



Rizzetta & Company

Summer Woods Community Development District

**Board of Supervisors' Meeting
February 1, 2024**

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

www.summerwoodscdd.org

**SUMMER WOODS
COMMUNITY DEVELOPMENT DISTRICT**

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

Board of Supervisors	Candice Bain Vacant Vacant Matthew Ruxton Chris Sullivan	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Matt O'Nolan	Rizzetta & Company, Inc.
District Counsel	Jere Earlywine	Kutak Rock Law Group
District Engineer	Matt Morris	Morris Engineering

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

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

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

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

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 2700 S. FALKENBURG RD, SUITE 2700• RIVERVIEW, FLORIDA 33578

www.SummerWoodsCDD.org

Board of Supervisors
Summer Woods Community
Development District

1/29/2024

REVISED AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Summer Woods Community Development District will be held on **Thursday, February 1, 2024 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 ReportTab 1
 1. Consideration of Mulch ProposalsTab 2
 - B. Waterway Management Report.....Tab 3
 - C. Operational Managers Report.....Tab 4
 - D. District Counsel
 1. Ratification of Acquisition of Phases IIIB & IVB Utilities Improvements.....Tab 5
 - E. District Engineer
 - F. District Manager
 1. Review of District Manager ReportTab 6
 2. Review of Financial StatementTab 7
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on November 2, 2023Tab 8
 - B. Consideration of the Operation and Maintenance Expenditures for October, November, and December 2023Tab 9
- 5. BUSINESS ITEMS**
 - A. Ratification of Wetland Maintenance Agreement.....Tab 10
 - B. Discussion on Security Guard Expectations
 - C. Consideration of Pool Heating Proposal.....Tab 11
 - D. Presentation of Streetlight Software
 - E. Consideration of Landscape RFPTab 12
 - F. Ratification of ICard Merrill Fee Agreement for Real Estate CounselTab 13
 - G. Consideration of Real Estate Documents for Median Property Transfer to CountyTab 14
 - H. Presentation of 4th Quarter Website AuditTab 15
 - I. Consideration of Landscape Inspection Services Addendum.....Tab 16
 - J. Acceptance of Board Member Resignation
- 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, District Manager

Tab 1

SUMMER WOODS

LANDSCAPE INSPECTION REPORT



January 19th, 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.
- ❑ What is the fertilize schedule for the new year until the Nitrogen ban starts?
- ❑ 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. **There is still a dead palm on the West ROW of Summerwoods Dr. just North of Daybreak Glen. Has this been proposed for removal?**
2. Treat weeds in the median beds on Summerwoods Dr.
3. Treat Dollarweed in turf on medians on Summerwoods Dr.
4. **Need to remove tree braces on Summerwoods Dr. A couple in the median and a couple on the ROWs. Was this proposed as asked in previous report?**
5. **There are a couple Thryallis that have been blown over and need straightening on the East ROW of Summerwoods Dr. (Pic. 5)**
6. Diagnose and treat declining Lilies on the first median on Summerwoods Dr. off Moccasin Wallow. Remove any dead or diseased material.
7. Treat ant mounds in turf and beds on Summerwoods Dr.
8. Need to remove tree braces at the amenity center and surrounding areas. One in the parking lot in front of the splash pad and another in front of the lift station.
9. Remove dead hanging fronds in the palms in front of the splash pad at the community amenity area.
10. Diagnose and treat turf in front of the community pool on the West side that appears to have fungus.
11. Treat weeds in the beds in front of the community pool.
12. Diagnose and treat the Irises in the beds on either side of the sidewalk before entering the community pool.
10. There is a dead Sable Palm on the Eastside of the community pool by the pool pump area. Please provide a proposal for replacement.



Amenity Center, Daybreak Glen

12. Treat broadleaf weeds and sedge in turf by the bike rack at the community pool area. (Pic. 12)



13. Remove Spanish Moss on the ground under the large Oak tree in the big dog park.
14. Diagnose and treat Ornamental Grasses just North of the dog park before the parking lot that appears to have Spider Mites.
15. Dead hanging frond in Foxtail Palm in the splash pad area.
16. Investigate a declining Oak tree in front of the lift station by the splash pad and playground area. Report your findings.
17. Remove weeds in the Ornamental Grasses at the playground area.
18. Remove dead plantings in between the splash pad and playground area. What species of plants would do well in this area?
19. Prune the sides of the Ornamental Grasses next to the sidewalk on the backside of the playground area. (Pic. 19>)
20. Remove dead material out of the Shell Ginger inside the pool area.
21. Scout and treat ants in all beds around the community amenity areas.

23. Diagnose and treat the declining Bird of Paradise on the entrance side at the gated area of Daybreak Glen.

24. Dead Sable Palm on the Northwest corner of Daybreak Glen and Firefly intersection.

25. Treat broadleaf turf weeds at the mailbox kiosk area behind the gated section of Daybreak Glen.

26. Remove the staking system on an Oak the corner of Daybreak Glen and Starlight.

27. There was a palm removed on the exit side of the gated section on Daybreak Glen where the stump remains. I feel if a palm is not going back in then a shrub should be planted in front to fill in the bare area. Also, this area needs mulch to cover the drip line. (Pic. 27)



Western Wood Ave., Moccasin Wallow

28. Remove a 2x4 piece of lumber sticking out of the ground in the bed at the mailbox kiosk on Daybreak Glen closest to the community pool. (Pic. 28)



29. Dead Pine Tree on the North ROW of Daybreak Glen between Rain Lily and Sunshower Pl. along the drainage swale that cuts through.

30. Remove Pine Tree braces throughout district that have been installed for more than a year.

31. Need to maintain in front of the guard rails on Zienna Ln. and ensure no vegetation is growing up through them.

32. The beds behind single family houses on East Daybreak Glen that back up to the powerlines need to be maintain. (Pic. 32)



33. There is a dead Sable Palm and two dead Cedar Trees at the lift station area on Daybreak Glen. Asking if these are still under warranty?

34. I feel a path needs to be mowed on the backside of the beds on Daybreak Glen backing up to the powerlines. Power line fields are contracted less than other mowing events, however I feel one mowers width should be mowed to maintain the bed structures.

35. Weeds in beds at the mailbox kiosk area on Daybreak Glen just South of Snap Pop Ln.

36. Noting construction debris that needs to be removed out of the bed at the mailbox kiosk on Daybreak Glen just South of Snap Pop Ln. (Pic. 36)



37. There is a dead Magnolia on the East ROW of Western Wood Ave. What is the status for submitting this proposal?

38. Remove dead fronds in palm trees on the medians and ROWs of Western Wood Ave from the gated section to Moccasin Wallow.

39. There is a dead Sable Palm on the East side of Western Wood Ave. along the aluminum fence of the gated section. Is this under warranty?



Western Wood Ave., Moccasin Wallow

40. Turf on East and West side of the Western Wood Ave. and Moccasin Wallow appears chlorotic and needs fertilizer.
41. There is a palm in decline on the South end of the first median of Western Wood Ave. off Moccasin Wallow. Investigate and report your findings.
42. Treat broadleaf turf weeds on Western Wood Ave.
43. Need to start maintaining swales across the street from Dead Wood Terr.
44. Treat broadleaf weeds on High Noon Tr. ROW by the retention pond.
45. Asking if an enhancement plan has been constructed for Moccasin Wallow ROW from Summerwoods Ave. to Eastend of the property to be considered for when road construction is complete?
46. Remove tree staking systems along Moccasin Wallow ROW West of Summerwoods Dr. that have been there for more than a year. This is for the older section. Not by Western Woods.
47. A couple dead palms on the East corner of Western Wood Ave. and Moccasin Wallow intersection.
48. 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. What is the latest status on this proposal?



Proposals

1. Brightview to provide a proposal to remove and replace a dead Sable Palm on the Northwest corner of Daybreak Glen and Firefly. Item #24 in report. (Pic. 1)



Tab 2

Proposal for Extra Work at Summerwoods CDD

Property Name	Summerwoods CDD	Contact	Matt O'Nolan
Property Address	11126 Daybreak Glen. Parrish, FL 34219	To	Summer Woods CDD
		Billing Address	c/o Rizzetta and Company 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name Summerwoods Common Bed Mulch Proposal 12-11-23

Project Description Mulch Install - Brown

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
560.00	CUBIC YARD	Install Cocoa brown cypress mulch in appropriate common beds throughout property, Entrance, and Amenity center - 560 cubic yards total	\$50.00	\$28,000.00

For internal use only

SO# 8300350
JOB# 340500121
Service Line 160

Total Price \$28,000.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
415 27th Street SE, Ruskin, FL 33570 ph. (813) 641-3672 fax (813) 641-7582

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Signature	Title	District Manager Rizzetta
Matt O'Nolan		December 11, 2023
Printed Name	Date	

BrightView Landscape Services, Inc. "Contractor"

Signature	Title	Account Manager Exterior
Joseph Shears		December 11, 2023
Printed Name	Date	

Job #:	340500121	SO #:	8300350	Proposed Price:	\$28,000.00
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Proposal for Extra Work at Summerwoods CDD

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Property Address	11126 Daybreak Glen. Parrish, FL 34219	To	Summer Woods CDD
		Billing Address	c/o Rizzetta and Company 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name Summerwoods Playground Mulch Proposal 12-11-23
Project Description Replenishing Playground Mulch

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
35.00	CUBIC YARD	Replenish playground mulch by amenity center - 2" depth with certified playground mulch - 5,650 sq ft - 35 yards total	\$78.00	\$2,730.00

Images

17 8



For internal use only

SO# 8300295
JOB# 340500121
Service Line 160

Total Price \$2,730.00

THIS IS NOT AN INVOICE

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415 27th Street SE, Ruskin, FL 33570 ph. (813) 641-3672 fax (813) 641-7582

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Customer

	District Manager Rizzetta
Signature	Title
Matt O'Nolan	December 11, 2023
Printed Name	Date

BrightView Landscape Services, Inc. "Contractor"

	Account Manager Exterior
Signature	Title
Joseph Shears	December 11, 2023
Printed Name	Date

Job #:	340500121		
SO #:	8300295	Proposed Price:	\$2,730.00

Tab 3

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 11-2-23

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

Lake #'s	<u>21</u>	<u>21</u>	<u>18, 20, 22, 23, 30, 38</u>			
Weeds Treated	<u>Dye</u>	<u>A</u>	<u>Aw, Ct, Pr, 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 |
| 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 located where high winds would allow safely.

WATER TESTING (COMBINED AVERAGE)

TEMPERATURE H ₂ 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 type="checkbox"/> Mosquitofish | <input type="checkbox"/> Oscar | <input checked="" 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 type="checkbox"/> Snake | <input type="checkbox"/> Wild Hog | <input type="checkbox"/> Raccoon | <input type="checkbox"/> Coyote | <input type="checkbox"/> Manatee |
| BIRDS | <input type="checkbox"/> Egret | <input checked="" type="checkbox"/> Muscovies | <input type="checkbox"/> Coot | <input type="checkbox"/> Bald Eagle | <input checked="" type="checkbox"/> Osprey |
| | <input type="checkbox"/> Anhinga | <input checked="" type="checkbox"/> Cormorant | <input checked="" type="checkbox"/> Wild Ducks | <input type="checkbox"/> Ibis | <input checked="" type="checkbox"/> Wood Stork |
| | <input type="checkbox"/> Limpkin | <input type="checkbox"/> Pelican | <input checked="" type="checkbox"/> Sandhill Crane | <input type="checkbox"/> Tricolored Heron | <input type="checkbox"/> Roseate Spoonbill |
| | <input checked="" type="checkbox"/> Moorhen | <input type="checkbox"/> Snail Kite | <input checked="" 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 Summerwoods BIOLOGIST Brandon DATE 11/2/23

TEMPERATURE (°F)

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

 CLOUD COVER

Clear	25-50%
50-75%	Overcast

 WIND

0-5	6-10
11-15	16+

Lake #'s	<u>21</u>	<u>37</u>	<u>30</u>	<u>24</u>		
Weeds Treated	<u>A</u>	<u>A</u>	<u>A, CH</u>	<u>A, CT</u>		

KEY A = Algae Ch = Chara Hyg = Hygrophila Pr = Primrose Ta = Tape Grass
 Aw = Alligatorweed Co = Coontail Ip = Illinois Pondweed Ru = Ruppia Tg = Torpedograce
 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 sprayed for algae

WATER TESTING (COMBINED AVERAGE)

TEMPERATURE H₂O (°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 Ibis 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 JR DATE 11-2-23

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

Lake #s	2-3	4	19	5-9	37-36	35
Weeds Treated	Algae	Algae	Algae	Algae	Algae	Algae

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

REMARKS: Sprayed lakes for Algae due to higher winds
Could not spray some parts of lake.

WATER TESTING (COMBINED AVERAGE)

TEMPERATURE H ₂ 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 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 type="checkbox"/> Egret | <input checked="" type="checkbox"/> Muscovies | <input type="checkbox"/> Coot | <input type="checkbox"/> Bald Eagle | <input type="checkbox"/> Osprey |
| | <input type="checkbox"/> Anhinga | <input type="checkbox"/> Cormorant | <input type="checkbox"/> Wild Ducks | <input checked="" type="checkbox"/> Heron | <input type="checkbox"/> Wood Stork |
| | <input 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: _____

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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 11-16-23

TEMPERATURE (°F)

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

 CLOUD COVER

Clear	25-50%
50-75%	Overcast

 WIND

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

Lake #'s	9, 21, 37, 38	21, 38			
Weeds Treated	A	Aw, Pr, Pw, Tg			

- 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 treated till rain started

WATER TESTING (COMBINED AVERAGE)

TEMPERATURE H ₂ 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 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 checked="" 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 type="checkbox"/> Snake | <input type="checkbox"/> Wild Hog | <input type="checkbox"/> Raccoon | <input type="checkbox"/> Coyote | <input type="checkbox"/> Manatee |
| BIRDS | <input type="checkbox"/> Egret | <input type="checkbox"/> Muscovies | <input type="checkbox"/> Coot | <input type="checkbox"/> Bald Eagle | <input type="checkbox"/> Osprey |
| | <input 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 checked="" 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 type="checkbox"/> Great Blue Heron |

OTHER: _____

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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 12-7-23

TEMPERATURE (°F)

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

 CLOUD COVER

Clear	25-50%
50-75%	Overcast

 WIND

0-5	6-10
11-15	16+

Lake #'s	<u>9, 21, 35, 37, 38</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 | Wll = 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 for algae

WATER TESTING (COMBINED AVERAGE)

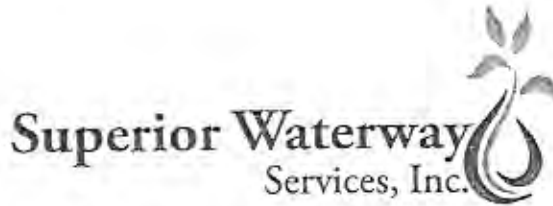
TEMPERATURE H ₂ O (°F)	<input type="checkbox"/> High 85-95	<input type="checkbox"/> Normal 75-86	<input type="checkbox"/> Low 75 <
DISSOLVED OXYGEN (ppm.)	<input type="checkbox"/> High 6-8	<input type="checkbox"/> Normal 4 -6	<input type="checkbox"/> Low 4 <
pH READING	<input type="checkbox"/> Acid 1-7	<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 checked="" type="checkbox"/> Suckermouth Catfish | <input type="checkbox"/> Peacock Bass | <input type="checkbox"/> Mayan Cichlid |
| | <input type="checkbox"/> Snakehead | <input checked="" type="checkbox"/> Tilapia | <input type="checkbox"/> Florida Gar | <input type="checkbox"/> Piranha | <input type="checkbox"/> Clown Knife Fish |
| WILDLIFE | <input checked="" type="checkbox"/> Alligator | <input checked="" type="checkbox"/> Turtle | <input type="checkbox"/> Otter | <input type="checkbox"/> Iguana | <input type="checkbox"/> Fox |
| | <input 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 type="checkbox"/> Muscovies | <input type="checkbox"/> Coot | <input type="checkbox"/> Bald Eagle | <input checked="" type="checkbox"/> Osprey |
| | <input type="checkbox"/> Anhinga | <input type="checkbox"/> Cormorant | <input type="checkbox"/> Wild Ducks | <input checked="" type="checkbox"/> Heron | <input type="checkbox"/> Wood Stork |
| | <input checked="" type="checkbox"/> Limpkin | <input type="checkbox"/> Pelican | <input checked="" type="checkbox"/> Sandhill Crane | <input type="checkbox"/> Tricolored Heron | <input type="checkbox"/> Roseate Spoonbill |
| | <input checked="" type="checkbox"/> Moorhen | <input type="checkbox"/> Snail Kite | <input checked="" type="checkbox"/> Little Blue Heron | <input type="checkbox"/> Green Heron | <input checked="" type="checkbox"/> Great Blue Heron |

OTHER: _____

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WATERWAY MANAGEMENT REPORT



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www.superiorwaterway.com

CUSTOMER Summer Woods BIOLOGIST Bill DATE 12-20-23

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

Lake #'s	<u>2, 3, 4, 9, 18, 19, 21, 24, 25, 35, 36, 38</u>				
Weeds Treated	<u>Aw, Ct, Pr, Ba, 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 |
| 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 Lake treated where needed and winds would allow safely

WATER TESTING (COMBINED AVERAGE)

TEMPERATURE H ₂ 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 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 checked="" type="checkbox"/> Tilapia | <input type="checkbox"/> Florida Gar | <input type="checkbox"/> Piranha | <input type="checkbox"/> Clown Knife Fish |
| WILDLIFE | <input type="checkbox"/> Alligator | <input type="checkbox"/> Turtle | <input type="checkbox"/> Otter | <input type="checkbox"/> Iguana | <input type="checkbox"/> Fox |
| | <input 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 type="checkbox"/> Muscovies | <input type="checkbox"/> Coot | <input type="checkbox"/> Bald Eagle | <input checked="" type="checkbox"/> Osprey |
| | <input checked="" type="checkbox"/> Anhinga | <input checked="" type="checkbox"/> Cormorant | <input checked="" type="checkbox"/> Wild Ducks | <input type="checkbox"/> Ibis | <input type="checkbox"/> Wood Stork |
| | <input type="checkbox"/> Limpkin | <input type="checkbox"/> Pelican | <input type="checkbox"/> Sandhill Crane | <input type="checkbox"/> Tricolored Heron | <input type="checkbox"/> Roseate Spoonbill |
| | <input checked="" 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: _____

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WATERWAY MANAGEMENT REPORT



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www.superiorwaterway.com

CUSTOMER Summer Woods BIOLOGIST Bill DATE 1-4-24

TEMPERATURE (°F)	<55	55-65	<u>66-78</u>	CLOUD COVER	Clear	25-50%	WIND	<u>0-5</u>	6-10
	76-85	86-95	96+		50-75%	Overcast		11-15	16+

Lake #'s	<u>9, 21, 23, 24, 34-35</u>	<u>24, 34</u>				
Weeds Treated	<u>A</u>	<u>Aw, CT, P, Pw, Tg</u>				

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

REMARKS: inspected lakes treated where needed

WATER TESTING (COMBINED AVERAGE)

TEMPERATURE H ₂ 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 checked="" type="checkbox"/> Suckermouth Catfish | <input type="checkbox"/> Peacock Bass | <input type="checkbox"/> Mayan Cichlid |
| | <input type="checkbox"/> Snakehead | <input checked="" type="checkbox"/> Tilapia | <input type="checkbox"/> Florida Gar | <input type="checkbox"/> Piranha | <input type="checkbox"/> Clown Knife Fish |
| WILDLIFE | <input checked="" type="checkbox"/> Alligator | <input checked="" type="checkbox"/> Turtle | <input type="checkbox"/> Otter | <input type="checkbox"/> Iguana | <input type="checkbox"/> Fox |
| | <input 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 type="checkbox"/> Muscovies | <input type="checkbox"/> Coot | <input type="checkbox"/> Bald Eagle | <input checked="" type="checkbox"/> Osprey |
| | <input type="checkbox"/> Anhinga | <input checked="" type="checkbox"/> Cormorant | <input checked="" type="checkbox"/> Wild Ducks | <input type="checkbox"/> Heron | <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 checked="" 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: _____

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Fish Stocking • Wetland Planting & Maintenance • Water Clarification**

Tab 4

Summerwoods CDD

COMMUNITY DEVELOPMENT DISTRICT

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

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.**
- **Holiday Lightening is now installed and working as expected**
- **Tier 1 is now providing Pest Control for Summerwoods**
- **Marc's Security is now provided Security for Summerwoods**
- **Ordered a Clock**
- **Purchased a USA Flag**
- **Symbiont Service Corp sent us a Proposal for heating the pool**
- **Creative Signs is making metal Signs regarding Marc's Security for throughout Summerwoods Pool areas**
- **In the process of locating the switch that adjusts the parking lot lights due to Daylight Savings Time**

-

Events/Activities

- **Monthly Community Trash Pickup October 7th, 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 5

AFFIDAVIT BY DISTRICT
[SUMMERWOODS - PHASES IIIB & IVB UTILITIES & ROADWAY IMPROVEMENTS]

STATE OF Florida _____ :

: S S

COUNTY OF Manatee _____ :

I, Matt O'Nolan _____, District Manager, having been first duly sworn, do now depose and say: That all persons, firms and corporations who have furnished services, labor or materials as of this date for Summer Woods – Phases IIIB & IVB, have fully completed their respective work and that there are no bills for labor, materials or applications in connection with such construction which have not been paid.

Signed, sealed and delivered in the presence of
Witnesses:

**SUMMER WOODS COMMUNITY DEVELOPMENT
DISTRICT**

Melissa Joy Williams
Print name: Melissa Williams

By: Matt O'Nolan
Print Name: Matt O'Nolan
Its: District Manager

JoAnne Linn
Print name: JOANNE LINN

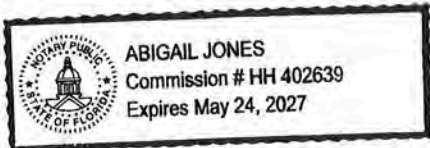
STATE OF FL
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2023, by Matt O'Nolan as District Manager of Summer Woods CDD, 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.

Abigail Jones
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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



KOLTERLAND

Contractor Agreement

Effective Date:	March 14, 2022		
Owner:	Full Legal Company Name: VK Summerwoods LLC, a Delaware limited liability company		
	Address: 14025 Riveredge Drive, Suite 175		Phone: 813-615-1244
	City: Tampa		Fax: 813-615-1461
	State: FL	Zip: 33637	Email: raman@kolter.com
	Authorized Representative: Roger Aman		Cell Phone: 863-944-5576
Contractor:	Full Legal Company Name: E.T. MacKenzie of Florida, Inc.		
	Vendor Number: Click here to enter text.		
	Contractor State License No.: Click here to enter text.		
	Contractor County License No.: Click here to enter text.		
	Contractor City License No.: Click here to enter text.		
	Federal Employer I.D. No.: 38-3204096		
	Address: 6212 – 33rd Street East		Phone: 941-756-6760
	City: Bradenton		Fax: 941-756-6698
	State: FL	Zip: 34203	Email: kccoulthart@mackenzieco.com
	Authorized Representative: K.C. Coulthart, P.E.		Cell Phone: 941-779-7075
Project:	Summerwoods 3B and 4B		
Project HOA Entity:	Full Legal Company Name: Click here to enter text.		
Project Location:	County: Manatee	State: Florida	Zip: Click here to enter text.

CONTRACTOR shall comply with all applicable laws, statutes, regulations and codes, including without limitation those relating to anti-bribery and anti-corruption, including without limitation the Foreign Corrupt Practices Act of 1977 and Bribery Act 2010, each as amended (the "Relevant Requirements"). At any time when requested by the Owner, Contractor shall certify in writing that Contractor is and at all times has been in compliance with all Relevant Requirements. The Owner may terminate this Agreement immediately by giving written notice to Contract if Contractor is, or Owner reasonably suspects that Contractor, is not in compliance with the Relevant Requirements.

- Parties; Effective Date.** This Contractor Agreement ("Agreement") is between the above-identified Owner and Contractor, and is effective on the Effective Date set forth above. The above-identified Owner shall be deemed a third party beneficiary of this Agreement with respect to any provision of this Agreement that benefits Project Owner. For the purposes of this Agreement, "Affiliate" means any person or entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Owner or Contractor. As used in this definition "control" (including, with correlative meanings,

"controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interest, by contract or otherwise). Owner and Contractor shall collectively be referred to in this Agreement as the "Parties".

See Schedule "1" for All Plans Specifications and References

Purpose of Agreement.


1.1 This Agreement is a ~~SUMMERSUM~~ Agreement and sets forth the terms under which Owner may request and Contractor shall provide, as an independent contractor, certain labor, skills and supervision (collectively the "Work") to Owner in connection with the above-identified Project. Work includes all related procurement of materials, supplies, labor, and equipment (collectively the "Materials and Labor") included with and/or used in connection with Work, and/or designated by Owner in Specifications for the Project to complete the Summerwoods Project in substantial conformance with plans and specifications as enumerated on Schedule "1" attached hereto. Contractor acknowledges that there is no guarantee of any amount of Work to be awarded under this Agreement but to the extent any Work is agreed to, the terms of this Agreement shall control. The intent of the Parties is to have the contractual terms agreed to in this Agreement so that the Parties can focus solely on the specific business terms of any Work.

1.2 Contractor agrees to be bound to Owner by the terms of this Agreement and shall assume towards Owner all the obligations and responsibilities, including the responsibility for safety of the Work. Moreover, nothing in this Agreement shall prejudice or impair the rights of Owner. Additionally, Contractor agrees that nothing in any contract between Contractor and any Contractor shall prejudice or impair the rights of Owner contained in this Agreement.

2. Agreement Documents.


2.1 This Agreement consists of: (a) this Agreement, which defines the basic terms and conditions of the relationship between the parties; (b) ~~Exhibits and schedules attached to this Agreement~~ and (c) any amendments agreed to in writing between the parties pursuant to this Agreement ((a) through (c) collectively, shall be referred to herein as the "Agreement Documents"). The provisions of the Agreement Documents shall, to the extent possible, be interpreted consistently, and in a manner as to avoid conflict. In the event of a conflict or inconsistency by and between the Agreement Documents, the greater or more stringent requirement shall apply, but in the event this does not resolve such a dispute, the following order of precedence shall apply: (i) Amendments to this Agreement; (ii) Exhibits to this Agreement; and (iii) the terms of this Agreement. Exhibits and schedules attached to this Agreement consist of: Schedule "1" "List of Plans And Specifications; Exhibit A - Trade Specific Scope of Work; Exhibit B - General Conditions; Exhibit C - Site Safety Rules; Exhibit D - Emergency Action Plan; Exhibit E - Insurance Requirements; Exhibit F - Partial Waiver & Release of Lien; and Exhibit G - Final Waiver & Release of Lien.

2.2 **THIS AGREEMENT AND THE DOCUMENTS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE REPRESENT THE ENTIRE AGREEMENT BETWEEN OWNER AND CONTRACTOR AND SUPERSEDE PRIOR NEGOTIATIONS, REPRESENTATIONS, AGREEMENTS - EITHER WRITTEN OR ORAL. TERMS AND CONDITIONS OF PROPOSALS, QUOTATIONS, DELIVERY TICKETS, INVOICES, WORK ORDERS AND OTHER SIMILAR ITEMS, UNLESS SPECIFICALLY MADE A PART OF THIS AGREEMENT, SHALL NOT BE APPLICABLE. ANY AND ALL ~~TERMS OF ANY CONTRACTOR QUOTATIONS, ACKNOWLEDGEMENTS, INVOICES OR OTHER CONTRACTOR DOCUMENTATION RELATED TO THE PROJECT INCLUDING BUT NOT LIMITED TO THOSE IDENTIFIED ABOVE ARE HEREBY CANCELLED AND RENDERED NULL AND VOID TO THE EXTENT OF SUCH CONFLICT AND/OR INCONSISTENCY, AND THIS AGREEMENT WILL CONTROL. THIS SUBCONTRACT MAY BE AMENDED ONLY BY A WRITTEN MODIFICATION SIGNED BY BOTH PARTIES.~~**

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3. Ordering Process.

- 3.1** During the term of this Agreement, Owner may make available Specifications and related documents and information to Contractor related to the Project, and request from Contractor a bid or proposal for Work for the Project. For the purposes of this Agreement, "Specifications" includes all plans, reports, drawings, sketches, renderings, specifications, option lists, and other related documents in connection with the Project, as enumerated on Schedule "I" of the Agreement, including all revisions thereto made throughout the progress of the Project.
- 3.2** If requested, Contractor may submit a bid or proposal to Owner in connection with the Project, in which case Contractor: (a) represents and warrants that it has inspected the Project jobsite, if necessary, has found the Project jobsite available and accessible, and has reviewed the Specifications and related documents and information for the Project in formulating and preparing its bid or proposal; (b) shall (as requested by Owner) identify all suppliers, subcontractors, laborers, material suppliers, engineers, agents, consultants and/or other persons from whom Contractor proposes to purchase and/or to contract for necessary Work, Materials and Labor required by Contractor for the Project and any other entity under the direction of Contractor (collectively, "Contractor's Agents"); (c) shall provide any information requested by Owner, including, without limitation, detailed take-offs, Material specifications and literature, quantities, unit costs, labor costs and hours, submittals, shop drawings, insurance costs and other overhead and (d) represents and warrants that it has investigated and confirmed that its proposed Work complies with all applicable local, state and federal ordinances, laws, rules and regulations, including but not limited to building codes, safety laws, all occupational safety and health standards promulgated by the Secretary of Labor under the Occupational Safety and Health Act (collectively, "Applicable Laws"), or has brought to the immediate attention of Owner in writing any portion of the Work that does not so comply.
- 3.3** Contractor agrees that all Specifications, including copies thereof, are the property of Owner and are not to be used on other work or given to other parties, except as required for the Work or when permitted by an officer of Owner in writing. Owner shall be deemed the author and owner of the Specifications and shall retain all common law, statutory and other reserved rights, including copyright. All Specifications shall be returned to Owner upon completion of the Work.
- 3.4** During the term of this Agreement, Owner may make available a Contractor(a) notice to proceed and/or change orders; (b) Specifications, to the extent such Specifications are relevant to the Work; and/or (c) the schedule for the Project, including, but not limited to the Work to be performed by Contractor, that is prepared by Owner and provided to Contractor ("Construction Schedule"). A Construction Schedule may be delivered to Contractor, posted at the Project jobsite and/or published from time to time in electronic format. Any other notice by Owner under this Agreement may be written and/or electronic and may be placed in person by mail, fax, e-mail and/or by or through any other media or mode of communication selected by Owner.
- 3.5** **Acceptance of Work.** If Contractor commences performance of the Work, with or without a fully executed Agreement, it will be deemed to have accepted the terms and conditions of this Agreement. If Contractor commences Work without a fully executed Agreement, it shall do so at its own risk and cost.
- 3.6** Items of Work or Materials omitted from Contractor's bid or proposal that are clearly inferable from the Specifications presented by Owner shall be performed by Contractor and shall be deemed to be part of the Work, at no additional cost to Owner. The description of Work to be performed by Contractor shall not be deemed to limit the obligations of Contractor. Contractor shall immediately notify Owner in writing of any discrepancy, error, conflict or omission discovered by Contractor or Contractor's Agents in the Specifications at any time.
- 3.7** Contractor acknowledges and agrees that this is a non-exclusive agreement and that nothing herein constitutes a promise, guarantee, representation or commitment of any minimum or specified number of opportunities or that any Work shall be issued to Contractor hereunder.

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4. Initiation of Work.

4.1 Contractor shall perform all Work described in the Specifications in accordance with this Agreement. Time is of the essence in connection with all of Contractor's obligations under this Agreement.


4.2 Contractor represents and warrants that it shall be properly authorized to do business in any jurisdiction where it shall perform Work, and that it shall be properly licensed by all necessary governmental authorities for the Work contemplated by this Agreement. Contractor shall, at its sole cost, obtain all permits required for Contractor to perform Work, other than general building permits, which shall be provided by Owner. It is the responsibility of the Contractor to maintain current copies of all licenses and certificates of competency required by all jurisdictions where Contractor shall perform Work, and to provide to and maintain with Owner current copies of these documents to Owner before commencement of Work, and continually throughout the course of the Project should any of these change in any manner.

4.3 Contractor shall have no authority to commence Work at any location of the Project until Contractor has received written notice to proceed from Owner for the specific location.

4.4 Contractor represents and warrants that, prior to commencing Work on the Project initially, or at any subsequent time, it shall have:

- (a) thoroughly inspected the then-current state of the Project jobsite and reviewed the latest version of the Specifications and Construction Schedules for the Project, it being Contractor's responsibility to stay informed regarding all changes in the jobsite, Specifications and Construction Schedules throughout the course of the Project;
- (b) ascertained the jobsite conditions to be encountered in the performance of the Work, including verifications of all grades, measurements and the locations of all existing utilities;
- (c) inspected all curbs, landscaping, common areas, walks, drives and streets, and reported any damage to Owner (damage found later may be charged to Contractor);
- (d) verified that all Work, storage and access areas and surfaces related to or adjoining the Work are satisfactory for the commencement of the Work. The commencement of the Work by Contractor shall be deemed as Contractor's acceptance of the jobsite and all access and storage areas; and
- (e) notified Owner, in writing, of any discrepancy, error, conflict or omission discovered by Contractor at the jobsite, in regards to the Specifications and/or work of others.

4.5 Contractor shall inspect the Project prior to beginning its Work. If any problems, vandalism, damage, differences from the Specifications, and/or irregularities in components, which are unacceptable exist as to pre-existing work, Contractor shall promptly notify Owner so that these items are corrected prior to Contractor beginning its Work. ~~Commencement of any Work to be performed by Contractor constitutes an affirmation by Contractor that, to the best of Contractor's knowledge, the work which preceded Contractor's Work has been completed in a proper and acceptable fashion.~~ In no event should the Contractor be entitled to claim extra compensation as a result of unacceptable surface and/or areas unless same has been reported in writing prior to commencement of work. Thereafter, if any incorrect work by others preceding performance by Contractor necessitates all or a portion of Contractor's Work to be revised or replaced (as determined by Owner in its sole and absolute discretion), the costs of the same shall be borne by Contractor, and such Work shall be subject to Owner's review and acceptance. In addition, Contractor shall be liable and responsible to Owner if Contractor's Work results in problems, defects and/or delays in the work of other Contractors or Contractors. The completion of any portion of the Work constitutes a warranty on Contractor's part that such portion of the Work is in accordance with all provisions of the Agreement Documents and all Applicable Laws. To the extent all or any portion of the Work fails to meet the foregoing standard, Contractor shall have 48 hours after learning of (or receiving notice of) such failure to begin curing

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the failure and any damage caused thereby. To the extent Contractor fails to begin the cure within such 48 hour period, or thereafter fails to proceed diligently, then Owner may, in addition to any other remedies set forth in the Agreement Documents, complete any and all Work it deems necessary and may set off any amounts spent against amounts owed to Contractor by Owner or any of their Affiliates. Furthermore, to the extent that such amounts are insufficient to compensate Owner for monies spent, then Contractor shall remit such deficit to Owner within 5 days of request therefore by Owner.

5. Performance and Progress of Work.

5.1 The Contractor has prepared and provided a ~~Construction Schedule~~ (the "Schedule") (**Exhibit I**) for the Project. The Schedule includes a "Substantial Completion" date for these improvements. Should Contractor fail to meet this completion date, ~~Owner has the right to subtract Liquidated Damage Amounts as outlined in Section 5.10.~~


The Schedule also include a "Final Completion" date for the Phase 2A and Buffalo Road improvements. Should Contractor fail to meet this completion date, Owner has the right to subtract Liquidated Damage Amounts as outlined in Section 5.10.

5.2 From time to time Owner may issue instructions to Contractor identifying the Work to be performed at each specific location within the Project, and establishing a Construction Schedule for that portion of the Work. Contractor must review the Construction Schedule daily to verify, prior to commencing any Work any changes to the Construction Schedule and that the correct Materials, colors, options, and elevations are being used, as well as confirming that the schedule is current. Owner may amend the Construction Schedule for the Project from time to time by giving Contractor written notice of the new Construction Schedule, revised Specifications or specific Project jobsite conditions. Owner may also direct that certain parts of the Work be prosecuted in preference to others in order to maintain the progress of the Project.

5.3 Upon request, Contractor shall identify to Owner in writing all suppliers and other persons from whom Contractor proposes to purchase or to contract with or has purchased from or contracted with for necessary Materials, Work and other items which may be required by Contractor to fully perform its obligations hereunder. Contractor shall furnish, at its own cost and expense, all Work, Materials, and Labor and equipment to perform Work in accordance with the terms of this Agreement. Contractor shall have the necessary personnel available to meet the Construction Schedule, including but not limited to personnel necessary to maintain the Construction Schedule due to any weather delays. Contractor shall pay all taxes, royalties and license fees applicable to Materials furnished by Contractor in the performance of this Agreement. Contractor shall secure and pay for all government approvals, if necessary, for the incorporation of Materials into the Project. Should Contractor use Owner's equipment or facilities, Contractor shall reimburse Owner at a pre-determined rate prior to the use thereof.

5.4 Contractor hereby agrees to comply with all provisions and requirements of the local jurisdiction within which the Project is located, including, but not limited to, those relating to construction noise. Unless otherwise specified by Owner, construction, alteration, or repair activities which are authorized by a valid permit shall be allowed between the hours permitted by the jurisdiction in which the Project is located. On weekends and federal holidays, construction shall be allowed only upon receipt of a weekend/holiday work permit from the local jurisdiction, if required, by its ordinances and/or any applicable homeowner's association rules. Contractor shall have the option, at its own cost, to provide and maintain feasible noise control measures. If mitigation is not feasible, then Work shall be scheduled during the hours when residents shall be least affected, at no additional cost to Owner. If blasting activities are required to perform the Work, Contractor shall conduct the blasting activities in compliance with all Applicable Laws. Contractor shall submit blasting plans to the local jurisdiction for review and obtain approval prior to commencing any on-site or off-site blasting activities.

5.5 Contractor shall perform all Work in accordance with the terms and conditions set forth in this Agreement. Contractor shall coordinate its Work with Owner and other Contractors and sub-Contractors of Owner and/or


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other contractors so that there will be no delay or interference with the Work being performed by Owner and its Contractors. Contractor shall perform all Work promptly and efficiently and without delaying other work on the Project. Contractor agrees to remedy promptly, at its expense and to the satisfaction of the Owner, and all governmental bodies and agencies having jurisdiction, all defects in its Work (including replacement of defective materials where such materials have been furnished by Contractor or its suppliers) which appear within the Warranty Period (as defined in Section 12.2 of this Agreement). In addition to the foregoing and not by way of limitation thereof, Contractor agrees to repair or replace, to the satisfaction of the Owner and all governmental bodies and agencies having jurisdiction, any of its Work and Materials and any Work and/or Materials of others that are damaged as a result of improper or defective work or materials furnished by Contractor or those working under Contractor, which appear within the Warranty Period. If Contractor should fail or refuse to prosecute the Work properly and diligently or fail to perform any provisions of this Agreement, and should any such failure or refusal continue for 24 hours, or other legally required times, after notice to Contractor, then such failure shall constitute a material breach of this Agreement. Such breach shall entitle Owner to immediately terminate this Agreement and remedy the situation with all Costs being borne by Contractor.

5.6 Owner shall have no liability to Contractor if any other laborer, supplier, sub-contractor or Contractor fails to comply with its respective Construction Schedule thereby delaying the progress of the Work of Contractor or Contractor's Agents. ~~Contractor expressly agrees not to make and hereby waives any and all monetary claims for damages against Owner, its agents, or its contractors for any and all delays, even those caused by Owner, and these delays for which Contractor may be responsible. Contractor acknowledges that an extension of time shall be considered and included in the record. Should the Contractor be delayed in the prosecution of any Work solely by the acts of Owner or by a Force Majeure Event, the time allowed for completion of the Work shall be extended by the number of days that Contractor has been thus delayed, but no allowance or extension shall be made unless a claim for force majeure is presented in writing to Owner immediately upon the onset of such delay.~~ For the purposes of this Agreement, "Force Majeure Event" shall mean any delay caused by any condition beyond the reasonable control of either Owner or Contractor, including, without limitation, an act of God; flood or other severe weather; war; embargo; fire or other casualty; the intervention of any governmental authority unrelated to any act or failure to act by the party claiming the Force Majeure Event; any act of terrorism or sabotage; and/or a civil riot.

5.7 ~~Contractor shall give Owner immediate written notice if Contractor foresees, experiences and/or is advised of any constraint, shortage or insufficiency in the supply of any Materials, labor or other items necessary for Contractor to timely perform its obligations under this Agreement. The giving of such notice shall not excuse Contractor from its obligations hereunder. In the event of any such constraint, shortage or insufficiency, Contractor shall, at its own cost and expense: (a) use its best efforts to promptly resolve any such constraint, shortage or insufficiency and increase its forces, or work such overtime or expedite the delivery of Materials as may be required to bring its Work into compliance with applicable requirements; and (b) provide Owner with priority of supply and labor over any other customer of Contractor, at no additional cost to Owner. In addition, Owner may, at its sole discretion and option, locate, order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. If Owner exercises this option, then Contractor shall reimburse Owner for all of its Costs associated therewith, and Owner may, on a going forward basis, continue to order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. Owner may also, at its sole discretion and option, utilize labor from a different Contractor to perform the Work.~~

5.8 Contractor shall make no changes in the Work to be performed by it including but not limited to additions, deletions or substitutions, nor shall Contractor perform any additional Work, without the prior written consent of Owner, it being understood that Contractor shall receive no sums in addition to the agreed to price for Work set forth in the Agreement ("Work Price"), and no extension in the Construction Schedule, without first obtaining such prior written consent of Owner. Any authorizations for changes in Work required to be performed by Contractor, including performance of additional Work, shall be subject to the terms of this Agreement and shall be upon such written forms as agreed to by Owner and Contractor. Should Owner so request, Contractor shall perform such additional Work so long as Owner agrees in writing to pay Contractor

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the specified cost of such additional Work together with Contractor's reasonable overhead and profit attributable thereto. Failure of Contractor to perform such additional Work shall constitute a material breach of this Agreement by Contractor, and any dispute concerning the performance of such additional Work, the amount to be paid Contractor by Owner and/or any adjustment in the Construction Schedule shall not affect Contractor's obligation to perform such additional Work. Touchup work, punch-list work and/or minor patching is considered a part of the Work, and shall not be considered additional Work.

5.9 If Contractor is delayed (such delay must be a critical path delay) at any time in the progress of the Work by any act of neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor, then the required completion date or duration set forth in the Construction Schedule shall be extended by the amount of time that Contractor shall have been delayed thereby, subject to Contractor taking all reasonable measures to mitigate the effects of such delay. However, to the fullest extent permitted by law, Owner and its agents and employees shall not be held responsible for any loss or damage sustained by Contractor or additional costs incurred by Contractor resulting from a delay caused by Owner or its agents, agents or employees, or any other contractor, or supplier, or by abnormal weather conditions, or by any other cause, and Contractor agrees that the sole right and remedy therefor shall be an extension of time. Additionally:

- (a) Contractor must submit any claim for an extension of time to Owner in writing before the completion of their task and Owner must respond with its response to the request for an extension of time, which shall be at the Owner's sole discretion. Contractor's failure to give such written notice to Owner shall deprive Contractor of its right to claim an extension of time and any damages or additional costs incurred by Contractor resulting from such delay. The giving of such notice shall not in and of itself establish the validity of the cause of delay or of the extension of time to remedy the delay. When referenced in this Agreement, working days are defined as Monday through Friday, and exclude weekends and holidays.
- (b) In the event a court of competent jurisdiction shall determine that this provision is inapplicable or unenforceable for any reason, then Contractor's sole right and remedy shall be the amount received by Owner from the party causing the delay on behalf of the Contractor for each day it is actually delayed by any act or neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor. Contractor waives any claim for consequential damages against Owner arising out of or related to the Project and/or this Agreement, including but not limited to loss or use, income, profit, financing, bonding capacity, and/or office overhead.

5.10 Should Contractor fail to perform any of its obligations as provided in this Section 5, then Owner shall have the right to subtract the amounts (the Liquidated Damage Amounts) specified in this Section 6 from all sums due to Contractor (whether or not such sums are related to this Project or Agreement) and retain such Liquidated Damage Amounts as liquidated damages under this Agreement. The parties hereto acknowledge and agree that the damages resulting to Owner as a result of the default by Contractor under this Section 6 shall not be subject to specific ascertainment and therefore the provision herein for liquidated damages is incorporated as a benefit to both parties. This provision for liquidated damages is a bona fide damage provision and is not a penalty. The following additional Liquidated Damage Amounts shall also apply to the following events:

- (a) ~~Should Contractor not show up for Work, the Liquidated Damage Amount shall be \$1,000.00 per day.~~
- (b) ~~Should Contractor fail to perform as outlined in this section, the Liquidated Damage Amount shall be \$1,000.00 per day.~~

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The Liquidated Damage Amounts apply only to a breach by Contractor of this Section 6 and shall not limit any other damage remedies provided in the Agreement, except with respect to this Section.

6. Receipt and Protection of Materials; Protection of Work.

- 6.1** If requested or provided, Contractor and Owner shall sign-off on detailed take-offs provided by Contractor and/or Owner. Once Contractor has signed-off on a take-off, Contractor shall be solely responsible to meet the expectations provided for in the applicable take-off, and no adjustments in the take-off and/or changes to prices charged by Contractor hereunder shall be permitted without Owner's prior express written consent. Contractor shall not over utilize or waste Materials or exceed specifications pursuant to the take-off. In the event of over utilization or waste, Contractor shall be responsible to obtain or procure Materials at Contractor's own expense to complete the Project.
- 6.2** All Materials placed onsite, delivered to and accepted by Contractor, and/or transported by Contractor to and from the jobsite, shall be at the sole risk and responsibility of Contractor. It shall be the duty and responsibility of Contractor to accept or reject all such Materials. Failure of Materials to conform to the Specifications shall be cause for rejection, and Contractor shall not install or use any damaged Materials.
- 6.3** Contractor shall keep, store and maintain all Materials in good order. Contractor shall take commercially reasonable efforts to protect all Materials from damage, theft and/or loss and to protect the Work to be performed by Contractor, and shall at all times be solely responsible for the good condition thereof until final completion of the Work.
- 6.4** Contractor assumes all responsibility and expense for Contractor's Materials and/or tools lost, damaged or stolen at the Project jobsite. Contractor shall protect all property adjacent to that upon which it is performing Work and the property, work and materials of other Contractors and sub-contractors from injury arising out of Contractor's Work. In no event shall Owner be responsible for loss or damage to the Work or Materials belonging to, supplied to, or under the control of Contractor (except as a direct result of the intentional acts of Owner), and Contractor shall indemnify and hold Owner harmless from any such claims. Contractor acknowledges and agrees that Owner owes no duty to protect Contractor's Work, Materials or tools, and if Owner uses the services of any security service that such services are for Owner's exclusive benefit and that Contractor shall not rely upon such services.
- 6.5** Without limiting the generality of the foregoing, Contractor shall take all precautions and actions that may be appropriate, whether or not requested by Owner, to protect Materials and/or Work during a predicted natural disaster, e.g., tornado, hurricane, severe thunderstorm.
- 6.6** Contractor shall be responsible for any defect in the Work or damages, theft or loss of Materials caused by or resulting from its failure to adequately and properly protect such Work or Materials. Contractor shall be fully liable and responsible to Owner for all Costs associated with any damage, loss, theft and/or vandalism resulting from Contractor's failure to fully comply with the terms of this Section.

7. Quality, Inspection and Correction of Work.

- 7.1** Contractor is solely responsible for the finished quality of its Work. Contractor shall make efficient use of all labor and Materials for the Project, and shall perform the Work in a good and workmanlike manner, free of defects, in compliance with the Agreement, Applicable Laws, and all manufacturers' recommendations, installation guidelines and specifications, and to the satisfaction of Owner. Without limiting the generality of the foregoing, all Work to be performed by Contractor shall meet or exceed the highest standards of the industry for the type of Work being performed in the same geographic area.
- 7.2** Contractor shall thoroughly inspect all of its Work and Materials for quality and completion. Contractor shall schedule all inspections relative to its Work and shall perform any tests necessary, if required, to receive inspection approval. Contractor shall pay all re-inspection fees. In addition, Owner may from time to time

Contractor: 

hire third party inspectors, and Contractor shall cooperate with such inspectors and make corrective Work they require, at no additional cost to Owner.


- 7.3 Contractor shall promptly correct all Work which Owner, in its sole discretion, deems to be deficient or defective, or as failing to conform to this Agreement and Contractor shall bear all costs of correcting such rejected Work without any increase in the Work Price. Owner may nullify any previous approval of Work if it subsequently determines that the Work is defective or non-compliant. In addition, Contractor shall, within 1 business day after receiving notice from Owner, take down all portions of the Work and remove same which Owner rejects as unsound or improper, and Contractor shall make repair or replace all Work and/or Materials rejected, at Contractor's sole expense.
- 7.4 Should Owner exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement, in the event of any material failure of performance or breach by Contractor, Owner at its sole election may, but shall not be obligated so to do: (a) use any Materials, supplies, tools or equipment on the jobsite that belong to Contractor to complete the Work required to be completed by Contractor, whether such Work is completed by Owner or by others, and Contractor agrees that it shall not remove such Materials, supplies, tools and equipment from the jobsite unless directed in writing by Owner to do so; (b) eject Contractor from the jobsite; and/or (c) enforce any or all of the agreements that Contractor has with Contractor's Agents, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon Owner's request. In exercising its rights under this Section 8.4(c), Owner shall only be acting as the authorized agent of Contractor and Owner shall not incur any independent obligation in connection therewith.

8. Labor Matters.

- 8.1 In the performance of Work under a Purchase Order, Contractor shall only employ qualified persons to perform Work on the Project, shall not employ any person, who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, disability and/or any other protected class or status.
- 8.2 Contractor shall maintain labor harmony on the Project jobsite, and shall not employ any persons, means, Materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's Agents, Owner and/or any other Contractor or sub-contractor on the Project. Contractor shall perform Work with labor that is compatible with that of other Contractors performing work at the Project jobsite, and Contractor shall exercise all due diligence to overcome any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered a "Force Majeure Event" for the purposes of this Agreement, if such labor difficulties are caused by the action or inaction of Contractor.
- 8.3 Contractor is solely responsible for the verification of each of its employee's and Contractor's Agent's eligibility to work legally in the United States. Contractor represents and warrants that: (a) Contractor's employees and Contractor's Agents shall all be eligible to work legally in the United States, (b) Contractor will timely obtain, review and retain all documentation required by Applicable Law(s) to ensure that each of its employees and each of Contractor's Agents is eligible to work legally in the United States; (c) Contractor shall comply with all Applicable Laws and other governmentally required procedures and requirements with respect to work eligibility, including all verifications and affirmation requirements; and (d) Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of Contractor's Work.

9. General Environmental Compliance

- 9.1 Contractor and Contractor's Agents shall fully comply with all applicable federal, state and local environmental and natural resource laws, rules and regulations. Contractor shall solely be responsible for


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and shall defend, protect, indemnify and hold Owner harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to Contractor's or Contractor's Agents' failure to comply with any federal, state and local environmental and natural resource laws, rules and regulations, including ordinances and policies.

- 9.2 Contractor is solely responsible for the proper use, storage and handling of all Materials, including but not limited to potential pollutants, used in Contractor's and Contractor's Agents' Work, and for the generation, handling and disposal of all wastes resulting from Contractor's and Contractor's Agents' Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor shall immediately notify Owner if Contractor or Contractor's Agents generate more than 100 kilograms of hazardous waste in any one month onsite.
- 9.3 Contractor and Contractor's Agents must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether on or off the jobsite.
- 9.4 Contractor and Contractor's Agents must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the jobsite or into a storm water management or conveyance system.
- 9.5 Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by Applicable Laws, rules and regulations, any release or discharge by Contractor of any hazardous or other regulated substance, whether on or off the jobsite while acting on behalf of or within the scope of its Work for Owner.
- 9.6 In the event that Contractor fails to correct any non-compliance with this Section after written notice from Owner, Owner may, without assuming any liability therefore, correct such non-compliance and charge the Costs of such correction to Contractor, through setoff of any amount which may be due Contractor under this or any other agreement, or otherwise, including, but not limited to repair and remediation Costs, and penalties and fines for noncompliance. In the event that there is not enough value of the Agreement remaining to allow the Owner to setoff against any sums due Contractor as a result of such non-compliance, then Contractor agrees to fully reimburse Owner the Costs of such correction immediately upon notice by Owner.

10. Storm Water Management.

- 10.1 Contractor shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, if applicable to the Work, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has or will develop an erosion, sedimentation and storm water pollution control and prevention plan (a "SWPPP") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and Contractor's Agents shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to Contractor's or Contractor's Agents' failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP as they may be applicable to the Work. Such failures shall constitute a material breach of this Agreement.

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- 10.2** Contractor shall designate a Contractor employee representative with authority from Contractor to oversee, instruct, and direct Contractor's employees and Contractor's Agents regarding compliance with the requirements of the CWA and any federal, state or local laws, regulations or ordinances relating to storm water pollution or erosion control and the requirements of the SWPPP for the Project. Prior to commencing Work at the Project or within a reasonable time after, the designated Contractor representative shall contact Owner's jobsite Project Manager to request information on storm water management at the Project. Contractor and Contractor's Agents shall review prior to commencing Work on the jobsite, and shall abide by at all times, all storm water and jobsite orientation materials and direction provided by Owner to Contractor, and as may be required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP, shall file all notifications, plans and forms required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP. Contractor is responsible for circulating information provided by Owner regarding storm water management to its employees and Contractor's Agents who will be working on the Project.
- 10.3** Contractor shall require Contractor's Agents to immediately notify Contractor and Owner of any source pollutants that Contractor's Agents intend to use on the jobsite that are not identified in the SWPPP, and shall require that each of Contractor's Agents on the Project immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any of Contractor's Agents shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite. If requested by Owner, Contractor shall annually or at the completion of the Work, certify that the Work was performed in compliance with the requirements of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP.
- 10.4** Contractor acknowledges that periodic changes may have to be made to the SWPPP during the progress of the Work, and Contractor shall at all times comply with, and shall require that Contractor's Agents at all times comply with, the most current version of the SWPPP. Contractor and Contractor's Agents shall use best efforts to comply with the SWPPP practices and procedures, including, without limitation, the "best management practices," and Contractor shall implement "best management practices" to control erosion and sedimentation and to prevent the discharge of pollutants including sediments. Contractor shall ensure that all of Contractor's and Contractor's Agent's personnel are appropriately trained in the appropriate "best management practices", and trained to comply with the SWPPP and with all Applicable Laws and regulations.
- 10.5** Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a "best management practice" or any other stormwater or erosion control measure. Contractor shall retain all records relating to the SWPPP, the CWA, and any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and any and all violations of the same for a period of 5 years following completion of the Project, or longer as required by Applicable Law.
- 10.6** Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Owner shall have the right, in Owner's sole and absolute discretion, to require Contractor to reimburse Owner for the Costs incurred by Owner to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Owner for

such Costs within 10 days after receiving Owner's written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result of a Contractor default. Nothing in this Section 11.6 shall limit or modify in any way Contractor's obligations or Owner's rights under Section 11.1.

11. Liens/Waiver of Liens

- 11.1** Contractor will pay when due, all claims for labor and/or Materials furnished to the Project as part of the Work, and all claims made by any benefit trust fund pursuant to any collective bargaining agreement to which Contractor may be bound, to prevent the filing of any mechanics' lien, material suppliers' lien, construction lien, stop notice or bond claim or any attachments, levies, garnishments, or suits (collectively "Liens") involving the Project or Contractor. Contractor agrees within 5 days after notice, to take whatever action is necessary to terminate the effect of any Liens, including, but not limited to, filing or recording a release or lien bond. Contractor may litigate any Liens, provided Contractor causes the effect thereof to be removed from the Project, or any other of Owner's property or operations, by the proper means, including, but not limited to, Contractor's filing of a cash bond or surety bond as Owner may deem necessary.
- 11.2** Failure to comply with the requirements of Section 11.1 within a period of 5 days after notice from Owner of any Liens shall place Contractor in default and entitle Owner to terminate this Agreement upon written notice, and use whatever means it may deem best to cause the Liens, together with their effect upon the title of the Project, to be removed, discharged, compromised, or dismissed, including making payment of the full amount claimed without regard to the legitimacy of such claim, and the Costs thereof shall become immediately due and payable by Contractor to Owner.
- 11.3** If Owner receives any notice of any Liens pertaining to Contractor and/or Contractor's and/or Contractor's Agents' Work, Owner may withhold the payment of any monies to which Contractor would otherwise be entitled to receive, until such time that Owner has reasonable evidence that such Liens have been discharged.
- 11.4** If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement, whether or not Liens have been or may be placed or filed with respect thereto, which bills or obligations in the opinion of Owner are proper, Owner, at Owner's option but without being obligated to do so, may pay all or any part of such bills or obligations, for Contractor's account and/or Owner may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of Owner and shall be deemed as a payment towards the obligations of this Agreement. **Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against Owner by reason of any act or omission of Owner in paying such bills or obligations, and nothing herein shall be deemed to mean Owner assumes any liability towards Contractor's suppliers, laborers or material suppliers.**
- 11.5** Contractor shall pay to Owner upon demand all amounts that Owner may pay in connection with the discharge and release of any Lien, including all Costs related thereto.
- 11.6** Contractor intends to furnish Work and/or Materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.
- (a) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts for Work and/or Materials.


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- (b) In addition to any notices required by Applicable Law, Contractor also agrees to provide Owner with advance notice before placing or filing any Lien against any real property upon which Work is performed and/or Materials are delivered, used and/or installed. Such notice shall be served on Owner in written form at least 10 business days in advance of the placement or filing of any Lien, or as much in advance of placement or filing of any Lien as is reasonably practical under Applicable Laws. If the potential Lien issue is still not resolved, then 3 business days in advance of the placement or filing of any Lien, Contractor shall make reasonable efforts to contact Owner's Vice President of Finance via telephone and email.

12. Warranties; Warranty Work and Performance Standards.

- 12.1** Contractor warrants and guarantees that: (a) all Materials incorporated into the Project, except Materials provided by Owner, shall meet or exceed the requirements of all Applicable Laws and shall be new, of good quality and free of Liens, security interest, claims or encumbrances; and (b) all other Materials, except Materials provided by Owner, used by Contractor in the performance of any Work, and all Work, shall meet or exceed the requirements of all Applicable Laws.
- 12.2** Contractor warrants that the Work and all Materials, except Materials provided by Owner, incorporated into the Project shall be and remain free from defects or flaws from (a) the date of Owner's acceptance of the Work or (b) any express, implied or other warranty for the Work and/or Materials required by Applicable Law (the longer of (a) and (b), the "Warranty Period"). In addition, upon Owner's acceptance of the Work, Contractor shall deliver and transfer to Owner any and all Materials manufacturer's warranties. The warranties and guarantees contained herein shall in all cases survive termination of this Agreement and shall apply to both patent and latent defects in workmanship and materials.
- 12.3** If during the applicable Warranty Period, the Work and/or Materials, except Materials provided by Owner, do not comply with the warranties set forth in this Section and/or elsewhere in the Agreement, then Contractor shall promptly repair the Work or replace such Materials, at Contractor's sole cost and expense for all associated Materials and labor, within 48 hours after notice to do so, or within 3 hours after notice in the event of any emergency. Owner, in its sole and absolute discretion, shall determine whether an emergency exists, which generally includes, but is not necessarily limited to, those conditions involving the risk of harm to persons or property. Repairs and replacements shall be made in a diligent first-class manner with as little inconvenience as possible to Owner. Contractor shall clean up thoroughly after repairs are completed. Neither repairs nor replacements shall be deemed to be complete until the defect or nonconformity has been permanently corrected. Contractor shall reimburse Owner for any damages and/or for any reasonable Costs incurred as a result of the inconvenience or loss of use which is caused by the defect, non-conformity or the repairs and/or replacements. In the event Contractor fails or refuses to timely fulfill any of its warranty obligations, Owner, may repair or replace the applicable Work or Materials and Contractor shall reimburse and pay Owner, for all Costs related thereto, on demand.
- 12.4** If the Work and/or Materials, except Materials provided by Owner, are determined by Owner to be defective or otherwise non-conforming after the expiration of the Warranty Period but before the expiration of the applicable statutory limitation period and/or statutory repose period, Owner, in its sole and absolute discretion, shall have the right to request that Contractor repair and replace any Work and Materials furnished by Contractor pursuant to this Agreement. Contractor shall use commercially reasonable efforts to promptly perform such repair and replacement at Contractor's sole cost and expense for all associated Materials and labor. If Contractor performs any such repair and/or replacement after the expiration of the Warranty Period and after the expiration of the applicable statutory limitation period and statutory repose period, Owner shall compensate Contractor for such repair and/or replacement activities at the then current reasonable market rates. The provisions of this Section shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor.

- 13. Notice and Opportunity to Repair Statutes.** Contractor agrees to cooperate with Owner in connection with any matters relating to any applicable notice and opportunity to repair statutes. If Contractor fails or refuses

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to cooperate in that process, Owner will have the right to correct any defective Work, and Contractor shall, upon demand, immediately reimburse Owner for all Costs incurred responding to and/or correcting any such defective Work.


14. Relationship Management.

- 14.1** Each party shall designate an individual to serve as its "Authorized Representative" under this Agreement, which initially shall be those individuals identified on the first page of this Agreement. Each party's Authorized Representative shall serve as the principal point of accountability for coordinating and managing that party's obligations. Either party may assign a replacement individual to serve as an Authorized Representative from time to time, provided that the party assigning a replacement gives 30 days advance notice (or as much advance notice as is possible under the circumstances, if less than 30 days) of the replacement individual.
- 14.2** Each party shall reasonably cooperate with the other party in connection with its obligations under this Agreement. Such cooperation shall include informing the other party of all management decisions that the party reasonably expects to have a material effect on the obligations required to be performed by that party under this Agreement.
- 14.3** Contractor shall maintain electronic communications with Owner via e-mail .
- 14.4** Contractor shall provide Owner with all reports, documentation and information as Owner reasonably requests to verify the performance of Contractor's obligations under this Agreement, including, without limitation, full reports of the progress of Work in such detail as may be required by Owner including any shop drawings, as-built drawings and/or diagrams in the course of preparation, process, fabrication, manufacture, installation or treatment of the Work and/or Materials.
- 14.5** Contractor represents and warrants that it: (a) shall perform its obligations and deal with Owner in good faith and with fair dealing; (b) shall conduct its business in a manner that reflects favorably on Owner; (c) shall not engage in any deceptive, misleading, illegal or unethical business practices; (d) has not and shall not, directly or indirectly, request, induce, solicit, give and/or accept any bribe, kickback, illegal payment and/or excessive gifts or favors to or from Owner or any Owner employee, and/or any third party acting on Owner's behalf; and/or (e) has not engaged in and shall not engage in any anticompetitive behavior, price fixing and/or any other unlawful restraints of trade. Contractor shall immediately provide written notice to Owner of any of the foregoing upon Contractor's becoming aware of the same.
- 14.6** To the extent permissible under Applicable Law or agreement, Contractor shall notify Owner in writing promptly of: (a) any litigation, mediation and/or arbitration brought against Contractor related to Work performed and/or Materials supplied by Contractor under any Purchase Order; (b) any actions taken or investigations initiated by any governmental agency in connection with the Work performed and/or Materials supplied by Contractor under any Purchase Order; (c) any legal actions initiated against Contractor by governmental agencies or individuals regarding any illegal activities, including, but not limited to, fraud, abuse, false claims and/or kickbacks; (d) any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event. Upon Owner's request, and to the extent permissible under Applicable Law or agreement, Contractor shall provide to Owner all known details of the nature, circumstances, and disposition of any of the foregoing.
- 15. Goals, Continuous Improvement and Quality.**
- 15.1** Contractor acknowledges that Owner's long term goals may include: (a) shortening build-times for the Project; (b) increasing flexibility; (c) achieving ongoing cost reductions; and (d) achieving specific quality goals and continuous quality improvement. Contractor agrees to cooperate with Owner in working toward achieving these goals, which includes, without limitation, the obligations set forth in this Section.

- 15.2 Contractor understands that Owner's selection of Contractor as a provider of Work is based in part on Owner's belief that Contractor is committed to continuing to improve its performance of Work and to find cost savings over the term of this Agreement. Savings may relate to development and implementation of manufacturing efficiencies, feature improvements, component purchase price reductions, engineering breakthroughs and/or delivery and distribution enhancements that result in lower cost of Work and/or operating expenses for Contractor and/or Owner. To this end, Contractor shall use commercially reasonable efforts to continuously improve the performance and quality of Work, to assist Owner in achieving costs savings associated with Work, and to reduce Contractor's costs of performing Work, through increases in efficiency and otherwise.
- 15.3 If Contractor fails to perform Work properly, as determined by Owner in its sole and absolute discretion, Contractor shall promptly put into place a written corrective action plan, reasonably acceptable to Owner, designed to ensure that Contractor will perform Work properly going forward.
16. **Prices and Payment.**
- 16.1 Contractor will perform the Work for a lump sum amount of *Five Million Eight Hundred Twenty Seven Thousand Six Hundred Twenty Seven and NO/100 Dollars (\$5,827,627.00)*. **THIS IS A LUMP SUM CONTRACT.** The Work Prices, Materials prices and/or other billing amounts shall not exceed the prices agreed to between the parties, without the prior written consent of Owner. In addition, if Owner has an agreement for direct pricing with a manufacturer and/or supplier of Materials, prices for such Materials shall be passed through to Owner at Contractor's cost (i.e., without mark-up) and shall in no event exceed any prices agreed to between Owner and the applicable Material manufacturer and/or supplier. Contractor agrees that any price reduction applicable to the ordered Work and/or Materials subsequent to the Agreement date, but prior to delivery, shall be applicable to the Agreement.
- 16.2 Owner shall designate the methodology for payment to Contractor.
- (a) If Contractor is instructed to submit invoices to Owner, then Contractor will remit invoices, and Owner will pay such invoices within 30 days of approval by Owner. An invoice date shall be no earlier than the date the Work, or applicable portion thereof, is completed. All invoices must be submitted by Contractor within 30 days of its completion of the Work, or applicable portion thereof. Invoices received after 90 days of the completion of the Work, or applicable portion thereof, shall be null and void. Owner shall not be liable for any charges associated with the Work and/or Materials represented by such delinquent invoices, and Contractor hereby expressly waives its right to receive any payment in connection, any such delinquent invoices.
- (b) Contractor agrees to notify Owner within 5 business days if Contractor has not received payment in full within 30 days of payment becoming due under Section (a) above.
- (c) The Owner is entitled to retain ten percent (10%) of the value of the Work billed by Contractor as assurance that full faithful performance of the work and other obligations shall be completed by Contractor (hereinafter referred to as the "Retainage"). All applications for payment shall have Retainage held. Any retainage held by Owner shall be paid to the Contractor at the time of final payment.
- 16.3 As a condition to any payment to be made by Owner to Contractor, Owner may, at its option, require Contractor to furnish to Owner: (a) full and complete Lien waivers, in a form acceptable to Owner, executed by Contractor and all Contractor's Agents utilized by Contractor in performing the applicable Work and/or supplying Materials in connection with the applicable Work, as well as any other information and documentation requested by Owner with respect to Work and/or Materials covered by the applicable invoice; and (b) a current sworn statement from Contractor attesting to all Contractor's Agents, the amount of each subcontract and/or contract with Contractor's Agents, the amount requested for any Contractor's Agent in

the invoice, the amount the Contractor has paid to each Contractor's Agent, and the amount to be paid the Contractor under the invoice.

- 16.4** No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement, either in whole or in part, and no payment shall be construed as acceptance of defective Work.
- 16.5** Contractor agrees that amounts owed under any portion of this Agreement are subject to offsets by Owner in the event of: (a) Contractor's breach(es) of this Agreement; (b) any damages caused by Contractor; (c) any Liens or other claims arising out of the Work and/or Materials; (d) any Costs or anticipated Costs of curing defective Work and/or Materials and/or any other amounts expended by Owner in connection therewith; (e) Contractor's breaches of other agreements between Contractor and Owner and/or its Affiliates; (f) any Liquidated Damage Amounts due from Contractor; and/or (g) claims or amounts due to Owner and/or its Affiliates, regardless of whether arising out of this Agreement or otherwise. Contractor further agrees that should Owner have reason to terminate this Agreement as a result of Contractor's failure to comply with the terms and conditions of this Agreement then Owner and/or its Affiliates shall have the right, in their sole discretion, to terminate any other agreements between Contractor and Owner and/or its Affiliates.
- 16.6** In the event Contractor breaches this Agreement, Owner shall have the right to stop all payments to Contractor until such time as Owner can accurately ascertain its damages and Costs resulting from the breach, at which time Owner is authorized to deduct all Costs related thereto from any monies owed Contractor under this Agreement and/or other agreements with Owner.
- 16.7** Contractor shall not delay and/or stop any Work by reason of Owner's failure to make any payments if the failure is a result of a dispute as to the amount of the payment or whether payment is due.
- 16.8** Notwithstanding anything herein to the contrary, Contractor shall not make any adjustments to the prices set forth in the Agreement without providing Owner a minimum 60 days' prior written notice. Further, Contractor acknowledges and agrees that any such increases, if accepted by Owner, shall not be effective until the 60 day time period has expired and any such increases shall be applicable only to new, fully agreed upon change orders issued after such increases become effective.
- 16.9** If, during the term of this Agreement, Contractor offers Work to any other developer at prices and/or on terms more favorable than offered to Owner, then Contractor shall immediately offer those same prices and/or terms to Owner. It shall not be incumbent on Owner to discover the same. In addition, any Work Price decreases agreed to between the parties shall apply to all Work on or after the effective date of the decrease.
- 16.10** Acceptance by Contractor of any payment shall be a complete and final release of any and all claims the Contractor has or may have related to, concerning or arising out of this Agreement up to and through the time period of work included in the invoice, including but not limited to extra work, delays and change orders except only those claims that are specifically identified in writing and attached to the invoice.
- 16.11** Owner may order or propose changes in the Work consisting of additions, deletions or other revisions with the Agreement amount and time being adjusted accordingly. All such changes in the Work shall be by a written change order or written modification of the Contract signed by all parties. Owner may, by a written directive issued and signed by Owner's authorized representative, direct Contractor to proceed with changes in the Work, prior to the issuance of a change order. Upon receipt of a written directive from Owner, Contractor shall proceed with the Work.
- 16.12** Contractor shall submit to the Owner a written detailed estimate of the cost of performing the ordered or proposed changes to the Work to include quantities, unit prices, labor rates, manufacturer's and supplier's quotations and all other information required by Owner for a complete analysis of the estimate. If the proposed change affects the length of time Contractor requires to complete its Work, Contractor shall set forth, in writing, the amount of any justifiable time increase in its proposal. Contractor's proposal shall be submitted to Owner within 10 working days of its receipt of the request from Owner.

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- 16.13 Any and all claims for time or money must be presented to Owner, in writing, within 5 working days after the occurrence of the event giving rise to such claim. Failure by Contractor to present such claim in writing within 5 working days after the occurrence shall be deemed a waiver of such claim and the Contractor shall be barred from pursuing such claim against Owner.
- 16.14 Contractor shall forward all documents requested by Owner regarding any claim, including but not limited to job cost reports, daily reports, foreman daily reports and diaries, Contractor's complete estimate, invoices, subcontracts, purchase orders, equipment documents (list of company owned, rented or other equipment used), rental charges, job costing of company owned equipment and general ledger.
- 16.15 No dispute as to adjustment of the Agreement amount or time for changed Work, shall excuse Contractor from proceeding with such changed Work that has been duly authorized by Owner.
- 16.16 Contractor waives any claims for consequential damages, including but not limited to, claims for principal office expenses including compensation of personnel stationed there, for loss of financing, business and reputation, lost profits and loss of bonding capacity.
17. **Inspections and Reviews.** Owner and its agents shall have the right to inspect all Contractor Materials, facilities, Project jobsites and surrounding areas, to confirm Contractor's compliance with the requirements of this Agreement, as well as background OSHA and Experience Modification Factor checks. No inspection or failure to inspect by or on behalf of Owner will increase Owner's obligations or liabilities nor limit Owner's rights or Contractor's obligations.
18. **Indemnification.**

To the maximum extent permitted by law, Contractor, on behalf of itself and its employees, officers, representatives, materialmen, laborers, contractors, Contractors, sub-contractors, and any other parties acting at the direction of Contractor (collectively, "Contractor Entities") hereby agrees to save, indemnify, defend and hold harmless (such action, the "Indemnity") Owner and their parents, Affiliates, subsidiaries, officers, directors, managers, agents, contractors, materialmen, laborers, representatives, employees, successors and assigns (collectively, the "Indemnitees"), from and against any and all liability, costs and damages of any kind whatsoever (including without limitation loss of profits, consequential damages, and/or punitive damages) sustained by the Indemnitees as a result of the activity or inactivity (the "Covered Activity") of Contractor Entities, including without limitation activity or inactivity that constitutes one or more of the following conditions: (i) a material violation of the terms of this Agreement, (ii) willful misconduct, (iii) fraud, (iv) material misrepresentation, (v) negligence, and (vi) deficient and/or defective workmanship (including without limitation the installation of deficient and/or defective materials). The parties hereto acknowledge that the Indemnity is intended to be as broad as permissible under Applicable Law or regulation. Contractor shall defend all suits brought against the Indemnitees, at its expense, regardless of the cause of such suits and regardless of any negligence (except gross negligence) on the part of the Indemnitees. Contractor shall reimburse upon demand Indemnitees for any expense sustained in connection with actions brought as a result of the Covered Activity. By way of illustration but not limitation, should the Indemnitees become liable in connection with being deemed the statutory employer of an individual acting under Contractor's direction, then Contractor shall indemnify, defend, and hold harmless the Indemnitees from any damages sustained in connection with being deemed the statutory employer. This indemnity obligation includes, without limitation, expenses (including attorney's fees) claims, judgments, suits, or demands for damages to persons or property arising out of, resulting from or relating to Contractor's performance of the Work under this Agreement or Contractor's breach of this Agreement ("Claims") unless such Claims have been specifically determined by the trier of fact to be solely the result of the gross negligence or intentional acts of Owner. Contractor's duty to indemnify Indemnitees shall arise at the time written notice of a Claim is first provided to Indemnitees regardless of whether claimant has filed suit on the Claim. In situations where it is determined by the trier of fact that Indemnitees are partially at fault for a Claim due to Indemnitees' gross negligence or intentional misconduct, Contractor's obligation to fully indemnify Indemnitees shall be limited to a maximum liability of \$2,000,000. Contractor's indemnification obligation shall include, but not

be limited to, any Claim made against Indemnitees by a Contractor's Agent who has been injured on property owned by Indemnitees. This provision shall be deemed to be a part of the Project specifications. Nothing in this Agreement shall be construed to require Contractor to defend or indemnify Owner for any Claims resulting solely from Owner's gross negligence or intentional acts.


- 18.1** Contractor will defend Claims that may be brought or threatened against Indemnitees and will pay on behalf of Indemnitees any expenses incurred by reason of such Claims including, but not limited to all reasonable costs which may include court costs, expert costs and attorney fees incurred in defending or investigating such Claims. Such payment on behalf of Indemnitees shall be in addition to any and all other legal remedies available to Indemnitees and shall not be considered Indemnitees' exclusive remedy.
- 18.2** In the event Indemnitees are required to mediate, arbitrate, or litigate a Claim (which may or may not be with a homeowner) arising out of or relating to the Work performed under this Agreement, Indemnitees may, in its sole discretion, require Contractor to participate in such mediation, arbitration, and/or litigation. If the Claim is resolved through arbitration, any judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction and the Contractor shall be bound by that decision.
- 18.3** The provisions of this Section 19 shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor and shall continue until such time it is determined by final judgment that the Claim against Indemnitees is fully and finally barred by the statute of limitations. Contractor's indemnification and defense obligations shall not be limited by the amounts or types of insurance that Contractor is required to carry under this Agreement or that Contractor does in fact carry.

In the event that such court of competent jurisdiction finds that any state statutory indemnity limits apply to this Agreement with respect to Contractor's indemnification of Owner for liability caused in whole or in part by any act, omission or default by Owner, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by this Agreement. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Work, the risks associated with the Work, and the compensation and any other benefits exchanged between the parties in connection with this Agreement. The parties further agree that this provision is hereby made a part of the Project specifications and bid documents.

- 19. Insurance.** Contractor shall carry, with insurance companies rated A VII or better by A.M. Best Company, the insurance coverage specified in Exhibit E continuously during the life of this Agreement, and thereafter as provided in Exhibit E. Contractor must furnish the Owner with Certificates of Insurance reflecting coverage as described below at least 7 days **before** starting any Work, giving evidence that Contractor is carrying all of the insurance required in Exhibit E.

19.1 Insurance and Indemnity of Contractor's Agent(s).

- (a) If Contractor should subcontract any Work, Contractor shall nevertheless be bound to indemnify Owner as provided in this Agreement on behalf of Contractor's Agent(s). In addition, Contractor shall require that Contractor's Agent(s) also be bound to indemnify Owner as provided in this Agreement. Contractor represents and warrants that Contractor's Agent(s) shall carry insurance as set forth in this Agreement prior to permitting Contractor's Agent(s) to commence its work.
- (b) Contractor shall require in its purchase orders that its suppliers indemnify Contractor and Owner from all losses arising from any materials or supplies included in any Work.
- (c) Contractor shall require the same insurance coverage required of Contractor from any sub-Contractors performing any portion of Contractor's work. Notwithstanding anything to the contrary

Contractor: 

herein contained, each party hereby waives all claims for recovery from the other party for any loss or damage to its property caused by fire or other insured casualty and agrees that where there is insurance coverage that the insurance coverage shall be the only avenue of recovery. This waiver shall apply, however, only where the insurance covering the loss or damage will not be prejudiced by reason of such waiver.

19.2 Miscellaneous Insurance Provisions.


- (a) Any attempt by the Contractor to cancel or modify insurance coverage required by this Agreement, or any failure by the Contractor to maintain such coverage, shall be a default under this Agreement and, upon such default, Owner will have the right to immediately terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to any other remedies, Owner may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.
- (b) The amounts and types of insurance set forth above are minimums required by Owner and shall not substitute for an independent determination by Contractor of the amounts and types of insurance which Contractor shall determine to be reasonably necessary to protect itself and its Work.
- (c) Owner reserves the right to modify these insurance requirements, and if Contractor continues to perform Work, Contractor agrees to be bound by such modifications **30 days after receipt** of the modified provisions.

19.3 Compliance with this Section.

- (a) Contractor acknowledges that timely compliance with this Section and Exhibit E is essential to Owner's risk management. As such, if Contractor fails to comply with any of its obligations under this Section 20 and Exhibit E, Contractor shall be in default of this Agreement and Owner shall have all rights under this Agreement with respect to Contractor's default. Additionally, Owner shall be entitled to (i) withhold any and all payments due to Contractor until Contractor cures such non-compliance, and (ii) assess a service credit in the amount of \$500.00 for each instance of Contractor's non-compliance. Service credits shall be credited against the Contractor's next invoice payable by Owner hereunder. Notwithstanding the foregoing service credit, Contractor shall be required to protect and indemnify Owner and all Indemnitees (as defined in Section 19 of this Agreement) to the fullest extent provided in this Agreement.

20. Confidentiality. During the term of this Agreement, Contractor may have access to information that is considered confidential and proprietary by Owner. This information may include, but is not limited to, non-public information relating to prices, compensation, research, products, services, developments, inventions, processes, protocols, methods of operations, techniques, strategies, programs (both software and firmware), designs, systems, proposed business arrangements, results of testing, distribution, engineering, marketing, financial, merchandising and/or sales information, individual customer profiles, customer lists and/or aggregated customer data, and similar information of a sensitive nature ("Confidential Information"). Contractor may use Confidential Information only for the purposes of this Agreement. Contractor shall maintain the confidentiality of Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall Contractor take less than reasonable precautions to prevent the unauthorized disclosure or use of Confidential Information. Upon request, Contractor shall return all Confidential Information and shall not use Confidential Information for its own, or any third party's benefit. The provisions of this Section shall survive termination of this Agreement for so long as the Confidential Information is considered confidential by Owner and/or its Affiliates.

21. Term and Termination.


Contractor: 

- 21.1 This Agreement shall be effective on the Effective Date and continue until terminated in accordance with its terms. In the event that Contractor terminates this Agreement in accordance with the terms set forth herein, Contractor nevertheless shall complete all outstanding Work in accordance with the terms of this Agreement.
- 21.2 Contractor may terminate this Agreement if Owner commits a material breach of this Agreement, or any Agreement document, and fails to cure such breach within 30 days of its receipt of written notice of the breach from Contractor. However, any dispute over amounts claimed to be owed shall be resolved in accordance with the dispute resolution provisions of this Agreement and shall not serve as a basis for Contractor to place Owner in default hereunder and in such event, Contractor shall continue to perform its Work under the terms of this Agreement.
- 21.3 Owner shall have the right to terminate this Agreement with or without cause, effective immediately upon notice to Contractor or as otherwise set forth in such notice. A termination "for cause" includes, but is not limited to, circumstances where: (a) Contractor fails to comply with this Agreement; (b) Contractor repudiates any of this Agreement; (c) Owner is insecure and requests assurances of Contractor's ability or willingness to perform and Contractor fails to provide written assurances satisfactory to Owner within the time requested by Owner; (d) in the event of any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event; (e) Contractor refuses or neglects to supply a sufficient quantity of Work of proper quality, as determined by Owner; (f) Contractor fails to make prompt payment to Contractor's Agents for Materials or labor; (g) Contractor violates any Applicable Law; (h) causes interference, stoppage, or delay to the Project or any activity necessary to complete the Project; and/or (i) Contractor is listed by the administrative office of an applicable employee benefit trust, including by way of illustration but not of exclusion, health, welfare, pension, vacation or apprenticeship trust, as being delinquent in the payment to any such trust, regardless of the construction project upon which delinquency occurred.
- 21.4 Owner's total liability to Contractor upon termination of this Agreement without cause shall be limited to any remaining payment for completed Work, including any retainage, delivered and accepted by Owner. In no event shall Contractor be entitled to any indirect costs, delay damages, consequential damages, lost profits, overhead, acceleration damages or any other compensation. However, in the event that Owner terminates any this Agreement for cause, Owner may, after giving Contractor notice of default and 3 calendar days within which to cure, have the right to exercise any one or more of the following remedies:
- (a) Owner may immediately take any action Owner may deem necessary to correct such default, including specifically the right to provide labor, overtime labor, materials, equipment and/or other Contractors, and Contractor shall reimburse and pay Owner for all Costs incurred or paid by Owner resulting therefrom, or Owner may deduct the cost of correcting such default plus a markup of 10% for overhead and 10% for profit from any payment due, or that may become due, to the Contractor;
 - (b) Owner may terminate this Agreement and the employment of Contractor, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and take possession of the Contractor's materials, tools, equipment, designs, shop drawings, and work product used in performing its Work, and employ another Contractor or use the employees, equipment, designs, shop drawings and work product of Contractor to finish the remaining Work to be performed hereunder. Owner may deduct the costs of completing the remaining work plus a markup of 10% for overhead and 10% for profit from the unpaid Agreement price, and if the cost of completing the remaining Work exceeds the Agreement amount, Contractor shall pay to Owner such excess costs, including attorney's fees;
 - (c) Recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential (including without limitation any increase in Owner's cost of insurance resulting from Contractor's failure to maintain insurance coverages required hereunder), Owner's additional/extended general conditions costs and all attorneys' fees suffered or incurred by Owner

by reason of or as a result of Contractor's default plus a markup of 10% for overhead and 10% for profit on all costs incurred by Owner to correct such default;


- (d) Require Contractor to utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default;
 - (c) Refrain from making any further payments under this Agreement to Contractor until the entire Project shall be fully finished and accepted by the Owner. After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by the Owner, Owner shall promptly pay Contractor any undisbursed balance of the Agreement, if any. If the cost of completion of the Work plus a markup of 10% for overhead and 10% for profit, together with any other damages or losses sustained or incurred by Owner, shall exceed the un-disbursed balance of the Agreement, Contractor and its guarantors, surety, or sureties shall pay the difference within 15 days of written demand from Owner.
- 21.5 Should any termination for cause under this Agreement be deemed invalid, wrongful or improper, such termination for cause shall be deemed a termination without cause as set forth above and Contractor's rights and remedies against Owner shall be limited as set forth above.
- 21.6 If Contractor neglects to perform the Work in accordance with the Agreement and/or as directed by Owner and fails within 3 calendar days from the date of written notice from Owner to correct such deficiency, Owner may, without declaring Contractor in default and without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case, an appropriate deductive change order shall be issued for all costs incurred by Owner in carrying out such work, including but not limited to attorneys' fees. If the remaining Agreement balance is not sufficient to cover such costs, Contractor shall pay the difference to Owner.
- 21.7 Upon expiration or termination of this Agreement for any reason, Contractor will, at Owner's request, continue to provide Work pursuant to the terms of this Agreement, and provide reasonable transition assistance services to prevent disruption in Owner's business activities, for a period of up to 6 months after the termination date, at Owner's discretion. However, at Owner's request, Contractor will promptly vacate the jobsite(s), remove all Contractor equipment from the jobsite(s), complete all of Contractor's clean-up and other obligations, and otherwise reasonably cooperate with Owner in winding down Contractor's participation in the Project. Should Contractor fail to promptly vacate the jobsite(s), Owner may take possession of the premises and of all materials, tools and equipment thereon, and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative expenses, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner upon demand.
- 21.8 All provisions of this Agreement which by their nature should survive termination of this Agreement shall so survive termination of this Agreement, including, without limitation, those provisions related to confidentiality, warranty, arbitration, indemnification and limitations of liability.
22. **Limitation of Liability and Waiver of Consequential Damages.** In no event shall Owner be liable to Contractor in connection with this Agreement and/or the Work, regardless of the form of action or theory of recovery, for any: (a) indirect, special, exemplary, consequential, liquidated, incidental or punitive damages, even if Owner has been advised of the possibility of such damages; and/or (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages.

23. ~~Force Majeure. Subject to the terms of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by any Force Majeure Event.~~
24. **Independent Contractor Relationship.** The relationship between Owner and Contractor is that of an independent contractor. Nothing in this Agreement shall be construed as creating a relationship between Owner and Contractor of joint venturers, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document.
25. **Continued Performance.** Each party shall continue performing its obligations under this Agreement while any dispute submitted to litigation or any other dispute resolution process is being resolved until such obligations are terminated by the expiration or termination of this Agreement or by a final and binding award, order, or judgment to the contrary. Notwithstanding the preceding sentence, however, neither party shall withhold any payments due to the other party under this Agreement during the pendency of any other dispute resolution process, including mediation, unless such payments relate to or are the subject matter of such proceedings, or are otherwise subject to dispute, or withholding of such payment is otherwise permitted by this Agreement.
26. **Publicity.** Contractor shall not use any Owner trademarks, service marks, trade names and/or logos or refer to Owner and/or its Affiliates directly or indirectly in any marketing materials, customer lists, media release, public announcement or other public disclosure relating to this Agreement or its subject matter without obtaining Owner's prior express written consent.
27. **General Terms.**
- 27.1 Contractor hereby consents and agrees to allow Owner (or Project Owner and any of their Affiliates), in their sole discretion and judgment, to set-off any of Owner's (or any of their respective Affiliates') existing or anticipated claims for damages or deficiencies resulting from Contractor's Work on the Project against any funds due, or which may become due to Contractor for Work performed on another project pursuant to another agreement with Owner (or any of their respective Affiliates). No refusal or failure of Owner to exercise its rights hereunder shall constitute the basis of any right or claim against Owner.
- 27.2 Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld unless otherwise expressly permitted.
- 27.3 All warranties provided by Contractor, and all of Owner's rights and remedies set forth in this Agreement, are cumulative and are in addition to all other warranties, rights and remedies provided to Owner by this Agreement, all Purchase Orders, any other document, or at law, in equity or otherwise, including all warranties, rights and remedies under the Uniform Commercial Code.
- 27.4 The parties agree that, except as otherwise specifically provided for in this Agreement: (a) this Agreement is for the benefit of the parties to this Agreement and is not intended to confer any rights or benefits on any third party (including any employee of either party) other than the Indemnitees; and (b) there are no third-party beneficiaries to this Agreement or any specific term of this Agreement, other than the Indemnitees.
- 27.5 This Agreement, all of the Agreement Documents, and any Amendments thereto, contain the entire understanding of the parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto. Upon execution of this Agreement, and any renewal thereof, the terms of this Agreement shall apply to all then-outstanding Agreements between Owner and Contractor. Both parties contributed to the drafting of this Agreement, and had the advice of counsel, and therefore agree that this Agreement should not be construed in favor of either party. Except as expressly provided herein, the remedies accorded the parties

Contractor 

under this Agreement are cumulative and in addition to those provided by law, in equity or elsewhere in this Agreement.


- 27.6 Except as expressly provided herein, this Agreement may not be modified except by a writing signed by both parties. All requests for amendments, modifications and/or changes to the terms and conditions of this Agreement ("Amendments") shall be communicated in writing to an authorized representative of the other party. All approved Amendments shall be formalized by an Amendment document executed by an authorized representative of each party.
- 27.7 Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy shall effect the other provisions of this Agreement.
- 27.8 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the fullest extent that it is valid and enforceable under Applicable Law. All other provisions of this Agreement shall remain in full force and effect.
- 27.9 Except as otherwise provided herein, all notices must be in writing and sent either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; facsimile; or by e-mail (with a confirming copy) and shall be effective when received by such party (as documented by a delivery receipt, confirmed facsimile transmission, or return e-mail acknowledging receipt) at the address listed above or other address provided in writing.
- 27.10 **Neither party may assign this Agreement**, in whole or in part, without the other party's prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Notwithstanding the foregoing, Owner may assign this Agreement without Contractor's consent: (a) to one or more Affiliates, provided that each such Affiliate agrees to be bound by this Agreement; and (b) as reasonably necessary in connection with any merger, acquisition, sale of assets or other corporate restructuring. Subject to the provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- 27.11 **FOR THEIR MUTUAL BENEFIT, OWNER AND CONTRACTOR WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT**
- 27.12 **Choice of Law, Arbitration and Venue**
- a) All actions, claims, counterclaims, controversies, or disputes (each, a "Dispute") between Owner and Contractor arising out of or related to this Agreement, the Agreement Documents, or the Work, whether based on contract or tort, shall be decided by binding arbitration with the American Arbitration Association ("AAA") in West Palm Beach, Florida, in accordance with the Construction Industry Rules of the AAA then existing, but subject to the requirements and limitations set forth below. If AAA will not enforce the Agreement Documents as written, it cannot serve as the arbitration organization to resolve the Dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction in West Palm Beach, Florida, to appoint an arbitration organization that will enforce the Agreement Documents as written.
- b) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect all confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party.
- c) The party filing for arbitration shall pay the initiation/filing fees and the arbitrator's costs and expenses. The parties shall each be responsible for additional costs they incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. The prevailing party in the arbitration shall be entitled to recover as part of the final award all reasonable costs, including attorneys' fees and costs and fees for expert witnesses incurred in the arbitration. The arbitrator may re-allocate other fees and costs (but not the attorneys' and

Contractor: 

expert fees of the parties) among the parties to the proceeding in his or her discretion as the interests of justice dictate.

- d) This Agreement shall be construed according to the laws of the State of Florida. However, all Disputes shall be governed, interpreted and enforced according to the Federal Arbitration Act (9 U.S.C. §§ 1-16), which is designed to encourage use of alternative methods of Dispute resolution that avoid costly and potentially lengthy court proceedings. Interpretation and application of these procedures shall conform to federal court rulings interpreting and applying the Federal Arbitration Act. References to state law shall not be construed as a waiver of any rights of the parties under the Federal Arbitration Act or the right of the parties to have the procedures set forth in this Agreement interpreted and enforced under the Federal Arbitration Act. However, whenever such laws are not in conflict, the arbitrator shall apply the laws of the State of Florida. The arbitrator's award may be enforced in any court of competent jurisdiction sitting in and for Palm Beach County, Florida. The arbitrator shall have the authority to try and shall try all issues, whether of fact or law, including without limitation, the validity, scope and enforceability of these Dispute resolution provisions, and may issue any remedy or relief that the courts of the State of Florida could issue if presented the same circumstances.
- e) The arbitrator is required to enforce the terms of this Agreement. The arbitrator shall not be authorized to award any punitive damages or any other damages waived or prohibited under the terms of this Agreement.
- f) Prior to any arbitration, mediation and/or litigation arising under this Agreement, the parties shall each appoint a corporate officer (someone other than the project manager responsible for the Project) to meet to negotiate the claim/dispute. Such corporate officer shall have full settlement authority to resolve the claim/dispute. This settlement meeting shall be a condition precedent to the filing of any arbitration and/or litigation.
- g) THE PARTIES FURTHER AGREE THAT SHOULD ANY LITIGATION ARISE DIRECTLY OR INDIRECTLY UNDER THIS AGREEMENT, INCLUDING IF THE ARBITRATION DECISION MUST BE ENFORCED IN ANY COURT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.
- h) Discovery in any arbitration hereunder shall be limited to the following:
 - i. The production of each side's hard document project files as they are maintained in the ordinary course of business and any file index related to same with all such documents being produced in West Palm Beach, Florida;
 - ii. The production of each side's electronic documents provided that the party requesting such electronic documents shall be responsible to pay for all costs associated with such production, including attorneys' fees incurred in the review for privilege and relevance, third-party consultant fees and any other costs associated with such electronic production. The payment of all such costs is an express condition precedent to either side's right to any electronic production. These cost associated with obtaining electronic discovery shall not be taxed to the prevailing party as costs/fees and to the extent this conflicts with any provision in the AAA rules, this provision shall control;
 - iii. 3 fact depositions with one being a corporate representative under the Federal Rules of Civil Procedure if so requested with all such depositions to take place in West Palm Beach, Florida;
 - iv. The deposition of any experts that intend to testify at the arbitration hearing;
 - v. 30 days prior to any expert deposition, all experts that will testify at the final hearing shall provide a report containing all of his/her opinions and information/documents/facts relied upon in arriving at such opinions, along with a current resume;
 - vi. The issuance of third party subpoenas for documents. The other side shall be entitled to a copy of all documents provided in response to a third party subpoena provided that it has to pay for the copy cost but shall be entitled to use a third party to make such copies; and
 - vii. An itemized statement of damages with all supporting documents related to same. No other discovery shall be permitted by the arbitrator unless mutually agreed to by the parties.
- i) This Choice of Law, Arbitration and Venue provision shall survive the termination of this Agreement and/or completion of the Work required hereunder.

AGREED AND ACCEPTED:

Contractor: 

Owner: VK SUMMERWOODS LLC

By: _____

(signature)

Name: _____

(printed)

Title: _____

Date: _____

Contractor: E.T. MacKENZIE OF FLORIDA,
INC.

By: _____

(signature)

Name: _____

(printed)

Title: _____

Date: _____

Exhibit A

TRADE SPECIFIC SCOPE OF WORK

SEE ATTACHED.

Contractor: 

E.T. MacKenzie of Florida, Inc.
 6212 33rd Street East, Bradenton, FL 34203
 (941) 756-6760

SUMMERWOODS - PHASE IIIB

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACTOR'S BID QUANTITY	UNIT	UNIT COST	TOTAL COST
A GENERAL CONDITIONS							
1	MOBILIZATION	1.00	LS	1.00	LS	\$ 80,165.00	\$ 80,165.00
2	CONSTRUCTION ENTRANCE	1.00	EA	1.00	EA	\$ 4,185.00	\$ 4,185.00
3	CONSERVATION AREA SIGNS	18.00	EA	0.00	EA	\$ 150.00	\$ -
4	PAYMENT AND PERFORMANCE BOND (ENTIRE PROJECT)	1.00	LS	0.00	EA	\$ -	\$ -
TOTAL GENERAL CONDITIONS							\$ 84,350.00
B EARTHWORK							
1	IMPORTED FILL	20,000.00	CY	46,664.00	TCY	\$ 18.00	\$ 839,952.00
2	FINISH GRADING	1.00	LS	1.00	LS	\$ 83,620.00	\$ 83,620.00
TOTAL EARTHWORK							\$ 923,572.00
C ROADWAY							
1	1" TYPE SP-9.5 ASPHALT	9,710.00	SY	9,625.00	SY	\$ 8.40	\$ 80,850.00
2	3/4" TYPE SP-9.5 ASPHALT	9,710.00	SY	9,625.00	SY	\$ 7.00	\$ 67,375.00
3	6" FDOT BASE	9,710.00	SY	9,625.00	SY	\$ 16.00	\$ 154,000.00
4	6" STABILIZED SUBGRADE LBR 40	9,710.00	SY	11,550.00	SY	\$ 6.50	\$ 75,075.00
5	TYPE "A" MIAMI CURB W/ STABILIZATION	6,730.00	LF	6,730.00	LF	\$ 12.50	\$ 84,125.00
6	5' - CONCRETE SIDEWALK - COMMON AREA	500.00	SF	450.00	SF	\$ 4.50	\$ 2,025.00
7	HANDICAP RAMPS	4.00	EA	4.00	EA	\$ 850.00	\$ 3,400.00
8	TEMPORARY STRIPING	1.00	LS	1.00	LS	\$ 990.00	\$ 990.00
9	PERMANENT STRIPING & SIGNAGE	1.00	LS	1.00	LS	\$ 6,800.00	\$ 6,800.00
10	VALLEY GUTTER CROSSING			1.00	EA	\$ 6,500.00	\$ 6,500.00
TOTAL ROADWAY							\$ 481,140.00
D STORM DRAINAGE							
1	CURB INLET - 4' THROAT	20.00	EA	10.00	EA	\$ 7,365.00	\$ 73,650.00
2	JUNCTION BOX		EA	1.00	EA	\$ 7,142.00	\$ 7,142.00
3	DBI - C	7.00	EA	2.00	EA	\$ 2,925.00	\$ 5,850.00
4	DBI - D	5.00	EA	0.00	EA	\$ -	\$ -
5	CS - C	5.00	EA	0.00	EA	\$ -	\$ -
6	CS - D	1.00	EA	1.00	EA	\$ 7,370.00	\$ 7,370.00
7	ENDWALL - 15"	1.00	EA	0.00	EA	\$ -	\$ -
8	ENDWALL - 24"	2.00	EA	0.00	EA	\$ -	\$ -
9	ENDWALL - 30"	3.00	EA	0.00	EA	\$ -	\$ -
10	ENDWALL - 36"	2.00	EA	0.00	EA	\$ -	\$ -
11	CONNECT STORM TO EXISTING POND	4.00	EA	7.00	EA	\$ 12,615.00	\$ 88,305.00
12	RCP - 15"	460.00	LF	0.00	LF	\$ -	\$ -
13	RCP - 18"	664.00	LF	666.00	LF	\$ 73.00	\$ 48,618.00
14	RCP - 24"	656.00	LF	149.00	LF	\$ 92.00	\$ 13,708.00
15	RCP - 30"	1,784.00	LF	561.00	LF	\$ 143.00	\$ 80,223.00
16	RCP - 36"	760.00	LF	145.00	LF	\$ 198.00	\$ 28,710.00
17	DEWATERING (INCLUDED)	1.00	LS	0.00	LS	\$ -	\$ -
18	STORM DRAINAGE TESTING	1.00	LS	1.00	LS	\$ 2,735.00	\$ 2,735.00
TOTAL STORM DRAINAGE							\$ 356,311.00
E SOD & SEED							
1	BAHIA SOD - R/W	1,500.00	SY	1,500.00	SY	\$ 2.80	\$ 4,200.00
2	SOD - LAKE / SWALES	23,100.00	SY	0.00	SY	\$ -	\$ -
3	SEED & MULCH	114,250.00	SY	85,000.00	SY	\$ 0.30	\$ 25,500.00
TOTAL SOD & SEED							\$ 29,700.00
F BEST MANAGEMENT PRACTICES (BMP)							
1	SILT FENCE	12,800.00	LF	12,800.00	LF	\$ 1.70	\$ 21,760.00
2	NPDES COMPLIANCE	1.00	LS	1.00	LS	\$ 6,040.00	\$ 6,040.00
TOTAL BMP							\$ 27,800.00
G POTABLE WATER & FIRE DISTRIBUTION SYSTEM							
1	TEMPORARY JUMPER ASSEMBLY	1.00	EA	1.00	EA	\$ 8,410.00	\$ 8,410.00
2	CONNECT TO EXISTING WATER MAIN	3.00	EA	2.00	EA	\$ 2,245.00	\$ 4,490.00
3	FIRE HYDRANT ASSEMBLY	5.00	EA	4.00	EA	\$ 7,335.00	\$ 29,340.00
4	8" DIP WATER MAIN - INCLUDES ALL FITTINGS AND RESTRAINED JOINTS	60.00	LF	117.00	LF	\$ 52.00	\$ 6,084.00
5	8" PVC WATER MAIN (DR 18) - INCLUDES ALL FITTINGS AND RESTRAINED JOINTS	4,440.00	LF	1,730.00	LF	\$ 53.00	\$ 91,690.00

E.T. MacKenzie of Florida, Inc.
6212 33rd Street East, Bradenton, FL 34203
(941) 756-6760

SUMMERWOODS - PHASE IIIB

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACTOR'S BID QUANTITY	UNIT	UNIT COST	TOTAL COST
6	6" PVC WATER MAIN (DR18) - INCLUDES ALL FITTINGS AND RESTRAINED JOINTS	1,560.00	LF	1,517.00	LF	\$ 34.00	\$ 51,578.00
7	4" HDPE WATER MAIN - INCLUDES ALL FITTINGS AND RESTRAINED JOINTS	160.00	LF	160.00	LF	\$ 52.00	\$ 8,320.00
8	2" HDPE WATER MAIN	140.00	LF	117.00	LF	\$ 15.00	\$ 1,755.00
9	8" GATE VALVE ASSEMBLY	10.00	EA	5.00	EA	\$ 2,195.00	\$ 10,975.00
10	6" GATE VALVE ASSEMBLY	1.00	EA	2.00	EA	\$ 1,680.00	\$ 3,360.00
11	4" GATE VALVE ASSEMBLY	1.00	EA	1.00	EA	\$ 1,445.00	\$ 1,445.00
12	2" GATE VALVE ASSEMBLY	1.00	EA	1.00	EA	\$ 1,385.00	\$ 1,385.00
13	BLOW-OFF - 2"	2.00	EA	2.00	EA	\$ 2,220.00	\$ 4,440.00
14	AUTO FLUSHER	2.00	EA	1.00	EA	\$ 7,645.00	\$ 7,645.00
15	POTABLE SERVICE - DOUBLE	47.00	EA	48.00	EA	\$ 1,825.00	\$ 87,600.00
16	POTABLE SERVICE - SINGLE	28.00	EA	21.00	EA	\$ 1,130.00	\$ 23,730.00
17	CHLORINATION AND PRESSURE TESTING	1.00	LS	1.00	LS	\$ 14,965.00	\$ 14,965.00
TOTAL POTABLE WATER SYSTEM							\$ 357,212.00
H SANITARY SEWER SYSTEM							
1	CONNECT TO EXISTING MANHOLE	2.00	EA	2.00	EA	\$ 12,365.00	\$ 24,730.00
2	PVC - 8" - 0' TO 6' DEEP	1,135.00	LF	1,031.00	LF	\$ 43.00	\$ 44,333.00
3	PVC - 8" - 6' TO 8' DEEP	908.00	LF	956.00	LF	\$ 63.00	\$ 60,228.00
4	PVC - 8" - 8' TO 10' DEEP	734.00	LF	527.00	LF	\$ 87.00	\$ 45,849.00
5	PVC - 8" - 10' TO 12' DEEP	341.00	LF	510.00	LF	\$ 108.00	\$ 55,080.00
6	PVC - 8" - 12' TO 14' DEEP	154.00	LF	120.00	LF	\$ 113.00	\$ 13,560.00
7	MANHOLE - 0' TO 6' DEEP	6.00	EA	6.00	EA	\$ 4,940.00	\$ 29,640.00
8	MANHOLE - 6' TO 8' DEEP	4.00	EA	3.00	EA	\$ 5,040.00	\$ 15,120.00
9	MANHOLE - 8' TO 10' DEEP	1.00	EA	1.00	EA	\$ 6,145.00	\$ 6,145.00
10	MANHOLE - 10' TO 12' DEEP	1.00	EA	2.00	EA	\$ 6,695.00	\$ 13,390.00
11	SEWER SERVICES - DOUBLE	58.00	EA	56.00	EA	\$ 2,870.00	\$ 160,720.00
12	SEWER SERVICES - SINGLE	5.00	EA	8.00	EA	\$ 1,625.00	\$ 13,000.00
13	DEWATERING (INCLUDED)	1.00	LS	0.00	LS	\$	\$
14	TESTING	1.00	LS	1.00	LS	\$ 12,200.00	\$ 12,200.00
TOTAL SANITARY SEWER SYSTEM							\$ 493,995.00
I RECLAIMED WATER SYSTEM							
1	CONNECT TO EXISTING RECLAIMED MAIN	2.00	EA	2.00	EA	\$ 2,175.00	\$ 4,350.00
2	6" PVC RECLAIMED MAIN (DR-18) - INCLUDES ALL FITTINGS AND RESTRAINED JOINTS	3,400.00	LF	3,195.00	LF	\$ 37.00	\$ 118,215.00
3	2" HDPE RECLAIMED MAIN	180.00	LF	172.00	LF	\$ 14.00	\$ 2,408.00
4	6" GATE VALVE ASSEMBLY	7.00	EA	7.00	EA	\$ 1,680.00	\$ 11,760.00
5	2" GATE VALVE ASSEMBLY	1.00	EA	1.00	EA	\$ 1,385.00	\$ 1,385.00
6	SINGLE SERVICE	6.00	EA	8.00	EA	\$ 1,100.00	\$ 8,800.00
7	DOUBLE SERVICE	51.00	EA	56.00	EA	\$ 1,820.00	\$ 101,920.00
8	TEMPORARY BLOWOFF ASSEMBLY	2.00	EA	2.00	EA	\$ 2,190.00	\$ 4,380.00
9	PRESSURE TESTING	1.00	LS	1.00	LS	\$ 13,275.00	\$ 13,275.00
10	AUTO FLUSHER	1.00	EA	2.00	EA	\$ 7,645.00	\$ 15,290.00
11	6" DIP WATER MAIN - INCLUDES ALL FITTINGS AND RESTRAINED JOINTS			118.00	LF	\$ 43.00	\$ 5,074.00
TOTAL RECLAIMED WATER SYSTEM							\$ 286,857.00
PHASE IIIB CONSTRUCTION TOTAL							\$ 3,040,937.00

NOTES:

- 1 The proposal price excludes the following:
 - All permits and fees
 - Meters for watermain services.
 - All landscaping and wetland/littoral plantings
 - Testing for and handling of radon material.
 - Disposal of the storm drainage pipe and structures
 - Removal of contaminated or unsuitable material.
 - Boardwalk along Moccasin Wallow Road.
 - Relocate power poles on Moccasin Wallow Road.
 - Survey layout and as-builts
 - Geotechnical density testing and certifying lots.
- 2 The proposal price is based on current market pricing at Block 425 for all utility materials. E.T. MacKenzie reserves the right to adjust its proposal based on current pricing and availability at the time of shipment.
- 3 The proposal price is based on a current off-road diesel fuel price of \$3.50 per gallon. E.T. MacKenzie reserves the right to adjust its proposal based on current pricing at the time of construction.
- 4 See attached drainage exhibits for what is included in the proposal.

E.T. MacKenzie of Florida, Inc.
 6212 33rd Street East, Bradenton, FL 34203
 (941) 756-6760

SUMMERWOODS - PHASE IIIB

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACTOR'S BID QUANTITY	UNIT COST	TOTAL COST
5	See attached concrete roadway exhibits for what is included in the proposal on Sawgrass Road.					
6	Proposal price is based on site being mass graded in the lots by others to +/- 0.2 feet of finished grade.					
7	Proposal price is based on site being mass graded in the roadway by others to +/- 0.2 feet of top of subgrade.					
8	Proposal price is based on constructing Phase IIIB, Phase IVB, and Sawgrass Road concurrently.					
9	Clearing on Sawgrass Road is based on burning the clearing debris on-site.					
10	The proposal price is based on current market pricing for all concrete materials and concrete subcontract work. E.T. MacKenzie reserves the right to adjust its proposal based on current pricing and availability at the time of construction. We are anticipating a price increase for the concrete materials prior to the scheduled time of construction.					
11	This proposal price is based on current market pricing for all asphalt subcontract work. E.T. MacKenzie reserves the right to adjust its proposal based on current pricing and availability at the time of construction. We are anticipating a price increase for the asphalt materials prior to the scheduled time of construction.					
12	The proposal quantity for import fill is based on the Geopoint topo file provided on 02.17.2022. E.T. MacKenzie reserves the right to verify the topo prior to starting construction. Any changes to the site prior to E.T. MacKenzie starting work will require a change to the proposal quantity and/or unit price.					

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SUMMERWOODS - PHASE IVB

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACTOR'S BID QUANTITY	UNIT	UNIT COST	TOTAL COST
A GENERAL CONDITIONS							
1	MOBILIZATION	1.00	LS	0.00	LS	\$ -	\$ -
2	CONSTRUCTION ENTRANCE	1.00	EA	1.00	EA	\$ 4,185.00	\$ 4,185.00
3	CONSERVATION AREA SIGNS	23.00	EA	0.00	EA	\$ 150.00	\$ -
4	PAYMENT AND PERFORMANCE BOND	1.00	LS	0.00	LS	\$ -	\$ -
TOTAL GENERAL CONDITIONS							\$ 4,185.00
B EARTHWORK							
1	IMPORTED FILL	20,000.00	CY	18,234.00	TCY	\$ 18.00	\$ 328,212.00
2	FINISH GRADING	1.00	LS	1.00	LS	\$ 83,860.00	\$ 83,860.00
TOTAL EARTHWORK							\$ 412,072.00
C ROADWAY							
1	1" TYPE SP-9.5 ASPHALT	10,935.00	SY	10,810.00	SY	\$ 8.40	\$ 90,804.00
2	3/4" TYPE SP-9.5 ASPHALT	10,935.00	SY	10,810.00	SY	\$ 7.00	\$ 75,670.00
3	6" FOOT BASE	10,935.00	SY	10,810.00	SY	\$ 16.00	\$ 172,960.00
4	6" STABILIZED SUBGRADE LBR 40	10,935.00	SY	12,972.00	SY	\$ 6.50	\$ 84,318.00
5	TYPE "A" MIAMI CURB W/ STABILIZATION	7,255.00	LF	7,275.00	LF	\$ 12.50	\$ 90,937.50
6	TYPE "D" CURB W/ STABILIZATION	105.00	LF	100.00	LF	\$ 18.00	\$ 1,800.00
7	5' - CONCRETE SIDEWALK - COMMON AREA	6,940.00	SF	6,535.00	SF	\$ 4.50	\$ 29,407.50
8	HANDICAP RAMPS	5.00	EA	5.00	EA	\$ 850.00	\$ 4,250.00
9	TEMPORARY STRIPING	1.00	LS	1.00	LS	\$ 990.00	\$ 990.00
10	PERMANENT STRIPING & SIGNAGE	1.00	LS	1.00	LS	\$ 7,590.00	\$ 7,590.00
TOTAL ROADWAY							\$ 558,727.00
D STORM DRAINAGE							
1	CURB INLET - 4' THROAT	14.00	EA	14.00	EA	\$ 7,320.00	\$ 102,480.00
2	DBI - C	3.00	EA	1.00	EA	\$ 2,925.00	\$ 2,925.00
3	DBI - D	5.00	EA	4.00	EA	\$ 4,415.00	\$ 17,660.00
4	CS - C	3.00	EA	0.00	EA	\$ -	\$ -
5	CS - D	2.00	EA	5.00	EA	\$ 7,450.00	\$ 37,250.00
6	CS - H	1.00	EA	0.00	EA	\$ -	\$ -
7	ENDWALL - 24"	3.00	EA	0.00	EA	\$ -	\$ -
8	ENDWALL - 30"	3.00	EA	0.00	EA	\$ -	\$ -
9	ENDWALL - 36"	2.00	EA	0.00	EA	\$ -	\$ -
10	CONNECT STORM TO EXISTING POND	5.00	EA	9.00	EA	\$ 11,940.00	\$ 107,460.00
11	RCP - 15"	240.00	LF	0.00	LF	\$ -	\$ -
12	RCP - 18"	40.00	LF	31.00	LF	\$ 64.00	\$ 1,984.00
13	RCP - 24"	640.00	LF	319.00	LF	\$ 102.00	\$ 32,538.00
14	RCP - 30"	1,120.00	LF	772.00	LF	\$ 134.00	\$ 103,448.00
15	RCP - 36"	640.00	LF	709.00	LF	\$ 175.00	\$ 124,075.00
16	DEWATERING (INCLUDED)	1.00	LS	0.00	LS	\$ -	\$ -
17	STORM DRAINAGE TESTING	1.00	LS	1.00	LS	\$ 3,265.00	\$ 3,265.00
TOTAL STORM DRAINAGE							\$ 533,085.00
E SOD & SEED							
1	BAHIA SOD - R/W	1,730.00	SY	1,620.00	SY	\$ 2.80	\$ 4,536.00
2	SOD - LAKE / SWALES	17,300.00	SY	0.00	SY	\$ -	\$ -
3	SEED & MULCH	97,150.00	SY	82,000.00	SY	\$ 0.30	\$ 24,600.00
TOTAL SOD & SEED							\$ 29,136.00
F BEST MANAGEMENT PRACTICES (BMP)							
1	SILT FENCE	15,700.00	LF	15,700.00	LF	\$ 1.70	\$ 26,690.00
2	NPDES COMPLIANCE	1.00	LS	1.00	LS	\$ 6,985.00	\$ 6,985.00
TOTAL BMP							\$ 33,675.00
G POTABLE WATER & FIRE DISTRIBUTION SYSTEM							
1	TEMPORARY JUMPER ASSEMBLY	2.00	EA	2.00	EA	\$ 8,410.00	\$ 16,820.00
2	CONNECT TO EXISTING WATER MAIN	4.00	EA	3.00	EA	\$ 2,270.00	\$ 6,810.00
3	30" X 8" TAPPING SLEEVE & VALVE	1.00	EA	0.00	EA	\$ -	\$ -
4	FIRE HYDRANT ASSEMBLY	6.00	EA	6.00	EA	\$ 7,335.00	\$ 44,010.00
5	8" PVC WATER MAIN (DR 18) - INCLUDES ALL FITTINGS AND RESTRAINED JOINTS	3,400.00	LF	2,433.00	LF	\$ 53.00	\$ 128,949.00
6	6" PVC WATER MAIN (DR18) - INCLUDES ALL FITTINGS AND RESTRAINED JOINTS	880.00	LF	887.00	LF	\$ 39.00	\$ 34,593.00

E.T. MacKenzie of Florida, Inc.
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SUMMERWOODS - PHASE IVB

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACTOR'S BID QUANTITY	UNIT	UNIT COST	TOTAL COST
7	2" HDPE WATER MAIN	420.00	LF	397.00	LF	\$ 14.00	\$ 5,558.00
8	8" GATE VALVE ASSEMBLY	9.00	EA	5.00	EA	\$ 2,195.00	\$ 10,975.00
9	6" GATE VALVE ASSEMBLY	2.00	EA	2.00	EA	\$ 1,680.00	\$ 3,360.00
10	2" GATE VALVE ASSEMBLY	2.00	EA	4.00	EA	\$ 1,385.00	\$ 5,540.00
11	BLOW-OFF - 2"	2.00	EA	3.00	EA	\$ 2,235.00	\$ 6,705.00
12	AUTO FLUSHER	3.00	EA	2.00	EA	\$ 7,645.00	\$ 15,290.00
13	POTABLE SERVICE - DOUBLE	34.00	EA	33.00	EA	\$ 1,860.00	\$ 61,380.00
14	POTABLE SERVICE - SINGLE	30.00	EA	30.00	EA	\$ 1,075.00	\$ 32,250.00
15	CHLORINATION AND PRESSURE TESTING	1.00	LS	1.00	LS	\$ 14,910.00	\$ 14,910.00
16	8" DIP WATER MAIN - INCLUDES ALL FITTINGS AND RESTRAINED JOINTS			99.00	LF	\$ 52.00	\$ 5,148.00
TOTAL POTABLE WATER SYSTEM							\$ 392,298.00
H SANITARY SEWER SYSTEM							
1	CONNECT TO EXISTING MANHOLE	3.00	EA	2.00	EA	\$ 12,365.00	\$ 24,730.00
2	PVC - 8" - 0' TO 6' DEEP	804.00	LF	755.00	LF	\$ 43.00	\$ 32,465.00
3	PVC - 8" - 6' TO 8' DEEP	993.00	LF	800.00	LF	\$ 63.00	\$ 50,400.00
4	PVC - 8" - 8' TO 10' DEEP	430.00	LF	860.00	LF	\$ 87.00	\$ 74,820.00
5	PVC - 8" - 10' TO 12' DEEP	815.00	LF	762.00	LF	\$ 108.00	\$ 82,296.00
6	PVC - 8" - 12' TO 14' DEEP	400.00	LF	204.00	LF	\$ 113.00	\$ 23,052.00
7	PVC - 8" - 14' TO 16' DEEP	167.00	LF	0.00	LF	\$ -	\$ -
8	PVC - 8" - 16' TO 18' DEEP	12.00	LF	0.00	LF	\$ -	\$ -
9	MANHOLE - 0' TO 6' DEEP	6.00	EA	5.00	EA	\$ 4,670.00	\$ 23,350.00
10	MANHOLE - 6' TO 8' DEEP	3.00	EA	5.00	EA	\$ 5,040.00	\$ 25,200.00
11	MANHOLE - 8' TO 10' DEEP	3.00	EA	2.00	EA	\$ 6,145.00	\$ 12,290.00
12	MANHOLE - 10' TO 12' DEEP	1.00	EA	0.00	EA	\$ -	\$ -
13	MANHOLE - 10' TO 12' DEEP (POLYMER)	0.00	EA	1.00	EA	\$ 27,445.00	\$ 27,445.00
14	MANHOLE - 12' TO 14' DEEP	2.00	EA	1.00	EA	\$ 7,475.00	\$ 7,475.00
15	MANHOLE - 14' TO 16' DEEP	1.00	EA	0.00	EA	\$ -	\$ -
16	SEWER SERVICES - DOUBLE	42.00	EA	42.00	EA	\$ 2,870.00	\$ 120,540.00
17	SEWER SERVICES - SINGLE	14.00	EA	12.00	EA	\$ 1,625.00	\$ 19,500.00
18	DEWATERING (INCLUDED)	1.00	LS	0.00	LS	\$ -	\$ -
19	TESTING	1.00	LS	1.00	LS	\$ 13,120.00	\$ 13,120.00
TOTAL SANITARY SEWER SYSTEM							\$ 536,683.00
I RECLAIMED WATER SYSTEM							
1	CONNECT TO EXISTING RECLAIMED MAIN	3.00	EA	3.00	EA	\$ 2,175.00	\$ 6,525.00
2	8" PVC RECLAIMED MAIN (DR-18) - INCLUDES ALL FITTINGS AND RESTRAINED JOINTS	1,280.00	LF	0.00	LF	\$ -	\$ -
3	6" PVC RECLAIMED MAIN (DR-18) - INCLUDES ALL FITTINGS AND RESTRAINED JOINTS	2,160.00	LF	3,195.00	LF	\$ 37.00	\$ 118,215.00
4	2" HDPE RECLAIMED MAIN	520.00	LF	482.00	LF	\$ 14.00	\$ 6,748.00
5	6" GATE VALVE ASSEMBLY	11.00	EA	7.00	EA	\$ 1,680.00	\$ 11,760.00
6	2" GATE VALVE ASSEMBLY	1.00	EA	2.00	EA	\$ 1,385.00	\$ 2,770.00
7	SINGLE SERVICE	13.00	EA	14.00	EA	\$ 1,155.00	\$ 16,170.00
8	DOUBLE SERVICE	47.00	EA	42.00	EA	\$ 1,825.00	\$ 76,650.00
9	TEMPORARY BLOWOFF ASSEMBLY	2.00	EA	3.00	EA	\$ 2,190.00	\$ 6,570.00
10	PRESSURE TESTING	1.00	LS	1.00	LS	\$ 13,670.00	\$ 13,670.00
11	AUTO FLUSHER	1.00	EA	3.00	EA	\$ 7,645.00	\$ 22,935.00
12	6" DIP WATER MAIN - INCLUDES ALL FITTINGS AND RESTRAINED JOINTS			112.00	LF	\$ 43.00	\$ 4,816.00
TOTAL RECLAIMED WATER SYSTEM							\$ 286,829.00
PHASE IVB CONSTRUCTION TOTAL							\$ 2,786,690.00

NOTES:

- The proposal price excludes the following
 - All permits and fees
 - Meters for watermain services.
 - All landscaping and wetland littoral plantings
 - Testing for and handling of radon material.
 - Disposal of the storm drainage pipe and structures.
 - Removal of contaminated or unsuitable material.
 - Boardwalk along Moccasin Wallow Road
 - Relocate power poles on Moccasin Wallow Road.
 - Survey layout and as-builts.
 - Geotechnical density testing and certifying lots.

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SUMMERWOODS - PHASE IVB

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACTOR'S BID QUANTITY	UNIT	UNIT COST	TOTAL COST
2	The proposal price is based on current market pricing at Block 425 for all utility materials. E.T. MacKenzie reserves the right to adjust its proposal based on current pricing and availability at the time of shipment.						
3	The proposal price is based on a current off-road diesel fuel price of \$3.50 per gallon. E.T. MacKenzie reserves the right to adjust its proposal based on current pricing at the time of construction.						
4	See attached drainage exhibits for what is included in the proposal.						
5	See attached concrete roadway exhibits for what is included in the proposal on Sawgrass Road.						
6	Proposal price is based on site being mass graded in the lots by others to +/- 0.2 feet of finished grade.						
7	Proposal price is based on site being mass graded in the roadway by others to +/- 0.2 feet of top of subgrade.						
8	Proposal price is based on constructing Phase IIIB, Phase IVB, and Sawgrass Road concurrently.						
9	Clearing on Sawgrass Road is based on burning the clearing debris on-site.						
10	The proposal price is based on current market pricing for all concrete materials and concrete subcontract work. E.T. MacKenzie reserves the right to adjust its proposal based on current pricing and availability at the time of construction. We are anticipating a price increase for the concrete materials prior to the scheduled time of construction.						
11	This proposal price is based on current market pricing for all asphalt subcontract work. E.T. MacKenzie reserves the right to adjust its proposal based on current pricing and availability at the time of construction. We are anticipating a price increase for the asphalt materials prior to the scheduled time of construction.						
12	The proposal quantity for import fill is based on the Geopoint topo file provided on 02.17.2022. E.T. MacKenzie reserves the right to verify the topo prior to starting construction. Any changes to the site prior to E.T. MacKenzie starting work will require a change to the proposal quantity and/or unit price.						

Exhibit B

GENERAL CONDITIONS

The following rules, regulations and conditions apply to Contractor in connection with that certain Kolter Contractor Agreement (the "Agreement"). For purposes of these General Conditions, the term "Contractor" includes all of Contractor's employees, invitees, agents, laborers, subcontractors, sub-subcontractors and suppliers and their respective employees, invitees, agents, laborers, sub-subcontractors and suppliers (if applicable). All other terms used herein shall have the same meaning and definition as in the Agreement.

These General Conditions are part of the Agreement and are in force at all times while Contractor is performing Work for Owner and/or Contractor is present on the Project under current direction of Owner and/or Owner's personnel. It is the responsibility of Contractor to adhere to the conditions and specifications herein, and for Contractor to provide copies and/or educate and oversee that all personnel in the service of Contractor adhere to same.

The following items are included in the Agreement and are itemized for definition only and are not to be considered the full extent of Work to be completed by the Contractor:


1. General.

- A. Codes. Contractor shall strictly comply with all applicable City, County, State, FHA and VA codes and ordinances and all applicable OSHA, EPA, and SWPPP requirements at all times on the job.
- B. Site Requirements. Contractor is responsible to know, understand, follow and strictly comply with and implement the requirements of all Applicable Laws, including but not limited to, all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control as they may be changed and updated from time to time, applicable to the Contractor's Work concerning or related to site issues, including but not limited to water, runoff, pollution, pollutants, spills, residues, dust, dust control, waste, discharges, erosion, storm drains and sewers, and including but not limited to the requirements of the Federal Water Pollution Control Act of 1972 (aka the Clean Water Act), including the 1987 Amendments, and specifically paragraph 402(p) which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, the Air Quality Management District, the applicable State Water Resources Control Board, the applicable Water Quality Control Board, any general construction permits, any local storm water permits, any municipal separate storm sewer system permits, any storm water pollution prevention plans, any waste discharge requirements, any water quality orders, and any best management practices ("BMPs") (collectively "Site Requirements").

Contractor acknowledges and accepts that: (1) the site and all Work on the site is subject to the applicable Site Requirements, and that prior to commencement of its Work, Contractor will have reviewed and executed any and all necessary documents related to the Site Requirements; (2) it is solely responsible for strictly complying with all implementing, training, sampling, reporting, monitoring, supervising, remediating and repairing provisions of the Site Requirements applicable to its Work and its activities and operations in connection with the site; (3) it is solely responsible to clean up its Work and debris therefrom in complete compliance with all Site Requirements and Contractor will, 6 hours of notification to Contractor's onsite personnel, correct all deficiencies if Contractor shall have failed to comply with such rules and regulations or in the event of any violation notice by any authority exercising jurisdiction over the site. In the event of an emergency situation (e.g., flood, storm, etc.), Owner reserves the right to undertake immediate remedial action, without advance notification to Contractor, to comply with the Site Requirements, and may immediately collect such sums expended from Contractor; (4) any violations, fines or other costs associated with Contractor's noncompliance with the Site Requirements shall be borne solely by Contractor irrespective of which entity is cited, fined or incurs costs related to such noncompliance by Contractor; (5) it must immediately notify Owner if it observes or becomes aware of: (A) any deficiency in the documentation required by the Site Requirements, and (B) any failure, by any entity or person, on the site to comply with the Site Requirements, including but not limited to acts, omissions and disturbances, whether intentional or accidental; and (6) it is responsible to ensure that its personnel, agents, employees, subcontractors, sub-subcontractors and suppliers are aware of and strictly comply with this Section, and any non-compliance with the Site Requirements by any of them is the sole responsibility of Contractor.

Contractor further acknowledges that various agencies may inspect the site to enforce the Site Requirements, and substantial fines and penalties may be assessed by such agencies exercising jurisdiction over the site, for failure to comply with the Site Requirements. Contractor shall cooperate fully with all such agencies. Contractor shall, at its sole cost and expense, immediately and fully comply with all terms and conditions of any verbal or written notice, finding, citation, violation, order, document, complaint or other demand by any agency exercising jurisdiction to enforce the Site Requirements, and shall immediately and fully correct all deficiencies and amend all Site Requirement documents as may be required and identified by such inspecting agencies, and shall immediately notify Owner of the foregoing.

Contractor further agrees that Contractor, Contractor's employees and subcontractors and sub-subcontractors shall not discharge hazardous materials or chemicals on the site, shall not engage in clean-up or repair activities on the site which will result in the discharge of hazardous materials or chemicals, and shall, upon completion of performance of all duties under any purchase order, remove all supplies, materials

Contractor 

and waste remaining on the site which, if exposed, could result in the discharge of hazardous materials or chemicals. Contractor shall bear full financial responsibility, as between the parties of this Agreement, for the compliance of all persons mentioned in the previous sentence.

- C. Underground Lines. Contractor is solely responsible to contact the applicable underground utility location service for a staked location of all underground utilities prior to starting the Work, if necessary. Contractor is solely responsible for all costs for correction and associated delay in connection with repair of all utilities, marked or unmarked, damaged by it during performance of the Work. Prior to any excavation or digging, Contractor must verify that there is no conflict with the location of all underground utilities and/or landscaping. Contractor is responsible for locating any and all existing underground utilities prior to excavation or digging. Contractor shall perform Work so as to not damage utility lines, and shall follow all applicable encroachment standards affecting the utility rights of way and adequately protect its own employees, and those of others and Owner, in performing the Work.
- D. Lines and Grades. If necessary, Owner shall provide Contractor with base control points within 50 feet of property lines, and with other lines, benchmarks and reference lines. Contractor acknowledges that as part of its site inspection, it shall verify the extent of such reference points to be supplied by Owner for Contractor's Work. If reference points are missing or Contractor finds the points inadequate, Contractor immediately shall provide written notification to Owner. Absent written notification to Owner, Contractor assumes full responsibility for the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, and reference lines. In all cases where dimensions are governed by conditions already established before Contractor starts the Work, Contractor shall have full responsibility for correct knowledge of the actual conditions. No variation from specified lines or grades shall be made except on the written direction of Owner. Contractor shall bear all costs for correction and associated delay in connection with line or grade deviations unless Contractor can establish that the engineer's staking was in error, and the error caused the need for corrective work.
- E. Archaeological Monitoring. There may be archaeologically sensitive zones on the site. Archaeological monitors may be present on the site on a full or part time basis. In the event archaeological artifacts are discovered during performance of the Work, the appropriate governmental agency shall have and retain all right, title and interest to such artifacts and shall further have the right to perform archaeological excavations as deemed necessary.
- F. No Substitutions. There shall be no substitutions or alterations in designs, materials or equipment, and/or manufacturers specifications without the prior written approval of Owner. This policy shall include "or equal" determination.

- G. Meetings. Contractor shall be required to attend any construction meetings scheduled during regular business hours, as reasonably directed by Owner. Those present must be able to take responsibility for any contract issues, monetary back charges, and any schedule commitments as directed by Owner. Failure to attend may result in a \$150 fine/per occurrence.
- H. Scheduling. It is Contractor's responsibility to contact Owner about scheduling Work. All scheduling shall be by Owner or its assigned representative. All move-ins as required and movement through the applicable subdivision are included in the contract unit prices, and no other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by Owner in the scheduling and completion of Contractor's Work. Contractor shall, if requested, submit daily reports to Owner showing the total number of workmen and a description of the Work performed (classified by skills).
- I. Layout. Contractor is responsible for its own layout and engineering and for furnishing, locating and installing any sleeves, inserts, hangers, box outs, flashings, etc. for all required structural penetrations unless specifically excluded from their individual Scope of Work.
- J. Workmanship. All workmanship shall be first class in all respects and carried out in a manner satisfactory to and meeting the approval of Owner. All workers employed in making the installations shall be skilled in their particular trade and Contractor's supervisor shall be in charge at all times.
- K. Cooperation with work of Contractor and Others. Owner may directly or indirectly perform Work at the Home. In the event that Owner elects to perform work at the site directly or through others, Contractor and Owner shall coordinate the activities of all forces at the site and agree upon fair and reasonable schedules and operational procedures for site activities. Contractor shall at all times cooperate with Owner and all other subcontractors on site and shall not interfere with the performance of those other subcontractors impacted by its Work. Contractor is responsible to coordinate its Work with those subcontractors that impact, or are impacted by its Work. This includes scheduling, delivery and installation of materials and the coordinating of the workmen involved in same. Contractor shall perform its Work in such a manner that it will not injure, damage or delay Work performed by Owner or any other contractor, and shall pay Owner for any damages or delay that Contractor may cause to such other work. Contractor shall cooperate with Owner and its other subcontractors, consultants and regulatory agencies and officials. Contractor shall participate in the preparation of coordination drawings when required, specifically noting and advising Owner of any interference with or by others.

- L. Operation of Vehicles. The operation of vehicles in or about the site by Contractor (including material delivery vehicles operated by material suppliers of Contractor) shall be as follows: (1) use only the designated entries to enter and exit the site; (2) use only established roadways and temporary roadways as authorized by Owner; (3) no crossing of curbs or sidewalks without prior approval by Contractor; and (4) observe speed limit of no greater than 15 miles per hour and 10 miles per hour or less in congested construction zones within the entire site. Contractor shall immediately reimburse Owner for any damage to curbs, sidewalks, landscaping, or concrete surfaces or any other damage to the site caused by Contractor.
- M. Parking. Contractor shall ensure that parking areas are used by all workers, in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, or Contractor's employees, agents, laborers and subcontractors to maintain ingress and egress to the site, all such towing charges will be back charged to Contractor. There shall be no parking in driveways, garages or carports of the housing units (whether completed or being constructed) or on sidewalks or graded lots within the site. Owner shall have the right to fine Contractor \$100 per vehicle per day for violation of parking restrictions, and/or back charge Contractor for damages. Owner has the right to remove any such improperly parked vehicle without prior permission, and Owner shall be held harmless from any damages that may occur as a result of such removal.
- N. **NO UNAUTHORIZED PERSONS. THE SITE IS AN EXTREMELY DANGEROUS AREA, AND NO CHILDREN OR OTHER UNAUTHORIZED PERSONS OR PETS ARE ALLOWED ON THE SITE AT ANY TIME.**
- O. ~~Acceptance of Prior Work. It is the responsibility of Contractor to accept the Work of prior subcontractors before proceeding,~~ if applicable. In the event the prior Work was done in a defective manner, Contractor shall promptly notify Owner of alleged defective Work verbally and then in writing. In the event that the Contractor proceeds before the defective Work is corrected, Contractor shall bear full responsibility for any costs incurred due to the Work in place not being acceptable. Contractor shall notify Owner immediately if Contractor damages materials installed by others or if others damage materials installed by Contractor.
- P. Protection of Finished Work. Contractor shall at all times during their portion of the Work protect the Work of others and leave the site completely clean and free of damage upon completion of Contractor's operations.
- a. Contractor's personnel shall not remove protective devices (if applicable).
 - b. Contractor shall be responsible for the protection of its Work until final completion and acceptance by Owner and shall repair or replace, as determined by Owner, any damage to its Work that occurs before the final acceptance at no expense to Owner, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages.

- Q. Materials. All materials and equipment shall be new and of the best quality their respective kind, free from all defects. Contractor is responsible to supply and/or install all items strictly in accordance with the Agreement Documents. Contractor is fully responsible for all Materials stored/staged on the site prior to installation. Owner will not pay for stolen or missing Materials of any kind prior to acceptance by Owner. Contractor shall provide for the delivery, unloading, storage and onsite protection and maintenance of Materials necessary to complete scope of Work and remove and/or transfer any remaining materials from the site upon completion.
- R. Delivery, Dumping. Contractor shall not deliver, dump, place, or store any materials of any kind anywhere on-site at any time without specific permission and direction of Owner. Owner has the right to remove any such delivery or dumping, or storage of any materials if placed without prior permission, and Owner shall be held harmless from any damages that may occur.
- S. Water/Utilities. Unless otherwise provided in the Agreement Documents, Contractor will supply its own electric power, light and water as necessary to the site in order to complete its Work.
- T. Cleanliness, Trash & Debris. Contractor, according to Contractor's particular trade, shall keep all aspects of the jobsite, including any streets, alleys, sidewalks and storage areas, orderly, in safe condition and free all waste material, spoils, dirt, mud, scrap, debris, trash, excess Materials and rubbish (collectively, "Waste"), and all Waste shall be removed from the jobsite or deposited in such locations as Owner may from time to time designate. If practicable, all debris is to be compacted before disposal. Contractor shall not at any time leave any aspect of the jobsite, including streets and sidewalks, in an unsafe condition. Contractor shall clean daily and remove from the site, or deposit in approved containers/locations on the site, all rubbish and surplus materials that accumulate from Contractor's Work. Contractor shall clean the Work area daily and upon completion of its portion of the Work. Owner shall give Contractor 24 hours' notice if Contractor has failed to properly clean up. Should Contractor, its employees, or subcontractors or their employees fail to comply within 24 hours from the time Owner issues Contractor a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, Owner may give notice of default to Contractor. Failure of Contractor to cure such default within 24 hours after such notice shall give Owner the option to elect and enforce any and all rights or remedies set forth in the Agreement. Upon completion of Contractor's Work, Contractor shall promptly remove all Waste, tools, and equipment from the Project jobsite. If Contractor fails to do so, Owner has the right, but not the obligation to, cleanup and remove any Waste, tools and/or equipment in dispute and allocate all Costs related thereto to those believed to be responsible therefore, and Owner's allocation shall be binding upon Contractor. Contractor shall also move all excess usable Materials

and/or spoils provided to Owner by Contractor in accordance with instructions issued by Owner.

- U. Pets. No pets (other than service dogs) shall be brought to the site by Contractor. Owner shall have the right to fine or back charge Contractor \$200 per occurrence for violations of this pet policy.
- V. Weather. In the event of rain, wind, or other adverse weather, Contractor shall be completely responsible for the protection of the Work, using all reasonable efforts. Should Contractor fail to perform said protective measures, all restoration of damages to Contractor's Work and adjacent property damaged by Contractor's inadequacy, will be performed by Contractor or completed by others and paid for by Contractor.
- W. Storage. By written notice to Contractor, Owner may permit Contractor to store materials, tools and equipment at the site at Contractor's own risk. Such permission is within Owner's sole discretion. Contractor is solely responsible for its own materials, tools and equipment stored on the site. To the fullest extent permitted by law, Contractor waives all rights of recovery against Owner and all other Contractors, sub-contractors, sub-subcontractors and sub-sub-subcontractors that Contractor may have for loss or damage caused to any of Contractor's materials or tools or equipment stored on site. Owner will not provide any utilities for storage facilities. Contractor shall maintain permitted storage areas in a neat, safe and sanitary condition. By written notice to Contractor, Owner may revoke Contractor's use of any permitted storage area at any time. In such event, Contractor shall remove all materials, tools and equipment and restore the area to its original condition within 48 hours after delivery of the removal notice.
- X. Contractor's Personal Property Insurance. Contractor and its subcontractors may, at its or their option and sole expense, purchase and maintain insurance for its or their tools, equipment, materials and other personal property. Any deductible in relation thereto shall be its or their sole responsibility. Any such insurance shall be Contractor's and its subcontractors' sole source of recovery in the event of a loss. All such insurance maintained by Contractor and its subcontractors shall include a waiver of subrogation in favor of Owner, Project HOA entity, and their affiliates as Owner may specify.

2. **Job Conduct.**

- A. Representatives. During all times when its Work is in progress, Contractor shall have a competent project manager, superintendent or foreperson, readily available or on the Project jobsite as Contractor's representative who: (a) shall be authorized by Contractor and capable to communicate in English with Owner and others on the jobsite; (b) shall be authorized by Contractor to make such monetary and non-monetary decisions on behalf of Contractor as may be necessary for the prompt and

Contractor: 

efficient performance of the terms of this Agreement by Contractor; and (c) shall be authorized to represent Contractor as to all matters on the Project. Prior to the commencement of Work, Contractor shall notify Owner of the identity of Contractor's representative on the Project jobsite, and in the event of any replacement by Contractor of such representative, Contractor shall notify Owner in writing of the identity of such replacement. Owner may reasonably reject Contractor's representative and/or any replacements. Owner reserves the right to remove any person or crew from the site due to incompetence or failure to conduct himself or herself in a proper manner, as determined by Owner, in its sole discretion.

- B. Professional Appearance and Safety. Contractor and Contractor's field workers shall maintain a clean and professional appearance on the site at all times including, but not limited to, wearing proper work attire or other personal safety equipment as necessary to perform the Work in a professional and safe manner. In connection with all of its activities under this Agreement, Contractor shall take all reasonable safety precautions, shall comply with all safety measures, rules, programs and/or processes initiated by Owner, shall comply with all Applicable Laws, and, to the extent that such safety orders are applicable to the Work being performed by Contractor, shall provide Material Safety Data Sheets to Owner for any hazardous material that Contractor may use in performing the Contractor's Work. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, and shall ensure that all Work areas comply with all safety measures, rules, programs and/or processes initiated by Owner, all Applicable Laws and all applicable industry standards. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all employees involved in the Work and all other persons who may be affected thereby; (ii) all the Work of Contractor and of others and all Materials and equipment to be incorporated therein, whether in storage on or off the jobsite, and/or (iii) other property at the jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. All signage required by Applicable Law shall be included by the Contractor, whether such signage is specifically shown in the Specifications or not.
- C. OSHA. Contractor acknowledges that the Occupational Safety and Health Act of 1970 (and any and all state and local laws related to occupational health and safety) (the "OSHA Regulations"), all as amended from time to time, require, among other things, all Contractors and subcontractors to furnish to their workers employment and a place of employment that is free from recognized hazards. In this regard, Contractor specifically agrees, without limitation of its general obligations, as follows:
- a. Contractor will fully comply with the OSHA Regulations and will cooperate with Owner and all other contractors, subcontractors and sub-subcontractors of Owner in order to assure compliance with the OSHA Regulations.

- b. Contractor accepts full responsibility and liability for the training of its employees as to all precautionary measures necessary to protect such employees during both routine and emergency situations on the Project jobsite and Contractor shall make available for Owners review all records and logs indicating such training was administered by Contractor to its employees.
- c. Contractor will assist Owner in complying with the OSHA Regulations.
- d. Before using any chemicals in its performance of the Work for Owner, Contractor must give Owner prior written notice of the existence and the possible exposure to such chemicals, and deliver a material safety data sheet to Owner.
- e. Contractor will fully comply (and will cause its employees and Agents to comply) with any Project jobsite rules or regulations, including those that relate to safety, that Owner may choose to put in place. Even though Owner may put some safety-related rules and regulations in place, Contractor acknowledges that it continues to be responsible for the safety of its employees and Agents and that Owner assumes no responsibility or obligation for their safety.

Owner has entered into this Agreement with Contractor with the expectation that Contractor will perform Work on the Project jobsites fully in compliance with OSHA Regulations. Any failure by Contractor to do so could result in potential losses to Owner (for example, without limitation, potential liability for injuries, administrative fines or penalties, operational costs due to work stoppages, etc.). Because of these potential losses, if Owner identifies violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner by Contractor (or its employees or Agents), Contractor shall, in addition to and not in place of any and all other rights and remedies that Owner may have under this Agreement, reimburse Owner for all direct and indirect costs, fees, damages and expenses incurred or paid by Owner, including, without limitation, replacement Material, equipment and/or product costs, labor costs, production stoppage costs, and legal fees and expenses (collectively the "Costs") associated therewith. Owner may offset or back-charge these Costs against any amounts that may otherwise be due from Owner to Contractor, whether under this Agreement or under any other agreement between Owner and Contractor now or hereafter existing. Although Owner has the right to do so, Owner has no obligation (and does not commit or assume) to monitor compliance with OSHA Regulations by Contractor (and Contractor's Agents and employees). Owner's failure to assess Costs against Contractor for violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner shall in no way waive any of Owner's rights and remedies available under this Agreement or otherwise. Furthermore, failure to comply with this Section is a default by Contractor, giving Owner the right to exercise any remedies (including termination, penalties and fines) available under this Agreement.

- D. Professional Conduct. Contractor and Contractor's Agents, employees and field workers of any tier shall conduct themselves in a professional manner, shall comply

with all Project jobsite rules and regulations adopted by Owner, shall comply with all of Owner's reasonable requests regarding personal conduct and shall resolve any field disputes with Owner in a professional and diplomatic manner without impeding progress of the Work.


- E. Rules. Contractor, its field workers, and any subcontractors and sub-subcontractors shall observe the following rules at all times:
1. Job site working hours are regulated by the local governmental agencies, Applicable Laws and ordinances and possibly homeowner's association rules and regulations. It is the responsibility of Contractor, its personnel and suppliers to learn and comply with said Applicable Laws and ordinances.
 2. No loud radios, music, or unnecessary noise on the site.
 3. No distraction of fellow workers.
 4. No alcohol or drugs on the site.
 5. No weapons of any kind on the site.
 6. No profanity or discourteous conduct on the site.
 7. No horseplay or fighting on the site.
 8. No unauthorized visitors (including pets unless otherwise stated above) on the site.
 9. No unauthorized vehicles or parking in any production area.
 10. No entry into an active blasting or barricaded area during active operations.
 11. No open fires.
- F. Violation of the site conduct rules is a breach of contract and grounds for immediate removal from the site and may be cause for termination of Contractor as set forth in Section 22 of the Agreement.
- G. Contractor acknowledges that Contractor has a zero tolerance sexual harassment policy and discrimination policy, and Contractor shall comply with such policies to avoid sexual harassment at the site and to implement non-discriminatory hiring practices for the Work.

Exhibit C

SITE SAFETY RULES

Contractor agrees as follows:

- 1) Contractor shall maintain a written safety program that meets or exceeds all governmental standards and requirements, and Owner's Code of Safety Practices (as defined below) ("**Contractor's Written Safety Program**"). Contractor shall, within 10 days of request (or such earlier time period if required by a regulatory agency or court order), provide a copy of Contractor's Written Safety Program to Owner.
- 2) Contractor shall provide safety training to employees of Contractor and its subcontractors and sub-subcontractors as reasonably required to educate employees of Contractor and its subcontractors and sub-Subcontractors on requirements and provisions of Contractor's Written Safety Program.
- 3) Contractor shall supply, maintain and utilize equipment (this list is not inclusive and not limited to, fall protection, heavy lifting protection, foot, eye and ear protection and hard hats) reasonably required for employees of Contractor and its subcontractors and sub-subcontractors to perform the Work safely and in compliance with Contractor's Written Safety Program.
- 4) Contractor shall designate a management level employee of Contractor who frequently visits the site of the Work as Contractor's safety coordinator. The safety coordinator shall (a) be thoroughly trained and understand Contractor's Written Safety Program, (b) perform, as a routine practice, safety inspections of Contractor's performance of the Work with frequency and detail necessary to ensure a safe working environment and shall provide written reports on such inspections to Owner as reasonably requested by Owner, (c) be available to respond to Contractors' and its subcontractors and sub-subcontractors' employees' inquiries concerning Contractor's Written Safety Program, (d) discipline (including removal from the job site) employees of Contractor and its subcontractors and sub-subcontractors who violate Contractor's Written Safety Program, and (e) attend, with its employees and subcontractors and sub-subcontractors, Owners safety meetings (as requested by Owner).
- 5) Contractor shall abide and cause all employees of Contractor and its subcontractors and sub-subcontractors to comply with Owners Code of Safety Practices and Owners Health and Safety Program, as published and amended by Owner from time to time.
- 6) Contractor shall maintain records of accidents and injuries occurring to employees of Contractor and its subcontractors and sub-subcontractors and caused by employees of Contractor and its subcontractors and sub-subcontractors during performance of the Work, in form and substance required by Owners Health and Safety Program. Copies of accident

Contractor: 

and/or injury reports shall be provided to Owner as soon as possible and at all times within 24 hours of any accident or injury.

- 7) Contractor shall participate in Owners safety audits as requested by Owner. Information requested by Owner shall be provided by Contractor within 2 business days of request.
- 8) OSHA has established regulations entitled OSHA's Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets ("MSDS") giving information on proper handling and precautionary measures in using the materials. Contractor shall obtain all MSDS pertaining to any hazardous material used or created in the process of performing the Work, and shall distribute copies of such MSDS to Owner and to all other contractors, sub-subcontractors, and suppliers performing Work on the Site. Contractor shall also obtain from all other subcontractors, sub-subcontractors and suppliers performing Work on the Site, copies of all MSDS for all hazardous materials used or created by such subcontractors, sub-subcontractors or suppliers, and shall retain copies of such MSDS and provide them to Contractor's employees, sub-subcontractors, and suppliers as required by the OSHA regulations. In other words, Contractor must exchange MSDS with all other subcontractors, sub-subcontractors and suppliers, and implement a training program for its employees. Furthermore, Contractor must ensure all Materials are labeled.
- 9) Contractor is expected to provide a safe Work environment for its employees, consistent with Owners Code of Safety Practices. As part of the foregoing, alcohol and illegal drugs are strictly prohibited at the Site.

Exhibit D

EMERGENCY ACTION PLAN

N/A


Contractor: 

Exhibit E

INSURANCE REQUIREMENTS

VK Summerwoods LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637
Phone (813) 615-1244
Fax (813) 615-1461

RE: Insurance Requirements pursuant to that certain Kolter Contractor Agreement ("**Agreement**") by and between VK Summerwoods LLC ("**Owner**") and E. T. McKenzie Company ("**Contractor**") all initially capitalized terms not otherwise defined herein shall be given the meaning ascribed thereto in the Agreement).

To Whom It May Concern,

It is very important that you read this letter and review the checklist to ensure that your insurance will be accepted. Without proper, up-to-date insurance information, all checks will be held and a \$500 service credit may be applicable.

Evidence of Insurance Required:

The **Certificate of Liability Insurance** must include coverages listed below. Within the certificate, confirm that your deductible with respect to General Liability is \$50,000 or less, and state in the Description of Operations box that the additional insured are per attached endorsement, which must be on ISO forms CG2010 (07 04) and CG2037 (07 04) for a period of at least 5 years following completion of the Work. Contractor must disclose all applicable policy deductibles and/or self-insured retentions ("SIR") and agrees to be liable for all costs within the deductibles and/or SIR. Coverage must be placed with insurance companies rated A VII or better by A.M. Best Company. In addition, please note that an Authorized representative must sign certificates. All policies must be endorsed to provide 30 days written notice of cancellation or material change to certificate holder.

The Certificate holders must be:

(1) Kolter Group Acquisitions LLC, (2) VK Summerwoods LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

The **Additional Insured Endorsement** form (Form CG 2010 (07 04) or its equivalent) for the General Liability policy, see example attached. **BLANKET ADDITIONAL INSURED FORMS STATING THAT THE CERTIFICATE HOLDERS ARE ADDITIONAL INSURED IN THE DESCRIPTION OF OPERATIONS BOX OF THE CERTIFICATE OF INSURANCE ARE NOT ACCEPTABLE.** The Additional Insured Endorsement must list your policy number and **MUST INCLUDE THE OWNER AND PROJECT HOA ENTITY (IF APPLICABLE) (WITH NAMES TYPED OUT) AND THEIR AFFILIATES AS ADDITIONAL INSURED.**

GENERAL LIABILITY

The **Commercial General Liability** policy must be written on an **Occurrence Form**. The limits shall not less than: \$1,000,000 each occurrence (combined single limit for Bodily Injury and Property Damage), \$1,000,000 for Personal Injury liability, \$2,000,000 aggregate for Products-Completed Operations, \$2,000,000 General Aggregate on a per project basis, using ISO form CG2503 or equivalent. A waiver of subrogation endorsement is required, issued in favor of Owner, Project HOA Entity (if applicable), and their Affiliates. Certificate must confirm that that coverage is Primary and Non-Contributory. As noted above in relation to the General Liability Additional Insured requirements, the coverage must be maintained for at least 5 years following the completion of the Work. The policy shall protect property damage, bodily injury and personal injury claims arising from the exposures of:

- (a) Premises or ongoing operations;
- (b) Products and completed operations, which shall:
 - i. cover materials designed, furnished and/or modified in any way by Contractor;
 - ii. have a separate aggregate limit at least equal to the CGL per occurrence limit; and
 - iii. be maintained through the longer of the statute of limitations or repose period for construction defect and products liability claims in the state where the Work is performed. Policies and/or endorsements cannot include any provisions that terminate products-completed operations coverage at the end of a policy period or limit the coverage in any other way with respect to additional insureds;
- (c) Vandalism and malicious mischief;
- (d) Contractual liability insuring the obligations assumed by Contractor in the Agreement;
- (e) Personal injury liability, except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply separately per project to Contractor's work under the Agreement;
- (f) Independent Contractors;
- (g) A waiver of subrogation endorsement is required, issued in favor of the Contractor;
- (h) Property damage resulting from explosion, collapse, or underground (x, c, u) exposures and hazards (if applicable); and
- (i) Per Project General Aggregate (ISO form CG2503 or equivalent).

Owners and Contractors Protective Liability Policies ("OCP") cannot fulfill the requirement for CGL coverage under the Agreement.


AUTOMOBILE INSURANCE

Contractor shall carry Automobile Liability insurance, insuring against bodily injury and/or property damage arising out of the operation, maintenance, use, loading or unloading of any auto including owned, non-owned, and hired autos. The limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. Owner, Project HOA Entity (if applicable) and their Affiliates must be shown as additional insureds.

(j) **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

Worker's Compensation insurance shall be provided as required by state law or regulation, and Employer's Liability Insurance with limits of not less than \$500,000 per occurrence for each accident for bodily injury by accident, 500,000 policy limit for bodily injury by disease, and \$500,000 each employee for bodily injury by disease. A waiver of subrogation endorsement is required in favor of the Owner, Project HOA Entity (if applicable) and their Affiliates.

- (a) The workers' compensation insurance shall ensure that: (1) Owner will have no liability to Contractor, its employees or Contractor's Agents; and (2) Contractor will satisfy all workers' compensation obligations imposed by state law.
- (b) This policy must include a documented waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted).

Contractor 

- (c) If any of Contractor's employees or Contractor's Agents are subject to the rights and obligations of the Longshoremen and Harbor Workers Act or any other maritime law or act, the workers' compensation insurance must be broadened to provide additional required coverage.
- (d) For purposes of worker's compensation coverage, Contractor agrees that Contractor, Contractor's employees and Contractor's Agents are not employees of Owner or its Affiliates, and are therefore not beneficiaries of any Owner coverage.
- (e) Contractor may satisfy its workers' compensation obligations by providing documentation of current authorization from the appropriate state authorities for the state(s) where the Work is performed indicating that Contractor is adequately self-insured for workers' compensation claims.

UMBRELLA OR EXCESS INSURANCE


If excess limits are provided, policy must be as broad or broader than the underlying as noted above.

PROFESSIONAL LIABILITY INSURANCE


With respect to Professional Liability Insurance, coverage is required for Architects, Engineers and other Professionals. You must have \$2,000,000 each claim and a \$2,000,000 Annual Aggregate. The policy retroactive date shall be no later than the first day services were performed that related to the Agreement. Coverage must be renewed for at least 5 years following the completion of the Work. Your policy number must be listed on the Certificate of Insurance.

27.13 CERTIFICATES OF INSURANCE. Contractor shall evidence that such insurance is in force by furnishing Owner with a certificate of insurance, or if requested by Owner, certified copies of the policies, at least 7 days before Contractor is to commence Work if such certificates are not available upon execution of the Agreement. Notwithstanding the non-renewal or termination of the Agreement, Contractor shall provide renewal certificates and endorsements to Owner for so long as the applicable insurance is required to be maintained pursuant to the Agreement. The certificate shall state the type of Work being performed, and shall be incorporated into the Agreement. The certificate shall evidence the requirements of the Agreement, including but not limited to, specifying that:

- (a) Owner, Project HOA Entity (if applicable) and their Affiliates are additional insureds on the CGL and automobile policies, and if applicable the umbrella and/or excess policies, by referencing and attaching the required endorsement;
- (b) The policy provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days prior written notice to the Owner. A certificate reciting that the carrier or agent will endeavor to notify Owner is unacceptable;
- (c) The policy does not contain exclusions for the Work and/or for duties performed by Contractor pursuant to the Agreement, including, without limitation, attached product (if applicable), or liability that arises from a dispute governed by a notice and opportunity to repair statute.
- (d) The General Liability, Auto Liability and Umbrella/Excess Liability policies shall include a provision or endorsement naming Owner, Project HOA Entity (if applicable) and their officers and employees as additional insureds with respect to liabilities arising out of Contractor's (or subcontractors') performance of the work under the Agreement and shall be primary and noncontributory. Owners insurance shall be considered excess for purposes of responding to any Claims. The following wording must be included in the Description of Operations on the Certificate of Insurance: "This insurance is Primary and Non-Contributory;"

Contractor: 

- (e) Contractor shall add Owner, Project HOA Entity (if applicable), and their Affiliates, as additional insureds on the CGL, Auto Liability and Umbrella/Excess policies by having the insurance carrier issue an additional insured endorsement(s) at least as broad as the ISO CG 2010 11 85 Additional Insured - Owners, Lessees or Subcontractors - Form B endorsement and GC20 37 07 04, or its equivalent, as published by the Insurance Services Office (ISO). Additional Insured status for Completed Operations, via endorsement form CG 2037, will apply for three (3) years following completion of the work. The executed endorsement shall be attached to the Certificate of Insurance. Such additional insured status under the CGL policy must not be limited by amendatory language to the policy. Further, this endorsement shall:
- (i) Provide coverage for both premises/ongoing operations and products-completed operations to the benefit of the additional insured; and
 - (ii) Provide coverage to the full extent of the actual limits of Contractor's coverage even if such actual limits exceed the minimum limits required by the Agreement.
- (f) Contractor's CGL policy contains contractual liability coverage;
- (g) Contractor's workers' compensation policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted), by referencing and attaching the required endorsement;
- (h) Contractor's CGL policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates, by referencing and attaching the required endorsement; and
- (i) Contractor must provide evidence of Workers Compensation in the states(s) that it operates by either listing on the certificate those states listed in item 3.A. of the Information Page of the Workers Compensation Policy or attaching a copy of the Information Page.

Contractor: 

SAMPLE ADDITIONAL INSURED FORM CG 20 10 07 04

POLICY NUMBER: (MUST BE FILLED IN)
COMMERCIAL GENERAL LIABILITY

27.14 THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

(1) ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS (FORM B)

This form modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

27.15 Kolter Group Acquisitions LLC &

27.16 VK Summerwoods LLC

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.) (WHO IS AN INSURED (Section II)) is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Exhibit F
PARTIAL WAIVER AND RELEASE OF LIEN

VK Summerwoods LLC
14025 Riveredge Drive
Suite 175
Tampa, FL 33637

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

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

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

CONTRACTOR

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me by [] physical presence or [] online notarization this ____ day of _____, by _____ as _____ of _____, a _____ Corporation, for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.

NOTARY PUBLIC

BY: _____

PRINT: _____

COMMISSION #: _____

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.


Contractor: 

Exhibit G
FINAL WAIVER AND RELEASE OF LIEN

VK Summerwoods LLC
14025 Riveredge Drive
Suite 175
Tampa, FL 33637

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

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

IN WITNESS WHEREOF, the undersigned has executed the Final Waiver and Release of Lien (or caused the same to be executed in its name) this ____ day of _____ 20____.

CONTRACTOR

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me by [] physical presence or [] online notarization this ____ day of _____, by _____ as _____ of _____, a _____ Corporation, for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.


NOTARY PUBLIC

BY: _____


PRINT: _____

COMMISSION #: _____

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

Contractor: 

SCHEDULE 1

Contractor 

Summerwoods Phase 3B & 4B
Preliminary Construction Schedule

ID	Task Name	Duration	Start	Finish	2022												2023						
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	
1	Notice to Proceed	0 days	2/21/22	2/21/22	◆ Notice to Proceed																		
2	Shop Drawings	30 days	2/22/22	4/4/22	Shop Drawings																		
3	Order and Procure Materi	120 days	4/5/22	9/19/22	Order and Procure Materials																		
4	Survey Layout	160 days	7/26/22	3/6/23	Survey Layout																		
5	Mobilization	20 days	8/2/22	8/29/22	Mobilization																		
6	Erosion Control	30 days	8/2/22	9/12/22	Erosion Control																		
7	PHASE 4B	115 days	8/16/22	1/23/23	Earthwork																		
8	Earthwork	10 days	8/16/22	8/29/22	Earthwork																		
9	Sanitary Sewer	25 days	9/1/22	10/5/22	Sanitary Sewer																		
13	Storm Drainage	20 days	10/3/22	10/28/22	Storm Drainage																		
10	Watermain	20 days	10/26/22	11/22/22	Watermain																		
12	Reclaimed Watermain	15 days	11/18/22	12/8/22	Reclaimed Watermain																		
11	Finish Grading	20 days	12/13/22	1/9/23	Finish Grading																		
14	Stabilized Subgrade	15 days	12/9/22	12/29/22	Stabilized Subgrade																		
15	Concrete Curb & Sidew	10 days	12/23/22	1/5/23	Concrete Curb & Sidewalk																		
16	Road Base	10 days	12/28/22	1/10/23	Road Base																		
17	Asphalt Paving	3 days	1/12/23	1/16/23	Asphalt Paving																		
18	Striping	3 days	1/17/23	1/19/23	Striping																		
19	Substantial Completion	0 days	1/23/23	1/23/23	◆ Substantial Completion																		
20	PHASE 3B	162 days	8/30/22	4/12/23	Earthwork																		
32	Earthwork	10 days	8/30/22	9/12/22	Earthwork																		
21	Sanitary Sewer	25 days	12/9/22	1/12/23	Sanitary Sewer																		
22	Storm Drainage	20 days	1/10/23	2/6/23	Storm Drainage																		
23	Watermain	15 days	2/2/23	2/22/23	Watermain																		
24	Reclaimed Watermain	10 days	2/20/23	3/3/23	Reclaimed Watermain																		
28	Finish Grading	20 days	3/2/23	3/29/23	Finish Grading																		
25	Stabilized Subgrade	15 days	3/1/23	3/21/23	Stabilized Subgrade																		
26	Concrete Curb & Sidew	10 days	3/15/23	3/28/23	Concrete Curb & Sidewalk																		
27	Road Base	10 days	3/20/23	3/31/23	Road Base																		
29	Asphalt Paving	3 days	4/3/23	4/5/23	Asphalt Paving																		
30	Striping	3 days	4/6/23	4/10/23	Striping																		
31	Substantial Completion	0 days	4/12/23	4/12/23	◆ Substantial Completion																		
33	As-Builts & Punch List	10 days	4/13/23	4/26/23	As-Builts & Punch List																		
34	Final Completion	0 days	4/26/23	4/26/23	◆ Final Completion																		

Printed: 2/21/22

Task  Milestone  Summary  Progress 

FIRST AMENDMENT TO CONTRACT

This First Amendment to Contract (the "First Amendment") is made, entered into, and effective this 2nd day of December, 2022, by and between VK Summerwoods LLC, ("Owner"), and E. T. MacKenzie of Florida, Inc ("Contractor").

WITNESSETH

WHEREAS, Owner and Contractor entered into that certain Contract with an Effective Date of March 14, 2022, as may be amended from time-to-time (the "Agreement"), pursuant to which Owner agreed to have Contractor perform Work on that certain real property located in Manatee County, Florida; and


WHEREAS, Owner and Contractor wish to amend the Agreement pursuant to the terms and conditions contained herein.

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

1. The above recitals are true and correct.
2. All capitalized terms found in the Contract shall have the same meaning when used in this First Amendment. This First Amendment may be executed by facsimile or electronic mail signatures, which for all purposes shall be deemed to constitute originals.
3. Exhibit A of the Agreement is hereby amended to include the attached Exhibit A and together they shall constitute a single Exhibit A.

IN WITNESS WHEREOF, the Seller and Buyer have executed this First Amendment to Contract as of the date first written above.

VK SUMMERWOODS LLC

By: 
Printed Name: JAMES P. HARDY
Title: AUTHORIZED SIGNATORY

E. T. MacKENZIE OF FLORIDA, INC.

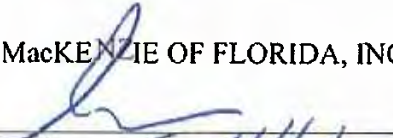
By: 
Printed Name: SCOTT HUBER
Title: CEO

EXHIBIT A

Work Authorization Request



E. T. MacKenzie of Florida, Inc.

6212 33rd Street E.
Bradenton FL. 34203
(941) 756-6760 Fax: (941) 756-6698

Work Authorization Request No. 1

Owner's Name VK Summerwoods		Phone 813-615-1244	Date November 18, 2022
Address 14025 Riveredge Dr, Suite 175		Job Name Summerwoods 3B,4B	Job Number 52208
City Tampa	State FL	Zip 33637	Address Section 24, Township 33S, Range 18E
Existing Contract No. NA	Date of Existing Contract 30-Mar-22	City Palmetto	State FL
			Zip 34221

You are hereby authorized to perform the following specifically described additional work

	Quantity		Unit Price	Extended Price
EXCAVATION				
Import (Credit)	3,366.00	TCY	\$ (18.00)	\$ (60,588.00)
Dirt Removed from Lots at 2B-2 and placed at 4B	1.00	LS	\$ 28,730.00	\$ 28,730.00
Removal of Unsuitable Material by others in 3B	1.00	LS	\$ 31,650.00	\$ 31,650.00
EXCAVATION SUBTOTAL				\$ (208.00)
			Subtotal of Changes:	\$ (208.00)
			Overhead & Profit	Inc.

THE TOTAL CREDIT/COST FOR CHANGES NOTED ABOVE: \$ (208.00)

TOTAL NUMBER OF DAYS AFFECTED BY THIS CHANGE: * Days

Payment to be made as follows: Per Contract Documents

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ 20____ Authorized Signature _____
(Owner signs here)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature _____ Date _____ 20____
(Contractor signs here)

Note: The above prices & specifications of this Change Order Request are satisfactory and are hereby accepted as signed. All work to be performed under the same terms and conditions

FIRST AMENDMENT TO CONTRACT

This First Amendment to Contract (the "First Amendment") is made, entered into, and effective this 21st day of July, 2023, by and between VK Summerwoods LLC, ("Owner"), and E. T. MacKenzie of Florida, Inc ("Contractor").

WITNESSETH

WHEREAS, Owner and Contractor entered into that certain Contract with an Effective Date of March 14, 2022, as may be amended from time-to-time (the "Agreement"), pursuant to which Owner agreed to have Contractor perform Work on that certain real property located in Manatee County, Florida; and


WHEREAS, Owner and Contractor wish to amend the Agreement pursuant to the terms and conditions contained herein.

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

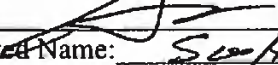
1. The above recitals are true and correct.
2. All capitalized terms found in the Contract shall have the same meaning when used in this First Amendment. This First Amendment may be executed by facsimile or electronic mail signatures, which for all purposes shall be deemed to constitute originals.
3. Exhibit A of the Agreement is hereby amended to include the attached Exhibit A and together they shall constitute a single Exhibit A.

IN WITNESS WHEREOF, the Seller and Buyer have executed this First Amendment to Contract as of the date first written above.

VK SUMMER WOODS LLC

By: 
Printed Name: JAMES P. HARVEY
Title: AUTHORIZED SIGNATORY

E. T. MacKENZIE OF FLORIDA, INC.

By: 
Printed Name: Scott H. Huber
Title: Com

Work Authorization Request

E. T. MacKenzie of Florida, Inc.
 6212 33rd Street E.
 Bradenton FL. 34203
 (941) 756-6760 Fax: (941) 756-6698

*REMB BY
 HARRIS COUNTY*

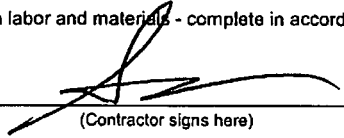


Work Authorization Request No. 1

Owner's Name VK Summerwoods		Phone 813-615-1244	Date March 13, 2023
Address 14025 Riveredge Dr, Suite 175		Job Name Sawgrass Road	Job Number 52208
City Tampa	State FL	Zip 33637	Address Section 24, Township 33S, Range 18E
Existing Contract No. NA	Date of Existing Contract 30-Mar-22	City Palmetto	State FL
		Zip 34221	

You are hereby authorized to perform the following specifically described additional work:

	Quantity		Unit Price	Extended Price
NORTH				
2" Type SP-12.5 Asphalt (1st Lift) (TURN LANES) Increase	2,220.00	SY	\$ 5.05	\$ 11,211.00
1" Type SP-9.5 Asphalt (2nd Lift) (TURN LANES) Increase	6,320.00	SY	\$ 3.40	\$ 21,488.00
Extra Costs for Change in Work Hours (TURN LANES)	1.00	LS	\$ 52,073.00	\$ 52,073.00
2" Type SP-12.5 Asphalt (1st Lift)	6,500.00	SY	\$ 3.50	\$ 22,750.00
1" Type SP-9.5 Asphalt (2nd Lift)	6,500.00	SY	\$ 3.00	\$ 19,500.00
Type "F" Curb with Stabilization Increase	1,705.00	LF	\$ 7.50	\$ 12,787.50
Type "AB" Curb with Stabilization Increase	1,425.00	LF	\$ 7.50	\$ 10,687.50
4" Walk Increase	9,140.00	SF	\$ 1.59	\$ 14,532.60
Handicap Ramps Increase	6.00	EA	\$ 150.00	\$ 900.00
Curb Inlet Tie-In	2.00	EA	\$ 115.00	\$ 230.00
Trucking for Base Material	3,770.00	TN	\$ 1.15	\$ 4,335.50
Additional Silt Fence (Bayside Church - North River)	650.00	LF	\$ 1.70	\$ 1,105.00
Additional Sod (Bayside Church - North River)	3,560.00	SY	\$ 2.80	\$ 9,968.00
Additional Clearing (Bayside Church - North River)	1.00	LS	\$ 12,000.00	\$ 12,000.00
Excavation (Bayside Church - North River)	1.00	LS	\$ 9,000.00	\$ 9,000.00
NORTH SUBTOTAL				\$ 202,568.10
MIDDLE				
2" Type SP-12.5 Asphalt (1st Lift)	6,900.00	SY	\$ 3.50	\$ 24,150.00
1" Type SP-9.5 Asphalt (2nd Lift)	6,900.00	SY	\$ 3.00	\$ 20,700.00
Type "F" Curb with Stabilization Increase	1,810.00	LF	\$ 7.50	\$ 13,575.00
Type "A" Curb with Stabilization Increase	25.00	LF	\$ 7.50	\$ 187.50
4" Walk Increase	9,700.00	SF	\$ 1.59	\$ 15,423.00
Handicap Ramps Increase	2.00	EA	\$ 150.00	\$ 300.00
Curb Inlet Tie-In	4.00	EA	\$ 115.00	\$ 460.00
Trucking for Base Material	4,002.00	TN	\$ 1.15	\$ 4,602.30
MIDDLE SUBTOTAL				\$ 79,397.80
SOUTH				
2" Type SP-12.5 Asphalt (1st Lift)	3,950.00	SY	\$ 3.50	\$ 13,825.00
1" Type SP-9.5 Asphalt (2nd Lift)	3,950.00	SY	\$ 3.00	\$ 11,850.00
Trucking for Base Material	2,291.00	TN	\$ 1.15	\$ 2,634.65
Type "F" Curb with Stabilization	1,075.00	LF	\$ 7.50	\$ 8,062.50
4" Walk Increase	5,445.00	SF	\$ 1.59	\$ 8,657.55
Handicap Ramps Increase	3.00	EA	\$ 150.00	\$ 450.00
Curb Inlet Tie-In	1.00	EA	\$ 115.00	\$ 115.00

SOUTH SUBTOTAL				\$ 45,594.70
			Subtotal of Changes:	\$ 327,560.60
			Overhead & Profit :	Inc.
THE TOTAL CREDIT/COST FOR CHANGES NOTED ABOVE:				\$ 327,560.60
TOTAL NUMBER OF DAYS AFFECTED BY THIS CHANGE:				40 Days
Payment to be made as follows: <u>Per Contract Documents</u>				
Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.				
Date _____ 20____ Authorized Signature _____ (Owner signs here)				
We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.				
Authorized Signature  Date <u>7/24</u> 20 <u>23</u> (Contractor signs here)				
<small>Note: The above prices & specifications of this Change Order Request are satisfactory and are hereby accepted as signed. All work to be performed under the same terms and conditions</small>				

Caden Huber

From: Brian Furst
Sent: Wednesday, February 22, 2023 1:55 PM
To: Caden Huber
Subject: Fwd: Summerwoods: Base price increase

Get [Outlook for iOS](#)

From: Nick Buchanan <heavyweightindustries@gmail.com>
Sent: Wednesday, February 22, 2023 1:22:23 PM
To: Brian Furst <bfurst@mackenzieco.com>
Subject: Summerwoods: Base price increase

Brian,
I hope all is well. The price increase for hauling base from FL Shell to Summerwoods is \$1.15 per ton. Have a great day and let me know if you have any questions.

9%

Thank you,
Nick Buchanan



Heavyweight Industries, LLC
11523 Palmbrush Trail
Suite #403
Lakewood Ranch, FL 34202
P: 810.459.2257
F: 888.427.2865
heavyweightindustries@gmail.com



Cast-Crete USA, LLC

DBA CurbcO
8008 34th Avenue East
Bradenton FL 34211
941 747-4848

License: CBC1264919

Change Order

Order#: 1

Order Date: 02/21/2023

To: E.T. MacKenzie Co. of Fla, Inc
6212 - 33rd Street East
Bradenton FL 34203

Project: 9040
Summerwoods PH 3B&4B
& Sawgrass Rd

PERCENTAGES ONLY PERTAIN TO SAWGRASS ROAD DUE TO DIFFERENCE IN MOB COST

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

Submitted by:

Customer Order:

Specifications Attached

Description of Work	Amount
F Curb PER LF	7.50 52%
Mod F Curb PER LF	7.50 62.5%
A Curb PER LF	7.50 28%
Curb Inlet PER LF	115.00 12%
4" Walk SF	1.59 35%
Handicap Ramp EA	150.00 18%
3' Valley Crossing EA	1,250.00
D Curb PER LF	7.50

Notes

Cast-Crete USA, LLC dba: CurbcO reserves the right to adjust its proposal based on current pricing and availability at the time of construction.
PRICE SUBJECT TO INCREASE DUE TO MATERIAL & FUEL COST GOOD THROUGH 2023.

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

1,546.59

The original Contract Sum was	358,154.71
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	358,154.71
The Contract Sum will be changed by this Change Order	1,546.59
The new Contract Sum including this Change Order will be	359,701.30
The Contract Time will be changed by	0 Days

Owner: _____

Date: _____

Contractor: _____

Date: _____

SUPERIOR ASPHALT, INC.

BID QUOTATION

P.O. BOX 2489
ONECO, FL 34264

PH. (941) 755-2850
FAX (941) 727-5980

DATE: March 3, 2023

E.T. MACKENZIE CO. OF FLORIDA, INC.
TO: 6212 33RD STREET EAST
BRADENTON, FL 34203

JOB NAME: Summerwoods on Sawgrass Rd PH 3 and 4

LOCATION: Off Moccasin Wallow

WE ARE PLEASED TO QUOTE AS FOLLOWS:

ITEM NO.	ITEM DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	TOTAL
Cost Increases per SY for Liquid Asphalt, Rock, And Diesel Fuel Price Increases for Sawgrass Rd Work					
1	2" Type SP-12.5(1st Lift)	1.00	SY	\$5.05 26%	
2	1" Type SP-9.5(2nd Lift)	1.00	SY	\$3.40 37%	
3	2" Type SP-12.5(1st Lift)	1.00	SY	\$3.50 22%	
4	1" Type SP-9.5(2nd Lift)	1.00	SY	\$3.00 30%	

- 1) Prime and Mat if required ----- \$ 1.00 per square yard.
- 2) This quote has been based on 1 move-ins. Any additional move-ins will be \$ 750.00 per move in.
- 3) New pavement will tend to scuff and mark within the first twelve (12) months after placement due to the curing process of asphalt.
- 4) During resurfacing projects, Superior Asphalt cannot guarantee 100% drainage.
- 5) All permits, surveying, and maintenance of traffic by others unless noted above.
- 6) All testing to be in accordance with F.D.O.T. testing procedures and to be paid for by others.
- 7) If this is a unit price contract, the job will be remeasured for actual quantities.
- 8) We have the right to inspect base prior to paving. Over-runs or extra work pertaining to base deficiencies will be billed accordingly.
- 9) We will not be liable for any delay due to war, strikes, lockouts, labor difficulties, supply chain, accidents, fire, flood or other causes beyond our control.
- 10) Purchaser agrees that should the account become more than 30 days past due, purchaser will pay all costs of collection, including reasonable attorney's fees whether collected through suit or otherwise. After 30 days, interest will be charged on all money due at the highest legal rate.
- 11) Prices quoted valid for 30 days at which time we reserve the right to adjust our price. Sales tax is included in the prices quoted.
- 12) Asphalt is a flexible pavement and any cracks that are visible before overlaying will reflect through after the overlay is finished. Also, cracks will appear when paving on new soil cement.
- 13) This quotation is based on the Florida Department of Transportation (FDOT) Fuel and Bituminous Average Price Index for the month date of this bid. Superior Asphalt, Inc. reserves the right to adjust the final unit prices and contract amount if applicable.

Date _____

SUPERIOR ASPHALT, INC.

Accepted by _____

By _____

Bill Waterman, Estimator

EXHIBIT A

SECOND AMENDMENT TO CONTRACT

This Second Amendment to Contract (the "First Amendment") is made, entered into, and effective this 4th day of August, 2023, by and between VK Summerwoods LLC, ("Owner"), and E. T. MacKenzie of Florida, Inc ("Contractor").

WITNESSETH

WHEREAS, Owner and Contractor entered into that certain Contract with an Effective Date of March 14, 2022, as may be amended from time-to-time (the "Agreement"), pursuant to which Owner agreed to have Contractor perform Work on that certain real property located in Manatee County, Florida; and

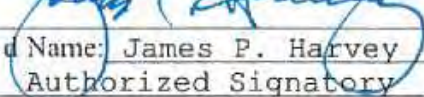
WHEREAS, Owner and Contractor wish to amend the Agreement pursuant to the terms and conditions contained herein.

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

1. The above recitals are true and correct.
2. All capitalized terms found in the Contract shall have the same meaning when used in this Second Amendment. This Second Amendment may be executed by facsimile or electronic mail signatures, which for all purposes shall be deemed to constitute originals.
3. Exhibit A of the Agreement is hereby amended to include the attached Exhibit A and together they shall constitute a single Exhibit A.

IN WITNESS WHEREOF, the Seller and Buyer have executed this Second Amendment to Contract as of the date first written above.

VK SUMMERWOODS LLC

By: 
Printed Name: James P. Harvey
Title: Authorized Signatory

E. T. MacKENZIE OF FLORIDA, INC.

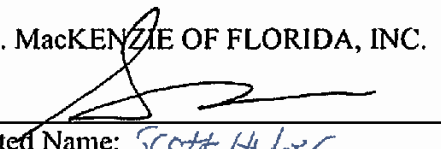
By: 
Printed Name: Scott Halber
Title: GM

EXHIBIT A

Work Authorization Request



E. T. MacKenzie of Florida, Inc.
6212 33rd Street E.
Bradenton FL. 34203
(941) 756-6760 Fax: (941) 756-6698

Work Authorization Request No. 2

Owner's Name VK Summerwoods		Phone 813-615-1244	Date June 29, 2023	
Address 14025 Riveredge Dr, Suite 175		Job Name Sawgrass Road	Job Number 52208	
City Tampa	State FL	Zip 33637	Address Section 24, Township 33S, Range 18E	
Existing Contract No. NA	Date of Existing Contract 30-Mar-22	City Palmetto	State FL	Zip 34221

You are hereby authorized to perform the following specifically described additional work.

	Quantity		Unit Price	Extended Price
SAWGRASS ROAD				
Replace 1" Type SP-9.5 Asphalt	111.00	SY	\$ 10.70	\$ 1,187.70
Replace 6" FDOT Base	111.00	SY	\$ 20.27	\$ 2,249.97
Replace 6" Subbase LBR 40	111.00	SY	\$ 6.50	\$ 721.50
Replace D Curb	170.00	LF	\$ 25.50	\$ 4,335.00
Silt Fence	900.00	LF	\$ 1.70	\$ 1,530.00
Clearing	1.00	LS	\$ 18,750.00	\$ 18,750.00
24" RCP	720.00	LF	\$ 92.00	\$ 66,240.00
Junction Box	3.00	EA	\$ 7,500.00	\$ 22,500.00
Remove Existing MES	1.00	LS	\$ 1,000.00	\$ 1,000.00
24" MES	1.00	EA	\$ 2,160.00	\$ 2,160.00
Rip Rap	1.00	LS	\$ 3,600.00	\$ 3,600.00
Finish Grading	1.00	LS	\$ 4,500.00	\$ 4,500.00
Sod-Bahia	2,047.00	SY	\$ 2.80	\$ 5,731.60
Pond (Credit)	1.00	LS	\$ (9,000.00)	\$ (9,000.00)
			Subtotal of Changes:	\$ 117,011.60
			Overhead & Profit :	Inc -

THE TOTAL CREDIT/COST FOR CHANGES NOTED ABOVE: \$ 117,011.60

TOTAL NUMBER OF DAYS AFFECTED BY THIS CHANGE: * 7 Days

Payment to be made as follows: Per Contract Documents

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date 20 Authorized Signature _____
(Owner signs here)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature _____ Date 8-23 20 23
(Contractor signs here)

Note: The above prices & specifications of this Change Order Request are satisfactory and are hereby accepted as signed. All work to be performed under the same terms and conditions

Work Authorization Request



E. T. MacKenzie of Florida, Inc.

6212 33rd Street E.
 Bradenton FL. 34203
 (941) 756-6760 Fax: (941) 756-6698

Work Authorization Request No. 3

Owner's Name VK Summerwoods		Phone 813-615-1244	Date June 22, 2023	
Address 14025 Riveredge Dr, Suite 175		Job Name Sawgrass Road	Job Number 52208	
City Tampa	State FL	Zip 33637	Address Section 24, Township 33S, Range 18E	
Existing Contract No. NA	Date of Existing Contract 30-Mar-22	City Palmetto	State FL	Zip 34221

You are hereby authorized to perform the following specifically described additional work:

	Quantity		Unit Price	Extended Price
SAWGRASS ROAD				
NORTH				
Road Base Material Increase	3,770.00	TN	\$ 2.50	\$ 9,425.00
NORTH SUBTOTAL				\$ 9,425.00
MIDDLE				
Road Base Material Increase	4,002.00	TN	\$ 2.50	\$ 10,005.00
MIDDLE SUBTOTAL				\$ 10,005.00
SOUTH				
Road Base Material Increase	2,291.00	TN	\$ 2.50	\$ 5,727.50
SOUTH SUBTOTAL				\$ 5,727.50
Subtotal of Changes:				\$ 25,157.50
Overhead & Profit:				Inc.

THE TOTAL CREDIT/COST FOR CHANGES NOTED ABOVE: \$ 25,157.50

TOTAL NUMBER OF DAYS AFFECTED BY THIS CHANGE: * 7 Days

Payment to be made as follows: Per Contract Documents

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ 20____ Authorized Signature _____
 (Owner signs here)

We hereby agree to furnish labor and material to complete in accordance with the above specifications, at above stated price.

Authorized Signature _____ Date 8-13 2023
 (Contractor signs here)

Note: The above prices & specifications of this Change Order Request are satisfactory and are hereby accepted as signed. All work to be performed under the same terms and conditions.

THIRD AMENDMENT TO CONTRACT

This Third Amendment to Contract (the "**Third Amendment**") is made, entered into, and effective this 13th day of June, 2023, by and between VK Summerwoods LLC, ("**Owner**"), and E. T. MacKenzie of Florida, Inc ("**Contractor**").

WITNESSETH

WHEREAS, Owner and Contractor entered into that certain Contract with an Effective Date of March 14, 2022, as may be amended from time-to-time (the "**Agreement**"), pursuant to which Owner agreed to have Contractor perform Work on that certain real property located in Manatee County, Florida; and

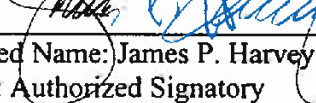
WHEREAS, Owner and Contractor wish to amend the Agreement pursuant to the terms and conditions contained herein.

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

1. The above recitals are true and correct.
2. All capitalized terms found in the Contract shall have the same meaning when used in this Third Amendment. This Third Amendment may be executed by facsimile or electronic mail signatures, which for all purposes shall be deemed to constitute originals.
3. Exhibit A of the Agreement is hereby amended to include the attached Exhibit A and together they shall constitute a single Exhibit A.

IN WITNESS WHEREOF, the Seller and Buyer have executed this Third Amendment to Contract as of the date first written above.

VK SUMMERWOODS LLC

By: 
Printed Name: James P. Harvey
Title: Authorized Signatory

E. T. MacKENZIE OF FLORIDA, INC.

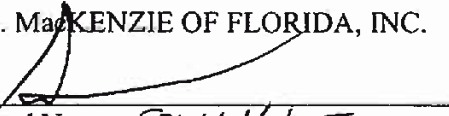
By: 
Printed Name: Scott Huber
Title: GM

EXHIBIT A

Work Authorization Request



E. T. MacKenzie of Florida, Inc.

6212 33rd Street E.
 Bradenton FL. 34203
 (941) 756-6760 Fax: (941) 756-6698

Work Authorization Request No. 3

Owner's Name VK Summerwoods			Phone 813-615-1244		Date May 31, 2023	
Address 14025 Riveredge Dr, Suite 175			Job Name Summerwoods 3B,4B		Job Number 52208	
City Tampa	State FL	Zip 33637	Address Section 24, Township 33S, Range 18E			
Existing Contract No. NA	Date of Existing Contract 30-Mar-22		City Palmetto	State FL	Zip 34221	

You are hereby authorized to perform the following specifically described additional work:

	Quantity		Unit Price	Extended Price
PHASE 3B				
EARTHWORK				
Additional Clearing for Retaining Wall	1.00	LS	\$ 29,000.00	\$ 29,000.00
Additional Finish Grading	1.00	LS	\$ 4,500.00	\$ 4,500.00
Additional Sod for Behind Retaining Wall (Slope Stabilization)	990.00	SY	\$ 2.80	\$ 2,772.00
EARTHWORK SUBTOTAL				\$ 36,272.00
Subtotal of Changes:				\$ 36,272.00
Overhead & Profit:				Inc.

THE TOTAL CREDIT/COST FOR CHANGES NOTED ABOVE: \$ 36,272.00

TOTAL NUMBER OF DAYS AFFECTED BY THIS CHANGE: * 7 Days

Payment to be made as follows: Per Contract Documents

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ 20____ Authorized Signature _____
 (Owner signs here)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature _____ Date Jun 2023
 (Contractor signs here)

Note: The above prices & specifications of this Change Order Request are satisfactory and are hereby accepted as signed. All work to be performed under the same terms and conditions.

FIFTH AMENDMENT TO CONTRACT

This Fifth Amendment to Contract (the "Third Amendment") is made, entered into, and effective this 22nd day of August, 2023, by and between VK Summerwoods LLC, ("Owner"), and E. T. MacKenzie of Florida, Inc ("Contractor").

WITNESSETH

WHEREAS, Owner and Contractor entered into that certain Contract with an Effective Date of March 14, 2022, as may be amended from time-to-time (the "Agreement"), pursuant to which Owner agreed to have Contractor perform Work on that certain real property located in Manatee County, Florida; and

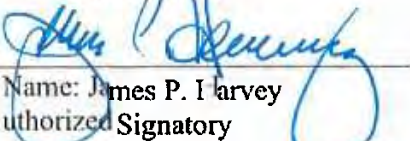
WHEREAS, Owner and Contractor wish to amend the Agreement pursuant to the terms and conditions contained herein.

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

1. The above recitals are true and correct.
2. All capitalized terms found in the Contract shall have the same meaning when used in this Third Amendment. This Third Amendment may be executed by facsimile or electronic mail signatures, which for all purposes shall be deemed to constitute originals.
3. Exhibit A of the Agreement is hereby amended to include the attached Exhibit A and together they shall constitute a single Exhibit A.

IN WITNESS WHEREOF, the Seller and Buyer have executed this Third Amendment to Contract as of the date first written above.

VK SUMMER WOODS LLC

By: 
Printed Name: James P. Larvey
Title: Authorized Signatory

E. T. MacKENZIE OF FLORIDA, INC.

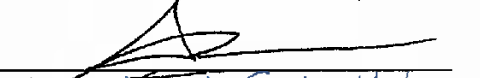
By: 
Printed Name: ~~Scott Huko~~
Title: GM

EXHIBIT A

Work Authorization Request



E. T. MacKenzie of Florida, Inc.
 6212 33rd Street E.
 Bradenton FL. 34203
 (941) 756-6760 Fax: (941) 756-6698

Work Authorization Request No. 5

Owner's Name VK Summerwoods			Phone 813-615-1244		Date August 21, 2023	
Address 14025 Riveredge Dr, Suite 175			Job Name Summerwoods 3B,4B		Job Number 52208	
City Tampa	State FL	Zip 33637	Address Section 24, Township 33S, Range 18E			
Existing Contract No. NA		Date of Existing Contract 30-Mar-22		City Palmetto		State FL
				Zip 34221		

You are hereby authorized to perform the following specifically described additional work:

	Quantity		Unit Price	Extended Price
PHASE 3B				
EARTHWORK				
Import Fill	3,006.00	TCY	\$ 18.00	\$ 54,108.00
EARTHWORK SUBTOTAL				\$ 54,108.00
SOD AND SEED				
Sod-Bahia	3,428.00	SY	\$ 2.80	\$ 9,598.40
SOD AND SEED SUBTOTAL				\$ 9,598.40
PHASE 4B				
SOD AND SEED				
Sod-Bahia	1,729.00	SY	\$ 2.80	\$ 4,841.20
SOD AND SEED SUBTOTAL				\$ 4,841.20
Subtotal of Changes:				\$ 68,547.60
Overhead & Profit:				Inc.

THE TOTAL CREDIT/COST FOR CHANGES NOTED ABOVE: \$ 68,547.60

TOTAL NUMBER OF DAYS AFFECTED BY THIS CHANGE: * 7 Days

Payment to be made as follows: Per Contract Documents

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ 20____ Authorized Signature _____
 (Owner signs here)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature _____ Date 8-25 2023
 (Contractor signs here)

Note: The above prices & specifications of this Change Order Request are satisfactory and are hereby accepted as signed. All work to be performed under the same terms and conditions.

SIXTH AMENDMENT TO CONTRACT

This Fifth Amendment to Contract (the “**Third Amendment**”) is made, entered into, and effective this 22nd day of August, 2023, by and between VK Summerwoods LLC, (“**Owner**”), and E. T. MacKenzie of Florida, Inc (“**Contractor**”).

WITNESSETH

WHEREAS, Owner and Contractor entered into that certain Contract with an Effective Date of March 14, 2022, as may be amended from time-to-time (the “**Agreement**”), pursuant to which Owner agreed to have Contractor perform Work on that certain real property located in Manatee County, Florida; and

WHEREAS, Owner and Contractor wish to amend the Agreement pursuant to the terms and conditions contained herein.

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

1. The above recitals are true and correct.
2. All capitalized terms found in the Contract shall have the same meaning when used in this Third Amendment. This Third Amendment may be executed by facsimile or electronic mail signatures, which for all purposes shall be deemed to constitute originals.
3. Exhibit A of the Agreement is hereby amended to include the attached Exhibit A and together they shall constitute a single Exhibit A.

IN WITNESS WHEREOF, the Seller and Buyer have executed this Third Amendment to Contract as of the date first written above.

VK SUMMERWOODS LLC

E. T. MacKENZIE OF FLORIDA, INC.

By: _____
Printed Name: James P. Harvey
Title: Authorized Signatory

By: _____
Printed Name: _____
Title: _____

EXHIBIT A

Work Authorization Request



E. T. MacKenzie of Florida, Inc.

6212 33rd Street E.

Bradenton FL. 34203

(941) 756-6760

Fax: (941) 756-6698

Work Authorization Request No. 6

Owner's Name VK Summerwoods			Phone 813-615-1244		Date August 31, 2023	
Address 14025 Riveredge Dr, Suite 175			Job Name Summerwoods 3B,4B		Job Number 52208	
City Tampa	State FL	Zip 33637	Address Section 24, Township 33S, Range 18E			
Existing Contract No. NA	Date of Existing Contract 30-Mar-22		City Palmetto		State FL	Zip 34221

You are hereby authorized to perform the following specifically described additional work:

	Quantity		Unit Price		Extended Price
PHASE 3B					
ROADWORK					
3/4" Type SP 9.5 Asphalt (2nd Lift)	9,710.00	SY	\$	9.55	\$ 92,730.50
ROADWORK SUBTOTAL					\$ 92,730.50
PHASE 4B					
ROADWORK					
3/4" Type SP 9.5 Asphalt (2nd Lift)	10,395.00	SY	\$	9.55	\$ 99,272.25
ROADWORK SUBTOTAL					\$ 99,272.25
Subtotal of Changes:					\$ 192,002.75
Overhead & Profit :					Inc.

THE TOTAL CREDIT/COST FOR CHANGES NOTED ABOVE: \$ 192,002.75

TOTAL NUMBER OF DAYS AFFECTED BY THIS CHANGE: * 7 Days

Payment to be made as follows: Per Contract Documents

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ 20____ Authorized Signature _____
(Owner signs here)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature _____ Date _____ 20____
(Contractor signs here)

Note: The above prices & specifications of this Change Order Request are satisfactory and are hereby accepted as signed. All work to be performed under the same terms and conditions

SEVENTH AMENDMENT TO CONTRACT

This Seventh Amendment to Contract (the "Third Amendment") is made, entered into, and effective this 5th day of October, 2023, by and between VK Summerwoods LLC, ("Owner"), and E. T. MacKenzie of Florida, Inc ("Contractor").

WITNESSETH

WHEREAS, Owner and Contractor entered into that certain Contract with an Effective Date of March 14, 2022, as may be amended from time-to-time (the "Agreement"), pursuant to which Owner agreed to have Contractor perform Work on that certain real property located in Manatee County, Florida; and

WHEREAS, Owner and Contractor wish to amend the Agreement pursuant to the terms and conditions contained herein.

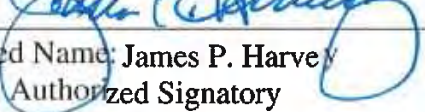
NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- 1. The above recitals are true and correct.
- 2. All capitalized terms found in the Contract shall have the same meaning when used in this Seventh Amendment. This Seventh Amendment may be executed by facsimile or electronic mail signatures, which for all purposes shall be deemed to constitute originals.
- 3. Exhibit A of the Agreement is hereby amended to include the attached Exhibit A and together they shall constitute a single Exhibit A.

IN WITNESS WHEREOF, the Seller and Buyer have executed this Third Amendment to Contract as of the date first written above.

VK SUMMERWOODS LLC

E. T. MacKENZIE OF FLORIDA, INC.

By: 
Printed Name: James P. Harvey
Title: Authorized Signatory

By: _____
Printed Name: _____
Title: _____

EXHIBIT A

Purchase Order: 1665

KOLTER

PO Name: Summerwoods 3B 4B Construction
 Contract
 Ordered: 10/20/2022
 Revised: 9/7/2023

Community: VK Summerwoods LLC

Vendor: E.T. MACKENZIE OF FLORIDA
 LLC (ETMACK)
 6212 33RD ST E
 BRADENTON, FL 34203
 (p) (941)756-6760
 (f) (941)756-6698

Notes:

Phase 3B

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	61060 Earthwork - Mobilization - Earthwork	0	\$3,040,937.00	\$3,040,937.00	\$2,436,555.75
	0.00	LS	- Mobilization - Earthwork	4	\$19,221.00	\$19,221.00	\$0.00
	0.00	LS	- Mobilization - Earthwork	6	\$63,706.40	\$63,706.40	\$0.00
	0.00	LS	- Mobilization - Earthwork	7	\$92,730.50	\$92,730.50	\$0.00
	0.00	LS	61090 Entrance Walls & Features - Perimeter Walls & Fencing	3	\$36,272.00	\$36,272.00	\$0.00

Phase 4B

	0.00	LS	61060 Earthwork - Mobilization - Earthwork	0	\$2,786,690.00	\$2,786,690.00	\$2,559,151.00
	0.00	LS	- Mobilization - Earthwork	1	(\$7,270.00)	(\$7,270.00)	\$0.00
	0.00	LS	- Mobilization - Earthwork	4	\$51,626.00	\$51,626.00	\$0.00
	0.00	LS	- Mobilization - Earthwork	5	\$349,236.65	\$349,236.65	\$0.00
	0.00	LS	- Mobilization - Earthwork	6	\$4,841.20	\$4,841.20	\$0.00
	0.00	LS	- Mobilization - Earthwork	7	\$99,272.25	\$99,272.25	\$0.00
	0.00	LS	61085 Landscape - Common Area Landscape	2	\$13,400.00	\$13,400.00	\$0.00

Payment Information

Draw

Draw Amounts

Subtotal: \$6,550,663.00
 Total Tax: \$0.00
 Purchase Order Total: \$6,550,663.00
 Invoiced To Date: \$4,995,706.75

Terms and Conditions

This Purchase Order ("P.O.") is issued in connection with the Contractor Agreement and the scope of work herein becomes a part of the agreement. This P.O. shall constitute a binding agreement between the Contractor and the Owner and shall supersede and replace any and all other P.O.s of the same number. Payment for and all work completed hereunder shall be made in accordance with the terms contained in the Contractor Agreement, and all terms and conditions of the Contractor Agreement are by reference incorporated herein.

KOLTER

Check Request

VK Summerwoods LLC

Vendor Name **E.T. Mackenzie of Florida**
Vendor Code **ETMACK**
Invoice # **1665/APP13**
Invoice Date **9/30/2023**
APPLY TO PO # **1665**
Special Handling Instructions:
Additional Information

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4249		\$ 355,851.50	\$ 35,585.15	\$ 320,266.36
Total This Draw		\$ 355,851.50	\$ 35,585.15	\$ 320,266.36

Prepared by: Tennisha Thompson

Date: 10/17/23

Approved by: Candice Bain (See attached)

PAY THIS
AMOUNT

Paid				
	Payment Amount	LandDev Retention	Total Retention	Total Payment
App #1	348,468.00	34,846.80	34,846.80	313,621.20
App #2	70,379.00	7,037.90	7,037.90	63,341.10
App #3	143,505.25	14,350.53	14,350.53	129,154.73
App #4	306,685.25	30,668.53	30,668.53	276,016.73
App #5	309,267.75	30,926.78	30,926.78	278,340.98
App #6	1,061,494.75	106,149.48	106,149.48	955,345.28
App #7	1,277,306.60	127,730.66	127,730.66	1,149,575.94
App #8	962,159.65	96,215.97	96,215.97	865,943.69
App #9	516,440.50	51,644.05	51,644.05	464,796.45
App #10	310,736.10	31,073.61	31,073.61	279,662.48
App #11	446,870.25	44,687.03	44,687.03	402,183.23
App #12	36,092.15	3,609.22	3,609.22	32,482.94
App #13	355,851.50	35,585.15	35,585.15	320,266.36
App #14			-	-
App #15			-	-
	6,145,256.75	614,525.68	614,525.68	5,530,731.08

APPLICATION AND CERTIFICATION FOR PAYMENT

OWNER:	VK Summerwoods 14025 Riveredge Drive - Suite 175 Tampa, FL 33637	PROJECT:	Summerwoods 3B & 4B	APPLICATION NO.:	13
				Period From:	1-Sep-2023
				Period To:	30-Sep-2023
CONTRACTOR:	E. J. MacKenzie Company of Florida, Inc 6212 33rd Street East Bradenton, FL 34203	ENGINEER:	Morris Engineering and Consulting LLC 6997 Professional Parkway East, Suite B Sarasota, FL 34240	Project File No.:	52208
N.E.P. DATE:	Jul-22	COMPLETION DATE:	Jun-23	PO Number:	1665

CHANGE ORDER SUMMARY

Total changes approved in previous months by Owner		ADDITIONS	DEDUCTIONS
No.	Date Approved		
1	11-30-2022		(208.00)
2	3-8-2023	\$ 349,236.65	
3	7-7-2023	\$ 36,272.00	
4	9-26-2023	\$ 70,847.00	
5	9-29-2023	\$ 68,547.60	
6	9-30-2023	\$ 192,002.75	
NET CHANGES by Change Order		\$ 716,906.00	\$ (208.00)

CONTRACTOR'S APPLICATION FOR PAYMENT


Application is made for Payment as shown below, in connection with the Contract schedule of values

1. ORIGINAL CONTRACT SUM.....	\$5,827,627.00
2. NET changes by Change by Orders.....	\$ 716,698.00
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$ 6,544,325.00
4. TOTAL COMPLETED TO DATE.....	\$6,145,256.75
5. Less RETAINAGE at 10% of Completed Work.....	\$ 614,525.68
6. 0% of STORED MATERIALS.....	\$ -
7. TOTAL EARNED Less RETAINAGE..... (Line 4 less line 5)	\$5,530,731.08
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... (Line 6 from prior Certificate)	\$ 5,210,464.72
9. CURRENT PAYMENT DUE This Request..... (Line 7 less line 8)	\$ 320,266.36
10. BALANCE TO FINISH, PLUS RETAINAGE..... (Line 3 less Line 6)	\$ 1,013,593.93

CERTIFICATION OF CONTRACTOR

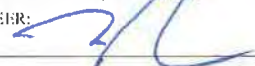
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR: E. J. MacKenzie of Florida, Inc
 By:  Date: 10-11-23
 Cadet Huber, Project Manager

State of: FLORIDA County of: MANATEE
 Notary Public:  Date: 10-11-23

ENGINEER'S (FOR) RECOMMENDATION

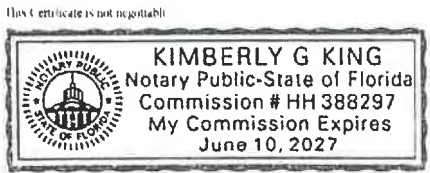
In accordance with the Contract Documents, based on on-site observations and data comprising this application, the quality of this Work in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ENGINEER:
 By:  Date: 10/11/23
 Title and Company: PRESIDENT - MORRIS ENGINEERING AND CONSULTING LLC

OWNER'S CERTIFICATION FOR PAYMENT

In accordance with the above contract, the undersigned recommends payment to the Contractor in the Amount as shown above
 \$ _____
 AMOUNT CERTIFIED

OWNER:
 By: _____ Date: _____
 Title: _____



E.T.MACKENZIE COMPANY OF FLORIDA, INC.
 6212 33RD STREET EAST
 BRADENTON, FL 34203

Summerwoods 3B & 4B

PO Number: 13
 Invoice No. September 30, 2023

ITEM NO.	DESCRIPTION	CONTRACT CITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	COMPLETE LAST PERIOD QUANTITY	COMPLETE LAST PERIOD VALUE	COMPLETE THIS PERIOD QUANTITY	COMPLETE THIS PERIOD VALUE	COMPLETE TO DATE QUANTITY	COMPLETE TO DATE VALUE	PERCENT COMPLETE
GENERAL CONDITIONS												
1	Mobilization	1.00	LS	\$80,185.00	\$80,185.00	0.90	72,148.50			0.90	\$72,148.50	90.00%
2	Construction Entrance	1.00	EA	\$4,185.00	\$4,185.00	0.90	3,786.50			0.90	\$3,786.50	90.00%
	GENERAL CONDITIONS SUBTOTAL				\$84,370.00		\$75,935.00				\$75,935.00	90.00%
EARTHWORK												
1	Import Fill	46,664.00	TCY	\$18.00	\$839,952.00	46,664.00	839,952.00			46,664.00	\$839,952.00	100.00%
2	Finish Grading	1.00	LS	\$63,620.00	\$63,620.00	0.10	6,362.00	0.70	\$58,534.00	0.80	\$66,886.00	90.00%
	EARTHWORK SUBTOTAL				\$923,572.00		\$846,314.00				\$905,440.00	98.19%
ROADWAY												
1	1" Type SP-9.5 Asphalt	9,625.00	SY	\$8.40	\$80,850.00	9,625.00	\$80,850.00			9,625.00	\$80,850.00	100.00%
2	3/4" Type SP-9.5 Asphalt	9,625.00	SY	\$7.00	\$67,375.00	9,625.00	\$67,375.00			9,625.00	\$67,375.00	100.00%
3	6" FOOT Base	9,625.00	SY	\$16.00	\$154,000.00	9,625.00	\$154,000.00			9,625.00	\$154,000.00	100.00%
4	6" Stabilized Subgrade LBR 40	11,550.00	SY	\$6.50	\$75,075.00	11,550.00	\$75,075.00			11,550.00	\$75,075.00	100.00%
5	Type "A" Miami Curb w/ Stabilization	6,730.00	LF	\$12.50	\$84,125.00	6,730.00	\$84,125.00			6,730.00	\$84,125.00	100.00%
6	5" Concrete Sidewalk- Common Area	450.00	SF	\$4.50	\$2,025.00	450.00	\$2,025.00			450.00	\$2,025.00	100.00%
7	Handicap Ramps	4.00	EA	\$3,400.00	\$13,600.00	4.00	\$13,600.00			4.00	\$13,600.00	100.00%
8	Temp. Striping	1.00	LS	\$990.00	\$990.00							
9	Permanent Striping and Signage	1.00	LS	\$6,800.00	\$6,800.00							
10	Valley Gutter Crossing	1.00	EA	\$6,500.00	\$6,500.00	1.00	\$6,500.00			1.00	\$6,500.00	100.00%
	ROADWAY SUBTOTAL				\$481,140.00		\$473,350.00				\$473,350.00	98.38%
STORM DRAINAGE												
1	Curb Inlet - 4' Throat	10.00	EA	\$7,365.00	\$73,650.00	10.00	\$73,650.00			10.00	\$73,650.00	100.00%
2	Junction Box	1.00	EA	\$7,142.00	\$7,142.00	0.80	\$5,713.60	0.20	\$1,428.40	1.00	\$7,142.00	100.00%
3	DB-C	2.00	EA	\$2,925.00	\$5,850.00	0.80	\$2,340.00	1.20	\$3,510.00	2.00	\$5,850.00	100.00%
4	CS-D	1.00	EA	\$7,370.00	\$7,370.00	0.80	\$5,896.00	0.20	\$1,474.00	1.00	\$7,370.00	100.00%
5	Connect Storm to Existing Pond	7.00	EA	\$12,615.00	\$88,305.00	7.00	\$88,305.00			7.00	\$88,305.00	100.00%
6	RCP-18"	666.00	LF	\$48,618.00	\$32,388.00	666.00	\$32,388.00			666.00	\$32,388.00	100.00%
7	RCP-24"	148.00	LF	\$92.00	\$13,616.00	148.00	\$13,616.00			148.00	\$13,616.00	100.00%
8	RCP-30"	561.00	LF	\$143.00	\$80,223.00	561.00	\$80,223.00			561.00	\$80,223.00	100.00%
9	RCP-36"	145.00	LF	\$198.00	\$28,710.00	145.00	\$28,710.00			145.00	\$28,710.00	100.00%
10	Storm Drainage Testing	1.00	LS	\$2,735.00	\$2,735.00							
	STORM DRAINAGE SUBTOTAL				\$356,311.00		\$347,163.60				\$353,576.00	99.23%
SOD AND SEED												
1	Baltia Sod - ROW	1,500.00	SY	\$2.80	\$4,200.00			1,500.00	\$4,200.00	1,500.00	\$4,200.00	100.00%
2	Seed and Mulch	85,000.00	SY	\$0.30	\$25,500.00							
	SOD AND SEED SUBTOTAL				\$28,700.00		\$4,200.00				\$4,200.00	14.14%
BMP												
1	Silt Fence	12,800.00	LF	\$1.70	\$21,760.00	11,760.00	\$19,992.00	100.00	\$170.00	11,860.00	\$20,162.00	92.66%
2	NPDES Compliance	1.00	LS	\$6,040.00	\$6,040.00	0.80	\$3,824.00	0.10	\$604.00	0.70	\$4,228.00	70.00%
	BMP SUBTOTAL				\$27,800.00		\$23,816.00				\$24,390.00	87.73%
POTABLE WATER												

E.T.MACKENZIE COMPANY OF FLORIDA, INC.
 6312 33RD STREET EAST
 BRADENTON, FL 34803

Summerwoods 3B & 4B

PO Number: 13
 Invoice No. September 30, 2023

ITEM NO.	DESCRIPTION	CONTRACT QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	COMPLETE LAST PERIOD QUANTITY	COMPLETE LAST PERIOD VALUE	COMPLETE THIS PERIOD QUANTITY	COMPLETE THIS PERIOD VALUE	COMPLETE TO DATE QUANTITY	COMPLETE TO DATE VALUE	PERCENT COMPLETE
1	Temporary Jumper Assembly	1.00	EA	\$8,410.00	\$8,410.00	0.80	\$6,728.00			0.80	\$6,728.00	80.00%
2	Connect to Existing Water Main	2.00	EA	\$2,245.00	\$4,490.00							
3	Fire Hydrant Assembly	4.00	EA	\$7,335.00	\$29,340.00	1.80	\$11,738.00	2.40	\$17,604.00	4.00	\$29,340.00	100.00%
4	8" DIP Water Main	117.00	LF	\$52.00	\$6,084.00	117.00	\$6,084.00			117.00	\$6,084.00	100.00%
5	8" PVC Water Main	1,730.00	LF	\$53.00	\$91,690.00	1,730.00	\$91,690.00			1,730.00	\$91,690.00	100.00%
6	8" PVC Water Main	1,517.00	LF	\$34.00	\$51,578.00	1,517.00	\$51,578.00			1,517.00	\$51,578.00	100.00%
7	4" HDPE Water Main	160.00	LF	\$52.00	\$8,320.00	160.00	\$8,320.00			160.00	\$8,320.00	100.00%
8	2" HDPE Water Main	117.00	LF	\$15.00	\$1,755.00	117.00	\$1,755.00			117.00	\$1,755.00	100.00%
9	8" Gate Valve Assembly	5.00	EA	\$2,195.00	\$10,975.00	5.00	\$10,975.00			5.00	\$10,975.00	100.00%
10	8" Gate Valve Assembly	2.00	EA	\$1,680.00	\$3,360.00	2.00	\$3,360.00			2.00	\$3,360.00	100.00%
11	4" Gate Valve Assembly	1.00	EA	\$1,445.00	\$1,445.00	1.00	\$1,445.00			1.00	\$1,445.00	100.00%
12	2" Gate Valve Assembly	1.00	EA	\$1,385.00	\$1,385.00	1.00	\$1,385.00			1.00	\$1,385.00	100.00%
13	Blow Off - 2"	2.00	EA	\$2,220.00	\$4,440.00	2.00	\$4,440.00			2.00	\$4,440.00	100.00%
14	Auto Flusher	1.00	EA	\$7,645.00	\$7,645.00							
15	Double Water Service	48.00	EA	\$1,825.00	\$87,600.00	48.00	\$87,600.00			48.00	\$87,600.00	100.00%
16	Single Water Service	21.00	EA	\$1,130.00	\$23,730.00	21.00	\$23,730.00			21.00	\$23,730.00	100.00%
17	Chlorination and Pressure Testing	1.00	LS	\$14,965.00	\$14,965.00			1.00	\$14,965.00	1.00	\$14,965.00	100.00%
	POTABLE WATER SUBTOTAL				\$357,212.00				\$32,589.00		\$343,395.00	86.13%
	SANITARY SEWER											
1	Connect to Existing Manhole	2.00	EA	\$12,365.00	\$24,730.00	2.00	\$24,730.00			2.00	\$24,730.00	100.00%
2	8" PVC (6'-6")	1,031.00	LF	\$43.00	\$44,333.00	1,031.00	\$44,333.00			1,031.00	\$44,333.00	100.00%
3	8" PVC (6'-5")	956.00	LF	\$63.00	\$60,228.00	956.00	\$60,228.00			956.00	\$60,228.00	100.00%
4	8" PVC (8'-10")	527.00	LF	\$87.00	\$45,849.00	527.00	\$45,849.00			527.00	\$45,849.00	100.00%
5	8" PVC (10'-12")	510.00	LF	\$108.00	\$55,080.00	510.00	\$55,080.00			510.00	\$55,080.00	100.00%
6	8" PVC (12'-14")	120.00	LF	\$113.00	\$13,560.00	120.00	\$13,560.00			120.00	\$13,560.00	100.00%
7	Manhole (0'-6")	6.00	EA	\$4,940.00	\$29,640.00	6.00	\$29,640.00			6.00	\$29,640.00	100.00%
8	Manhole (6'-8")	3.00	EA	\$5,040.00	\$15,120.00	3.00	\$15,120.00			3.00	\$15,120.00	100.00%
9	Manhole (8'-10")	1.00	EA	\$6,145.00	\$6,145.00	1.00	\$6,145.00			1.00	\$6,145.00	100.00%
10	Manhole (10'-12")	2.00	EA	\$6,695.00	\$13,390.00	2.00	\$13,390.00			2.00	\$13,390.00	100.00%
11	Double Sewer Services	56.00	EA	\$2,870.00	\$160,720.00	45.00	\$129,150.00	11.00	\$31,570.00	56.00	\$160,720.00	100.00%
12	Single Sewer Services	8.00	EA	\$1,625.00	\$13,000.00	6.40	\$10,400.00	1.60	\$2,600.00	8.00	\$13,000.00	100.00%
13	Testing	1.00	LS	\$12,200.00	\$12,200.00							
	SANITARY SEWER SUBTOTAL				\$463,995.00		\$447,825.00		\$34,170.00		\$481,795.00	97.53%
	RECLAIMED WATER											
1	Connect to Existing Reclaimed Main	2.00	EA	\$2,175.00	\$4,350.00							
2	6" PVC Reclaimed Main	3,185.00	LF	\$37.00	\$118,215.00	3,185.00	\$118,215.00			3,185.00	\$118,215.00	100.00%
3	2" HDPE Reclaimed Main	172.00	LF	\$14.00	\$2,408.00	172.00	\$2,408.00			172.00	\$2,408.00	100.00%
4	6" Gate Valve Assembly	7.00	EA	\$1,680.00	\$11,760.00	7.00	\$11,760.00			7.00	\$11,760.00	100.00%
5	2" Gate Valve Assembly	1.00	EA	\$1,385.00	\$1,385.00	1.00	\$1,385.00			1.00	\$1,385.00	100.00%
6	Single Reclaimed Service	8.00	EA	\$1,100.00	\$8,800.00	8.00	\$8,800.00			8.00	\$8,800.00	100.00%
7	Double Reclaimed Service	58.00	EA	\$1,820.00	\$101,920.00	56.00	\$101,920.00	2.00	\$3,600.00	58.00	\$101,920.00	100.00%
8	Temporary Blowoff Assembly	2.00	EA	\$4,380.00	\$8,760.00	0.80	\$1,752.00	1.20	\$2,628.00	2.00	\$4,380.00	100.00%
9	Pressure Testing	1.00	LF	\$13,275.00	\$13,275.00			1.00	\$13,275.00	1.00	\$13,275.00	100.00%
10	Auto Flusher	2.00	EA	\$7,645.00	\$15,290.00							
11	6" DIP Water Main	118.00	LF	\$43.00	\$5,074.00	118.00	\$5,074.00			118.00	\$5,074.00	100.00%
	RECLAIMED WATER SUBTOTAL				\$289,857.00				\$15,903.00		\$287,217.00	93.18%

E.T.MACKENZIE COMPANY OF FLORIDA, INC.
 6212 33RD STREET EAST
 BRADENTON, FL 34203

Summerwoods 3B & 4B

PO Number: 13
 Invoice No. September 30, 2023

ITEM NO.	DESCRIPTION	CONTRACT QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	COMPLETE LAST PERIOD QUANTITY	COMPLETE LAST PERIOD VALUE	COMPLETE THIS PERIOD QUANTITY	COMPLETE THIS PERIOD VALUE	COMPLETE TO DATE QUANTITY	COMPLETE TO DATE VALUE	PERCENT COMPLETE
	OVERALL SUBTOTAL PHASE 3B				\$3,040,937.00		\$2,778,123.60		\$152,862.40		\$2,930,986.00	
	EXCAVATION											
1	Import (Credit)	3,366.00	TCY	(\$18.00)	(\$60,588.00)	3,366.00	(\$60,588.00)			3,366.00	(\$60,588.00)	100.00%
2	Dirt Removed From Lots at 2B-2 and Placed at 4B	1.00	LS	\$28,730.00	\$28,730.00	1.00	\$28,730.00			1.00	\$28,730.00	100.00%
3	Removal of Unsuitable Material by Others in 3B	1.00	LS	\$31,650.00	\$31,650.00	1.00	\$31,650.00			1.00	\$31,650.00	100.00%
	EXCAVATION SUBTOTAL				(\$208.00)		(\$208.00)				(\$208.00)	100.00%
	CHANGE ORDER #1 SUBTOTAL				(\$208.00)		(\$208.00)				(\$208.00)	100.00%
	CHANGE ORDER #2											
	DRAINAGE											
1	CS-H	2.00	EA	\$ 9,750.00	\$19,500.00	1.40	\$13,650.00	0.60	\$5,850.00	2.00	\$19,500.00	100.00%
2	RCP 18"	32.00	LF	\$ 85.00	\$2,720.00	32.00	\$2,720.00			32.00	\$2,720.00	100.00%
3	RCP 24"	32.00	LF	\$ 87.00	\$2,784.00	32.00	\$2,784.00			32.00	\$2,784.00	100.00%
4	RCP 30"	32.00	LF	\$ 143.00	\$4,576.00	32.00	\$4,576.00			32.00	\$4,576.00	100.00%
5	RCP 48"	367.00	LF	\$ 280.00	\$102,760.00	367.00	\$102,760.00			367.00	\$102,760.00	100.00%
6	48" RCP MES	1.00	EA	\$ 12,045.00	\$12,045.00	1.00	\$12,045.00			1.00	\$12,045.00	100.00%
7	Pipe Support 24"	2.00	EA	\$ 2,632.00	\$5,264.00	2.00	\$5,264.00			2.00	\$5,264.00	100.00%
8	Pipe Support 30"	1.00	EA	\$ 3,315.00	\$3,315.00	1.00	\$3,315.00			1.00	\$3,315.00	100.00%
9	Connect Storm to Existing Pond (CREDIT)	3.00	EA	(\$12,615.00)	(\$37,845.00)	3.00	(\$37,845.00)			3.00	(\$37,845.00)	100.00%
10	Connect Storm to Existing Pond	1.00	EA	\$ 14,950.00	\$14,950.00	1.00	\$14,950.00			1.00	\$14,950.00	100.00%
11	Storm Drainage Testing	1.00	LS	\$ 830.00	\$830.00							
12	Dewatering Existing Ponds	1.00	LS	\$ 30,700.00	\$30,700.00	1.00	\$30,700.00			1.00	\$30,700.00	100.00%
	DRAINAGE SUBTOTAL				\$181,869.00		\$154,919.00		\$5,850.00		\$160,769.00	99.49%
	PAVING											
1	1" Type SP-9.5 Asphalt (1st Lift)	9,625.00	SY	\$ 2.30	\$22,137.50	9,625.00	\$22,137.50			9,625.00	\$22,137.50	100.00%
2	3/4" Type SP-9.5 Asphalt (2nd Lift) (CREDIT)	9,625.00	SY	(\$7.00)	(\$67,375.00)	9,625.00	(\$67,375.00)			9,625.00	(\$67,375.00)	100.00%
3	Type "A" Miami Curb w/ Stabilization	6,730.00	LF	\$ 7.50	\$50,475.00	6,730.00	\$50,475.00			6,730.00	\$50,475.00	100.00%
4	5' Concrete Sidewalk	450.00	SF	\$ 1.59	\$715.50	450.00	\$715.50			450.00	\$715.50	100.00%
5	Handicap Ramps	4.00	EA	\$ 600.00	\$2,400.00	4.00	\$2,400.00			4.00	\$2,400.00	100.00%
6	Valley Gutter Crossing	1.00	EA	\$ 1,250.00	\$1,250.00	1.00	\$1,250.00			1.00	\$1,250.00	100.00%
7	Trucking Base Material	4,749.00	TN	\$ 1.15	\$5,461.35	4,749.00	\$5,461.35			4,749.00	\$5,461.35	100.00%
8	Curb Inlet Tie-in	10.00	EA	\$ 115.00	\$1,150.00	10.00	\$1,150.00			10.00	\$1,150.00	100.00%
	PAVING SUBTOTAL				\$14,414.35		\$14,414.35				\$14,414.35	100.00%
	CHANGE ORDER #2 SUBTOTAL				\$176,013.35		\$169,333.35		\$5,850.00		\$175,183.35	98.53%
	CHANGE ORDER #3											
1	Additional Clearing for Retaining Wall	1.00	LS	\$ 28,000.00	\$28,000.00	1.00	\$28,000.00			1.00	\$28,000.00	100.00%
2	Additional Finish Grading	1.00	LS	\$ 4,500.00	\$4,500.00	1.00	\$4,500.00			1.00	\$4,500.00	100.00%
3	Additional Sod for Behind Retaining Wall (Slope Stabilization)	990.00	SY	\$ 2.80	\$2,772.00	990.00	\$2,772.00			990.00	\$2,772.00	100.00%
	CHANGE ORDER #3 SUBTOTAL				\$36,272.00		\$36,272.00				\$36,272.00	100.00%

E.T.MACKENZIE COMPANY OF FLORIDA, INC.
 8212 33RD STREET EAST
 BRADENTON, FL 34203

Summerwoods 3B & 4B

PO Number: 13
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ITEM NO.	DESCRIPTION	CONTRACT QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	COMPLETE LAST PERIOD QUANTITY	COMPLETE LAST PERIOD VALUE	COMPLETE THIS PERIOD QUANTITY	COMPLETE THIS PERIOD VALUE	COMPLETE TO DATE QUANTITY	COMPLETE TO DATE VALUE	PERCENT COMPLETE
CHANGE ORDER #4												
1	Remove and Replace 30" RCP	1.00	EA	\$ 10,771.00	\$10,771.00			1.00	\$10,771.00	1.00	\$10,771.00	100.00%
2	30" Collar	1.00	EA	\$ 4,100.00	\$4,100.00			1.00	\$4,100.00	1.00	\$4,100.00	100.00%
3	48" Collar	1.00	EA	\$ 4,350.00	\$4,350.00			1.00	\$4,350.00	1.00	\$4,350.00	100.00%
	CHANGE ORDER #4 SUBTOTAL				\$19,221.00				\$19,221.00		\$19,221.00	100.00%
CHANGE ORDER #5												
1	Import Fill	3,006.00	TCY	\$ 18.00	\$54,108.00			3,006.00	\$54,108.00	3,006.00	\$54,108.00	100.00%
2	Sod-Bentha	3,428.00	SY	\$ 2.80	\$9,598.40			3,428.00	\$9,598.40	3,428.00	\$9,598.40	100.00%
	CHANGE ORDER #5 SUBTOTAL				\$63,706.40				\$63,706.40		\$63,706.40	
CHANGE ORDER #6												
1	3/4" Type SP-9.5 Asphalt (2nd Lft)	9,710.00	SY	\$ 9.55	\$92,730.50							
	CHANGE ORDER #6 SUBTOTAL				\$92,730.50							
	OVERALL CHANGE ORDER SUBTOTAL				\$387,735.25		\$205,397.35		\$59,777.40		\$284,174.75	75.87%
PROJECT TOTALS:					\$3,428,672.25		\$2,983,520.95		\$241,339.80		\$3,224,860.75	94.06%

E.T.MACKENZIE COMPANY OF FLORIDA, INC.
 6212 33RD STREET EAST
 BRADENTON, FL 34203

Summerwoods 3B & 4B

PO Number: 13
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ITEM NO.	DESCRIPTION	CONTRACT QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	COMPLETE LAST PERIOD		COMPLETE THIS PERIOD		COMPLETE TO DATE		PERCENT COMPLETE
						QUANTITY	VALUE	QUANTITY	VALUE	QUANTITY	VALUE	
GENERAL CONDITIONS												
1	Construction Entrance	1.00	EA	\$4,185.00	\$4,185.00	0.80	3,766.50	0.80	3,766.50	0.80	\$3,766.50	90.00%
	GENERAL CONDITIONS SUBTOTAL				\$4,185.00		\$3,766.50		\$3,766.50		\$3,766.50	90.00%
EARTHWORK												
1	Import Fill	18,234.00	TCY	\$18.00	\$328,212.00	16,234.00	326,212.00	18,234.00	\$328,212.00	18,234.00	\$328,212.00	100.00%
2	Finish Grading	1.00	LS	\$83,860.00	\$83,860.00	0.90	75,474.00	1.00	\$83,860.00	1.00	\$83,860.00	100.00%
	EARTHWORK SUBTOTAL				\$412,072.00		\$403,686.00		\$412,072.00		\$412,072.00	100.00%
ROADWAY												
1	1" Type SP-9.5 Asphalt	10,810.00	SY	\$8.40	\$90,804.00	10,810.00	\$90,804.00	10,810.00	\$90,804.00	10,810.00	\$90,804.00	100.00%
2	3/4" Type SP-9.5 Asphalt	10,810.00	SY	\$7.00	\$75,670.00	10,810.00	\$75,670.00	10,810.00	\$75,670.00	10,810.00	\$75,670.00	100.00%
3	6" FDOT Base	10,810.00	SY	\$16.00	\$172,960.00	10,810.00	\$172,960.00	10,810.00	\$172,960.00	10,810.00	\$172,960.00	100.00%
4	6" Stabilized Subgrade LBR 40	12,872.00	SY	\$6.50	\$84,318.00	12,872.00	\$84,318.00	12,872.00	\$84,318.00	12,872.00	\$84,318.00	100.00%
5	Type "A" Miami Curb W/ Stabilization	7,275.00	LF	\$12.50	\$90,937.50	7,275.00	\$90,937.50	7,275.00	\$90,937.50	7,275.00	\$90,937.50	100.00%
6	Type "D" Curb W/ Stabilization	100.00	LF	\$18.00	\$1,800.00	100.00	\$1,800.00	100.00	\$1,800.00	100.00	\$1,800.00	100.00%
7	5' Concrete Sidewalk - Common Area	6,535.00	SF	\$4.50	\$29,407.50	6,535.00	\$29,407.50	6,535.00	\$29,407.50	6,535.00	\$29,407.50	100.00%
8	Handicap Ramps	5.00	EA	\$4,250.00	\$21,250.00	5.00	\$21,250.00	5.00	\$21,250.00	5.00	\$21,250.00	100.00%
9	Temp. Striping	1.00	LS	\$990.00	\$990.00							
10	Permanent Striping and Signage	1.00	LS	\$7,590.00	\$7,590.00							
	ROADWAY SUBTOTAL				\$558,727.00		\$558,147.00		\$558,147.00		\$558,147.00	98.46%
STORM DRAINAGE												
1	Curb Inlet - 4' Throat	14.00	EA	\$7,320.00	\$102,480.00	14.00	\$102,480.00	14.00	\$102,480.00	14.00	\$102,480.00	100.00%
2	DB-C	1.00	EA	\$2,925.00	\$2,925.00	0.90	\$2,632.50	1.00	\$2,925.00	1.00	\$2,925.00	100.00%
3	DB-D	4.00	EA	\$4,415.00	\$17,660.00	3.60	\$15,894.00	4.00	\$17,660.00	4.00	\$17,660.00	100.00%
4	CS-D	5.00	EA	\$7,450.00	\$37,250.00	4.30	\$32,035.00	5.00	\$37,250.00	5.00	\$37,250.00	100.00%
5	Connect Storm to Existing Pond	9.00	EA	\$11,940.00	\$107,460.00	9.00	\$107,460.00	9.00	\$107,460.00	9.00	\$107,460.00	100.00%
6	RCP-18"	31.00	LF	\$64.00	\$1,984.00	31.00	\$1,984.00	31.00	\$1,984.00	31.00	\$1,984.00	100.00%
7	RCP-24"	319.00	LF	\$102.00	\$32,538.00	319.00	\$32,538.00	319.00	\$32,538.00	319.00	\$32,538.00	100.00%
8	RCP-30"	772.00	LF	\$134.00	\$103,448.00	772.00	\$103,448.00	772.00	\$103,448.00	772.00	\$103,448.00	100.00%
9	RCP-36"	709.00	LF	\$175.00	\$124,075.00	709.00	\$124,075.00	709.00	\$124,075.00	709.00	\$124,075.00	100.00%
10	Storm Drainage Testing	1.00	LS	\$3,265.00	\$3,265.00							
	STORM DRAINAGE SUBTOTAL				\$533,085.00		\$522,546.50		\$522,546.50		\$522,546.50	99.39%
SOD AND SEED												
1	Betula Sod - RW	1,620.00	SY	\$2.80	\$4,536.00	1,620.00	\$4,536.00	1,620.00	\$4,536.00	1,620.00	\$4,536.00	100.00%
2	Seed and Mulch	82,000.00	SY	\$0.30	\$24,600.00							
	SOD AND SEED SUBTOTAL				\$29,136.00		\$4,536.00		\$4,536.00		\$4,536.00	15.57%
BMP												
1	Silt Fence	15,700.00	LF	\$1.70	\$26,690.00	12,640.00	\$21,488.00	100.00	\$170.00	12,740.00	\$21,658.00	81.15%
2	NPDES Compliance	1.00	LS	\$6,985.00	\$6,985.00	0.50	\$3,492.50	0.10	\$688.50	0.60	\$4,191.00	60.00%
	BMP SUBTOTAL				\$33,675.00		\$24,980.50		\$888.50		\$25,869.00	76.76%
POTABLE WATER												
1	Temporary Jumper Assembly	2.00	EA	\$8,410.00	\$16,820.00	1.80	\$15,138.00	1.80	\$15,138.00	1.80	\$15,138.00	90.00%

E.T.MACKENZIE COMPANY OF FLORIDA, INC.
 6212 33RD STREET EAST
 BRADENTON, FL 34203

Summerwoods 3B & 4B

PO Number: 13
 Invoice No. September 30, 2023

ITEM NO.	DESCRIPTION	CONTRACT QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	COMPLETE LAST PERIOD QUANTITY	COMPLETE LAST PERIOD VALUE	COMPLETE THIS PERIOD QUANTITY	COMPLETE THIS PERIOD VALUE	COMPLETE TO DATE QUANTITY	COMPLETE TO DATE VALUE	PERCENT COMPLETE
2	Connect to Existing Water Main	3.00	EA	\$2,270.00	\$6,810.00	1.50	\$3,405.00			1.50	\$3,405.00	50.00%
3	Fire Hydrant Assembly	6.00	EA	\$7,335.00	\$44,010.00	6.00	\$44,010.00			6.00	\$44,010.00	100.00%
5	8" PVC Water Main	2,433.00	LF	\$53.00	\$128,949.00	2,433.00	\$128,949.00			2,433.00	\$128,949.00	100.00%
6	6" PVC Water Main	887.00	LF	\$39.00	\$34,593.00	887.00	\$34,593.00			887.00	\$34,593.00	100.00%
8	2" HDPE Water Main	397.00	LF	\$14.00	\$5,558.00	397.00	\$5,558.00			397.00	\$5,558.00	100.00%
9	8" Gate Valve Assembly	5.00	EA	\$2,195.00	\$10,975.00	5.00	\$10,975.00			5.00	\$10,975.00	100.00%
10	8" Gate Valve Assembly	2.00	EA	\$1,660.00	\$3,360.00	2.00	\$3,360.00			2.00	\$3,360.00	100.00%
12	2" Gate Valve Assembly	4.00	EA	\$1,365.00	\$5,460.00	4.00	\$5,460.00			4.00	\$5,460.00	100.00%
13	Blow Off - 2"	3.00	EA	\$2,235.00	\$6,705.00	3.00	\$6,705.00			3.00	\$6,705.00	100.00%
14	Auto Flusher	2.00	EA	\$7,845.00	\$15,290.00							
15	Double Water Service	33.00	EA	\$1,860.00	\$61,380.00	33.00	\$61,380.00			33.00	\$61,380.00	100.00%
16	Single Water Service	30.00	EA	\$1,075.00	\$32,250.00	30.00	\$32,250.00			30.00	\$32,250.00	100.00%
17	Chlorination and Pressure Testing	1.00	LS	\$14,910.00	\$14,910.00	0.70	\$10,437.00	0.30	\$4,473.00	1.00	\$14,910.00	100.00%
18	8" DIP Water Main	99.00	LF	\$52.00	\$5,148.00	99.00	\$5,148.00			99.00	\$5,148.00	100.00%
	POTABLE WATER SUBTOTAL				\$392,298.00				\$4,473.00		\$371,821.00	94.81%
	SANITARY SEWER											
1	Connect to Existing Manhole	2.00	EA	\$12,365.00	\$24,730.00	2.00	\$24,730.00			2.00	\$24,730.00	100.00%
2	8" PVC (8'-8')	755.00	LF	\$43.00	\$32,465.00	755.00	\$32,465.00			755.00	\$32,465.00	100.00%
3	8" PVC (6'-8')	800.00	LF	\$63.00	\$50,400.00	800.00	\$50,400.00			800.00	\$50,400.00	100.00%
4	8" PVC (8'-10')	860.00	LF	\$87.00	\$74,820.00	860.00	\$74,820.00			860.00	\$74,820.00	100.00%
5	8" PVC (10'-12')	762.00	LF	\$108.00	\$82,296.00	762.00	\$82,296.00			762.00	\$82,296.00	100.00%
6	8" PVC (12'-14')	204.00	LF	\$113.00	\$23,052.00	204.00	\$23,052.00			204.00	\$23,052.00	100.00%
7	Manhole (0'-6')	5.00	EA	\$4,670.00	\$23,350.00	5.00	\$23,350.00			5.00	\$23,350.00	100.00%
8	Manhole (6'-8')	5.00	EA	\$5,040.00	\$25,200.00	5.00	\$25,200.00			5.00	\$25,200.00	100.00%
9	Manhole (8'-10')	2.00	EA	\$6,145.00	\$12,290.00	2.00	\$12,290.00			2.00	\$12,290.00	100.00%
10	Manhole (10'-12') Polymer	1.00	EA	\$27,445.00	\$27,445.00	1.00	\$27,445.00			1.00	\$27,445.00	100.00%
11	Manhole (12'-14')	1.00	EA	\$7,475.00	\$7,475.00	1.00	\$7,475.00			1.00	\$7,475.00	100.00%
12	Double Sewer Services	42.00	EA	\$2,870.00	\$120,540.00	34.00	\$97,580.00	8.00	\$22,960.00	42.00	\$120,540.00	100.00%
13	Single Sewer Services	12.00	EA	\$1,625.00	\$19,500.00	7.00	\$11,375.00	5.00	\$8,125.00	12.00	\$19,500.00	100.00%
14	Testing	1.00	LS	\$13,120.00	\$13,120.00	1.00	\$13,120.00			1.00	\$13,120.00	100.00%
	SANITARY SEWER SUBTOTAL				\$536,683.00				\$31,065.00		\$536,683.00	100.00%
	RECLAIMED WATER											
1	Connect to Existing Reclaimed Main	3.00	EA	\$2,175.00	\$6,525.00							
2	8" PVC Reclaimed Main	3,195.00	LF	\$37.00	\$118,215.00	3,195.00	\$118,215.00			3,195.00	\$118,215.00	100.00%
3	2" HDPE Reclaimed Main	482.00	LF	\$14.00	\$6,748.00	482.00	\$6,748.00			482.00	\$6,748.00	100.00%
4	8" Gate Valve Assembly	7.00	EA	\$1,660.00	\$11,620.00	7.00	\$11,620.00			7.00	\$11,620.00	100.00%
5	2" Gate Valve Assembly	2.00	EA	\$1,385.00	\$2,770.00	2.00	\$2,770.00			2.00	\$2,770.00	100.00%
6	Single Reclaimed Service	14.00	EA	\$1,155.00	\$16,170.00	14.00	\$16,170.00			14.00	\$16,170.00	100.00%
7	Double Reclaimed Service	42.00	EA	\$1,826.00	\$76,650.00	42.00	\$76,650.00			42.00	\$76,650.00	100.00%
8	Temporary Blowoff Assembly	3.00	EA	\$2,190.00	\$6,570.00	2.80	\$6,132.00			2.80	\$6,132.00	93.33%
9	Pressure Testing	1.00	LF	\$13,670.00	\$13,670.00	1.00	\$13,670.00			1.00	\$13,670.00	100.00%
10	Auto Flusher	3.00	EA	\$7,045.00	\$21,135.00							
11	6" DIP Water Main	112.00	LS	\$43.00	\$4,816.00	112.00	\$4,816.00			112.00	\$4,816.00	100.00%
	RECLAIMED WATER SUBTOTAL				\$286,928.00						\$286,928.00	89.68%
	OVERALL SUBTOTAL PHASE 3B				\$2,786,680.00		\$2,639,639.50		\$62,036.00		\$2,661,725.50	96.69%

E.T.MACKENZIE COMPANY OF FLORIDA, INC.
 6212 33RD STREET EAST
 BRADENTON, FL 34203

Summerwoods 3B & 4B

PO Number: 13
 Invoice No. September 30, 2023

ITEM NO.	DESCRIPTION	CONTRACT CITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	COMPLETE LAST PERIOD QUANTITY	COMPLETE LAST PERIOD VALUE	COMPLETE THIS PERIOD QUANTITY	COMPLETE THIS PERIOD VALUE	COMPLETE TO DATE QUANTITY	COMPLETE TO DATE VALUE	PERCENT COMPLETE
CHANGE ORDER #2												
DRAINAGE												
1	CS-H	3.00	EA	\$10,025.00	\$30,075.00	2.70	\$27,067.50	0.30	\$3,007.50	3.00	\$30,075.00	100.00%
2	CS-D	2.00	EA	\$6,740.00	\$13,480.00	1.80	\$12,132.00	0.20	\$1,348.00	2.00	\$13,480.00	100.00%
3	CS-C	2.00	EA	\$8,015.00	\$16,030.00	1.80	\$14,427.00	0.20	\$1,603.00	2.00	\$16,030.00	100.00%
4	RCP 15"	72.00	LF	\$56.00	\$4,032.00	72.00	\$4,032.00			72.00	\$4,032.00	100.00%
5	RCP 24"	32.00	LF	\$109.00	\$3,488.00	32.00	\$3,488.00			32.00	\$3,488.00	100.00%
6	RCP 30"	95.00	LF	\$134.00	\$12,730.00	95.00	\$12,730.00			95.00	\$12,730.00	100.00%
7	RCP 36"	324.00	LF	\$160.00	\$51,840.00	324.00	\$51,840.00			324.00	\$51,840.00	100.00%
8	RCP 42"	46.00	LF	\$229.00	\$10,534.00	46.00	\$10,534.00			46.00	\$10,534.00	100.00%
9	Pipe Support 24"	1.00	EA	\$2,632.00	\$2,632.00	1.00	\$2,632.00			1.00	\$2,632.00	100.00%
10	Pipe Support 30"	1.00	EA	\$3,315.00	\$3,315.00	1.00	\$3,315.00			1.00	\$3,315.00	100.00%
11	Pipe Support 36"	2.00	EA	\$3,425.00	\$6,850.00	2.00	\$6,850.00			2.00	\$6,850.00	100.00%
12	Connect Storm to Existing Pond (CREDIT)	3.00	EA	(\$11,940.00)	(\$35,820.00)	3.00	(\$35,820.00)			3.00	(\$35,820.00)	100.00%
13	Storm Drainage Testing	1.00	LS	\$1,020.00	\$1,020.00							
14	Dewatering Existing Ponds	1.00	LS	\$30,700.00	\$30,700.00	1.00	\$30,700.00			1.00	\$30,700.00	100.00%
15	Curb Inlet Tie-in	14.00	EA	\$116.00	\$1,610.00	14.00	\$1,610.00			14.00	\$1,610.00	100.00%
DRAINAGE SUBTOTAL					\$152,516.00		\$145,537.50		\$5,958.50		\$151,486.00	99.33%
PAVING												
1	1" Type SP-9.5 Asphalt (1st Lift)	10,810.00	SY	\$2.20	\$23,782.00	10,810.00	\$23,782.00			10,810.00	\$23,782.00	100.00%
2	3/4" Type SP-9.5 Asphalt (2nd Lift) (CREDIT)	10,810.00	SY	-\$7.00	(\$75,670.00)	10,810.00	(\$75,670.00)			10,810.00	(\$75,670.00)	100.00%
3	Type "A" Miami Curb w/ Stabilization	7,275.00	LF	\$7.50	\$54,562.50	7,275.00	\$54,562.50			7,275.00	\$54,562.50	100.00%
4	Type "D" Curb W/ Stabilization	100.00	LF	\$7.50	\$750.00	100.00	\$750.00			100.00	\$750.00	100.00%
5	5" Concrete Sidewalk	6,535.00	SF	\$1.59	\$10,390.65	6,535.00	\$10,390.65			6,535.00	\$10,390.65	100.00%
6	Handicap Ramps	5.00	EA	\$150.00	\$750.00	5.00	\$750.00			5.00	\$750.00	100.00%
7	Trucking Base Material	5,341.00	TN	\$1.15	\$6,142.15	5,341.00	\$6,142.15			5,341.00	\$6,142.15	100.00%
PAVING SUBTOTAL					\$20,707.30		\$20,707.30				\$20,707.30	100.00%
CHANGE ORDER #2 SUBTOTAL					\$173,223.30		\$166,244.80		\$5,958.50		\$172,203.30	
CHANGE ORDER #4												
1	Remove and Replace 24" RCP	1.00	EA	\$ 8,323.00	\$8,323.00			1.00	\$8,323.00	1.00	\$8,323.00	100.00%
2	Remove and Replace 30" RCP	2.00	EA	\$10,771.00	\$21,542.00			2.00	\$21,542.00	2.00	\$21,542.00	100.00%
3	Remove and Replace 36" RCP	1.00	EA	\$13,411.00	\$13,411.00			1.00	\$13,411.00	1.00	\$13,411.00	100.00%
4	30" Collar	1.00	EA	\$4,100.00	\$4,100.00			1.00	\$4,100.00	1.00	\$4,100.00	100.00%
5	36" Collar	1.00	EA	\$4,250.00	\$4,250.00			1.00	\$4,250.00	1.00	\$4,250.00	100.00%
CHANGE ORDER #4 SUBTOTAL					\$51,626.00		\$51,626.00		\$51,626.00		\$51,626.00	100.00%
CHANGE ORDER #5												
SOD AND SEED												
1	Sod-Bahia	1,729.00	SY	\$ 2.60	\$4,841.20			1,729.00	\$4,841.20	1,729.00	\$4,841.20	100.00%
SOD AND SEED SUBTOTAL					\$4,841.20		\$4,841.20		\$4,841.20		\$4,841.20	100.00%

PARTIAL CONDITIONAL WAIVER OF LIEN

My/Our contract with E.T. Mackenzie Company

to provide VR Summerwoods

for the improvement to the property described as: Summerwoods 3B, 413

we hereby waive our construction lien to the amount listed below:

Amount to be paid \$320,266.36
Labor/materials provided through September 30, 2023

This waiver, together with all previous waivers, if any, DOES / DOES NOT cover all amounts due to us for contract improvements through the date shown above.

THIS WAIVER IS CONDITIONED ON ACTUAL PAYMENT OF THE AMOUNT SHOWN ABOVE.

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this 10th day of September 2023.

CONTRACTOR

BY:

PRINT: Scott Huber

TITLE: General Manager

STATE OF FL.

COUNTY OF Manatee

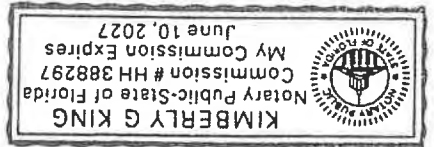
The foregoing was acknowledged before me this 10th day of September 2023, by Scott Huber as General Manager of E.T. Mackenzie of Florida Inc. Corporation, for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.

NOTARY PUBLIC

BY: [Signature]

PRINT:

COMMISSION #:



DO NOT SIGN BLANK OR INCOMPLETE FORMS.
RETAIN A COPY.



Florida Department of Environmental Protection

Notification of Completion of Construction for a Domestic Wastewater Collection/Transmission System

Part I – Instructions

- (1) This form shall be completed and submitted to the appropriate DEP district office or delegated local program for all collection/transmission system projects required to obtain a construction permit in accordance with Chapter 62-604, F.A.C. Except for projects permitted by delegated local programs, instructions for submitting forms electronically are available [at DEP's wastewater forms](#) webpage or submittal may be made using the [DEP Business Portal](#) by selecting "Submit," "Registration/Notification," "Submit Notifications to DEP," then choose submission type "Division of Water Resource Management Domestic/Industrial Wastewater" and "Notification of Completion of Construction for a Domestic Wastewater Collection/Transmission System."
- (2) Newly constructed or modified collection/transmission facilities shall not be placed into operation for any purpose other than testing for leaks or testing equipment operation until:
 - 3 days after the submittal of this form to DEP if the system was constructed with no substantial deviations as noted on this form in Part III(4) and DEP did not notify the permittee of any public health or environmental concerns prior to placing the system into operation; or,
 - 10 days after the submittal of this form to DEP if the system was constructed with substantial deviations as noted on this form in Part III(4) and DEP did not notify the permittee of any public health or environmental concerns prior to placing the system into operation.
- (3) All information shall be typed or printed in ink, and all blanks must be filled.

Part II – Project Documentation

(1) Collection/Transmission System Permittee

Name _____ Title _____
 Company Name _____
 Address _____
 City _____ State _____ Zip _____
 Telephone _____ Cell Phone _____ Fax _____
 Email _____

(2) General Project Information

Project Name _____
 Construction Permit No. _____ Dated _____

Is the entire project included under the collection/transmission system permit substantially complete? Yes No

If no, then:

- Attach a copy of the site plan or sketch that was submitted with the application showing the portion of the project which is substantially complete and for which approval is being requested.
- Also, describe the portion of the project for which approval is being requested (including pipe length, total number of manholes and total number of pump stations). Attach additional pages if necessary.

Expected date of connection to existing system or Treatment plant _____

If connection will be to an existing, intermediate satellite collection system, provide the satellite system identification number (if known): FLSS# _____

(3) Treatment Plant Serving Collection/Transmission System

Name of Treatment Plant Serving Project Manatee County North Wastewater Reclamation Facility

County Manatee City Palmetto

DEP facility permit number FL A012617

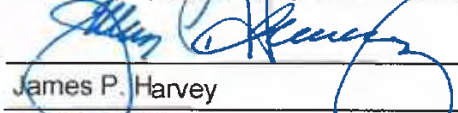
Will the treatment plant be the owner and/or operator of this completed collection system project, i.e. will this collection system be under the control of the treatment facility after it is placed into operation? Yes No

Part III – Certifications

(1) Collection/Transmission System Permittee

I, the undersigned owner or authorized representative* of VK Summerwoods, LLC certify that the engineer has provided us a copy of the record drawings for this project and if there is not already an existing applicable operation and maintenance (O&M) manual, one has been prepared for the new or modified facilities. The operation and maintenance manual includes an emergency response plan that specifically addresses cybersecurity, surface water monitoring, and hurricane/severe storm preparedness and response that will be evaluated and updated annually.

Also, I certify that, if we will not be the owner of this project after it is placed into service, we have provided a copy of the above mentioned record drawings and a copy of the above mentioned O&M manual, if applicable, to the person or system that will be the owner of this project after it is placed into service.

Signed  Date September 25, 2023
Name James P. Harvey Title Authorized Signatory

* Attach a letter of authorization.

(2) Owner of Collection/Transmission System After it is Placed into Service

I, the undersigned owner or authorized representative* of Manatee County certify that we accept the project or portion of the project (as described below**) as constructed and will be the owner of this project after it is placed into service. I certify that we agree to:

- operate and maintain the facilities to function as intended, minimize infiltration and inflow, and prevent sanitary sewer overflows;
- provide uninterrupted service and emergency pumping capability as required by Chapter 62-604, F.A.C.;
- operate the facilities in accordance with the provisions of Chapter 403 Florida Statutes (F.S.) and applicable Department rules;
- report any abnormal events, including all sanitary sewer overflows and other unauthorized releases or spoils of wastewater, in accordance with Rule 62-604.550, F.A.C.;
- promptly notify the Department if we sell or legally transfer ownership of the collection/transmission system;
- take corrective action if infiltration, inflow, or leakage becomes excessive;
- evaluate and update the emergency response plan (part of the operation and maintenance manual) annually;
- evaluate the cause of any spills, unauthorized releases, or sanitary sewer overflows and evaluate potential corrective actions;
- for spills, unauthorized releases, or sanitary sewer overflows caused by rain or wet weather, take corrective action to prevent future spills, releases, or overflows, or demonstrate inflow and infiltration for the system are not excessive; and,
- If this is a satellite collection system, take corrective action to reduce excessive inflow and infiltration that causes or contributes to sanitary sewer overflows in the receiving collection system.

I certify I have received a copy of the record drawings and O&M manual for this project and that these record drawings and O&M manual are available at the following location which is within the boundaries of the district office or delegated local program permitting the collection/transmission system.

Signed _____ Date _____

Name _____ Title _____
Company Name _____
Address _____
City _____ State _____ Zip _____
Telephone _____ Cell _____ Email _____

**Attach a letter of authorization.*

****Description of the specific portion of the project to be owned:**

Second Owner of Collection/Transmission System After it is Placed into Service (if applicable)

I, the undersigned owner or authorized representative* of _____ certify that we accept the project or specified portion of the project (as described below**) as constructed and will be the owner of this project after it is placed into service. I certify that we agree to:

- operate and maintain the facilities to function as intended, minimize infiltration and inflow, and prevent sanitary sewer overflows;
- provide uninterrupted service and emergency pumping capability as required by Chapter 62-604, F.A.C.;
- operate the facilities in accordance with the provisions of Chapter 403 Florida Statutes (F.S.) and applicable Department rules;
- report any abnormal events, including all sanitary sewer overflows and other unauthorized releases or spoils of wastewater, in accordance with Rule 62-604.550, F.A.C.;
- promptly notify the Department if we sell or legally transfer ownership of the collection/transmission system;
- take corrective action if infiltration, inflow, or leakage becomes excessive;
- evaluate and update the emergency response plan (part of the operation and maintenance manual) annually;
- evaluate the cause of any spills, unauthorized releases, or sanitary sewer overflows and evaluate potential corrective actions;
- for spills, unauthorized releases, or sanitary sewer overflows caused by rain or wet weather, take corrective action to prevent future spills, releases, or overflows, or demonstrate inflow and infiltration for the system are not excessive; and,
- If this is a satellite collection system, take corrective action to reduce excessive inflow and infiltration that causes or contributes to sanitary sewer overflows in the receiving collection system.

I certify I have received a copy of the record drawings and O&M manual for this project and that these record drawings and O&M manual are available at the following location which is within the boundaries of the district office or delegated local program permitting the collection/transmission system.

Signed _____ Date _____
Name _____ Title _____
Company Name _____
Address _____
City _____ State _____ Zip _____
Telephone _____ Cell _____ Email _____

**Attach a letter of authorization.*

**Description of the specific portion of the project to be owned:

(3) Wastewater Facility Serving Collection/Transmission System

I, the undersigned owner or authorized representative* of the _____ wastewater facility hereby certify that the above referenced facility has adequate reserve capacity to accept the flow from this project and will provide the necessary treatment and disposal as required by Chapter 403, F.S., and applicable Department rules. Also, I certify that any connections associated with this project to the above referenced facility, which we operate and maintain, have been completed to our satisfaction and we have received a copy of the record drawings for this project.

Signed _____ Date _____
Name _____ Title _____
Address _____
City _____ State _____ Zip _____
Telephone _____ Cell _____ Fax _____
Email _____

**Attach a letter of authorization.*

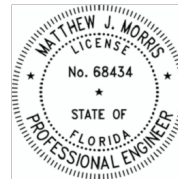
(4) Professional Engineer Registered in Florida

I, the undersigned professional engineer registered in Florida, certify the following:

- that this project has been constructed in accordance with the construction permit and engineering plans and specifications or that, to the best of my knowledge and belief, any deviations from the construction permit and engineering plans and specifications will not prevent this project from functioning in compliance with Chapter 62-604, F.A.C.;
- that the record drawings for this project are adequate and include substantial deviations** from the construction permit and engineering plans and specifications;
- that a copy of the record drawings has been provided to the permittee and to the wastewater treatment facility serving the collection/transmission system;
- that the O&M manual for this project has been prepared or examined by me, or by an individual(s) under my direct supervision, includes an emergency response plan that addresses cyber security, surface water monitoring, and hurricane and severe storm preparedness and response, and that there is reasonable assurance, in my professional judgment, that the facilities, when properly maintained and operated in accordance with this manual, will function as intended; and
- that, to the best of my knowledge and belief, appropriate leakage tests have been performed and the new or modified facilities met the specified requirements.

This certification is based upon on-site observation of construction conducted by me or by a project representative under my direct supervision and upon a review of shop drawings, test results/records, and record drawings performed by me or by a project representative under my direct supervision.

The following is a description and explanation of substantial deviations (i.e. construction deviations greater than 10% from plans and specifications and any deviations which fall below minimum standards established in Rule 62-604, F.A.C.) from the construction permit and engineering plans and specifications for the substantially completed portion of this project. (Attach additional sheets if necessary.)



This item has been digitally signed and sealed by **Matthew J. Morris, PE.**, on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Signed _____ Date _____
Name _____ Florida Registration No. _____
Company Name _____
Address _____
City _____ State _____ Zip _____
Telephone _____ Cell _____ Fax _____
Email _____
Portion of the project for which responsible: _____



CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

See page 5 for instructions.

I. General Project Information

A. Name of Project: Summerwoods Phases III & IV - Subphases IIIB, IVB

B. Department of Environmental Protection (DEP) Construction Permit

Permit Number: <u>0133068-1571-DSGP/02</u>	Date Permit Was Issued: <u>1/12/23</u>
--	--

C. Portion of Project for Which Construction Is Substantially Complete and for Which Clearance Is Requested
 Entire Project
 Following Portion of Project: 4321 LF 8" C-900 PVC WATERMAIN, 2410 LF 6" C-900 PVC WATERMAIN, 159 LF 4" HDPE WATERMAIN AND 499 LF 2" HDPE WATERMAIN AND 11 FIRE HYDRANTS.
ALSO, 3442 8" C-900 PVC WATERMAIN ALONG SAWGRASS ROAD

D. Permittee

PWS/Company Name: <u>VK Summerwoods, LLC</u>		PWS Identification Number:*	
PWS Type:*	<u>Community</u>	<u>Non-Transient Non-Community</u>	<u>Transient Non-Community</u>
Contact Person: <u>James P. Harvey</u>		Contact Person's Title: <u>Authorized Signatory</u>	
Contact Person's Mailing Address: <u>105 NE 1st St.</u>			
City:	<u>Delray Beach</u>	State: <u>FL</u>	Zip Code: <u>33444</u>
Contact Person's Telephone Number: <u>813-615-1244</u>		Contact Person's Fax Number:	
Contact Person's E-Mail Address: <u>jharvey@kolter.com</u>			

* This information is required only if the permittee is a public water system (PWS).

E. Public Water System (PWS) Supplying Water to Project

PWS Name: <u>Manatee County Utilities</u>		PWS Identification Number: <u>6411132</u>	
PWS Type:	<u>Community</u>	<u>Non-Transient Non-Community</u>	<u>Transient Non-Community</u>
PWS Owner: <u>Manatee County</u>			
Contact Person: <u>Scott May, P.E.</u>		Contact Person's Title: <u>Deputy Director-Eng Svcs</u>	
Contact Person's Mailing Address: <u>1022 26th Ave E.</u>			
City:	<u>Bradenton</u>	State: <u>FL</u>	Zip Code: <u>34208</u>
Contact Person's Telephone Number: <u>941-708-7650</u>		Contact Person's Fax Number:	
Contact Person's E-Mail Address: <u>scott.may@mymanatee.org</u>			

F. Public Water System (PWS) that Will Own Project After It Is Placed into Permanent Operation

PWS Name: <u>Manatee County</u>		PWS Identification Number:*	
PWS Type:*	<u>Community</u>	<u>Non-Transient Non-Community</u>	<u>Transient Non-Community</u>
PWS Owner: <u>Manatee County</u>			
Contact Person: <u>Scott May, P.E.</u>		Contact Person's Title: <u>Deputy Director-Eng Svcs</u>	
Contact Person's Mailing Address: <u>1022 26th Ave E.</u>			
City:	<u>Bradenton</u>	State: <u>FL</u>	Zip Code: <u>34208</u>
Contact Person's Telephone Number: <u>941-708-7650</u>		Contact Person's Fax Number:	
Contact Person's E-Mail Address: <u>scott.may@mymanatee.org</u>			

* This information is required only if the owner/operator is an existing PWS.

G. Professional Engineer in Responsible Charge of Inspecting Construction of Project*

Company Name: <u>Morris Engineering & Consulting, LLC</u>		Engineer's Florida License Number: <u>68434</u>	
Engineer: <u>Matthew J. Morris, P.E.</u>		Engineer's Title: <u>President</u>	
Engineer's Mailing Address: <u>6997 Professional Pkwy E, Suite B</u>			
City:	<u>Sarasota</u>	State: <u>FL</u>	Zip Code: <u>34240</u>
Engineer's Telephone Number: <u>941-444-6644</u>		Engineer's Fax Number:	
Engineer's E-Mail Address: <u>mmorris@morrisengineering.net</u>			

* This information is required if construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida. Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida.

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

DEP Construction Permit Number: 0133068-1571-DSGP/02

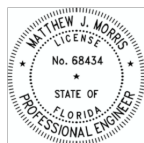
Substantially Complete Portion of Project if Other than Entire Project:

II. Deviations from Department of Environmental Protection (DEP) Construction Permit for Project*

Description and explanation of all deviations from the DEP construction permit, including the approved preliminary design report or drawings and specifications, for the substantially complete portion of this project:

No substantial deviations

I completed Part II of this form, and the information provided in Part II is true and accurate to the best of my knowledge and belief.



This item has been digitally signed and sealed by Matthew J. Morris, PE., on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Signature, Seal, and Date of Professional Engineer or Signature and Date of Authorized Representative of Permittee*	Matthew J. Morris, P.E. Printed or Typed Name	68434 License Number of Professional Engineer or Title of Authorized Representative of Permittee*
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** Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida. If construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida, Part II of this form shall be completed, signed, sealed, and dated by the professional engineer in responsible charge. If this project is not inspected under the responsible charge of a professional engineer licensed in Florida, Part II shall be completed, signed, and dated by an authorized representative of the permittee.*

III. Certifications

A. Certification by Permittee

I am duly authorized to sign this form on behalf of the permittee identified in Part I.D of this form. I certify the following:

- to the best of my knowledge and belief, the substantially complete portion of this project is sufficiently complete to be utilized for the purposes for which it is intended;
- to the best of my knowledge and belief, the substantially complete portion of this project has been completed in accordance with the Department of Environmental Protection construction permit, including the approved preliminary design report or drawings and specifications, for this project; or to the best of my knowledge and belief, the deviations described and explained in Part II of this form will not prevent the substantially complete portion of this project from functioning in compliance with Chapters 62-550 and 62-555, F.A.C.;

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

DEP Construction Permit Number: 0133068-1571-DSGP/02
Substantially Complete Portion of Project if Other than Entire Project:

- to the best of my knowledge and belief, all new or altered public water system components that are included in the substantially complete portion of this project and that must be disinfected and bacteriologically surveyed or evaluated per subsection 62-555.315(6), F.A.C., or Rule 62-555.340, F.A.C., have been disinfected and bacteriologically surveyed or evaluated in accordance with said subsection or said rule;
- the permittee has had complete record drawings produced for the substantially complete portion of this project; to the best of my knowledge and belief, said record drawings adequately depict the substantially complete portion of this project as constructed and identify the deviations described and explained in Part II of this form; and said record drawings are available for review at the following location: 1022 26th Avenue East, Bradenton, FL 34208

- if the substantially complete portion of this project includes any new or altered drinking water treatment facilities, an operation and maintenance manual for said treatment facilities is available for reference at the site of said treatment facilities or at a convenient location near the site of said treatment facilities.

I also certify that, if the permittee will not own this project after it is placed into permanent operation, the permittee has provided a copy of the above mentioned record drawings and a copy of the above mentioned operation and maintenance manual, if applicable, to the PWS that will own this project after it is placed into permanent operation.

	09/21/23	James P. Harvey	Authorized Signatory
Signature and Date		Printed or Typed Name	Title

B. Certification by PWS Supplying Water to Project

I am duly authorized to sign this form on behalf of the PWS identified in Part I.E of this form. I certify that said PWS will supply the water necessary to meet the water demands for the substantially complete portion of this project, and I certify the following:

- to the best of my knowledge and belief, said PWS's connection to the substantially complete portion of this project will not cause said PWS to be, or contribute to said PWS being, in noncompliance with Chapter 62-550 or 62-555, F.A.C.;
- said PWS considers the connection(s) between the substantially complete portion of this project and said PWS acceptable as constructed.

	Scott May P.E.	Deputy Director-Eng Svcs	
Signature and Date	Printed or Typed Name	Title	

C. Certification by PWS that Will Own Project After It Is Placed into Permanent Operation

I am duly authorized to sign this form on behalf of the PWS identified in Part I.F of this form. I certify that said PWS will own the substantially complete portion of this project after it is placed into permanent operation, and I certify the following:

- said PWS considers the substantially complete portion of this project acceptable as constructed;
- said PWS has received complete record drawings for the substantially complete portion of this project and the record drawings are available for review at the following location: 1022 26th Avenue East, Bradenton, FL 34208

- if the substantially complete portion of this project includes any new or altered drinking water treatment facilities, said PWS has received an operation and maintenance manual for the new or altered treatment facilities, and the operation and maintenance manual is available for reference at the site of the new or altered treatment facilities or at a convenient location near the site of the new or altered treatment facilities.

I understand that said PWS must operate and maintain this project in a such a manner as to comply with Chapters 62-550, 62-555, 62-560, and 62-699, F.A.C.

	Scott May P.E.	Deputy Director-Eng Svcs	
Signature and Date	Printed or Typed Name	Title	

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

DEP Construction Permit Number: 0133068-1571-DSGP/02

Substantially Complete Portion of Project if Other than Entire Project:

D. Certification by Professional Engineer in Responsible Charge of Inspecting Construction of Project*

I, the undersigned professional engineer licensed in Florida, am in responsible charge of inspecting construction of this project for the purpose of determining in general if the construction proceeds in compliance with the Department of Environmental Protection (DEP) construction permit, including the approved preliminary design report or drawings and specifications, for this project. I, or a person acting under my responsible charge, observed construction of the substantially complete portion of this project and reviewed shop drawings, test results, and record drawings for the substantially complete portion of this project, and based upon said observation and reviews, I certify the following:

- the substantially complete portion of this project is sufficiently complete to be utilized for the purposes for which it is intended;
- the substantially complete portion of this project has been completed in accordance with the DEP construction permit, including the approved preliminary design report or drawings and specifications, for this project; or to the best of my knowledge and belief, the deviations described and explained in Part II of this form will not prevent the substantially complete portion of this project from functioning in compliance with Chapters 62-550 and 62-555, F.A.C.;
- all new or altered public water system components that are included in the substantially complete portion of this project and that must be disinfected and bacteriologically surveyed or evaluated per subsection 62-555.315(6), F.A.C., or Rule 62-555.340, F.A.C., have been disinfected and bacteriologically surveyed or evaluated in accordance with said subsection or said rule; and
- the record drawings for the substantially complete portion of this project adequately depict the substantially complete portion of this project as constructed and identify the deviations described and explained in Part II of this form.



This item has been digitally signed and sealed by Matthew J. Morris, PE., on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Matthew J. Morris, P.E.	68434
Signature, Seal, and Date	Printed or Typed Name License Number

** Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida. If construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida, Part III.D of this form shall be completed, signed, sealed, and dated by the professional engineer in responsible charge. If this project is not inspected under the responsible charge of a professional engineer licensed in Florida, Part III.D does not have to be completed.*

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

INSTRUCTIONS: This form shall be completed and submitted for projects permitted and constructed under specific Department of Environmental Protection (DEP) construction permits for public water system components, under the DEP's "General Permit for Construction of Water Main Extensions for Public Water Systems," or under the DEP's "General Permit for Construction of Lead or Copper Corrosion Control, or Iron or Manganese Sequestration, Treatment Facilities for Small or Medium Public Water Systems."

AFTER COMPLETING, OR SUBSTANTIALLY COMPLETING, CONSTRUCTION OF A PROJECT, OR A PORTION THEREOF, AND BEFORE PLACING THE SUBSTANTIALLY COMPLETE PROJECT, OR PORTION THEREOF, INTO OPERATION FOR ANY PURPOSE OTHER THAN DISINFECTION, TESTING FOR LEAKS, OR TESTING EQUIPMENT OPERATION, complete and submit one copy of this form to the appropriate DEP District Office or Approved County Health Department along with one copy of the following information:

- the portion of record drawings showing deviations from the DEP construction permit, including the approved preliminary design report or drawings and specifications, if there are any deviations from said permit (note that it is necessary to submit a copy of only the portion of record drawings showing deviations and not a complete set of record drawings);
- bacteriological test results, including a sketch or description of all bacteriological sampling locations, demonstrating compliance with subsection 62-555.315(6), F.A.C., or Rule 62-555.340, F.A.C., if the substantially complete portion of the project includes any new or altered public water system (PWS) components that must be disinfected and bacteriologically surveyed or evaluated per said subsection or said rule;
- analytical test results demonstrating compliance with Part III of Chapter 62-550, F.A.C., or subsection 62-524.650(2), F.A.C., if the substantially complete portion of the project includes any new or altered PWS components that are necessary to achieve, or affect, compliance with said part or said subsection;
- a completed Form 62-555.900(20), New Water System Capacity Development Financial and Managerial Operations Plan, if the DEP construction permit was issued before the effective date of Rule 62-555.525, F.A.C., (9-22-99) and the substantially complete portion of the project creates a "new system" as described under subsection 62-555.525(1), F.A.C.; and
- any other information required by conditions in the DEP construction permit.

All information provided on this form shall be typed or printed in ink. NOTE THAT A SEPARATE CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE IS REQUIRED FOR EACH PERMITTED PROJECT. **DO NOT PLACE ANY NEW OR ALTERED PWS COMPONENTS INTO PERMANENT OPERATION UNTIL THE DEPARTMENT ISSUES WRITTEN APPROVAL, OR CLEARANCE, TO PLACE THE COMPONENTS INTO PERMANENT OPERATION.**

November 9, 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**


Name: Candice Bain
Title: Chairman

VK SUMMERWOODS LLC



Name: JAMES P. HARVEY
Title: AUTHORIZED SIGNATORY

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

Public 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.

Improvement	Total Amount	Amount Paid to Date	Retainage
Water Improvements	\$749,510.00	\$643,784.40	\$105,725.60
Wastewater Improvements	\$1,030,678.00	\$916,630.20	\$114,047.80
Reclaimed Improvements	\$573,686.00	\$471,733.20	\$101,952.80
Public Roadway Improvements	\$1,266,991.40	\$952,756.79	\$314,234.62
TOTALS:	\$3,620,865.40	\$2,984,904.59	\$635,960.82

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


I, James P. Harvey, as Authorized Signatory 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 James P. Harvey, and I am Authorized Signatory 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 6th day of November, 2023.

VK SUMMERWOODS LLC


Name: James P. Harvey
Title: Authorized Signatory

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 6 day of November, 2023, by James P. Harvey as Authorized Signatory of VK Summerwoods LLC, 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 FLORIDA

Name: Bryon T. LoPreste
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

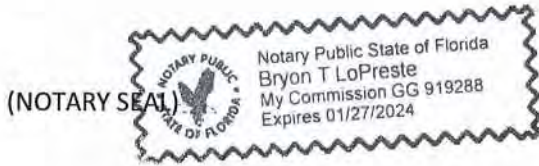


EXHIBIT A

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

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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

Public 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.

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TOTALS:	\$3,620,865.40	\$2,984,904.59	\$635,960.82

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

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 14 day of December, 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 ET MacKenzie Company of FL Inc dated 12/14/2023 ("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 \$635,960.82 (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.

K.C. Coulthart
By: K.C. Coulthart
Its: CHIEF ESTIMATOR

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 14th day of December, 2023, by K.C. Coulthart as Chief Estimator of E.T. Mackenzie of Florida, Inc. and with authority to execute the foregoing on behalf of the entity(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Kimberly D. King
NOTARY PUBLIC, STATE OF Florida

Name: Kimberly G. King
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

(NOTARY SEAL)

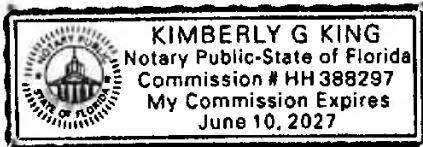


EXHIBIT A

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

Public 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.

Water Improvements	\$749,510.00	\$643,784.40	\$105,725.60
Wastewater Improvements	\$1,030,678.00	\$916,630.20	\$114,047.80
Reclaimed Improvements	\$573,686.00	\$471,733.20	\$101,952.80
Public Roadway Improvements	\$1,266,991.40	\$952,756.79	\$314,234.62
TOTALS:	\$3,620,865.40	\$2,984,904.59	\$635,960.82

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

NOVEMBER 6, 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.

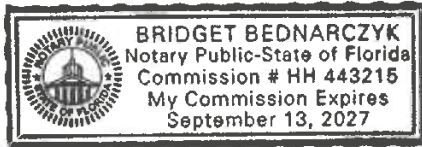
MORRIS ENGINEERING & CONSULTING LLC



MATTHEW J. MORRIS, P.E.
Florida Registration No. 68434
District Engineer

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 6th day of November, 2023, by Matthew J. Morris as President of Morris Engineering Consulting, LLC, 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 Florida

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

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

Public 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.

Improvement	Total Amount	Amount Paid to Date	Retainage
Water Improvements	\$749,510.00	\$643,784.40	\$105,725.60
Wastewater Improvements	\$1,030,678.00	\$916,630.20	\$114,047.80
Reclaimed Improvements	\$573,686.00	\$471,733.20	\$101,952.80
Public Roadway Improvements	\$1,266,991.40	\$952,756.79	\$314,234.62
TOTALS:	\$3,620,865.40	\$2,984,904.59	\$635,960.82

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 6th day of November 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: *Andrew Hill*
Name: Andrew Hill

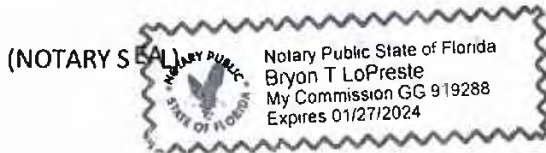
James P. Harvey
Name: James P. Harvey
Title: Authorized Signatory

By: *[Signature]*
Name: Bryon T. LoPreste

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 6th day of November, 2023, by James P. Harvey as Authorized Signatory of VK Summerwoods LLC, 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.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



Name: Bryon T. LoPreste
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

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

Public 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.

Improvement	Total Amount	Amount Paid to Date	Retainage
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Public Roadway Improvements	\$1,266,991.40	\$952,756.79	\$314,234.62
TOTALS:	\$3,620,865.40	\$2,984,904.59	\$635,960.82

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.

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 6th day of November, 2023.

WITNESSES:

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

Signature: _____
Print Name: ANDREW HILL

Candice Bain
By: Candice Bain
Its: Chairperson

Signature: [Signature]
Print Name: BRYON T. LOPRESTE

STATE OF FLORIDA
COUNTY OF ALLEN

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of NOVEMBER, 2023, by CANDICE BAIN 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]
Signature of Notary Public
Bryon T. LoPreste
Name Typed, Printed or Stamped
Commission No.: 66919288
My Commission Expires: 01 27 24

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

AFFIDAVIT BY DISTRICT
[SUMMERWOODS - PHASES IIIB & IVB UTILITIES & ROADWAY IMPROVEMENTS]

STATE OF Florida _____ :

: S S

COUNTY OF Manatee _____ :

I, Matt O'Nolan, District Manager, having been first duly sworn, do now depose and say: That all persons, firms and corporations who have furnished services, labor or materials as of this date for Summer Woods – Phases IIIB & IVB, have fully completed their respective work and that there are no bills for labor, materials or applications in connection with such construction which have not been paid.

Signed, sealed and delivered in the presence of
Witnesses:

**SUMMER WOODS COMMUNITY DEVELOPMENT
DISTRICT**

Melissa Joy Williams
Print name: Melissa Williams
Jane Semin
Print name: JOANNE THIERSEN

By: Matt O'Nolan
Print Name: Matt O'Nolan
Its: District Manager

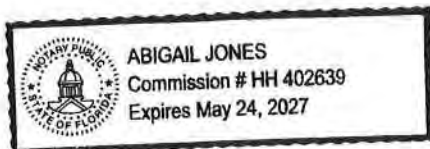
STATE OF FL
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2023, by Matt O'Nolan as District Manager of Summer Woods CDD, 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.

Abigail Jones
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

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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.

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 6th day of November, 2023.

WITNESSES:

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

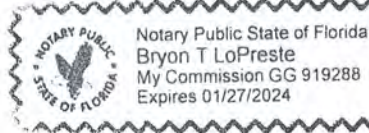
Signature: _____
Print Name: ANDREW HILL

Candice Bain
By: Candice Bain
Its: Chairperson

Signature: [Signature]
Print Name: BRYON T. LOPRESTE

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of NOVEMBER, 2023, by CANDICE BAIN 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]
Signature of Notary Public
BRYON T. LOPRESTE
Name Typed, Printed or Stamped
Commission No.: 66919288
My Commission Expires: 01/27/24

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 6



UPCOMING DATES TO REMEMBER

- **Next Meeting:** May 2
- **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**

February 1

2024

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FINANCIAL SUMMARY

12/31/2023

General Fund Cash & Investment
Balance:

\$989,341

Reserve Fund Cash & Investment Balance:

\$0

Debt Service Fund Investment
Balance:

\$817,864

**Total Cash and Investment
Balances:**

\$1,807,205

General Fund Expense Variance: \$ 50,987 Under Budget

Tab 7



Rizzetta & Company

Summer Woods Community Development District

**Financial Statements
(Unaudited)**

December 31, 2023

Prepared by: Rizzetta & Company, Inc.

summerwoodscdd.org
rizzetta.com

Summer Woods Community Development District

Balance Sheet

As of 12/31/2023

(In Whole Numbers)

	General Fund	Debt Service Fund	Capital Project Fund	Total Gvmnt Fund	Fixed Assets Group	Long-Term Debt
Assets						
Cash In Bank	989,341	875,722	8,324	1,873,387	0	0
Investments	0	817,864	190,331	1,008,195	0	0
Accounts Receivable	305,738	274,160	0	579,898	0	0
Refundable Deposits	1,700	0	0	1,700	0	0
Fixed Assets	0	0	0	0	21,468,629	0
Amount Available in Debt Service	0	0	0	0	0	1,967,746
Amount To Be Provided Debt Service	0	0	0	0	0	16,647,254
Total Assets	1,296,779	1,967,746	198,655	3,463,180	21,468,629	18,615,000
Liabilities						
Accounts Payable	5,860	0	0	5,860	0	0
Accrued Expenses	16,584	0	0	16,584	0	0
Other Current Liabilities	14	0	0	14	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	18,615,000
Total Liabilities	22,458	0	0	22,458	0	18,615,000
Fund Equity & Other Credits						
Beginning Fund Balance	264,604	1,262,344	152,966	1,679,913	0	0
Investment In General Fixed Assets	0	0	0	0	21,468,629	0
Net Change in Fund Balance	1,009,717	705,402	45,689	1,760,808	0	0
Total Fund Equity & Other Credits	1,274,321	1,967,746	198,655	3,440,721	21,468,629	0
Total Liabilities & Fund Equity	1,296,779	1,967,746	198,655	3,463,180	21,468,629	18,615,000

See Notes to Unaudited Financial Statements

Summer Woods Community Development District

Statement of Revenues and Expenditures

As of 12/31/2023

(In Whole Numbers)

	Year Ending	Through	Year To Date	
	09/30/2024	12/31/2023	12/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Special Assessments				
Off Roll	2,308	2,308	2,308	0
Tax Roll	1,274,596	1,274,596	1,280,095	(5,499)
Other Misc. Revenues				
Miscellaneous Revenue	0	0	93	(93)
Total Revenues	1,276,904	1,276,904	1,282,496	(5,592)
Expenditures				
Legislative				
Supervisor Fees	7,000	1,750	600	1,150
Total Legislative	7,000	1,750	600	1,150
Financial & Administrative				
Accounting Services	20,651	5,163	5,163	0
Administrative Services	5,163	1,291	1,291	0
Arbitrage Rebate Calculation	900	0	0	0
Assessment Roll	5,736	5,736	5,736	0
Auditing Services	4,000	0	0	0
Disclosure Report	7,000	0	0	0
District Engineer	15,000	3,750	3,600	150
District Management	23,060	5,765	5,765	0
Dues, Licenses & Fees	1,500	425	175	250
Financial & Revenue Collections	4,130	1,033	1,033	0
Legal Advertising	3,000	750	0	750
Public Officials Liability Insurance	3,143	3,143	2,829	314
Trustees Fees	12,000	0	9,678	(9,678)
Website Hosting, Maintenance, Backup & E	2,753	688	865	(176)
Total Financial & Administrative	108,036	27,743	36,134	(8,390)
Legal Counsel				
District Counsel	25,000	6,250	4,800	1,450
Total Legal Counsel	25,000	6,250	4,800	1,450
Electric Utility Services				
Utility - Recreation Facilities	20,000	5,000	3,590	1,409
Utility - Street Lights	180,180	45,045	33,495	11,550
Total Electric Utility Services	200,180	50,045	37,085	12,959
Water-Sewer Combination Services				
Utility - Irrigation	20,000	5,000	2,254	2,747
Utility - Recreation Facilities	1,500	375	1,796	(1,421)

See Notes to Unaudited Financial Statements

Summer Woods Community Development District

Statement of Revenues and Expenditures

As of 12/31/2023

(In Whole Numbers)

	Year Ending	Through	Year To Date	
	09/30/2024	12/31/2023	12/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Total Water-Sewer Combination Services	21,500	5,375	4,050	1,326
Stormwater Control				
Aquatic Maintenance	42,000	10,500	7,500	3,000
Midge Fly Treatments	20,000	5,000	0	5,000
Wetland Nuisance/Exotic Species Control	80,000	20,000	27,975	(7,975)
Total Stormwater Control	142,000	35,500	35,475	25
Other Physical Environment				
Entry & Walls Maintenance & Repair	15,000	3,750	0	3,750
General Liability Insurance	4,392	4,392	3,458	934
Irrigation Maintenance	10,000	2,500	594	1,906
Landscape - Mulch	92,613	0	0	0
Landscape Inspection Services	9,600	2,400	2,400	0
Landscape Maintenance	325,000	81,250	56,961	24,289
Landscape Replacement Plants, Shrubs, Tr	25,000	6,250	520	5,730
Pressure Washing	5,000	1,250	0	1,250
Property Insurance	29,886	29,886	28,146	1,740
Supervisor Workers Comp Insurance	0	0	850	(850)
Total Other Physical Environment	516,491	131,678	92,929	38,749
Parks & Recreation				
Access Control / Security Camera Mainten	2,500	625	3,009	(2,385)
Amenity Facility - Maintenance & Repair	25,000	6,250	5,474	777
Dog Park Maintenance	8,000	2,000	1,164	836
Facility A/C & Heating Maintenance & Rep	1,500	375	0	375
Holiday Decorations	15,000	7,500	13,500	(6,000)
Management Contract	25,000	6,250	6,154	96
Playground Mulch	5,000	0	0	0
Playground Repairs	3,000	750	0	750
Pool Furniture Replacement	20,000	5,000	0	5,000
Pool Repairs	10,000	2,500	0	2,500
Pool Service Contract	18,408	4,602	4,602	0
Security System Monitoring Services & Ma	95,000	23,750	23,749	1
Telephone, Internet, Cable	2,500	625	480	145
Trail/Bike Path Maintenance	5,000	1,250	0	1,250
Total Parks & Recreation	235,908	61,477	58,131	3,346
Contingency				
Miscellaneous Contingency	15,789	3,948	2,177	1,770
Reserve Study	5,000	0	1,398	(1,398)
Total Contingency	20,789	3,948	3,575	372
Total Expenditures	1,276,904	323,766	272,779	50,987

See Notes to Unaudited Financial Statements

Summer Woods Community Development District

Statement of Revenues and Expenditures

As of 12/31/2023

(In Whole Numbers)

	Year Ending 09/30/2024	Through 12/31/2023	Year To Date 12/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Total Excess of Revenues Over(Under) Expenditures	0	953,138	1,009,717	(56,578)
Fund Balance, Beginning of Period	0	0	264,604	(264,604)
Total Fund Balance, End of Period	0	953,138	1,274,321	(321,182)

Summer Woods Community Development District

Statement of Revenues and Expenditures

As of 12/31/2023

(In Whole Numbers)

	Year Ending	Through	Year To Date	
	09/30/2024	12/31/2023	12/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	4,350	(4,350)
Special Assessments				
Off Roll	2,000	2,000	2,000	0
Tax Roll	240,400	240,400	241,437	(1,038)
Total Revenues	242,400	242,400	247,787	(5,388)
Expenditures				
Debt Service				
Interest	177,400	177,400	87,712	89,687
Principal	65,000	65,000	65,000	0
Total Debt Service	242,400	242,400	152,712	89,687
Total Expenditures	242,400	242,400	152,712	89,687
Total Excess of Revenues Over(Under) Expenditures	0	0	95,075	(95,075)
Fund Balance, Beginning of Period	0	0	392,187	(392,187)
Total Fund Balance, End of Period	0	0	487,262	(487,262)

Summer Woods Community Development District

Statement of Revenues and Expenditures

As of 12/31/2023

(In Whole Numbers)

	Year Ending 09/30/2024	Through 12/31/2023	Year To Date 12/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	3,248	(3,248)
Special Assessments				
Tax Roll	355,804	355,804	355,527	277
Total Revenues	<u>355,804</u>	<u>355,804</u>	<u>358,775</u>	<u>(2,971)</u>
Expenditures				
Debt Service				
Interest	220,804	220,804	110,474	110,330
Principal	135,000	135,000	5,000	130,000
Total Debt Service	<u>355,804</u>	<u>355,804</u>	<u>115,474</u>	<u>240,330</u>
Total Expenditures	<u>355,804</u>	<u>355,804</u>	<u>115,474</u>	<u>240,330</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>243,301</u>	<u>(243,301)</u>
Total Other Financing Sources(Uses)				
Interfund Transfer (Expense)				
Interfund Transfer	0	0	(4,486)	4,486
Total Other Financing Sources(Uses)	<u>0</u>	<u>0</u>	<u>(4,486)</u>	<u>4,486</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>313,068</u>	<u>(313,068)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>551,883</u>	<u>(551,883)</u>

Summer Woods Community Development District

Statement of Revenues and Expenditures

As of 12/31/2023

(In Whole Numbers)

	Year Ending 09/30/2024	Through 12/31/2023	Year To Date 12/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	6,289	(6,289)
Special Assessments				
Tax Roll	549,902	549,902	550,918	(1,016)
Total Revenues	<u>549,902</u>	<u>549,902</u>	<u>557,207</u>	<u>(7,305)</u>
Expenditures				
Debt Service				
Interest	349,902	349,902	171,530	178,373
Principal	200,000	200,000	5,000	195,000
Total Debt Service	<u>549,902</u>	<u>549,902</u>	<u>176,530</u>	<u>373,373</u>
Total Expenditures	<u>549,902</u>	<u>549,902</u>	<u>176,530</u>	<u>373,373</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>380,677</u>	<u>(380,677)</u>
Total Other Financing Sources(Uses)				
Interfund Transfer (Expense)				
Interfund Transfer	0	0	(9,164)	9,164
Total Other Financing Sources(Uses)	<u>0</u>	<u>0</u>	<u>(9,164)</u>	<u>9,164</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>557,088</u>	<u>(557,088)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>928,601</u>	<u>(928,601)</u>

Summer Woods Community Development District

Statement of Revenues and Expenditures

As of 12/31/2023

(In Whole Numbers)

	Year Ending 09/30/2024	Through 12/31/2023	Year To Date 12/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	1,226	(1,226)
Total Revenues	<u>0</u>	<u>0</u>	<u>1,226</u>	<u>(1,226)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>1,226</u>	<u>(1,226)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>96,251</u>	<u>(96,251)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>97,477</u>	<u>(97,477)</u>

Summer Woods Community Development District

Statement of Revenues and Expenditures

As of 12/31/2023

(In Whole Numbers)

	Year Ending 09/30/2024	Through 12/31/2023	Year To Date 12/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	108	(108)
Total Revenues	<u>0</u>	<u>0</u>	<u>108</u>	<u>(108)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>108</u>	<u>(108)</u>
Total Other Financing Sources(Uses)				
Interfund Transfer (Revenue)				
Interfund Transfer	0	0	4,486	(4,486)
Total Other Financing Sources(Uses)	<u>0</u>	<u>0</u>	<u>4,486</u>	<u>(4,486)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>5,526</u>	<u>(5,526)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>10,120</u>	<u>(10,120)</u>

Summer Woods Community Development District

Statement of Revenues and Expenditures

As of 12/31/2023

(In Whole Numbers)

	Year Ending 09/30/2024	Through 12/31/2023	Year To Date 12/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	992	(992)
Contributions & Donations from Private Sources				
Developer Contributions	0	0	29,713	(29,713)
Total Revenues	<u>0</u>	<u>0</u>	<u>30,705</u>	<u>(30,705)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>30,705</u>	<u>(30,705)</u>
Total Other Financing Sources(Uses)				
Interfund Transfer (Revenue)				
Interfund Transfer	0	0	9,164	(9,164)
Total Other Financing Sources(Uses)	<u>0</u>	<u>0</u>	<u>9,164</u>	<u>(9,164)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>51,189</u>	<u>(51,189)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>91,058</u>	<u>(91,058)</u>

**Summer Woods CDD
Investment Summary
12/31/2024**

<u>Account</u>	<u>Investment</u>	<u>Balance as of December 31, 2024</u>
Regions Series 2018 A-1 Revenue	Goldman Sachs Financial Square Govt Fund	\$ 44,280
Regions Series 2018 A-1 Reserve	Goldman Sachs Financial Square Govt Fund	199,045
Regions Series 2018 A-1 Interest	Goldman Sachs Financial Square Govt Fund	263
Regions Series 2018 A-1 Principal	Goldman Sachs Financial Square Govt Fund	182
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	10,987
Regions Series 2020 Reserves	Goldman Sachs Financial Square Govt Fund	180,097
Regions Series 2020 Interest	Goldman Sachs Financial Square Govt Fund	31
Regions Series 2020 Prepayment	Goldman Sachs Financial Square Govt Fund	3,181
Regions Series 2020 Sinking Fund	Goldman Sachs Financial Square Govt Fund	316
Regions Series 2020 Redemption	Goldman Sachs Financial Square Govt Fund	1,744
Regions Series 2021 A-2 Revenue	Goldman Sachs Financial Square Govt Fund	14,033
Regions Series 2021 A-2 Reserves	Goldman Sachs Financial Square Govt Fund	149,095
Regions Series 2021 A-2 Interest	Goldman Sachs Financial Square Govt Fund	99
Regions Series 2021 A-2 Prepayment	Goldman Sachs Financial Square Govt Fund	252
Regions Series 2021 A-2 Sinking Fund	Goldman Sachs Financial Square Govt Fund	133
Regions Series 2021 A-3 Revenue	Goldman Sachs Financial Square Govt Fund	10,292
Regions Series 2021 A-3 Reserves	Goldman Sachs Financial Square Govt Fund	202,959
Regions Series 2021 A-3 Interest	Goldman Sachs Financial Square Govt Fund	311
Regions Series 2021 A-3 Sinking Fund	Goldman Sachs Financial Square Govt Fund	509
	Total Debt Service Fund Investments	\$ 817,864
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	97,476
Regions Series 2020 Construction	Goldman Sachs Financial Square Govt Fund	10,120
Regions Series 2021 A-2 Construction	Goldman Sachs Financial Square Govt Fund	11,608
Regions Series 2021 A-3 Construction	Goldman Sachs Financial Square Govt Fund	71,126
	Total Capital Projects Fund Investments	\$ 190,331

**Summer Woods Community Development District
Summary A/R Ledger
From 12/01/2023 to 12/31/2023**

Fund_ID	Fund Name	Customer	Invoice Number	AR Account	Date	Balance Due	
193, 2190	193-001	193 General Fund	Manatee County Tax Collector	AR00001208	12110	10/01/2023	305,737.57
Sum for 193, 2190							305,737.57
193, 2191	193-200	193 Debt Service Fund S2018	Manatee County Tax Collector	AR00001208	12110	10/01/2023	57,664.75
Sum for 193, 2191							57,664.75
193, 2192	193-201	193 Debt Service Fund S2020	Manatee County Tax Collector	AR00001208	12110	10/01/2023	84,913.94
Sum for 193, 2192							84,913.94
193, 2193	193-202	193 Debt Service Fund S2021	Manatee County Tax Collector	AR00001208	12110	10/01/2023	35,452.90
	193-202	193 Debt Service Fund S2021	Manatee County Tax Collector	AR00001208	12110	10/01/2023	96,128.35
Sum for 193, 2193							131,581.25
Sum for 193							579,897.51
Sum Total							579,897.51

See Notes to Unaudited Financial Statements

**Summer Woods Community Development District
Summary A/P Ledger
From 12/1/2023 to 12/31/2023**

Fund Name	GL posting date	Vendor name	Document number	Description	Balance Due
193, 2190					
193 General Fund	12/28/2023	Eco-Logic Services, LLC	3528	Maintenance of Planted Ponds 26, 27, 28, & 29 12/23	775.00
193 General Fund	12/27/2023	Kutak Rock, LLP	3328573	Legal Services 11/23	2,184.36
193 General Fund	12/27/2023	Manatee County Utilities Department	MCUD Summary 12/23	MCUD Summary 12/23	496.94
193 General Fund	12/27/2023	Manatee County Utilities Department	MCUD Summary 12/23	MCUD Summary 12/23	1,265.17
193 General Fund	12/31/2023	Peace River Electric Cooperative, Inc.	185639004 12/23	9324 Westernwoods Ave 12/23	59.35
193 General Fund	12/27/2023	Peace River Electric Cooperative, Inc.	AUTO PAY 12/23	Electric Summary 12/23	182.31
193 General Fund	12/22/2023	Rizzetta & Company, Inc.	INV0000086339	Personnel Reimbursement 12/22/23	896.71
Sum for 193, 2190					5,859.84
Sum for 193					5,859.84
Sum Total					5,859.84

**SUMMER WOODS
COMMUNITY DEVELOPMENT DISTRICT**

Custody Account - Series 2021 AA2 & AA3

Construction Custody Account Activity Through December 31, 2024

Inflows: **Developer Contribution** **\$ 4,734,588.05**

Total Developer Contributions: **4,734,588.05**

Total Inflows **\$ 4,734,588.05**

Outflows:

Requisition Date	Number	Contractor	Amount	Status As of 12/31/24
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, LLC	(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
04/14/23	CUS37	Armorock, LLC	(17,800.00)	Cleared
05/04/23	CUS38	GeoPoint Surveying, Inc.	(1,280.00)	Cleared

**SUMMER WOODS
COMMUNITY DEVELOPMENT DISTRICT**

Custody Account - Series 2021 AA2 & AA3

Construction Custody Account Activity Through December 31, 2024

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
09/30/23	CUS44	Morris Engineering & Consulting, LLC	(8,425.00)	Cleared
09/30/23	CUS45	Morris Engineering & Consulting, LLC	(9,264.10)	Cleared
11/27/23	CUS46	Morris Engineering & Consulting, LLC	(3,700.00)	Cleared

Total Requisitions: (4,726,264.30)

Total Requisitions: (4,726,264.30)

Total Outflows: (4,726,264.30)

Series 2021 AA2 & AA 3 Construction Custody Account Balance at December 31, 2024: \$ 8,323.75

Summer Woods Community Development District
Notes to Unaudited Financial Statements
December 31, 2023

Balance Sheet

1. Trust statement activity has been recorded through 12/31/23.
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 FY23-24 Assessment Resolution adopted by the Board of Supervisors, (b) pursuant to Florida Statutes, Chapter 197 for assessments levied via the county tax roll.

Tab 8

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, November 2, 2023 at 10:30 a.m.** at the Eagle Pointe Clubhouse, located at 11450 Moonsail Dr., Parrish, FL 34219.

Present and constituting a quorum were:

Candice Bain	Board Supervisor, Chairman
Alyssa Livingstone	Board Supervisor, Assistant Secretary
Chris Sullivan	Board Supervisor, Assistant Secretary
Matthew Ruxton	Board Supervisor, Assistant Secretary

Also present were:

Matt O’Nolan	District Manager, Rizzetta & Company, Inc.
Jere Earlywine	District Counsel, Kutack Rock
Audience	Present

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 comments regarding trimming down landscaping at the High Noon exit and better upkeep at the playground and pool areas.

47 **THIRD ORDER OF BUSINESS**

STAFF REPORTS

48
49
50 **A. Landscape Inspection Report**

51 The Board reviewed the Landscape Inspection Report.

52
53
54 The Board requested an update on when the mulching will occur.

55
56 **B. Waterway Management Report**

57 The Board reviewed the Waterway report.

58
59
60 The Board requested an updated map with pond numbers from Superior Waterway.

61
62 **C. Operational Managers Report**

63 The Board reviewed the Operational Manager's Report. There were no questions or
64 concerns.
65

66
67 **D. District Counsel**

68 **1. Acquisition of Phase IIIB and IVB Utilities and Roadway Improvements**

69

On a Motion by Ms. Bain, seconded by Mr. Ruxton, with all in favor, the Board of Supervisors approved the acquisition of Phase IIIB and IVB Utilities and Roadway Improvements, for the Summer Woods Community Development District.
--

70
71
72 **E. District Engineer**

73 Not present. No report.

74
75 **F. District Manager**

76 Mr. O'Nolan advised the next regular scheduled meeting of the Board of
77 Supervisors is scheduled for Thursday, February 1, 2023 at 10:30 am.

78
79 **1. Review of District Manager Report**

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

81
82
83 **2. Review of Financial Statement**

84
85 The Board reviewed the latest Financial Statement. There were no questions
86 or concerns.

87 **FOURTH ORDER OF BUSINESS** **Consideration of Minutes of the Board of**
88 **Supervisors' Meeting held on August 3,**
89 **2023**
90

On a Motion by Ms. Bain, seconded by Mr. Ruxton, with all in favor, the Board approved the Minutes of the Board of Supervisor's Meeting held on August 3, 2023, for the Summer Woods Community Development District.

91
92 **FIFTH ORDER OF BUSINESS** **Ratification of the Maintenance**
93 **Expenditures for the Months of July,**
94 **August & September 2023**
95

On a Motion by Ms. Bain, seconded by Ms. Livingstone, with all in favor, the Board ratified the Operation and Maintenance Expenditures for the Months of July (\$41,365.42), August (\$56,997.52) & September (\$56,943.70) 2023, for the Summer Woods Community Development District.

96
97
98 **SIXTH ORDER OF BUSINESS** **Ratification of Eco-Logic Contract Pond**
99 **Maintenance**
100

On a Motion by Mr. Ruxton, seconded by Mr. Sullivan, with all in favor, the Board of Supervisors ratified the Eco- Logic Pond maintenance contract, for the Summer Woods Community Development District.

101
102 **SEVENTH ORDER OF BUSINESS** **Ratification of Eco-Logic Contract**
103 **Summer Woods Phase 3 and 4**
104

On a Motion by Ms. Bain, seconded by Mr. Sullivan, with all in favor, the Board of Supervisors ratified the Eco-Logic Summer Woods Phase 3 and 4 contract, for the Summer Woods Community Development District.

105
106 **EIGHTH ORDER OF BUSINESS** **Consideration of Trash Can Enclosure**
107

On a Motion by Ms. Bain, seconded by Mr. Ruxton, with all in favor, the Board of Supervisors approved the trash can enclosures estimate from Nick Knows, in the amount of \$1,950.00, for the Summer Woods Community Development District.

108
109
110
111

112 **NINETH ORDER OS BUSINESS** **Consideration of Professional District**
113 **Services Contract Addendum**
114

On a Motion by Ms. Bain, seconded by Mr. Ruxton, with all in favor, the Board of Supervisors approved the Professional District Services Contract Addendum, for the Summer Woods Community Development District.

115
116
117 **TENTH ORDER OF BUSINESS** **Discussion of Pool Heater**
118

119 The Board requested proposals for Geothermal pool heating.
120

121 **ELEVENTH ORDER OF BUSINESS** **Consideration of Reserve Study**
122 **Proposals**
123

On a Motion by Mr. Ruxton, seconded by Mr. Sullivan, with all in favor, the Board of Supervisors approved the reserve study proposal from Independent Works, in the amount of \$2,795.00, for the full reserve study with 2 annual updates, pending a draft from counsel that will allow the updates to be optional, for the Summer Woods Community Development District.

124
125 **TWELFTH ORDER OF BUSINESS** **Presentation of 3rd Quarter Website**
126 **Audit**
127

128 The Board reviewed the 3rd Quarter Website Audit. There were no questions or concerns
129

130 **THIRTEENTH ORDER OF BUSINESS** **Consideration of Revised Lighting**
131 **Agreement, First Amendment**
132

On a Motion by Mr. Ruxton, seconded by Mr. Sullivan, with all in favor, the Board of Supervisors approved the Revised Lighting Agreement, First Amendment, for the Summer Woods Community Development District.

133
134
135 **FOURTEENTH ORDER OF BUSINESS** **Supervisor Requests and Audience**
136 **Comments**
137

138 Sign posted at the Clubhouse with Marcsss Security contact information on it for residents
139 to contact if needed.
140
141

142 **FIFTEENTH ORDER OF BUSINESS** **Adjournment**

143
144 Mr. O’Nolan stated there was no further business to come before the Board and asked for
145 a motion to adjourn the meeting.

146

On a Motion by Mr. Sullivan, seconded by Mr. Ruxton, with all in favor, the Board, Adjourned the Meeting at 11:08 a.m., for the Summer Woods Community Development District.

147
148
149
150
151 _____
Secretary / Assistant Secretary

Chairman / Vice Chairman

Tab 9

Summer Woods Community Development District

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

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

www.summerwoodscdd.org

Operations and Maintenance Expenditures

For Board Approval

October 2023

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

The total items being presented: **\$123,793.67**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

Summer Woods Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
ADT Commercial	100253	152193552	Security System Services 10/23	\$ 172.09
BrightView Landscape Services, Ir	100255	8600312	Irrigation Repairs 09/23	\$ 424.23
BrightView Landscape Services, Inc.	100255	8604019	Monthly Landscape Maintenance 10/23	\$ 16,418.42
BrightView Landscape Services, Inc.	100255	8622582	Fertilizer Application 09/23	\$ 1,533.75
Doody Free	100256	25729	Dog Station Maintenance 10/23	\$ 388.00
Eagle Pointe CDD	100257	102023 Eagle Pointe CDD	Reimburse FY22/23 Eagle Pointe CDD Payroll	\$ 13,999.07
Eco-Logic Services, LLC	100258	3232	Plant Installation in Preserve - Starlight Loop 10/23	\$ 1,325.00
Egis Insurance Advisors, LLC	100259	19857	Policy #100123348 10/01/2023-10/01/2024 Florida Insurance Alliance	\$ 34,433.00
HV Solar Lighting, LLC	100260	65-193	Street Lights 10/23	\$ 11,165.00
Innersync Studio, Ltd	100261	21725	ADA Website Quarterly 10/23	\$ 384.38
Jan-Pro of Manasota	100262	1241	Janitorial Supplies 10/23	\$ 123.33
Jan-Pro of Manasota	100262	78519	Janitorial Service 10/23	\$ 1,095.00
Kutak Rock, LLP	100250	3282786	Legal Services 08/23	\$ 3,262.28

Summer Woods Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Manatee County Utilities Department	100249	MCUD Summary 09/23	MCUD Summary 09/23	\$ 1,523.55
Marc Security Services LLC	100263	1167	Security Gate Services 10/23	\$ 7,292.80
McClatchy Company, LLC	100264	214786	Legal Advertising 09/23	\$ 84.24
Peace River Electric Cooperative, Inc.	100251	185639004 09/23	9324 Westernwoods Ave 09/23	\$ 104.22
Rizzetta & Company, Inc.	100248	INV0000084013	Assessment Roll Preparation FY23/24	\$ 5,736.00
Rizzetta & Company, Inc.	100249	INV0000084109	District Management Fees 10/23	\$ 5,277.01
Rizzetta & Company, Inc.	100252	INV0000084271	Personnel Reimbursement 09/30/23	\$ 13,999.07
Rizzetta & Company, Inc.	100254	INV0000084333	Personnel Reimbursement 10/13/23	\$ 1,279.49
Summer Woods CDD			Debit Card Replenishment 10/23	\$ 39.74
Suncoast Pool Service, Inc.	100265	9742	Monthly Pool Cleaning & Maintenance 10/23	\$ 1,534.00
Superior Waterway Services, Inc.	100266	90268	Lake Maintenance 10/23	<u>\$ 2,200.00</u>
Report Total				<u>\$ 123,793.67</u>



Invoice 152193552

adtcommercial.com

Account Number	Invoice Date	Payment Due Date	PO Number	Amount Due
40044430	09/19/2023	10/14/2023		\$172.09

Take action now with eSuite

See reverse side for details.

Payment Options

Pay online 24/7
esuite.adt.com/ExpressPay

Pay by phone
1.800.606.3535

Mail by check
Include the section below

Manage Your Account
Update billing information,
view past invoices and more
esuite.adt.com

Questions?
adtcommercial.com
Email: ComCare@adt.com
1.855.238.2666



Description

SUMMER WOODS CDD 11205 DAYBREAK GLN
Services Provided (10/18/23 - 11/17/23)
Includes: eSuite Services, Extended Service Plan, Secure Access

Sub Total
INVOICE AMOUNT DUE

RECEIVED
OCT - 2 2023

Amount
\$172.09
\$172.09
\$172.09



Thank you for choosing ADT Commercial

You will be charged a \$25.00 fee for any payment returned.
Make checks payable to ADT Commercial and please include your account number.

Please detach this portion and send with your payment.



P.O. Box 49292 | Wichita, KS 67201

Invoice Number 152193552
Account Number 40044430
Invoice Date 09/19/2023
Payment Due Date 10/14/2023
Amount Due \$172.09

Amount Enclosed \$

Please check box if your billing address has changed, and indicate changes on back.

Powered by Experience. Driven by Excellence.™

1oz - #10 - 1277 - 1425
SUMMER WOODS COMM. DEVELOPMENT
DEVELOPMENT DISTRICT STE 200
3434 COLWELL AVE
TAMPA FL 33614-8390

ADT COMMERCIAL
PO BOX 219044
KANSAS CITY MO 64121-9044



0000 01 040044430 00000017209 6 152193552 6



INVOICE

Sold To: 23023002
Summer Woods CDD
c/o Rizzetta and Company
3434 Colwell Ave Ste 200
Tampa FL 33614

Customer #: 23023002
Invoice #: 8600312
Invoice Date: 9/22/2023
Sales Order: 8223749
Cust PO #:

Project Name: Summerwoods Irrigation Inspection Proposal 9-7-23
Project Description: Repairs Needed

Job Number	Description	Amount
340500121	Summerwoods CDD East Monument Controller High Noon Controller	424.23
RECEIVED 10/13/23		Total Invoice Amount 424.23
		Taxable Amount
		Tax Amount
		Balance Due 424.23

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 813 641-3672

Please detach stub and remit with your payment

Payment Stub

Customer Account #: 23023002
Invoice #: 8600312
Invoice Date: 9/22/2023

Amount Due: \$ 424.23

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

Summer Woods CDD
c/o Rizzetta and Company
3434 Colwell Ave Ste 200
Tampa FL 33614

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655



INVOICE

RECEIVED

OCT - 2 2023

Summer Woods CDD
c/o Rizzetta and Company
3434 Colwell Ave Ste 200
Tampa FL 33614

Customer #: 23023002
Invoice #: 8604019
Invoice Date: 10/1/2023
Cust PO #:

Job Number	Description	Amount
340500121	Summerwoods CDD Summer Woods CDD For October	16,418.42
Total invoice amount		16,418.42
Tax amount		
Balance due		16,418.42

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 813-641-3672

Please detach stub and remit with your payment

Did you know that BrightView now offers auto ACH as a payment method? Discover the convenience and safety of automatic ACH bill payment for your recurring billing. Please contact autopay@brightview.com or your branch point of contact for more information on how to sign up on Auto Pay.

Payment Stub

Customer Account#: 23023002
Invoice #: 8604019
Invoice Date: 10/1/2023

Amount Due: \$16,418.42

Thank you for allowing us to serve you

Please reference the invoice # on your check
and make payable to:

Summer Woods CDD
c/o Rizzetta and Company
3434 Colwell Ave Ste 200
Tampa FL 33614

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655



INVOICE

Sold To: 23023002
Summer Woods CDD
c/o Rizzetta and Company
3434 Colwell Ave Ste 200
Tampa FL 33614

Customer #: 23023002
Invoice #: 8622582
Invoice Date: 9/27/2023
Sales Order: 8241232
Cust PO #:

Job Number	Description	Amount
340500121	Summerwoods CDD Fert - September 2023 Palm Fert - \$200.00 Insecticide Spot Treatment (Trees, Ornamentals & Ground Covers) \$1,333.75	1,533.75
RECEIVED 10/16/23		Total Invoice Amount 1,533.75
		Taxable Amount
		Tax Amount
		Balance Due 1,533.75

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 813 641-3672

Please detach stub and remit with your payment

Payment Stub

Customer Account #: 23023002
Invoice #: 8622582
Invoice Date: 9/27/2023

Amount Due: \$ 1,533.75

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

Summer Woods CDD
c/o Rizzetta and Company
3434 Colwell Ave Ste 200
Tampa FL 33614

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655

Doody Free 941

8466 Lockwood Ridge Rd. Unit 258
Sarasota, FL 34243



INVOICE

INVOICE # 25729
DATE 10/01/2023
DUE DATE 10/31/2023
TERMS Net 30

BILL TO

Summer Woods CDD
C/O Rizzetta & Company
3434 Colwell Ave., Suite 200
Tampa, FL 33614

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY

AMOUNT

Dog Station
Dog Station Maintenance

388.00

To pay your invoice online, go to:
www.doodyfree941.com and click on the "Pay
Invoice" icon.

BALANCE DUE

\$388.00

RECEIVED
10/01/23

Ph. #: (941) -321-7821
Email: contact@doodyfree941.com
Website: www.doodyfree941.com

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel, Florida · (813) 994-1001
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.summerwoodscdd.org

Check Request

Amount: \$13,999.07

Date: 10/20/2023

Payable to: Eagle Pointe CDD

Address: 3434 Colwell Ave., Ste 200
Tampa, FL 33614

Description: Reimburse Summer Woods Payroll FY22/23

Requestor: Tiffany Judd, Senior Accountant

Coding: 57200-3300

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

Invoice

Date	Invoice #
9/30/2023	INV0000084271

Bill To:

Summer Woods CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614
--

Services for the month of	Terms	Client Number
September	Upon Receipt	00061

Description	Qty	Rate	Amount
Personnel Reimbursement	1.00	\$13,999.07	\$13,999.07
Subtotal			\$13,999.07
Total			\$13,999.07

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

Return	RET0000001651
Date	9/30/2023
Page	1

Bill To:

Eagle Pointe CDD
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Ship To:

Eagle Point CDD
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	00060				9/30/2023	100,725
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1.00	00060 ACTUAL BI-WEEKL	Personnel Reimbursement	One	\$0.00	\$13,999.07	\$13,999.07

Subtotal	\$13,999.07
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$13,999.07

From: [Susan Garcia](#)
To: [Tiffany Judd](#)
Cc: [Lucianno Mastrionni](#); [Michael Rodriguez](#); [Taylor Nielsen](#); [Matt O"Nolan](#); [Karla Pena](#); [Kaitlyn Gallant](#)
Subject: RE: Summer Woods - Review HOA Invoice - Amenity Services
Date: Friday, October 6, 2023 1:45:04 PM
Attachments: [EaglePointe-Summerwoods correction.xlsx](#)
[image001.png](#)
[Eagle Pointe CDD Credit.pdf](#)
[Summerwoods CDD Invoice.pdf](#)
[image003.png](#)
[image004.png](#)
[image007.png](#)
[image010.png](#)

Tiffany,

Attached is a credit for Eagle Pointe CDD and an invoice for Summer Woods CDD for Joseph McCallister's payroll expenses up thru 9/29/2023 pay date. I have also attached a spreadsheet showing the calculation. I dated the invoice and credit 9/30/2023 so it would show up in last fiscal year.

Going forward, Maxine has set up Summer Woods in ADP and has instructed Joe to clock in and out at that location when he is working there, so there should not be any more issues going forward.

Susan Garcia
Controller

Rizzetta & Company
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614
Phone: 813.514.0400

sgarcia@rizzetta.com

- Rizzetta.com



From: Michael Rodriguez <MRodriguez@rizzetta.com>
Sent: Wednesday, October 4, 2023 4:23 PM
To: Susan Garcia <SGarcia@rizzetta.com>
Cc: Lucianno Mastrionni <lmastrionni@rizzetta.com>
Subject: FW: Summer Woods - Review HOA Invoice - Amenity Services

Hi Susan,

Eco-Logic Services LLC

PO Box 18204
Sarasota, FL 34276

Invoice

Date	Invoice #
10/2/2023	3232

Bill To

Summerwoods CDD
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Summerwoods

Description	Amount
Provide and install plants in preserve behind 8515 Starlight Loop	1,325.00
RECEIVED 10/02/23	Total \$1,325.00

Phone # 941-312-1764

Pete@Eco-Logic-Services.com



INVOICE

Customer	Summer Woods Community Development District
Acct #	848
Date	09/18/2023
Customer Service	Kristina Rudez
Page	1 of 1

Summer Woods Community Development District
c/o Rizzetta & Company
3434 Colwell Ave., Ste 200
Tampa, FL 33614

Payment Information	
Invoice Summary	\$ 34,433.00
Payment Amount	
Payment for:	Invoice#19857
100123348	

Thank You

Please detach and return with payment



Customer: Summer Woods Community Development District

Invoice	Effective	Transaction	Description	Amount
19857	10/01/2023	Renew policy	Policy #100123348 10/01/2023-10/01/2024 Florida Insurance Alliance Package - Renew policy Due Date: 9/18/2023	34,433.00

Total
\$ 34,433.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:
 Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349

Remit Payment To: Egis Insurance Advisors P.O. Box 748555 Atlanta, GA 30374-8555	(321)233-9939 sclimer@egisadvisors.com	Date
		09/18/2023



PREMIUM SUMMARY

Summer Woods Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Term: October 1, 2023 to October 1, 2024

Quote Number: 100123348

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$28,146
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,458
Public Officials and Employment Practices Liability	\$2,829
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	\$34,433

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)

HV Solar Lighting, LLC

35 Joyce Lane
Woodbury, NY 11797

Invoice

Date	Invoice #
10/1/2023	65

Bill To
Summer Woods CDD 3434 Colwell Avenue Suite 200 Tampa, FL 33614

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
October 2023	Due on receipt		10/1/2023			

Quantity	Item Code	Description	U/M	Price Each	Amount
203	Street Light	Street Light October 2023		55.00	11,165.00

			Total	\$11,165.00
--	--	--	--------------	-------------

E-mail
olga@exarchagroup.com



INVOICE

BILL TO

Summer Woods CDD
3434 Colwell Avenue
Suite 200
Tampa, FL 33614

INVOICE # 21725

DATE 10/01/2023

DUE DATE 10/16/2023

TERMS Net 15

DESCRIPTION	AMOUNT
CDD Website Services - Hosting, support and training	150.00
CDD Ongoing PDF Accessibility Compliance Service	234.38
<hr/>	
Quarterly service	BALANCE DUE
	\$384.38

RECEIVED
10/01/23

TFR Cleaning Services Inc dba Jan-Pro of
Manasota
7361 International Place #408
Sarasota, FL 34240

Invoice

10/10/2023 1241

Summerwoods CDD
C/O Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa FL 33614

P.O. No.	Terms	Due Date	Rep
SUPPLIES	Net 20	10/30/2023	

ORDER#7614621360 DATED:090823

123.33

ITEMS:(1cs) 55-60 Gal Trash Bags,(1cs) 2-Ply Jumbo Toilet Paper,(1Gal) Hand
Soap Refill,(1cs) 13 Gal Trash Bags

Sales Tax (0.0%) \$0.00

Total \$123.33

Balance Due \$123.33

Phone #	Fax #
941-907-8141	941-907-8142

TFR Cleaning Services Inc dba Jan-Pro of
Manasota
7361 International Place #408
Sarasota, FL 34240

Invoice

10/1/2023 78519

Summerwoods CDD
C/O Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa FL 33614

P.O. No.	Terms	Due Date	Rep
	Net 10	10/10/2023	259JM

FEES FOR
JANITORIAL SERVICES; Monthly Cleaning per Agreement

1,095.00

RECEIVED
10/02/23

LOCATION: Summer Woods 8715 Corkscrew Lane Parrish, FL 34219

Sales Tax (0.0%) \$0.00

Total \$1,095.00

Balance Due \$1,095.00

Phone #	Fax #
941-907-8141	941-907-8142

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

September 28, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3282786

Client Matter No. 38323-1

Notification Email: eftgroup@kutakrock.com

Summer Woods CDD

Rizzetta & Company

Unit 200

3434 Colwell Avenue

Tampa, FL 33614

Invoice No. 3282786

38323-1

Re: General Counsel

For Professional Legal Services Rendered

08/01/23	M. Eckert	0.10	39.50	Prepare for board meeting
08/01/23	A. Ligas	0.30	70.50	Review property appraiser letter and related real estate records
08/03/23	M. Eckert	3.80	1,501.00	Prepare for, travel to and attend board meeting; return travel; meeting follow up
08/09/23	B. Davenport	0.30	79.50	Prepare addendum to the holiday lighting agreement
08/10/23	B. Davenport	0.50	132.50	Prepare agreement for security proposal
08/16/23	J. Earlywine	0.10	29.50	Email regarding lighting agreement
08/22/23	B. Davenport	0.50	132.50	Discuss security services contract with district manager; revise security services contract
08/22/23	A. Ligas	0.20	47.00	Review security services agreement
08/24/23	J. Earlywine	0.20	59.00	Review and revise security agreement; email regarding same
08/25/23	B. Davenport	2.20	583.00	Review and analysis of limited offering memorandum and continuing disclosure statements for series 2021 (Assessment Area

KUTAK ROCK LLP

Summer Woods CDD
September 28, 2023
Client Matter No. 38323-1
Invoice No. 3282786
Page 2

				Three), 2021 (Assessment Area Two), and 2020 bonds; prepare reserve account spreadsheet
08/25/23	K. Ibarra	0.10	19.00	Research status of response to property appraiser's letter
08/30/23	B. Davenport	0.70	185.50	Revise reserve account spreadsheet; prepare letter and certificate of release for series 2021 (Assessment Area Two)
08/31/23	B. Davenport	0.90	238.50	Review and analysis of limited offering memorandum and continuing disclosure statements for series 2018A-1 (Assessment Area One), 2018A-2 (Assessment Area One); prepare reserve account spreadsheet

TOTAL HOURS 9.90

TOTAL FOR SERVICES RENDERED \$3,117.00

DISBURSEMENTS

Meals 20.60
Travel Expenses 124.68

TOTAL DISBURSEMENTS 145.28

TOTAL CURRENT AMOUNT DUE \$3,262.28

Summer Woods CDD
Manatee County Utilities Department
Month: 09/23 Dated: 09/27/23
Due: 10/18/23

<u>Account</u>	<u>Description</u>	<u>Service Address</u>	<u>Code</u>	<u>Amount</u>
164142	Irrigation	10904 High Noon Tr	53600-4318	\$ 394.50
164143	Irrigation	11336 Daybreak Gln	53600-4318	\$ 15.87
164144	Irrigation	8805 Summerwoods Dr	53600-4318	\$ 261.13
164145	Irrigation	11424 Daybreak Gln	53600-4318	\$ -
164146	Irrigation	11371 Daybreak Gln	53600-4318	\$ 9.96
164670	Irrigation	11205 Daybreak Gln	53600-4304	\$ 607.04
180030	Irrigation	9229 Westernwoods Ave	53600-4318	\$ 235.05

Summary	
001 53600-4304	\$ 607.04
001 53600-4314	\$ 916.51
Total	\$ 1,523.55

MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
 P. O. BOX 25010
 BRADENTON, FL 34206-5010
 PHONE: (941) 792-8811
 www.mymanatee.org/utilities

ACCOUNT NUMBER: 313378-164142
 SUMMER WOODS COMMUNITY
 DEVELOPMENT DISTRICT
 10904 HIGH NOON TRL

BILLING DATE: 27-SEP-2023
 DUE DATE: 18-OCT-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS	PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
Previous Balance:						630.18
Payments Received:						630.18
Balance Forward:						0.00
Reclaim Wtr Non-WasteWtr Cust			81436	91058	9622	
Reclaim Water Common Area						394.50
Total New Charges						394.50
Total Amount Due:						\$394.50

Effective for bills rendered on October 1st, 2023 and after, solid waste rates will increase as approved by the Board of County Commissioners on August 22, 2023. For additional information, visit www.mymanatee.org/utilities or call 941.792.8811.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
 P.O. BOX 25010
 BRADENTON, FLORIDA 34206-5010

SERVICE ADDRESS	10904 HIGH NOON TRL
ACCOUNT NUMBER	313378-164142
BILLING DATE	27-SEP-2023
DUE DATE	18-OCT-2023
TOTAL AMOUNT NOW DUE:	\$394.50

CHANGE OF MAILING ADDRESS
 (Check Box And See Reverse Side)

AMOUNT PAID

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE0927A 9000000089 00.0000.0080 89/1



SUMMER WOODS COMMUNITY DEVELOPMENT
 DISTRICT
 RIZZETTA AND COMP// TAYLOR N.
 3434 COLWELL AVE SUITE 200
 TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
 PO BOX 25350
 BRADENTON FL 34206-5350

000313378Z00000394500164142

MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
 P. O. BOX 25010
 BRADENTON, FL 34206-5010
 PHONE: (941) 792-8811
 www.mymanatee.org/utilities

ACCOUNT NUMBER: 313378-164143
 SUMMER WOODS COMMUNITY
 DEVELOPMENT DISTRICT
 11336 DAYBREAK GLN

BILLING DATE: 27-SEP-2023
 DUE DATE: 18-OCT-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS	PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
Previous Balance:						19.76
Payments Received:						19.76
Balance Forward:						0.00
Reclaim Wtr Non-WasteWtr Cust			6928	7315	387	
Reclaim Water Common Area						15.87
Total New Charges						15.87
Total Amount Due:						\$15.87

Effective for bills rendered on October 1st, 2023 and after, solid waste rates will increase as approved by the Board of County Commissioners on August 22, 2023. For additional information, visit www.mymanatee.org/utilities or call 941.792.8811.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
 P.O. BOX 25010
 BRADENTON, FLORIDA 34206-5010

SERVICE ADDRESS	11336 DAYBREAK GLN
ACCOUNT NUMBER	313378-164143
BILLING DATE	27-SEP-2023
DUE DATE	18-OCT-2023
TOTAL AMOUNT NOW DUE:	\$15.87

CHANGE OF MAILING ADDRESS
 (Check Box And See Reverse Side)

AMOUNT PAID

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE0927A 9000000088 00.0000.0079 88/1



SUMMER WOODS COMMUNITY DEVELOPMENT
 DISTRICT
 RIZZETTA AND COMP// TAYLOR N.
 3434 COLWELL AVE SUITE 200
 TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
 PO BOX 25350
 BRADENTON FL 34206-5350

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MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
 P. O. BOX 25010
 BRADENTON, FL 34206-5010
 PHONE: (941) 792-8811
 www.mymanatee.org/utilities

ACCOUNT NUMBER: 313378-164144
 SUMMER WOODS COMMUNITY
 DEVELOPMENT DISTRICT
 8805 SUMMERWOODS DR

BILLING DATE: 27-SEP-2023
 DUE DATE: 18-OCT-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS	PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
Previous Balance:						454.82
Payments Received:						454.82
Balance Forward:						0.00
Reclaim Wtr Non-WasteWtr Cust			161752	168121	6369	
Reclaim Water Common Area						261.13
Total New Charges						261.13
Total Amount Due:						\$261.13

Effective for bills rendered on October 1st, 2023 and after, solid waste rates will increase as approved by the Board of County Commissioners on August 22, 2023. For additional information, visit www.mymanatee.org/utilities or call 941.792.8811.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
 P.O. BOX 25010
 BRADENTON, FLORIDA 34206-5010

SERVICE ADDRESS	8805 SUMMERWOODS DR
ACCOUNT NUMBER	313378-164144
BILLING DATE	27-SEP-2023
DUE DATE	18-OCT-2023
TOTAL AMOUNT NOW DUE:	\$261.13

CHANGE OF MAILING ADDRESS
 (Check Box And See Reverse Side)

AMOUNT PAID

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE0927A 9000000087 00.0000.0078 87/1



SUMMER WOODS COMMUNITY DEVELOPMENT
 DISTRICT
 RIZZETTA AND COMP// TAYLOR N.
 3434 COLWELL AVE SUITE 200
 TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
 PO BOX 25350
 BRADENTON FL 34206-5350

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MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
 P. O. BOX 25010
 BRADENTON, FL 34206-5010
 PHONE: (941) 792-8811
 www.mymanatee.org/utilities

ACCOUNT NUMBER: 313378-164145
 SUMMER WOODS COMMUNITY
 DEVELOPMENT DISTRICT
 11424 DAYBREAK GLN

BILLING DATE: 27-SEP-2023
 DUE DATE: 18-OCT-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS	PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
Previous Balance:						0.00
Payments Received:						0.00
Balance Forward:						0.00
Reclaim Wtr Non-WasteWtr Cust			5723	5723		
Reclaim Water Common Area						
Total New Charges						
Total Amount Due:						\$0.00

Effective for bills rendered on October 1st, 2023 and after, solid waste rates will increase as approved by the Board of County Commissioners on August 22, 2023. For additional information, visit www.mymanatee.org/utilities or call 941.792.8811.

Credit Balance Do Not Pay

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
 P.O. BOX 25010
 BRADENTON, FLORIDA 34206-5010

SERVICE ADDRESS	11424 DAYBREAK GLN
ACCOUNT NUMBER	313378-164145
BILLING DATE	27-SEP-2023
DUE DATE	18-OCT-2023
TOTAL AMOUNT NOW DUE:	\$0.00

CHANGE OF MAILING ADDRESS
 (Check Box And See Reverse Side)

AMOUNT PAID

DO NOT PAY

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE0927A 9000000085 00.0000.0076 85/1



SUMMER WOODS COMMUNITY DEVELOPMENT
 DISTRICT
 RIZZETTA AND COMP// TAYLOR N.
 3434 COLWELL AVE SUITE 200
 TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
 PO BOX 25350
 BRADENTON FL 34206-5350

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MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
 P. O. BOX 25010
 BRADENTON, FL 34206-5010
 PHONE: (941) 792-8811
 www.mymanatee.org/utilities

ACCOUNT NUMBER: 313378-164146
 SUMMER WOODS COMMUNITY
 DEVELOPMENT DISTRICT
 11371 DAYBREAK GLN

BILLING DATE: 27-SEP-2023
 DUE DATE: 18-OCT-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS	PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
Previous Balance:						22.68
Payments Received:						22.68
Balance Forward:						0.00
Reclaim Wtr Non-WasteWtr Cust			3622	3865	243	
Reclaim Water Common Area						9.96
Total New Charges						9.96
Total Amount Due:						\$9.96

Effective for bills rendered on October 1st, 2023 and after, solid waste rates will increase as approved by the Board of County Commissioners on August 22, 2023. For additional information, visit www.mymanatee.org/utilities or call 941.792.8811.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
 P.O. BOX 25010
 BRADENTON, FLORIDA 34206-5010

SERVICE ADDRESS	11371 DAYBREAK GLN
ACCOUNT NUMBER	313378-164146
BILLING DATE	27-SEP-2023
DUE DATE	18-OCT-2023
TOTAL AMOUNT NOW DUE:	\$9.96

CHANGE OF MAILING ADDRESS
 (Check Box And See Reverse Side)

AMOUNT PAID

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE0927A 9000000082 00.0000.0073 82/1



SUMMER WOODS COMMUNITY DEVELOPMENT
 DISTRICT
 RIZZETTA AND COMP// TAYLOR N.
 3434 COLWELL AVE SUITE 200
 TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
 PO BOX 25350
 BRADENTON FL 34206-5350

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MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
 P. O. BOX 25010
 BRADENTON, FL 34206-5010
 PHONE: (941) 792-8811
 www.mymanatee.org/utilities

ACCOUNT NUMBER: 313378-164670
 SUMMER WOODS COMMUNITY
 DEVELOPMENT DISTRICT
 11205 DAYBREAK GLN

BILLING DATE: 27-SEP-2023
 DUE DATE: 18-OCT-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS		PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
			Previous Balance:				1,115.46
			Payments Received:				1,115.91
			Balance Forward:				-0.45
08/18	09/21	34	Wtr Com. Individual Water Usage	15394	15891	497	128.23
			Cost Of Basic Service				41.05
			Swr Com Individual Sewer Usage				283.79
			Cost Of Basic Service				114.04
			F2_Com. Solid Waste Commercial Can				40.38
			Total New Charges				607.49
Total Amount Due:							\$607.04

Effective for bills rendered on October 1st, 2023 and after, solid waste rates will increase as approved by the Board of County Commissioners on August 22, 2023. For additional information, visit www.mymanatee.org/utilities or call 941.792.8811.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
 P.O. BOX 25010
 BRADENTON, FLORIDA 34206-5010

SERVICE ADDRESS	11205 DAYBREAK GLN
ACCOUNT NUMBER	313378-164670
BILLING DATE	27-SEP-2023
DUE DATE	18-OCT-2023
TOTAL AMOUNT NOW DUE:	\$607.04

CHANGE OF MAILING ADDRESS
 (Check Box And See Reverse Side)

AMOUNT PAID

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE0927A 9000000084 00.0000.0075 84/1



SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
 RIZZETTA AND COMP// TAYLOR N.
 3434 COLWELL AVE SUITE 200
 TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
 PO BOX 25350
 BRADENTON FL 34206-5350

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MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
 P. O. BOX 25010
 BRADENTON, FL 34206-5010
 PHONE: (941) 792-8811
 www.mymanatee.org/utilities

ACCOUNT NUMBER: 313378-180030
 SUMMER WOODS COMMUNITY
 DEVELOPMENT DISTRICT
 9229 WESTERNWOODS AVE

BILLING DATE: 27-SEP-2023
 DUE DATE: 18-OCT-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS	PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
Previous Balance:						374.90
Payments Received:						374.90
Balance Forward:						0.00
Reclaim Wtr Non-WasteWtr Cust			36375	42108	5733	
Reclaim Water Common Area						235.05
Total New Charges						235.05
Total Amount Due:						\$235.05

Effective for bills rendered on October 1st, 2023 and after, solid waste rates will increase as approved by the Board of County Commissioners on August 22, 2023. For additional information, visit www.mymanatee.org/utilities or call 941.792.8811.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
 P.O. BOX 25010
 BRADENTON, FLORIDA 34206-5010

SERVICE ADDRESS	9229 WESTERNWOODS AVE
ACCOUNT NUMBER	313378-180030
BILLING DATE	27-SEP-2023
DUE DATE	18-OCT-2023
TOTAL AMOUNT NOW DUE:	\$235.05

CHANGE OF MAILING ADDRESS
 (Check Box And See Reverse Side)

AMOUNT PAID

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE0927A 9000000090 00.0000.0081 90/1



SUMMER WOODS COMMUNITY DEVELOPMENT
 DISTRICT
 RIZZETTA AND COMP// TAYLOR N.
 3434 COLWELL AVE SUITE 200
 TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
 PO BOX 25350
 BRADENTON FL 34206-5350

00031337&Z000002350501&0030

MARC SECURITY SERVICES

5118 N 56th St Ste 122

FL US

+1 8772626372

invoices@marcss.com



BILL TO

SUMMER WOODS COMMUNITY

DEVELOPMENT DISTRICT

3434 COLWELL AVENUE

SUITE 200

TAMPA, FL 33614 USA

INVOICE 1167

DATE 10/15/2023 TERMS Net 15

DUE DATE 10/30/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/02/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/03/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/04/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/05/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/06/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/07/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/08/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/09/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/10/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/11/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/12/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/13/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/14/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/15/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/15/2023	VEHICLE PATROL WITH FUEL	FUEL INCLUDED	248	7.10	1,760.80
10/16/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/17/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/18/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/19/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/20/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/21/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/22/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/23/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/24/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/25/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/26/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/27/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/28/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/29/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/30/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
10/31/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40

SUBTOTAL	7,292.80
TAX	0.00
TOTAL	7,292.80

TOTAL DUE	\$7,292.80
------------------	-------------------

RECEIVED
10/15/23



Beaufort Gazette
 Belleville News-Democrat
 Bellingham Herald
 Bradenton Herald
 Centre Daily Times
 Charlotte Observer
 Columbus Ledger-Enquirer
 Fresno Bee

The Herald - Rock Hill
 Herald Sun - Durham
 Idaho Statesman
 Island Packet
 Kansas City Star
 Lexington Herald-Leader
 Merced Sun-Star
 Miami Herald

el Nuevo Herald - Miami
 Modesto Bee
 Raleigh News & Observer
 The Olympian
 Sacramento Bee
 Fort Worth Star-Telegram
 The State - Columbia
 Sun Herald - Biloxi

Sun News - Myrtle Beach
 The News Tribune Tacoma
 The Telegraph - Macon
 San Luis Obispo Tribune
 Tri-City Herald
 Wichita Eagle

SUMMER WOODS CDD
 Attn: Accounts Payable
 3434 Colwell Ave,
 Suite 200
 Tampa, Florida 33614

SEPTEMBER INVOICE	
Invoice No.:	214786
Invoice Date:	09/30/2023
Due Date:	10/30/2023
Bill-To Account:	24733
Sales Rep:	Christy Habony

Dates	Order No.	Description	Product	Size	Billed Units	Times Run	Net Amount
09/20/2023 - 09/20/2023	467663	Print Legal Ad-IPL01400050 IPL0140005	BRD-Bradenton Herald Legal Legals & Public Notices CLS	1 x 71 L	71 L	1	\$84.24

September Summary	
Amount Due:	\$84.24

RECEIVED
 10/02/23

 Please Return This Portion With Your Payment (Thank You)

McClatchy Company LLC
 PO Box 510150
 Livonia MI 48151

ADVERTISING INVOICE

SUMMER WOODS CDD
 Attn: Accounts Payable
 3434 Colwell Ave,
 Suite 200
 Tampa, Florida 33614

SEPTEMBER INVOICE	
Invoice No.:	214786
Account No.:	24733
Account Name:	SUMMER WOODS CDD
Amount Due:	\$84.24

Email questions to ssccreditandcollections@mcclatchy.com

McClatchy Company LLC
 PO Box 510150
 Livonia MI 48151

0000024733 0000214786 000008424 5



Beaufort Gazette
 Belleville News-Democrat
 Bellingham Herald
 Bradenton Herald
 Centre Daily Times
 Charlotte Observer
 Columbus Ledger-Enquirer
 Fresno Bee

The Herald - Rock Hill
 Herald Sun - Durham
 Idaho Statesman
 Island Packet
 Kansas City Star
 Lexington Herald-Leader
 Merced Sun-Star
 Miami Herald

el Nuevo Herald - Miami
 Modesto Bee
 Raleigh News & Observer
 The Olympian
 Sacramento Bee
 Fort Worth Star-Telegram
 The State - Columbia
 Sun Herald - Biloxi

Sun News - Myrtle Beach
 The News Tribune Tacoma
 The Telegraph - Macon
 San Luis Obispo Tribune
 Tri-City Herald
 Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
24733	467663	Print Legal Ad-IPL01400050 - IPL0140005		\$84.24	1	71L

Attention: Tiffany
 SUMMER WOODS CDD
 3434 Colwell Ave,
 Suite 200
 Tampa, Florida 33614
 adavis@rizzetta.com

**NOTICE OF PUBLIC MEETING
 DATES
 SUMMER WOODS
 COMMUNITY DEVELOPMENT
 DISTRICT**

The Board of Supervisors of Summer Woods Community Development District will hold its regular monthly meetings for the Fiscal Year 2023/2024 on the dates as follows:

- November 2, 2023
- February 1, 2024
- May 2, 2024
- August 1, 2024

All meetings will convene at 10:30 a.m. and will be held at the Eagle Pointe Clubhouse, located at 11450 Moonsail Dr., Parrish, FL 34219. The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for these meetings and workshops may be obtained by contacting the District Office, Rizzetta & Company, Inc., by mail at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614, or by phone at (813) 533-2950, or by visiting the District's website: www.SummerWoodsCDD.org.

There may be occasions when one or more Supervisors will participate by telephone. At the above location there will be present a speaker telephone so that any person can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication. Each meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

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

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting 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.

Matt O'Nolan
 District Manager
 IPL0140005
 Sep 20 2023

THE STATE OF TEXAS COUNTY OF DALLAS

Before the undersigned authority personally appeared Crystal Trunick, who, on oath, says that she is a Legal Advertising Representative of The Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida; that the attached copy of the advertisement, being a Legal Advertisement in the matter of Public Notice, was published in said newspaper in the issue(s) of:
 1 insertion(s) published on:
 09/20/23

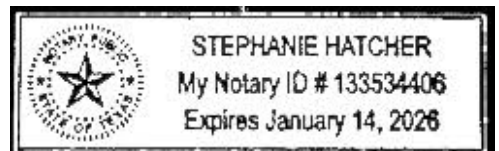
THE STATE OF FLORIDA COUNTY OF MANATEE

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

Sworn to and subscribed before me this 21th day of September in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
 Legal document please do not destroy!



Peace River Electric Cooperative, Inc.

Your Touchstone Energy® Cooperative

SUMMER WOODS CDD

Bill Date | 10/03/2023
Account # | 185639004
Member # | 168790

Customer Care | 800-282-3824 8am - 5pm M-F
Pay by Phone | 855-386-9924 24/7
Outage | 800-282-3824 24/7
Website | www.preco.coop

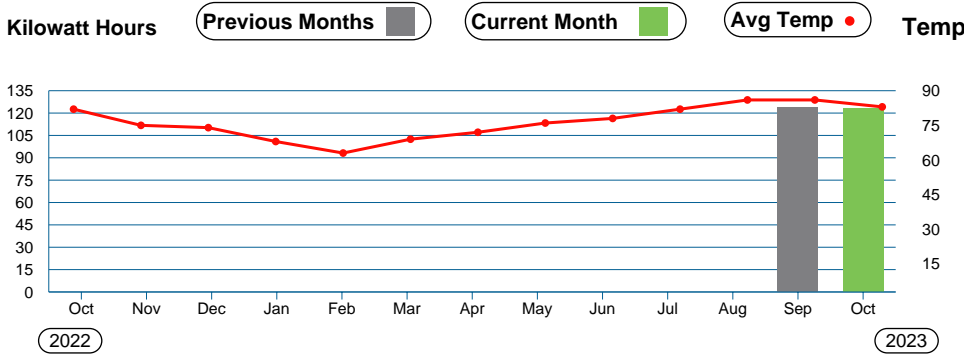


TOTAL AMOUNT DUE

\$104.22

Pay by
10/24/2023

Monthly Energy Use



Detailed usage information is available on the SmarHub App or www.preco.coop

Monthly Energy Use Comparison

123 kWh

This Month
31 Days

124 kWh

Last Month
30 Days

0 kWh

This Month
Last Year
0 Days

Your Average Daily Use

4 kWh

Use

\$1.34 Day

Cost
not including
taxes and fees

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



Peace River Electric Cooperative, Inc.

Your Touchstone Energy® Cooperative

PO Box 1310
210 Metheny Road
Wauchula, Florida 33873
800.282.3824

Account # | 185639004
Service Address | 9324 WESTERNWOODS AVE

Total Amount Due \$104.22
Pay by 10/24/2023

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



4 2227

SUMMER WOODS CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

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



110260185639004000010422000011422100320237

Account
185639004

Service Address
9324 WESTERNWOODS AVE

Service Description
MONUMENT

Board District
8

Meter #	Service Period		Readings		Meter Multiplier	kWh Usage	kW Reading
	From	To	Previous	Present			
38699836	08/25/2023	09/25/2023	263	386	1.0	123	0.302

Account Summary		Current Charges		GS-S
Previous Balance	\$47.24	Facilities Use Charge		\$28.00
Payment(s) Made	\$0.00	Energy Charge	123 kWh @ 0.121	\$14.88
Late Fee	\$10.00	CPA	123 kWh @ -0.011	-\$1.35
Balance Forward	\$57.24	Property Tax Recovery Fee		\$0.90
Current Charges	\$46.98	Gross Receipts Tax		\$1.09
Total Amount Due	\$104.22	Florida Sales Tax		\$3.02
		Manatee County Tax		\$0.44
		Total Current Charges		\$46.98
Total Amount Due				\$104.22

YOU COULD WIN A \$250 GIFT CARD

COOPERATIVE REWARDS

- Mailing Address or Phone Number Changes
- Permanent Temporary (from ___/___/___ to ___/___/___)

Mailing Address _____
 City _____ State _____ Zip _____
 Home Phone _____ Cell Phone _____

- Online**
Pay your bill at www.preco.coop
- Mobile App**
Download the SmartHub App from the App Store or Google Play.
- By Phone**
Call 855-386-9924 to make a payment.
- Locations**
Wauchula
210 Metheny Rd
Lakewood Ranch
14505 Arbor Green Trail

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

Invoice

Date	Invoice #
10/1/2023	INV0000084013

Bill To:

Summer Woods CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614
--

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

Description	Qty	Rate	Amount
Assessment Roll (Annual)	1.00	\$5,736.00	\$5,736.00
Subtotal			\$5,736.00
Total			\$5,736.00

RECEIVED
 09/21/23

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

Invoice

Date	Invoice #
10/1/2023	INV0000084109

Bill To:

Summer Woods CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614
--

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

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,720.92	\$1,720.92
Administrative Services	1.00	\$430.25	\$430.25
Email Accounts, Admin & Maintenance	3.00	\$20.00	\$60.00
Financial & Revenue Collections	1.00	\$344.17	\$344.17
Landscape Consulting Services	1.00	\$700.00	\$700.00
Management Services	1.00	\$1,921.67	\$1,921.67
Website Compliance & Management	1.00	\$100.00	\$100.00
		Subtotal	\$5,277.01
		Total	\$5,277.01

RECEIVED
 09/21/23

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

Invoice

Date	Invoice #
9/30/2023	INV0000084271

Bill To:

Summer Woods CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614
--

Services for the month of	Terms	Client Number
September	Upon Receipt	00061

Description	Qty	Rate	Amount
Personnel Reimbursement	1.00	\$13,999.07	\$13,999.07
Subtotal			\$13,999.07
Total			\$13,999.07

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

Invoice

Date	Invoice #
10/13/2023	INV0000084333

Bill To:

Summer Woods CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614
--

Services for the month of	Terms	Client Number
October	Upon Receipt	00061

Description	Qty	Rate	Amount
General Management & Oversight	1.00	\$280.00	\$280.00
Personnel Reimbursement	1.00	\$999.49	\$999.49

Subtotal	\$1,279.49
Total	\$1,279.49

RECEIVED
 10/13/23

**Summer Woods CDD
Clubhouse Debit Card
Date:**

Limit \$1,500.00
10/20/2023

*All Expenditures must be supported by receipts in order to be eligible for reimbursement.
Attach all receipts to this form.*

				Clubhouse	Clubhouse
				Maintenance & Repair	Misc Contingency
				001-57200-4647	57900-6409
Date	Vendor Name	Description	Amount		
09/15/23	Lowes	Broom & Dust Pan	(32.70)	(32.70)	
09/21/23	Amazon	Amazon Prime Monthly (ACH)	(7.04)		(7.04)
	TOTAL	001-10102	(39.74)	(32.70)	(7.04)

DM Approval: _____

Date: _____



LOWE'S HOME CENTERS, LLC
8740 US 301 NORTH
PARRISH, FL 34219 (941) 981-6760

- MILITARY - PERSONAL USE SALE -
- SALE -

SALES#: FSTLAN02 4760535 TRANS#: 12983586 09-15-23

2423242 RCP HVY DTY ANGLE BROOM(- 15.28
16.98 DISCOUNT EACH -1.70
36027 RCP LOBBY DUST PAN WITH W 15.28
16.98 DISCOUNT EACH -1.70

SUBTOTAL: 30.56
TOTAL TAX: 2.14
INVOICE 89467 TOTAL: 32.70
DEBITVISA: 32.70
CHANGE: 0.00

TOTAL DISCOUNT: 3.40

THANK YOU FOR YOUR
MILITARY SERVICE

DEBITVISA: XXXXXXXXXXXX3798 AMOUNT: 32.70 AUTHCD: 075747
CHIP REFID:345309467040 09/15/23 14:08:34
*PIN VERIFIED
TRACE : 467040 RETRIEVAL: 345309467040
PURCHASE CASH BACK TOTAL DEBIT
32.70 0.00 32.70
TVR : 8080048000
TSI : 6800 AID : A0000000980840

STORE: 3453 TERMINAL: 09 09/15/23 14:08:45

OF ITEMS PURCHASED: 2
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
FOR DETAILS ON OUR RETURN POLICY, VISIT
LOWES.COM/RETURNS
A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
AT OUR CUSTOMER SERVICE DESK

LOWEST PRICE GUARANTEE
FOR MORE DETAILS, VISIT LOWES.COM/LOWESTPRICEGUARANTEE

* SHARE YOUR FEEDBACK! *
* ENTER FOR A CHANCE TO BE *
* ONE OF FIVE \$500 WINNERS DRAWN MONTHLY! *
* ENTRE EN EL SORTEO MENSUAL *
* PARA SER UNO DE LOS CINCO GANADORES DE \$500! *

**Summer Woods CDD
 Clubhouse Debit Card
 Date: 9/30/2023**

Limit \$1,500.00

All Expenditures must be supported by receipts in order to be eligible for reimbursement.
 Attach all receipts to this form.

Date of Purchase	Vendor Name	Description	Amount
09/15/23	Lowes	Broom and Dust Pan	\$32.70
TOTAL			32.70

Joseph R McCallister

Suncoast Pool Service

P.O. Box 224
Elfers, FL 34680

Invoice

Date	Invoice #
10/1/2023	9742

Bill To
Summer Woods CDD C/O Rizzetta & Company 3434 Colwell Ave, S Tampa, FL 33614

P.O. No.	Terms	Project
October 2023	Net 30	

Quantity	Description	Rate	Amount
1	Swimming Pool Service including chemical balance, debris removal from surface and bottom of swimming pool, vacuuming, tile cleaning and skimming. Operational checks of pumps, filter system, chemical feeders, flow meters and vacuum gauges. Chemicals Included.	1,534.00	1,534.00

Thank you for your business.

Phone #
(727) 271-1395

RECEIVED
10/01/23

Total

\$1,534.00

Superior Waterway Services, INC.
 6701 Garden Rd, Suite #1
 Riviera Beach FL 33404

INVOICE

DATE
 10/1/2023

INVOICE #
 90268

BILL TO

Summer Woods CDD
 11205 Daybreak Glen
 Parrish, FL 34219

P.O. No.	Terms
October 20...	Due on receipt

QTY	DESCRIPTION	RATE	AMOUNT
	Lake Maintenance-Algae and Aquatic Plant Control for 25 Lakes	2,200.00	2,200.00
	Sales Tax	7.00%	0.00

RECEIVED
 09/28/23

Subtotal	\$2,200.00
Payments/Credits	\$0.00
Balance Due	\$2,200.00

Office: (561) 844-0248 Fax: (561) 844-9629
www.superiorwaterway.com

Thank you for your business.
 Please note that there will be an additional processing fee of 3.5% for all payments made using a credit card.

Summer Woods Community Development District

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

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

www.summerwoodscdd.org

Operations and Maintenance Expenditures

For Board Approval November 2023

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

The total items being presented: **\$129,518.06**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

Summer Woods Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Action Security, Inc.	100270	24068	Service Call - Gates 09/23	\$ 235.00
Action Security, Inc.	100280	24450	Service Call - Fire Emergency Gate 11/23	\$ 2,302.50
ADT Commercial	100271	152549569	Security System Services 11/23	\$ 172.09
BrightView Landscape Services, Inc.	100272	8585002	Monthly Landscape - Amendment Increase 08/23	\$ 1,400.00
BrightView Landscape Services, Inc.	100272	8585075	Monthly Landscape - Amendment Increase 09/23	\$ 1,400.00
BrightView Landscape Services, Inc.	100272	8664014	Fertilizer Application 10/23	\$ 4,190.00
BrightView Landscape Services, Inc.	100288	8648978	Monthly Landscape Maintenance 11/23	\$ 16,418.42
BrightView Landscape Services, Inc.	100292	8679259	Irrigation Repairs 11/23	\$ 170.00
BrightView Landscape Services, Inc.	100292	8686090	Mow - Moccasin Wallow (New Section) 11/23	\$ 2,200.00
Candice Bain	100285	CB110223	Board of Supervisors Meeting 11/02/23	\$ 200.00
Christopher L Sullivan	100286	CS110223	Board of Supervisors Meeting 11/02/23	\$ 200.00
DDD Fencing	100273	1998	Install Hinges - Gate Replacement 10/23	\$ 300.00

Summer Woods Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Doody Free	100289	26127	Dog Station Maintenance 11/23	\$ 388.00
Florida Department of Commerce	100281	89093	Special District Fee FY23/24	\$ 175.00
Frontier Florida, LLC	ACH	941-776-8134-0604205 10/23	Internet Service 10/23	\$ 160.00
Frontier Florida, LLC	ACH	941-776-8134-0604205 11/23	Internet Service 11/23	\$ 160.00
HV Solar Lighting, LLC	100269	64-193	Solar Lighting Installation 05/23-09/23	\$ 55,825.00
HV Solar Lighting, LLC	100274	84	Street Lights 11/23	\$ 11,165.00
Illuminations Holiday Lighting, LLC	100282	931123	Install Receptacle - Westernwoods Entrance 11/23	\$ 1,500.00
Independent Works, LLC	100283	204	Reserve Study Inspection (1 of 2) 11/23	\$ 1,397.50
Jan-Pro of Manasota	100275	78917	Janitorial Service 11/23	\$ 1,095.00
Kutak Rock, LLP	100276	3296879	Legal Services 09/23	\$ 592.50
Kutak Rock, LLP	100293	3310717	Legal Services 10/23	\$ 2,323.00
Manatee County Utilities Department	100277	MCUD Summary 10/23	MCUD Summary 10/23	\$ 1,731.65

Summer Woods Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Manatee County Utilities Department	100294	MCUD Summary 11/23	MCUD Summary 11/23	\$ 1,594.28
Marc Security Services LLC	100295	1191	Security Gate Services 11/23	\$ 8,027.08
Matthew A Ruxton	100287	MR110223	Board of Supervisors Meeting 11/02/23	\$ 200.00
Peace River Electric Cooperative, Inc.	100278	Electric Summary 10/23	Electric Summary 10/23	\$ 184.95
Peace River Electric Cooperative, Inc.	ACH	170982003 10/23 AUTO PAY	Amenity Center 10/23	\$ 1,470.93
Peace River Electric Cooperative, Inc.	ACH	185639004 10/23	9324 Westernwoods Ave 10/23	\$ 47.10
Rizzetta & Company, Inc.	100267	INV0000084902	District Management Fees 11/23	\$ 5,277.01
Rizzetta & Company, Inc.	100268	INV0000084886	Personnel Reimbursement 10/27/23	\$ 753.63
Rizzetta & Company, Inc.	100279	INV0000085062	General Management & Oversight 11/23	\$ 1,213.48
Rizzetta & Company, Inc.	100296	INV0000085691	Personnel Reimbursement 11/24/23	\$ 941.18
Summer Woods CDD			Debit Card Replenishment 11/23	\$ 73.76
Suncoast Pool Service, Inc.	100290	9820	Monthly Pool Cleaning & Maintenance 11/23	\$ 1,534.00

Summer Woods Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 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.	100291	90930	Lake Maintenance 11/23	\$ 2,200.00
Tier 1 Pest Solutions LLC	100284	43812	Initial Service - Pest Control 10/23	<u>\$ 300.00</u>
Report Total				<u>\$ 129,518.06</u>

ACTION SECURITY, INC.
1505 MANOR RD
ENGLEWOOD, FL 34223
Sales@ActionSecurityFL.com

Invoice



BILL TO

Summerwoods CDD
3434 Colwell Ave, Suite 200
Tampa, FL 33614
Wesley Chapel, FL 33544

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
24068	09/25/2023	\$235.00	10/23/2023	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
Labor 9/6/2023 Provided service at Fire Emergency gate to checkout report of damaged PVC/Vinyl gates. Inspected equipment and was able to make mechanical improvements for gates to be ready to work again. Replaced clutch key on right side operator, noting that gate hit ground shortly after opening. Re-secured both arm brackets. Left motors off on both operators and communicated findings and recommendations with customer. Return upon approval for repairs.	1	125.00	125.00
Swing gate Clutch Key	1	50.00	50.00
Trip charge	1	60.00	60.00

FL Contractor ES12001404

BALANCE DUE

\$235.00

Thank you, we appreciate your business!

ACTION SECURITY, INC.
 1505 Manor Rd
 Englewood, FL 34223
 Sales@ActionSecurityFL.com

Invoice



BILL TO
Summerwoods CDD 3434 Colwell Ave., Ste 200 Tampa, FL 33614

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
24450	11/03/2023	\$2,302.50	12/01/2023	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
Labor 10/10 & 10/19/2023 Provided service at Fire Emergency gate to remove mechanical latch and checkout securing gate. Removed mechanical latch and investigated installation of keypads and maglock with bracket. Ordered parts and returned to install. Once complete, programmed codes and tested. Also aligned swing gates. Tested and left operational.	4.50	125.00	562.50
Keypad	2	450.00	900.00
Maglock & kit	1	525.00	525.00
Z Brackett	1	195.00	195.00
Trip charge	2	60.00	120.00

FL Contractor ES12001404

BALANCE DUE

\$2,302.50

Thank you, we appreciate your business!



Invoice 152549569

adtcommercial.com

Account Number	Invoice Date	Payment Due Date	PO Number	Amount Due
40044430	10/19/2023	11/13/2023		\$172.09

Take action now with eSuite

See reverse side for details.

Payment Options

Pay online 24/7
esuite.adt.com/ExpressPay

Pay by phone
1.800.606.3535

Mail by check
Include the section below

Manage Your Account
Update billing information, view past invoices and more
esuite.adt.com

Questions?
adtcommercial.com
Email: ComCare@adt.com
1.855.238.2666



Description	Amount
SUMMER WOODS CDD 11205 DAYBREAK GLN Services Provided (11/18/23 - 12/17/23) <i>Includes: eSuite Services, Extended Service Plan, Secure Access</i>	\$172.09
Sub Total	\$172.09
INVOICE AMOUNT DUE	\$172.09

RECEIVED

OCT 30 2023



Thank you for choosing ADT Commercial

You will be charged a \$25.00 fee for any payment returned.
Make checks payable to ADT Commercial and please include your account number.

Please detach this portion and send with your payment.



P.O. Box 49292 | Wichita, KS 67201

Invoice Number	152549569
Account Number	40044430
Invoice Date	10/19/2023
Payment Due Date	11/13/2023
Amount Due	\$172.09

Amount Enclosed \$

Please check box if your billing address has changed, and indicate changes on back.

Powered by Experience. Driven by Excellence.™

1oz - #10 - 1683 - 1884

SUMMER WOODS COMM. DEVELOPMENT
DEVELOPMENT DISTRICT STE 200
3434 COLWELL AVE
TAMPA FL 33614-8390



ADT COMMERCIAL
PO BOX 219044
KANSAS CITY MO 64121-9044



0000 01 040044430 00000017209 6 152549569 1

Log in or register for eSuite to manage most account and service needs without picking up the phone.

eSuiteSM provides immediate, user-friendly access to your ADT Commercial systems and services

Gain real-time, actionable insight into your organization and take control of your account management—all from your browser or mobile device.

Save time by logging in to eSuite to manage a variety of system-based and administrative functions, including:

- ✔ Place your system on test
- ✔ View, export, or email test and alarm event history
- ✔ Submit a service request
- ✔ Pay invoices and update billing info
- ✔ Review technician service notes

With eSuite, you also have the ability to*:

- ✔ Arm and disarm your system remotely†
- ✔ View and update system schedules
- ✔ Manage service and installations in real-time
- ✔ Manage contact lists and keypad codes



Scan this QR code with your phone's camera to log in or register, or visit esuite.adt.com

Quickly and easily manage your contact list with eSuite



Contacts are authorized employees who will be notified in the event of an alarm or have an elevated level of permission at your location. Use authority level permissions to designate the type of account access each contact should be assigned.

eSuite allows you to perform routine tasks like adding and removing contacts or changing the order of your contact notify list—all without placing a phone call!

ADT[®] Commercial

*Some services may require additional charges. †Feature available only with compatible systems.

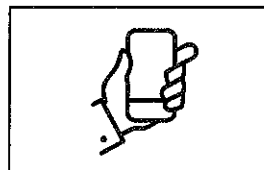
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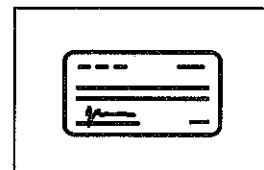
Payment Options



Pay online 24/7
esuite.adt.com/ExpressPay



Pay by phone
1.800.606.3535



Pay by check
P.O. Box 872987
Kansas City, MO 64187

Stay connected with us on LinkedIn and Facebook for news and updates.





INVOICE

Summer Woods CDD
c/o Rizzetta and Company
3434 Colwell Ave Ste 200
Tampa FL 33614

Customer #: 23023002
Invoice #: 8585002
Invoice Date: 8/1/2023
Cust PO #:

Job Number	Description	Amount
340500121	Summerwoods CDD Amendment increase Aug For August	1,400.00
Total invoice amount		1,400.00
Tax amount		
Balance due		1,400.00

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 813-641-3672

Please detach stub and remit with your payment

Did you know that BrightView now offers auto ACH as a payment method? Discover the convenience and safety of automatic ACH bill payment for your recurring billing. Please contact autopay@brightview.com or your branch point of contact for more information on how to sign up on Auto Pay.

Payment Stub

Customer Account#: 23023002
Invoice #: 8585002
Invoice Date: 8/1/2023

Amount Due: \$1,400.00

Thank you for allowing us to serve you

Please reference the invoice # on your check
and make payable to:

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655

Summer Woods CDD
c/o Rizzetta and Company
3434 Colwell Ave Ste 200
Tampa FL 33614



INVOICE

Summer Woods CDD
c/o Rizzetta and Company
3434 Colwell Ave Ste 200
Tampa FL 33614

Customer #: 23023002
Invoice #: 8585075
Invoice Date: 9/1/2023
Cust PO #:

Job Number	Description	Amount
340500121	Summerwoods CDD Amendment increase Sept For September	1,400.00
Total invoice amount		1,400.00
Tax amount		
Balance due		1,400.00

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 813-641-3672

Please detach stub and remit with your payment

Did you know that BrightView now offers auto ACH as a payment method? Discover the convenience and safety of automatic ACH bill payment for your recurring billing. Please contact autopay@brightview.com or your branch point of contact for more information on how to sign up on Auto Pay.

Payment Stub

Customer Account#: 23023002
Invoice #: 8585075
Invoice Date: 9/1/2023

Amount Due: \$1,400.00

Thank you for allowing us to serve you

Please reference the invoice # on your check
and make payable to:

Summer Woods CDD
c/o Rizzetta and Company
3434 Colwell Ave Ste 200
Tampa FL 33614

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655



INVOICE

Sold To: 23023002
Summer Woods CDD
c/o Rizzetta and Company
3434 Colwell Ave Ste 200
Tampa FL 33614

Customer #: 23023002
Invoice #: 8664014
Invoice Date: 10/26/2023
Sales Order: 8266554
Cust PO #:

Job Number	Description	Amount
340500121	Summerwoods CDD Fert October St. Aug Fert w/Pre-M \$1,730.00 Bahia Fert w/Pre-M \$1,320.00 Ornamental Fert \$1,140.00	4,190.00
Total Invoice Amount		4,190.00
Taxable Amount		
Tax Amount		
Balance Due		4,190.00

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 813 641-3672

Please detach stub and remit with your payment

Payment Stub

Customer Account #: 23023002
Invoice #: 8664014
Invoice Date: 10/26/2023

Amount Due: \$ 4,190.00

Thank you for allowing us to serve you

Please reference the invoice # on your
check and make payable to

Summer Woods CDD
c/o Rizzetta and Company
3434 Colwell Ave Ste 200
Tampa FL 33614

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655

BrightView ³

Landscape Services

INVOICE

NOV - 7 2023

Summer Woods CDD
 c/o Rizzetta and Company
 3434 Colwell Ave Ste 200
 Tampa FL 33614

Customer #: 23023002
 Invoice #: 8648978
 Invoice Date: 11/1/2023
 Cust PO #:

Job Number	Description	Amount
340500121	Summerwoods CDD Summer Woods CDD For November	16,418.42
Total invoice amount		16,418.42
Tax amount		
Balance due		16,418.42

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 813-641-3672

Please detach stub and remit with your payment

Did you know that BrightView now offers auto ACH as a payment method? Discover the convenience and safety of automatic ACH bill payment for your recurring billing. Please contact autopay@brightview.com or your branch point of contact for more information on how to sign up on Auto Pay.

Payment Stub

Customer Account#: 23023002
 Invoice #: 8648978
 Invoice Date: 11/1/2023

Amount Due:	\$16,418.42
--------------------	--------------------

Thank you for allowing us to serve you
 Please reference the invoice # on your check
 and make payable to:

Summer Woods CDD
 c/o Rizzetta and Company
 3434 Colwell Ave Ste 200
 Tampa FL 33614

BrightView Landscape Services, Inc.
 P.O. Box 740655
 Atlanta, GA 30374-0655



INVOICE

Sold To: 23023002
Summer Woods CDD
c/o Rizzetta and Company
3434 Colwell Ave Ste 200
Tampa FL 33614

Customer #: 23023002
Invoice #: 8679259
Invoice Date: 11/9/2023
Sales Order: 8260960
Cust PO #:

Project Name: Summerwoods Irrigation Inspection Proposal 10-19-23
Project Description: Repairs Needed

Job Number	Description	Amount
340500121	Summerwoods CDD Controller 1 Controler 2	170.00
RECEIVED 11/28/2023		Total Invoice Amount 170.00
		Taxable Amount
		Tax Amount
		Balance Due 170.00

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 813 641-3672

Please detach stub and remit with your payment

Payment Stub

Customer Account #: 23023002
Invoice #: 8679259
Invoice Date: 11/9/2023

Amount Due: \$ 170.00

Thank you for allowing us to serve you

Please reference the invoice # on your
check and make payable to

Summer Woods CDD
c/o Rizzetta and Company
3434 Colwell Ave Ste 200
Tampa FL 33614

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655



INVOICE

Sold To: 23023002
Summer Woods CDD
c/o Rizzetta and Company
3434 Colwell Ave Ste 200
Tampa FL 33614

Customer #: 23023002
Invoice #: 8686090
Invoice Date: 11/21/2023
Sales Order: 8279464
Cust PO #:

Project Name: Summerwoods Mowing Proposal 11-9-23
Project Description: Mowing Overgrown Areas

Job Number	Description	Amount
340500121	Summerwoods CDD Mowing front turf areas along Mocassin Wallow on new section	2,200.00
RECEIVED 11/28/2023		Total Invoice Amount 2,200.00
		Taxable Amount
		Tax Amount
		Balance Due 2,200.00

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 813 641-3672

Please detach stub and remit with your payment

Payment Stub

Customer Account #: 23023002
Invoice #: 8686090
Invoice Date: 11/21/2023

Amount Due: \$ 2,200.00

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

Summer Woods CDD
c/o Rizzetta and Company
3434 Colwell Ave Ste 200
Tampa FL 33614

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655

SUMMER WOODS CDD

Meeting Date: ~~August 3, 2023~~ Nov 2 2023

SUPERVISOR PAY REQUEST

Name of Board Supervisor	Check if paid	
Candice Bain	<input checked="" type="checkbox"/>	CB110223
Roger Aman	<input type="checkbox"/>	
Alyssa Livingstone	<input checked="" type="checkbox"/>	AL110223
Matthew Ruxton	<input checked="" type="checkbox"/>	MR110223
Chris Sullivan	<input checked="" type="checkbox"/>	CS110223

(*) Does not get paid

NOTE: Supervisors are only paid if checked.

RECEIVED 11/03/23

EXTENDED MEETING TIMECARD

Meeting Start Time:	10:30
Meeting End Time:	11:08
Total Meeting Time:	

Time Over (3) Hours:

Total at \$175 per Hour:

ADDITIONAL OR CONTINUED MEETING TIMECARD

Meeting Date:	
Additional or Continued Meeting?	
Total Meeting Time:	
Total at \$175 per Hour:	

Business Mileage Round Trip	
IRS Rate per Mile	\$0.655
Mileage to Charge	

DM Signature: 



DDD Fencing Invoice

1615 6TH ST. S.E. Ruskin, FL 33570

Phone: 352-257-3086 Date: 10/27/23

Customer Name: Summer Woods CDD

Job Description/Location:

1. Installation of self closing hinges on recent gate replacement.

DUE NOW: \$300.00

Acknowledgment And Approval

DDD FENCING: Alexa Vigneau

Doody Free 941

8466 Lockwood Ridge Rd. Unit 258
Sarasota, FL 34243



INVOICE

INVOICE # 26127
DATE 11/01/2023
DUE DATE 12/01/2023
TERMS Net 30

BILL TO

Summer Woods CDD
C/O Rizzetta & Company
3434 Colwell Ave., Suite 200
Tampa, FL 33614

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY

AMOUNT

Dog Station
Dog Station Maintenance

388.00

To pay your invoice online, go to:
www.doodyfree941.com and click on the "Pay
Invoice" icon.

BALANCE DUE

\$388.00

Ph. #: (941) -321-7821
Email: contact@doodyfree941.com
Website: www.doodyfree941.com

Florida Department of Economic Opportunity, Special District Accountability Program

Fiscal Year 2023 - 2024 Special District State Fee Invoice and Profile Update

Required by sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Date Invoiced: 10/02/2023				Invoice No: 89093
Annual Fee: \$175.00	1st Late Fee: \$0.00	2nd Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/01/2023: \$175.00

STEP 1: Review the following profile and make any needed changes.

1. Special District's Name, Registered Agent's Name and Registered Office Address:

001641

OCT - 5 2023



Summer Woods Community Development District

Mr. William J. Rizzetta

3434 Colwell Avenue, Suite 200

Tampa, Florida 33614

- 2. Telephone:** 813-514-0400 Ext:
- 3. Fax:** 813-514-0401
- 4. Email:** brizzetta@rizzetta.com
- 5. Status:** Independent
- 6. Governing Body:** Elected
- 7. Website Address:** summerwoodscdd.org
- 8. County(ies):** Manatee
- 9. Special Purpose(s):** Community Development
- 10. Boundary Map on File:** 11/10/2011
- 11. Creation Document on File:** 11/10/2011
- 12. Date Established:** 09/06/2011
- 13. Creation Method:** Local Ordinance
- 14. Local Governing Authority:** Manatee County
- 15. Creation Document(s):** County Ordinance 11-13
- 16. Statutory Authority:** Chapter 190, Florida Statutes
- 17. Authority to Issue Bonds:** Yes
- 18. Revenue Source(s):** Assessments

STEP 2: Sign and date to certify accuracy and completeness.

By signing and dating below, I do hereby certify that the profile above (changes noted if necessary) is accurate and complete:

Registered Agent's Signature: William J. Rizzetta Date 11/13/23

STEP 3: Pay the annual state fee or certify eligibility for zero annual fee.

a. Pay the Annual Fee: Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Florida Department of Economic Opportunity.

b. Or, Certify Eligibility for the Zero Fee: By initialing both of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **BOTH** of the following statements and those on any submissions to the Department are true, correct, complete, and made in good faith. I understand that any information I give may be verified.

- 1. This special district is not a component unit of a general purpose local government as determined by the special district and its Certified Public Accountant; and,
- 2. This special district is in compliance with its Fiscal Year 2023 - 2024 Annual Financial Report (AFR) filing requirement with the Florida Department of Financial Services (DFS) and that AFR reflects \$3,000 or less in annual revenues or, is a special district not required to file a Fiscal Year 2023 - 2024 AFR with DFS and has included an income statement with this document verifying \$3,000 or less in revenues for the current fiscal year.

Department Use Only: Approved: Denied: Reason: _____

STEP 4: Make a copy of this document for your records.

STEP 5: Mail this document and payment (if paying by check) to the Florida Department of Economic Opportunity, Bureau of Budget Management, 107 East Madison Street, MSC #120, Tallahassee, FL 32399-4124. Direct questions to (850) 717-8430.



Your Monthly Invoice

Account Summary

New Charges Due Date	10/30/23
Billing Date	10/04/23
Account Number	941-776-8134-060420-5
PIN	
Previous Balance	160.00
Payments Received Thru 9/22/23	-160.00
Thank you for your payment!	
Balance Forward	.00
New Charges	160.00
Total Amount Due	\$160.00





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 **800-801-6652**

MyFrontier app



P.O. Box 211579
Eagan, MN 55121-2879

6790 0007 NO RP 04 10052023 NNNNNNYN 01 999549

SUMMER WOODS COM. DEV. DIST.
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

PAYMENT STUB

Total Amount Due	\$160.00
New Charges Due Date	10/30/23
Account Number	941-776-8134-060420-5
Amount Enclosed	\$ _____

Mail Payment To:

FRONTIER
PO BOX 740407
CINCINNATI, OH 45274-0407

0960029417768134060420000000000000000000160005



Date of Bill
Account Number

10/04/23
941-776-8134-060420-5

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For help: Customer Service at frontier.com/helpcenter or chat at frontier.com/chat. Visually impaired/TTY customers, call 711.

PAYING YOUR BILL, LATE PAYMENTS, RETURNED CHECK FEES and PAST DUE BALANCES

You are responsible for all legitimate, undisputed charges on your bill. Paying by check authorizes Frontier to make a one-time electronic funds transfer from your account, as early as the day your check is received. When making an online payment, please allow time for the transfer of funds. If funds are received after the due date, you may be charged a fee, your service may be interrupted, and you may incur a reconnection charge to restore service. A fee may be charged for a bank returned check. Continued nonpayment of undisputed charges (incl. 900 and long distance charges) may result in collection action and a referral to credit reporting agencies, which may affect your credit rating.

IMPORTANT CONSUMER MESSAGES

You must pay all basic local service charges to avoid basic service disconnection. Failure to pay other charges will not cause disconnection of your basic service but this may cause other services to be terminated. Frontier Bundles may include charges for both basic and other services. Frontier periodically audits its bills to ensure accuracy which may result in a retroactive or future billing adjustment. Internet speed, if noted, is the maximum wired connection speed for selected tier; Wi-Fi speeds may vary; actual and average speed may be slower and depends on multiple factors. Performance details are at frontier.com/internetdisclosures.

SERVICE TERMS

Visit frontier.com/terms, frontier.com/tariffs or call Customer Service for information on tariffs, price lists and other important Terms, Conditions and Policies ("Terms") related to your voice, Internet and/or video services including limitations of liability, early termination fees, the effective date of and billing for the termination of service(s) and other important information about your rights and obligations, and ours. Frontier's Terms include a binding arbitration provision to resolve customer disputes (frontier.com/terms/arbitration). **Video and Internet services are subscription-based and are billed one full month in advance. Video and/or Internet service subscription cancellations and any early termination fees are effective on the last day of your Frontier billing cycle. No partial month credits or refunds will be provided for previously billed service subscriptions.** By using or paying for Frontier services, you are agreeing to these Terms and that disputes will be resolved by individual arbitration. By providing personal information to Frontier you are also agreeing to Frontier's Privacy Policy posted at frontier.com/privacy.

IF YOU HAVE ANY QUESTIONS, BILLING CONCERN, OR RECURRING ISSUES, PLEASE CONTACT OUR FLORIDA- BASED CUSTOMER CARE TEAM AT 1-888-457-4110. OUR FLORIDA TEAM IS EAGER TO HELP YOU GET SPECIALIZED ATTENTION.



Date of Bill
Account Number

10/04/23
941-776-8134-060420-5

CURRENT BILLING SUMMARY

Local Service from 10/04/23 to 11/03/23

Qty Description	941/776-8134.0	Charge
Non Basic Charges		
Sim FiberOptic LT 100/100 ST		100.00
Wi-Fi Secure LT		60.00
Total Non Basic Charges		160.00
TOTAL		160.00







Your Monthly Invoice

Account Summary

New Charges Due Date	11/28/23
Billing Date	11/04/23
Account Number	941-776-8134-060420-5
PIN	
Previous Balance	160.00
Payments Received Thru 11/03/23	-160.00
Thank you for your payment!	
Balance Forward	.00
New Charges	160.00
Total Amount Due	\$160.00





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 **800-801-6652**

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P.O. Box 211579
Eagan, MN 55121-2879

6790 0007 NO RP 04 11052023 NNNNNNYN 01 999555

SUMMER WOODS COM. DEV. DIST.
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

PAYMENT STUB

Total Amount Due	\$160.00
New Charges Due Date	11/28/23
Account Number	941-776-8134-060420-5
Amount Enclosed	\$ _____

Mail Payment To:

FRONTIER
PO BOX 740407
CINCINNATI, OH 45274-0407

0960029417768134060420000000000000000000160005



Date of Bill
Account Number

11/04/23
941-776-8134-060420-5

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You are responsible for all legitimate, undisputed charges on your bill. Paying by check authorizes Frontier to make a one-time electronic funds transfer from your account, as early as the day your check is received. When making an online payment, please allow time for the transfer of funds. If funds are received after the due date, you may be charged a fee, your service may be interrupted, and you may incur a reconnection charge to restore service. A fee may be charged for a bank returned check. Continued nonpayment of undisputed charges (incl. 900 and long distance charges) may result in collection action and a referral to credit reporting agencies, which may affect your credit rating.

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IF YOU HAVE ANY QUESTIONS, BILLING CONCERN, OR RECURRING ISSUES, PLEASE CONTACT OUR FLORIDA- BASED CUSTOMER CARE TEAM AT 1-888-457-4110. OUR FLORIDA TEAM IS EAGER TO HELP YOU GET SPECIALIZED ATTENTION.



Date of Bill
Account Number

11/04/23
941-776-8134-060420-5

CURRENT BILLING SUMMARY

Local Service from 11/04/23 to 12/03/23

Qty Description	941/776-8134.0	Charge
Non Basic Charges		
Sim FiberOptic LT 100/100 ST		100.00
Wi-Fi Secure LT		60.00
Total Non Basic Charges		160.00
TOTAL		160.00





HV Solar Lighting, LLC

35 Joyce Lane
Woodbury, NY 11797

Invoice

Date	Invoice #
9/25/2023	64

Bill To
Summer Woods CDD 3434 Colwell Avenue Suite 200 Tampa, FL 33614

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
May-Sept 2023	Net 15		9/25/2023			

Quantity	Item Code	Description	U/M	Price Each	Amount
203	Street Light	Street Light May 2023		55.00	11,165.00
203	Street Light	Street Light June 2023		55.00	11,165.00
203	Street Light	Street Light July 2023		55.00	11,165.00
203	Street Light	Street Light August 2023		55.00	11,165.00
203	Street Light	Street Light September 2023		55.00	11,165.00

E-mail			Total		\$55,825.00
---------------	--	--	--------------	--	-------------

E-mail
olga@exarchagroup.com

RECEIVED
09/25/23

HV Solar Lighting, LLC

35 Joyce Lane
Woodbury, NY 11797

Invoice

Date	Invoice #
11/1/2023	84

Bill To
Summer Woods CDD 3434 Colwell Avenue Suite 200 Tampa, FL 33614

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
November 2023	Due on receipt		11/1/2023			

Quantity	Item Code	Description	U/M	Price Each	Amount
203	Street Light	Street Light November 2023		55.00	11,165.00

			Total	\$11,165.00
--	--	--	--------------	-------------

E-mail
olga@exarchagroup.com

ILLUMINATIONS HOLIDAY LIGHTING

Invoice 931123

8606 Herons Cove Pl
Tampa, FL 33647
Tim Gay

(813) 334-4827

TO:

Summer Woods CDD
C/O Rizzetta and Company
3434 Colwell Ave; Suite 200
Tampa, FL 33614

(813) 533-2950

JOB DESCRIPTION
Pull wire and install receptacle on lower wall at Westernwoods entrane

ITEMIZED ESTIMATE: TIME AND MATERIALS	
<p>Entrance Moccasin Wallow Trail and Westernwoods Ave</p> <p>Install receptacle on lower wall of Westernwoods entrance</p> <p>Include wire and trenching from junction box in front of upper wall</p> <p>* Work completed by Don Harrison Enterprises</p>	<p>\$1,500.00</p>
AMOUNT DUE	\$1,500.00

- * Price includes materials and labor.
- * Remaining balance of project due upon receipt of invoice after installation.
- * **MAKE CHECK PAYABLE TO: ILLUMINATIONS HOLIDAY LIGHTING**

Tim Gay

PREPARED BY

11/11/2023

DATE

INVOICE #204

From

Independent Works, LLC.

1036 McCarty Street
Dunedin, FL 34698

To

Summer Woods CDD

11205 Daybreak Glen
Parrish, FL

Invoice # 0000204

Invoice Date 11/10/2023

Due Date 11/30/2023

Item	Description	Unit Price	Quantity	Amount
Service	1/2 of the total proposal amount for the inspection	1397.50	1.00	1397.50
		0.00	0.00	0.00

+ New Line

Invoice Notes

Subtotal	1397.50
Total	1397.50
Amount Paid	0.00
Balance Due	\$1397.50

TFR Cleaning Services Inc dba Jan-Pro of
Manasota
7361 International Place #408
Sarasota, FL 34240

Invoice

11/1/2023 78917

Summerwoods CDD
C/O Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa FL 33614

P.O. No.	Terms	Due Date	Rep
	Net 10	11/10/2023	259JM

FEES FOR 1,095.00
JANITORIAL SERVICES; Monthly Cleaning per Agreement

LOCATION: Summer Woods 8715 Corkscrew Lane Parrish, FL 34219

Sales Tax (0.0%) \$0.00

Total \$1,095.00

Balance Due \$1,095.00

Phone #	Fax #
941-907-8141	941-907-8142

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

October 25, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3296879

Client Matter No. 38323-1

Notification Email: eftgroup@kutakrock.com

Summer Woods CDD

Rizzetta & Company

Unit 200

3434 Colwell Avenue

Tampa, FL 33614

Invoice No. 3296879

38323-1

Re: General Counsel

For Professional Legal Services Rendered

09/02/23	J. Earlywine	0.20	59.00	Review email request regarding Halloween activity; email regarding same; follow-up on rental and release agreements
09/02/23	L. Whelan	0.10	30.00	Testa Research
09/07/23	B. Davenport	0.40	106.00	Prepare amenity rental agreement and volunteer form for proposed Halloween event
09/11/23	J. Earlywine	0.70	206.50	Revise rental form and volunteer waiver; email regarding the same; review and revise security agreement; check Department of State website; email regarding agreement and insurance
09/18/23	B. Davenport	0.10	26.50	Correspondence with security contractor regarding security agreement
09/21/23	A. Ligas	0.30	70.50	Review landscape maintenance agreement and property ownership records; email district staff regarding same

KUTAK ROCK LLP

Summer Woods CDD
October 25, 2023
Client Matter No. 38323-1
Invoice No. 3296879
Page 2

09/26/23	A. Ligas	0.20	47.00	Prepare addendum to lighting services agreement
09/27/23	A. Ligas	0.20	47.00	Prepare addendum to lighting services agreement

TOTAL HOURS 2.20

TOTAL FOR SERVICES RENDERED \$592.50

TOTAL CURRENT AMOUNT DUE \$592.50

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

November 15, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3310717

Client Matter No. 38323-1

Notification Email: eftgroup@kutakrock.com

Summer Woods CDD

Rizzetta & Company

Unit 200

3434 Colwell Avenue

Tampa, FL 33614

Invoice No. 3310717

38323-1

Re: General Counsel

For Professional Legal Services Rendered

10/06/23	K. Ibarra	0.90	171.00	Prepare bill of sale from district to county for phase III and IV utilities
10/09/23	J. Earlywine	0.20	59.00	Review records regarding contract assignments; follow-up
10/09/23	A. Ligas	0.40	94.00	Prepare amendment to lighting services agreement
10/10/23	A. Ligas	0.30	70.50	Prepare lighting services agreement; send contractor same
10/11/23	J. Earlywine	0.20	59.00	Review eminent domain documents; email Merrill regarding same
10/11/23	K. Ibarra	0.20	38.00	Research assignment of construction contract to district
10/11/23	A. Ligas	2.20	517.00	Review status of project and prepare project completion resolutions and contribution resolutions
10/12/23	J. Earlywine	0.10	29.50	Email regarding median monument
10/12/23	A. Ligas	0.30	70.50	Conference with Earlywine regarding project completion; prepare project completion resolutions and contribution resolutions

KUTAK ROCK LLP

Summer Woods CDD
November 15, 2023
Client Matter No. 38323-1
Invoice No. 3310717
Page 2

10/13/23	J. Earlywine	0.40	118.00	Conference call regarding entry monument; follow-up email
10/13/23	A. Ligas	0.30	70.50	Call with client regarding easement on median
10/15/23	J. Earlywine	0.50	147.50	Review existing parking rule and statutory provisions; email regarding towing procedure
10/17/23	J. Earlywine	0.50	147.50	Review proposal and prior agreements; email regarding cattail removal contract, and aquatics contract; confer with District Manager regarding same; follow-up emails
10/17/23	K. Ibarra	0.30	57.00	Research assessment areas, construction account balances and need for utilities acquisition
10/18/23	J. Earlywine	0.20	59.00	Review existing aquatics contract; email regarding same
10/18/23	A. Ligas	0.40	94.00	Prepare contract addendum for cattail removal; send same for signatures
10/19/23	K. Ibarra	0.80	152.00	Prepare acquisition of phases IIIB and IVB utilities improvements
10/20/23	A. Ligas	0.10	23.50	Follow up on amendment to lighting services agreement
10/21/23	J. Earlywine	0.50	147.50	Review and revise acquisition package; review and revise agenda package; emails regarding same
10/22/23	K. Ibarra	0.40	76.00	Prepare acquisition of phases IIIB and IVB utilities and roadway improvements
10/23/23	A. Ligas	0.10	23.50	Email district staff regarding meeting agenda
10/25/23	K. Ibarra	0.10	19.00	Prepare acquisition of phases IIIB and IVB utilities improvements
10/31/23	B. Davenport	0.30	79.50	Review election documents; prepare election chart
TOTAL HOURS		9.70		

KUTAK ROCK LLP

Summer Woods CDD

November 15, 2023

Client Matter No. 38323-1

Invoice No. 3310717

Page 3

TOTAL FOR SERVICES RENDERED \$2,323.00

TOTAL CURRENT AMOUNT DUE \$2,323.00

Summer Woods CDD
Manatee County Utilities Department
Month: 10/23 Dated: 10/27/23
Due: 11/17/23

<u>Account</u>	<u>Description</u>	<u>Service Address</u>	<u>Code</u>	<u>Amount</u>
164142	Irrigation	10904 High Noon Tr	53600-4318	\$ 462.81
164143	Irrigation	11336 Daybreak Gln	53600-4318	\$ 14.31
164144	Irrigation	8805 Summerwoods Dr	53600-4318	\$ 223.74
164145	Irrigation	11424 Daybreak Gln	53600-4318	\$ -
164146	Irrigation	11371 Daybreak Gln	53600-4318	\$ 10.54
164670	Irrigation	11205 Daybreak Gln	53600-4304	\$ 693.27
180030	Irrigation	9229 Westernwoods Ave	53600-4318	\$ 326.98

Summary	
001 53600-4304	\$ 693.27
001 53600-4314	\$ 1,038.38
Total	\$ 1,731.65

RECEIVED
 11/04/23

MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
 P. O. BOX 25010
 BRADENTON, FL 34206-5010
 PHONE: (941) 792-8811
 www.mymanatee.org/utilities

ACCOUNT NUMBER: 313378-164142
 SUMMER WOODS COMMUNITY
 DEVELOPMENT DISTRICT
 10904 HIGH NOON TRL

BILLING DATE: 27-OCT-2023
 DUE DATE: 17-NOV-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS	PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
Previous Balance:						394.50
Payments Received:						394.50
Balance Forward:						0.00
Reclaim Wtr Non-WasteWtr Cust			91058	102346	11288	
Reclaim Water Common Area						462.81
Total New Charges						462.81
Total Amount Due:						\$462.81

No residential garbage and/or recycling collection on Thursday, November 23rd due to the Thanksgiving Holiday. Collection services will be delayed one day during that week. Call 941.792.8811 or visit mymanatee.org/garbage for more information.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
 P.O. BOX 25010
 BRADENTON, FLORIDA 34206-5010

SERVICE ADDRESS	10904 HIGH NOON TRL
ACCOUNT NUMBER	313378-164142
BILLING DATE	27-OCT-2023
DUE DATE	17-NOV-2023
TOTAL AMOUNT NOW DUE:	\$462.81

CHANGE OF MAILING ADDRESS
 (Check Box And See Reverse Side)

AMOUNT PAID

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE1027A 9000000090 00.0000.0079 88/1



SUMMER WOODS COMMUNITY DEVELOPMENT
 DISTRICT
 RIZZETTA AND COMP// TAYLOR N.
 3434 COLWELL AVE SUITE 200
 TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
 PO BOX 25350
 BRADENTON FL 34206-5350

000313378Z00000462810164142

MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
P. O. BOX 25010
BRADENTON, FL 34206-5010
PHONE: (941) 792-8811
www.mymanatee.org/utilities

ACCOUNT NUMBER: 313378-164143
SUMMER WOODS COMMUNITY
DEVELOPMENT DISTRICT
11336 DAYBREAK GLN

BILLING DATE: 27-OCT-2023
DUE DATE: 17-NOV-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS	PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
Previous Balance:						15.87
Payments Received:						15.87
Balance Forward:						0.00
Reclaim Wtr Non-WasteWtr Cust			7315	7664	349	
Reclaim Water Common Area						14.31
Total New Charges						14.31
Total Amount Due:						\$14.31

No residential garbage and/or recycling collection on Thursday, November 23rd due to the Thanksgiving Holiday. Collection services will be delayed one day during that week. Call 941.792.8811 or visit mymanatee.org/garbage for more information.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
P.O. BOX 25010
BRADENTON, FLORIDA 34206-5010

SERVICE ADDRESS	11336 DAYBREAK GLN
ACCOUNT NUMBER	313378-164143
BILLING DATE	27-OCT-2023
DUE DATE	17-NOV-2023
TOTAL AMOUNT NOW DUE:	\$14.31

CHANGE OF MAILING ADDRESS
(Check Box And See Reverse Side)

AMOUNT PAID

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE1027A 9000000091 00.0000.0080 89/1



SUMMER WOODS COMMUNITY DEVELOPMENT
DISTRICT
RIZZETTA AND COMP// TAYLOR N.
3434 COLWELL AVE SUITE 200
TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
PO BOX 25350
BRADENTON FL 34206-5350

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MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
 P. O. BOX 25010
 BRADENTON, FL 34206-5010
 PHONE: (941) 792-8811
 www.mymanatee.org/utilities

ACCOUNT NUMBER: 313378-164144
 SUMMER WOODS COMMUNITY
 DEVELOPMENT DISTRICT
 8805 SUMMERWOODS DR

BILLING DATE: 27-OCT-2023
 DUE DATE: 17-NOV-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS	PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
Previous Balance:						261.13
Payments Received:						261.13
Balance Forward:						0.00
Reclaim Wtr Non-WasteWtr Cust			168121	173578	5457	
Reclaim Water Common Area						223.74
Total New Charges						223.74
Total Amount Due:						\$223.74

No residential garbage and/or recycling collection on Thursday, November 23rd due to the Thanksgiving Holiday. Collection services will be delayed one day during that week. Call 941.792.8811 or visit mymanatee.org/garbage for more information.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
 P.O. BOX 25010
 BRADENTON, FLORIDA 34206-5010

SERVICE ADDRESS	8805 SUMMERWOODS DR
ACCOUNT NUMBER	313378-164144
BILLING DATE	27-OCT-2023
DUE DATE	17-NOV-2023
TOTAL AMOUNT NOW DUE:	\$223.74

CHANGE OF MAILING ADDRESS
 (Check Box And See Reverse Side)

AMOUNT PAID

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE1027A 9000000088 00.0000.0077 86/1



SUMMER WOODS COMMUNITY DEVELOPMENT
 DISTRICT
 RIZZETTA AND COMP// TAYLOR N.
 3434 COLWELL AVE SUITE 200
 TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
 PO BOX 25350
 BRADENTON FL 34206-5350

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MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
 P. O. BOX 25010
 BRADENTON, FL 34206-5010
 PHONE: (941) 792-8811
 www.mymanatee.org/utilities

ACCOUNT NUMBER: 313378-164145
 SUMMER WOODS COMMUNITY
 DEVELOPMENT DISTRICT
 11424 DAYBREAK GLN

BILLING DATE: 27-OCT-2023
 DUE DATE: 17-NOV-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS	PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
Previous Balance:						0.00
Payments Received:						0.00
Balance Forward:						0.00
Reclaim Wtr Non-WasteWtr Cust			5723	5723		
Reclaim Water Common Area						
Total New Charges						
Total Amount Due:						\$0.00

No residential garbage and/or recycling collection on Thursday, November 23rd due to the Thanksgiving Holiday. Collection services will be delayed one day during that week. Call 941.792.8811 or visit mymanatee.org/garbage for more information.

Credit Balance Do Not Pay

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
 P.O. BOX 25010
 BRADENTON, FLORIDA 34206-5010

SERVICE ADDRESS	11424 DAYBREAK GLN
ACCOUNT NUMBER	313378-164145
BILLING DATE	27-OCT-2023
DUE DATE	17-NOV-2023
TOTAL AMOUNT NOW DUE:	\$0.00

CHANGE OF MAILING ADDRESS
 (Check Box And See Reverse Side)

AMOUNT PAID

DO NOT PAY

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE1027A 9000000089 00.0000.0078 87/1



SUMMER WOODS COMMUNITY DEVELOPMENT
 DISTRICT
 RIZZETTA AND COMP// TAYLOR N.
 3434 COLWELL AVE SUITE 200
 TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
 PO BOX 25350
 BRADENTON FL 34206-5350

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MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
 P. O. BOX 25010
 BRADENTON, FL 34206-5010
 PHONE: (941) 792-8811
 www.mymanatee.org/utilities

ACCOUNT NUMBER: 313378-164146
 SUMMER WOODS COMMUNITY
 DEVELOPMENT DISTRICT
 11371 DAYBREAK GLN

BILLING DATE: 27-OCT-2023
 DUE DATE: 17-NOV-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS	PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
Previous Balance:						9.96
Payments Received:						9.96
Balance Forward:						0.00
Reclaim Wtr Non-WasteWtr Cust			3865	4122	257	
Reclaim Water Common Area						10.54
Total New Charges						10.54
Total Amount Due:						\$10.54

No residential garbage and/or recycling collection on Thursday, November 23rd due to the Thanksgiving Holiday. Collection services will be delayed one day during that week. Call 941.792.8811 or visit mymanatee.org/garbage for more information.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
 P.O. BOX 25010
 BRADENTON, FLORIDA 34206-5010

SERVICE ADDRESS	11371 DAYBREAK GLN
ACCOUNT NUMBER	313378-164146
BILLING DATE	27-OCT-2023
DUE DATE	17-NOV-2023
TOTAL AMOUNT NOW DUE:	\$10.54

CHANGE OF MAILING ADDRESS
 (Check Box And See Reverse Side)

AMOUNT PAID

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE1027A 9000000085 00.0000.0074 83/1



SUMMER WOODS COMMUNITY DEVELOPMENT
 DISTRICT
 RIZZETTA AND COMP// TAYLOR N.
 3434 COLWELL AVE SUITE 200
 TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
 PO BOX 25350
 BRADENTON FL 34206-5350

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MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
 P. O. BOX 25010
 BRADENTON, FL 34206-5010
 PHONE: (941) 792-8811
 www.mymanatee.org/utilities

ACCOUNT NUMBER: 313378-164670
 SUMMER WOODS COMMUNITY
 DEVELOPMENT DISTRICT
 11205 DAYBREAK GLN

BILLING DATE: 27-OCT-2023
 DUE DATE: 17-NOV-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS		PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
			Previous Balance:				607.04
			Payments Received:				607.04
			Balance Forward:				0.00
09/21	10/19	28	Wtr Com. Individual Water Usage	15891	16470	579	149.38
			Cost Of Basic Service				41.05
			Swr Com Individual Sewer Usage				330.61
			Cost Of Basic Service				114.04
			F2_Com. Solid Waste Commercial Can				12.98
			Commercial Can				45.21
			Total New Charges				693.27
Total Amount Due:							\$693.27

No residential garbage and/or recycling collection on Thursday, November 23rd due to the Thanksgiving Holiday. Collection services will be delayed one day during that week. Call 941.792.8811 or visit mymanatee.org/garbage for more information.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
 P.O. BOX 25010
 BRADENTON, FLORIDA 34206-5010

SERVICE ADDRESS	11205 DAYBREAK GLN
ACCOUNT NUMBER	313378-164670
BILLING DATE	27-OCT-2023
DUE DATE	17-NOV-2023
TOTAL AMOUNT NOW DUE:	\$693.27

CHANGE OF MAILING ADDRESS
 (Check Box And See Reverse Side)

AMOUNT PAID

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE1027A 9000000092 00.0000.0081 90/1



SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
 RIZZETTA AND COMP// TAYLOR N.
 3434 COLWELL AVE SUITE 200
 TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
 PO BOX 25350
 BRADENTON FL 34206-5350

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MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
 P. O. BOX 25010
 BRADENTON, FL 34206-5010
 PHONE: (941) 792-8811
 www.mymanatee.org/utilities

ACCOUNT NUMBER: 313378-180030
 SUMMER WOODS COMMUNITY
 DEVELOPMENT DISTRICT
 9229 WESTERNWOODS AVE

BILLING DATE: 27-OCT-2023
 DUE DATE: 17-NOV-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS	PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
Previous Balance:						235.05
Payments Received:						235.05
Balance Forward:						0.00
Reclaim Wtr Non-WasteWtr Cust			42108	50083	7975	
Reclaim Water Common Area						326.98
Total New Charges						326.98
Total Amount Due:						\$326.98

No residential garbage and/or recycling collection on Thursday, November 23rd due to the Thanksgiving Holiday. Collection services will be delayed one day during that week. Call 941.792.8811 or visit mymanatee.org/garbage for more information.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
 P.O. BOX 25010
 BRADENTON, FLORIDA 34206-5010

SERVICE ADDRESS	9229 WESTERNWOODS AVE
ACCOUNT NUMBER	313378-180030
BILLING DATE	27-OCT-2023
DUE DATE	17-NOV-2023
TOTAL AMOUNT NOW DUE:	\$326.98

CHANGE OF MAILING ADDRESS
 (Check Box And See Reverse Side)

AMOUNT PAID

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE1027A 9000000084 00.0000.0073 82/1



SUMMER WOODS COMMUNITY DEVELOPMENT
 DISTRICT
 RIZZETTA AND COMP// TAYLOR N.
 3434 COLWELL AVE SUITE 200
 TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
 PO BOX 25350
 BRADENTON FL 34206-5350

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Summer Woods CDD
Manatee County Utilities Department
Month: 11/23 Dated: 11/28/23
Due: 12/19/23

<u>Account</u>	<u>Description</u>	<u>Service Address</u>	<u>Code</u>	<u>Amount</u>
164142	Irrigation	10904 High Noon Tr	53600-4318	\$ 518.73
164143	Irrigation	11336 Daybreak Gln	53600-4318	\$ 14.23
164144	Irrigation	8805 Summerwoods Dr	53600-4318	\$ 164.78
164145	Irrigation	11424 Daybreak Gln	53600-4318	\$ -
164146	Irrigation	11371 Daybreak Gln	53600-4318	\$ 11.23
164670	Irrigation	11205 Daybreak Gln	53600-4304	\$ 605.53
180030	Irrigation	9229 Westernwoods Ave	53600-4318	\$ 279.78

Summary	
001 53600-4304	\$ 605.53
001 53600-4314	\$ 988.75
Total	\$ 1,594.28

MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
 P. O. BOX 25010
 BRADENTON, FL 34206-5010
 PHONE: (941) 792-8811
 www.mymanatee.org/utilities

ACCOUNT NUMBER: 313378-164142
 SUMMER WOODS COMMUNITY
 DEVELOPMENT DISTRICT
 10904 HIGH NOON TRL

BILLING DATE: 28-NOV-2023
 DUE DATE: 19-DEC-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS	PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
Previous Balance:						462.81
Payments Received:						462.81
Balance Forward:						0.00
Reclaim Wtr Non-WasteWtr Cust			102346	114998	12652	
Reclaim Water Common Area						518.73
Total New Charges						518.73
Total Amount Due:						\$518.73

No residential garbage and/or recycling collection on Monday, December 25th & Monday, January 1st. Collection services will be delayed one day during those weeks. Call 941-792-8811 or visit mymanatee.org/garbage for more information.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
 P.O. BOX 25010
 BRADENTON, FLORIDA 34206-5010

SERVICE ADDRESS	10904 HIGH NOON TRL
ACCOUNT NUMBER	313378-164142
BILLING DATE	28-NOV-2023
DUE DATE	19-DEC-2023
TOTAL AMOUNT NOW DUE:	\$518.73

CHANGE OF MAILING ADDRESS
 (Check Box And See Reverse Side)

AMOUNT PAID

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE1128A 9000000091 00.0000.0078 89/1



SUMMER WOODS COMMUNITY DEVELOPMENT
 DISTRICT
 RIZZETTA AND COMP// TAYLOR N.
 3434 COLWELL AVE SUITE 200
 TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
 PO BOX 25350
 BRADENTON FL 34206-5350

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MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
 P. O. BOX 25010
 BRADENTON, FL 34206-5010
 PHONE: (941) 792-8811
 www.mymanatee.org/utilities

ACCOUNT NUMBER: 313378-164143
 SUMMER WOODS COMMUNITY
 DEVELOPMENT DISTRICT
 11336 DAYBREAK GLN

BILLING DATE: 28-NOV-2023
 DUE DATE: 19-DEC-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS	PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
Previous Balance:						14.31
Payments Received:						14.31
Balance Forward:						0.00
Reclaim Wtr Non-WasteWtr Cust			7664	8011	347	
Reclaim Water Common Area						14.23
Total New Charges						14.23
Total Amount Due:						\$14.23

No residential garbage and/or recycling collection on Monday, December 25th & Monday, January 1st. Collection services will be delayed one day during those weeks. Call 941-792-8811 or visit mymanatee.org/garbage for more information.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
 P.O. BOX 25010
 BRADENTON, FLORIDA 34206-5010

SERVICE ADDRESS	11336 DAYBREAK GLN
ACCOUNT NUMBER	313378-164143
BILLING DATE	28-NOV-2023
DUE DATE	19-DEC-2023
TOTAL AMOUNT NOW DUE:	\$14.23

CHANGE OF MAILING ADDRESS
 (Check Box And See Reverse Side)

AMOUNT PAID

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE1128A 9000000090 00.0000.0077 88/1



SUMMER WOODS COMMUNITY DEVELOPMENT
 DISTRICT
 RIZZETTA AND COMP// TAYLOR N.
 3434 COLWELL AVE SUITE 200
 TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
 PO BOX 25350
 BRADENTON FL 34206-5350

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MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
 P. O. BOX 25010
 BRADENTON, FL 34206-5010
 PHONE: (941) 792-8811
 www.mymanatee.org/utilities

ACCOUNT NUMBER: 313378-164144
 SUMMER WOODS COMMUNITY
 DEVELOPMENT DISTRICT
 8805 SUMMERWOODS DR

BILLING DATE: 28-NOV-2023
 DUE DATE: 19-DEC-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS	PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
Previous Balance:						223.74
Payments Received:						223.74
Balance Forward:						0.00
Reclaim Wtr Non-WasteWtr Cust			173578	177597	4019	
Reclaim Water Common Area						164.78
Total New Charges						164.78
Total Amount Due:						\$164.78

No residential garbage and/or recycling collection on Monday, December 25th & Monday, January 1st. Collection services will be delayed one day during those weeks. Call 941-792-8811 or visit mymanatee.org/garbage for more information.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
 P.O. BOX 25010
 BRADENTON, FLORIDA 34206-5010

SERVICE ADDRESS	8805 SUMMERWOODS DR
ACCOUNT NUMBER	313378-164144
BILLING DATE	28-NOV-2023
DUE DATE	19-DEC-2023
TOTAL AMOUNT NOW DUE:	\$164.78

CHANGE OF MAILING ADDRESS
 (Check Box And See Reverse Side)

AMOUNT PAID

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE1128A 9000000096 00.0000.0083 94/1



SUMMER WOODS COMMUNITY DEVELOPMENT
 DISTRICT
 RIZZETTA AND COMP// TAYLOR N.
 3434 COLWELL AVE SUITE 200
 TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
 PO BOX 25350
 BRADENTON FL 34206-5350

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MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
 P. O. BOX 25010
 BRADENTON, FL 34206-5010
 PHONE: (941) 792-8811
 www.mymanatee.org/utilities

ACCOUNT NUMBER: 313378-164145
 SUMMER WOODS COMMUNITY
 DEVELOPMENT DISTRICT
 11424 DAYBREAK GLN

BILLING DATE: 28-NOV-2023
 DUE DATE: 19-DEC-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS	PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
Previous Balance:						0.00
Payments Received:						0.00
Balance Forward:						0.00
Reclaim Wtr Non-WasteWtr Cust			5723	5723		
Reclaim Water Common Area						
Total New Charges						
Total Amount Due:						\$0.00

No residential garbage and/or recycling collection on Monday, December 25th & Monday, January 1st. Collection services will be delayed one day during those weeks. Call 941-792-8811 or visit mymanatee.org/garbage for more information.

Credit Balance Do Not Pay

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
 P.O. BOX 25010
 BRADENTON, FLORIDA 34206-5010

SERVICE ADDRESS	11424 DAYBREAK GLN
ACCOUNT NUMBER	313378-164145
BILLING DATE	28-NOV-2023
DUE DATE	19-DEC-2023
TOTAL AMOUNT NOW DUE:	\$0.00

CHANGE OF MAILING ADDRESS
 (Check Box And See Reverse Side)

AMOUNT PAID DO NOT PAY

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE1128A 9000000093 00.0000.0080 91/1



SUMMER WOODS COMMUNITY DEVELOPMENT
 DISTRICT
 RIZZETTA AND COMP// TAYLOR N.
 3434 COLWELL AVE SUITE 200
 TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
 PO BOX 25350
 BRADENTON FL 34206-5350

000313378Z000000000000164145

MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
 P. O. BOX 25010
 BRADENTON, FL 34206-5010
 PHONE: (941) 792-8811
 www.mymanatee.org/utilities

ACCOUNT NUMBER: 313378-164146
 SUMMER WOODS COMMUNITY
 DEVELOPMENT DISTRICT
 11371 DAYBREAK GLN

BILLING DATE: 28-NOV-2023
 DUE DATE: 19-DEC-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS	PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
Previous Balance:						10.54
Payments Received:						10.54
Balance Forward:						0.00
Reclaim Wtr Non-WasteWtr Cust			4122	4396	274	
Reclaim Water Common Area						11.23
Total New Charges						11.23
Total Amount Due:						\$11.23

No residential garbage and/or recycling collection on Monday, December 25th & Monday, January 1st. Collection services will be delayed one day during those weeks. Call 941-792-8811 or visit mymanatee.org/garbage for more information.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
 P.O. BOX 25010
 BRADENTON, FLORIDA 34206-5010

SERVICE ADDRESS	11371 DAYBREAK GLN
ACCOUNT NUMBER	313378-164146
BILLING DATE	28-NOV-2023
DUE DATE	19-DEC-2023
TOTAL AMOUNT NOW DUE:	\$11.23

CHANGE OF MAILING ADDRESS
 (Check Box And See Reverse Side)

AMOUNT PAID

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE1128A 9000000094 00.0000.0081 92/1



SUMMER WOODS COMMUNITY DEVELOPMENT
 DISTRICT
 RIZZETTA AND COMP// TAYLOR N.
 3434 COLWELL AVE SUITE 200
 TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
 PO BOX 25350
 BRADENTON FL 34206-5350

000313378Z00000011230164146

MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
 P. O. BOX 25010
 BRADENTON, FL 34206-5010
 PHONE: (941) 792-8811
 www.mymanatee.org/utilities

ACCOUNT NUMBER: 313378-164670
 SUMMER WOODS COMMUNITY
 DEVELOPMENT DISTRICT
 11205 DAYBREAK GLN

BILLING DATE: 28-NOV-2023
 DUE DATE: 19-DEC-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS	PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
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Previous Balance: 693.27
 Payments Received: 693.27
 Balance Forward: 0.00

10/19	11/20	32	16470	16933	463	
Wtr Com. Individual Water Usage						119.45
Cost Of Basic Service						41.05
Swr Com Individual Sewer Usage					463	264.37
Cost Of Basic Service						114.04
F2_Com. Solid Waste Commercial Can						66.62
Total New Charges						605.53

Total Amount Due: \$605.53

No residential garbage and/or recycling collection on Monday, December 25th & Monday, January 1st. Collection services will be delayed one day during those weeks. Call 941-792-8811 or visit mymanatee.org/garbage for more information.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
 P.O. BOX 25010
 BRADENTON, FLORIDA 34206-5010

SERVICE ADDRESS	11205 DAYBREAK GLN
ACCOUNT NUMBER	313378-164670
BILLING DATE	28-NOV-2023
DUE DATE	19-DEC-2023
TOTAL AMOUNT NOW DUE:	\$605.53

CHANGE OF MAILING ADDRESS
 (Check Box And See Reverse Side)

AMOUNT PAID

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE1128A 9000000089 00.0000.0076 87/1



SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
 RIZZETTA AND COMP// TAYLOR N.
 3434 COLWELL AVE SUITE 200
 TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
 PO BOX 25350
 BRADENTON FL 34206-5350

000313378Z000000605530164670

MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
 P. O. BOX 25010
 BRADENTON, FL 34206-5010
 PHONE: (941) 792-8811
 www.mymanatee.org/utilities

ACCOUNT NUMBER: 313378-180030
 SUMMER WOODS COMMUNITY
 DEVELOPMENT DISTRICT
 9229 WESTERNWOODS AVE

BILLING DATE: 28-NOV-2023
 DUE DATE: 19-DEC-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS	PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
Previous Balance:						326.98
Payments Received:						326.98
Balance Forward:						0.00
Reclaim Wtr Non-WasteWtr Cust			50083	56907	6824	
Reclaim Water Common Area						279.78
Total New Charges						279.78
Total Amount Due:						\$279.78

No residential garbage and/or recycling collection on Monday, December 25th & Monday, January 1st. Collection services will be delayed one day during those weeks. Call 941-792-8811 or visit mymanatee.org/garbage for more information.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
 P.O. BOX 25010
 BRADENTON, FLORIDA 34206-5010

SERVICE ADDRESS	9229 WESTERNWOODS AVE
ACCOUNT NUMBER	313378-180030
BILLING DATE	28-NOV-2023
DUE DATE	19-DEC-2023
TOTAL AMOUNT NOW DUE:	\$279.78

CHANGE OF MAILING ADDRESS
 (Check Box And See Reverse Side)

AMOUNT PAID

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE1128A 9000000095 00.0000.0082 93/1



SUMMER WOODS COMMUNITY DEVELOPMENT
 DISTRICT
 RIZZETTA AND COMP// TAYLOR N.
 3434 COLWELL AVE SUITE 200
 TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
 PO BOX 25350
 BRADENTON FL 34206-5350

000313378Z00000279780180030

MARC SECURITY SERVICES

5118 N 56th St Ste 122
 TAMPA, FL 33610 US
 +1 8772626372
 invoices@marcss.com

**BILL TO**

SUMMER WOODS COMMUNITY
 DEVELOPMENT DISTRICT
 3434 COLWELL AVENUE
 SUITE 200
 TAMPA, FL 33614 USA

INVOICE 1191**DATE 11/15/2023 TERMS Net 15****DUE DATE 11/30/2023**

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
11/01/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD 7am to 4pm	9	23.05	207.45
11/02/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD 7am to 4pm	9	23.05	207.45
11/03/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
11/04/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD 7am to 4pm	8	23.05	184.40
11/05/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD 8PM TO 4AM	8	23.05	184.40
11/06/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD 8PM TO 4AM	9	23.05	207.45
11/07/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD 7PM TO 3AM	9	23.05	207.45
11/08/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	9	23.05	207.45
11/09/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	9	23.05	207.45

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
11/10/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD VETRANS DAY	8	34.58	276.64
11/11/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD VETRANS DAY	8	34.58	276.64
11/12/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
11/13/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	9	23.05	207.45
11/14/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	9	23.05	207.45
11/15/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	9	23.05	207.45
11/16/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	9	23.05	207.45
11/17/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
11/18/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
11/19/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
11/20/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	9	23.05	207.45
11/21/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	9	23.05	207.45
11/22/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	9	23.05	207.45
11/23/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	9	23.05	207.45
11/24/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
11/25/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
11/26/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
11/27/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	9	23.05	207.45
11/28/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	9	23.05	207.45
11/29/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	9	23.05	207.45
11/30/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	9	23.05	207.45
11/30/2023	VEHICLE PATROL WITH FUEL	FUEL INCLUDED	267	7.10	1,895.70

SUBTOTAL	8,027.08
TAX	0.00
TOTAL	8,027.08

TOTAL DUE	\$8,027.08
------------------	-------------------

Summer Woods CDD
Peace River Electric Summary
Month: Electric 10/23 Dated: 10/26/23
Due: 11/16/23

<u>Account</u>	<u>Description</u>	<u>Service Address</u>	<u>Code</u>	<u>Amount</u>
185639001	Irrigation Control	10904 High Noon Trail	53100-4301	\$ 109.68
185639002	Emergency Access Gate	11424 Daybreak Glen	53100-4301	\$ 32.10
170982001	Entry Sign	8805 Summer Woods Dr	53100-4301	\$ 43.17

Summary

001 53100-4301 \$ 184.95

Total \$ 184.95



Peace River Electric Cooperative, Inc.

Your Touchstone Energy® Cooperative

SUMMER WOODS CDD

Bill Date | 10/26/2023
Account # | 185639001
Member # | 168790

Customer Care | 800-282-3824 8am - 5pm M-F
Pay by Phone | 855-386-9924 24/7
Outage | 800-282-3824 24/7
Website | www.preco.coop

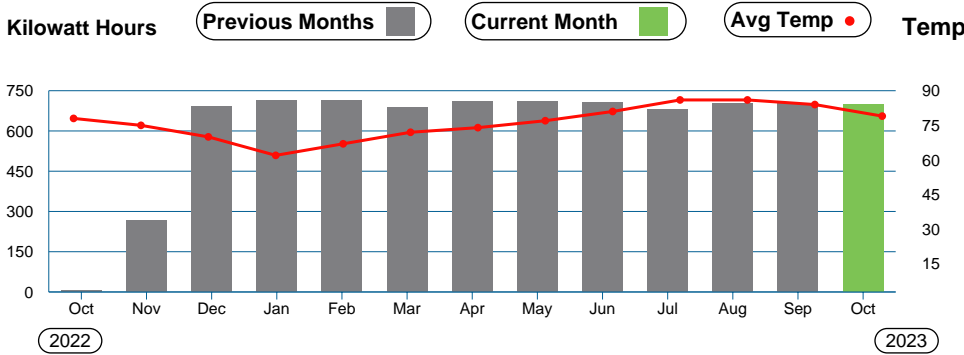


TOTAL AMOUNT DUE

\$109.68

Bank Draft is scheduled for 11/16/2023

Monthly Energy Use



Detailed usage information is available on the SmarHub App or www.preco.coop

Monthly Energy Use Comparison

697 kWh

This Month
31 Days

702 kWh

Last Month
31 Days

5 kWh

This Month
Last Year
30 Days

Your Average Daily Use

22 kWh

Use

\$3.38

Day

Cost not including taxes and fees

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



Peace River Electric Cooperative, Inc.

Your Touchstone Energy® Cooperative

PO Box 1310
210 Metheny Road
Wauchula, Florida 33873
800.282.3824

Account # | 185639001
Service Address | 10904 HIGH NOON TRL

Bank Draft Amount \$109.68
is scheduled for 11/16/2023

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



SUMMER WOODS CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

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



Account
185639001

Service Address
10904 HIGH NOON TRL

Service Description
IRRIGATION CONTROL

Board District
8

Meter #	Service Period		Readings		Meter Multiplier	kWh Usage	kW Reading
	From	To	Previous	Present			
36896782	09/19/2023	10/20/2023	7,389	8,086	1.0	697	0.96

Account Summary		Current Charges		GS-S
Previous Balance	\$110.99	Facilities Use Charge		\$28.00
Payment(s) Made	-\$110.99	Energy Charge	697 kWh @ 0.121	\$84.34
Balance Forward	\$0.00	CPA	697 kWh @ -0.011	-\$7.67
Current Charges	\$109.68	Property Tax Recovery Fee		\$2.27
Total Amount Due	\$109.68	Gross Receipts Tax		\$2.74
			Total Current Charges	\$109.68
Bank Draft Amount				\$109.68

YOU COULD WIN A
\$250
GIFT CARD

COOPERATIVE REWARDS

- Mailing Address or Phone Number Changes
- Permanent Temporary (from ___/___/___ to ___/___/___)

Mailing Address _____
 City _____ State _____ Zip _____
 Home Phone _____ Cell Phone _____

- Online**
Pay your bill at www.preco.coop
- Mobile App**
Download the SmartHub App from the App Store or Google Play.
- By Phone**
Call 855-386-9924 to make a payment.
- Locations**
Wauchula
210 Metheny Rd
Lakewood Ranch
14505 Arbor Green Trail



Peace River Electric Cooperative, Inc.

Your Touchstone Energy® Cooperative

SUMMER WOODS CDD

Bill Date | 10/26/2023
Account # | 185639002
Member # | 168790

Customer Care | 800-282-3824 8am - 5pm M-F
Pay by Phone | 855-386-9924 24/7
Outage | 800-282-3824 24/7
Website | www.preco.coop

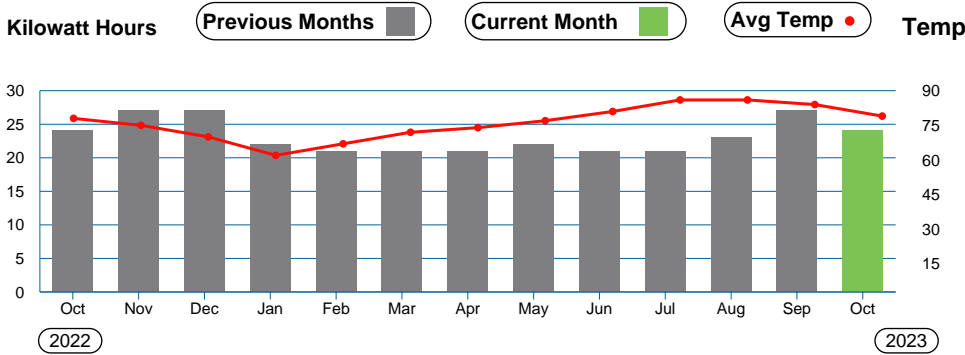


TOTAL AMOUNT DUE

\$32.10

Bank Draft is scheduled for 11/16/2023

Monthly Energy Use



Detailed usage information is available on the SmartHub App or www.preco.coop

Monthly Energy Use Comparison

24 kWh

This Month
31 Days

27 kWh

Last Month
31 Days

24 kWh

This Month
Last Year
30 Days

Your Average Daily Use

1 kWh

Use

\$.99 Day

Cost
not including
taxes and fees

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



Peace River Electric Cooperative, Inc.

Your Touchstone Energy® Cooperative

PO Box 1310
210 Metheny Road
Wauchula, Florida 33873
800.282.3824

Account # | 185639002
Service Address | 11424 DAYBREAK GLEN

Bank Draft Amount \$32.10
is scheduled for 11/16/2023

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



SUMMER WOODS CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

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



Account
185639002

Service Address
11424 DAYBREAK GLEN

Service Description
EMERGENCY ACCESS GATE

Board District
8

Meter #	Service Period		Readings		Meter Multiplier	kWh Usage	kW Reading
	From	To	Previous	Present			
35591797	09/19/2023	10/20/2023	766	790	1.0	24	0.072

Account Summary			Current Charges			GS-S
Previous Balance		\$32.48	Facilities Use Charge		\$28.00	
Payment(s) Made		-\$32.48	Energy Charge	24 kWh @ 0.121	\$2.90	
Balance Forward		\$0.00	CPA	24 kWh @ -0.011	-\$0.26	
Current Charges		\$32.10	Property Tax Recovery Fee		\$0.66	
Total Amount Due		\$32.10	Gross Receipts Tax		\$0.80	
			Total Current Charges		\$32.10	
Bank Draft Amount						\$32.10

YOU COULD WIN A
\$250
GIFT CARD

COOPERATIVE REWARDS

- Mailing Address or Phone Number Changes
- Permanent Temporary (from ___/___/___ to ___/___/___)

Mailing Address _____
City _____ State _____ Zip _____
Home Phone _____ Cell Phone _____

- Online**
Pay your bill at www.preco.coop
- Mobile App**
Download the SmartHub App from the App Store or Google Play.
- By Phone**
Call 855-386-9924 to make a payment.
- Locations**
Wauchula
210 Metheny Rd
Lakewood Ranch
14505 Arbor Green Trail



Peace River Electric Cooperative, Inc.

Your Touchstone Energy® Cooperative

SUMMER WOODS CDD

Bill Date | 10/26/2023
Account # | 170982001
Member # | 168790

Customer Care | 800-282-3824 8am - 5pm M-F
Pay by Phone | 855-386-9924 24/7
Outage | 800-282-3824 24/7
Website | www.preco.coop

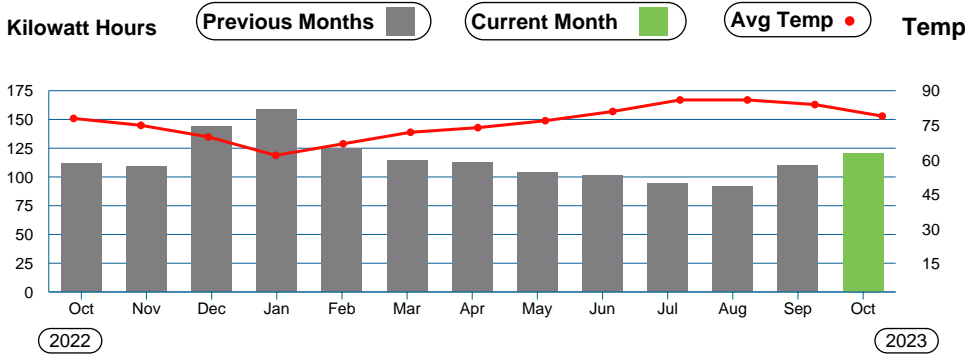


TOTAL AMOUNT DUE

\$43.17

Bank Draft is scheduled for 11/16/2023

Monthly Energy Use



Detailed usage information is available on the SmarHub App or www.preco.coop

Monthly Energy Use Comparison

120 kWh

This Month
31 Days

110 kWh

Last Month
31 Days

112 kWh

This Month
Last Year
30 Days

Your Average Daily Use

4 kWh

Use

\$1.33 Day

Cost
not including
taxes and fees

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



Peace River Electric Cooperative, Inc.

Your Touchstone Energy® Cooperative

PO Box 1310
210 Metheny Road
Wauchula, Florida 33873
800.282.3824

Account # | 170982001
Service Address | 8805 SUMMER WOODS DR

Bank Draft Amount \$43.17
is scheduled for 11/16/2023

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



2781 1 MB 0.561
SUMMER WOODS CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

5 2781
C-10

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



110260170982001000004317000005317102620234

Account
170982001

Service Address
8805 SUMMER WOODS DR

Service Description
ENTRY SIGN

Board District
8

Meter #	Service Period		Readings		Meter Multiplier	kWh Usage	kW Reading
	From	To	Previous	Present			
35778891	09/19/2023	10/20/2023	5,798	5,918	1.0	120	0.322

Account Summary			Current Charges			GS-S
Previous Balance		\$42.13	Facilities Use Charge			\$28.00
Payment(s) Made		-\$42.13	Energy Charge	120 kWh @ 0.121		\$14.52
Balance Forward		\$0.00	CPA	120 kWh @ -0.011		-\$1.32
Current Charges		\$43.17	Property Tax Recovery Fee			\$0.89
Total Amount Due		\$43.17	Gross Receipts Tax			\$1.08
			Total Current Charges			\$43.17
Bank Draft Amount						\$43.17

YOU COULD WIN A \$250 GIFT CARD

COOPERATIVE REWARDS

- Mailing Address or Phone Number Changes
- Permanent Temporary (from ___/___/___ to ___/___/___)

Mailing Address _____
 City _____ State _____ Zip _____
 Home Phone _____ Cell Phone _____

- Online**
Pay your bill at www.preco.coop
- Mobile App**
Download the SmartHub App from the App Store or Google Play.
- By Phone**
Call 855-386-9924 to make a payment.
- Locations**
Wauchula
210 Metheny Rd
Lakewood Ranch
14505 Arbor Green Trail



Peace River Electric Cooperative, Inc.

Your Touchstone Energy® Cooperative

SUMMER WOODS CDD

Bill Date | 11/06/2023
Account # | 170982003
Member # | 168790

Customer Care | 800-282-3824 8am - 5pm M-F
Pay by Phone | 855-386-9924 24/7
Outage | 800-282-3824 24/7
Website | www.preco.coop

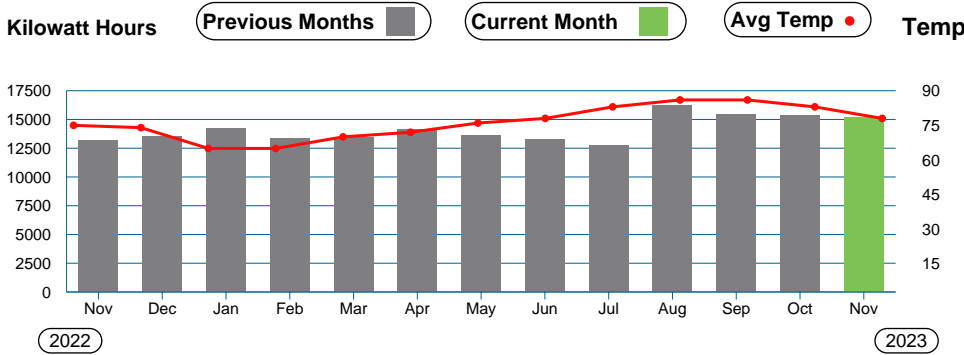


TOTAL AMOUNT DUE

\$1,470.93

Bank Draft is scheduled for 11/27/2023

Monthly Energy Use



Detailed usage information is available on the SmarHub App or www.preco.coop

Monthly Energy Use Comparison

15,195 kWh

This Month
31 Days

15,359 kWh

Last Month
30 Days

13,158 kWh

This Month
Last Year
31 Days

Your Average Daily Use

490 kWh

Use

\$45.28

Day

Cost
not including
taxes and fees

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



Peace River Electric Cooperative, Inc.

Your Touchstone Energy® Cooperative

PO Box 1310
210 Metheny Road
Wauchula, Florida 33873
800.282.3824

Account # 170982003
Service Address 11205 DAYBREAK GLN

Bank Draft Amount \$1,470.93
is scheduled for 11/27/2023

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



4 2248

SUMMER WOODS CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

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



110260170982003000147093000151506110620232

Account
170982003

Service Address
11205 DAYBREAK GLN

Service Description
AMENITY CENTER

Board District
8

Meter #	Service Period		Readings		Meter Multiplier	kWh Usage	kW Reading
	From	To	Previous	Present			
36674773	09/28/2023	10/29/2023	503,864	519,059	1.0	15,195	23.056

Account Summary		Current Charges		GSD
Previous Balance	\$1,505.91	Facilities Use Charge		\$110.00
Payment(s) Made	-\$1,505.91	Energy Charge	15,195 kWh @ 0.083	\$1,261.19
Balance Forward	\$0.00	CPA	15,195 kWh @ -0.011	-\$167.15
Current Charges	\$1,470.93	Billed Demand	23.056 kW @ 8.660	\$199.66
Total Amount Due	\$1,470.93	Property Tax Recovery Fee		\$30.46
		Gross Receipts Tax		\$36.77
		Total Current Charges		\$1,470.93
Bank Draft Amount				\$1,470.93

Season of Giving



Celebrate the season with your one-time donation to Operation Round Up.

\$5.00 \$10.00 \$25.00 \$_____

Signature _____

Complete the section above and return it with your electric bill payment. Your one-time donation will appear on your next bill.

- Mailing Address or Phone Number Changes
- Permanent Temporary (from ___/___/___ to ___/___/___)

Mailing Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____



Online
Pay your bill at
www.precocoop



Mobile App
Download the SmartHub App from the App Store or Google Play.



By Phone
Call 855-386-9924 to make a payment.



Locations
Wauchula
210 Metheny Rd
Lakewood Ranch
14505 Arbor Green Trail



Peace River Electric Cooperative, Inc.

Your Touchstone Energy® Cooperative

SUMMER WOODS CDD

Bill Date | 11/01/2023
Account # | 185639004
Member # | 168790

Customer Care | 800-282-3824 8am - 5pm M-F
Pay by Phone | 855-386-9924 24/7
Outage | 800-282-3824 24/7
Website | www.preco.coop

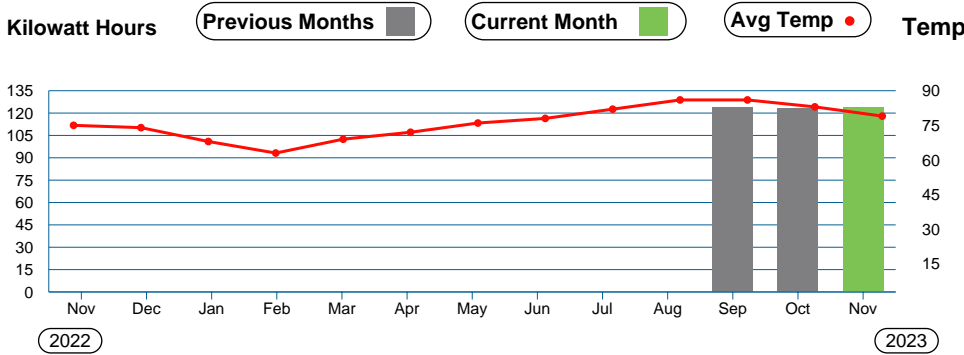


TOTAL AMOUNT DUE

\$47.10

Pay by
11/22/2023

Monthly Energy Use



Detailed usage information is available on the SmarHub App or www.preco.coop

Monthly Energy Use Comparison

124 kWh

This Month
31 Days

123 kWh

Last Month
31 Days

0 kWh

This Month
Last Year
0 Days

Your Average Daily Use

4 kWh

Use

\$1.34 Day

Cost
not including
taxes and fees

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



Peace River Electric Cooperative, Inc.

Your Touchstone Energy® Cooperative

PO Box 1310
210 Metheny Road
Wauchula, Florida 33873
800.282.3824

Account # 185639004
Service Address 9324 WESTERNWOODS AVE

Total Amount Due \$47.10
Pay by 11/22/2023

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



4 2246

SUMMER WOODS CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

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



110260185639004000004710000005710110120232

Account
185639004

Service Address
9324 WESTERNWOODS AVE

Service Description
MONUMENT

Board District
8

Meter #	Service Period		Readings		Meter Multiplier	kWh Usage	kW Reading
	From	To	Previous	Present			
38699836	09/25/2023	10/26/2023	386	510	1.0	124	0.478

Account Summary

Previous Balance	\$104.22
Payment(s) Made	-\$104.22
Balance Forward	\$0.00
Current Charges	\$47.10
Total Amount Due	\$47.10

Current Charges **GS-S**

Facilities Use Charge	\$28.00
Energy Charge	124 kWh @ 0.121 \$15.00
CPA	124 kWh @ -0.011 -\$1.36
Property Tax Recovery Fee	\$0.90
Gross Receipts Tax	\$1.09
Florida Sales Tax	\$3.03
Manatee County Tax	\$0.44
Total Current Charges	\$47.10

Total Amount Due \$47.10

Season of Giving



Celebrate the season with your one-time donation to Operation Round Up.

\$5.00 \$10.00 \$25.00 \$_____

Signature _____

Complete the section above and return it with your electric bill payment. Your one-time donation will appear on your next bill.

Mailing Address or Phone Number Changes

Permanent Temporary (from ___/___/___ to ___/___/___)

Mailing Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____



Online
Pay your bill at
www.precocoop.com



Mobile App
Download the SmartHub App from the App Store or Google Play.



By Phone
Call 855-386-9924 to make a payment.



Locations
Wauchula
210 Metheny Rd
Lakewood Ranch
14505 Arbor Green Trail

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

Invoice

Date	Invoice #
11/1/2023	INV0000084902

Bill To:

Summer Woods CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614
--

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

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,720.92	\$1,720.92
Administrative Services	1.00	\$430.25	\$430.25
Email Accounts, Admin & Maintenance	3.00	\$20.00	\$60.00
Financial & Revenue Collections	1.00	\$344.17	\$344.17
Landscape Consulting Services	1.00	\$700.00	\$700.00
Management Services	1.00	\$1,921.67	\$1,921.67
Website Compliance & Management	1.00	\$100.00	\$100.00
		Subtotal	\$5,277.01
		Total	\$5,277.01

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

Invoice

Date	Invoice #
10/27/2023	INV0000084886

Bill To:

Summer Woods CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614
--

Services for the month of	Terms	Client Number
October	Upon Receipt	00061

Description	Qty	Rate	Amount
Personnel Reimbursement	1.00	\$753.63	\$753.63
Subtotal			\$753.63
Total			\$753.63

RECEIVED
 10/27/23

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

Invoice

Date	Invoice #
11/10/2023	INV0000085062

Bill To:

Summer Woods CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614
--

Services for the month of	Terms	Client Number
November	Upon Receipt	00061

Description	Qty	Rate	Amount
General Management & Oversight	1.00	\$280.00	\$280.00
Personnel Reimbursement	1.00	\$933.48	\$933.48
Subtotal			\$1,213.48
Total			\$1,213.48

RECEIVED
 11/10/23

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

Invoice

Date	Invoice #
11/24/2023	INV0000085691

Bill To:

Summer Woods CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614
--

Services for the month of	Terms	Client Number
November	Upon Receipt	00061

Description	Qty	Rate	Amount
Personnel Reimbursement	1.00	\$941.18	\$941.18
		Subtotal	\$941.18
		Total	\$941.18

RECEIVED
 11/27/23

**Summer Woods CDD
Clubhouse Debit Card
Date:**

Limit \$1,500.00
11/20/2023

*All Expenditures must be supported by receipts in order to be eligible for reimbursement.
Attach all receipts to this form.*

				Clubhouse
				Misc Contingency
				57900-6409
Date	Vendor Name	Description	Amount	
10/07/23	Publix	Community Trash Pickup	(66.71)	(66.71)
10/23/23	Amazon	Amazon Prime Monthly (ACH)	(7.05)	(7.05)
	TOTAL	001-10101	(73.76)	(73.76)

DM Approval: *Matt O'Nolan*

Date:

Publix

PUBLIX GIFT CARD 25.00
Account #XXXXXXXXXXXX4110
ICE 7 LB
1 @ 2 FOR 4.00 2.00 T F
ICE 7 LB
1 @ 2 FOR 4.00 2.00 T F
BODY ARMOR DRINK 7.89 T F
BODY ARMOR DRINK 7.89 T F
BODY ARMOR DRINK 7.89 T F
BODY ARMOR DRINK 7.89 T F
BODY ARMOR DRINK 7.89 T F
Vendor Coupon -1.00 F
Vendor Coupon -1.00 F
Vendor Coupon -1.00 F
Vendor Coupon -1.00 F

Order Total 63.45
Sales Tax 3.26
Grand Total 66.71
Debit Payment 66.71
Change 0.00

Savings Summary
Vendor Coupon 5.00

* Your Savings at Publix *
* 5.00 *

Receipt ID: 1711 A7N 739 836

PRESTO!
Trace #: 735025
Reference #: 0693753062
Acct #: XXXXXXXXXXXX3798
Debit Purchase FROM CHECKING
Amount: \$66.71
Auth #: 013036

DEBIT CARD PURCHASE
A000000980840 US DEBIT
Entry Method: Chip Read
Mode: Issuer-PIN Verified

Your cashier was Self-Checkout Lane 1
10/07/2023 7:40 S1711 R173 9836 00773

Join the Publix family!
Apply today at apply.publix.jobs.
We're an equal opportunity employer.

Publix Super Markets, Inc.

Summer Woods CDD
Clubhouse Debit Card
Date: 10/01/2023 - 10/31/2023

Limit \$1,500.00

All Expenditures must be supported by receipts in order to be eligible for reimbursement.
Attach all receipts to this form.

Date of Purchase	Vendor Name	Description	Amount
10/07/23	Publix	Ice and Body Armor (for Monthly Community Trash Pickup)	\$66.71
TOTAL			66.71

Signature: *Joseph M. Callahan* Date: 10/31/2023

Suncoast Pool Service

P.O. Box 224
Elfers, FL 34680

Invoice

Date	Invoice #
11/3/2023	9820

Bill To
Summer Woods CDD C/O Rizzetta & Company 3434 Colwell Ave, S Tampa, FL 33614

P.O. No.	Terms	Project
Nov 2023	Net 30	

Quantity	Description	Rate	Amount
1	Swimming Pool Service including chemical balance, debris removal from surface and bottom of swimming pool, vacuuming, tile cleaning and skimming. Operational checks of pumps, filter system, chemical feeders, flow meters and vacuum gauges. Chemicals Included.	1,534.00	1,534.00

Thank you for your business.

Phone #

(727) 271-1395

Total

\$1,534.00

Superior Waterway Services, INC.
 6701 Garden Rd, Suite #1
 Riviera Beach FL 33404

INVOICE

DATE
 11/1/2023

INVOICE #
 90930

BILL TO

Summer Woods CDD
 11205 Daybreak Glen
 Parrish, FL 34219

P.O. No.	Terms
November ...	Due on receipt

QTY	DESCRIPTION	RATE	AMOUNT
	Lake Maintenance-Algae and Aquatic Plant Control for 25 Lakes	2,200.00	2,200.00
	Sales Tax	7.00%	0.00

Subtotal	\$2,200.00
Payments/Credits	\$0.00
Balance Due	\$2,200.00

Office: (561) 844-0248 Fax: (561) 844-9629
www.superiorwaterway.com

Thank you for your business.
 Please note that there will be an additional processing fee of 3.5% for all payments made using a credit card.



Tier 1 Pest Solutions LLC
 3902 Corporex Park Dr 450
 Tampa, FL 33619
 (813) 280-9260

Invoice

3434 Colwell Ave Ste 200

INVOICE NO.

ACCOUNT NUMBER

43812

15118

RECEIVED

INVOICE DATE

10/11/2023

NOV 13 2023

LICENSE

Summer Woods CDD
 3434 Colwell Ave Ste 200
 Tampa, FL 33614

DUE DATE (NET 0 TERMS)

Upon Receipt

AMOUNT DUE

\$300.00

Summer Woods CDD (Acct #: 15118)

ITEM	QUANTITY	PRICE	SUBTOTAL
Initial Service	0	\$300.00	\$300.00

Additional Notes

A late fee of \$15 will be added to all invoices that are 5 or more days past due.
 National Emergency Poison Control: (800)222-1222

Taxes **\$0.00**

Invoice Total **\$300.00**

Amount Paid **\$0.00**

Amount Due **\$300.00**

Summer Woods Community Development District

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

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

www.summerwoodscdd.org

Operations and Maintenance Expenditures

For Board Approval

December 2023

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

The total items being presented: **\$66,547.29**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

Summer Woods Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
ADT Commercial	100304	152904698 12/23	Security System Services 12/23	\$ 172.09
BrightView Landscape Services, Inc.	100298	8709041	Fertilizer Application 11/23	\$ 200.00
BrightView Landscape Services, Inc.	100305	8704141	Resod Gate Opening 11/23	\$ 520.00
Doody Free	100306	26524	Dog Station Maintenance 12/23	\$ 388.00
Eco-Logic Services, LLC	100299	3334	Maintenance of Buffers & Upland Areas Phase 1-4 10/23	\$ 21,875.00
Eco-Logic Services, LLC	100299	3335	Initial Treatment - Lakes (Phases 3&4) 11/23	\$ 4,775.00
Frontier Florida, LLC	ACH	941-776-8134-0604205 12/23	Internet Service 12/23	\$ 160.00
HV Solar Lighting, LLC	100307	106	Street Lights 12/23	\$ 11,165.00
Jan-Pro of Manasota	100300	1269	Janitorial Supplies 11/23	\$ 90.11
Jan-Pro of Manasota	100300	79318	Janitorial Service 12/23	\$ 1,095.00
Marc Security Services LLC	100308	1207 12/23	Security Gate Services 12/23	\$ 8,084.67
Morris Engineering and Consulting, LLC	100309	INV-6619 11/23	Engineering Services 11/23	\$ 3,600.00
Nick Knows LLC	100310	SWCDD73	Install Closure - Trash Can 12/23	\$ 1,950.00

Summer Woods Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Peace River Electric Cooperative, Inc.	ACH	170982003 11/23	Amenity Center 11/23	\$ 1,409.57
Peace River Electric Cooperative, Inc.	ACH	185639004 11/23	9324 Westernwoods Ave 11/23	\$ 51.71
Peace River Electric Cooperative, Inc.	ACH	Electric Summary 11/23	Electric Summary 11/23	\$ 184.73
Rizzetta & Company, Inc.	100297	INV0000085706	District Management Fees 12/23	\$ 5,577.01
Rizzetta & Company, Inc.	100303	INV0000085847	General Management & Oversight 12/23	\$ 1,069.04
Summer Woods CDD			Debit Card Replenishment 12/23	\$ 146.36
Suncoast Pool Service, Inc.	100311	9895	Monthly Pool Cleaning & Maintenance 12/23	\$ 1,534.00
Superior Waterway Services, Inc.	100301	91240	Quarterly Aeration Maintenance 12/23	\$ 125.00
Superior Waterway Services, Inc.	100312	91562	Lake Maintenance 12/23	\$ 2,200.00
Tier 1 Pest Solutions LLC	100302	15118	Pest Control 11/23	<u>\$ 175.00</u>
Report Total				<u>\$ 66,547.29</u>



Invoice 152904698

adtcommercial.com

Account Number	Invoice Date	Payment Due Date	PO Number	Amount Due
40044430	11/20/2023	12/15/2023		\$172.09

Take action now with eSuite

See reverse side for details.

Payment Options

Pay online 24/7 esuite.adt.com/ExpressPay

Pay by phone 1.800.606.3535

Mail by check Include the section below

Manage Your Account Update billing information, view past invoices and more esuite.adt.com

Questions? adtcommercial.com

Email: ComCare@adt.com 1.855.238.2666



Description	Amount
SUMMER WOODS CDD 11205 DAYBREAK GLN Services Provided (12/18/23 - 01/17/24) <i>Includes: eSuite Services, Extended Service Plan, Secure Access</i>	\$172.09
Sub Total	\$172.09
INVOICE AMOUNT DUE	\$172.09

RECEIVED
DEC 11 2023

Thank you for choosing ADT Commercial

You will be charged a \$25.00 fee for any payment returned. Make checks payable to ADT Commercial and please include your account number.

Please detach this portion and send with your payment.



P.O. Box 49292 | Wichita, KS 67201

Invoice Number 152904698
Account Number 40044430
Invoice Date 11/20/2023
Payment Due Date 12/15/2023
Amount Due \$172.09

Amount Enclosed \$

Please check box if your billing address has changed, and indicate changes on back.

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1oz - #10 - 3102 - 3493
SUMMER WOODS COMM. DEVELOPMENT
DEVELOPMENT DISTRICT STE 200
3434 COLWELL AVE
TAMPA FL 33614-8390

ADT COMMERCIAL
PO BOX 219044
KANSAS CITY MO 64121-9044



0000 01 040044430 0000017209 6 152904698 7



INVOICE

Sold To: 23023002
Summer Woods CDD
c/o Rizzetta and Company
3434 Colwell Ave Ste 200
Tampa FL 33614

Customer #: 23023002
Invoice #: 8709041
Invoice Date: 11/30/2023
Sales Order: 8292665
Cust PO #:

Job Number	Description	Amount
340500121	Summerwoods CDD Palm Fert 8-2-12	200.00
RECEIVED 11/30/23		Total Invoice Amount 200.00
		Taxable Amount
		Tax Amount
		Balance Due 200.00

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 813 641-3672

Please detach stub and remit with your payment

Payment Stub

Customer Account #: 23023002
Invoice #: 8709041
Invoice Date: 11/30/2023

Amount Due: \$ 200.00

Thank you for allowing us to serve you

Please reference the invoice # on your
check and make payable to

Summer Woods CDD
c/o Rizzetta and Company
3434 Colwell Ave Ste 200
Tampa FL 33614

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655



INVOICE

Sold To: 23023002
Summer Woods CDD
c/o Rizzetta and Company
3434 Colwell Ave Ste 200
Tampa FL 33614

Customer #: 23023002
Invoice #: 8704141
Invoice Date: 11/28/2023
Sales Order: 8271872
Cust PO #:

Project Name: Summerwoods Enhancement Proposal 11-1-23
Project Description: Regrading by Fire Dept Gate - Daybreak Glen

Job Number	Description	Amount
340500121	Summerwoods CDD Strip out 270 sq ft of turf by opening to gate - regrade soi	520.00
RECEIVED 12/07/23		Total Invoice Amount 520.00
		Taxable Amount
		Tax Amount
		Balance Due 520.00

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 813 641-3672

Please detach stub and remit with your payment

Payment Stub

Customer Account #: 23023002
Invoice #: 8704141
Invoice Date: 11/28/2023

Amount Due: \$ 520.00

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

Summer Woods CDD
c/o Rizzetta and Company
3434 Colwell Ave Ste 200
Tampa FL 33614

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655

Doody Free 941

8466 Lockwood Ridge Rd. Unit 258
Sarasota, FL 34243



INVOICE

INVOICE # 26524
DATE 12/01/2023
DUE DATE 12/31/2023
TERMS Net 30

BILL TO

Summer Woods CDD
C/O Rizzetta & Company
3434 Colwell Ave., Suite 200
Tampa, FL 33614

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY

AMOUNT

Dog Station
Dog Station Maintenance

388.00

To pay your invoice online, go to:
www.doodyfree941.com and click on the "Pay
Invoice" icon.

BALANCE DUE

\$388.00

Ph. #: (941) -321-7821
Email: contact@doodyfree941.com
Website: www.doodyfree941.com

Eco-Logic Services LLC

PO Box 18204
Sarasota, FL 34276

Invoice

Date	Invoice #
11/2/2023	3335

Bill To

Summerwoods CDD
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Summerwoods

Description	Amount
Initial treatment of lakes in Phases 3&4	4,775.00
Total	\$4,775.00

Phone # 941-312-1764

Pete@Eco-Logic-Services.com



Your Monthly Invoice

Account Summary

New Charges Due Date	12/28/23
Billing Date	12/04/23
Account Number	941-776-8134-060420-5
PIN	
Previous Balance	160.00
Payments Received Thru 11/16/23	-160.00
Thank you for your payment!	
Balance Forward	.00
New Charges	160.00
Total Amount Due	\$160.00





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 **800-801-6652**

MyFrontier app



P.O. Box 211579
Eagan, MN 55121-2879

6790 0007 NO RP 04 12062023 NNNNNNYN 01 999546

SUMMER WOODS COM. DEV. DIST.
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

PAYMENT STUB

Total Amount Due	\$160.00
New Charges Due Date	12/28/23
Account Number	941-776-8134-060420-5
Amount Enclosed	\$ _____

Mail Payment To:

FRONTIER
PO BOX 740407
CINCINNATI, OH 45274-0407

0960029417768134060420000000000000000000160005



Date of Bill
Account Number

12/04/23
941-776-8134-060420-5

LET FRONTIER® BE YOUR TECH SUPPORT

Tech issues won't wait until you have an IT team to fix them. Get the tech support you need—without the overhead—with Frontier Premium Tech Pro.

business.frontier.com



For help: Customer Service at frontier.com/helpcenter or chat at frontier.com/chat. Visually impaired/TTY customers, call 711.

PAYING YOUR BILL, LATE PAYMENTS, RETURNED CHECK FEES and PAST DUE BALANCES

You are responsible for all legitimate, undisputed charges on your bill. Paying by check authorizes Frontier to make a one-time electronic funds transfer from your account, as early as the day your check is received. When making an online payment, please allow time for the transfer of funds. If funds are received after the due date, you may be charged a fee, your service may be interrupted, and you may incur a reconnection charge to restore service. A fee may be charged for a bank returned check. Continued nonpayment of undisputed charges (incl. 900 and long distance charges) may result in collection action and a referral to credit reporting agencies, which may affect your credit rating.

IMPORTANT CONSUMER MESSAGES

You must pay all basic local service charges to avoid basic service disconnection. Failure to pay other charges will not cause disconnection of your basic service but this may cause other services to be terminated. Frontier Bundles may include charges for both basic and other services. Frontier periodically audits its bills to ensure accuracy which may result in a retroactive or future billing adjustment. Internet speed, if noted, is the maximum wired connection speed for selected tier; Wi-Fi speeds may vary; actual and average speed may be slower and depends on multiple factors. Performance details are at frontier.com/internetdisclosures.

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IF YOU HAVE ANY QUESTIONS, BILLING CONCERN, OR RECURRING ISSUES, PLEASE CONTACT OUR FLORIDA- BASED CUSTOMER CARE TEAM AT 1-888-457-4110. OUR FLORIDA TEAM IS EAGER TO HELP YOU GET SPECIALIZED ATTENTION.



Date of Bill
Account Number

12/04/23
941-776-8134-060420-5

CURRENT BILLING SUMMARY

Local Service from 12/04/23 to 01/03/24

Qty Description 941/776-8134.0

Non Basic Charges

Sim FiberOptic LT 100/100 ST
Wi-Fi Secure LT

Total Non Basic Charges

TOTAL 160.00

Charge

100.00
60.00
160.00

CUSTOMER TALK

Don't let an unexpected outage stop your business. Get Frontier Internet Backup to keep your critical systems running. And for a limited time, you also get an 8-hour battery backup at no additional charge. Get protected. Call 855-757-3369.





HV Solar Lighting, LLC

35 Joyce Lane
Woodbury, NY 11797

Invoice

Date	Invoice #
12/1/2023	106

Bill To
Summer Woods CDD 3434 Colwell Avenue Suite 200 Tampa, FL 33614

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
December 2023	Due on receipt		12/1/2023			

Quantity	Item Code	Description	U/M	Price Each	Amount
203	Street Light	Street Light December 2023		55.00	11,165.00

			Total	\$11,165.00
--	--	--	--------------	-------------

E-mail
olga@exarchagroup.com

TFR Cleaning Services Inc dba Jan-Pro of
Manasota
7361 International Place #408
Sarasota, FL 34240

Invoice

12/4/2023

1269

Summerwoods CDD
C/O Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa FL 33614

P.O. No.	Terms	Due Date	Rep
SUPPLIES	Net 20	12/24/2023	

ORDER#7619353080 DATED:111323

90.11

ITEMS:(1cs) 55-60 Gal Trash Bags,(1cs) Multifold Paper Towels

RECEIVED
12/04/23

Sales Tax (0.0%) \$0.00

Total \$90.11

Balance Due **\$90.11**

Phone #	Fax #
941-907-8141	941-907-8142

TFR Cleaning Services Inc dba Jan-Pro of
Manasota
7361 International Place #408
Sarasota, FL 34240

Invoice

12/1/2023 79318

Summerwoods CDD
C/O Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa FL 33614

P.O. No.	Terms	Due Date	Rep
	Net 10	12/10/2023	259JM

RECEIVED
12/04/23

FEES FOR
JANITORIAL SERVICES; Monthly Cleaning per Agreement

1,095.00

LOCATION: Summer Woods 8715 Corkscrew Lane Parrish, FL 34219

Sales Tax (0.0%) \$0.00

Total \$1,095.00

Balance Due \$1,095.00

Phone #	Fax #
941-907-8141	941-907-8142

MARC SECURITY SERVICES

5118 N 56th St Ste 107
Tampa, FL 33610 US
+1 8772626372
invoices@marcss.com



BILL TO

SUMMER WOODS COMMUNITY
DEVELOPMENT DISTRICT
3434 COLWELL AVENUE
SUITE 200
TAMPA, FL 33614 USA

INVOICE 1207

DATE 12/14/2023 TERMS Net 15

DUE DATE 12/29/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
11/30/2023	VEHICLE PATROL WITH FUEL	FUEL INCLUDED	267	7.10	1,895.70
12/01/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD 7am to 4pm	8	23.05	184.40
12/02/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD 7am to 4pm	8	23.05	184.40
12/03/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
12/04/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD 7am to 4pm	9	23.05	207.45
12/05/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD 8PM TO 4AM	9	23.05	207.45
12/06/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD 8PM TO 4AM	9	23.05	207.45
12/07/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD 7PM TO 3AM	9	23.05	207.45
12/08/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
12/09/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
12/10/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD VETRANS DAY	8	23.05	184.40
12/11/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD VETRANS DAY	9	23.05	207.45
12/12/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	9	23.05	207.45
12/13/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	9	23.05	207.45
12/14/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	9	23.05	207.45
12/15/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
12/16/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
12/17/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
12/18/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	9	23.05	207.45
12/19/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	9	23.05	207.45
12/20/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	9	23.05	207.45
12/21/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	9	23.05	207.45
12/22/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
12/23/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
12/24/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
12/25/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	9	34.58	311.22

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
12/26/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	9	23.05	207.45
12/27/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	9	23.05	207.45
12/28/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	9	23.05	207.45
12/29/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
12/30/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40
12/31/2023	SUMMER WOOD COMMUNITY SECURITY OFFICER	SECURITY OFFICER FOR SUMMER WOOD CDD	8	23.05	184.40

SUBTOTAL	8,084.67
TAX	0.00
TOTAL	8,084.67

TOTAL DUE	\$8,084.67
------------------	-------------------



6997 Professional Parkway East
Suite B
Sarasota, FL 34240

INVOICE

Invoice #: INV-6619
Invoice Date: 12/15/2023
Service Period Ended: 11/30/2023
Due Date: 01/14/2024

BILL Summerwoods CDD
TO C/O Rizzetta and Company
3434 Colwell Avenue
Suite 200
Tampa FL 33614

PROJECT	COMMENTS
Miscellaneous - Summerwoods CDD	

ITEM	UNIT PRICE	QTY	EXTENDED PRICE
Miscellaneous Consulting Site inspections for turn over of infrastructure	200.00	18.00	3,600.00
		TOTAL	\$3,600.00
		TOTAL PAID	\$0.00
		TOTAL DUE	\$3,600.00

Please remit payment to: 15608 29th Street East, Parrish, Florida 34219



INVOICE

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

855-465-6697
www.nickknowscleaning.com

BILL TO
Summer Woods CDD
Matt O'Nolan
11205 Daybreak FL
Glen Parrish, Florida 34219
United States

MONolan@rizzetta.com

Invoice Number: SWCDD73

Invoice Date: December 11, 2023

Payment Due: December 26, 2023

Amount Due (USD): \$1,950.00

[Pay Securely Online](#)

Items	Quantity	Price	Amount
Trash Clan Closure Create closure for trash can. Must buy material, weld together and add hinges to open and close to keep racoons out.	1	\$1,950.00	\$1,950.00

Subtotal: \$1,950.00

RECEIVED
12/10/23

Total: \$1,950.00

Amount Due (USD): \$1,950.00

[Pay Securely Online](#)



link.waveapps.com/jqabde-n9q58n

Notes / Terms

Signature: _____

Signature Date: _____

Thank You for Your Business!



Peace River Electric Cooperative, Inc.

Your Touchstone Energy® Cooperative

SUMMER WOODS CDD

Bill Date | 12/06/2023
Account # | 170982003
Member # | 168790

Customer Care | 800-282-3824 8am - 5pm M-F
Pay by Phone | 855-386-9924 24/7
Outage | 800-282-3824 24/7
Website | www.precocoop

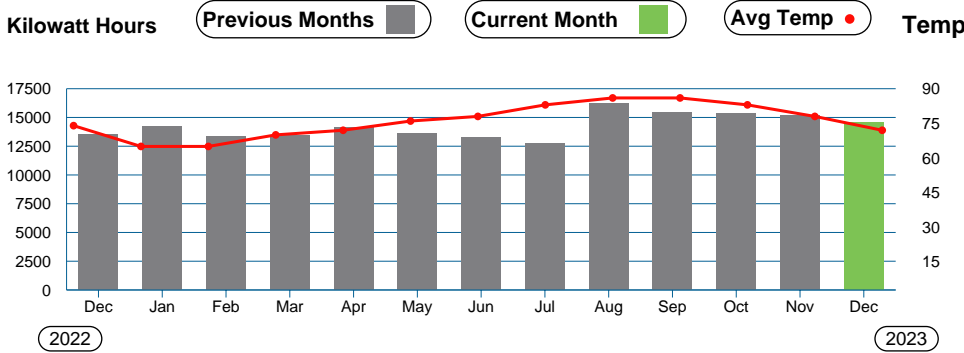


TOTAL AMOUNT DUE

\$1,409.57

Bank Draft is scheduled for 12/27/2023

Monthly Energy Use



Detailed usage information is available on the SmarHub App or www.precocoop

Monthly Energy Use Comparison

14,523 kWh

This Month
30 Days

15,195 kWh

Last Month
31 Days

13,562 kWh

This Month
Last Year
31 Days

Your Average Daily Use

484 kWh

Use

\$44.84 Day

Cost
not including
taxes and fees

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



Peace River Electric Cooperative, Inc.

Your Touchstone Energy® Cooperative

PO Box 1310
210 Metheny Road
Wauchula, Florida 33873
800.282.3824

Account # | 170982003
Service Address | 11205 DAYBREAK GLN

Bank Draft Amount \$1,409.57
is scheduled for 12/27/2023

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



4 2292

SUMMER WOODS CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

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



110260170982003000140957000145186120620239

Account
170982003

Service Address
11205 DAYBREAK GLN

Service Description
AMENITY CENTER

Board District
8

Meter #	Service Period		Readings		Meter Multiplier	kWh Usage	kW Reading
	From	To	Previous	Present			
36674773	10/29/2023	11/28/2023	519,059	533,582	1.0	14,523	21.88

Account Summary	
Previous Balance	\$1,470.93
Payment(s) Made	-\$1,470.93
Balance Forward	\$0.00
Current Charges	\$1,409.57
Total Amount Due	\$1,409.57

Current Charges		GSD
Facilities Use Charge		\$110.00
Energy Charge	14,523 kWh @ 0.083	\$1,205.41
CPA	14,523 kWh @ -0.011	-\$159.75
Billed Demand	21.880 kW @ 8.660	\$189.48
Property Tax Recovery Fee		\$29.19
Gross Receipts Tax		\$35.24
Total Current Charges		\$1,409.57

Bank Draft Amount \$1,409.57

Season of Giving



Celebrate the season with your one-time donation to Operation Round Up.

\$5.00 \$10.00 \$25.00 \$_____

Signature _____

Complete the section above and return it with your electric bill payment. Your one-time donation will appear on your next bill.

Mailing Address or Phone Number Changes

Permanent Temporary (from ___/___/___ to ___/___/___)

Mailing Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____



Online
Pay your bill at
www.preco.coop



Mobile App
Download the SmartHub App from the App Store or Google Play.



By Phone
Call 855-386-9924 to make a payment.



Locations
Wauchula
210 Metheny Rd
Lakewood Ranch
14505 Arbor Green Trail



Peace River Electric Cooperative, Inc.

Your Touchstone Energy® Cooperative

SUMMER WOODS CDD

Bill Date | 12/01/2023
Account # | 185639004
Member # | 168790

Customer Care | 800-282-3824 8am - 5pm M-F
Pay by Phone | 855-386-9924 24/7
Outage | 800-282-3824 24/7
Website | www.preco.coop

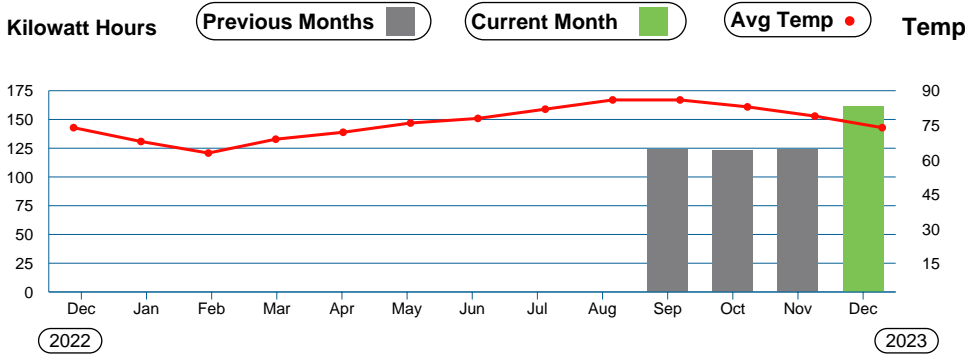


TOTAL AMOUNT DUE

\$51.71

Pay by
12/22/2023

Monthly Energy Use



Detailed usage information is available on the SmarHub App or www.preco.coop

Monthly Energy Use Comparison

161 kWh

This Month
31 Days

124 kWh

Last Month
31 Days

0 kWh

This Month
Last Year
0 Days

Your Average Daily Use

5 kWh

Use

\$1.47 Day

Cost
not including
taxes and fees

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



Peace River Electric Cooperative, Inc.

Your Touchstone Energy® Cooperative

PO Box 1310
210 Metheny Road
Wauchula, Florida 33873
800.282.3824

Account # | 185639004
Service Address | 9324 WESTERNWOODS AVE

Total Amount Due \$51.71
Pay by 12/22/2023

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



4 2300

SUMMER WOODS CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

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



110260185639004000005171000006171120120236

Account
185639004

Service Address
9324 WESTERNWOODS AVE

Service Description
MONUMENT

Board District
8

Meter #	Service Period		Readings		Meter Multiplier	kWh Usage	kW Reading
	From	To	Previous	Present			
38699836	10/26/2023	11/26/2023	510	671	1.0	161	0.4

Account Summary

Previous Balance	\$47.10
Payment(s) Made	-\$47.10
Balance Forward	\$0.00
Current Charges	\$51.71
Total Amount Due	\$51.71

Current Charges **GS-S**

Facilities Use Charge	\$28.00
Energy Charge	161 kWh @ 0.121 \$19.48
CPA	161 kWh @ -0.011 -\$1.77
Property Tax Recovery Fee	\$0.99
Gross Receipts Tax	\$1.20
Florida Sales Tax	\$3.33
Manatee County Tax	\$0.48
Total Current Charges	\$51.71

Total Amount Due \$51.71

Season of Giving



Celebrate the season with your one-time donation to Operation Round Up.

\$5.00 \$10.00 \$25.00 \$_____

Signature _____

Complete the section above and return it with your electric bill payment. Your one-time donation will appear on your next bill.

- Mailing Address or Phone Number Changes
- Permanent Temporary (from ___/___/___ to ___/___/___)

Mailing Address _____
 City _____ State _____ Zip _____
 Home Phone _____ Cell Phone _____



Online
Pay your bill at
www.preco.coop



Mobile App
Download the SmartHub App from the App Store or Google Play.



By Phone
Call 855-386-9924 to make a payment.



Locations
Wauchula
210 Metheny Rd
Lakewood Ranch
14505 Arbor Green Trail

Summer Woods CDD
Peace River Electric Summary
Month: Electric 11/23 Dated: 11/27/23
Due: 12/18/23

<u>Account</u>	<u>Description</u>	<u>Service Address</u>	<u>Code</u>	<u>Amount</u>
185639001	Irrigation Control	10904 High Noon Trail	53100-4301	\$ 109.33
185639002	Emergency Access Gate	11424 Daybreak Glen	53100-4301	\$ 31.65
170982001	Entry Sign	8805 Summer Woods Dr	53100-4301	\$ 43.75

Summary

001 53100-4301 \$ 184.73

Total \$ 184.73



Peace River Electric Cooperative, Inc.

Your Touchstone Energy® Cooperative

SUMMER WOODS CDD

Bill Date | 11/27/2023
Account # | 185639001
Member # | 168790

Customer Care | 800-282-3824 8am - 5pm M-F
Pay by Phone | 855-386-9924 24/7
Outage | 800-282-3824 24/7
Website | www.preco.coop

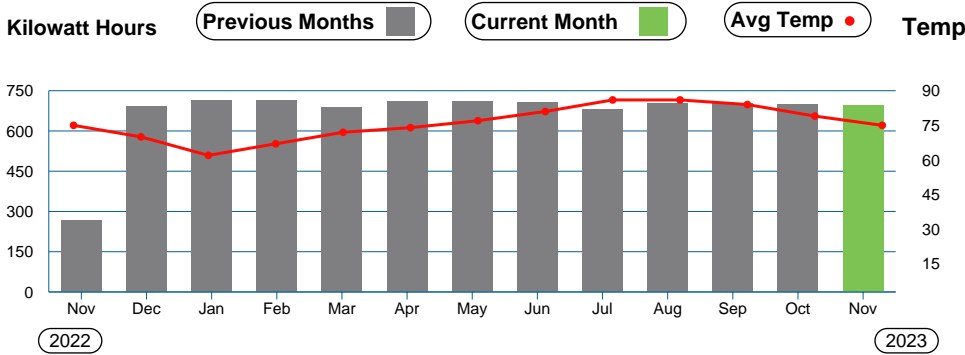


TOTAL AMOUNT DUE

\$109.33

Bank Draft is scheduled for 12/18/2023

Monthly Energy Use



Detailed usage information is available on the SmarHub App or www.preco.coop

Monthly Energy Use Comparison

694 kWh This Month 31 Days

697 kWh Last Month 31 Days

267 kWh This Month Last Year 30 Days

Your Average Daily Use

22 kWh Use

\$3.37 Day Cost not including taxes and fees

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



Peace River Electric Cooperative, Inc.

Your Touchstone Energy® Cooperative

PO Box 1310
210 Metheny Road
Wauchula, Florida 33873
800.282.3824

Account # 185639001
Service Address 10904 HIGH NOON TRL

Bank Draft Amount \$109.33
is scheduled for 12/18/2023

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



SUMMER WOODS CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

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



Account
185639001

Service Address
10904 HIGH NOON TRL

Service Description
IRRIGATION CONTROL

Board District
8

Meter #	Service Period		Readings		Meter Multiplier	kWh Usage	kW Reading
	From	To	Previous	Present			
36896782	10/20/2023	11/20/2023	8,086	8,780	1.0	694	0.954

Account Summary

Previous Balance	\$109.68
Payment(s) Made	-\$109.68
Balance Forward	\$0.00
Current Charges	\$109.33
Total Amount Due	\$109.33

Current Charges **GS-S**

Facilities Use Charge		\$28.00
Energy Charge	694 kWh @ 0.121	\$83.97
CPA	694 kWh @ -0.011	-\$7.63
Property Tax Recovery Fee		\$2.26
Gross Receipts Tax		\$2.73
Total Current Charges		\$109.33

Bank Draft Amount **\$109.33**

Season of Giving



Celebrate the season with your one-time donation to Operation Round Up.

\$5.00 \$10.00 \$25.00 \$_____

Signature _____

Complete the section above and return it with your electric bill payment. Your one-time donation will appear on your next bill.

- Mailing Address or Phone Number Changes
- Permanent Temporary (from ___/___/___ to ___/___/___)

Mailing Address _____
 City _____ State _____ Zip _____
 Home Phone _____ Cell Phone _____



Online
Pay your bill at
www.precocoop.com



Mobile App
Download the
SmartHub App from
the App Store
or Google Play.



By Phone
Call 855-386-9924
to make a payment.



Locations
Wauchula
210 Metheny Rd
Lakewood Ranch
14505 Arbor Green Trail



Peace River Electric Cooperative, Inc.

Your Touchstone Energy® Cooperative

SUMMER WOODS CDD

Bill Date | 11/27/2023
Account # | 185639002
Member # | 168790

Customer Care | 800-282-3824 8am - 5pm M-F
Pay by Phone | 855-386-9924 24/7
Outage | 800-282-3824 24/7
Website | www.preco.coop

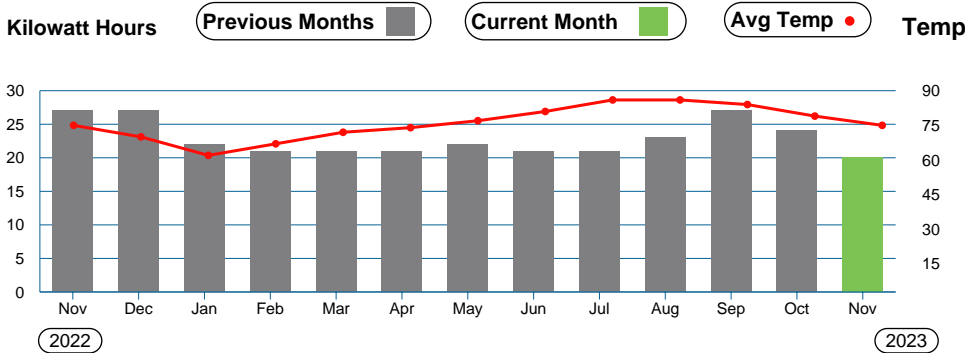


TOTAL AMOUNT DUE

\$31.65

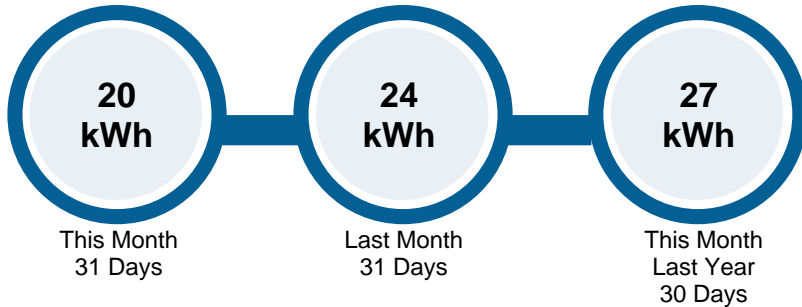
Bank Draft is scheduled for 12/18/2023

Monthly Energy Use

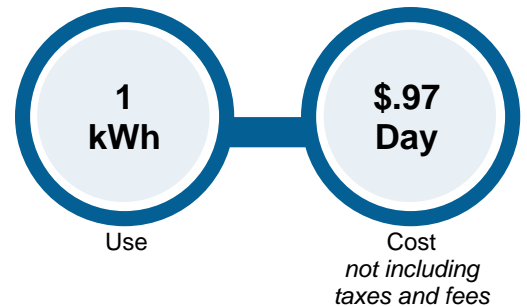


Detailed usage information is available on the SmarHub App or www.preco.coop

Monthly Energy Use Comparison



Your Average Daily Use



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



Peace River Electric Cooperative, Inc.

Your Touchstone Energy® Cooperative

PO Box 1310
210 Metheny Road
Wauchula, Florida 33873
800.282.3824

Account # | 185639002
Service Address | 11424 DAYBREAK GLEN

Bank Draft Amount \$31.65
is scheduled for 12/18/2023

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



SUMMER WOODS CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

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



Account
185639002

Service Address
11424 DAYBREAK GLEN

Service Description
EMERGENCY ACCESS GATE

Board District
8

Meter #	Service Period		Readings		Meter Multiplier	kWh Usage	kW Reading
	From	To	Previous	Present			
35591797	10/20/2023	11/20/2023	790	810	1.0	20	0.028

Account Summary			Current Charges		
Previous Balance		\$32.10	Facilities Use Charge		\$28.00
Payment(s) Made		-\$32.10	Energy Charge	20 kWh @ 0.121	\$2.42
Balance Forward		\$0.00	CPA	20 kWh @ -0.011	-\$0.22
Current Charges		\$31.65	Property Tax Recovery Fee		\$0.66
Total Amount Due		\$31.65	Gross Receipts Tax		\$0.79
			Total Current Charges		\$31.65
Bank Draft Amount					\$31.65

Season of Giving



Celebrate the season with your one-time donation to Operation Round Up.

\$5.00
 \$10.00
 \$25.00
 \$_____

Signature _____

Complete the section above and return it with your electric bill payment. Your one-time donation will appear on your next bill.

Mailing Address or Phone Number Changes

Permanent Temporary (from ___/___/___ to ___/___/___)

Mailing Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____



Online
Pay your bill at
www.precocoop.com



Mobile App
Download the SmartHub App from the App Store or Google Play.



By Phone
Call 855-386-9924 to make a payment.



Locations
Wauchula
210 Metheny Rd
Lakewood Ranch
14505 Arbor Green Trail



Peace River Electric Cooperative, Inc.

Your Touchstone Energy® Cooperative

SUMMER WOODS CDD

Bill Date | 11/27/2023
Account # | 170982001
Member # | 168790

Customer Care | 800-282-3824 8am - 5pm M-F
Pay by Phone | 855-386-9924 24/7
Outage | 800-282-3824 24/7
Website | www.preco.coop

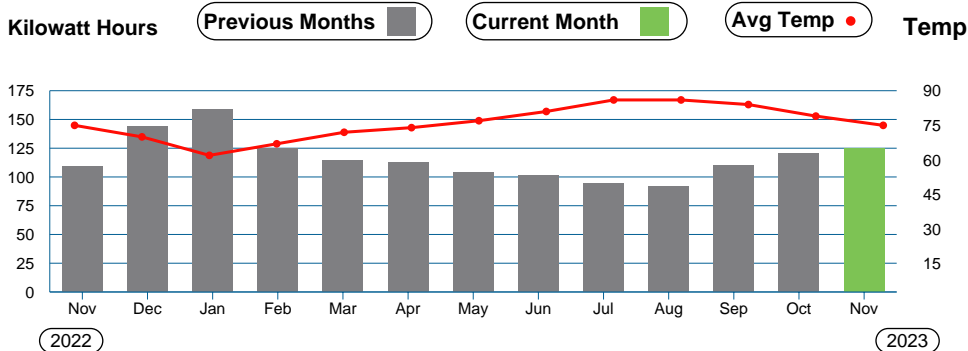


TOTAL AMOUNT DUE

\$43.75

Bank Draft is scheduled for 12/18/2023

Monthly Energy Use



Detailed usage information is available on the SmarHub App or www.preco.coop

Monthly Energy Use Comparison

125 kWh

This Month
31 Days

120 kWh

Last Month
31 Days

109 kWh

This Month
Last Year
30 Days

Your Average Daily Use

4 kWh

Use

\$1.35 Day

Cost
not including
taxes and fees

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



Peace River Electric Cooperative, Inc.

Your Touchstone Energy® Cooperative

PO Box 1310
210 Metheny Road
Wauchula, Florida 33873
800.282.3824

Account # | 170982001
Service Address | 8805 SUMMER WOODS DR

Bank Draft Amount \$43.75
is scheduled for 12/18/2023

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



2767 1 MB 0.561
SUMMER WOODS CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

5 2767
C-10

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



110260170982001000004375000005375112720233

Account
170982001

Service Address
8805 SUMMER WOODS DR

Service Description
ENTRY SIGN

Board District
8

Meter #	Service Period		Readings		Meter Multiplier	kWh Usage	kW Reading
	From	To	Previous	Present			
35778891	10/20/2023	11/20/2023	5,918	6,043	1.0	125	0.322

Account Summary

Previous Balance	\$43.17
Payment(s) Made	-\$43.17
Balance Forward	\$0.00
Current Charges	\$43.75
Total Amount Due	\$43.75

Current Charges **GS-S**

Facilities Use Charge	\$28.00
Energy Charge	125 kWh @ 0.121 \$15.13
CPA	125 kWh @ -0.011 -\$1.38
Property Tax Recovery Fee	\$0.91
Gross Receipts Tax	\$1.09
Total Current Charges	\$43.75

Bank Draft Amount **\$43.75**

Season of Giving



Celebrate the season with your one-time donation to Operation Round Up.

\$5.00 \$10.00 \$25.00 \$_____

Signature _____

Complete the section above and return it with your electric bill payment. Your one-time donation will appear on your next bill.

Mailing Address or Phone Number Changes

Permanent Temporary (from ___/___/___ to ___/___/___)

Mailing Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____



Online
Pay your bill at
www.precocoop



Mobile App
Download the SmartHub App from the App Store or Google Play.



By Phone
Call 855-386-9924 to make a payment.



Locations
Wauchula
210 Metheny Rd
Lakewood Ranch
14505 Arbor Green Trail

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

Invoice

Date	Invoice #
12/1/2023	INV0000085706

Bill To:

Summer Woods CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614
--

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

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,720.92	\$1,720.92
Administrative Services	1.00	\$430.25	\$430.25
Email Accounts, Admin & Maintenance	3.00	\$20.00	\$60.00
Financial & Revenue Collections	1.00	\$344.17	\$344.17
Landscape Consulting Services	1.00	\$800.00	\$800.00
Management Services	1.00	\$1,921.67	\$1,921.67
Website Compliance & Management	1.00	\$100.00	\$100.00
Landscape Consulting Services - Oct & Nov Adj.	2.00	\$100.00	\$200.00

RECEIVED
 11/27/23

Subtotal	\$5,577.01
Total	\$5,577.01

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

Invoice

Date	Invoice #
12/8/2023	INV0000085847

Bill To:

Summer Woods CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614
--

Services for the month of	Terms	Client Number
December	Upon Receipt	00061

Description	Qty	Rate	Amount
General Management & Oversight	1.00	\$280.00	\$280.00
Personnel Reimbursement	1.00	\$789.04	\$789.04

RECEIVED
 12/07/23

Subtotal	\$1,069.04
Total	\$1,069.04

**Summer Woods CDD
Clubhouse Debit Card
Date:**

Limit \$1,500.00
12/7/2023

*All Expenditures must be supported by receipts in order to be eligible for reimbursement.
Attach all receipts to this form.*

				Clubhouse	Clubhouse
				Maintenance & Repair	Misc Contingency
				001-57200-4647	57900-6409
Date	Vendor Name	Description	Amount		
11/11/23	Lowe's	US Flag	(24.98)	(24.98)	
11/21/23	Amazon	Amazon Prime Monthly (ACH)	(7.05)		(7.05)
11/30/23	Amazon	Wall Clock	(46.00)		(46.00)
11/30/23	Lowe's	Heater	(68.33)		(68.33)
	TOTAL	001-10101	(146.36)	(24.98)	(121.38)

DM Approval: *Matt O'Nolan*

Date: 12/7/23



LOWE'S HOME CENTERS, LLC
8740 US 301 NORTH
PARRISH, FL 34219 (941) 981-6760

- SALE -

SALES#: FSTLAN02 4772050 TRANS#: 141588055 11-11-23

102773 2-1/2-FT X 4-FT POLY 5-FT 24.98

SUBTOTAL: 24.98
TOTAL TAX: 0.00
INVOICE 96789 TOTAL: 24.98
DEBITVISA: 24.98
CHANGE: 0.00

DEBITVISA: XXXXXXXXXXXX3798 AMOUNT: 24.98 AUTHCD: 082120
CHIP REFID:345310789368 11/11/23 09:49:36
*PIN VERIFIED
TRACE : 789368 RETRIEVAL: 345310789368
PURCHASE CASH BACK TOTAL DEBIT
24.98 0.00 24.98
TVR : 8080048000
TSI : 6800 AID : A0000000980840

STORE: 3453 TERMINAL: 10 11/11/23 09:49:45
OF ITEMS PURCHASED: 1
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
FOR DETAILS ON OUR RETURN POLICY, VISIT
LOWES.COM/RETURNS
A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
AT OUR CUSTOMER SERVICE DESK

LOWEST PRICE GUARANTEE
FOR MORE DETAILS, VISIT LOWES.COM/LOWESTPRICEGUARANTEE

* SHARE YOUR FEEDBACK! *
* ENTER FOR A CHANCE TO BE *
* ONE OF FIVE \$500 WINNERS DRAWN MONTHLY! *
* ¡ENTRE EN EL SORTEO MENSUAL *
* PARA SER UNO DE LOS CINCO GANADORES DE \$500! *
* *
* ENTER BY COMPLETING A SHORT SURVEY *
* WITHIN ONE WEEK AT: www.lowes.com/survey *
* Y O U R I D #967899 345323 157613 *
* *
* NO PURCHASE NECESSARY TO ENTER OR WIN. *
* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *
* OFFICIAL RULES & WINNERS AT: www.lowes.com/survey *

STORE: 3453 TERMINAL: 10 11/11/23 09:49:45

Details for Order #111-3749499-1987413

[Print this page for your records.](#)

Order Placed: November 28, 2023

Amazon.com order number: 111-3749499-1987413

Order Total: \$46.00

Preparing for Shipment

Items Ordered

Price

1 of: *Timelike Large Decorative Wall Clock, European Industrial Roman Numeral Metal Wall Clock Home Decor Ideal for Living Room Kitchen and Den (Black, 24")* \$42.99

Sold by: Timelike Store ([seller profile](#))

Supplied by: Other

Condition: New

Shipping Address:

Joseph R McCallister
11450 MOONSAIL DR
PARRISH, FL 34219-1872
United States

Shipping Speed:

FREE Prime Delivery

Payment information

Payment Method:

Visa ending in 3798

Billing address

Joseph McCallister
13307 SUNSET SHORE CIR
RIVERVIEW, FL 33579-0007
United States

Item(s) Subtotal: \$42.99
Shipping & Handling: \$0.00

Total before tax: \$42.99
Estimated tax to be collected: \$3.01

Grand Total: \$46.00

To view the status of your order, return to [Order Summary](#).



LOWE'S HOME CENTERS, LLC
8740 US 301 NORTH
PARRISH, FL 34219 (941) 981-6760

- MILITARY - PERSONAL USE SALE -
- SALE -

SALES#: S34530SF 4912172 TRANS#: 843074039 11-29-23

4969024 UTILITECH QUARTZ HEATER	53.98
NO. 20 DISCOUNT EACH	0.00
75000 20.00 IN OUR FLYER PLUS CARD	0.00
10.00 DISCOUNT EACH	1.10
SUBTOTAL:	63.06
TOTAL TAX:	4.47
INVOICE AMOUNT TOTAL:	68.33
DEBITVISA:	68.33
CHANGE:	0.00

TOTAL DISCOUNT: **\$68.33**
7.10

THANK YOU FOR YOUR
MILITARY SERVICE

DEBITVISA: XXXXXXXXXXXX3798 AMOUNT: 68.33 AUTHCD: 011540

CHIP REFID:345311635147 11/29/23 13:59:47

*PIN VERIFIED

TRACE : 635147 RETRIEVAL: 345311635147

PURCHASE CASH BACK TOTAL DEBIT

68.33 0.00 68.33

TUR : 8080048000

TSI : 6800 AID : A0000000980840

STORE: 3453 TERMINAL: 11 11/29/23 13:59:52

OF ITEMS PURCHASED: 2

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
FOR DETAILS ON OUR RETURN POLICY, VISIT
LOWES.COM/RETURNS
A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
AT OUR CUSTOMER SERVICE DESK

LOWEST PRICE GUARANTEE
FOR MORE DETAILS, VISIT LOWES.COM/LOWESTPRICEGUARANTEE

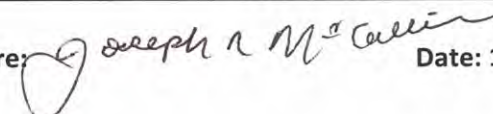
* SHARE YOUR FEEDBACK! *
* ENTER FOR A CHANCE TO BE *
* ONE OF FIVE \$500 WINNERS DRAWN MONTHLY! *
* SENTRE EN EL SORTEO MENSUAL *
* PARA SER UNO DE LOS CINCO GANADORES DE \$500! *
* *
* ENTER BY COMPLETING A SHORT SURVEY *
* WITHIN ONE WEEK AT: www.lowes.com/survey *
* Y O U R I D #806357 345393 334600 *
* *
* NO PURCHASE NECESSARY TO ENTER OR WIN. *
* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *
* OFFICIAL RULES & WINNERS AT: www.lowes.com/survey *

STORE: 3453 TERMINAL: 11 11/29/23 13:59:52

Summer Woods CDD
Clubhouse Debit Ca Limit \$1,500.00
Date: 11/01/2023 - 11/30/2023

*All Expenditures must be supported by receipts in order to be eligible for reimbursement.
Attach all receipts to this form.*

Date of Purchase	Vendor Name	Description	Amount
11/11/23	Lowes	USA Flag	\$24.98
11/28/23	Amazon	Clock	46.00
TOTAL			70.98

Signature: 
 Date: 11/30/2023

Suncoast Pool Service

P.O. Box 224
Elfers, FL 34680

Invoice

Date	Invoice #
11/27/2023	9895

Bill To
Summer Woods CDD C/O Rizzetta & Company 3434 Colwell Ave, S Tampa, FL 33614

P.O. No.	Terms	Project
Dec 2023	Net 30	

Quantity	Description	Rate	Amount
1	Swimming Pool Service including chemical balance, debris removal from surface and bottom of swimming pool, vacuuming, tile cleaning and skimming. Operational checks of pumps, filter system, chemical feeders, flow meters and vacuum gauges. Chemicals Included.	1,534.00	1,534.00

Thank you for your business.

Phone #
(727) 271-1395

RECEIVED
11/26/23

Total

\$1,534.00

Superior Waterway Services, INC.
 6701 Garden Rd, Suite #1
 Riviera Beach FL 33404

INVOICE

DATE
 12/1/2023

INVOICE #
 91240

BILL TO

Summer Woods CDD
 11205 Daybreak Glen
 Parrish, FL 34219

P.O. No.	Terms
December ...	Due on receipt

QTY	DESCRIPTION	RATE	AMOUNT
	Quarterly Aeration Maintenance Performed in March, June, September, and December.	125.00	125.00
	Sales Tax	7.00%	0.00

Subtotal	\$125.00
Payments/Credits	\$0.00
Balance Due	\$125.00

Office: (561) 844-0248 Fax: (561) 844-9629
www.superiorwaterway.com

Thank you for your business.
 Please note that there will be an additional processing fee of 3.5% for
 all payments made using a credit card.



Superior Waterway Services, INC.
 6701 Garden Rd, Suite #1
 Riviera Beach FL 33404

INVOICE

DATE
 12/1/2023

INVOICE #
 91562

BILL TO

Summer Woods CDD
 11205 Daybreak Glen
 Parrish, FL 34219

P.O. No.	Terms
December ...	Due on receipt

QTY	DESCRIPTION	RATE	AMOUNT
	Lake Maintenance-Algae and Aquatic Plant Control for 25 Lakes	2,200.00	2,200.00
	Sales Tax	7.00%	0.00

Subtotal	\$2,200.00
Payments/Credits	\$0.00
Balance Due	\$2,200.00

Office: (561) 844-0248 Fax: (561) 844-9629
www.superiorwaterway.com

Thank you for your business.
 Please note that there will be an additional processing fee of 3.5% for
 all payments made using a credit card.

RECEIVED
 11/25/23



**Tier 1 Pest Solutions
LLC**
3902 Corporate Park Dr 450
Tampa, FL 33619
(813) 280-9260

Invoice
3434 Colwell Ave Ste
200

INVOICE NO: **46111** ACCOUNT NUMBER: **15118**

INVOICE DATE: **11/14/2023**

LICENSE

Summer Woods CDD
3434 Colwell Ave Ste
200
Tampa, FL 33614

DUE DATE (NET 0 TERMS)

Upon Receipt

AMOUNT DUE

\$187.25

Summer Woods CDD (Acct #: 15118)

ITEM	QUANTITY	PRICE	SUBTOTAL
Monthly Commercial	0	\$175.00	\$175.00

Additional Notes

A late fee of \$15 will be added to all invoices that are 5 or more days past due.
National Emergency Poison Control: (800)222-1222

Taxes	\$12.25
Invoice Total	\$187.25
Amount Paid	\$0.00
Amount Due	\$187.25

Please make checks payable to:

Tier 1 Pest Solutions

Thank you!

Service Notification
 Tier 1 Pest Solutions LLC
 3902 Corporex Park Dr 450
 Tampa, FL 33619
 United States



Customer Service
 (813) 280-9260
<https://www.tier1pestsolutions.com>
support@tier1pestsolutions.com

Customer Information

Customer Summer Woods CDD
CustomerID 15118
Account # 15118
Invoice # 46111
Address 3434 Colwell Ave Ste 200
 Tampa, FL 33614
 United States
County Hillsborough
Phone: (813) 304-3616

Service Information



Tech Eric Rlopelle
License #
Supervisor
Supervisor Lic. #
Date 11/14/2023
Service Monthly Commercial
Description 10:00 am - 12:00 pm
Service Time 10:09 am
Time In 10:55 am
Time Out 0 mph
Wind 0.00 °F
Temperature
Serviced Interior Yes

Service Instructions

Products Used

BIFEN L/P Diluted Amount: 6.000 lbs Not Specified
[Bifenthrin 0.2%]
 EPA REG. # 53883-124 Concentrated Amount: 0.012 lbs
 EPA Lot # Dilution Rate: 0.2000000%
 Active Ingredient: 0.2%

Target Issues:
Target Areas: Entire Yard

Cross Check Plus - Lesco Diluted Amount: 0.500 gals Not Specified
[Bifenthrin 7.9%]
 EPA REG. # 279-3206-10404 Concentrated Amount: 0.125 floz
 EPA Lot # Dilution Rate: 0.1953125% **Application Rate: 1 gal**
 Mix Ratio: 0.25 floz / 1 gals per 1000sf
 Active Ingredient: 0.015%

Label Link: <https://www.gallivancompanies.com/pdfs/insecticides/crosscheck-insecticide-label.pdf>

Target Issues:
Target Areas:

DeltaDust - Bayer Diluted Amount: 4.000 grams Duster
[Deltamethrin .05%]
 EPA REG. # 432-772 Concentrated Amount: 0 grams
 EPA Lot # Dilution Rate: 100.0000000% **Application Rate: NULL**
 Active Ingredient: 0.05%

Label Link: https://www.rosepestcontrol.com/filebin/safetydatasheet/deltadust_label.pdf

Target Issues:
Target Areas:

DOMINION 2L - Control Solutions Diluted Amount: 4.000 gals Backpack Sprayer
 Inc. Concentrated Amount: 0.002 gals
[imidacloprid; 2-[6-chloro-2-pyridinyl(0-methyl)-n-nitro-2-imidazolidinyl] 21.40%amine]
 EPA REG. # 53883-229 Dilution Rate: 0.0500000%
 Active Ingredient: 21.4%

Target Issues:
Target Areas:

Equipment Summary

Technician Comments:

Today we came by to do the interior/exterior service on the pool and lounge areas. Treated interiors of the bathrooms and all accessible locations. Applied liquid barrier to the exterior of the buildings and treated pavers in the general area. Swept thoroughly around the buildings as well as the park benches in the dog park and anywhere else.

Thanks for choosing Tier 1 Pest Solutions.

- Eric R

Tier 1 Pest Solutions LLC is committed to the safety of our customers and our environment. All materials used by Tier 1 Pest Solutions LLC have been registered by the Environmental Protection Agency. Please avoid unnecessary contact with materials and comply with all instructions and recommendations from our technicians. Thanks for your patronage! National Emergency Poison Control: (800)222-1222

Tech Signature:

Billing Summary

Congratulations, your account is on Auto Pay -- no action needed!

BILLING INFORMATION
Customer Summer Woods CDD
CustomerID 15118
Account # 15118
Invoice # 46111
Address 3434 Colwell Ave Ste 200
 Tampa, FL 33614 US
Phone: (813) 304-3616
Service Date 11/14/2023
Service Monthly Commercial
Description
Service Time 10:00 am - 12:00 pm

ACCOUNT STATEMENT:

Service Total \$187.25
Amount paid \$0.00
Service Amount Due \$187.25

(813) 280-9260
<https://www.tier1pestsolutions.com>
support@tier1pestsolutions.com

Current Account Balance \$487.25

Tab 10

**AGREEMENT FOR
WETLANDS MAINTENANCE SERVICES¹**

THIS AGREEMENT (“Agreement”) is made, and entered into, by and between:

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o Rizzetta & Company Inc., 3434 Colwell Ave., Suite 200, Tampa, Florida 33614 (“**District**”), and

ECO-LOGIC SERVICES LLC, a Florida limited liability company, with a mailing address of P.O. Box 18204, Sarasota, Florida 34240 (“**Contractor**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190 of the *Florida Statutes*; and

WHEREAS, the District owns, operates and maintains public improvements and community facilities, including wetlands (“**Facilities**”); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide wetland maintenance services for the Facilities, as outlined in **Exhibit A (“Services”)**; and

WHEREAS, Contractor represents and warrants that it is qualified to provide such Services and desires to enter into an agreement with the District to provide the Services in accordance with the terms and specifications in this Agreement and **Exhibit A**.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

2. SERVICES. The Contractor agrees to provide the Services outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor represents that the Services are sufficient to ensure that the Facilities are being

¹ This Agreement supersedes and replaces the original agreement between the parties dated August 31, 2021 and all related addendums. The scope of work of the original agreement and related addendums have been incorporated into this Agreement which represents all the current services provided by Contractor.

operated in a manner consistent with applicable permits and approvals, if any. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. This Agreement grants to Contractor the right to enter the District property that is the subject of this Agreement, and for those purposes described in this Agreement.

Additional Work. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

3. TERM. Contractor shall provide the Services beginning upon the full execution of this Agreement, and continue through the first September 30 following the effective date of this Agreement, unless terminated earlier pursuant to its terms. This Agreement shall automatically renew for one-year periods beginning October 1 (i.e., based on the District's fiscal year), unless terminated pursuant to the terms herein.

4. COMPENSATION; PAYMENT. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

5. CARE OF DISTRICT PROPERTY. Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

6. COMPLIANCE WITH LAW. In providing the Services, Contractor shall comply with all applicable laws, rules, and regulations, including but not limited to all orders or requirements affecting the District property placed thereon by any governmental authority having jurisdiction.

7. PERMITS AND LICENSES. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

8. ACCIDENTS/CLAIMS. Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Amenity Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("**Board**") expressly directs Contractor otherwise, in writing.

9. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

10. TERMINATION. The District shall have the right to terminate this Agreement immediately upon written notice for cause, or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District. In the event either party terminates this Agreement, Contractor's sole remedy shall be to recover the balance of money due and owing to it at the effective date of termination for the work actually performed up to that date, subject to any off-sets the District might have against Contractor.

11. INSURANCE. Contractor shall maintain throughout the term of this Agreement the insurance listed in **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.

12. INDEMNIFICATION. 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. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentages of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest accrued against the District, all as actually incurred. 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.

13. DEFAULT; THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

14. ATTORNEY'S FEES. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

15. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties hereto relating to the subject matter of this Agreement.

16. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both parties hereto.

17. NOTICES. All notices, requests, consents, and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, at the addresses first listed above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

18. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

19. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

20. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in the County in which the District is located.

21. 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*. Contractor acknowledges that the designated public records custodian for the District is the District's Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O RIZZETTA & COMPANY INC., 3434 COLWELL AVE., SUITE 200, TAMPA, FLORIDA 33614; 813-933-5571 (PHONE); MONOLAN@RIZZETTA.COM (EMAIL).

22. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

23. HEADINGS. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

24. NEGOTIATIONS AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

25. LIMITATIONS ON LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of

liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

26. 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.

27. 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.

28. CONFLICTS. In the event that there are any conflicts between the terms of this Agreement and its exhibits, the terms of this Agreement shall control.

29. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of both parties hereto, both parties have complied with all the requirements of law, and both parties have full power and authority to comply with the terms and provisions of this Agreement.

30. E-SIGNATURE; COUNTERPARTS. This Agreement may be executed by electronic signature, and in any number of counterparts; however, all such counterparts together shall constitute but one and the same instrument.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

**SUMMER WOODS COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:
Candice Bair
Candice Bair
By: _____
Its: President _____
Date: 1/18/2024 _____

ECO-LOGIC SERVICES LLC

Peter Nabor
By: Peter Nabor _____
Its: Principal _____
Date: 01/18/2024 _____

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

Exhibit A:

SUMMERWOODS



1.0 Compliance Monitoring

Eco-Logic Services will perform monitoring events for the four mitigation/enhancement areas in Phases 3&4 of the Summerwoods site (shaded dark green on Figure 1) according to the schedules listed in Southwest Florida Water Management District Permit No. 43035032.009 which requires that the mitigation areas will then be monitored on a semi-annual schedule (two events per year) with an annual summary report submittal until the permit success criteria are achieved. The Manatee County Land Development Code requires semi-annual monitoring for two years (two events per year), followed by annual monitoring until the success criteria are achieved. The mitigation areas will then be monitored semi-annually (two events per year) until the permit success criteria are achieved.

2.0 Mitigation Maintenance

Eco-Logic Services will work to control invasive species from the four mitigation/enhancement areas in Phases 3&4 of the Summerwoods site (shaded dark green on Figure 1). Maintenance in the areas will be performed to meet the regulatory requirements for the site and will be performed on a quarterly basis (4 events per year).

3.0 Preserve Maintenance

Eco-Logic Services will perform necessary management services on the preserve areas in the Summerwoods community as detailed below. Maintenance will be performed to meet the regulatory requirements for the site and will be performed on a quarterly basis (4 events per year).

Phase 1&2 preserves: This work includes the wetland buffers (shaded orange on Figure 1), ditches and the wooded areas immediately adjacent to them (shaded light blue on Figure 1), and the upland preserves areas (shaded light green on Figure 1). The ditches will be maintained so that flow is not obstructed by woody plants in the ditch bottoms.

Phase 3&4 preserves: This work includes the wetland buffers (shaded red on Figure 1) and the buffer compensation areas (shaded yellow on Figure 1).

4.0 Maintenance of Other Areas

Eco-Logic Services will perform necessary management services on the other areas in the Summerwoods community as detailed below.

Detention areas in Phase 1 & 2: Eco-Logic Services will perform maintenance in the two detention areas (shaded dark blue on Figure 1). Herbicide maintenance will target larger "weedy" vegetation in the retention areas to keep them looking more presentable. Maintenance will be performed on a quarterly basis (4 events per year).

Planted ponds in Phase 3&4: Eco-Logic Services will perform maintenance in Lakes 26, 27, 28, and 29 (shaded purple on Figure 1). Although these areas are labeled lakes on the plan, they are actually shallow detention areas into which native plants have been installed. Bi-monthly (6 events per year) selective herbicide maintenance will target larger "weedy" vegetation in the retention areas to keep the areas looking more presentable.

5.0 Maintenance Specifications

Unless specifically stated otherwise above, the treatment areas detailed above will be aggressively maintained to enhance growth of beneficial native species and to preclude growth of invasive species which would affect permit compliance or aesthetics of the treatment areas. This effort will also help to ensure that these areas meet or exceed design specifications and permit requirements (where applicable) and help to ensure that the areas provide pleasant vistas for the homesites and roadways. Target species include those species listed in the Florida Exotic Pest Plant Council’s 2019 Invasive Plant List. Eco-Logic Services will perform maintenance services using selective applications of appropriate herbicides specifically designed and labeled for such use. All herbicide treatments will be supervised by a state-certified aquatic herbicide applicator. 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.

6.0 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.

7.0 Cost

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

1.0 Mitigation Monitoring2 events per year at \$1,250/event
2.0 Mitigation Maintenance4 events per year at \$6,300.00/event
3.0 Preserve Maintenance	
Phase 1 & 2 preserves4 events per year at \$10,850/event
Phases 3 & 44 events per year at \$1,850/event
4.0 Maintenance of Other Areas	
Detention areas4 events per year at \$850/event
Planted ponds6 events per year at \$775/event
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.

8.0 Assumptions of this Proposal

- 8.1 The Client will make provision for Eco-Logic Services to enter the work area as required to perform services under this Agreement.
- 8.2 Upon request or as required to perform the services under this Agreement, the Client will provide all relevant plans and permits.
- 8.3 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.

- 8.4 This Agreement does not include permit modifications, negotiations with regulatory agencies, or corrective actions for compliance issues.
- 8.5 Staff gauges, piezometers, or monitoring wells are not proposed for water level monitoring in the wetlands. If required, they will be installed and monitored as an addendum to this Agreement.
- 8.6 Native vines (i.e., grapevine), native "weedy plants" (i.e., ragweed and dog fennel), or native upland species will not be targeted in the treatment areas. If control of these plants is desired by the Client or required by an agency, maintenance will be performed for an additional fee via an addendum to this Agreement.
- 8.7 The proposed level of preserve maintenance will be acceptable to the agencies. Additional events or treatment specifications will require additional fees via an addendum to this Agreement.
- 8.8 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.
- 8.9 Cutting and/or removal of dead or undesirable plant material is not included in this Agreement. If any hand removal is desired by the Client, or required by any agency, this service will be provided and billed as additional services as a contract addendum or as a separate Scope of Services.
- 8.10 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.
- 8.11 Because it will harm the native plants, no algae control will be provided in any of the treatment areas.
- 8.12 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.
- 8.13 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.
- 8.14 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 the Summerwoods site showing locations of the work areas.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Keller Insurance, Inc. 117 Forest Park Ct. Longwood FL 32779		CONTACT NAME: Martin Keller Jr.	
		PHONE (A/C, No, Ext): (407) 227-4009	FAX (A/C, No):
		E-MAIL ADDRESS: mark@kellerinsuranceinc.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Admiral Insurance Company	NAIC # 24856
		INSURER B: National Liability & Fire Ins Co	20052
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Eco-Logic Services, LLC. 2250 Shadow Oaks Road Sarasota FL 34240			

COVERAGES **CERTIFICATE NUMBER:** Master 23-24 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
Professional Liability	\$ 2,000,000																				
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Summerwoods CDD c/o Rizzetta & Company 9530 Marketplace Road Suite 206 Fort Myers FL 33912	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/18/2024

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PRODUCER LassiterWare LLC 1317 Citizens Blvd. Leesburg FL 34748		CONTACT NAME: Robbie Garvin PHONE (A/C, No, Ext): (800) 845-8437 E-MAIL ADDRESS: robbieg@lassiterware.com		FAX (A/C, No): (888) 883-8680
INSURED Eco-Logic Services, LLC 2250 Shadow Oaks Road Sarasota FL 34240		INSURER(S) AFFORDING COVERAGE INSURER A: Progressive Express Ins Co		NAIC # 10193
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		


COVERAGES**CERTIFICATE NUMBER:** 23-24 Auto Only**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			974347864	10/21/2023	10/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 100,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						COMBINED SINGLE LIMIT EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Summerwoods CDD c/o Rizzetta & Company 9530 Marketplace Rd, Ste 206 Fort Myers FL 33912	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Tab 11

Symbiont Service Corp

**Pool Heating • Air Conditioning
GeoThermal Comfort Solutions**



“One Company, One Call, Complete Comfort!”

GEO THERMAL POOL HEATING PROPOSAL

FOR

Summerwoods

PARRISH, FLORIDA



4372 N Access Rd, Englewood, FL 34224 • (941)474-9306 • GeoThermalFlorida.com

Lic # CBC1258380, CAC035549, EC0002946, CPC1456477

Symbiont Service Corp

Pool Heating • Air Conditioning
GeoThermal Comfort Solutions



“One Company, One Call, Complete Comfort!”

November 28, 2023

Summerwoods CDD
c/o Rizzetta & Company
Attention: Joe McAllister
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

Re: Proposal for 85°F Pool, No Blanket

Dear Mr. McAllister & Owners:

Enclosed please find our submittal data and proposal to heat the pool at Summerwoods CDD with the efficient **Symbiont GeoThermal Pool Heating/Cooling System**.

The Symbiont™:

- like gas, is unaffected by outdoor air temperatures or sunshine
- costs approximately **81% less** to operate than gas
- pays for itself from savings in approximately **2.36 years**
- has a **15-20 year** serviceable life expectancy, with savings of over **\$1,340,000** during its life-cycle
- enables a **42.28%** Return on Investment
- is environmentally friendly; gas is not
- can cool your pool, gas cannot
- has the best **geothermal** warranty in the industry, i.e. **5-years labor, 7-years all parts** on the Symbiont unit and **Lifetime titanium parts on the condenser heat exchangers**. We are the factory-authorized service center for all **Symbiont™** products.

Pay for the new system with the savings it provides. Many associations put their gas budgets to work and get something for that money instead of just burning it.

Also, note our commercial installation list and how often people have us work for them more than once.

Thank you for the opportunity to bid on your pool heating needs. For more information regarding our products and company, please visit our website at www.GeoThermalFlorida.com.

Sincerely,
Symbiont Service Corp.

Patrick Morse

Patrick Morse

Encl.

4372 N Access Rd, Englewood, FL 34224 • (941)474-9306 • GeoThermalFlorida.com

Lic # CBC1258380, CAC035549, EC0002946, CPC1456477

Symbiont Service Corp

**Pool Heating • Air Conditioning
GeoThermal Comfort Solutions**



“One Company, One Call, Complete Comfort!”

POOL HEATING SUBMITTAL DATA

PROJECT:

Summerwoods CDD
11125 Daybreak Glen
Parrish, Florida 34219



Proposal for 85°F Pool, No Blanket

PHOTOS AND DESCRIPTION OF YMCA POOL	1
HOW A SYMBIONT WORKS DIAGRAM	2
LAKE DIAGRAM	3
PRELIMINARY NOTES	4
SAVINGS / PAYBACK RECAP	5
INSTALLATION PROPOSAL COPY	6
DESCRIPTION OF OPERATION AND SPECIFICATIONS	7
REFERENCES	ADD
SAMPLING OF OUR CUSTOMERS	ADD
PUBLIC AND INSTITUTIONAL POOLS	ADD
CLIENT TESTIMONIALS	ADD

Symbiont Service Corp.

Go Green • Go GeoThermal

"One Company, One Call, Complete Comfort!"



YMCA of Venice

The Michael & Georgia Miller Family YMCA located at 701 Center Road in Venice features a 610,000 gallon swimming pool and a 3,000 gallon whirlpool spa.



The pool is heated and cooled to 82°F year-round by five (5) Symbiont™ Model PH-215-RV Geo-Thermal Heat Pumps extracting heat from a deep aquifer well installed on the property for this purpose. The spa is heated to a constant 104°F by two (2) Symbiont™ Model PH-090-T Geo-Thermal Heat Pumps, using pool water for the heat source.



Like any heat pump, the Symbiont™ uses a refrigerant vapor compression cycle to extract free heat from one place (in this case a deep aquifer water well) and deliver it to another (the swimming pool or spa). The only cost is the

electricity used by the compressor and pumps.

Symbiont Service Corp.'s engineering department projects operational savings in excess of \$22,000.00 annually over conventional gas heaters with the 20-year serviceable life expectancy of the Symbiont™ system. This also means no adverse affect on the environment.



Did You Miss Any Swimming Days Last Winter?

How many otherwise beautiful, sunny swimming days did you miss last winter due to the failure of your current pool heating system?

Solar depends on the presence of sunshine for many days or weeks prior to swimming weather. Air heat pumps require at least a few days of pleasant weather before the pool is warm enough to enjoy.

Gas heaters need to have their pilot lights burning or electric ignition systems functioning properly. Their burner assemblies must be clean of rust and corrosion if they are going to start on demand.

Which system is most reliable? Ask someone who has experience with any of the above systems, and then ask a Symbiont™ customer.

Do You Have Pool Heating Problems?

We can help!

Call us anytime at
941-474-9306

- Statewide Geo-Thermal and air heat pump sales and service.
- New installations or replacement units—Free Estimates.
- Free sizing and cost of operation comparisons.
- Factory Authorized Warranty Station for most makes and models.
- Planned Maintenance Contracts on all makes of Heat Pumps.

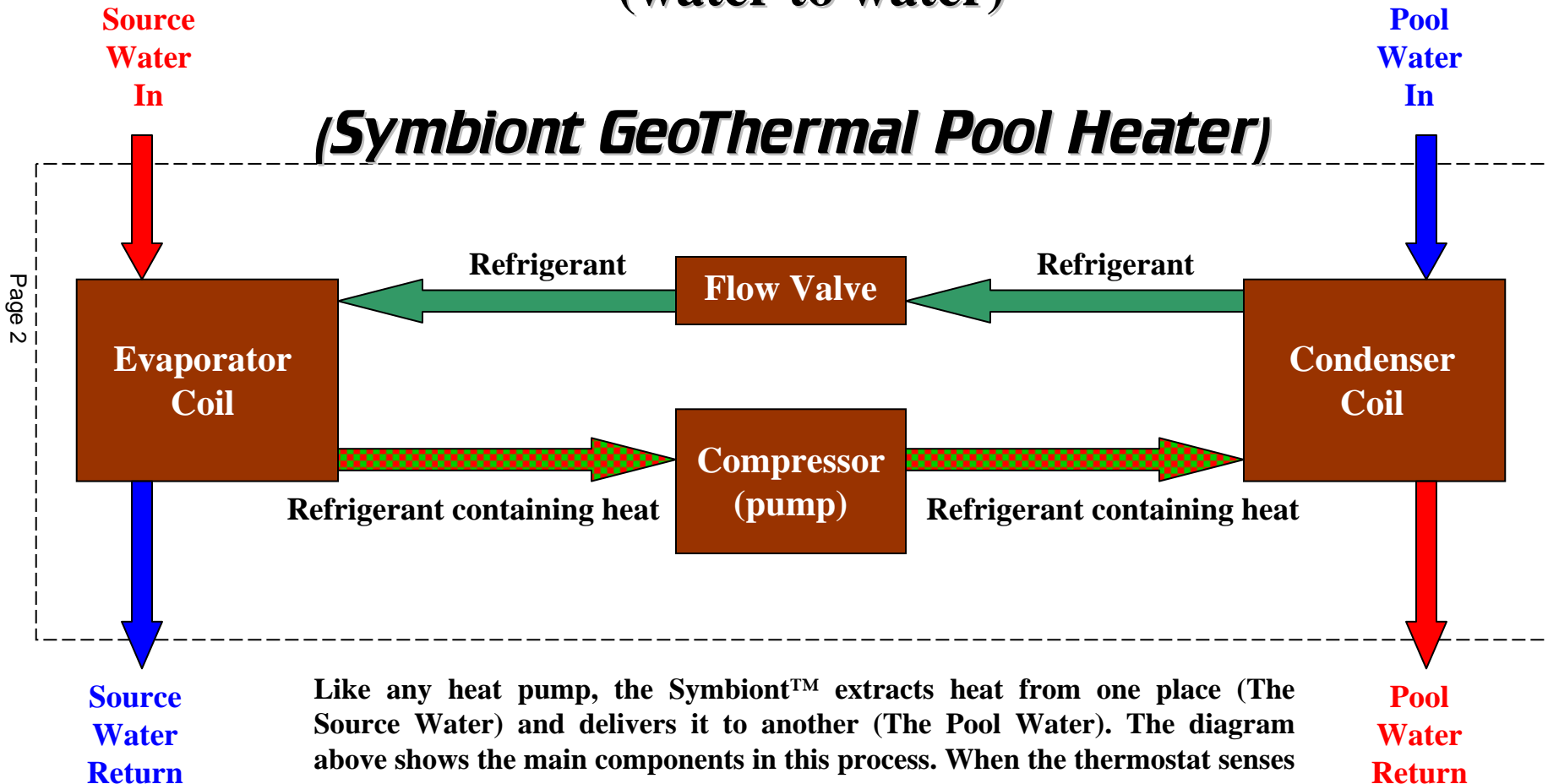


For more information on the Symbiont™ pool/spa heating system, call us at 941-474-9306, or visit our website:

SymbiontService.com

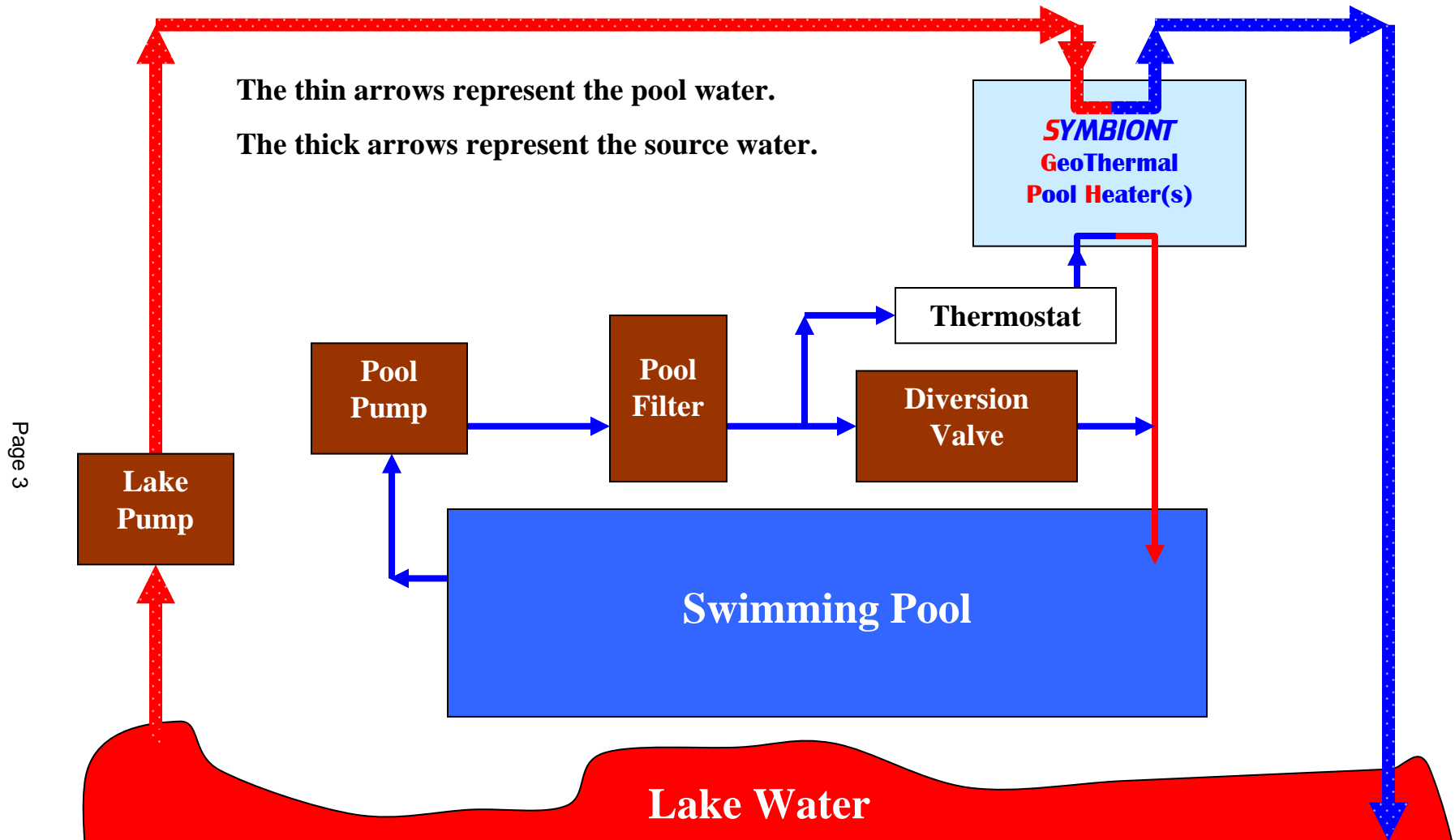
HOW A **SYMBIONT™** WORKS

Heating Cycle (water to water)



Like any heat pump, the Symbiont™ extracts heat from one place (The Source Water) and delivers it to another (The Pool Water). The diagram above shows the main components in this process. When the thermostat senses the pool needs heat, the system cycles on to start the process. The compressor moves refrigerant through the system, absorbing heat from the source water and transferring that heat to the pool water. The two waters *do not* mix. This cycle continues until the pool reaches its desired temperature, and the system will turn off.

Lake Water as the Heat Source



As illustrated above, pool water passes by the Thermostat and through the heater prior to returning to the pool. When the Thermostat senses the pool needs heat the system cycles on and lake pump begins to deliver water to the heater. The lake water and the pool water never mix. The Symbiont then transfers free heat stored in the lake water to the pool water through a refrigerant cycle detailed in a separate diagram. The transfer of free heat in a water to water system (Geo-Thermal) is much more efficient than that of an air to water system (standard heat pumps) or a heat generated system (gas heater). When the pool has reach the desired temperature the heater(s) and lake pump will cycle off.

Symbiont Service Corp

Pool Heating • Air Conditioning
GeoThermal Comfort Solutions



“One Company, One Call, Complete Comfort!”

POOL HEATING SUBMITTAL DATA

PROJECT:

Summerwoods CDD
11125 Daybreak Glen
Parrish, Florida 34219



PRELIMINARY NOTES:

1. Calculations are based upon the specified design temperatures and the other input data, including 30-year historic US Weather Bureau statistics for your geographic area. Since we have no control over the pool thermostat setting, or the weather incurred, we cannot offer an expressed or implied cost of operation guarantee.
2. A gas rate of \$ 3.50 Per Gallon and an electric rate of \$ 0.12 per KWH was assumed. Gas rates are not fixed (constant). All indications suggest gas prices will increase substantially and should be budgeted for.
3. When analyzing your gas costs consider the following:
 - a.) The actual dollar amount spent in the past may have been at a lower gas rate or a lower pool temperature.
 - b.) Our projections are for continuous, uninterrupted pool heat for the entire pool heating season.
4. Proposal is based upon a 146,210 gallon pool.
5. It is assumed that all features pumps will be secured at night and anytime the outdoor air temperature drops below 70 degrees F. In 70F weather the cooling effect of the features, including waterfalls, slides, sprays, fountains, etc. will reduce the pool water temperature as the day progresses, depending upon the air relative humidity.

xSummerwoodsCDD(Parrish)
11/28/2023

Symbiont Service Corp

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POOL HEATING SUBMITTAL DATA

PROJECT:

Summerwoods CDD
11125 Daybreak Glen
Parrish, Florida 34219



SAVINGS/PAYBACK RECAP:

Proposal for 85°F Pool, No Blanket

INSTALLATION COSTS:

Symbiont(s)	\$ 208,157.00
Gas Heater(s) Typical Replacement - Every 5 years	\$ 49,500.00

JOB COST DIFFERENCE:	\$ 158,657.00
----------------------	---------------

PROJECTED COST OF OPERATION

(ASSUMES UNRESTRICTED OCT THRU MAY HEATING):

Gas Heating	\$ 83,021.11
Symbiont Heating	\$ 15,934.21

ANNUAL SAVINGS:	\$ 67,086.90
-----------------	--------------

PAYBACK FROM SAVINGS IN YEARS:	2.36
--------------------------------	------

RETURN ON INVESTMENT*

(COMPARE TO INTEREST-BEARING ACCOUNTS):	42.28%
---	--------

SAVINGS OVER THE 20 YEAR LIFE OF THE SYMBIONT	\$ 1,341,738.05
---	-----------------

*If the lost interest income is a concern initially, remember the added interest income on savings after the payback period is substantially more.

xSummerwoodsCDD(Parrish)

11/28/2023

Symbiont Service Corp.

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4372 North Access Road, Englewood, Florida 34224
941.474.9306 • 800.881.4328 • Fax 941.473.9306
GeoThermalFlorida.com • Info@SymbiontService.com

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POOL/SPA HEATING/COOLING PROPOSAL

Lic #: CAC035549 • EC0002946
CBC1258380 • CPC1456477

Proposal Submitted To:

Summerwoods CDD
c/o Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

Job Name:

Date: **November 27, 2023**

Summerwoods CDD
11125 Daybreak Glen
Parrish, Florida 34219

We hereby submit specifications and estimates for:

10 Symbiont Model PH090ARGSWHM GeoThermal Pool Heat/Cool Units
Includes titanium condenser heat exchangers

Source Water: Lake Water

1 Pump Installation

Customer responsible for bush and tree removal at heater location

Electric: Install new service from single phase
transformer, if adequate, and wire above equipment

This does not include any additional costs to upgrade transformer, if necessary

Complete* installation including controlling digital thermostat.

\$ 208,157.00

* Local permits additional as required.

Manufacturer's Limited Warranty:

One year Symbiont Service Corp. all parts and labor on the installation.

Five year manufacturer's labor on the Symbiont units.

Seven year manufacturer's all parts only on the Symbiont units.

Lifetime parts on titanium tube portion of the condenser heat exchangers.

*Not responsible for any damage to private or public unmarked underground lines, or repairs of landscape,
painted or finished surfaces. All work done to code. All current discounts and promotions have been applied.*

The labor, material and equipment required for this job will be furnished by Symbiont Service Corporation ("Symbiont") for a total of:

Two hundred eight thousand one hundred fifty-seven dollars and no/100 ----- \$208,157.00

\$62,447.00 Deposit With Order – Monthly Progressive Billing

Any alteration or deviation from the above scope of work involving extra costs will become an extra charge in addition to the quoted price based on time and materials pricing. Symbiont Service maintains all required insurances, certificates are available upon request. This contract consists of this proposal as well as the terms and conditions, all documents and exhibits referenced therein and the Limited Workmanship Warranty, all of which are hereby incorporated by reference. This proposal will be subject to withdrawal if not accepted within 30 days. Please make checks payable to "Symbiont Service Corporation".

I HAVE READ AND UNDERSTAND THIS PROPOSAL, THE TERMS AND CONDITIONS AND ALL DOCUMENTS AND EXHIBITS REFERENCED THEREIN AND AGREE TO BE BOUND BY THEIR TERMS.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. Symbiont is authorized to do the work as specified. By signing below, Customer acknowledges that Customer is the owner of the property where work is to be performed.

Customer: _____
(print name)

Signature: _____

Date: _____

Respectfully submitted,

SYMBIONT SERVICE CORPORATION

By: Patrick Mouse

TERMS AND CONDITIONS

1. This proposal is subject to change without notice and is automatically withdrawn on the 30th day following its date of issue if not accepted in writing and a copy of this proposal returned to **Symbiont Service Corporation** ("Contractor"). If Customer cancels the Agreement prior to the start of work, Customer shall be liable for 10% of the total Agreement price as liquidated damages, because Contractor is unable to accurately measure its damages for the cancellation of the Agreement. Customer and Contractor agree that this amount is not a penalty. Contractor reserves the right to withdraw this proposal at any time prior to its acceptance or cancel this Agreement prior to the start of the work to be performed in the event the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error. As used in this Agreement, (a) the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days and (c) singular words include plural and vice versa. Customer shall allow Contractor to post its sign and advertise at the project location during construction.
2. Customer agrees to provide Contractor with adequate access to electricity and other utilities as needed, the work site, and the work area adjacent to the structure. Contractor is not liable and Customer is solely liable for work installed by any person other than Contractor, unless otherwise specified by Contractor in this Agreement.
3. Contractor will not perform service, warranty and/or punch list work if Customer fails to timely pay Contractor, and Contractor may cease all work or terminate the Agreement if Customer fails to timely pay Contractor. Contractor customarily requires a deposit of 30% upon acceptance of the proposal. Customer agrees to pay interest of 1 1/2 % per month (ANNUAL PERCENTAGE RATE OF 18%), unless otherwise required by law, on the balance of any unpaid amounts. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices.
4. **Materials Price Increase:** When the price for any item of materials to be used on the Project increases five percent (5%) or more between Contract signing and materials purchase, Customer shall pay to Contractor, on request, all sums by which the cost to Contractor for any materials item has increased beyond 5%, as demonstrated by Contractor. This includes but is not limited to price increases in metal and PVC, materials, fuel, manufactured products and equipment.
5. Should concealed or unknown conditions be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Agreement price shall be equitably adjusted upon notice thereof from the Contractor to the Customer. Contractor will submit written documentation of the increased charges to the Customer.
6. In the event that Federal, state, county, or municipal codes, regulations or permitting authorities require work not expressly set forth in this Agreement or differ materially from that generally recognized as inherent in work provided for in this Agreement, Customer shall pay for all extra costs incurred by Contractor in addition to the contract price.
7. Contractor is not responsible for any damage to private or public unmarked underground lines, or repairs of landscape, painted or finished surfaces.
8. This Agreement shall be governed by the laws of the State of Florida. Venue of any dispute arising out of this Agreement shall be in the county where the work is being performed unless the parties hereto mutually agree otherwise. Should Contractor employ an attorney to institute litigation or arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising out of or related to this Agreement, the Prevailing Party shall be entitled to recover all of its attorney's fees, costs and expenses incurred therein, including attorney's fees, costs, and expenses incurred at mediation, administrative, appellate or bankruptcy proceedings.
9. **WAIVER OF JURY TRIAL. THE PARTIES KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.**
10. Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranties provided by Contractor shall be deemed null and void if Customer fails to adhere to the payment terms. All warranties are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory.
11. **Contractor makes no warranty of the cost-savings or efficiency of any of its systems. Customer understands that any cost-savings or efficiency effect of geothermal pool heating and air conditioning is dependent on multiple factors that are not within Contractor's control.**
12. In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, or indirect damages, including loss of use, loss of profits, or actions by third parties.
13. Unless otherwise specified, there is no specific completion date. However, Contractor will perform the work hereunder within a reasonable time and in a workmanlike manner. Contractor shall not be liable for any damages, and Customer waives all damages associated with delays in the completion of the work due to permitting or inspection issues, delays in obtaining materials or the transportation of materials, or delays caused by Customer or any person other than Contractor. Payment to Contractor is an absolute and independent obligation, and Customer shall not withhold any part of the Agreement amount for which payment is due under the Agreement as retainage or on account of alleged charge backs or set offs unless previously authorized by Contractor in writing. The total Agreement price, including the charges for changes/extras, shall be payable to Contractor in accordance with the agreed upon terms.
14. Contractor shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, accidents, civil disturbances, fires, weather conditions, strikes, war or other causes beyond Contractor's reasonable control. It is understood that the Customer maintains all necessary insurances for the property.
15. It is Customer's duty to notify Contractor in writing within 7 days of the occurrence of any claim, defect, default or deficiency arising out of work, services or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims. Upon notification, Customer shall provide Contractor with a reasonable time of not less than 10 business days to cure or correct the Occurrence before terminating the Agreement, hiring a replacement contractor or taking any adverse or legal action against Contractor. Under this agreement, notice is proper if served on an officer of Symbiont and an officer of Customer or Customer individually.
16. The actual start-up and balance of the equipment will be completed upon satisfactorily passing all permitting inspections and completion of electrical supply provided by the power company. **Your final payment is due the day of equipment start-up.** Any additional charges for permits may be billed to you separately.
17. Within a week of completion and start-up a Symbiont Service representative will perform a walk-through inspection with your Management and/or Maintenance staff to verify that your new System is in working order, and to answer any questions or concerns that you may have. If needed, we will also create a punch list of items needing correction which will be signed by the parties and will include an estimated completion date for each item. The existence of a punch list does not and shall not constitute a basis for delaying any payment including final payment if all other conditions for final payment have been satisfied. Customer acknowledges that the punch list is to include only those items that are required pursuant to the contract, but which have yet to be completed at the time of the walk-through inspection. Only one punch list shall be prepared for the Project. Extra or additional work that is outside the terms of the written contract will not be considered punch list items.
18. Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. This Agreement incorporates the documents entitled "Limited Workmanship Warranty" and "Statutory Warnings." Customer acknowledges that it has read/agreed to all incorporated documents and exhibits.

Customer Initials: _____

Contractor Initials: SM

Symbiont Service Corp

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GeoThermal Comfort Solutions***



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Proposal Submitted To:
Summerwoods CDD
Attention: Joe McAllister
c/o Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

Job Location:
Summerwoods CDD
11125 Daybreak Glen
Parrish, Florida 34219

Pool Heating • Air Conditioning



Getting Started...

1. Preinstallation Survey



- Mike Jaques 941-716-8221
- Patrick Morse 941-716-0142

2. Permits / Intro



- Brooke Sparks ext. 121
- Plumbing _____
- Electrical _____
- _____

3. Progress Payments



- Deposit: \$ _____
- Terms: _____
- _____
- Blake Bettis ext. 105

Moving Forward...

4. Subcontractor Management



- _____
- _____
- Mike Jaques ext. 101

5. Installation



- _____
- _____
- _____

6. Customer Walk-Thru



- Patrick Morse 941-716-0142

7. Your 6-month Check-up



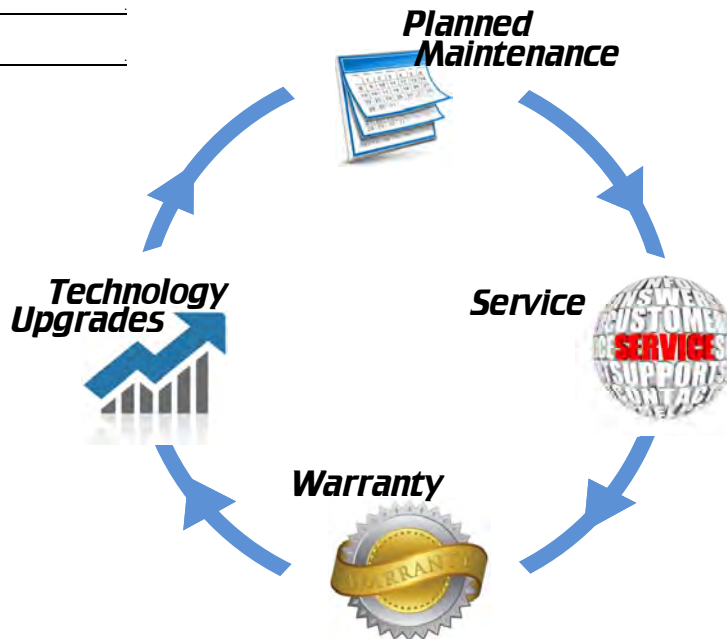
- Jennifer Black ext. 117

8. Follow Up ...from Your Sales Rep



- Patrick Morse 941-716-0142

Ongoing Customer Care...



Symbiont Service Corp

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941.474.9306 | 800.881.4328

GeoThermalFlorida.com

Lic. # CBC1258380, CPC1456477, CAC035549, EC0002946

The Symbiont Difference

1. **Vibration isolators – noise reduction**
2. **Engineered hurricane ties – meets code and safety standards**
3. **Concrete pad (reinforced commercial) – longevity**
4. **Directional bore piping – minimizes impact to landscaping**
5. **Engineered aluminum equipment racks – minimizing footprint**
6. **Spears valves and fittings – industry leader**
7. **Brass pressure/temperature ports – accurate start-up and balance for optimum performance**
8. **Isolation ball valves with Viton seals on all inlets and outlets of Symbiont units – for optimum balancing**
9. **Schedule 80 nipples on all pumps – eliminating torque cracks**
10. **Headers supported by unistrut and hangers – professional installation**
11. **All rigid schedule 40 pvc piping (no flexible pvc) – for durability and longevity**
12. **All pumps properly sized and engineered – optimum flow and performance**
13. **Symbiont interlocking controller and single digital thermostat operation – for simplified operation**
14. **Installations comply with National Electric Code and local Florida Building Code**
15. **Six month post-installation inspection – to confirm system is working at factory specifications**
16. **Factory authorized service center – removes the middle-man**
17. **In-house service department for entire system – “One Company, One Call, Complete Comfort!”**
18. **Fully stocked trucks – most repairs performed same day**
19. **Planned Maintenance program – maintain system life expectancy and efficiency**
20. **North American Technician Excellence (NATE) certified technicians – qualified service and maintenance technicians**
21. **Prompt service response time and 24-hour emergency service**
22. **Sole Source Solutions – “One Company, One Call, Complete Comfort!”**
 - a. **We process all permitting**
 - b. **We hire, coordinate, and pay qualified subcontractors, as needed**
 - c. **We are State Licensed Contractors**
 - i. **Electrical**
 - ii. **HVAC**
 - iii. **Building**
 - iv. **Pool Service**
 - d. **Complete turn-key installation**
23. **Providing peace of mind – more than 1,400 satisfied customers over 35 years of expertise.**

Symbiont Service Corp.

Go Green • Go GeoThermal

“One Company, One Call, Complete Comfort!”



Description of Operation & Specifications

MODEL PH-090-T



Features

- Modular Design with Easy Piping and Wiring Access
- Painted Aluminum Cabinets with Raised-Base Aluminum Chassis
- Insulated for Quiet Operation
- High Efficiency Scroll Compressor with Inherent Motor-Protector
- Titanium Tube-Shell Condenser Heat Exchanger
- Coaxial Marine Cupronickel Evaporator Heat Exchanger
- Refrigerant Liquid Receiver and Filter/Dryer
- Refrigerant Sight-Glass with Moisture Indicator
- Thermostatic Expansion Valve
- High and Low Pressure Switches
- Time Delay Compressor Protectors
- Electronic Digital Pool/Spa Thermostat
- Factory Installed Reverse-Cycle Summer Pool Cooling
- ARL or ETL Listed/Approved

Description of Operation

The SYMBIONT™ Geo-Thermal Pool Heater is a high quality, high performance, dedicated water-to-water package heat pump.

The SYMBIONT™ is designed to provide high performance operation on private and public pools and spas. Like gas, the SYMBIONT™ is totally unaffected by outdoor weather conditions.

The SYMBIONT™, while competitively priced with either solar heating systems or air source heat pumps, costs substantially less to operate than any air source available. When cost of operation and dependability are considered, the SYMBIONT™ has no equal.

When the pool pump is running, and on demand of the thermostat, the SYMBIONT™ pool heater and source water pump are energized to heat the pool.

Like any heat pump, the SYMBIONT™ uses a refrigerant vapor compression cycle to extract free heat from one place (the heat source, either a well, a lake, or canal) and deliver it to another (the pool or spa). All you pay for is the electricity used by the compressor and pumps.

Specifications*

Source EWT (Entering Water Temp)	65F	75F
BTUH Rating	84,836	94,420
COP	4.82	5.27
Source/Pool Water GPM	15/25	15/25
Source/Pool Water Connections	1”/2”	
Compressor	6 HP	
Volts/Hertz/Phase	208-230/60/1	
RLA	32.1	
LRA	148	
Minimum Circuit Ampacity	40.1	
Maximum Breaker	60	
Weight	290 lbs.	
Length/Width/Height	36” x 32” x 31”	

Symbiont Service Corp.

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LAUREL OAK COUNTRY CLUB



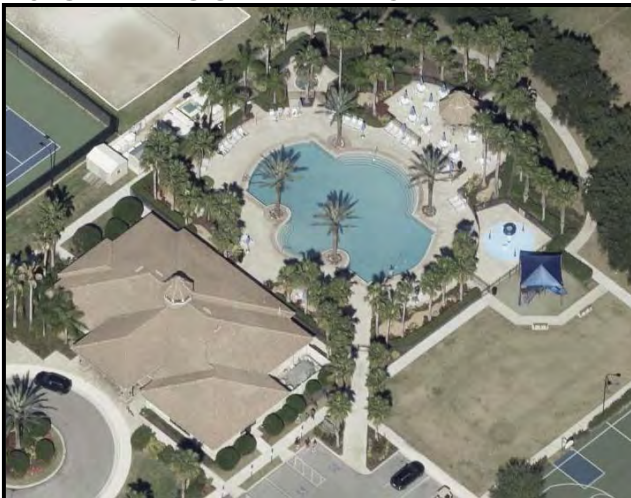
Sarasota, Florida
171,000 Gallon Pool
85°F Pool Temperature
Installed January 2006

VILLAGE WALK SARASOTA



Sarasota, Florida
119,500 Gallon Pool
85°F Pool Temperature
Installed June 2008

STONEBROOK AT VENICE



Venice, Florida
121,948 Gallon Pool
82°F Pool Temperature
Installed August 2014

FOR MORE CUSTOMER SAMPLES, GO TO ... <http://symbiontservice.com/project-galleries/>

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Tab 12

PROJECT MANUAL
FOR
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES
SUMMER WOODS
COMMUNITY DEVELOPMENT DISTRICT

2024

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**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS
SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
Manatee County, Florida**

Notice is hereby given that the Summer Woods Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained by sending an email to gillyardd@whhassociates.com. In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida, and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with landscape maintenance projects. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit one (1) written proposal AND a PDF file on a flash-drive no later than **[Proposal Due Date] at [Proposal Due Time] (EST)** at 3434 Colwell Ave., Suite 200, Tampa, Florida 33614, Attention: Matthew O-Nolan. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier’s check in the amount of \$25,000 with its proposal. Proposals shall be submitted in a sealed package that shall bear “RESPONSE TO REQUEST FOR PROPOSALS (Summer Woods Community Development District – Landscape & Irrigation Maintenance) ENCLOSED” on the face of it. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after issuance of the Project Manual. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District’s Rules of Procedure, which are available from the District Manager, 3434 Colwell Ave., Suite 200, Tampa, Florida 33614, or by sending an email to monolan@rizzetta.com, (813)533-2950.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to Jere Earlywine at jere.earlywine@kutakrock.com and Katie Ibarra at katie.ibarra@kutakrock.com, with a further copy to: Matthew O’Nolan at monolan@rizzetta.com.

Summer Woods Community Development District
Matthew O’Nolan, District Manager

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

Landscape & Irrigation Maintenance Services
Manatee County, Florida

Instructions to Proposers

1. **DUE DATE.** One (1) written sealed proposal (“**Proposals**”) with a PDF file on a flash-drive must be received by interested parties (“**Proposer**”) no later than [Proposal Due Date], at [Proposal Due Time] (EST) at the offices of Rizzetta & Company, Inc., 3434 Colwell Ave., Suite 200, Tampa, Florida 33614, Attention: Matthew O’Nolan. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at that time. Proposals received after the time and date stipulated above will not be considered.

2. **SUMMARY OF SCHEDULE.** The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE	EVENT
	RFP Notice is issued.
	RFP package available for download.
	Mandatory on-site meeting. [Pre Bid Meeting Location Address]
[RFP QUESTIONS DUE DATE] at 5:00 PM (EST)	Deadline for questions.
[Proposal Due Date] at [Proposal Due Time] (EST)	Proposals submittal deadline.
[Proposal Due Date] at [Bid Open Time] (EST)	Bid opening.

3. PRE-PROPOSAL MEETING. [RESERVED.]

4. **SIGNATURE ON PROPOSAL.** Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.

5. **PROPOSAL GUARANTEE.** Each Proposer shall submit a proposal guarantee in the form of a proposal bond or cashier’s check in the amount of Twenty Five Thousand Dollars (\$25,000) with its Proposal (“**Proposal Guarantee**”). The Proposal Guarantee shall be held until the time of award of contract – but not to exceed ninety (90) days from the submittal deadline – at which time the Proposal Guarantee shall be returned to each unsuccessful Proposer. If the successful Proposer does not enter into the Contract within the time frames set forth herein, the Proposer shall forfeit its Proposal Guarantee to the District.

6. **FAMILIARITY WITH THE PROJECT.** The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of

the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape maintenance thereof. The Proposer agrees to accept the site in an "as is" condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors. **IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.**

7. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District's operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

8. PROJECT MANUAL. The "Project Manual," and any addenda thereto, will be available from the District Manager's office by sending an email to monolan@rizzetta.com.

9. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

10. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Jere Earlywine at jere.earlywine@kutakrock.com and Katie Ibarra at katie.ibarra@kutakrock.com, with a further copy to monolan@rizzetta.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after [RFP QUESTIONS DUE DATE] at 5:00 PM (EST) will not be answered. Answers to all questions will be provided to all Proposers by e-mail. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

12. SUBMISSION OF PROPOSAL. Submit one (1) written proposal & one (1) digital PDF copy (flash drive or disc required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Summer Woods Community Development District – Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

13. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.

14. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

15. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its four parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).
- E. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

- F. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- G. Completed proposal pricing. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors.

16. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that the company's ability to meet the insurance coverage requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

18. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

19. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor ("**Contractor**") will execute a contract for a specified term. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals. The District reserves the right to award by items, groups of items, or total proposal.

20. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's

discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

21. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the agreement form, provided herein.

22. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheets contained within the Project Manual. The Board shall review and evaluate the Proposals in their individual discretion, based on information within the proposals, from reference checks, from staff recommendations, and from any other information available, and shall make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112, *Florida Statutes*, will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

Proposals may be held by the District for a period not to exceed ninety (90) days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

24. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

25. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

26. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

27. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

28. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

29. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of the Project Manual **(i.e., by no later than [BID PROTEST DEADLINE] 5:00 PM (EST))**, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: **Rizzetta & Company, Inc., 3434 Colwell Ave., Suite 200, Tampa, Florida 33614, Attention: Matthew O'Nolan.** A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to twenty percent (20%) of the anticipated total contract award (including the initial one year term of the contract and all renewal terms) that is the subject of the protest. If the protest relates to the Project Manual, or a decision to reject all proposals, the protest bond shall be in the amount of One Hundred Thousand Dollars (\$100,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

**SUMMER WOODS
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS
LANDSCAPE MAINTENANCE SERVICES**

EVALUATION CRITERIA

1. Personnel & Equipment (20 Points Possible) (____ Points Awarded)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. Experience (25 Points Possible) (____ Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer which clearly distinguishes past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. Understanding Scope of RFP (15 Points Possible) (____ Points Awarded)

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. Financial Capacity (5 Points Possible) (____ Points Awarded)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

5. Price (20 Points Possible) (____ Points Awarded)

Twenty (20) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

EXAMPLE: Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 20 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (20). $(210,000/265,000) \times 20 = 15.85$, therefore, Contractor "B" will receive 15.85 of 20 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20). $(210,000/425,000) \times 20 = 9.88$, therefore, Contractor "C" will receive 9.88 of 20 points.

6. Reasonableness of ALL Numbers (15 Points Possible) (____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided, including Parts 1, 2, 3, 4, 5 and 6 as well as unit costs from the additional schedules.

Proposer's Total Score (100 Points Possible) (____ Points Awarded)

END

AFFIDAVIT REGARDING PROPOSAL

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Proposer”), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal (“Proposal”) provided in response to the Summer Woods Community Development District’s (“District”) request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents, as well as the receipt of the following Addendum No.’s: _____.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual **(i.e., by no later than [BID PROTEST DEADLINE] at 5:00 PM (EST))**, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this _____ day of _____, 2024.

Proposer: _____

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by _____, as _____ of _____, 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)

PROPOSAL FORM
PART I – GENERAL INFORMATION

• *Proposer General Information:*

Proposer Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Company Standing:*

Proposer's Corporate Form: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____ Date _____

Is the Proposer in good standing with that State? Yes ___ No ___

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ___ No ___

If no, please explain _____

- *What are the Proposer's current insurance limits?*

General Liability	\$ _____
Automobile Liability	\$ _____
Workers Compensation	\$ _____
Expiration Date	_____

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

_____ Supervisors, who will be onsite ___ days per week;
_____ Technical personnel, who will be onsite ___ days per ____; and
_____ Laborers, who will be onsite ___ days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*

- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ___ No ___ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: _____

Position / Certifications: _____

Duties / Responsibilities: _____

% of Time to Be Dedicated to This Project: _____%

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No ___ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

OFFICERS

PROPOSER: _____

DATE: _____

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

**SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER: _____

DATE: _____

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

**COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: _____

DATE: _____

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS

PROPOSAL FORM
PART III – EXPERIENCE

- *Has the Proposer performed work for a community development district previously? Yes ___ No ___
If yes, please provide the following information for each project (attach additional sheets if necessary):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years starting with the latest year and ending with the most current year:*

2023 = _____

2022 = _____

2021 = _____

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes _____ No _____ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

Reason for Termination: _____

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No ___*

If yes, please describe each violation, fine, and resolution _____

What is the Proposer's current worker compensation rating? _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ___ No ___

If yes, please describe each incident _____

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts? Yes ___ No ___ If yes, please provide:*

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

**PROPOSAL FORM
PART IV PRICING**

NOTE: This pricing form is intended to cover pricing for the initial one year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance \$ _____ Yr

- Storm Cleanup \$_____/hr

- Freeze Protection (description of ability) _____

\$_____/application (**Contractor to identify those plants susceptible to freeze and estimate cost to cover per application**)

- Hand Watering

\$_____/hr for employee with hand-held hose

\$_____/hr for water truck/tanker

These prices are informational only and NOT to be included in General Landscape Maintenance Cost

PART 2

Fertilization (All labor and materials) \$ _____ Yr
(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

CELEBRATION BERMUDA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the “Cost per application” column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials)

\$ _____ Yr
(If entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

**OTC Injections will be performed at the discretion of the District's BOS
 (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand
 Total or Contract Amount.)**

OTC Injections (All labor and materials)

\$ _____ /Yr (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation (One Cartridge)	Total Cost per Year (4x per year)

The District reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ _____ /Yr

**Top Choice application will be performed at the sole discretion of the District's BOS
 (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand
 Total or Contract Amount.)**

PART 4

Irrigation (All labor and materials) \$ _____ /Yr

Freeze Protection (description of ability) _____

\$ _____ /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ _____ /hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall inspect the irrigation system prior to contract award and shall provide a list of additional charges and pricing for any deficiencies and for such items other than routine maintenance as a separate price from this bid. This should be provided on a separate spreadsheet.

PART 5

Based on quantities determined by Contractor’s field measurements at time of bidding, Contractor shall install:

_____ CY Grade “A” Medium Pine Bark Mulch per specs for the first top-dressing at \$ _____/CY (October Application)

And

_____ CY Grade “A” Medium Pine Bark Mulch per specs for the second top-dressing at \$ _____/CY (April Application)

**Installation of Grade “A” Medium Pine Bark Mulch \$ _____/Yr
(This is the total cost if both topdressings are performed - do not include in Grand Total)**

Each top-dressing shall leave all beds with a depth of 3” after compaction

The District reserves the right to subcontract any mulching event to an outside vendor

PART 6

Annual Installation (All labor and materials)

Contractor shall install _____ (4”) annuals four (4) times per year **per specs** at the direction of the District at \$ _____/annual.

\$ _____/rotation

\$ _____/Yr (based on four (4) rotations) **(Do not include in Grand Total)**

The District reserves the right to subcontract any annual installation to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

\$ _____/Yr

FIRST ANNUAL RENEWAL \$ _____/Yr*

SECOND ANNUAL RENEWAL \$ _____/Yr*

THIRD ANNUAL RENEWAL \$ _____/Yr*

***Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

**LANDSCAPE AND IRRIGATION MAINTENANCE
RATES FOR ADDITIONAL SERVICES**

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

- | | | |
|----|---|------------------|
| A. | Mowers w/operator | \$ _____ Hour |
| B. | Bush-Hog w/operator | \$ _____ Hour |
| C. | Tractor w/operator | \$ _____ Hour |
| D. | Supervisor with Transportation | \$ _____ Hour |
| E. | Laborer with hand equipment | \$ _____ Hour |
| F. | Truck w/driver | \$ _____ Hour |
| G. | Irrigation Tech | \$ _____ Hour |
| H. | Granular Pesticide Applicator
Person with Drop Spreader | \$ _____ Hour |
| I. | Liquid Pesticide Applicator
Person with Spray Truck | \$ _____ Hour |
| J. | Granular Fertilizer Applicator
Person with Drop Applicator | \$ _____ Hour |
| K. | Liquid Fertilizer Applicator
Person with Spray Truck | \$ _____ Hour |
| L. | Granular Weed Control Applicator
Person with Drop Applicator | \$ _____ Hour |
| M. | Liquid Weed Control Applicator
Person with Spray Truck | \$ _____ Hour |
| N. | Laborer for Additional Trash Pick-Up | \$ _____ Hour |
| O. | Lump Sum Mowing ⁽¹⁾ , entire community | \$ _____ Per Mow |

¹ Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A. Debris removal personnel unit costs:

_____ \$ _____ per Hour
_____ \$ _____ per Hour
_____ \$ _____ per Hour

B. Debris removal equipment unit costs:

_____ \$ _____ per Hour
_____ \$ _____ per Hour
_____ \$ _____ per Hour

C. Other emergency/disaster related unit costs:

_____ \$ _____ per Hour
_____ \$ _____ per Hour
_____ \$ _____ per Hour

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of _____ (“Proposer”) and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this _____ day of _____, 2024.

Proposer: _____
By: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by _____, as _____ of _____, 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)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Summer Woods Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is _____

4. Proposer's Federal Employer Identification Number (FEIN) is _____

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement:)
5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of _____, 2024.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by _____, as _____ of _____, 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)

SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Summer Woods Community Development District (“District”).
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Proposer”), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer’s business address is _____

4. Proposer’s Federal Employer Identification Number (FEIN) is _____

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement :)
5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract 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, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

Dated this _____ day of _____, 2024.

Proposer: _____
By: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by _____, as _____ of _____, 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)

LANDSCAPE & IRRIGATION SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into to be effective as of the full execution of this Agreement:

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 Rizzetta & Company, Inc., 3434 Colwell Ave., Suite 200, Tampa, Florida 33614 (“**District**”); and

_____, a _____, whose address is _____ (“**Contractor**,” and collectively with the District, “**Parties**”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a “Project Manual,” and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D (“Work”)**. The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** is the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise

constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Matthew O'Nolan, District Manager, to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing

what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District then within three (3) days and prior to submitting any invoices to the District. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars (\$100) per day through a reduction in the compensation; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin upon execution of this Agreement and end September 30, 2024 ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement shall annually renew with the same terms set forth herein, in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay Contractor _____ (\$_____) per year, in monthly amounts of _____ (\$_____). Such compensation covers only the items specified in Parts 1, 2, 3 and 4 of the Contractor's Proposal Form – Part IV – Pricing ("**Contract Amount**"). Additionally, for the services specified in Parts 5 and 6 of the Contractor's Proposal Form – Part IV – Pricing, attached hereto as **EXHIBIT B**, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal Form – Part IV – Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("**ASO**"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

8. INSURANCE.

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
 - ii. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
 - iii. **AUTOMOBILE LIABILITY:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less

- than \$2,000,000.00 combined single limit covering all work performed under this Contract.
- iv. UMBRELLA LIABILITY: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
 - c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
 - d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
 - e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
 - f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
 - g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
 - h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.
 - i. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

9. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the

maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. WARRANTY AND COVENANT. 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. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

12. ENVIRONMENTAL ACTIVITIES. The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. ACCEPTANCE OF THE SITE. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is

consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an “as is” basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

(a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms (“Requisitions”) for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District’s consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor’s possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District’s issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such

governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

17. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

18. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*.

22. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

23. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation,

express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

24. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

25. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

26. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

27. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

28. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

29. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("**Notice**") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Summer Woods Community Development District
3434 Colwell Ave., Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: _____

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may

notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

30. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

31. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Manatee County, Florida.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813)533-2950, OR BY EMAIL AT MONOLAN@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVE., SUITE 200, TAMPA, FLORIDA 33614.

33. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

34. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning

the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

35. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

**SUMMER WOODS
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

- Exhibit A: Scope of Services**
- Exhibit B: Proposal Pricing (Part IV of Proposal Form)**
- Exhibit C: Other Forms**
- Exhibit D: Maintenance Map**

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) MOWING – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 ¼) inches & Zoysia at a height of one (1) to one and one half (1 ½) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings MUST either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. The mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must be used in a counter clockwise direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each and every mow event. Contractor is to include in his proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No “extras” will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary, upon prior approval.

Pond Mowing - All ponds identified as such on the overall Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at Bridge entrances water’s edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water’s edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water’s edge, Contractor shall be extremely careful not to scalp at the water’s edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that

trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. PARK SITES, CLUBHOUSES, PARKING LOTS AND ALL OTHER HIGH TRAFFIC AMENITIES ON THE PROPERTY SHALL BE CLEANED UP IMMEDIATELY AFTER MOWING AND EDGING TAKES PLACE. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent street lights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs depending on location and species of tree but shall vary according to DOT specs.) All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from **all trees** on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of District property. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required

heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, then another solution will need to be proposed and executed. Contractor will also be responsible to keep mulch pulled away from the base of ALL landscape lights at ALL times, not just after a mulching event. This is specific to LED with circuit boards in base.

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS OR LAKE BANKS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

Palms - All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

4) WEEDS AND GRASSES – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide.

AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE REPLACEMENT OF ALL TURF DAMAGED BY THE APPLICATION OR OVERSPRAY OF HERBICIDES (SELECTIVE OR NON-SELECTIVE).

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas (including, but not limited to, pool deck pavers, other paver surfaces, sidewalk expansion joints, curb and gutters, curb and gutter expansion joints, bike lane edges along roadways) shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas.

Contractor is not to use non-selective herbicides to eradicate weeds in curblines expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) REPLACEMENT OF PLANT MATERIAL – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

PART 2

FERTILIZATION

Any fertilizer ordinance in place for Manatee County specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF [COUNTY] COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line running east-west from coast to coast through between Tampa & Vero Beach.)

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

All Bahia Sod:

February	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + Pre M

All Zoysia Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
September	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + PreM

All Bermuda Sod:

February	A complete fertilizer based on soil tests + PreM
March	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
April	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
May	A complete fertilizer based on soil tests
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	Fe For foliar application, uses ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should change be of merit, the Contractor shall notify the District in writing prior to the implementation of such change. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be immediately removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner, based on soil samples conducted at least annually. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR’S REPSONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER.** Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING OF PRODUCT.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September & November). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf - Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinchbugs, grubs, nematodes, fireants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants - The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the District's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The District

reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

Fire Ant Control - Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. Contractor shall be responsible to knock down and spread-out soil once mounds are dead.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas designated as "District Landscape Area" on the Maintenance Exhibit. These areas are indicated with a dark green color. **UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER.** This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all of the existing irrigation systems to date (app. 83 zones, 2 controllers, 2 pump stations & 1 well).

These inspections shall include:

- A. Irrigation Controllers
 1. Semi automatic start of the automatic irrigation controller
 2. Check for proper operation
 3. Program necessary timing changes based on site conditions & time DST
 4. Lubricate and adjust mechanical components

5. Test back up programming support devices
6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.

B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities weekly; inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety.
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

Upon execution of the Agreement, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Manatee County or any other governmental

agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

Freeze Protection. The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, tree rings) with Grade "A" Medium Pine Bark Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required total depth of 3", sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The District reserves the right to subcontract out any and all mulching events.

PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately **3,200** annuals per planting in 4" pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the District or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered on a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Jan., April, July, and Oct.)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the spring rotation (March) at no additional cost to District, a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of Pine Fines 1" thick. All this shall be provided at no additional cost to the District.

This item will not be included in the contract amount. Contractor shall provide a price per 4" plant as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered. Annuals shall include the following:

December through March

A combination of pink petunias, dusty miller and holiday poinsettias. Replace Poinsettias with Dwarf(Sonnet, Snapshot or similar) snapdragons after the holidays or when the poinsettias decline

April through June

Plant a combination of purple Angelonia, red Salvia and Dwarf Zinnias(of the Profusion or Zahara series)

July through November

Beds of a blend of Pentas colors or single colors or a combination of Pentas, Dwarf Zinnias(of the Profusion or Zahara series), Farinacea Salvia, and Torenia

November and December

Red and white petunias

** Alternatives could include Begonias, Sunpatiens, Marigolds, Wheat Celosia, Joseph's coat or Geraniums

The District reserves the right to subcontract out any and all annual installation events.

[END OF SECTION]

EXHIBIT "B"

PROPOSAL PRICING (PART IV OF PROPOSAL FORM)

EXHIBIT "C"
OTHER FORMS

DAILY WORK JOURNAL

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____

(Please notify District Rep. if any)

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

PEST MANAGEMENT REPORT

DATE: _____

SYMPTOMS: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: _____

CERTIFIED PESTICIDE APPLICATOR'S NAME: _____

REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR: _____

IRRIGATION TECHNICIAN'S NAME: _____

REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

MAINTENANCE MAP

(Includes Phases: [List Phases])

OVERVIEW:

FRONT (MAIN ENTRANCE)

BACK

Tab 13



William W. Merrill, III
Attorney at Law
wmerrill@icardmerrill.com
2033 Main Street, Suite 600
Sarasota, Florida 34237
941.366.8100
icardmerrill.com

January 25, 2024

Summer Woods Community Development District
c/o Candice Bain
2700 S. Falkenburg Road
Riverview, FL 33578

Delivered via email only:
cbain@kolter.com

RE: MOCCASIN WALLOW ROADWAY PROJECT

Dear Ms. Bain:

This Agreement confirms that you have requested Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A. to represent you in the above matters and such other matters as you may request in the future. It is the policy of the firm to disclose to clients the terms and conditions of our representation and to confirm same by written agreement. If any of the information outlined below is inconsistent in any way with your understanding, please let me know at the earliest possible time.

1. Supervision

I will be the shareholder in charge of this matter and will be primarily responsible for providing and/or supervising the legal services required. I will be responsible for ensuring that this matter is staffed in a manner adequate and appropriate to the requirements of the representation. We shall use our best judgment to determine the amount of time, who is to perform specific tasks and work, and the nature of the services to be performed in your best interests.

2. Professional Fees

Our fees for legal services on this matter will be based upon the following factors: a) the time and labor required, the novelty and difficulty of the questions involved, and the skills requisite to perform the legal service properly; b) the fee customarily charged in the locality for similar services; c) the amount involved and the results obtained; d) the time limitations imposed by the client or by the circumstances; and e) the experience, reputation and ability of the lawyer or lawyers performing the services. In considering these factors, the time of the lawyers and non-lawyers in the firm who perform services for you will be calculated at least at their normal hourly rate in effect at the time the services are performed. **My hourly rate is currently \$700.00. Matt Brockway's rate is \$580.00, Steve Rees' rate is \$515.00, Patrick Seidensticker's rate is \$375.00 and Macaire King's rate is \$275.00.**

Other Icard Merrill attorneys' rates range from \$225.00 per hour to \$700.00 per hour, and paralegal time usually is \$135.00 to \$185.00 per hour. This current rate and the current rate of others in the firm may be

Summer Woods Community Development District

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changed by us from time to time. This representation is not on a fixed fee basis. Any amounts we quote you for the total cost of our services are merely non-binding estimates. The extent of legal services required is often dependent upon the actions of third parties such as opposing attorneys, courts, government officials, or others who may engage in activities beyond our control requiring us to expend additional time not originally contemplated.

3. Costs and Expenses

In addition to our fees, costs may be incurred on your behalf. Typical costs include, for example, charges for photocopying, long distance telephone calls, database searches, computer network access and on-line services, courier services, travel, facsimile services, postage, express mail, court reporters, transcription services, depositions, service and witness fees, escrow fees, permit fees, filing fees, and registration fees. You hereby authorize us to expend those costs (whether listed above or not) which we deem reasonably necessary for us to adequately perform the necessary services for you, and you agree to reimburse us promptly for such expenditures. Should a change in the law require it, we may impose and collect from you a sales, service, or similar tax on our services.

4. Retainer

We shall not require an initial retainer at this time. If a retainer is later required, the retainer will be applied as necessary to our invoices for legal fees and/or costs as they are incurred or to apply against your final invoice in this matter. **When each non-final invoice is rendered, we will require payment of the invoice amount so that the retainer amount specified above will remain as a credit to fund further fees and costs as they are incurred prior to the next billing.** A periodic billing statement will be sent to you reflecting these fees and/or costs and application of the retainer to the sums due. Furthermore, this engagement letter will reflect your authorization for us to draw upon the retainer described herein, or to draw upon any other retainer we may be holding for you or related clients over which you have control, to satisfy fees and expenses as incurred. In the event the retainer is reduced or depleted, we may from time to time require you to make additional advances for deposit to our trust account to reestablish the retainer amount as necessary to complete the legal representation in this matter. You agree to promptly pay such additional advances as may be requested. In the event there is a credit balance in your account at the termination of our services, the credit balance will be returned to you.

5. Billing and Payment

You will be billed for legal fees, costs, or both, incurred in connection with this matter or other matters on a periodic basis. You agree to pay the amount of each invoice in full within thirty (30) days of the invoice date. Should you question or dispute any items or any invoice, you agree to notify us in writing of any such question or dispute within fifteen (15) days of the invoice date. Your failure to so notify us of any question or dispute shall be considered your acceptance of the invoice in full. Should an invoice remain outstanding for more than 30 days after the invoice date, we may impose a late payment charge on the outstanding balance of 1.5% per month from the date of original invoice until paid in full.

If an invoice remains outstanding for more than 60 days after the invoice date, we may cease performing services for you, file a motion with the court to withdraw from representing you and seek formal means of collecting all amounts due us. In such case you will be liable for actual costs plus reasonable attorneys' fees incurred in collection.

Summer Woods Community Development District
Page 3

6. Court Awarded Fees.

In litigation matters, the court will sometimes order your adversary to pay part or all of your fees and out-of-pocket costs expended on your behalf in the matter at the trial and/or appellate level. Because fees and costs awards are totally unpredictable, court orders must be considered to be merely "on account" and you remain liable for payment of the total fees and costs. Amounts received pursuant to a court order will be credited to your account. Any court award of fees or costs does not set or limit our fees or your liability to the firm for fees and costs in any way.

7. Default.

In the event any suit or action is brought to enforce the provisions of this Agreement, whether pursuant to paragraph 6 above or in any other administrative or judicial proceeding, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in such proceedings, including appeals. It is also agreed that jurisdiction and venue of such actions shall be in Sarasota County, Florida.

8. Document Retention.

The firm's policy is to deliver to the clients, upon request, all documents and property each client has provided to the firm and documents and materials prepared as part of the representation. We may exclude from this our internal memoranda and records, attorney notes, drafts not intended for external distribution, and similar lawyer working materials. We may also elect to retain a copy of other portions of the file at our expense. The firm will retain in hard copy or electronic format, at our election in accordance with our records retention program any files relating to your matters that you do not ask to have returned. However, to avoid indefinite storage costs, we reserve the right to dispose of any documents or other materials retained by us within a reasonable time after the completion of our engagement. My policy is to maintain files for a period of seven (7) years. If the clients are in breach of the clients' representation agreement with the firm, the firm may choose to withhold certain portions of the clients' files consistent with our obligations under the Rules of Professional Conduct.

9. Miscellaneous.

PLEASE NOTE THE FOLLOWING:

(a) You understand that we have made no guarantee regarding the disposition of the matter or the likelihood of any particular outcome, and any expressions relative to it are only the expressions of an opinion.

(b) Unless specifically stated in this agreement, this is not a fixed fee or contingent fee engagement. You are obligated to pay for our services and costs regardless of the outcome of the matter. The total amount of fees are not determinable at this time and you acknowledge that we cannot control the actions of any other parties involved in the matter or their attorneys, which might increase the fees you may have to pay in this matter.

(c) In the event of a disagreement over the amount of attorneys fees to be paid, the issue of fees shall be referred to the fee arbitration committee of the twelfth judicial circuit in and for Sarasota county, Florida. Both of us agree to comply with chapter 14 of the rules regulating the Florida Bar in

Summer Woods Community Development District

Page 4

relation to any fee dispute. Either of us may institute the proceedings and we both agree that service by regular mail for all purposes shall be valid and binding without service by any other method. By agreeing to arbitration over any fee dispute, both of us are waiving our right to a determination of fees by a judge or jury. However, we reserve the right to impose a retaining or charging lien as provided under applicable law and you agree for such purposes that our fees may be recovered from payments or judgments resulting out of the matter or any other matter that we may handle for you.

(d) When this agreement refers to "you" or "your", such reference shall include any and all of the undersigned, their agents and assigns. However, the Client (indicated in the subject line of this engagement letter) is our sole client with respect to this engagement. Individuals or entities that are affiliated with the clients, such as officers, directors, parent entities or subsidiaries, are not clients of the firm, unless we otherwise agree in writing.

We look forward to working with you on this matter and such other matters as you may request. Please discuss any questions with me before signing so that we may be sure that we have a mutual understanding. Please feel free to review this agreement and, if you desire, consult with separate legal counsel regarding its contents.

If you agree with the contents of this letter and the terms of our engagement, please sign one copy and return it to me. We will commence our representation of you upon receipt of a copy of this letter properly signed by you and receipt of the retainer specified above.

Sincerely,

ICARD, MERRILL, CULLIS, TIMM, FUREN & GINSBURG, P.A.

William W. Merrill, III

ACKNOWLEDGED AND AGREED TO THIS ____ DAY OF _____ 2024.

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:

BY: _____

Candice Bain

C0D8BCF88ED4424...

ITS: _____

President

Tab 14

THIS INSTRUMENT PREPARED BY:

Peter Morrow, Senior Real Property Specialist
Property Acquisition Division
On Behalf of: Charles Meador, Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Moccasin Wallow Road - Segment 2

PROJECT NO: 6071262

PARCEL NO: 118, 818, 818A, 818D, 818E, 818F, 818G, 818H, 820, 820A, 820B, 822, 822A, 822B & 822C
PID NO: 401660909 (a portion of), 401661359 (a portion of), 401643069 (a portion of), 401643309 (a portion of), 401648209 (a portion of), 401647859 (a portion of), 401648009 (a portion of), 401604759 (a portion of) & 401604809 (a portion of)

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CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (hereinafter the **Contract**) is made and entered into between **SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT**, local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (hereinafter the **Seller**) whose mailing address is whose mailing address is ~~2700 South Falkenburg Road, Suite 2745, Riverview, Florida 335783434~~ Colwell Ave., Suite 200, Tampa, Florida 33614, and **MANATEE COUNTY**, a political subdivision of the State of Florida, (hereinafter the **Buyer**) whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and whose street address is 1112 Manatee Avenue West, Bradenton, Florida 34205. Seller and Buyer are sometimes collectively referred to herein as **Parties** and individually as **Party**.

WHEREAS, Seller is the owner of certain real property and all improvements thereon which is located in Manatee County, State of Florida, more particularly described in **Exhibit A**, **Composite Exhibit B**, **Composite Exhibit C**, **Composite Exhibit D** and **Composite Exhibit E**; and

WHEREAS, Buyer desires to acquire fee simple title to the real property described in Exhibit A, (hereinafter the **Fee Simple Parcel**), certain easement interests in the real property described in Composite Exhibit B (hereinafter the **Temporary Easement Parcels**), certain easement interests in the real property described in Composite Exhibit C (hereinafter the **Permanent Utilities Easement Parcels**), certain easement interests in the real property described in Composite Exhibit D (hereinafter the **Permanent Drainage Easement Parcels**) and certain easement interests in the real property described in Composite Exhibit E (hereinafter the **Permanent Sidewalk Easement Parcels**) for the purpose of widening and otherwise improving Moccasin Wallow Road from I-75 to 115th Street East in Palmetto, Florida (hereinafter the **Project**). The combination of title and rights are referred to herein as the **Property**.

NOW, THEREFORE, in consideration of the aforesaid premises, the mutual covenants, promises, terms and conditions set forth herein and other good and valuable consideration, the

adequacy, sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS:** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **DESCRIPTION OF PROPERTY:** Seller shall sell and Buyer shall buy, upon the terms and conditions contained herein:

A. Fee simple title to the Fee Simple Parcel; and

B. A nonexclusive temporary right of ingress and egress, and to enter upon, place, and use as a staging and work area for personnel, and for grading, site preparation, and sloping and to harmonize existing conditions with the proposed roadway improvements, including, but not limited to reconnecting existing driveways, and for other purposes reasonably related to construction of the Project, across, in, on, over, through, under, and upon the Temporary Easement Parcels for five years. Notwithstanding the foregoing, Buyer shall have the obligation to provide the adjacent lands with reasonable access; and

C. A nonexclusive permanent easement across, in, on, over, through, under and upon the Property for the purpose(s) of ingress and egress, construction, and maintenance of surface and/or underground utility facilities; and

D. A nonexclusive permanent easement across, in, on, over, through, under and upon the Property for the purpose(s) of ingress and egress, construction, and maintenance of surface and/or underground drainage.

E. A nonexclusive permanent easement for ingress, egress, construction, and maintenance of a public sidewalk.

3. **PURCHASE PRICE AND DEED:** At closing, Buyer shall pay to Seller **ONE HUNDRED TWENTY NINE THOUSAND SIX HUNDRED FIFTY TWO AND 50/100 DOLLARS (\$129,652.50)** (hereinafter the **Purchase Price**), subject to adjustment upon closing as hereinafter provided. The Purchase Price is the aggregate of the following components: \$1,867.50 for the Fee Simple Parcel, \$80,403.75 for the Temporary Easement Parcels, \$36,641.25 for the Permanent Utilities Easement Parcels, \$10,646.25 for the Permanent Drainage Easement Parcels, \$93.75 for the Permanent Sidewalk Easement Parcels and \$_____ for Cost to Cure. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars. Seller shall simultaneously deliver to Buyer:

A. A good, sufficient, and properly recordable Warranty Deed conveying to Buyer marketable, fee simple title to the Fee Simple Parcel, free and clear of all liens and encumbrances, executed and acknowledged by Seller, subject to restrictive covenants, reservations, easements of record and county zoning restrictions or regulations in effect,

if any, except as hereinafter provided. The Warranty Deed shall be in substantially similar form as **Exhibit F**.

B. A good, sufficient, and properly recordable Temporary Construction Easement Deed conveying to Buyer the necessary easement interests in the Temporary Easement Parcels, executed and acknowledged by Seller, subject to restrictive covenants, reservations, easements of record and county zoning restrictions or regulations in effect, if any. The Temporary Easement Deed shall be in substantially similar form as **Exhibit G**.

C. A good, sufficient, and properly recordable Permanent Utilities Easement Deed conveying to Buyer the necessary easement interests in the Permanent Utilities Easement Parcels, executed and acknowledged by Seller, subject to restrictive covenants, reservations, easements of record and county zoning restrictions or regulations in effect, if any. The Permanent Utilities Easement Deed shall be in substantially similar form as **Exhibit H**.

D. A good, sufficient, and properly recordable Permanent Drainage Easement Deed conveying to Buyer the necessary easement interests in the Permanent Drainage Easement Parcels, executed and acknowledged by Seller, subject to restrictive covenants, reservations, easements of record and county zoning restrictions or regulations in effect, if any. The Permanent Utilities Easement Deed shall be in substantially similar form as **Exhibit I**.

E. A good, sufficient, and properly recordable Permanent Sidewalk Easement Deed conveying to Buyer the necessary easement interests in the Permanent Sidewalk Easement Parcels, executed and acknowledged by Seller, subject to restrictive covenants, reservations, easements of record and county zoning restrictions or regulations in effect, if any. The Permanent Utilities Easement Deed shall be in substantially similar form as **Exhibit J**.

4. **EFFECTIVE DATE**: For purposes of this Contract, the **Effective Date** shall be the date upon which the Contract is executed by Buyer.

5. **EXHIBITS**: The following Exhibits are attached, incorporated, and made a part of this Contract:

- Exhibit A – Legal Description and Sketch of Fee Simple Parcel
- Composite Exhibit B – Legal Description and Sketch of Temporary Easement Parcels
- Composite Exhibit C – Legal Description and Sketch of Permanent Utilities Easement Parcels
- Composite Exhibit D – Legal Description and Sketch of Permanent Drainage Easement Parcels
- Composite Exhibit E – Legal Description and Sketch of Permanent Sidewalk Easement Parcels

Exhibit F – Warranty Deed
Exhibit G – Temporary Construction Easement Deed
Exhibit H – Permanent Utilities Easement Deed
Exhibit I – Permanent Drainage Easement Deed
Exhibit J – Permanent Drainage-Sidewalk Easement Deed
Exhibit K – Affidavit of Ownership and Encumbrances

In the event of a conflict between the terms and conditions provided in the body of this Contract and any Exhibit, the provisions contained within the body of this Contract shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

6. MORTGAGES, LIENS AND OTHER ENCUMBRANCES: Unless otherwise provided for herein, prior to closing, Buyer shall furnish to Seller an Affidavit of Ownership and Encumbrances, in substantially similar form as **Exhibit K**. Seller shall complete said affidavit and return it to Buyer on or before the date of closing.

A. **Existing Encumbrances:** Seller shall convey the Property at closing, free and clear of all liens and encumbrances, subject to any restrictive covenants, reservations, easements of record, and county zoning restrictions or regulations in effect, if any, except those specifically consented to in writing by Buyer at closing. Seller shall be responsible for discharging any and all mortgage liens at or prior to closing.

B. **Construction Liens:** If the Property has been improved within **NINETY (90)** days immediately preceding the date of closing, Seller shall deliver releases or waivers of all construction liens executed by general contractors, subcontractors, suppliers and material men, in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and material men, and further reciting that, in fact, all bills for work on the Fee Simple Parcel which could serve as a basis for a construction lien have been paid or will be paid prior to closing.

7. TITLE EVIDENCE: During the period commencing **TEN (10)** days after the Effective Date and ending **TEN (10)** days prior to closing (hereinafter the **Inspection Period**) Buyer may conduct whatever title search Buyer deems necessary. If, during the Inspection Period, Buyer notifies Seller of existing title defects other than those to which the conveyance is to be made subject by the terms of this Contract and other than those for which recordable discharges are, in accordance with local custom, to be furnished at the closing, then Seller shall promptly make a diligent effort to perfect the title to Buyer's reasonable satisfaction and to the extent called for by this Contract within **THIRTY (30)** days (hereinafter the **Cure Period**) from the date Seller receives written notice of any title defect. In the event closing is scheduled to occur within the Cure Period, closing shall be extended to the first day following removal of the title defects or the termination of the Cure Period, whichever date occurs first. If any defect in title identified by Buyer is not cured to Buyer's reasonable satisfaction within the Cure Period, Buyer shall have the right to either waive such defect or withdraw its offer to purchase thereby releasing Buyer and Seller from all further obligations under this Contract.

8. **CLOSING:** This transaction shall be closed on or before **SIXTY (60)** days from the Effective Date, subject to the curative periods provided for herein, as well as other conditions of this Contract. The date and time of closing shall be mutually agreed upon between the Parties and shall occur at the following location: Manatee County Government Administration Building, 1112 Manatee Avenue West, Bradenton, Florida 34205, or at any other location agreeable to both Parties or, if mutually agreed to by the Parties, via simultaneous electronic delivery of documents and funds. The closing may be extended by the Parties for a mutually agreeable period of time in order to complete any conditions of closing or other requirements of this Contract.

A. **Conditions to Closing:** Unless waived by Buyer in writing, the obligation of Buyer to close this transaction is expressly conditioned upon satisfaction of all conditions as contained within this Contract, by the date of closing. If such conditions are not so met, Buyer may elect either to terminate this Contract by written notice to Seller or close the transaction contemplated in this Contract and thereby waive Seller's performance of those conditions which have not been satisfied.

B. **Documents for Closing:** Seller shall deliver to Buyer a Warranty Deed, a Temporary **Construction** Easement Deed, a Permanent Utilities Easement Deed, a Permanent Drainage Easement Deed, **a Permanent Sidewalk Easement**, an Affidavit of Ownership and Encumbrances and such other documents as may reasonably be required pursuant to this Contract and any state or federal law, on or before the date of closing.

C. **Insurance:** Seller shall keep all existing coverage and insurance policies insuring the Seller or the Property against claims arising from property damage or liability, if any, in full force and effect pending the closing.

D. **Condition of Property:** Seller shall not commit, or permit anyone else to commit, any loss, destruction or damage to the Property, which has not been repaired or restored by Seller prior to the date of closing. Seller shall not permit any adverse changes in the condition of the Property from the Effective Date of this Contract to the date of closing, except for reasonable wear and tear. If Buyer so requests, a walk-through of the Property shall be scheduled and conducted prior to the closing to assure compliance with this Contract.

E. **Closing Agent:** Stewart Title Company shall serve as the Closing Agent.

F. **Escrow Agent:** Stewart Title Company shall serve as the Escrow Agent. All funds held by the Escrow Agent under this Contract, if any, shall be placed in a non-interest-bearing account and shall be disbursed in accordance with this Contract.

9. **TAXES AND CLOSING EXPENSES:**

A. Seller is responsible for all taxes due on the Fee Simple Parcel up to, but not including, the date of closing. The Closing Agent shall withhold from Seller's proceeds

at closing an amount equal to Seller's pro rata share of real estate taxes and special assessments, if any, allocated to the Property as prorated to the date of closing, and such amounts shall be paid to the Manatee County Tax Collector.

B. If applicable, Seller shall, in accordance with the statutory requirements set forth in Section 196.295, Florida Statutes, deposit in escrow with the Manatee County Tax Collector an amount equal to the current year's taxes allocated to the Property prorated to the date of closing, same being the date upon which transfer of title shall occur. This amount shall be based upon the current assessment and millage rates on the Property owned by Seller. Under either this subparagraph or subparagraph A above, where taxes are prorated based upon the preceding year's tax assessment, the Parties agree to re-prorate taxes, with maximum discount, upon the request of either Party within **SIX (6)** months from the date the taxes for the year of closing have been certified by Manatee County.

C. Costs to be Paid by Seller: Seller shall pay all costs of curing title defects and all Seller's legal fees and costs pursuant to paragraph 12, below, if any.

D. Costs to be Paid by Buyer: In addition to the Purchase Price, Buyer shall pay all recording costs, all documentary stamp taxes, all costs for an owner's title insurance policy and related title costs, all closing agent fees, and all Buyer's legal fees and costs pursuant to paragraph 12, below, if any.

10. ASSIGNABILITY: The Parties may not assign this Contract or any right or obligation of this Contract without prior written consent of the other Party.

11. AMENDMENTS: This Contract may not be amended, canceled, changed, discharged, modified, rescinded, supplemented or terminated other than as expressly provided herein, except by an instrument in writing executed by all Parties hereto. All amendments are subject to acceptance and approval by the Board of County Commissioners of Manatee County, Florida (hereinafter the **Board**).

12. LEGAL FEES AND COSTS: Each Party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Contract.

13. AUTHORIZATION: Each Party represents to the other that such Party has the requisite power and authority under all applicable laws to enter into this Contract, that all of the procedural requirements imposed by law upon each Party for the approval and authorization of this Contract have been properly completed, and that the persons who have executed the Contract on behalf of each Party are authorized and empowered to execute said Contract.

14. AVAILABILITY OF FUNDING: The obligations of the Buyer under this Contract are subject to the availability of funds lawfully appropriated annually for its purposes by the Board

and the availability of funds through contract or grant programs. In the event that such funds are, in good faith, not appropriated or are terminated during the term of this Contract, Buyer shall have the option of terminating this Contract and all covenants and obligations hereunder by providing **THIRTY (30)** days' written notice to the Seller. If Buyer terminates this Contract due to a lack of funding pursuant to this provision, all rights and liabilities of the Parties arising under this Contract shall terminate.

15. BINDING EFFECT: This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

16. BROKER'S FEES: Neither Party will pay a commission to any broker in connection with the sale and purchase of the Property. Both Parties warrant that they have assumed no obligation to pay any such commission in connection therewith.

17. DEFAULT AND REMEDIES: Except as otherwise provided herein, if Seller is not in default pursuant to any of the terms of this Contract and Buyer fails to purchase the Property or to perform any of the covenants, conditions or warranties of this Contract, Seller, at Seller's option, may proceed at law or in equity to enforce Seller's legal rights under this Contract. If Seller for any reason fails to perform any of the covenants, conditions or warranties of this Contract, Buyer shall, at Buyer's option, (a) terminate this Contract by written notice to Seller, (b) waive the nonperformance and proceed with closing, or (c) have the remedy of specific performance of this Contract.

18. DOCUMENTS AND REPORTS: Within **TEN (10)** days after the Effective Date of this Contract, Seller shall provide to Buyer copies of all written reports in Seller's possession relating to the environmental condition of the Property; all boundary surveys of the Property; any existing title policy or commitment pertaining to the Property, if any.

19. ENTIRE CONTRACT: This Contract and the Exhibits attached hereto contain the final and entire agreement between the Parties with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. This Contract supersedes all prior negotiations, understandings, representations or agreements, both written and oral. Buyer and Seller shall not be bound by any terms, conditions, statements, warranties or representations, written or oral, not contained herein.

20. ENVIRONMENTAL SITE ASSESSMENT: During the Inspection Period, Seller will permit representatives of Buyer to access all of Seller's records relating to the Property, and to enter upon the Property for the purposes of conducting tests, inspections or examinations that Buyer desires in regard to the environmental conditions of the Property, including, but not limited to, tests, borings, percolation tests and other tests, inspections or examinations that Buyer may order, at its expense, to determine subsurface or topographic conditions of the Property. If Buyer, in its sole and absolute discretion, concludes from the results of the tests or for any other reason or factor that the Property is not feasible or desirable for Buyer's intended purpose, Buyer shall notify Seller in writing of Buyer's conclusion on or before the end of the

Inspection Period and this Contract shall then be deemed terminated and of no further force and effect, and no Party shall have any rights or claims against one another which might otherwise result from this Contract, unless Buyer and Seller negotiate and enter into a mutually acceptable amendment to this Contract to address such concern.

21. FLORIDA LAW AND MANATEE COUNTY VENUE: This Contract shall be governed, construed and enforced in accordance with the laws of the State of Florida. Venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in Manatee County, Florida.

22. FORCE MAJEURE: No Party shall be required to perform any obligation under this Contract or be liable to the other for any delay or failure to perform or damages for said delay or failure so long as performance or non-performance of the obligation is delayed, caused or prevented by an act of God, an act of terrorism, a civil commotion, an earthquake, an epidemic, a failure or disruption of utility services, a fire, a flood, a hurricane, an insurrection, a pandemic, a sinkhole, a tornado, an unusual transportation delay, or other like cause, and which by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome (hereinafter **Force Majeure Event**). All time periods shall toll for the period that the Force Majeure Event prevents performance under this Contract, provided, however, if such Force Majeure Event continues to prevent performance under this Contract more than **FOURTEEN (14)** days beyond the date of closing, then either party may terminate this Contract by delivering written notice to the other, thereby releasing Buyer and Seller from all further obligations under this Contract.

23. HEADINGS: The headings contained in this Contract are for convenience and reference and shall not affect the meaning or interpretation of this Contract.

24. INPUT AND INTERPRETATION: Each Party has had equal input into the drafting of this Contract and has been represented by counsel in negotiating this Contract's terms. Neither this Contract nor any uncertainty or ambiguity in this Contract shall be construed against Seller or Buyer, whether under any rule of construction or otherwise. This Contract shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Parties. The Parties have each carefully read the terms and conditions of this Contract and know and understand the contents and effect of this Contract.

25. NO DEVELOPMENT RIGHTS CONFERRED: Nothing herein shall be construed or deemed as giving approval for any development of any property. Nothing contained in this Contract shall (a) create any development rights in favor of Seller; (b) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (c) authorize, permit, or otherwise allow any construction and/or development of or on any property unless separately approved by the Board pursuant to County Ordinances. All land use authorizations and development and construction rights and authorizations shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, and

all conditions or stipulations thereto. Nothing contained herein shall be deemed or construed to require Buyer, the Manatee County Planning Commission or the Board to approve any applications submitted by Seller relative to any property. Review, approval or denial of any such applications shall be performed in compliance with Florida law, the Manatee County Code of Ordinances and the Manatee County Land Development Code.

26. NOTICE: Any and all notices, approvals, claims, consents, demands, requests or other communications between the Parties (hereinafter **Notices**) shall be in writing. All Notices shall be given by hand delivery in person or by registered or certified mail, postage prepaid to the following addresses:

If to Seller: SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
~~2700 South Falkenburg Road, Suite 2745~~3434 Colwell Ave., Suite 200
~~Riverview, Florida 33578~~Tampa, Florida 33614

If to Buyer: Manatee County Government
Attention: Property Acquisition Division Manager
Property Management Department
1112 Manatee Avenue West, 8th Floor
Bradenton, Florida 34205

and Manatee County Government
Attention: County Attorney
County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205

All Notices shall be deemed effective and received upon actual receipt by the Party to which such notice is given or **FIVE (5)** days after mailing, whichever occurs first.

27. OCCUPANCY AND POSSESSION: Seller shall, at closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants, and future tenancies. Also, at closing, Seller shall have removed all personal items, trash and waste materials from the Property including, but not limited to, all automotive accessories and parts, batteries, chemicals, equipment, fluorescent lighting, oil and paint cans, petroleum products and tires, and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer.

28. RADON GAS: Pursuant to the requirements of Section 404.056(5), Florida Statutes, the following statement shall appear within the provisions of this Contract:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding

radon and radon testing may be obtained from your county health department.

29. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller hereby covenants, represents and warrants now and through the date of closing that:

A. Seller shall not enter into any new lease agreements, occupancy agreements, parking agreements, or any brokerage, maintenance, management, service or similar contracts, or amend, modify or renew any such existing agreements or contracts which will extend beyond the closing without the prior written consent of Buyer.

B. During the time of Seller's ownership of the Property, Seller warrants that, to the best of Seller's knowledge and belief, no hazardous wastes, hazardous substances, pollutants, and/or contaminants were buried, disposed, dumped, placed, released or stored on the Property.

C. Seller has no knowledge of any aboveground, buried or partially buried containers, drums, storage vessels or tanks in, on or under the Property.

D. Seller has no knowledge of any material defects relating to the Property or improvements located thereon, if any, including, but not limited to archaeological sites, sinkholes, structural defects, termite infestation or unstable soil conditions.

E. The Property is not the homestead of Seller.

SEVERABILITY: If any one or more of the provisions of this Contract should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Contract, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.

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30. SURVEY: During the Inspection Period, Buyer may, at Buyer's expense, survey the Property. If the survey, as certified by a registered Florida surveyor, discloses, reveals or shows any encroachment on the Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations, Buyer may deliver written notice of such matters, together with a copy of the survey, to Seller. Upon receipt of notice by Seller of same, any such encroachments or violations shall be treated as a title defect and shall be governed by the terms of numbered paragraph **SEVEN (7)** above.

31. SURVIVABILITY: Unless waived in accordance with paragraph 33, below, any term, condition, covenant, indemnity, representation, undertaking, warranty, or obligation

which requires performance by either Party set forth in this Contract shall survive delivery and recording of the deeds and relinquishment of possession of the Property and shall remain enforceable against such Party subsequent to the closing.

32. TIME OF THE ESSENCE: Time is of the essence with regard to all dates and times set forth in this Contract. Any reference herein to time periods of **SEVEN (7)** days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to **FOUR (4)** P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

33. WAIVER: The failure or neglect by any Party to enforce any right under this Contract shall not be deemed to be a waiver of that Party's rights. A waiver shall not be effective unless it is in writing and signed by the Party who possesses the right to waive enforcement of same.

34. SPECIAL PROVISIONS:

A. This Contract serves as authorization for the Manatee County Clerk of the Circuit Court Finance Department to issue a check made payable to the Escrow Agent for the amount indicated on the Closing Statement for proper disbursement by the Escrow Agent to any of the following, if applicable, including the Seller, the Seller's attorney, the Manatee County Clerk of Court, the Manatee County Tax Collector, the Closing Agent, and the Escrow Agent.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date written below.

SIGNATURES AND ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE(S).

Signed, sealed and delivered in the presence of two witnesses as required by law.

SELLER:
SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT, local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes

First Witness Signature

By: _____
Candice Smith, Chairman of the Board

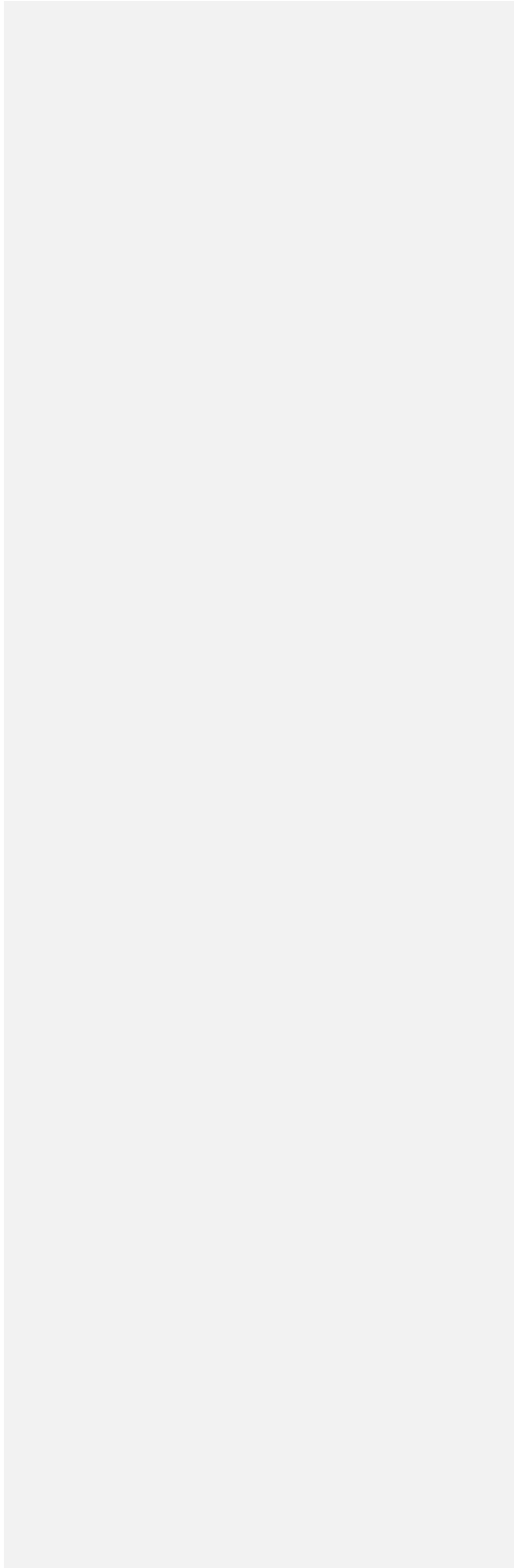
First Witness Printed Name

Date: _____

Second Witness Signature

Second Witness Printed Name

DRAFT



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

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

DRAFT

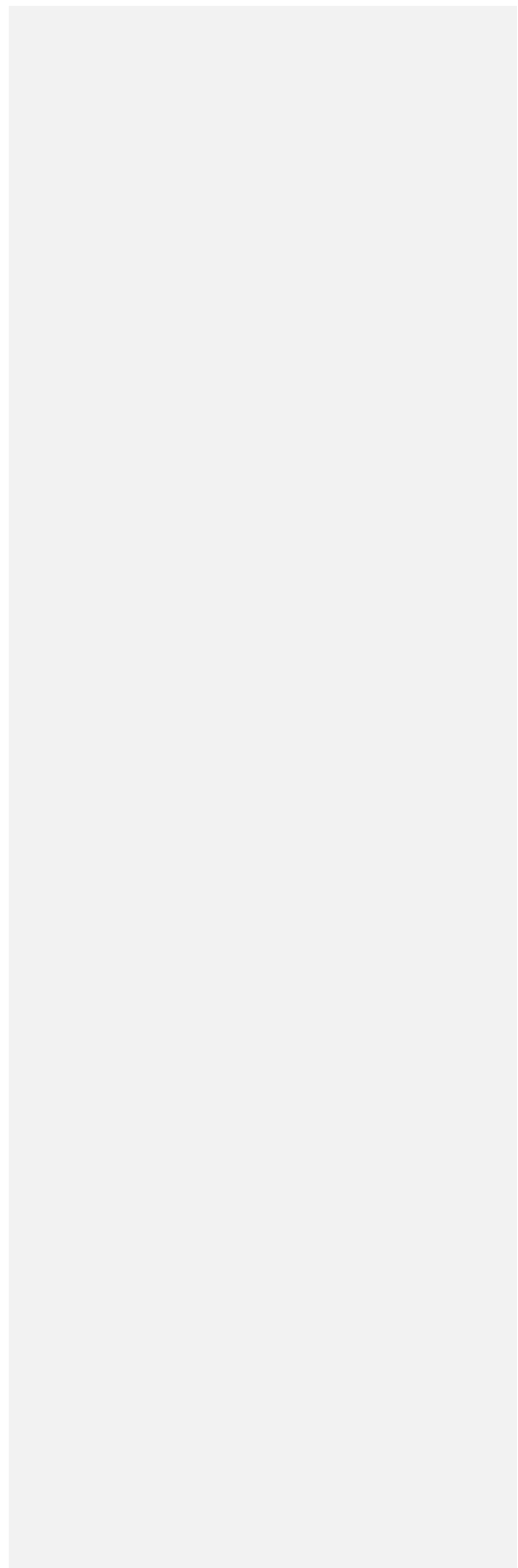
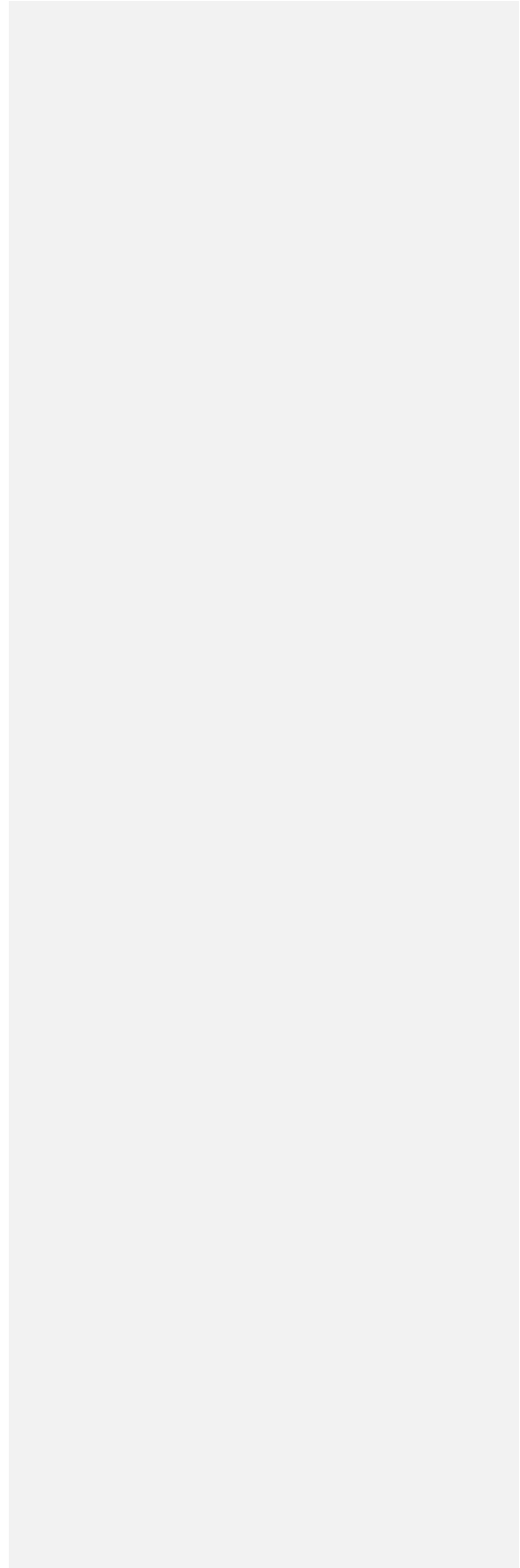


EXHIBIT A

LEGAL DESCRIPTION AND SKETCH OF FEE SIMPLE PARCEL



COMPOSITE EXHIBIT B

LEGAL DESCRIPTION AND SKETCH OF TEMPORARY EASEMENT PARCELS



COMPOSITE EXHIBIT C

LEGAL DESCRIPTION AND SKETCH OF PERMANENT UTILITIES EASEMENT PARCELS

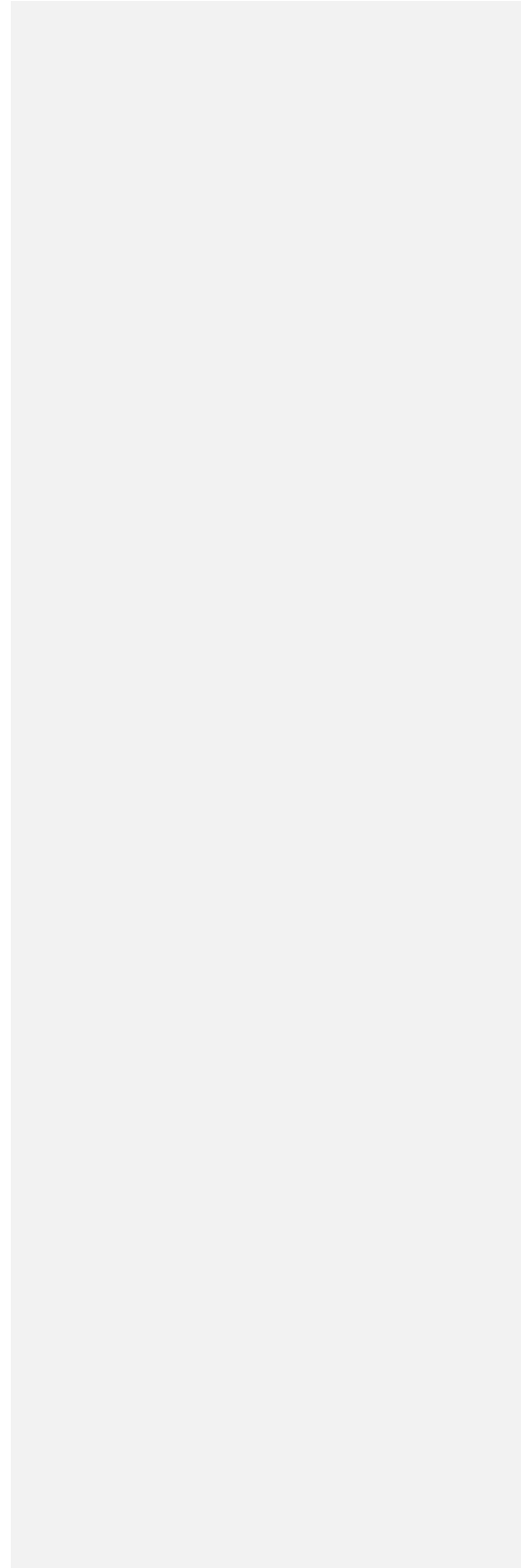


EXHIBIT D

LEGAL DESCRIPTION AND SKETCH OF PERMANENT DRAINAGE EASEMENT PARCELS

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EXHIBIT E

LEGAL DESCRIPTION AND SKETCH OF PERMANENT SIDEWALK EASEMENT PARCELS

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EXHIBIT F

FORM OF WARRANTY DEED

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EXHIBIT G

FORM OF TEMPORARY EASEMENT DEED

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EXHIBIT H

FORM OF PERMANENT UTILITIES EASEMENT DEED

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EXHIBIT I

FORM OF PERMANENT DRAINAGE EASEMENT DEED

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EXHIBIT I

FORM OF PERMANENT SIDEWALK EASEMENT DEED

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EXHIBIT K

FORM OF AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

DRAFT

THIS INSTRUMENT PREPARED BY:

Peter Morrow, Senior Real Property Specialist
Property Acquisition Division
On Behalf of: Charles Meador, Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Moccasin Wallow Road Segment 2

PROJECT NO: 6071262

PARCEL NO: 118, 818A, 818D, 818E, 818F, 818G, 818H, 820, 820B, 822, 822B & 822C

PID NO: 401660909 (a portion of), 401661359 (a portion of), 401643069 (a portion of), 401643309 (a portion of), 401648209 (a portion of), 401647859 (a portion of), 401648009 (a portion of), 401604759 (a portion of) & 401604809 (a portion of)

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AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

BEFORE ME, the undersigned notary public, personally appeared Candice Smith, who being first duly sworn, deposes and says that, to the best of his knowledge and belief:

1. I have personal knowledge of all matters set forth in this affidavit.
2. SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT, local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (hereinafter the **Grantor**) is the owner of the fee simple title to certain real property (hereinafter the **Property**) situated in Manatee County, Florida, more particularly described in **Composite Exhibit A** attached to this affidavit and by this reference made a part of this affidavit, and has full authority to sell or encumber the Property.
3. I am the Chairman of the Board of the Grantor and I make this affidavit with the authority of and on behalf of Grantor.
4. Grantor has sole and exclusive possession of the Property.
5. Neither Grantor's title to nor possession of the Property has ever been disputed or questioned and I am not aware of any facts by reason of which the title to or possession of the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted.
6. No person or entity other than Grantor claims or is presently entitled to the right to possess or is in possession of the Property and there are no tenancies, leases, or other occupancies that affect the Property.
7. There are no disputes concerning the location of the boundary lines of the Property.
8. Grantor has not violated any of the restrictions, declarations or covenants in connection with the Property, nor know of any prior owner violating said restrictions, declarations or covenants.

9. There are no outstanding or unpaid taxes or assessments (pending or certified) due to any governmental agency for improvements to or for the benefit of the Property for which the Grantor is responsible or any unpaid or unsatisfied mortgages, claims of lien, or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or any part of it or against any personal property located on it. Should any bill be found which relates to the period of the Grantor's possession, the Grantor shall pay such bill upon demand. No notice has been received regarding future pending zoning by any government instrumentality.

10. There are no security agreements, financing statements, title retention contracts or personal property leases affecting any materials, fixtures, appliances, furnishings or equipment placed on or installed in or on the Property or the improvements located on it.

11. There are no actions, proceedings, judgments, bankruptcies, liens or executions recorded among the Public Records of Manatee County, Florida, or any other county in Florida or pending against the Grantor in the courts of Manatee County, Florida, or any other courts.

12. There are no matters pending against the Grantor that could give rise to a lien that would attach to the Property or cause a loss of title or impair the title between the effective date of the title insurance commitment and the recording of the interest to be insured by the title insurance company, and the Grantor has not and will not execute any instrument that would adversely affect the title or interest to be insured in the Property, including but not limited to mortgaging or conveying the Property or any interest in it or causing any liens to be recorded against the Property or the Owner.

13. There has been no labor performed or materials furnished on or to the Property during the past **NINETY (90)** days, or, if labor has been performed or materials furnished during such **NINETY (90)** days, all persons performing or furnishing the same have been fully paid and there are no unpaid bills for labor or materials for which valid liens could be filed.

14. No notice of commencement concerning the Property has been filed in the past **NINETY (90)** days, nor are there any unsatisfied construction liens of record concerning such Property, nor have any notices to owner been received by the Grantor during the past **NINETY (90)** days.

15. There are no outstanding, unrecorded deeds, unsatisfied liens, leases, contracts for sale, judgments, easements or rights-of-way for users, conveyances, mortgages or adverse interests affecting title to the Property, except the following:

A. Mortgage recorded in Official Records Book 2805, Page 308, of the Public Records of Manatee County, Florida.

B. Mortgagee's joinder in and ratification of Subdivision plat and all dedications and reservations, recorded in Official Records Instrument 202141122723, of the Public Records of Manatee County, Florida.

C. Spreader and Mortgage Modification Agreement, recorded in Official Records Instrument 202141008554, of the Public Records of Manatee County, Florida.

D. Mortgagee's joinder in and ratification of Subdivision plat and all dedications and reservations, recorded in Official Records Instrument 202341020789, of the Public Records of Manatee County, Florida.

E. Mortgagee's joinder in and ratification of Subdivision plat and all dedications and reservations, recorded in Official Records Instrument 202241006605, of the Public Records of Manatee County, Florida.

F. Mortgage recorded in Official Records Book 2692, Page 5729, of the Public Records of Manatee County, Florida.

G. Mortgagee's Joinder in and Ratification of Subdivision Plat and all dedications and reservations thereon recorded in Official Records Book 2757, Page 7573, of the Public Records of Manatee County, Florida.

H. Indemnity Mortgage Modification and Spreader Agreement recorded in Official Records Instrument 202241023082, of the Public Records of Manatee County, Florida.

I. Terms and conditions set forth in that certain Summer Woods Local Development Agreement recorded in Official Records Book 2315, Page 2573, as amended and restated by Amended and Restated Summer Woods Local Development Agreement recorded in Official Records Book 2417, Page 6603, as further amended by instruments recorded in Official Records Book 2536, Page 3028; Official Records Book 2626, Page 541; Official Records Book 2709, Page 2634 and Official Records Instrument No. 202141038808, all of the Public Records of Manatee County, Florida..

J. Notice recorded in Official Records Book 2392, Page 4509, of the Public Records of Manatee County, Florida.

K. [Amended and Restated Notice of Contract recorded in Official Records Instrument No. 202141139468, of the Public Records of Manatee County, Florida.](#)

K.L. Final Judgment, Validation, Case No. 2012-CA-002515 recorded in Official Records Book 2440, Page 2885, of the Public Records of Manatee County, Florida.

L.M. Collateral Assignment and Assumption Agreement (Assessment Area One) recorded in Official Records Book 2733, Page 565 and Collateral Assignment and Assumption Agreement (Assessment Area Two - 2020 Project) recorded in Official Records Instrument No. 202041028500, and Collateral Assignment Agreement (Assessment Area Two - 2021 Project Bonds) recorded in Official Records Instrument No. 202141072304, of the Public Records of Manatee County, Florida.

M.N. True-Up Agreement (Assessment Area One) recorded in Official Records Book 2733, Page 580, together with First Amendment to True-Up Agreement (Assessment Area One) recorded in Official Records Book 2766, Page 2707, and True-Up Agreement (Assessment Area Two - 2020 Bonds) recorded in Official Records Instrument No. 202041028506 and True-Up Agreement (Assessment Area Two - 2021 Project Bonds) recorded in Official Records Instrument No. 202141072038, of the Public Records of Manatee County, Florida.

N.O. Declaration of Consent (Assessment Area One) recorded in Official Records Book 2733, Page 594, and Declaration of Consent (Assessment Area Two - 2020 Bonds & Assessments) recorded in Official Records Instrument No. 202041028501; Official Records Instrument No. 202041028502, and Declaration of Consent (Assessment Area Two - 2021 Project Bonds) recorded

Commented [PS1]: From Title Commitment for Parcel ID 401648209 (Schedule B-II Item No. 11).

in Official Records Instrument No. 202141072035, of the Public Records of Manatee County, Florida.

~~Q-P.~~ Notice of Special Assessments/Governmental Liens of Record (Assessment Area One) recorded in Official Records Book 2733, Page 602, and Notice of Special Assessments/Governmental Liens of Record (Assessment Area Two - 2020 Bonds & Assessments recorded in Official Records Instrument No. 202041028504, and Notice of Special Assessments/Governmental Liens of Record (Assessment Area Two - 2021 Project Bonds) recorded in Official Records Instrument No. 202141072036, of the Public Records of Manatee County, Florida.

~~P-Q.~~ Disclosure of Public Finance recorded in Official Records Book 2733, Page 610, and Supplemental Disclosure of Public Finance (2020 Bonds & Assessments) recorded in Official Records Instrument No. 202041028505, and Supplemental Disclosure of Public Finance (Assessment Area Two - 2021 Project Bonds) recorded in Official Records Instrument No. 202141072037, of the Public Records of Manatee County, Florida.

~~Q-R.~~ Omnibus Amendment to Assessment Area One Bond and Assessment Documents recorded in Official Records Instrument No. 202041028507, of the Public Records of Manatee County, Florida.

~~R-S.~~ Notice of Boundary Amendment recorded in Official Records Instrument No. 202141116511, and Notice of Boundary Amendment and Special Assessment recorded in Official Records Instrument No. 202141150342, of the Public Records of Manatee County, Florida.

~~S-T.~~ Covenants, conditions, easements and restrictions recorded in Official Records Book 2757, Page 7440, amended in Official Records Book 2766, Page 2433, amended in Official Records Book 2801, Page 5170, amended in Official Records Book 2805, Page 368, amended in Official Records Instrument 202041020801, amended in Official Records Instrument 202141081225, amended in Official Records Instrument 202141104843, amended in Official Records Instrument 202141122722, amended in Official Records Instrument 202241006604, amended in Official Records Instrument 202241062767, amended in Official Records Instrument 202241062768, amended in Official Records Instrument 202341020786, of the Public Records of Manatee County, Florida.

~~T-U.~~ All matters shown on the plat recorded in Plat Book 6, Page 45, of the Public Records of Manatee County, Florida.

~~U-V.~~ All matters shown on the plat recorded in Plat Book 64, Page 62, as affected by Surveyor's Affidavit recorded in Official Records Book 2769, Page 6416, of the Public Records of Manatee County, Florida.

~~V-W.~~ All matters shown on the plat recorded in Plat Book 71, Page 182, of the Public Records of Manatee County, Florida.

~~W-X.~~ All matters shown on the plat recorded in Plat Book 72, Pages 140 through 147, inclusive, of the Public Records of Manatee County, Florida.

~~X~~.Y. All matters shown on the plat recorded in Plat Book 77, Page 32, of the Public Records of Manatee County, Florida.

~~Y~~.Z. All matters shown on the plat recorded in Plat Instrument 202241006603, of the Public Records of Manatee County, Florida.

~~Z~~.AA. Terms and conditions set forth in that certain Mortgagee Special Assessment Acknowledgment recorded in Official Records Instrument No. 202141077023, of the Public Records of Manatee County, Florida.

~~AA~~.BB. Terms and conditions set forth in Agreement for Public Subdivision with Public Improvements recorded in Official Records Instrument No. 202141122724, of the Public Records of Manatee County, Florida.

~~CC~~. Terms and conditions set forth in Agreement for Public Subdivision with Private Improvements recorded in Official Records Instrument No. 202141122725, of the Public Records of Manatee County, Florida.

~~BB~~.DD. Agreement recorded in Official Records Book 2692, Page 5705, of the Public Records of Manatee County, Florida.

Commented [PS2]: From Title Commitment for PID No. 401604809, Schedule B-II Item No. 11.

~~CC~~.EE. Agreement for public subdivision with public improvements recorded in Official Records Instrument 202341020790, of the Public Records of Manatee County, Florida.

~~DD~~.FF. Agreement for public subdivision with private improvements recorded in Official Records Instrument 202341020791, of the Public Records of Manatee County, Florida.

~~EE~~.GG. Agreement for public subdivision with ~~private-public~~ improvements recorded in Official Records Instrument 202241006606, of the Public Records of Manatee County, Florida.

~~FF~~.HH. Agreement for public subdivision with private improvements recorded in Official Records Instrument 202241006607, of the Public Records of Manatee County, Florida.

~~GG~~.II. Reservation of Easement and other matters as contained in deed recorded in Official Records Instrument 202341044703, of the Public Records of Manatee County, Florida.

~~HH~~.JJ. Easement Agreement recorded in Official Records Instrument 202241063094, of the Public Records of Manatee County, Florida.

~~II~~.KK. Easement Agreement recorded in Official Records Instrument 202341044704, of the Public Records of Manatee County, Florida.

~~JJ~~.LL. Terms and conditions set forth in that certain Notice of Environmental Resource Permit recorded in Official Records Instrument No. 202241008341, of the Public Records of Manatee County, Florida.

~~KK~~.MM. Easement Agreement recorded in Official Records Book 2692, Page 5696, of the Public Records of Manatee County, Florida.

~~LL-NN~~. Easement Agreement recorded in Official Records Book 2798, Page 2572, of the Public Records of Manatee County, Florida.

~~MM-OO~~. Notice of Environmental Resource Permit recorded in Official Records Book 2587, Page 272, of the Public Records of Manatee County, Florida.

~~NN-PP~~. Notice of Environmental Resource Permit recorded in Official Records Instrument 202041090907, of the Public Records of Manatee County, Florida.

~~OO-QQ~~. Agreement for Public Subdivision with ~~Private-Public~~ Improvements recorded in Official Records Book 2757, Page 7595, of the Public Records of Manatee County, Florida.

~~PP-RR~~. Agreement for Public Subdivision with Private Improvements recorded in Official Records Book 2757, Page 7577, of the Public Records of Manatee County, Florida.

~~QQ-SS~~. Reservation of Easement as contained in deed recorded in Official Records Book 2767, Page 6894, of the Public Records of Manatee County, Florida.

~~RR-TT~~. Terms and Conditions of that certain Grant of Non-Exclusive, Perpetual Sanitary Sewer Easement recorded in Official Records Book 2305, Page 2330; as affected by Joinder recorded in Official Records Book 2308, Page 6631, and Reaffirmation and Conveyance of Easements recorded in Official Records Book 2411, Page 1961, of the Public Records of Manatee County, Florida.

~~SS-UU~~. Terms and Conditions of that certain Grant of Non-Exclusive, Perpetual Secondary Access Easement Agreement recorded in Official Records Book 2305, Page 2343; as affected by Joinder recorded in Official Records Book 2307, Page 3141, and Reaffirmation and Conveyance of Easements recorded in Official Records Book 2411, Page 1959, of the Public Records of Manatee County, Florida.

16. The Grantor's Taxpayer Identification Number is 37-1697769.

17. The representations embraced herein are made to induce Manatee County, a political subdivision of the State of Florida, to purchase the Property and to accept the Permanent Easements.

18. This affidavit is made and given by affiant with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

CANDICE SMITH

Signature

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, the foregoing instrument was acknowledged by means of

- physical presence or
- online notarization

this _____ day of _____, 2023, by Candice Smith, who

- is personally known to me or
- has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

Signature of Notary Public
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:

Peter Morrow, Senior Real Property Specialist
Property Acquisition Division
On Behalf of: Charles Meador, Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Moccasin Wallow Road - Segment 2
PROJECT NO: 6071262
PARCEL NO: 818, 820A & 822A
PID NO: 401660909 (a portion of), 401643309 (a portion of), 401648209 (a portion of),
401648009 (a portion of), 401604759 (a portion of) & 401643059 (a portion of)

SPACE ABOVE THIS LINE FOR RECORDING DATA

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT (Easement) is made and given by **SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT**, local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (**Grantor**), whose mailing address is 2700 South Falkenburg Road, Suite 2745, Riverview, Florida 33578, to **MANATEE COUNTY**, a political subdivision of the State of Florida (**Grantee**), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 and whose street address is 1112 Manatee Avenue West, Bradenton, Florida 34205.

As used herein, the term "Grantor" shall include any and all heirs, legal representatives, successors or assigns of Grantor, and all subsequent owners of the Easement Area, as defined below, and the term "Grantee" shall include any successor or assignee of Grantee.

WHEREAS, Grantee will be widening and otherwise improving Moccasin Wallow Road from I-75 to 115th Street East in Palmetto, Florida (**Project**); and

WHEREAS, Grantor is the owner of certain real property adjacent to the existing right-of-way or the right-of-way to be acquired by Grantee in furtherance of completion of the Project; and

WHEREAS, Grantee desires as a part of the Project to temporarily enter upon, place, and use the Easement Area as defined below for a staging and work area, and to construct, improve, slope, grade, and/or harmonize roadway improvements adjacent to the easement area, and for other purposes reasonably related to construction of the Project; and

WHEREAS, Grantor is willing to convey to Grantee the aforementioned rights; and

WHEREAS, Grantor, for and in consideration of the sum of one dollar and other valuable consideration paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, and transfer unto Grantee a nonexclusive temporary construction easement for the use

and benefit of Grantee for ingress, egress, entering upon, placing, and using as a staging and work area, and for storage of equipment, supplies, and materials or constructing, improving, sloping, grading, and/or harmonizing roadway improvements adjacent to the easement area and for other purposes reasonably related to construction of the Project across, in, on, over, through, under, and upon the following described land lying and being in Manatee County, Florida (**Easement Area**):

See legal description in Composite Exhibit A, attached to and incorporated in this Easement by this reference.

This Easement shall commence on the date of acceptance by the Board of County Commissioners of Manatee County, Florida, and shall terminate after a period of sixty (60) months or when Grantee completes its Project, whichever comes first.

This Easement is granted upon the condition that all work shall be performed in a workmanlike manner and, with the exception of changes to grade, that the surface of the ground impacted within the Easement Area shall be restored to a substantially similar condition as existed prior to Grantee's use of the Easement Area.

Grantee shall provide adjacent lands with reasonable access throughout the time this Easement is in effect.

Grantor reserves the right to continued free use and enjoyment of the Easement Area for any purposes which are not inconsistent with the rights granted herein to Grantee.

Grantor covenants with Grantee that Grantor is lawfully seized of the Easement Area and that Grantor has good, right, and lawful authority to grant this Easement and shall take no action to interfere with Grantee's lawful use of the Easement Area.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and its seal to be hereunto affixed, by its proper agent thereunto duly authorized, the day and year first below written.

SIGNATURES AND ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE

Formatted: Normal, Space After: 0 pt, Widow/Orphan control

Signed, sealed and delivered in the presence of two witnesses as required by law.

First Witness Signature

First Witness Printed Name

Address: _____

Second Witness Signature

Second Witness Printed Name

Address: _____

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, the foregoing instrument was acknowledged by means of

- physical presence or
- online notarization

this _____ day of _____, 2024, Candice Smith, as Chairman of the Board of the **SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT**, local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of the entity, who

- is personally known to me or
- has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____ My Commission Expires: _____

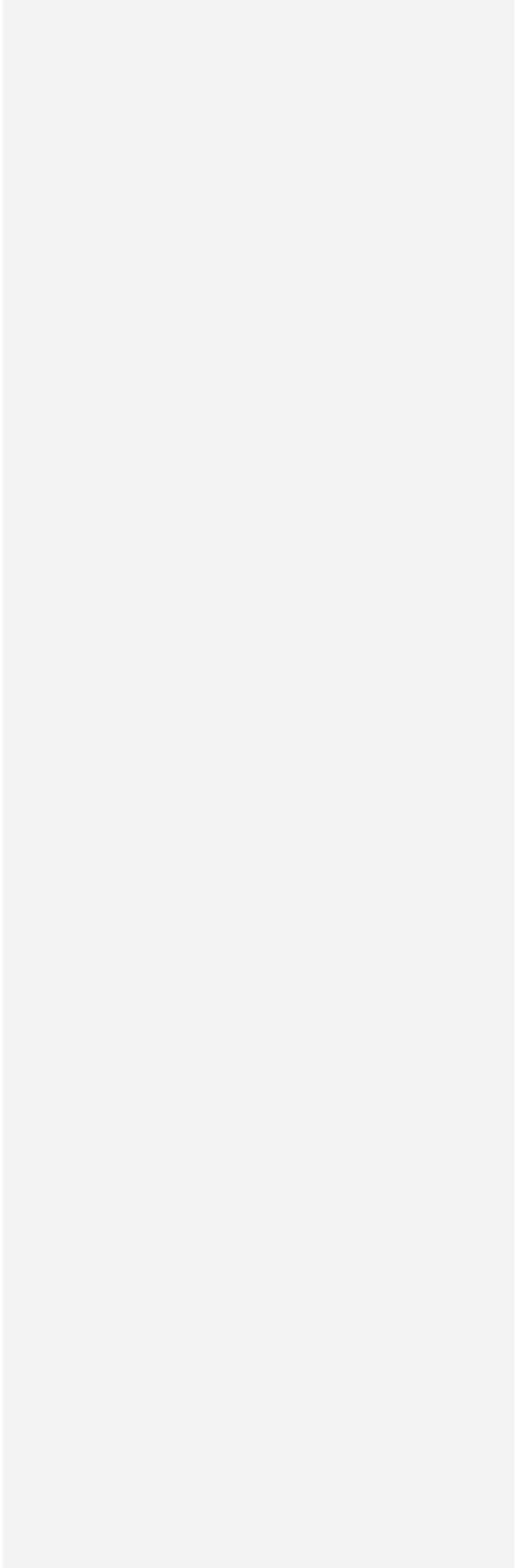
GRANTOR:

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT, local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes

By: _____
Candice Smith, Chairman of the Board

Date: _____

Signature of Notary Public
(Legibly print, type, or stamp
commissioned name of Notary Public
and affix official notary seal below.)



THIS INSTRUMENT PREPARED BY:

Peter Morrow, Senior Real Property Specialist
Property Acquisition Division
On Behalf of: Charles Meador, Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Moccasin Wallow Road - Segment 2
PROJECT NO: 6071262
PARCEL NO: 118
PID NO: 401660909 (a portion of)
OWNER TYPE: G22

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS INDENTURE, made and entered into between **SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT**, local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is 2700 South Falkenburg Road, Suite 2745, Riverview, Florida 33578 (hereinafter the **Grantor**), and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, (hereinafter the **Grantee**).

WITNESSETH, that Grantor, for and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00) and other valuable consideration paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred to the Grantee, said Grantee's heirs and assigns forever, the following described land, to wit:

See legal description identified as **Composite** Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor does hereby covenant with said Grantee that the Grantor is lawfully seized of said land in fee simple, that the Grantor has good right and lawful authority to sell and convey said land, and hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever and that said land is free of all encumbrances, except taxes accruing for the year 2022 and subsequent years.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and its seal to be hereunto affixed, by its proper agent thereunto duly authorized, the day and year first below written.

Commented [PS1]: Confirm Exhibit A is the Stantec S&D Sketch and Description of R-O-W Taking Parcel 188 (a portion of PID No. 401660909)

Signed, sealed and delivered in the presence of two witnesses as required by law.

First Witness Signature

First Witness Printed Name

Second Witness Signature

Second Witness Printed Name

GRANTOR:
SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT, local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes

By: _____
Candice Smith, Chairman of the Board

Date: _____

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, the foregoing instrument was acknowledged by means of

- physical presence or
- online notarization

this _____ day of _____, 2023, Candice Smith, as Chairman of the Board of the **SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT**, local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of the entity, who

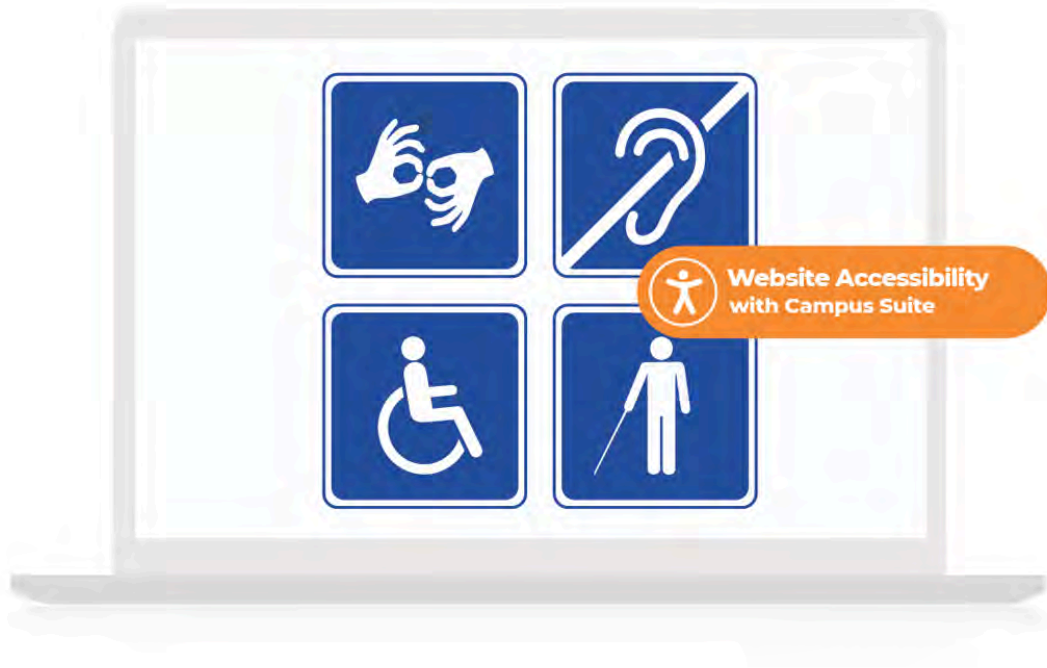
- is personally known to me or
- has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

Signature of Notary Public
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

My Commission Expires: _____

Tab 15



Quarterly Compliance Audit Report

Summer Woods

Date: December 2023 - 4th 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	Website errors* 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	Keyboard navigation The ability to navigate website without using a mouse
Passed	Website accessibility policy A published policy and a vehicle to submit issues and resolve issues
Passed	Color contrast Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	PDF accessibility Formatting PDFs including embedded images and non-text elements
Passed	Site map 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**

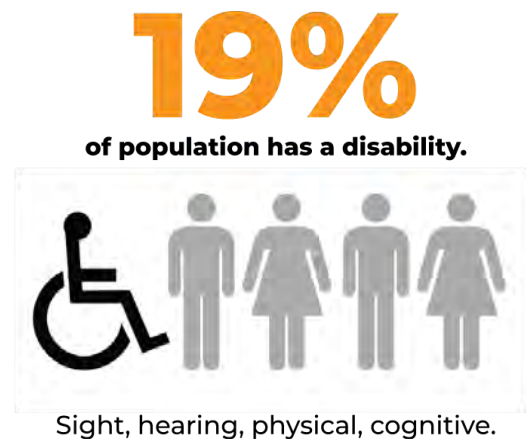
Compliance Criteria

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

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/sitertools/>



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 16

**FIRST ADDENDUM TO THE CONTRACT
FOR
PROFESSIONAL LANDSCAPE INSPECTION SERVICES**

This First Addendum to the Contract for Professional Landscape Inspection Services (this “**Addendum**”), is made and entered into as of the _____ day of _____, 20____ (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 Landscape Inspection Services dated **October 1, 2021** (the “**Contract**”), incorporated by reference herein; and

WHEREAS, the District and the Consultant desire to amend **Exhibit A** – 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 A** – Schedule of Fees attached.

The amended **Exhibit A** – 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.

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

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY:

PRINTED NAME:

William J. Rizzetta

TITLE:

President

DATE:

COMMUNITY:

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

BY:

PRINTED NAME:

TITLE:

DATE:

EXHIBIT A

Schedule of Fees

STANDARD ON-GOING SERVICES:

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

MONTHLY

\$800

ADDITIONAL AND LITIGATION SUPPORT SERVICES:

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

Job Title:	Hourly Rate:
Principal	\$500.00
VP/CFO/COO	\$450.00
Director	\$250.00
Information Technology Manager	\$225.00
Regional District Manager	\$225.00
Financial Services Manager	\$225.00
Accounting Manager	\$225.00
Regional Licensed Community Association Manager	\$200.00
District Manager	\$175.00
Licensed Community Association Manager	\$175.00
Amenity Services Manager	\$175.00
Clubhouse Manager	\$175.00
Senior Helpdesk Support Engineer	\$175.00
Financial Analyst	\$150.00
Division Manager Landscape Inspection Services	\$150.00
Senior Accountant	\$150.00
Collections Manager	\$125.00
Landscape Specialist	\$125.00
Financial Associate	\$125.00
Community Association Coordinator	\$100.00
Staff Accountant	\$100.00
Information Technology	\$100.00
Accounting Clerk	\$85.00
Administrative Assistant	\$85.00