

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

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

August 12, 2021

**Board of Supervisors
Summit View Community
Development District**

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Summit View Community Development District will be held on **Friday, August 20, 2021 at 10:00 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The following is the agenda for the meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors'
Continued Meeting held on June 8, 2021.....Tab 1
 - B. Consideration of Minutes of the Audit Committee
Meeting held on June 18, 2021Tab 2
 - C. Consideration of Minutes of the Board of Supervisors'
Regular Meeting held on June 18, 2021Tab 3
 - D. Consideration of Operation and Maintenance Expenditures
for June and July 2021Tab 4
- 4. BUSINESS ITEMS**
 - A. Public Hearing for Final Budget for Fiscal Year 2021-2022Tab 5
 - i. Consideration of Resolution 2021-38; Approving
Final Budget for Fiscal Year 2021-2022
(under separate cover)
 - B. Public Hearing for Levying O&M Assessments for
Fiscal Year 2021-2022
 - i. Consideration of Resolution 2021-39; Levying
O&M Assessments for Fiscal Year 2021-2022
(under separate cover)
 - C. Consideration of Resolution 2021-40; Approving
Meeting Schedule for Fiscal Year 2021-2022Tab 6
 - D. Ratification of Resolution 2021-41 District Bond Issuance
(under separate cover)
 - E. Consideration of Dissemination Agreement.....Tab 7
 - F. Ratification of Professional Technology Services ContractTab 8

5. STAFF REPORTS

- A. District Counsel
- B. Interim Engineer
- C. District Manager

6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS

7. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571.

Sincerely,

Matthew Huber

Matthew Huber

Regional District Manager

Tab 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

The **continued** meeting of the Board of Supervisors of Summit View Community Development District was held on **Tuesday, June 8, 2021, at 10:00 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.

Present and constituting a quorum were:

Dr. Weiland	Board Supervisor, Chairman
Natalie Feldman	Board Supervisor, Vice Chairman
Pete Williams	Board Supervisor, Assistant Secretary
John Blakley	Board Supervisor, Assistant Secretary

Also present were:

Matthew Huber	Regional District Manager, Rizzetta & Company
Lauren Gentry	District Counsel, Hopping, Green & Sams, P.A. <i>(via conference call)</i>
Paul Skidmore	Interim District Engineer, Florida Design <i>(via conference call joined at 10:03 a.m.)</i>
Bill Johnson	Manager District Financial Services, Rizzetta & Co. <i>(joined at 10:09 a.m.)</i>

Audience	None
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FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Huber called the meeting to order and conducted roll call, confirming that a quorum was present.

SECOND ORDER OF BUSINESS

Audience Comments

Mr. Huber advised for the record that no members of the public were present.

THIRD ORDER OF BUSINESS

Public Hearing on Levying Special Assessments

Mr. Huber asked for a motion to open the public hearing.

On a Motion by Mr. Williams, seconded by Mr. Blakely, with all in favor, the Board opened the public hearing on Levying Special Assessments for Summit View Community Development District.

Ms. Gentry presented and reviewed the procedure for the levying of special assessments for the Public Hearing.

The Board reviewed the Master Engineer's Report and the Master Special Assessment Allocation Report.

Mr. Huber asked for a motion to close the public hearing.

On a Motion by Mr. Williams, seconded by Mr. Blakely, with all in favor, the Board closed the Public Hearing on Levying of Special Assessments for Summit View Community Development District.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2021-31, Levying Special Assessments

Ms. Gentry presented and reviewed Resolution 2021-31, Levying Special Assessments.

On a Motion by Mr. Williams, seconded by Dr. Weiland, with all in favor, the Board approved Resolution 2021-31, Levying Special Assessments as presented for Summit View Community Development District.

FIFTH ORDER OF BUSINESS

Update/Consideration of Bond Financing Related Matters

Ms. Gentry gave the Board an update regarding the bond financing. She stated that MBS will be resigning, and FMS will be presenting a proposal at the next meeting. Mr. Williams stated that the source and use of funding was provided by MBS.

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel
No report.

B. District Engineer
No report.

C. District Manager

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

June 8, 2021 - Minutes of Meeting

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Mr. Huber reminded the Board that the next regular scheduled meeting is June 18, 2021 at 10:00 a.m. and the Board will also be holding their second audit committee meeting.

SEVENTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

There were no Supervisor requests and no audience members present to comment.

EIGHTH ORDER OF BUSINESS

Adjournment

Mr. Huber stated if there was no further business to come before the Board, then a motion to adjourn would be in order.

On a Motion by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board adjourned the meeting at 10:15 a.m. for Summit View Community Development District.

Secretary/Assistant Secretary

Chairman/ Vice Chairman

Tab 2

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

The audit committee meeting of the Board of Supervisors of Summit View Community Development District was held on **Friday, June 18, 2021, at 10:00 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.

Audit Committee Present:

Dr. Weiland	Board Supervisor, Committee Member
Natalie Feldman	Board Supervisor, Committee Member
Pete Williams	Board Supervisor, Committee Member
John Blakley	Board Supervisor, Committee Member

Also present were:

Matthew Huber	Regional District Manager, Rizzetta & Company
Jennifer Kilinski	District Counsel, Hopping, Green & Sams, P.A.
	<i>(via conference call)</i>
Scott Brizendine	Vice President Operations, Rizzetta & Company
Stephan Sanford	Bond Counsel, Greenberg Traurig
	<i>(via conference call)</i>

Audience	None
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FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Huber called the meeting to order and conducted roll call.

SECOND ORDER OF BUSINESS

Audience Comments

Mr. Huber advised for the record that no members of the public were present.

THIRD ORDER OF BUSINESS

Consideration of Audit Proposals for District Auditing Services

The committee members considered the audit service proposals for Berger, Toombs, Elam, Gaines & Frank and Grau and Associates. The committee members scored the proposals according to the weighted criteria. Grau & Associates received the highest total

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

June 18, 2021 - Minutes of Meeting

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score of 400 points and was ranked the number one (1) proposer. Berger, Toombs, Elam, Gaines & Frank was ranked number two (2) with 361 points.

On a Motion by Mr. Blakey, seconded by Mr. Williams, with all in favor, the Audit Committee unanimously recommended that the CDD Board of Supervisors approved Grau & Associates proposal for auditing services, for Summit View Community Development District.

FOURTH ORDER OF BUSINESS

Adjournment

Mr. Huber stated if there was no further business to come before the Audit Committee, then a motion to adjourn would be in order.

On a Motion by Mr. Blakey, seconded by Mr. Williams, with all in favor, the Board adjourned the audit committee meeting at 10:04 a.m. for Summit View Community Development District.

Secretary/Assistant Secretary

Chairman/ Vice Chairman

Tab 3

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Summit View Community Development District was held on **Friday, June 18, 2021, at 10:05 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.

Present and constituting a quorum were:

Dr. Weiland	Board Supervisor, Chairman
Natalie Feldman	Board Supervisor, Vice Chairman
Pete Williams	Board Supervisor, Assistant Secretary
John Blakley	Board Supervisor, Assistant Secretary

Also present were:

Matthew Huber	Regional District Manager, Rizzetta & Company
Jennifer Kilinski	District Counsel, Hopping, Green & Sams, P.A.
	<i>(via conference call)</i>
Scott Brizendine	Vice President Operations, Rizzetta & Company
Stephan Sanford	Bond Counsel, Greenberg Traurig
	<i>(via conference call)</i>

Audience	None
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FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Huber called the meeting to order and conducted roll call, confirming that a quorum was present.

SECOND ORDER OF BUSINESS

Audience Comments

Mr. Huber advised for the record that no members of the public were present.

THIRD ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors' Meeting held on May 21, 2021

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

June 18, 2021 - Minutes of Meeting

Page 2

Mr. Huber presented the minutes of the Board of Supervisors' Meeting held on May 21, 2021. There were no changes made to the minutes.

On a Motion by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved the minutes of the Board of Supervisors' meeting held on May 21, 2021 as presented for Summit View Community Development District.

FOURTH ORDER OF BUSINESS

Consideration of Minutes of the Audit Committee Meeting held on May 21, 2021

Mr. Huber presented the minutes of the Audit Committee Meeting held on May 21, 2021. There were no changes made to the minutes.

On a Motion by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved the minutes of the Audit Committee meeting held on May 21, 2021 as presented for Summit View Community Development District.

FIFTH ORDER OF BUSINESS

Consideration of Operation and Maintenance Expenditures for May 2021

Mr. Huber presented and reviewed the operation and maintenance expenditures for May 2021.

On a Motion by Mr. Williams, seconded by Mr. Blakely, with all in favor, the Board approved the Operation and Maintenance Expenditures for May 2021(\$17,861.04) as presented for Summit View Community Development District.

SIXTH ORDER OF BUSINESS

Acceptance of Resignation of MBS Capital Markets

On a Motion by Mr. Williams, seconded by Mr. Blakely, with all in favor, the Board accepted the Resignation letter from MBS Capital Markets, for Summit View Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of FMS Bond Agreement

On a Motion by Mr. Williams, seconded by Mr. Blakely, with all in favor, the Board approved the FMS Bond Agreement, for Summit View Community Development District.

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

June 18, 2021 - Minutes of Meeting

Page 3

EIGHTH ORDER OF BUSINESS

**Consideration of Supplemental
Engineers Report**

On a Motion by Mr. Williams, seconded by Mr. Blakely, with all in favor, the Board approved the Supplemental Engineers Report in substantial form, for Summit View Community Development District.

NINTH ORDER OF BUSINESS

Consideration of Methodology Report

Mr. Brizendine reviewed this report with the Board.

On a Motion by Mr. Williams, seconded by Ms. Feldman, with all in favor, the Board approved the Methodology Report in substantial form, for Summit View Community Development District.

TENTH ORDER OF BUSINESS

**Consideration of Resolution 2021-32;
Delegating Bonds**

On a Motion by Mr. Williams, seconded by Ms. Feldman, with all in favor, the Board approved Resolution 2021-32; Delegating Bonds, for Summit View Community Development District.

ELEVENTH ORDER OF BUSINESS

**Consideration of Completion
Agreement**

On a Motion by Mr. Williams, seconded by Mr. Blakely, with all in favor, the Board approved the Completion Agreement in substantial form, for Summit View Community Development District.

TWELFTH ORDER OF BUSINESS

**Consideration of Collateral
Assignment Agreement**

On a Motion by Mr. Williams, seconded by Mr. Blakely, with all in favor, the Board approved the Collateral Assignment Agreement in substantial form, for Summit View Community Development District.

THIRTEENTH ORDER OF BUSINESS

Consideration of True-Up Agreement

On a Motion by Mr. Williams, seconded by Mr. Blakely, with all in favor, the Board approved the True-Up Agreement in substantial form, for Summit View Community Development District.

FOURTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

No report.

B. District Engineer

No report.

C. District Manager

Mr. Huber reminded the Board that the next regular scheduled meeting is July 16, 2021 at 10:00 a.m.

FIFTEENTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

There were no Supervisor requests and no audience members present to comment.

SIXTEENTH ORDER OF BUSINESS

Continuance

Mr. Huber stated if there was no further business to come before the Board, then a motion to adjourn would be in order.

On a Motion by Mr. Blakely, seconded by Ms. Feldman, with all in favor, the Board continued the meeting at 10:50 a.m. to July 8, 2021 at 10:00 a.m. at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 for Summit View Community Development District.

Secretary/Assistant Secretary

Chairman/ Vice Chairman

Tab 4

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

District Office · Tampa, Florida · (813) 994-1001

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

Operation and Maintenance Expenditures June 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2021 through June 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$25,030.80**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Summit View Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2021 Through June 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hopping Green & Sams, P.A.	1010	120931	General Legal Services - Bond Validation 02/21	\$ 17.50
Hopping Green & Sams, P.A.	1015	121655	General Legal Services 03/21	\$ 10,755.32
Hopping Green & Sams, P.A.	1010	121656	General Legal Services- Project Construction 03/21	\$ 1,026.00
Hopping Green & Sams, P.A.	1015	122389	General Legal Services 04/21	\$ 4,674.68
Hopping Green & Sams, P.A.	1010	122390	General Legal Services- Project Construction 04/21	\$ 422.50
Innersync Studio, Ltd	1016	19282	Onboarding Of ADA Compliant Website 04/21	\$ 1,162.50
Innersync Studio, Ltd	1016	19283	Onboarding Of ADA Compliant Website 04/21	\$ 1,537.50
John C Blakely	1008	JB043021	Board Of Supervisors Meeting 04/30/21	\$ 200.00
John C Blakely	1013	JB052121	Board Of Supervisors Meeting 05/21/21	\$ 200.00
John C Blakely	1013	JB060821	Board Of Supervisors Meeting 06/08/21	\$ 200.00
Natalie T Feldman	1009	NF043021	Board Of Supervisors Meeting 04/30/21	\$ 200.00
Natalie T Feldman	1014	NF052121	Board Of Supervisors Meeting 05/21/21	\$ 200.00

Summit View Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2021 Through June 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Natalie T Feldman	1014	NF060821	Board Of Supervisors Meeting 06/08/21	\$ 200.00
Pete F Williams	1012	PW043021	Board Of Supervisors Meeting 04/30/21	\$ 200.00
Pete F Williams	1018	PW052121	Board Of Supervisors Meeting 05/21/21	\$ 200.00
Pete F Williams	1018	PW060821	Board Of Supervisors Meeting 06/08/21	\$ 200.00
Rizzetta & Company Inc	1017	INV0000058906	District Management Fees 06/21	\$ 3,200.00
Times Publishing Company	1011	0000150285 05/05/21	Account #314820 Legal Advertising 05/21	\$ 248.80
Times Publishing Company	1011	0000161036 05/23/21	Account #314820 Legal Advertising 05/21	<u>\$ 186.00</u>
Report Total				<u>\$ 25,030.80</u>

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

District Office · Tampa, Florida · (813) 994-1001
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

Operation and Maintenance Expenditures July 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2021 through July 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$3,895.20**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Summit View Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2021 Through July 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
John C Blakely	001020	JB061821	Board Of Supervisors Meeting 06/18/21	\$ 200.00
Natalie T Feldman	001021	NF061821	Board Of Supervisors Meeting 06/18/21	\$ 200.00
Pete F Williams	001023	PW061821	Board Of Supervisors Meeting 06/18/21	\$ 200.00
Rizzetta & Company Inc	001022	INV0000059357	District Management Fees 07/21	\$ 3,200.00
Times Publishing Company	001019	0000161288 06/09/21	Account #314820 Legal Advertising 06/21	<u>\$ 95.20</u>
Report Total				<u>\$ 3,895.20</u>

Tab 5

Proposed Budget
Summit View Community Development District
General Fund
Fiscal Year 2021/2022

	Chart of Accounts Classification	Actual YTD through 06/30/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
1								
2	REVENUES							
3								
14	Special Assessments							
15	Tax Roll*	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000	
17	Off Roll*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
18	Contributions & Donations from Private Sources							
19	Developer Contributions	\$ 53,000	\$ 53,000	\$ 150,000	\$ (97,000)	\$ -	\$ (150,000)	
31								
32	TOTAL REVENUES	\$ 53,000	\$ 53,000	\$ 150,000	\$ (97,000)	\$ 250,000	\$ 100,000	
35								
36	TOTAL REVENUES AND BALANCE FORWARD	\$ 53,000	\$ 53,000	\$ 150,000	\$ (97,000)	\$ 250,000	\$ 100,000	
37								
38	<i>*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.</i>							
39								
40	EXPENDITURES - ADMINISTRATIVE							
41								
42	Legislative							
43	Supervisor Fees	\$ 3,000	\$ 6,000	\$ 7,000	\$ 1,000	\$ 12,000	\$ 5,000	5 Supervisors @ 12 meetings
44	Financial & Administrative							
45	Administrative Services	\$ 1,185	\$ 2,370	\$ 4,200	\$ 1,830	\$ 4,200	\$ -	
46	District Management	\$ 5,419	\$ 10,838	\$ 21,000	\$ 10,162	\$ 21,000	\$ -	
47	District Engineer	\$ -	\$ -	\$ 7,500	\$ 7,500	\$ 7,500	\$ -	
48	Disclosure Report	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	
49	Trustees Fees	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	
50	Assessment Roll	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	
51	Financial & Revenue Collections	\$ -	\$ -	\$ 3,600	\$ 3,600	\$ 3,600	\$ -	
52	Accounting Services	\$ 4,234	\$ 8,468	\$ 19,200	\$ 10,732	\$ 19,200	\$ -	
53	Auditing Services	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	
59	Public Officials Liability Insurance	\$ 1,208	\$ 1,208	\$ 2,500	\$ 1,292	\$ 3,500	\$ 1,000	
60	Legal Advertising	\$ 2,530	\$ 2,530	\$ 5,000	\$ 2,470	\$ 5,000	\$ -	
61	Bank Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
62	Dues, Licenses & Fees	\$ -	\$ -	\$ 175	\$ 175	\$ 175	\$ -	DEO Fee
63	Miscellaneous Fees	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	
64	Tax Collector /Property Appraiser Fees	\$ 150	\$ 150	\$ 150	\$ -	\$ 150	\$ -	Pasco Co. Fee
65	Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
66	Website Hosting, Maintenance, Backup (and	\$ 1,931	\$ 3,862	\$ 5,000	\$ 1,138	\$ 5,000	\$ -	Campus Suites & RTS (w-emails)
67	Legal Counsel							
68	District Counsel	\$ 23,880	\$ 47,760	\$ 20,000	\$ (27,760)	\$ 20,000	\$ -	
73								
74	Administrative Subtotal	\$ 43,537	\$ 83,186	\$ 96,325	\$ 13,139	\$ 122,325	\$ 26,000	
75								
76	EXPENDITURES - FIELD OPERATIONS							
77								
125	Other Physical Environment							
130	General Liability Insurance	\$ 1,477	\$ 1,477	\$ 2,500	\$ 1,023	\$ 5,000	\$ 2,500	
131	Property Insurance	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	
218	Contingency							
219	Miscellaneous Fees	\$ -	\$ -	\$ -	\$ -	\$ 2,675	\$ 2,675	
220	Miscellaneous Contingency	\$ -	\$ -	\$ 46,175	\$ 46,175	\$ 115,000	\$ 68,825	
222	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
223								
224	Field Operations Subtotal	\$ 1,477	\$ 1,477	\$ 53,675	\$ 52,198	\$ 127,675	\$ 74,000	
225								
226	Contingency for County TRIM Notice							
227								
228	TOTAL EXPENDITURES	\$ 45,014	\$ 84,663	\$ 150,000	\$ 65,337	\$ 250,000	\$ 100,000	
229								
230	EXCESS OF REVENUES OVER	\$ 7,986	\$ (31,663)	\$ -	\$ (31,663)	\$ -	\$ -	
231								

Summit View Community Development District
Debt Service
Fiscal Year 2021/2022

Chart of Accounts Classification	Series 2021	Budget for 2021/2022
REVENUES		
Special Assessments		
Net Special Assessments ⁽¹⁾	\$0.00	\$0.00
TOTAL REVENUES	\$0.00	\$0.00
EXPENDITURES		
Administrative		
Financial & Administrative		
Debt Service Obligation	\$0.00	\$0.00
Administrative Subtotal	\$0.00	\$0.00
TOTAL EXPENDITURES	\$0.00	\$0.00
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

Pasco County Collection Costs (2%) and Early Payment Discounts (4%):

6.0%

Gross assessments:

\$0.00

Notes:

Tax Roll Collection Costs (2%) and Early Payment Discounts (4%) are a total 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

⁽¹⁾ Maximum Annual Debt Service less Prepaid Assessments received.

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2021/2022 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2021/2022 O&M Budget		\$250,000.00
Collection Cost @	2%	\$5,319.15
Early Payment Discount @	4%	\$10,638.30
2021/2022 Total:		<u>\$268,817.20</u>

2020/2021 O&M Budget	\$0.00	(1)
2021/2022 O&M Budget	\$250,000.00	
Total Difference:	<u>\$250,000.00</u>	

	<u>PER UNIT ANNUAL ASSESSMENT</u>		<u>Proposed Increase / Decrease</u>	
	<u>2020/2021</u>	<u>2021/2022</u>	<u>\$</u>	<u>%</u>
Operations/Maintenance - Single Family 40' Platted	\$0.00	\$1,940.41	\$1,940.41	0.00%
Total	\$0.00	\$1,940.41	\$1,940.41	0.00%
Operations/Maintenance - Single Family 40' Unplatted	\$0.00	\$263.56	\$263.56	0.00%
Total	\$0.00	\$263.56	\$263.56	0.00%
Operations/Maintenance - Single Family 50' Unplatted	\$0.00	\$329.45	\$329.45	0.00%
Total	\$0.00	\$329.45	\$329.45	0.00%
Operations/Maintenance - Single Family 60' Unplatted	\$0.00	\$395.34	\$395.34	0.00%
Total	\$0.00	\$395.34	\$395.34	0.00%

(1) FY 2020-2021 O&M Budget was Developer Funded

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2021/2022 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

ALLOCATION OF O&M ASSESSMENT

<u>UNITS ASSESSED</u>			<u>TOTAL ADMINISTRATIVE BUDGET</u>				<u>TOTAL FIELD BUDGET</u>				<u>PER UNIT ASSESSMENTS</u>	
			<u>COLLECTION COST @</u>		<u>2%</u>		<u>COLLECTION COSTS @</u>		<u>2%</u>			
			<u>EARLY PAYMENT DISCOUNT @</u>		<u>4%</u>		<u>EARLY PAYMENT DISCOUNT @</u>		<u>4%</u>			
			<u>TOTAL O&M ASSESSMENT</u>		<u>\$130,132.98</u>		<u>TOTAL O&M ASSESSMENT</u>		<u>\$135,824.47</u>			
<u>LOT SIZE</u>	<u>O&M</u>	<u>EAU</u>	<u>TOTAL EAU</u>	<u>% TOTAL EAU</u>	<u>ADMIN PER PARCEL</u>	<u>ADMIN PER LOT</u>	<u>TOTAL EAU</u>	<u>% TOTAL EAU</u>	<u>FIELD PER PARCEL</u>	<u>FIELD PER LOT</u>	<u>O&M</u>	<u>TOTAL ⁽¹⁾</u>
<u>Platted</u>												
Single Family 40'	81	0.80	64.80	16.41%	\$21,348.40	\$263.56	64.80	100.00%	\$135,824.47	\$1,676.85	\$1,940.41	\$1,940.41
<u>Unplatted</u>												
Single Family 40'	6	0.80	4.80	1.22%	\$1,581.36	\$263.56	0.00	0.00%	\$0.00	\$0.00	\$263.56	\$263.56
Single Family 50'	269	1.00	269.00	68.10%	\$88,622.21	\$329.45	0.00	0.00%	\$0.00	\$0.00	\$329.45	\$329.45
Single Family 60'	47	1.20	56.40	14.28%	\$18,581.01	\$395.34	0.00	0.00%	\$0.00	\$0.00	\$395.34	\$395.34
Totals	403		395.00	100.00%	\$130,132.98		64.80	100.00%	\$135,824.47			

LESS: Pasco County Collection Costs (2%) and Early Payment Discounts (4%):

(\$9,109.31)

(\$9,507.71)

Net Revenue to be Collected:

\$121,023.67

\$126,316.76

⁽¹⁾ Annual assessment that will appear on November 2021 Pasco County property tax bill. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early).

Tab 6

RESOLUTION 2021-40

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2021-2022; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Summit View Community Development District (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated within the City of Dade City, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation within the county in which the District is located; and

WHEREAS, the Board desires to adopt a Fiscal Year 2021-2022 annual meeting schedule attached hereto as **Composite Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT:

1. The Fiscal Year 2021-2022 annual meeting schedule attached hereto and incorporated by reference herein as **Composite Exhibit A** is hereby approved and will be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 20th day of August, 2021.

ATTEST:

**SUMMIT VIEW COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Composite Exhibit A: Fiscal Year 2020-2021 Annual Meeting Schedule

**BOARD OF SUPERVISORS MEETING DATES
SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT
FOR FISCAL YEAR 2021-2022**

The Board of Supervisors of the Summit View Community Development District will hold their regular meetings for Fiscal Year 2020-2021 at 10:00 a.m. at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 unless otherwise indicated as follows:

**October 15, 2021
November 19, 2021
December 17, 2021
January 21, 2022
February 18, 2022
March 18, 2022
April 15, 2022
May 20, 2022
June 17, 2022
July 15, 2022
August 19, 2022
September 16, 2022**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 or by calling (813) 994-1001.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (877) 276-0889 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

Matt Huber
District Manager

Tab 7

DISSEMINATION AGREEMENT

August 20, 2021

District Manager
Summit View Community Development District
3434 Colwell Avenue
Suite 200
Tampa, Fl. 33614

Dear Sir or Madam:

Rizzetta & Company ("Rizzetta" or the "Dissemination Agent") hereby enters into this Dissemination Agreement with the Summit View Community Development District (the "District") to act as the District's Dissemination Agent. The duties of the Dissemination Agent are set forth in the Continuing Disclosure Agreement dated August 10, 2021 for the Special Assessment Bonds, Series 2021A and Special Assessment Bonds, Series 2021B (the "Continuing Disclosure Agreement"). The purpose of this Agreement is to facilitate the District's compliance with the Securities and Exchange Commission's Rule 15c2-12(b)(5) (the "Rule") related to continuing disclosure. In performing its duties as Dissemination Agent, Rizzetta is acting as an independent contractor for the purpose of facilitating the District's Rules obligations and is not an agent of the District. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Continuing Disclosure Agreement.

1. **Duties:** The Dissemination Agent shall have only such duties as are specifically set forth in the Continuing Disclosure Agreement. Both the District and Rizzetta understand that the scope of services under this Agreement and the Continuing Disclosure Agreement(s) will change as and when the District is the only remaining Obligated Person (as defined in the Continuing Disclosure Agreement) and Rizzetta will promptly notify the District upon such occurrence.
2. **Fees:** Rizzetta will be responsible for all out-of-pocket expenses. The annual fee for Rizzetta's service under this agreement is \$5,000 for the Series 2021A and 2021B Bonds [and will be \$1,000 per year for each additional bond issuance of the District, subject to these disclosure requirements].
3. **Third Party Assistance:** Rizzetta reserves the right to engage a third party for the purpose of assisting Rizzetta in carrying out the services outlined in this Agreement.
4. **Termination:** Both the District and Rizzetta will have the right to terminate this Agreement upon sixty (60) days prior written notice.
5. **Representations of District:** The District represents and warrants that it will not withhold any information necessary for Rizzetta to carry out its duties under this Agreement and that it will supply all information requested by Rizzetta. The District further acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be produced by the District and the Developer. The Dissemination Agent's duties are those

of collection, collation, and dissemination, and not of authorship or creation. Consequently, the Dissemination Agent shall have no responsibility for the content of the information disseminated by it, except to the extent that such information was/is authored, created, or maintained by Rizzetta (to specifically exclude any information authored or produced by the Developer and/or any other third party) while under contract to provide District Management Services to the District. Compliance with all securities law liabilities, including compliance with the Rule, will remain the obligation of the District and the Developer.

6. **Indemnification:** To the extent permitted by law, the District will indemnify Rizzetta for any action or actions brought by Owners, as defined in the Continuing Disclosure Agreement, as a result of the failure of the District to meet any requirement of this Agreement or the Continuing Disclosure Agreement, except for any action(s) arising from Rizzetta's negligence or willful misconduct. To the extent permitted by law, Rizzetta will indemnify the District for any action or actions brought by Owners as a result of Rizzetta's gross negligence or willful misconduct, as determined by a court of competent jurisdiction.
7. **Waiver of Jury Trial:** EACH OF THE DISTRICT AND RIZZETTA KNOWINGLY WAIVE ANY RIGHT TO TRIAL BY JURY.
8. **Agreement Governed by Florida Law:** The terms and conditions of this Agreement shall be governed by the laws of the State of Florida.

This Agreement shall be effective upon the District's acceptance hereof.

Very truly yours,
Rizzetta & Company, Inc.

By: William J. Rizzetta
President

Approved and Accepted:

Summit View
Community Development District

By: _____

Title: _____

Date: _____

COMPLIANCE WITH PUBLIC RECORDS LAWS:

Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

MUNICIPAL ADVISOR DISCLAIMER:

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.

Tab 8

CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES

DATE: August 11, 2021

BETWEEN: **RIZZETTA TECHNOLOGY SERVICES, LLC.**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "**Consultant**")

AND: **SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT**
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544

(Hereinafter referred to as "**District**," and together with Consultant, the "**Parties**.")

PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for technology services (hereinafter referred to as "**Contract**") is for the Consultant to provide professional technology services to the District pursuant to Chapter 189.069, Florida Statutes. A brief description of these services is provided below, and a detailed description is provided in **Exhibit A** to this Contract.

A. ONE-TIME SERVICES. The Consultant shall provide the following One-Time Services to the District pursuant to this Contract:

- i. **E-mail Set-up** - Consultant shall establish and create individual e-mail addresses for supervisors, staff or employees as designated by the District.

B. STANDARD ON-GOING SERVICES. The Consultant shall provide the following Standard On-Going Services on a monthly basis to the District pursuant to this Contract:

- i. **Website Compliance and Management** - Consultant shall be responsible for ensuring District's on-going compliance with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes,



Rizzetta & Company

Rev. 2021-02-05 – RPS

requiring that special districts operate and maintain an official internet web site throughout the term of this Contract. Consultant shall maintain the domain for the District. Consultant will manage the website maintenance contract provider and ensure they are meeting the requirements of the contract with the District. Consultant will provide the website maintenance provider with documents and updated content as required in accordance with Chapter 189.0069 Florida Statutes.

- ii. **E-mail** - Consultant shall provide services including ongoing management of e-mail accounts, hosting and backup in compliance with all applicable laws, including public records law and public records retention.

II. ADDITIONAL SERVICES. In addition to the One-Time and Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above as well as any changes in the scope requested by the District, will be considered additional services. If any additional services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Consultant shall undertake the additional services after the District has issued its written approval of the description and fees for such services to the Consultant.

III. LITIGATION SUPPORT SERVICES. Upon the District's request, the Consultant shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Consultant shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the Consultant.

IV. TERM. The Consultant's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The Consultant may change the prices only with the District's written consent.

V. FEES AND EXPENSES; PAYMENT TERMS.

A. FEES AND EXPENSES.

- i. A schedule of fees for the services described in Sections I, II, and III

of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the Consultant's compensation for services provided pursuant to this Contract, the District shall compensate the Consultant only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the Consultant will invoice the District for the Consultant's services in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved will be provided to the District at such time as those services are required. Payment shall be made by the District within thirty (30) days of receipt of a correctly submitted invoice.

- ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses.
- iii. In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. For the purposes of this Contract, an out-of-pocket expense is an expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage and copies.
- v. Fees for services to be billed on an hourly basis will be billed at the Consultant's current hourly rates at the time of the execution of this Contract, as set forth in **Exhibit B**. The hourly rate for the services

may be amended from time to time pursuant to the amendment procedure in this Contract and in advance of such proposed change. Consultant's current hourly rates are shown in **Exhibit B** to this Contract. Any proposed change shall indicate the new hourly fee for such services.

B. PAYMENT TERMS.

- i. **One-Time Services.** One-Time Services will be billed at fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. **Standard On-Going Services.** Standard On-Going Services will be billed monthly at a fixed fee pursuant to the schedule shown in **Exhibit B**.
- iii. **Additional Services.** Additional Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit B**.
- iv. **Litigation Support Services.** Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit B**.
- v. **Out-of-Pocket expenses.** Out-of-Pocket expenses of the Consultant will be billed monthly as incurred.

All invoices will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

- VI. **SUSPENSION OF SERVICES FOR NON-PAYMENT.** The Consultant shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Consultant's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.
- VII. **NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.
- VIII. **AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the Consultant.
- IX. **RESPONSIBILITIES.**

A. DISTRICT RESPONSIBILITIES. The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

B. LIMITATIONS OF RESPONSIBILITIES. To the extent not referenced herein, Consultant shall not be responsible for the acts or omissions of any other contractor, subcontractor, supplier, or of any other individual or entity performing services that are not under the control of the Consultant or its own employees, contractors, subcontractors, agents or related entities. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

X. TERMINATION. This Contract may be terminated as follows:

A. By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for "good cause" shall be affected by written notice to Consultant at the address noted herein.

B. By the Consultant for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be affected by written notice to District at the address noted herein.

C. By the Consultant or District, for any reason, upon provision of a minimum of sixty (60) days written notice of termination to the address noted herein.

D. Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any offsets that the District may have for services not performed. Consultant will make all reasonable effort to provide for an orderly transfer of the domain(s), e-mails, books and records of the District to the District or its designee. Upon termination, the District will continue to own the domain name, e-mail accounts and e-mail and website content.

XI. GENERAL TERMS AND CONDITIONS.

- A.** All invoices are due and payable within thirty (30) days of invoice date, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70, Florida Statutes. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B.** In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C.** This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Pasco County, Florida.
- E.** In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- D.** The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Consultant.
- E.** The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- F.** Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

XII. INDEMNIFICATION.

- A. DISTRICT INDEMNIFICATION.** To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence, reckless and/or willful misconduct of the Consultant or persons or entities within Consultants control and direction, the District agrees to indemnify and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including

attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District that relates to the subject matter of this Contract. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

CONSULTANT INDEMNIFICATION. The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS. Nothing herein shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

XIII. INSURANCE.

- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B.** The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
 - i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.

- iii. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
- iv. Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
- v. Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).

C. Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

D. If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance, in which event the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

XIV. ASSIGNMENT. Except as provided in this section, neither the District nor the Consultant may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Consultant or the District without the prior written approval of the other party is void.

XV. COMPLIANCE WITH PUBLIC RECORDS LAWS. Consultant understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential and exempt from public

records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Contract, transfer to the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

- XVI. NOTICES.** All notices, requests, consents and other communications under this Contract ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District: Summit View Community Development District
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544
Attn: District Manager

With a copy to: KE Law Group
P.O. Box 6386
Tallahassee, FL 32314
Attn: Summit View CDD District Counsel

If to the Consultant: Rizzetta Technology Services, LLC.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Contract would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States

Government shall not be regarded as business days. Counsel for the District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- XVII. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the Consultant and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Contract.
- XVIII. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XIX. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibit A**, shall constitute the final and complete expression of this Contract between the District and the Consultant relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibit A**, this instrument shall control.
- XX. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Consultant under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.
- XXI. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.
- XXII. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or

Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Consultant or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.

A. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,

- i. Consultant represents that Consultant is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- ii. If the District has a good faith belief that the Consultant has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Consultant otherwise complied with its obligations thereunder, the District shall promptly notify the Consultant and the Consultant will immediately terminate its contract with the subcontractor.
- iii. If this Agreement is terminated in accordance with this section, then the Consultant will be liable for any additional costs incurred by the District.

XXIII. ARM'S LENGTH TRANSACTION. This Contract has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

XXIV. COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

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

ACCEPTED BY:

RIZZETTA TECHNOLOGY SERVICES, LLC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: President and C.E.O.

DATE: _____

SUMMIT View COMMUNITY DEVELOPMENT DISTRICT

BY: _____

PRINTED NAME: Douglas Weiland

TITLE: Chairman of Summit View CDD

DATE: _____

ATTEST: _____

Vice Chair/Secretary/Assistant Secretary
Board of Supervisors

Print Name

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

EXHIBIT A

Scope of Services

ONE-TIME SERVICES: The Consultant shall provide the following One-Time Services to the District pursuant to this Contract.

E-mail Set-up - Consultant shall create individual e-mail addresses for supervisors, staff or employees as designated by the District. Said domain name shall be owned by the District.

Website Development - Consultant shall provide all required content to a third party responsible for design and implementation of a website for the District to comply with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet website. Details of the required content are shown in Exhibit A. Consultant shall secure and register a domain name in the District's name, which the domain shall be owned by the District, for purposes of establishing the website.

STANDARD ON-GOING SERVICES: The Consultant shall provide the following Standard On-Going Services to the District pursuant to this Contract:

1. **Website Compliance and Management** - Consultant shall be responsible for ensuring District's on-going compliance with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet web site throughout the term of this Contract. Consultant shall maintain the domain for the District. Consultant will manage the website maintenance contract provider and ensure they are meeting the requirements of the contract with the District. Consultant will provide the website maintenance provider with documents and updated content as required in accordance with Chapter 189.0069 Florida Statutes.
2. **E-mail** - Consultant shall provide services including ongoing management of e-mail accounts, hosting and backup in compliance with all applicable laws, including public records law and public records retention.

REQUIRED WEB SITE CONTENT: Pursuant to section 189.016 & 189.069, Florida Statutes, special district web sites will be required to include and make available the following information or documents, which requirements may be changed from time to time and which Consultant shall be responsible for ensuring District compliance associated therewith. Changes to the requirements may be subject to additional fees:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.

6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
7. A description of the boundaries or service area of, and the services provided by, the special district.
8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.
9. The primary contact information for the special district for purposes of communication from the department.
10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
11. The budget of the special district and any amendments thereto in accordance with s. 189.016.
12. Tentative budgets must be posted at least two (2) days before the budget hearing and now remain on District websites for forty-five (45) days.
13. Final adopted budgets must be posted within thirty (30) days after adoption and now remain on District websites for two (2) years.
14. Budget amendments must be posted within five (5) days after adoption and now remain on District websites for two (2) years.
15. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district *If the special district has submitted its most recent final, complete audit report to the Auditor General, this requirement may be satisfied by providing a link to the audit report on the Auditor General's website.*
16. A listing of its regularly scheduled public meetings as required by s. 189.015(1).
17. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
18. At least seven (7) days before each meeting or workshop, the agenda of the event, The information must remain on the website for at least one (1) year after the event.

LITIGATION SUPPORT SERVICES: Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

EXHIBIT B
Schedule of Fees

One-Time Services will be billed at a fee pursuant to the following schedule:

Website Development:	Yes <u>X</u>	\$ 750.00
Email Set-up:	Yes <u>X</u>	\$ 500.00
Total One-Time Services:		<u>\$ 1250.00</u>

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

		MONTHLY
Website Compliance and Management:		<u>\$100.00</u>
Email (50 GB per user) at \$15.00 per month per account:		
Board Supervisor Account	<u>5</u> X \$15.00	<u>\$ 75.00</u>
Onsite Staff Account	<u> </u> X \$15.00	\$ <u> </u>
Miscellaneous Account	<u> </u> X \$15.00	\$ <u> </u>
Total Standard On-Going Services:		<u>\$ 175.00</u>