



Rizzetta & Company

Summer Woods Community Development District

Board of Supervisors' Meeting August 20, 2019

**District Office:
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912
(239) 936-0913**

www.summerwoodscdd.org

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

Trevesta Clubhouse, 6210 Trevesta Place, Palmetto, Florida 34221

Board of Supervisors	Jim Harvey Greg Meath David Truxton Brooke Pelsh Troy Simpson	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Belinda Blandon	Rizzetta & Company, Inc.
District Counsel	Jere Earlywine	Hopping Green & Sams, P.A.
District Engineer	Matt Morris	Morris Engineering

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that 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.

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 9530 MARKETPLACE ROAD • SUITE 206 • FORT MYERS, FLORIDA 33912
WWW.SUMMERWOODSCDD.ORG

August 13, 2019

Board of Supervisors
**Summer Woods Community
Development District**

AGENDA

Dear Board Members:

The special meeting of the Board of Supervisors of Summer Woods Community Development District will be held on **Tuesday, August 20, 2019 at 9:30 a.m.** at the Trevesta Clubhouse, 6210 Trevesta Place, Palmetto, Florida 34221. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on May 21, 2019 Tab 1
 - B. Consideration of the Operations and Maintenance Expenditures for the Months of May and June 2019 Tab 2
- 4. BUSINESS ITEMS**
 - A. Consideration of Resignation of Brooke Pelsh Tab 3
 - B. Appointment of Board Supervisor to Fill Seat #3, with a Term to Expire in November 2020
 - C. Consideration of Resolution 2019-05, Appointing Officers of the District Tab 4
 - D. Ratification of Special Assessment Bonds, Series 2018A-2 Construction Requisitions 18 through 21 Tab 5
 - E. Review and Acceptance of Audit for Fiscal Year End September 30, 2018 Tab 6
 - F. Consideration of Proposals for ADA Website Compliance Tab 7
 - G. Consideration of Contract for Professional Technology Services Tab 8
 - H. Consideration of Fiscal Year 2019/2020 Deficit Funding Agreement Tab 9
 - I. Consideration of Resolution 2019-09, Resetting the Public Hearing Related to the Fiscal Year 2019/2020 Budget Tab 10
 - J. Public Hearing Regarding the Fiscal Year 2019/2020 Budget and Assessments
 1. Presentation of Proposed Final Budget for Fiscal Year 2019/2020 Tab 11
 2. Consideration of Resolution 2019-06, Annual Appropriations and Adopting the Budgets for Fiscal Year 2019/2020 Tab 12

3. Consideration of Resolution 2019-07, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2019/2020; Providing for the Collection and Enforcement of Special Assessments, Including but not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll Tab 13
- J. Consideration of Resolution 2019-08, Designating Dates, Time, and Location for Regular Meetings for Fiscal Year 2019/2020 Tab 14
- K. Consideration of Documents Related to Parcel 1A Plat Tab 15
 1. Assignment and Assumption of Plat Interests
 2. Easement Agreement
 3. Maintenance Agreement
5. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
6. **SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (239) 936-0913.

Very truly yours,

Belinda Blandon

Belinda Blandon
District Manager

cc: Jere Earlywine, Hopping Green & Sams

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.

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

The special meeting of the Board of Supervisors of the Summer Woods Community Development District was held on **Thursday, May 21, 2019 at 10:41 a.m.** at the Trevesta Clubhouse located at 6210 Trevesta Place, Palmetto, Florida 34221.

Present and constituting a quorum were:

Jim Harvey	Board Supervisor, Chairman
Greg Meath	Board Supervisor, Vice Chairman
Troy Simpson	Board Supervisor, Assistant Secretary
David Truxton	Board Supervisor, Assistant Secretary

Also present were:

Belinda Blandon	District Manager, Rizzetta & Company, Inc.
Jere Earlywine	District Counsel, Hopping Green & Sams, P.A.
Matt Morris	District Engineer, Morris Engineering

FIRST ORDER OF BUSINESS

Call to Order

Ms. Blandon called the meeting to order and conducted the roll call.

SECOND ORDER OF BUSINESS

Public Comment

Ms. Blandon advised there were no members of the public present.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors' Meeting held on March 7, 2019

Ms. Blandon presented the minutes of the Board of Supervisors' meeting held on March 7, 2019 and asked if there were any questions, comments, or revisions to the minutes. There were none.

On a Motion by Mr. Harvey, seconded by Mr. Meath, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on March 7, 2019, for the Summer Woods Community Development District.

FOURTH ORDER OF BUSINESS

Consideration of the Operations and Maintenance Expenditures for the Months of February, March, and April 2019

Ms. Blandon advised that no operations and maintenance expenditures were paid for the period of February 1-28, 2019; she advised that the operations and maintenance expenditures for the period of March 1-31, 2019 totaled \$16,909.93 and operations and maintenance expenditures for the period of April 1-30, 2019 totaled \$7,021.18. She asked if there were any questions regarding any item of expenditure. There were none.

On a Motion by Mr. Harvey, seconded by Mr. Simpson, with all in favor, the Board Approved the Operations and Maintenance Expenditures for the Months of February, March and April 2019, for the Summer Woods Community Development District.

FIFTH ORDER OF BUSINESS

Ratification of Special Assessment Bonds, Series 2018A-2 Construction Requisitions 6 through 13

Ms. Blandon provided an overview of construction requisitions 6 through 13, advising the total of the requisitions is \$1,043,801.87. She asked if there were any questions. There were none.

On a Motion by Mr. Harvey, seconded by Mr. Meath, with all in favor, the Board Ratified Payment of Special Assessment Bonds, Series 2018A-2 Construction Requisitions 6 through 13, totaling \$1,043,801.87, for the Summer Woods Community Development District.

SIXTH ORDER OF BUSINESS

Ratification of Landscape Maintenance Agreement with Sun State Landscape

Ms. Blandon provided an overview of contract for landscape maintenance services, in the amount of \$51,789.96, and asked if there were any questions. There were none.

On a Motion by Mr. Harvey, seconded by Mr. Truxton, with all in favor, the Board Ratified Execution of the Landscape Maintenance Contract with Sun State Landscape, for the Summer Woods Community Development District.

SEVENTH ORDER OF BUSINESS

Acceptance of Arbitrage Rebate Calculations, Series 2018A-1 and 2018A-2

Ms. Bandon provided an overview of the Arbitrage Rebate Calculations as prepared by American Municipal Tax-Exempt Compliance and advised that there is no arbitrage liability at this time. She asked if there were any questions. There were none.

On a Motion by Mr. Harvey, seconded by Mr. Truxton, with all in favor, the Board Accepted the Arbitrage Rebate Calculations, Series 2018A-1 and 2018A-2, for the Summer Woods Community Development District.

EIGHTH ORDER OF BUSINESS

Presentation of the Registered Voter Count as of April 15, 2019

Ms. Bandon advised that per Florida Statutes the District is required, prior to June 1st of each year, to announce the number of registered voters residing within the District as of April 15 of that year. She stated that as of April 15, 2019, there are zero persons registered to vote residing within the Summer Woods Community Development District, as provided by the Manatee County Supervisor of Elections. Ms. Bandon asked if there were any questions. There were none.

NINTH ORDER OF BUSINESS

Presentation of the Proposed Budget for Fiscal Year 2019/2020

Ms. Bandon provided an overview of the proposed budget for fiscal year 2019/2020 highlighting the line items experiencing an increase from the current year budget. Ms. Bandon advised that the calculation of the assessments were capped at \$850 per platted unit, not including collection costs, with a developer contribution funding agreement to cover the remainder of the budget. Discussion ensued.

On a Motion by Mr. Harvey, seconded by Mr. Simpson, with all in favor, the Board Approved the Proposed Budget, in the Amount of \$322,971.00, for the Summer Woods Community Development District.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2019-04, Approving a Proposed Budget for Fiscal Year 2019/2020 and Setting a Public Hearing Thereon

Ms. Bandon provided an overview of the resolution and asked if there were any questions.

On a Motion by Mr. Meath, seconded by Mr. Simpson, with all in favor, the Board Adopted Resolution 2019-04, Approving a Proposed Budget for Fiscal Year 2019/2020 and Setting a Public Hearing Thereon for Thursday, August 1, 2019 at 9:30 a.m., at the Trevesta Clubhouse, 6210 Trevesta Place, Palmetto, Florida 34221, for the Summer Woods Community Development District.

ELEVENTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
Mr. Earlywine advised he had no report.
- B. District Engineer
Mr. Morris advised that Phase IA received the COC and plat for Phase IB will be issued shortly.
- C. District Manager
Ms. Blandon advised the next regularly scheduled meeting of the Board of Supervisors is scheduled for Thursday, June 6, 2019 at 9:30 am.

TWELFTH ORDER OF BUSINESS

Supervisor Requests and Audience comments

Ms. Blandon opened the floor for Supervisor requests and comments. There were none.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Meath, seconded by Mr. Harvey, with all in favor, the Board adjourned the meeting at 10:58 a.m., for the Summer Woods Community Development District.

Secretary / Assistant Secretary

Chairman / Vice Chairman

Tab 2

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9530 MARKETPLACE ROAD · SUITE 206 · FORT MYERS, FLORIDA 33912

Operation and Maintenance Expenditures May 2019 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2019 through May 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$16,784.85**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

Summer Woods Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2019 Through May 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hopping Green & Sams, P.A.	000170	107048	General Legal Services 03/19	\$ 1,501.50
Peace River Electric Cooperative	000171	170982001 04/19	Entry Sign Lighting 04/19	\$ 17.52
Regions Corporate Trust Operations	000169	70666	Trustee Fees Series 2018A-1 FY18/19	\$ 3,500.00
Regions Corporate Trust Operations	000169	70667	Trustee Fees Series 2018A-2 FY18/19	\$ 3,500.00
Rizzetta & Company, Inc.	000166	INV0000040254	District Management Fees 05/19	\$ 3,850.00
Rizzetta Technology Services	000167	INV0000004324	Website Hosting & Development 05/19	\$ 100.00
Sun State Landscape Management	000168	23910	Monthly Landscape Maintenance 04/19	<u>\$ 4,315.83</u>
Report Total				<u>\$ 16,784.85</u>

Hopping Green & Sams

Attorneys and Counselors

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

RECEIVED

MAY 06 2019

STATEMENT

April 29, 2019

Summer Woods CDD
c/o Rizzetta & Company
9530 Marketplace Road Suite # 206
Ft. Myers, FL 33912

Bill Number 107048
Billed through 03/31/2019

Date Rec'd Rizzetta & Co, Inc. _____

D/M approval Belinda Blandon Date 5/14/19

Date entered MAY 08 2019

Fund 001 GL 51400 OC 3107

Check # _____

General Counsel
SWCDD 00001 JLE

FOR PROFESSIONAL SERVICES RENDERED

03/04/19	KEM	Prepare change order.	0.40 hrs
03/06/19	LMG	Conference with Earlywine and Ibarra regarding property.	0.20 hrs
03/06/19	KEM	Prepare for meeting; research property ownership within district.	0.90 hrs
03/07/19	JLE	Prepare for, travel to and from, and attend Board meeting; follow-up regarding HOA covenants.	1.70 hrs
03/07/19	LMG	Conference with Earlywine regarding maintenance agreement.	0.40 hrs
03/07/19	KEM	Review executed change order.	0.10 hrs
03/18/19	LMG	Review and revise HOA maintenance agreement.	0.60 hrs
03/19/19	JLE	Follow-up on HOA/CDD maintenance agreement and related items; oversee preparation of agreement and assignment document.	0.40 hrs
03/19/19	LMG	Follow up on property ownership issues; draft assignment of plat interests; review and revise maintenance agreement; conference with Earlywine regarding plat and maintenance clean-up.	1.50 hrs
03/25/19	KEM	Review conveyance and acquisition status.	0.10 hrs

Total fees for this matter \$1,426.50

DISBURSEMENTS

Travel	68.38
Travel - Meals	6.62

Total disbursements for this matter \$75.00

MATTER SUMMARY

Earlywine, Jere L.	2.10 hrs	275 /hr	\$577.50
Ibarra, Katherine E. - Paralegal	1.50 hrs	125 /hr	\$187.50

Gentry, Lauren M.	2.70 hrs	245 /hr	\$661.50
TOTAL FEES			\$1,426.50
TOTAL DISBURSEMENTS			\$75.00
TOTAL CHARGES FOR THIS MATTER			\$1,501.50

BILLING SUMMARY

Earlywine, Jere L.	2.10 hrs	275 /hr	\$577.50
Ibarra, Katherine E. - Paralegal	1.50 hrs	125 /hr	\$187.50
Gentry, Lauren M.	2.70 hrs	245 /hr	\$661.50
TOTAL FEES			\$1,426.50
TOTAL DISBURSEMENTS			\$75.00
TOTAL CHARGES FOR THIS BILL			\$1,501.50

Please include the bill number on your check.



Peace River Electric Cooperative, Inc.

P.O. Box 1310
Wauchula, FL 33873-1310

A Touchstone Energy® Cooperative

Account # 170982001
Member # 168790
Service Address: 8805 SUMMER WOODS DR
Service Description: ENTRY SIGN

Contact Us: 800-282-3824
www.presco.coop

RECEIVED

MAY 08 2019



2489 1 MB 0.425
SUMMER WOODS CDD
9530 MARKETPLACE RD STE 206
FORT MYERS FL 33912-0393

5 2489
C-10 P-15

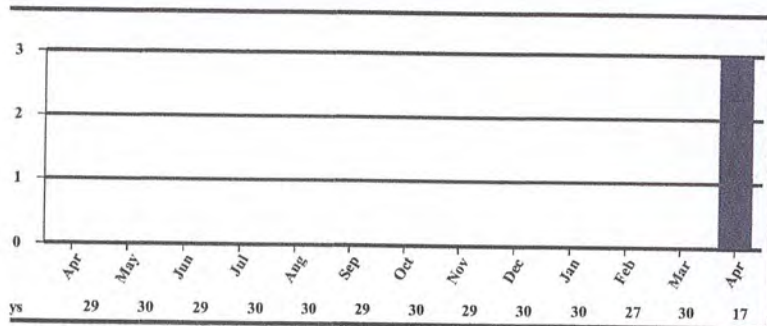


Important Information

Surge Installation Fee Waived: Sign up for a meter-base surge suppressor by May 31, 2019 and the \$24.95 installation fee will be waived. Call 1-800-282-3824 for details or email EnergyServices@presco.coop.

Bill Date: 04/25/2019 Cycle: 9 Board District: 8
Service Period: 04/04/2019 - 04/21/2019 Rate: GENERAL SERVICE

Meter #	Readings		Meter Multiplier	kWh	kW
	Previous	Present			
35778891	0	3	1	3	
		0.014	1		0.014



Previous Balance	\$0.00
Payment(s) Received	\$-545.00
Deposit Applied	\$500.00
Adjustments	\$0.00
Late Fee	\$0.00
Balance Forward	\$-45.00
Facilities Use Charge	\$15.02
Energy Charge	3 kWh @ 0.132792 \$0.40
CPA	3 kWh @ -0.016 \$-0.05
Manatee Property Tax	\$0.45
Gross Receipts Tax	\$0.41
Florida Sales Tax	\$1.13
Manatee County Tax	\$0.16
Membership Applied	\$5.00
Account Establishment Fee	\$40.00
Current Charges	\$62.52
Total Amount Due	\$17.52

Date Rec'd Rizzetta & Co, Inc. _____
D/M approval Belinda Blandon Date 5/14/19
Date entered MAY 10 2019
Fund 001 GL 53100 OC 4304
Check # _____

Please make check payable to PRECO in U.S. funds and return this portion with your payment



Peace River Electric Cooperative, Inc.

P.O. Box 1310
Wauchula, FL 33873-1310

A Touchstone Energy® Cooperative



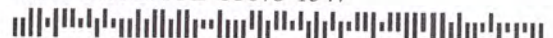
SUMMER WOODS CDD
9530 MARKETPLACE RD SUITE 206
FORT MYERS FL 33912-0000

Main Contact #: (239) 936-0913

Member #: 168790 Account: 170982001

Current Balance due 05/16/2019 \$17.52

PEACE RIVER ELECTRIC COOPERATIVE, INC.
PO BOX 1547
WAUCHULA FL 33873-1547



☐ Check here to indicate address or phone # change on back.

Invoice#: 70666



SUMMER WOODS CDD
C/O RIZZETTA & COMPANY
ATTN: SCOTT BRIZENDINE
12750 CITRUS PARK LANE
TAMPA, FL 33625

CORPORATE TRUST OPERATIONS
201 MILAN PARKWAY, 2ND FLOOR
BIRMINGHAM, AL 35211
04/25/2019

RECEIVED

APR 30 2019

RE: SUMMER WOODS COMMUNITY DEVELOPMENT
DISTRICT (MANATEE COUNTY FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2018A-1
(ASSESSMENT AREA ONE PROJECT)

Date Rec'd Rizzetta & Co., Inc. _____

D/M approval Belinda Blandon Date 5/3/19

Date entered MAY 01 2019

Fund 001 GL 51300 OC 3105

Check # _____

Please remit the following for Trustee, Paying Agent, Registrar,
Custodial or Escrow Agent Fees. Payment due by 06/01/2019. Invoices
past due after 60 days will incur a 1.5% late fee.

Annual Fee	\$	3,500.00
Total Fees Due:	\$	3,500.00

Please mail payment with a copy of this Invoice to the address above. If
paying by wire, please remit to the following:

ABA# 121000248
Wells Fargo
DDA# 2020050839788
Account Name: SEI Private TR CO ACF **Regions Bank**
For Further Credit A/C# G067Z08
Reference Invoice # 70666

Please contact Janet Ricardo at 904-998-4982 with questions or concerns.

Thank you for choosing Regions Bank. We appreciate your business.

Invoice#: 70667



SUMMER WOODS CDD
C/O RIZZETTA & COMPANY
ATTN: SCOTT BRIZENDINE
12750 CITRUS PARK LANE
TAMPA, FL 33625

CORPORATE TRUST OPERATIONS
201 MILAN PARKWAY, 2ND FLOOR
BIRMINGHAM, AL 35211
04/25/2019

RECEIVED

APR 30 2019

RE: SUMMER WOODS COMMUNITY DEVELOPMENT
DISTRICT (MANATEE COUNTY FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2018A-2
(ASSESSMENT AREA ONE PROJECT)

Date Rec'd Rizzetta & Co., Inc. _____
D/M approval Belinda Blandon Date 5/3/19
Date entered MAY 01 2019
Fund 001 GL 51300 OC 3105
Check # _____

Please remit the following for Trustee, Paying Agent, Registrar,
Custodial or Escrow Agent Fees. Payment due by 06/01/2019. Invoices
past due after 60 days will incur a 1.5% late fee.

Annual Fee	\$	3,500.00
Total Fees Due:	\$	3,500.00

Please mail payment with a copy of this Invoice to the address above. If
paying by wire, please remit to the following:

ABA# 121000248
Wells Fargo
DDA# 2020050839788
Account Name: SEI Private TR CO ACF **Regions Bank**
For Further Credit A/C# G067Z08
Reference Invoice # 70667

Please contact Janet Ricardo at 904-998-4982 with questions or concerns.

Thank you for choosing Regions Bank. We appreciate your business.

Rizzetta & Company, Inc.
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
5/1/2019	INV0000040254

Bill To:

Summer Woods CDD
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Services for the month of		Terms	Client Number
May		Upon Receipt	00193
Description	Qty	Rate	Amount
District Management Services 3101	1.00	\$1,675.00	\$1,675.00
Administrative Services 3160	1.00	\$375.00	\$375.00
Accounting Services 3201	1.00	\$1,500.00	\$1,500.00
Financial & Revenue Collections 3111	1.00	\$300.00	\$300.00
<p style="text-align: center;">RECEIVED</p> <p>Date Rec'd Rizzetta & Co., Inc. APR 24 2019</p> <p>D/M approval <u>Belinda Blandon</u> Date <u>4/29/19</u></p> <p>Date entered APR 26 2019</p> <p>Fund <u>001</u> GL <u>51300</u> OC <u>*</u></p> <p>Check # _____</p>			
Subtotal			\$3,850.00
Total			\$3,850.00

Rizzetta Technology Services
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
5/1/2019	INV0000004324

Bill To:

Summer Woods Community Dev District
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Services for the month of	Terms	Client Number
May		00193

Description	Qty	Rate	Amount
Email Hosting	0	\$15.00	\$0.00
Website Hosting Services	1	\$100.00	\$100.00
<p style="text-align: right; color: red;">RECEIVED</p> <p style="text-align: right; color: blue;">APR 24 2019</p> <p>Date Rec'd Rizzetta & Co., Inc. _____</p> <p>D/M approval <u>Belinda Blandon</u> Date <u>4/29/19</u></p> <p>Date entered <u>APR 26 2019</u></p> <p>Fund <u>001</u> GL <u>51300</u> OC <u>5103</u></p> <p>Check # _____</p>			
Subtotal			\$100.00
Total			\$100.00

**SUN STATE LANDSCAPE
MANAGEMENT, INC.**

8920 ERIE LANE
PARRISH, FL 34219

INVOICE

Invoice Number: 23910
Invoice Date: Apr 1, 2019
Page: 1

Voice: 941-776-2897

Fax: 941-776-0857

Bill To:

SUMMERWOODS CDD
C/O Rizzetta & Company
9428 Camden Field Pkwy
RIVERVIEW, FL 33578

Ship to:

SUMMERWOODS
MONTHLY MAINTENANCE

Customer ID	Customer PO	Payment Terms	
SUMMERWOODS CDD		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	N/A		5/1/19

Quantity	Item	Description	Unit Price	Amount
		Monthly Maintenance Buffer 13, Monument, Main Entry & Blvd, Ditch Buffer, Gated Entry & Common Area #1 & #2:		
1.00	TURF MGMT	Turf Management - St Augustine	671.99	671.99
1.00	TURF MGMT	Turf Management - Bahia	1,539.91	1,539.91
1.00	BED MGMT	Bed Management	855.90	855.90
1.00	FERT/PEST	Fertilization & Pest Control - Turf	671.99	671.99
1.00	FERT/PEST	Fertilization & Pest Control - Beds	513.54	513.54
1.00	IRR MGMT	Irrigation Management	62.50	62.50

RECEIVED

APR 04 2019

Date Rec'd Rizzetta & Co., Inc. _____

D/M approval Belinda Blandon Date 4/15/19

Date entered **APR 12 2019**

Fund 001 GL 53900 OC 4604

Check # _____

Subtotal	4,315.83
Sales Tax	
Total Invoice Amount	4,315.83
Payment/Credit Applied	
TOTAL	4,315.83

Check/Credit Memo No:

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9530 MARKETPLACE ROAD · SUITE 206 · FORT MYERS, FLORIDA 33912

Operation and Maintenance Expenditures June 2019 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2019 through June 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$9,676.78**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

Summer Woods Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2019 Through June 30, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Bradenton Herald, Inc.	000175	0004211027	Legal Advertising 05/13/19	\$ 88.92
Hopping Green & Sams, P.A.	000176	107602	General Legal Services 04/19	\$ 1,290.50
Peace River Electric Cooperative	000177	170982001 05/19	Entry Sign Lighting 05/19	\$ 31.53
Rizzetta & Company, Inc.	000172	INV0000040997	District Management Fees 06/19	\$ 3,850.00
Rizzetta Technology Services	000173	INV0000004409	Website Hosting & Development 06/19	\$ 100.00
Sun State Landscape Management, Inc.	000174	24399	Monthly Landscape Maintenance 05/19	<u>\$ 4,315.83</u>
Report Total				<u>\$ 9,676.78</u>

BRADENTON HERALD

Bradenton.com

RECEIVED

JUN 04 2019

Fed ID# 59-148783

*** MEMO INVOICE ***

SALES REP		24	ADVERTISER INFORMATION			
Crystal Trunick		1	BILLING PERIOD	5	BILLED ACCOUNT NUMBER	7
			05/13/2019		663601	663601
						ADVERTISER/CLIENT NAME
						SUMMER WOODS CDD

23	TOTAL AMOUNT DUE
	\$88.92

SUMMER WOODS CDD
attn ACCOUNTS PAYABLE
9530 MARKETPLACE RD
SUITE 206
FORT MYERS, FL 33912

MAKE CHECKS PAYABLE TO

Bradenton Herald
Bradenton Herald-Advertising
PO Box 51129
Livonia, MI 48151

Billing: Contact Sales Rep. Credit: Email
ssccreditandcollections@mclatchy.com

Payment is due upon receipt.

SAL™

10	11	12	14	13	15	16	17	18	19
START	STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT
05/13	05/13	0004211027	Legal Notice, NOTICE OF PUBLIC MEETIN	Bradenton Herald	1 x 76 L	76	1	\$1.17	\$88.92
05/13	05/13	0004211027	Legal Notice, NOTICE OF PUBLIC MEETIN	Bradenton Herald.com	1 x 76 L	76	1	\$0.00	\$0.00
Invoice Total									\$88.92

By Rizzetta & Co, Inc.
Approval: Belinda Blandon Date 6/6/19
Entered: JUN 06 2019
and 001 GL 51300 OC 4801
Check #

THIS IS A MEMO INVOICE AND MAY OR MAY NOT REFLECT ALL CHARGES OR CHANGES THAT OCCUR ON THE FINAL INVOICE.

BRADENTON
HERALD

Bradenton.com

Bradenton Herald-Advertising
PO Box 51129
Livonia, MI 48151

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

1	BILLING PERIOD	2	ADVERTISER/CLIENT NAME
	05/13/2019		SUMMER WOODS CDD
23	TOTAL AMOUNT DUE	3	TERMS OF PAYMENT
	\$88.92		Upon Receipt

*** MEMO INVOICE ***

Bradenton Herald
Bradenton Herald-Advertising
PO Box 51129
Livonia, MI 48151

4	PAGE #	5	BILLING DATE
	1		05/13/2019
11	NEWSPAPER REFERENCE		
	0004211027		
6	BILLED ACCOUNT NUMBER		
	663601		
7	ADVERTISER/CLIENT NUMBER		
	663601		

BRADENTON HERALD

Bradenton.com

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Depth
663601	0004211027	NOTICE OF PUBLIC MEETING SUMMER WOODS	Legal Notice	\$88.92	1	7.60 In

Attention: Kari L. Hardwick

SUMMER WOODS CDD
9530 MARKETPLACE RD
SUITE 206
FORT MYERS, FL 33912

NOTICE OF PUBLIC MEETING SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Summer Woods Community Development District ("District") will hold a special meeting on Tuesday, May 21, 2019, at 9:30 a.m. at the Trevesta Clubhouse, located at 6210 Trevesta Place, Palmetto, Florida 34221. A copy of the agenda for the meeting can be obtained from the District Office at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912 or by phone at (239) 936-0913. Additionally, a copy of the agenda, along with any meeting materials available in an electronic format, may be obtained at www.summerwoods.cdd.org. Items on the agenda may include, but are not limited to, District operations and maintenance activities, financial matters, capital improvements, and general administration activities. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. A speaker telephone will be present at the above location so that any Board Supervisor or staff member can attend the meeting by telephone and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

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 (239) 936-0913, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A 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 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 based.
Belinda Blandon

THE STATE OF FLORIDA COUNTY OF MANATEE

Before the undersigned authority personally appeared VICTORIA RODELA, who, on oath, says that she is a Legal Advertising Representative of The Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida; that the attached copy of the advertisement, being a Legal Advertisement in the matter of **Public Notice**, was published in said newspaper in the issue(s) of:

1 Insertion(s)

Published On:

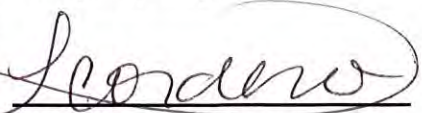
May 13, 2019

Affidavit further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in Bradenton, in said Manatee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for


(Signature of Affiant)

Sown to and subscribed before me this
13th day of May in the year of 2019




SEAL & Notary Public

Hopping Green & Sams

Attorneys and Counselors

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

RECEIVED

MAY 29 2019

STATEMENT

May 28, 2019

Summer Woods CDD
c/o Rizzetta & Company
9530 Marketplace Road Suite # 206
Ft. Myers, FL 33912

Bill Number 107602

Billed through 04/30/2019

Rece'd Rizzetta & Co, Inc

J/M approval Belinda Blandon Date 5/30/19

Date entered MAY 29 2019

Ind 001 GL 51400 OC 3107

General Counsel

SWCDD 00001 JLE

FOR PROFESSIONAL SERVICES RENDERED

Check # _____

04/01/19	SRS	Continue research regarding ADA website accessibility.	0.10 hrs
04/01/19	LMG	Update and print maintenance agreement and assignment of plat interest rights.	1.10 hrs
04/15/19	JLE	Review maintenance agreement and related items regarding HOA declaration; follow-up regarding the same.	0.30 hrs
04/15/19	LMG	Prepare Sun State agreement; revise maintenance agreement; conference with Earlywine regarding same.	1.40 hrs
04/19/19	JLE	Confer with Martin regarding change order; follow-up regarding the same.	0.30 hrs
04/19/19	LMG	Finalize and send maintenance agreement.	0.30 hrs
04/19/19	KEM	Prepare change orders; confer with developer.	0.60 hrs
04/22/19	JLE	Review and revise maintenance agreement; oversee preparation of easement agreements.	0.30 hrs
04/22/19	LMG	Conference with Earlywine regarding maintenance agreement.	0.40 hrs
04/22/19	KEM	Prepare access and maintenance easement agreement.	0.10 hrs
04/25/19	KEM	Research existing change order.	0.10 hrs
04/30/19	CGS	Monitor proposed legislation which may impact district.	0.30 hrs
04/30/19	KEM	Review partially executed change orders; confer with developer.	0.20 hrs

Total fees for this matter

\$1,290.50

MATTER SUMMARY

Stuart, Cheryl G.

0.30 hrs

365 /hr

\$109.50

Earlywine, Jere L.	0.90 hrs	275 /hr	\$247.50
Ibarra, Katherine E. - Paralegal	1.00 hrs	125 /hr	\$125.00
Gentry, Lauren M.	3.20 hrs	245 /hr	\$784.00
Sandy, Sarah R.	0.10 hrs	245 /hr	\$24.50

TOTAL FEES	\$1,290.50
------------	------------

TOTAL CHARGES FOR THIS MATTER	\$1,290.50
--------------------------------------	-------------------

BILLING SUMMARY

Stuart, Cheryl G.	0.30 hrs	365 /hr	\$109.50
Earlywine, Jere L.	0.90 hrs	275 /hr	\$247.50
Ibarra, Katherine E. - Paralegal	1.00 hrs	125 /hr	\$125.00
Gentry, Lauren M.	3.20 hrs	245 /hr	\$784.00
Sandy, Sarah R.	0.10 hrs	245 /hr	\$24.50

TOTAL FEES	\$1,290.50
------------	------------

TOTAL CHARGES FOR THIS BILL	\$1,290.50
------------------------------------	-------------------

Please include the bill number on your check.



Peace River Electric Cooperative, Inc.

P.O. Box 1310
Wauchula, FL 33873-1310

A Touchstone Energy® Cooperative

Account # 170982001
Member # 168790
Service Address: 8805 SUMMER WOODS DR
Service Description: ENTRY SIGN

Contact Us: 800-282-3824
www.presco.coop



2472 1 MB 0.425 5 2472
SUMMER WOODS CDD C-10 P-14
12750 CITRUS PARK LN STE 115
TAMPA FL 33625-3784

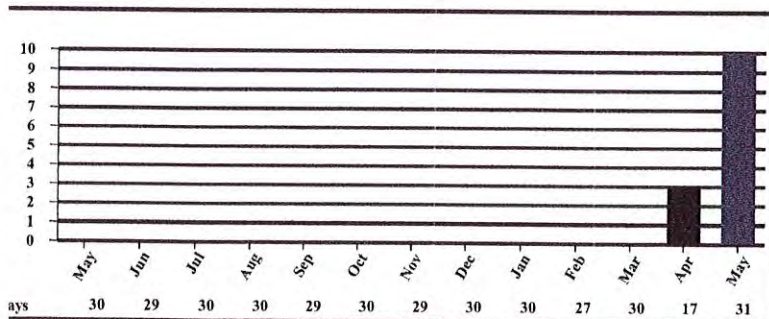


Important Information

RECEIVED
JUN 03 2019

Il Date: 05/28/2019 Cycle: 9 Board District: 8
rvice Period: 04/21/2019 - 05/22/2019 Rate: GENERAL SERVICE

Meter #	Readings		Meter Multiplier	kWh	kW
	Previous	Present			
35778891	3	13	1	10	
		0.082	1		0.082



Previous Balance	\$17.52
Payment(s) Received	\$-17.52
Adjustments	\$0.00
Late Fee	\$0.00
Balance Forward	\$0.00
Facilities Use Charge	\$26.50
Energy Charge	10 kWh @ 0.132792 \$1.33
CPA	10 kWh @ -0.016 \$-0.16
Manatee Property Tax	\$0.81
Gross Receipts Tax	\$0.73
Florida Sales Tax	\$2.03
Manatee County Tax	\$0.29
Current Charges	\$31.53
Total Amount Due	\$31.53

Date Rec'd Rizzetta & Co, Inc. _____

D/M approval Belinda Blandon Date 6/6/19

JUN 06 2019

Date entered _____

Fund 001 GL 53100 OC 4304

Check # _____

Please make check payable to PRECO in U.S. funds and return this portion with your payment



Peace River Electric Cooperative, Inc.

P.O. Box 1310
Wauchula, FL 33873-1310

A Touchstone Energy® Cooperative

SUMMER WOODS CDD
12750 CITRUS PARK LANE STE 115
TAMPA FL 33625-0000

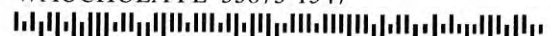


Main Contact #: (239) 936-0913

Member #: 168790 Account: 170982001

Current Balance due 06/18/2019 \$31.53

PEACE RIVER ELECTRIC COOPERATIVE, INC.
PO BOX 1547
WAUCHULA FL 33873-1547



☐ Check here to indicate address or phone # change on back.

Rizzetta & Company, Inc.
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
6/1/2019	INV0000040997

Bill To:

Summer Woods CDD
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

RECEIVED
 MAY 24 2019

Services for the month of	Terms	Client Number
June	Upon Receipt	00193

Description	Qty	Rate	Amount
District Management Services 3101	1.00	\$1,675.00	\$1,675.00
Administrative Services 3100	1.00	\$375.00	\$375.00
Accounting Services 3201	1.00	\$1,500.00	\$1,500.00
Financial & Revenue Collections 3111	1.00	\$300.00	\$300.00

Date Rec'd Rizzetta & Co, Inc. _____

D/M approval Belinda Blandon Date 5/24/19

Date entered MAY 24 2019

Fund 001 GL 51300 OC XX

Check # _____

Subtotal

\$3,850.00

Total

\$3,850.00

Rizzetta Technology Services
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Invoice

Date	Invoice #
6/1/2019	INV0000004409

Bill To:

Summer Woods Community Dev District
3434 Colwell Avenue
Suite 200
Tampa FL 33614

RECEIVED
MAY 23 2019

Services for the month of	Terms	Client Number
June		00193

Description	Qty	Rate	Amount
EMail Accounts, Admin & Maintenance	0	\$15.00	\$0.00
Website Hosting, Backup and Content Updating	1	\$100.00	\$100.00
		Subtotal	\$100.00
		Total	\$100.00

Date Rec'd Rizzetta & Co, Inc _____

D/M approval Belinda Blandon 5/24/19
MAY 24 2019

Date entered _____

Fund 001 GL 51300 OC 5103

Check # _____

**SUN STATE LANDSCAPE
MANAGEMENT, INC.**

8920 ERIE LANE
PARRISH, FL 34219

Voice: 941-776-2897
Fax: 941-776-0857

INVOICE

Invoice Number: 24399
Invoice Date: May 1, 2019
Page: 1

RECEIVED

MAY 07 2019

Bill To:

SUMMERWOODS CDD
C/O Rizzetta & Company
9428 Camden Field Pkwy
RIVERVIEW, FL 33578

Ship to:

SUMMERWOODS
MONTHLY MAINTENANCE

Customer ID	Customer PO	Payment Terms	
SUMMERWOODS CDD		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	N/A		5/31/19

Quantity	Item	Description	Unit Price	Amount
		Monthly Maintenance Buffer 13, Monument, Main Entry & Blvd, Ditch Buffer, Gated Entry & Common Area #1 & #2:		
1.00	TURF MGMT	Turf Management - St Augustine	671.99	671.99
1.00	TURF MGMT	Turf Management - Bahia	1,539.91	1,539.91
1.00	BED MGMT	Bed Management	855.90	855.90
1.00	FERT/PEST	Fertilization & Pest Control - Turf	671.99	671.99
1.00	FERT/PEST	Fertilization & Pest Control - Beds	513.54	513.54
1.00	IRR MGMT	Irrigation Management	62.50	62.50
Date Rec'd Rizzetta & Co, Inc _____				
D/M approval <u>Belinda Blandon</u> Date <u>5/14/19</u>				
Date entered <u>MAY 08 2019</u>				
Fund <u>001</u> GL <u>53900</u> OC <u>4604</u>				
Check # _____				
Subtotal				4,315.83
Sales Tax				
Total Invoice Amount				4,315.83
Payment/Credit Applied				
TOTAL				4,315.83

Check/Credit Memo No:

Tab 3

From: Brooke Pelsh Dawson <bpdawson77@gmail.com>

Date: May 21, 2019 at 11:09:03 AM EDT

To: Troy Simpson <tsimpson@kolter.com>

Cc: Belinda Blandon <BBlandon@rizzetta.com>

Subject: Re: Summer Woods CDD

Hi Troy and Belinda,

Yes, I have resigned, as of July 2018.

Thanks,

Brooke

On Tue, May 21, 2019 at 10:42 AM Troy Simpson <tsimpson@kolter.com> wrote:

Good morning Brooke,

The Summer Woods CDD board is trying to confirm your resignation from the board. By way of a simple reply to this email, could you please confirm that you have indeed resigned?

Thanks Brooke!

Troy Simpson

Summer Woods CDD, Assistant Supervisor

Tab 4

RESOLUTION 2019-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT APPOINTING [AND REMOVING] OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District desires to appoint [and remove] Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT:

Section 1. _____ is appointed Chairman.

Section 2. _____ is appointed Vice Chairman.

Section 3. _____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Belinda Blandon is appointed Assistant Secretary.

Joe Roethke is appointed Assistant Secretary.

Section 4. Brooke Pelsh is hereby removed as Assistant Secretary.

Section 5. This Resolution shall become effective immediately upon its

adoption. **PASSED AND ADOPTED THIS 20th DAY OF AUGUST, 2019.**

**SUMMER WOODS COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASSISTANT SECRETARY

Tab 5

Summer Woods CDD - Construction Account Series 2018A-2, Requisitions for Payment		
Requisition No.	Vendor	Amount
18	RIPA & Associates, LLC	\$ 338,411.65
19	County Materials	\$ 23,982.32
20	Fortiline	\$ 42,128.00
21	RIPA & Associates, LLC	\$ 15,150.08
	Total	\$ 419,672.05

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9530 MARKETPLACE ROAD · SUITE 206 · FT. MYERS, FLORIDA 33912

June 04, 2019

REGIONS BANK

Summer Woods Special Assessment Bonds, Series 2018A-2

Attention: Janet Ricardo

10245 Centurion Road

Jacksonville, FL

RE: Special Assessment Bonds, Series 2018A-2
Requisitions for Payment

Dear Trustee:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District's S2018A-2 Construction Account.

PLEASE EXPEDITE PAYMENT TO PAYEE(S) VIA WIRE

REQUISITION NO.	PAYEE	AMOUNT
CR 18	RIPA & Associates, LLC	\$338,411.65

If you have any questions regarding this request, please do not hesitate to call me at (239) 936-0913. Thank you for your prompt attention to this matter.

Very truly yours,
SUMMER WOODS
COMMUNITY DEVELOPMENT DISTRICT

Belinda Blandon
District Manager

**SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2018A-2
(ASSESSMENT AREA ONE PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Summer Woods Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the "Trustee"), dated as of May 1, 2018, as supplemented by that certain Second Supplemental Trust Indenture dated as of May 1, 2018 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

June 03, 2019

- (A) Requisition Number: **CR 18**
- (B) Identify Acquisition Agreement, if applicable; N/A
- (C) Name of Payee pursuant to Acquisition Agreement:

**RIPA & Associates, LLC
1409 Tech Blvd.
Suite 1
Tampa, FL 33619**
- (D) Amount Payable: **\$338,411.65**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Pay App # 2 for Summer Woods 1B - Project 01-1799A**
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2018A-2 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2018A-2 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area One Project; and

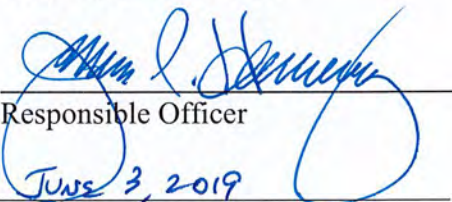
4. each disbursement represents a cost of the Assessment Area One Project which has not previously been paid.

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

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

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

SUMMER WOODS COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

Date: June 3, 2019

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area One Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: Summer Woods CDD
9530 Marketplace Road, Suite 206
Ft. Myers, FL 33912

PROJECT: Summerwoods 1B

FROM CONTRACTOR: RIPA & Associates, LLC
1409 Tech Blvd., Ste. 1
Tampa, FL 33619

VIA ENGINEER: Morris Engineering

CONTRACT FOR:

APPLICATION NO: 2

PERIOD TO: 05/31/19

PROJECT NOS: 01-1799A

CONTRACT DATE: RA190586

Distribution to:
☐ OWNER
☐ ENGINEER
☐ CONTRACTOR
☐
☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 1,689,333.25
2. NET CHANGES BY CHANGE ORDERS	\$ (198,319.74)
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 1,491,013.51
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 529,730.31
5. RETAINAGE:	
a. 10% of Completed Work (Column D + E on G703)	\$ 52,973.05
b. % of Stored Material (Column F on G703)	\$
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 52,973.05
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 476,757.26
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 138,345.61
8. CURRENT PAYMENT DUE THIS APPLICATION	\$ 338,411.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 1,014,256.25
10. PREVIOUS APPLICATIONS UNPAID	\$ 0.00
11. TOTAL AMOUNT UNPAID TO DATE	\$ 338,411.65

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$198,319.74
TOTALS	\$0.00	\$198,319.74
NET CHANGES by Change Order	(\$198,319.74)	

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

CONTRACTOR: RIPA & Associates, LLC

By: Jay Robbins, Project Manager
State of: Florida County of: Hillsborough
Subscribed and sworn to before me this 29th day of May, 2019
Notary Public: Emily Rich
My Commission expires:



ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ENGINEER:

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

Summerwoods 1B

APPLICATION FOR PAYMENT

PAY APP
FROM
TO2
5/1/19
5/31/19

RIPA & ASSOCIATES PROJECT # 01-1799A

ITEM NO.	DESCRIPTION OF WORK	QTY	CONTRACT SUM TO DATE										BALANCE TO FINISH TO DATE	10% RETAINAGE TO DATE
			BASE CONTRACT			ESTIMATED QUANTITY			TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	PERCENT COMPLETE		
			UNIT	UNIT PRICE	VALUE	THIS ESTIMATE	PREV ESTIMATE	TOTAL ESTIMATE	THIS PERIOD	PREV APPLICATION	TO DATE	TO DATE		
	SCHEDULE													
	EARTHWORK 1C													
1	DISC / CLEAR AREA FOR STOCKPILE (5 ACS)	1.00	LS	\$28,500.00	\$28,500.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$28,500.00	\$0.00
2	SITE EXCAVATION (REMAINING LAKE 20) STOCKPILE	25,800.00	CY	\$3.45	\$89,010.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$89,010.00	\$0.00
3	SITE EXCAVATION (REMAINING LAKE 20) HAUL TO 1C NW	16,000.00	CY	\$7.35	\$117,600.00	0.00	16000.00	16000.00	\$0.00	\$117,600.00	\$117,600.00	100%	\$0.00	\$11,760.00
4	SOD POND SLOPES - BAHIA	25,000.00	SY	\$2.60	\$65,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$65,000.00	\$0.00
5	TEMPORARY HAUL ROAD	1.00	LS	\$15,000.00	\$15,000.00	0.00	1.00	1.00	\$0.00	\$15,000.00	\$15,000.00	100%	\$0.00	\$1,500.00
	TOTAL EARTHWORK 1C				\$315,110.00				\$0.00	\$132,600.00	\$132,600.00	42%	\$182,510.00	\$13,260.00
	PAVING 1B													
1	SHELL TURNAROUND	8.00	EA	\$8,550.00	\$68,400.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$68,400.00	\$0.00
2	4" CONCRETE SIDEWALK	120.00	SF	\$4.30	\$516.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$516.00	\$0.00
3	3/4" TYPE S-3 ASPHALT	8,145.00	SY	\$5.60	\$45,612.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$45,612.00	\$0.00
4	1" TYPE S-1 ASPHALT	8,145.00	SY	\$6.30	\$51,313.50	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$51,313.50	\$0.00
5	6" SHELL BASE	8,145.00	SY	\$10.50	\$85,522.50	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$85,522.50	\$0.00
6	12" STABILIZED SUBGRADE (LBR-40)	8,145.00	SY	\$7.05	\$57,422.25	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$57,422.25	\$0.00
7	MIAMI CURB W/ STABILIZATION	5,030.00	LF	\$12.65	\$63,629.50	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$63,629.50	\$0.00
8	TYPE "F" CURB W/ STABILIZATION	-	LF	\$17.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
9	4" CONCRETE SIDEWALK	5,865.00	SF	\$4.30	\$25,219.50	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$25,219.50	\$0.00
10	5' ADA HANDICAPPED RAMP	2.00	EA	\$900.00	\$1,800.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$1,800.00	\$0.00
11	SHELL TURNAROUND - NOT INCLUDED	-	EA	\$8,550.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
12	SIGNAGE & STRIPING	1.00	LS	\$2,100.00	\$2,100.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$2,100.00	\$0.00
	TOTAL PAVING 1B				\$401,535.25				\$0.00	\$0.00	\$0.00	0%	\$401,535.25	\$0.00
	STORM SEWER 1C													
1	30" CLASS III RCP STORM	352.00	LF	\$62.50	\$22,000.00	253.44	0.00	253.44	\$15,840.00	\$0.00	\$15,840.00	72%	\$6,160.00	\$1,584.00
2	CONTROL STRUCTURE TYPE H	3.00	EA	\$10,350.00	\$31,050.00	1.50	0.00	1.50	\$15,525.00	\$0.00	\$15,525.00	50%	\$15,525.00	\$1,552.50
	TOTAL STORM SEWER 1C				\$53,050.00				\$31,365.00	\$0.00	\$31,365.00	59%	\$21,685.00	\$3,136.50
	STORM SEWER 1B													
1	CONNECT TO EXISTING STORM	1.00	EA	\$3,400.00	\$3,400.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$3,400.00	\$0.00
2	15" CLASS III RCP STORM	80.00	LF	\$28.50	\$2,280.00	41.60	0.00	41.60	\$1,185.60	\$0.00	\$1,185.60	52%	\$1,094.40	\$118.56
3	18" CLASS III RCP STORM	(264.00)	LF	\$34.50	-\$9,108.00	-264.00	0.00	-264.00	(\$9,108.00)	\$0.00	(\$9,108.00)	100%	\$0.00	(\$910.80)
4	24" CLASS III RCP STORM	96.00	LF	\$46.50	\$4,464.00	65.28	0.00	65.28	\$3,035.52	\$0.00	\$3,035.52	68%	\$1,428.48	\$303.55
5	48" CLASS III RCP STORM	344.00	LF	\$150.00	\$51,600.00	261.44	0.00	261.44	\$39,216.00	\$0.00	\$39,216.00	76%	\$12,384.00	\$3,921.60
6	24" X 38" CLASS III ERCP STORM	16.00	LF	\$150.00	\$2,400.00	8.32	0.00	8.32	\$1,248.00	\$0.00	\$1,248.00	52%	\$1,152.00	\$124.80
7	MANATEE CO. CURB INLET	(2.00)	EA	\$3,850.00	-\$7,700.00	-2.00	0.00	-2.00	(\$7,700.00)	\$0.00	(\$7,700.00)	100%	\$0.00	(\$770.00)
8	TYPE C BUBBLER BOX	1.00	EA	\$2,050.00	\$2,050.00	0.46	0.00	0.46	\$943.00	\$0.00	\$943.00	46%	\$1,107.00	\$94.30

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RIPA & ASSOCIATES PROJECT # 01-1789A

ITEM NO.	DESCRIPTION OF WORK	QTY	CONTRACT SUM TO DATE											BALANCE TO FINISH		10% RETAINAGE
			UNIT	BASE CONTRACT		ESTIMATED QUANTITY			TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	PERCENT COMPLETE	TO DATE	TO DATE		
				UNIT PRICE	VALUE	THIS ESTIMATE	PREV ESTIMATE	TOTAL ESTIMATE	THIS PERIOD	PREV APPLICATION	TO DATE	TO DATE				
9	TYPE D BUBBLER BOX	1.00	EA	\$2,500.00	\$2,500.00	0.55	0.00	0.55	\$1,375.00	\$0.00	\$1,375.00	55%	\$1,125.00	\$137.50		
10	TYPE P MANHOLE	(1.00)	EA	\$2,750.00	-\$2,750.00	-1.00	0.00	-1.00	(\$2,750.00)	\$0.00	(\$2,750.00)	100%	\$0.00	(\$275.00)		
11	CONTROL STRUCTURE TYPE D	(2.00)	EA	\$4,800.00	-\$9,600.00	-2.00	0.00	-2.00	(\$9,600.00)	\$0.00	(\$9,600.00)	100%	\$0.00	(\$960.00)		
12	15" PIPE SUPPORT ENDWALL	(1.00)	EA	\$1,550.00	-\$1,550.00	-1.00	0.00	-1.00	(\$1,550.00)	\$0.00	(\$1,550.00)	100%	\$0.00	(\$155.00)		
13	18" PIPE SUPPORT ENDWALL	(2.00)	EA	\$1,600.00	-\$3,200.00	-2.00	0.00	-2.00	(\$3,200.00)	\$0.00	(\$3,200.00)	100%	\$0.00	(\$320.00)		
14	24" PIPE SUPPORT ENDWALL	(5.00)	EA	\$1,900.00	-\$9,500.00	-5.00	0.00	-5.00	(\$9,500.00)	\$0.00	(\$9,500.00)	100%	\$0.00	(\$950.00)		
15	30" PIPE SUPPORT ENDWALL	6.00	EA	\$2,900.00	\$17,400.00	3.00	0.00	3.00	\$8,700.00	\$0.00	\$8,700.00	50%	\$8,700.00	\$870.00		
16	24" X 38" PIPE SUPPORT ENDWALL	2.00	EA	\$2,400.00	\$4,800.00	0.76	0.00	0.76	\$1,824.00	\$0.00	\$1,824.00	38%	\$2,976.00	\$182.40		
17	29" X 45" ERCP MES	(2.00)	EA	\$3,850.00	-\$7,700.00	-2.00	0.00	-2.00	(\$7,700.00)	\$0.00	(\$7,700.00)	100%	\$0.00	(\$770.00)		
18	24" RCP MES	1.00	EA	\$2,000.00	\$2,000.00	0.15	0.00	0.15	\$300.00	\$0.00	\$300.00	15%	\$1,700.00	\$30.00		
19	30" RCP MES	(2.00)	EA	\$2,600.00	-\$5,200.00	-2.00	0.00	-2.00	(\$5,200.00)	\$0.00	(\$5,200.00)	100%	\$0.00	(\$520.00)		
20	48" RCP MES	1.00	EA	\$4,500.00	\$4,500.00	0.58	0.00	0.58	\$2,610.00	\$0.00	\$2,610.00	58%	\$1,890.00	\$261.00		
21	RIP RAP AT END SECTION	2.00	EA	\$600.00	\$1,200.00	1.00	0.00	1.00	\$600.00	\$0.00	\$600.00	50%	\$600.00	\$60.00		
22	DEWATERING	1.00	LS	\$7,000.00	\$7,000.00	0.50	0.00	0.50	\$3,500.00	\$0.00	\$3,500.00	50%	\$3,500.00	\$350.00		
23	STORM SEWER TESTING	1.00	LS	\$5,000.00	\$5,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$5,000.00	\$0.00		
24	CONNECT TO EXISTING STORM	2.00	EA	\$3,200.00	\$6,400.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$6,400.00	\$0.00		
25	15" CLASS III RCP STORM	120.00	LF	\$28.50	\$3,420.00	62.40	0.00	62.40	\$1,778.40	\$0.00	\$1,778.40	52%	\$1,641.60	\$177.84		
26	18" CLASS III RCP STORM	400.00	LF	\$34.50	\$13,800.00	348.00	0.00	348.00	\$12,006.00	\$0.00	\$12,006.00	87%	\$1,794.00	\$1,200.60		
27	24" CLASS III RCP STORM	1,048.00	LF	\$46.50	\$48,732.00	723.12	0.00	723.12	\$33,625.08	\$0.00	\$33,625.08	69%	\$15,106.92	\$3,362.51		
28	30" CLASS III RCP STORM	256.00	LF	\$62.50	\$16,000.00	184.32	0.00	184.32	\$11,520.00	\$0.00	\$11,520.00	72%	\$4,480.00	\$1,152.00		
29	29" X 45" CLASS III ERCP STORM	120.00	LF	\$135.00	\$16,200.00	99.60	0.00	99.60	\$13,446.00	\$0.00	\$13,446.00	83%	\$2,754.00	\$1,344.60		
30	MANATEE CO. CURB INLET	14.00	EA	\$3,850.00	\$53,900.00	7.28	0.00	7.28	\$28,028.00	\$0.00	\$28,028.00	52%	\$25,872.00	\$2,802.80		
31	TYPE C BUBBLER BOX	2.00	EA	\$2,050.00	\$4,100.00	0.92	0.00	0.92	\$1,886.00	\$0.00	\$1,886.00	46%	\$2,214.00	\$188.60		
32	TYPE D BUBBLER BOX	1.00	EA	\$2,500.00	\$2,500.00	0.55	0.00	0.55	\$1,375.00	\$0.00	\$1,375.00	55%	\$1,125.00	\$137.50		
33	TYPE P MANHOLE	2.00	EA	\$2,750.00	\$5,500.00	1.50	0.00	1.50	\$4,125.00	\$0.00	\$4,125.00	75%	\$1,375.00	\$412.50		
34	CONTROL STRUCTURE TYPE D	4.00	EA	\$4,800.00	\$19,200.00	3.12	0.00	3.12	\$14,976.00	\$0.00	\$14,976.00	78%	\$4,224.00	\$1,497.60		
35	CONTROL STRUCTURE TYPE C	2.00	EA	\$4,200.00	\$8,400.00	1.10	0.00	1.10	\$4,620.00	\$0.00	\$4,620.00	55%	\$3,780.00	\$462.00		
36	15" PIPE SUPPORT ENDWALL	1.00	EA	\$1,550.00	\$1,550.00	1.00	0.00	1.00	\$1,550.00	\$0.00	\$1,550.00	100%	\$0.00	\$155.00		
37	18" PIPE SUPPORT ENDWALL	2.00	EA	\$1,600.00	\$3,200.00	2.00	0.00	2.00	\$3,200.00	\$0.00	\$3,200.00	100%	\$0.00	\$320.00		
38	24" PIPE SUPPORT ENDWALL	7.00	EA	\$1,900.00	\$13,300.00	5.95	0.00	5.95	\$11,305.00	\$0.00	\$11,305.00	85%	\$1,995.00	\$1,130.50		
39	30" RCP MES	2.00	EA	\$2,600.00	\$5,200.00	2.00	0.00	2.00	\$5,200.00	\$0.00	\$5,200.00	100%	\$0.00	\$520.00		
40	29" X 45" ERCP MES	2.00	EA	\$3,850.00	\$7,700.00	1.10	0.00	1.10	\$4,235.00	\$0.00	\$4,235.00	55%	\$3,465.00	\$423.50		
41	BRICK & MORTAR PLUGS	1.00	LS	\$6,000.00	\$6,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$6,000.00	\$0.00		
42	DEWATERING	1.00	LS	\$18,000.00	\$18,000.00	0.50	0.00	0.50	\$9,000.00	\$0.00	\$9,000.00	50%	\$9,000.00	\$900.00		
43	STORM SEWER TESTING	1.00	LS	\$14,000.00	\$14,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$14,000.00	\$0.00		
	TOTAL STORM SEWER 1B				\$321,388.00				\$170,104.60	\$0.00	\$170,104.60	53%	\$151,283.40	\$17,010.46		
	SANITARY SEWER 1B															

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5/1/19
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ITEM NO.	DESCRIPTION OF WORK	QTY	CONTRACT SUM TO DATE										BALANCE TO FINISH TO DATE	10% RETAINAGE TO DATE
				BASE CONTRACT		ESTIMATED QUANTITY			TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	PERCENT COMPLETE		
				UNIT	UNIT PRICE	VALUE	THIS ESTIMATE	PREV ESTIMATE	TOTAL ESTIMATE	THIS PERIOD	PREV APPLICATION	TO DATE		
1	8" PVC (0-6' CUT)	42.00	LF	\$15.50	\$651.00	0.00	42.00	42.00	\$0.00	\$651.00	\$651.00	100%	\$0.00	\$65.10
2	8" PVC (6'-8' CUT)	(20.00)	LF	\$16.50	-\$330.00	0.00	-20.00	-20.00	\$0.00	(\$330.00)	(\$330.00)	100%	\$0.00	(\$33.00)
3	8" PVC (8'-10' CUT)	(103.00)	LF	\$18.00	-\$1,854.00	0.00	-103.00	-103.00	\$0.00	(\$1,854.00)	(\$1,854.00)	100%	\$0.00	(\$185.40)
4	8" PVC (10'-12' CUT)	263.00	LF	\$20.00	\$5,260.00	178.84	84.16	263.00	\$3,576.80	\$1,683.20	\$5,260.00	100%	\$0.00	\$526.00
5	8" PVC (12'-14' CUT)	(134.00)	LF	\$23.00	-\$3,082.00	-134.00	0.00	-134.00	(\$3,082.00)	\$0.00	(\$3,082.00)	100%	\$0.00	(\$308.20)
6	8" PVC (14'-16' CUT)	43.00	LF	\$45.00	\$1,935.00	43.00	0.00	43.00	\$1,935.00	\$0.00	\$1,935.00	100%	\$0.00	\$193.50
7	8" PVC (16'-18' CUT)	(7.00)	LF	\$61.00	-\$427.00	-7.00	0.00	-7.00	(\$427.00)	\$0.00	(\$427.00)	100%	\$0.00	(\$42.70)
8	8" PVC (18'-20' CUT)	311.00	LF	\$76.00	\$23,636.00	311.00	0.00	311.00	\$23,636.00	\$0.00	\$23,636.00	100%	\$0.00	\$2,363.60
9	SANITARY MANHOLE (0'-6' CUT)	1.00	EA	\$2,850.00	\$2,850.00	0.75	0.20	0.95	\$2,137.50	\$570.00	\$2,707.50	95%	\$142.50	\$270.75
10	SANITARY MANHOLE (12'-14' CUT)	(1.00)	EA	\$4,450.00	-\$4,450.00	-1.00	0.00	-1.00	(\$4,450.00)	\$0.00	(\$4,450.00)	100%	\$0.00	(\$445.00)
11	SANITARY MANHOLE (18'-20' CUT)	1.00	EA	\$6,050.00	\$6,050.00	0.95	0.00	0.95	\$5,747.50	\$0.00	\$5,747.50	95%	\$302.50	\$574.75
12	SINGLE SERVICE	5.00	EA	\$695.00	\$3,475.00	5.00	0.00	5.00	\$3,475.00	\$0.00	\$3,475.00	100%	\$0.00	\$347.50
13	DOUBLE SERVICE	5.00	EA	\$1,150.00	\$5,750.00	5.00	0.00	5.00	\$5,750.00	\$0.00	\$5,750.00	100%	\$0.00	\$575.00
14	DEWATERING	1.00	LS	\$13,750.00	\$13,750.00	1.00	0.00	1.00	\$13,750.00	\$0.00	\$13,750.00	100%	\$0.00	\$1,375.00
15	SANITARY SEWER TESTING	1.00	LS	\$6,200.00	\$6,200.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$6,200.00	\$0.00
16	CONNECT TO EXISTING MANHOLE	4.00	EA	\$4,400.00	\$17,600.00	2.80	1.20	4.00	\$12,320.00	\$5,280.00	\$17,600.00	100%	\$0.00	\$1,760.00
17	8" PVC (0-6' CUT)	117.00	LF	\$15.50	\$1,813.50	117.00	0.00	117.00	\$1,813.50	\$0.00	\$1,813.50	100%	\$0.00	\$181.35
18	8" PVC (6'-8' CUT)	405.00	LF	\$16.50	\$6,682.50	283.50	121.50	405.00	\$4,677.75	\$2,004.75	\$6,682.50	100%	\$0.00	\$668.25
19	8" PVC (8'-10' CUT)	302.00	LF	\$18.00	\$5,436.00	181.20	120.80	302.00	\$3,261.60	\$2,174.40	\$5,436.00	100%	\$0.00	\$543.60
20	8" PVC (10'-12' CUT)	148.00	LF	\$20.00	\$2,960.00	37.00	0.00	37.00	\$740.00	\$0.00	\$740.00	25%	\$2,220.00	\$74.00
21	8" PVC (12'-14' CUT)	480.00	LF	\$23.00	\$11,040.00	456.00	0.00	456.00	\$10,488.00	\$0.00	\$10,488.00	95%	\$552.00	\$1,048.80
22	8" PVC (14'-16' CUT)	225.00	LF	\$45.00	\$10,125.00	225.00	0.00	225.00	\$10,125.00	\$0.00	\$10,125.00	100%	\$0.00	\$1,012.50
23	8" PVC (16'-18' CUT)	171.00	LF	\$61.00	\$10,431.00	171.00	0.00	171.00	\$10,431.00	\$0.00	\$10,431.00	100%	\$0.00	\$1,043.10
24	8" PVC (18'-20' CUT)	21.00	LF	\$76.00	\$1,596.00	21.00	0.00	21.00	\$1,596.00	\$0.00	\$1,596.00	100%	\$0.00	\$159.60
25	SANITARY MANHOLE (0'-6' CUT)	2.00	EA	\$2										

Summerwoods 1B

APPLICATION FOR PAYMENT

PAY APP
FROM
TO2
5/1/19
5/31/19

RIPA & ASSOCIATES PROJECT # 01-1799A

ITEM NO.	DESCRIPTION OF WORK	QTY.	CONTRACT SUM TO DATE										BALANCE TO FINISH TO DATE	10% RETAINAGE TO DATE
			BASE CONTRACT			ESTIMATED QUANTITY			TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	PERCENT COMPLETE		
			UNIT	UNIT PRICE	VALUE	THIS ESTIMATE	PREV ESTIMATE	TOTAL ESTIMATE	THIS PERIOD	PREV APPLICATION	TO DATE	TO DATE		
1	4" PVC WATER MAIN (DR 18)	(100.00)	LF	\$10.00	-\$1,000.00	-100.00	0.00	-100.00	(\$1,000.00)	\$0.00	(\$1,000.00)	100%	\$0.00	(\$100.00)
2	2" WATER SERVICE PIPE	100.00	LF	\$8.25	\$825.00	100.00	0.00	100.00	\$825.00	\$0.00	\$825.00	100%	\$0.00	\$82.50
3	8" GATE VALVE ASSEMBLY	1.00	EA	\$1,300.00	\$1,300.00	1.00	0.00	1.00	\$1,300.00	\$0.00	\$1,300.00	100%	\$0.00	\$130.00
4	6" GATE VALVE ASSEMBLY	1.00	EA	\$940.00	\$940.00	0.80	0.00	0.80	\$752.00	\$0.00	\$752.00	80%	\$188.00	\$75.20
5	8" MJ BEND	3.00	EA	\$260.00	\$780.00	2.25	0.00	2.25	\$585.00	\$0.00	\$585.00	75%	\$195.00	\$58.50
6	FIRE HYDRANT ASSEMBLY	1.00	EA	\$5,450.00	\$5,450.00	0.80	0.00	0.80	\$4,360.00	\$0.00	\$4,360.00	80%	\$1,090.00	\$436.00
7	CONNECT TO EXISTING WATERMAIN	5.00	EA	\$3,550.00	\$17,750.00	1.50	0.00	1.50	\$5,325.00	\$0.00	\$5,325.00	30%	\$12,425.00	\$532.50
8	TEMPORARY 4" JUMPER	4.00	EA	\$7,500.00	\$30,000.00	1.00	0.00	1.00	\$7,500.00	\$0.00	\$7,500.00	25%	\$22,500.00	\$750.00
9	8" PVC WATER MAIN (DR 18)	2,500.00	LF	\$17.25	\$43,125.00	1875.00	0.00	1875.00	\$32,343.75	\$0.00	\$32,343.75	75%	\$10,781.25	\$3,234.38
10	6" PVC WATER MAIN (DR 18)	80.00	LF	\$12.75	\$1,020.00	44.00	0.00	44.00	\$561.00	\$0.00	\$561.00	55%	\$459.00	\$56.10
11	4" PVC WATER MAIN (DR 18)	280.00	LF	\$10.00	\$2,800.00	280.00	0.00	280.00	\$2,800.00	\$0.00	\$2,800.00	100%	\$0.00	\$280.00
12	2" WATER SERVICE PIPE	340.00	LF	\$8.25	\$2,805.00	170.00	0.00	170.00	\$1,402.50	\$0.00	\$1,402.50	50%	\$1,402.50	\$140.25
13	8" DIP WATER MAIN	80.00	LF	\$41.35	\$3,308.00	48.00	0.00	48.00	\$1,984.80	\$0.00	\$1,984.80	60%	\$1,323.20	\$198.48
14	8" GATE VALVE ASSEMBLY	7.00	EA	\$1,300.00	\$9,100.00	5.60	0.00	5.60	\$7,280.00	\$0.00	\$7,280.00	80%	\$1,820.00	\$728.00
15	6" GATE VALVE ASSEMBLY	1.00	EA	\$940.00	\$940.00	0.75	0.00	0.75	\$705.00	\$0.00	\$705.00	75%	\$235.00	\$70.50
16	8" MJ BEND	16.00	EA	\$260.00	\$4,160.00	12.80	0.00	12.80	\$3,328.00	\$0.00	\$3,328.00	80%	\$832.00	\$332.80
17	8" MJ TEE	1.00	EA	\$395.00	\$395.00	0.80	0.00	0.80	\$316.00	\$0.00	\$316.00	80%	\$79.00	\$31.60
18	8" MJ REDUCER	1.00	EA	\$225.00	\$225.00	1.00	0.00	1.00	\$225.00	\$0.00	\$225.00	100%	\$0.00	\$22.50
19	4" MJ REDUCER	1.00	EA	\$145.00	\$145.00	1.00	0.00	1.00	\$145.00	\$0.00	\$145.00	100%	\$0.00	\$14.50
20	FIRE HYDRANT ASSEMBLY	3.00	EA	\$5,450.00	\$16,350.00	2.40	0.00	2.40	\$13,080.00	\$0.00	\$13,080.00	80%	\$3,270.00	\$1,308.00
21	SINGLE SERVICE SHORT	10.00	EA	\$680.00	\$6,800.00	5.00	0.00	5.00	\$3,400.00	\$0.00	\$3,400.00	50%	\$3,400.00	\$340.00
22	DOUBLE SERVICE SHORT	13.00	EA	\$1,050.00	\$13,650.00	6.50	0.00	6.50	\$6,825.00	\$0.00	\$6,825.00	50%	\$6,825.00	\$682.50
23	SINGLE SERVICE LONG	17.00	EA	\$775.00	\$13,175.00	8.50	0.00	8.50	\$6,587.50	\$0.00	\$6,587.50	50%	\$6,587.50	\$658.75
24	DOUBLE SERVICE LONG	12.00	EA	\$1,150.00	\$13,800.00	6.00	0.00	6.00	\$6,900.00	\$0.00	\$6,900.00	50%	\$6,900.00	\$690.00
25	TEMPORARY BLOWOFF ASSEMBLY	4.00	EA	\$1,350.00	\$5,400.00	1.00	0.00	1.00	\$1,350.00	\$0.00	\$1,350.00	25%	\$4,050.00	\$135.00
26	SAMPLE POINT	7.00	EA	\$355.00	\$2,485.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$2,485.00	\$0.00
27	CHLORINE INJECTION POINT	1.00	EA	\$355.00	\$355.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$355.00	\$0.00
28	CHLORINATION & PRESSURE TESTING	1.00	LS	\$12,500.00	\$12,500.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$12,500.00	\$0.00
TOTAL WATERMAIN 1B					\$208,583.00				\$108,880.55	\$0.00	\$108,880.55	52%	\$99,702.45	\$10,888.06
RECLAIMED WATERMAIN 1B														
1	8" PVC RECLAIMED MAIN (DR 18)	205.00	LF	\$17.25	\$3,536.25	123.00	0.00	123.00	\$2,121.75	\$0.00	\$2,121.75	60%	\$1,414.50	\$212.18
2	6" PVC RECLAIMED MAIN (DR 18)	(60.00)	LF	\$12.75	-\$765.00	-60.00	0.00	-60.00	(\$765.00)	\$0.00	(\$765.00)	100%	\$0.00	(\$76.50)
3	4" PVC WATER MAIN (DR 18)	(10.00)	LF	\$10.00	-\$100.00	-10.00	0.00	-10.00	(\$100.00)	\$0.00	(\$100.00)	100%	\$0.00	(\$10.00)
4	2" WATER SERVICE PIPE	(145.00)	LF	\$8.25	-\$1,196.25	-145.00	0.00	-145.00	(\$1,196.25)	\$0.00	(\$1,196.25)	100%	\$0.00	(\$119.63)
5	6" GATE VALVE ASSEMBLY	(2.00)	EA	\$940.00	-\$1,880.00	-2.00	0.00	-2.00	(\$1,880.00)	\$0.00	(\$1,880.00)	100%	\$0.00	(\$188.00)
6	8" MJ BEND	3.00	EA	\$260.00	\$780.00	2.40	0.00	2.40	\$624.00	\$0.00	\$624.00	80%	\$156.00	\$62.40
7	6" MJ BEND	(1.00)	EA	\$190.00	-\$190.00	-1.00	0.00	-1.00	(\$190.00)	\$0.00	(\$190.00)	100%	\$0.00	(\$19.00)

Summerwoods 1B

APPLICATION FOR PAYMENT

PAY APP
FROM
TO2
5/1/19
5/31/19

RIPA & ASSOCIATES PROJECT # 01-1799A

ITEM NO.	DESCRIPTION OF WORK	QTY	CONTRACT SUM TO DATE											BALANCE TO FINISH	10% RETAINAGE
			UNIT	BASE CONTRACT		ESTIMATED QUANTITY			TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	PERCENT COMPLETE			
				UNIT PRICE	VALUE	THIS ESTIMATE	PREV ESTIMATE	TOTAL ESTIMATE	THIS PERIOD	PREV APPLICATION	TO DATE	TO DATE	TO DATE		
8	CONNECT TO EXISTING RECLAIMED	4.00	EA	\$2,650.00	\$10,600.00	1.00	0.00	1.00	\$2,650.00	\$0.00	\$2,650.00	25%	\$7,950.00	\$265.00	
9	8" PVC RECLAIMED MAIN (DR 1B)	1,120.00	LF	\$17.25	\$19,320.00	672.00	0.00	672.00	\$11,592.00	\$0.00	\$11,592.00	60%	\$7,728.00	\$1,159.20	
10	6" PVC RECLAIMED MAIN (DR 1B)	980.00	LF	\$12.75	\$12,495.00	637.00	0.00	637.00	\$8,121.75	\$0.00	\$8,121.75	65%	\$4,373.25	\$812.18	
11	4" PVC WATER MAIN (DR 1B)	140.00	LF	\$10.00	\$1,400.00	77.00	0.00	77.00	\$770.00	\$0.00	\$770.00	55%	\$630.00	\$77.00	
12	2" WATER SERVICE PIPE	340.00	LF	\$8.25	\$2,805.00	204.00	0.00	204.00	\$1,683.00	\$0.00	\$1,683.00	60%	\$1,122.00	\$168.30	
13	8" DIP WATER MAIN	240.00	LF	\$41.35	\$9,924.00	144.00	0.00	144.00	\$5,954.40	\$0.00	\$5,954.40	60%	\$3,969.60	\$595.44	
14	8" GATE VALVE ASSEMBLY	5.00	EA	\$1,300.00	\$6,500.00	4.00	0.00	4.00	\$5,200.00	\$0.00	\$5,200.00	80%	\$1,300.00	\$520.00	
15	6" GATE VALVE ASSEMBLY	5.00	EA	\$940.00	\$4,700.00	4.00	0.00	4.00	\$3,760.00	\$0.00	\$3,760.00	80%	\$940.00	\$376.00	
16	8" MJ BEND	14.00	EA	\$260.00	\$3,640.00	11.20	0.00	11.20	\$2,912.00	\$0.00	\$2,912.00	80%	\$728.00	\$291.20	
17	6" MJ BEND	9.00	EA	\$190.00	\$1,710.00	7.20	0.00	7.20	\$1,368.00	\$0.00	\$1,368.00	80%	\$342.00	\$136.80	
18	8" MJ TEE	2.00	EA	\$395.00	\$790.00	1.60	0.00	1.60	\$632.00	\$0.00	\$632.00	80%	\$158.00	\$63.20	
19	4" MJ REDUCER	1.00	EA	\$145.00	\$145.00	1.00	0.00	1.00	\$145.00	\$0.00	\$145.00	100%	\$0.00	\$14.50	
20	SINGLE SERVICE SHORT	3.00	EA	\$680.00	\$2,040.00	1.50	0.00	1.50	\$1,020.00	\$0.00	\$1,020.00	50%	\$1,020.00	\$102.00	
21	DOUBLE SERVICE SHORT	18.00	EA	\$1,000.00	\$18,000.00	9.00	0.00	9.00	\$9,000.00	\$0.00	\$9,000.00	50%	\$9,000.00	\$900.00	
22	SINGLE SERVICE LONG	4.00	EA	\$775.00	\$3,100.00	2.00	0.00	2.00	\$1,550.00	\$0.00	\$1,550.00	50%	\$1,550.00	\$155.00	
23	DOUBLE SERVICE LONG	17.00	EA	\$1,150.00	\$19,550.00	8.50	0.00	8.50	\$9,775.00	\$0.00	\$9,775.00	50%	\$9,775.00	\$977.50	
24	TEMPORARY BLOWOFF ASSEMBLY	4.00	EA	\$1,350.00	\$5,400.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$5,400.00	\$0.00	
25	PERMANENT BLOWOFF ASSEMBLY	1.00	EA	\$1,700.00	\$1,700.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$1,700.00	\$0.00	
26	PRESSURE TESTING	1.00	LS	\$9,150.00	\$9,150.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$9,150.00	\$0.00	
	TOTAL RECLAIMED WATERMAIN 1B				\$133,154.00				\$64,747.65	\$0.00	\$64,747.65	49%	\$68,406.35	\$6,474.77	
	CHANGE ORDER #1														
	DPO CREDITS														
1	DPO CREDIT - STORM PIPE	1.00	LS	-\$42,647.79	-\$42,647.79	1.00	0.00	1.00	(\$42,647.79)	\$0.00	(\$42,647.79)	100%	\$0.00	(\$4,264.78)	
2	DPO CREDIT - SEWER STRUCTURES	1.00	LS	-\$21,414.34	-\$21,414.34	1.00	0.00	1.00	(\$21,414.34)	\$0.00	(\$21,414.34)	100%	\$0.00	(\$2,141.43)	
3	DPO CREDIT - STORM STRUCTURES	1.00	LS	-\$30,238.38	-\$30,238.38	1.00	0.00	1.00	(\$30,238.38)	\$0.00	(\$30,238.38)	100%	\$0.00	(\$3,023.84)	
4	DPO CREDIT - SEWER MAIN	1.00	LS	-\$17,262.31	-\$17,262.31	1.00	0.00	1.00	(\$17,262.31)	\$0.00	(\$17,262.31)	100%	\$0.00	(\$1,726.23)	
5	DPO CREDIT - WATER MAIN	1.00	LS	-\$57,621.01	-\$57,621.01	1.00	0.00	1.00	(\$57,621.01)	\$0.00	(\$57,621.01)	100%	\$0.00	(\$5,762.10)	
6	DPO CREDIT - RECLAIMED MAIN	1.00	LS	-\$33,698.41	-\$33,698.41	1.00	0.00	1.00	(\$33,698.41)	\$0.00	(\$33,698.41)	100%	\$0.00	(\$3,369.84)	
7	SIGNAGE MODIFICATIONS BY MANATEE COUNTY	1.00	LS	\$4,562.50	\$4,562.50	1.00	0.00	1.00	\$4,562.50	\$0.00	\$4,562.50	100%	\$0.00	\$456.25	
	TOTAL CHANGE ORDER #1				-\$198,319.74				(\$198,319.74)	\$0.00	(\$198,319.74)	100%	\$0.00	(\$19,831.97)	
	CONTRACT SUMMARY														
1	EARTHWORK 1C				\$315,110.00				\$0.00	\$132,600.00	\$132,600.00	42%	\$182,510.00	\$13,260.00	
2	PAVING 1B				\$401,535.25				\$0.00	\$0.00	\$0.00	0%	\$401,535.25	\$0.00	
3	STORM SEWER 1C				\$53,050.00				\$31,365.00	\$0.00	\$31,365.00	59%	\$21,685.00	\$3,136.50	
4	STORM SEWER 1B				\$321,388.00				\$170,104.60	\$0.00	\$170,104.60	53%	\$151,283.40	\$17,010.46	
5	SANITARY SEWER 1B				\$256,513.00				\$199,234.90	\$21,117.35	\$220,352.25	86%	\$36,160.75	\$22,035.23	

Summerwoods 1B

APPLICATION FOR PAYMENT

PAY APP
FROM
TO2
5/1/19
5/31/19

RIPA & ASSOCIATES PROJECT # 01-1799A

ITEM NO.	DESCRIPTION OF WORK	QTY	CONTRACT SUM TO DATE											
				BASE CONTRACT		ESTIMATED QUANTITY			TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	PERCENT COMPLETE	BALANCE TO FINISH	10% RETAINAGE
			UNIT	UNIT PRICE	VALUE	THIS ESTIMATE	PREV ESTIMATE	TOTAL ESTIMATE	THIS PERIOD	PREV APPLICATION	TO DATE	TO DATE	TO DATE	TO DATE
6	WATERMAIN 1B				\$208,583.00				\$108,880.55	\$0.00	\$108,880.55	52%	\$99,702.45	\$10,888.06
7	RECLAIMED WATERMAIN 1B				\$133,154.00				\$64,747.65	\$0.00	\$64,747.65	49%	\$68,406.35	\$6,474.77
	TOTAL ALL SCHEDULES				\$1,689,333.25				\$574,332.70	\$153,717.35	\$728,050.05	43%	\$961,283.20	\$72,805.02
	CHANGE ORDER #1				-\$198,319.74				(\$198,319.74)	\$0.00	(\$198,319.74)	100%	\$0.00	(\$19,831.97)
	TOTAL CHANGE ORDERS				-\$198,319.74				(\$198,319.74)	\$0.00	(\$198,319.74)	100%	\$0.00	(\$19,831.97)
	ADJUSTED CONTRACT TOTAL				\$1,491,013.51				\$376,012.96	\$153,717.35	\$529,730.31	36%	\$961,283.20	\$52,973.05

Summer Woods CDD
9530 Marketplace Road
Suite 206
Ft. Myers, FL 33912

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$ 338,411.65, paid by VK Summerwoods LLC (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Summerwoods according to the plat thereof on file in the office of the Clerk of the Court in and for Manatee County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this 29th day of May 20 19.

CONTRACTOR

BY: [Signature]

PRINT: Jay Robbins

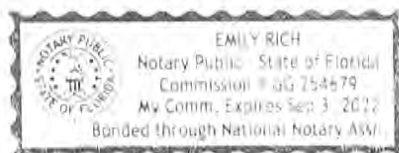
TITLE: Project Manager

STATE OF Florida

COUNTY OF Hillsborough

The foregoing was acknowledged before me this 29th day of May 20 19 by Jay Robbins as Project Manager of Ripa & Associates, LLC a Florida Corporation, for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.

NOTARY PUBLIC



BY: Emily Rich

PRINT: Emily Rich

COMMISSION #: _____

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (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. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

From: [Kaitlyn Gallant](#)
To: [Hanna Yi](#)
Subject: Fwd: Summerwoods 1B Pay App #2 May 2019
Date: Friday, May 31, 2019 12:53:49 PM
Attachments: [image003.jpg](#)
[image004.png](#)
[image005.jpg](#)

Please see below. It's ok to process that pay app.

Thanks,

Kaitlyn Gallant
Manager, District Accounting Services
Rizzetta & Company
12750 Citrus Park Lane
Suite 115
Tampa, Florida 33625

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Begin forwarded message:

From: Matt Morris <mmorris@morrisengineering.net>
Date: May 31, 2019 at 11:43:23 AM EDT
To: Emily Rich <erich@ripaconstruction.com>, Paul Martin <pmartin@kolter.com>, "blopreste@kolter.com" <blopreste@kolter.com>, Greg Meath <gmeath@kolter.com>, Heather Mattiza <HMattiza@rizzetta.com>, "kgallant@rizzetta.com" <kgallant@rizzetta.com>
Cc: Jay Robbins <jrobbins@ripaconstruction.com>, Kristen Bates <kbates@ripaconstruction.com>
Subject: RE: Summerwoods 1B Pay App #2 May 2019

All –

I am out of the office and cannot print and sign this for another 2 weeks... please let this email serve as my approval of the attached pay application. All of this appears to be ok for CDD funding...

Matt Morris, P.E.

President



6997 Professional Parkway East, Suite B

Sarasota, Florida 34240

(941)444-6644 (Office)

(941)228-4729 (Cell)

www.morrisengineering.net

From: Emily Rich <erich@ripaconstruction.com>

Sent: Thursday, May 30, 2019 5:48 PM

To: Paul Martin <pmartin@kolter.com>; blopreste@kolter.com; Greg Meath <gmeath@kolter.com>; Matt Morris <mmorris@morrisengineering.net>; Heather Mattiza <HMattiza@rizzetta.com>; kgallant@rizzetta.com

Cc: Jay Robbins <jrobbins@ripaconstruction.com>; Kristen Bates <kbates@ripaconstruction.com>

Subject: Summerwoods 1B Pay App #2 May 2019

Good Afternoon,

Attached is RIPA's Pay App #2 for the Summerwoods 1B project. The original will be mailed to Bryon LoPreste.

Once engineer approved, please email a scanned copy back to me.

Contact RIPA PM, Jay Robbins, with questions regarding items billed this month.

Thank You,

Emily Rich

Accounting



RIPA & Associates 1409 Tech Boulevard . Suite 1 . Tampa, FL 33619

Main (813) 623-6777 . Fax (813) 663-6772

Email: erich@ripaconstruction.com . Web Site: www.ripaconstruction.com

Bryon LoPreste

From: Matt Morris <mmorris@morrisengineering.net>
Sent: Monday, June 03, 2019 2:13 PM
To: Hanna Yi; Jim Harvey
Cc: Belinda Blandon; Bryon LoPreste; Dave Truxton; Paul Martin; Natasha Dhanpat
Subject: Re: CR 18 - Revised

[External Email]

Banana, I am out of the office and unable to sign for the next 2 weeks... is it possible for this email to serve as my approval of the requisitions?

Matt Morris, PE
President
Morris Engineering and Consulting, LLC
6997 Professional Parkway East, Suite B
Sarasota, Florida 34240
O: (941)444-6644
C: (941)228-4729

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: Hanna Yi <HYi@rizzetta.com>
Date: 6/3/19 9:31 AM (GMT-09:00)
To: Matt Morris <mmorris@morrisengineering.net>, "jharvey@kolter.com" <jharvey@kolter.com>
Cc: Belinda Blandon <BBlandon@rizzetta.com>, "blopreste@kolter.com" <blopreste@kolter.com>, "dtruxton@kolter.com" <dtruxton@kolter.com>, "pmartin@kolter.com" <pmartin@kolter.com>, Natasha Dhanpat <NDhanpat@rizzetta.com>
Subject: CR 18 - Revised

Good afternoon Matt and Jim,

Matt – please sign the requisitions and email the signed requisitions to Jim.

Jim – Please sign the executed copy of the requisitions and email the pages with both signatures back to me.

Thank you,

Hanna Yi
Accounting Clerk

Rizzetta & Company
9428 Camden Field Parkway
Riverview, FL 33578
Phone: 813.533.2950

hvi@rizzetta.com



Rizzetta & Company
Professionals in Community Management

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SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9530 MARKETPLACE ROAD · SUITE 206 · FT. MYERS, FLORIDA 33912

July 16, 2019

Summer Woods CDD, Construction Account
Attention: Natasha Dhanpat
9428 Camden Field Parkway
Riverview, FL 33578

RE: Construction Account, Series 2018A-2
Requisitions for Payment

Dear Natasha:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District's Suntrust Construction Account.

PLEASE EXPEDITE PAYMENT TO PAYEE(S) VIA UPS

REQUISITION NO.	PAYEE	AMOUNT
CUS 19	County Materials	\$23,982.32
CUS 20	Fortiline	\$42,128.00

If you have any questions regarding this request, please do not hesitate to call me at (239) 936-0913. Thank you for your prompt attention to this matter.

Very truly yours,
SUMMER WOODS
COMMUNITY DEVELOPMENT DISTRICT

Belinda Blandon
District Manager

**SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2018A-1
(ASSESSMENT AREA ONE PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Summer Woods Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the "Trustee"), dated as of May 1, 2018, as supplemented by that certain First Supplemental Trust Indenture dated as of May 1, 2018 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

June 11, 2019

- (A) Requisition Number: **CUS 19**
- (B) Identify Acquisition Agreement, if applicable; N/A
- (C) Name of Payee pursuant to Acquisition Agreement:

**County Materials
PO Box 38
Marathon, WI 54448-0038**
- (D) Amount Payable: **\$23,982.32**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Various Invoice #'s for Summer Woods 1B as per Attached Spreadsheet**
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

SunTrust Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area One Project; and
4. Each disbursement represents a cost of the Assessment Area One Project which has not previously been paid.

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

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

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

SUMMER WOODS COMMUNITY
DEVELOPMENT DISTRICT

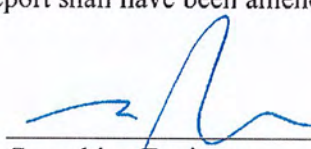
By: 

Responsible Officer

Date: 6-21-19

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area One Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.


Consulting Engineer

01-1799



INVOICE SUMMARY

01-1799-003-OPO	Summerwoods 1B	
VENDOR NAME:	County Materials	

Invoice Number	Gross Amount w/o Tax	TAX SAVINGS	CREDIT DUE	Description
149037-01	\$ 3,370.64	\$ 202.24	\$ 3,572.88	
149037-13	\$ 3,833.76	\$ 230.03	\$ 4,063.79	
149037-14	\$ 2,468.48	\$ 148.11	\$ 2,616.59	
149037-15	\$ 3,370.64	\$ 202.24	\$ 3,572.88	
149037-16	\$ 3,370.64	\$ 202.24	\$ 3,572.88	
149037-18	\$ 3,016.16	\$ 180.97	\$ 3,197.13	
149037-20	\$ 3,651.20	\$ 219.07	\$ 3,870.27	
149037-22	\$ 900.80	\$ 54.05	\$ 954.85	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
			\$ -	
Subtotal from additional page(s)				
THIS INVOICE SUMMARY TOTAL	\$ 23,982.32	\$ 1,438.94	\$ 25,421.26	

Summary	
Original PO Amount	\$ 118,288.24
<i>Increase/Decrease Change</i>	\$ 74,752.48
<i>Revised PO Amount</i>	\$ 193,040.72
Total Previously Submitted Invoices	\$ 158,522.00
Current Invoices Total (w/o tax)	\$ 23,982.32
Remaining Balance	\$ 10,536.40

Subcontractor Name:
Ripa & Associates, LLC
Authorized Signature

INVOICE



COUNTY
MATERIALS CORPORATION

(866) 343-8488 Fax (352) 343-0471
ASTATULA, FL 34705-0435

REMIT TO:
PO BOX 38
MARATHON, WI 54448-0038

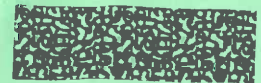
CUST #: 1102

SHIP TO: Summer Wood 1B
Manatee County
11333 Moccasin Wallow Rd
Parrish FL 34219

BILL TO: SUMMER WOODS COMM DEV DISTRICT
C/O RIPA & ASSOCIATES LLC
1409 TECH BLVD STE 1
TAMPA FL 33619

SHIPPED	INVOICE DATE	ORDER NO.
04/17/19	04/17/19	149037-01
	P.O. NO.	PAGE #
44	tb 01-1799-003-OPO	1 of 1

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
7	230380s 30" RCP CL3 SMALL BELL (13)	104.00 ✓	LF	32.41 ✓	3370.64
8	230s 30" RCCP GASKET SMALL BELL #839230	13.00	EA	0.00	0.00
Total					3370.64
Invoice Total					3370.64



PLANT PAGE	TIME 1 OF 1	DATE 04/15/19	SHIP TO 1102	999-998	SALES PERSON tb	TRUCK/DRIVER S426 G11	149037-01
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BUYER NAME SUMMER WOODS COMM DEV DISTRICT C/O RIPA & ASSOCIATES LLC 1409 TECH BLVD STE 1 TAMPA FL 33619	DELIVERY LOCATION Summer Wood 1B Manatee County 11333 Moccasin Wallow Rd Parrish FL 34219
---	---

SHIPPING WAREHOUSE ASTATULA	TERMS CHARGE	PURCHASE ORDER 01-1799-003-OPD	SLUMP
--------------------------------	-----------------	-----------------------------------	-------

LOAD/LOCATION	STOCK # / DESCRIPTION	QTY ORDERED	QTY DELIVERED	UNIT PRICE	AMOUNT
a17	230380s 30" RCP CL3 SMALL BELL (13)	104.00			
a13	230s 30" RCCP GASKET SMALL BELL #839230	13.00			

LEAVE PLANT	ARRIVE JOB SITE	START	FINISH	ARRIVE PLANT
-------------	-----------------	-------	--------	--------------

ileage _____

ONCRETE USED FOR _____

loading time allowed is six minutes per yard. Waiting is charged at rate of \$1.25 per minute.

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GAL. WATER ADDED AT PLANT	GAL. WATER ADDED AT JOB
---------------------------------	-------------------------------

LW		X
LOADED	DRIVER	RECEIVED IN GOOD ORDER

Signature represents that they have actual and apparent authority to bind Buyer. The signature above binds the Buyer to the terms and conditions (INCLUDING THE EXCLUSIVE LIMITED WARRANTY AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY) contained on the reverse side of this ticket. Signature binds Buyer to defend, indemnify, and hold harmless Seller from any and all claims, including claims for bodily injury, property damage, business loss, or any other incidental or consequential damage, arising out of the delivery, loading, unloading, or installation of the Product(s). These terms and conditions supersede all previous quotations and agreements pertaining to the Products unless otherwise previously agreed to by the Seller in writing. Any declaration of unenforceability of a provision shall be as narrow as possible and shall not affect the enforceability of the other provisions.

WHITE - OFFICE COPY • YELLOW/PINK - CUSTOMER COPY • GREEN - YARD

INVOICE



(866) 343-8488 Fax (352) 343-0471
ASTATULA, FL 34705-0435

REMIT TO:
PO BOX 38
MARATHON, WI 54448-0038

CUST #: 1102

SHIP TO: Summer Wood 1B
Manatee County
11333 Moccasin Wallow Rd
Parrish FL 34219

BILL TO: SUMMER WOODS COMM DEV DISTRICT
C/O RIPA & ASSOCIATES LLC
1409 TECH BLVD STE 1
TAMPA FL 33619

SHIPPED		INVOICE DATE	ORDER NO.
04/29/19		04/29/19	149037-13
		P.O. NO.	PAGE #
44	tb	01-1799-003-OPO	1 of 1

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
5	224380s 24" RCP CL3 SMALL BELL (21)	168.00	LFT	22.82	3833.76
6	224ep 24" RCCP GASKET SMALL BELL	21.00	EA	0.00	0.00
Total					3833.76
Invoice Total					3833.76

Safety
ful

COUNTY
MATERIALS CORPORATION



1	DATE 04/26/19	1102	SHIP TO 999-998	SALES PERSON tb	TRUCK/DRIVER 8267 Mizra	149037-13
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WOODS COMM DEV DISTRICT
RIPA & ASSOCIATES LLC
09 TECH BLVD STE 1
TAMPA FL 33619

DELIVERY LOCATION
Wood 1B
Manatee County
11333 Moccasin Wallow Rd
Parrish FL 34219

SHIPPING WAREHOUSE ASTATULA	TERMS CHARGE	PURCHASE ORDER 01-1799-003-OPD	SLUMP
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LOAD/LOCATION	STOCK # / DESCRIPTION	QTY ORDERED	QTY DELIVERED	UNIT PRICE	AMOUNT
a16	*224380s 24" RCP CL3 SMALL BELL (21)	168.00			
a13	*224ep 24" RCCP GASKET SMALL BELL	21.00			

842
F

LEAVE PLANT 5:05	ARRIVE JOB SITE 8:02	START 8:13	FINISH 8:36	ARRIVE PLANT
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mileage _____
CONCRETE USED FOR _____

GAL. WATER
ADDED AT
PLANT

GAL. WATER
ADDED AT
JOB

loading time allowed is six minutes per yard. Waiting is charged at rate of \$1.25 per minute.

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LOADED	DRIVER	RECEIVED IN GOOD ORDER
--------	--------	------------------------

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INVOICE



(866) 343-8488 Fax (352) 343-0471
ASTATULA, FL 34705-0435

REMIT TO:
PO BOX 38
MARATHON, WI 54448-0038

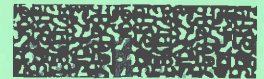
CUST #: 1102

SHIP TO: Summer Wood 1B
Manatee County
11333 Moccasin Wallow Rd
Parrish FL 34219

BILL TO: SUMMER WOODS COMM DEV DISTRICT
C/O RIPA & ASSOCIATES LLC
1409 TECH BLVD STE 1
TAMPA FL 33619

SHIPPED	INVOICE DATE	ORDER NO.
04/30/19	04/30/19	149037-14
	P.O. NO.	PAGE #
44	tb 01-1799-003-OPO	1 of 1

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
5	224380s 24" RCP CL3 SMALL BELL (5)	40.00	LFT	22.82	912.80
6	224ep 24" RCCP GASKET SMALL BELL	5.00	EA	0.00	0.00
7	230380s 30" RCP CL3 SMALL BELL (6)	48.00	LF	32.41	1555.68
8	230s 30" RCCP GASKET SMALL BELL #839230	6.00	EA	0.00	0.00
Total					2468.48
Invoice Total					2468.48



PLANT	TIME	DATE	SHIP TO	SALES PERSON	TRUCK/DRIVER	
PAGE	1 OF 1	04/29/19	1102	999-998	tb	S267 Mizra1149037-14

BUYER NAME	DELIVERY LOCATION
SUMMER WOODS COMM DEV DISTRICT C/O RIPA & ASSOCIATES LLC 1409 TECH BLVD STE 1 TAMPA FL 33619	Summer Wood 1B Manatee County 11333 Moccasin Wallow Rd Parrish FL 34219

SHIPPING WAREHOUSE	TERMS	PURCHASE ORDER	SLUMP
ASTATULA	CHARGE	01-1799-003-OPD	

LOAD/LOCATION	STOCK # / DESCRIPTION	QTY ORDERED	QTY DELIVERED	UNIT PRICE	AMOUNT
a16	*224380s 24" RCP CL3 SMALL BELL (5)	40.00			
a13	*224ep 24" RCCP GASKET SMALL BELL	5.00			
a17	*230380s 30" RCP CL3 SMALL BELL (6)	48.00			
a13	*230s 30" RCCP GASKET SMALL BELL #839230	6.00			

LEAVE PLANT	ARRIVE JOB SITE	START	FINISH	ARRIVE PLANT
5:17	9:08	9:17	9:40	9:40

fileage	GAL. WATER ADDED AT PLANT	GAL. WATER ADDED AT JOB
CONCRETE USED FOR		

loading time allowed is six minutes per yard. Waiting is charged at rate of \$1.25 per minute.

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LW	257	X

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INVOICE



(866) 343-8488 Fax (352) 343-0471
ASTATULA, FL 34705-0435

REMIT TO:
PO BOX 38
MARATHON, WI 54448-0038

CUST #: 1102

SHIP TO: Summer Wood 1B
Manatee County
11333 Moccasin Wallow Rd
Parrish FL 34219

BILL TO: SUMMER WOODS COMM DEV DISTRICT
C/O RIPA & ASSOCIATES LLC
1409 TECH BLVD STE 1
TAMPA FL 33619

SHIPPED	INVOICE DATE	ORDER NO.
05/01/19	05/01/19	149037-15
	P.O. NO.	PAGE #
44	tb 01-1799-003-OPO	1 of 1

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
7	230380s 30" RCP CL3 SMALL BELL (13)	104.00 ✓	LF	32.41 ✓	3370.64
8	230s 30" RCCP GASKET SMALL BELL #839230	13.00	EA	0.00	0.00
Total					3370.64
Invoice Total					3370.64



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INVOICE



REMIT TO:
 PO BOX 38
 MARATHON, WI 54448-0038

CUST #: 1102

SHIP TO: Summer Wood 1B
 Manatee County
 11333 Moccasin Wallow Rd
 Parrish FL 34219

BILL TO: SUMMER WOODS COMM DEV DISTRICT
 C/O RIPA & ASSOCIATES LLC
 1409 TECH BLVD STE 1
 TAMPA FL 33619

SHIPPED	INVOICE DATE	ORDER NO.
05/02/19	05/02/19	149037-16
	P.O. NO.	PAGE #
44	tb 01-1799-003-OPO	1 of 1

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
7	230380s 30" RCP CL3 SMALL BELL (13)	104.00	LF	32.41	3370.64
8	230s 30" RCCP GASKET SMALL BELL #839230	13.00	EA	0.00	0.00
Total					3370.64
Invoice Total					3370.64



PLANT PAGE	TIME 1 OF 1	DATE 05/01/19	1102	SHIP TO 999-998	SALES PERSON tb	TRUCK/DRIVER 8424 Edgar	149037-16
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BUYER NAME SUMMER WOODS COMM DEV DISTRICT C/O RIPA & ASSOCIATES LLC 1409 TECH BLVD STE 1 TAMPA FL 33619	DELIVERY LOCATION Summer Wood 1B Manatee County 11333 Moccasin Wallow Rd Parrish FL 34219
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SHIPPING WAREHOUSE ASTATULA	TERMS CHARGE	PURCHASE ORDER 01-1799-003-OPD	SLUMP
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LOAD/LOCATION	STOCK # / DESCRIPTION	QTY ORDERED	QTY DELIVERED	UNIT PRICE	AMOUNT
a17	*230380s 30" RCP CL3 SMALL BELL JM (13)	104.00			
a13	*230s 30" RCCP GASKET SMALL BELL #839230	13.00	EL		
				964 Btm	

LEAVE PLANT 04:25 AM	ARRIVE JOB SITE 05:46 AM	START 07:28 AM	FINISH 07:50 AM	ARRIVE PLANT
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mileage _____

ONCRETE USED FOR _____

loading time allowed is six minutes per yard. Waiting is charged at rate of \$1.25 per minute.

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GAL. WATER ADDED AT PLANT	GAL. WATER ADDED AT JOB
---------------------------------	-------------------------------

LW	EL	X
LOADED	DRIVER	RECEIVED IN GOOD ORDER

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WHITE - OFFICE COPY • YELLOW/PINK - CUSTOMER COPY • GREEN - YARD

INVOICE



(866) 343-8488 Fax (352) 343-0471
ASTATULA, FL 34705-0435

REMIT TO:
PO BOX 38
MARATHON, WI 54448-0038

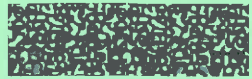
CUST #: 1102

SHIP TO: Summer Wood 1B
Manatee County
11333 Moccasin Wallow Rd
Parrish FL 34219

BILL TO: SUMMER WOODS COMM DEV DISTRICT
C/O RIPA & ASSOCIATES LLC
1409 TECH BLVD STE 1
TAMPA FL 33619

SHIPPED	INVOICE DATE	ORDER NO.
05/03/19	05/03/19	149037-18
	P.O. NO.	PAGE #
44	tb 01-1799-003-OPO	1 of 1

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
5	224380s 24" RCP CL3 SMALL BELL (8)	64.00	LFT	22.82	1460.48
6	224ep 24" RCCP GASKET SMALL BELL	8.00	EA	0.00	0.00
7	230380s 30" RCP CL3 SMALL BELL (6)	48.00	LF	32.41	1555.68
8	230s 30" RCCP GASKET SMALL BELL #839230	6.00	EA	0.00	0.00
Total					3016.16
Invoice Total					3016.16



PLANT PAGE	TIME 1 OF 1	DATE 05/02/19	1102	SHIP TO 999-998	SALES PERSON tb	TRUCK/DRIVER S424 Edgar	149037-18
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BUYER NAME DUMMER WOODS COMM DEV DISTRICT C/O RIPA & ASSOCIATES LLC 1409 TECH BLVD STE 1 TAMPA FL 33619	DELIVERY LOCATION Dummer Wood 1B Manatee County 11333 Moccasin Wallow Rd Parrish FL 34219
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SHIPPING WAREHOUSE ASTATULA	TERMS CHARGE	PURCHASE ORDER 01-1799-003-OPD	SLUMP
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LOAD/LOCATION	STOCK # / DESCRIPTION	QTY ORDERED	QTY DELIVERED	UNIT PRICE	AMOUNT
a16*	224380s 24" RCP CL3 SMALL BELL (8)	64.00			
a13*	224ep 24" RCCP GASKET SMALL BELL	8.00	EL JB		
a17*	230380s 30" RCP CL3 SMALL BELL (6)	48.00			
a13*	230e 30" RCCP GASKET SMALL BELL #839230	6.00	EL JB		

LEAVE PLANT 04:10 hr	ARRIVE JOB SITE 06:32 hr	START 07:24 hr	FINISH 07:52 hr	ARRIVE PLANT
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Mileage	GAL. WATER ADDED AT PLANT	GAL. WATER ADDED AT JOB
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Unloading time allowed is six minutes per yard. Waiting is charged at rate of \$1.25 per minute.

Visit Us At: countymaterials.com

LOADED	DRIVER	RECEIVED IN GOOD ORDER
--------	--------	------------------------

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INVOICE



REMIT TO:
PO BOX 38
MARATHON, WI 54448-0038

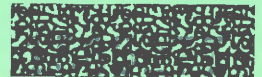
SHIPPED	INVOICE DATE	ORDER NO.
05/07/19	05/07/19	149037-20
	P.O. NO.	PAGE #
44	tb 01-1799-003-OPO	1 of 1

CUST #: 1102

SHIP TO: Summer Wood 1B
Manatee County
11333 Moccasin Wallow Rd
Parrish FL 34219

BILL TO: SUMMER WOODS COMM DEV DISTRICT
C/O RIPA & ASSOCIATES LLC
1409 TECH BLVD STE 1
TAMPA FL 33619

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
5	224380s 24" RCP CL3 SMALL BELL (20)	160.00	LFT	22.82	3651.20
6	224ep 24" RCCP GASKET SMALL BELL	20.00	EA	0.00	0.00
Total					3651.20
Invoice Total					3651.20



PLANT PAGE	TIME 1 OF 1	DATE 05/06/19	SHIP TO 1102	SALES PERSON tb	TRUCK/DRIVER 5425 Israel	149037-20
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BUYER NAME SUMNER WOODS COMM DEV DISTRICT C/O RIPA & ASSOCIATES LLC 1409 TECH BLVD STE 1 TAMPA FL 33619	DELIVERY LOCATION Summer Wood 1B Manatee County 11333 Moccasin Wallow Rd Parrish FL 34219
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SHIPPING WAREHOUSE ASTATULA	TERMS CHARGE	PURCHASE ORDER 01-1799-003-0PO	SLUMP
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LOAD/LOCATION	STOCK # / DESCRIPTION	QTY ORDERED	QTY DELIVERED	UNIT PRICE	AMOUNT
a16	*224380s 24" RCP CL3 SMALL BELL (20)	160.00			
a13	*224ep 24" RCCP GASKET SMALL BELL	20.00			
				573 Btm	

LEAVE PLANT	ARRIVE JOB SITE	START	FINISH	ARRIVE PLANT
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Concrete USED FOR	GAL. WATER ADDED AT PLANT	GAL. WATER ADDED AT JOB
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loading time allowed is six minutes per yard. Waiting is charged at rate of \$1.25 per minute.
Visit Us At: countymaterials.com

LOADED	DRIVER	RECEIVED IN GOOD ORDER
--------	--------	------------------------

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INVOICE



(866) 343-8488 Fax (352) 343-0471
ASTATULA, FL 34705-0435

REMIT TO:
PO BOX 38
MARATHON, WI 54448-0038

CUST #: 1102

SHIP TO: Summer Wood 1B
Manatee County
11333 Moccasin Wallow Rd
Parrish FL 34219

BILL TO: SUMMER WOODS COMM DEV DISTRICT
C/O RIPA & ASSOCIATES LLC
1409 TECH BLVD STE 1
TAMPA FL 33619

SHIPPED	INVOICE DATE	ORDER NO.
05/09/19	05/09/19	149037-22
	P.O. NO.	PAGE #
44	tb 01-1799-003-OPO	1 of 1

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
11	22438380 24"X38" RCP HE CL3 (30" EQ) (2)	16.00	LFT	56.30	900.80
12	230 30" RCCP GASKET HK #839101	2.00	EA	0.00	0.00
Total					900.80
Invoice Total					900.80



LOADED	DRIVER	X	RECEIVED IN GOOD ORDER
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**SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2018A-2
(ASSESSMENT AREA ONE PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Summer Woods Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the "Trustee"), dated as of May 1, 2018, as supplemented by that certain Second Supplemental Trust Indenture dated as of May 1, 2018 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

June 11, 2019

- (A) Requisition Number: **CUS 20**
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement:

**Fortiline, Inc.
PO Box 744053
Atlanta, GA 30384-4053**
- (D) Amount Payable: **\$42,128.00**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Various Invoice #'s for Summer Woods 1B as per Attached Spreadsheet**
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

SunTrust Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area One Project; and
4. each disbursement represents a cost of the Assessment Area One Project which has not previously been paid.

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

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

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

SUMMER WOODS COMMUNITY
DEVELOPMENT DISTRICT

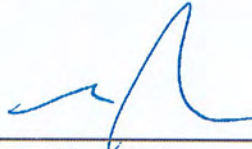
By: 

Responsible Officer

Date: 06-21-19

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area One Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.



Consulting Engineer

WPB/384240481v1/174551.010100

Summerwoods 1B

01-1799



Date: 6/6/2019

INVOICE SUMMARY

01-1799-004-OPO	Summerwoods 1B
VENDOR NAME:	Fortiline

Invoice Number	Gross Amount w/o Tax	TAX SAVINGS	CREDIT DUE	Description
4582124	\$ 9,546.25	\$ 572.78	\$ 10,119.03	
4582134	\$ 14,353.50	\$ 861.21	\$ 15,214.71	
4623210CM	\$ (75.50)	\$ (4.53)	\$ (80.03)	
4586274	\$ 368.00	\$ 22.08	\$ 390.08	
4605813	\$ 632.75	\$ 37.97	\$ 670.72	
4605908	\$ 492.00	\$ 29.52	\$ 521.52	
4605948	\$ 8,585.00	\$ 515.10	\$ 9,100.10	
4608563	\$ 192.00	\$ 11.52	\$ 203.52	
4603142	\$ 6,084.00	\$ 365.04	\$ 6,449.04	
4603146	\$ 1,950.00	\$ 117.00	\$ 2,067.00	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
			\$ -	
Subtotal from additional page(s)				
THIS INVOICE SUMMARY TOTAL	\$ 42,128.00	\$ 2,527.68	\$ 44,655.68	

Summary	
Original PO Amount	\$ 158,757.67
Increase/Decrease Change	\$ -
Revised PO Amount	\$ 158,757.67
Total Previously Submitted Invoices	\$ 102,388.42
Current Invoices Total (w/o tax)	\$ 42,128.00
Remaining Balance	\$ 14,241.25

Subcontractor Name:
Ripa & Associates, LLC
Authorized Signature



a MORSCO company

7025 Northwinds Dr. NW
Concord, NC 28027
Payment Inquiries 704-788-9800

INVOICE

INVOICE NUMBER: 4582124
BILL OF LADING:
INVOICE DATE: 5/03/19
DUE DATE: 6/05/19

Please Remit Payment To:

Fortiline, Inc.
PO Box 744053
Atlanta, GA 30384-4053
Federal Tax ID# 57-0819190

Warehouse:

FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619
Telephone: 813-626-7770

SOLD TO

SUMMER WOODS CDD
C/O RIPA & ASSOCIATES
1409 TECH BLVD, STE # 1
TAMPA, FL
33619

SHIP TO

SUMMER WOODS CDD
SUMMERWOODS 1A
US 301 & MOCCASIN WALLOW ROAD
TEMPLE WOODS 813-614-3166
PALMETTO, FL 34221

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD		CUSTOMER NO		TERMS		
020	4581141	4582124	Our Truck		223386		NET 30 DAYS		
PO NO		JOB NAME		JOB NO		SLS	DUE DATE	SHIP DATE	
01-1799-004-OPO		SUMMERWOODS 1B		SUMPH1B		CSM	6/05/19	5/03/19	
PRODUCT NO	DESCRIPTION			UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
	*** WATER SERVICES ***								
AYM17470422	1" CORP STOP MIPXPJC 7470422 NO LEAD BID LINE # 02160			EA	51	51 ✓	0	39.7500 ✓	2,027.25
AYM176102W22	1" BALL VLV PJCXFIP 76102W-22 NO LEAD BID LINE # 02180			EA	78	78 ✓	0	73.2500 ✓	5,713.50
AYM718207WX	5/8"X3/4"X7" RESETTER BVXMSN NO LEAD 718-207WX BID LINE # 02190			EA	78	0	78	78.0000	.00
134BHBNL	1"X3/4" BRASS HEX BUSH NO LEAD BID LINE # 02200			EA	78	78 ✓	0	3.2500 ✓	253.50
34MTCLF	3/4" METER CPLG LEAD FREE BID LINE # 02210			EA	156	107 ✓	0	4.2500 ✓	454.75
2S4CAPH	2" SCH40 PVC CAP H BID LINE # 02230			EA	78	78 ✓	0	1.0000 ✓	78.00
AYM17476022	1 TEE PJCXPJC NO LEAD 74760-22 BID LINE # 02460			EA	27	27 ✓	0	37.7500 ✓	1,019.25

AMOUNT DUE	\$9,546.25
TAX	\$0.00
FREIGHT	\$0.00
FUEL SURCHG / OTH	\$0.00
TOTAL DUE	\$9,546.25

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES.
SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.
ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THIS PAGE AND THE BACK OF PAGE ONE.

TO VIEW AND PAY ONLINE:

Fortiline.com

USE THIS ENROLLMENT TOKEN:

GKF SBF FWZ

Page 1 of 1

FORTILINE

WATERWORKS



4582124

PAGE NO.

a MORSCO brand

FORTILINE TAMPA
PO BOX 744053
ATLANTA, GA 30384-4053

WAREHOUSE

FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619

Phone #813 626 7770

SALES ORDER
PICK TICKET

PAGE NO.
DOCUMENT NO.
DOCUMENT DATE
CUSTOMER NO.
WAREHOUSE

CHARGE
4582124
5/03/19
223386
020

5/03/19
7:40:42

COPY

SHIP TO

SUMMER WOODS CDD
SUMMERWOODS 1A
US 301 & MOCCASIN WALLOW ROAD
TEMPLE WOODS 813-614-3166
PALMETTO, FL 34221

SPECIAL INSTRUCTIONS

FROM BID# 5843805 FROM C/O 4581141

SUMMER WOODS CDD
C/O RIPA & ASSOCIATES
1409 TECH BLVD, STE # 1
TAMPA, FL 33619

CUSTOMER P.O. NUMBER

JOB NAME

JOB NO.

WTR

SALES

ORDER DATE

SHIPPING METHOD

01-1799-004-DPO

SUMMERWOODS 1B

SUMPH1B

MLI

CSM

4/11/19

OUR TRUCK

LINE	PRODUCT NO. / DESCRIPTION	U/M	ORDERED	SHIPPED	B/O	UNIT PRICE	DISCOUNT	EXTENDED AMOUNT
------	---------------------------	-----	---------	---------	-----	------------	----------	-----------------

*** WATER SERVICES ***

002	AYM17470422 W07 004 A	1" CORP STOP WIPXPJC	7470422	EA	51	51	0	51 EA
		NO LEAD						
003	AYM176102W22 W07 004 A	1" BALL VLV PJCKXPJP	76102W-22	EA	78	78	0	78 EA
		NO LEAD						
004	AYM718207WX TMP	5/8"X3/4"X7" RESETTER BVXMSN	718-207WX	EA	78	0	78	0 EA
		NO LEAD						
005	134BHBNI W08 002 D	1"X3/4" BRASS HEX BUSH NO LEAD	718-207WX	EA	78	78	0	78 EA
006	34MTCLF W06 E 005 / W03 C 003	3/4" METER CPLG LEAD FREE		EA	136	107	0	107 EA
007	2S4CAPH W06 B 001	2" SCH40 PVC CAP H		EA	78	78	0	78 EA
008	AYM17476022 W07 005 A	1 TEE PJCKXPJC NO LEAD	74760-22	EA	27	27	0	27 EA

- ☐ PREPAID
- ☐ COLLECT
- ☐ PICK UP

NO. CTNS WEIGHT

SHIPPED VIA

SHIP DATE

PICKED BY

FILLED BY

PACKED BY

CHECKED BY

AMOUNT

TAX %

FREIGHT

MERCHANDISE CANNOT BE RETURNED WITHOUT RETURN AUTHORIZATION NUMBER
Any shortages, damages or discrepancies, concerning this order must be reported within 30 days of delivery date

RECEIVED BY

END OF ORDER

DATE RECEIVED

TOTAL DUE

ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE ON THE REVERSE SIDE.



a MORSCO company

7025 Northwinds Dr. NW
Concord, NC 28027
Payment Inquiries 704-788-9800

INVOICE

INVOICE NUMBER: 4582134
BILL OF LADING:
INVOICE DATE: 5/03/19
DUE DATE: 6/05/19

Please Remit Payment To:
Fortiline, Inc.
PO Box 744053
Atlanta, GA 30384-4053
Federal Tax ID# 57-0819190

Warehouse:
FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619
Telephone: 813-626-7770

SOLD TO

SUMMER WOODS CDD
C/O RIPA & ASSOCIATES
1409 TECH BLVD, STE # 1
TAMPA, FL
33619

SHIP TO

SUMMER WOODS CDD
SUMMERWOODS 1A
US 301 & MOCCASIN WALLOW ROAD
TEMPLE WOODS 813-614-3166
PALMETTO, FL 34221

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD	CUSTOMER NO		TERMS	
020	4581141	4582134	Our Truck	223386		NET 30 DAYS	
PO NO		JOB NAME	JOB NO		SLS	DUE DATE	SHIP DATE
01-1799-004-OPO		SUMMERWOODS 1B	SUMPH1B		CSM	6/05/19	5/03/19
PRODUCT NO	DESCRIPTION	UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
	*** RECLAIM SERVICES ***						
AYM17470422	1" CORP STOP MIPXPJC 7470422 NO LEAD BID LINE # 02160	EA	44	44 /	0	39.7500 /	1,749.00
AYM176102W22	1" BALL VLV PJCXFIP 76102W-22 NO LEAD BID LINE # 02180	EA	80	80 /	0	73.2500 /	5,860.00
AYM718207WX	5/8"X3/4"X7" RESETTER BVXMSN NO LEAD 718-207WX BID LINE # 02190	EA	80	55 /	25	78.0000 /	4,290.00
134BHBNL	1"X3/4" BRASS HEX BUSH NO LEAD BID LINE # 02200	EA	80	80 /	0	3.2500 /	260.00
34MTCLF	3/4" METER CPLG LEAD FREE BID LINE # 02210	EA	160	160 /	0	4.2500 /	680.00
2S4CAPH	2" SCH40 PVC CAP H BID LINE # 02230	EA	80	80 /	0	1.0000 /	80.00
AYM17476022	1 TEE PJCPJC NO LEAD 74760-22 BID LINE # 02460	EA	36	38 /	0	37.7500 /	1,434.50
Credit for 2 included							

Credit for
2 included

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES.
SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.
ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THIS PAGE AND THE BACK OF PAGE ONE.

AMOUNT DUE	\$14,353.50
TAX	\$0.00
FREIGHT	\$0.00
FUEL SURCHG / OTH	\$0.00
TOTAL DUE	\$14,353.50



a MORSCO brand

FORTILINE TAMPA
PO BOX 744053
ATLANTA, GA 30384-4053

4582134

WAREHOUSE

FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619

Phone #813 626 7770

SALES ORDER
PICK TICKET

PAGE NO.
DOCUMENT NO.
DOCUMENT DATE
CUSTOMER NO.
WAREHOUSE

CHARGE
4582134
5/03/19
223386
020

5/03/19

7:38:04

COPY

SPECIAL INSTRUCTIONS

SUMMER WOODS CDD
C/O RIPA & ASSOCIATES
1409 TECH BLVD, STE # 1
TAMPA, FL 33619

SUMMER WOODS CDD
SUMMERWOODS 1A
US 301 & MOCCASIN WALLOW ROAD
TEMPLE WOODS 813-614-3166
PALMETTO, FL 34221

TEMPLE 813-614-3166

FROM BID# 5843805

FROM C/O 4581141

CUSTOMER P.O. NUMBER

JOB NAME

JOB NO.

WTR SALES ORDER DATE

SHIPPING METHOD

01-1799-004-DPO

SUMMERWOODS 1B

SUMPH1B

ML1

CSH

4/11/19

OUR TRUCK

LINE#	PRODUCT NO. / DESCRIPTION	U/M	ORDERED	SHIPPED	B/O	UNIT PRICE	DISCOUNT	EXTENDED AMOUNT
*** RECLAIM SERVICES ***								
002	AYM17470422 W07 004 A 1" CORP STOP NIPXPJC	EA	44	44	0			44 EA
003	AYM176102W22 W07 004 A NO LEAD 1" BALL VLV PJCXFIP	EA	80	80	0			80 EA
004	AYH718207WX TMP NO LEAD 5/8"X3/4"X7" RESETTER BVXMSN	EA	80	55	25			55 EA
005	134BHBNL W08 002 D NO LEAD 1"X3/4" BRASS HEX BUSH	EA	80	80	0			80 EA
006	34MTCLF W06 E 3/4" METER CPLG LEAD FREE	EA	160	160	0			160 EA
007	2S4CAPH W06 B 2" SCH40 PVC CAP H	EA	80	80	0			80 EA
008	AYM17476022 W07 005 A 1 TEE PJCXFIP NO LEAD	EA	36	38				38 EA

Ent# 8095

- ☐ PREPAID
☐ COLLECT
☐ PICK UP

NO. CTNS. WEIGHT

SHIPPED VIA

SHIP DATE

PICKED BY

FILLED BY

PACKED BY

CHECKED BY

AMOUNT

TAX

FREIGHT

%

MERCHANDISE CANNOT BE RETURNED WITHOUT RETURN AUTHORIZATION NUMBER
Any shortages, damages or discrepancies, concerning this order must be reported within 30 days of delivery.

RECEIVED BY

END OF ORDER

DATE RECEIVED

TOTAL DUE

ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE ON THE REVERSE SIDE.

FORTILINE TAMPA
PO BOX 744053
ATLANTA, GA 30384-4053

WAREHOUSE

FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619

Phone # 813 626 7770

**CREDIT MEMO
ACKNOWLEDGEMENT**

Payment Type
Document No.
Document Date
Customer No.
Warehouse

CHARGE
4623210
5/23/19
223386
020

SUMMER WOODS CDD
C/O RIPA & ASSOCIATES
1409 TECH BLVD, STE # 1
TAMPA, FL 33619

SHIP TO

SUMMER WOODS CDD
SUMMERWOODS 1A
US 301 & MOCCASIN WALLOW ROAD
TEMPLE WOODS 813-614-3166
PALMETTO, FL 34221

SPECIAL INSTRUCTIONS

CM for Inv. 4582134

Customer P.O. Number		Job Name		Job No.	Sl's	Sales	Order Date	Shipping Method			From C/O #	
1-1799-004-OPO		SUMMERWOODS 1B		SUMPH1B	CSM	ML1	5/23/19	OUR TRUCK			4581141	
n	Product No. / Description					U/M	Ordered	Shipped	B/O	Unit Price	Disc	Ext Amount
01	AYM17476022 1 TEE PJCXPJC NO LEAD 74760-22 311739 W07 004 A REASON: GOOD RET TO STOCK					EA	2-	2-	0	37.7500		75.50-
} Prepaid } Collect } Pick Up		CTNS	Wt.	Shipped Via		Ship Date	Pick By	Fill By	Pack By	Chk By	Amount Tax % Frgh	75.50- .00 .00
MERCHANDISE CANNOT BE RETURNED WITHOUT PERMISSION any discrepancies must be reported within 24 hours.						Received By X			END OF ORDER Date Received		TOTAL DUE	75.50-



a **MORSCO** company

**7025 Northwinds Dr. NW
Concord, NC 28027
Payment Inquiries 704-788-9800**

INVOICE

INVOICE NUMBER: 4586274**BILL OF LADING:****INVOICE DATE: 5/08/19**

DUE DATE: 6/08/19

Please Remit Payment To:

Fortiline, Inc.
PO Box 744053
Atlanta, GA 30384-4053
Federal Tax ID# 57-0819190

Warehouse:

FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619
Telephone: 813-626-7770

SOLD TO

SUMMER WOODS CDD
C/O RIPA & ASSOCIATES
1409 TECH BLVD, STE # 1
TAMPA, FL
33619

SHIP TO

SUMMER WOODS CDD
SUMMERWOODS 1A
US 301 & MOCCASIN WALLOW ROAD
TEMPLE WOODS 813-614-3166
PALMETTO, FL 34221

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD	CUSTOMER NO		TERMS	
020	4581141	4586274	Our Truck	223386		NET 30 DAYS	
PO NO		JOB NAME	JOB NO	SLS	DUE DATE	SHIP DATE	
01-1799-004-OPO		SUMMERWOODS 1B	SUMPH1B	CSM	6/08/19	5/08/19	
PRODUCT NO	DESCRIPTION	UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
84MR	8"X4" MJ REDUCER C153 BID LINE # 00960	EA	1	1	0	48.0000	48.00
84MR	8"X4" MJ REDUCER C153 BID LINE # 00960	EA	8	4	4	48.0000	192.00
4FT	4" FLG TEE C110 BID LINE # 01310	EA	1	1	0	128.0000	128.00

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES.
SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.
ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THIS PAGE AND THE BACK OF PAGE ONE.

AMOUNT DUE	\$368.00
TAX	\$0.00
FREIGHT	\$0.00
FUEL SURCHG / OTH	\$0.00
TOTAL DUE	\$368.00



4586274

PAGE NO.

1

SALES ORDER
PICK TICKETPAGE NO.
DOCUMENT NO.
DOCUMENT DATE
CUSTOMER NO.
WAREHOUSECHARGE
4586274
5/07/19
223386
0205/07/19
16:50:19

COPY

SPECIAL INSTRUCTIONS

FROM BID# 5843805 FROM C/O 4581141

CUSTOMER P.O. NUMBER

JOB NAME

JOB NO.

WTR

SALES

ORDER DATE

SHIPPING METHOD

ORIGINAL ORDER

01-1799-004-000

SUNKERWOODS 1B

SUNPH1B

ML1

CSM

4/11/19

OUR TRUCK

4581607

LINE	PRODUCT NO. / DESCRIPTION	U/M	ORDERED	SHIPPED	B/O	UNIT PRICE	DISCOUNT	EXTENDED AMOUNT
001	84MR 8"X4" MJ REDUCER	C153 EA	1	1	0			1 EA
002	84MR 8"X4" MJ REDUCER	C153 EA	0	1	4			4 EA
003	4FT 4" FLG TEE	C110 EA	1	1	0			1 EA

- ☐ PREPAID
☐ COLLECT
☐ PICK UP

NO. CTNS WEIGHT

SHIPPED VIA

SHIP DATE

PICKED BY

FILLED BY

PACKED BY

CHECKED BY

AMOUNT

TAX

FREIGHT

%

MERCHANDISE CANNOT BE RETURNED WITHOUT RETURN AUTHORIZATION NUMBER
Any shortages, damages or discrepancies concerning this order must be reported within 30 days of delivery.

RECEIVED BY

DATE RECEIVED

TOTAL DUE

5/8/2019



**7025 Northwinds Dr. NW
Concord, NC 28027
Payment Inquiries 704-788-9800**

INVOICE

INVOICE NUMBER: 4605813
BILL OF LADING:
INVOICE DATE: 5/08/19
DUE DATE: 6/08/19

Please Remit Payment To:

Fortiline, Inc.
PO Box 744053
Atlanta, GA 30384-4053
Federal Tax ID# 57-0819190

Warehouse:

FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619
Telephone: 813-626-7770

SOLD TO

SUMMER WOODS CDD
C/O RIPA & ASSOCIATES
1409 TECH BLVD, STE # 1
TAMPA, FL
33619

SHIP TO

SUMMER WOODS CDD
SUMMERWOODS 1A
US 301 & MOCCASIN WALLOW ROAD
TEMPLE WOODS 813-614-3166
PALMETTO, FL 34221

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD	CUSTOMER NO		TERMS	
020	4581141	4605813	Our Truck	223386		NET 30 DAYS	
PO NO		JOB NAME	JOB NO	SLS	DUE DATE	SHIP DATE	
01-1799-004-OPO		SUMMERWOODS 1B	SUMPH1B	CSM	6/08/19	5/08/19	
PRODUCT NO	DESCRIPTION	UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
MUE81IPBR2B0899	8X1 IP BR2B SDL 8.99-9.67 BR2B0899IP10 BID LINE # 02150	EA	60	2 ✓	58	113.7500 ✓	227.50
MUE41IPBR2B474	4X1 IP BR2B SDL 4.74-5.32 BR2B0474IP10 BID LINE # 02420	EA	7	4 ✓	3	78.2500 ✓	313.00
MUE61IPBR2B0684	6X1 IP BR2B SDL 6.84-7.45 BR2B0684IP10 BID LINE # 03780	EA	20	1 ✓	19	92.2500 ✓	92.25
</							

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES. SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER. ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THIS PAGE AND THE BACK OF PAGE ONE.

AMOUNT DUE	\$632.75
TAX	\$0.00
FREIGHT	\$0.00
FUEL SURCHG / OTH	\$0.00
TOTAL DUE	\$632.75



4605813

PAGE NO.
1

FORTILINE TAMPA
PO BOX 744053
ATLANTA, GA 30384-4053

WAREHOUSE
FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619

Phone #813 626 7770

SALES ORDER PICK TICKET

PAGE NO.
DOCUMENT NO. 4605813
DOCUMENT DATE 5/07/19
CUSTOMER NO. 223386
WAREHOUSE 020

5/07/19
9:18:18

ORIGINAL

SUMMER WOODS CDD
C/O RIPA & ASSOCIATES
1409 TECH BLVD, STE # 1
TAMPA, FL 33619

SHIP TO
SUMMER WOODS CDD
SUMMERWOODS 1A
US 301 & MOCCASIN WALLOW ROAD
TEMPLE WOODS 813-614-3155
PALMETTO, FL 34221

SPECIAL INSTRUCTIONS
TEMPLE WOOD 813-614-3155

FROM BID# 5843805 FROM G/O 4581141

CUSTOMER P.O. NUMBER	JOB NAME	JOB NO.	WTR	SALES	ORDER DATE	SHIPPING METHOD		
01-1799-004-OPD	SUMMERWOODS 1B	SUMPH1D	ML1	CSM	5/07/19	OUR TRUCK		
LINE /	PRODUCT NO. / DESCRIPTION	U/M	ORDERED	SHIPPED	B/O	UNIT PRICE	DISCOUNT	EXTENDED AMOUNT

002	MUE81IPBR2B0899 W08 009 C	8X1 IP BR2B SDL	8.99-9.67	EA	60	2	58	2 EA
003	MUE41IPBR2B474 W08 009 C	4X1 IP BR2B SDL	4.74-5.32	EA	7	4	3	4 EA
004	MUE61IPBR2B0684 BR2B0474IP10 BR2B0684IP10	6X1 IP BR2B SDL	6.84-7.45	EA	20	1	19	1 EA

[Handwritten signatures and initials over the table data]

SIGN
PRINT
EMPLOYEE

<input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT <input type="checkbox"/> PICK UP	NO. CTNS WEIGHT	SHIPPED VIA	SHIP DATE	PICKED BY	FILLED BY	PACKED BY	CHECKED BY	AMOUNT TAX FREIGHT	%
			5/7/19	Amu			JK		
MERCHANDISE CANNOT BE RETURNED WITHOUT RETURN AUTHORIZATION NUMBER Any shortages, damages or discrepancies, concerning this order must be reported within 30 days of delivery date.								TOTAL DUE	



a **MORSCO** company

**7025 Northwinds Dr. NW
Concord, NC 28027
Payment Inquiries 704-788-9800**

INVOICE

INVOICE NUMBER: 4605908**BILL OF LADING:****INVOICE DATE: 5/08/19**

DUE DATE: 6/08/19

Please Remit Payment To:

Fortillne, Inc.
PO Box 744053
Atlanta, GA 30384-4053

Federal Tax ID# 57-0819190

Warehouse:

FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619
Telephone: 813-626-7770

SOLD TO

SHIP TO

SUMMER WOODS CDD
C/O RIPA & ASSOCIATES
1409 TECH BLVD, STE # 1
TAMPA, FL
33619

SUMMER WOODS CDD
SUMMERWOODS 1A
US 301 & MOCCASIN WALLOW ROAD
TEMPLE WOODS 813-614-3166
PALMETTO, FL 34221

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD		CUSTOMER NO		TERMS		
020	4581141	4605908	Our Truck		223386		NET 30 DAYS		
PO NO		JOB NAME		JOB NO		SLS	DUE DATE	SHIP DATE	
01-1799-004-OPO		SUMMERWOODS 1B		SUMPH1B		CSM	6/08/19	5/08/19	
PRODUCT NO	DESCRIPTION			UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
AYM217476422	*** 2X1 SERVICE TEE'S *** 2"X1" TEE PJCXFIP 74764-22 NO LEAD			EA	8	8	0	61.5000	492.00

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES. SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER. ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THIS PAGE AND THE BACK OF PAGE ONE.

AMOUNT DUE	\$492.00
TAX	\$0.00
FREIGHT	\$0.00
FUEL SURCHG / OTH	\$0.00
TOTAL DUE	\$492.00



4605908

a MORSCO brand
FORTILINE TAMPA
PO BOX 744053
ATLANTA, GA 30384-4053

WAREHOUSE
FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619

Phone #813 626 7770

SALES ORDER
PICK TICKET

PAGE NO.
1

PAGE NO.
DOCUMENT NO. 4605908
DOCUMENT DATE 5/07/19
CUSTOMER NO. 223306
WAREHOUSE 020

5/07/19
9:05:01

ORIGINAL

SUMMER WOODS CDD
W/O RIPA & ASSOCIATES
409 TECH BLVD, STE # 1
TAMPA, FL 33619

SHIP TO
SUMMER WOODS CDD
SUMMERWOODS 1A
US 301 & MOCCASIN WALLOW ROAD
TEMPLE WOODS 813-614-3166
PALMETTO, FL 34221

SPECIAL INSTRUCTIONS

FROM BID# 5843805 FROM C/O 4581141

CUSTOMER P.O. NUMBER	JOB NAME	JOB NO.	WTR	SALES ORDER DATE	SHIPPING METHOD		
1799-004-090	SUMMERWOODS 1B	SUMPH1B	ML1	CSM 5/07/19	OUR TRUCK		
PRODUCT NO. / DESCRIPTION	U/M	ORDERED	SHIPPED	B/O	UNIT PRICE	DISCOUNT	EXTENDED AMOUNT

*** 2X1 SERVICE TEE'S ***							
AYM217476422 W07 005 B NO LEAD	2"X1" TEE PJCKFIP	74764-22	EA	8	8		8 EA

[Handwritten signature: Richard Bentfield]

SIGN
PRINT
EMPLOYEE

UNPAID	NO. CTNS	WEIGHT	SHIPPED VIA	SHIP DATE	PICKED BY	FILLED BY	PACKED BY	CHECKED BY	AMOUNT	TAX	FREIGHT
COLLECT				5/7/19	Amh			Jk		%	
PICK UP											

DISCANDISE CANNOT BE RETURNED WITHOUT RETURN AUTHORIZATION NUMBER
shortages, damages or discrepancies, concerning this order must be reported within 30 days of delivery

RECEIVED BY END OF ORDER DATE RECEIVED

FORTILINE

WATERWORKS



a MORSCO company

7025 Northwinds Dr. NW
Concord, NC 28027
Payment Inquiries 704-788-9800

INVOICE

INVOICE NUMBER: 4605948
BILL OF LADING:
INVOICE DATE: 5/10/19
DUE DATE: 6/12/19

Please Remit Payment To:

Fortiline, Inc.
PO Box 744053
Atlanta, GA 30384-4053
Federal Tax ID# 57-0819190

Warehouse:

FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619
Telephone: 813-626-7770

SOLD TO

SUMMER WOODS CDD
C/O RIPA & ASSOCIATES
1409 TECH BLVD, STE # 1
TAMPA, FL
33619

SHIP TO

SUMMER WOODS CDD
SUMMERWOODS 1A
US 301 & MOCCASIN WALLOW ROAD
TEMPLE WOODS 813-614-3166
PALMETTO, FL 34221

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD		CUSTOMER NO		TERMS	
020	4581141	4605948	Our Truck		223386		NET 30 DAYS	
PO NO		JOB NAME	JOB NO		SLS	DUE DATE		SHIP DATE
01-1799-004-OPQ		SUMMERWOODS 1B	SUMPH1B		CSM	6/12/19		5/10/19
PRODUCT NO	DESCRIPTION	UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE	
MUE81IPBR2B0899	8X1 IP BR2B SDL 8.99-9.67 BR2B0899IP10 BID LINE # 02150	EA	58	58	0	113.7500	6,597.50	
MUE41IPBR2B474	4X1 IP BR2B SDL 4.74-5.32 BR2B0474IP10 BID LINE # 02420	EA	3	3	0	78.2500	234.75	
MUE61IPBR2B0684	6X1 IP BR2B SDL 6.84-7.45 BR2B0684IP10 BID LINE # 03780	EA	19	19	0	92.2500	1,752.75	

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES.
SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.
ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THIS PAGE AND THE BACK OF PAGE ONE.

AMOUNT DUE	\$8,585.0
TAX	\$0.0
FREIGHT	\$0.0
FUEL SURCHG / OTH	\$0.0
TOTAL DUE	\$8,585.0

TO VIEW AND PAY ONLINE:

Fortiline.com

USE THIS ENROLLMENT TOKEN:

GKF SBF FWZ



1605940

ML

a MORSCO brand
FORTILINE TAMPA
PO BOX 744053
ATLANTA, GA 30384-4053

WAREHOUSE
FORTILINE TAMPA
1031 S. 80TH STREET
TAMPA, FL 33619

Phone #013 626 7770

**SALES ORDER
PICK TICKET**

PAGE NO.
DOCUMENT NO. 1605940
DOCUMENT DATE 5/07/19
CUSTOMER NO. 223386
WAREHOUSE 020

5/07/19
9:20:16

ORIGINAL

SUMMER WOODS CDD
C/O RIPA & ASSOCIATES
1409 TECH BLVD, STE # 1
TAMPA, FL 33619

SHIP TO
SUMMER WOODS CDD
SUMMERWOODS 1A
US 301 & NOCCASIN WALLOW ROAD
TEMPLE WOODS 813-614-3166
PALMETTO, FL 34221

SPECIAL INSTRUCTIONS
TEMPLE WOOD 813-614-3166

FROM BID# 5843805 FROM C/O 4581141

CUSTOMER P.O. NUMBER	JOB NAME	JOB NO.	WH	SALES ORDER DATE	SHIPPING METHOD	ORIGINAL ORDER
1799-004.DPD	SUMNERWOODS 1D	SUMPH1B	ML1	CEN 5/07/19	OUR TRUCK	1605913

PRODUCT NO. / DESCRIPTION	QTY	ORDERED	SHIPPED	E/O	UNIT PRICE	DISCOUNT	EXTENDED AMOUNT
MUE11IPDR2B0890 W08 009 C BR2B0890IP10 4X1 IP BR2B SDL 1.74-5.32	EA	58	58	0			58 EA
MUE41IPDR2B474 W08 009 C BR2B0474IP10 4X1 IP BR2B SDL 6.84-7.45	EA	3	3	0			3 EA
MUE61IPDR2B0684 W08 009 C BR2B0684IP10	EA	19	19	0			19 EA

SIGN
PRINT
EMPLOYEE

PREPAID COLLECT PICK UP	NO. CTNS	WEIGHT	SHIPPED VIA	SHIP DATE	TRUCK NO.	TRUCKER	PACKED BY	CHECKED BY	AMOUNT TAX FREIGHT	%	TOTAL DUE
				5/10	SS						

RECEIVED BY *[Signature]* END OF ORDER DATE RECEIVED 5-10-19

CHANDISE CANNOT BE RETURNED WITHOUT RETURN AUTHORIZATION NUMBER
shortages, damages or discrepancies, concerning this order must be reported within 30 days of delivery.

SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE ON THE REVERSE SIDE.



a **MORSCO** company

**7025 Northwinds Dr. NW
Concord, NC 28027
Payment Inquiries 704-788-9800**

INVOICE

INVOICE NUMBER: 4608563**BILL OF LADING:****INVOICE DATE: 5/14/19**

DUE DATE: 6/14/19

Please Remit Payment To:

Fortiline, Inc.
PO Box 744053
Atlanta, GA 30384-4053

Federal Tax ID# 57-0819190

Warehouse:

FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619
Telephone: 813-626-7770

SOLD TO

**SUMMER WOODS CDD
C/O RIPA & ASSOCIATES
1409 TECH BLVD, STE # 1
TAMPA, FL
33619**

SHIP TO

SUMMER WOODS CDD
SUMMERWOODS 1A
US 301 & MOCCASIN WALLOW ROAD
TEMPLE WOODS 813-614-3166
PALMETTO, FL 34221

[illegible]

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES.
SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.
ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THIS PAGE AND THE BACK OF PAGE ONE.

AMOUNT DUE	\$192.00
TAX	\$0.00
FREIGHT	\$0.00
FUEL SURCHG/OTH	\$0.00
TOTAL DUE	\$192.00

FORTILINE

WATERWORKS

a MORSCO brand

FORTILINE TAMPA
PO BOX 744053
ATLANTA, GA 30384-4053

4608563

ML

PAGE NO

1

SALES ORDER
PICK TICKET

PAGE NO
DOCUMENT NO
DOCUMENT DATE
CUSTOMER NO
WAREHOUSE

CHARGE
4608563
5/13/19
223386
020

5/13/19

14:25:32

ORIGINAL

WAREHOUSE

FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619

Phone #813 626 7770

SHIP TO

SPECIAL INSTRUCTIONS

SUMMER WOODS CDD
C/O RIPA & ASSOCIATES
1409 TECH BLVD, STE # 1
TAMPA, FL 33619

SUMMER WOODS CDD
SUMMERWOODS 1A
US 301 & MOCCASIN WALLOW ROAD
TEMPLE WOODS 813-614-3166
PALMETTO, FL 34221

FROM BID# 5843805

FROM C/O 4581141

CUSTOMER P.O. NUMBER

JOB NAME

JOB NO

WARE

SALES

ORDER DATE

SHIPPING METHOD

ORIGINAL ORDER

L-1799-004-OPD

SUMMERWOODS 1B

SUMPH1B

ML1

CSM

4/11/19

OUR TRUCK

4581607

PRODUCT NO / DESCRIPTION

QTY ORDERED

QTY SHIPPED

B/O

UNIT PRICE

DISCOUNT

EXTENDED AMOUNT

01 84MR
Y03 003 007

8"X4" MJ REDUCER

C153

EA

4

4

0

4 EA

SIGN

PRINT

EMPLOYEE

UNPAID
OUTST
PICK UP

NO CTNS WEIGHT

SHIPPED VIA

SHIP DATE

RECEIVED BY

CHILLED BY

PACKED BY

CHECKED BY

AMOUNT
TAX
FREIGHT

%

MERCHANDISE CANNOT BE RETURNED WITHOUT RETURN AUTHORIZATION NUMBER
Any shortages, damages or discrepancies, concerning this order must be reported within 30 days of delivery
date.

RECEIVED BY

END OF ORDER

DATE RECEIVED

TOTAL DUE

ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE ON THE REVERSE SIDE.



**7025 Northwinds Dr. NW
Concord, NC 28027
Payment Inquiries 704-788-9800**

INVOICE

INVOICE NUMBER: 4603142
BILL OF LADING:
INVOICE DATE: 5/17/19
DUE DATE: 6/16/19

Please Remit Payment To:

Fortiline, Inc.
PO Box 744053
Atlanta, GA 30384-4053
Federal Tax ID# 57-0819190

Warehouse:

FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619
Telephone: 813-626-7770

SOLD TO

**SUMMER WOODS CDD
C/O RIPA & ASSOCIATES
1409 TECH BLVD, STE # 1
TAMPA, FL
33619**

SHIP TO

SUMMER WOODS CDD
SUMMERWOODS 1A
US 301 & MOCCASIN WALLOW ROAD
TEMPLE WOODS 813-614-3166
PALMETTO, FL 34221

[illegible]

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES.
SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.
ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THIS PAGE AND THE BACK OF PAGE ONE.

AMOUNT DUE	\$6,084.00
TAX	\$0.00
FREIGHT	\$0.00
FUEL SURCHG / DTH	\$0.00
TOTAL DUE	\$6,084.00



4603142

ML ✓

PAGE NO
1

a MORSCO brand
FORTILINE TAMPA
PO BOX 744053
ATLANTA, GA 30384-4053

WAREHOUSE
FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619
Phone #813 626 7770

SALES ORDER
PICK TICKET

PAGE NO
DOCUMENT NO
DOCUMENT DATE
CUSTOMER NO
WAREHOUSE
CHARGE
4603142
5/14/19
223386
020

5/14/19
15:07:50

ORIGINAL

SPECIAL INSTRUCTIONS

SUMMER WOODS CDD
C/O RIPA & ASSOCIATES
1409 TECH BLVD, STE # 1
TAMPA, FL 33619

SUMMER WOODS CDD
SUMMERWOODS 1A
US 301 & MOCCASIN WALLOW ROAD
TEMPLE WOODS 813-614-3166
PALMETTO, FL 34221

FROM BID# 5843805 FROM C/O 4581141

CU. INCHES NO. NUMBER	JOE NAME	JOB NO.	WTH	SALES	ORDER DATE	SHIPPING METHOD	ORIGINAL ORDER	
1-1799-004-OPD	SUMMERWOODS 1B	SUMPH1B	ML1	CSM	4/11/19	OUR TRUCK	4582124	
PRODUCT NO./DESCRIPTION		U/M	ORDERED	SHIPPED	B/O	UNIT PRICE	DISCOUNT	EXTENDED AMOUNT

01	AYM718207WX	5/8"X3/4"X7" RESETTER BYXMSN NO LEAD	718-207WX	EA	78	78	0	78 EA
<div>SIGN PRINT EMPLOYEE</div> <div>Richard Fortuit</div>								

PREPAID	NO. OF INVOICE WEIGHT	SHIP DATE	PICKED BY	FILLED BY	PACKED BY	CHECKED BY	AMOUNT	TAX	%
1		5/17/19	AMAN			JL			
RECEIVED BY							END OF ORDER	DATE RECEIVED	
MERCHANTISE CANNOT BE RETURNED WITHOUT RETURN AUTHORIZATION NUMBER							TOTAL DUE		
Any shortages, damages or discrepancies, concerning this order must be reported within 30 days of delivery (date)									



a **MORSCO** company

**7025 Northwinds Dr. NW
Concord, NC 28027
Payment Inquiries 704-788-9800**

INVOICE

INVOICE NUMBER: 4603146**BILL OF LADING:****INVOICE DATE: 5/17/19**

DUE DATE: 6/16/19

Please Remit Payment To:

Fortiline, Inc.
PO Box 744053
Atlanta, GA 30384-4053

Federal Tax ID# 57-0819190

Warehouse:

FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619
Telephone: 813-626-7770

SOLD TO

**SUMMER WOODS CDD
C/O RIPA & ASSOCIATES
1409 TECH BLVD, STE # 1
TAMPA, FL
33619**

SHIP TO

SUMMER WOODS CDD
SUMMERWOODS 1A
US 301 & MOCCASIN WALLOW ROAD
TEMPLE WOODS 813-614-3166
PALMETTO, FL 34221

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD		CUSTOMER NO		TERMS		
020	4581141	4603146	Our Truck		223386		NET 30 DAYS		
PO NO		JOB NAME		JOB NO		SLS	DUE DATE	SHIP DATE	
01-1789-004-OPO		SUMMERWOODS 1B		SUMPH1B		CSM	6/16/19	5/17/19	
PRODUCT NO	DESCRIPTION			UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
AYM718207WX	5/8"X3/4"X7" RESETTER BVXMSN NO LEAD 718-207WX BID LINE # 02190			EA	25	25	0	78.0000	1,950.00

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES.
SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.
ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THIS PAGE AND THE BACK OF PAGE ONE.

AMOUNT DUE	\$1,950.00
TAX	\$0.00
FREIGHT	\$0.00
FUEL SURCHG/ OTH	\$0.00
TOTAL DUE	\$1,950.00



4603146

M

a MORSCO brand
FORTILINE TAMPA
PO BOX 744053
ATLANTA, GA 30384-4053

WAREHOUSE
FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619
Phone #813 626 7770

SALES ORDER
PICK TICKET

PAGE NO
1

PAGE NO
DOCUMENT NO. 4603146
DOCUMENT DATE 5/14/19
CUSTOMER NO. 223386
WAREHOUSE 020

5/14/19
15:07:22

SUNNER WOODS CDD
C/O RIPA & ASSOCIATES
1409 TECH BLVD, STE # 1
TAMPA, FL 33619

SHIP TO
SUNNER WOODS CDD
SUMMERWOODS LA
US 301 & MOCCASIN WALLOW ROAD
TEMPLE WOODS 819-614-8166
PALMETTO, FL 34221

SPECIAL INSTRUCTIONS

TEMPLE 819-614-8166
FROM BID# 5843805 FROM C/O 4581141

CLERK/SHIP TO NUMBER	JOB NAME	JOB NO.	WITH	SALES ORDER DATE	SHIPPING METHOD	ORIGINAL ORDER
01-1799-004-OPQ	SUNNERWOODS 1B	SUMPH1B	ML1	CSM	4/11/19 OUR TRUCK	4582134

PRODUCT NO / DESCRIPTION	QTY ORDERED	SHIPPED	B/O	UNIT PRICE	DISCOUNT	EXTENDED AMOUNT
001 AYM718207WX 5/8"X3/4"X7" RESETER BVXMBN NO LEAD 718-207WX	EA	25	25	0		25 EA
SIGN PRINT EMPLOYEE -						

Richard Benfield

PREPARED	WEIGHT	SHIP DATE	PICKED BY	FILED BY	PACKED BY	CHECKED BY	AMOUNT
100000		5/17/19	<i>Amor</i>			JK	TAX %
PICK UP							FREIGHT
MERCHANDISE CANNOT BE RETURNED WITHOUT RETURN AUTHORIZATION NUMBER Any shortages, damages or discrepancies, concerning this order must be reported within 30 days of delivery date.							TOTAL DUE

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9530 MARKETPLACE ROAD · SUITE 206 · FT. MYERS, FLORIDA 33912

June 26, 2019

REGIONS BANK

Summer Woods CDD, Construction Account

Attention: Venessa Smith

9428 Camden Field Parkway

Riverview, FL 33578

RE: Construction Account, Series 2018A-2
Requisitions for Payment

Dear Venessa:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District's Suntrust Construction Account.

PLEASE EXPEDITE PAYMENT TO PAYEE(S) VIA UPS

REQUISITION NO.	PAYEE	AMOUNT
CUS 21	RIPA & Associates	\$15,150.08

If you have any questions regarding this request, please do not hesitate to call me at (239) 936-0913. Thank you for your prompt attention to this matter.

Very truly yours,
SUMMER WOODS
COMMUNITY DEVELOPMENT DISTRICT

Belinda Blandon
District Manager

**SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2018A-2
(ASSESSMENT AREA ONE PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Summer Woods Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the "Trustee"), dated as of May 1, 2018, as supplemented by that certain Second Supplemental Trust Indenture dated as of May 1, 2018 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

June 13, 2019

- (A) Requisition Number: **CUS 21**
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement:

**RIPA & Associates, LLC
1409 Tech Blvd.
Suite 1
Tampa, FL 33619**
- (D) Amount Payable: **\$15,150.08**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Remaining Balance for Pay App #2 for Summer Woods 1B – Project 01-1799A**
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

SunTrust Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area One Project; and
4. each disbursement represents a cost of the Assessment Area One Project which has not previously been paid.

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

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

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

SUMMER WOODS COMMUNITY
DEVELOPMENT DISTRICT

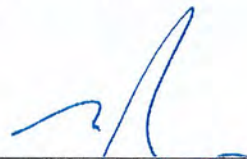
By: 

Responsible Officer

Date: 6.21.19

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area One Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.


Consulting Engineer

WPB/384240481v1/174551.010100

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: Summer Woods CDD
9530 Marketplace Road, Suite 206
Ft. Myers, FL 33912

PROJECT: Summerwoods 1B

FROM CONTRACTOR: RIPA & Associates, LLC
1409 Tech Blvd., Ste. 1
Tampa, FL 33619

VIA ENGINEER: Morris Engineering

CONTRACT FOR:

APPLICATION NO: 2

PERIOD TO: 05/31/19

PROJECT NOS: 01-1799A

CONTRACT DATE:

Distribution to:

☐ OWNER

☐ ENGINEER

☐ CONTRACTOR

☐

☐

RA190586

CONTRACTOR'S APPLICATION FOR PAYMENT

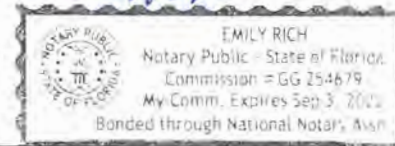
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 1,689,333.25
2. NET CHANGES BY CHANGE ORDERS	\$ (198,319.74)
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 1,491,013.51
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 529,730.31
5. RETAINAGE:	
a. 10% of Completed Work (Column D + E on G703)	\$ 52,973.05
b. % of Stored Material (Column F on G703)	\$
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 52,973.05
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 476,757.26
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 138,345.61
8. CURRENT PAYMENT DUE THIS APPLICATION	\$ 338,411.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 1,014,256.25
10. PREVIOUS APPLICATIONS UNPAID	\$ 0.00
11. TOTAL AMOUNT UNPAID TO DATE	\$ 338,411.65

CONTRACTOR: RIPA & Associates, LLC

By: Jay Robbins, Project Manager
State of: Florida County of: Hillsborough
Subscribed and sworn to before me this 29th day of May, 2019
Notary Public: Emily Rich
My Commission expires:

Date: 5/29/19



ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

Amount paid by Trustee - \$323,261.57. Remaining balance is \$15,150.08

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

By: _____ Date: _____

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$198,319.74
TOTALS	\$0.00	\$198,319.74
NET CHANGES by Change Order	(\$198,319.74)	

Summerwoods 1B

APPLICATION FOR PAYMENT

PAY APP
FROM
TO2
5/1/19
5/31/19

RIPA & ASSOCIATES PROJECT # 01-1799A

ITEM NO.	DESCRIPTION OF WORK	QTY	CONTRACT SUM TO DATE										BALANCE TO FINISH TO DATE	10% RETAINAGE TO DATE
			BASE CONTRACT			ESTIMATED QUANTITY			TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	PERCENT COMPLETE		
			UNIT	UNIT PRICE	VALUE	THIS ESTIMATE	PREV ESTIMATE	TOTAL ESTIMATE	THIS PERIOD	PREV APPLICATION	TO DATE	TO DATE		
	SCHEDULE													
	EARTHWORK 1C													
1	DISC / CLEAR AREA FOR STOCKPILE (5 ACS)	1.00	LS	\$28,500.00	\$28,500.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$28,500.00	\$0.00
2	SITE EXCAVATION (REMAINING LAKE 20) STOCKPILE	25,800.00	CY	\$3.45	\$89,010.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$89,010.00	\$0.00
3	SITE EXCAVATION (REMAINING LAKE 20) HAUL TO 1C NW	16,000.00	CY	\$7.35	\$117,600.00	0.00	16000.00	16000.00	\$0.00	\$117,600.00	\$117,600.00	100%	\$0.00	\$11,760.00
4	SOD POND SLOPES - BAHIA	25,000.00	SY	\$2.60	\$65,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$65,000.00	\$0.00
5	TEMPORARY HAUL ROAD	1.00	LS	\$15,000.00	\$15,000.00	0.00	1.00	1.00	\$0.00	\$15,000.00	\$15,000.00	100%	\$0.00	\$1,500.00
	TOTAL EARTHWORK 1C				\$315,110.00				\$0.00	\$132,600.00	\$132,600.00	42%	\$182,510.00	\$13,260.00
	PAVING 1B													
1	SHELL TURNAROUND	8.00	EA	\$8,550.00	\$68,400.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$68,400.00	\$0.00
2	4" CONCRETE SIDEWALK	120.00	SF	\$4.30	\$516.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$516.00	\$0.00
3	3/4" TYPE S-3 ASPHALT	8,145.00	SY	\$5.60	\$45,612.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$45,612.00	\$0.00
4	1" TYPE S-1 ASPHALT	8,145.00	SY	\$6.30	\$51,313.50	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$51,313.50	\$0.00
5	6" SHELL BASE	8,145.00	SY	\$10.50	\$85,522.50	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$85,522.50	\$0.00
6	12" STABILIZED SUBGRADE (LBR-40)	8,145.00	SY	\$7.05	\$57,422.25	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$57,422.25	\$0.00
7	MIAMI CURB W/ STABILIZATION	5,030.00	LF	\$12.65	\$63,629.50	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$63,629.50	\$0.00
8	TYPE "F" CURB W/ STABILIZATION	-	LF	\$17.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
9	4" CONCRETE SIDEWALK	5,865.00	SF	\$4.30	\$25,219.50	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$25,219.50	\$0.00
10	5' ADA HANDICAPPED RAMP	2.00	EA	\$900.00	\$1,800.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$1,800.00	\$0.00
11	SHELL TURNAROUND - NOT INCLUDED	-	EA	\$8,550.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
12	SIGNAGE & STRIPING	1.00	LS	\$2,100.00	\$2,100.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$2,100.00	\$0.00
	TOTAL PAVING 1B				\$401,535.25				\$0.00	\$0.00	\$0.00	0%	\$401,535.25	\$0.00
	STORM SEWER 1C													
1	30" CLASS III RCP STORM	352.00	LF	\$62.50	\$22,000.00	253.44	0.00	253.44	\$15,840.00	\$0.00	\$15,840.00	72%	\$6,160.00	\$1,584.00
2	CONTROL STRUCTURE TYPE H	3.00	EA	\$10,350.00	\$31,050.00	1.50	0.00	1.50	\$15,525.00	\$0.00	\$15,525.00	50%	\$15,525.00	\$1,552.50
	TOTAL STORM SEWER 1C				\$53,050.00				\$31,365.00	\$0.00	\$31,365.00	59%	\$21,685.00	\$3,136.50
	STORM SEWER 1B													
1	CONNECT TO EXISTING STORM	1.00	EA	\$3,400.00	\$3,400.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$3,400.00	\$0.00
2	15" CLASS III RCP STORM	80.00	LF	\$28.50	\$2,280.00	41.60	0.00	41.60	\$1,185.60	\$0.00	\$1,185.60	52%	\$1,094.40	\$118.56
3	18" CLASS III RCP STORM	(264.00)	LF	\$34.50	-\$9,108.00	-264.00	0.00	-264.00	(\$9,108.00)	\$0.00	(\$9,108.00)	100%	\$0.00	(\$910.80)
4	24" CLASS III RCP STORM	96.00	LF	\$46.50	\$4,464.00	65.28	0.00	65.28	\$3,035.52	\$0.00	\$3,035.52	68%	\$1,428.48	\$303.55
5	48" CLASS III RCP STORM	344.00	LF	\$150.00	\$51,600.00	261.44	0.00	261.44	\$39,216.00	\$0.00	\$39,216.00	76%	\$12,384.00	\$3,921.60
6	24" X 38" CLASS III ERCP STORM	16.00	LF	\$150.00	\$2,400.00	8.32	0.00	8.32	\$1,248.00	\$0.00	\$1,248.00	52%	\$1,152.00	\$124.80
7	MANATEE CO. CURB INLET	(2.00)	EA	\$3,850.00	-\$7,700.00	-2.00	0.00	-2.00	(\$7,700.00)	\$0.00	(\$7,700.00)	100%	\$0.00	(\$770.00)
8	TYPE C BUBBLER BOX	1.00	EA	\$2,050.00	\$2,050.00	0.46	0.00	0.46	\$943.00	\$0.00	\$943.00	46%	\$1,107.00	\$94.30

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5/1/19
5/31/19

RIPA & ASSOCIATES PROJECT # 01-1789A

ITEM NO.	DESCRIPTION OF WORK	QTY	CONTRACT SUM TO DATE											BALANCE TO FINISH		10% RETAINAGE	
			UNIT	BASE CONTRACT		ESTIMATED QUANTITY			TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	PERCENT COMPLETE	TO DATE	TO DATE			
				UNIT PRICE	VALUE	THIS ESTIMATE	PREV ESTIMATE	TOTAL ESTIMATE	THIS PERIOD	PREV APPLICATION	TO DATE	TO DATE					
9	TYPE D BUBBLER BOX	1.00	EA	\$2,500.00	\$2,500.00	0.55	0.00	0.55	\$1,375.00	\$0.00	\$1,375.00	55%	\$1,125.00	\$137.50			
10	TYPE P MANHOLE	(1.00)	EA	\$2,750.00	-\$2,750.00	-1.00	0.00	-1.00	(\$2,750.00)	\$0.00	(\$2,750.00)	100%	\$0.00	(\$275.00)			
11	CONTROL STRUCTURE TYPE D	(2.00)	EA	\$4,800.00	-\$9,600.00	-2.00	0.00	-2.00	(\$9,600.00)	\$0.00	(\$9,600.00)	100%	\$0.00	(\$960.00)			
12	15" PIPE SUPPORT ENDWALL	(1.00)	EA	\$1,550.00	-\$1,550.00	-1.00	0.00	-1.00	(\$1,550.00)	\$0.00	(\$1,550.00)	100%	\$0.00	(\$155.00)			
13	18" PIPE SUPPORT ENDWALL	(2.00)	EA	\$1,600.00	-\$3,200.00	-2.00	0.00	-2.00	(\$3,200.00)	\$0.00	(\$3,200.00)	100%	\$0.00	(\$320.00)			
14	24" PIPE SUPPORT ENDWALL	(5.00)	EA	\$1,900.00	-\$9,500.00	-5.00	0.00	-5.00	(\$9,500.00)	\$0.00	(\$9,500.00)	100%	\$0.00	(\$950.00)			
15	30" PIPE SUPPORT ENDWALL	6.00	EA	\$2,900.00	\$17,400.00	3.00	0.00	3.00	\$8,700.00	\$0.00	\$8,700.00	50%	\$8,700.00	\$870.00			
16	24" X 38" PIPE SUPPORT ENDWALL	2.00	EA	\$2,400.00	\$4,800.00	0.76	0.00	0.76	\$1,824.00	\$0.00	\$1,824.00	38%	\$2,976.00	\$182.40			
17	29" X 45" ERCP MES	(2.00)	EA	\$3,850.00	-\$7,700.00	-2.00	0.00	-2.00	(\$7,700.00)	\$0.00	(\$7,700.00)	100%	\$0.00	(\$770.00)			
18	24" RCP MES	1.00	EA	\$2,000.00	\$2,000.00	0.15	0.00	0.15	\$300.00	\$0.00	\$300.00	15%	\$1,700.00	\$30.00			
19	30" RCP MES	(2.00)	EA	\$2,600.00	-\$5,200.00	-2.00	0.00	-2.00	(\$5,200.00)	\$0.00	(\$5,200.00)	100%	\$0.00	(\$520.00)			
20	48" RCP MES	1.00	EA	\$4,500.00	\$4,500.00	0.58	0.00	0.58	\$2,610.00	\$0.00	\$2,610.00	58%	\$1,890.00	\$261.00			
21	RIP RAP AT END SECTION	2.00	EA	\$600.00	\$1,200.00	1.00	0.00	1.00	\$600.00	\$0.00	\$600.00	50%	\$600.00	\$60.00			
22	DEWATERING	1.00	LS	\$7,000.00	\$7,000.00	0.50	0.00	0.50	\$3,500.00	\$0.00	\$3,500.00	50%	\$3,500.00	\$350.00			
23	STORM SEWER TESTING	1.00	LS	\$5,000.00	\$5,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$5,000.00	\$0.00			
24	CONNECT TO EXISTING STORM	2.00	EA	\$3,200.00	\$6,400.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$6,400.00	\$0.00			
25	15" CLASS III RCP STORM	120.00	LF	\$28.50	\$3,420.00	62.40	0.00	62.40	\$1,778.40	\$0.00	\$1,778.40	52%	\$1,641.60	\$177.84			
26	18" CLASS III RCP STORM	400.00	LF	\$34.50	\$13,800.00	348.00	0.00	348.00	\$12,006.00	\$0.00	\$12,006.00	87%	\$1,794.00	\$1,200.60			
27	24" CLASS III RCP STORM	1,048.00	LF	\$46.50	\$48,732.00	723.12	0.00	723.12	\$33,625.08	\$0.00	\$33,625.08	69%	\$15,106.92	\$3,362.51			
28	30" CLASS III RCP STORM	256.00	LF	\$62.50	\$16,000.00	184.32	0.00	184.32	\$11,520.00	\$0.00	\$11,520.00	72%	\$4,480.00	\$1,152.00			
29	29" X 45" CLASS III ERCP STORM	120.00	LF	\$135.00	\$16,200.00	99.60	0.00	99.60	\$13,446.00	\$0.00	\$13,446.00	83%	\$2,754.00	\$1,344.60			
30	MANATEE CO. CURB INLET	14.00	EA	\$3,850.00	\$53,900.00	7.28	0.00	7.28	\$28,028.00	\$0.00	\$28,028.00	52%	\$25,872.00	\$2,802.80			
31	TYPE C BUBBLER BOX	2.00	EA	\$2,050.00	\$4,100.00	0.92	0.00	0.92	\$1,886.00	\$0.00	\$1,886.00	46%	\$2,214.00	\$188.60			
32	TYPE D BUBBLER BOX	1.00	EA	\$2,500.00	\$2,500.00	0.55	0.00	0.55	\$1,375.00	\$0.00	\$1,375.00	55%	\$1,125.00	\$137.50			
33	TYPE P MANHOLE	2.00	EA	\$2,750.00	\$5,500.00	1.50	0.00	1.50	\$4,125.00	\$0.00	\$4,125.00	75%	\$1,375.00	\$412.50			
34	CONTROL STRUCTURE TYPE D	4.00	EA	\$4,800.00	\$19,200.00	3.12	0.00	3.12	\$14,976.00	\$0.00	\$14,976.00	78%	\$4,224.00	\$1,497.60			
35	CONTROL STRUCTURE TYPE C	2.00	EA	\$4,200.00	\$8,400.00	1.10	0.00	1.10	\$4,620.00	\$0.00	\$4,620.00	55%	\$3,780.00	\$462.00			
36	15" PIPE SUPPORT ENDWALL	1.00	EA	\$1,550.00	\$1,550.00	1.00	0.00	1.00	\$1,550.00	\$0.00	\$1,550.00	100%	\$0.00	\$155.00			
37	18" PIPE SUPPORT ENDWALL	2.00	EA	\$1,600.00	\$3,200.00	2.00	0.00	2.00	\$3,200.00	\$0.00	\$3,200.00	100%	\$0.00	\$320.00			
38	24" PIPE SUPPORT ENDWALL	7.00	EA	\$1,900.00	\$13,300.00	5.95	0.00	5.95	\$11,305.00	\$0.00	\$11,305.00	85%	\$1,995.00	\$1,130.50			
39	30" RCP MES	2.00	EA	\$2,600.00	\$5,200.00	2.00	0.00	2.00	\$5,200.00	\$0.00	\$5,200.00	100%	\$0.00	\$520.00			
40	29" X 45" ERCP MES	2.00	EA	\$3,850.00	\$7,700.00	1.10	0.00	1.10	\$4,235.00	\$0.00	\$4,235.00	55%	\$3,465.00	\$423.50			
41	BRICK & MORTAR PLUGS	1.00	LS	\$6,000.00	\$6,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$6,000.00	\$0.00			
42	DEWATERING	1.00	LS	\$18,000.00	\$18,000.00	0.50	0.00	0.50	\$9,000.00	\$0.00	\$9,000.00	50%	\$9,000.00	\$900.00			
43	STORM SEWER TESTING	1.00	LS	\$14,000.00	\$14,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$14,000.00	\$0.00			
	TOTAL STORM SEWER 1B				\$321,388.00				\$170,104.60	\$0.00	\$170,104.60	53%	\$151,283.40	\$17,010.46			
	SANITARY SEWER 1B																

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ITEM NO.	DESCRIPTION OF WORK	QTY	CONTRACT SUM TO DATE										BALANCE TO FINISH TO DATE	10% RETAINAGE TO DATE
			BASE CONTRACT		ESTIMATED QUANTITY			TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	PERCENT COMPLETE			
			UNIT	UNIT PRICE	VALUE	THIS ESTIMATE	PREV ESTIMATE	TOTAL ESTIMATE	THIS PERIOD	PREV APPLICATION	TO DATE	TO DATE		
1	8" PVC (0-6' CUT)	42.00	LF	\$15.50	\$651.00	0.00	42.00	42.00	\$0.00	\$651.00	\$651.00	100%	\$0.00	\$65.10
2	8" PVC (6'-8' CUT)	(20.00)	LF	\$16.50	-\$330.00	0.00	-20.00	-20.00	\$0.00	(\$330.00)	(\$330.00)	100%	\$0.00	(\$33.00)
3	8" PVC (8'-10' CUT)	(103.00)	LF	\$18.00	-\$1,854.00	0.00	-103.00	-103.00	\$0.00	(\$1,854.00)	(\$1,854.00)	100%	\$0.00	(\$185.40)
4	8" PVC (10'-12' CUT)	263.00	LF	\$20.00	\$5,260.00	178.84	84.16	263.00	\$3,576.80	\$1,683.20	\$5,260.00	100%	\$0.00	\$526.00
5	8" PVC (12'-14' CUT)	(134.00)	LF	\$23.00	-\$3,082.00	-134.00	0.00	-134.00	(\$3,082.00)	\$0.00	(\$3,082.00)	100%	\$0.00	(\$308.20)
6	8" PVC (14'-16' CUT)	43.00	LF	\$45.00	\$1,935.00	43.00	0.00	43.00	\$1,935.00	\$0.00	\$1,935.00	100%	\$0.00	\$193.50
7	8" PVC (16'-18' CUT)	(7.00)	LF	\$61.00	-\$427.00	-7.00	0.00	-7.00	(\$427.00)	\$0.00	(\$427.00)	100%	\$0.00	(\$42.70)
8	8" PVC (18'-20' CUT)	311.00	LF	\$76.00	\$23,636.00	311.00	0.00	311.00	\$23,636.00	\$0.00	\$23,636.00	100%	\$0.00	\$2,363.60
9	SANITARY MANHOLE (0'-6' CUT)	1.00	EA	\$2,850.00	\$2,850.00	0.75	0.20	0.95	\$2,137.50	\$570.00	\$2,707.50	95%	\$142.50	\$270.75
10	SANITARY MANHOLE (12'-14' CUT)	(1.00)	EA	\$4,450.00	-\$4,450.00	-1.00	0.00	-1.00	(\$4,450.00)	\$0.00	(\$4,450.00)	100%	\$0.00	(\$445.00)
11	SANITARY MANHOLE (18'-20' CUT)	1.00	EA	\$6,050.00	\$6,050.00	0.95	0.00	0.95	\$5,747.50	\$0.00	\$5,747.50	95%	\$302.50	\$574.75
12	SINGLE SERVICE	5.00	EA	\$695.00	\$3,475.00	5.00	0.00	5.00	\$3,475.00	\$0.00	\$3,475.00	100%	\$0.00	\$347.50
13	DOUBLE SERVICE	5.00	EA	\$1,150.00	\$5,750.00	5.00	0.00	5.00	\$5,750.00	\$0.00	\$5,750.00	100%	\$0.00	\$575.00
14	DEWATERING	1.00	LS	\$13,750.00	\$13,750.00	1.00	0.00	1.00	\$13,750.00	\$0.00	\$13,750.00	100%	\$0.00	\$1,375.00
15	SANITARY SEWER TESTING	1.00	LS	\$6,200.00	\$6,200.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$6,200.00	\$0.00
16	CONNECT TO EXISTING MANHOLE	4.00	EA	\$4,400.00	\$17,600.00	2.80	1.20	4.00	\$12,320.00	\$5,280.00	\$17,600.00	100%	\$0.00	\$1,760.00
17	8" PVC (0-6' CUT)	117.00	LF	\$15.50	\$1,813.50	117.00	0.00	117.00	\$1,813.50	\$0.00	\$1,813.50	100%	\$0.00	\$181.35
18	8" PVC (6'-8' CUT)	405.00	LF	\$16.50	\$6,682.50	283.50	121.50	405.00	\$4,677.75	\$2,004.75	\$6,682.50	100%	\$0.00	\$668.25
19	8" PVC (8'-10' CUT)	302.00	LF	\$18.00	\$5,436.00	181.20	120.80	302.00	\$3,261.60	\$2,174.40	\$5,436.00	100%	\$0.00	\$543.60
20	8" PVC (10'-12' CUT)	148.00	LF	\$20.00	\$2,960.00	37.00	0.00	37.00	\$740.00	\$0.00	\$740.00	25%	\$2,220.00	\$74.00
21	8" PVC (12'-14' CUT)	480.00	LF	\$23.00	\$11,040.00	456.00	0.00	456.00	\$10,488.00	\$0.00	\$10,488.00	95%	\$552.00	\$1,048.80
22	8" PVC (14'-16' CUT)	225.00	LF	\$45.00	\$10,125.00	225.00	0.00	225.00	\$10,125.00	\$0.00	\$10,125.00	100%	\$0.00	\$1,012.50
23	8" PVC (16'-18' CUT)	171.00	LF	\$61.00	\$10,431.00	171.00	0.00	171.00	\$10,431.00	\$0.00	\$10,431.00	100%	\$0.00	\$1,043.10
24	8" PVC (18'-20' CUT)	21.00	LF	\$76.00	\$1,596.00	21.00	0.00	21.00	\$1,596.00	\$0.00	\$1,596.00	100%	\$0.00	\$159.60
25	SANITARY MANHOLE (0'-6' CUT)	2.00	EA	\$2,850.00										

Summerwoods 1B

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RIPA & ASSOCIATES PROJECT # 01-1799A

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			BASE CONTRACT			ESTIMATED QUANTITY			TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	PERCENT COMPLETE		
			UNIT	UNIT PRICE	VALUE	THIS ESTIMATE	PREV ESTIMATE	TOTAL ESTIMATE	THIS PERIOD	PREV APPLICATION	TO DATE	TO DATE		
1	4" PVC WATER MAIN (DR 18)	(100.00)	LF	\$10.00	-\$1,000.00	-100.00	0.00	-100.00	(\$1,000.00)	\$0.00	(\$1,000.00)	100%	\$0.00	(\$100.00)
2	2" WATER SERVICE PIPE	100.00	LF	\$8.25	\$825.00	100.00	0.00	100.00	\$825.00	\$0.00	\$825.00	100%	\$0.00	\$82.50
3	8" GATE VALVE ASSEMBLY	1.00	EA	\$1,300.00	\$1,300.00	1.00	0.00	1.00	\$1,300.00	\$0.00	\$1,300.00	100%	\$0.00	\$130.00
4	6" GATE VALVE ASSEMBLY	1.00	EA	\$940.00	\$940.00	0.80	0.00	0.80	\$752.00	\$0.00	\$752.00	80%	\$188.00	\$75.20
5	8" MJ BEND	3.00	EA	\$260.00	\$780.00	2.25	0.00	2.25	\$585.00	\$0.00	\$585.00	75%	\$195.00	\$58.50
6	FIRE HYDRANT ASSEMBLY	1.00	EA	\$5,450.00	\$5,450.00	0.80	0.00	0.80	\$4,360.00	\$0.00	\$4,360.00	80%	\$1,090.00	\$436.00
7	CONNECT TO EXISTING WATERMAIN	5.00	EA	\$3,550.00	\$17,750.00	1.50	0.00	1.50	\$5,325.00	\$0.00	\$5,325.00	30%	\$12,425.00	\$532.50
8	TEMPORARY 4" JUMPER	4.00	EA	\$7,500.00	\$30,000.00	1.00	0.00	1.00	\$7,500.00	\$0.00	\$7,500.00	25%	\$22,500.00	\$750.00
9	8" PVC WATER MAIN (DR 18)	2,500.00	LF	\$17.25	\$43,125.00	1875.00	0.00	1875.00	\$32,343.75	\$0.00	\$32,343.75	75%	\$10,781.25	\$3,234.38
10	6" PVC WATER MAIN (DR 18)	80.00	LF	\$12.75	\$1,020.00	44.00	0.00	44.00	\$561.00	\$0.00	\$561.00	55%	\$459.00	\$56.10
11	4" PVC WATER MAIN (DR 18)	280.00	LF	\$10.00	\$2,800.00	280.00	0.00	280.00	\$2,800.00	\$0.00	\$2,800.00	100%	\$0.00	\$280.00
12	2" WATER SERVICE PIPE	340.00	LF	\$8.25	\$2,805.00	170.00	0.00	170.00	\$1,402.50	\$0.00	\$1,402.50	50%	\$1,402.50	\$140.25
13	8" DIP WATER MAIN	80.00	LF	\$41.35	\$3,308.00	48.00	0.00	48.00	\$1,984.80	\$0.00	\$1,984.80	60%	\$1,323.20	\$198.48
14	8" GATE VALVE ASSEMBLY	7.00	EA	\$1,300.00	\$9,100.00	5.60	0.00	5.60	\$7,280.00	\$0.00	\$7,280.00	80%	\$1,820.00	\$728.00
15	6" GATE VALVE ASSEMBLY	1.00	EA	\$940.00	\$940.00	0.75	0.00	0.75	\$705.00	\$0.00	\$705.00	75%	\$235.00	\$70.50
16	8" MJ BEND	16.00	EA	\$260.00	\$4,160.00	12.80	0.00	12.80	\$3,328.00	\$0.00	\$3,328.00	80%	\$832.00	\$332.80
17	8" MJ TEE	1.00	EA	\$395.00	\$395.00	0.80	0.00	0.80	\$316.00	\$0.00	\$316.00	80%	\$79.00	\$31.60
18	8" MJ REDUCER	1.00	EA	\$225.00	\$225.00	1.00	0.00	1.00	\$225.00	\$0.00	\$225.00	100%	\$0.00	\$22.50
19	4" MJ REDUCER	1.00	EA	\$145.00	\$145.00	1.00	0.00	1.00	\$145.00	\$0.00	\$145.00	100%	\$0.00	\$14.50
20	FIRE HYDRANT ASSEMBLY	3.00	EA	\$5,450.00	\$16,350.00	2.40	0.00	2.40	\$13,080.00	\$0.00	\$13,080.00	80%	\$3,270.00	\$1,308.00
21	SINGLE SERVICE SHORT	10.00	EA	\$680.00	\$6,800.00	5.00	0.00	5.00	\$3,400.00	\$0.00	\$3,400.00	50%	\$3,400.00	\$340.00
22	DOUBLE SERVICE SHORT	13.00	EA	\$1,050.00	\$13,650.00	6.50	0.00	6.50	\$6,825.00	\$0.00	\$6,825.00	50%	\$6,825.00	\$682.50
23	SINGLE SERVICE LONG	17.00	EA	\$775.00	\$13,175.00	8.50	0.00	8.50	\$6,587.50	\$0.00	\$6,587.50	50%	\$6,587.50	\$658.75
24	DOUBLE SERVICE LONG	12.00	EA	\$1,150.00	\$13,800.00	6.00	0.00	6.00	\$6,900.00	\$0.00	\$6,900.00	50%	\$6,900.00	\$690.00
25	TEMPORARY BLOWOFF ASSEMBLY	4.00	EA	\$1,350.00	\$5,400.00	1.00	0.00	1.00	\$1,350.00	\$0.00	\$1,350.00	25%	\$4,050.00	\$135.00
26	SAMPLE POINT	7.00	EA	\$355.00	\$2,485.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$2,485.00	\$0.00
27	CHLORINE INJECTION POINT	1.00	EA	\$355.00	\$355.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$355.00	\$0.00
28	CHLORINATION & PRESSURE TESTING	1.00	LS	\$12,500.00	\$12,500.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$12,500.00	\$0.00
TOTAL WATERMAIN 1B					\$208,583.00				\$108,880.55	\$0.00	\$108,880.55	52%	\$99,702.45	\$10,888.06
RECLAIMED WATERMAIN 1B														
1	8" PVC RECLAIMED MAIN (DR 18)	205.00	LF	\$17.25	\$3,536.25	123.00	0.00	123.00	\$2,121.75	\$0.00	\$2,121.75	60%	\$1,414.50	\$212.18
2	6" PVC RECLAIMED MAIN (DR 18)	(60.00)	LF	\$12.75	-\$765.00	-60.00	0.00	-60.00	(\$765.00)	\$0.00	(\$765.00)	100%	\$0.00	(\$76.50)
3	4" PVC WATER MAIN (DR 18)	(10.00)	LF	\$10.00	-\$100.00	-10.00	0.00	-10.00	(\$100.00)	\$0.00	(\$100.00)	100%	\$0.00	(\$10.00)
4	2" WATER SERVICE PIPE	(145.00)	LF	\$8.25	-\$1,196.25	-145.00	0.00	-145.00	(\$1,196.25)	\$0.00	(\$1,196.25)	100%	\$0.00	(\$119.63)
5	6" GATE VALVE ASSEMBLY	(2.00)	EA	\$940.00	-\$1,880.00	-2.00	0.00	-2.00	(\$1,880.00)	\$0.00	(\$1,880.00)	100%	\$0.00	(\$188.00)
6	8" MJ BEND	3.00	EA	\$260.00	\$780.00	2.40	0.00	2.40	\$624.00	\$0.00	\$624.00	80%	\$156.00	\$62.40
7	6" MJ BEND	(1.00)	EA	\$190.00	-\$190.00	-1.00	0.00	-1.00	(\$190.00)	\$0.00	(\$190.00)	100%	\$0.00	(\$19.00)

Summerwoods 1B

APPLICATION FOR PAYMENT

PAY APP
FROM
TO2
5/1/19
5/31/19

RIPA & ASSOCIATES PROJECT # 01-1799A

ITEM NO.	DESCRIPTION OF WORK	QTY	CONTRACT SUM TO DATE											BALANCE TO FINISH	10% RETAINAGE
			BASE CONTRACT			ESTIMATED QUANTITY			TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	PERCENT COMPLETE			
			UNIT	UNIT PRICE	VALUE	THIS ESTIMATE	PREV ESTIMATE	TOTAL ESTIMATE	THIS PERIOD	PREV APPLICATION	TO DATE	TO DATE	TO DATE		
8	CONNECT TO EXISTING RECLAIMED	4.00	EA	\$2,650.00	\$10,600.00	1.00	0.00	1.00	\$2,650.00	\$0.00	\$2,650.00	25%	\$7,950.00	\$265.00	
9	8" PVC RECLAIMED MAIN (DR 1B)	1,120.00	LF	\$17.25	\$19,320.00	672.00	0.00	672.00	\$11,592.00	\$0.00	\$11,592.00	60%	\$7,728.00	\$1,159.20	
10	6" PVC RECLAIMED MAIN (DR 1B)	980.00	LF	\$12.75	\$12,495.00	637.00	0.00	637.00	\$8,121.75	\$0.00	\$8,121.75	65%	\$4,373.25	\$812.18	
11	4" PVC WATER MAIN (DR 1B)	140.00	LF	\$10.00	\$1,400.00	77.00	0.00	77.00	\$770.00	\$0.00	\$770.00	55%	\$630.00	\$77.00	
12	2" WATER SERVICE PIPE	340.00	LF	\$8.25	\$2,805.00	204.00	0.00	204.00	\$1,683.00	\$0.00	\$1,683.00	60%	\$1,122.00	\$168.30	
13	8" DIP WATER MAIN	240.00	LF	\$41.35	\$9,924.00	144.00	0.00	144.00	\$5,954.40	\$0.00	\$5,954.40	60%	\$3,969.60	\$595.44	
14	8" GATE VALVE ASSEMBLY	5.00	EA	\$1,300.00	\$6,500.00	4.00	0.00	4.00	\$5,200.00	\$0.00	\$5,200.00	80%	\$1,300.00	\$520.00	
15	6" GATE VALVE ASSEMBLY	5.00	EA	\$940.00	\$4,700.00	4.00	0.00	4.00	\$3,760.00	\$0.00	\$3,760.00	80%	\$940.00	\$376.00	
16	8" MJ BEND	14.00	EA	\$260.00	\$3,640.00	11.20	0.00	11.20	\$2,912.00	\$0.00	\$2,912.00	80%	\$728.00	\$291.20	
17	6" MJ BEND	9.00	EA	\$190.00	\$1,710.00	7.20	0.00	7.20	\$1,368.00	\$0.00	\$1,368.00	80%	\$342.00	\$136.80	
18	8" MJ TEE	2.00	EA	\$395.00	\$790.00	1.60	0.00	1.60	\$632.00	\$0.00	\$632.00	80%	\$158.00	\$63.20	
19	4" MJ REDUCER	1.00	EA	\$145.00	\$145.00	1.00	0.00	1.00	\$145.00	\$0.00	\$145.00	100%	\$0.00	\$14.50	
20	SINGLE SERVICE SHORT	3.00	EA	\$680.00	\$2,040.00	1.50	0.00	1.50	\$1,020.00	\$0.00	\$1,020.00	50%	\$1,020.00	\$102.00	
21	DOUBLE SERVICE SHORT	18.00	EA	\$1,000.00	\$18,000.00	9.00	0.00	9.00	\$9,000.00	\$0.00	\$9,000.00	50%	\$9,000.00	\$900.00	
22	SINGLE SERVICE LONG	4.00	EA	\$775.00	\$3,100.00	2.00	0.00	2.00	\$1,550.00	\$0.00	\$1,550.00	50%	\$1,550.00	\$155.00	
23	DOUBLE SERVICE LONG	17.00	EA	\$1,150.00	\$19,550.00	8.50	0.00	8.50	\$9,775.00	\$0.00	\$9,775.00	50%	\$9,775.00	\$977.50	
24	TEMPORARY BLOWOFF ASSEMBLY	4.00	EA	\$1,350.00	\$5,400.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$5,400.00	\$0.00	
25	PERMANENT BLOWOFF ASSEMBLY	1.00	EA	\$1,700.00	\$1,700.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$1,700.00	\$0.00	
26	PRESSURE TESTING	1.00	LS	\$9,150.00	\$9,150.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$9,150.00	\$0.00	
	TOTAL RECLAIMED WATERMAIN 1B				\$133,154.00				\$64,747.65	\$0.00	\$64,747.65	49%	\$68,406.35	\$6,474.77	
	CHANGE ORDER #1														
	DPO CREDITS														
1	DPO CREDIT - STORM PIPE	1.00	LS	-\$42,647.79	-\$42,647.79	1.00	0.00	1.00	(\$42,647.79)	\$0.00	(\$42,647.79)	100%	\$0.00	(\$4,264.78)	
2	DPO CREDIT - SEWER STRUCTURES	1.00	LS	-\$21,414.34	-\$21,414.34	1.00	0.00	1.00	(\$21,414.34)	\$0.00	(\$21,414.34)	100%	\$0.00	(\$2,141.43)	
3	DPO CREDIT - STORM STRUCTURES	1.00	LS	-\$30,238.38	-\$30,238.38	1.00	0.00	1.00	(\$30,238.38)	\$0.00	(\$30,238.38)	100%	\$0.00	(\$3,023.84)	
4	DPO CREDIT - SEWER MAIN	1.00	LS	-\$17,262.31	-\$17,262.31	1.00	0.00	1.00	(\$17,262.31)	\$0.00	(\$17,262.31)	100%	\$0.00	(\$1,726.23)	
5	DPO CREDIT - WATER MAIN	1.00	LS	-\$57,621.01	-\$57,621.01	1.00	0.00	1.00	(\$57,621.01)	\$0.00	(\$57,621.01)	100%	\$0.00	(\$5,762.10)	
6	DPO CREDIT - RECLAIMED MAIN	1.00	LS	-\$33,698.41	-\$33,698.41	1.00	0.00	1.00	(\$33,698.41)	\$0.00	(\$33,698.41)	100%	\$0.00	(\$3,369.84)	
7	SIGNAGE MODIFICATIONS BY MANATEE COUNTY	1.00	LS	\$4,562.50	\$4,562.50	1.00	0.00	1.00	\$4,562.50	\$0.00	\$4,562.50	100%	\$0.00	\$456.25	
	TOTAL CHANGE ORDER #1				-\$198,319.74				(\$198,319.74)	\$0.00	(\$198,319.74)	100%	\$0.00	(\$19,831.97)	
	CONTRACT SUMMARY														
1	EARTHWORK 1C				\$315,110.00				\$0.00	\$132,600.00	\$132,600.00	42%	\$182,510.00	\$13,260.00	
2	PAVING 1B				\$401,535.25				\$0.00	\$0.00	\$0.00	0%	\$401,535.25	\$0.00	
3	STORM SEWER 1C				\$53,050.00				\$31,365.00	\$0.00	\$31,365.00	59%	\$21,685.00	\$3,136.50	
4	STORM SEWER 1B				\$321,388.00				\$170,104.60	\$0.00	\$170,104.60	53%	\$151,283.40	\$17,010.46	
5	SANITARY SEWER 1B				\$256,513.00				\$199,234.90	\$21,117.35	\$220,352.25	86%	\$36,160.75	\$22,035.23	

Summerwoods 1B

APPLICATION FOR PAYMENT

PAY APP
FROM
TO2
5/1/19
5/31/19

RIPA & ASSOCIATES PROJECT # 01-1799A

ITEM NO.	DESCRIPTION OF WORK	QTY	CONTRACT SUM TO DATE												
				BASE CONTRACT		ESTIMATED QUANTITY			TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	PERCENT COMPLETE	BALANCE TO FINISH	10% RETAINAGE	
			UNIT	UNIT PRICE	VALUE	THIS ESTIMATE	PREV ESTIMATE	TOTAL ESTIMATE	THIS PERIOD	PREV APPLICATION	TO DATE	TO DATE	TO DATE	TO DATE	
6	WATERMAIN 1B				\$208,583.00				\$108,880.55	\$0.00	\$108,880.55	52%	\$99,702.45	\$10,888.06	
7	RECLAIMED WATERMAIN 1B				\$133,154.00				\$64,747.65	\$0.00	\$64,747.65	49%	\$68,406.35	\$6,474.77	
	TOTAL ALL SCHEDULES				\$1,689,333.25				\$574,332.70	\$153,717.35	\$728,050.05	43%	\$961,283.20	\$72,805.02	
	CHANGE ORDER #1				-\$198,319.74				(\$198,319.74)	\$0.00	(\$198,319.74)	100%	\$0.00	(\$19,831.97)	
	TOTAL CHANGE ORDERS				-\$198,319.74				(\$198,319.74)	\$0.00	(\$198,319.74)	100%	\$0.00	(\$19,831.97)	
	ADJUSTED CONTRACT TOTAL				\$1,491,013.51				\$376,012.96	\$153,717.35	\$529,730.31	36%	\$961,283.20	\$52,973.05	

Summer Woods CDD
9530 Marketplace Road
Suite 206
Ft. Myers, FL 33912

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$ 338,411.65, paid by VK Summerwoods LLC (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Summerwoods according to the plat thereof on file in the office of the Clerk of the Court in and for Manatee County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this 29th day of May 20 19.

CONTRACTOR

BY: [Signature]

PRINT: Jay Robbins

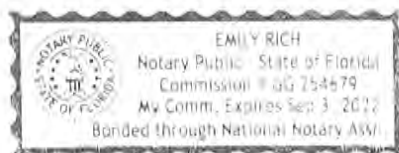
TITLE: Project Manager

STATE OF Florida

COUNTY OF Hillsborough

The foregoing was acknowledged before me this 29th day of May 20 19 by Jay Robbins as Project Manager of Ripa & Associates, LLC a Florida Corporation, for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.

NOTARY PUBLIC



BY: Emily Rich

PRINT: Emily Rich

COMMISSION #: _____

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (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. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

From: [Kaitlyn Gallant](#)
To: [Hanna Yi](#)
Subject: Fwd: Summerwoods 1B Pay App #2 May 2019
Date: Friday, May 31, 2019 12:53:49 PM
Attachments: [image003.jpg](#)
[image004.png](#)
[image005.jpg](#)

Please see below. It's ok to process that pay app.

Thanks,

Kaitlyn Gallant
Manager, District Accounting Services
Rizzetta & Company
12750 Citrus Park Lane
Suite 115
Tampa, Florida 33625

Electronic Mail Notice: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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Begin forwarded message:

From: Matt Morris <mmorris@morrisengineering.net>
Date: May 31, 2019 at 11:43:23 AM EDT
To: Emily Rich <erich@ripaconstruction.com>, Paul Martin <pmartin@kolter.com>, "blopreste@kolter.com" <blopreste@kolter.com>, Greg Meath <gmeath@kolter.com>, Heather Mattiza <HMattiza@rizzetta.com>, "kgallant@rizzetta.com" <kgallant@rizzetta.com>
Cc: Jay Robbins <jrobbins@ripaconstruction.com>, Kristen Bates <kbates@ripaconstruction.com>
Subject: RE: Summerwoods 1B Pay App #2 May 2019

All –

I am out of the office and cannot print and sign this for another 2 weeks... please let this email serve as my approval of the attached pay application. All of this appears to be ok for CDD funding...

Matt Morris, P.E.

President



6997 Professional Parkway East, Suite B

Sarasota, Florida 34240

(941)444-6644 (Office)

(941)228-4729 (Cell)

www.morrisengineering.net

From: Emily Rich <erich@ripaconstruction.com>

Sent: Thursday, May 30, 2019 5:48 PM

To: Paul Martin <pmartin@kolter.com>; blopreste@kolter.com; Greg Meath <gmeath@kolter.com>; Matt Morris <mmorris@morrisengineering.net>; Heather Mattiza <HMattiza@rizzetta.com>; kgallant@rizzetta.com

Cc: Jay Robbins <jrobbins@ripaconstruction.com>; Kristen Bates <kbates@ripaconstruction.com>

Subject: Summerwoods 1B Pay App #2 May 2019

Good Afternoon,

Attached is RIPA's Pay App #2 for the Summerwoods 1B project. The original will be mailed to Bryon LoPreste.

Once engineer approved, please email a scanned copy back to me.

Contact RIPA PM, Jay Robbins, with questions regarding items billed this month.

Thank You,

Emily Rich

Accounting



FAC_Logo



RIPA & Associates 1409 Tech Boulevard . Suite 1 . Tampa, FL 33619

Main (813) 623-6777 . Fax (813) 663-6772

Email: erich@ripaconstruction.com . Web Site: www.ripaconstruction.com

Bryon LoPreste

From: Matt Morris <mmorris@morrisengineering.net>
Sent: Monday, June 03, 2019 2:13 PM
To: Hanna Yi; Jim Harvey
Cc: Belinda Blandon; Bryon LoPreste; Dave Truxton; Paul Martin; Natasha Dhanpat
Subject: Re: CR 18 - Revised

[External Email]

Banana, I am out of the office and unable to sign for the next 2 weeks... is it possible for this email to serve as my approval of the requisitions?

Matt Morris, PE
President
Morris Engineering and Consulting, LLC
6997 Professional Parkway East, Suite B
Sarasota, Florida 34240
O: (941)444-6644
C: (941)228-4729

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: Hanna Yi <HYi@rizzetta.com>
Date: 6/3/19 9:31 AM (GMT-09:00)
To: Matt Morris <mmorris@morrisengineering.net>, "jharvey@kolter.com" <jharvey@kolter.com>
Cc: Belinda Blandon <BBlandon@rizzetta.com>, "blopreste@kolter.com" <blopreste@kolter.com>, "dtruxton@kolter.com" <dtruxton@kolter.com>, "pmartin@kolter.com" <pmartin@kolter.com>, Natasha Dhanpat <NDhanpat@rizzetta.com>
Subject: CR 18 - Revised

Good afternoon Matt and Jim,

Matt – please sign the requisitions and email the signed requisitions to Jim.

Jim – Please sign the executed copy of the requisitions and email the pages with both signatures back to me.

Thank you,

Hanna Yi
Accounting Clerk

Rizzetta & Company
9428 Camden Field Parkway
Riverview, FL 33578
Phone: 813.533.2950

hvi@rizzetta.com



Rizzetta & Company
Professionals in Community Management

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Tab 6

**SUMMER WOODS
COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2018**

**SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Summer Woods Community Development District
Manatee County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Summer Woods Community Development District, Manatee County, Florida ("District") as of and for the fiscal year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2018, and the respective changes in financial position thereof for the fiscal year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 28, 2019, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Report on Other Legal and Regulatory Requirements

We have also issued our report dated June 28, 2019, on our consideration of the District's compliance with the requirements of Section 218.415, Florida Statutes, as required by Rule 10.556(10) of the Auditor General of the State of Florida. The purpose of that report is to provide an opinion based on our examination conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants.



June 28, 2019

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Summer Woods Community Development District, Manatee County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2018. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

This information is being presented to provide additional information regarding the activities of the District and to meet the disclosure requirements of Government Accounting Standards Board Statement ("GASB") No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments* issued June 1999. Comparative information between the current year and the prior year is required to be presented in the Management's Discussion and Analysis ("MD&A"). However, because this is the first year of significant operations of the District, comparative information is excluded in this report. Subsequent reports will include the comparative information.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$377,385).
- The change in the District's total net position in comparison with the prior fiscal year was (\$375,159), an increase in the deficit. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2018, the District's governmental funds reported combined ending fund balances of \$2,817,271, an increase of \$2,819,497 in comparison with the prior fiscal year. The total fund balance is restricted for debt service and capital projects.

OVERVIEW OF FINANCIAL STATEMENTS

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

Government-Wide Financial Statements

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

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

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

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

Fund Financial Statements

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

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

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

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

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

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

Notes to the Financial Statements

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

GOVERNMENT-WIDE FINANCIAL ANALYSIS

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

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

NET POSITION SEPTEMBER 30,		2018
Current and other assets	\$	4,575,323
Capital assets, net of depreciation		2,968,880
Total assets		<u>7,544,203</u>
Current liabilities		1,856,588
Long-term liabilities		6,065,000
Total liabilities		<u>7,921,588</u>
Net position		
Net investment in capital assets		(2,778,798)
Restricted		2,401,413
Total net position	\$	<u><u>(377,385)</u></u>

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

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

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

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

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

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018	
Revenues:	
Program revenues	
Operating grants and contributions	\$ 54,117
Capital grants and contributions	16,319
General revenues	
Miscellaneous income	131
Total revenues	<u>70,567</u>
Expenses:	
General government	49,243
Maintenance and operations	897
Interest on long-term debt	98,536
Bond issue costs	297,050
Total expenses	<u>445,726</u>
Change in net position	(375,159)
Net position - beginning	<u>(2,226)</u>
Net position - ending	<u><u>\$ (377,385)</u></u>

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2018 was \$445,726. The costs of the District's activities were primarily funded by program revenues. Program revenues were comprised primarily of developer contributions during the current fiscal year.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2018.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2018, the District had \$2,968,880 invested in capital assets for its governmental activities. More detailed information about the District's capital assets is presented in the notes to the financial statements.

Capital Debt

At September 30, 2018, the District had \$6,065,000 in Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes to the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND OTHER EVENTS

It is anticipated that the general operations of the District will increase as the District is being built.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Summer Woods Community Development District's Finance Department at 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625.

FINANCIAL STATEMENTS

**SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2018**

	<u>Governmental Activities</u>
ASSETS	
Cash	\$ 712
Due from Developer	7,369
Restricted assets:	
Investments	4,567,242
Capital assets:	
Nondepreciable	<u>2,968,880</u>
Total assets	<u>7,544,203</u>
 LIABILITIES	
Accounts payable and accrued expenses	17,556
Contracts and retainage payable	1,740,496
Accrued interest payable	98,536
Non-current liabilities:	
Due in more than one year	<u>6,065,000</u>
Total liabilities	<u>7,921,588</u>
 NET POSITION	
Net investment in capital assets	(2,778,798)
Restricted for debt service	92,528
Restricted for capital projects	<u>2,308,885</u>
Total net position	<u>\$ (377,385)</u>

See notes to the financial statements

**SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018**

Functions/Programs	Expenses	Program Revenues		Net (Expense)
		Operating Grants and Contributions	Capital Grants and Contributions	Revenue and Changes in Net Position
Primary government:				
Governmental activities:				
General government	\$ 49,243	\$ 52,235	\$ -	\$ 2,992
Maintenance and operations	897	-	16,319	15,422
Interest on long-term debt	98,536	1,882	-	(96,654)
Bond issue costs	297,050	-	-	(297,050)
Total governmental activities	<u>445,726</u>	<u>54,117</u>	<u>16,319</u>	<u>(375,290)</u>
General revenues:				
				131
				<u>131</u>
				(375,159)
				<u>(2,226)</u>
				<u>\$ (377,385)</u>

See notes to the financial statements

**SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
BALANCE SHEET –
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2018**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
ASSETS				
Cash	\$ 712	\$ -	\$ -	\$ 712
Investments	-	508,386	4,058,856	4,567,242
Due from Developer	7,369	-	-	7,369
Due from other funds	9,475	-	-	9,475
Total assets	<u>\$ 17,556</u>	<u>\$ 508,386</u>	<u>\$ 4,058,856</u>	<u>\$ 4,584,798</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable and accrued expenses	\$ 17,556	\$ -	\$ -	\$ 17,556
Contracts and retainage payable	-	-	1,740,496	1,740,496
Due to other funds		-	9,475	9,475
Total liabilities	<u>17,556</u>	<u>-</u>	<u>1,749,971</u>	<u>1,767,527</u>
Fund balances:				
Restricted for:				
Debt service	-	508,386	-	508,386
Capital projects	-	-	2,308,885	2,308,885
Total fund balances	<u>-</u>	<u>508,386</u>	<u>2,308,885</u>	<u>2,817,271</u>
Total liabilities and fund balances	<u>\$ 17,556</u>	<u>\$ 508,386</u>	<u>\$ 4,058,856</u>	<u>\$ 4,584,798</u>

See notes to the financial statements

**SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET – GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2018**

Fund balance - governmental funds	\$	2,817,271
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Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	2,968,880		
Accumulated depreciation	-		2,968,880

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(98,536)		
Bonds payable	(6,065,000)		(6,163,536)
Net position of governmental activities		\$	(377,385)

See notes to the financial statements

**SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES –
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
REVENUES				
Developer contributions	\$ 52,235	\$ -	\$ -	\$ 52,235
Interest income	-	1,882	16,319	18,201
Miscellaneous Revenue	131	-	-	131
Total revenues	52,366	1,882	16,319	70,567
EXPENDITURES				
Current:				
General government	49,243	-	-	49,243
Maintenance and operations	897	-	-	897
Debt service:				
Bond issuance costs	-	-	297,050	297,050
Capital outlay	-	-	2,968,880	2,968,880
Total expenditures	50,140	-	3,265,930	3,316,070
Excess (deficiency) of revenues over (under) expenditures	2,226	1,882	(3,249,611)	(3,245,503)
OTHER FINANCING SOURCES (USES)				
Bond issuance	-	506,504	5,558,496	6,065,000
Total other financing sources (uses)	-	506,504	5,558,496	6,065,000
Net change in fund balances	2,226	508,386	2,308,885	2,819,497
Fund balances - beginning	(2,226)	-	-	(2,226)
Fund balances - ending	\$ -	\$ 508,386	\$ 2,308,885	\$ 2,817,271

See notes to the financial statements

**SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018**

Net change in fund balances - total governmental funds	\$ 2,819,497
--	--------------

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures, however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.	2,968,880
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Governmental funds report the face amount of Bonds issued as financial resources when debt is first issued, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.	(6,065,000)
---	-------------

The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.	(98,536)
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Change in net position of governmental activities	<div style="border-top: 1px solid black; border-bottom: 3px double black; padding: 2px 0;">\$ (375,159)</div>
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See notes to the financial statements

**SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Summer Woods Community Development District (the "District") was established on September 1, 2011 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes, by Manatee County Ordinance 11-13. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

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

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by the landowners of the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2018, all of the Board of Supervisors are affiliated with VK Summerwoods Investors LLC ("Developer").

The Board has the responsibility for:

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

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

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

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

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

Assessments

Assessments are non-ad valorem assessments imposed on assessable lands located within the District. Assessments may be levied on property to pay for the operations and maintenance of the District. The fiscal year for which annual assessments may be levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

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

The District reports the following major governmental funds:

General Fund

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

Debt Service Fund

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

Capital Projects Fund

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

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

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

Assets, Liabilities and Net Position or Equity

Restricted Assets

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deposits and Investments

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

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

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

In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

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

Prepaid Items

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

Capital Assets

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

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

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

No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction.

Unearned Revenue

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Long-Term Obligations

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

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

Deferred Outflows/Inflows of Resources

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

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

Fund Equity/Net Position

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

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

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

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

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Other Disclosures

Use of Estimates

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

NOTE 3 – BUDGETARY INFORMATION

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

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

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

NOTE 4 – DEPOSITS AND INVESTMENTS

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

Investments

The District's investments were held as follows at September 30, 2018:

	Amortized Cost	Credit Risk	Maturities
Goldman Sachs Financial Square			
Funds-Government Fund	\$ 4,567,242	Not available	Not available
Total Investments	<u>\$ 4,567,242</u>		

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

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

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

However, the Bond Indentures limit the type of investments held using unspent proceeds.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

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

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

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

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

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2018 was as follows:

	Beginning Balance	Additions	Disposals	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Infrastructure under construction	\$ -	\$ 2,968,880	\$ -	\$ 2,968,880
Total capital assets, not being depreciated	-	2,968,880	-	2,968,880
Governmental activities capital assets, net	\$ -	\$ 2,968,880	\$ -	\$ 2,968,880

The total construction project is expected to cost approximately \$16.72 million, with \$6.512 million allocated to the Assessment Area One Project and \$10.208 million allocated to the remainder of the district lands outside of the Assessment Area One. The infrastructure will include roadways, stormwater management systems, water distribution, sanitary sewer, landscaping, irrigation and recreational facilities. The net proceeds from the Series 2018A Bonds are approximately \$5.2 million and will be used by the District to provide funds for the construction of a portion of the Assessment Area One Project. The District entered into an acquisition agreement with the Developer whereby the Developer has agreed to advance, fund, commence and/or complete certain infrastructure improvements. In connection with the agreement, the District paid the Developer \$1,839,636 as payment for acquired infrastructure improvements. The Developer will enter into a completion agreement to fund or cause to be funded the completion of the Assessment Area One Project to the extent that the Series 2018A Bonds are not sufficient to pay for the entire Assessment Area One Project. Upon completion, certain improvements are expected to be conveyed to other governments. See Note 6 – Long-Term Liabilities for more information.

The District has entered into a construction contract in connection with the construction of various infrastructure improvements. The construction contract covers both private development being conducted for the benefit of the Developer as well as public infrastructure improvements within the scope of the District's capital improvement plan. The District entered into a cost share agreement with the Developer whereby the Developer has agreed to pay for the cost of the work in addition to that work which is identified as being the District's responsibility, for such items of work that are not included in the District's capital improvement plan. There were no receipts from the Developer during the fiscal year in connection with the cost share agreement.

NOTE 6 – LONG-TERM LIABILITIES

On May 30, 2018, the District issued \$6,065,000 of Special Assessments Bonds, Series 2018A-1 and 2018A-2 consisting of multi-term Bonds with interest rates ranging from 4% - 5.375% due November 1, 2023 – November 1, 2048. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Series 2018A-1 Bonds is to be paid serially commencing November 1, 2019 through November 1, 2048. Principal on the Series 2018A-2 Bonds is due on November 1, 2029.

The Series 2018A-1 are subject to redemption at the option of the District prior to their maturity. The Series 2018A-1 and Series 2018A-2 are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2018.

Long-term debt activity

Changes in long-term liability activity for the fiscal year ended September 30, 2018 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2018	\$ -	\$ 6,065,000	\$ -	\$ 6,065,000	\$ -
Total	\$ -	\$ 6,065,000	\$ -	\$ 6,065,000	\$ -

At September 30, 2018, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2019	\$ -	\$ 282,669	\$ 282,669
2020	55,000	317,900	372,900
2021	55,000	315,700	370,700
2022	60,000	313,400	373,400
2023	60,000	311,000	371,000
2024-2028	350,000	1,509,675	1,859,675
2029-2033	2,950,000	939,644	3,889,644
2034-2038	580,000	603,838	1,183,838
2039-2043	750,000	428,841	1,178,841
2044-2048	975,000	198,203	1,173,203
2049	230,000	6,181	236,181
Total	\$ 6,065,000	\$ 5,227,051	\$ 11,292,051

NOTE 7 – INTERFUND RECEIVABLES AND PAYABLES

Interfund receivables and payables at September 30, 2018 were as follows:

Fund	Receivable	Payable
General	\$ 9,475	\$ -
Capital projects	-	9,475
Total	<u>\$ 9,475</u>	<u>\$ 9,475</u>

The outstanding balances between funds result primarily from the time lag between the dates that transactions are recorded in the accounting system and payments between funds are made. In the case of the District, the balances between the general fund and the capital projects fund relate to capital project fund expenditures paid for by the general fund that have not yet been repaid by the capital project fund.

NOTE 8 – DEVELOPER TRANSACTIONS

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were \$52,235 which includes a receivable of \$7,369 at September 30, 2018.

NOTE 9 – CONCENTRATION

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

NOTE 10 – MANAGEMENT COMPANY

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

NOTE 11 – RISK MANAGEMENT

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

**SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018**

	Budgeted Amounts <u>Original & Final</u>	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Developer Contribution	\$ 88,325	\$ 52,235	\$ (36,090)
Miscellaneous Income	-	131	131
Total revenues	<u>88,325</u>	<u>52,366</u>	<u>(35,959)</u>
EXPENDITURES			
Current:			
General government	86,075	49,243	36,832
Maintenance and operations	<u>2,250</u>	<u>897</u>	<u>1,353</u>
Total expenditures	<u>88,325</u>	<u>50,140</u>	<u>38,185</u>
Excess (deficiency) of revenues over (under) expenditures	<u>-</u>	2,226	<u>2,226</u>
Fund balance - beginning		<u>(2,226)</u>	
Fund balance - ending		<u>\$ -</u>	

See notes to required supplementary information

**SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

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

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2018.



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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

To the Board of Supervisors
Summer Woods Community Development District
Manatee County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Summer Woods Community Development District, Manatee County, Florida ("District") as of and for the fiscal year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements and have issued our report thereon dated June 28, 2019.

Internal Control Over Financial Reporting

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

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


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

Compliance and Other Matters

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

Purpose of this Report

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

A handwritten signature in blue ink, appearing to read "Brian J. Associates".

June 28, 2019



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

To the Board of Supervisors
Summer Woods Community Development District
Manatee County, Florida

We have examined Summer Woods Community Development District, Manatee County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2018. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

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

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2018.

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

Grau & Associates

June 28, 2019



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

To the Board of Supervisors
Summer Woods Community Development District
Manatee County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Summer Woods Community Development District, Manatee County, Florida ("District") as of and for the fiscal year ended September 30, 2018, and have issued our report thereon dated June 28, 2019.

Auditor's Responsibility

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

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 28, 2019, should be considered in conjunction with this management letter.

Purpose of this Letter

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

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

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

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

Grau & Associates

June 28, 2019

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

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

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

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

N/A. First year audit.

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

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2018.

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

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2018.

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

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

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2018. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

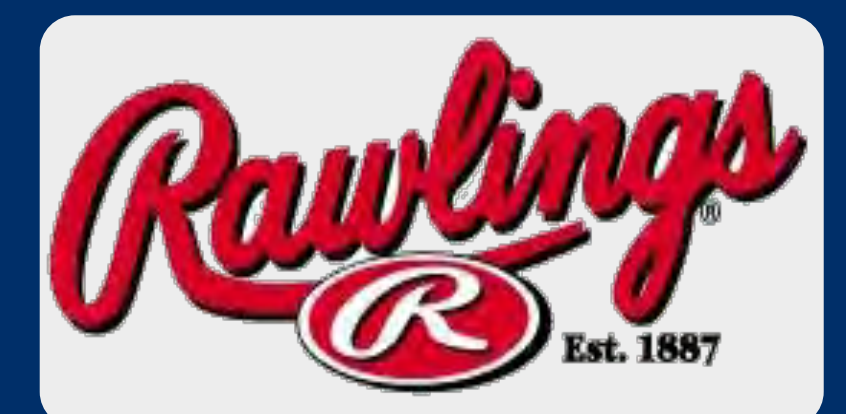
Tab 7

Summer Woods CDD

Website Compliance and Accessibility



A Sampling of Our Clients



Dear Summer Woods CDD Board Members:

Thank you for the chance to present our company, ADA Site Compliance, the leader in website accessibility for Florida's community development districts. We've worked with 200+ CDDs and government entities, and hundreds of businesses, including some of the world's best-known brands. We're confident our website and PDF accessibility expertise makes us the right choice for Summer Woods.

We realize you have a choice when selecting any vendor. We also know that ADA website and PDF accessibility are highly specialized, so it's important for you to understand what sets one company apart from another. Below are a few key facts you should know about us:

1. We have one business – website and PDF accessibility and compliance – and we do it the right way

Since the explosion of ADA website lawsuits two years ago, many companies in fields like web design and SEO are now seeking a new revenue stream in digital accessibility. Many are good marketers but simply lack the skills and knowledge to properly do this work. At ADASC, we have one business: making and keeping our clients' websites and PDFs accessible.

2. Community Development Districts are our specialty – and we have a perfect track record

We have worked with hundreds of special districts in Florida, including more than 200 CDDs. In that time, no ADASC clients who have completed their auditing and remediation have been sued. That's because we do the work the way it must be done and never take shortcuts.

3. We are the experts' experts

Our clients are also the clients of dozens of the world's largest law firms (we're happy to share a list). They continue to refer us those clients because they trust us to serve them well, to manage their risk exposure, and to keep their costs low.

We respectfully urge the board to consider these points in order to get a true apples-to-apples comparison of your options. As litigation continues against CDDs, having a truly accessible website and PDFs will save you time and money. And it's the right thing to do.

We welcome your questions and look forward to serving as your trusted resource for all your accessibility needs.

Sincerely,

The ADA Site Compliance Team

Experience Counts



ADASC is proud to be the trusted partner of 200+ Florida CDDs, their board members, management companies, insurance carriers, and legal counsel.

Districts across Florida turn to us for all their accessibility and compliance needs:

- ✓ Website and PDF remediation
- ✓ Creation of new, ADA-compliant, accessible websites
- ✓ Risk-mitigation in a climate of growing litigation
- ✓ Ongoing maintenance and support of accessibility efforts
- ✓ Website hosting, back-up, and security
- ✓ Training, consulting, and expert advice

We are happy to provide you with references upon request

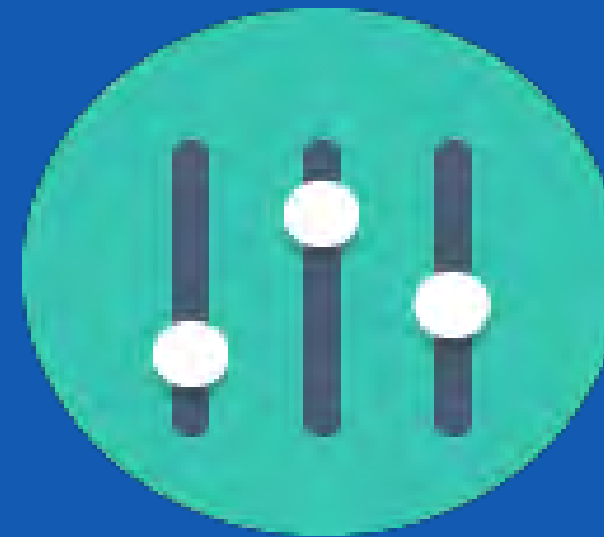


Phase 1: Risk-Mitigation



Compliance Shield

A certificate on your website indicates that you have a compliance plan in place and are taking active steps toward usability for all.



Site Accessibility Policy

A compliance plan details your strides toward access for all and lists alternate contact info for users in need of accommodations.



Compliance Audit Report

A detailed audit report shows the lines of code to be corrected and screen shots and text descriptions of every compliance failure.

Your New, Accessible & Compliant Website

Phase 2

Migration of All Content

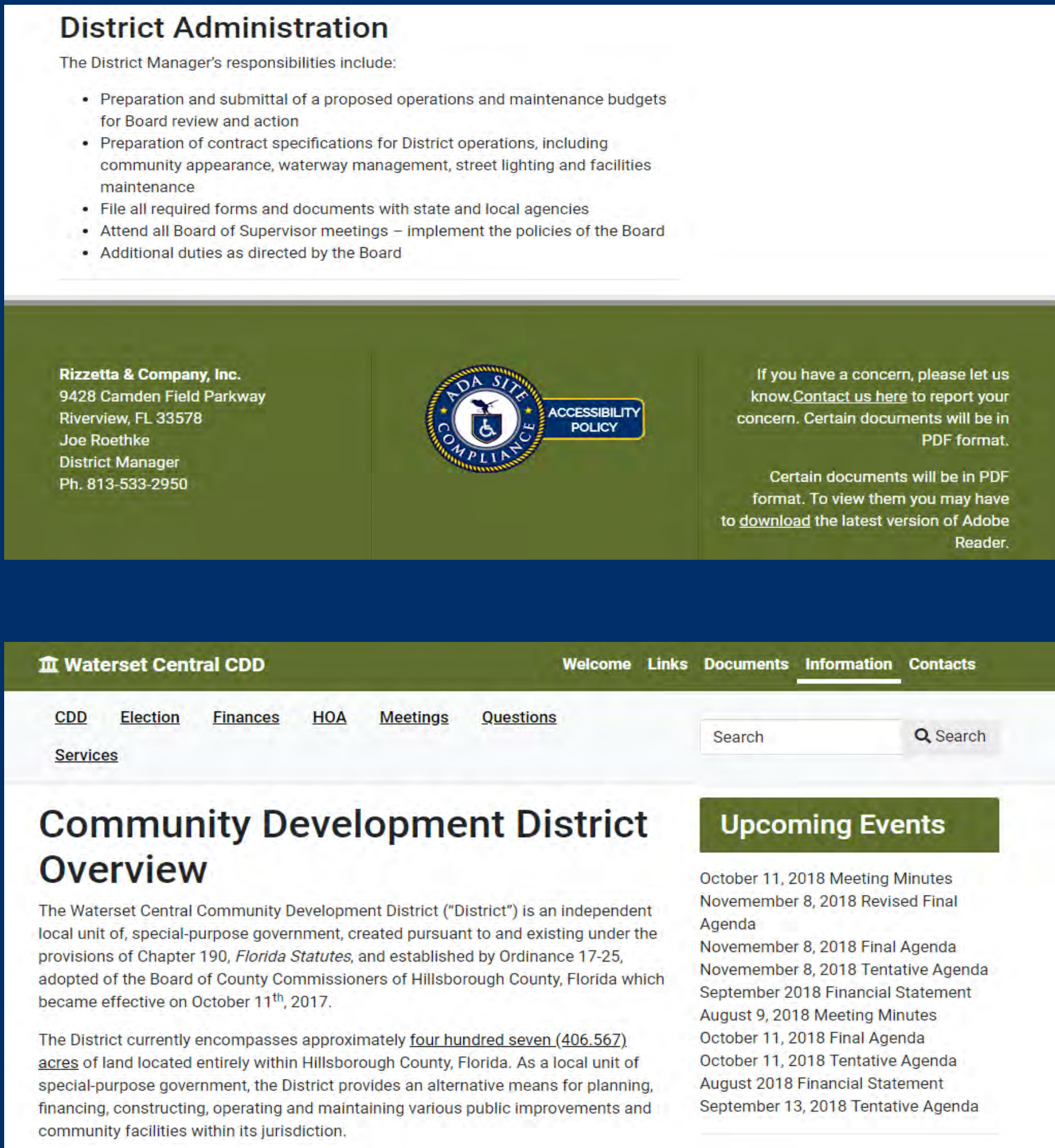
Our technical team migrates your current content to a brand new website built to be accessible and compliant.

Phase 3

Quality Assurance

Our compliance team re-tests your new website to ensure that it meets WCAG 2.1 AA-level criteria.





Creation of a New, Compliant & Accessible Website



\$2,400 (year 1) * **Migration of current site content to new, ADA-compliant format**

* **Summer Woods CDD owns 100% of the website**

* **No annual fee in year one**

\$900 (annually) - Continued accessibility and ongoing compliance support as standards change

Includes:

* **20 FREE hours of annual consulting (a \$5,000 value)**

* **FREE monthly tech audit reports for ongoing maintenance (a \$999 value)**

* **Customized Accessibility Policy**

* **ADASC Compliance Shield**

* **No annual fee in year one**

** the pricing above reflects a 20% discount that ADA Site Compliance is pleased to offer to all Egis & Rizzetta clients*





PDFs

\$99 for two years of PDF conversion to text/HTML format

Conversion will improve PDF accessibility

Complex document remediation starts at \$1.00

Template creation available to reduce future costs



Hosting

\$300 per year (a \$1,200 value)

Includes the following premium features:

- Active firewall
 - Virus protection
 - SSL certificate
 - Daily file and database backup
 - Disaster recovery
 - Server optimization
- *the pricing above reflects a 20% discount that ADA Site Compliance is pleased to offer to all Egis & Rizzetta clients*

Districts Choose ADASC For:

- * Turnkey solutions that provide unmatched convenience
- * Services that don't just meet, but exceed, insurance requirements
- * The most experienced team of experts in our field
- * Our single focus on digital accessibility and compliance
- * The lowest-cost option among legitimate service providers

New, Compliant Website: \$2,400

PDFs: \$99

Hosting & Backup: \$300

Year One Cost: \$2,799



FREE for All Rizzetta Clients

A \$5,999 Value

- * 20 FREE hours of annual website consulting (a \$5,000 value)
- * FREE monthly tech audit reports for ongoing compliance (a \$999 value)



A Word from a Fan



"A big shout out to ADA Site Compliance, which helps businesses and public entities make their websites and PDFs accessible and compliant with the Americans with Disabilities Act. Check out ADA Site Compliance. This is a good thing to have. Compliance is a must..."

- KEVIN O'LEARY A.K.A. "MR. WONDERFUL"
ABC TV'S *SHARK TANK*



ADA Site Compliance

The Website & PDF Accessibility Experts Asked to Present to:



The Trusted Resource for Those That You Trust





Contact Information

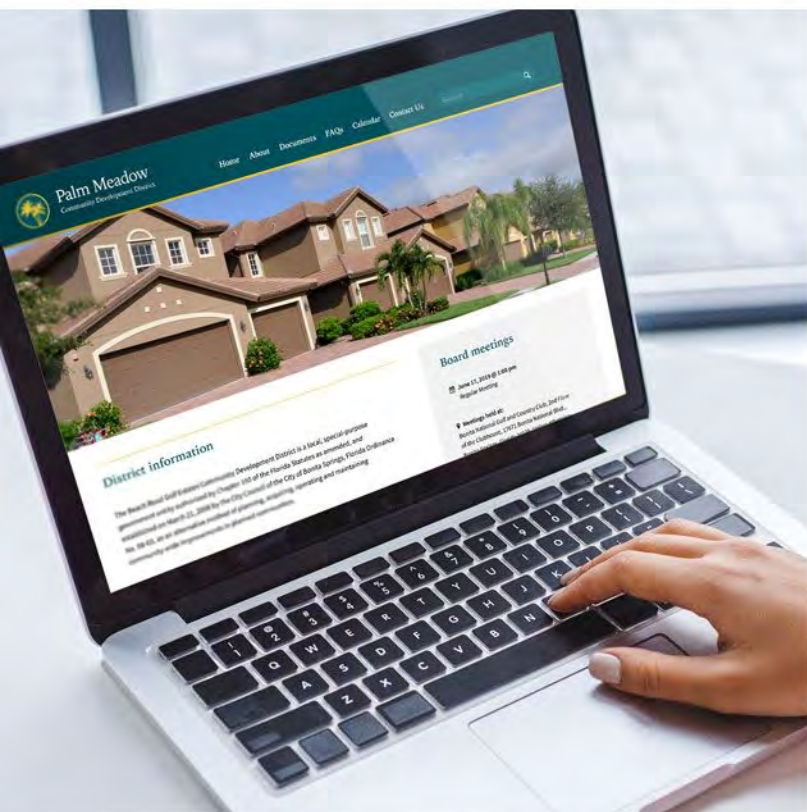


ADA Site Compliance, LLC

Jeremy Horelick, Vice President
(561) 258-9518 Direct

jeremy@AdaSiteCompliance.com

www.AccessibleDistrictWebsites.com



Keeping your community informed. And you compliant.

Summer Woods Community Development District

Proposal date: 2019-06-27

Proposal ID: YTSQZ-48ZVF-H4UKD-HBFHF

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Ted Saul

Director - Digital Communication

 *Certified Specialist*



Pricing

Effective date: 2019-07-01

Implementation	Quantity	Subtotal
Onboarding of ADA Compliant Website and Remediation of Historical Documents <ul style="list-style-type: none">• Migration website pages and present on a staged website for approval• Initial PDF Accessibility Compliance Service for 1500 pages of remediation	1	\$2,325.00
Ongoing services	Quantity	Subtotal
Website services <ul style="list-style-type: none">• Hosting, support and training for users• Website management tools to make updates• Secure certification (https)• Monthly site reporting, monitoring and error corrections	1	\$615.00
Ongoing PDF Accessibility Compliance Service <ul style="list-style-type: none">• Remediation of all PDFs stored on your website• Remediation of up to 750 PDF pages• Dashboard for reporting and managing all PDFs• 48-hour turnaround for fixes for board agendas• PDF manager dashboard	750*	\$937.50
Social Media Manager		Included
Total:		\$3,877.50

**Maximum PDF pages per 12 month period*



Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

Keeping it all accessible – and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

Designed for districts



Easy-to-update website, hosting and support



Worry-free ADA-compliance, auditing and full reporting



Meets Florida statutes and federal laws

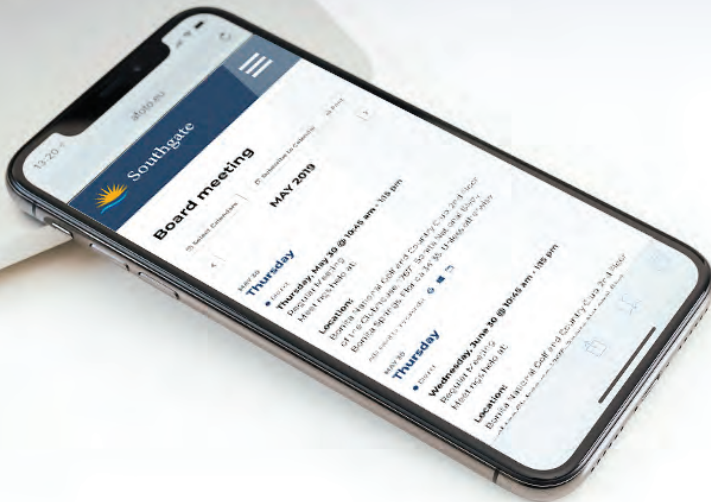


Save CDD board time and money

Keeping your community informed and compliant.



Accessibility Compliance
with Campus Suite



We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- ✓ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes



A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..



Campus Suite Academy
Website Accessibility Center

www.campussuite.com/accessibility-center

Frequently asked questions

For PDF service, what is the price per page?

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

What does the PDF scan and remediation process look like?

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

What does the ADA managed service process for our website look like?

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

How long does it take?

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

What standards do you follow for ADA?

We follow WCAG AA 2.1 guidelines

Are there any hidden fees?

No.

How long does it take to build the website?

It depends upon your responsiveness, but generally only a couple of weeks.

Can we change the design of our website?

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

Do your sites offer a calendar?

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
 1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
 2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
 3. Display an ADA compliance shield, seal, or certification;
 4. Provide options to create a CDD-branded design (colors, logo, etc...)
 5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
 6. Be free of any commercial advertising;
 7. Be free of any known spyware, virus, or malware;
 8. Secure certification (https)
 9. Secure cloud hosting with fail-overs
 10. Allow for data backups, and record retention as required by law;
 11. Allow for the display a calendar, reservation request form, and newsletter;
 12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
 13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.*
2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District’s website.
3. **Maintenance and Management of the Website.**
 1. Contractor will manage and maintain the website;
 2. Remediate new documents (a not to exceed 750 pages per year) provided by the District Manager in an ADA compliant format;*
 1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
 3. District shall be responsible for uploading the ADA compliant documents onto the website. Contractor shall ensure that the District only has the ability to upload or remove documents on the website and cannot alter any other aspect of the website;
 4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and
 5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will

provide the District with reasonable advance notice in writing.

4. Monthly Auditing and Remediation Services.

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

5. Support Services.

Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

Website Creation and Management Agreement

AGREEMENT BETWEEN THE Summer Woods COMMUNITY DEVELOPMENT DISTRICT AND INNERSYNC STUDIO, LTD., D/B/A CAMPUS SUITE, FOR WEBSITE AUDITING, REMEDIATION, AND MAINTENANCE SERVICES

This Agreement ("Agreement") is entered into as of 2019-07-01 by and between:

Summer Woods Community Development District, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 3434 Colwell Avenue, Tampa, FL 33614 (the "**District**"), and

Innersync Studio, Ltd., d/b/a Campus Suite, an Ohio limited liability company, authorized to do business in Florida, with a mailing address of 752 Dunwoodie Drive, Cincinnati, Ohio 45230 ("**Contractor**").

RECITALS

Whereas, the District is a local unit of special-purpose government, created and existing pursuant to Chapter 190, *Florida Statutes*; and

Whereas, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information ("**Website**"); and

Whereas, the District has a need to obtain a qualified independent contractor to perform audits of the Website to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act ("**ADA**"), which ADA accessibility requirements and standards may change from time to time, and to remediate or otherwise convert the Website to meet such ADA accessibility requirements, to routinely audit the Website to ensure continued compliance with the ADA and to perform ongoing maintenance of the Website, all as more particularly described herein and in the proposal attached hereto as **Exhibit A** and made a part herein (together, the "**Services**"); and

Whereas, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

Whereas, the District and Contractor desire to enter into this Agreement for the purposes stated herein and the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

Now, therefore, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

Section 2. Scope of Work. Contractor shall provide Services in accordance with the terms provided in this Agreement and in **Exhibit A**, which Services include:

A. Initial Website Remediation. Contractor shall migrate the District’s existing Website or otherwise create a new Website in order to produce a functional, responsive, working Website compliant with federally recommended ADA best practices for state and local governments as promulgated by federal law and rulemaking, including but not limited to Web Content Accessibility Guidelines 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, “**WCAG**”). Specifically, Contractor shall, at a minimum:

- i. provide an ADA compliant Website that meets, at minimum, the currently-effective WCAG standards;
- ii. convert up to 1500 pages of PDF documents identified by the District to accessible formats for assistive technologies. If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF;
- iii. provide a website accessibility policy that includes a commitment to accessibility for persons with disabilities, the District’s engagement of Contractor for ADA specific services, in an effort to bring the Website into ADA compliance, accessibility standard used and applied to the Website (which shall be at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) for users encountering any problems;
- iv. provide options to create a District-branded design (colors, logo, etc.);
- v. provide Contractor’s ADA compliance shield, seal or certification for display on the Website (“Compliance Shield”);
- vi. cross-check ADA compliance for accessibility and compatibility of the Website with various technology mediums, including but not limited to mobile phones, smart phones, tablets, laptop computers, desktop computers, and provide “mobile friendly” or “mobile versions” of the Website accessible via various web browsers including but not limited to Internet Explorer, Edge, Mozilla, Safari, and Chrome;
- vii. eliminate and prevent any commercial advertising on the Website;
- viii. eliminate and prevent exposure to any known spyware, virus or malware affecting functionality or accessibility of the Website;

- ix. secure “https” certification and provide secure “cloud” hosting with fail-over back-up measures to ensure continued functionality and accessibility of the Website;
- x. provide data back-up and records retention measures as required by Florida law;
- xi. provide and/or allow display of a calendar, reservation request form, and newsletter, as applicable or necessary to the District;
- xii. provide a “dashboard” accessible to the District Manager or his or her designee which allows the District to upload and remove content, manage documents to be remediated by Contractor, and review ADA compliance reports generated by Contractor. However, Contractor shall ensure that the District does not have the ability to alter any other aspect of the Website which may negatively impact the functionality or accessibility of the Website;
- xiii. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards.

B. Maintenance. Starting October 1, 2019, Contractor shall provide on-going maintenance of the Website, to ensure continued compliance with WCAG. Specifically, Contractor shall:

- i. manage and maintain the Website;
- ii. remediate new documents, up to seven hundred fifty (750) pages per year; for any agenda packages, Contractor shall turn around the remediated version within two (2) business days; any updates or fixes needed to the agenda requiring remediation shall be remediated within 48 hours of the District Manager’s submission for such request.
- iii. remediate new documents identified by the District to accessible formats for assistive technologies. If certain documents are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in such document and provide contact information if anyone needs reasonable accommodations to access the full content within that document. For any agenda packages, including any updates thereto, Contractor shall turn around the remediated version within two (2) business days of the District Manager’s submission for such request.
- iv. provide assistive technical support via telephone and/or email, as reasonably needed, within regular business hours between 9 a.m. and 6 p.m., Monday through Friday, exclusive of federal holidays, which shall include but not be limited to assistance in converting newly added documents and upgrading to new ADA recommended standards, if any, and regularly corresponding with the District staff on such items as updates, changes and recommendations;
- v. store and retain all District content, including files, texts, parameters, documents, and other types of data by backing up the same in a separate storage system and regularly backing up new content as they are submitted and uploaded to the Website;
- vi. ensure that the Website is “live” and “on-line” at all times, unless a scheduled maintenance or upgrades

are required; for any scheduled maintenance or upgrades which would affect the functionality or accessibility of the Website for a prolonged time, Contractor shall provide reasonable advance notice to the District in writing, and post a disclaimer message on the Website during such maintenance or upgrade;

vii. perform monthly comprehensive technological, and human as needed, audits to ensure Website's compliance with WCAG standards or better and any applicable laws, rules and regulations applicable to the Website. After each audit, Contractor shall remediate any deficiencies identified during such audit and provide a written report to the District summarizing the audit and remediations made, if any;

viii. in the event that certain documents are not able to be fully remediated and accessible in accordance with ADA compliance standards, Contractor shall immediately notify the District of such documents and shall provide contact information for anyone who needs reasonable accommodation to access all or any portion of such content;

ix. continue to provide and update, as needed, those Services identified in Section 2(A)(iii), (v), (viii), (x), and (xii); and

x. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor's expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards

C. Additional Services. In the event that the District desires additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

i. providing a point of contact to respond to requests for Website accommodation;

ii. converting documents for a public records requests received by the District;

iii. providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

Section 3. Compensation. As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

A. Initial Website Remediation. For performance of the Services as provided in Section 2(A) of this Agreement, the District shall pay Contractor a one-time fee of \$2,325.00 [plus (\$0.98) per page remediated pursuant to Section 2(A)(ii)]. Contractor shall invoice the District upon substantial completion of the Services provided in Section 2(A).

B. Maintenance. For performance of the Services as provided in Section 2(B) of this Agreement, starting October 1, 2019 the District shall pay Contractor (\$1,515.00) per year, payable in one annual installment for Ongoing PDF Accessibility Compliance Service and Website Services. Parties understands and acknowledges that this includes (i) the annual fee for the domain name for the District's Website, which Contractor shall pay, at its sole expense, on behalf of the District; and (ii) document remediation pursuant to Section 2(B)(iii) of up to seven-hundred fifty (750) pages per year ("Annual Max Pages").

C. Additional Conversions. For remediating and converting any documents in excess of the Annual Max Pages included in the maintenance price, Contractor shall provide such services for an amount not to exceed Ninety-Eight Cents (\$0.98) per page. Contractor shall perform remediation and conversion of additional documents only upon receipt of written authorization of the District approving the same.

D. Invoices; Payment. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing the District to approve each cost, the time frame within which the Services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, *et al.*, *Florida Statutes*, the invoices shall be due and payable within forty-five (45) days of receipt by the District.

Section 4. Term and Termination.

A. Term. This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this Agreement.

B. Termination. The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall (i) be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination; (ii) be permitted to remove the Compliance Shield from the Website as of the effective date of the termination; (iii) provide the District, or its designee, all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the service; and (iv) if the Contractor used proprietary and/or licensed software to provide the Services herein to the District, then

Contractor shall coordinate with the District as to the terminated use of such software, including any migration of the Website that may be required pursuant to such termination.

Section 5. Representations, Warranties and Covenants. Contractor represents, warrants, and covenants that (a) the Services will conform to the requirements provided in Section 2 herein and Exhibit A; (b) the Services shall be performed by qualified personnel in a professional, prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and other website accessibility compliance standards, including but not limited to WCAG 2.1 Level AA and other federally recommended guidelines, as may be amended from time to time; and (c) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

Section 6. Intellectual Property.

A. Contractor Materials. Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively, "**Contractor Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing the Contractor Materials for the District's use, and without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.

B. The District Materials; Publicity and Trademarks. The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content (including all remediated content provided by the Contractor), under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to

address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or made available to the Contractor in connection with Contractor's Services (collectively, "District Materials") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, the District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, "**System**"), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable and accepted security policies for accessing the District's System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District's Website provider, create a back-up copy of all data that may be affected by Contractor's access to the System.

C. Right to Display Contractor's Compliance Shield / Accessibility Policy. Pursuant to this Agreement, the Contractor shall provide District a Compliance Shield and customized accessibility policy, which District shall display on its Websites and web applications. The District is expressly prohibited from using the Compliance Shield for any purpose not specifically authorized by this Agreement, and in no event may use such Compliance Shield for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

Section 7. Public Records. Contractor understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is _____ ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the

District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT () - , @ .COM, OR AT , FLORIDA .

Section 8. Indemnity.

A. Contractor agrees to indemnify and hold harmless the District and its officers, supervisors, staff, employees, successors, assigns, members, affiliates, attorneys or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, including but not limited to an ADA website related claim by a third-party, arising out of, wholly or in part by, Contractor's willfully reckless or willfully negligent act(s) or omission(s). Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

Section 9. Scrutinized Companies Statement. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

Section 10. General Provisions.

A. Conflicts. The terms of this Agreement and Exhibit A are intended to complement each other, and to the extent they conflict, the terms of Exhibit A shall control only to the extent that such provisions provide clarifications on Services and materials to be provided by Contractor pursuant to Exhibit A; in all other respects, the provisions of this Agreement shall control.

B. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

C. Independent Contractor. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

D. Dispute Resolution. Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "**Dispute**") through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten (10) business days, then the parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

E. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the

laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in the county of _____, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

F. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

G. Third-Party Beneficiaries. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

H. Default and Protection against Third-Party Interference. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

I. Notices. All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

If to Contractor:

Innersync Studio, Ltd.,
d/b/a Campus Suite
752 Dunwoodie Drive
Cincinnati, Ohio 45230

Attn: Steven Williams

If to District:

Summer Woods Community Development District

Attn: District Manager

With a copy to:

Hopping Green & Sams PA

119 South Monroe Street, Suite 300

Tallahassee, Florida 32301

Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

J. Entire Agreement. This Agreement, together with Exhibit A, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof.

K. Severability. 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.

L. Assignment. Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

M. Amendments. This Agreement may be amended or modified only by a written instrument duly executed by both parties.

N. Force Majeure. If either party is prevented from performing any of its obligations under this Agreement

due to any cause beyond the party's reasonable control, including, without limitations, an “act of God,” fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

O. Survival. In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties and Covenants), Section 6 (Intellectual Property), Section 7 (Public Records), Section 8 (Indemnity), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

P. Waiver. No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

Q. Counterparts. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

R. Arm's Length Transaction. This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In case of a Dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

S. Descriptive Headings. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

In witness whereof, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

ATTEST:Summer Woods COMMUNITY DEVELOPMENT DISTRICT

Secretary Chairperson, Board of Supervisors . _____
Date

Print name

WITNESS: INNERSYNC STUDIO, LTD., D/B/A CAMPUS SUITE, an Ohio limited liability company

Print Name: By: Steven Williams, (Title) . _____
Date

Exhibit A: Proposal for Services

Implementation	Quantity	Subtotal
Onboarding of ADA Compliant Website and Remediation of Historical Documents <ul style="list-style-type: none">• Migration website pages and present on a staged website for approval• Initial PDF Accessibility Compliance Service for 1500 pages of remediation	1	\$2,325.00
Ongoing services	Quantity	Subtotal
Website services <ul style="list-style-type: none">• Hosting, support and training for users• Website management tools to make updates• Secure certification (https)• Monthly site reporting, monitoring and error corrections	1	\$615.00
Ongoing PDF Accessibility Compliance Service <ul style="list-style-type: none">• Remediation of all PDFs stored on your website• Remediation of up to 750 PDF pages• Dashboard for reporting and managing all PDFs• 48-hour turnaround for fixes for board agendas• PDF manager dashboard	750*	\$937.50
Social Media Manager		Included

Summer Woods CDD

URL: <http://www.summerwoodscdd.org/> **Website Type:** Medium

Website Accessibility for People with Disabilities as per Nondiscrimination requirements of Title II of the American Disabilities Act (ADA) & WCAG

Date	Version#	Comments	Author
August 13, 2018	1.0	Updated "The Law, ADA and WCAG" section details	VB Joshi, Kristen T
January 10 th , 2019	2.0	Updated conversion and support costs based on discussed scope	VB Joshi
February 25, 2019	2.2	Updated fee-simple pricing and human audit seal	VB Joshi
March 21, 2019	2.3	Added quarterly audit as per insurance requirement	VB Joshi
March 28, 2019	2.4	Updated Annual Maintenance price for ADA support only	VB Joshi
May 7, 2019	2.5	Updated for CDD specific info after conversing with CDD Manager	VB Joshi
May 20, 2019	2.6	Added Human Audit Details	VB Joshi
June 9, 2019	2.7	Added Hosting and Backup to Maintenance	VB Joshi



Your website gets 2 Compliance Seals

VGlobalTech's Technical Compliance Seal & Human Audit Compliance Seal*

(* Human Audit Contract required)



VGlobalTech is the ADA, WCAG Compliance Expert, with over 100 ADA & WCAG compliant websites created (...and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal.

Visit <https://vglobaltech.com/website-compliance/> for details.

COPYRIGHT ©: This proposal and the contents within this document are solely created by VGlobalTech team for its customers and cannot be reproduced, copied, modified or distributed (including forwarding to other customers, competitors, web designers etc.) without the written consent of VGlobalTech. VGlobalTech company holds Intellectual Property details along with company software details that must not be shared with others without the written permission of the company. The proposal and software details are customized for the requesting customer and cannot be applied to any other customer / asset / solution. This document does not apply to a case if it is not exclusively sent to you by VGlobalTech upon request.

Any violations are punishable under the law and shall be prosecuted.

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1.0 The Law

Source: http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html

189.069 Special districts; required reporting of information; web-based public access. —

(1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.

(a) Each independent special district shall maintain a separate website.

(b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.

(2)(a) A special district shall post the following information, at a minimum, on the district's official website:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
7. A description of the boundaries or service area of, and the services provided by, the special district.
8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy

of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

9. The primary contact information for the special district for purposes of communication from the department.

10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.

11. The budget of the special district and any amendments thereto in accordance with s.189.016.

12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.

13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).

14. The public facilities report, if applicable.

15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).

16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.

(b) The department's website list of special districts in the state required under s. 189.061 shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection

2.0 ADA & WCAG Compliance – Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Many countries and international organizations require compliance with WCAG 2.0 and 2.1. The guidelines are categorized into three levels of compliance: A (must support), AA (should support), and AAA (may support). Representatives from the accessibility community around the world participate in the evolution of these guidelines.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>

Visit <http://vglobaltech.com/website-compliance/> for more details, do a website compliance check on your website and to download a PDF proposal.

2.1 Common Problems and Solutions in Website Accessibility?

2.1.1 Problem: Images Without Text Equivalents

Solution: Add a Text Equivalent to Every Image

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an “alt” tag for brief amounts of text or a “longdesc” tag for large amounts, to each image and graphic on your agency’s website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor’s picture, adding an “alt” tag with the words “Photograph of Mayor Jane Smith” provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a “longdesc” tag that includes a text equivalent description of each location shown on the map – e.g., “City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue.”

2.1.2 Problem: Documents Are Not Posted In an Accessible Format

Solution: Post Documents in a Text-Based Format

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

2.1.3 Problem: Specifying Colors and Font Sizes

Solution: Avoid Dictating Colors and Font Settings

Websites should be designed so they can be viewed with the color and font sizes set in users’ web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

Solution: Include Audio Descriptions and Captions

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

2.1.5 Web Content Accessibility Guidelines (WCAG)

Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

1. **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
 - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
2. **Operable** - User interface components and navigation must be operable.
 - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
3. **Understandable** - Information and the operation of user interface must be understandable.
 - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
 - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

If any of these are not true, users with disabilities will not be able to use the Web.

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.

Visit <https://vglobaltech.com/website-compliance/> for details of our compliance process and expertise in this area.

Please see References section for several resources on compliance.

3.0 Pricing

Website Complexity: **Medium Level Websites**

**VGlobalTech team shall complete the following critical tasks for client website.
All costs below are per website / CDD:**

3.1 Existing Website Remediation / New Website Build:

	Task
1.	Remediate existing website / Build new website from start for ADA and WCAG compliance requirements – ALL webpages on the website. Create accessibility document, code review, html updates, plugins / security updates required for ADA and WCAG compliance
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc.). Braille Readers, Other assistance technology compatibility
3.	ADA Standards application (as per Section 1 above). ADA.gov, Web Content Accessibility Guidelines (WCAG)
4.	PDF Documents conversion (to Text, HTML etc.) as needed for ADA Compliance / Reader Compliance (up to 2 years of documents shall be converted)
5.	Create a webpage showing websites ADA Compliance efforts
6.	Create customized footer with VGlobalTech's ADA Compliance Seal (valid for 1 year only)
7.	Web Design Total: \$4750/- (one time)

3.2 ADA Compliance Monthly Maintenance and Hosting

Maintenance contract starts after initial conversion is completed (Optional Maintenance – It is critical to maintain compliance as websites get updated):

The Annual Maintenance **DOES NOT** include the quarterly audits proposed in the previous section.

Maintenance contract is required to receive VGlobalTech's proprietary document conversion software (PDF to RTF) that allows you to easily convert documents or submit to VGlobalTech and get docs converted within less than 24 hrs.

	Task
1.	Assist with ADA Website Compliance tasks for current / new website on an ongoing basis – All new webpages and content that is put on the website – Customer must notify what updates are made (<i>content shall be uploaded by client, VGlobalTech shall provide feedback on the content ADA requirements – This is as per customers' request. Please contact VGlobalTech if a full maintenance, including content upload is required</i>)
2.	PDF Documents conversion (to Text, HTML etc) as needed (<i>new documents during the maintenance year only</i>) for ADA Compliance / Reader Compliance. VGlobalTech's proprietary batch conversion software is included as long as the contract is valid (big time saver that creates compliant documents that can be uploaded to the website). There is no limit on how many documents you can convert using VGlobalTech's software. If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs.
3.	Update footer with VGlobalTech's ADA Compliance Seal (extended for current year)
	Monthly Maintenance: (starts after initial compliance engagement quoted above is complete): \$1440 /- (annually – can be broken into equal monthly charges) *support beyond 8 hrs / month shall be billed at \$55 / hr separately **Annual maintenance can be broken up into smaller monthly bills.
4.	Website hosting and backups – Premium hosting, unlimited file space, bandwidth, fast website response, regular automated backups, SSL certificates for secure site access (https protocol), 99.9% website uptime: \$600 / year
	Total Maintenance and Hosting: \$2040 / year

3.3 Quarterly Technical and Human Audit

This audit is as per the Florida Insurance Alliance guidelines. Please check with your insurance agency for specific requirements. **Read more here:** https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf

VGlobalTech has partnered with a local agency for the visually impaired – LightHouse Works. LightHouse has developed a unique program for digital accessibility that is run by visually impaired personnel that are highly skilled in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>

Together we are now able to provide not one but two compliance seals for all our customers:

1. Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Content Accessibility Guidelines (WCAG), **Section 508** of the Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

2. Human Audit Seal:



LightHouse Works' visually impaired personnel shall actually test the website for compliance as per the section 508 and ADA requirements. The VGlobalTech technical team shall remediate any points discovered by LightHouse team and send the site for re-certification. Upon satisfactory completion LightHouse shall provide the Human Audit Seal that will be specific to the site and the VGlobalTech team shall put the seal on the site. This is an added layer of true Human Audit testing that provides full ADA compliance.

Cost for Technical and Human Audits:

\$1600 / Four Audits per Year

(paid as a onetime fee) (Seals renewed every quarter) (Audits are conducted by VGlobalTech and LightHouse Agency together)

This proposal includes following points, stipulations terms and conditions:

*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps **unless otherwise noted*

* email and phone communication

*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

4.0 Proposal Acceptance:

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech can proceed with the project. All payments shall be made according to this agreement.

Select Proper Option Below, Sign and Date, Return to contact@vglobaltech.com:

☐ **Option1: Website only**

Section 3.1: One time (website conversion and compliance cost):

☐ **Option2: Website and Monthly Maintenance w/ Hosting**

Section 3.1: One time (website conversion and compliance cost)

+

Section 3.2 ADA Compliance Monthly Maintenance and Hosting

☐ **Option3: Website and Quarterly Audits**

Section 3.1: One time (website conversion and compliance cost)

+

Section 3.3 Quarterly Technical and Human Audit Testing

☐ **Option4: Website, Monthly Maintenance w/ Hosting and Quarterly Audits**

Section 3.1: One time (website conversion and compliance cost)

+

Section 3.2 ADA Compliance Monthly Maintenance and Hosting

+

Section 3.3 Quarterly Technical and Human Audit Testing

Signatures:

For Customer

Date

VB Joshi

For VGlobalTech

Date

5.0 References:

ADA Best Practices Tool Kit for State and Local Governments:

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

U.S. Department of Justice, Civil Rights Division, *Disability Rights Section*

<https://www.ada.gov/websites2.htm>

Web design Standards: <https://www.w3schools.com/>

Web Content Accessibility Guidelines (WCAG) <https://www.w3.org/TR/WCAG21/>

VGlobalTech Web Content Accessibility Implementation and Checkpoints:

<http://vglobaltech.com/website-compliance/>



ACCREDITED
BUSINESS

BBB Rating: A+

[Click for Profile](#)

Tab 8

CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES

DATE: August 1, 2019

BETWEEN: **RIZZETTA TECHNOLOGY SERVICES, LLC.**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "**Consultant**")

AND: **SUMMER WOOD COMMUNITY DEVELOPMENT DISTRICT**
9530 Marketplace Road, Suite 206
Ft. Myers, Florida 33912

(Hereinafter referred to as "**District**," and together with Consultant, the "**Parties**.")

PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for technology services (hereinafter referred to as "**Contract**") is for the Consultant to provide professional technology services to the District pursuant to Chapter 189.069, Florida Statutes. A brief description of these services is provided below, and a detailed description is provided in **Exhibit A** to this Contract.

A. ONE-TIME SERVICES. The Consultant shall provide the following One-Time Services to the District pursuant to this Contract:

- i. **Website Development** - Consultant shall provide all required content to a third party responsible for design and implementation of a website for the District to comply with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet website. Details of the required content are shown in **Exhibit A**. Consultant shall secure and register a domain name in the District's name, which the domain shall be owned by the District, for purposes of establishing the website.

- ii. **E-mail Set-up** - Consultant shall establish and register a domain name in the District's name for purposes of setting up and creating individual e-mail addresses for supervisors, staff or employees as designated by the District. Said domain name shall be owned by the District.

B. STANDARD ON-GOING SERVICES. The Consultant shall provide the following Standard On-Going Services on a monthly basis to the District pursuant to this Contract:

- i. **Website Compliance and Management** - Consultant shall be responsible for ensuring District's on-going compliance with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet web site throughout the term of this Contract. Consultant shall maintain the domain for the District. Consultant will manage the website maintenance contract provider and ensure they are meeting the requirements of the contract with the District. Consultant will provide the website maintenance provider with documents and updated content as required in accordance with Chapter 189.0069 Florida Statutes.
- ii. **E-mail** - Consultant shall provide services including ongoing management of e-mail accounts, hosting and backup in compliance with all applicable laws, including public records law and public records retention.

II. ADDITIONAL SERVICES. In addition to the One-Time and Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above as well as any changes in the scope requested by the District, will be considered additional services. If any additional services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Consultant shall undertake the additional services after the District has issued its written approval of the description and fees for such services to the Consultant.

III. LITIGATION SUPPORT SERVICES. Upon the District's request, the Consultant shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Consultant shall undertake the litigation support services after the

District has issued its written approval of the description and fees for such services to the Consultant.

- IV. TERM.** The Consultant's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The Consultant may change the prices only with the District's written consent.

V. FEES AND EXPENSES; PAYMENT TERMS.

A. FEES AND EXPENSES.

- i. A schedule of fees for the services described in Sections I, II, and III of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the Consultant's compensation for services provided pursuant to this Contract, the District shall compensate the Consultant only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the Consultant will invoice the District for the Consultant's services in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved will be provided to the District at such time as those services are required. Payment shall be made by the District within thirty (30) days of receipt of a correctly submitted invoice.
- ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses.
- iii. In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

- iv. For the purposes of this Contract, an out-of-pocket expense is an expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage and copies.
- v. Fees for services to be billed on an hourly basis will be billed at the Consultant's current hourly rates at the time of the execution of this Contract, as set forth in **Exhibit B**. The hourly rate for the services may be amended from time to time pursuant to the amendment procedure in this Contract and in advance of such proposed change. Consultant's current hourly rates are shown in **Exhibit B** to this Contract. Any proposed change shall indicate the new hourly fee for such services.

B. PAYMENT TERMS.

- i. **One-Time Services.** One-Time Services will be billed at fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. **Standard On-Going Services.** Standard On-Going Services will be billed monthly at a fixed fee pursuant to the schedule shown in **Exhibit B**.
- iii. **Additional Services.** Additional Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit B**.
- iv. **Litigation Support Services.** Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit B**.
- v. **Out-of-Pocket expenses.** Out-of-Pocket expenses of the Consultant will be billed monthly as incurred.

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

- VI. **SUSPENSION OF SERVICES FOR NON-PAYMENT.** The Consultant shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Consultant's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by

the Prompt Payment Act, Section 218.70 Florida Statutes. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.

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

VIII. AMENDMENT. Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the Consultant.

IX. RESPONSIBILITIES.

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

B. LIMITATIONS OF RESPONSIBILITIES. To the extent not referenced herein, Consultant shall not be responsible for the acts or omissions of any other contractor, subcontractor, supplier, or of any other individual or entity performing services that are not under the control of the Consultant or its own employees, contractors, subcontractors, agents or related entities. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

X. TERMINATION. This Contract may be terminated as follows:

A. By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for "good cause" shall be affected by written notice to Consultant at the address noted herein.

B. By the Consultant for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be affected by written notice to District at the address noted herein.

- C.** By the Consultant or District, for any reason, upon provision of a minimum of sixty (60) days written notice of termination to the address noted herein.
- D.** Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any offsets that the District may have for services not performed. Consultant will make all reasonable effort to provide for an orderly transfer of the domain(s), e-mails, books and records of the District to the District or its designee. Upon termination, the District will continue to own the domain name, e-mail accounts and e-mail and website content.

XI. GENERAL TERMS AND CONDITIONS.

- A.** All invoices are due and payable within thirty (30) days of invoice date, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B.** In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C.** This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Manatee County, Florida.
- E.** In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- D.** The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Consultant.
- E.** The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- F.** Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

XII. INDEMNIFICATION.

A. DISTRICT INDEMNIFICATION. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence, reckless and/or willful misconduct of the Consultant or persons or entities within Consultants control and direction, the District agrees to indemnify and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District that relates to the subject matter of this Contract. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

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

B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS. Nothing herein shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

XIII. INSURANCE.

- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B.** The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
 - i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
 - iii.** Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
 - iv.** Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
 - v.** Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C.** Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D.** If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance, in which event the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

XIV. ASSIGNMENT. Except as provided in this section, neither the District nor the Consultant may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be

made by the Consultant or the District without the prior written approval of the other party is void.

- XV. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Consultant understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Contract, transfer to the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

- XVI. NOTICES.** All notices, requests, consents and other communications under this Contract ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District:	Summer Woods Community Development District 9530 Marketplace Road, Suite 206 Ft. Myers, Florida 33912 Attn: District Manager
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With a copy to:

Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300 (32301)
P.O. Box 6526
Tallahassee, FL 32314
Attn: District Counsel

If to the Consultant:

Rizzetta Technology Services, LLC.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Contract would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- XVII. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the Consultant and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Contract.
- XVIII. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XIX. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibit A**, shall constitute the final and complete expression of this Contract between the District and the Consultant relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibit A**, this instrument shall control.
- XX. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Consultant under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to

this Contract.

- XXI. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.
- XXII. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Consultant or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXIII. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- XXIV. COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES
SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT**

12

Therefore, the Consultant and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA TECHNOLOGY SERVICES, LLC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: Managing Member

DATE: _____

WITNESS: _____
Signature

Print Name

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTEST: _____
Secretary/Assistant Secretary
Board of Supervisors

Print Name

Exhibit A – Scope of Services
Exhibit B – Schedule of Fees

EXHIBIT A
Scope of Services

ONE-TIME SERVICES: The Consultant shall provide the following One-Time Services to the District pursuant to this Contract.

Website Development - Consultant shall provide all required content to a third party responsible for design and implementation of a website for the District to comply with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet website. Details of the required content are shown in **Exhibit A**. Consultant shall secure and register a domain name in the District's name, which the domain shall be owned by the District, for purposes of establishing the website.

E-mail Set-up - Consultant shall establish and register a domain name in the District's name for purposes of setting up and creating individual e-mail addresses for supervisors, staff or employees as designated by the District. Said domain name shall be owned by the District.

STANDARD ON-GOING SERVICES: The Consultant shall provide the following Standard On-Going Services to the District pursuant to this Contract:

1. **Website Compliance and Management** - Consultant shall be responsible for ensuring District's on-going compliance with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet web site throughout the term of this Contract. Consultant shall maintain the domain for the District. Consultant will manage the website maintenance contract provider and ensure they are meeting the requirements of the contract with the District. Consultant will provide the website maintenance provider with documents and updated content as required in accordance with Chapter 189.0069 Florida Statutes.
2. **E-mail** - Consultant shall provide services including ongoing management of e-mail accounts, hosting and backup in compliance with all applicable laws, including public records law and public records retention.

REQUIRED WEB SITE CONTENT: Pursuant to section 189.016 & 189.069, Florida Statutes, special district web sites will be required to include and make available the following information or documents, which requirements may be changed from time to time and which Consultant shall be responsible for ensuring District compliance associated therewith. Changes to the requirements may be subject to additional fees:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and

- appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
 5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
 6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
 7. A description of the boundaries or service area of, and the services provided by, the special district.
 8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.
 9. The primary contact information for the special district for purposes of communication from the department.
 10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
 11. The budget of the special district and any amendments thereto in accordance with s. 189.016.
 12. Tentative budgets must be posted at least two (2) days before the budget hearing and now remain on District websites for forty-five (45) days.
 13. Final adopted budgets must be posted within thirty (30) days after adoption and now remain on District websites for two (2) years.
 14. Budget amendments must be posted within five (5) days after adoption and now remain on District websites for two (2) years.
 15. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.
 16. A listing of its regularly scheduled public meetings as required by s. 189.015(1).
 17. The public facilities report, if applicable.
 18. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
 19. At least seven (7) days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least one (1) year after the event.

LITIGATION SUPPORT SERVICES: Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

EXHIBIT B
Schedule of Fees

One-Time Services will be billed at a fee pursuant to the following schedule:

Website Development:	Yes_____	No_____	\$ 750.00
Email Set-up:	Yes_____	No_____	\$ 500.00
Total One-Time Services:			\$_____

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

	MONTHLY
Website Compliance and Management:	\$ 100.00
Email (50 GB per user) at \$15.00 per month per account:	
Board Supervisor Account _____ X \$15.00	\$_____
Onsite Staff Account _____ X \$15.00	\$_____
Miscellaneous Account _____ X \$15.00	\$_____
Total Standard On-Going Services:	\$_____

ADDITIONAL AND LITIGATION SUPPORT SERVICES:

Additional and Litigation Support Services will be billed hourly pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Managing Partner	\$300.00
Chief Financial Officer	\$250.00
Director	\$225.00
Regional District Manager	\$200.00
Financial Services Manager	\$200.00
Accounting Manager	\$200.00
Regional Licensed Community Association Manager	\$200.00
Systems Administrator	\$200.00
District Manager	\$175.00
Licensed Community Association Manager	\$175.00
Amenity Services Manager	\$175.00
Manager, Field Services	\$175.00
Clubhouse Manager	\$175.00
Senior Field Services Manager	\$150.00
Senior Accountant	\$150.00
Field Services Manager	\$125.00
Community Association Coordinator	\$100.00
Financial Associate	\$100.00
Staff Accountant	\$100.00
Accounting Clerk	\$ 85.00
Administrative Assistant	\$ 85.00

Tab 9

FISCAL YEAR 2020 DEFICIT FUNDING AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into the 1st day of August, 2019, by and between:

Summer Woods Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Manatee County, Florida, and whose mailing address is c/o Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912 ("**District**"); and

VK Summerwoods LLC, a Delaware limited liability company, the owner and primary developer of lands within the boundaries of what is known as "Assessment Area One," and whose address is 701 S. Olive Avenue, Suite 104, West Palm Beach, Florida 33401 ("**Developer**").

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Manatee County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the Board of Supervisors ("**Board**") of the District has adopted the District's operations and maintenance budget ("**O&M Budget**") in the amount of **\$322,971** for the fiscal year ending September 30, 2020 ("**FY 2020**") and has levied special assessments ("**O&M Assessments**") in the amount of **\$77,350** on platted lots within Assessment Area One to fund a portion of the O&M Budget; and

WHEREAS, in connection with the adoption of the O&M Budget and the levy of the O&M Assessments, and in consideration for the District not levying additional O&M Assessments, the Developer has agreed to pay the O&M Assessments levied on its properties, and additionally to fund any portion ("**O&M Deficit**") of the O&M Budget needed by the District above and beyond the amount of the O&M Assessments actually levied;

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

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

2. **FUNDING OBLIGATION.** The Developer agrees to make available to the District any monies necessary to fund any O&M Deficit for FY 2020, within thirty (30) days of written request by the District. The funds shall be placed in the District's general checking account and used to fund the actual administrative and operations expenses of the District's O&M Budget. The Developer agrees to fund

any O&M Deficit for actual expenses of the District and up to the total amount of the O&M Budget; provided, however, that the Developer shall not be responsible for any O&M Deficit resulting from amendments to the O&M Budget, unless the Developer approves of such amendments. The Developer's payment of funds pursuant to this Agreement in no way affects Developer's obligation to pay O&M Assessments levied on lands it owns within the District.

To the extent permitted by law, and subject to completing any necessary lawful process, the District may elect in its sole discretion to levy and impose special assessments as part of the next annual budget cycle and thereby reimburse the Developer for any funds provided by the Developer pursuant to this Agreement. Any such reimbursement shall be made within 30 days after the District's receipt of the special assessment monies. In the event that the District does not elect as part of its next annual budget cycle to reimburse the Developer for any payments made hereunder, then the District shall not have any reimbursement obligation under this Agreement whatsoever.

3. **AMENDMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

4. **AUTHORITY.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

5. **ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other. Any purported assignment without such consent shall be void.

6. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

7. **ATTORNEY'S FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. **BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

9. **APPLICABLE LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any action

under this Agreement shall be in a state circuit court of competent jurisdiction in and for Manatee County, Florida.

10. **ARM'S LENGTH.** 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.

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

Attest:

**SUMMER WOODS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

VK SUMMERWOODS, LLC

Witness

By: _____
Its: _____

EXHIBIT A: O&M Budget with Assessment Schedule

Tab 10

RESOLUTION 2019-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2019-04 TO RE-SET THE DATE AND TIME OF THE PUBLIC HEARING ON THE PROPOSED BUDGET FOR FISCAL YEAR 2019/2020; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Summer Woods Community Development District ("District") is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, on May 21, 2019, at a duly noticed public meeting, the District's Board of Supervisors ("Board") adopted Resolution 2019-04, approving the proposed budget for Fiscal Year 2019/2020 and setting a public hearing on the proposed budget for August 1, 2019 at 9:30 a.m. at the Trevesta Clubhouse, 6210 Trevesta Place, Palmetto, Florida 34221; and

WHEREAS, to better accommodate the schedules of the Board Members, the District Manager rescheduled the date of the public hearing to August 20, 2019 at 9:30 a.m. at the Trevesta Clubhouse, 6210 Trevesta Place, Palmetto, Florida 34221, and the District Manager has caused the notice of the public hearing, with the new date to be published in a newspaper of general circulation in Manatee County, Florida, consistent with the requirements of Chapters 190 and 197, *Florida Statutes*; and

WHEREAS, the Board desires to ratify the District Manager's action in re-setting the public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. PUBLIC HEARING DATE, TIME AND LOCATION. The District Manager's actions in re-setting the public hearing are hereby ratified. Resolution 2019-04 is hereby amended to reflect that the public hearing as declared in Resolution 2019-04 is reset to:

August 20, 2019
9:30 a.m.
Trevesta Clubhouse
6210 Trevesta Place
Palmetto, Florida 34221

The District Manager shall send a copy of this Resolution to Manatee County upon adoption.

SECTION 2. RESOLUTION 2019-04 OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Resolution 2019-04 continue in full force and effect.

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

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and adoption by the Board.

PASSED AND ADOPTED this 20th day of August, 2019.

ATTEST:

**SUMMER WOODS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By:_____

Its:_____

Tab 11



Rizzetta & Company

Summer Woods Community Development District

www.summerwoodscdd.org

Approved Proposed Budget for Fiscal Year 2019/2020

Presented by: Rizzetta & Company, Inc.

9530 Marketplace Road
Suite 206
Fort Myers, Florida 33912
Phone: 239-936-0913

rizzetta.com

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GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.



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Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These service include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.



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Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

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

EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.



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Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Street Lights: The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.



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General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.



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Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.



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Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.



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RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.



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DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.



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Approved Proposed Budget
Summer Woods Community Development District
General Fund
Fiscal Year 2019/2020

	Chart of Accounts Classification	Actual YTD through 05/31/19	Projected Annual Totals 2018/2019	Annual Budget for 2018/2019	Projected Budget variance for 2018/2019	Budget for 2019/2020	Budget Increase (Decrease) vs 2018/2019	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5	Tax Roll*		\$ 228,491		\$ 228,491	\$ 77,350	\$ 77,350	91 Platted Lots @ \$ 850.00.
6	Off Roll*	\$ 78,200	\$ 123,325	\$ 78,200	\$ 45,125	\$ -	\$ (78,200)	
7	Contributions & Donations from Private Sources							
8	Developer Contributions	\$ 4,436	\$ 6,654	\$ 138,091	\$ (131,437)	\$ 245,621	\$ 107,530	
9								
10	TOTAL REVENUES	\$ 82,636	\$ 358,470	\$ 216,291	\$ 142,179	\$ 322,971	\$ 106,680	
11								
12	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13								
14	TOTAL REVENUES AND BALANCE FORWARD	\$ 82,636	\$ 358,470	\$ 216,291	\$ 142,179	\$ 322,971	\$ 106,680	
15								
16	<i>*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.</i>							
17								
18	EXPENDITURES - ADMINISTRATIVE							
19								
20	Financial & Administrative							
21	Administrative Services	\$ 3,000	\$ 4,500	\$ 4,500	\$ -	\$ 4,500	\$ -	No increase for FY 2019-2020
22	District Management	\$ 13,400	\$ 20,100	\$ 20,100	\$ -	\$ 20,100	\$ -	No increase for FY 2019-2020
23	Accounting Services	\$ 12,000	\$ 18,000	\$ 18,000	\$ -	\$ 18,000	\$ -	
24	Auditing Services	\$ 546		\$ 4,200	\$ 4,200	\$ 4,200	\$ -	
25	District Engineer	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	
26	Disclosure Report							As per Dissemination Services Agreement
27	Trustees Fees	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	
28	Assessment Roll	\$ 7,000	\$ 7,000	\$ 7,000	\$ -	\$ 7,000	\$ -	
29	Arbitrage Rebate Calculation	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	
30	Financial and Revenue Collections	\$ 450	\$ 450	\$ 650	\$ 200	\$ 450	\$ (200)	
31	Public Officials Liability Insurance	\$ 2,400	\$ 2,400	\$ 3,600	\$ 1,200	\$ 3,600	\$ -	
32	Legal Advertising	\$ 2,250	\$ 3,375	\$ 3,000	\$ (375)	\$ 2,475	\$ (525)	As per Egis' estimate
33	Dues, Licenses & Fees	\$ 251	\$ 377	\$ 4,000	\$ 3,624	\$ 3,500	\$ (500)	
34	Website Hosting, Maintenance, Backup (and Email)	\$ 175	\$ 263	\$ 175	\$ (88)	\$ 175	\$ -	
35	Legal Counsel	\$ 800	\$ 1,200	\$ 2,700	\$ 1,500	\$ 7,100	\$ 4,400	plus ADA Compliance Costs \$ 5900
36	District Counsel				\$ -		\$ -	
37	Underwriter Counsel	\$ 12,354	\$ 18,531	\$ 20,000	\$ 1,469	\$ 20,000	\$ -	
38								
39	Administrative Subtotal	\$ 59,626	\$ 62,664	\$ 102,925	\$ 20,261	\$ 106,100	\$ 3,175	
40								
41	EXPENDITURES - FIELD OPERATIONS							
42								
43	Electric Utility Services							
44	Utility Services - Amenity Center	\$ 49	\$ 74	\$ 2,860	\$ 2,787	\$ 11,637	\$ 8,777	Based on projected annualized expenses
45	Utility Services - Street Lights	\$ 45	\$ 68	\$ 4,000	\$ 3,933	\$ 2,667	\$ (1,333)	
46	Water-Sewer Combination Services							
47	Utility - Irrigation	\$ -	\$ -	\$ 14,400	\$ 14,400	\$ 14,400	\$ -	Based on projected annualized expenses
48	Utility - Amenity Center Incl Compactor	\$ -	\$ -	\$ 842	\$ 842	\$ 3,467		
49	Stormwater Control							
50	Aquatic Maintenance	\$ -	\$ -	\$ 4,548	\$ 4,548	\$ 7,236	\$ 2,688	As per est.
51	Wetland Maintenance/Exotic Nuisance Removal	\$ -	\$ -	\$ 3,252	\$ 3,252	\$ 6,276	\$ 3,024	As per est.
52	Other Physical Environment				\$ -	\$ 2,370	\$ 2,370	
53	Landscape Maintenance	\$ 8,632	\$ -	\$ 60,000	\$ -	\$ 118,120	\$ 58,120	
54	Irrigation Maintenance	\$ -	\$ 2,750	\$ 14,400	\$ 11,650	\$ 14,000	\$ 5,000	
55	Plant Replacement	\$ -	\$ 5,328	\$ -	\$ (5,328)	\$ 5,000	\$ 775	
56	General Liability Insurance	\$ 2,750	\$ 2,750	\$ 2,250	\$ (500)	\$ 3,025	\$ 775	
57	Property Insurance	\$ -	\$ -	\$ 3,927	\$ 3,927	\$ 5,594	\$ 1,667	
58	Pool Maintenance	\$ -	\$ -	\$ 1,697	\$ 1,697	\$ 8,320	\$ 6,623	
59	Amenity Center Maintenance							Cleaning contract services \$ 595.00 per month. Additional funds budgeted for pressure cleaning and additional maintenance for the amenity center.
60	Contingency	\$ -	\$ -	\$ 1,190	\$ 1,190	\$ 4,760	\$ 3,570	
61	Miscellaneous Contingency		\$ -		\$ -	\$ 10,000	\$ 10,000	
62								
63	Field Operations Subtotal	\$ 11,476	\$ 10,969	\$ 113,366	\$ 42,397	\$ 216,871	\$ 101,280	
64								
65	Contingency for County TRIM Notice							
66								
67	TOTAL EXPENDITURES	\$ 71,102	\$ 73,633	\$ 216,291	\$ 62,658	\$ 322,971	\$ 106,680	
68								
69	EXCESS OF REVENUES OVER EXPENDITURES	\$ 11,534	\$ 284,837	\$ 0	\$ 79,521	\$ -	\$ (0)	

Budget Template
Summer Woods Community Development District
Debt Service
Fiscal Year 2019/2020

Chart of Accounts Classification	Series 2018A-1 (AA1)	Series 2018A-2 (AA1)	Budget for 2019/2020
REVENUES			
Special Assessments			
Net Special Assessments	\$242,399.63	\$116,385.88	\$358,785.51
TOTAL REVENUES	\$242,399.63	\$116,385.88	\$358,785.51
EXPENDITURES			
Administrative			
Financial & Administrative			
Debt Service Obligation	\$242,399.63	\$116,385.88	\$358,785.51
Administrative Subtotal	\$242,399.63	\$116,385.88	\$358,785.51
TOTAL EXPENDITURES	\$242,399.63	\$116,385.88	\$358,785.51
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00	\$0.00

Manatee County Collecction Costs (3%) and Early Payment Discounts (4%):

7.0%

Gross assessments

\$376,694.76

Notes:

1. Tax Roll Collection Costs (3%) and Early Payment Discounts (4%) are a total 7.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2019/2020 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2019/2020 O&M Budget		\$77,350.00
Collection Cost @	3%	\$2,495.16
Early Payment Discount @	4%	\$3,326.88
2019/2020 Total:		\$83,172.04

2018/2019 O&M Budget	\$78,200.00
2019/2020 O&M Budget	\$77,350.00

Total Difference:	<u><u>-\$850.00</u></u>
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	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2018/2019 ⁽¹⁾	2019/2020	\$	%
Debt Service - SF 40' (Phase 1A/1B)	\$1,073.88	\$1,655.95	\$582.07	54.20%
Operations/Maintenance - SF 40' (Phase 1A/1B)	\$913.98	\$913.98	\$0.00	0.00%
Total	\$1,987.86	\$2,569.93	\$582.07	29.28%
Debt Service - SF 40' gated (Phase 1A/1B)	\$1,181.27	\$1,735.62	\$554.35	46.93%
Operations/Maintenance - SF 40' gated (Phase 1A/1B)	\$913.98	\$913.98	\$0.00	0.00%
Total	\$2,095.25	\$2,649.60	\$554.35	26.46%
Debt Service - SF 50' (Phase 1A/1B)	\$1,181.27	\$1,957.36	\$776.09	65.70%
Operations/Maintenance - SF 50' (Phase 1A/1B)	\$913.98	\$913.98	\$0.00	0.00%
Total	\$2,095.25	\$2,871.34	\$776.09	37.04%
Debt Service - SF 40' (Unplatted)	\$1,073.88	\$1,655.95	\$582.07	54.20%
Operations/Maintenance - SF 40' (Unplatted)	\$0.00	\$0.00	\$0.00	0.00%
Total	\$1,073.88	\$1,655.95	\$582.07	54.20%
Debt Service - SF 40' gated (Unplatted)	\$1,181.27	\$1,735.62	\$554.35	46.93%
Operations/Maintenance - 40' gated (Unplatted)	\$0.00	\$0.00	\$0.00	0.00%
Total	\$1,181.27	\$1,735.62	\$554.35	46.93%
Debt Service - SF 50' (Unplatted)	\$1,181.27	\$1,957.36	\$776.09	65.70%
Operations/Maintenance - SF 50' (Unplatted)	\$0.00	\$0.00	\$0.00	0.00%
Total	\$1,181.27	\$1,957.36	\$776.09	65.70%
Debt Service - SF 40' (Future Assessment Areas)	\$0.00	\$0.00	\$0.00	0.00%
Operations/Maintenance - SF 50' (Future Assessment Areas)	\$0.00	\$0.00	\$0.00	0.00%
Total	\$0.00	\$0.00	\$0.00	0.00%
Debt Service - SF 40' (Future Assessment Areas)	\$0.00	\$0.00	\$0.00	0.00%
Operations/Maintenance - SF 50' (Future Assessment Areas)	\$0.00	\$0.00	\$0.00	0.00%
Total	\$0.00	\$0.00	\$0.00	0.00%

⁽¹⁾ FY 19-20 Assessments reflect Collection Costs (3%) & Early Payment Discount (4%) as it appears on the Manatee County Tax bill. Direct Billed Lots exclude Collection Costs and Early Payment Discount.

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2019-2020 DEBT SERVICE AND O&M ASSESSMENT SCHEDULE

ALLOCATION OF O&M ASSESSMENT

UNITS ASSESSED			ALLOCATION OF O&M ASSESSMENT				PER UNIT ASSESSMENTS			
			TOTAL O&M BUDGET \$77,350.00 COLLECTION COSTS & EPD @ 3.0% \$2,495.16 EARLY PAYMENT DISCOUNT @ 4.0% \$3,326.88 TOTAL O&M ASSESSMENT \$83,172.04							
LOT SIZE	O&M	SERIES 2018A-1 (AA1)	TOTAL	% TOTAL	ADMIN	ADMIN	O&M ^{(2) (3)}	SERIES 2018A-1 (AA1)	2018A-2 DEBT (AA1)	TOTAL ⁽⁵⁾
Platted Parcels - Phase 1A/1B		DEBT SERVICE ⁽¹⁾	EAUs	EAUs	PER PARCEL	PER LOT		DEBT SERVICE ⁽⁴⁾	DEBT SERVICE	
Assessment Area One										
Single Family 40'	22	22	22.00	24.18%	\$20,107.53	\$913.98	\$913.98	\$1,073.88	\$582.07	\$2,569.93
Single Family 40' gated	40	40	40.00	43.96%	\$36,559.14	\$913.98	\$913.98	\$1,181.27	\$554.35	\$2,649.60
Single Family 50'	29	29	29.00	31.87%	\$26,505.38	\$913.98	\$913.98	\$1,181.27	\$776.09	\$2,871.34
Total Platted	91	91	91.00	100.00%	\$83,172.04					
Unplatted Parcels										
Assessment Area One										
Single Family 40'	18	18	0.00	0.00%	\$0.00	\$0.00	\$0.00	\$1,073.88	\$582.07	\$1,655.95
Single Family 40' gated	103	103	0.00	0.00%	\$0.00	\$0.00	\$0.00	\$1,181.27	\$554.35	\$1,735.62
Single Family 50'	12	12	0.00	0.00%	\$0.00	\$0.00	\$0.00	\$1,181.27	\$776.09	\$1,957.36
Future Assessment Areas										
Single Family 40'	167	0	0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 50'	171	0	0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Unplatted	471	133	0.00	0.00%	\$0.00					
Total Planned	562	224	91.00	100.00%	\$83,172.04					
LESS: Manatee County Collection Costs (3%) and Early Payment Discounts (4%):					(\$5,822.04)					
Net Revenue to be Collected					\$77,350.00					

⁽¹⁾ Reflects the number of total lots with Series 2018A-1 (AA1) debt outstanding.

⁽²⁾ Net Assessment, exclusive of collection costs and early payment discounts, for Platted Phase 1A /1B lots is \$850.00 / lot.

⁽³⁾ Administrative expenses, and any operational expenses above the levied gross assessment of \$924.02 per platted unit, will be funded via a Developer Funding Agreement. The proposed operational assessment is based on an assumption of 91 platted units, but such assumption is subject to change, and the final assessments will be based on the number of platted units existing at the time of submission of the assessment roll to the Manatee County Tax Collector.

⁽⁴⁾ Annual debt service assessment per lot adopted in connection with the Series 2018A-1 (AA1) bond issue. Annual assessment includes principal, interest, Manatee County collection costs and early payment discounts.

⁽⁵⁾ The annual debt service assessment per lot adopted in connection with the Series 2018A-2 (AA1) bond issue are expected to be directly collected by the District; therefore, these amounts do not include Pasco County collection costs or early payment discounts.

Tab 12

RESOLUTION 2019-06

THE ANNUAL APPROPRIATION RESOLUTION OF THE SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2019, submitted to the Board of Supervisors ("**Board**") of the Summer Woods Community Development District ("**District**") proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("**Fiscal Year 2019/2020**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

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

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget

may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Summer Woods Community Development District for the Fiscal Year Ending September 30, 2020."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2019/2020, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND – SERIES 2019A-1	\$ _____
DEBT SERVICE FUND – SERIES 2019A-2	\$ _____
TOTAL ALL FUNDS	\$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2019/2020 or within 60 days following the end of the Fiscal Year 2019/2020 may amend its Adopted Budget for that fiscal year as follows:

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

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

Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

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

PASSED AND ADOPTED THIS 20th DAY OF AUGUST, 2019.

ATTEST:

**SUMMER WOODS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By:_____

Its:_____

Exhibit A: Fiscal Year 2019/2020 Budget

Exhibit A

Fiscal Year 2019/2020 Budget

Tab 13

RESOLUTION 2019-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2019/2020; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District is located in Manatee County, Florida ("**County**"); and

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

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("**Fiscal Year 2019/2020**"), attached hereto as **Exhibit "A,"** and

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

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

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

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget, but only on the lands identified as "**Assessment Area One**;" and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2019/2020; and

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

WHEREAS, it is in the best interests of the District to adopt the assessment roll ("**Assessment Roll**") attached to this Resolution as **Exhibit "B,"** and to certify the portion of the Assessment Roll related to certain developed property ("**Tax Roll Property**") to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property ("**Direct Collect Property**"), all as set forth in **Exhibit "B;"** and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT:

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

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within Assessment Area One and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits "A" and "B."**
- B. **Direct Bill Assessments.** The previously levied debt service special assessments imposed on the Direct Collect Property, as well as debt service special assessments imposed on any property for the Series 2019A-2, Special Assessment Revenue Bonds, shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits "A" and "B."** Debt service special assessments directly collected by the District are due in full on December 1, 2019; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 40% (Series 2019A-1) due no later than April 15, 2020, and 60% (Series 2019A-1) and 100% (Series 2019A-2) due no later than October 15, 2020. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2019/2020, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be

enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

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

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

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

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

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

PASSED AND ADOPTED this 20th day of August, 2019.

ATTEST:

**SUMMER WOODS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

Exhibit A

Budget

Exhibit B

Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

Uniform Method

**SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
2019 ASSESSMENT ROLL (UNIFORM METHOD)**

PARCEL ID	LEGAL DESC	OWNER NAME1	LU	SERIES 2018A-1 DEBT SERVICE	O&M	TOTAL
401604709	TRACT A (PRIVATE ROAD), SUMMERWOODS PH IA	VK SUMMERWOODS LLC	0	\$0.00	\$0.00	\$0.00
401604759	TRACT B-1 (ROADWAY BUFFER), SUMMERWOODS	SUMMER WOODS COMMUNITY D	0	\$0.00	\$0.00	\$0.00
401604809	TRACT B-2 (ROADWAY BUFFER), SUMMERWOODS	SUMMER WOODS COMMUNITY D	0	\$0.00	\$0.00	\$0.00
401604859	TRACT B-3 (ROADWAY BUFFER), SUMMERWOODS	SUMMER WOODS COMMUNITY D	0	\$0.00	\$0.00	\$0.00
401604909	TRACT C-1 (COMMON AREA), SUMMERWOODS PH	SUMMER WOODS COMMUNITY D	0	\$0.00	\$0.00	\$0.00
401604959	TRACT C-2 (COMMON AREA), SUMMERWOODS PH	SUMMER WOODS COMMUNITY D	0	\$0.00	\$0.00	\$0.00
401605009	TRACT C-3 (COMMON AREA), SUMMERWOODS PH	SUMMER WOODS COMMUNITY D	0	\$0.00	\$0.00	\$0.00
401605059	TRACT D-1 (DRAINAGE AREA), SUMMERWOODS P	SUMMER WOODS COMMUNITY D	0	\$0.00	\$0.00	\$0.00
401605109	TRACT D-2 (DRAINAGE AREA), SUMMERWOODS P	SUMMER WOODS COMMUNITY D	0	\$0.00	\$0.00	\$0.00
401605159	TRACT D-3 (DRAINAGE AREA), SUMMERWOODS P	SUMMER WOODS COMMUNITY D	0	\$0.00	\$0.00	\$0.00
401605209	TRACT D-4 (DRAINAGE AREA), SUMMERWOODS P	SUMMER WOODS COMMUNITY D	0	\$0.00	\$0.00	\$0.00
401605659	TRACT R (RECREATION AREA), SUMMERWOODS P	VK SUMMERWOODS LLC	0	\$0.00	\$0.00	\$0.00
401605709	TRACT UP-1 (UPLAND PRESERVE AREA), SUMMER	SUMMER WOODS COMMUNITY D	0	\$0.00	\$0.00	\$0.00
401605759	TRACT UP-2 (UPLAND PRESERVE AREA), SUMMER	SUMMER WOODS COMMUNITY D	0	\$0.00	\$0.00	\$0.00
401605809	TRACT W-B (WETLAND AREA), SUMMERWOODS P	SUMMER WOODS COMMUNITY D	0	\$0.00	\$0.00	\$0.00
401605859	TRACT W-C (WETLAND AREA), SUMMERWOODS P	SUMMER WOODS COMMUNITY D	0	\$0.00	\$0.00	\$0.00
401605909	TRACT W-D (WETLAND AREA), SUMMERWOODS P	SUMMER WOODS COMMUNITY D	0	\$0.00	\$0.00	\$0.00
401605959	TRACT Z (LIFT STATION), SUMMERWOODS PH IA	VK SUMMERWOODS LLC	0	\$0.00	\$0.00	\$0.00
651800109	A PARCEL OF LAND LYING IN SEC 24, TWN 33S. RN	VK SUMMERWOODS LLC	0	\$0.00	\$0.00	\$0.00
651800159	A PARCEL OF LAND LYING IN SEC 24, TWN 33S. RN	VK SUMMERWOODS LLC	0	\$0.00	\$0.00	\$0.00
401600309	LOT 365, SUMMERWOODS PH IA PI #4016.0030/9	VK SUMMERWOODS LLC	40'	\$1,073.88	\$913.98	\$1,987.86
401601609	LOT 391, SUMMERWOODS PH IA PI #4016.0160/9	VK SUMMERWOODS LLC	40'	\$1,073.88	\$913.98	\$1,987.86
401601709	LOT 393, SUMMERWOODS PH IA PI #4016.0170/9	VK SUMMERWOODS LLC	40'	\$1,073.88	\$913.98	\$1,987.86
401601759	LOT 394, SUMMERWOODS PH IA PI #4016.0175/9	VK SUMMERWOODS LLC	40'	\$1,073.88	\$913.98	\$1,987.86
401601809	LOT 395, SUMMERWOODS PH IA PI #4016.0180/9	VK SUMMERWOODS LLC	40'	\$1,073.88	\$913.98	\$1,987.86
401601909	LOT 397, SUMMERWOODS PH IA PI #4016.0190/9	VK SUMMERWOODS LLC	40'	\$1,073.88	\$913.98	\$1,987.86
401601959	LOT 398, SUMMERWOODS PH IA PI #4016.0195/9	VK SUMMERWOODS LLC	40'	\$1,073.88	\$913.98	\$1,987.86
401602109	LOT 401, SUMMERWOODS PH IA PI #4016.0210/9	VK SUMMERWOODS LLC	40'	\$1,073.88	\$913.98	\$1,987.86
401602259	LOT 404, SUMMERWOODS PH IA PI #4016.0225/9	VK SUMMERWOODS LLC	40'	\$1,073.88	\$913.98	\$1,987.86
401602309	LOT 405, SUMMERWOODS PH IA PI #4016.0230/9	VK SUMMERWOODS LLC	40'	\$1,073.88	\$913.98	\$1,987.86
401602359	LOT 406, SUMMERWOODS PH IA PI #4016.0235/9	VK SUMMERWOODS LLC	40'	\$1,073.88	\$913.98	\$1,987.86
401602409	LOT 409, SUMMERWOODS PH IA PI #4016.0240/9	VK SUMMERWOODS LLC	40'	\$1,073.88	\$913.98	\$1,987.86
401604509	LOT 563, SUMMERWOODS PH IA PI #4016.0450/9	VK SUMMERWOODS LLC	40'	\$1,073.88	\$913.98	\$1,987.86
401604559	LOT 564, SUMMERWOODS PH IA PI #4016.0455/9	VK SUMMERWOODS LLC	40'	\$1,073.88	\$913.98	\$1,987.86
401602459	LOT 435, SUMMERWOODS PH IA PI #4016.0245/9	VK SUMMERWOODS LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401602509	LOT 436, SUMMERWOODS PH IA PI #4016.0250/9	M/I HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401602559	LOT 437, SUMMERWOODS PH IA PI #4016.0255/9	MI HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401602609	LOT 438, SUMMERWOODS PH IA PI #4016.0260/9	MI HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401602659	LOT 439, SUMMERWOODS PH IA PI #4016.0265/9	MI HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401602709	LOT 440, SUMMERWOODS PH IA PI #4016.0270/9	MI HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401602759	LOT 454, SUMMERWOODS PH IA PI #4016.0275/9	M/I HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401602809	LOT 455, SUMMERWOODS PH IA PI #4016.0280/9	M/I HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401602859	LOT 456, SUMMERWOODS PH IA PI #4016.0285/9	M/I HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401602909	LOT 457, SUMMERWOODS PH IA PI #4016.0290/9	M/I HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401602959	LOT 507, SUMMERWOODS PH IA PI #4016.0295/9	VK SUMMERWOODS LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401603009	LOT 508, SUMMERWOODS PH IA PI #4016.0300/9	VK SUMMERWOODS LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25

**SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
2019 ASSESSMENT ROLL (UNIFORM METHOD)**

PARCEL ID	LEGAL DESC	OWNER NAME1	LU	SERIES 2018A-1 DEBT SERVICE	O&M	TOTAL
401603059	LOT 509, SUMMERWOODS PH IA PI #4016.0305/9	VK SUMMERWOODS LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401603109	LOT 510, SUMMERWOODS PH IA PI #4016.0310/9	VK SUMMERWOODS LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401603159	LOT 511, SUMMERWOODS PH IA PI #4016.0315/9	VK SUMMERWOODS LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401603209	LOT 512, SUMMERWOODS PH IA PI #4016.0320/9	VK SUMMERWOODS LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401603259	LOT 513, SUMMERWOODS PH IA PI #4016.0325/9	VK SUMMERWOODS LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401603309	LOT 514, SUMMERWOODS PH IA PI #4016.0330/9	MI HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401603359	LOT 515, SUMMERWOODS PH IA PI #4016.0335/9	MI HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401603409	LOT 516, SUMMERWOODS PH IA PI #4016.0340/9	MI HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401603459	LOT 517, SUMMERWOODS PH IA PI #4016.0345/9	MI HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401603509	LOT 518, SUMMERWOODS PH IA PI #4016.0350/9	MI HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401603559	LOT 519, SUMMERWOODS PH IA PI #4016.0355/9	MI HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401603609	LOT 520, SUMMERWOODS PH IA PI #4016.0360/9	MI HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401603659	LOT 521, SUMMERWOODS PH IA PI #4016.0365/9	MI HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401603709	LOT 522, SUMMERWOODS PH IA PI #4016.0370/9	MI HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401603759	LOT 523, SUMMERWOODS PH IA PI #4016.0375/9	MI HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401603809	LOT 524, SUMMERWOODS PH IA PI #4016.0380/9	MI HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401603859	LOT 525, SUMMERWOODS PH IA PI #4016.0385/9	MI HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401603909	LOT 526, SUMMERWOODS PH IA PI #4016.0390/9	MI HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401603959	LOT 527, SUMMERWOODS PH IA PI #4016.0395/9	MI HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401604009	LOT 528, SUMMERWOODS PH IA PI #4016.0400/9	MI HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401604059	LOT 529, SUMMERWOODS PH IA PI #4016.0405/9	MI HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401604109	LOT 530, SUMMERWOODS PH IA PI #4016.0410/9	MI HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401604159	LOT 531, SUMMERWOODS PH IA PI #4016.0415/9	MI HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401604209	LOT 532, SUMMERWOODS PH IA PI #4016.0420/9	MI HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401604259	LOT 533, SUMMERWOODS PH IA PI #4016.0425/9	MI HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401604309	LOT 534, SUMMERWOODS PH IA PI #4016.0430/9	MI HOMES OF SARASOTA LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401604359	LOT 535, SUMMERWOODS PH IA PI #4016.0435/9	VK SUMMERWOODS LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401604409	LOT 536, SUMMERWOODS PH IA PI #4016.0440/9	VK SUMMERWOODS LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401604459	LOT 537, SUMMERWOODS PH IA PI #4016.0445/9	VK SUMMERWOODS LLC	40' gated	\$1,181.27	\$913.98	\$2,095.25
401600159	LOT 323, SUMMERWOODS PH IA PI #4016.0015/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401600209	LOT 324, SUMMERWOODS PH IA PI #4016.0020/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401600259	LOT 325, SUMMERWOODS PH IA PI #4016.0025/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401600359	LOT 366, SUMMERWOODS PH IA PI #4016.0035/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401600409	LOT 367, SUMMERWOODS PH IA PI #4016.0040/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401600459	LOT 368, SUMMERWOODS PH IA PI #4016.0045/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401600509	LOT 369, SUMMERWOODS PH IA PI #4016.0050/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401600559	LOT 370, SUMMERWOODS PH IA PI #4016.0055/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401600609	LOT 371, SUMMERWOODS PH IA PI #4016.0060/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401600659	LOT 372, SUMMERWOODS PH IA PI #4016.0065/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401600709	LOT 373, SUMMERWOODS PH IA PI #4016.0070/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401600759	LOT 374, SUMMERWOODS PH IA PI #4016.0075/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401600809	LOT 375, SUMMERWOODS PH IA PI #4016.0080/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401600859	LOT 376, SUMMERWOODS PH IA PI #4016.0085/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401600909	LOT 377, SUMMERWOODS PH IA PI #4016.0090/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401600959	LOT 378, SUMMERWOODS PH IA PI #4016.0095/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401601009	LOT 379, SUMMERWOODS PH IA PI #4016.0100/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25

**SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
2019 ASSESSMENT ROLL (UNIFORM METHOD)**

PARCEL ID	LEGAL DESC	OWNER NAME1	LU	SERIES 2018A-1 DEBT SERVICE	O&M	TOTAL
401601059	LOT 380, SUMMERWOODS PH IA PI #4016.0105/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401601109	LOT 381, SUMMERWOODS PH IA PI #4016.0110/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401601159	LOT 382, SUMMERWOODS PH IA PI #4016.0115/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401601209	LOT 383, SUMMERWOODS PH IA PI #4016.0120/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401601259	LOT 384, SUMMERWOODS PH IA PI #4016.0125/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401601309	LOT 385, SUMMERWOODS PH IA PI #4016.0130/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401601359	LOT 386, SUMMERWOODS PH IA PI #4016.0135/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401601409	LOT 387, SUMMERWOODS PH IA PI #4016.0140/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401601459	LOT 388, SUMMERWOODS PH IA PI #4016.0145/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401601509	LOT 389, SUMMERWOODS PH IA PI #4016.0150/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401604609	LOT 565, SUMMERWOODS PH IA PI #4016.0460/9	NVR INC	50'	\$1,181.27	\$913.98	\$2,095.25
401604659	LOT 566, SUMMERWOODS PH IA PI #4016.0465/9	VK SUMMERWOODS LLC	50'	\$1,181.27	\$913.98	\$2,095.25
401605259	TRACT F-2 (FUTURE DEVELOPMENT), SUMMERWOODS	VK SUMMERWOODS LLC	Unplatted	\$0.00	\$0.00	\$0.00
401605309	TRACT F-IB-1 (FUTURE DEVELOPMENT), SUMMERWOODS	VK SUMMERWOODS LLC	Unplatted	\$0.00	\$0.00	\$0.00
401605359	TRACT F-IB-2 (FUTURE DEVELOPMENT), SUMMERWOODS	VK SUMMERWOODS LLC	Unplatted	\$0.00	\$0.00	\$0.00
401605409	TRACT F-IB-3 (FUTURE DEVELOPMENT), SUMMERWOODS	VK SUMMERWOODS LLC	Unplatted	\$0.00	\$0.00	\$0.00
401605459	TRACT F-IB-4 (FUTURE DEVELOPMENT), SUMMERWOODS	VK SUMMERWOODS LLC	Unplatted	\$0.00	\$0.00	\$0.00
401605509	TRACT F-IC-1 (FUTURE DEVELOPMENT), SUMMERWOODS	VK SUMMERWOODS LLC	Unplatted	\$0.00	\$0.00	\$0.00
401605559	TRACT F-IC-2 (FUTURE DEVELOPMENT), SUMMERWOODS	VK SUMMERWOODS LLC	Unplatted	\$0.00	\$0.00	\$0.00
401605609	TRACT F-IC-3 (FUTURE DEVELOPMENT), SUMMERWOODS	VK SUMMERWOODS LLC	Unplatted	\$0.00	\$0.00	\$0.00
401601559	LOT 390, SUMMERWOODS PH IA PI #4016.0155/9	VK SUMMERWOODS LLC	40'	\$1,073.88	\$913.98	\$1,987.86
401601659	LOT 392, SUMMERWOODS PH IA PI #4016.0165/9	VK SUMMERWOODS LLC	40'	\$1,073.88	\$913.98	\$1,987.86
401601859	LOT 396, SUMMERWOODS PH IA PI #4016.0185/9	NVR INC	40'	\$1,073.88	\$913.98	\$1,987.86
401602009	LOT 399, SUMMERWOODS PH IA PI #4016.0200/9	VK SUMMERWOODS LLC	40'	\$1,073.88	\$913.98	\$1,987.86
401602059	LOT 400, SUMMERWOODS PH IA PI #4016.0205/9	VK SUMMERWOODS LLC	40'	\$1,073.88	\$913.98	\$1,987.86
401602159	LOT 402, SUMMERWOODS PH IA PI #4016.0215/9	VK SUMMERWOODS LLC	40'	\$1,073.88	\$913.98	\$1,987.86
401602209	LOT 403, SUMMERWOODS PH IA PI #4016.0220/9	VK SUMMERWOODS LLC	40'	\$1,073.88	\$913.98	\$1,987.86
				\$105,240.38	\$83,172.18	\$188,412.56
				7.0%	(\$7,240.54)	(\$5,822.05)
				\$97,999.84	\$77,350.13	\$175,349.97
TOTAL RECORDS	119					
RECORDS ASSESED	91					
RECORDS NOT ASSESSED	28					
TOTAL ASSESSMENT	\$188,412.56					
				55.89%	44.11%	100.00%

Direct Collect

**SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
2019 ASSESSMENT ROLL (DIRECT COLLECT)**

PARCEL ID	LEGAL DESC	OWNER NAME1	LU	SERIES 2018A-1 DEBT SERVICE	SERIES 2018A-2 DEBT SERVICE	O&M	TOTAL
401605259	TRACT F-2 (FUTURE DEVELOPMENT), SUMMERWOODS PH IA PI #4016.0245/9	VK SUMMERWOODS LLC	U	\$522.29	\$277.91	\$0.00	\$800.21
401602459	LOT 435, SUMMERWOODS PH IA PI #4016.0245/9	VK SUMMERWOODS LLC	40' gated	\$0.00	\$554.35	\$0.00	\$554.35
401602959	LOT 507, SUMMERWOODS PH IA PI #4016.0295/9	VK SUMMERWOODS LLC	40' gated	\$0.00	\$554.35	\$0.00	\$554.35
401603009	LOT 508, SUMMERWOODS PH IA PI #4016.0300/9	VK SUMMERWOODS LLC	40' gated	\$0.00	\$554.35	\$0.00	\$554.35
401603059	LOT 509, SUMMERWOODS PH IA PI #4016.0305/9	VK SUMMERWOODS LLC	40' gated	\$0.00	\$554.35	\$0.00	\$554.35
401603109	LOT 510, SUMMERWOODS PH IA PI #4016.0310/9	VK SUMMERWOODS LLC	40' gated	\$0.00	\$554.35	\$0.00	\$554.35
401603159	LOT 511, SUMMERWOODS PH IA PI #4016.0315/9	VK SUMMERWOODS LLC	40' gated	\$0.00	\$554.35	\$0.00	\$554.35
401603209	LOT 512, SUMMERWOODS PH IA PI #4016.0320/9	VK SUMMERWOODS LLC	40' gated	\$0.00	\$554.35	\$0.00	\$554.35
401603259	LOT 513, SUMMERWOODS PH IA PI #4016.0325/9	VK SUMMERWOODS LLC	40' gated	\$0.00	\$554.35	\$0.00	\$554.35
401604359	LOT 535, SUMMERWOODS PH IA PI #4016.0435/9	VK SUMMERWOODS LLC	40' gated	\$0.00	\$554.35	\$0.00	\$554.35
401604409	LOT 536, SUMMERWOODS PH IA PI #4016.0440/9	VK SUMMERWOODS LLC	40' gated	\$0.00	\$554.35	\$0.00	\$554.35
401604459	LOT 537, SUMMERWOODS PH IA PI #4016.0445/9	VK SUMMERWOODS LLC	40' gated	\$0.00	\$554.35	\$0.00	\$554.35
401602109	LOT 401, SUMMERWOODS PH IA PI #4016.0210/9	VK SUMMERWOODS LLC	40'	\$0.00	\$582.07	\$0.00	\$582.07
401602259	LOT 404, SUMMERWOODS PH IA PI #4016.0225/9	VK SUMMERWOODS LLC	40'	\$0.00	\$582.07	\$0.00	\$582.07
401602359	LOT 406, SUMMERWOODS PH IA PI #4016.0235/9	VK SUMMERWOODS LLC	40'	\$0.00	\$582.07	\$0.00	\$582.07
401602409	LOT 409, SUMMERWOODS PH IA PI #4016.0240/9	VK SUMMERWOODS LLC	40'	\$0.00	\$582.07	\$0.00	\$582.07
401601759	LOT 394, SUMMERWOODS PH IA PI #4016.0175/9	VK SUMMERWOODS LLC	40'	\$0.00	\$582.07	\$0.00	\$582.07
401601809	LOT 395, SUMMERWOODS PH IA PI #4016.0180/9	VK SUMMERWOODS LLC	40'	\$0.00	\$582.07	\$0.00	\$582.07
401601909	LOT 397, SUMMERWOODS PH IA PI #4016.0190/9	VK SUMMERWOODS LLC	40'	\$0.00	\$582.07	\$0.00	\$582.07
401601959	LOT 398, SUMMERWOODS PH IA PI #4016.0195/9	VK SUMMERWOODS LLC	40'	\$0.00	\$582.07	\$0.00	\$582.07
401604509	LOT 563, SUMMERWOODS PH IA PI #4016.0450/9	VK SUMMERWOODS LLC	40'	\$0.00	\$582.07	\$0.00	\$582.07
401604559	LOT 564, SUMMERWOODS PH IA PI #4016.0455/9	VK SUMMERWOODS LLC	40'	\$0.00	\$582.07	\$0.00	\$582.07
401600159	LOT 323, SUMMERWOODS PH IA PI #4016.0015/9	VK SUMMERWOODS LLC	50'	\$0.00	\$776.09	\$0.00	\$776.09
401600209	LOT 324, SUMMERWOODS PH IA PI #4016.0020/9	VK SUMMERWOODS LLC	50'	\$0.00	\$776.09	\$0.00	\$776.09
401600259	LOT 325, SUMMERWOODS PH IA PI #4016.0025/9	VK SUMMERWOODS LLC	50'	\$0.00	\$776.09	\$0.00	\$776.09
401600459	LOT 368, SUMMERWOODS PH IA PI #4016.0045/9	VK SUMMERWOODS LLC	50'	\$0.00	\$776.09	\$0.00	\$776.09
401600509	LOT 369, SUMMERWOODS PH IA PI #4016.0050/9	VK SUMMERWOODS LLC	50'	\$0.00	\$776.09	\$0.00	\$776.09
401600559	LOT 370, SUMMERWOODS PH IA PI #4016.0055/9	VK SUMMERWOODS LLC	50'	\$0.00	\$776.09	\$0.00	\$776.09
401600609	LOT 371, SUMMERWOODS PH IA PI #4016.0060/9	VK SUMMERWOODS LLC	50'	\$0.00	\$776.09	\$0.00	\$776.09
401600659	LOT 372, SUMMERWOODS PH IA PI #4016.0065/9	VK SUMMERWOODS LLC	50'	\$0.00	\$776.09	\$0.00	\$776.09
401600709	LOT 373, SUMMERWOODS PH IA PI #4016.0070/9	VK SUMMERWOODS LLC	50'	\$0.00	\$776.09	\$0.00	\$776.09
401600759	LOT 374, SUMMERWOODS PH IA PI #4016.0075/9	VK SUMMERWOODS LLC	50'	\$0.00	\$776.09	\$0.00	\$776.09
401600809	LOT 375, SUMMERWOODS PH IA PI #4016.0080/9	VK SUMMERWOODS LLC	50'	\$0.00	\$776.09	\$0.00	\$776.09
401600859	LOT 376, SUMMERWOODS PH IA PI #4016.0085/9	VK SUMMERWOODS LLC	50'	\$0.00	\$776.09	\$0.00	\$776.09
401600909	LOT 377, SUMMERWOODS PH IA PI #4016.0090/9	VK SUMMERWOODS LLC	50'	\$0.00	\$776.09	\$0.00	\$776.09
401600959	LOT 378, SUMMERWOODS PH IA PI #4016.0095/9	VK SUMMERWOODS LLC	50'	\$0.00	\$776.09	\$0.00	\$776.09
401601009	LOT 379, SUMMERWOODS PH IA PI #4016.0100/9	VK SUMMERWOODS LLC	50'	\$0.00	\$776.09	\$0.00	\$776.09
401601059	LOT 380, SUMMERWOODS PH IA PI #4016.0105/9	VK SUMMERWOODS LLC	50'	\$0.00	\$776.09	\$0.00	\$776.09
401601109	LOT 381, SUMMERWOODS PH IA PI #4016.0110/9	VK SUMMERWOODS LLC	50'	\$0.00	\$776.09	\$0.00	\$776.09
401601159	LOT 382, SUMMERWOODS PH IA PI #4016.0115/9	VK SUMMERWOODS LLC	50'	\$0.00	\$776.09	\$0.00	\$776.09
401601209	LOT 383, SUMMERWOODS PH IA PI #4016.0120/9	VK SUMMERWOODS LLC	50'	\$0.00	\$776.09	\$0.00	\$776.09
401601259	LOT 384, SUMMERWOODS PH IA PI #4016.0125/9	VK SUMMERWOODS LLC	50'	\$0.00	\$776.09	\$0.00	\$776.09
401601359	LOT 386, SUMMERWOODS PH IA PI #4016.0135/9	VK SUMMERWOODS LLC	50'	\$0.00	\$776.09	\$0.00	\$776.09
401601409	LOT 387, SUMMERWOODS PH IA PI #4016.0140/9	VK SUMMERWOODS LLC	50'	\$0.00	\$776.09	\$0.00	\$776.09
401601459	LOT 388, SUMMERWOODS PH IA PI #4016.0145/9	VK SUMMERWOODS LLC	50'	\$0.00	\$776.09	\$0.00	\$776.09
401601509	LOT 389, SUMMERWOODS PH IA PI #4016.0150/9	VK SUMMERWOODS LLC	50'	\$0.00	\$776.09	\$0.00	\$776.09
401604659	LOT 566, SUMMERWOODS PH IA PI #4016.0465/9	VK SUMMERWOODS LLC	50'	\$0.00	\$776.09	\$0.00	\$776.09
401605359	TRACT F-IB-2 (FUTURE DEVELOPMENT), SUMMERWOODS PH IA PI #4016.0535/9	VK SUMMERWOODS LLC	U	\$6,092.13	\$3,241.62	\$0.00	\$9,333.75
401605609	TRACT F-IC-3 (FUTURE DEVELOPMENT), SUMMERWOODS PH IA PI #4016.0560/9	VK SUMMERWOODS LLC	U	\$6,831.82	\$3,635.21	\$0.00	\$10,467.03
401605309	TRACT F-IB-1 (FUTURE DEVELOPMENT), SUMMERWOODS PH IA PI #4016.0530/9	VK SUMMERWOODS LLC	U	\$9,586.02	\$5,100.72	\$0.00	\$14,686.74
401605409	TRACT F-IB-3 (FUTURE DEVELOPMENT), SUMMERWOODS PH IA PI #4016.0540/9	VK SUMMERWOODS LLC	U	\$14,877.43	\$7,916.28	\$0.00	\$22,793.71
401605459	TRACT F-IB-4 (FUTURE DEVELOPMENT), SUMMERWOODS PH IA PI #4016.0545/9	VK SUMMERWOODS LLC	U	\$21,898.94	\$11,652.41	\$0.00	\$33,551.35
401605559	TRACT F-IC-2 (FUTURE DEVELOPMENT), SUMMERWOODS PH IA PI #4016.0555/9	VK SUMMERWOODS LLC	U	\$22,942.49	\$12,207.69	\$0.00	\$35,150.18
401605509	TRACT F-IC-1 (FUTURE DEVELOPMENT), SUMMERWOODS PH IA PI #4016.0550/9	VK SUMMERWOODS LLC	U	\$61,748.88	\$32,856.55	\$0.00	\$94,605.43
NET COLLECTIONS				\$144,500.00	\$108,209.19	\$0.00	\$252,709.20

Tab 14

RESOLUTION 2019-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority, a schedule of its regular meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit "A".

Section 2. In accordance with Section 189.417(1), Florida Statutes, the District's Secretary is hereby directed to file annually, with Manatee County, a schedule of the District's regular meetings.

Section 3. This Resolution shall become effective immediately upon its

adoption. **PASSED AND ADOPTED THIS 20th DAY OF AUGUST, 2019.**

**SUMMER WOODS COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASSISTANT SECRETARY

EXHIBIT A
SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS MEETING DATES
FOR FISCAL YEAR 2019/2020

November 7, 2019
February 6, 2020
May 7, 2020
August 6, 2020

All meetings will convene at 9:30 a.m. at the Trevesta Clubhouse, located at 6210 Trevesta Place, Palmetto, Florida 34221.

Tab 15

This instrument prepared by,
and when recorded, return to:

Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

ASSIGNMENT AND ASSUMPTION OF PROPERTY INTEREST

THIS ASSIGNMENT AND ASSUMPTION OF PROPERTY INTEREST ("**Assignment**") is made this _____ day of _____, 2019, by and between **Summerwoods Homeowners Association, Inc.**, a Florida not-for-profit corporation, whose address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 ("**Assignor**"), and **Summer Woods Community Development District**, a local unit of special-purpose government situated in Manatee County, Florida, and having offices at c/o Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912 ("**Assignee**").

WITNESSETH

WHEREAS, Assignor has previously accepted certain real property interests, as more particularly described in that certain plat identified as Summerwoods – Phase 1A, as recorded in Plat Book 64, Page 62 et seq., of the Official Records of Manatee County, Florida, on or around October 2018 ("**Summerwoods Phase 1A Plat**"); and

WHEREAS, on or about February 8, 2019, the Assignor executed a quit-claim deed conveying its right, title, interest, claim and demand to Tracts C-1, C-2 and C-3 (Common Areas and Landscaping) as identified on the Summerwoods Phase 1A Plat (together, "**Property Interest**") to the Assignee; and

WHEREAS, as a result of the quit-claim deed, Assignor and Assignee desire that certain related assets with respect to the Property Interest be assigned and transferred from Assignor to Assignee.

NOW, THEREFORE, in consideration of the foregoing premises, the sum of Ten and No/100 Dollars (\$10.00) in hand paid by Assignee to Assignor at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby convey and agree, and Assignee does hereby agree, as follows:

1. Assignment. Assignor hereby assigns, conveys, sets over and transfers to Assignee all rights, title, interest, powers, privileges, benefits and options of Assignor, or otherwise accruing to the owner of the Property Interest, in, to and under that certain Summerwoods Phase 1A Plat with respect to the Property Interest as defined herein.

2. Acceptance. Assignee hereby accepts the assignment of the Property Interest.

3. Further Assurances. Assignor shall do all such additional and further acts, and shall execute and deliver all such additional and further instruments and documents, as Assignee or Assignee's counsel may reasonably require fully to vest in and assure to Assignee full right, title and interest in and to the Property Interest to the full extent contemplated by this Assignment.

4. Miscellaneous. This Assignment shall be binding upon and enforceable against, and shall inure to the benefit of, Assignor and Assignee and their respective legal representatives, successors and assigns. This Assignment shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida. This Assignment may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed under seal the day and year first above written.

ASSIGNOR:

WITNESSES

**SUMMERWOODS HOMEOWNERS ASSOCIATION,
INC.**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ as _____ of SUMMERWOODS HOMEOWNERS ASSOCIATION, INC., on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

ASSIGNEE:

WITNESSES

**SUMMER WOODS COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
_____ as _____ of SUMMER WOODS COMMUNITY
DEVELOPMENT DISTRICT, on behalf of said entity, who appeared before me this day in person, and who
is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

This instrument was prepared by and
upon recording should be returned to:

HOPPING GREEN & SAMS P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

(This space reserved for Clerk)

EASEMENT AGREEMENT

This **EASEMENT AGREEMENT** ("**Agreement**") is made and entered into this ____ day of _____, 2019, by and among:

VK Summerwoods LLC, a Delaware limited liability company, whose address is c/o The Kolter Group, 701 South Olive Avenue, Ste. 104, West Palm Beach, Florida 33401 ("**Developer**"), and

Summerwoods Homeowners Association, Inc., a Florida not-for-profit corporation, whose mailing address is 9428 Camden Field Parkway, Riverview, Florida 33578 ("**Association**" and together with the Developer, "**Grantor**"); and

Summer Woods Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Manatee County, Florida, and with offices at c/o Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Ft. Myers, Florida 33912 ("**District**" or "**Grantee**").

WITNESSETH

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

WHEREAS, by virtue of that certain plat recorded in the Public Records of Manatee County, to wit: the Plat of "Summer Woods Phase 1A", as recorded at Plat Book 64, Pages 62 et seq. ("**Plat**"), Developer reserved to itself the ownership of all tracts, lands, easements and other interests not dedicated by Plat to Manatee County or the District; and

WHEREAS, in the *Community Declaration for Summerwoods*, dated November 27, 2018, and recorded at Book 2757, pages 7440 et seq. of the Public Records of Manatee County, Florida (the "**Declaration**"), the Grantor granted certain additional easement rights to the District; and

WHEREAS, Grantor desires to formally grant to, and/or clarify the terms of, the District easements over the properties being more particularly described herein (collectively, "**Easement Areas**") for the purposes more particularly described herein; and

WHEREAS, Grantor and District acknowledge that use of the Easement Areas is necessary for District to carry out its essential purpose; and

WHEREAS, the District has requested that Grantor grant to the District a perpetual easement over the Easement Areas and Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

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

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. GRANT OF EASEMENT. Grantor hereby grants – to the extent of the Developer’s and Association’s respective interests, if any – to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the Easement Areas to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, “**Easement**”):

- (a) The District shall have and is hereby granted a perpetual, non-exclusive access easement over Tract “A” of the Plat for access to District property and other lawful purposes of the District; and
- (b) The District shall have and is hereby granted a perpetual, non-exclusive drainage and access easement over all “Drainage Easements” shown on the Plat; and
- (c) The District shall have and is hereby granted a perpetual, non-exclusive flowage easement over all District flowage easements shown on the Plat; and
- (d) The District shall further have and is hereby granted a perpetual, non-exclusive easement for ingress and egress and access over, across and upon the Grantor’s property (if any) for purposes of constructing, maintaining, inspecting, recording data on, monitoring, testing, or repairing, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto, and for any other construction, maintenance, and replacement activities of the District, as more specifically described in the Declaration.

3. INCONSISTENT USE. Grantor agrees and covenants that it shall not grant or exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein accorded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.

4. DEFAULT. A default by any party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

5. ENFORCEMENT OF AGREEMENT. In the event that either the District or any owner of property upon which the Easement Areas are located seeks to enforce this Easement Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

6. CONTROLLING LAW. This Easement Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida.

7. PUBLIC RECORDS. Grantor understands and agrees that all documents of any kind provided to the District or to District Staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

8. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

9. BINDING EFFECT. This Easement Agreement and all of the provisions of this Easement Agreement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

10. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

11. AMENDMENTS. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by all parties hereto.

12. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement Agreement.

13. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

WITNESSES

VK SUMMERWOODS LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, _____ as _____ of VK SUMMERWOODS LLC, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

WITNESSES

**SUMMER WOODS COMMUNITY DEVELOPMENT
DISTRICT**, a local unit of special purpose government

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
_____ as _____ of SUMMER WOODS COMMUNITY DEVELOPMENT
DISTRICT, on behalf of said entity, who appeared before me this day in person, and who is either personally known
to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

WITNESSES

SUMMERWOODS HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation,

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
_____ as _____ of SUMMERWOODS HOMEOWNERS ASSOCIATION, INC.,
on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or
produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT ("AGREEMENT") is made and entered into this ____ day of _____, 2019, by and between:

Summer Woods Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Manatee County, Florida, and with offices at c/o Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Ft. Myers, Florida 33912 ("**CDD**"), and

Summerwoods Homeowners Association, Inc., a Florida not-for-profit corporation, whose mailing address is 9428 Camden Field Parkway, Riverview, Florida 33578 ("**Association**" and, together with the CDD, the "**Parties**").

RECITALS

WHEREAS, the CDD was originally established pursuant to Chapter 190, *Florida Statutes* ("**Act**") and by Ordinance No. 11-13, adopted by the Board of County Commissioners for Manatee County, Florida, for the purposes of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the CDD presently owns and maintains various systems, facilities and infrastructure including, but not limited to, stormwater management systems, recreational facilities, landscaping/irrigation, and other improvements (together, "**Improvements**"); and

WHEREAS, certain Improvements owned by the CDD are located within platted easements on private lots; and

WHEREAS, the Association is a Florida not-for-profit corporation owning, operating and maintaining various other improvements for the community that the CDD serves; and

WHEREAS, the residents within the community ("**Residents**" or, individually, "**Resident**") that are served by both the Association and the CDD benefit from the Improvements, own lots within the community ("**Lots**"), and are responsible for maintaining their Lots; and

WHEREAS, certain easements have been granted to the CDD to allow maintenance of certain infrastructure and Improvements; and

WHEREAS, the Association is governed by a *Community Declaration for Summerwoods*, dated November 27, 2018, as amended from time to time, and as recorded as Instrument Number 201841118397 at Book 2757, Page 7440 et seq. of the Public Records of Manatee County (the "**Declaration**"); and

WHEREAS, pursuant to the Declaration and the *District Engineer's Report – Assessment Area One Project for the Summerwoods Community Development District*, dated August 3, 2017, as supplemented ("**Engineer's Report**"), the CDD bears certain maintenance responsibilities, including certain maintenance of the stormwater management system ("**SWMS**"), as further defined herein, as well as

ownership and/or maintenance of landscaping and irrigation in non-gated areas, recreational facilities, wetlands and mitigation areas, and other facilities; and

WHEREAS, the Parties desire to clarify the CDD's obligations for the operation, maintenance and repair of the SWMS, as set forth in the Declaration.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

SECTION 2. EASEMENT. The Association (and the project developer) have granted the CDD various easements, including a non-exclusive easement for ingress and egress and access over, across and upon its property (if any) for purposes of constructing, maintaining, inspecting, recording data on, monitoring, testing, or repairing, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto, and for any other construction, maintenance, and replacement activities of the CDD, which easement interests are recorded at _____, and hereby affirm use of said easement for purposes of maintaining the SWMS.

SECTION 3. STATEMENT OF OBLIGATIONS. The CDD shall generally be responsible for ownership and maintenance of the SWMS, which consists of excavated stormwater management ponds, drainage pipes, catch basins, swales, berms and water control structures.

- A. **General Responsibility.** Except as set forth below and in areas normally maintained by another governmental entity, the CDD shall own and maintain the SWMS consistent with applicable laws and governmental permits and approvals. The CDD makes no guarantee that water levels or retention/detention areas will be constant or aesthetically pleasing at any time. The CDD shall not be obligated to erect fences, gates, or walls around or adjacent to any retention/detention areas.
- B. **Private Lots.** The CDD shall be responsible for maintaining the master drainage improvements (including but not limited to drainage pipes, pumps, swales, water control structures, and other SWMS components) located within drainage easements on private Lots, provided, however, that each Resident shall be responsible for mowing the retention/detention area slopes and drainage easements as described in the Declaration. Pursuant to the Declaration, the HOA shall have the right to enforce this requirement against Residents. Additionally, the CDD shall have the right to correct any deficiencies in the Resident's maintenance of the drainage easements and shall have the right to access the drainage easements for purposes of ensuring compliance with Residents' maintenance obligations, correcting any deficiencies, complying with any permits, and constructing, maintaining, inspecting, recording data on, monitoring, testing, or repairing any SWMS components.

SECTION 4. SEPARATE AGREEMENTS. Notwithstanding anything herein, the CDD reserves the right to enter into separate agreements for maintenance of any of the Improvements for which it is responsible.

SECTION 5. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 6. COMPLIANCE WITH GOVERNMENTAL REGULATION. In performing any obligations as stated herein, the Association shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances relating to the Property, including but not limited to any applicable permits or other regulatory approvals.

SECTION 7. PROTECTION AGAINST THIRD PARTY INTERFERENCE. Nothing contained in this Agreement shall limit or impair the CDD's right to protect its rights from interference by a third party to this Agreement.

SECTION 8. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each Party shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the Party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a Party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 9. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

SECTION 10. ASSIGNMENT. No Party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

SECTION 11. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 12. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all Parties to this Agreement.

SECTION 13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of each Party, each Party has complied with all the requirements of law, and each Party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery service, to the Parties at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Party he or she represents. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

SECTION 15. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors and assigns.

SECTION 16. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Manatee County, Florida.

SECTION 17. PUBLIC RECORDS. The Parties understand and agree that all documents of any kind provided to the CDD in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

SECTION 18. SEVERABILITY. 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.

SECTION 19. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. Each Party 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 any doubtful language will not be interpreted or construed against any Party.

SECTION 20. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective the day and year first written above.

**SUMMER WOODS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Its: _____

**SUMMERWOODS HOMEOWNERS
ASSOCIATION, INC.**

By: _____

Its: _____