

Summit at Fern Hill Community Development District

Board of Supervisors

Antonio Bradford, Chairperson
Matthew Roth, Vice Chairperson
Yonatan Derar, Assistant Secretary
Tiebe Kiflom, Assistant Secretary
Sam Wenzel, Assistant Secretary

Jamie Giuffre, District Manager
Kathryn "KC" Hopkinson, District Counsel
Phil Chang, District Engineer

REGULAR MEETING AGENDA

Monday, November 3, 2025, at 6:00 p.m.

Join Teams Meeting

Meeting ID: 260 681 079 795 0 Passcode: 2vF2SC9d

Dial in by Phone: +1 646-838-1601 Conference ID: 958 178 336#

1. Call to Order/Roll Call

2. Motion to Approve Agenda

3. Public Comments on Agenda Items *Each individual has the opportunity to comment and is limited to three (3) minutes for such comment.*

4. Staff Reports

A. District Counsel

B. District Engineer

C. District Manager

i. Aquatic Weed ControlPage 2

D. Field Inspection.....Page 7

5. Business Items

A. Consideration of Resolution 2026-03; Authorization of Spending Limits.....Page 15

B. Consideration of the Amended and Restated Management and Financial Services Agreement.Page 17

C. Discussion on Clubhouse Rental Rules

6. Business Administration

A. Consideration of the Board of Supervisors' Regular Meeting Minutes from October 6, 2025 & October 20, 2025, Workshop Minutes.....Page 30

B. Consideration of Operation and Maintenance September 2025.....Page 36

7. Board of Supervisors' Requests and Comments

8. Adjournment

*The next Workshop is scheduled for Monday, November 17, 2025, at 6:00 pm
The next regular meeting will be held on Monday, December 1, 2025, at 6:00 pm*

District Office:
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

Meeting Location:
Summit at Fern Hill Clubhouse
10340 Boggy Moss Drive
Riverview, FL 33578









Aquatic Weed Control, Inc.

Your **CLEAR** Choice Since 1992
407-859-**2020** or 800-543-6694
www.aquaticweedcontrol.net
Orlando—Tampa—Ft. Myers—Daytona Beach

Newsletter

October 2025

October's Treatable Weed

Salvania Weed - Is a tricky but very treatable weed. They sneak up on unsuspecting waterways and infest them.

- ♦ This exotic goblin came from Africa or Central America and now infests Central Florida's waterways. It's listed on the Federal Noxious Weed list because of the invasive growth pattern.
- ♦ Their leaves have rows of arching fine hairs and as they grow they form clumps of leaves that twine together and form mats. These dense mats choke out natural plants and impair waterway traffic.
- ♦ Formed mats thicken and compromise the oxygen and sunlight levels that fish and other creatures rely upon to live. Mats can completely cover a waterway and it reproduces by spores and broken off pieces or attached nodes. Floating leaves get up to 1-1/2 inches and vary in color.



When these mats form in your waterway, give us a call and we will treat them and make them go away!



Aquatic Weed Control will keep this weed under control with a combination of herbicides or physically removing them with raking or harvesting. We will use multiple applications, as often as necessary. Give us a call and we will take care of it!



Summit at Fern Hill CDD

Friday, 10 October 2025

Prepared For Board Of Supervisors

17 Items Identified

17 Items Incomplete

Nathan Neidlinger

Nathan Neidlinger

Field Inspection Coordinator

Items 1

Assigned To: Yellowstone

Trim palm trees at multiple locations. Center island Boggy Moss Dr, Cone Grove Rd, at pool and amenity center.



Items 2

Assigned To: Yellowstone

Remove any dead plant material from the plant bed at the Golden Wonder Ln cul-de-sac.



Items 3

Assigned To: Yellowstone

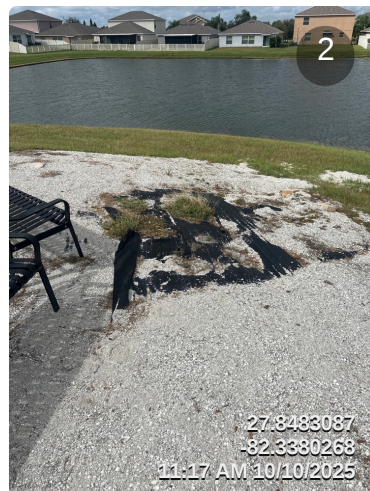
Clean up dead plant material in the plant beds at the northeast corner of Strawberry Tetra Dr. and be sure to soft edge the area as well.



Items 4

Assigned To: Board

The walking path around the playground and down to the benches near the pond have a lot of ground material showing through. We could get you a proposal to correct this if it is something you are concerned about.



Items 5

Assigned To: Yellowstone

Be sure to remove or spray for weeds around the playground edges and the surrounding grass area.



Items 6

Assigned To: Yellowstone

Remove sucker growth from trees on Cone Grove Rd.



Items 7

Assigned To: Yellowstone

This Magnolia tree on Cone Grove Dr seems to be struggling, diagnose if it can be brought back to full health. If not, please get us a proposal to remove and possibly replace.

Items 8

Assigned To: Yellowstone

Please clean up the grass areas around the trees on pond FH-2.



Items 9

Assigned To: Board

We could get a proposal for a new dog station at the dog park if desired. The current one is pretty bent up.

Items 10

Assigned To: Yellowstone

Please clean up dead plant material from the plant beds at the Cone Grove Dr. exit to Fern Hill Dr. Also be sure to continue soft edging along there.



Items 11

Clean up dead plant material in center island entrance at Cone Grove Dr and Fern Hill Dr.
Also clean up any discarded trash.



Items 12

Assigned To: Yellowstone

Clean up dead plant material in plant beds along Fern Hill Dr.





Items 13

Assigned To: Yellowstone

The black edging at the mailboxes is coming out of the ground, it needs to be buried again.



Items 14

Assigned To: Yellowstone

Pull dead plant material from the plant bed around the mailboxes.

Items 15

Assigned To: Board/Maintenance

Water fountains on the pool patio don't seem to be working. They look to be plugged in; however nothing is flowing.



Items 16

Assigned To: Maintenance/Board

Exposed wire next to security camera on the pool patio due to sagging ceiling material.



Items 17

Assigned To: Board/Maintenance

We need to determine if there is an on/off switch to work the ceiling fans next to the pool. I did not see any switches outside anywhere. The only light switch is in the clubhouse. One switch controls the clubhouse lights; the other switch controls the outdoor ceiling lights between the clubhouse and the restrooms.

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SUMMIT AT FERN HILL COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN NON-CONTINUING EXPENSES WITH-OUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Summit at Fern Hill Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hillsborough County, Florida; and

WHEREAS, Section 190.011(5), Florida Statutes, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors of the District (the "Board") typically meet monthly to conduct the business of the District, including authorizing the payment of District operating and maintenance expenses; and

WHEREAS, the Board may establish bi-monthly, quarterly or other meeting dates not on a monthly basis, or may cancel regularly scheduled monthly meetings from time to time; and

WHEREAS, to conduct the business of the District in an efficient manner, recurring, nonrecurring and other disbursements for goods and services must be processed and paid in a timely manner; and

WHEREAS, establishing meeting schedules outside of monthly meetings may interfere with the timely approval of disbursements and payment of expenses; and

WHEREAS, the Board determines this Resolution is in the best interest of the District and is necessary for the efficient conduct of District business; the health, safety, and welfare of the residents within the District; and the preservation of District assets or facilities; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SUMMIT AT FERN HILL COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Continuing Expenses: The Board hereby authorizes the payment of invoices for continuing expenses, which meet the following requirements:

1. The invoice must be pursuant to a contract, recurring payment (i.e. utility bill), agreement or direction of the Board.

2. The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.

Section 2. Non-Continuing Expenses: The Board hereby authorizes entering into non-continuing agreements and disbursement of funds for payment of invoices on non-continuing expenses which are required for the health, safety and welfare of the residents within the District and or such repair, control or maintenance of a District facility or asset required to protect the facility or assets, pursuant to the following schedule:

1. Non-continuing not exceeding \$3,000 with approval of the Onsite Manager.
2. Non-continuing emergency expenses exceeding \$5,000 but not exceeding \$10,000 with approval of the Chairman and the Vice Chairman in the Chair's absence and notification of the Board of Supervisors by e-mail, telephone and any other means practical. If any Board member objects to an emergency expense under this provision, then an emergency meeting of the Board may be called.

Section 3. Any payment made pursuant to this Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification as part of the financial report and noted in the District Manager's report.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 3RD DAY OF NOVEMBER 2025.

Attest:

**Summit at Fern Hill Community
Development District**

By: _____

By: _____

Chair / Vice- Chairman Board of Supervisors

Name: _____

Secretary/Assistant Secretary

AMENDED AND RESTATED MANAGEMENT AND FINANCIAL SERVICES AGREEMENT

This **Amended and Restated Management And Financial Services Agreement** (the “Agreement”) is made this 1st day of October 2025, between:

- 1) **SUMMIT AT FERN HILL COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (hereinafter the “District”); and
- 2) **INFRAMARK, LLC**, a Texas limited liability company registered in Florida, with its principal place of business at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607 (hereinafter the “Service Company”)

BACKGROUND

The District and District Management Services entered into an agreement dated April 2, 2015, for District Management Services, LLC d/b/a Meritus Districts (“DMS”) to provide various management and financial services (the “Original Management Agreement”). DMS subsequently assigned the Original Management Agreement to Service Company. The District and Service Company now desire to amend and restate the Original Agreement as provided herein.

In consideration of the mutual promises in this Agreement, the parties agree as follows:

1) TERM AND TERMINATION

1.1 The term of this Agreement shall be for an initial period of one (1) year effective October 1, 2025, and shall automatically renew for additional one (1) year terms unless either party terminates upon the terms provided herein.

1.2 The District agrees that the Service Company may terminate this Agreement with cause by providing forty-five (45) days’ written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Service Company agrees that the District may terminate this Agreement immediately for cause by providing by providing forty-five (45) days’ written notice of termination to the Service Company stating a failure of the Service Company to perform according to the terms of this Agreement; provided, however, that the Service Company shall be provided a reasonable opportunity to cure any failure under this Agreement. Either party may terminate without cause by providing sixty (60) days’ written notice of termination to the other party. Upon any termination of this Agreement, the Service Company shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement.

1.3 This Agreement may be terminated upon the dissolution or court-declared invalidity of the District.

1.4 Upon termination, the Service Company shall be

entitled to payment for all services rendered and reimbursed for all reasonable costs and/or expenses incurred on behalf of the District through the date of termination, subject to whatever claims or off sets the District may have against the Service Company.

1.5 The Service Company may, at its discretion, suspend service on thirty (30) days’ written notice should the District fail to make payments in a timely manner, until such time as the account is made current.

2) SERVICE COMPANY’S SERVICES

2.1. Service Company shall provide the services as set forth in Schedule A attached to this Agreement (the “Services”).

2.2. [RESERVED].

2.3. Service Company may offer and/or District may request, that additional services be provided under this Agreement. In the event that the Service Company and the District agree upon a change in the scope of services to be provided under this Agreement, such agreement as well as the change in compensation, if any, shall be agreed to in writing by both Parties and will be invoiced in accordance with this Agreement.

2.4. In performing the Services, Service Company may rely on information supplied by the District and Service Company shall not be required to independently verify the accuracy and completeness of such information. In addition, although the Service Company may participate in the accumulation of information developed by others necessary for use in documents required by the District, Service Company is not responsible for verifying the accuracy of such information.

2.5. Nothing in this Agreement shall prohibit the Service Company from (a) performing water and wastewater utility management, customer services, utility billing, and operation and maintenance services for the District under a separate agreement; and (b) providing for the benefit of any other district services similar to the services provided to District. District hereby waives any and all conflicts of interest or potential conflicts of interest, it being specifically agreed to and understood that Service Company’s provision of such services

to the District or to any other district shall not constitute a conflict of interest under this Agreement.

2.6. Even though Service Company's employees may include licensed attorneys and engineers, the District acknowledges that Service Company is not performing in the capacity of a law firm or an engineering firm when providing services under this Agreement. Service Company may offer general interpretation of documents, but legal opinions are obtainable only from the District's legal counsel.

2.7. Service Company shall provide the Services in a professional and workmanlike manner, and in accordance with generally accepted industry practices and applicable laws. THE SERVICE COMPANY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES UNDER LAW.

2.8. If the scope of Services requires the Service Company to administer or supervise the District's personnel, the Service Company shall not be responsible for any damages, losses, settlement payments deficiencies, liabilities, costs and expenses resulting from the failure of the District's employees to follow the instructions of the Service Company.

3) DISTRICT OBLIGATIONS

3.1. District shall:

3.1.1. Perform all duties and discharge all responsibilities and obligations not expressly assumed by the Service Company pursuant to the terms of this Agreement;

3.1.2. Obtain and maintain all state, federal, and local permits and licenses required to the extent that the responsibility of obtaining and maintaining such permits and licenses is not specifically assumed by the Service Company under this Agreement;

3.1.3. Comply with applicable law relating to the management of the District to the extent that the responsibility of complying with those laws is not specifically assumed by the Service Company under this Agreement (the Service Company shall not be responsible for the District's failure to comply with any provision of applicable law that is not otherwise specifically assumed by the Service Company hereunder); and

3.2. The Service Company shall have no liability for vendor late charges if the late charges are not the result of the Service Company's fault or negligence.

3.3. The District represents and warrants that:

3.3.1. It is duly incorporated, validly existing, and in good standing under the laws of its state;

3.3.2. It has all requisite power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;

3.3.3. The execution, delivery, and performance of this Agreement has been duly and validly authorized by it by all

necessary action, and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms;

3.3.4. It shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement;

3.3.5. There is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement; and

3.4. The District shall operate as a body, dictated by the District legal documents and applicable laws. Authority lies in a majority vote of the Supervisors, and no Supervisor shall act independently unless authorized by a Board Resolution, the District's Rules of Procedure, or as otherwise authorized by law that empowers such Supervisor to make specific decisions independently or spend funds within a specified dollar range. District shall also appoint a liaison to communicate Board decisions to Service Company. If no liaison is named, it shall be the Chairman. The District acknowledges and agrees that in the course of providing the Services, it may be necessary for Service Company to use District computer systems, data systems, or networks, or to come into contact with District residents' personal information. District shall notify Service Company of any protocols for said systems and information, and Service Company shall follow all such protocols as provided, and shall not be liable for the loss or compromise of District systems or information unless due to the negligence or wrongful act of Service Company. If no protocols are provided, then Service Company shall treat such systems and information with the same degree of care and confidentiality as it treats its own systems and information and in accordance with all applicable laws, but no less than a reasonable degree of care. Notwithstanding anything in this Agreement to the contrary, Service Company is not liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the District or any third party as a result of a data security breach or other cyber security breach to the District's computer systems, operating systems, and all other technological or information systems related to the Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result Service Company's negligence or willful misconduct.

4) FEES AND PAYMENT

4.1. [RESERVED].

4.2. The District shall pay the Service Company the fees as established in Schedule B of this Agreement ("Annual Base Fee") plus related expenses (as may be described on the Miscellaneous Schedule of Charges in Schedule B) monthly as compensation for the Services set forth herein. The Base Fee shall be due on the first of the month during which the Services will be rendered. All other payments shall be due within thirty (30) days of the date of invoice. Disputes with invoices are

waived if not raised within thirty (30) days of the date of invoice or as otherwise provided pursuant to Florida law.

4.3. Attendance of meetings is based on an allocation of up to thirteen (13) meetings per year, including a Budget meeting and workshops, with an allocation of up to three (3) hours per meeting scheduled. The Service Company will bill the District \$125 for each additional hour spent attending meetings. In addition, the Service Company shall bill the District double the prescribed hourly rate of \$125 for each hour spent attending meetings which are scheduled and conducted between the hours of 5:00 p.m. Friday and 9:00 a.m. Monday. The Service Company shall not charge for travel time to and from meetings.

4.4. Additional services not described on Schedule A which are rendered by the Service Company for or on behalf of the District, with the District's prior written consent, will be billed at a rate agreed to by the parties.

4.5. In the event of emergency repairs, Service Company is authorized to dispatch the vendor, without liability to the Service Company, to take whatever corrective action is necessary to repair the problem. The District will be notified immediately that such emergency action was taken.

4.6. The District shall reimburse the Service Company for all reasonable costs or expenses incurred by the Service Company as provided for in the "Miscellaneous Schedule of Charges" attached to the Agreement and incorporated herein by reference, or with the written consent of the District, in and directly attributable to its fulfilling its duties under this Agreement, including, but not limited to, postage costs, supplies costs and costs to reproduce documents. Such costs and expenses are payable by the District to the Service Company.

4.7. The Service Company reserves the right to modify, with approval of the Board of Supervisors, any of the applicable fees listed in the "Miscellaneous Schedule of Charges," attached to the Agreement, to bring them in line with current business practice.

4.8. For each fiscal year of the District, the compensation payable to the Service Company under the terms and conditions of this Agreement shall be in an amount approved by the District in its final fiscal year budget. Each fiscal year the District will consider price adjustments to compensate for market conditions and the anticipated type and amount of work to be performed by the Service Company during the upcoming fiscal year of the District. In no event shall the compensation payable to the Service Company be reduced, unless agreed to by the District and Service Company, in writing.

4.9. If the fiscal year budget is not approved prior to the first day of the fiscal year, the Service Company's compensation under this Agreement will continue at the rate currently in effect at the time of the renewal. The subsequent approval of the budget will result in a retroactive fee adjustment, which will be invoiced in the first month following approval of the budget.

4.10. To the extent allowable under applicable law, any and all late payments due to either party from the other shall accrue interest at a rate of one and one-half percent (1 ½%) per month from the original due date and until payment is received, unless waived by agreement.

5) INDEMNIFICATION AND LIMITATION

5.1. SERVICE COMPANY'S TOTAL LIABILITY FOR ANY ACTION OR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS OF INSURANCE CONTRACTUALLY REQUIRED HEREUNDER AND THE AMOUNTS ACTUALLY PAID UNDER THE REQUIRED INSURANCE POLICIES, OR FOR ALL OTHER CLAIMS, AN AMOUNT EQUAL TO TWICE THE COMPENSATION PAID IN THE YEAR THE DISPUTE AROSE.

5.2. TO THE EXTENT PERMITTED BY LAW AND THIS SECTION 5, DURING THE TERM OF THIS AGREEMENT, EACH PARTY (THE "INDEMNIFYING PARTY") SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND THEIR RESPECTIVE OFFICERS, STAFF, SUCCESSORS AND ASSIGNS (EACH IS REFERRED TO HEREIN AS AN "INDEMNIFIED PARTY") AGAINST ANY AND ALL LIABILITY FOR DAMAGES, COSTS, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM ANY CLAIM ASSERTED BY A THIRD PARTY AGAINST THE INDEMNIFIED PARTY FOR WRONGFUL DEATH, BODILY INJURY, AND/OR PROPERTY DAMAGE, BUT ONLY TO THE EXTENT CAUSED BY THE WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY. SERVICE COMPANY 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.

5.3. UNDER NO CIRCUMSTANCES SHALL SERVICE COMPANY BE RESPONSIBLE FOR ANY DAMAGES, LOSSES, SETTLEMENT, PAYMENT DEFICIENCIES, LIABILITIES, COSTS AND EXPENSES CAUSED BY THE EXECUTION OR IMPLEMENTATION OF SPECIFIC INSTRUCTION OR DIRECTIONS PROVIDED BY THE DISTRICT'S BOARD OF SUPERVISORS OR DULY DESIGNATED AGENTS OR REPRESENTATIVES.

5.4. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL THE SERVICE COMPANY OR THE DISTRICT BE LIABLE, EITHER DIRECTLY OR AS AN INDEMNITOR, FOR ANY SPECIAL, PUNITIVE, INDIRECT AND/OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ATTRIBUTABLE TO LOSS OF USE, LOSS OF INCOME OR LOSS OF PROFIT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.5. THE DISTRICT SHALL NOT HOLD THE SERVICE COMPANY LIABLE FOR ANY LOSSES OR DAMAGES, JUDGMENTS, CAUSES OF ACTION, SUITS,

DEMANDS OR CLAIMS OF ANY CHARACTER OR KIND, TO THE EXTENT ARISING OUT OF OR ATTRIBUTABLE TO THE ACTS OR OMISSIONS OF THIRD PARTIES CONTRACTED WITH TO PERFORM SERVICES FOR THE DISTRICT OR IN FULFILLMENT OF THE SERVICES PROVIDED TO THE DISTRICT UNLESS THE SERVICE COMPANY FAILED TO EXERCISE REASONABLE CARE TO SELECT ONLY THIRD PARTIES COMPETENT TO PROVIDE THE SERVICES CONTRACTED FOR OR FAILED TO PROVIDE SUCH THIRD PARTIES WITH ADEQUATE DIRECTION AS REQUIRED UNDER THIS AGREEMENT.

5.6. The District shall not hold the Service Company liable for any loss of records to the extent arising out of or attributable to unforeseeable occurrences caused through no fault of the Service Company, including but not limited to fire, theft, vandalism, force of nature, or acts of God. Service Company shall take reasonable measures to prevent the loss of such records, including keeping backups and implementing policies which are standard in the industry for companies charged with recordkeeping responsibility.

5.7. In the event that a party receives notice of or undertakes the defense or prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with its indemnity obligations hereunder, such party shall give the other party prompt notice of such proceedings and shall inform the other party in advance of all hearings regarding such action, claim, suit, proceeding or investigation.

5.8. This indemnification shall not be construed as a waiver of the District's sovereign immunity under state law, and is subject to the limitations set forth under state law.

6) INSURANCE

6.1. The Service Company shall provide and maintain insurance as provided in this section. The Service Company 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. The Service Company shall provide and maintain the following levels of insurance coverage:

6.1.1. Commercial Crime/ Fidelity Insurance with a per loss limit of one million dollars (\$1,000,000.00);

6.1.2. Professional Liability insurance with an aggregate limit of two million dollars (\$2,000,000);

6.1.3. General Liability insurance with a per occurrence limit of one million dollars (\$1,000,000); and

6.1.4. Workers compensation coverage as provided by and in the amounts specified by state law.

6.1.5. Automobile Liability insurance with an aggregate limit of one million dollars (\$1,000,000); and

6.1.6. Excess Liability insurance with an aggregate limit of two million dollars (\$2,000,000).

6.2. The above General Liability and Excess Liability policies must list the District and its officers, supervisors, and staff as additional insureds.

6.3. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District.

6.4. The District shall maintain the following minimum levels of insurance coverage:

6.4.1. Director's and officer's liability policy in an amount of not less than one million dollars (\$1,000,000) in aggregate coverage and such policy shall name the Service Company as an additional insured.

6.4.2. Property insurance in accordance with their by-laws and such policy shall against name the Service Company as an additional insured;

6.4.3. Commercial General liability insurance including bodily injury, property damage, personal and advertising injury, and blanket contractual liability with a per occurrence limit of one million dollars (\$1,000,000) and two million dollar (\$2,000,000) aggregate and such policy shall name the Service Company as an additional insured; and

6.4.4. Auto Liability insurance with a per occurrence limit of one million dollars (\$1,000,000) and two million dollar (\$2,000,000) aggregate (covering hired and non-owned autos) and such policy shall name the Service Company as an additional insured.

6.5. Such insurance provided by District shall be primary and noncontributory coverage to Service Company as additional insured for all claims covered thereby and shall not seek contribution in any way from insurance maintained by Service Company. District and Service Company waive against each other all damages covered by commercial general liability, auto liability, and property insurance provided herein, except such rights as they may have to the proceeds of such insurance. District shall require similar waivers of subrogation from District's separate contractors, and shall require each of them to include similar waivers in their contracts.

6.6. The District shall ensure that all companies providing services to the District shall name on all applicable policies maintained by such companies Services Company as an additional insured and shall indemnify, defend, and hold harmless the Service Company for all claims, losses causes of action, costs and expenses, including reasonable attorney fees arising from or related to the services provided by said company. District shall require waivers of subrogation from District's separate contractors, and shall require each of them to include similar waivers in their contracts.

6.7. District hereby waives any and all claims against Service Company, including Service Company's employees, agents, affiliates, for property damage or bodily injury occurring in, on, or around the District's premises, whether caused by peril, accident, theft or from any cause whatsoever, other than solely caused by the willful misconduct of Service Company.

6.8. District agrees that Service Company is not responsible for recommending or providing the insurance coverage for the District. And any insurance provided by District is primary as per Section 6.5.

6.9. All insurance shall be written with insurance companies with an A.M. Best rating of A-, VII or higher. All liability policies shall contain a severability of interest clause. All insurance shall provide that notice of default or cancellation shall be sent to Service Company as well as District and shall require a minimum of thirty (30) days written notice to Service Company prior to any cancellation of or changes to said policies. District agrees to provide Service Company with certificates evidencing such insurance, including the additional insured endorsement, or with copies of such policies, including all endorsements, within ten (10) days of the execution of this Agreement.

7) DISPUTES

7.1 In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within sixty (60) days, the parties shall mediate their dispute before a mediator acceptable to both parties, if they cannot agree, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation but the parties shall share equally the costs of the mediator and the mediation Services.

7.2 [RESERVED].

8) FORCE MAJEURE

A party's performance of any obligation under this Agreement (except for payment obligations) shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. The party unable to perform shall be required to resume performance of its obligations under this Agreement as soon as reasonably practicable following the termination of the event or cause that excused performance hereunder. Force Majeure is defined as any act, event or condition to the extent that it adversely impacts the cost of performance of, or adversely affects the ability of, either party to perform any obligation under this Agreement (except for payment obligations) to a material extent if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of the party relying thereon.

9) PUBLIC RECORDS

9.1 The Manager will be the public records custodian for the District. In connection with its services to District, the Manager agrees to fully comply with the provisions of Section 119.0701, Florida Statutes, pertaining to Florida's Public Records Law. Said compliance will include the Manager taking appropriate and necessary steps to comply with the provisions

of Section 119.0701(2)(b), Florida Statutes, including, without limitation, the following:

9.1.1. The Manager shall keep and maintain public records required by the District to perform the services hereunder.

9.1.2. Upon a request for public records received by the District, the Manager shall 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 otherwise provided by law.

9.1.3 The Manager shall 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 agreement term and following completion of this Agreement if the Manager does not transfer the records to the District.

9.1.4 Upon completion of this Agreement, the Manager shall transfer, at no cost, to the District all public records in possession of the Manager consistent with Florida law. All records stored electronically by the Manager 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.

9.1.5 The District shall make all determinations as to what constitutes confidential or exempt public records.

9.1.6 Service Company shall follow the requirements of the District's adopted Records Retention policy and destroy all records in accordance with the requirements of the law.

9.1.7 Failure of the Manager to comply with Section 119.0701, Florida Statutes may subject the Manager to penalties under Section 119.10, Florida Statutes. Further, in the event the Manager fails to comply with this Section or Section 119.0701, Florida Statutes, the District shall be entitled to all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR INFRAMARK, LLC, TELEPHONE: (954) 603-0033, EMAIL: PUBLICRECORDS@INFRAMARK.COM AND MAILING ADDRESS: 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FL 33607.

10) MISCELLANEOUS

10.1. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision

of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management or board decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Should a party withhold such cooperation as detailed in this Section, the other party shall not be liable for late fees, fines, or other damages or delay as a result.

10.2. The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision.

10.3. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise, including injunctive relief.

10.4. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction.

10.5. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

10.6. This Agreement contains the entire agreement between District and Service Company and supersedes all prior or contemporaneous communications, representations, understandings or agreements that are not consistent with any material provision of this Agreement; for the avoidance of doubt, this Agreement shall supersede and replace the Original Agreement.

10.7. The parties may only modify this Agreement by a written amendment signed by both parties.

10.8. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

10.9. In the event of termination, cancellation or failure to renew, District agrees, for a period of twelve (12) months from the date of termination, not to engage or attempt to engage the services of anyone who is employed by Service Company (or was employed by Service Company at any time within one (1) year prior to the date of termination) for the performance of identical or similar services.

10.10. This Agreement shall be binding upon the successors and assigns of each of the parties. This Agreement shall not be

assigned by either party without the prior written consent of the other party unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party. When written consent of a party is required, such consent shall not be unreasonably withheld.

10.11. This Agreement shall be construed under and in accordance with the laws of the State of Florida, and all obligations of the parties created hereunder are enforceable in the federal or state court having appropriate jurisdiction thereof.

10.12. All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the parties by each other will be addressed to:

To Service Company:

Inframark, LLC
2002 West Grand Parkway North, Suite 100
Katy, Texas 77449
ATTN: Chris Tarase, President

With a copy to:

Inframark, LLC
2002 West Grand Parkway North, Suite 100
Katy, Texas 77449
ATTN: Legal Department

To District:

Straley Robin Vericker
1510 W. Cleveland St.
Tampa, Florida 33606
Attn: District Counsel

10.13. All records compiled by Service Company with information and material gathered when performing this Agreement are the property of District.

10.14. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

11) E-VERIFY REQUIREMENT

11.1. The District is subject to the requirements of section 448.095, Florida Statutes, pertaining to the use of the E-Verify system to confirm the work authorization status of all employees hired on or after January 1, 2021. By signing this Agreement, Service Company acknowledges and confirms that it is registered with and uses the E-Verify system to confirm the work authorization status of all new hires. Service Company further confirms that it shall only subcontract work to be performed under this Agreement to subcontractors who are registered with and use the E-Verify system and have provided to Service Company the affidavit described in section 448.095(2)(b). Service Company must maintain a copy of the subcontractor's affidavit for the duration of this Agreement. By entering into this Agreement, the Service Company represents that no public employer has terminated a contract with the Service Company under Section 448.095(2)(c), Florida

Statutes, within the year immediately preceding the date of this Agreement.

11.2. Upon a good faith belief that Service Company has knowingly violated section 448.09(1), District may terminate this Agreement. Such termination shall not constitute a breach by the District.

11.3 Upon a good faith belief that any of Service Company's subcontractors have knowingly violated section 448.09(1), but the Service Company otherwise complied with this subsection, Service Company shall promptly terminate its contract with the subcontractor.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date at the top of this Agreement.

INFRAMARK, LLC

**SUMMIT AT FERN HILL
COMMUNITY DEVELOPMENT
DISTRICT**

By: Chris Tarase

Title: President

Date: _____

Printed Name: _____

Title: _____

Date: _____

Schedule A

Scope of Services

All services required for the management of a community development district under Chapter 189, Florida Statutes, Chapter 190, Florida Statutes and all other applicable Federal, Florida, and local laws (including the ordinance(s) and resolution(s) relating to the District and any interlocal agreements). All services should be completed on a timely basis.

Specifically, the Service Company shall provide the following services to, for, and on behalf of the District:

A- FINANCIAL ACCOUNTING SERVICES

- 1- Prepare the District's budget at the District's direction.
- 2- Implement the District's budget directives.
- 3- Preparation of monthly financial reports for the regular District meetings.
- 4- Submit preliminary budget to the District as required under applicable law or District policy.
- 5- Modify preliminary budget for consideration by the District at the District's advertised Public Hearing.
- 6- Coordinate budget preparation with District's Board, Engineer, and Attorney.
- 7- Prepare the budget resolution approving the District's budget and authorization to set public hearing.
- 8- Prepare budget and assessment resolutions as required by applicable law.
- 9- Prepare annual financial report for units of local government.
- 10- Prepare of Public Depositor's Report and distribution to State Treasurer.
- 11- Provide all required annual disclosure information to the local government in the county in which the District resides.
- 12- Coordinate and distribute Annual Public Facilities Report and distribute to appropriate agencies.
- 13- Prepare all required schedules for year-end audit.
- 14- Oversee capital and general fund accounts.

- 15- Prepare required investment policies and procedures at the District's direction.
- 16- Administer purchase order system, periodic payment of invoices.
- 17- Coordinate tax collection and miscellaneous receivables.
- 18- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB).
- 19- Prepare and coordinate applications for federal ID numbers and tax exemption certificates.

B- MANAGEMENT AND RECORDING SERVICES

- 1- Attend up to 13 meetings/workshops of the District Board of Supervisors and provide meaningful dialogue on the issues before the District Board of Supervisors for action.
- 2- Record all meetings of the District.
- 3- Organize, conduct, and provide summary minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices as directed by the District; for avoidance of doubt, the Service Company does not provide any legal advice and does not make any recommendations as to how to apply with applicable laws.
- 4- Consult with the Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.
- 5- Provide Oath of Office and Notary Public for all newly elected members of the District Board of Supervisors.
- 6- Prepare agenda for budget hearings.
- 7- Prepare all the meeting agendas and coordination of receipt of sufficient material for the District's Board of Supervisors to make informed policy decisions.
- 8- Prepare and advertise all notices of meetings as required.
- 9- Maintain the District's seal.

- 10- Act as the primary point of contact for District-related matters
- 11- Ensure all required procedures for the District are properly followed and executed, including provision of required compliance and disclosure information to local governments; Service Company shall work with the District as need be to ensure all required procedures are properly followed and executed.
- 12- Solicit bids for the District's contract services for the District's approval and serve as a liaison between the District and contractors to observe the monthly performance of the work of companies supplying the services related to the operation and maintenance of the District's public infrastructure
- 13- Make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Service Company shall advise the District as to need for renewal or additional procurement activities and implement same. The Service Company shall work with the District's attorney and engineer in fulfilling these requirements. The Service Company's project management (the onsite management of specific large maintenance and/or capital projects) will require an additional project management fee. Any such project management fee must be approved in advance the District; provided, however, that in the event of an emergency, the Service Company may provide project management services for a reasonable project management fee.
- 14- Coordinate and provide contract administration for any services provided to the District by outside vendors. Contract administration will not require any "project management" (i.e. oversight of construction and/or engineering work that may require professional certifications or other expertise that the Service Company's personnel may not possess).
- 15- Preparation of specifications and coordination for insurance and independent auditor services.
- 16- Process and assist in investigation of insurance claims, in coordination with District Counsel.
- 17- Responding to any community complaints or requests for service from residents.
- 18- Monitor certificates of insurance as needed per contracts.
- 19- Procure, renew, or maintain all necessary insurance for the District as directed and authorized by the District
- 20- Maintain an action item list of tasks and follow ups from meetings.

- 21- Coordinate with the District's ADA document remediation vendor (and website vendor) to ensure the District's website has the content required by Florida (and is on the website for the appropriate duration) and includes any additional information or materials requested by the Board.

C- SPECIAL ASSESSMENT SERVICES

- 1- Prepare assessment resolution levying the assessments on the property in the District and prepare assessment rolls.
- 2- Prepare and maintain a property database by using information obtained by local Property Appraiser's secured roll.
- 3- Review and compare information received from the Property Appraiser to prior years' rolls, to ensure that the District rolls are in compliance with the law and that the Service Company has obtained all the pertinent information to prepare accurate assessments.
- 4- Periodically update the database for all activity such as transfer of title, payment of annual assessment, prepayment of principal.
- 5- Act as the primary contact to answer property owner questions regarding special assessments, tax bills, etc. and provide pay off information upon request to property owner.
- 6- Upon adoption of the budget and assessments, coordinate with the office of the Property Appraiser and Tax Collector to ensure correct application of assessments and receipt of District funds.
- 7- Act as primary contact to answer property owners' questions regarding the Capital Assessment.

D- FIELD SERVICES –

- 1- Perform a monthly inspection of the District's property and maintenance responsibilities; provided however, such inspection shall exclude the District's pool facilities or maintenance performed for said pool facilities.
- 2- Provide monthly inspection report with pictures and recommendations for repairs to the District; provided however, the Service Company shall not be responsible for performing such repairs unless otherwise agreed to by the parties in writing; and
- 3- Notify the District about deficiencies in the services performed by its vendors; provided however, this shall not apply to lifeguard, lifeguard services, or similar services.

E- COMMUNITY SERVICE ATTENDANT (Up to 29 hours per week) –

1- General Duties

- a. Assist Clubhouse Manager in the day-to-day operations.
- b. Provide access cards/fobs, room rentals, and document sales in various logs.
- c. Troubleshoot and resolve issues with access cards/fobs.
- d. Assist in notifying residents of upcoming events, meetings, and general information.
- e. Assist in maintaining preventative maintenance records, inventories, and purchases.
- f. Interaction with residents and guests on a day-to-day basis.
- g. Document all complaints, injuries, and maintenance issues.
- h. Process and manage work orders as needed.
- i. Conduct other related tasks as directed by the District Manager.

2- General Maintenance

- a. Swimming Pool Deck: Blow off entire pool deck, arrange furniture, empty and clean all waste receptacles and control algae growth around pool area.
- b. Blow off all play courts and pick up any litter and empty waste receptacles.
- c. Interior of Building(s): Ensure all door locks are in good condition, control cobwebs, and dust.
- d. Parking Lot: Pick up litter, blow off debris as needed
- e. Clean outdoor furniture and equipment as needed.

F- EXCLUSION TO SERVICES

Service Company specifically excludes from its scope of services the following services to, for, and on behalf of the District:

- 1- Employing lifeguards for the benefit of the District, performing any lifeguard or similar services, or supervising or overseeing lifeguards hired by the District;
- 2- Direct contracting for lifeguard, lifeguard services, or similar services;
- 3- Evaluating lifeguard service providers' performance and making recommendation to the District;
- 4- Performing any pool operations or maintaining and repairing the pool and its related appurtenances;
- 5- Developing pool and amenity center rules or policies;
- 6- Verifying that the lifeguard or pool attendants are acting in accordance with their contracts or obligations under local or state guidelines;
- 7- Handling any performance issues or complaints regarding the lifeguard or pool attendants; and
- 8- Performing or providing any inspection services or walk throughs on lifeguard or pool attendants or at pool facilities.

**Schedule B
Fee Schedule**

I. ANNUAL BASE FEE

The Annual Base Fee beginning October 1, 2025 shall be \$23,000 (\$1,916.67per month plus any applicable taxes). Base fee includes District Management, Accounting, Collections and Administrative Support Services.

Field Services (Per Section D in Schedule A) provided at an annual rate of \$12,000.00 billed at \$1,000.00 monthly, plus any applicable taxes.

Dissemination/Disclosure Services provided for an annual rate of \$8,820.00.

II. MISCELLANEOUS SCHEDULE OF CHARGES

Additional Meetings - Beyond those defined in the negotiated agreement	\$150.00 per hour
Mail Distribution	
General Distribution- Includes label, folding, insertion of up to two items and delivery to the post office	\$0.35 per piece
General Distribution - Additional inserts over two	\$0.03per additional page
Labels	\$0.07each
Certified Mail	Current rate charged by postmaster plus handling charge of \$5.00
Postage	Current rate charged by postmaster (no add on)
Copies	
Black and white, single sided	\$0.18percopy, up to 100 copies \$0.10 per copy thereafter
Color (single sided}	\$0.50 per copy
Black and white, duplex (two-sided)	\$0.21 per duplex copy
Special Services- includes court appearances, performance of tasks other than contract schedule(s), requested attendance for special committee functions and research for special projects	\$150.00 per hour
File Storage - Records preceding those included in base fee (current year records plus two years previous) (Any boxes may be transferred to the District upon the request of the District)	\$15.00 per box per month
Estoppel letters for Sellers of Property-the Service Company will charge the seller directly	Per market rates

**MINUTES OF MEETING
SUMMIT AT FERN HILL
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Summit at Fern Hill Community Development District was held on Monday, October 6, 2025, and called to order at 6:00 p.m. at the Summit at Fern Hill Clubhouse located at 10340 Boggy Moss Drive, Riverview, FL 33578.

Present and constituting a quorum were:

Antonio Bradford	Chairperson
Matthew Roth	Vice Chairperson
Tiebe Kiflom	Assistant Secretary (<i>via conference call</i>)
Yonatan Derar	Assistant Secretary
Sam Wenzel	Assistant Secretary

Also, present were:

Jamie Giuffre	District Manager, Inframark
Mark Vega	District Manager, Inframark
Jason Leggit	District Inspection Coordinator, Inframark
Nathan Neidlinger	District Inspection Coordinator, Inframark
Chris	Yellowstone, Representative
Residents	

The following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS **Call to Order/Roll Call**

Mr. Vega called the meeting to order, and a quorum was established.

SECOND ORDER OF BUSINESS **Motion to Approve Agenda**

ON MOTION by Mr. Bradford seconded by Mr. Roth, with all in favor, the agenda was approved as presented 5-0

THIRD ORDER OF BUSINESS **Public Comments on Agenda Items**

There being none, the next order of business followed.

FOURTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel

B. District Engineer

District Counsel and District Engineer were not present.

There being none, the next order of business followed.

C. District Manager**i. Aquatics Weed Control**

A discussion ensued and the Community Inspection and First Choice Aquatics reports were reviewed. Some algae were treated, and it was explained that certain plants and fish can help with algae control. A quote will be provided.

D. Field Inspection

The following were discussed:

- Mr. Leggit reviewed report, and the Board requested the current Yellowstone contract be reviewed.
- The Landscape Solicitation to be discussed at the workshop.
- Chris, representative from Yellowstone, discussed his report and the Board requested that invoices be more descriptive with prices broken out.
- A discussion ensued regarding no parking signs to prevent parking on grass.
- The fertilizing schedule will have a new scope with detail; this will help the plants.
- Mr. Leggit stated pest control isn't looking great, he will investigate this. The palms need trimming and will follow up until complete.
- New scope of svc includes money for this, and the Board requested bigger pictures on future reports.
- The pool furniture has a lot of mildew, re-strapping or new furniture was discussed and it will be revisited in the future.

FIFTH ORDER OF BUSINESS**Business Items****A. Approval of Solicitation for Landscape & Irrigation Maintenance Services**

The Board decided to table this item and to be reviewed at the workshop.

B. Consideration of Resolution 2026-01; Re-designating Officers

A discussion ensued with Mr. Vega and the Board regarding the resolution and signing authority.

ON MOTION by Mr. Bradford seconded by Mr. Roth, with all in favor, Resolution 2026-01 to re-designate officers was approved as discussed. 5-0

81 **C. Consideration of Resolution 2026-02; Goals, Objectives, Performance Measures**
82 **and Standards**

83 A discussion ensued with Mr. Vega and the Board.
84

85 ON MOTION by Mr. Bradford seconded by Mr. Roth, with all
86 in favor, Resolution 2026-02 for goals, objectives, performance
87 measures, and standards was approved as discussed. 5-0
88

89 **D. Consideration of Resolution 2026-03; Authorization of Spending Limit**

90 This business item was tabled. Mr. Vega to re-word for review.
91

92 **E. Discussion of Amendments**

93 **i. Motion to Rescind First Amendment for Field Services**
94

95 ON MOTION by Mr. Kiflom seconded by Mr. Bradford, with
96 all in favor, to rescind the First Amendment for field services
97 was approved as discussed. 5-0
98

99 **ii. Approval of Second Amendment**

100 The Board requested the original District Management contract and the new contract
101 to be reviewed at the next workshop.
102

103 **F. Consideration of Addendum to Inframark's Contract Reflecting No 3% Increase**
104 **in Management Fee for 2026**

105 Mr. Vega discussed the breakdown of invoices, and the Board original District
106 Management contract and the new contract to be reviewed at the next workshop.
107

108 **G. Discussion of FY 2026 Budget**

109 Mr. Vega discussed Dissemination and Disclosure and updating verbiage on budget.
110

111 **H. Consideration of Yellowstone Irrigation Repairs #594600**

112 A discussion ensued and there were a lot of repairs because Jason asked them to repair
113 everything.
114

115 **I. Discussion on Clubhouse Rental Rules**

116 Mr. Bradford requested not to reimburse rental fees until an inspection is conducted
117 and signed off on. Mr. Vega will revise forms for review at workshop. The Board
118 would like to be notified by email when rental is booked.
119
120
121
122

J. Discussion on Strongroom

A discussion ensued to send password to Mr. Bradford and Mr. Wenzel.

Ms. Guiffre to assist the Board members through Teams and provided a walk through if needed for Strongroom.

K. Discussion on Pool Vendor

The Board requested quotes to compare their current service with A-Quality.

SIXTH ORDER OF BUSINESS**Business Administration****A. Consideration of the Board of Supervisors' Regular Meeting Minutes from September 4, 2025 & September 15, 2025, Workshop Minutes**

The Board reviewed Consent Agenda item 6A as presented with no revisions.

On MOTION by Mr. Bradford, seconded by Mr. Roth with all in favor, the meeting minutes for the regular meeting held on September 4, 2025 & the workshop held on September 15, 2025, were approved. 5-0

B. Consideration of Operation and Maintenance August 2025

The Board reviewed the Consent Agenda item 6B as presented with no revisions.

On MOTION by Mr. Bradford seconded by Mr. Roth with all in favor, the Operation and Maintenance for August 2025 was approved. 5-0

SEVENTH ORDER OF BUSINESS**Board of Supervisors' Requests and Comments**

Mr. Bradford requested proposal for iPad at the Workshop.

EIGHTH ORDER OF BUSINESS**Adjournment**

There being no further business,

On MOTION by Mr. Bradford seconded by Mr. Roth, with all in favor, the meeting was adjourned at 7:00 p.m. 5-0

Jamie Guiffre
Assistant Secretary

Antonio Bradford
Chairperson

**MINUTES OF WORKSHOP
SUMMIT AT FERN HILL
COMMUNITY DEVELOPMENT DISTRICT**

The Workshop of the Board of Supervisors of Summit at Fern Hill Community Development District was held on Monday, October 20, 2025, at 6:00 p.m. at the Summit at Fern Hill Clubhouse located at 10340 Boggy Moss Drive, Riverview, FL 33578.

Present and constituting a quorum were:

Antonio Bradford	Chairperson
Matthew Roth	Vice Chairperson
Yonatan Derar	Assistant Secretary (<i>via conference call</i>)
Tiebe Kiflom	Assistant Secretary
Sam Wenzel	Assistant Secretary

The following item was discussed during the October 20, 2025, Summit at Fern Hill Community Development District Workshop; no motions, votes or actions were taken. Any action to be taken on the items listed below will occur at a regular meeting of the Board of Supervisors.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

The workshop was called to order.

SECOND ORDER OF BUSINESS

Discussion on August 2025 Financials

This discussion was discussed under the eighth order of business with supervisors' requests and comments.

THIRD ORDER OF BUSINESS

**Review of Approval of Solicitation for
Landscape & Irrigation Maintenance
Services**

A discussion ensued.

Mr. Wenzel will make a comparison of the proposal and Yellowstone contracts and give an update at the next workshop.

FOURTH ORDER OF BUSINESS

Review of Yellowstone Current Contract

A discussion ensued.

Mr. Wenzel will make a comparison of the proposal and Yellowstone contracts and give an update at the next workshop.

FIFTH ORDER OF BUSINE

**Review of Authorization of Spending
Limits**

This document was not included in the packet for the workshop with the updated information.

SIXTH ORDER OF BUSINESS

**Review of Current Agreement and
Second Amendment**

This discussion item was tabled and still under review.

SEVENTH ORDER OF BUSINESS

Discussion of Revised Rental Forms

This discussion item was tabled and still under review.

EIGHTH ORDER OF BUSINESS

Supervisors' Request and Comments

The Board of Supervisors requested and commented on the following:

- Mr. Sam is not receiving emails from Jonathan Sciortino. Who sent the financials?
- The separation for the field report amount is still rolling up under District Management.
- What is the account receivable balance? Was it for the \$11,000 that was being refunded back?
- Are we able to shop for insurance?
- Can Mark Vega come to the next regular meeting, and if he can, set up a time to call Mr. Kiflom on 904-207-5997.
- Please add page numbers to the agenda page to reference the page number in the agenda packet.
- Need a sign with the rules for the dog park. Rules are listed in District agreement.

NINTH ORDER OF BUSINESS

Adjournment

There being no further business, and the workshop was adjourned.

Jamie Giuffre
Assistant Secretary

Antonio Bradford
Chairperson

Summit at Fern Hill Community Development District

Financial Statements
(Unaudited)

Period Ending
September 30, 2025

Prepared by:



2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607
Phone (813) 873-7300 ~ Fax (813) 873-7070

SUMMIT AT FERN HILL COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of September 30, 2025

(In Whole Numbers)

ACCOUNT DESCRIPTION	GENERAL		LONG-TERM		TOTAL	
	GENERAL	SERIES 2016	SERIES 2018	GENERAL		
	DEBT SERVICE	DEBT SERVICE	FIXED ASSETS	DEBT		
	FUND	FUND	FUND	ACCOUNT	ACCOUNT	
	GROUP FUND	GROUP FUND	GROUP FUND	GROUP FUND	GROUP FUND	
ASSETS						
Cash - Operating Account	\$ 395,599	\$ -	\$ -	\$ -	\$ -	\$ 395,599
Accounts Receivable	11,000	-	-	-	-	11,000
Due From Other Funds	-	-	365	-	-	365
Investments:						
Reserve Fund	-	123,178	69,325	-	-	192,503
Revenue Fund	-	152,946	94,233	-	-	247,179
Prepaid Insurance	19,071	-	-	-	-	19,071
Deposits	5,678	-	-	-	-	5,678
Fixed Assets						
Improvements Other Than Buildings	-	-	-	290,198	-	290,198
Improvements - Amenity	-	-	-	632,537	-	632,537
Stormwater Management	-	-	-	652,584	-	652,584
Equipment and Furniture	-	-	-	439,065	-	439,065
Amount Avail In Debt Services	-	-	-	-	229,390	229,390
Amount To Be Provided	-	-	-	-	4,811,610	4,811,610
TOTAL ASSETS	\$ 431,348	\$ 276,124	\$ 163,923	\$ 2,014,384	\$ 5,041,000	\$ 7,926,779
LIABILITIES						
Accounts Payable	\$ 26,030	\$ -	\$ -	\$ -	\$ -	\$ 26,030
Deferred Revenue	23,256	-	29,435	-	-	52,691
Bonds Payable	-	-	-	-	5,041,000	5,041,000
Due To Other Funds	-	365	-	-	-	365
TOTAL LIABILITIES	49,286	365	29,435	-	5,041,000	5,120,086

SUMMIT AT FERN HILL COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of September 30, 2025

(In Whole Numbers)

				GENERAL	GENERAL	
		SERIES 2016	SERIES 2018	FIXED ASSETS	LONG-TERM	
	GENERAL	DEBT SERVICE	DEBT SERVICE	ACCOUNT	DEBT	
ACCOUNT DESCRIPTION	FUND	FUND	FUND	GROUP FUND	ACCOUNT	TOTAL
					GROUP FUND	
<u>FUND BALANCES</u>						
Nonspendable:						
Prepaid Insurance	19,071	-	-	-	-	19,071
Restricted for:						
Debt Service	-	275,759	134,488	-	-	410,247
Unassigned:	362,991	-	-	2,014,384	-	2,377,375
TOTAL FUND BALANCES	382,062	275,759	134,488	2,014,384	-	2,806,693
TOTAL LIABILITIES & FUND BALANCES	\$ 431,348	\$ 276,124	\$ 163,923	\$ 2,014,384	\$ 5,041,000	\$ 7,926,779

SUMMIT AT FERN HILL COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2025
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 711	\$ 711	0.00%
Interest - Tax Collector	-	1,376	1,376	0.00%
Rental Income	-	500	500	0.00%
Special Assmnts- Tax Collector	587,199	601,805	14,606	102.49%
Other Miscellaneous Revenues	-	125	125	0.00%
TOTAL REVENUES	587,199	604,517	17,318	102.95%
<u>EXPENDITURES</u>				
<u>Administration</u>				
Supervisor Fees	24,000	19,800	4,200	82.50%
ProfServ-Trustee Fees	8,100	8,512	(412)	105.09%
Disclosure Report	8,820	8,290	530	93.99%
District Counsel	8,000	7,967	33	99.59%
District Engineer	4,000	4,506	(506)	112.65%
District Manager	35,000	34,868	132	99.62%
Auditing Services	6,000	6,000	-	100.00%
Website Compliance	1,500	1,100	400	73.33%
Postage, Phone, Faxes, Copies	1,000	151	849	15.10%
Insurance - General Liability	3,750	3,750	-	100.00%
Public Officials Insurance	3,067	3,067	-	100.00%
Insurance -Property & Casualty	10,235	12,272	(2,037)	119.90%
Legal Advertising	2,500	3,208	(708)	128.32%
Bank Fees	200	771	(571)	385.50%
Website Administration	1,600	3,670	(2,070)	229.38%
Dues, Licenses, Subscriptions	175	450	(275)	257.14%
Total Administration	117,947	118,382	(435)	100.37%
<u>Electric Utility Services</u>				
Utility - Electric	47,500	46,288	1,212	97.45%
Total Electric Utility Services	47,500	46,288	1,212	97.45%
<u>Water-Sewer Comb Services</u>				
Water/Waste	8,500	9,372	(872)	110.26%
Total Water-Sewer Comb Services	8,500	9,372	(872)	110.26%

SUMMIT AT FERN HILL COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2025
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>Other Physical Environment</u>				
R&M Ponds	5,000	10,100	(5,100)	202.00%
Amenity Center Cleaning & Supplies	9,000	8,990	10	99.89%
Pest Control	1,500	774	726	51.60%
Contracts-Pools	16,800	18,324	(1,524)	109.07%
Landscaping - R&M Other	4,000	1,266	2,734	31.65%
Landscaping - -Plant Replacement Origran	4,000	-	4,000	0.00%
R&M-Pools	2,000	5,205	(3,205)	260.25%
Amenity Maintenance & Repairs	9,400	19,763	(10,363)	210.24%
Landscape - Annuals	7,000	-	7,000	0.00%
Contracts Ponds	5,340	-	5,340	0.00%
Landscape Maintenance	80,000	86,157	(6,157)	107.70%
Miscellaneous Maintenance	5,000	12,675	(7,675)	253.50%
Irrigation Maintenance	4,500	9,183	(4,683)	204.07%
Landscaping - Mulch	15,000	9,275	5,725	61.83%
Holiday Decoration	6,500	5,370	1,130	82.62%
Capital Improvements	110,000	18,360	91,640	16.69%
Total Other Physical Environment	285,040	205,442	79,598	72.07%
<u>Reserves</u>				
Capital Reserve	125,000	-	125,000	0.00%
Total Reserves	125,000	-	125,000	0.00%
TOTAL EXPENDITURES & RESERVES	583,987	379,484	204,503	64.98%
Excess (deficiency) of revenues				
Over (under) expenditures	3,212	225,033	221,821	7006.01%
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	3,212	-	(3,212)	0.00%
TOTAL FINANCING SOURCES (USES)	3,212	-	(3,212)	0.00%
Net change in fund balance	\$ 3,212	\$ 225,033	\$ 215,397	7006.01%
FUND BALANCE, BEGINNING (OCT 1, 2024)		157,029		
FUND BALANCE, ENDING		\$ 382,062		

SUMMIT AT FERN HILL COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2025
Series 2016 Debt Service Fund (200)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 13,008	\$ 13,008	0.00%
Special Assmnts- Tax Collector	241,743	237,686	(4,057)	98.32%
TOTAL REVENUES	241,743	250,694	8,951	103.70%
<u>EXPENDITURES</u>				
<u>Debt Service</u>				
Principal Debt Retirement	88,000	88,000	-	100.00%
Interest Expense	153,742	155,723	(1,981)	101.29%
Total Debt Service	241,742	243,723	(1,981)	100.82%
TOTAL EXPENDITURES	241,742	243,723	(1,981)	100.82%
Excess (deficiency) of revenues				
Over (under) expenditures	1	6,971	6,970	697100.00%
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	1	-	(1)	0.00%
TOTAL FINANCING SOURCES (USES)	1	-	(1)	0.00%
Net change in fund balance	\$ 1	\$ 6,971	\$ 6,968	697100.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		268,788		
FUND BALANCE, ENDING		\$ 275,759		

SUMMIT AT FERN HILL COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2025
Series 2018 Debt Service Fund (201)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 7,611	\$ 7,611	0.00%
Special Assmnts- Tax Collector	138,525	136,710	(1,815)	98.69%
TOTAL REVENUES	138,525	144,321	5,796	104.18%
<u>EXPENDITURES</u>				
<u>Debt Service</u>				
Principal Debt Retirement	43,000	43,000	-	100.00%
Interest Expense	95,525	96,600	(1,075)	101.13%
Total Debt Service	138,525	139,600	(1,075)	100.78%
TOTAL EXPENDITURES	138,525	139,600	(1,075)	100.78%
Excess (deficiency) of revenues				
Over (under) expenditures	-	4,721	4,721	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		129,767		
FUND BALANCE, ENDING		\$ 134,488		

Bank Account Statement

Summit At Fern Hill CDD

Wednesday, October 15, 2025

Page 1

Bank Account No. 3620

Statement No. 09_25

Statement Date

09/30/2025

G/L Account No. 101001 Balance	395,598.94	Statement Balance	407,304.54
		Outstanding Deposits	0.00
Positive Adjustments	0.00		
Subtotal	395,598.94	Subtotal	407,304.54
Negative Adjustments	0.00	Outstanding Checks	-11,705.60
Ending G/L Balance	395,598.94	Ending Balance	395,598.94

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Deposits							
							0.00
09/01/2025		JE000584	Water/Waste	Reverse Bank recon adj	282.24	282.24	0.00
09/01/2025		JE000586	Water/Waste	Reverse Bank recon adj	482.24	482.24	0.00
09/30/2025		JE000600	Interest - Investments	Interest Earned	710.02	710.02	0.00
Total Deposits					1,474.50	1,474.50	0.00
Checks							
							0.00
08/22/2025	Payment	2707	ANTONIO DEON BRADFORD, SR.	Check for Vendor V00023	-200.00	-200.00	0.00
08/22/2025	Payment	2708	MATTHEW CHARLES ROTH	Check for Vendor V00096	-200.00	-200.00	0.00
08/22/2025	Payment	2709	SAMUEL LEN WENZEL JR.	Check for Vendor V00101	-200.00	-200.00	0.00
08/22/2025	Payment	2710	TIEBE KIFLOM	Check for Vendor V00089	-200.00	-200.00	0.00
08/22/2025	Payment	2711	YONATAN DERAR	Check for Vendor V00088	-200.00	-200.00	0.00
08/25/2025	Payment	100108	INFRAMARK LLC	Inv: 155228	-4,651.66	-4,651.66	0.00
08/26/2025	Payment	100109	FIRST CHOICE AQUATIC WEED MGMT LLC	Inv: 112920	-445.00	-445.00	0.00
08/26/2025	Payment	100111	YELLOWSTONE LANDSCAPE	Inv: 972968	-6,523.50	-6,523.50	0.00
08/26/2025	Payment	100112	JAYMAN ENTERPRISES, LLC	Inv: 4111	-675.00	-675.00	0.00
08/26/2025	Payment	100113	RKA MULTISERVICES PLUS LLC	Inv: 12123	-925.00	-925.00	0.00
09/08/2025	Payment	2716	ANTONIO DEON BRADFORD, SR.	Payment of Invoice 001372	-200.00	-200.00	0.00
09/08/2025	Payment	2717	MATTHEW CHARLES ROTH	Payment of Invoice 001371	-200.00	-200.00	0.00
09/08/2025	Payment	2718	SAMUEL LEN WENZEL JR.	Payment of Invoice 001369	-200.00	-200.00	0.00
09/01/2025		JE000584	Water/Waste	Reverse Bank recon adj	-282.24	-282.24	0.00

Bank Account Statement

Summit At Fern Hill CDD

Wednesday, October 15, 2025

Page 2

Bank Account No. 3620

Statement No. 09_25

Statement Date

09/30/2025

09/17/2025	Payment	2722	ZEBRA POOL CLEANING TEAM INC	Check for Vendor V00076	-600.00	-600.00	0.00
09/09/2025	Payment	300049	FRONTIER ACH	Inv: 081625-6205-ACH	-174.41	-174.41	0.00
09/03/2025	Payment	300050	BOCC ACH	Inv: 081325-0149-ACH	-482.24	-482.24	0.00
09/25/2025	Payment	100117	TIMES PUBLISHING COMPANY FIELDS	Inv: 55721-091725	-495.00	-495.00	0.00
09/25/2025	Payment	100118	CONSULTING GROUP, LLC	Inv: 3652	-150.00	-150.00	0.00
09/25/2025	Payment	100122	HOME TEAM PEST DEFENSE, INC.	Inv: 113008614	-197.90	-197.90	0.00
09/25/2025	Payment	100124	AFFORDABLE LOCK & SECUIRTY SOLUTIONS	Inv: 317031	-499.70	-499.70	0.00
09/25/2025	Payment	100125	A-QUALITY POOL SERVICE	Inv: 978274, Inv: 978040	-1,509.06	-1,509.06	0.00
09/25/2025	Payment	100126	ILLUMINATIONS HOLIDAY LIGHTING	Inv: 196925	-2,685.00	-2,685.00	0.00
09/26/2025	Payment	300051	TECO TAMPA ELECTRIC ACH	Inv: 090525-7901-ACH	-853.97	-853.97	0.00
09/26/2025	Payment	300052	TECO TAMPA ELECTRIC ACH	Inv: 090525-7513-ACH	-84.30	-84.30	0.00
09/26/2025	Payment	300053	TECO TAMPA ELECTRIC ACH	Inv: 090525-8520-ACH	-480.29	-480.29	0.00
09/26/2025	Payment	300054	TECO TAMPA ELECTRIC ACH	Inv: 090525-7729-ACH	-2,649.71	-2,649.71	0.00
09/22/2025		JE000599	Bank Fees	Bank Fees	-239.56	-239.56	0.00
09/30/2025	Payment	DD230	BOCC ACH	Payment of Invoice 001404	-338.71	-338.71	0.00
Total Checks					-26,542.25	-26,542.25	0.00

Adjustments

Total Adjustments

Outstanding Checks

09/08/2025	Payment	2719	TIEBE KIFLOM	Payment of Invoice 001370		-200.00
09/08/2025	Payment	2720	YONATAN DERAR	Payment of Invoice 001368		-200.00
09/17/2025	Payment	2721	DOUGLAS ROSS SMITH	Check for Vendor V00045		-600.00
09/25/2025	Payment	100119	YELLOWSTONE LANDSCAPE	Inv: 978689, Inv: 992495		-6,840.10
09/25/2025	Payment	100120	JAYMAN ENTERPRISES, LLC	Inv: 4210, Inv: 4211		-1,925.00
09/25/2025	Payment	100121	RKA MULTISERVICES PLUS LLC	Inv: 12135		-300.00
09/25/2025	Payment	100123	STRALEY ROBIN VERICKER	Inv: 27048		-640.50
09/30/2025	Payment	2723	ANTONIO DEON BRADFORD, SR.	Check for Vendor V00023		-200.00
09/30/2025	Payment	2724	MATTHEW CHARLES ROTH	Check for Vendor V00096		-200.00
09/30/2025	Payment	2725	SAMUEL LEN WENZEL JR.	Check for Vendor V00101		-200.00
09/30/2025	Payment	2726	TIEBE KIFLOM	Check for Vendor V00089		-200.00

Bank Account Statement

Summit At Fern Hill CDD

Bank Account No. 3620
Statement No. 09_25

Statement Date 09/30/2025

09/30/2025	Payment	2727	YONATAN DERAR	Check for Vendor V00088	-200.00
Total Outstanding Checks					-11,705.60

Outstanding Deposits

Total Outstanding Deposits