

SUMMERSTONE

COMMUNITY DEVELOPMENT DISTRICT

May 7, 2021

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

Summerstone Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

April 30, 2021

Board of Supervisors
Summerstone Community Development District

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

NOTE: Meeting Time

Dear Board Members:

The Board of Supervisors of the Summerstone Community Development District will hold a Regular Meeting on May 7, 2021 at 11:00 a.m., at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Supervisor Timothy Martin, Seat 2, *Term Expires November, 2024*
4. Consider Appointment of Christian Cotter to Fill Unexpired Term of Seat 2
 - Administration of Oath of Office to Supervisor, Christian Cotter [Seat 2] (*the following to be provided in a separate package*)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B: Memorandum of Voting Conflict
5. Consideration of Resolution 2021-06, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the Summerstone Community Development District, and Providing for an Effective Date
6. Consideration of Access Residential Management, LLC, d/b/a Access Management Field Operations Agreement

7. Consideration of Resolution 2021-07, Approving a Proposed Budget for Fiscal Year 2021/2022 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
8. Consideration of Resolution 2021-08, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2021/2022 and Providing for an Effective Date
9. Consideration of Agreement for Engineering Services [Clearview Land Design, P.L.]
10. Consider Acceptance and Conveyance of Tract R-2
 - A. Special Warranty Deed (Developer to District)
 - B. Special Warranty Deed (District to County)
 - C. Bill of Sale (District to County)
 - D. Letter to County Regarding Bill of Sale
11. Consideration of Resolution 2021-09, Ratifying, Confirming, and Approving the Sale of the Summerstone Community Development District Special Assessment Revenue Bonds, Series 2020; Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Summerstone Community Development District Special Assessment Revenue Bonds, Series 2020; Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date
12. Acceptance of Unaudited Financial Statements as of March 31, 2021
13. Consideration of November 30, 2020 Special Meeting Minutes
14. Staff Reports
 - A. District Counsel: *Hopping Green & Sams, P.A.*
 - B. District Engineer: *Clearview Land Design, P.L.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - I. Q Registered Voters in District as of April 15, 2021
 - II. NEXT MEETING DATE: May 28, 2021, at 11:45 A.M.

○ QUORUM CHECK

Mary Moulton	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Christian Cotter	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Raymond Demby	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Ty Vincent	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Ryan Zook	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

15. Board Members' Comments/Requests

16. Public Comments

17. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294.

Sincerely,



Cindy Carbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

CONFERENCE ID: 8518503

SUMMERSTONE

COMMUNITY DEVELOPMENT DISTRICT

3

NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
Summerstone Community Development District
Attn: Craig Wrathell, District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: Timothy L. Martin
Printed Name

Date: 12/15/2020
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Summerstone Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accept it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and personally presented at a duly noticed meeting of the Board of Supervisors, scanned and electronically transmitted to gillyardd@whhassociates.com or faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.


Signature

SUMMERSTONE

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2021-06

A RESOLUTION DESIGNATING A CHAIR, A VICE CHAIR, A SECRETARY, ASSISTANT SECRETARIES, A TREASURER AND AN ASSISTANT TREASURER OF THE SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Summerstone Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Pasco County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to appoint the below-recited persons to the offices specified.

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

1. **DISTRICT OFFICERS.** The District officers are as follows:

_____ is appointed Chair

_____ is appointed Vice Chair

Craig Wrathell is appointed Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

Cindy Cerbone is appointed Assistant Secretary

Daniel Rom is appointed Assistant Secretary

Craig Wrathell is appointed Treasurer

Jeff Pinder is appointed Assistant Treasurer

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

Adopted this ____ day of _____, 2021.

ATTEST:

**SUMMERSTONE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SUMMERSTONE

COMMUNITY DEVELOPMENT DISTRICT

6

FIELD OPERATIONS AGREEMENT

THIS FIELD OPERATIONS AGREEMENT (“Agreement”) is made and entered into this 1st day of June, 2021 by and between:

SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

ACCESS RESIDENTIAL MANAGEMENT LLC, D/B/A ACCESS MANAGEMENT, a Florida limited liability company, whose mailing address is 215 Celebration Place, Suite 115, Celebration, Florida 34747 (“**Manager**,” and together with the District, “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* (“**Act**”); and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure (“**Improvements**”) located within the District; and

WHEREAS, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Manager to manage the operation and maintenance of the Improvements.

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. MANAGER’S OBLIGATION.

A. *Specific Duties.* Manager shall perform the specific duties described on the document attached hereto as **Exhibit A** and incorporated herein by reference.

B. General Duties. Manager also shall be responsible for the management and oversight of District vendors for the District Property in an efficient, lawful and satisfactory manner and in accordance with the District's bond covenants relating to such maintenance under the District's direction. (That said, and as a point of clarification, Manager shall not have authority to execute contracts and/or change orders on behalf of the District.) Manager is responsible for the overall supervision of service contractors and maintenance staff, as well as arranging for certain repair and maintenance work. Manager shall report directly to the District Manager and the Board of Supervisors. Manager shall attend monthly Board Meetings when requested by the District Manager or Board of Supervisors.

C. Inspection. Manager shall conduct regular inspections of all District property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.

D. Investigation and Report of Accidents/Claims. Manager shall promptly notify the District Manager as to all accidents or claims for damage relating to the management of the District and maintenance and operation of District Property. Such report shall at a minimum include a description of any damage or destruction of property. Manager shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Manager shall not file any claims with the District's insurance company without the prior consent of the District Manager or his designee.

E. Compliance with Government Rules, Regulations, Requirements and Orders. Manager shall take such action as is necessary to comply promptly with any and all orders or requirements affecting District property placed thereon by any governmental authority having jurisdiction. Manager shall immediately notify the District Manager and District Counsel in writing of all such orders or requirements. At the request of the District, Manager shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of the District property.

F. Adherence to District Rules, Regulations and Policies. To the extent they apply to Manager's performance herein, Manager's personnel shall be familiar with any and all District policies and procedures, if any, and shall ensure that all persons using District Property are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and ensure that said persons conform therewith. Manager may adopt such policies and procedures as it deems necessary to the fulfillment of its obligations under this Agreement provided that copies of such policies and procedures shall be provided to the District at all times. Manager assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.

G. *Care of the Property.* Manager shall use all due care to protect the property of the District, its residents and landowners from damage by Manager, its employees or contractors.

SECTION 3. COMPENSATION. The District shall pay the Manager the compensation set forth in **Exhibit A** for the provision of field operations management services pursuant to the terms of this Agreement.

SECTION 4. TERM.

- A. The term of this Agreement shall commence as of the date first written above and shall terminate June 30, 2022, unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless either party provides at least thirty (30) days' written notice of its intent to not renew the Agreement.
- B. Notwithstanding the foregoing, the Manager and the District shall both have the right to terminate this Agreement upon thirty (30) days' written notice without cause. In the event of any termination, the Manager and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the Parties. Any termination of this Agreement shall not release District from its obligation to pay Manager the compensation and Reimbursable Expenses due for work performed prior to termination, subject to any offsets the District may have.

SECTION 5. INSURANCE. The Manager shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Manager shall provide the District a copy of the insurance policy, and any endorsements, prior to the commencement of the services contemplated under this Agreement. District shall also receive thirty (30) days' notice of cancellation of any such insurance policy. Policies shall have the minimum levels of insurance set forth in **Exhibit B**. As may be available, all policies shall name the District, and its staff and supervisors, as additional insureds.

SECTION 6. INDEMNITY. 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 percentage of fault attributable to Contractor for claims against the District, regardless 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, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. The indemnity obligations in this Agreement shall survive expiration or earlier termination of this Agreement.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either the District or the Manager are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Manager, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

SECTION 8. 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.

SECTION 9. ASSIGNMENT. Neither Party may assign this Agreement without the prior written approval of the other.

SECTION 10. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Manager shall be acting as an independent contractor. Neither the Manager nor employees of the Manager, 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 Manager agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Manager, if there are any, in the performance of this Agreement. The Manager shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Manager shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 11. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 12. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Manager relating to the subject matter of this Agreement.

SECTION 13. 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 Manager.

SECTION 14. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Manager, both the District and the Manager have complied with all the requirements of law in order to effectuate the terms of this Agreement, and both the District and the Manager have full power and authority to comply with the terms and provisions of this instrument.

SECTION 15. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, and at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Manager may deliver Notice on behalf of the District and the Manager. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days’ written notice to the parties and addressees set forth herein.

SECTION 16. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Manager 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 Manager 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 Manager and their respective representatives, successors, and assigns.

SECTION 17. 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. Venue shall be in Pasco County, Florida.

SECTION 18. PUBLIC RECORDS. Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Manager acknowledges that the designated public records custodian for the District is **Craig Wrathell** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Manager 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 Manager 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 the Manager’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 Manager, the Manager 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 MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 19. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 20. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Manager as an arm’s length transaction. The District and the Manager 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.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT

Chairman, Board of Supervisors

BY: _____

Printed: _____

Its: _____

EXHIBIT A

Manager shall provide the following staffing:

Monthly Fee	CAM Visits - Month / Yr.	RDO Visits - Month / Yr.
\$750	3 / 36	1 / 12

- Reports directly to the CDD District Manager
- Oversees Community Support Staff, Facility Monitors, and Auxiliary Staff (AT ADDITIONAL COST / IF NECESSARY)
- Assess condition of District property resulting from neglect, vandalism, depreciation and estimate costs associated with its repair and/or replacement
- Maintain preventative maintenance records, inventories, purchases, and review of invoices
- Arrange quotes and supervise performance of outside contractors
- Perform regularly scheduled reviews of preventative maintenance records, inventories, and purchases
- Provide sign off on and code invoices, as needed and submit for payment.
- Work to ensure the community meets the quality maintenance standards set by the Board of Supervisors
- Provide budgetary input and assist in monitoring and controlling of expenditures.
- Attend monthly Board meetings and present an Operations report.
- Oversee pond maintenance and water management system provider performance through regular meetings and inspections.
- Oversee landscape/irrigation maintenance system provider performance through regular meetings and inspections
- Oversee Pool Maintenance Service and repairs as well as condition of all pools and fountains
- Advise the District of any necessary repairs, cleaning, or replacement items required due to "normal wear and tear", "acts of God", or "vandalism". Such repairs shall be billed separately, upon approval of the Community Development District
- Prepare a Facility Maintenance Plan and an Emergency Action Plan
- Resolve any issues requiring attention on behalf of the residents and/or Board of Supervisors
- Oversee aspects such as budgeting, policy recommendations and enforcement as well as safety and security recommendations
- Assume all staffing responsibilities including all duties associated with employing the recreational staff, such as recruiting, hiring, training, and overseeing and evaluating such personnel
- Conduct professional interaction and coordination with security providers (Security Company / Off Duty Sheriffs)
- Recommend on an ongoing basis, capital equipment replacements, additions, and operational improvements.
- Upon review, have the authority to purchase goods and/or services on the District's behalf as it relates to operation and maintenance of the District up to \$500.00 per purchase with the District issued debt card
- Make suggestions for new or revised rules for the Recreational Facilities when appropriate
- Assist the District in procuring and maintaining all licenses and permits required for Recreational Facilities
- At times, the work schedule of the manager must be flexible to monitor resident request, supervise outside contractors and handle operational emergencies
- All other duties deemed necessary by the Board of Supervisors or District Manager to Assist residents with Facility Rental Contracts
- Assist residents with Access Cards (Costs of cards/ postage/ handling reimbursed to Access Mgmt. by CDD)

Notices/ Billing Address:

Access Management 215 Celebration Place, Suite 115 Celebration, FL 34747

Office Locations: Florida -Tampa / Sarasota/ Orlando South Carolina - Myrtle Beach

Proposed Site Visits: Weekly: Licensed Community Association Manager

Monthly: Regional Director of Operations

EXHIBIT B
Insurance Certificate and Endorsements

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2021

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 DiMatteo Insurance 79 Bridgeport Avenue Shelton CT 06484	CONTACT NAME: Maria Rodrigues PHONE (A/C, No, Ext): 203-924-5415 FAX (A/C, No): 203-924-4710 E-MAIL ADDRESS: mrodrigues@dimatteoinsurance.com														
INSURED 508526 Access Residential Management 215 Celebration Place, Ste 115 Celebration FL 34747	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Northfield Ins Co</td> <td style="text-align: center;">27987</td> </tr> <tr> <td>INSURER B: Starstone National Ins. Co.</td> <td style="text-align: center;">25496</td> </tr> <tr> <td>INSURER C: Employers Assurance Co</td> <td style="text-align: center;">25402</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Northfield Ins Co	27987	INSURER B: Starstone National Ins. Co.	25496	INSURER C: Employers Assurance Co	25402	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Northfield Ins Co	27987														
INSURER B: Starstone National Ins. Co.	25496														
INSURER C: Employers Assurance Co	25402														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 780880831

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			WS445554	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			72214N205ALI	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EIG2912335	11/1/2020	11/1/2021	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 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)
 All operations/activities usual to the insured's operations throughout the policy term.

CERTIFICATE HOLDER

CANCELLATION

Summerstone Community Development District/c/o
 Wrathell, Hunt and Associates, LLC
 2300 Glades Road, Suite 410W
 Boca Raton FL 33431

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





© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



SUMMERSTONE

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2021-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2021/2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Summerstone Community Development District (“**District**”) prior to June 15, 2021, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE:	August 27, 2021
HOUR:	11:45 A.M.
LOCATION:	Avalon Park West Amenity Center 5060 River Glen Boulevard Wesley Chapel, Florida 33545

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Pasco County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

ATTEST:

**SUMMERSTONE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

Exhibit A

**SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2022**

**SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1 - 2
Definitions of General Fund Expenditures	3 - 4
Debt Service Fund Budget - Series 2021	5
Amortization Schedule - Series 2021	6 - 7
Assessment Summary	8

**SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2022
	Proposed Budget FY 2021	Actual through 3/31/2021	Projected through 9/30/2021		
REVENUES					
Assessment levy: on-roll - gross					\$ 137,554
Allowable discounts (4%)					(5,502)
Assessment levy: on-roll - net					132,052
Assessment levy: off-roll					71,741
Landowner contribution	\$ 87,040	\$ 58,226	\$ 60,439	\$ 118,665	-
Total revenues	<u>87,040</u>	<u>58,226</u>	<u>60,439</u>	<u>118,665</u>	<u>203,793</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Debt service fund accounting Series 2021	-	-	-	-	5,500
Legal	15,000	4,384	10,616	15,000	15,000
Engineering	3,000	-	3,000	3,000	3,000
Audit	4,500	-	4,500	4,500	4,500
Arbitrage rebate calculation*	750	-	750	750	750
Dissemination agent*	1,000	333	500	833	2,000
Trustee*	5,000	-	5,000	5,000	5,000
Telephone	200	100	100	200	200
Postage	500	-	500	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,500	566	934	1,500	1,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	500	5,500	5,500
Contingencies/bank charges	500	396	104	500	500
Website hosting & maintenance	705	1,680	-	1,680	705
Website ADA compliance	210	210	-	210	210
Electricity	-	3,734	3,800	7,534	-
Tax Collector	-	-	-	-	2,751
Total professional & administrative	<u>87,040</u>	<u>40,828</u>	<u>54,554</u>	<u>95,382</u>	<u>96,291</u>

**SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2022**

	Fiscal Year 2021				Proposed Budget FY 2022
	Proposed Budget FY 2021	Actual through 3/31/2021	Projected through 9/30/2021	Total Actual & Projected Revenue & Expenditures	
Field operations			-		
Lake & pond maintenance	-	-	-	-	20,000
Storm water system maintenance	-	-	-	-	3,500
Wetlands maintenance	-	-	-	-	5,000
Electricity - street lights	-	-	-	-	30,000
Comprehensive field tech services	-	-	-	-	9,000
Roads maintenance	-	-	-	-	10,000
Total field operations	-	-	-	-	77,500
Total expenditures	87,040	40,828	54,554	95,382	173,791
Excess/(deficiency) of revenues over/(under) expenditures	-	17,398	5,885	23,283	30,002
Fund balance - beginning (unaudited)		(23,283)	(5,885)	(23,283)	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	29,573
Unassigned	-	(5,885)	-	-	429
Fund balance - ending	\$ -	\$ (5,885)	\$ -	\$ -	\$ 30,002

*These items will be realized when bonds are issued

***These items will be realized when the CDD takes ownership of the related assets.

**SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
<p>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Debt service fund accounting Series 2021	5,500
Legal	15,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	3,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	4,500
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation*	750
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent*	2,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	1,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,500
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Website hosting & maintenance	705
Website ADA compliance	210
Tax Collector	2,751

**SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Field Operations

Lake & pond maintenance	20,000
Storm water system maintenance	3,500
Wetlands maintenance	5,000
Electricity - street lights	30,000
Comprehensive field tech services	9,000
Roads maintenance	10,000
Total expenditures	<u>\$ 173,791</u>

**SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2020
FISCAL YEAR 2022**

	Fiscal Year 2021				Proposed Budget FY 2022
	Proposed Budget FY 2021	Actual through 3/31/2021	Projected through 9/30/2021	Total Actual & Projected Revenue & Expenditures	
REVENUES					
Assessment levy: on-roll					\$ 280,865
Allowable discounts (4%)					(11,235)
Net assessment levy - on-roll					269,630
Interest	\$ -	\$ 6	\$ -	\$ 6	-
Total revenues	-	6	-	6	269,630
EXPENDITURES					
Debt service					
Principal	-	-	-	-	90,000
Interest	-	-	70,896	70,896	172,450
Tax collector	-	-	-	-	5,617
Total debt service	-	-	70,896	70,896	268,067
Other fees & charges					
Cost of issuance	-	136,947	-	136,947	-
Underwriter's discount	-	92,800	-	92,800	-
Total other fees and charges	-	229,747	-	229,747	-
Total expenditures	-	229,747	70,896	300,643	268,067
Excess/(deficiency) of revenues over/(under) expenditures	-	(229,741)	(70,896)	(300,637)	1,563
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	571,097	-	571,097	-
Original issue discount	-	(9,624)	-	(9,624)	-
Total other financing sources/(uses)	-	561,473	-	561,473	-
Net increase/(decrease) in fund balance	-	331,732	(70,896)	260,836	1,563
Fund balance:					
Beginning fund balance (unaudited)	-	(2,678)	329,054	(2,678)	258,158
Ending fund balance (projected)	\$ -	\$329,054	\$ 258,158	\$ 258,158	259,721
Use of fund balance:					
Debt service reserve account balance (required)					(132,006)
Interest expense - November 1, 2022					(85,100)
Projected fund balance surplus/(deficit) as of September 30, 2022					<u>\$ 42,615</u>

**SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2020 (PHASE ONE) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/21			70,896.11	70,896.11	4,640,000.00
11/01/21			86,225.00	86,225.00	4,640,000.00
05/01/22	90,000.00	2.500%	86,225.00	176,225.00	4,550,000.00
11/01/22			85,100.00	85,100.00	4,550,000.00
05/01/23	95,000.00	2.500%	85,100.00	180,100.00	4,455,000.00
11/01/23			83,912.50	83,912.50	4,455,000.00
05/01/24	95,000.00	2.500%	83,912.50	178,912.50	4,360,000.00
11/01/24			82,725.00	82,725.00	4,360,000.00
05/01/25	95,000.00	2.500%	82,725.00	177,725.00	4,265,000.00
11/01/25			81,537.50	81,537.50	4,265,000.00
05/01/26	100,000.00	3.250%	81,537.50	181,537.50	4,165,000.00
11/01/26			79,912.50	79,912.50	4,165,000.00
05/01/27	105,000.00	3.250%	79,912.50	184,912.50	4,060,000.00
11/01/27			78,206.25	78,206.25	4,060,000.00
05/01/28	105,000.00	3.250%	78,206.25	183,206.25	3,955,000.00
11/01/28			76,500.00	76,500.00	3,955,000.00
05/01/29	110,000.00	3.250%	76,500.00	186,500.00	3,845,000.00
11/01/29			74,712.50	74,712.50	3,845,000.00
05/01/30	115,000.00	3.250%	74,712.50	189,712.50	3,730,000.00
11/01/30			72,843.75	72,843.75	3,730,000.00
05/01/31	120,000.00	3.750%	72,843.75	192,843.75	3,610,000.00
11/01/31			70,593.75	70,593.75	3,610,000.00
05/01/32	125,000.00	3.750%	70,593.75	195,593.75	3,485,000.00
11/01/32			68,250.00	68,250.00	3,485,000.00
05/01/33	125,000.00	3.750%	68,250.00	193,250.00	3,360,000.00
11/01/33			65,906.25	65,906.25	3,360,000.00
05/01/34	130,000.00	3.750%	65,906.25	195,906.25	3,230,000.00
11/01/34			63,468.75	63,468.75	3,230,000.00
05/01/35	135,000.00	3.750%	63,468.75	198,468.75	3,095,000.00
11/01/35			60,937.50	60,937.50	3,095,000.00
05/01/36	140,000.00	3.750%	60,937.50	200,937.50	2,955,000.00
11/01/36			58,312.50	58,312.50	2,955,000.00
05/01/37	150,000.00	3.750%	58,312.50	208,312.50	2,805,000.00
11/01/37			55,500.00	55,500.00	2,805,000.00
05/01/38	155,000.00	3.750%	55,500.00	210,500.00	2,650,000.00
11/01/38			52,593.75	52,593.75	2,650,000.00
05/01/39	160,000.00	3.750%	52,593.75	212,593.75	2,490,000.00
11/01/39			49,593.75	49,593.75	2,490,000.00
05/01/40	165,000.00	3.750%	49,593.75	214,593.75	2,325,000.00
11/01/40			46,500.00	46,500.00	2,325,000.00
05/01/41	170,000.00	4.000%	46,500.00	216,500.00	2,155,000.00
11/01/41			43,100.00	43,100.00	2,155,000.00
05/01/42	180,000.00	4.000%	43,100.00	223,100.00	1,975,000.00
11/01/42			39,500.00	39,500.00	1,975,000.00
05/01/43	185,000.00	4.000%	39,500.00	224,500.00	1,790,000.00
11/01/43			35,800.00	35,800.00	1,790,000.00
05/01/44	195,000.00	4.000%	35,800.00	230,800.00	1,595,000.00
11/01/44			31,900.00	31,900.00	1,595,000.00
05/01/45	200,000.00	4.000%	31,900.00	231,900.00	1,395,000.00

**SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2020 (PHASE ONE) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/45			27,900.00	27,900.00	1,395,000.00
05/01/46	210,000.00	4.000%	27,900.00	237,900.00	1,185,000.00
11/01/46			23,700.00	23,700.00	1,185,000.00
05/01/47	220,000.00	4.000%	23,700.00	243,700.00	965,000.00
11/01/47			19,300.00	19,300.00	965,000.00
05/01/48	230,000.00	4.000%	19,300.00	249,300.00	735,000.00
11/01/48			14,700.00	14,700.00	735,000.00
05/01/49	235,000.00	4.000%	14,700.00	249,700.00	500,000.00
11/01/49			10,000.00	10,000.00	500,000.00
05/01/50	245,000.00	4.000%	10,000.00	255,000.00	255,000.00
11/01/50			5,100.00	5,100.00	255,000.00
05/01/51	255,000.00	4.000%	5,100.00	260,100.00	-
Total	4,640,000.00		3,359,558.61	7,999,558.61	

**SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2022 ASSESSMENTS**

On-Roll

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2022 O&M Assessment per Unit</u>	<u>FY 2022 DS Assessment per Unit</u>	<u>FY 2022 Total Assessment per Unit</u>	<u>FY 2021 Total Assessment per Unit</u>
TH 20'	74	\$ 575.54	\$ 656.52	\$ 1,232.06	n/a
SF 40'	82	575.54	1,250.51	1,826.05	n/a
SF 50'	81	575.54	1,563.14	2,138.68	n/a
SF 60'	2	575.54	1,563.14	2,138.68	n/a
Total	239				

Off-Roll Assessments

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2022 O&M Assessment per Unit</u>	<u>FY 2022 DS Assessment per Unit</u>	<u>FY 2022 Total Assessment per Unit</u>	<u>FY 2021 Total Assessment per Unit</u>
TH 20'	94	\$ 216.74	-	\$ 216.74	n/a
SF 40'	117	216.74	-	216.74	n/a
SF 50'	120	216.74	-	216.74	n/a
SF 60'	-	216.74	-	216.74	n/a
Total	331				

SUMMERSTONE

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2021-08

A RESOLUTION OF THE SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2021/2022 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Summerstone Community Development District (“District”) is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Pasco County, Florida; and

WHEREAS, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District’s Board shall be held during Fiscal Year 2021/2022 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with Pasco County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2021.

ATTEST:

SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE		
LOCATION		
<i>Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 22, 2021	Regular Meeting	11: 00 AM
November 19, 2021*	Regular Meeting	11: 00 AM
December 17, 2021*	Regular Meeting	11: 00 AM
January 28, 2022	Regular Meeting	11: 00 AM
February 25, 2022	Regular Meeting	11: 00 AM
March 25, 2022	Regular Meeting	11: 00 AM
April 22, 2022	Regular Meeting	11: 00 AM
May 27, 2022	Regular Meeting	11: 00 AM
June 24, 2022	Regular Meeting	11: 00 AM
July 22, 2022	Regular Meeting	11: 00 AM
August 26, 2022	Public Hearing & Regular Meeting	11: 00 AM
September 23, 2022	Regular Meeting	11: 00 AM

Exception:

**meeting date is one week early to accommodate holidays*

CALL-IN NUMBER: 1-888-354-0094

CONFERENCE ID: 8518503

SUMMERSTONE

COMMUNITY DEVELOPMENT DISTRICT

9

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2021, by and between:

Summerstone Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Pasco County, Florida (“**District**”); and

Clearview Land Design, P.L., a Florida limited liability company, providing professional engineering services with a mailing address of 3010 W. Azelee Street, Suite 150, Tampa, Florida 33609 (“**Engineer**”).

RECITALS

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

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors (“**Board**”) ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering services including but not limited to construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the

Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

1. SCOPE OF SERVICES.

- a. The Engineer will provide general engineering services, including:
 - i. Preparation of any necessary reports and attendance at meetings of the Board.
 - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - iii. Any other items requested by the Board.
- b. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
 - i. Periodic visits to the site, or full time construction management of District projects, as directed by District.
 - ii. Processing of contractor's pay estimates.
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - iv. Final inspection and requested certificates for construction including the final certificate of construction.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - vi. Any other activity related to construction as authorized by the Board.
- c. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

2. REPRESENTATIONS. The Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District, provide certification of compliance with all registration and licensing requirements.

- c. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("**Work Authorization**"). Authorization of services or projects under the contract shall be at the sole option of the District. Work Authorization No. 1 attached hereto is hereby approved.

4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- a. Lump Sum Amount - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.
- b. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All

expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.

- b. Expense of reproduction, postage and handling of drawings and specifications.

6. TERM OF CONTRACT. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

7. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder (or such longer period to the extent required by Florida's public records retention laws). The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

9. OWNERSHIP OF DOCUMENTS.

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- b. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.
- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or

patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

10. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

11. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

12. COST ESTIMATES. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

13. INSURANCE. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage	\$1,000,000/\$2,000,000

(including Contractual)

Automobile Liability Bodily Injury / Property Damage	Combined Single Limit \$1,000,000
Professional Liability for Errors and Omissions	\$1,000,000

If any such policy of insurance is a “claims made” policy, and not an “occurrence” policy, the Engineer shall, without interruption, and at the District’s option, maintain the insurance during the term of this Agreement and for at least five years after the termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker’s Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. 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 without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer 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 Engineer 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.

14. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

15. AUDIT. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

16. INDEMNIFICATION. Engineer agrees to indemnify, defend, and hold the District and the District's officers and employees wholly harmless from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement. To the extent a limitation on liability is required by Section 725.06, *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

17. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

18. SOVEREIGN IMMUNITY. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

19. PUBLIC RECORDS. The Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that 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 completion of the Agreement if the Engineer does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Engineer or keep and maintain public records required by the District to perform the service. If the Engineer transfers all public records to the District upon completion of this Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public

records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

20. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

21. CONFLICTS OF INTEREST. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

22. SUBCONTRACTORS. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

23. INDEPENDENT CONTRACTOR. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

24. ASSIGNMENT. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

25. THIRD PARTIES. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

26. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in Pasco County, Florida.

27. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

28. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

29. 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 of the parties hereto and formally approved by the Board.

30. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

31. NOTICES. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

A. If to the District: Summerstone Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Hopping Green & Sams, PA
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Engineer: Clearview Land Design, P.L.
3010 West Azeele Street, Suite 150
Tampa, Florida 33609
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 Engineer may deliver Notice on behalf of the District and the Engineer. 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) day's written notice to the parties and addressees set forth herein.

32. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

33. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

CLEARVIEW LAND DESIGN, P.L.

Witness

By: _____
Its: _____

SCHEDULE "A"

HOURLY FEE SCHEDULE

_____, 2021

Summerstone Community Development District
Pasco County, Florida

Subject: **Work Authorization Number 1
Summerstone Community Development District**

Dear Chairman, Board of Supervisors:

Clearview Land Design, P.L. ("**Engineer**") is pleased to submit this work authorization to provide engineering services for the Summerstone Community Development District ("**District**"). We will provide these services pursuant to our current agreement dated _____, 2021 ("**Engineering Agreement**") as follows:

I. Scope of Work

The District will engage Engineer to:

- Perform those services as necessary pursuant to the Engineering Agreement including, but not limited to, attendance at Board of Supervisors meetings and preparation of reports or other activities as directed by the Board of Supervisors.
- Perform all services related to administration of the District's Project and all Future Projects in an efficient, lawful and satisfactory manner.
- Act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District's improvements in accordance with the procurement procedures adopted by the Board of Supervisors and/or the terms of any applicable construction contracts.

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Sincerely,

**SUMMERSTONE COMMUNITY DEVELOPMENT
DISTRICT**

CLEARVIEW LAND DESIGN, P.L.

By: _____

By: _____

Authorized Representative

Date: _____

Date: _____

SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT

10A

PREPARED BY AND RETURN TO:

HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed as of this _____ day of _____, 2021, by **FORESTAR (USA) REAL ESTATE GROUP, INC.**, a foreign profit corporation, whose address for purposes hereof is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 (“Grantor”), in favor of **SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, with a mailing address of c/o Wrathell Hunt & Associations, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“Grantee”).

[Wherever used herein, the terms “Grantor” and “Grantee” shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Pasco County, Florida, further described as:

R-2 (RIGHT-OF-WAY), AS SHOWN ON THE PLAT KNOWN AS ASHBERRY VILLAGE PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF PASCO COUNTY, FLORIDA AT PLAT BOOK 83, PAGES 5 THROUGH 12.

Subject to restrictions, covenants, conditions and easements, of record; however, reference hereto shall not be deemed to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants 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 warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor.

Grantor represents that Grantor has complied with the requirements of Section 196.295, *Florida Statutes*.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

“GRANTOR”

WITNESSES

FORESTAR (USA) REAL ESTATE GROUP, INC.

By: _____
Name: _____
Title: _____

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this ____ day of _____, 2021, by _____ as _____ of Forestar (USA) Real Estate Group, Inc., a foreign profit corporation, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT

10B

Return to:
Real Property & Planning Division
7220 Osteen Road
New Port Richey, FL 34653

This instrument prepared by:
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

Property Appraiser's Parcel ID Nos:
25-26-20-0010-49900-0R20

WARRANTY DEED

THIS WARRANTY DEED is made by **SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, whose address is c/o Wrathell Hunt & Associations, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, hereinafter called "GRANTOR," to **PASCO COUNTY**, a political subdivision of the State of Florida, whose address is 37918 Meridian Avenue, Dade City, Florida 33525, hereinafter called the "GRANTEE," and its successors and assigns.

WITNESSETH, that GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto GRANTEE all that certain land situate in Pasco County, State of Florida, to wit:

TRACT R-2 (RIGHT-OF-WAY), AS SHOWN ON THE PLAT KNOWN AS ASHBERRY VILLAGE PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF PASCO COUNTY, FLORIDA AT PLAT BOOK 83, PAGES 5 THROUGH 12.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

AND GRANTOR hereby covenants with GRANTEE that GRANTOR is lawfully seized of said land in fee simple; that GRANTOR has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land 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 subsequent to December 31, 2021.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper officer, thereunto duly authorized, this ____ day of _____, 2021.

Signed, sealed and delivered in the presence of:

**GRANTOR:
SUMMERSTONE COMMUNITY
DEVELOPMENT DISTRICT**

1st Witness signature

Print name

2nd Witness signature

Print name

By: _____

Print name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2021, by _____, as Chairman of the Summerstone Community Development District, a local unit of special-purpose government, on behalf of the entity. He/she is () personally known to me or () has produced _____ as identification.

Notary Public
My Commission Expires:

SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT

10C

BILL OF SALE
[TRACT R-2 ROADWAY IMPROVEMENTS]

KNOW ALL MEN BY THESE PRESENTS, that **SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, *Florida Statutes*, whose address is c/o Wrathell Hunt & Associations, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“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 **PASCO COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 37918 Meridian Avenue, Dade City, Florida 33525 (“COUNTY”) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following:

ALL ROADWAY IMPROVEMENTS INCLUDING PAVING, DRAINAGE, CURB, SIDEWALKS, AND GUTTER LOCATED WITHIN TRACT R-2 (RIGHT-OF-WAY), AS SHOWN ON THE PLAT KNOWN AS ASHBERRY VILLAGE PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF PASCO COUNTY, FLORIDA AT PLAT BOOK 83, PAGES 5 THROUGH 12 (“**Improvements**”).

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

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

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this ____day of _____, 2021.

WITNESSES:

**SUMMERSTONE COMMUNITY
DEVELOPMENT DISTRICT**

Signature: _____
Print Name: _____

By: _____
Its: _____

Signature: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___day of _____, 2021, by _____ as _____, of Summerstone Community Development District, a special purpose unit of local government established under Chapter 190, *Florida Statutes*, on behalf of the District. They are personally known to me or have produced _____ as identification.

Signature of Notary Public

Name Typed, Printed or Stamped

Commission No.: _____

My Commission Expires: _____

SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT

10D

Summerstone Community Development District

c/o Clearview Land Design, P.L.
3010 W. Azele Street, Suite 150, Tampa, Florida 33609

_____, 2021

Board of County Commissioners
Pasco County, Florida
37918 Meridian Avenue
Dade City, Florida 33525

RE: Turnover of Roadway Improvements
As-Built Submittal Date _____

Dear Commissioners and Staff,

I am writing on behalf of the Board of Supervisors of the Summerstone Community Development District ("**District**") to request that Pasco County ("**County**") accept for ownership and maintenance the following improvements:

ALL ROADWAY IMPROVEMENTS INCLUDING PAVING, DRAINAGE, CURB, SIDEWALKS, AND GUTTER LOCATED WITHIN TRACT R-2 (RIGHT-OF-WAY), AS SHOWN ON THE PLAT KNOWN AS ASHBERRY VILLAGE PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF PASCO COUNTY, FLORIDA AT PLAT BOOK 83, PAGES 5 THROUGH 12.

The District has acquired the completed improvements from Forestar (USA) Real Estate Group, Inc., and now desires to convey the same to the County. Enclosed please find the attached Special Warranty Deed and Bill of Sale for your review, as well as the other submittal documents, that would effect the transfer.

Please do not hesitate to contact me if you have any questions regarding this matter. I can be reached at (813) 223-9960.

Sincerely,

Jake Sanders, P.E.
District Engineer

SUMMERSTONE

COMMUNITY DEVELOPMENT DISTRICT

1 1

RESOLUTION 2021-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020; RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Summerstone Community Development District (“District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Special Assessment Revenue Bonds, Series 2020, in the par amount of \$4,640,000 (“Series 2020 Bonds”); and

WHEREAS, the District closed on the sale of the Series 2020 Bonds on December 3, 2020; and

WHEREAS, as prerequisites to the issuance of the Series 2020 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (“Closing Documents”); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2020 Bonds.

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

SECTION 1. The sale, issuance, and closing of the Series 2020 Bonds is in the best interests of the District.

SECTION 2. The issuance and sale of the Series 2020 Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on

such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

SECTION 3. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2020 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2020 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 7th day of May, 2021.

ATTEST:

**SUMMERSTONE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SUMMERSTONE

COMMUNITY DEVELOPMENT DISTRICT

12

**SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2021**

**SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2021**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 9,363	\$ -	\$ -	\$ 9,363
Investments				
Revenue	-	2	-	2
Reserve	-	132,006	-	132,006
Capitalized interest	-	157,124	-	157,124
Construction	-	-	18	18
Cost of issuance	-	45,126	-	45,126
Due from Landowner	5,851	-	-	5,851
Total assets	<u>\$ 15,214</u>	<u>\$ 334,258</u>	<u>\$ 18</u>	<u>\$ 349,490</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 8,915	\$ -	\$ -	\$ 8,915
Due to Landowner	-	5,204	-	5,204
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>14,915</u>	<u>5,204</u>	<u>-</u>	<u>20,119</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	5,851	-	-	5,851
Total deferred inflows of resources	<u>5,851</u>	<u>-</u>	<u>-</u>	<u>5,851</u>
Fund balances:				
Unassigned	(5,885)	-	-	(5,885)
Total fund balances	<u>(5,885)</u>	<u>329,054</u>	<u>18</u>	<u>323,187</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 14,881</u>	<u>\$ 334,258</u>	<u>\$ 18</u>	<u>\$ 349,157</u>

**SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2021**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Proposed Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ 7,278	\$ 58,226	\$ 87,040	67%
Total revenues	<u>7,278</u>	<u>58,226</u>	<u>87,040</u>	67%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	24,000	48,000	50%
Legal	-	4,384	15,000	29%
Engineering	-	-	3,000	0%
Audit*	-	-	4,500	0%
Arbitrage rebate calculation*	-	-	750	0%
Dissemination agent*	333	333	1,000	33%
Trustee*	-	-	5,000	0%
Telephone	16	100	200	50%
Postage	-	-	500	0%
Printing & binding	42	250	500	50%
Legal advertising	-	566	1,500	38%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	34	396	500	79%
Website hosting & maintenance	-	1,680	705	238%
Website ADA compliance	-	210	210	100%
Electricity	1,460	3,734	-	N/A
Total professional & administrative	<u>5,885</u>	<u>40,828</u>	<u>87,040</u>	47%
Excess/(deficiency) of revenues over/(under) expenditures	1,393	17,398	-	
Fund balances - beginning	<u>(7,278)</u>	<u>(23,283)</u>	-	
Fund balances - ending	<u>\$ (5,885)</u>	<u>\$ (5,885)</u>	<u>\$ -</u>	

*These items will be realized the year after the issuance of bonds.

**SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND, SERIES 2021
FOR THE PERIOD ENDED MARCH 31, 2021**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 2	\$ 6
Total revenues	<u>2</u>	<u>6</u>
EXPENDITURES		
Debt service		
Total debt service	<u>-</u>	<u>-</u>
Other fees & charges		
Cost of issuance	44,420	136,947
Underwriter's discount	-	92,800
Total other fees and charges	<u>44,420</u>	<u>229,747</u>
Total expenditures	<u>44,420</u>	<u>229,747</u>
Excess/(deficiency) of revenues over/(under) expenditures	(44,418)	(229,741)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	571,097
Original issue discount	-	(9,624)
Total other financing sources	<u>-</u>	<u>561,473</u>
Net change in fund balances	(44,418)	331,732
Fund balances - beginning	373,472	(2,678)
Fund balances - ending	<u>\$ 329,054</u>	<u>\$ 329,054</u>

**SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND, SERIES 2021
FOR THE PERIOD ENDED MARCH 31, 2021**

	Current Month	Year To Date
REVENUES		
Interest	-	42
Total revenues	-	42
EXPENDITURES		
Capital outlay	-	4,068,927
Total expenditures	-	4,068,927
Excess/(deficiency) of revenues over/(under) expenditures	-	(4,068,885)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	4,068,903
Total other financing sources/(uses)	-	4,068,903
Net change in fund balances	-	18
Fund balances - beginning	18	-
Fund balances - ending	\$ 18	\$ 18

SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT

13

DRAFT

**MINUTES OF MEETING
SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Summerstone Community Development District held a Special Meeting on November 30, 2020 at 3:00 p.m., at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545.

Present were:

Mary Moulton	Chair
Ray Demby, III	Assistant Secretary
Ty Vincent	Assistant Secretary

Also present were:

Craig Wrathell	District Manager
Cindy Cerbone	Wrathell Hunt and Associates, LLC (WHA)
Jere Earlywine	District Counsel
Toxey Hall	District Engineer
Barry Mazzoni	Access Management

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 3:02 p.m. Supervisors Moulton, Demby and Vincent were present. Supervisors Zook and Martin were not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

**Presentation of Master Engineer's Report,
*dated August 12, 2020***

Mr. Hall stated that nothing had changed in the Master Engineer's Report since August 12, 2020 and pointed out the total estimated construction costs of \$16,293,195.78. Phases 1

38 and 2 make up the phases of construction and the improvements would benefit all of the units
39 within the boundaries of District, once completed.

40

41 **FOURTH ORDER OF BUSINESS**

**Presentation of Final First Supplemental
Special Assessment Methodology Report
for Phase One, dated October 29, 2020**

42

43

44

45 Mr. Wrathell presented the Final First Supplemental Special Assessment Methodology
46 Report for Phase One. He noted the pertinent information that could be found in each section,
47 including the purpose of the project, the Development Program, the Capital Improvement Plan
48 (CIP), the Financing Program, the Maximum Par Amount of Bonds, ERU Benefit Allocations, the
49 True-Up Mechanism and the Appendix Tables on Pages 12 through 16.

50 Mr. Demby asked if the annual principal and interest payments per unit were tied to the
51 ERU. Mr. Wrathell stated the \$525,370.42 minimum infrastructure donation by the Developer
52 is because the ERU weightings oftentimes do not match up, from a marketing perspective; it is a
53 paper transaction between the District and the Developer to reach the target debt
54 assessments.

55

56 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-05,
Supplemental Assessment Resolution,
Setting Forth the Specific Terms of the
District’s \$4,640,000 Special Assessment
Revenue Bonds, Series 2020 (2020 Project);
Making Certain Additional Findings and
Confirming and/or Adopting an Engineer’s
Report and a Supplemental Assessment
Report; Confirming the Maximum
Assessment Lien Securing the Series 2020
Bonds; Addressing Prepayments;
Addressing True Payments; Providing for
the Supplementation of the Improvement
Lien Book; and Providing for Conflicts,
Severability and an Effective Date**

57

58

59

60

61

62

63

64

65

66

67

68

69

70

71

72 Mr. Earlywine stated that Resolution 2021-05 accomplishes the following:

- 73 ➤ Matches up the assessment lien to the actual numbers in the Assessment Methodology
- 74 and in the bond issuance.
- 75 ➤ Confirms the maximum assessment lien securing the Series 2020 Bonds.
- 76 ➤ Allocates and collects the Series 2020 Bond assessments.
- 77 ➤ Allows for prepayment of the Series 2020 Special Assessments.

78

79

80

81

82

83

84

85

86

87

On MOTION by Ms. Moulton and seconded by Mr. Vincent, with all in favor, Resolution 2021-05, Supplemental Assessment Resolution, Setting Forth the Specific Terms of the District’s \$4,640,000 Special Assessment Revenue Bonds, Series 2020 (2020 Project); Making Certain Additional Findings and Confirming and/or Adopting an Engineer’s Report and a Supplemental Assessment Report; Confirming the Maximum Assessment Lien Securing the Series 2020 Bonds; Addressing Prepayments; Addressing True Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date, was adopted.

88

89

90

SIXTH ORDER OF BUSINESS

Consideration of Issuer’s Counsel Documents

91

92

93

Mr. Earlywine described each of the Issuer’s Counsel Documents and recommended approval of all in one motion.

94

95

A. Completion Agreement

96

B. True-Up Agreement

97

C. Collateral Assignment Agreement

98

D. Notice of Special Assessments/Governmental Lien of Record

99

E. Disclosure of Public Finance

100

F. Declarations of Consent

101

102

103

104

105

106

107

On MOTION by Mr. Demby and seconded by Mr. Vincent, with all in favor, the Issuer’s Counsel Documents, specifically the Completion Agreement, True-Up Agreement, Collateral Assignment Agreement, Notice of Special Assessments/Governmental Lien of Record, Disclosure of Public Finance and Declarations of Consent, in substantial form, and authorizing the Chair and Vice Chair to execute, were approved.

108

109 SEVENTH ORDER OF BUSINESS Consideration of Construction Related
110 Items
111

112 Mr. Earlywine presented the construction related items in connection with the bond
113 proceeds and recommended Board approval of Item B only.

114 A. Temporary Construction Easement

115 This item was not needed because the lands were already platted.

116 B. Acquisition of Additional Improvements and Work Product
117

118 On MOTION by Ms. Moulton and seconded by Mr. Vincent, with all in favor,
119 the Acquisition of Additional Improvements and Work Product, outlined in the
120 Engineer’s Report, was approved.

121
122

123 EIGHTH ORDER OF BUSINESS Ratification of Construction Related Items

124

125 Mr. Earlywine stated the Developer would sell to the District any items outlined in the
126 Engineer’s Report and the District would reimburse the Developer.

127 A. Acquisition Agreement

128 B. Acquisition of Utilities and Related Work Product
129

130

131 On MOTION by Ms. Moulton and seconded by Mr. Vincent, with all in favor,
132 execution of the Acquisition Agreement, execution of the Acquisition of
133 Utilities and Related Work Product and turnover of the utilities to Lee County,
134 were ratified.

135

136

137 NINTH ORDER OF BUSINESS Consideration of Resolution 2021-04,
138 Designating the Primary Administrative
139 Office and Principal Headquarters of the
140 District; and Providing an Effective Date

141 Mr. Wrathell presented Resolution 2021-04. Ms. Moulton suggested designating the
142 Avalon Park West Amenity Center as the local office of record for the District.
143

144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180

On MOTION by Ms. Moulton and seconded by Mr. Vincent, with all in favor, Resolution 2021-04, Designating the offices of Wrathell Hunt and Associates as the Primary Administrative Office and Principal Headquarters of the District; and the Avalon Park West Amenity Center as the local office of record for the District, and Providing an Effective Date, was adopted.

TENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements

- A. as of September 30, 2020**
- B. as of October 31, 2020**

Mr. Wrathell presented the Unaudited Financial Statements.

On MOTION by Ms. Moulton and seconded by Mr. Vincent, with all in favor, the Unaudited Financial Statements as of September 30, 2020 and the Unaudited Financial Statements as of October 31, 2020, were accepted.

ELEVENTH ORDER OF BUSINESS

Consideration of October 16, 2020 Public Hearing and Regular Meeting Minutes

Mr. Wrathell presented the October 16, 2020 Public Hearing and Regular Meeting Minutes.

On MOTION by Ms. Moulton and seconded by Mr. Vincent, with all in favor, the October 16, 2020 Public Hearing and Regular Meeting Minutes, as presented, were approved.

TWELFTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel: *Hopping Green & Sams, P.A.***

Mr. Earlywine stated that the bond closing was scheduled for December 3, 2020 and the pre-closing date would be disclosed via email.

- B. District Engineer: *Clearview Land Design, P.L.***

There being nothing further to report, the next item followed.

181 C. District Manager: *Wrathell, Hunt and Associates, LLC*

182 • NEXT MEETING DATE: January 22, 2021 at 2:00 P.M.

183 ○ QUORUM CHECK

184 The next meeting would be held on January 22, 2021 at 2:00 p.m.

185

186 **THIRTEENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

187

188 There being no Board Members' comments or requests, the next item followed.

189

190 **FOURTEENTH ORDER OF BUSINESS**

Public Comments

191

192 There being no public comments, the next item followed.

193

194 **FIFTEENTH ORDER OF BUSINESS**

Adjournment

195

196 There being nothing further to discuss, the meeting adjourned.

197

198 **On MOTION by Ms. Moulton and seconded by Mr. Vincent, with all in favor,**
199 **the meeting adjourned at 3:38 p.m.**

200

201

202

203

204

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

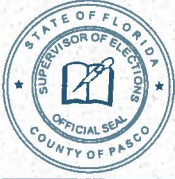
205
206
207
208
209
210
211

Secretary/Assistant Secretary

Chair/Vice Chair

SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT

14CI



Brian E. Corley

Supervisor of Elections

PO BOX 300, Dade City FL 33526-0300

1-800-851-8754
www.pascovotes.com

April 21, 2021

Daphne Gillyard, Dir. of Admin. Services
Wrathell, Hunt and Associates, LLC
2300 Glades Road Suite 410W
Boca Raton FL 33431

Dear Ms. Gillyard:

Pursuant to Florida Statute, the following voter registration statistics are provided for their respective community development districts as of April 15, 2021.

- | | |
|--|-------|
| • Avalon Park West Community Development District | 0 |
| • Heritage Pines Community Development District | 2,046 |
| • Parkview at Long Lake Ranch Community Development District | 0 |
| • Summerstone Community Development District | 0 |
| • TSR Community Development District | 3,463 |

As always, please call me if you have any questions or need additional information.

Sincerely,

Tiffannie A. Alligood
Chief Administrative Officer

SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT

14CII

SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE

LOCATION

Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 16, 2020	Public Hearings and Regular Meeting	2:00 PM
Join Zoom Meeting: https://us04web.zoom.us/j/71415160697?pwd=ZFJyeUllL0FRVlJUSGErWm1mWkNkQT09 Meeting ID: 714 1516 0697, Passcode: 862408 Dial by location 1-646-558-8656, Meeting ID: 714 1516 0697, Passcode: 862408		
October 23, 2020 CANCELED	Regular Meeting	2:00 PM
November 30, 2020	Special Meeting	3:00 PM
December 25, 2020 CANCELED	Regular Meeting	2:00 PM
January 22, 2021	Regular Meeting	2:00 PM
February 26, 2021 CANCELED	Regular Meeting	2:00 PM
March 26, 2021 CANCELED	Regular Meeting	2:00 PM
April 23, 2021 <i>rescheduled to May 7, 2021</i>	Regular Meeting	11:45 AM
May 7, 2021	Regular Meeting	11:00 AM
May 28, 2021	Regular Meeting	11:45 AM
June 25, 2021	Regular Meeting	11:45 AM
July 23, 2021	Regular Meeting	11:45 AM
August 27, 2021	Public Hearing & Regular Meeting	11:45 AM
September 24, 2021	Regular Meeting	11:45 AM