



Summit at Fern Hill Community Development District

**May 18, 2026
Agenda Package**

2005 PAN AM CIRCLE, SUITE 300
TAMPA, FLORIDA 33607

CLEAR PARTNERSHIPS



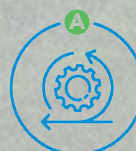
COLLABORATION



LEADERSHIP



EXCELLENCE



ACCOUNTABILITY



RESPECT

Summit at Fern Hill Community Development District

Board of Supervisors

Antonio Bradford, Chairman
Matthew Roth, Vice Chairperson
Yonatan Derar, Assistant Secretary
Tiebe Kiflom, Assistant Secretary
Shawn Connolly, Assistant Secretary

District Staff

Heather Jackson, District Manager
Kathryn Hopkinson, District Counsel
Phil Chang, District Engineer
Christina Fowler, Field Inspector
Ruben Nesbitt, District Accountant
Janice Swade, District Admin

WORKSHOP AGENDA

Monday, May 18, 2026 – 6:00 p.m..

A Workshop of the Summit at Fern Hill Community Development District will be held on Monday, May 18, 2026 at 6:00 p.m. at Summit at Fern Hill Clubhouse, located at 10340 Boggy Moss Drive, Riverview, Florida 33578.

1. **CALL TO ORDER/ROLL CALL**
2. **DISCUSSION OF PINE LAKE AND YELLOWSTONE IRRIGATION PROPOSAL**
3. **DISCUSSION OF PAVER PROPOSAL**
4. **DISCUSSION OF NEPTUNE CONTRACT**
5. **SCOPE OF SERVICES – FINANCIAL ACCOUNTING SERVICES**
6. **SOIL SAMPLES WILL BE PRESENTED AT THE NEXT WORKSHOP**
7. **DISCUSSION OF FURNITURE PROPOSALS WILL BE AT THE NEXT CDD MEETING**
8. **DISCUSSION OF MAINTENANCE SERVICE AGREEMENT WILL BE AT THE NEXT CDD MEETING**
9. **ADJOURNMENT**



Landscape Enhancement Proposal for
Summit at Fern Hill

Lisa Castoria
 Inframark
 2654 Cypress Ridge Blvd.
 Suite 101
 Wesley Chapel, FL 33544
 lisa.castoria@inframark.com

LOCATION OF PROPERTY

10612 Fuzzy Cattail Street
 Riverview, FL 33578

10/2025 Down Zones

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Irrigation Labor	35	\$75.00	\$2,625.00
Irrigation Parts	1	\$1,875.00	\$1,875.00

- Wet Check Found Multiple Zone Not Operational
- Zone: 26, 43, 50, 51, 52, Not Operational
- Need to track Locate Valve(s) Trouble Shoot Determine Issue(s) and Repair as Needed.
- Repairs Ranging From Bad Wire, Bad Wire Splices, Bad Solenoids, Cut Wire, to Complete Valve Replacements

Terms and Conditions: Signature below authorizes Yellowstone to perform work as described in this proposal and verifies that the prices and specifications are hereby accepted. This quote is firm for 30 days and change in plans or scope may result in a change of price. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.

Limited Warranty: Plant material is under a limited warranty for one year. Transplanted material and/or plant material that dies due to conditions out of Yellowstone's control (i.e., Act of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

AUTHORIZATION TO PERFORM WORK:

By _____

Print Name/Title _____

Date _____

Summit at Fern Hill

Subtotal	\$4,500.00
Sales Tax	\$0.00
Proposal Total	\$4,500.00

THIS IS NOT AN INVOICE



INVOICE

INVOICE #	INVOICE DATE
1104016	1/30/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Summit at Fern Hill
 c/o Inframark
 2005 Pan Am Circle
 Suite 300
 Tampa, FL 33607

Remit To:

Yellowstone Landscape
 PO Box 101017
 Atlanta, GA 30392-1017

Property Name: Summit at Fern Hill

Opp # 621768
 1/2026 Down Zones

Invoice Due Date: March 1, 2026

Invoice Amount: \$3,300.80

Description	Current Amount
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Irrigation	\$3,300.80
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Invoice Total **\$3,300.80**

Excellence
 IN COMMERCIAL LANDSCAPING

Should you have any questions or inquiries please call (386) 437-6211.



Tampa East Branch
 10909 E. US 92
 Seffner, FL 33584
 Phone: (813) 886-7755
 Fax: (813) 886-4386

CONTROL# **73581**
 Invoice # _____
 Invoice Date # _____

Date: 1-29-25

IRRIGATION WORK AUTHORIZATION

Existing Customer- Job # _____ New Customer (no job#)

CUSTOMER NAME: Summit @ Four Hill FAX #: _____

Name of Authorizing Person: _____ Phone #: _____

Billing Address: *Davenport

Job Address: _____

Description of Work Authorized Please Print All Information

→ Tracked / Reamed out wires - Replaced Bad solenoids

Quantity	Material	Price	Total
4	Rainbird PESB Solenoid	92.00	368.00
16	DB wire nut.	3.00	48.00
15 ft	1/4 gage wire	4.50	67.50
10	Nozzle	3.00	30.00
2	6" Pipe	18.00	36.00
1	Controller	47.50	47.50
6	1/2 copy	1.00	6.00
10 ft	1/4" pipe	2.00	20.00
1	2" Splice	49.30	49.30
1	2" copy	3.50	
		Total Materials:	675.80
Labor: # 75 x 35 Hrs		Total Labor:	2625.00
		TOTAL:	3300.80

Yellowstone Landscape, herein agrees to provide the services and materials itemized above.

(YS) Prepared By: (X) [Signature]

(YS) Work Completed By: (X) _____

Date: _____

\$3,300.80

Manager Approval:

I herein authorize the above specified work to be completed. I understand and agree that upon completion we will receive an invoice from Yellowstone Landscape, for the total amount stated above. The full amount will be due and payable within 30 days of the completion date. Payments received by Yellowstone Landscape, after 30 days will be subject to a 1.5% service charge per month until paid in full. Should a collection action for the balance due become necessary we agree to pay all related fees and costs, including reasonable attorney's fees. Proper venue for such actions shall be in Hillsborough County, Florida.

Date: _____ Please Print Name: _____

Authorized & Accepted by: (X) _____

Proposal #: 621768

Date: 11/17/2025

From: Jason Geary



Landscape Enhancement Proposal for

Summit at Fern Hill CDD

~~Lisa Castoria~~

~~Inframark~~

~~2654 Cypress Ridge Blvd.~~

~~Suite 101~~

~~Wesley Chapel, FL 33544~~

~~lisa.castoria@inframark.com~~

LOCATION OF PROPERTY

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Riverview, FL 33578

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AUTHORIZATION TO PERFORM WORK:

By _____



Print Name/Title _____

Date _____

Summit at Fern Hill

Subtotal	\$4,500.00
Sales Tax	\$0.00
Proposal Total	\$4,500.00

THIS IS NOT AN INVOICE



Proposal #8497

Summit at Fern Hill CDD- Initial Irrigation Inspection 4-26

Date 4/27/2026
Customer Jason Liggett | Inframark | 2005 Pan Am Circle, Suite 300 | Tampa, FL 33607
Property Summit at Fern Hill CDD | 10340 Boggy Moss Drive | Riverview, FL 33578

Pine Lake Services, LLC would like to thank you for the opportunity to bid. We look forward to working with you on this project. If you have any questions, please feel free to contact us at any time at projects@pinelakeLLC.com or (813) 948-4736.

Repairs found during April 2026 irrigation inspection. Additional repairs possible after Clock 2 is replaced.

Irrigation Repair/Installation

Clock 1

Items	Quantity	Unit	Price
Labor Irrigation	1.00	Hr	\$79.71
Zone 1 - Replace Spray Nozzle	3.00	EA	\$30.09
Zone 2- Repair Drip Line	5.00	EA	\$43.65
Zone 5 - Replace 6" Spray Head	2.00	EA	\$69.42
Zone 6 - Replace Spray Nozzle	3.00	EA	\$30.09
Zone 6 - Replace 6" Spray Head	1.00	EA	\$34.71
Zone 7 - Replace Spray Nozzle	3.00	EA	\$30.09
Zone 7 - Replace 6" Spray Head	3.00	EA	\$104.13
Zone 8 - Replace 6" Spray Head	2.00	EA	\$69.42
Zone 9- Repair Drip Line	4.00	EA	\$34.92
Zone 12- Repair Drip Line	2.00	EA	\$17.46
Zone 13- Repair Drip Line	7.00	EA	\$61.11
Zone 14- Bubblers	5.00	EA	\$30.50
Zone 16 - Replace Spray Nozzle	5.00	EA	\$50.15
Zone 17- Replace 6" Spray Head	2.00	EA	\$69.42
Zone 23- Repair Drip Line	8.00	EA	\$69.84
Zone 24- Repair Drip Line	6.00	EA	\$52.38
Zone 26 - Replace Spray Nozzle	4.00	EA	\$40.12
Zone 27- Replace Spray Nozzle	6.00	EA	\$60.18
Zone 31- Bubblers	3.00	EA	\$18.30
Zone 32- Repair Drip Line	10.00	EA	\$87.31
Zone 32- Replace ICD-100 Decoder	1.00	EA	\$349.66

Zone 33 - Replace Spray Nozzle	4.00	EA	\$40.12
Zone 35- Replace ICD-100 Decoder	1.00	EA	\$349.66
Zone 36- Repair Drip Line	3.00	EA	\$26.19
Zone 39- Replace 6" Spray Head	2.00	EA	\$69.42
Zone 40 - Replace Spray Nozzle	2.00	EA	\$20.06
Zone 40- Replace 6" Spray Head	1.00	EA	\$34.71
Zone 43- Replace 6" Spray Head	1.00	EA	\$34.71
Zone 44- Repair Drip Line	2.00	EA	\$17.46
Replace Hunter Rain Sensor	1.00	EA	\$73.76

Clock 1: \$2,098.75

Clock 2

Items	Quantity	Unit	Price
Replace Hunter XC Hybrid Clock	1.00	EA	\$450.00

Clock 2: \$450.00

Clock 3

Items	Quantity	Unit	Price
Zone 5 - Repair Drip Line	10.00	EA	\$87.31
Wire Tracking and Diagnose	3.00	EA	\$546.55
Wire	10.00	EA	\$14.60

Clock 3: \$648.46

PROJECT TOTAL: \$3,197.21

Terms & Conditions

Terms & Conditions

Payment Terms

- Any proposal exceeding \$5,000 for an enhancement to a Maintenance property, a 50% deposit will be required upon acceptance to schedule job. The remaining 50% balance will be due upon completion of job.
- Payments made via credit card will be accepted up to \$4,750 and will include an additional 3% credit card fee.
- If payment requires Pine Lake to create and/or setup an account in an additional software, Pine Lake reserves the right to charge an administrative fee along with passing along any software fees charge.
- Interest will accrue on all invoices over thirty days old. Past due amounts will accrue interest at a rate of 1.5% per month (18% APR). Client agrees to pay any costs associated with collection,

including but not limited to court and attorney's fees as additional sums owed.

E X C L U S I O N S

The Following matters are excluded from the Work, unless specified in writing to the contrary:

- **This Proposal price is valid for Thirty (30) days. We reserve the right to modify pricing after that time to reflect current market prices.**
- Site work is excluded unless specified in writing within the Proposal. Site should be at finished grade (within 1" of final grade), with all soils in sod and planting areas to be loose, not compacted, and ready to install landscape material. If site is not at finished grade, Contractor reserves the right to delay until site is properly prepared.
- Removal of base material and/or aggregate material within all landscape planting areas, sod areas and other green space areas that impedes or impacts proper planting of plant material and sod.
- Soil replacement where base material and/or aggregate material was removed for proper planting
- Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor reserves the right to retain an expert to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.
- Soil, Sod and/or Mulch quantities are estimates only. They do not account for disturbed construction areas or other fluctuations. Invoices will reflect actual quantities used at proposed price per unit.
- Conduit and connections for electrical, gas, and all other utilities and services
- Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material, or disposal charges
- MOT for temporary traffic control
- Any Irrigation or utility trenching thru roads, road base, concrete, or rock will incur additional costs
- Any cutting or repairing of any hard surface such as asphalt, concrete, pavers or curbs for irrigation or landscape
- We need 72 hours' notice prior to road base material or concrete work is installed so that sleeves and/or road bores are installed
- Backflow Connection
- Water source for irrigation is based on specifications at the dedicated meter of the location marked on irrigation plan sheet. If a different location of the dedicated water source is established during construction a change order will be entered into to adjust for the costs associated with the new route for mainline and connections.
- Man hours required to find installed buried irrigation sleeves or irrigation piping in areas where asphalt, concrete, curbs, or other hard surfaces are installed prior to completing the irrigation

system and where markings or stubs have been placed to show location of irrigation sleeves or piping and these markers have been damaged, buried, or removed by others.

- Additional man hours required to maintain plant material and/or sod of a landscape and irrigation installation project that:
- Has been started by Pine Lake Nursery and Landscape and/or its subcontractors and is interrupted, delayed, impeded, or prohibited, by others from being worked on continuously until the landscape and irrigation project is completed. Pine Lake Nursery and Landscaper and its subcontractors are excluded.
- Upon completion of the landscape and irrigation installation project as specified in the landscape and irrigation plan sets is considered complete but will not be accepted as completed until the project as a whole is accepted as complete.
- Existing tree preservation, barricading, pruning, root pruning, or inventory
- Repairs to any erosion control measures that are damaged or inoperative prior to commencement of landscape and irrigation work
- Any planting of sod or other ground cover as required by any municipality when construction of landscape and irrigation has ceased or been suspended for more than 30 days that is no fault of the landscape or irrigation contractor or subcontractors
- Warranty on transplanted plant material from the project site
- Warranty on plant material that is not rated to grow in established USDA plant hardiness growth zone(s)

Procedure for Extra Work, Changes and Escalation

- If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary.
- Change Order: The quantities or specifications of material as outlined in the Proposal could be adjusted at any time with approval in the form of a signed Change Order. Change Orders will be executed using current market prices

Escalation Clause

- In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of the contract through no fault of the Construction Manager, the Contract Sum, time of completion or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases 5% percent between the date of this Contract and the date of installation

Warranty and Tolerances

- Payments Received: The Warranty for the contract is only valid if payment is received in full on acceptance of the work
- Diligence: The Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that its work will be of proper and professional quality, and in full conformity with the requirements of the contract
- Competence: The Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
- Site Unknowns: It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock, and shale sub surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the proposal and may require changes in design and construction to overcome such problems – all for which the

Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site,

and to secure additional required site information from appropriate government and other authorities.

- Damaged Utilities: Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities
- Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client
- Damage to installed material (plants, trees, sod, etc.) by foot traffic, machinery, equipment, other trades, owner neglect or acts of nature will be excluded from any warranty and will not be replaced at the cost of Contractor
- Damage due to pest infestation is excluded from warranty and any damaged material will not be replaced at the cost of the Contractor. If, however, the Contractor has a separate maintenance contract with the client, pest control would fall under that contract and would be subject to those warranty parameters.
- Damage due to improper watering after final acceptance will not be replaced at the cost of the Contractor

Material Tolerances

- Wood: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping.
- Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product, and the Client accepts this as a natural and acceptable quality of the stone
- Metal: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation
- Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots.
- Warranty Time Period: The Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system
- Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements for the Warranty to remain in effect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves, troughs that damage plants, fallen branches, animal caused damage, damaged/ burst irrigation or drainage pipes that were not maintained properly, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by the Contractor
- Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one-year warranty will be void or otherwise limited in writing on those items so impacted but will remain in effect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one-year warranty of the Contractor – prior to purchasing and/or installing such materials

- **Material Grades:** The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood has knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed installation. The Contractor shall endeavor to enable the Client to see or understand the representative range of color, texture, and related of all materials installed on a project, however, acceptable Florida Grades and Standards will be used for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or installed.
- Plant specified height and width are used as primary sizes for sourcing plant material. This may result in minor deviation from container and caliper size specifications.

By _____
Garrett Macgregor

Date 4/27/2026

Pine Lake Services, LLC

By _____
Jason Liggett

Date _____

Inframark

Quote

Total Pressure Power-Wash & Seal

11420 Amapola Bloom CT.
 Riverview, FL 33579
 1-727-295-8592
totalpressurepowerwashandseal@gmail.com



Date: 5/9/2026

Agenda Page 13

To: Mark Vega

Attention: Summit At Fern Hill

Address:
 10340 Boggy Moss Drive
 Riverview, FL 33578

	Job Title	Payment Terms	
	Paver Installation	Half Now Other Half Once Done	

Item	Description	#	Amount
Scope of Work	Walking paths by the playground are to be outfitted with pavers. These paths will be 5 feet wide and will lead to two circular paver pads for seating by the water. Once installed, pavers will then be sealed adding longevity & bringing out their natural luster.		
Pavers Installation	Pavers will be a two piece set with a few different color options. Excavation of shell material on paths will allow for base material to be applied & compacted once removed. After leveling pavers will then be installed and sanded locking in the paver joints.	2,338 Square Feet	
Paver Sealing	Multiple coats of high-end water based sealer will be applied to pavers after installation. This process will add to the life of the pavers themselves & help keep sand locked in joints.	20 Gallons	Included If Accepted
Tax	Hillsborough County Tax	7.5%	Exempt

Grand Total of ALL Work: \$26,887
 Deposit Due: \$13,443
 Balance Due At Completion: \$13,443

CLEANING SERVICES AGREEMENT

This Cleaning Services Agreement (the “**Agreement**”) is made as of the 17th day of June, 2024, by and between the **Summit at Fern Hill Community Development District** (the “**District**”) whose mailing address is c/o Inframark, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 and **Neptune Multi Services, LLC**, a Florida limited liability company (the “**Contractor**”) whose principal and mailing address is 11423 Crestlake Village Drive, Riverview, Florida 33569.

RECITALS

WHEREAS, the District owns and operates an amenity center and surrounding area located within the community (the “**Clubhouse**”) and desires to retain the Contractor to provide the cleaning services as described in this Agreement; and

WHEREAS, the Contractor is qualified to perform the job duties and has all approvals and licenses as required by law to provide cleaning services; and

WHEREAS, by the execution of this Agreement, it is agreed that the Contractor will be performing professional cleaning services as an independent contractor and will not be subject to the control of the District as to the means and method of performance of the services.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions herein contained, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

OPERATIVE PROVISIONS

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. **SCOPE OF WORK AND FREQUENCY OF PERFORMANCE.** The Contractor shall perform cleaning services three times per week for the Amenity Center and surrounding area as described in **Exhibit “A”** (the “**Scope of Work**”).

3. **TERM.** The term of this Agreement shall begin as of July 1, 2024, and will continue on an annual basis until terminated pursuant to Section 4 of this Agreement.

4. **TERMINATION.** Either party may terminate this Agreement without cause with thirty (30) days written notice to the other party.

5. **PAYMENT.** As compensation the District will pay the Contractor Five Hundred Dollars and Zero Cents (**\$500.00**) per month. Invoices shall be issued each month for the Work provided for the previous month and are payable in accordance with Florida’s Prompt Payment Act, Section 218.70, Florida Statutes.

6. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

(A) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(B) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.

(C) Prior to commencing the Work, the Contractor shall add the District as an additional insured to its insurance policies. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District.

7. **NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

Neptune Multi Services, LLC
Attn: Pedro Cruz
11423 Crestlake Village Drive
Riverview, Florida 33569
neptunemts@gmail.com

FOR THE DISTRICT:

Summit at Fern Hill Community Development District
c/o Inframark
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
Lisa.Castoria@Inframark.com

8. **INDEMNIFICATION.**

(A) Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal or in bankruptcy proceedings) as ordered.

(B) Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section

768.28, Florida Statutes, or other statute. Any subcontractor retained by the Contractor shall acknowledge the same in writing. This section survives termination of this Agreement.

9. **PERMITS, LICENSES, AND INSPECTIONS.** All permits and/or licenses necessary for the Work to be performed under this Agreement shall be obtained by the Contractor. Inspections by the health department or an independent consultant may be performed on a periodic basis. Failure to comply with health department standards or the stipulations of this Agreement may result in immediate termination. Any fees or fines incurred or imposed by the health department due to non-compliance and/or failure of an inspection shall be borne solely by the Contractor.

10. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other party.

11. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

12. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

13. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

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

15. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement.

16. **CONTROLLING LAW.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida with venue in the county in which the District is located.

17. **SCRUTINIZED COMPANIES.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

18. **E-VERIFY.** Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor 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.
- b. If the District has a good faith belief that the Contractor 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.
- c. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.
- d. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

19. **PUBLIC RECORDS.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and 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 the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 873-7300, OR BY EMAIL AT PUBLICRECORDS@INFRAMARK.COM, OR BY REGULAR MAIL AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FLORIDA 33607.

20. **PUBLIC ENTITY CRIMES. RECORDS.** Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided

in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

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

22. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement. In case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

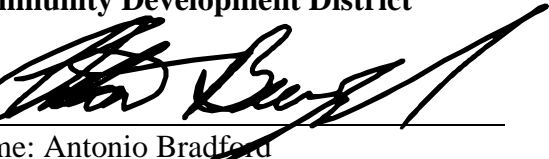
23. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Neptune Multi Services, LLC,
a Florida Limited Liability Company

By: Pedro Cruz
Name: Pedro Cruz
Title: Owner _____

Summit at Fern Hill
Community Development District

By: 
Name: Antonio Bradford
Title: Chair of the Board of Supervisors



DATE: _____

№	ACTIVITIES	☑
1	Dust all surfaces including shelves, furniture (Clubhouse and office) Daily	
2	Gym (Vacuum under the Treadmills once a week Friday) Gym equipment dust, wipe down (Daily)	
3	Vacuum carpets and area rugs (Daily)	
4	Sweep and mop hard floors (Daily)	
5	Clean and disinfect toilets, sinks, and showers (Daily)	
6	Scrub and disinfect kitchen countertops and sinks (Daily)	
7	Clean the kitchen appliances such as the fridge, Microwave (Daily) Outside only. Inside only when requested by management.	
8	Wipe down cabinets and drawers in the kitchen, bathroom, small rooms (Daily)	
9	Clean and disinfect light switches, doorknobs (Daily)	
10	Stainless Steel items must be clean and polished (Daily)	
11	Dust blinds and window sills	
12	Clean windows inside only. Windows will be cleaned outside if there are finger prints or any other spot that is dirty. Outside with management request.	
13	Clean garbage cans, Dog Station, Basketball and playground trash cans	
14	Change trash cans and toilet roll paper when less than half left. (Daily)	
15	Baby changing stations (Daily)	
16	Wipe down baseboards and molding (As needed)	
17	Dust ceiling fans and light fixtures (Once a month) when management request.	
18	Clean and disinfect computer keyboards and screens (Daily)	
19	Refill hand soap, shampoo & conditioner, body soap, hand towels. (As needed)	
20	Remove any spider web (As needed) Pool furniture, outside tables.	

**Thank for your business
Neptune Multi Services**

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- Prepare 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 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.