



Rizzetta & Company

# **Summer Woods Community Development District**

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## **Board of Supervisors' Meeting November 2, 2023**

**District Office:  
2700 S. Falkenburg Road, Suite 2745  
Riverview, FL 33578**

**[www.summerwoodscdd.org](http://www.summerwoodscdd.org)**

## **SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT**

Eagle Pointe Clubhouse, 11450 Moonsail Dr., Parrish, Florida 34219

<b>Board of Supervisors</b>	Candice Bain	Chairman
	Roger Aman	Vice Chairman
	Alyssa Livingstone	Assistant Secretary
	Ed Suchora	Assistant Secretary
	Chris Sullivan	Assistant Secretary
<b>District Manager</b>	Matt O'Nolan	Rizzetta & Company, Inc.
<b>District Counsel</b>	Jere Earlywine	Kutak Rock Law Group
<b>District Engineer</b>	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 • 2700 S. FALKENBURG RD, SUITE 2700• RIVERVIEW, FLORIDA 33578**

[www.SummerWoodsCDD.org](http://www.SummerWoodsCDD.org)

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

10/26/2023

**AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of Summer Woods Community Development District will be held on **Thursday, November 2, 2023 at 10:30 a.m.** at the Eagle Pointe Clubhouse, located at 11450 Moonsail Dr., Parrish, FL 34219. The following is the tentative agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. STAFF REPORTS**
  - A. Landscape Inspection Report..... Tab 1
  - B. Waterway Management Report..... Tab 2
  - C. Operational Managers Report ..... Tab 3
  - D. District Counsel
    1. Acquisition of Phase IIIB and IVB Utilities and Roadway Improvements ..... Tab 4
  - E. District Engineer
  - F. District Manager
    1. Review of District Manager Report ..... Tab 5
    2. Review of Financial Statement ..... Tab 6
- 4. BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on August 3, 2023 ..... Tab 7
  - B. Consideration of the Operation and Maintenance Expenditures for July, August and September 2023..... Tab 8
- 5. BUSINESS ITEMS**
  - A. Ratification of Eco-Logic Contract Pond Maintenance..... Tab 9
  - B. Ratification of Eco-Logic Contract Summer Woods Phase 3 and 4 ..... Tab 10
  - C. Consideration of Trash Can Enclosure..... Tab 11
  - D. Consideration of Professional District Services Contract Addendum..... Tab 12
  - E. Discussion of Pool Heater
  - F. Consideration of Reserve Study Proposals ..... Tab 13
  - G. Presentation of 3rd Quarter Website Audit ..... Tab 14
  - H. Consideration of Revised Lighting Agreement, First Amendment ..... Tab 15
- 6. SUPERVISOR REQUESTS AND COMMENTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 533-2950.

Very truly yours,

*Matt O'Nolan*

Matt O'Nolan  
District Manager



Tab 1

# SUMMER WOODS

## LANDSCAPE INSPECTION REPORT



October 16th, 2023  
Rizzetta & Company  
John Fowler – Landscape Specialist



Rizzetta & Company  
Professionals in Community Management



# Summary & Amenity Center

## General Updates, Recent & Upcoming Maintenance Events

- ❑ Asked Brightview to provide a proposal to start maintaining all new landscape.
- ❑ Fertilizer ban has been lifted starting October 1st
- ❑ New areas are now being inspected.

The following are action items for BrightView to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation, **Orange** indicates FH Staff. **Bold underlined is information or questions for the BOS.**

1. Treat sedge in fin the turf in front and just East of the entrance into the pool center.
2. Remove sucker growth off the base of the Crepe Myrtles in front of the pool area.
3. Diagnose and treat declining Viburnum Suspensum in the parking lot of the pool area.
4. Diagnose and treat the lilies in front of the entrance to the community pool.
5. Schedule a pruning event for the Gold Mound at the roundabout at the pool parking lot.
6. Diagnose and treat the declining turf at the roundabout at the pool parking lot. (Pic. 6)
8. Remove dead material in the plantings next to the entrance brick pillars at the community pool.
9. Remove dead fronds in the palm within the pool area. Also, look for any fruiting structures to be removed to prevent paver staining. (Pic. 8)



10. Treat weeds in the bed to the left before the entrance to the community pool.
11. Clean out dead in the Flax Lilies in the bed to the left before entering the community pool.
12. Schedule a pruning event for the overgrown shrubs within the splash pad area at the community pool.



# Amenity Center, Daybreak Glen

13. Remove dead Foxtail Palm frond in the splash pad area at the community pool.

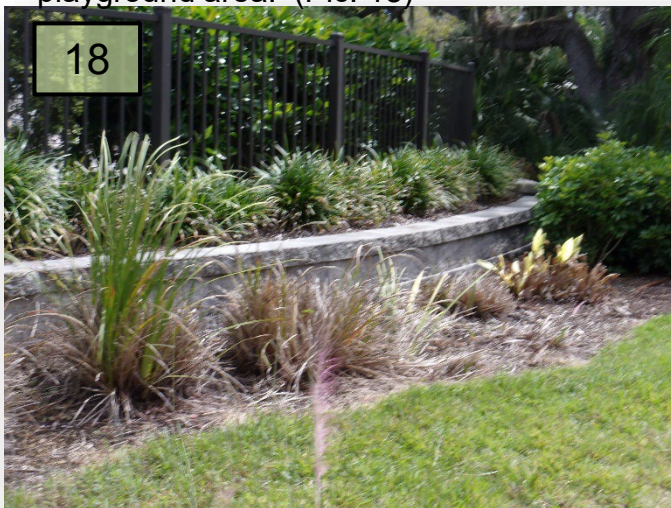
14. Remove the tree braces at the community pool area that have been installed over a year.

15. Treat the broadleaf turf weeds in front of the playground area.

16. Treat joint crack weeds in the sidewalk heading to the playground area.

17. Playground mulch appears to need replenishing. Provide a proposal to do so.

18. Diagnose and treat the declining Ornamental Grasses between the splash pad and the playground area. (Pic. 18)



19. Remove a dead Foxtail Palm frond in the community pool area next to the splash pad.

20. Trim back the palm fronds along the trail near the dog park.

21. Treat weeds in the large Oak bed at the large dog park.

22. Prune the dead fronds in the palm overhanging the small dog park.

23. Remove a weedy vine growing on the palm at the small dog park.

24. Still requesting mulch on the front and back bullnose on the median heading into the gated portion of the community.

25. Schedule a pruning event for the Gold Mound and Jasmine at the median heading into the gated portion of the community.

26. Remove dead or diseased material out of the Wax Myrtle at the end of Firefly Pl. cul de sac.

27. There is a dead Sable Palm that needs to be remove on the Northside of Daybreak Glen right as you are exiting the gated section.

28. Treat broadleaf turf weeds as you are exiting the gated portion of Daybreak Glen.

29. Remove the stakes off the trees at the mailbox kiosk for the gated section of the community. Also, remove the stake of an Oak tree on the corner of Daybreak Glen and Starlight intersection. (Pic. 29)



30. Noting the Viburnums along the inside of the fence line at the cul de sac of Daybreak Glen are struggling. This is due to the lack of irrigation that was damaged for widening Moccasin Wallow.

31. A couple dead trees mentioned before on Moccasin Wallow on East end of the property. I have asked Brightview to provide a proposal to enhance this area after construction.





# Western Wood Ave., Moccasin Wallow

- 32. Straighten the small tree across from the lift station on Daybreak Glen near the community pool parking lot.
- 33. Treat the weeds in the bed at the mailbox kiosk on Daybreak Glen between the community pool and Rain Lily.
- 34. Remove the lower hanging moss in the Oak tree next to the mailbox kiosk on Daybreak Glen between community pool and Rain Lily.
- 35. Remove the tree stakes behind the mailbox kiosk on Daybreak Glen between Sunshower Pl. and Popsicle Crossing.
- 36. The Southwest corner behind 10405 Daybreak Glen may need excavating for the landscape and pond vendors that have a small area to access that could be considered unsafe. (Pic. 36)



- 37. Look at removing tree stakes on High Noon near Rain Lily.
- 38. Treat broadleaf turf weeds on High Noon near Rain Lily.
- 39. Remove dead and diseased material in the Bird of Paradise on the North median on Summerwoods Dr.
- 40. Still dead palm tree on second median from the North on Summerwoods Dr. (Pic. 40>)

- 41. There are a couple Thryallis that have been blown over and need straightening on the East ROW of Summerwoods Dr.
- 42. Remove a dead Juniper on the North median on Summerwoods Dr.
- 43. Schedule a pruning event for the Firebush on the East ROW of Summerwoods Dr.
- 44. There is a dead Magnolia on the East ROW of Western Wood Ave.
- 45. A couple dead palms on the East corner of Western Wood Ave. and Moccasin Wallow intersection.
- 46. The turf along Moccasin Wallow from Western Wood Ave. to where Brightview picks up East of there needs maintenance. Brightview as been asked to provide a proposal to take over this.
- 47. Dead fronds in the palms on Western Wood Ave.
- 48. The powerline area is schedule to be maintained once a quarter. When will this be done? Need to remove the vegetation and maintain around each power pole for a neat appearance. I don't think this has ever been done.



# Proposals

1. Brightview to provide a proposal to remove any tree staking systems that have been intact for more than a year.
2. Brightview to provide a proposal to refresh the playground mulch. Item #17 on the report. (Pic. 2)



3. Brightview to provide a proposal to replace the dead Sable Palm on the median on Summerwoods Dr. that is #40 on this report. I thought this was already approved in the past but if not please submit.
4. Brightview to provide a proposal to replace a dead Magnolia tree on Western Wood Ave. #44 in this report. (Pic. 4)



Tab 2



# WATERWAY MANAGEMENT REPORT

## Superior Waterway Services, Inc.

Toll free: 1-877-966-9333 • Fax: (561) 844-9629  
www.superiorwaterway.com



CUSTOMER Summer Woods BIOLOGIST B.11 DATE 8-31-23

TEMPERATURE (°F) 

<55	55-65	66-75
<u>76-85</u>	86-95	96+

 CLOUD COVER 

Clear	25-50%
50-75%	<u>Overcast</u>

 WIND 

<u>0-5</u>	6-10
11-15	16+

Lake #'s	<u>2-5, 9, 13, 16, 18-25, 30-32</u>				
Weeds Treated	<u>A</u>				

KEY A = Algae Ch = Chara Hyg = Hygrophila Pr = Primrose Ta = Tape Grass  
Aw = Alligatorweed Co = Coontail Ip = Illinois Pondweed Ru = Ruppia Tg = Torpedograss  
Bt = Baby Tears Cb = Cuban Bulrush Lm = Limnophila Sag = Sago Pondweed Wh = Water Hyacinths  
Ba = Bacopa Dw = Duckweed Mf = Mosquito Fern Sa = Salvinia Wl = Water Lettuce  
Bl = Banana Lilies Fw = Fanwort N = Naiad Sd = Sedges Wli = Water Lilies  
Bw = Bladderwort Gb = Giant Bulrush Pw = Pennywort Ss = Slender Spikerush Wm = Water Meal  
Ct = Cattails Hy = Hydrilla Pa = Planktonic Algae Sp = Spatterdock Wt = Wild Taro

REMARKS: inspected lakes spot treated where could access due to soggy and wet banks and yards

WATER TESTING (COMBINED AVERAGE)  
TEMPERATURE H<sub>2</sub>O (°F) ☐ High 85-95 ☐ Normal 75-86 ☐ Low 75 <  
DISSOLVED OXYGEN (ppm.) ☐ High 6-8 ☐ Normal 4-6 ☐ Low 4 <  
pH READING ☐ Acid 1-7 ☐ Neutral 7 ☐ Base 7-14  
WATER CLARITY (Ft.) ☐ Good 6 > ☐ Fair 4-5 ☐ Poor 4 <

### FISH/WILDLIFE OBSERVATIONS

FISH ☒ Largemouth Bass ☒ Bream ☐ Sunshine Bass ☐ Catfish ☐ Triploid Grass Carp  
☒ Mosquitofish ☐ Oscar ☒ Suckermouth Catfish ☐ Peacock Bass ☐ Mayan Cichlid  
☐ Snakehead ☒ Tilapia ☐ Florida Gar ☐ Piranha ☐ Clown Knife Fish

WILDLIFE ☐ Alligator ☒ Turtle ☐ Otter ☐ Iguana ☐ Fox  
☒ Snake ☐ Wild Hog ☐ Raccoon ☐ Coyote ☐ Manatee

BIRDS ☒ Egret ☒ Muscovies ☐ Coot ☐ Bald Eagle ☐ Osprey  
☐ Anhinga ☐ Cormorant ☒ Wild Ducks ☐ Ibjs ☐ Wood Stork  
☒ Limpkin ☐ Pelican ☐ Sandhill Crane ☒ Tricolored Heron ☐ Roseate Spoonbill  
☐ Moorhen ☐ Snail Kite ☐ Little Blue Heron ☐ Green Heron ☒ Great Blue Heron

OTHER: \_\_\_\_\_

Weed & Algae Control • Fountains & Aeration • Preserve Restoration  
Fish Stocking • Wetland Planting & Maintenance • Water Clarification



# WATERWAY MANAGEMENT REPORT

## Superior Waterway Services, Inc.



Toll free: 1-877-966-9333 • Fax: (561) 844-9629  
www.superiorwaterway.com

CUSTOMER Summer Woods BIOLOGIST B. H DATE 9-12-23

TEMPERATURE (°F)	<55	55-65	66-75
	76-85	86-95	96+

CLOUD COVER	Clear	<del>25-50%</del>
	50-75%	Overcast

WIND	<del>0-5</del>	6-10
	11-15	16+

Lake #'s	2-5, 9, 18-22, 24	5, 24				
Weeds Treated	Tg, Aw, Ct, B	A				

KEY	A = Algae	Ch = Chara	Hyg = Hygrophila	Pr = Primrose	Ta = Tape Grass
	Aw = Alligatorweed	Co = Coontail	Ip = Illinois Pondweed	Ru = Ruppia	Tg = Torpedograss
	Bt = Baby Tears	Cb = Cuban Bulrush	Lm = Limnophila	Sag = Sago Pondweed	Wh = Water Hyacinths
	Ba = Bacopa	Dw = Duckweed	Mf = Mosquito Fern	Sa = Salvinia	Wl = Water Lettuce
	Bl = Banana Lilies	Fw = Fanwort	N = Naiad	Sd = Sedges	Wli = Water Lilies
	Bw = Bladderwort	Gb = Giant Bulrush	Pw = Pennywort	Ss = Slender Spikerush	Wm = Water Meal
	Ct = Cattails	Hy = Hydrilla	Pa = Planktonic Algae	Sp = Spatterdock	Wt = Wild Taro

REMARKS: inspected lakes treated where needed

### WATER TESTING (COMBINED AVERAGE)

TEMPERATURE H <sub>2</sub> O (°F)	<input type="checkbox"/> High 85-95	<input type="checkbox"/> Normal 75-86	<input type="checkbox"/> Low 75 <
DISSOLVED OXYGEN (ppm.)	<input type="checkbox"/> High 6-8	<input type="checkbox"/> Normal 4 -6	<input type="checkbox"/> Low 4 <
pH READING	<input type="checkbox"/> Acid 1-7	<input type="checkbox"/> Neutral 7	<input type="checkbox"/> Base 7 - 14
WATER CLARITY (Ft.)	<input type="checkbox"/> Good 6 >	<input type="checkbox"/> Fair 4-5	<input type="checkbox"/> Poor 4 <

### FISH/WILDLIFE OBSERVATIONS

FISH	<input checked="" type="checkbox"/> Largemouth Bass	<input checked="" type="checkbox"/> Bream	<input type="checkbox"/> Sunshine Bass	<input type="checkbox"/> Catfish	<input type="checkbox"/> Triploid Grass Carp
	<input checked="" type="checkbox"/> Mosquitofish	<input type="checkbox"/> Oscar	<input type="checkbox"/> Suckermouth Catfish	<input type="checkbox"/> Peacock Bass	<input type="checkbox"/> Mayan Cichlid
	<input type="checkbox"/> Snakehead	<input type="checkbox"/> Tilapia	<input type="checkbox"/> Florida Gar	<input type="checkbox"/> Piranha	<input type="checkbox"/> Clown Knife Fish
WILDLIFE	<input type="checkbox"/> Alligator	<input checked="" type="checkbox"/> Turtle	<input type="checkbox"/> Otter	<input type="checkbox"/> Iguana	<input type="checkbox"/> Fox
	<input checked="" type="checkbox"/> Snake	<input type="checkbox"/> Wild Hog	<input type="checkbox"/> Raccoon	<input type="checkbox"/> Coyote	<input type="checkbox"/> Manatee
BIRDS	<input checked="" type="checkbox"/> Egret	<input checked="" type="checkbox"/> Muscovies	<input type="checkbox"/> Coot	<input type="checkbox"/> Bald Eagle	<input checked="" type="checkbox"/> Osprey
	<input checked="" type="checkbox"/> Anhinga	<input type="checkbox"/> Cormorant	<input checked="" type="checkbox"/> Wild Ducks	<input type="checkbox"/> Ibis	<input type="checkbox"/> Wood Stork
	<input checked="" type="checkbox"/> Limpkin	<input type="checkbox"/> Pelican	<input type="checkbox"/> Sandhill Crane	<input type="checkbox"/> Tricolored Heron	<input type="checkbox"/> Roseate Spoonbill
	<input type="checkbox"/> Moorhen	<input type="checkbox"/> Snail Kite	<input type="checkbox"/> Little Blue Heron	<input type="checkbox"/> Green Heron	<input checked="" type="checkbox"/> Great Blue Heron

OTHER: \_\_\_\_\_

Weed & Algae Control • Fountains & Aeration • Preserve Restoration  
Fish Stocking • Wetland Planting & Maintenance • Water Clarification

# WATERWAY MANAGEMENT REPORT

## Superior Waterway Services, Inc.

Toll free: 1-877-966-9333 • Fax: (561) 844-9629  
www.superiorwaterway.com

CUSTOMER Summer Woods BIOLOGIST Bill DATE 9-19-23

TEMPERATURE (°F) 

<55	55-65	66-75
76-85	<del>86-95</del>	96+

 CLOUD COVER 

Clear	<del>26-50%</del>
50-75%	Overcast

 WIND 

0-5	<del>6-10</del>
11-15	16+

Lake #'s	<u>9, 13, 24, 35, 76, 87</u>	<u>9, 23, 24, 25, 36</u>				
Weeds Treated	<u>A</u>	<u>Ct, Hy, Bw, Tg</u>				

KEY A = Algae Ch = Chara Hyg = Hygrophila Pr = Primrose Ta = Tape Grass  
Aw = Alligatorweed Co = Coontail Ip = Illinois Pondweed Ru = Ruppia Tg = Torpedograss  
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Ct = Cattails Hy = Hydrilla Pa = Planktonic Algae Sp = Spatterdock Wt = Wild Taro

REMARKS: Treated lakes where needed.

### WATER TESTING (COMBINED AVERAGE)

TEMPERATURE H<sub>2</sub>O (°F) ☐ High 85-95 ☐ Normal 75-86 ☐ Low 75 <  
DISSOLVED OXYGEN (ppm.) ☐ High 6-8 ☐ Normal 4-6 ☐ Low 4 <  
pH READING ☐ Acid 1-7 ☐ Neutral 7 ☐ Base 7-14  
WATER CLARITY (Ft.) ☐ Good 6 > ☐ Fair 4-5 ☐ Poor 4 <

### FISH/WILDLIFE OBSERVATIONS

FISH ☒ Largemouth Bass ☐ Bream ☐ Sunshine Bass ☐ Catfish ☐ Triploid Grass Carp  
☐ Mosquitofish ☐ Oscar ☒ Suckermouth Catfish ☐ Peacock Bass ☐ Mayan Cichlid  
☐ Snakehead ☐ Tilapia ☐ Florida Gar ☐ Piranha ☐ Clown Knife Fish

WILDLIFE ☐ Alligator ☒ Turtle ☐ Otter ☐ Iguana ☐ Fox  
☒ Snake ☐ Wild Hog ☐ Raccoon ☐ Coyote ☐ Manatee

BIRDS ☒ Egret ☒ Muscovies ☐ Coot ☐ Bald Eagle ☐ Osprey  
☐ Anhinga ☐ Cormorant ☒ Wild Ducks ☒ HbIs ☐ Wood Stork  
☐ Limpkin ☐ Pelican ☐ Sandhill Crane ☒ Tricolored Heron ☐ Roseate Spoonbill  
☐ Moorhen ☐ Snail Kite ☐ Little Blue Heron ☐ Green Heron ☐ Great Blue Heron

OTHER: \_\_\_\_\_

Weed & Algae Control • Fountains & Aeration • Preserve Restoration  
Fish Stocking • Wetland Planting & Maintenance • Water Clarification



# WATERWAY MANAGEMENT REPORT

## Superior Waterway Services, Inc.

Toll free: 1-877-966-9333 • Fax: (561) 844-9629  
www.superiorwaterway.com

CUSTOMER Summer Woods BIOLOGIST Bill DATE 10-2-23

TEMPERATURE (°F)	<55	55-65	66-75	CLOUD COVER	Clear	<u>25-50%</u>	WIND	0-5	6-10
	76-85	<u>86-95</u>	96+		50-75%	Overcast		<u>11-15</u>	16+

Lake #'s	<u>2, 3, 4, 5, 8, 10, 11, 20-25</u>	<u>21, 24, 25</u>	<u>18</u>			
Weeds Treated	<u>A, P, B, T</u>	<u>A</u>	<u>Hy</u>			

KEY A = Algae Ch = Chara Hyg = Hygrophila Pr = Primrose Ta = Tape Grass  
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Ct = Cattails Hy = Hydrilla Pa = Planktonic Algae Sp = Spatterdock Wt = Wild Taro

REMARKS: inspected Lakes spot treated where winds would allow safe application of treatment

### WATER TESTING (COMBINED AVERAGE)

TEMPERATURE H <sub>2</sub> O (°F)	<input type="checkbox"/> High 85-95	<input type="checkbox"/> Normal 75-86	<input type="checkbox"/> Low 75 <
DISSOLVED OXYGEN (ppm.)	<input type="checkbox"/> High 6-8	<input type="checkbox"/> Normal 4 -6	<input type="checkbox"/> Low 4 <
pH READING	<input type="checkbox"/> Acid 1-7	<input type="checkbox"/> Neutral 7	<input type="checkbox"/> Base 7 - 14
WATER CLARITY (Ft.)	<input type="checkbox"/> Good 6 >	<input type="checkbox"/> Fair 4-5	<input type="checkbox"/> Poor 4 <

### FISH/WILDLIFE OBSERVATIONS

FISH	<input checked="" type="checkbox"/> Largemouth Bass	<input checked="" type="checkbox"/> Bream	<input type="checkbox"/> Sunshine Bass	<input type="checkbox"/> Catfish	<input type="checkbox"/> Triploid Grass Carp
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OTHER: \_\_\_\_\_

Weed & Algae Control • Fountains & Aeration • Preserve Restoration  
Fish Stocking • Wetland Planting & Maintenance • Water Clarification

Tab 3

# Summerwoods CDD

## COMMUNITY DEVELOPMENT DISTRICT

11205 Daybreak Glen  
Parrish Florida 34219  
Phone 813-304-3616

[clubhousemanager@summerwoodscdd.org](mailto:clubhousemanager@summerwoodscdd.org)

## Clubhouse Manager's Report

### Operations and Maintenance Report

#### Amenity Center

- **Card Readers at Restrooms completed**
- **AC serviced**
- **Installed new outdoor ceiling fan**
- **2 benches installed**
- **Repairs for Lounge Chairs and table chairs are ongoing to include the ordering of additional tables chairs umbrellas and mini tables completed**
- **New combination locks installed throughout the Summerwoods Complex completed**
- **Replaced lock actuator for mend Restroom Crawl Space Door**
- **Pressure wash park equipment**
- **Replaced Exterior Outlet Covers**
- **Install Trash Can Covers on existing Trash Cans ongoing**
- **Splashpad gate adjustment completed**
- **Four of the main trash cans will be modified due to Racoons etc. Pulling out trash throughout the exterior of the facility**
- **Added two 32 Gallon trash cans to the men's and women's restroom.**
- 

#### Events/Activities

- **Monthly Community Trash Pickup October 7<sup>th</sup>, 2023**
- **Continued success with the scheduling of the Food Trucks thanks to Felicia Hall**
-

#### Activity Resident Requests

- Security Guard
- Outdoor Clock
- Operational handicap chair
- Splashpad water pressure adjustment (too high in some instances)
-

Tab 4

\_\_\_\_\_, 2023

Summer Woods Community Development District  
c/o Rizzetta and Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614

Re: Letter Agreement for Acquisition of Summerwoods - Phases IIIB & IVB Utilities & Roadway Improvements

Dear District Manager,

Pursuant to the *Acquisition Agreement (Assessment Area Three Project)*, dated October 21, 2021 ("**Acquisition Agreement**"), by and between the Summer Woods Community Development District ("**District**") and VK Summerwoods LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the availability of funds and the terms of the Acquisition Agreement, the District agrees to pay from future bond proceeds, if any, the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements. The Developer further agrees to post and maintain any maintenance or other bonds required for the turnover of the Improvements to a third party governmental or other entity.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements. Developer acknowledges any balance to finish and/or retainage shall be requisitioned by the District for payment to the Developer only upon notice from the District Engineer that such amounts have been paid for by Developer to the contractor.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:

Sincerely,

**SUMMER WOODS COMMUNITY  
DEVELOPMENT DISTRICT**

**VK SUMMERWOODS LLC**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## **EXHIBIT A**

### **Description of Summerwoods - Phases IIIB & IVB Utilities & Roadway Improvements**

**Potable Water Utilities** - All potable water lines, including but not limited to all pipes, valves, laterals to the point of connection, forcemains, tees, bends, joints, pump stations, structures, fittings, services, manholes, facilities, equipment and appurtenances thereto, located within or upon Tract A (Private Roadway), Tracts R-4 and R-5 (Public Right-of-Way) and the Public Utility Easements, identified in the plat known as Summerwoods - Phases IIIB & IVB, recorded at Plat Book 77, Pages 32 - 53, of the Public Records of Manatee County, Florida; and

**Wastewater Utilities** - All wastewater lines, including but not limited to all pipes, valves, pumps, laterals to the point of connection, forcemains, tees, bends, joints, structures, fittings, services, tees, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon Tract A (Private Roadway), Tracts R-4 and R-5 (Public Right-of-Way) and the Public Utility Easements, identified in the plat known as Summerwoods - Phases IIIB & IVB, recorded at Plat Book 77, Pages 32 - 53, of the Public Records of Manatee County, Florida; and

**Reclaimed Water Utilities** - All reclaimed water lines, including but not limited to all pipes, valves, laterals to the point of connection, forcemains, tees, bends, joints, pump stations, structures, fittings, services, manholes, facilities, equipment and appurtenances thereto, located within or upon Tract A (Private Roadway), Tracts R-4 and R-5 (Public Right-of-Way) and the Public Utility Easements, identified in the plat known as Summerwoods - Phases IIIB & IVB, recorded at Plat Book 77, Pages 32 - 53, of the Public Records of Manatee County, Florida; and

**Roadway Improvements** - All roadways and related earthwork and drainage improvements, located within or upon Tracts R-4 and R-5 (Public Right-of-Way) and the Public Utility Easements, identified in the plat known as Summerwoods - Phases IIIB & IVB, recorded at Plat Book 77, Pages 32 - 53, of the Public Records of Manatee County, Florida.

<b>Improvement</b>	<b>Total Amount</b>	<b>Amount Paid to Date</b>	<b>Retainage</b>
Water Improvements			
Wastewater Improvements			
Reclaimed Improvements			
Roadway Improvements			
<b>TOTAL:</b>			

**CORPORATE DECLARATION AND AGREEMENT**  
**[SUMMERWOODS - PHASES IIIB & IVB UTILITIES & ROADWAY IMPROVEMENTS]**

I, \_\_\_\_\_, as \_\_\_\_\_ of **VK Summerwoods LLC**, a Delaware limited liability company ("**Developer**"), do hereby state as follows:

1. I have personal knowledge of the matters set forth in this Declaration.
2. My name is \_\_\_\_\_, and I am \_\_\_\_\_ of the Developer. I have authority to make this Declaration on behalf of Developer.
3. Developer is the developer of certain lands within the Summer Woods Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Fourth Supplemental Engineer's Report (Assessment Area Three Project)*, dated August 5, 2021 (together, "**Engineer's Report**") describes certain public infrastructure improvements and work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements. Notwithstanding anything to the contrary herein, certain amounts may still be owed to contractors and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
6. Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**VK SUMMERWOODS LLC**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

**DISTRICT ENGINEER'S CERTIFICATE**  
**[SUMMERWOODS - PHASES IIIB & IVB UTILITIES & ROADWAY IMPROVEMENTS]**

\_\_\_\_\_, 2023

Board of Supervisors  
Summer Woods Community Development District

Re: Acquisition of Summerwoods - Phases IIIB & IVB Utilities & Roadway Improvements

Ladies and Gentlemen:

The undersigned is a representative of Morris Engineering & Consulting LLC ("**District Engineer**"), as District Engineer for the Summer Woods Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from VK Summerwoods LLC ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Fourth Supplemental Engineer's Report (Assessment Area Three Project)*, dated August 5, 2021 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications for the maintenance of the Improvements are on file with the District, and have been transferred, or are capable of being transferred, to the District for maintenance responsibilities.

[CONTINUED ON NEXT PAGE]

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

**MORRIS ENGINEERING & CONSULTING LLC**

\_\_\_\_\_, P.E.

Florida Registration No. \_\_\_\_\_

District Engineer

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_

(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

**CONTRACTOR ACKNOWLEDGMENT AND RELEASE**  
**[SUMMERWOODS - PHASES IIIB & IVB UTILITIES & ROADWAY IMPROVEMENTS]**

**THIS ACKNOWLEDGMENT & RELEASE ("Release")** is made to be effective the \_\_\_\_ day of \_\_\_\_\_, 2023, by **E.T. MacKenzie Company of Florida, Inc. ("Contractor")**, in favor of the **Summer Woods Community Development District ("District")**, which is a local unit of special-purpose government situated in Manatee County, Florida, and having offices at Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

**RECITALS**

**WHEREAS**, pursuant to that certain \_\_\_\_\_, dated \_\_\_\_\_ ("**Contract**") and between Contractor and KL Summer Woods LLC, a Delaware limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A ("Improvements")**; and

**WHEREAS**, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

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

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

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

2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

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

Notwithstanding anything to the contrary herein, Contractor is owed \$ \_\_\_\_\_ (retainage) related to the Improvements and understands that such amounts shall be paid by Developer.

The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

**E.T. MACKENZIE COMPANY OF FLORIDA, INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

**BILL OF SALE AND LIMITED ASSIGNMENT**  
**[SUMMERWOODS - PHASES IIIB & IVB UTILITIES & ROADWAY IMPROVEMENTS]**

**THIS BILL OF SALE AND LIMITED ASSIGNMENT** is made to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **VK SUMMERWOODS LLC**, a Delaware limited liability company, with an address of 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 ("**Grantor**"), and for good and valuable consideration, to it paid by the **SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Rizzetta and Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the property (together, "**Property**") described in **Exhibit A** and below to have and to hold for Grantee's own use and benefit forever:

- a) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. Without waiving any of the rights against third parties granted under Section 1(b), this conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

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

**[CONTINUED ON FOLLOWING PAGE]**



**WHEREFORE**, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

**WITNESSES**

**VK SUMMERWOODS LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

Name: \_\_\_\_\_

(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

**BILL OF SALE**  
**[SUMMERWOODS - PHASES IIIB & IVB UTILITIES & ROADWAY IMPROVEMENTS]**

KNOW ALL MEN BY THESE PRESENTS, that **SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, *Florida Statutes*, whose address is c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 ("SELLER"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from **MANATEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is Post Office Box 1000, Bradenton, Florida 34206 ("COUNTY") has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following:

**Potable Water Utilities** - All potable water lines, including but not limited to all pipes, valves, laterals to the point of connection, forcemains, tees, bends, joints, pump stations, structures, fittings, services, manholes, facilities, equipment and appurtenances thereto, located within or upon Tract A (Private Roadway), Tracts R-4 and R-5 (Public Right-of-Way) and the Public Utility Easements, identified in the plat known as Summerwoods - Phases IIIB & IVB, recorded at Plat Book 77, Pages 32 - 53, of the Public Records of Manatee County, Florida; and

**Wastewater Utilities** - All wastewater lines, including but not limited to all pipes, valves, pumps, laterals to the point of connection, forcemains, tees, bends, joints, structures, fittings, services, tees, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon Tract A (Private Roadway), Tracts R-4 and R-5 (Public Right-of-Way) and the Public Utility Easements, identified in the plat known as Summerwoods - Phases IIIB & IVB, recorded at Plat Book 77, Pages 32 - 53, of the Public Records of Manatee County, Florida; and

**Reclaimed Water Utilities** - All reclaimed water lines, including but not limited to all pipes, valves, laterals to the point of connection, forcemains, tees, bends, joints, pump stations, structures, fittings, services, manholes, facilities, equipment and appurtenances thereto, located within or upon Tract A (Private Roadway), Tracts R-4 and R-5 (Public Right-of-Way) and the Public Utility Easements, identified in the plat known as Summerwoods - Phases IIIB & IVB, recorded at Plat Book 77, Pages 32 - 53, of the Public Records of Manatee County, Florida; and

**Roadway Improvements** - All roadways and related earthwork and drainage improvements, located within or upon Tracts R-4 and R-5 (Public Right-of-Way) and the Public Utility Easements, identified in the plat known as Summerwoods - Phases IIIB & IVB, recorded at Plat Book 77, Pages 32 - 53, of the Public Records of Manatee County, Florida (and together with the subsections above, "**Improvements**").

All on the property described in Exhibit "A", attached hereto and made a part hereof, situate, lying and being in the County of Manatee, State of Florida.

TO HAVE AND TO HOLD the same unto the COUNTY, its executors, administrators, successors and assigns forever. The COUNTY shall have all rights and title to the above-described personal property.

AND the SELLER hereby covenants to and with the COUNTY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomever.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this \_\_\_\_ day of \_\_\_\_\_, 2023.

**WITNESSES:**

**SUMMER WOODS COMMUNITY DEVELOPMENT  
DISTRICT**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Its: Chairperson

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as Chairperson, of Summer Woods Community Development District, a special purpose unit of local government established under Chapter 190, *Florida Statutes*, on behalf of the District. They are personally known to me or have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name Typed, Printed or Stamped

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

WHEREFORE, the County and Seller have executed this Bill of Sale as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**MANATEE COUNTY, a political  
subdivision of the State of Florida**

By: Board of County Commissioners

By: \_\_\_\_\_  
County Administrator

STATE OF: Florida  
COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **Charlie Bishop** (County Administrator) for and on behalf of the Manatee County Board of County Commissioners **who is personally known to me** or has produced N/A as identification.

\_\_\_\_\_  
NOTARY PUBLIC Signature

\_\_\_\_\_  
Printed Name

Tab 5



Rizzetta & Company

#### UPCOMING DATES TO REMEMBER

- **Next Meeting:** February 1, 2024
- **FY 2021-2022 Audit Completion Deadline:** In progress
- **Next General Election:** November 2024
- **Quarterly Website Compliance Audit:** Completed, 100% in compliance

## District Manager's Report

November 2

# 2023

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#### FINANCIAL SUMMARY

9/30/2023

General Fund Cash & Investment  
Balance:

\$314,790

Reserve Fund Cash & Investment Balance:

\$0

Debt Service Fund Investment  
Balance:

\$1,235,370

**Total Cash and Investment  
Balances:**

**\$1,550,160**

**General Fund Expense Variance: \$ 415,086 Under Budget**

Tab 6



Rizzetta & Company

# **Summer Woods Community Development District**

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**Financial Statements  
(Unaudited)**

**September 30, 2023**

**Prepared by: Rizzetta & Company, Inc.**

[summerwoodscdd.org](http://summerwoodscdd.org)  
[rizzetta.com](http://rizzetta.com)



**Summer Woods Community Development District**

Balance Sheet

As of 09/30/2023

(In Whole Numbers)

	General Fund	Debt Service Fund	Capital Project Fund	Total Gvmnt Fund	Fixed Assets Group	Long-Term Debt
<b>Assets</b>						
Cash In Bank	314,790	0	0	314,790	0	0
Investments	0	1,235,370	174,355	1,409,724	0	0
Accounts Receivable	19,031	26,974	0	46,005	0	0
Prepaid Expenses	24,028	0	0	24,028	0	0
Refundable Deposits	1,700	0	0	1,700	0	0
Fixed Assets	0	0	0	0	21,447,240	0
Amount Available in Debt Service	0	0	0	0	0	1,262,344
Amount To Be Provided Debt Service	0	0	0	0	0	17,427,656
<b>Total Assets</b>	<b>359,549</b>	<b>1,262,344</b>	<b>174,355</b>	<b>1,796,247</b>	<b>21,447,240</b>	<b>18,690,000</b>
<b>Liabilities</b>						
Accounts Payable	18,889	0	0	18,889	0	0
Accrued Expenses	70,708	0	0	70,708	0	0
Other Current Liabilities	7	0	0	7	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	18,690,000
<b>Total Liabilities</b>	<b>89,604</b>	<b>0</b>	<b>0</b>	<b>89,604</b>	<b>0</b>	<b>18,690,000</b>
<b>Fund Equity &amp; Other Credits</b>						
Beginning Fund Balance	99,206	1,715,369	158,762	1,973,336	0	0
Investment In General Fixed Assets	0	0	0	0	21,447,240	0
Net Change in Fund Balance	170,739	(453,025)	15,593	(266,693)	0	0
<b>Total Fund Equity &amp; Other Credits</b>	<b>269,945</b>	<b>1,262,344</b>	<b>174,355</b>	<b>1,706,643</b>	<b>21,447,240</b>	<b>0</b>
<b>Total Liabilities &amp; Fund Equity</b>	<b>359,549</b>	<b>1,262,344</b>	<b>174,355</b>	<b>1,796,247</b>	<b>21,447,240</b>	<b>18,690,000</b>

See Notes to Unaudited Financial Statements

**Summer Woods Community Development District**

## Statement of Revenues and Expenditures

As of 09/30/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 09/30/2023	Year To Date 09/30/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
<b>Revenues</b>				
Special Assessments				
Tax Roll	820,641	820,641	825,900	(5,259)
Off Roll	2,172	2,172	2,172	0
Contributions & Donations from Private Sources				
Developer Contributions	250,000	250,000	0	250,000
Other Misc. Revenues				
Miscellaneous Revenue	0	0	393	(393)
<b>Total Revenues</b>	<b>1,072,813</b>	<b>1,072,813</b>	<b>828,465</b>	<b>244,348</b>
<b>Expenditures</b>				
Legislative				
Supervisor Fees	2,400	2,400	1,400	1,000
<b>Total Legislative</b>	<b>2,400</b>	<b>2,400</b>	<b>1,400</b>	<b>1,000</b>
Financial & Administrative				
Administrative Services	4,917	4,917	4,917	0
District Management	21,962	21,962	21,962	0
District Engineer	5,000	5,000	5,925	(925)
Disclosure Report	8,000	8,000	8,000	0
Trustees Fees	8,200	8,200	11,694	(3,494)
Assessment Roll	5,463	5,463	5,463	0
Financial & Revenue Collections	3,933	3,933	3,933	0
Accounting Services	19,667	19,667	19,667	0
Auditing Services	4,000	4,000	4,000	0
Arbitrage Rebate Calculation	900	900	1,800	(900)
Public Officials Liability Insurance	3,050	3,050	2,733	317
Legal Advertising	3,000	3,000	1,023	1,977
Dues, Licenses & Fees	1,500	1,500	3,808	(2,308)
Website Hosting, Maintenance, Backup & Email	2,753	2,753	3,373	(620)
<b>Total Financial &amp; Administrative</b>	<b>92,345</b>	<b>92,345</b>	<b>98,298</b>	<b>(5,953)</b>
Legal Counsel				
District Counsel	25,000	25,000	20,993	4,007
<b>Total Legal Counsel</b>	<b>25,000</b>	<b>25,000</b>	<b>20,993</b>	<b>4,007</b>
Electric Utility Services				
Utility Services	20,000	20,000	21,779	(1,779)
Utility - Street Lights	170,000	170,000	55,825	114,175

See Notes to Unaudited Financial Statements

**Summer Woods Community Development District**

## Statement of Revenues and Expenditures

As of 09/30/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 09/30/2023	Year To Date 09/30/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Total Electric Utility Services	190,000	190,000	77,604	112,396
Water-Sewer Combination Services				
Utility - Recreation Facilities	3,500	3,500	4,072	(572)
Utility - Irrigation	12,000	12,000	7,839	4,161
Total Water-Sewer Combination Services	15,500	15,500	11,911	3,589
Stormwater Control				
Stormwater Monitoring & Maintenance	10,000	10,000	0	10,000
Aquatic Maintenance	32,400	32,400	22,500	9,900
Wetland Nuisance/Exotic Species Control	76,700	76,700	21,100	55,600
Total Stormwater Control	119,100	119,100	43,600	75,500
Other Physical Environment				
Property Insurance	10,331	10,331	19,924	(9,593)
General Liability Insurance	3,730	3,730	3,819	(89)
Entry & Walls Maintenance & Repair	15,000	15,000	1,990	13,010
Landscape Maintenance	325,000	325,000	247,025	77,975
Pressure Washing	5,000	5,000	0	5,000
Plant Replacement Program	15,000	15,000	13,839	1,161
Field Services	9,000	9,000	8,400	600
Landscape - Mulch	92,613	92,613	0	92,613
Irrigation Maintenance	10,000	10,000	2,192	7,808
Total Other Physical Environment	485,674	485,674	297,189	188,485
Parks & Recreation				
Management Contract	0	0	13,999	(13,999)
Security Camera Clubhouse	20,000	20,000	442	19,558
Telephone, Internet, Cable	1,920	1,920	1,956	(36)
Playground Mulch	5,000	5,000	0	5,000
HVAC Maintenance Contract	374	374	957	(583)
Pool Furniture Replacement	20,000	20,000	8,385	11,615
Pool Service Contract	20,000	20,000	17,706	2,294
Amenity Facility - Maintenance & Repair	25,000	25,000	18,909	6,091
Playground Repairs	3,000	3,000	0	3,000
Access Control / Security Camera Maintenance & Repair	2,500	2,500	3,184	(684)
Pool Repairs	5,000	5,000	550	4,450
Trail/Bike Path Maintenance	5,000	5,000	0	5,000
Dog Park Maintenance	5,000	5,000	3,880	1,120
Total Parks & Recreation	112,794	112,794	69,968	42,826
Contingency				
Miscellaneous Contingency	30,000	30,000	36,764	(6,764)

See Notes to Unaudited Financial Statements

**Summer Woods Community Development District**

## Statement of Revenues and Expenditures

As of 09/30/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 09/30/2023	Year To Date 09/30/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Total Contingency	30,000	30,000	36,764	(6,764)
Total Expenditures	1,072,813	1,072,813	657,726	415,086
Total Excess of Revenues Over(Under) Expenditures	0	0	170,739	(170,739)
Fund Balance, Beginning of Period	0	0	99,206	(99,206)
Total Fund Balance, End of Period	0	0	269,945	(269,945)

**Summer Woods Community Development District**

## Statement of Revenues and Expenditures

As of 09/30/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 09/30/2023	Year To Date 09/30/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
<b>Revenues</b>				
Interest Earnings				
Interest Earnings	0	0	14,595	(14,595)
Special Assessments				
Tax Roll	240,400	240,400	241,940	(1,541)
Off Roll	2,000	2,000	2,000	0
Total Revenues	<u>242,400</u>	<u>242,400</u>	<u>258,535</u>	<u>(16,136)</u>
<b>Expenditures</b>				
Debt Service				
Interest	182,400	182,400	176,625	5,775
Principal	60,000	60,000	60,000	0
Total Debt Service	<u>242,400</u>	<u>242,400</u>	<u>236,625</u>	<u>5,775</u>
Total Expenditures	<u>242,400</u>	<u>242,400</u>	<u>236,625</u>	<u>5,775</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>21,910</u>	<u>(21,910)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>370,277</u>	<u>(370,277)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>392,187</u>	<u>(392,187)</u>

**Summer Woods Community Development District**

## Statement of Revenues and Expenditures

As of 09/30/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 09/30/2023	Year To Date 09/30/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
<b>Revenues</b>				
Interest Earnings				
Interest Earnings	0	0	14,650	(14,650)
Special Assessments				
Tax Roll	362,205	362,205	364,526	(2,321)
Off Roll	1,998	1,998	0	1,998
Prepayments	0	0	126,504	(126,503)
Total Revenues	<u>364,203</u>	<u>364,203</u>	<u>505,680</u>	<u>(141,476)</u>
<b>Expenditures</b>				
Debt Service				
Interest	224,203	224,203	232,155	(7,951)
Principal	140,000	140,000	345,000	(205,000)
Total Debt Service	<u>364,203</u>	<u>364,203</u>	<u>577,155</u>	<u>(212,951)</u>
Total Expenditures	<u>364,203</u>	<u>364,203</u>	<u>577,155</u>	<u>(212,951)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>(71,475)</u>	<u>71,475</u>
Total Other Financing Sources(Uses)				
Interfund Transfer (Expense)				
Interfund Transfer	0	0	(3,233)	3,233
Total Other Financing Sources(Uses)	<u>0</u>	<u>0</u>	<u>(3,233)</u>	<u>3,233</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>387,777</u>	<u>(387,777)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>313,069</u>	<u>(313,069)</u>

**Summer Woods Community Development District**

## Statement of Revenues and Expenditures

As of 09/30/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 09/30/2023	Year To Date 09/30/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
<b>Revenues</b>				
Interest Earnings				
Interest Earnings	0	0	26,367	(26,367)
Special Assessments				
Tax Roll	272,743	272,743	274,490	(1,747)
Off Roll	288,984	288,984	285,684	3,301
Prepayments	0	0	140,649	(140,649)
Total Revenues	<u>561,727</u>	<u>561,727</u>	<u>727,190</u>	<u>(165,462)</u>
<b>Expenditures</b>				
Debt Service				
Interest	351,727	351,727	362,090	(10,363)
Principal	210,000	210,000	755,000	(545,000)
Total Debt Service	<u>561,727</u>	<u>561,727</u>	<u>1,117,090</u>	<u>(555,363)</u>
Total Expenditures	<u>561,727</u>	<u>561,727</u>	<u>1,117,090</u>	<u>(555,363)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>(389,900)</u>	<u>389,900</u>
<b>Total Other Financing Sources(Uses)</b>				
Interfund Transfer (Revenue)				
Interfund Transfer	0	0	1	(1)
Interfund Transfer (Expense)				
Interfund Transfer	0	0	(10,328)	10,328
Total Other Financing Sources(Uses)	<u>0</u>	<u>0</u>	<u>(10,327)</u>	<u>10,327</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>957,315</u>	<u>(957,315)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>557,088</u>	<u>(557,088)</u>

**Summer Woods Community Development District**

## Statement of Revenues and Expenditures

As of 09/30/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 09/30/2023	Year To Date 09/30/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	3,875	(3,875)
Total Revenues	<u>0</u>	<u>0</u>	<u>3,875</u>	<u>(3,875)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>3,875</u>	<u>(3,875)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>92,376</u>	<u>(92,376)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>96,251</u>	<u>(96,251)</u>



**Summer Woods Community Development District**

## Statement of Revenues and Expenditures

As of 09/30/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 09/30/2023	Year To Date 09/30/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	151	(151)
Total Revenues	<u>0</u>	<u>0</u>	<u>151</u>	<u>(151)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>151</u>	<u>(151)</u>
Total Other Financing Sources(Uses)				
Interfund Transfer (Revenue)				
Interfund Transfer	0	0	3,233	(3,233)
Total Other Financing Sources(Uses)	<u>0</u>	<u>0</u>	<u>3,233</u>	<u>(3,233)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>2,142</u>	<u>(2,142)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>5,526</u>	<u>(5,526)</u>

**Summer Woods Community Development District**

## Statement of Revenues and Expenditures

As of 09/30/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 09/30/2023	Year To Date 09/30/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
<b>Revenues</b>				
Interest Earnings				
Interest Earnings	0	0	2,724	(2,724)
Contributions & Donations from Private Sources				
Developer Contributions	0	0	426,835	(426,835)
<b>Total Revenues</b>	<u>0</u>	<u>0</u>	<u>429,559</u>	<u>(429,559)</u>
<b>Expenditures</b>				
Other Physical Environment				
Improvements Other Than Buildings	0	0	431,552	(431,552)
Total Other Physical Environment	0	0	431,552	(431,552)
<b>Total Expenditures</b>	<u>0</u>	<u>0</u>	<u>431,552</u>	<u>(431,552)</u>
<b>Total Excess of Revenues Over(Under) Expenditures</b>	<u>0</u>	<u>0</u>	<u>(1,993)</u>	<u>1,993</u>
<b>Total Other Financing Sources(Uses)</b>				
Interfund Transfer (Revenue)				
Interfund Transfer	0	0	10,328	(10,328)
Interfund Transfer (Expense)				
Interfund Transfer	0	0	(1)	1
<b>Total Other Financing Sources(Uses)</b>	<u>0</u>	<u>0</u>	<u>10,327</u>	<u>(10,327)</u>
<b>Fund Balance, Beginning of Period</b>	<u>0</u>	<u>0</u>	<u>64,244</u>	<u>(64,244)</u>
<b>Total Fund Balance, End of Period</b>	<u>0</u>	<u>0</u>	<u>72,578</u>	<u>(72,578)</u>

**Summer Woods CDD  
Investment Summary  
9/30/2023**

<u><b>Account</b></u>	<u><b>Investment</b></u>	<u><b>Balance as of September 30, 2023</b></u>
Regions Series 2018 A-1 Revenue	Goldman Sachs Financial Square Govt Fund	\$ 194,677
Regions Series 2018 A-1 Reserve	Goldman Sachs Financial Square Govt Fund	196,541
Regions Series 2018 A-1 Interest	Goldman Sachs Financial Square Govt Fund	315
Regions Series 2018 A-1 Sinking Fund	Goldman Sachs Financial Square Govt Fund	25
Regions Series 2018 A-2 Prepayment	Goldman Sachs Financial Square Govt Fund	30
Regions Series 2020 Revenue	Goldman Sachs Financial Square Govt Fund	94,261
Regions Series 2020 Reserves	Goldman Sachs Financial Square Govt Fund	188,086
Regions Series 2020 Interest	Goldman Sachs Financial Square Govt Fund	2
Regions Series 2020 Prepayment	Goldman Sachs Financial Square Govt Fund	2,311
Regions Series 2020 Sinking Fund	Goldman Sachs Financial Square Govt Fund	313
Regions Series 2020 Redemption	Goldman Sachs Financial Square Govt Fund	1,722
Regions Series 2021 A-2 Revenue	Goldman Sachs Financial Square Govt Fund	57,864
Regions Series 2021 A-2 Reserves	Goldman Sachs Financial Square Govt Fund	151,784
Regions Series 2021 A-2 Interest	Goldman Sachs Financial Square Govt Fund	1
Regions Series 2021 A-2 Prepayment	Goldman Sachs Financial Square Govt Fund	4,906
Regions Series 2021 A-2 Sinking Fund	Goldman Sachs Financial Square Govt Fund	131
Regions Series 2021 A-3 Revenue	Goldman Sachs Financial Square Govt Fund	132,615
Regions Series 2021 A-3 Reserves	Goldman Sachs Financial Square Govt Fund	205,258
Regions Series 2021 A-3 Interest	Goldman Sachs Financial Square Govt Fund	4,026
Regions Series 2021 A-3 Sinking Fund	Goldman Sachs Financial Square Govt Fund	502
<b>Total Debt Service Fund Investments</b>		<b>\$ 1,235,370</b>
Regions Series 2018 A-1 Construction	Goldman Sachs Financial Square Govt Fund	\$ 1
Regions Series 2018 A-2 Construction	Goldman Sachs Financial Square Govt Fund	96,250
Regions Series 2020 Construction	Goldman Sachs Financial Square Govt Fund	5,526
Regions Series 2021 A-2 Construction	Goldman Sachs Financial Square Govt Fund	7,198
Regions Series 2021 A-3 Construction	Goldman Sachs Financial Square Govt Fund	65,380
<b>Total Capital Projects Fund Investments</b>		<b>\$ 174,355</b>

**Summer Woods Community Development District**  
**Summary A/R Ledger**  
**From 09/01/2023 to 09/30/2023**

	<b>Fund_ID</b>	<b>Fund Name</b>	<b>Customer</b>	<b>Invoice Number</b>	<b>AR Account</b>	<b>Date</b>	<b>Balance Due</b>
<b>193, 2190</b>							
	193-001	193 General Fund	Summer Woods HOA	AR00001258	11510	09/30/2023	19,031.09
<b>Sum for 193, 2190</b>							<b>19,031.09</b>
<b>193, 2191</b>							
	193-200	193 Debt Service Fund S2018	VK Summerwoods LLC	AR00000022	12109	07/31/2022	600.00
<b>Sum for 193, 2191</b>							<b>600.00</b>
<b>193, 2192</b>							
	193-201	193 Debt Service Fund S2020	VK Summerwoods LLC	AR00000023	12109	07/31/2022	26,373.54
<b>Sum for 193, 2192</b>							<b>26,373.54</b>
<b>Sum for 193</b>							<b>46,004.63</b>
<b>Sum Total</b>							<b>46,004.63</b>

See Notes to Unaudited Financial Statements

**Summer Woods Community Development District**  
**Summary A/P Ledger**  
**From 09/1/2023 to 09/30/2023**

	Fund Name	GL posting date	Vendor name	Document number	Description	Balance Due
<b>193, 2190</b>						
	193 General Fund	09/28/2023	Kutak Rock, LLP	3282786	Legal Services 08/23	3,262.28
	193 General Fund	09/27/2023	Manatee County Utilities Department	MCUD Summary 09/23	MCUD Summary 09/23	607.04
	193 General Fund	09/27/2023	Manatee County Utilities Department	MCUD Summary 09/23	MCUD Summary 09/23	916.51
	193 General Fund	09/30/2023	Peace River Electric Cooperative, Inc.	185639004 09/23	9324 Westernwoods Ave 09/23	104.22
	193 General Fund	09/30/2023	Rizzetta & Company, Inc.	INV0000084271	Personnel Reimbursement 09/30/23	13,999.07
<b>Sum for 193, 2190</b>						<b>18,889.12</b>
<b>Sum for 193</b>						<b>18,889.12</b>
<b>Sum Total</b>						<b>18,889.12</b>

**Custody Account - Series 2021 AA2 & AA3**

<b>Inflows:</b>	<b>Developer Contribution</b>	<b>\$</b>	<b>4,704,875.20</b>
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<b>Total Developer Contributions:</b>	<b>4,704,875.20</b>
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<b>Total Inflows</b>	<b>\$ 4,704,875.20</b>
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Requisition Date	Number	Contractor	Amount	Status As of 09/30/23
07/01/21	CUS1	Fortiline, Inc.	\$ (192,308.14)	Cleared
07/14/21	CUS2	Atlantic TNG, LLC	(21,824.00)	Cleared
07/14/21	CUS3	Jon M. Hall Company, LLC	(485,163.81)	Cleared
08/04/21	CUS4	Jon M. Hall Company, LLC	(461,429.68)	Cleared
08/04/21	CUS5	Atlantic TNG, LLC	(24,937.00)	Cleared
08/04/21	CUS6	Morris Engineering & Consulting, Inc	(8,250.00)	Cleared
08/09/21	CUS7	Atlantic TNG, LLC	(28,952.00)	Cleared
08/09/21	CUS8	Fortiline, Inc.	(30,138.00)	Cleared
08/09/21	CUS9	Rinker Materials	(127,401.48)	Cleared
08/09/21	CUS10	Armorock	(151,633.00)	Cleared
08/30/21	CUS11	Jon M. Hall Company, LLC	(343,338.11)	Cleared
09/14/21	CUS12	Fortiline, Inc.	(282,008.71)	Cleared
09/14/21	CUS13	Rinker Materials	(62,042.08)	Cleared
09/27/21	CUS14	Atlantic TNG, LLC	(37,844.00)	Cleared
09/27/21	CUS15	Morris Engineering & Consulting, Inc	(3,750.00)	Cleared
09/27/21	CUS16	Rinker Materials	(17,238.52)	Cleared
09/30/21	CUS17	Rinker Materials	(4,411.76)	Cleared
10/18/21	CUS18	Jon M. Hall Company, LLC	(650,533.18)	Cleared
08/17/22	CUS19	Jon M. Hall Company, LLC	(209,992.57)	Cleared
08/26/22	CUS20	Jon M. Hall Company, LLC	(44,943.24)	Cleared
08/30/22	CUS21	Jon M. Hall Company, LLC	(352,507.05)	Cleared
08/30/22	CUS22	Jon M. Hall Company, LLC	(177,200.18)	Cleared
09/21/22	CUS23	ADT Commercial	(4,388.22)	Cleared
09/21/22	CUS24	Hardscapes 2, Inc.	(9,790.00)	Cleared
09/21/22	CUS25	Jon M. Hall Company, LLC	(179,540.66)	Cleared
11/30/22	CUS 26	Faulkner Engineering Services, Inc.	(3,790.00)	Cleared
11/30/22	CUS 27	Jon M. Hall Company, LLC	(221,649.21)	Cleared
11/30/22	CUS 28	Morris Engineering & Consulting, LLC	(13,775.00)	Cleared
12/02/22	CUS29	Jon M. Hall Company, LLC	(14,121.75)	Cleared
12/02/23	CUS30	Jon M. Hall Company, LLC	(298,153.96)	Cleared
12/02/22	CUS31	Morris Engineering & Consulting, LLC	(11,250.00)	Cleared
01/10/23	CUS32	Jon M. Hall Company, LLC	(85,537.89)	Cleared
02/01/23	CUS33	Morris Engineering & Consulting, LLC	(10,750.00)	Cleared
02/23/23	CUS34	Faulkner Engineering Services, Inc.	(42,252.00)	Cleared
02/23/23	CUS35	Morris Engineering & Consulting, LLC	(9,050.00)	Cleared
03/28/23	CUS36	Faulkner Engineering Services, Inc.	(35,700.00)	Cleared

**SUMMER WOODS  
COMMUNITY DEVELOPMENT DISTRICT**

**Custody Account - Series 2021 AA2 & AA3**

**Construction Custody Account Activity Through September 30, 2023**

04/14/23	CUS37	Armorock	(17,800.00)	Cleared
05/04/23	CUS38	GeoPoint	(1,280.00)	Cleared
06/27/23	CUS39	Morris Engineering & Consulting, LLC	(5,200.00)	Cleared
06/27/23	CUS40	Morris Engineering & Consulting, LLC	(6,900.00)	Cleared
07/31/23	CUS41	Morris Engineering & Consulting, LLC	(3,600.00)	Cleared
08/04/23	CUS42	Morris Engineering & Consulting, LLC	(3,000.00)	Cleared
09/05/23	CUS43	Morris Engineering & Consulting, LLC	(9,500.00)	Cleared

**Total Requisitions:** (4,704,875.20)

**Total Requisitions:** (4,704,875.20)

**Total Outflows:** (4,704,875.20)

**Series 2021 AA2 & AA 3 Construction Custody Account Balance at September 30, 2023:** \$ 0.00



**Summer Woods Community Development District  
Notes to Unaudited Financial Statements  
September 30, 2023**

**Balance Sheet**

1. Trust statement activity has been recorded through 09/30/23.
2. See EMMA (Electronic Municipal Market Access) at <https://emma.msrb.org> for Municipal Disclosures and Market Data.

**Summary A/R Ledger – Payment Terms**

3. Payment terms for landowner assessments are (a) defined in the FY22-23 Assessment Resolution adopted by the Board of Supervisors, (b) pursuant to Florida Statutes, Chapter 197 for assessments levied via the county tax roll.

Tab 7

**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 regular meeting of the Board of Supervisors of the Summer Woods Community Development District was held on **Thursday, August 3, 2023 at 10:10 a.m.** at the Eagle Pointe Clubhouse, located at 11450 Moonsail Dr., Parrish, FL 34219.

Present and constituting a quorum were:

Candice Smith	<b>Board Supervisor, Chairman</b>
Roger Aman	<b>Board Supervisor, Vice Chairman</b>
Alyssa Livingstone	<b>Board Supervisor, Assistant Secretary</b>
Chris Sullivan	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Matt O’Nolan	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Taylor Nielsen	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Matt Morris	<b>District Engineer, Morris Engineering (via phone)</b>
Michael Eckert	<b>District Counsel, Kutack Rock</b>
Joe McCallister	<b>Clubhouse Manager, Rizzetta &amp; Company, Inc.</b>

Audience	<b>Present</b>
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**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. O’Nolan called the meeting to order and conducted the roll call.

**SECOND ORDER OF BUSINESS**

**Public Comment**

The Board heard audience comments regarding splash pad area damage and too much water pressure, splinters on the benches, loud music at the pool area late at night.

**THIRD ORDER OF BUSINESS**

**Consideration of County Land  
Conveyance**

Peter Morrow with Manatee County Presented a synopsis of the County Land Conveyance to the Board.

Rob Engel, with Stantec, gave a presentation and hosted a Q&A session afterwards.

On a motion by Mr. Aman, seconded by Ms. Livingstone, with all in favor, the Board approved the County Land Conveyance, for the Summer Woods Community Development District.

**FOURTH ORDER OF BUSINESS**

**STAFF REPORTS**

**A. Landscape Inspection Report & Responses**

Mr. O’Nolan presented the Landscape Inspection Report & Responses to the Board for review. It was mentioned that the Sables keep dying from the fungus, so the Board requested for them not to be replaced. Ms. Smith asked about the landscaping behind Pond L48. Mr. Nielsen commented that it was maintained quarterly and will be taken care of.

**B. Waterway Management Report**

The Board reviewed the report. There were no questions or concerns.

**C. District Counsel**

Present, no report.

**D. District Engineer**

Present, via phone, no report.

**E. District Manager**

Mr. O’Nolan advised the next regular scheduled meeting of the Board of Supervisors is scheduled for Thursday, November 2, 2023 at 10:30 am.

1. Review of District Manager Report

Mr. O'Nolan presented the District Manager Report to the Board.

The District is currently \$348,865 under budget as of 6/30.

2. Review of Financial Statement

The Board reviewed the latest Financial Statement. There were no questions or concerns.

**FIFTH ORDER OF BUSINESS**

**Consideration of Minutes of the Board of Supervisors' Meeting held on May 4, 2023 and the Operation and Maintenance Expenditures for the Months of April, May & June 2023**

On a Motion by Mr. Aman, seconded by Mr. Sullivan, with all in favor, the Board approved the Minutes of the Board of Supervisor's Meeting held on May 4, 2023, and the Operation and Maintenance Expenditures for the Months of April (\$33,426.32), May (\$57,109.08) & June (\$47,536.91) 2023, for the Summer Woods Community Development District.

**SIXTH ORDER OF BUSINESS**

**Public Hearing on Fiscal Year 2023/2024 Final Budget**

On a motion by Mr. Aman, seconded by Mr. Sullivan, with all in favor, the Board approved to open the Public Hearing on Fiscal Year 2023-2024 Budget, for the Summer Woods Community Development District.

On a motion by Mr. LaFollette, seconded by Mr. Dornetto, with all in favor, the Board approved to close the Public Hearing on Fiscal Year 2023-2024 Budget, for the Summer Woods Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-08,  
Adopting the Final Budget for FY 23-24**

On a motion by Mr. Aman, seconded by Ms. Smith, with all in favor, the Board adopted Resolution 2023-08, Adopting the Final Budget for FY 2023/2024, for the Summer Woods Community Development District.

**EIGHTH ORDER OS BUSINESS**

**Public Hearing on Fiscal Year 2023/2024  
Assessments**

On a motion by Mr. Aman, seconded by Mr. Sullivan, with all in favor, the Board approved to open the Public Hearing on Fiscal Year 2023-2024 Assessments, for the Summer Woods Community Development District.

On a motion by Mr. Lafollette, seconded by Mr. Dornetto, with all in favor, the Board approved to close the Public Hearing on Fiscal Year 2023-2024 Assessments, for the Summer Woods Community Development District.

**NINTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-09,  
Levying O&M Assessment for FY 23-24**

On a motion by Mr. Aman, seconded by Ms. Livingstone, with all in favor, the Board adopted Resolution 2023- 09, Levying O&M Assessment for FY 23-24, for the Summer Woods Community Development District.

**TENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-10,  
Setting Meeting Schedule for FY 23-24**

On a motion by Mr. Aman, seconded by Mr. Sullivan, with all in favor, the Board adopted Resolution 2023-10 setting meeting schedule for FY 23-24 with the revision of moving the meeting time back to 10:30am, for the Summer Woods Community Development District.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Security Guard  
Proposals**

On a motion by Mr. Sullivan, seconded by Mr. Aman, with all in favor, the Board approved the Marcss Security proposal, requesting District Counsel to draft the contract and the Board Chair is authorized to sign, for the Summer Woods Community Development District.

The contract should provide for patrol vehicle options and weekly hours to fluctuate as needed.

**TWELFTH ORDER OF BUSINESS****Consideration of Holiday Lighting Proposal**

On a motion by Ms. Livingstone, seconded by Mr. Sullivan, with all in favor, the Board approved the Illumination Holiday Lighting proposal with a NTE of \$27,000.00 authorizing Chair to select and approve with District Counsel drafting agreement, for the Summer Woods Community Development District.

**THIRTEENTH ORDER OF BUSINESS****Acceptance of the FY 21-22 Audit Report**

On a motion by Mr. Aman, seconded by Ms. Smith, with all in favor, the Board accepted the FY 21-22 Audit Report, which came back as a clean audit with no adverse findings, for the Summer Woods Community Development District.

**FOURTEENTH ORDER OF BUSINESS****Consideration of Free Library request**

On a motion by Mr. Aman, seconded by Ms. Livingstone, with all in favor, the Board approved the free library request, agreeing that the residents will supply all funds, installations, and maintenance, for the Summer Woods Community Development District.

The CDD has authority to remove if not maintained.

**FIFTEENTH ORDER OF BUSINESS****Consideration Playground Proposals**

The Board requested additional exploration in ability to expand playground swings.

**SIXTEENTH ORDER OF BUSINESS****Consideration of Resolution 2023-11, Trespass Program**

On a motion by Mr. Aman, seconded by Mr. Sullivan, with all in favor, the Board adopted Resolution 2023-11 and the Board approved to add resident Mark Sigman and Marcss Security as authorized to trespass, for the Summer Woods Community Development District.



**SEVENTEENTH ORDER OF BUSINESS**

**Supervisor Requests and Audience Comments**

The Board requested the A/C be monitored in the amenity restrooms as it is too cold.

The Board requested a water quality report on the pool.

On a Motion by Ms. Smith, seconded by Mr. Aman, with all in favor, the Board accepted the resignation of Ed Suchora in seat 4, for the Summer Woods Community Development District.

On a Motion by Ms. Smith, seconded by Mr. Sullivan, with all in favor, the Board appointed resident Mathew Ruxton to vacant seat 4, for the Summer Woods Community Development District.

**EIGHTEENTH ORDER OF BUSINESS**

**Adjournment**

Mr. O'Nolan stated there was no further business to come before the Board and asked for a motion to adjourn the meeting.

On a Motion by Mr. Aman, seconded by Ms. Livingstone, with all in favor, the Board, Adjourned the Meeting at 11:58 a.m., for the Summer Woods Community Development District.

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairman / Vice Chairman

Tab 8

# Summer Woods Community Development District

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District Office · Riverview, Florida · (813)-533-2950

Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

[www.summerwoodscdd.org](http://www.summerwoodscdd.org)

## Operations and Maintenance Expenditures

**For Board Approval**

**July 2023**

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2023 through July 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$41,365.42**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_Chairperson

\_\_\_\_\_Vice Chairperson

\_\_\_\_\_Assistant Secretary

# Summer Woods Community Development District

## Paid Operation & Maintenance Expenditures

July 1, 2023 Through July 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
ADT Commercial	100190	150941756	Add (2) Doors - Access Control System 06/23	\$ 3,183.72
ADT Commercial	100190	151007872 07/23	Security System Services 07/23	\$ 217.25
ADT Commercial	100197	151034384 06/23	Service Call 06/23	\$ 75.00
Badger Bob's Electrical	100198	458003	Service Call - Men's Restroom 06/23	\$ 273.14
BrightView Landscape Services, Inc.	100191	8467659	Irrigation Repairs 06/23	\$ 220.00
BrightView Landscape Services, Inc.	100191	8468663	Remove Palm - Daybreak 06/23	\$ 368.94
BrightView Landscape Services, Inc.	100191	8487394	Fertilization 06/23	\$ 3,118.79
BrightView Landscape Services, Inc.	100199	8472215	Monthly Landscape Maintenance 07/23	\$ 15,018.42
Disclosure Services, LLC	100200	6 - 193	Amortization Schedule Series 2020 & 2021 A2	\$ 1,000.00
Doody Free	100192	24538 07/23	Dog Station Maintenance 07/23	\$ 388.00
Frontier Florida, LLC	ACH	941-776-8134-0604205 06/23	Internet Service 06/23	\$ 160.00
Frontier Florida, LLC	ACH	941-776-8134-0604205 07/23	Internet Service 07/23	\$ 176.40
Innersync Studio, Ltd	100193	21438	ADA Website Quarterly 07/23	\$ 384.38

# Summer Woods Community Development District

## Paid Operation & Maintenance Expenditures

July 1, 2023 Through July 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Jan-Pro of Manasota	100201	1191	Janitorial Supplies 07/23	\$ 47.24
Jan-Pro of Manasota	100201	77315	Janitorial Service 07/23	\$ 1,095.00
Kutak Rock, LLP	100194	3238615	Legal Services 05/23	\$ 1,515.50
Manatee County Utilities Department	ACH	MCUD Summary 06/23	MCUD Summary 06/23	\$ 467.16
Manatee County Utilities Department	ACH	MCUD Summary 06/23	MCUD Summary 06/23	\$ 916.60
Nick Knows LLC	100195	PTCDD58	Repair Fan 06/23	\$ 325.00
Nick Knows LLC	100195	SWCDD54	Pressure Wash Playground & Repair Splash Pad	\$ 550.00
Nick Knows LLC	100195	SWCDD54	Pressure Wash Playground & Repair Splash Pad	\$ 275.00
Peace River Electric Cooperative, Inc.	ACH	170982003 06/23 ACH	Amenity Center 06/23	\$ 1,387.82
Peace River Electric Cooperative, Inc.	ACH	Electric Summary 06/23 193 ACH	Electric Summary 06/23	\$ 190.43
Rizzetta & Company, Inc.	100188	INV0000081453	Mass Mailing - Budget Notice 06/23	\$ 882.71
Rizzetta & Company, Inc.	100189	INV0000081327	District Management Fees 07/23	\$ 5,021.59
Rizzetta & Company, Inc.	100196	INV0000081502	General Management & Oversight 07/23	\$ 373.33
Suncoast Pool Service, Inc.	100202	9480	Monthly Pool Cleaning & Maintenance 07/23	\$ 1,534.00
Superior Waterway Services, Inc.	100203	88091	Lake Maintenance 07/23	\$ <u>2,200.00</u>
<b>Report Total</b>				<b>\$ <u>41,365.42</u></b>

# Summer Woods Community Development District

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[www.summerwoodscdd.org](http://www.summerwoodscdd.org)

## Operations and Maintenance Expenditures

**For Board Approval**

**August 2023**

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2023 through August 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$56,997.52**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_Chairperson

\_\_\_\_\_Vice Chairperson

\_\_\_\_\_Assistant Secretary

# Summer Woods Community Development District

## Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Admiral Furniture, LLC	100213	247741	Balance Due - Pool Furniture 07/23	\$ 4,192.50
Admiral Furniture, LLC	100224	147696	Balance Due - Furniture Upholstery (ACFQ62477) 07/23	\$ 123.00
ADT Commercial	100206	151401811 08/23	Security System Services 08/23	\$ 172.09
ADT Commercial	100217	151499467	Service Call 07/23	\$ 75.00
Bad Boar Trapping and Outfitters, LLC	100214	1994	Deposit - Install Fence Panels 08/23	\$ 740.00
BrightView Landscape Services, Inc.	100218	8533453	Fertilize 07/23	\$ 540.00
BrightView Landscape Services, Inc.	100218	8540238	Remove (4) Palms - Common Areas 07/23	\$ 700.00
BrightView Landscape Services, Inc.	100221	8514830	Monthly Landscape Maintenance 08/23	\$ 15,018.42
Candice Smith	100215	CS080323 (Smith)	Board of Supervisors Meeting 08/03/23	\$ 200.00
Christopher L Sullivan	100216	CS080323 (Sullivan)	Board of Supervisors Meeting 08/03/23	\$ 200.00
Decorating Elves, Inc.	100219	I231823754	Preventative Fixture Maintenance 08/23	\$ 206.03
Disclosure Services, LLC	100225	7 - 193	Amortization Schedule Series 2020 & 2021A	\$ 500.00
Doody Free	100207	24935 08/23	Dog Station Maintenance 08/23	\$ 388.00



# Summer Woods Community Development District

## Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Eco-Logic Services, LLC	100208	3083	Maintenance of Buffers & Upland Area Phases 1-4 07/23	\$ 19,850.00
Frontier Florida, LLC		941-776-8134-0604205 08/23	Internet Service 08/23	\$ 160.00
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, PA	100220	313176	Legal Services - Moccasin Wallow Roadway Project 06/23	\$ 260.00
Jan-Pro of Manasota	100209	1204	Janitorial Supplies 08/23	\$ 94.45
Jan-Pro of Manasota	100209	77701	Janitorial Service 08/23	\$ 1,095.00
Kutak Rock, LLP	100205	3252045	Legal Services 06/23	\$ 322.50
McClatchy Company, LLC	100210	187685	Legal Advertising 04/23	\$ 114.66
Peace River Electric Cooperative, Inc.	100211	185639004 08/23	Initial Account Setup - 9324 Westernwoods Ave - 08/23	\$ 330.00
Peace River Electric Cooperative, Inc.	ACH	170982003 07/23 AUTO PAY	Amenity Center 07/23	\$ 1,625.94
Peace River Electric Cooperative, Inc.	ACH	Electric Summary 07/23 193 AUTO PAY	Electric Summary 07/23	\$ 184.76
Rizzetta & Company, Inc.	100204	INV0000082190	District Management Fees 08/23	\$ 5,021.59
Rizzetta & Company, Inc.	100212	INV0000082331	General Management & Oversight 08/23	\$ 373.33
Summer Woods CDD			Debit Card Replenishment 08/23	\$ 776.25
Suncoast Pool Service, Inc.	100222	9562	Monthly Pool Cleaning & Maintenance 08/23	\$ 1,534.00

# Summer Woods Community Development District

## Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Superior Waterway Services, Inc.	100223	88722	Lake Maintenance 08/23	<u>\$ 2,200.00</u>
<b>Report Total</b>				<b><u>\$ 56,997.52</u></b>

# Summer Woods Community Development District

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District Office · Riverview, Florida · (813)-533-2950

Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

[www.summerwoodscdd.org](http://www.summerwoodscdd.org)

## Operations and Maintenance Expenditures

### For Board Approval September 2023

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2023 through September 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$56,943.70**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_Chairperson

\_\_\_\_\_Vice Chairperson

\_\_\_\_\_Assistant Secretary

# Summer Woods Community Development District

## Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Admiral Furniture, LLC	100226	147940	Pool Furniture 08/23	\$ 1,923.48
ADT Commercial	100230	151827402	Security System Services 09/23	\$ 184.17
ADT Commercial	100234	151927925	Service Call 08/23	\$ 75.00
AMTEC	100235	6835-09-23	Arbitrage Rebate Calculation Series 2021	\$ 450.00
AMTEC	100235	7091-09-23	Arbitrage Rebate Calculation Series 2021	\$ 450.00
Bad Boar Trapping and Outfitters, LLC	100236	2014	Install Fence Panels 09/23	\$ 740.00
BrightView Landscape Services, Inc.	100241	8560733	Monthly Landscape Maintenance 09/23	\$ 15,018.42
BrightView Landscape Services, Inc.	100246	8579611	Fertilizer Application 08/23	\$ 1,860.00
BrightView Landscape Services, Inc.	100246	8585442	Remove (5) Palms - Common Areas 08/23	\$ 875.00
Doody Free	100242	25327	Dog Station Maintenance 09/23	\$ 388.00
Egis Insurance Advisors, LLC	100247	19687	Workers Comp Insurance - WC100123348 10/01/23-10/01/24	\$ 850.00
Frontier Florida, LLC	ACH	941-776-8134-0604205 09/23	Internet Service 09/23	\$ 160.00
Icard, Merrill, Cullis, Timm, Furen & Associates, LLC	100231	313669	Legal Services - Moccasin Wallow Roadway Project 07/23	\$ 260.00

# Summer Woods Community Development District

## Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Illuminations Holiday Lighting, LLC	100237	93923D	50% Deposit - Holiday Lighting 09/23	\$ 13,500.00
Jan-Pro of Manasota	100238	1224	Janitorial Supplies 07/23	\$ 137.33
Jan-Pro of Manasota	100243	78109	Janitorial Service 09/23	\$ 1,095.00
Kutak Rock, LLP	100232	3268050	Legal Services 07/23	\$ 1,032.00
Manatee County Utilities Department	100227	MCUD Summary 07/23	MCUD Summary 07/23	\$ 1,378.83
Manatee County Utilities Department	100227	MCUD Summary 08/23	MCUD Summary 08/23	\$ 1,239.42
McClatchy Company, LLC	100239	205303	Legal Advertising 0712/23 & 07/19/23	\$ 266.26
Peace River Electric Cooperative, Inc.	ACH	Electric Summary 08/23	Electric Summary 08/23	\$ 184.87
Peace River Electric Cooperative, Inc.	ACH	170982003 08/23 AUTO PAY	Amenity Center 08/23	\$ 1,522.00
Regions Bank Corporate Trust	100233	111142	Trustee Fee Series 2021 - Assessment Area Three	\$ 3,500.00
Rizzetta & Company, Inc.	100228	INV0000083306	General Management & Oversight 09/23	\$ 373.33
Rizzetta & Company, Inc.	100229	INV0000083176	District Management Fees 09/23	\$ 5,021.59
Site Masters of Florida, LLC	100240	091423-1	Re-grade Slab with Benches - Amenity Center 09/23	\$ 600.00

# Summer Woods Community Development District

## Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Suncoast Pool Service, Inc.	100244	9647	Monthly Pool Cleaning & Maintenance 09/23	\$ 1,534.00
Superior Waterway Services, Inc.	100245	89023	Quarterly Aeration Maintenance 09/23	\$ 125.00
Superior Waterway Services, Inc.	100245	89334	Lake Maintenance 09/23	<u>\$ 2,200.00</u>
<b>Report Total</b>				<b><u>\$ 56,943.70</u></b>

Tab 9


## CONTRACT ADDENDUM

The following provisions govern the agreement between the Summer Woods Community Development District and Eco-Logic Services LLC dated October 16, 2023 ("**Agreement**"), which is attached hereto as **Exhibit A**:


1. **EFFECTIVE DATE.** The Agreement shall be deemed effective as of the date of the full execution of the Agreement and this Addendum.
2. **STANDARD OF CARE; INDEMNIFICATION.** Contractor shall use reasonable care in performing the services, and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.
3. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the insurance identified in the Certificate of Insurance attached hereto as **Exhibit B**. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
4. **SOVEREIGN IMMUNITY.** Contractor further agrees that nothing in the Agreement between the parties 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.
5. **TERMINATION.** The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 5 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
6. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*.
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 fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
8. **SCRUTINIZED COMPANIES.** 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 this Agreement.
9. **E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
10. **CONFLICTS.** To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

**IN WITNESS WHEREOF**, the parties execute the foregoing Addendum.

**ECO-LOGIC SERVICES LLC**

  
 By: Peter Nabor  
 Its: Principal

**SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT**

  
 By: Candice Bain  
 Its: Chairman

**Exhibit A:** Proposal  
**Exhibit B:** Insurance Certificate with Endorsements



# SUMMERWOODS



## 1.0 Treatment of Lakes in Phases 3 & 4

Eco-Logic will treat the cattails and primrose willow currently growing around the lakes in Phases 3 & 4 of the Summerwoods site. Plants will be treated with an appropriate herbicide and in approximately two weeks, the plants will be cut, and the material will be collected, loaded into trailers, and hauled to an appropriate facility for disposal. This is a one-time treatment to get the areas cleaned up so the CDD lake maintenance program can be initiated.

## 2.0 Additional Services

Additional services requested by the Client will be provided and billed as agreed to in writing (including email) under this task. Significant items will be performed under an addendum to this Agreement. Additional Services may include meetings, coordination or negotiation with the regulatory agencies regarding permit compliance, or other services not specifically detailed in this Scope of Services. Eco-Logic Services is pleased to provide these services, and any fees associated with this task will be incurred only at the request of, or with prior authorization of the Client.

## 3.0 Cost

Compensation for services rendered pursuant to this Agreement will be paid based on the following:

1.0 Treatment of Lakes in Phases 3 & 4.....	\$4,775.00
2.0 Additional Services.....	to be billed as requested

Invoices will be submitted monthly based on the work completed and assumptions provided in this proposal. Lump sum tasks will be billed based on percent completion of the task. Additional services will be provided subject to additional compensation, based on verbal or written authorization by the Client.

## 4.0 Assumptions of this Proposal

- 4.1 The Client will make provision for Eco-Logic Services to enter the work area as required to perform services under this Agreement.
- 4.2 Upon request or as required to perform the services under this Agreement, the Client will provide all relevant plans and permits.
- 4.3 This proposal was prepared using the best information available to us at the time this Scope was compiled. Additional materials or services will be provided for additional compensation through a written amendment to this Agreement.
- 4.4 The fees in this Agreement do not include any sales, value added, or other taxes that may be required by the government. Any such taxes will be added to invoices as required.
- 4.5 All work products under this Agreement may be used in marketing, advertising, resume, and other similar business development materials. Use of such materials shall be in accordance with industry standards and normal business practices.



Figure 1. Site map for the Summerwoods site showing locations of the work areas.

Tab 10

# AGREEMENT FOR ENVIRONMENTAL SERVICES



Proposal Date: September 12, 2023

This Agreement is made effective by and between:

## "Client"

Name: Summerwoods CDD  
Address: c/o Rizzetta & Company  
9530 Marketplace Road, Suite 206  
Fort Myers, Florida 33912  
Phone: 813.533.2950 Ext.: 9475  
Representative: Taylor Nielsen  
Email: tnielsen@rizzetta.com

## "Eco-Logic Services"

Name: Eco-Logic Services LLC  
Address: PO Box 18204  
Sarasota, FL 34276  
Phone: (941) 302-1206  
Representative: Peter Nabor  
Email: Pete@Eco-Logic-Services.com

**Project:** Summerwoods Phase 3 and 4

**Project Location:** Manatee County, FL

**Fee Type:** Unit price per attached Scope of Services

**Retainer:** No

**Scope of Services:** Attached

### Special Conditions:

- This document is a proprietary product produced by Eco-Logic Services and represents a considerable investment of resources with no compensation. Any reproduction, transmittal, or reuse of this document, or any portion thereof, by any third party without the express written consent of Eco-Logic Services is prohibited under penalty of legal action.
- All rates and fees shall be subject to renegotiation if this Agreement is not signed and returned within thirty days of date above.
- This Agreement with the attached Scope of Services and Terms and Conditions constitute the complete agreement between Eco-Logic Services and Client with respect to the scope of services hereunder.

## Eco-Logic Services LLC

By: \_\_\_\_\_

Print Name: Peter Nabor

Title: Principal / Senior Project Scientist

Date: September 12, 2023

## Summerwoods CDD

By: \_\_\_\_\_

Print Name: Candice Bain

Title: Chairman

Date: Sep 27, 2023



# SUMMERWOODS



## 1.0 Maintenance of Planted Ponds 26, 27, 28, and 29

Eco-Logic Services will perform ongoing maintenance in Lakes 26, 27, 28, and 29 (shaded yellow on Figure 1) at Summerwoods. Although these areas are labeled lakes on the plan, they are actually shallow detention areas into which native plants are to be installed. Selective herbicide maintenance will target larger “weedy” vegetation in the retention areas. All herbicide treatments will be supervised by a state-certified aquatic herbicide applicator. Unless specifically stated otherwise above, because the amount of vegetation treated should be minimal or herbaceous in nature, the treated vegetation will be left standing in place to naturally decompose. If directed by the Client, manual cutting and/or removal of treated material may be provided and billed based on an estimated additional fee under the Additional Services task or as an addendum to this Agreement.

## 2.0 Additional Services

Additional services requested by the Client will be provided and billed as agreed to in writing (including email) under this task. Significant items will be performed under an addendum to this Agreement. Additional Services may include manual removal of undesirable material, meetings, coordination or negotiation with the regulatory agencies regarding permit compliance, or other services not specifically detailed in this Scope of Services. Eco-Logic Services is pleased to provide these services, and any fees associated with this task will be incurred only at the request of, or with prior authorization of the Client.

## 3.0 Cost

Compensation for services rendered pursuant to this Agreement will be paid based on the following:

- |  |                                  |
|--|----------------------------------|
| <b>1.0 Maintenance of Planted Ponds 26, 27, 28, and 29 .....</b> | <b>\$775/bi-monthly event</b>    |
| <b>2.0 Additional Services.....</b>                              | <b>to be billed as requested</b> |

Invoices will be submitted monthly based on the schedule of services and assumptions provided in this proposal. Additional services will be provided subject to additional compensation, based on verbal or written authorization by the Client. The Client shall pay all invoices within thirty days of receipt. The services specified above will be provided without interruption based upon automatic annual renewals. Eco-Logic Services has the option of increasing the fees up to five percent each calendar year until this Agreement is terminated pursuant to the Terms and Conditions of this Agreement.

## 4.0 Assumptions of this Proposal

- 4.1 The Client will make provision for Eco-Logic Services to enter the work area as required to perform services under this Agreement.
- 4.2 Upon request or as required to perform the services under this Agreement, the Client will provide all relevant plans and permits.
- 4.3 This proposal was prepared using the best information available to us at the time this Scope was compiled. Additional materials or services will be provided for additional compensation through a written amendment to this Agreement.
- 4.4 This Agreement does not include permit modifications, negotiations with regulatory agencies, or corrective actions for compliance issues.
- 4.5 Ongoing maintenance includes herbicide treatment only. Selective cutting of treated material may be performed for an additional fee.

- 4.6 The selective use of standard aquatic herbicides (including glyphosate) will be accepted as an appropriate maintenance methodology within the treatment areas. If these products are restricted, banned or otherwise not allowed to be used on the site, additional fees for alternative products will likely be required.
- 4.7 No trash, garbage, or debris cleanup is included in this proposal. Service requests for trash cleanup will be performed based on an estimated additional fee provided in writing prior to the event.
- 4.8 Because it will harm planted material, no treatment of algae is proposed for these areas.
- 4.9 All work products under this Agreement may be used in marketing, advertising, resume, and other similar business development materials. Use of such materials shall be in accordance with industry standards and normal business practices.
- 4.10 This proposal is offered as a package and if only a portion of the proposal is selected, Eco-Logic Services reserves the right to adjust the fees for the tasks selected.



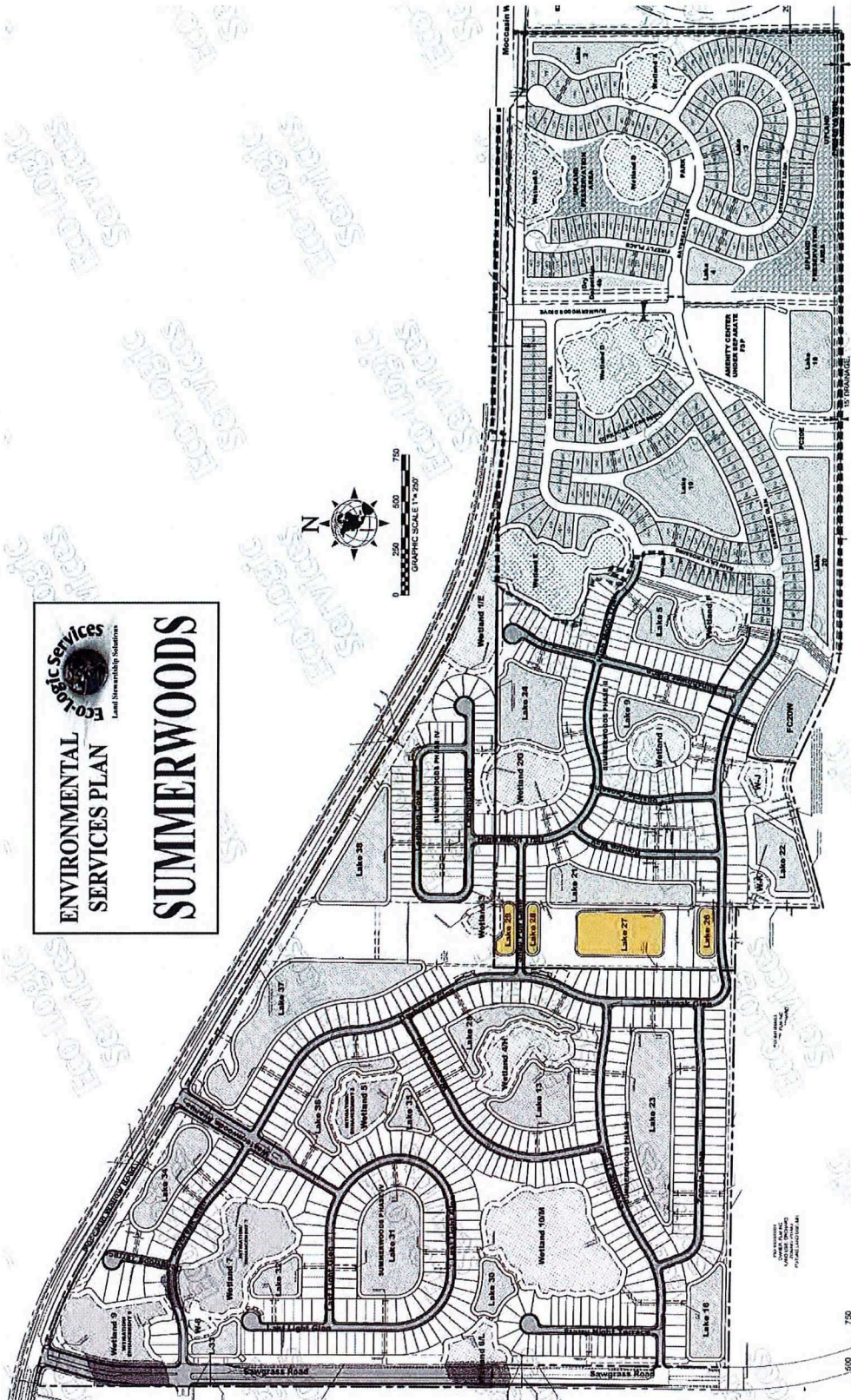


Figure 1. Site map for Summerwoods showing locations of the proposed work areas.



## TERMS AND CONDITIONS

**DESCRIPTION OF SERVICES:** Eco-Logic Services will provide the services described in the Scope of Services included in this Agreement to the Client for the stated fee in accordance with these terms and conditions:

**PAYMENT:** Client agrees to pay Eco-Logic Services according to the Fee Schedule provided in the attached Scope of Services. Invoices shall be submitted monthly for the work performed in the previous month. If any invoice is not paid within 30 days, interest will be added to and payable on all overdue amounts at 1.5% per month (18% per year) or the maximum legal rate of interest allowable. Client shall pay all costs of collection, including without limitation, reasonable attorney fees. If Client disputes any portion of an invoice, the Client must notify Eco-Logic Services in writing of the disputed item within 10 days of the date of the invoice. If any invoice is not paid in full within 60 days of the invoice date, Eco-Logic Services may immediately suspend all or any portion of the services until payment is received in full and Eco-Logic Services has the option to treat such failure to pay as a material breach of this Agreement and/or seek legal remedies.

**LIMITATION OF LIABILITY:** Neither party will be liable for breach-of-contract damages suffered by the other that are remote or speculative, or that could not reasonably have been foreseen on entry into this agreement. Eco-Logic Services' liability for any breach-of-contract claims under this agreement will not exceed the Compensation received from the Client under this agreement over a six-month period immediately preceding the claim. No claim may be brought against Eco-Logic Services in contract or tort more than one year after the cause of action arose. Any claim, suit, demand or action brought under this Agreement shall be directed and/or asserted only against Eco-Logic Services and not against any employees, shareholders, officers or directors of Eco-Logic Services.

**TERM:** This Agreement will terminate automatically upon completion of the Scope of Services by Eco-Logic Scope of Services. For ongoing services tasks, the portion of the Agreement directly related to that task will continue in effect until terminated by either party upon 30 days written notice to the other party. In the event of any termination, Eco-Logic Services shall be paid for all services rendered and reimbursables incurred through the date of notice of termination plus this 30-day period.

**FORCE MAJEURE:** If performance of this Agreement or any obligations under this Agreement is prevented, restricted, or interfered with, either temporarily or permanently, by causes beyond either party's reasonable control ("Force Majeure"), then the obligations of this Agreement shall be suspended to the extent necessary by such event. The term "Force Majeure" shall include without limitation acts of nature, severe weather or other catastrophic conditions, orders or acts of military or civil authority, or by state or national emergencies, riots, or wars, or work stoppages, or any other similar event beyond the reasonable control of either party.

**DISPUTE RESOLUTION:** The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the matter will be submitted to mediation, in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute, or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association and will be done within Sarasota County, Florida. The arbitrator's award will be final, and judgement may be entered upon it by any court having proper jurisdiction.

**SEVERABILITY:** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable as if the invalid or unenforceable had never been contained within.

**NOTICE:** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified or registered mail or via email, with receipt of reply, to the party entitled thereto at the address set forth in the opening portion of this Agreement.

**WAIVER OF CONTRACTUAL RIGHT:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**CONSTRUCTION AND INTERPRETATION:** The rule requiring construction or interpretation against the drafter is waived. This document shall be deemed as if it were drafted by both parties in a mutual effort.

**ATTORNEY'S FEES TO PREVAILING PARTY:** In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and appeal.

**ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. The Agreement supersedes any prior written or oral agreements between the parties.









# Summerwoods CDD P009 proposal

Final Audit Report

2023-09-27

Created:	2023-09-27
By:	Matt O'Nolan (monolan@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyX-thkl_hE7GCoFubF92AYqqJCVI9Yx9

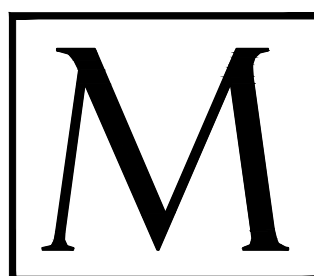
## "Summerwoods CDD P009 proposal" History

-  Document created by Matt O'Nolan (monolan@rizzetta.com)  
2023-09-27 - 1:10:42 PM GMT
-  Document emailed to cbain@kolter.com for signature  
2023-09-27 - 1:11:06 PM GMT
-  Email viewed by cbain@kolter.com  
2023-09-27 - 1:58:37 PM GMT
-  Signer cbain@kolter.com entered name at signing as Candice Bain  
2023-09-27 - 1:59:12 PM GMT
-  Document e-signed by Candice Bain (cbain@kolter.com)  
Signature Date: 2023-09-27 - 1:59:14 PM GMT - Time Source: server
-  Agreement completed.  
2023-09-27 - 1:59:14 PM GMT



**Adobe Acrobat Sign**



[illegible]

**MORRIS ENGINEERING AND CONSULTING, LLC**  
Civil Engineering and Land Development Consulting  
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 [www.morrisengineering.net](http://www.morrisengineering.net)

DATE 11/28/22	
PROJECT SW-MM	
DRAWING SW-MM	
DRAWN CEJ	CHECKED MJM

MAINTENANCE EXHIBIT

**SUMMERWOODS**

MANATEE COUNTY, FLORIDA

MATTHEW J. MORRIS  
FL LICENSE NO. 68434

SCALE 1"=250'	
SEC.-TSP.-RNG. 24-33S-18E	
SHEET <b>1</b>	OF <b>1</b>



Tab 11



# ESTIMATE

**Nick Knows LLC**  
2424 W Brandon Blvd  
Suite 1136  
Brandon, Florida 33511  
United States

855-465-6697  
[www.nickknowscleaning.com](http://www.nickknowscleaning.com)

BILL TO  
**Summer Woods CDD**  
Taylor Nielsen  
11205 Daybreak FL  
Glen Parrish, Florida 34219  
United States

[TNielsen@rizzetta.com](mailto:TNielsen@rizzetta.com)

**Estimate Number:** SWCDDE 23

**Estimate Date:** August 17, 2023

**Expires On:** August 31, 2023

**Grand Total (USD): \$1,950.00**

Items	Quantity	Price	Amount
<b>Trash Clan Closure</b> Create closure for (4) trash cans.  Must buy material, weld together and add hinges to open and close to keep racoons out.	1	\$1,950.00	\$1,950.00

**Total:** \$1,950.00

---

**Grand Total (USD): \$1,950.00**

Thank You for Your Business!



Tab 12

## FOURTH ADDENDUM TO THE CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

---

This Fourth Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the 1<sup>st</sup> day of October, 2023 (the “**Effective Date**”), 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 (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

### RECITALS

**WHEREAS**, the District and the Consultant entered into the Contract for Professional District Services dated October 1, 2018 (the “**Contract**”), incorporated by reference herein; and

**WHEREAS**, the District and the Consultant desire to amend **Exhibit B** - Schedule of Fees of the Fees and Expenses, section of the Contract as further described in this Addendum; and

**WHEREAS**, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit B** - Schedule of Fees attached.

The amended **Exhibit B** - Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

**IN WITNESS WHEREOF** the undersigned have executed this Addendum as of the Effective Date.

*(Remainder of this page is left blank intentionally)*

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein, and hereby agree to those terms.

**ACCEPTED BY:**

**RIZZETTA & COMPANY, INC.**

BY: \_\_\_\_\_  
PRINTED NAME: William J. Rizzetta  
TITLE: President  
DATE: \_\_\_\_\_

**SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT**

BY: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
TITLE: Chairman/Vice Chairman  
DATE: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Vice Chairman/Assistant Secretary  
Board of Supervisors

\_\_\_\_\_  
Print Name

**Exhibit B – Schedule of Fees**



**EXHIBIT B**  
Schedule of Fees

**STANDARD ON-GOING SERVICES:**

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

	<b>MONTHLY</b>	<b>ANNUALLY</b>
Management:	\$1,921.67	\$23,060
Administrative:	\$430.25	\$5,163
Accounting:	\$1,720.92	\$20,651
Financial & Revenue Collections:	\$344.17	\$4,130
Assessment Roll <sup>(1)</sup>		\$5,736
<b>Total Standard On-Going Services:</b>	<b>\$4,417.00</b>	<b>\$58,740</b>

(1) Assessment Roll is paid in one lump-sum at the time the roll is completed.

<b>ADDITIONAL SERVICES:</b>	<b>FREQUENCY</b>	<b>RATE</b>
Extended and Continued Meetings	Hourly	\$ 175
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 175
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests &		
Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

### **PUBLIC RECORDS REQUESTS FEES:**

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

<b>JOB TITLE:</b>	<b>HOURLY RATE:</b>
Regional Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00

**LITIGATION SUPPORT SERVICES:**

Litigation Support Services will be billed hourly to the District pursuant to the current hourly rates shown below:

<b>JOB TITLE:</b>	<b>HOURLY RATE:</b>
President	\$ 300.00
Chief Financial Officer	\$ 250.00
Vice President	\$ 225.00
Regional District Manager	\$ 200.00
Accounting Manager	\$ 200.00
Finance Manager	\$ 200.00
District Manager	\$ 175.00
Amenity Services Manager	\$ 175.00
Clubhouse Manager	\$ 150.00
Field Services Manager/Landscape Specialist	\$ 150.00
Senior Accountant	\$ 150.00
Staff Accountant	\$ 100.00
Financial Associate	\$ 100.00
Administrative Assistant	\$ 85.00
Accounting Clerk	\$ 85.00

Tab 13



**August 8, 2023**

Summer Woods CDD  
c/o Rizzetta and Company  
2700 S Faulkenberg Rd, Suite 2745  
Riverview, FL 33578

RE: Full Service Reserve Study with Site Inspection  
Summer Woods CDD  
11205 Daybreak Glen  
Parrish, FL 34219

Dear Board of Supervisors:

We are very appreciative for the opportunity to perform a full reserve study with site inspection and recommendations for Summer Woods CDD. We are a team of knowledgeable reserve analysts with extensive experience and take pride in performing reserve studies. The reserve study will project costs and funding for a 30 year time frame for all common areas and improvements.

Summer Woods CDD was established in September 2011. The community encompasses 988 lots for single family residential homes. Construction in the District started in the 2019 and home construction has been gradual up to current times. Central to the community is a pool cabana and a pool area that serve as main amenities, as well as a splash pad and playground. The CDD consists of approximately 335 acres and is located in Parrish, Manatee County, Florida. After a review of plats, aerials, and county records, we recommend the following reserve items to be included in the report:

- **Pool Cabana**
- **Pool Areas and Equipment**
- **Splash Pad**
- **Fencing**
- **Parking Areas**
- **Playground**
- **Stormwater Drainage**
- **Ponds**
- **CDD-owned Sidewalks**
- **Monuments**
- **Any Other Items Specified by You**

The physical analysis portion of the reserve study will include a reserve item component list, remaining life, useful life, current cost, future cost of all reserve items as well as any site recommendations. The financial analysis portion of the study will include allowances for your interest income, taxes and projected changes in building costs. The pooled method and component method (if applicable) will be used and presented to derive the funding schedules.



## Scope of Service

Our scope of service for a full reserve study with site inspection that includes all expenses consists of:

- Site inspection of common areas and improvements with both a Certified General Contractor and a CAI-designated Reserve Specialist (Both are degreed engineers).
- Our user-friendly reserve study report that includes narrative, photographs, pooled method cash flow plan, component method plan (if applicable), reserve item component cost, remaining life, and useful life inventory. The report projects costs and funding for 30 years using localized costs.
- Percent Funded Analysis. This compares what you have in reserve funds to what the ideal amount should be, something many reserve studies do not include.
- One site meeting with management or the board on the day of inspection, if requested.
- Electronic copies of the report. Electronic copies can also be requested any time in the future by email. A hard copy is available free of charge upon request.
- Revisions or amendments of reports for up to 90 days from the first submission of the report. We welcome all feedback. (It is not uncommon for there to be one or two refinements of the report to meet your specific requirements).
- Accessibility. Call, write, or email us any time and you will receive prompt follow-up. We aim to exceed expectations and consider customer service our top priority.
- 30 year cash flow plan in the report.
- Review of plats, drawings, and site aerials.



## Qualifications

Paul Gallizzi and Steven Swartz are professionals in the business of preparing reserve studies and insurance appraisals for community associations. We both inspect all properties and have provided detailed analysis of over 300,000 single family, apartment, villa, townhome, and condominium units. Our high repeat customer rate indicates high customer satisfaction. We have prepared reserve studies and insurance appraisals for all types of community associations including high rise condominiums, mid-rise condominiums, garden-style condominiums, office condominiums, medical condominiums, townhouse developments, single family residential homeowners associations, community development districts, and special use facilities.

We both hold engineering degrees from fully accredited universities. Paul is a State Certified General Real Estate Appraiser License Number RZ 110 and a State Certified General Contractor License Number CGC 019465 with over 30 years of experience in each. Steven is one of approximately only 200 people nationwide that have earned the designation of Reserve Specialist (RS) from the Community Associations Institute and is a State Certified General Real Estate Appraiser License Number RZ 3479. He has also been a speaker at CAI functions discussing reserves and budgeting. To learn more, please visit us on the web at [www.reservestudyfl.com](http://www.reservestudyfl.com) and visit our articles section for more than 50 articles about reserves, funding, and budgeting.

A partial list of our clients include:

- Greenacre Properties
- Standard Pacific Homes
- Leland Management
- M/I Homes
- Associa Gulf Coast
- Sentry Management
- Starwood Land Ventures
- Management & Associates
- Resource Property Management
- Condominium Associates
- Insurance Office of America
- Argus Property Management
- Creative Management
- Many Other Individually Managed Associations
- The Mahaffey Apartment Company
- Rizzetta & Company
- First Service Residential
- Brown & Brown Insurance
- Taylor Morrison Homes
- Vanguard Management Group
- Lennar Homes
- McNeil Management Services
- Development Planning and Financing Group
- Qualified Property Management
- Avid Property Management
- Southshore Property Management
- Terra Management Services



## **Experience**

Here is a short list of communities we have conducted reserve studies for, showing experience with various construction types, building systems, and community amenities:

### **Fishhawk CDD I, CDD II, CDD III, & CDD IV, Lithia, Florida**

Fishhawk Ranch is a large planned community consisting of approximately 3000 acres in Lithia, Florida. It is comprised of numerous single family home subdivisions as well as a few townhome subdivisions. There are many community amenities including swimming pools, clubhouses, tennis courts, playgrounds, fitness centers, a banquet center, running trails, parks, and various others. The District also maintains the ponds, stormwater drainage, and the entry areas. There are a total of 6,286 members.

### **Heritage Harbour South CDD, Bradenton, Florida**

Heritage Harbour South CDD is comprised of single family residential and multifamily residences. The community started construction in 2002 and construction finished in 2006. Overall, there are 1,523 units. The CDD maintains the baseball field and recreation area. The District also maintains the streets, ponds, stormwater drainage, and the entry areas. The CDD encompasses a total site size of 980.79 acres in Bradenton, Florida.

### **Venetian CDD, Venice, FL**

Venetian CDD commenced operations in September 2002. The Venetian Golf and River Club has 1,377 lots planned primarily for single family residential development as well as a small amount of multi-family development. The River Club recreation area was built in 2004 and includes a clubhouse, kitchen and banquet facilities, fitness center, pool area, tennis courts, as well as other amenities. The District also maintains the streets, ponds, stormwater drainage, and the entry areas. The CDD encompasses a total site size of 964 acres.

### **Riverwood CDD, Port Charlotte, FL**

Riverwood CDD started development in the mid 1990s and most of the construction was complete over the next decade. The District maintains an amenity campus with a clubhouse/athletic center, pool area, tennis, and shuffleboard courts. The district also owns an off-site Beach Club on Manasota Key in Englewood. The Beach Club was built in 2003 and acquired in 2014. Additionally, the District also maintains the streets, potable water system, re-claimed water system, sewer system (and plant), and stormwater drainage.

### **Two Creeks CDD, Middleburg, FL**

Two Creeks has 624 platted lots planned for single family residential development and encompasses 625 acres. The community was platted in June 2007. Within the district, there is a recreation comprised of a clubhouse, pool area, 2 tennis courts, a basketball court, playgrounds, and a volleyball court. The community also maintains the ponds, stormwater drainage, and the entry areas.





## Services

The fee schedule for the current assignment is as follows, please sign below to confirm your acceptance:

**Full Service Reserve Study with Site Inspection (Level-1)                      \$5,500**

We will provide you with electronic copies of the report. Payment will be due at the first submission of the report. The report will be completed within ten weeks of our firm receiving this engagement letter signed and faxed or emailed to our office.

Thank you again for the opportunity to present our proposal to you.

Sincerely,

Paul Gallizzi  
Florida General Contractor #CGC-019465  
State-Certified General Appraiser RZ110

Steven Swartz, RS  
Reserve Specialist Designation No. 214  
State-Certified General Appraiser RZ3479

\_\_\_\_\_  
Accepted by Signature:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Accepted by Printed Name:

## **Independent Works LLC.**

---

Property Manager: Taylor Nielsen, District Manager, LCAM  
Association Name: Summer Woods CDD  
Association Address: 11205 Daybreak Glen, Parrish, FL

### **Reserve Study Proposal**

#### **Scope of Work:**

- Pre-inspection meeting, budget review, component review, condition assessment, full reserve study with inspection, one free revision, revised financials while determining final budget.
- Report includes- Item Parameter Chart Detail, Expenditures, Cash flow Chart, Annual Chart, Monthly Chart, Supplementary and Components Charts.

#### **Structures and Improvements to be included**

Please see addendum

#### **Reserve study Methodology and Procedures**

Your report will include a preliminary on-site meeting with the board of directors, management and any other interested parties to discuss your association's reserve history, budget/financials and answer any questions about the reserve study process with the reserve specialist/analyst completing the report. A list of professional references can be provided, if so desired.

A thorough on-site inspection of your common area improvements/reserve components. Accurate measurements will be made using construction blueprints and site plans combined with field measurements made by the reserve specialist/analyst completing the report.

Detailed reserve funding analyses using both the Component Funding analysis and Cash Flow Analysis (Pooling Method) funding methodologies in compliance with applicable statutory requirements, market standards for similar properties/associations, and your association's specific reserve funding goals. Our state-of-the-art software and reserve study reports are approved by the American Institute of Certified Public Accountants (AICPA)

**Independent Works, LLC.  
Margery Shultz  
Reserve Specialist**

## **Independent Works LLC.**

---

Property Manager: Taylor Nielsen, District Manager, LCAM  
Association Name: Summer Woods CDD  
Association Address: 11205 Daybreak Glen, Parrish, FL

An electronic preliminary draft report for your association's review so that any possible factual inaccuracies or differences of opinion can be addressed before a final reserve study report is issued. That way your association can play an active role in the overall process. We allow each association one set of agreed upon changes/revisions to the preliminary draft report at no charge. Additional scenarios/revisions will be billed separately.

One electronic and one printed final report will be provided. Additional printed copies can be provided at a nominal per report fee.

### **Association Information Required:**

We will need from you a copy of your current reserve budget so that our report can be designed to reflect similar reserve classifications/categories making it easier for your association to make direct comparisons between your budget and our findings

As much recent factual cost history for your reserves as is available. This information will be reconciled with actual costs incurred for similar upgrades at similar properties and our data sources.

### **Addendum:**

**EXPENDITURES INCLUDED:** All Common Area Site Components, Including and not Limited to: Clubhouse (Interior & Exterior), Asphalt Pavement, Concrete Flatwork, Site Lighting, Fencing & Gates, Pool & Deck, Site Signage, Landscaping & Irrigation, Perimeter Walls, Recreational Amenities

## Independent Works LLC.

---

Property Manager: Taylor Nielsen, District Manager, LCAM

Association Name: Summer Woods CDD

Association Address: 11205 Daybreak Glen, Parrish, FL

### **Fee Structure**

This fee is inclusive of all related expenses to complete the final reserve study. Fees will be honored for **90 Days** from the date indicated on this proposal this proposal assumes that the reserve specialist will have free access to all portions of all buildings included in the reserve study. The total fee is due upon delivery of draft report.

**Half payment will be collected at the pre-inspection meeting. The remaining half of the invoice will be paid upon receipt of the draft report. A free final report will be issued at any time upon the request of the association.**

### **Please Choose One**

- \$2,795.00 Reserve Study Inspection with Full Reserve Study
- \$2,795.00 Reserve Study Inspection with Full Reserve Study and 2 Annual updates for an additional fee of \$1,495 each year.

Respectfully submitted,

*Margery Schultz*

Margery Schultz

Reserve Specialist

Accepted By: \_\_\_\_\_

SIGNATURE

DATE

NAME (PLEASE PRINT)

TITLE

EMAIL ADDRESS (PLEASE PRINT)

PHONE #

**Independent Works, LLC.  
Margery Shultz  
Reserve Specialist**

Tab 14



# Quarterly Compliance Audit Report

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## Summer Woods

**Date:** October 2023 - 3rd Quarter

**Prepared for:** Scott Brizendine

**Developer:** Rizzetta

**Insurance agency:**



**Preparer:**

Jason Morgan - *Campus Suite Compliance*

*ADA Website Accessibility and Florida F.S. 189.069 Requirements*

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# Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

## Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



### ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.





## Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

## Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.\* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

\* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



# ADA Website Accessibility

Result: **PASSED**

## Accessibility Grading Criteria

Passed	Description
Passed	<b>Website errors*</b> 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	<b>Keyboard navigation</b> The ability to navigate website without using a mouse
Passed	<b>Website accessibility policy</b> A published policy and a vehicle to submit issues and resolve issues
Passed	<b>Color contrast</b> Colors provide enough contrast between elements
Passed	<b>Video captioning</b> Closed-captioning and detailed descriptions
Passed	<b>PDF accessibility</b> Formatting PDFs including embedded images and non-text elements
Passed	<b>Site map</b> Alternate methods of navigating the website

\*Errors represent less than 5% of the page count are considered passing

\*\*Error reporting details are available in your Campus Suite Website Accessibility dashboard



# Florida F.S. 189.069 Requirements

Result: **PASSED**

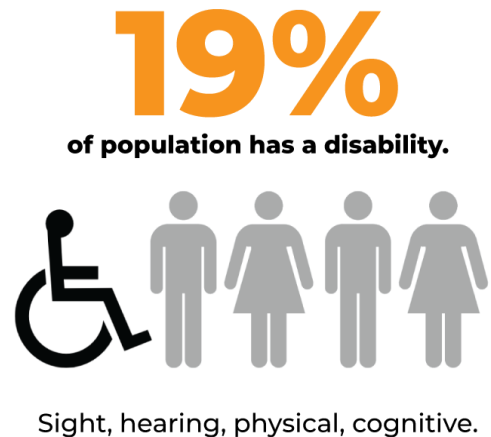
## Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
N/A	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

# Accessibility overview

## Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



## The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



# ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



## Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

*Contract checker:* <http://webaim.org/resources/contrastchecker>



## Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



## Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

*Helpful article:* <http://webaim.org/techniques/alttext>



## Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

**Helpful article:** [www.nngroup.com/articles/keyboard-accessibility](http://www.nngroup.com/articles/keyboard-accessibility)

**Helpful article:** <http://webaim.org/techniques/skipnav>



## Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

**Helpful article:** <http://webaim.org/techniques/sitetools/>



## Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

**Helpful article:** <http://webaim.org/techniques/tables/data>



## **Making PDFs accessible**

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

**Helpful articles:** <http://webaim.org/techniques/acrobat/acrobat>



## **Making videos accessible**

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

**Helpful article:** <http://webaim.org/techniques/captions>



## **Making forms accessible**

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

**Helpful article:** <http://webaim.org/techniques/forms>



## **Alternate versions**

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



## **Feedback for users**

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



## **Other related requirements**

### ***No flashing***

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

### ***Timers***

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

### ***Fly-out menus***

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

### ***No pop-ups***

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.



# Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

Tab 15

## FIRST AMENDMENT TO SOLAR LIGHTING AS A SERVICE AGREEMENT

This First Amendment ("**First Amendment**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, 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 having offices at c/o District Manager, 3434 Colwell Ave #200, Tampa, Florida 33614 ("**District**"); and

**Recovered Energy Technologies (USA) Inc.**, a Wyoming corporation, whose address is 5452 Oak Crest Blvd, Sarasota, Florida 34233 ("**Contractor**," and collectively with the District, the "**Parties**").

### RECITALS

**WHEREAS**, on May 16, 2023, the District and the Contractor entered into an agreement for lighting services (the "**Service Agreement**"); and

**WHEREAS**, pursuant to Section 25 of the Service Agreement, the Parties desire to amend the Service Agreement as set forth in more detail in Section 2 below; and

**WHEREAS**, any terms not otherwise defined herein shall have the meaning set forth in the Service Agreement.

**WHEREAS**, each of the Parties hereto has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each Party has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each Party hereto.

**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 District and the Contractor agree as follows:

**SECTION 1.** The Service Agreement is hereby affirmed and the Parties hereto agree that it continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the Parties under the Service Agreement. All of the remaining provisions remain in full effect and fully enforceable.

### **SECTION 2.**

- A.** The Service Agreement is hereby amended to add up to 120 additional lights, more particularly described in the proposal attached hereto as

**Exhibit A** (the “**Additional Work**”). The District shall pay Contractor Fifty-Five Dollars (\$55.00) per pole per month for the Additional Work as identified in **Exhibit A** attached hereto and incorporated herein by reference. Contractor shall invoice the District for the Additional Work upon completion of the Additional Work and acceptance by the District. The District shall provide payment within forty-five (45) days of receipt of Contractor’s invoice. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Work.

**SECTION 3.** To the extent that any terms or conditions found in **Exhibit A** conflict with the terms of the Service Agreement or this Amendment, the Service Agreement and this Amendment control and shall prevail.

**SECTION 4.** All other terms of the Service Agreement shall remain in full force and effect and are hereby ratified.

**IN WITNESS WHEREOF,** the Parties hereto have signed this First Amendment to the Service Agreement on the day and year first written above.

**Attest:**

**SUMMER WOODS COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice Chairperson

**RECOVERED ENERGY TECHNOLOGIES (USA) INC.**

\_\_\_\_\_  
By: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:** Proposals for Additional Work

## EXHIBIT A

Location	Phase	Poles	Fixture Height	Fixture Model	Cost per POLE per MONTH	MONTHLY Cost by PHASE	ANNUAL Cost by PHASE
Streets	3 & 4	Up to 120	18	ON40	\$55.00		



## SOLAR LIGHTING AS A SERVICE AGREEMENT<sup>1</sup>

THIS SOLAR LIGHTING AS A SERVICES MASTER AGREEMENT ("**Agreement**"), effective as May 16<sup>th</sup>, 2023, by and between Recovered Energy Technologies (USA) Inc. ("**Company**"), and Summerwoods Community development District (CDD) ("**Customer**," together with Company, the "**parties**") provides as follows:

1. LIGHTING SERVICES DESCRIPTION. Company shall furnish, install, operate, and maintain, for the term of this Agreement, the lighting equipment, together with accessories and attachments (collectively, "**Equipment**") at each Installation Site, as such Equipment and Installation Site<sup>2</sup> are identified in the scope of work attached as **Addendum A** ("**Scope of Work**") and incorporated hereto. Company shall also furnish, install, operate, and maintain, for the term of this Agreement, any additional Equipment at any additional Installation Sites that may be agreed upon by the Parties pursuant to an additional scope of work (each such additional scope of work, a "**Work Order**"). NOTE: Company represents that the Equipment has unique features and capabilities (e.g., modular flexibility and batteries that allow higher intensity lighting, solar modules that allow harvesting of energy from top and bottom of panel, 10-year warranty on battery, Smart City capabilities, etc.), and, as such, the lease/purchase of the Equipment is being conducted on a sole source basis.
2. PERMITS. Company shall be responsible for securing, at its own expense, all permits required to deploy and maintain the Equipment at the Installation Site (as defined in Addendum A or, as applicable, in a Work Order). Customer shall cooperate with, and assist where necessary,

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<sup>1</sup> This Agreement supersedes and replaces the agreement dated September 15<sup>th</sup>, 2021 between the parties related to the subject matter of this Agreement.

<sup>2</sup> Capitalized terms not defined in the main body of this Agreement shall have the meaning ascribed to them in the Scope of Work and its exhibits.

Company during the permitting process.

3. INSTALLATIONS. Company shall be responsible for installing Equipment in a good and workmanlike manner and in accordance with the scope of work described in the Scope of Work or Work Order, as applicable. To the extent any portion of the Customer's property is disturbed by the access and work performed by Company, its employees and agents, Company shall restore such areas to substantially the condition that existed prior to the Company's access.
4. PAYMENT. Customer shall make monthly payments ("**Monthly Payments**") on the schedule provided in the Scope of Work or Work Order, as applicable; provided however, as a point of clarification, that Monthly Payments shall only be made for Equipment once actually installed and operational. Monthly Payments will commence as to Equipment as soon such Equipment has been installed and is operational ("**Payment Start Date**"). At such time as any Equipment is installed and operational, Company shall provide notice to Customer, and Customer shall have the right to inspect such Equipment to confirm that it is operational for a period of 5 business days after receipt of the notice.
5. COMPANY INSURANCE. Company warrants and covenants that it shall maintain during the Equipment installation period, and in any period of time in which the Company should be required to access the Customer's property for purposes of maintenance and repairs as set forth herein, commercial general liability insurance, workers compensation insurance, and automobile liability insurance as required by applicable law. Company shall be responsible to the Customer for the acts and omissions of its employees and agents performing any of the work under this Agreement, and Company shall indemnify and hold harmless Customer from any damages or liability to persons or property that may arise from the entry onto the Property by Company, its employees or agents. Company shall furnish

Customer with a certificate of insurance evidencing compliance upon request and such certificate shall provide that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective prior to 30 calendar days of prior written notice to Customer, except in the case of non-payment, in which case any change or termination shall not be effective prior to 10 calendar days of prior written notice to Customer. The Company shall obtain copies of each subcontractor's insurance certificates and shall provide those to Customer upon Customer's request. Company shall maintain insurance at the following policy limits:

- a. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
- b. Commercial General Liability Insurance covering the Company's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- c. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the any subcontractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The Customer, its staff, consultants, agents, and supervisors shall be named as additional insureds and certificate holders. The Company shall furnish the Customer with the Certificate of Insurance, and endorsements, evidencing compliance with this requirement. No certificate shall be acceptable to the Customer unless it is consistent with the requirements of this Section 5. Insurance coverage shall be from a



reputable insurance carrier, licensed to conduct business in the State of Florida.

6. CUSTOMER INSURANCE. Customer warrants that it has and covenants it shall maintain commercial insurance to protect against the risk of damage or loss. Notwithstanding anything herein to the contrary, Customer shall bear the risk of loss with respect to any and all damage to the Equipment other than due to ordinary wear and tear (such damage other than wear and tear, an "**Externality**"), and shall continue to be obligated to make Monthly Payments irrespective of an Externality. Without limitation, the term "Externality" includes natural and manmade disaster, catastrophe, weather-related events, third-party negligence, mischief, vandalism, other intentional torts, and traffic accidents, in each case not caused by Company.
7. WAIVER OF JURY TRIAL. Each of Customer and Company hereby knowingly, intentionally, and voluntarily waives any right they and/or their successors and assignees may have to a trial by jury or a jury determination of any fact in any litigation based on this Agreement, or arising, out of, under, or in connection with this Agreement, or any agreements contemplated hereby, or any course of conduct, course of dealing, usage of trade, statements (whether verbal or written) or actions of the Parties.
8. Company represents that upon installation the Equipment shall be new and consistent with Addendum A or, as applicable, the Work Order. COMPANY OTHERWISE MAKES NO IMPLIED WARRANTIES. COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OF THE EQUIPMENT HEREBY CONTRACTED OR FOR ITS FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT REGARDLESS OF CAUSE, COMPANY IS NOT RESPONSIBLE FOR AND CUSTOMER SHALL NOT MAKE ANY CLAIM AGAINST COMPANY FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, SPECIAL, OR INDIRECT EXCEPT AS AUTHORIZED PURSUANT TO AGREEMENT INCLUDING BUT NOT LIMITED TO THE SECTIONS ENTITLED "DEFAULT" AND "CUSTOMER REMEDIES" AND "ADDENDUM A."

9. **ADDITIONAL SIGNATURES EFFORTS.** Each party agrees to execute any additional documents required by any third-party and obtain any approvals required for purposes of performing its obligations under this Agreement.
10. **MAINTENANCE AND REPAIR.** Company shall perform routine inspection of the Equipment at its own cost and expense and shall, also at its own cost and expense, promptly provide all required maintenance and repair (including paying for parts) of the Equipment on account of ordinary wear and tear. If the Equipment is disabled or inoperable for any reason or if Customer observes any damage to the Equipment, Customer shall promptly notify Company and provided Company shall repair such equipment within thirty (30) days, subject to the availability of parts, from the date of notice, Customer shall not engage or authorize any other party to touch, maintain, or repair the Equipment. Company shall make commercially reasonable efforts to promptly repair the Equipment. If Customer attempts to repair the equipment, then Customer accepts full responsibility for the performance of its employees, agents, contractors or otherwise and for ongoing operation of the Equipment. Customer shall comply with all directions of Company concerning emergency repairs. As noted in Section 6, the cost and expense to repair damage due to any Externality shall be borne by Customer.
11. **CUSTOMER ACCESS.** Provided Company is in compliance with its obligations under this Agreement, Customer shall not touch or access any part of the Equipment for any reason or engage or authorize any third parties to do so, except in emergency circumstances (as necessary to prevent injury to persons or damage to property). In the event that Customer attempts to repair the equipment, then Customer accepts full responsibility for the performance of its employees, agents, contractors or otherwise, and Company shall not be responsible for any loss resulting from Customer's failure to repair such Equipment properly.

12. LATE CHARGES. If the Customer fails to timely make payment of any Monthly Payment, then the Company shall be entitled to applicable interest pursuant to the provisions of Florida's Local Government Prompt Payment Act, Sections 218.70 et seq., Florida Statutes.
13. TERMINATION. Unless otherwise terminated pursuant to the terms herein, this Agreement shall automatically expire upon completion of the Payment Schedule as set forth in the Addendum or Work Order, as applicable. Neither party has the right or option to terminate this Agreement prior to its expiration except as otherwise explicitly provided in this Agreement.
14. DEFAULT. Any one or more of following events shall be considered a "**default**" under this Agreement: (a) failure of Customer make any Contract Payment when and as due under this Agreement herein; and (b) material breach of any warranty, covenant, or obligations under this Agreement by either party, except as provided in the next two sections.
15. CUSTOMER REMEDIES. In the event Company defaults under this Agreement, Customer shall, within 14 calendar days of becoming aware of a default, provide written demand upon Company to cure that default within 30 calendar days of Company's receipt of the written demand to cure ("**Company Cure Period**"). If Company fails to cure within the Company Cure Period, Customer may: (i) suspend the future applicable and proportional Monthly Payment(s) until the default is cured; (ii) pursue all other rights or remedies available at law or in equity; provided, the Customer waives the right to seek recovery for any special, indirect, incidental, or consequential damages whatsoever suffered by Customer or any third party as a result of a breach; or (iii) cancel or terminate this Agreement.
16. COMPANY REMEDIES.
- a. In the event Customer defaults under this Agreement, Company

shall, within 14 calendar days of learning of the default, provide written demand upon Customer to cure each default within 30 calendar days of Customer's receipt of the written demand to cure ("**Customer Cure Period**"). If Customer fails to cure such default within the Company Cure Period, Company may: suspend its performance until such default is cured and may avail itself of any of the remedies available under Section (b) below.

In the event Customer breaches the Agreement and has not cured its breach within the Customer Cure Period, then the Company may do one or more of the following: (i) cancel or terminate this Agreement; (ii) if the Agreement has not yet reached its sixth anniversary, require Customer to immediately pay Company, as compensation for loss of the Company's bargain, and not as a penalty, the sum equal to: the net present value of all unpaid Contract Payments for the remainder of the term – but only through the end of the sixth-year anniversary of this Agreement - using a discount rate of 4% *plus* the reasonable cost of removing the Equipment, but subject to any offsets that the Customer may have ("**Accelerated Payment**"); (iii) if the Agreement has reached its sixth anniversary, treat the breach as an exercise of Customer's option to purchase the Equipment under Section 20; and (iv) pursue all other rights and remedies available at law or in equity. The Company, except as provided in the following sentence, waives the right to seek recovery for any special, indirect, incidental, or consequential damages whatsoever suffered by Company or any third party as a result of a breach. If Customer does not pay Company in full pursuant to this paragraph within 30 days of the expiration of the Customer Cure Period, then COMPANY may remove the Equipment and sell it in a commercially reasonable manner, in which case its damages shall equal the difference between the price it actually sells the Equipment for and its Fair Market Value (as defined below). In all circumstances, (a) interest shall accrue on the amount owed at 18% per annum,

compounding monthly, from the date the Customer defaults until paid; and (b) Customer shall be liable for Company's reasonable attorneys' fees.

#### 17. TITLE AND TAX BENEFITS.

- a. The Parties stipulate that the Company is the owner of, and shall hold title to, the Equipment. All benefits of owning and operating the Equipment (whether presently existing or existing in the future) shall inure exclusively to the Company, including but not limited to any governmental benefits, tax, environmental, or any other federal, state, or local government incentives, credits, deductions, or any other benefits of any kind (collectively, "***Incentives***"). This Agreement conveys only the right to have the light generated by the Equipment.
- b. At the Company's option, it may record or file a short-form memorandum of this Agreement among the appropriate land records of the county in which the Equipment is located, subject to Customer's reasonable approval as to the form of the short-form memorandum. In the event of a discrepancy between the provisions of this Agreement and such short-form memorandum thereof, the provisions of this Agreement shall prevail.
- c. The parties intend that this Agreement shall constitute a true lease under applicable Law. Company shall own title to the Equipment at all times. Customer acquires no ownership, title, property, right, equity, or interest in the Equipment other than its leasehold interest solely as lessee subject to all the terms and conditions of this Agreement. As a point of clarity, the parties intend that the Equipment remain at all times personal property of the Company and not a fixture under applicable law, even if the Equipment, or any part thereof, is affixed or attached to real property or any improvements.

- d. The parties intend and agree that, if this Agreement is recharacterized under applicable law as a secured financing or a lease intended for security, this Agreement shall be deemed a security agreement and hereof shall be deemed a grant to Company by Customer of a lien on and first priority security interest in the Equipment and its proceeds (as defined in the UCC) as a Purchase Money Security Interest under the UCC (or otherwise) , to secure the payment of Customer's obligations under this Agreement. Customer hereby consents to the Company filing such documents and to do all such things and acts, necessary to ensure that such security interest would be a first priority perfected security interest under applicable law. Customer agrees to reasonably cooperate with any such actions.
- e. Company agrees, from time to time and provided it is true at the time, within ten (10) days after request from Customer, to execute and deliver to Customer, an estoppel certification confirming that this Agreement is in full force and effect, that Customer is not in default under any of the terms of this Agreement, the termination date of this Agreement, and such other matters pertaining to the Agreement as may be reasonably requested by the Customer.
- f. In addition to the provisions in Section 17 above (and to the extent the rights granted to Company in this subsection (f) are greater than those granted in the other subsections of Section 18), at Company's option, if this transaction is deemed to be a contract intended for security, Customer grants the Company a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments, and proceeds). In the event this Contract is deemed a finance contract, the Customer shall deliver to the Company signed financing statements or other documents the Company reasonably requests to protect the Company's interest in the Equipment. THE CUSTOMER AUTHORIZES THE COMPANY TO FILE A COPY OF THIS CONTRACT AS A FINANCING STATEMENT AND

APPOINTS THE COMPANY OR THE COMPANY'S DESIGNEE AS CUSTOMER'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON CUSTOMER'S BEHALF, FINANCING STATEMENTS COVERING THE EQUIPMENT.

18. If the Customer does not exercise its option to purchase before this contract expires, this Contract shall terminate on its expiration date and, unless the Customer purchases the Equipment, the Company shall have the right, but not the obligation, upon termination or expiration to remove the Equipment.

19. ASSIGNMENT OF AGREEMENT. Customer and Company may each sell, assign all its rights and delegate all its duties (collectively, such assignment and delegation, an "**Assign**") under this Agreement as follows:

- a. The Agreement, as it pertains to the Equipment that is the subject of the Scope of Work may be Assigned by Customer to Summerwoods Community Development District
- b. The Agreement, as it pertains to the Equipment that is the subject of each Work Order may be Assigned by Customer to Summerwoods Community Development District.
- c. The Agreement, as it pertains to the Equipment that is the subject of the Scope of Work may be Assigned by Company to any third party.
- d. The Agreement, as it pertains to the Equipment that is the subject of each Work Order may be Assigned by Company to any third party.
- e. In the event of an Assign, the assigning and delegating party will notify the other party, and the other party hereby agrees that the third party to who the Agreement is Assigned shall have the same rights and benefits that the assigning and delegating party now has

under this Agreement.

20. PURCHASE OPTION. The Customer shall have the option to purchase the Equipment from the Company for Fair Market Value, , plus a fee equal to 10% of the Fair Market Value at the time of the exercise of such option, on any anniversary on or after the sixth-year anniversary of this Agreement; provided that to exercise such option, Customer shall provide notice to Company of its decision to so exercise no earlier than seven months prior, and no later than six months prior, to such anniversary. "**Fair Market Value**" (defined as in use and in place) shall be determined by an independent appraiser as agreed to jointly by the Company and Customer and paid for by the Customer. Upon payment of the Fair Market Value, the Company shall transfer the Company's interest in the Equipment to the Customer free and clear of all liens and encumbrances, with a warranty that Company is the lawful owner of the Equipment. Except as otherwise provided herein, Customer shall accept the Equipment "As-Is, Where Is" without any representation or warranty whatsoever. Upon the transfer of the Equipment to Customer, this Agreement shall terminate.

21. RIGHT OF WAY.

- a. All Equipment will be installed in public utility easements or public right-of-way's.
- b. If the Equipment is not to be installed in a public utility easement or public right-of way, then this subparagraph b. will apply. Customer hereby provides Company a license to the Installation Site to install, operate, test, repair, maintain, and, to the extent applicable, replace, or remove, the Equipment. Customer warrants and represents to Company that as of the date of installation of any Equipment and as of the date of any servicing of any Equipment that (a) it possess and shall provide to Company lawful access to the Installation Site; and (b) no existing lease, easement, right of way, declaration, restriction or other matter of record or any existing agreement of Customer with



respect to the Installation Site interferes with or impairs, or will interfere with or impair, the license or other rights granted or to be granted pursuant to this Agreement. In the event Customer notifies the Company or the Company otherwise becomes aware of a breach of the foregoing as of the date the Company would otherwise service the Equipment, the Company's obligation to service the Equipment shall be suspended until such breach is cured.

22. DATA COLLECTION. Subject to Florida's Public Records laws, Chapter 119, Florida Statutes, any data collected during the ongoing live monitoring of the lights or through deployed sensors remains the property of the Company.

23. NOTICES. All notices required or permitted by this Agreement shall be provided by email, to the email addresses below (unless and until either party informs the other party of a change in email address, which change must be communicated by email) and shall be deemed delivered 24 hours after sending if no "bounce back" email is received by the party who sent the notice:

a. Notices to Customer:

- [csmith@kolter.com](mailto:csmith@kolter.com)
- [sbrizendine@rizzetta.com](mailto:sbrizendine@rizzetta.com)

b. Notices to Company:

- [joel.brayman@recoveredenergytechnologies.com](mailto:joel.brayman@recoveredenergytechnologies.com)
- [Brad.carlson@recoveredenergytechnologies.com](mailto:Brad.carlson@recoveredenergytechnologies.com)

24. JOINTLY DRAFTED. Each party agrees that they intend that any court interpreting this Agreement do so as if it was drafted jointly by the parties, and that both parties have had the opportunity to fully negotiate its terms and to have the assistance of independent counsel of each party's own choosing for the review of the terms of this Agreement prior to its execution. In the event of any dispute over the

interpretation of this Agreement, its terms shall not be construed against or in favor of either party but shall be construed in a neutral manner.

25. ENTIRE AGREEMENT. The Parties agree that the terms and conditions contained in this Agreement and its addenda comprise the entire agreement between the parties regarding the Agreement of the Equipment. No amendments to this Agreement shall be permitted, unless signed by both parties. Both parties agree that the express terms of this Agreement shall not be explained, modified, or contradicted by any prior course of dealing between the parties or by any usage of the general trade.
26. COUNTERPARTS. This Agreement may be executed in on or more counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same documents. Documents delivered via facsimile or email with electronic signatures shall be considered originals.
27. BINDING EFFECT. This agreement shall inure to the benefit of, and shall be binding upon, Company and Customer and their respective successors and assignees.
28. SCRUTINIZED COMPANIES. Company certifies, by acceptance of this Agreement, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, and in the event such status changes, Company shall immediately notify Customer.
29. PUBLIC RECORDS. Company acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.

30. LIMITATION OF LIABILITY. Notwithstanding anything to the contrary herein, nothing herein shall be construed to be a waiver of the Customer's limit of liability contained in Section 768.28, Florida Statutes or other statute of law.

31. PUBLIC ENTITY CRIMES. The Company certifies, by acceptance of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provision of Section 287.133(2)(a), Florida Statutes.

32. CERTIFICATION AND AUTHORIZATION. Each party expressly certifies that the authorized agent below has the authority to execute this agreement and that the party has complied with all internal policies, procedures, and applicable law upon which authority to execute this agreement is predicated. Furthermore, the Customer certifies and agrees that it will do or cause to be done all acts necessary to effect and preserve the Agreement in full force and effect, that it has complied with all bidding requirements where necessary, submitted this Agreement to notice and hearing where applicable, any other acts required for approval and adoption of this Agreement as a valid obligation by the Customer, and that it has sufficient funds available to pay all amounts due hereunder.

33. GOVERNING LAW AND SEVERABILITY. This Agreement shall be governed by the laws of the State of Florida and any suits pertaining to this Agreement shall be brought in the jurisdiction wherein the Equipment is located. If a court of competent jurisdiction shall determine that any provision of this agreement is unenforceable, the remaining provisions shall remain in full force and effect.

34. EFFECTIVE DATE. The Effective Date of this Agreement is stated in the first paragraph of the Agreement.

[Addenda Follow]

### Addendum A - Scope of Work

This is Addendum A to that certain SOLAR LIGHTING AS A SERVICES MASTER AGREEMENT ("**Agreement**"), effective as of May 2nd, 2023, by and between Recovered Energy Technologies (USA) Inc. ("**Company**"), Summerwoods Community Development District ("**Customer**"). This Addendum A is also executed as of part of Summerwoods CDD LSA and is not intended to be a stand-alone document. In other words, it cannot and may not be read in isolation from the Agreement. Capitalized terms not defined in this Addendum A have the meaning ascribed to them in the Agreement.

This Addendum A provides details about the initial Equipment to be installed for Customer by Company.

If the parties agree in the future to have Company install additional Equipment for Customer, then they may execute an additional Work Order in connection with each such agreement. The parties contemplate that such additional Work Order(s) will serve the same purpose that this Addendum A serves and that each such Work Order, together with the Agreement, shall govern the parties' relationship with respect to the Equipment installed pursuant to such Work Order(s).

1. EQUIPMENT. In accordance with the Photometric and Autonomy Studies previously provided to and approved by Customer, attached to this Addendum A as **Exhibit 1**, the Company shall install and maintain the initial Equipment, which shall consist of:
  - a. 350 solar lights each a RET ON40 34-Watt high performance solar light, and each approx. 18 ft above grade, with each located throughout Customer's site ("**Installation Site**"), as set forth in the design attached as **Exhibit 2**.
2. LOCATION OF EQUIPMENT: Customer shall stake the locations of Equipment on roadways and/or commercial property prior to the installation of the Equipment by the Company. To assist Customer with

the staking process, Company shall provide Customer with a final design sketch that is substantially in the form attached as **Exhibit 2** and that reflects the Equipment locations approved by Customer and will participate in the staking of light pole positions at the request of Customer.

3. UNDERGROUND OBSTRUCTIONS: Customer shall locate and advise Company through the provision of an accurate map and other necessary written descriptions of the exact location of all underground facilities including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("**Underground Facilities**") at the Installation Site at least two calendar days prior to the commencement of any work by the Company at the Installation Site. Any and all cost liability for property damage to Underground Facilities by Company that were not properly identified by Customer, as described under this paragraph, shall be paid by Customer, except for those claims, losses or damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing design, installation, operation, maintenance or removal of Equipment. The phrase "**property damage**" includes, but is not limited to, damage to property of Customer, Company, or any third parties.
4. WARRANTIES. Company warrants that the Equipment will light the prescribed areas to a strength of at least 80% of the lumens stated in Exhibit 1.
5. PAYMENT SCHEDULE. Customer agrees to pay Company the sums per month outlined in Table A below. Payments commence on the Payment Start Date and shall continue for 240 months.

**Table A****SUMMERWOODS**

Location	Phase	Poles	Fixture Height	Fixture Model	Cost per POLE per MONTH	MONTHLY Cost by PHASE	ANNUAL Cost by PHASE
Streets	All	350	18	ON40	\$ 55.00	\$ 19,250.00	\$ 231,000.00
		350				\$ 19,250.00	\$ 231,000.00

The monthly cost per pole includes real-time, cloud-based monitoring and a community dashboard.

The Monthly Payment will escalate by 5% escalator at the commencement of the 73<sup>rd</sup> month and another 5% at the commencement of the 145<sup>th</sup> month.

Customer agrees to deposit with Company, the additional sum of \$40,500 which represents approximately two months of service under this Agreement.

6. DELIVERY SCHEDULE. Notwithstanding anything in this Agreement to the contrary, it shall be a material condition of this Agreement that the Equipment be installed in accordance with the following mutually agreed upon schedule (the "**Delivery Schedule**"; which will be updated and reviewed weekly). If the Equipment is not installed in accordance with the Delivery Schedule, Company shall have 30 days to catch up or propose a new delivery schedule. If Company has not caught up with the Delivery Schedule and Customer has not agreed to Company's proposed revised delivery schedule, Customer may cancel that Equipment which has not yet been installed and Customer's obligations under this Agreement shall be reduced proportionately.

Deployment of lights to be substantially completed before the end of June 2023. Lights for Phases 3B and 4B will be available for installation in July 2023, and will installed as requested by the customer.

7. Force Majeure. Company shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, public health emergencies, quarantines, lock-outs, strikes or other labor disputes (whether or not relating to Company's workforce), restraints or delays affecting Company's suppliers or inability or delay in obtaining supplies of adequate or suitable materials, or the inability of either Party's personnel to come to work due to any of the aforementioned (a "**Force Majeure Event**"). Company shall give notice as soon as is practicable of the occurrence of a Force Majeure Event to the Customer, stating the period of time the occurrence is expected to continue if such period of time can be reasonably estimated. Company shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. Company shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event Company's failure or delay remains uncured for a period of 90 days following written notice given by it under this Section, Customer may thereafter terminate cancel its order for any Equipment that has not yet been installed, and the economics of this Agreement shall be reduced proportionally to reflect the reduced number of light poles.



**EXHIBIT 1**  
**TO ADDENDUM A – SCOPE OF WORK**

Number of lights: 350  
Light Temperature (Color): 4,000 Kelvins  
Motion Sensor: Yes  
Light Head: Kolter Bell Head  
Fixture Color: Dark Bronze (RAL 8019)  
Arm: Goose Neck  
Pole Type: Composite or Aluminum Direct Burial  
Pole Color: Dark Bronze (RAL 8019)  
Pole Base: None, or Washington



**EXHIBIT 2**  
**TO ADDENDUM A – INSTALLATION DESIGN & SITE MAP**


The Photometrics, installation and site map are in a shared folder at the following link and can be downloaded at any time.

<https://ln5.sync.com/dl/e34abed30/gid5qusg-qjv5rgbn-3b7grtup-99w5arxd>

[SIGNATURE PAGE SOLAR LIGHTING AGREEMENT]

**SIGNED,**

Recovered Energy Technologies USA Inc

By: 

Joel Brayman

Managing Director

Date: \_\_\_\_\_



Summerwoods Community Development District (CDD)

By: 

Printed Name: Candice Bain

Position: Chair, Summer Woods CDD

Date: \_\_\_\_\_

