

District: **STONEBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Tuesday, January 14, 2020

Time: 6:00 PM

Location: Stoneybrook Activity Center
2365 Estuary Drive
Venice, Florida 34292

Dial-in Number: 312-757-3121
Guest Access Code: 659970493#

Agenda

- I. Call to Order & Roll Call**
- II. Audience Comments** – *(limited to 3 minutes per individual only on items on the agenda)*
- III. Consent Agenda**
 - A. Consideration of the Regular Meeting Minutes – Nov 25, 2019 Exhibit 1
 - B. Acceptance of the revised unaudited Sept 2019, and unaudited November & December 2019 unaudited financial statements Exhibit 2
- IV. Business Matters**
 - A. Discussion and Approval for Website Service Provider Exhibit 3
 - B. Discussion of RFQ for District Engineer Exhibit 4
 - C. Ratification of Resolution 2020-02, Rescinding Resolution 2019-5 Exhibit 5
 - D. Ratification of Resolution 2020-08, Appointment of Registered Agent Exhibit 6
- V. Staff Reports**
 - A. District Manager
 - B. District Attorney
 - C. District Engineer
- VI. Supervisors Requests**
- VII. Audience Comments** – *(limited to 3 minutes per individual)*
- VIII. Adjournment**

EXHIBIT 1.

1 **MINUTES OF MEETING**
2 **STONEYBROOK AT VENICE**
3 **COMMUNITY DEVELOPMENT DISTRICT**
4

5 The Regular Meeting of the Board of Supervisors of the Stoneybrook at Venice Community
6 Development District was held on Monday, November 25, 2019 at 1:00 p.m. at Stoneybrook Activity
7 Center, 2365 Estuary Drive, Venice, FL 34292.

8
9 **FIRST ORDER OF BUSINESS – Call to Order & Roll Call**

10 Ken Joines called the meeting to order at 1:00 p.m. and conducted roll call.

11 Present and constituting a quorum were:

12 Gary Compton	Board Supervisor, Chairman
13 Andy Grogoza	Board Supervisor, Vice Chairman
14 Phil Large	Board Supervisor, Assistant Secretary
15 Ted Costy	Board Supervisor, Assistant Secretary
16 Josh Lazarus (After Oath)	Board Supervisor, Assistant Secretary

17 Also present were:

18 Ken Joines District Manager, DPFM Management & Consulting, LLC.

19 *The following is a summary of the discussions and actions taken at the November 25, 2019 Stoneybrook*
20 *at Venice CDD Board of Supervisors Regular Meeting.*

21
22 **SECOND ORDER OF BUSINESS – Consent Agenda**

23 A. **Exhibit 1: Consideration of the Regular Meeting Minutes – Oct 3 and Oct 29, 2019**

24 B. **Exhibit 2: Acceptance of the October 2019 Unaudited Financial Statements**

25 On a MOTION by Mr. Grogoza, SECONDED by Mr. Compton, WITH ALL IN FAVOR, the Board
26 approved the Consent Agenda Items A & B for the Stoneybrook at Venice Community Development
27 District.

28 **C. Discussion on amending the agenda**

29 On a MOTION by Mr. Compton, SECONDED by Mr. Grogoza, WITH ALL IN FAVOR, the Board
30 approved amending the agenda to include Audience Comments at the beginning and end of the meeting,
31 and for this to be a continuing change on future agendas.

32 **THIRD ORDER OF BUSINESS – Audience Comments**

33 Members of the audience questions and comments; Discussion of CDD existence, Operations and
34 Maintenance assessments, Debt/Bond assessments, and governance by the Board of Supervisors,
35 appointment of Supervisors to vacated seats.

36 **FOURTH ORDER OF BUSINESS – Business Matters**

37 A. **Exhibit 3: Consideration and Acceptance of Mr. Wayne Ruby Resignation from the Board**
38 **of Supervisors**

39 On a MOTION by Mr. Compton, SECONDED by Mr. Large, WITH ALL IN FAVOR, the Board
40 accepted the resignation of Mr. Wayne Ruby.

41 **B. Consideration of Replacement of the Board of Supervisors for Seat 3, Term expires**
42 **November 2022.** Discussion was had about potential candidates and qualifications.

43 On a MOTION by Mr. Compton, SECONDED by Mr. Large, WITH THREE IN FAVOR and ONE
44 ABSTENTION (Mr. Costy), the Board approved the appointment of Mr. Joshua Lazarus as Supervisor to
45 Seat 3.

46 **C. Exhibit 4: Administration of Oath of Office for the Newly Appointed Supervisor for Seat 3.**

47 Ken Joines administered the Oath of Office to Mr. Lazarus as Assistant Secretary and Supervisor,
48 Seat 3 for Stoneybrook at Venice Community Development District.

49 **D. Exhibit 5: Consideration and Approval of Resolution 2020-06, Re-Designating Officers**

50 On a MOTION by Mr. Compton, SECONDED by Mr. Large, WITH ALL IN FAVOR, the Board
51 adopted the Resolution 2020-06, Re-Designating Officers with Mr. Compton as Chairman, Mr. Grogoza
52 as Vice Chairman, Mr. Joines as Secretary, Ms. Thibault as Treasurer, and Mr. Aagaard as Assistant
53 Treasurer, and Mr. Cusmano, Mr. Costy, Mr. Lazarus, and Mr. Large as Assistant Secretaries for the
54 Stoneybrook at Venice Community Development District.

55 **E. Exhibit 6: Consideration and Approval of Resolution 2020-07, Bank Signatories**

56 On a MOTION by Mr. Compton, SECONDED by Mr. Large, WITH FOUR IN FAVOR and ONE
57 ABSTENTION (Mr. Lazarus), the Board adopted Resolution 2020-07, Bank Signatories.

58 **F. Discussion and Approval for Appointing Interim Legal Counsel and Interim Engineer.**

59 Discussion was had noting that both a District Attorney and District Engineer are needed. Interim
60 Attorney was suggested to be Mr. Andrew Cohen, present at the meeting, of Persson, Cohen, &
61 Mooney, P.A., 6853 Energy Court, Lakewood Ranch, FL 34240. The Board decided to table
62 appointment of District Engineer.

63 On a MOTION by Mr. Compton, SECONDED by Mr. Costy, WITH ALL IN FAVOR, the Board
64 approved the appointment of Mr. Andrew Cohen as Interim District Attorney.

65 **G. Exhibit 7: Discussion and Approval for Website Service Provider.**

66 Discussion was had about current website provider and need for ADA compliance. The Board
67 requested that the District Manager get additional proposals for their next meeting.

68 **H. Discussion and Approval for Advertising of a RFQ for District Legal Counsel.** The Board
69 decided to table an RFQ for District Legal Counsel for now.

70 **I. Exhibit 8: Discussion and Approval for Advertising of a RFQ for District Engineer.**

71 Discussion was had regarding the legal requirement to have a District Engineer and to have to go
72 through the RFQ process.

73 On a MOTION by Mr. Compton, SECONDED by Mr. Large, WITH ALL IN FAVOR, the Board
74 approved the advertising for RFQ for District Engineer subject to legal review by Interim District
75 Attorney.

76 **J. Discussion of 2019-2020 Meeting Dates.**

77 Discussion was had on the number of meetings and dates for the meetings.

78 On a MOTION by Mr. Lazarus, SECONDED by Mr. Costy, WITH ALL IN FAVOR, the Board
79 approved the meeting dates for 2019-2020 to be set as the second Tuesday of January, March, May and
80 August 2020 at 6:00 p.m. at the Stoneybrook Activity Center, 2365 Estuary Drive, Venice, FL.

81 **K. Exhibit 9: Acceptance of the Audit Report for Fiscal Year Ending September 30, 2019**

82 On a MOTION by Mr. Grogza, SECONDED by Mr. Compton, WITH FOUR IN FAVOR and ONE
83 ABSTENTION (Mr. Lazarus), the Board accepted the Audit Report for September 30, 2019.

84 **FIFTH ORDER OF BUSINESS – Staff Reports**

85 A. District Manager - None

86 B. District Attorney - None

87 C. District Engineer – N/A

88 **SIXTH ORDER OF BUSINESS – Supervisors Requests**

89 Discussion was had about a draft maintenance agreement with the HOA and the need for legal
90 counsel review for the CDD.

91 On a MOTION by Mr. Compton, SECONDED by Mr. Large, WITH ALL IN FAVOR, the Board
92 authorized Interim District Counsel to review the HOA Maintenance Agreement.

93 Discussion was had about the future District Engineer putting together a map of who owned what
94 property and who maintained what property within the Community.

95 Discussion was had about District Attorney and DPFG reviewing DOT plans for River Road
96 expansion and any impact on CDD property. This will be reviewed in more detail when DOT plans are
97 available and HOA Engineer have more information.

98 **A. Legal Expenses Paid/Approved?**

99 Discussion was had about the legal expenses being well above budget in August and September
100 and none of the Board remembering giving approval for the legal expenses to be paid.

101 On a MOTION by Mr. Lazarus, SECONDED by Mr. Large, WITH ALL IN FAVOR, the Board adopted
102 a statement that Jim Ward did not have approval from the Board to pay legal expenses that were above
103 budget by over \$25,000.

104 **B. Reimbursement of Costs for Supervisors.**

105 Discussion was had about the Board receiving compensation for meetings and/or being
106 reimbursed for filing expenses with the County by the District. Further action was tabled.

107 **SEVENTH ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes per individual)**

108 Question on who recommended Interim Legal Counsel – noted that DPFG recommended Andrew Cohen
109 from prior experience and knowledge of the area. Another member suggested that the Supervisors be
110 paid for their time and effort for each meeting. Discussion was had about the requirements for being a
111 Supervisor on the Board. Additional discussion was had about ADA requirement for the website as a
112 government agency. A question was asked about the irrigation system and it was noted that is the HOA.

113 **EIGHTH ORDER OF BUSINESS – Adjournment**

114 Mr. Joines asked for final questions, comments, or corrections before adjourning the meeting.
115 There being none, Mr. Lazarus made a motion to adjourn the meeting.

116 On a MOTION by Mr. Lazarus, SECONDED by Mr. Large, WITH ALL IN FAVOR, the Board
117 adjourned the meeting for the Stoneybrook at Venice Community Development District.

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

121

122 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
123 **meeting held on _____.**

124

125

126

Signature

Signature

127

Printed Name

Printed Name

128

129 **Title:** **Secretary** **Assistant Secretary**

Title: **Chairman** **Vice Chairman**

EXHIBIT 2.

BOARD OF SUPERVISOR'S

**STONEYBROOK AT VENICE
COMMUNITY DEVELOPMENT DISTRICT**

**FINANCIAL STATEMENTS
September 30, 2019**

James P. Ward
District Manager
2900 NE 12th Terrace, Suite 1
Oakland Park, Florida 33334

Phone: 954-658-4900
E-mail:
JimWard@jpwardassociates.com



Stoneybrook At Venice Community Development District

**Balance Sheet - All Funds and Account Groups
as of September 30, 2019**

	Governmental Funds			Account Groups		Totals (Memorandum Only)
	General Fund	Debt Service Fund	Capital Projects Fund	General Long Term Debt	General Fixed Assets	
	Operations	Series 2017	Series 2017			
Assets						
Cash and Investments						
General Fund - Invested Cash	\$ 57,410	\$ -	\$ -	\$ -	\$ -	\$ 57,410
Debt Service Fund						
Revenue Account	-	134,182	-	-	-	134,182
Reserve Account	-	111,564	-	-	-	111,564
Sinking Fund Account	-	9	-	-	-	9
Interest Account	-	-	-	-	-	-
Prepayment Account	-	5,482	-	-	-	5,482
Due from Other Funds						
General Fund	-	-	-	-	-	-
Debt Service Fund	-	-	-	-	-	-
Market Valuation Adjustments	-	-	-	-	-	-
Accrued Interest Receivable	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-
Prepaid Expenses	-	-	-	-	-	-
Amount Available in Debt Service Funds	-	-	-	-	-	-
Amount to be Provided by Debt Service Funds	-	-	-	5,100,000	-	5,100,000
General Fixed Assets	-	-	-	-	10,646,712	10,646,712
Total Assets	\$ 57,410	\$ 251,237	\$ -	\$ 5,100,000	\$ 10,646,712	\$ 16,055,358

Stoneybrook At Venice Community Development District

**Balance Sheet - All Funds and Account Groups
as of September 30, 2019**

	Governmental Funds			Account Groups		Totals (Memorandum Only)
	General Fund	Debt Service Fund	Capital Projects Fund	General Long Term Debt	General Fixed Assets	
	Operations	Series 2017	Series 2017			
Liabilities						
Accounts Payable & Payroll Liabilities	\$ 742	\$ -	\$ -	\$ -	\$ -	\$ 742
Contracts Payable	-	-	-	-	-	-
Due to Other Funds						
General Fund	-	-	-	-	-	-
Debt Service Fund	-	-	-	-	-	-
Bonds Payable - Series 2017	-	-	-	5,100,000	-	5,100,000
Total Liabilities	\$ 742	\$ -	\$ -	\$ 5,100,000	\$ -	\$ 5,100,742
Fund Equity and Other Credits						
Investment in General Fixed Assets	-	-	-	-	10,646,712	10,646,712
Fund Balance						
Restricted						
Beginning: October 1, 2018 (Unaudited)	-	243,733	-	-	-	243,733
Results from Current Operations	-	7,504	-	-	-	7,504
Unassigned						
Beginning: October 1, 2018 (Unaudited)	93,136	-	-	-	-	93,136
Results from Current Operations	(36,469)	-	-	-	-	(36,469)
Total Fund Equity and Other Credits	56,667	251,237	-	-	10,646,712	10,954,616
Total Liabilities, Fund Equity and Other Credits	\$ 57,410	\$ 251,237	\$ -	\$ 5,100,000	\$ 10,646,712	\$ 16,055,358

Stoneybrook at Venice Community Development District

General Fund

**Statement of Revenue, Expenditures and Changes in Fund Balance
for the Period Ending September 30, 2019**

	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Annual Budget	% of Budget
Revenue and Other Sources															
Miscellaneous Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Interest															
Interest - General Checking	3	3	6	5	4	5	4	5	4	4	3	3	48	40	119%
Special Assessment Revenue															
Special Assessments - On-Roll	-	16,022	44,759	2,496	1,843	1,561	1,760	928	763	7	333	-	70,472	69,725	101%
Special Assessments - Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 3	\$ 16,025	\$ 44,764	\$ 2,501	\$ 1,847	\$ 1,565	\$ 1,765	\$ 933	\$ 767	\$ 10	\$ 336	\$ 3	\$ 70,519	\$ 69,765	101%
Expenditures and Other Uses															
Legislative															
Board of Supervisor's Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Board of Supervisor's - FICA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Executive															
Executive Salaries	1,308	1,962	1,308	1,308	1,308	1,308	1,308	1,962	1,308	1,308	1,308	1,308	17,000	17,000	100%
Executive Salaries - FICA	100	150	100	100	100	100	100	150	100	100	100	100	1,301	1,100	118%
Executive Salaries - Insurance	333	333	333	333	333	333	333	333	333	333	333	333	3,994	3,500	114%
Financial and Administrative															
Audit Services	-	-	-	4,400	-	-	-	-	-	-	-	-	4,400	4,900	90%
Accounting Services	-	291	143	590	90	300	576	236	169	296	361	663	3,715	3,500	106%
Assessment Roll Preparation	-	-	-	10,000	-	-	-	-	-	-	-	-	10,000	10,000	100%
Arbitrage Rebate Services	-	-	-	-	-	-	-	-	-	-	-	-	-	500	0%
Other Contractual Services															
Recording and Transcription	-	-	-	-	-	-	-	-	-	-	467	1,165	1,632	200	816%
Legal Advertising	-	-	-	-	-	-	-	-	100	-	-	1,441	1,541	1,200	128%
Trustee Services	-	-	-	-	-	-	-	-	2,795	-	-	-	2,795	2,795	100%
Dissemination Agent Services	-	-	-	-	-	-	1,000	-	-	100	-	-	1,100	5,000	22%
Property Appraiser Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Bank Services	26	27	27	28	27	26	27	27	27	29	29	62	362	300	121%
Travel and Per Diem	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A

Stoneybrook at Venice Community Development District

General Fund

**Statement of Revenue, Expenditures and Changes in Fund Balance
for the Period Ending September 30, 2019**

	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Annual Budget	% of Budget
Communications & Freight Services															
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Postage, Freight & Messenger	-	-	-	10	11	-	-	57	50	2,110	9	162	2,409	100	2409%
Rentals & Leases															
Miscellaneous Equipment Leasing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Computer Services	609	609	559	609	609	609	609	609	609	609	609	659	7,302	7,560	97%
Insurance	6,505	-	-	-	-	-	-	-	-	-	-	-	6,505	7,560	86%
Printing & Binding	-	-	-	-	18	-	-	111	-	108	1,064	-	1,301	475	274%
Office Supplies	-	-	-	-	-	-	164	-	-	1,200	210	(210)	1,364	-	N/A
Subscription & Memberships	175	-	-	-	-	-	-	-	-	-	-	-	175	175	100%
Legal Services															
Legal - General Counsel	-	424	-	-	-	-	-	-	513	602	3,585	24,169	29,292	3,200	915%
Other General Government Services															
Engineering Services - General Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Engineering Services - Lake Bank	-	-	-	-	-	-	-	-	-	4,143	1,392	2,300	7,835	-	N/A
Contingencies	-	-	-	-	-	-	-	-	-	-	-	-	-	700	0%
Flood Control Storm Water Management															
Professional Services Engineer	-	-	-	-	-	-	-	-	-	2,965	-	-	2,965	-	N/A
Total Expenditures and Other Uses:	\$ 9,055	\$ 3,795	\$ 2,469	\$ 17,377	\$ 2,496	\$ 2,675	\$ 4,116	\$ 3,484	\$ 6,003	\$ 13,902	\$ 9,466	\$ 32,151	\$ 106,988	\$ 69,765	153%
Net Increase/ (Decrease) of Fund Balance	(9,052)	12,230	42,296	(14,876)	(649)	(1,109)	(2,351)	(2,551.07)	(5,236)	(13,892)	(9,130)	(32,148)	(36,469)		N/A
Fund Balance - Beginning	93,136	84,084	96,314	138,610	123,734	123,085	121,976	119,624	117,073	111,837	97,945	88,815	93,136	83,780	
Fund Balance - Ending	\$ 84,084	\$ 96,314	\$ 138,610	\$ 123,734	\$ 123,085	\$ 121,976	\$ 119,624	\$ 117,073	\$ 111,837	\$ 97,945	\$ 88,815	\$ 56,667	\$ 56,667	\$ 83,780	

Stoneybrook at Venice Community Development District

Debt Service Fund - Series 2017

Statement of Revenue, Expenditures and Changes in Fund Balance
for the Period Ending September 30, 2019

	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Budget	% of Budget
Revenue and Other Sources															
Fund Balance - Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income															
Revenue Account	33	34	11	39	94	85	96	83	26	29	26	22	577	-	N/A
Reserve Account	28	28	28	28	28	26	28	28	28	28	24	19	321	430	75%
Prepayment Account	0	0	0	1	2	2	2	2	2	2	2	1	14	-	N/A
Sinking Fund	-	-	-	-	-	-	-	9	-	-	-	-	9	-	N/A
Interest Account	-	-	-	-	-	-	-	4	-	-	-	-	4	-	N/A
Special Assessment Revenue															
Special Assessments - On-Roll	-	82,521	241,495	13,044	9,629	8,579	9,081	5,068	4,659	38	1,875	-	375,990	376,746	100%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayment	-	-	7,182	-	-	-	-	-	-	-	-	5,482	12,665	-	N/A
Inter-Fund Group Transfers In	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Debt Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 60	\$ 82,583	\$ 248,716	\$ 13,112	\$ 9,754	\$ 8,692	\$ 9,208	\$ 5,193	\$ 4,715	\$ 97	\$ 1,926	\$ 5,524	389,579	\$ 377,176	103%
Expenditures and Other Uses															
Debt Service															
Principal - Mandatory	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 210,000	\$ -	\$ -	\$ (10,000)	\$ -	200,000	\$ 195,000	103%
Principal - Early Redemptions	-	-	-	-	-	-	-	-	-	-	10,000	-	10,000	15,000	67%
Interest Expense	-	86,038	-	-	-	-	-	86,038	-	-	-	-	172,075	167,176	103%
Operating Transfers Out	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ 86,038	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 296,038	\$ -	\$ -	\$ -	\$ -	382,075	\$ 377,176	101%
Net Increase/ (Decrease) of Fund Balance	60	(3,455)	248,716	13,112	9,754	8,692	9,208	(290,844)	4,715	97	1,926	5,524	7,504	N/A	
Fund Balance - Beginning	243,733	243,793	240,338	489,054	502,166	511,920	520,612	529,819	238,975	243,690	243,787	245,713	243,733	219,221	
Fund Balance - Ending	<u>\$ 243,793</u>	<u>\$ 240,338</u>	<u>\$ 489,054</u>	<u>\$ 502,166</u>	<u>\$ 511,920</u>	<u>\$ 520,612</u>	<u>\$ 529,819</u>	<u>\$ 238,975</u>	<u>\$ 243,690</u>	<u>\$ 243,787</u>	<u>\$ 245,713</u>	<u>\$ 251,237</u>	<u>251,237</u>	<u>\$ 219,221</u>	

Stoneybrook at Venice Community Development District

Financial Statements
(Unaudited)

Period Ending

November 30, 2019

STONEYBROOK AT VENICE CDD
COMBINED BALANCE SHEET
November 30, 2019

	<u>GENERAL FUND</u>	<u>SERIES 2017 FUND</u>	<u>TOTAL</u>
ASSETS:			
CASH	\$ 46,839	\$ -	\$ 46,839
DEPOSIT-UTILITY	-	-	-
ADVANCED DEPOSITS	-	-	-
INVESTMENTS:			
REVENUE FUND	-	50,365	50,365
RESERVE FUND	-	111,564	111,564
PREPAYMENT FUND	-	482	482
SINKING FUND	-	9	9
ASSESSMENTS RECEIVABLE	90,365	392,967	483,332
DUE FROM OTHER FUNDS	-	-	-
TOTAL ASSETS	<u>\$ 137,204</u>	<u>\$ 555,387</u>	<u>\$ 692,591</u>
 LIABILITIES & FUND BALANCE			
LIABILITIES:			
ACCOUNTS PAYABLE	\$ 6,577	\$ -	\$ 6,577
DEFERRED REVENUE (On Roll)	90,365	392,967	483,332
DUE TO OTHER FUNDS	-	-	-
 FUND BALANCES:			
NONSPENDABLE - PREPAID AND DEPOSITS	-	-	-
RESTRICTED FOR DEBT SERVICE	-	-	-
UNASSIGNED:	40,262	162,420	202,682
TOTAL LIABILITIES & FUND BALANCE	<u>\$ 137,204</u>	<u>\$ 555,387</u>	<u>\$ 692,591</u>

STONEYBROOK AT VENICE CDD
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
For the Period Starting October 1, 2019 Ending November 30, 2019

	FY2020 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
Revenues and Other Sources				
Carryforward	\$ 16,600	\$ -	\$ -	\$ (16,600)
Interest Income - General Account	40	-	3	(37)
Special Assessment Revenue	90,365	-	2	(16,637)
Special Assessment - On-Roll	<u>107,005</u>	<u>-</u>	<u>5</u>	<u>(33,274)</u>
Appropriations				
Legislative				
Board of Supervisor's Fees	-	-	-	-
Board of Supervisor's - FICA	-	-	-	-
Executive				
Executive Salaries	23,000	3,833	1,962	1,872
Executive Salaries - FICA	1,760	293	150	143
Executive Salaries - Insurance	-	-	-	-
Financial and Administrative				
Audit Services	4,500	750	-	750
Accounting Services	3,000	500	570	(70)
Assessment Roll Preparation	10,000	1,667	-	1,667
Arbitrage Rebate Fees	500	83	-	83
Administrative Services	-	-	1,500	(1,500)
Other Contractual Services				
Recording and Transcription	150	25	-	25
Legal Advertising	1,200	441	339	102
Trustee Services	2,795	466	-	466
Dissemination Agent Services	5,000	4,100	4,100	-
Property Appraiser Fees	-	-	-	-
Bank Service Fees	300	50	30	20
Travel and Per Diem				
Communications and Freight Services	-	-	-	-
Telephone	-	-	-	-
Postage, Freight & Messenger	75	13	96	(83)
Rentals and Leases				
Miscellaneous Equipment	-	-	-	-
Computer Services	8,560	1,427	659	768
Insurance				
Printing and Binding	200	33	-	33
Office Supplies	-	-	-	-
Subscriptions and Memberships	175	175	175	-
Legal Services				
General Counsel	1,500	250	-	250
Other General Government Services				
Engineering Services	-	-	-	-
Contingencies	700	117	160	(43)
Stormwater Management Services				
Professional Services				
Asset Management	10,000	1,667	-	1,667
Lake Bank Erosion Report	1,200	200	-	200
Repairs and Maintenance				
Lake Bank Erosion	20,000	3,333	-	3,333
Other Fees and Charges				
Discounts and Tax Collector Fees	5,890	982	-	982
TOTAL APPROPRIATIONS	<u>107,005</u>	<u>26,904</u>	<u>16,410</u>	<u>10,495</u>
Net Increase/(Decrease) in Fund Balance	<u>\$ (16,600)</u>		<u>(16,405)</u>	<u>\$ 14,810</u>
Fund Balance - Beginning	89,226		56,667	
Fund Balance - Ending (Projected)	<u>\$ 72,626</u>		<u>\$ 40,262</u>	

STONEBROOK AT VENICE CDD
DS SERIES 2017
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
For the Period Starting October 1, 2019 Ending November 30, 2019

	FY2020 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
SPECIAL ASSESSMENTS - ON-ROLL (Net)	\$ 392,967	\$ 37,135	\$ - a)	\$ (37,135)
SPECIAL ASSESSMENTS - ON-ROLL Excess Fees	-	-	-	-
FUND BALANCE FORWARD	-	-	-	-
INTEREST REVENUE	430	-	77	77
TOTAL REVENUE	393,397	37,135	77	(37,058)
EXPENDITURES				
INTEREST EXPENSE	167,788	-	88,894	(88,894)
PRINCIPAL RETIREMENT May 1, 2020	205,000	-	-	-
DISCOUNTS & TAX COLLECTOR FEES	21,613	-	-	-
TOTAL EXPENDITURES	394,401	-	88,894	(88,894)
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(1,004)	37,135	(88,817)	(125,952)
OTHER FINANCING SOURCES (USES)				
BOND PROCEEDS	-	-	-	-
BOND REDEMPTION	-	-	-	-
TRANSFER-IN	-	-	-	-
TRANSFER-OUT	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	-	-	-	-
NET CHANGE IN FUND BALANCE	(1,004)	37,135	(88,817)	(125,952)
FUND BALANCE - BEGINNING	-	-	251,237	251,237
FUND BALANCE - ENDING	\$ (1,004)	\$ 37,135	\$ 162,420	\$ 125,285

a) Assessment budget reported at gross, year-to-date budget adjusted to net and actual collections reported at net pending the receipt of County's discount and collection fees information.

STONEYBROOK AT VENICE
Community Development District
Bank Reconciliation -GF Operating Accounts
November 30, 2019

	CenterState Bank Acct
Balance Per Bank Statement	\$ 47,014.41
Less: Outstanding Checks - GF & PR	(175.00)
<i>Adjusted Bank Balance</i>	<u>\$ 46,839.41</u>
Beginning Bank Balance Per Books	\$ -
Cash Receipts	47,014.41
Cash Disbursements	(175.00)
<i>Balance Per Books</i>	<u>\$ 46,839.41</u>

**STONEBROOK AT VENICE CDD
FY2020
CHECK REGISTER**

Date	Num	Name	Memo	Debit	Credit	BU Balance
EOM Balance				0.00 #	0.00	0.00
11/27/2019		Closed Suntrust Acct.	Deposit	47,014.41		47,014.41
11/27/2019	9997	FLORIDA DEPT OF ECONOMIC OPPORTUNFY20 - DEO filing fee			175.00	46,839.41
EOM Balance				47,014.41 #	175.00	46,839.41

Stoneybrook at Venice Community Development District

Financial Statements
(Unaudited)

Period Ending

December 31, 2019

STONEYBROOK AT VENICE CDD
COMBINED BALANCE SHEET
December 31, 2019

	<u>GENERAL FUND</u>	<u>SERIES 2017 FUND</u>	<u>TOTAL</u>
ASSETS:			
CASH	\$ 426,481	\$ -	\$ 426,481
DEPOSIT-UTILITY	-	-	-
ADVANCED DEPOSITS	-	-	-
INVESTMENTS:			
REVENUE FUND	-	50,385	50,385
RESERVE FUND	-	111,564	111,564
PREPAYMENT FUND	-	482	482
SINKING FUND	-	9	9
ASSESSMENTS RECEIVABLE	30,111	70,212	100,323
DUE FROM OTHER FUNDS	-	322,755	322,755
TOTAL ASSETS	<u>\$ 456,592</u>	<u>\$ 555,407</u>	<u>\$ 1,011,999</u>
 LIABILITIES & FUND BALANCE			
LIABILITIES:			
ACCOUNTS PAYABLE	\$ 10,652	\$ -	\$ 10,652
DEFERRED REVENUE (On Roll)	30,111	70,212	100,323
DUE TO OTHER FUNDS	322,755	-	322,755
 FUND BALANCES:			
NONSPENDABLE - PREPAID AND DEPOSITS	-	-	-
RESTRICTED FOR DEBT SERVICE	-	-	-
UNASSIGNED:	93,073	485,195	578,269
TOTAL LIABILITIES & FUND BALANCE	<u>\$ 456,592</u>	<u>\$ 555,407</u>	<u>\$ 1,011,999</u>

STONEYBROOK AT VENICE CDD
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
For the Period Starting October 1, 2019 Ending December 31, 2019

	FY2020 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
Revenues and Other Sources				
Carryforward	\$ 16,600	\$ -	\$ -	\$ (16,600)
Interest Income - General Account	40	-	23	(17)
Special Assessment Revenue	90,365	-	60,254	(16,617)
Special Assessment - On-Roll	<u>107,005</u>	<u>-</u>	<u>60,277</u>	<u>(33,234)</u>
Appropriations				
Legislative				
Board of Supervisor's Fees	-	-	-	-
Board of Supervisor's - FICA	-	-	-	-
Executive				
Executive Salaries	23,000	5,750	1,962	3,788
Executive Salaries - FICA	1,760	440	150	290
Executive Salaries - Insurance	-	-	-	-
Financial and Administrative				
Audit Services	4,500	4,500	4,500	-
Accounting Services	3,000	750	570	180
Assessment Roll Preparation	10,000	2,500	-	2,500
Arbitrage Rebate Fees	500	125	-	125
Administrative Services	-	-	3,347	(3,347)
Other Contractual Services				
Recording and Transcription	150	38	-	38
Legal Advertising	1,200	441	631	(190)
Trustee Services	2,795	699	-	699
Dissemination Agent Services	5,000	4,100	4,100	-
Property Appraiser Fees	-	-	-	-
Bank Service Fees	300	75	69	6
Travel and Per Diem				
Communications and Freight Services	-	-	-	-
Telephone	-	-	-	-
Postage, Freight & Messenger	75	75	96	(21)
Rentals and Leases				
Miscellaneous Equipment	-	-	-	-
Computer Services	8,560	2,140	659	1,481
Insurance				
Printing and Binding	200	50	-	50
Office Supplies				
Subscriptions and Memberships	175	175	175	-
Legal Services				
General Counsel	1,500	784	784	-
Other General Government Services				
Engineering Services	-	-	-	-
Contingencies	700	175	160	15
Stormwater Management Services				
Professional Services				
Asset Management	10,000	2,500	-	2,500
Lake Bank Erosion Report	1,200	300	-	300
Repairs and Maintenance				
Lake Bank Erosion	20,000	5,000	-	5,000
Other Fees and Charges				
Discounts and Tax Collector Fees	5,890	1,473	-	1,473
TOTAL APPROPRIATIONS	<u>107,005</u>	<u>38,589</u>	<u>23,872</u>	<u>14,717</u>
Net Increase/(Decrease) in Fund Balance	\$ (16,600)		36,406	\$ 21,189
Fund Balance - Beginning	89,226		56,667	
Fund Balance - Ending (Projected)	<u>\$ 72,626</u>		<u>\$ 93,073</u>	

STONEBROOK AT VENICE CDD
DS SERIES 2017
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
For the Period Starting October 1, 2019 Ending December 31, 2019

	FY2020 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
SPECIAL ASSESSMENTS - ON-ROLL (Net)	\$ 392,967	\$ 322,755	\$ 322,755 a)	\$ -
SPECIAL ASSESSMENTS - ON-ROLL Excess Fees	-	-	-	-
FUND BALANCE FORWARD	-	-	-	-
INTEREST REVENUE	430	-	97	97
TOTAL REVENUE	393,397	322,755	322,852	97
EXPENDITURES				
INTEREST EXPENSE	167,788	-	88,894	(88,894)
PRINCIPAL RETIREMENT May 1, 2020	205,000	-	-	-
DISCOUNTS & TAX COLLECTOR FEES	21,613	-	-	-
TOTAL EXPENDITURES	394,401	-	88,894	(88,894)
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(1,004)	322,755	233,958	(88,797)
OTHER FINANCING SOURCES (USES)				
BOND PROCEEDS	-	-	-	-
BOND REDEMPTION	-	-	-	-
TRANSFER-IN	-	-	-	-
TRANSFER-OUT	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	-	-	-	-
NET CHANGE IN FUND BALANCE	(1,004)	322,755	233,958	(88,797)
FUND BALANCE - BEGINNING	-	-	251,237	251,237
FUND BALANCE - ENDING	\$ (1,004)	\$ 322,755	\$ 485,195	\$ 162,440

a) Assessment budget reported at gross, year-to-date budget adjusted to net and actual collections reported at net pending the receipt of County's discount and collection fees information.

STONEYBROOK AT VENICE
Community Development District
Bank Reconciliation -GF Operating Accounts
December 31, 2019

	CenterState Bank Acct
Balance Per Bank Statement	\$ 426,480.77
Less: Outstanding Checks - GF & PR	-
<i>Adjusted Bank Balance</i>	<u>\$ 426,480.77</u>
Beginning Bank Balance Per Books	\$ 46,839.41
Cash Receipts	383,027.95
Cash Disbursements	(3,386.59)
<i>Balance Per Books</i>	<u>\$ 426,480.77</u>

**STONEYBROOK AT VENICE CDD
FY2020
CHECK REGISTER**

Date	Num	Name	Memo	Debit	Credit	BU Balance
EOM Balance				0.00 #	0.00	0.00
						0.00
11/27/2019		Closed Suntrust Acct.	Deposit	47,014.41		47,014.41
11/27/2019	9997	FLORIDA DEPT OF ECONOMIC OPPORTUNI	FY20 - DEO filing fee		175.00	46,839.41
EOM Balance				47,014.41 #	175.00	46,839.41
12/04/2019		Bank United	Bank Fee		5.00	46,834.41
12/05/2019		Sarasota County	Tax Distributions	30,579.76		77,414.17
12/09/2019		Sarasota County	Tax Distributions	59,181.74		136,595.91
12/18/2019		Sarasota County	Tax Distributions	261,877.37		398,473.28
12/19/2019	9998	DPFG	CDD Mgmt Nov/Dec		3,347.23	395,126.05
12/27/2019	ACH12272019	Bank United	Business Checks		34.36	395,091.69
12/31/2019		Bank United	Interest	0.26		395,091.95
12/31/2019		Sarasota County	Tax Distributions	31,368.81		426,460.76
12/31/2019		Bank United	Bank Interest	20.01		426,480.77
EOM Balance				383,027.95 #	3,386.59	426,480.77

EXHIBIT 3.

Stoneybrook at Venice CDD
Website provider comparison

Annual	ADASC	Campus Suite
Website Hosting Service (incl. backup + security)	\$ 300	\$ 615
Accessibility monitoring + reports	incl below	incl. above
PDF Accessibility Compliance (remediation, dashboard)	\$ 1,200	\$ 900
Conversion of PDF	\$ 99 1 yrs worth	incl. above up to 750 pgs
Annual Total	\$ 1,599	\$ 1,515

Year 1		
Migration of current site	\$ 1,200 1 yrs worth	\$ 1,470 up to 1500 pgs
First year total (Migration + Annual)	\$ 2,799	\$ 2,985

Remediation cost per page \$3.95 \$1.05-\$1.75

Insurance \$2mil liab at least \$1mil liab

Example of website Longleaf Ballantrae, Stoneybrook North

<https://www.longleafcommunity.com/>

<https://www.ballantraecdd.org/>

<https://www.stoneybrooknorthcdd.org/>

ArtStudio Graphics

1416 NW 46th St
St #105 -143
Seattle WA 98107

111 Second Avenue NE
Ste 900
St. Petersburg, FL 33701

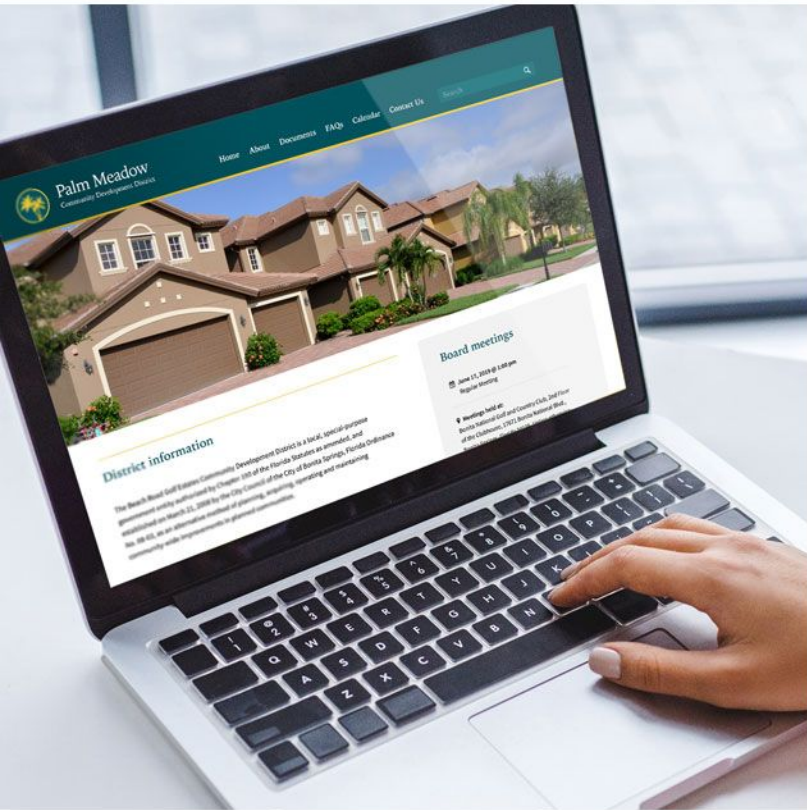
Here is a quick list of what I bill for.

- Website hosting SSL included: \$65.00 per month
 - Includes backup
 - MySQL
 - PHP
 - Secure custom control panel
- Domain registration: \$25.00 per year
- Website work/updates: \$100.00 per hour

Currently the website is connected to Jim's control panel. I would need to separate and create your own control panel. This will allow you to update any of the pages of the website's content. You can upload PDF files, agendas, minutes, etc. Once this is online there is no additional cost with it unless you want changes.

Once a year I like to do an accessibility check to make sure you are compliant with current guidelines. You would receive a list of recommendations to change on the website. It is your choice to do them or not. This should be done at the beginning of the year.

Rusty Monette



Keeping your community informed. And you compliant.

Stoneybrook at Venice Community Development District

Proposal date: 2019-10-31

Proposal ID: QYAXI-BJPSJ-EZCKC-LPN6Q

Pricing.....	2
Services.....	3-5
FAQs.....	6
Statement of work.....	7-8
Terms and conditions.....	9-12



Ted Saul

Director - Digital Communication

 *Certified Specialist*

campus
suite

Pricing

Effective date: 2019-12-01

Implementation	Quantity	Subtotal
On-boarding of ADA Compliant Website and Remediation of Historical Documents <ul style="list-style-type: none">• Migration website pages and present on a staged website for approval• Initial PDF Accessibility Compliance Service for 1500 pages of remediation	1	\$1,470.00
<hr/>		
Annual ongoing services	Quantity	Subtotal
Website services <ul style="list-style-type: none">• Hosting, support and training for users• Website management tools to make updates• Secure certification (https)• Monthly accessibility site reporting, monitoring and error corrections	1	\$615.00
<hr/>		
Ongoing PDF Accessibility Compliance Service <ul style="list-style-type: none">• Remediation of all PDFs stored on your website• Remediation of up to 750 PDF pages• Dashboard for reporting and managing all PDFs• 48-hour turnaround for fixes for board agendas• PDF manager dashboard	750*	\$900.00
<hr/>		
Social Media Manager		Included

*Maximum PDF pages per 12 month period

Total: \$2,985.00





Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

Keeping it all accessible – and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

Designed for districts



Easy-to-update website, hosting and support



Worry-free ADA-compliance, auditing and full reporting



Meets Florida statutes and federal laws

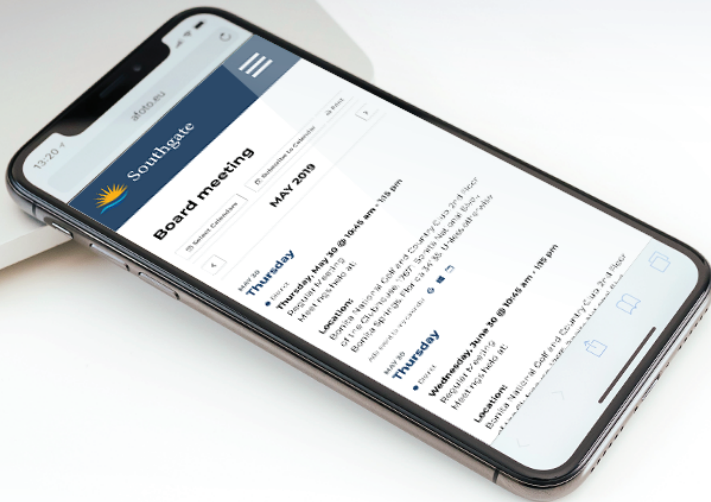


Save CDD board time and money

Keeping your community informed and compliant.



Accessibility Compliance
with Campus Suite



We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- ✓ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes



A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..



**Campus Suite Academy
Website Accessibility Center**

www.campussuite.com/accessibility-center

Frequently asked questions

For PDF service, what is the price per page?

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

What does the PDF scan and remediation process look like?

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

What does the ADA managed service process for our website look like?

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

How long does it take?

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

What standards do you follow for ADA?

We follow WCAG AA 2.1 guidelines

Are there any hidden fees?

No.

How long does it take to build the website?

It depends upon your responsiveness, but generally only a couple of weeks.

Can we change the design of our website?

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

Do your sites offer a calendar?

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
 1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
 2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
 3. Display an ADA compliance shield, seal, or certification;
 4. Provide options to create a CDD-branded design (colors, logo, etc...)
 5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
 6. Be free of any commercial advertising;
 7. Be free of any known spyware, virus, or malware;
 8. Secure certification (https)
 9. Secure cloud hosting with fail-overs
 10. Allow for data backups, and record retention as required by law;
 11. Allow for the display a calendar, reservation request form, and newsletter;
 12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
 13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.*
2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District’s website.
3. **Maintenance and Management of the Website.**
 1. Contractor will manage and maintain the website;
 2. Remediate in an ADA compliant format new documents (a not to exceed 750 pages per year) uploaded by the District Manager to the document portal;*
 1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
 3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;
 4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and

5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

4. Monthly Auditing and Remediation Services.

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

5. Support Services.

Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

Website Creation and Management Agreement

This Website Creation and Management Agreement (this “Agreement”) is entered into as of 2019-12-01, between the Stoneybrook at Venice Community Development District, whose mailing address is 27127 Calle Arroyo, San Juan Capistrano, CA 92675 (the “District”) and Innersync Studio, LLC., an Ohio limited liability company (d/b/a Campus Suite), whose mailing address is 752 Dunwoodie Dr., Cincinnati, Ohio 45230 (the “Contractor”).

Background Information:

The District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes. The District is required to have a website and desires to have a website created, regularly updated, managed, inspected, and remediated to ensure compliance with the Americans with Disabilities Act (the “ADA”). The Contractor has the technical expertise to provide the above-mentioned services. The District desires to retain the Contractor to provide services as described in this Agreement.

Operative Provisions:

1. Incorporation of Background Information. The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.

2. Scope of Services. The Contractor will perform all work, including all labor, equipment, and supervision necessary to perform the services described in the “Statement of Work” attached hereto.

3. Term and Renewal. The initial term of this Agreement will be for one year from the date of this Agreement. At the end of the initial term, this Agreement will automatically renew for subsequent one-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provisions below.

4. Termination.

a. Either party may terminate this Agreement without cause, with an effective termination date of the next scheduled renewal date, by providing at least thirty (30) days written (letter, facsimile, email) notice to the other party prior to the next renewal date.

b. Either party may terminate this Agreement with cause for material breach provided, however, that the terminating party has given the other party at least thirty (30) days written (letter, facsimile, email) of, and

the opportunity to cure the breach.

c. Upon termination of this Agreement:

- i. The Contractor will be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. If any deposit or advanced payments exceeds these costs, Contractor will refund the appropriate amount to the District.
- ii. The Contractor will provide the District or its designee with all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the server, at a cost not to exceed \$50 to the District.
- iii. The Contractor will be permitted to remove its name and ADA compliance shield, seal, or certificate from the website on the effective date of the termination.
- iv. If the Contractor was using certain software (including content management software) that is proprietary and was licensed to the District during the term of the Agreement, then the Contractor shall coordinate with the District as to the end of the license or simply create a simple splash page of the District with information on the transition to a new website.

5. Compensation and Prompt Payment.

- a. Upon execution of this Agreement, the District agrees to pay Contractor for a one-time payment of \$1,470.00 for the On-boarding of ADA Compliant Website and Remediation of Historical Documents.
- b. Starting on December 1, 2019 the District agrees to compensate the Contractor \$1,515.00 for Domain Fee, Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on an annual basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.

6. Additional Work. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties will agree in writing to an addendum (for changes to the regular services) or work authorization order (for all other services). The Contractor will be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

7. Ownership of Website, Domain Name, and Content. The District will be the owner of the website, domain name, and all content (including remediated content provided by the Contractor) on the website.

8. No Infringement of Intellectual Property. Contractor warrants and represents that neither the Statement of Work nor any product or services provided by Contractor will infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. Contractor shall take all steps to ensure that the District has no access to confidential software or data that is proprietary (whether it's the Contractor's or another provider's through a license agreement).

9. Promotion. The District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

10. Warranty. The Contractor warrants that the work: (a) will conform to the requirements of the Statement of Work, (b) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and WCAG regulations, and (c) will be performed without defects in workmanship or in code. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

11. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

12. Compliance with Governmental Regulations. The Contractor will comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and will hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Contractor is solely responsible for complying with all applicable laws pertaining to website accessibility, including but not limited to the ADA and those certain WCAG standards, and other web accessibility guidelines as amended from time to time.

13. Insurance. Contractor will, at its own expense, maintain commercial general liability insurance coverage of no less than \$1,000,000 for the duration of the term of this Agreement and for any renewals of the term, as mutually agreed upon by the parties, which names the District, its officers, agents, staff, and employees as an additional insured. The Contractor will deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers

Compensation insurance as required by law.

14. Limitation of Liability. Either party's total liability under this Agreement, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim. Contractor shall not be liable for ADA compliance of any content posted by the District without first being remediated by the Contractor.

15. Indemnification. Contractor agrees to, subject to the limitation of liability described above, indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries or damage 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 will constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing. Obligations under this section will 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.

16. Conditions Precedent Prior to Any Litigation. In the event that either party is dissatisfied with the other party and as a condition precedent prior to commencing any litigation, such party shall communicate in writing to the other party with their specific concerns. The parties shall make a good faith effort toward the resolution of any such issues. If the parties are not able to reach a mutually acceptable solution, then either party may request arbitration at their own expense. If such arbitration is requested, it shall be held within sixty (60) days of such request.

17. Remedies in the Event of Default. Subject to the limitation of liability described above, a default by either party under this Agreement will entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Nothing contained in this Agreement will limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

18. Controlling Law. This Agreement is governed under the laws of the State of Florida with venue in the county the District is located in.

19. Enforcement of Agreement. Only after satisfying the conditions precedent prior to any litigation above, in the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms

of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party, with a not to exceed limit of the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim.

20. Public Records. Contractor acknowledges the District is a special purpose unit of local government in the State of Florida, and that all documents of any kind provided to or in possession of Contractor in connection with this Agreement are subject to Florida's public records laws, pursuant to Chapter 119, Florida Statutes. As required under Section 119.0701, Florida Statutes, Contractor will (a) keep and maintain public records that would ordinarily and necessarily be required by the District in order to perform the Service Provided, 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 of reproduction permitted by law, (c) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (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. Upon receipt by Contractor of any request for copies of public records, Contractor will immediately notify the District of such request. Failure of Contractor to comply with public records laws to the extent required by statute may result in immediate termination of the Agreement.

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 _____, OR BY EMAIL AT _____, OR BY REGULAR MAIL AT _____.

21. 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 will immediately notify the District whereupon this Agreement may be terminated by the District.

22. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

23. Assignment. This Agreement is not transferrable or assignable by either party without the written approval of both parties.

24. Amendment. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

25. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

26. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be an original; however, all such counterparts together will constitute, but one and the same instrument.

27. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement supersedes and subsumes any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement controls over provisions in any exhibit.

Innersync Studio, LLC. d/b/a Campus Suite	Stoneybrook at Venice Community Development District
_____ Steve Williams VP of Marketing	_____ Print name _____ Date

MASTER SERVICES AGREEMENT
ADA SITE COMPLIANCE, LLC

This Master Services Agreement (this "**Agreement**") is entered into as of December 12, 2019, between Stoneybrook at Venice CDD, a unit of government, with a place of business and notice address at 15310 Amberly Drive, Suite 175, Tampa, FL 33647 ("**Customer**") and ADA Site Compliance, LLC, a Delaware limited liability company authorized to do business in Florida, with a place of business and notice address at 6400 Boynton Beach Boulevard, No. 742721, Boynton Beach, FL 33474 ("**ADASC**"), and shall become effective upon Customer and ADASC executing a Statement of Work, which shall be attached to this Agreement and incorporated herein by this reference. Customer and ADASC may also each be referred to herein individually as a "**Party**," and collectively as the "**Parties**."

IN CONSIDERATION of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, wishing to be legally bound by this Agreement, agree as follows:

1. PRODUCTS AND SERVICES.

1.1. Statement(s) of Work. Pursuant to this Agreement, ADASC shall provide Customer with ADASC's website and web application technological and/or human expert accessibility auditing and related services ("**Services**") and products and/or software (collectively, as applicable, the "**Products**") set forth in one or more Statements of Work to be mutually executed by the Parties that reference and are subject to the terms of this Agreement (each, a "**SOW**"). In return for such Services, Products, and Deliverables (hereinafter defined) (collectively, the "**Services**"), Customer shall pay ADASC the fees and expenses set forth in the applicable SOW/Proposal in accordance with the payment terms set forth therein.

1.2. Customer Requested Changes. At any time, Customer may request a change to the Services that have been described in a SOW (in each case, a "**Change**"). Upon receipt of a Change request from Customer, ADASC agrees to respond in writing within five (5) business days of its receipt thereof, advising Customer of any additional cost, scheduling, or other impacts on the Services arising from the requested Change. If the Parties agree to proceed with any requested Change, the terms associated with such Change must be incorporated into an amendment to the applicable SOW that is mutually executed by the Parties prior to ADASC's implementation of the Change. If the Parties do not agree to proceed with any requested Change, the Parties shall continue to operate in accordance with the terms of the then-existing Agreement and SOW(s).

1.3. Deliverables. Unless otherwise provided in a SOW, with respect to any compliance audit reports, data, software, tools, remediation services or other works of any kind designated to be made, conceived, or developed by ADASC in connection with a SOW (collectively, as applicable, the "**Deliverables**"), Customer shall have the right to review such Deliverables upon their

completion by ADASC only to determine if they conform to the applicable written specifications stated in the SOW (collectively, the "**Acceptance Criteria**"). Customer will notify ADASC within seven (7) business days of delivery of the Deliverables if, in Customer's good faith determination, the Deliverables have not met the Acceptance Criteria, and that therefore acceptance has not occurred. In the event acceptance of any Deliverables does not occur, ADASC will, at its cost, make any necessary changes to the Deliverable within a commercially reasonable time frame so that they conform to the Acceptance Criteria, and resubmit the Deliverables to Customer. If Customer does not, however, notify ADASC within seven (7) business days of the delivery of any Deliverables that such Deliverables have not met the Acceptance Criteria, the Deliverable shall be deemed to conform to the specifications in the applicable SOW, and to have been accepted by Customer.

2. INVOICES AND PAYMENTS.

2.1. Invoices. All payments are due within Thirty (30) days of the execution of the proposal. Customer will reimburse ADASC for travel and other pre-approved expenses. All payments required by this Agreement are exclusive of federal, state or other governmental taxes and excises, and Customer will be responsible for all such taxes and amounts and agrees to defend and hold ADASC harmless from any claim against ADASC for any such amount.

2.2. Disputed Amounts. Late payments (other than Disputed Amounts that are determined not to be in fact due or owing to ADASC) not received within five (5) days of the due date stated in all applicable SOWs will be subject to a late fee of 1.5% per month on all unpaid balances. Customer agrees that it will be responsible for all of ADASC's costs and expenses, including collection agency fees, court costs, and reasonable attorneys' fees, incurred by ADASC to collect any monies owed by Customer or to otherwise enforce the terms of this Agreement. ADASC reserves the right to suspend or terminate Services and to withhold Deliverables immediately without notice for non-payment of monies owed under this Agreement.

Customer may only withhold payment of amounts that it in good faith disputes to be due or owing ("**Disputed Amounts**"). In such case, Customer shall nonetheless pay any undisputed amounts and provide to ADASC a sufficiently detailed written explanation of the basis for its withholding of the Disputed Amounts no later than ten (10) days after their due date. Any controversy relating to amounts owed by Customer hereunder shall be considered a "Dispute" (defined below) and subject to the resolution procedures provided in this Agreement. If it is determined that any Disputed Amounts are in fact owed to ADASC, Customer shall pay to ADASC such Disputed Amounts within five (5) days of such resolution, plus any applicable late fees, interest, and/or ADASC's reasonable costs of collection. To the extent the provisions of this section conflict with the State's Prompt Payment Act or the Customer's adopted

dispute resolution procedures pursuant thereto, the Prompt Payment Act and such adopted procedures shall control.

3. TERM AND TERMINATION.

3.1. Term. This Agreement shall become effective when Customer and ADASC first execute a Proposal or SOW and shall remain in effect until terminated as provided herein ("**Term**").

3.2. Termination by either Party for Cause. This Agreement and/or any individual SOW may be terminated by either Party (i) in the event the other Party fails to cure or take reasonable steps to cure a breach of any material term of this Agreement or any applicable SOW within ten (10) business days of receipt of written notice describing such breach; or (ii) immediately upon the giving of written notice by such Party in the event the other Party is adjudged insolvent or bankrupt, or upon the institution of any proceeding against the other Party seeking relief, reorganization, or arrangement under any laws relating to insolvency, or upon the appointment of a receiver, liquidator, or trustee of any of the other Party's property or assets, or upon liquidation, dissolution, or winding up of the other Party's business.

3.3 Termination Without Cause. Either Party may terminate without cause upon sixty (60) days prior written notice to the other Party. However, upon any termination of this Agreement, ADASC shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to any amounts being under Dispute, which shall be addressed in accordance with Section 8.3 of this Agreement.

3.4 Transition Services. ADASC shall work with the Customer to ensure a seamless and smooth transition in the event of termination, with or without cause, to the Customer's contracted entity ("**Contracted Entity**") assisting with the transition of the Services after termination ("**Transition Services**"); provided, however, that ADASC shall only be required to provide such Transition Services for a reasonable amount of time, not to exceed one (1) month after the effective date of the termination. Upon Customer's request, ADASC shall include as part of its Transition Services consultations with the Contracted Entity, provided that ADASC shall be entitled to payment for such consultations at a rate of \$250 per hour. If any other Transition Services are provided, ADASC shall be reimbursed for such services at a price mutually agreed to by the Parties.

3.5 Support Services. Notwithstanding any of the provisions under Section 3.4, in the event of termination of this Agreement by either party for any reason, all Services performed by ADASC shall immediately cease. ADASC will not continue to provide support for the ADASC Theme, including but not limited to, any updates, modifications, improvements, audits, use of the ADASC

compliance shield, or any Services more particularly set forth in the Proposal or SOW.

4. REPRESENTATIONS, WARRANTIES & COVENANTS

4.1. General. The essence of this Agreement is the following: ADASC represents, warrants, and covenants that (a) the Services shall be performed and/or provided by qualified personnel in a professional and workmanlike manner; and (b) the Services provided by ADASC shall not infringe, misappropriate, or otherwise violate the intellectual property rights of any third party. Each Party also represents and warrants that it has the full right and authority to enter into this Agreement and perform its obligations hereunder.

4.2. Disclaimer of All Other Warranties. CUSTOMER ACKNOWLEDGES THAT ASSESSING ACCESSIBILITY AND REMEDIATION IS HIGHLY COMPLEX, SUBJECTIVE AND CHANGEABLE, AND AS SUCH, ACHIEVING ABSOLUTE OR TOTAL COMPLIANCE IS DIFFICULT WITHOUT CLEAR REGULATORY GUIDANCE. THEREFORE, ADASC MAKES NO WARRANTY THAT THE SERVICES WILL FIND ALL ACCESSIBILITY CONCERNS IN CUSTOMER'S WEBSITES, APPS, PDFS, OR SERVER(S), OR THAT THE SOLUTIONS SUGGESTED AND ADVICE PROVIDED IN ANY REPORT ADASC MAY PROVIDE TO CUSTOMER FROM TIME TO TIME WILL BE COMPLETE OR ERROR-FREE. WHILE TECHNOLOGICAL AUDITING SUCH AS THAT PROVIDED BY ADASC (WHICH TYPICALLY CAN DETECT APPROXIMATELY 30% OF ACCESSIBILITY ISSUES) MAY BE A GOOD STARTING POINT IN CUSTOMER'S EFFORTS TOWARD COMPLIANCE, HUMAN EXPERT AUDITING IS ALSO NECESSARY. ADASC STRONGLY RECOMMENDS THAT CUSTOMER REGULARLY ENGAGE IN HUMAN EXPERT AUDITING AND TECHNOLOGICAL AUDITING OF ITS WEBSITE(S), APPLICATION(S), AND SERVER(S) IN ORDER TO ASSURE THE HIGHEST POSSIBLE LEVEL OF ACCESSIBILITY, COMPLIANCE, AND USABILITY; NEVERTHELESS CUSTOMER ACKNOWLEDGES THAT EVEN WITH THE RECOMMENDED UTILIZATION OF BOTH TECHNOLOGICAL AUDITING SERVICES AND ROUTINE HUMAN AUDITS, ABSOLUTE OR TOTAL COMPLIANCE REMAINS DIFFICULT WITHOUT CLEAR REGULATORY GUIDANCE. ADASC DOES NOT GUARANTY ANY SPECIFIC LEVEL OF ACCESSIBILITY OR COMPLIANCE AND ASSUMES NO RESPONSIBILITY IN THE EVENT A CLAIM IS MADE AGAINST CUSTOMER BASED UPON OR ALLEGING A LACK OF OR FAILURE IN ACCESSIBILITY OR COMPLIANCE WITH APPLICABLE ACCESSIBILITY LAWS, REGULATIONS, AND/OR STANDARDS. ADASC SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR

WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

4.3. Customer's Covenant of Compliance with Laws. Customer is responsible for complying with applicable laws pertaining to Customer's website, web applications, and business, including, without limitation, tax laws, laws governing electronic commerce, and US Export laws.

5. CONFIDENTIALITY.

5.1 Confidentiality. Customer and ADASC each agree to hold Confidential Information in confidence and not to disclose it to any third party without the prior written consent of the other party. Customer and ADASC agree to use the Confidential Information only for the purpose of performing under this Agreement. Further, the receiving party shall use the same degree of care it uses with respect to its own Confidential Information to prevent the unauthorized disclosure to a third party of any Confidential Information of the disclosing party, but in no event less than reasonable care. As used in this Agreement, "**Confidential Information**" shall mean non-public, proprietary ADASC Material, and which is considered non-public and confidential under State Statutes, and other law, and which is disclosed by ADASC or on its behalf whether before, on or after the date hereof, directly or indirectly, in writing, orally, by visual inspection or otherwise, to Customer or any of its employees or agents. The ADASC Theme (as defined herein) is deemed Confidential Information. Customer Confidential Information shall mean any material made confidential pursuant to State Statutes. The obligations to protect Confidential Information under this section shall not apply to information which: (a) is or becomes publicly known through no act or failure to act on the part of the receiving party; (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (c) became rightfully known to the receiving party, without confidentiality restrictions, from a source other than the disclosing party; (d) is approved by the disclosing party for disclosure; (e) is or was developed independently by the receiving party without use of the Confidential Information and without violation of any confidentiality restriction; (f) is required to be disclosed by law; or (g) is work product paid for by the Customer pursuant to this Agreement and not deemed ADASC Material hereunder.

6. INTELLECTUAL PROPERTY.

6.1. ADASC Materials. Except as provided herein, as between the Parties, ADASC shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, trade secrets, know-hows, and other intellectual property or proprietary rights (collectively, "**IP**") of ADASC used in or otherwise associated with the Services provided to Customer hereunder, and (ii) all trade secrets, technical specifications, and data to the extent they are IP

and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by ADASC, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively "**ADASC Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive ADASC of any of its intellectual property or other proprietary interests associated therewith. The ADASC Materials shall include (i) any website theme and specialized coding for such theme authored, conceived, devised, developed, modified, and/or reduced to practice by ADASC outside of ADASC's performance under this Agreement (the "**ADASC Theme**") and (ii) any specialized coding for the ADASC Theme authored, conceived, devised, developed, modified, and/or reduced to practice by ADASC under this Agreement, but shall not include any other website theme and the coding of such theme authored, conceived, devised, developed, modified, and/or reduced to practice by ADASC pursuant to an SOW or Customer as a derivative work. Subject to the foregoing, and Customer's payment of the applicable fees set forth in an SOW or Proposal, ADASC grants Customer a non-exclusive, non-transferable worldwide limited right and license to access and use the Deliverables and the ADASC Materials in connection with the ordinary and intended use by Customer thereof as provided hereunder and in the applicable SOW ("**Single Use License**"). The Single Use License set forth in the immediately preceding sentence (x) includes Customer's right to view, download, and print the Deliverables for Customer's use, and without in any case removing ADASC's copyright, trademark, or other intellectual property ownership notices; (y) is limited to only one Customer website, and (z) includes Customer's right to use the ADASC Theme, in whole or in part, to develop derivative works on Customer's one website. Notwithstanding the Single Use License granted to Customer under this Section, under no circumstances may the Products, Deliverables, or ADASC Materials, or any portion thereof or any derivative work, be used as the basis for creating a product that is intended for sale, license, or distribution to others (regardless of whether such distribution is for profit or free) in a manner that would compete, directly or indirectly, with ADASC in offering the Products, Deliverables, or ADASC Materials for sale, license or distribution. Customer has no right to distribute the ADASC Theme, whether modified or unmodified, to any third party. The use of the Products, Deliverables and/or ADASC Materials in contravention of the Single Use License granted under this Section is strictly prohibited and will be deemed a material breach of this Agreement.

6.2. Customer Materials; Publicity and Trademarks. (A)

Notwithstanding anything else provided in this Agreement, Customer shall own the website, the website's domain name and all related uniform resource locators, and all website and application content, including without limit, all documents, content, pictures, video, audio, and text on the website, authored, conceived, devised, developed, modified, and/or reduced to practice by ADASC pursuant to this Agreement, and all metadata associated therewith, created or modified by ADASC pursuant to this Agreement and/or provided or made available by Customer to ADASC, under all circumstances ("**Customer**

Materials”). In the event of a termination of this Agreement for any reason, ADASC shall take all necessary steps to transfer, or otherwise allow Customer to retain such Customer Materials as further provided in Section 3.

(B) Notwithstanding anything provided in Section 6.2(A), the ADASC Theme and any specialized coding for the ADASC Theme authored, conceived, devised, developed, modified, and/or reduced to practice by ADASC under this Agreement is ADASC Material. In the event of termination of this Agreement for any reason, the Single Use License defined under Section 6.1 of this Agreement shall immediately terminate, and the Transition Services under Section 3.4 shall come into effect.

(C) Customer will not, at any time, have the right or license to, and agrees that it will not, without ADASC’s prior written consent, manufacture, sell, or otherwise distribute a device, service, or product that was developed or manufactured using any ADASC Intellectual Property, either for its own account or for any third party, or assist any third party in so doing. Customer agrees that it will not engage in, nor will it authorize others to engage in, the reverse engineering, disassembly, decompilation, or the recompilation of any ADASC Intellectual Property except as permitted under this Agreement.

(D) Additionally, to the extent applicable, ADASC shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under the State’s Public Records Laws. Except as provided herein, as between the Parties, Customer shall retain all right, title, and interest in and to all IP of Customer provided or made available to ADASC in connection with ADASC’s Services (collectively in this paragraph, “**Customer IP**”) and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Customer of any of its IP or other proprietary interests associated therewith, if any. Subject to the foregoing, Customer grants ADASC a non-exclusive, non-transferable worldwide limited right and license to access and use such Customer IP in connection with the provision of the Services to Customer hereunder. Further, Customer permits ADASC to identify Customer as a customer of ADASC in ADASC’s marketing materials (including using Customer’s name and logo for such limited purposes).

(E) Customer further acknowledges and agrees that for ADASC to perform the Services, it must, in some cases, give ADASC remote access to areas behind logins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, the “System”), and agrees that it will furnish to ADASC all necessary information and/or user names and passwords required to do so. ADASC agrees to follow commercially reasonable security policies for accessing Customer’s System including any specific security procedures as may be communicated to ADASC by Customer in writing prior to ADASC accessing the System. ADASC hereby recognizes that all data

may be a public record and therefore is required to be retained unless otherwise directed in writing by the Customer.

6.3 Right to Display ADASC Compliance Shield / Accessibility Policy.

Customer may display an ADASC-provided compliance shield and customized accessibility policy on its websites or web applications. The provided ADASC compliance shield and customized accessibility policy shall remain under the full ownership and control of ADASC. ADASC shall retain the right at any time and in its sole discretion to withdraw its authorization to display such compliance shield and customized accessibility policy. Customer is expressly prohibited from using an ADASC compliance shield and customized accessibility policy for any purpose not specifically authorized by this Agreement or by an applicable SOW, and in no event may use such shield for or on behalf of any other party or in connection with any domain name and/or organization name other than those being serviced in connection with the Services.

6.4 Recording of Training Sessions. Customer shall not record any training session(s) relating to the Services provided without the prior written consent of ADASC. ADASC shall retain all intellectual property rights to the recorded material and grants Customer a Limited License to display, share, and/or incorporate into its own training material, the recorded material for current and future employees of Customer. Customer shall not, including but not limited to, display, share, assign, license, sell, or otherwise disseminate the recorded material to any third party, including but not limited to, any parent company, subsidiary, associated department, subdivision, affiliates, committee, officer, board of directors, governing body, or any entity not in direct privity of this Agreement, any recorded materials under this Limited License.

This Limited License shall remain in effect in perpetuity, or so long as Customer, as an entity, remains intact and has not altered its structure. In the event of, including but not limited to, any merger, buy-out, acquisition, or any event that may change, alter, or compromise the status of Customer, Customer shall request and obtain a new license from ADASC prior to the continued use of any and all recorded materials.

6.5 Derivative Works. All rights, title, copyright, and interest in all Derivative Works and improvements created by, or on behalf of, Customer will be the property of Customer so long as the Works do not violate the language set forth in Section 5 or Section 6 of this Agreement. Customer shall be entitled to protect intellectual property in all such derivative works and improvements as it may see fit, including by seeking copyright or patent protection. Notwithstanding the immediately preceding sentence, Customer may mark with its own copyright notice and register copyrights in derivative works as works that constitute original works of authorship, so long as such derivative

works are identified in such registration as based upon pre-existing works of ADASC.

7. INDEMNITY.

7.1 ADASC agrees to indemnify and hold harmless the Customer and its officers, supervisors, staff, employees, successors, assigns, members, affiliates, attorneys or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the Customer, or loss or damage, whether monetary or otherwise, including but not limited to an ADA website related claim by a third-party, arising out of, wholly or in part by, ADASC's willfully reckless or willfully negligent act or omission.

7.2 Neither Party shall be liable to the other Party for consequential damages or lost profits pursuant to this Agreement.

7.3 Notwithstanding any provision to the contrary within this Agreement, Customer does not waive any Sovereign Immunity or the limitations contained in State Statutes, or any successor statute or statutes thereto, or other provisions of law.

8. GENERAL PROVISIONS.

8.1. Order of Precedence. The terms of this Agreement and any SOW are intended to complement each other, and to the extent they conflict, the terms of any SOW shall supersede conflicting terms and conditions in this Agreement, but solely with respect to Services provided pursuant to such SOW.

8.2. Subcontractors. Unless otherwise provided in a SOW, ADASC may provide Services hereunder through subcontractors and/or affiliates and such subcontractors and/or affiliates shall be bound by the terms of this Agreement.

8.3. Dispute Resolution. Before initiating any legal claim or action (except with respect to equitable relief), the Parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, a "**Dispute**") through discussions which shall be initiated upon written notice of a Dispute by either Party to the other Party. If the Parties cannot resolve the Dispute within fifteen (15) business days, then the Parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the Parties may then proceed to filing a claim in the appropriate jurisdictional court. The Parties hereby consent to the exclusive jurisdiction of the federal and state courts in Palm Beach County, Florida for purposes of any claims for equitable relief or claim in anyway related to this Agreement and waive any defense of inconvenient forum or venue. The prevailing party in any such dispute shall be entitled to claim its costs and fees

incurred in litigating any such dispute, including reasonable attorney's fees, court, and experts' costs through all appeals.

8.4. Status. ADASC is an independent contractor and not an employee, agent or representative of Customer. Nothing in this Agreement shall be construed as creating an employer-employee, partnership, joint venture or agency relationship.

8.5. Notices. Any notice required or permitted hereunder shall be in writing and shall be deemed duly given if delivered to a Party at its address set forth in the preamble of this Agreement (or the most recent address provided by such Party for notice purposes) by (i) hand delivery, (ii) certified mail, postage prepaid, return receipt requested, or (iii) recognized overnight delivery service. A notice shall be deemed received on date of delivery, if hand delivered or delivered by overnight delivery service (as reflected in the carrier's records), or five (5) days from date of mailing, if mailed by certified mail.

8.6. Entire Agreement; Severability. This Agreement, together with any SOWs, sets forth the entire agreement of the Parties, and supersedes any prior agreements or statements with respect to the subject matter hereof. If any part of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement will remain in full force and effect and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

8.7. Assignment. This Agreement may not be assigned by Customer except with the prior written consent of ADASC. ADASC may assign this Agreement without Customer's consent to the purchaser in connection with a sale of ADASC's business, provided the purchaser agrees to assume all obligations of ADASC hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and lawful permitted assigns.

8.8. Amendments and Waivers. This Agreement may be amended or modified only by a written instrument duly executed by each Party. No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the Party who might assert such breach. Any failure or delay by either Party to exercise any right, power, or privilege under the Agreement shall not be deemed a waiver of any such right, power, or privilege under the Agreement on that or any subsequent occasion.

8.9. Governing Law. This Agreement shall be governed by the laws of the State of Florida, without reference to conflicts of law principles that would cause the application of the law of any other jurisdiction.

8.10. Force Majeure. If either Party is prevented from performing any of its obligations under this Agreement due to any cause beyond the Party's

reasonable control, including, without limitations, an “act of God,” fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that Party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

8.11. Survival. In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 4 (Representations, Warranties & Covenants), Section 5 (Confidentiality), Section 6 (Intellectual Property), Section 7 (Indemnity), Section 8 (General Provisions), and Customer's payment obligations under any Proposal or SOW shall survive any termination or expiration of this Agreement.

8.12 Waiver Any waiver by either Party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such Party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

8.13 Counterparts. By using ADASC's Services, Customer consents to have this Agreement provided in electronic/digital form. Please print a copy of this document for your records. This Agreement and any modification may be executed and delivered (including by facsimile, portable document format (.pdf) transmission, or via any online e-signature platform) in one or more counterparts, and by each Party in separate counterparts, each of which when executed will be deemed to be an original, and all of which taken together will constitute one and the same Agreement.

8.14 No Construction Against the Drafter. In the interpretation of this Agreement, the ‘*contra proferentem*’ rule of contract construction shall not apply, this Agreement being the product of negotiations between commercially sophisticated Parties, and therefore shall not be interpreted in favor of or against any Party by the sole reason of the extent to which such Party or its professional advisors participated or did not participate in the drafting of this Agreement.

8.15 Headings. Headings included herein are for convenience only and shall not be used to construe or interpret this Agreement.

8.16 Public Records. ADASC understands and agrees that all documents of any kind provided to the Customer in connection with this Agreement may be public records, and accordingly, ADASC agrees to comply with all applicable provisions of State law in handling such records. ADASC acknowledges that the designated public records custodian for the Customer is _____ (“Public Records Custodian”). Among other requirements and to the extent applicable by law, ADASC shall: 1) keep and maintain public records required by the Customer to perform the service; 2)

upon request by the Public Records Custodian, provide the Customer with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in State Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if ADASC does not transfer the records to the Public Records Custodian of the Customer; and 4) upon completion of the contract, transfer to the Customer, at no cost, all public records in ADASC's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to State laws. When such public records are transferred by ADASC, ADASC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Customer in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF ADASC HAS QUESTIONS REGARDING THE APPLICATION OF STATE STATUTES, TO ADASC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT _____, _____ .COM, OR _____.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Master Services Agreement as of the date first set forth above.

ADA SITE COMPLIANCE, LLC

STONEBROOK AT VENICE CDD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Stoneybrook at Venice CDD

Website Compliance and Accessibility



Dear Stoneybrook at Venice CDD Board Members:

Thank you for the chance to present our company, ADA Site Compliance, the leader in website accessibility for Florida's community development districts. We've worked with 200+ CDDs and government entities, and hundreds of businesses, including some of the world's best-known brands. We're confident that our expertise in website and PDF accessibility makes us the right choice for Stoneybrook at Venice.

We realize you have a choice when selecting any vendor. We also know that ADA website and PDF accessibility are highly specialized, so it's important for you to understand what sets one company apart from another. Below are a few key facts you should know about us:

1. We have one business – website and PDF accessibility and compliance – and we do it the right way

Since the explosion of ADA website lawsuits two years ago, many companies in fields like web design and SEO are now seeking a new revenue stream in digital accessibility. Many are good marketers but simply lack the skills and knowledge to properly do this work. At ADASC, we have one business: making and keeping our clients' websites and PDFs accessible.

2. Community Development Districts are our specialty – and we have a perfect track record

We have worked with hundreds of special districts in Florida, including more than 200 CDDs. In that time, no ADASC clients who have completed their auditing and remediation have been sued. That's because we do the work the way it must be done and never take shortcuts.

3. We are the experts' experts

Our clients are also the clients of dozens of the world's largest law firms (we're happy to share a list). They continue to refer us those clients because they trust us to serve them well, to manage their risk exposure, and to keep their costs low.

We respectfully urge the board to consider these points in order to get a true apples-to-apples comparison of your options. As litigation continues against CDDs, having a truly accessible website and PDFs will save you time and money. And it's the right thing to do.

We welcome your questions and look forward to serving as your trusted resource for all your accessibility needs.

Sincerely,

The ADA Site Compliance Team

A Sampling of Our Clients



Creation of a New, Compliant & Accessible Website



\$2,799 (year 1) * Migration of current site content to new, ADA-compliant format

* Stoneybrook at Venice CDD owns 100% of the website

* No annual fee in year one

\$1,200 (annually) - Continued accessibility and ongoing compliance support as standards change

Includes:

* Ongoing annual consulting and tech support via phone, email, and web

* Quarterly tech audit reports for ongoing maintenance

* Customized Accessibility Policy

* ADASC Compliance Shield





PDFs

\$99 for PDF conversion to text/HTML format (included in year 1 pricing)

Conversion will improve PDF accessibility

Complex document remediation starts at \$1.00

Template creation available to reduce future costs

Hosting

\$300 per year (included in year 1 pricing)

Includes the following premium features:

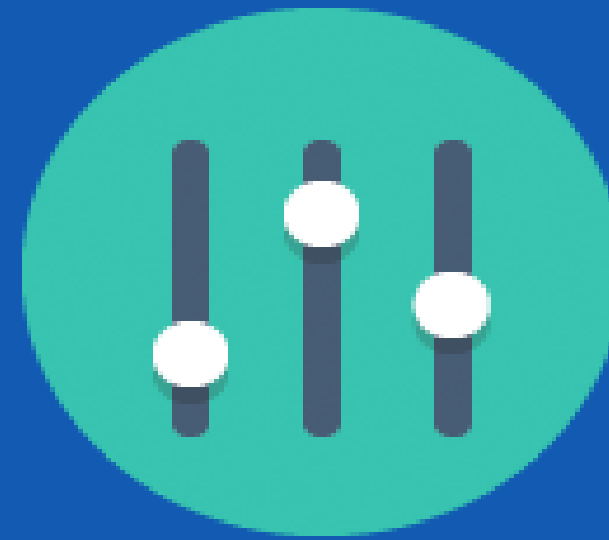
- Active firewall
- Virus protection
- SSL certificate
- Daily file and database backup
- Disaster recovery
- Server optimization

Phase 1: Risk-Mitigation



Compliance Shield

A certificate on your website indicates that you have a compliance plan in place and are taking active steps toward usability for all.



Site Accessibility Policy

A compliance plan details your strides toward access for all and lists alternate contact info for users in need of accommodations.



Compliance Audit Report

A detailed audit report shows the lines of code to be corrected and screen shots and text descriptions of every compliance failure.

Your New, Accessible & Compliant Website

Phase 2

Migration of All Content

Our technical team migrates your current content to a brand new website built to be accessible and compliant.

Phase 3

Quality Assurance

Our compliance team re-tests your new website to ensure that it meets WCAG 2.1 AA-level criteria.



Experience Counts



ADASC is proud to be the trusted partner of 200+ Florida CDDs, their board members, management companies, insurance carriers, and legal counsel.

Districts across Florida turn to us for all their accessibility and compliance needs:

- ✓ Website and PDF remediation
- ✓ Creation of new, ADA-compliant, accessible websites
- ✓ Risk-mitigation in a climate of growing litigation
- ✓ Ongoing maintenance and support of accessibility efforts
- ✓ Website hosting, back-up, and security
- ✓ Training, consulting, and expert advice

We are happy to provide you with references upon request





A Word from a Fan



"A big shout out to ADA Site Compliance, which helps businesses and public entities make their websites and PDFs accessible and compliant with the Americans with Disabilities Act. Check out ADA Site Compliance. This is a good thing to have. Compliance is a must..."

- KEVIN O'LEARY A.K.A. "MR. WONDERFUL"
ABC TV'S SHARK TANK



ADA Site Compliance

The Website & PDF Accessibility Experts Asked to Present to:



The Trusted Resource for Those That You Trust





Contact Information



ADA Site Compliance, LLC

Jeremy Horelick, Vice President
(561) 258-9518 Direct

jeremy@AdaSiteCompliance.com

www.AccessibleDistrictWebsites.com



ADA Site Compliance, LLC

Statement of Work (SOW) Agreement to Perform Consulting Services

Date	Services Performed By:	Services Performed For:
December 12, 2019	ADA Site Compliance, LLC	Stoneybrook at Venice CDD

This Statement of Work (SOW) is issued pursuant to the Master Services Agreement (“MSA”) between Stoneybrook at Venice CDD (“Customer”) and ADA Site Compliance, LLC (“Contractor”), effective December 12, 2019 (the “Agreement”). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of the Agreement, the terms of the MSA shall govern and prevail.

This SOW, effective as of December 12, 2019, is entered into by and between Contractor and Customer for Customer’s website and is subject to the terms and conditions specified below. The exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the exhibit(s) hereto, the terms of the SOW shall prevail.

Process & Engagement

Contractor uses both technological (i.e. software-based) and human expert auditing to detect compliance failures for websites, mobile applications, PDFs, and other digital assets. Contractor evaluates their accessibility against evolving web content accessibility guidelines (currently WCAG 2.1) and offers the solutions below. Contractor will deliver a website that has been audited and remediated for substantial compliance with current standards.

Contractor will migrate Customer’s existing site to an accessible and compliant theme that Contractor has built and maintains. Customer will own all site content and provide hosting, backup, and document management for the site. Post-migration, Contractor’s audit and design teams will continuously monitor Customer’s new website for its substantial compliance with current standards.

Throughout the process and afterward, Customer will receive technological audit reports that identify all errors that software can detect. As noted above, software-based reports alone cannot identify 100% of accessibility failures; at

best, they can uncover about one-third of them. As such, Customer's technological reports are intended only as a general diagnostic of the site's ongoing compliance health – not as a measure of its overall accessibility.

Scope of Work & Deliverables

Contractor shall provide the following services/deliverables for Customer and its site:

Technological Auditing

- Customized software-based auditing of the entire web domain.
- Detailed quarterly audit reports including the precise location in the code of each failure, a description of the error, a picture for visual context, and a suggested remediation step.
- Technological audit reports capture approximately one-third of known failures and are intended as a broad diagnostic and accountability tool, not as a full compliance blueprint.

Site Migration

- Contractor will migrate the content of Customer's existing website to one built on Contractor's own themes that are known to be accessible and compliant with WCAG 2.1 standards.
- Some existing functionality and content, including that provided by third-party vendors, may be impossible to migrate "as is" from the existing site to the new one, in which case another solution may be required.
- Review by Contractor's technical team leaders of the migrated site for quality assurance.

PDF Auditing, Remediation

- ADASC will convert up to one year of PDF documents to text/HTML format, which will improve their accessibility
- District may then choose to fully remediate converted documents (pricing based on document complexity)
- This Service is charged on a per-page pricing, as shown in the Fee Schedule section of this SOW
- Remediation done in accordance with WCAG 2.1 Level AA, as may be amended or updated from time to time, and PDF UA & Universal Design best practices

Web Hosting, Back-Up, & Security (optional)

- Includes active firewall, virus protection, SSL certificate, daily file and database backup, disaster recovery, and server optimization

Customized Accessibility Policy & Compliance Shield

- Indication of Customer's active engagement with recognized experts in the field of website accessibility and compliance; the deliverable is uploaded to the footer of Customer's website and acts as a deterrent to litigation from trolling plaintiffs and/or attorneys.
- Statement of Customer's specific ongoing strides toward compliance with current WCAG standards – to be posted on the website (links to ADA Compliance Shield).
- Alternate contact info for users to report inaccessible areas of Customer's website and to request assistance – to be posted on the website (links to ADA Compliance Shield).

Technical Support

- Available to Customer via email, phone, video, and (where feasible) in-person contact

Fee Schedule

\$2,400 (year one) – migration of the current website to a new site built on ADA-compliant themes and one-time Single Use License fee

\$99 – conversion of one year’s worth of PDF documents to text/HTML format

\$3.95 – full remediation of PDFs (per page)

\$300 (annually) – web hosting, back-up, and security

\$1,200 (waived in year 1; thereafter, annually) – to provide continued accessibility and ongoing compliance support

Total Year-One Cost: \$2,799

Annual Cost After Year One: \$1,200

The year 1 fee for services described in this SOW is due within 14 days of the Agreement’s execution by both parties. The annual fee for Customer’s continued use of Contractor’s Compliance Shield and accessibility policy; updates made to the accessibility policy to reflect changing standards and laws; quarterly technological auditing and reporting, and continued consulting is to be paid in full one (1) year after the execution date of this SOW.

Signatures

In witness whereof, the Parties have, by their duly authorized representatives, executed this SOW as of the date first set forth above.

ADA SITE COMPLIANCE, LLC

STONEBROOK AT VENICE CDD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT 4.

January 7, 2020

Mr. Ken Joines, District Manager
Stoneybrook at Venice Community Development District
DPFM Management & Consulting
15310 Amberly Drive, Suite 175
Tampa, Florida 33647

Re: District Engineering Services

Dear Mr. Joines:

Schappacher Engineering LLC is pleased to offer the Stoneybrook at Venice Community Development District a local team well acquainted with Community Development District's needs. Our project team consists of personnel who are not only extremely familiar with Community Development Districts, but also are experienced in providing community public works services. I have served as the District Engineer for multiple CDD's both in my previous employment with Kimley-Horn and Associates, Inc. and since starting Schappacher Engineering LLC in 2009. In fact I served as the CDD District Engineer for Stoneybrook at Venice CDD while I was employed at Kimley-Horn and Associates, Inc.

Schappacher Engineering LLC is presently teamed with the District Attorney, Andy Cohen at Venetian Golf & River Club CDD in North Venice and GreyHawk Landing CDD, Waterlefe Golf and River Club CDD and Heritage Harbour CDD in Manatee County. We have worked very well as a team to serve each of our communities and take pride in offering you the best team possible.

As Communities age there is a growing need to address infrastructure, maintenance responsibilities and stormwater issues. Our tremendous experience serving special districts, combined with the broad range of expertise represented on our multidiscipline team, makes us the perfect fit for the Stoneybrook at Venice Community Development District. We understand the role of District Engineer and the responsibility it entails and hope to demonstrate our services for the District.



Experienced Serving Other Special Districts. I will serve as your District Engineer and key point of contact. My more than 41 years (33 years of local practice) has given me opportunities to work on a wide range of projects involving all facets of civil engineering and land development in this area. I have served both public sector and private land development clients on projects including the design and construction of sanitary sewer and stormwater management systems, and roadways, in addition to serving as our construction phase services manager for numerous private and public projects. In addition to our existing CDD's, we have provided District Engineer Services for CDD located in Hillsborough and Pasco Counties and we recently

established a new CDD for Cone Ranch South, a community with a proposed unit count exceeding 1,000 homes in Parrish. As mentioned above, in my previous employment I also served as the District Engineer for Stoneybrook at Venice CDD in Sarasota. We also helped assist Stoneybrook at Venice in their bond refinancing back in 2017 by providing the Engineers Certification.

Our proposed team offers the District the depth of resources to address any issue that may arise. We provided ADA Compliance Reviews on our existing Districts as the 2010 ADA Standards went into full force in 2012. We have also provided Asset Inventories and assisted with Reserve Studies. We have local experts in surveying, water, sewer, and reuse utilities as well as roadway design, traffic and transportation engineering, landscape architecture, and stormwater management. We have the experience and capability to not only design and inspect infrastructure projects, but also to review permit applications from others for work that could impact the District's infrastructure or property. Our team members have a thorough understanding of Community Development Districts. We can, therefore, efficiently provide the services you need without significant start time or cost.



Accessibility – We take pride in being accessible to our clients. We provide our cell phone number and welcome calls day or night and weekends. Issues come up at all hours and you deserve answers from your consultant at all times not just during normal business hours. I live in Manatee County just off I-75 and will not hesitate to visit the site to review items of concerns or to meet with board and staff members.

With these key individuals, Schappacher Engineering LLC has the resources and expertise necessary to serve as your District Engineer. We can also provide all this expertise at a competitive rate. We have a low overhead and can forward these savings on to you. We see this as a win-win situation as we can provide the excellent services that you have come to expect from a District Engineer and we can do this more economically. We look forward to the opportunity to serve you.

Very truly yours,

SCHAPPACHER ENGINEERING LLC

Rick Schappacher, P.E., President

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION <i>(City and State)</i> District Engineer - Stoneybrook at Venice CDD		
2. PUBLIC NOTICE DATE 11/25/2019	3. SOLICITATION OR PROJECT NUMBER N/A	

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE Richard Schappacher, P.E., Project Manager		
5. NAME OF FIRM Schappacher Engineering LLC		
6. TELEPHONE NUMBER 941 251-7613	7. FAX NUMBER	8. E-MAIL ADDRESS rick@schappachereng.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	JV	PARTNER			
a.	<input checked="" type="checkbox"/>			Schappacher Engineering LLC <input type="checkbox"/> CHECK IF BRANCH OFFICE	P.O. Box 21256 Bradenton, Florida 34204	Prime: District Engineering services
b.			<input checked="" type="checkbox"/>	Peter R. Keenan, AICP <input type="checkbox"/> CHECK IF BRANCH OFFICE	12260 Longview Lake Circle Bradenton, Florida 34211	Sub-consultant: Landscape Architecture
c.			<input checked="" type="checkbox"/>	Integrity By Design <input type="checkbox"/> CHECK IF BRANCH OFFICE	11323 77th Street East Parrish, Florida 34219	Sub-consultant: Designer and CADD Technician
d.			<input checked="" type="checkbox"/>	Devyn Howell, P.E. <input type="checkbox"/> CHECK IF BRANCH OFFICE	1441 Ports O'Call Drive Plano, TX 75075	Sub-consultant: Storm Water Modeling and Permitting
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

Engineering Services for:

Stoneybrook at Venice CDD

**Stoneybrook at Venice
Board of Supervisors**

District Engineer

Rick Schappacher, P.E.

Landscape Architect

Peter F. Keenan

Civil Support

Integrity By Design

Stormwater Modeling

Devyn Howell, P.E.



SCHAPPACHER ENGINEERING, LLC

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME <u>Richard Schappacher, P.E.</u>	13. ROLE IN THIS CONTRACT District Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 41	b. WITH CURRENT FIRM 10

15. FIRM NAME AND LOCATION (City and State)
Schappacher Engineering LLC, Bradenton, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Science, Civil Engineering	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida, P.E.
---	---

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
Cooperative Engineering Certificate, University of Cincinnati; Certificate FHWA/NHIS Stream Stability and Scour at Highway Bridges; Certificate, Principles of Construction of Quality Hot-Mix Asphalt Pavement; Public Construction in FL; Construction Claims Prevention

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Stoneybrook at Venice CDD, Venice, Florida	2007	2008
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm District Engineer. Provided District Engineering services while employed by Kimley-Horn for this 559 acre community consisting of 998 dwelling units from 2007-2009. In 2017 we assisted the community in the bond refinancing efforts.		
Venetian Golf & River Club CDD North Venice, Florida	On-going	2019
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm District Engineer. Currently providing District Engineering services for this community located on the Myakka River, this 18-hole master planned golf course development encompasses 957 acres and will contain up to 1,318 units. The community includes an 18 hole Championship golf course and 70 acre Nature Park.		
Heritage Harbour CDD, Bradenton, Florida	On-going	2000
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm District Engineer. Currently providing District Engineering services for this 981-acre, 1,484-unit, master planned single and multi-family community. The community also includes 8.5 Ac of Commercial Development. The community also includes a large public park with various sports fields, recreational facilities and a championship golf course.		
GreyHawk Landing CDD, Bradenton, Florida	On-going	2003
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm District Engineer. Currently providing District Engineering services for this 650-acre, 797-unit, master planned single family development. District is currently expanding to add 492 units on an additional 309 acres and we have revised the Engineers Report for this expansion. Provided Dist.Eng. services with previous employer from 2005 to 2009.		
Waterlefe Golf and River Club CDD, Bradenton, Florida	On-going	2001
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm District Engineer. Currently providing District Engineering services for this 622 acre, 18-hole master planned golf course community containing approximately 629 residential single and multi-family units. Also provided District Engineering services for this community with previous employer from 2001 to 2009.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Mark Mueller, CET	13. ROLE IN THIS CONTRACT Civil Designer, Project Mgr	14. YEARS EXPERIENCE	
		a. TOTAL 35	b. WITH CURRENT FIRM 3
15. FIRM NAME AND LOCATION (City and State) Integrity By Design Parrish, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) AA, Civil Engineering, State College of Florida, Certified Engineering Technician		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Certified Eng. Technician, Florida #86535	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Heritage Harbour CDD Bradenton, Florida	On-going	2000
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Engineering Designer providing design and CAD efforts for maintenance and repairs to community assets including roadways, storm system and utilities owned and operated by the CDD. Assisted with plan preparation and construction documents as well as coordination with construction team for the required repairs.		
<input checked="" type="checkbox"/> Check if project performed with current firm		
Cone Ranch South CDD Parrish, Florida	On-going	Not Started
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Engineering Project Manager and Site Civil Designer for a multi-phase single and multi-family development in Manatee County. Provided site civil design services for the first phase of the development including off-site utilities and assisted with permitting through state and local agencies.		
<input checked="" type="checkbox"/> Check if project performed with current firm		
Charlotte County Library Punta Gorda, Florida	2018	2019
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Engineering Project Manager and Site Civil Designer for a new public library in Charlotte County. Coordinated the efforts of design, permitting and construction with City, County and State agencies for this multi-million dollar project		
<input checked="" type="checkbox"/> Check if project performed with current firm		
Venice Middle School Venice, Florida	2017	2018
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Engineering Project Manager and Site Civil Designer for major revisions to the Middle School Campus including buildings and recreational facilities. Coordinated the site civil modifications with City of Venice and Education Department and performed remodeling both during and after school sessions.		
<input type="checkbox"/> Check if project performed with current firm		
Riverview High School Sarasota, Florida	2011	2011
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Designer for a new high school with off-site roadway improvements, on-site parking, stormwater, utility improvements, and lift station located in Sarasota County for the School Board of Sarasota County. Construction Cost estimated \$12.7 million		
<input type="checkbox"/> Check if project performed with current firm		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME <u>Peter F. Keenan, RLA</u>	13. ROLE IN THIS CONTRACT Landscape Architect	14. YEARS EXPERIENCE	
		a. TOTAL 31	b. WITH CURRENT FIRM 11
15. FIRM NAME AND LOCATION <i>(City and State)</i> Peter F. Keenan, Bradenton, Florida			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Bachelor of Science, Landscape Architect		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Florida, Registered Landscape Architect	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Certified Arborist, International Society of Arboriculture, Leed AP			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> Cone Ranch South CDD Parrish, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm a. Lead landscape architect providing landscape architecture services for the first phase of a multi-phase residential community. The project consists of single and multi-family units as well as commercial areas. Coordinated the permitting efforts through Manatee County and state and local agencies.		
(1) TITLE AND LOCATION <i>(City and State)</i> GreyHawk Landings CDD Bradenton, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2002	CONSTRUCTION <i>(If applicable)</i> 2008
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm b. Lead landscape architect providing landscape architecture services with previous employer (Kimley-Horn and Associates). GreyHawk Landings is a single family residential community that included an amenity center building with a resort style pool and neighborhood entrances with signage.		
(1) TITLE AND LOCATION <i>(City and State)</i> Grand Paradiso CDD North Port, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2008	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm c. Lead landscape architect providing landscape architecture services with previous employer (Kimley-Horn and Associates). Grand Paradiso is a high end residential community at the West Villages. Included are an amenity center building with a resort style pool, neighborhood entrances with signage and streetscaping themes. Cost \$50 million.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm d.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm e.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
<u>Devyn Howell, P.E.</u>	Project Engineer	a. TOTAL	b. WITH CURRENT FIRM
		16	3
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
S			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i>	
Bachelor of Science Civil Engineer		Florida, Registered Professional Engineer	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Cone Ranch South CDD Parrish, Florida	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
Project Engineer assisting with the stormwater design, modeling and permitting efforts through SWFWMD and state agencies for Phase 1 of a multi-phase community. Also assisted with the utility design efforts both on-site and off-site. Project consists of single and multi-family residential units as well as commercial areas.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Charlotte County Library Punta Gorda, Florida	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
Provided storm water design and permitting efforts for a new public library in Charlotte County. Coordinated the design efforts with the project team and state and local agencies for permitting.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Venice Middle School Venice, Florida	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
Provided storm water design and permitting efforts for a major modification to the middle school campus. Coordinated the design efforts with the project team and state and local agencies for permitting.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1
21. TITLE AND LOCATION (City and State) Stoneybrook at Venice CDD Venice, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2009	CONSTRUCTION (If applicable) 2008

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Lennar Homes	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
---	---------------------------------	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Stoneybrook at Venice offers award-winning homes and first class amenities to its residents. Nestled among lakes, conservation areas, and nature trails, Stoneybrook at Venice is a family-friendly gated community located in other Sarasota County, Florida. Just minutes from Venice beaches, this neighborhood spans 559 acres and consisted of 998 dwelling units. Kimley-Horn provide planning, site civil engineering design and construction plans, permitting and construction phase services for this master-planned community. In addition, Kimley-Horn's landscape architecture team designed the community's entry features, recreational campus and streetscape. In the recreational campus, the team designed a unique amenity with tennis courts, a sand volleyball court, a basketball court, a softball field, a resort-style pool, an interactive children's water play area, a spa, relaxation nodes and a playground. As a member of Kimley-Horn, Mr. Schappacher assisted in preparing the Engineer's Report in the effort to establish this CDD which was the first CDD established in Sarasota County. Much coordination was required with the various CDD team members as residents moved into the community prior to the establishment of the CDD and additional efforts were required to combat the objections of the residents. Mr. Schappacher served as the District Engineer for Kimley-Horn from 2007 to 2009.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Kimley-Horn & Associates	(2) FIRM LOCATION (City and State) Sarasota, Florida	(3) ROLE Prime, Site Development & District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION (City and State) West Villages Improvement District North Port, Florida	22. YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER West Villages Impr. District	b. POINT OF CONTACT NAME J.P Marchand, District Engineer	c. POINT OF CONTACT TELEPHONE NUMBER 941 922-8187
---	--	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

The West Villages Improvement District encompasses approximately 8,000 acres of land in the City of North Port in Sarasota County, Florida. As District Engineer, Kimley-Horn provided engineering services on an "as needed" basis including; prepared engineering studies, environmental studies, permitting, annual reports, facility maintenance programs, Public Facility Reports, Plans of Improvement and related Reports of Engineer for District Units of Development, design, bidding and construction phase services for such construction activity as is needed to implement a Plan of Improvement for a Unit of Development and the provision of assistance, review and recommendation services regarding construction payments, change orders and certifications of completions of construction activities, consultation on technical engineering standards and specifications, technical representation before and with other governmental agencies and entities and the provision of such other engineering services as may be authorized by the District's Board of Supervisors. As a member of Kimley-Horn, Mr. Schappacher assisted in the preparation of construction bidding documents for roadways, Gateway monuments and landscape improvements and performed the construction phase services including preparing documentation for District Board meetings.

Total Cost: \$50 million



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a. (1) FIRM NAME Kimley-Horn & Associates	(2) FIRM LOCATION <i>(City and State)</i> Sarasota, Florida	(3) ROLE Prime, Site Development District Engineer
b. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 3
21. TITLE AND LOCATION (City and State) Venetian Golf and River Club Venice, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable) 2019

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Venetian CDD	b. POINT OF CONTACT NAME Belinda Blandon, District Mgr	c. POINT OF CONTACT TELEPHONE NUMBER 239 936-0913
---	--	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Located on the Myakka River, this 18-hole master planned golf course development encompasses 957 acres and will contain up to 1,318 units. This facility features large preserved native oak hammock and forested wetlands adjacent to the river. With 663 acres of the over 1,100 acre-span devoted to golf course, lakes, wetland, conservation areas and a planned 70-acre nature park, Venetian is ideal for the nature lover. The 18-hole championship golf course features challenging holes in an exquisite setting and the River Club and Golf Club are the hubs of a very active social scene. Kimley-Horn assisted with the original establishment of the CDD in the City of Venice. As a member of Kimley-Horn, Mr. Schappacher served as the District Engineer. In 2009 the District hired Schappacher Engineering as the District Engineer to assist with all engineering duties. Recently the CDD purchased the River Club from the developer and Schappacher Engineering prepared the revised Engineers Report and worked with the acquisition team for the \$7,000,000 purchase. Total project cost will exceed \$50 million.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a. (1) FIRM NAME Schappacher Engineering	(2) FIRM LOCATION (City and State) Bradenton, Florida	(3) ROLE District Engineer
b. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

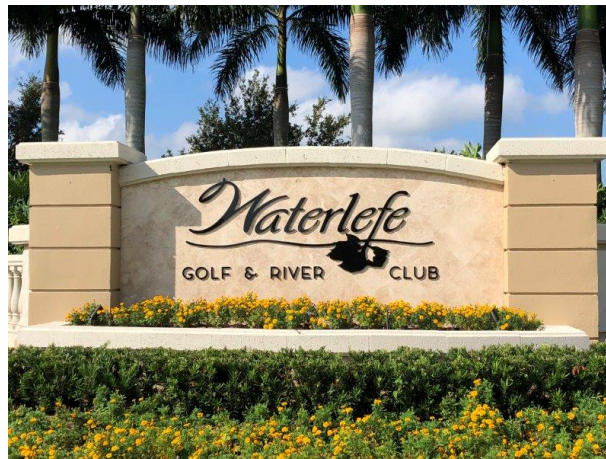
F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 4
21. TITLE AND LOCATION (City and State) Waterlefe Golf and River Club, Bradenton, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable) 2003

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Waterlefe CDD	b. POINT OF CONTACT NAME Greg Cox, District Manager	c. POINT OF CONTACT TELEPHONE NUMBER 813 933-5571
--	---	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

This 622-acre, 18 hole master planned golf community is located on the south side of the Manatee River and contains 660 residential units, both single and multi-family dwellings. Extensive floodplain replacement and permitting were needed to accommodate the project's location in the Manatee River floodplain. To take full advantage of the Manatee River access, Waterlefe also features docking facilities. Design and Construction Phase Services were provided by Kimley-Horn and Associates and Mr. Schappacher assisted with these duties. Upon completion of the project a Community Development District was formed. Mr. Schappacher performed the District Engineer services since 2004. Upon starting his own company in 2009 the Waterlefe CDD selected Schappacher Engineering as the District Engineer. Some of services provided includes performing annual Asset Inventories for both the Golf Course and Community assets, preparing lake and river bank restoration plans and permitting and coordinating the construction repairs, preparing plans and overseeing repairs to the Segmented Block Retaining Walls, performing ADA reviews for compliance throughout the Community and Golf Course, providing assistance and guidance with off-site County roadway and bridge projects.
Total cost: \$10 million.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a. (1) FIRM NAME Schappacher Engineering	(2) FIRM LOCATION (City and State) Bradenton, Florida	(3) ROLE District Engineer
b. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

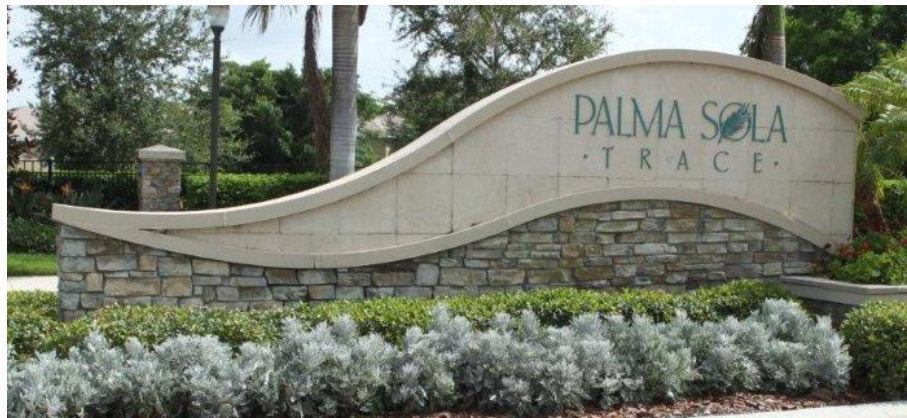
F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 5
21. TITLE AND LOCATION (City and State) Palma Sola Trace CDD Bradenton, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable) 2011

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Palma Sola Trace CDD	b. POINT OF CONTACT NAME Bryan Radcliff, District Manager	c. POINT OF CONTACT TELEPHONE NUMBER 813 933-5571
---	---	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Palma Sola Trace Community Development District experienced abnormal lake bank erosion on their northern most lakes in a relatively short period of time from the initial development in 2005 and tried several minor restoration efforts before hiring Schappacher Engineering in 2011 to analyze the site conditions and and prepare contract documents to stabilize the deteriorated lake banks around Ponds 8 & 10. Schappacher Engineering prepared the plans and specifications and obtained approval from SWFWMD and collected bids for the project and performed Construction phase services. Palma Sola Trace CDD eventually hired Schappacher Engineering, LLC as the permanent CDD Engineer in 2012. Palma Sola Trace is a 100-acre single and multi-family residential community in West Bradenton and includes a recreational area with a clubhouse and pool.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Schappacher Engineering	(2) FIRM LOCATION (City and State) Bradenton, Florida	(3) ROLE Prime Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 6
21. TITLE AND LOCATION (City and State) GreyHawk Landings CDD Bradenton, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable) 2019

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Greyhawk CDD	b. POINT OF CONTACT NAME Angel Montagna, District Manager	c. POINT OF CONTACT TELEPHONE NUMBER 813 933-5571
---	---	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Greyhawk Landings is a 647-acre master planned, single-family community located in the rapidly expanding areas of east Manatee County. This 787-lot development features a lavish recreation area and nature trails in and around natural preserves and lakes. The amenities also include softball and soccer fields. The District recently expanded by adding 492 units on an additional 309 acres. We have revised the Engineers Report for the District expansion. Mr. Schappacher served as the District Engineer from 2003 to 2009 with his previous employer and assisted the District with a number of issues including damaged infrastructure from franchise utilities, the analysis of roadways, faulty asphalt, nature trail deficiencies, storm water re-certifications to SWFWMD and storm water issues with adjacent property owners. Upon starting his own company in 2009, the District hired Schappacher Engineering as the District Engineering. In addition to revising the Engineers Report, we have provided assistance and guidance for traffic calming and street signage revisions, prepared an ADA compliance report for the Community with recommendations for deficiency upgrades, as well as all other routine District Engineering services.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Schappacher Engineering	(2) FIRM LOCATION (City and State) Bradenton, Florida	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 7
21. TITLE AND LOCATION (City and State) TARA Golf and Country Club Bradenton, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable) 2004

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER TARA CDD District 1	b. POINT OF CONTACT NAME Angel Montagna, Distict Manager	c. POINT OF CONTACT TELEPHONE NUMBER 813 994-1001
--	--	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

TARA Golf and Country Club, The Preserve is a 570-acre, 18-hole golf course community containing approximately 520 single family residential units, and numerous multi-family dwellings. The project was developed by Power Corporation in the 1990's and completed in the early 2000's. The original design engineer for the project was Lombardo, Skipper and Foley, Inc. The CDD selected Mr. Schappacher with Kimley-Horn as the District Engineer in August 2007. The duties included attendance at District meetings, assistance with SWFWMD re-certification of the portions of the stormwater system, assistance with drilling new irrigation wells by coordinating with the previous developer and SWFWMD, research Manatee County records for potential re-use irrigation sources and general engineering services. When Mr. Schappacher started his own company in 2009, TARA CDD hired Schappacher Engineering for general District Engineering services. In addition to the services indicated above, we provided an ADA compliance review for the District and provided ownership maps and plat drawings to the District.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a. (1) FIRM NAME Schappacher Engineering	(2) FIRM LOCATION (City and State) Bradenton, Florida	(3) ROLE District Engineer
b. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <p style="text-align: center;">8</p>
21. TITLE AND LOCATION (City and State) Grand Hampton CDD New Tampa, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable) 2012

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Grand Hampton CDD	b. POINT OF CONTACT NAME Greg Cox, District Manager	c. POINT OF CONTACT TELEPHONE NUMBER 813 933-5571
--	---	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Grand Hampton Community Development District consists of a variety of neighborhoods that will ultimately include approximately 1,100 homes. The Master Planned community includes 49 ponds and lakes in which a number of these have experienced lake bank erosion problems. Schappacher Engineering was hired in 2011 to prepare a bid set of documents for the first phase of lake bank restoration after the community was unable to obtain reasonable costs for these repairs. Using resources better suited for the required repairs Schappacher Engineering was able to obtain prices within budget for the requested repairs as well as several additional lakes in which the condition worsened from the time of the original scope of work. Schappacher Engineering was eventually hired as the District Engineer in 2018 and has now prepared bank restoration documents and the work is well underway for bank repairs for phase 2 of the work.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Schappacher Engineering	(2) FIRM LOCATION (City and State) Bradenton, Florida	(3) ROLE Prime Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 9
21. TITLE AND LOCATION <i>(City and State)</i> Harbourage at Braden River CDD Bradenton, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION <i>(If applicable)</i> 2005

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Harbourage at Braden River CDD	Justin Croom, District Manager	813 533-2950

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Harbourage at Braden River CDD consists of just over 200 single and multi-family residential units located in Bradenton with direct access to the Braden River, which connects to the Manatee River and eventually to the Gulf of Mexico. Schappacher Engineering began District Engineering services for this community in 2016. The CDD owns and maintains the storm water system, the roadways, boat slips and a harbor, nature trails, kayak and canoe launches, fishing pier, clubhouse and swimming pool. Schappacher Engineering assisted the CDD in acquiring a developer owned parcel for the kayak and canoe launch.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Schappacher Engineering	(2) FIRM LOCATION <i>(City and State)</i> Bradenton, Florida	(3) ROLE Prime Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 10
21. TITLE AND LOCATION (City and State) Heritage Harbour South CDD Bradenton, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable) 2006

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Heritage Harbour CDD	b. POINT OF CONTACT NAME Greg Cox, District Manager	c. POINT OF CONTACT TELEPHONE NUMBER 813 933-5571
---	---	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Heritage Harbour South CDD is a 981 acre, master planned golf course community located at the northeast corner of SR 64 and I-75 in East Bradenton. The completed community will contain 1,484 single and multi-family residential units and 8.5 acres of commercial property. The community also includes a large public park with various sports fields and recreational facilities, a clubhouse and dog park. The project is part of the Heritage Sound Development of Regional Impact (DRI) and was approved in 2000. The championship golf course includes a clubhouse and maintenance facility. The CDD owns and maintains the following amenities: roadways; drainage system; playgrounds; fishing pier; irrigation; lighting; guard houses, recreation facilities; maintenance buildings and preserves. Schappacher Engineer was selected as the District Engineer in 2013.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a. (1) FIRM NAME Schappacher Engineering	(2) FIRM LOCATION (City and State) Bradenton, Florida	(3) ROLE Prime Consultant
b. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

H. ADDITIONAL INFORMATION

29. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED:

Full-Service at an Affordable Price

During the recession of 2008-2009, The Engineering field was hit hard by these challenging times and there were many well qualified personnel struggling to find steady employment. Most existing Engineering Firms cut back work force to survive. This created the ability to hire the well qualified contract labor for expertise outside of our ability at a reduced rate and this savings is passed on to you, the client. At **Schappacher Engineering LLC**, this approach is being utilized to provide clients a quality product much more economically. All work will be done under the supervision of **Schappacher Engineering LLC**, which has the appropriate Professional and General Liability Insurance to protect the client and the product. You are working hard to provide a quality product at an affordable cost and it should start with your choice of consultant. At **Schappacher Engineering LLC** you will get over 41 years of experience (33 years of local experience) of both private and municipal clients. This experience encompasses a multitude of civil engineering projects including Construction Phase Services, CDD Engineering Services, Site Development, Streetscaping, Value Engineering, Due Diligence, Municipal Engineering and SWFWMD Re-certifications. Being informed is critical to the success of any project and we stress the importance of constant communication throughout the entire project. No one likes surprises especially when it may mean additional cost to the project and with proper and constant communications the surprises will be minimized or eliminated. At my previous employment, I was tasked with trouble shooting for the most complicated and challenging projects throughout the state and each and every project was brought to a successful conclusion and everything began with proper and frequent communications. This philosophy has continued at **Schappacher Engineering LLC** and you, the client will benefit financially from this approach.

District Engineering Services

Our staff has served as the District Engineer for a number of Community Development District (CDD). Each community has different needs and below is a list of services that we have provided to these communities:

- Preparing the Engineers Report in establishment of new Community Development Districts
- Revising the Engineers Reports for expansion of Community Development Districts
- Coordination with bond council and the CDD Management team in preparing the appropriate documentation, maps, cost spreadsheets and reports
- Preparing reserve study items and life expectancy costs
- Evaluating existing infrastructure including pavement deficiencies and recommend repairs
- Evaluating roadway failures and determining cause and coordinating the repairs and the costs with the responsible utility companies
- Evaluating segmented block retaining wall failures and coordinating replacement and repairs
- ADA compliance review of site infrastructure
- Evaluate nature trail settlement and determine cause and recommend repairs
- Evaluate and provide Lake Bank Restoration services
- Coordinate with SWFWMD for Well Permitting
- Reviewing Easements and other legal documentation
- Assist in preparing plans for general maintenance requirements
- SWFWMD Re-certifications
- Signage Review for compliance
- Review for potential Traffic Calming Devices
- Coordinate Platting efforts with Surveyor

Communication = Key to Success

At **Schappacher Engineering, LLC**, we stress the importance of frequent communication with the clients. Being informed is critical to the success of any project. No one likes surprises and with constant communication we keep the project under control which will minimize change orders and costs. We have successfully worked under the saying *"If you do not properly serve your clients, then someone else will."* This service begins and ends with good communication.

Municipal Engineering

Rick Schappacher served as the Project Manager for the *City of Wauchula* for over 10 years providing services to the City including Sewer Rehabilitation, Inflow & Infiltration (I&I) Studies, Park Improvements, Streetscape Improvements, Stormwater Master Planning, Box Culvert Replacement, Signalization Studies, Plan Reviews, Sidewalk Improvements and Water Main Replacements.

In addition our staff has worked as the Construction Manager for over 32 years serving *Manatee County* on nearly 40 projects involving Utility and Roadway improvements; the Project Manager for *FDOT District One Scour Analysis* for over 10 years; Project Manager for *FDOT District One and Seven Bridge Inspection* services; Construction Manager for the *City of Punta Gorda* on the Laishley Park Improvements, pavement analysis and bridge inspection services; Construction Manager for the *City of Sarasota* on Streetscape and Utility projects; Construction Manager for *Sarasota County* on Bridge Rehabilitation and Roadway Projects.

Certified Minority Business Enterprise

Schappacher Engineering, LLC is not a certified Minority Business Enterprise.

Ability to meet Time & Budget Constraints

Schappacher Engineering, LLC has worked with the other CDD's for needed repairs to the infrastructure. We typically conduct an annual review of the District and we prepare a photo summary report outlining any deficiencies and then we prioritize this list. We then plan out the repairs so that we stay within the budgets as residents see any Special Assessments as poor planning.

Geographic Location

Schappacher Engineering, LLC is located just west of I-75 on SR 70 in Manatee County. Per Google Maps our office is just over 30 minutes from the Stoneybrook at Venice Clubhouse.

Current Project Workloads

We are currently serving as the District Engineer for 8 other CDD's in which minimal to moderate effort is required. We are a relatively small firm and we handle small site civil projects as well as CDD Engineering. Past history on similar CDD's have indicated that the efforts required for District Engineering services is relatively minimal, therefore performing any required duties are not anticipated to be a challenge to the current workforce.

Volume of Work Previously Awarded by District

Rick Schappacher served as the District Engineer while working for his previous employer, Kimley-Horn and Associates from 2007 to 2008. **Schappacher Engineering, LLC**, assisted the District in 2017 with the bond refinancing efforts and provided the Engineer's Certification. During that time a full site review of the assets, including storm water facilities, were reviewed and a report was prepared.

Financial Capability

Schappacher Engineering, LLC is a debt free company. Performing District Engineering services typically does not require a large staff to support the efforts. Since starting the company in 2009, we have not taken any bank loans and have no intention of securing any bank loans in the future.

Applicants Licenses

See Attached

Applicants Insurance

See Attached

Terminations in Past 10 Years

Schappacher Engineering, LLC was terminated as the District Engineer from a CDD in Hillsborough County in September 2017 when a new board was elected that did not agree with the previous board and how the community was being handled and the new board terminated most of their vendors at that time.

Contract Defaults in Past 10 Years

Schappacher Engineering, LLC has not defaulted on any contracts since the inception of the company.

Litigation in Past 10 Years

Schappacher Engineering, LLC is currently involved in a dispute with a sub-consultant who defaulted on their contract and we are seeking damages paid from this consultant since the work was not completed or approved by the governing agencies.

Government Action in Past 10 Years

Schappacher Engineering, LLC has not been involved in any Government action since the inception of the company.

1. **AUTHORIZED REPRESENTATIVE**
The foregoing is a statement of facts.

30. SIGNATURE OF AUTHORIZED REPRESENTATIVE:



31. DATE SIGNED: **January 8, 2020**

32. NAME AND TITLE OF SIGNER: **Rick Schappacher, P.E., District Engineer**

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

N/A

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)


2a. FIRM (OR BRANCH OFFICE) NAME Schappacher Engineering LLC			3. YEAR ESTABLISHED 2009	4. DUNS NUMBER
2b. STREET 3604 53rd Ave. East			5. OWNERSHIP	
2c. CITY Bradenton	2d. STATE FL	2e. ZIP CODE 34203	a. TYPE S-Corporation	
6a. POINT OF CONTACT NAME AND TITLE Rick Schappacher, Project Manager			b. SMALL BUSINESS STATUS Yes	
6b. TELEPHONE NUMBER 941 251-7613		6c. E-MAIL ADDRESS rick@schappachereng.com		
8a. FORMER FIRM NAME(S) (If any)			8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administration	1		D04	Design Build - Preparations of RFI's	1
12	Civil Engineer	1		H07	Highways: Street: Parking Lots	1
				L03	Landscape Architecture	1
				P06	Planning Site, Installation & Projects	1
				S04	Sewage Collection, Treatment	1
				T03	Traffic & Transportation Engineering	1
Contract Labor Employees						
12	Civil Engineer	1				
08	CADD Technician	1				
39	Landscape Architect	1				
58	Technician / Analyst	1				
Other Employees						
Total		6				

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work	1	1. Less than \$100,000	6. \$2 million to less than \$5 million	7. \$5 million to less than \$10 million	8. \$10 million to less than \$25 million
b. Non-Federal Work	4	2. \$100,00 to less than \$250,000	9. \$25 million to less than \$50 million	10. \$50 million or greater	
c. Total Work	4	3. \$250,000 to less than \$500,000			
		4. \$500,000 to less than \$1 million			
		5. \$1 million to less than \$2 million			

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE 1/8/2020
c. NAME AND TITLE Richard Schappacher, P.E., District Engineer	



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SCHAPPACHER ENGINEERING LLC

3604 53RD AVENUE EAST
BRADENTON FL 34203

LICENSE NUMBER: CA28601

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SCHAPPACHER, RICHARD

608 129TH STREET NE
BRADENTON FL 342120000

LICENSE NUMBER: PE51501

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 3/21/2018

EXPIRATION DATE: 3/20/2020

PERSON: SCHAPPACHER

RICHARD

FEIN: 264713110

BUSINESS NAME AND ADDRESS:

SCHAPPACHER ENGINEERING, LLC

P.O. BOX 21256

BRADENTON FL 34204

SCOPE OF BUSINESS OR TRADE:

Architectural or Engineering
Firm-Including Salespersons &
Drivers

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Boyd Insurance & Investment Services, Inc. 717 Manatee Avenue West #300 Bradenton FL 34205	CONTACT NAME: Ana Temple	
	PHONE (A/C No. Ext): 941-745-8300	FAX (A/C, No): 941-782-6290
E-MAIL ADDRESS: anat@boydinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hartford Casualty Insurance Company		29424
INSURED Schappacher Engineering, LLC P.O. Box 21203 Bradenton FL 34204	INSURER B : Lloyd's of London	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1492541106

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			21 SBM BV1743 DV	6/16/2019	6/16/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			ANE114839019	7/5/2019	7/5/2020	General Aggregate \$1,000,000 Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

AFFIDAVIT OF ACKNOWLEDGMENTS

STATE OF Florida
COUNTY OF Manatee

Before me, the undersigned authority, appeared the affiant, Richard Schappacher, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Manager for Schappacher Engineering ("Applicant"), and am authorized to make this Affidavit of Acknowledgments on behalf of Applicant.

2. I assisted with the preparation of, and have reviewed, the Applicant's Qualification Statement ("**Qualification Statement**") provided in response to the Stoneybrook at Venice Community Development District Request for Qualifications for Professional Engineering Services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Applicant to constitute good cause for rejection of the Qualification Statement.

3. I do hereby certify that the Applicant has submitted only a single Qualification Statement and has not, either directly or indirectly, participated in collusion relating to the submission of the Qualification Statement.

4. The Applicant agrees through submission of the Qualification Statement to honor its Qualification Statement for one hundred and twenty (120) days from the opening of the Qualification Statements, and if awarded the contract on the basis of this Qualification Statement and further negotiations with the District, to enter into and execute the contract in a form substantially similar to that included in the Selection Manual.

5. The Applicant acknowledges the receipt of the complete Selection Manual as provided by the District and as described in the Selection Manual's Table of Contents, and, to the extent that Addendums have been issued, the receipt of the following Addendum No.'s: N/A.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after the Submittal Deadline, the Applicant acknowledges that (i) the Applicant has read, understood, and accepted the Selection Manual; (ii) the Applicant has had an opportunity to consult with legal counsel regarding the Selection Manual; (iii) the Applicant has agreed to the terms of the Selection Manual; and (iv) the Applicant has waived any right to challenge any matter relating to the Selection Manual, including but not limited to any protest relating to the Qualification Statement notice, instructions, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Selection Manual, or any other issues or items relating to the Selection Manual.

7. The Applicant authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the Stoneybrook at Venice Community Development District, or its authorized agents, deemed necessary to verify the statements made in the Qualification Statement, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Applicant.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit of Acknowledgments and that the foregoing is true and correct.

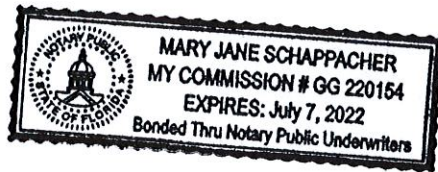
Dated this 04th day of 2020, ~~2019~~.

Applicant: Richard Schappacher
By: Richard Schappacher
Title: Manager

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 04th day of 2020, ~~2019~~,
by Richard Schappacher of Schappacher Engineering who is personally known to me or who has produced
_____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida
Print Name: Mary Jane Schappacher
Commission No.: GG 220154
My Commission Expires: July 7, 2022



**SWORN STATEMENT UNDER SECTION 287.133,
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

This sworn statement is submitted to Stoneybrook at Venice Community Development District.

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Manager for Schappacher Engineering ("Applicant"), and am authorized to make this Sworn Statement on behalf of Applicant.
2. Applicant's business address is 3604 53rd Ave E, Bradenton, FL 34203.
3. Applicant's Federal Employer Identification Number (FEIN) is 26-4713110.
(If the Applicant has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), *Florida Statutes*, means "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation."
5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), *Florida Statutes*, means "a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere."
6. I understand that an "affiliate" as defined in Section 287.133(1)(a), *Florida Statutes*, means:

A predecessor or successor of a person convicted of a public entity crime;
or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1)(e), *Florida Statutes*, means "any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term 'person' includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity."
8. Based on information and belief, the statement which I have marked below is true in relation to the Applicant submitting this sworn statement. (Please indicate which statement applies.)

 X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

 There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

 The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

(Signatures on Following Page)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133, *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 9th day of 2020, ~~2019~~.

Applicant: Richard Schappacher

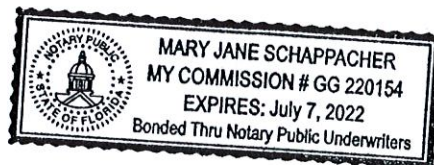
By: Richard Schappacher

Title: Manager

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 9th day of 2020, ~~2019~~, by Richard Schappacher Schappacher Engineering, Inc. who is personally known to me or who has produced as identification, and did or did not take the oath.

Notary Public, State of Florida
Print Name: Mary Jane Schappacher
Commission No.: GG 220154
My Commission Expires: July 7, 2022



**STONEBROOK AT VENICE COMMUNITY DEVELOPMENT
DISTRICT**

**REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL ENGINEERING SERVICES**

Sarasota County, Florida

Winter, 2019-20

**TABLE OF CONTENTS
FOR SELECTION MANUAL**

Public Notice

Instructions to Applicants

Evaluation Criteria

Standard Form 330

Affidavit of Acknowledgments

Sworn Statement Regarding Public Entity Crimes

Form of Contract

**REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT**

The Stoneybrook at Venice Community Development District (the “**District**”), located in Sarasota County, Florida, announces that it is soliciting professional engineering services to be performed on a continuing basis for the District’s storm water management systems and other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm or individual selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

The selection manual (“**Selection Manual**”), including the scope of work, instructions to applicants, evaluation criteria and other documents, will be available for public inspection.

Any firm or individual (“**Applicant**”) desiring to provide professional engineering services to the District must: (1) hold applicable federal, state and local licenses; (2) be authorized to do business in Florida in accordance with Florida law; and (3) furnish a statement (“**Qualification Statement**”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” along with pertinent supporting data.

The District will review all Applicants consistent with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“**CCNA**”). Each interested Applicant must submit an original copy and one (1) electronic copy (PDF format on a USB flash drive) of the Qualification Statement, along with all other requested attachments, by **February 14, 2020** (“**Submittal Deadline**”), to the attention of Ken Joines, District Manager, at the District Manager’s Office, DPGF Management & Consulting, LLC, 15310 Amberly Drive, Suite 175, Tampa, FL 33647.

Furthermore, all Applicants – and specifically the individual(s) who would be responsible for providing the engineering services and interacting with the District’s representatives on a day-to-day basis – shall be available to present the Applicant’s Qualifications Statement and respond to questions at the District’s March 10, 2020, Board meeting to be held at **6:00 P.M.** at the Stoneybrook at Venice Activity Center, 2365 Estuary Drive, Venice, Florida 34292, and, upon the District Board’s request, such other meetings as the District’s Board may designate (contact the District Manager for time / location, and any adjustments to the date).

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and Selection Manual, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant, and so forth.

Any protest regarding the terms of this Notice, or the Selection Manual on file with the District Manager, must be filed in writing, within seventy-two (72) hours after the Submittal Deadline. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest any matters relating to the Selection Manual. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Five Hundred Dollars (\$500.00). Furthermore, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request. Additional information and requirements regarding protests are set forth in the Selection Manual and the District’s Rules of Procedure, which are available from the District Manager.

Any and all questions relative to this Request for Qualifications shall be directed in writing by e-mail only to Ken Joines at ken.joines@dpfg.com.

Ken Joines
District Manager
Run Date: January 22, 2020

STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES
Sarasota County, Florida

Instructions to Applicants

SECTION 1. DUE DATE. Qualification Statements (defined herein) must be received by each applicant (“**Applicant**”) no later than **3:00 p.m. (EST) on February 14, 2020 (“Submittal Deadline”)**, at the District Manager’s Office, DPFM Management & Consulting, 15310 Amberly Drive, Suite 175, Tampa, FL 33647. Attention: Ken Joines.

SECTION 2. SCOPE OF WORK. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purpose of financing, acquiring, constructing, operating and maintaining public infrastructure improvements. Related thereto, the District is soliciting qualification statements for professional engineering services for the District’s storm water management systems, roadway improvements, landscape, irrigation, signage and lighting improvements, amenities, preserve areas and other public improvements authorized by Chapter 190, *Florida Statutes*. This work (“**Project**”) shall be performed on an as-needed, continuing basis as requests are received.

SECTION 3. CONTENTS OF QUALIFICATION STATEMENTS. Each Applicant shall submit a qualification statement (“**Qualification Statement**”) using U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” and shall additionally provide all of the following information as part of such Qualification Statement regardless of whether the information is called for by Form 330 or not:

- a) A listing of the position / title and corporate responsibilities of key management or supervisory personnel. Include résumés for each person listed, and list years of experience in present position for each party listed and years of experience on projects similar to the Project;
- b) A listing of the engineer point of contact and any other personnel (or subcontractors) proposed for the Project. Include résumés for each person listed, and list years of experience in present position for each party listed and years of experience on projects similar to the Project;
- c) Information relating to the Applicant’s past experience and performance for projects similar to the Project. **Please specifically describe any prior or current experience with:**
 - a. **Community development districts established under Chapter 190 of the Florida Statutes;**
 - b. **Stormwater pond restoration; and**
 - c. **Stormwater management systems.**
- d) At least three (3) references from projects of similar scope to the Project. Include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. The Applicant acknowledges and agrees by submitting a Qualification Statement that the District may contact such references;
- e) A brief narrative description of the Applicant’s approach to providing the services as described herein;

- f) Information relating to whether the Applicant is a certified minority business enterprise;
- g) Information relating to the Applicant's willingness and ability to meet time and budget requirements;
- h) Information relating to the geographic location of the Applicant's headquarters and local offices;
- i) Information relating to the recent, current and projected workloads of the Applicant;
- j) Information relating to the volume of work previously awarded to the Applicant by the District;
- k) Information relating to the Applicant's financial capacity;
- l) A listing of the Applicant's current state, federal, and local licenses and the statuses of the same;
- m) A current certificate of insurance, or equivalent information, identifying the Applicant's current insurance limits and demonstrating the Applicant's errors and omissions and other insurance;
- n) Information relating to whether, over the past 10 years, Applicant has been terminated from any contract, and, if so, the reasons for such termination, and, if no such conditions exist, Applicant shall affirmatively disclose the same;
- o) Information relating to whether, over the past 10 years, Applicant has defaulted on any contract or is in arrears on any contract, or for failure to demonstrate proper licensure and business organization, and, if no such conditions exist, Applicant shall affirmatively disclose the same;
- p) Information relating to whether, over the past 10 years, Applicant has been involved in any litigation involving any contract or work and the status and/or results of such litigation, and, if no such conditions exist, Applicant shall affirmatively disclose the same;
- q) Information relating to whether, over the past 10 years, Applicant has been the subject of any governmental action of any kind (e.g., investigation, proceeding, penalty, licensure issue, etc.) and the status and/or results of such action, and, if no such conditions exist, Applicant shall affirmatively disclose the same; and
- r) Completion of any other forms contained within this Selection Manual.

Applicants shall not submit as part of any Qualification Statement a proposal for the compensation to be paid under the agreement.

SECTION 4. INSURANCE. As noted above, each Applicant should include as part of its Qualification Statement a current Certificate of Insurance, or equivalent information, identifying the Applicant's current insurance limits and demonstrating the Applicant's ability to provide errors and omissions and other insurance. As part of any contract negotiations and final contract with the Applicant, the District may require that the Applicant provide such coverage in connection with the Project and identify the District, and the District's officers, supervisors, agents, staff, and representatives as additional insureds, and, in the event an Applicant is unable to provide such insurance, the District reserves the right to cease negotiations with that Applicant and enter into negotiations with the next highest qualified Applicant. The District further reserves the right to revise the insurance and indemnification requirements, among other contract provisions, in connection with any contract negotiations.

SECTION 5. FINANCIAL CAPACITY. In evaluating the Qualification Statements, the District may consider the financial capacity of each Applicant, and accordingly each Applicant should submit relevant information regarding financial capacity, as stated above. In the event the Applicant enters into contract negotiations with the District, the District may in its sole discretion require that the Applicant provide sufficient proof of financial capacity, including, if requested, audited financial statements from the last three years.

SECTION 6. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Selection Manual are to be directed in writing via e-mail only to Ken Joines at DPF, ken.joines@dpfg.com. The deadline for submitting such questions shall be **12:00 p.m. (EST) on February 10, 2020**. Additionally, the District reserves the right in its sole discretion to make changes to the Selection Manual up until the deadline for submitting the Qualification Statements. Interpretations or clarifications considered necessary in response to any questions, and any changes to the Selection Manual up until the time of Qualification Statement opening, will be issued by Addenda, to all parties recorded as having received the Selection Manual. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Applicants. No inquiries will be accepted from subcontractors; the Applicant shall be responsible for all queries. In submitting a Qualification Statement, each Applicant shall submit an acknowledgment of receipt of all Addenda and represents that it has read and understands the Selection Manual and that the Qualification Statement is made in accordance therewith.

SECTION 7. SUBMISSION OF QUALIFICATION STATEMENT. Each Applicant shall submit an original copy and one (1) electronic copy (PDF format on a USB flash drive) of the Qualification Statement forms, along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an envelope, marked with the project title and name and address of the Applicant and accompanied by the required documents. If the Qualification Statement is sent through the mail or other delivery system, the sealed envelope shall be enclosed in an envelope with a notation "QUALIFICATION STATEMENT FOR STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT ENCLOSED – ENGINEERING SERVICES" on the face of it.

SECTION 8. MODIFICATION AND WITHDRAWAL. Qualification Statements may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Qualification Statements are to be submitted at any time prior to the time and date the Qualification Statements are due; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications or supplementations, and as otherwise permitted by Florida law. No Qualification Statement may be withdrawn after opening for a period of one hundred twenty (120) days.

SECTION 9. PUBLIC PRESENTATIONS. In connection with evaluating Qualification Statements submitted to the District, the District's Board of Supervisors ("**Board**") may elect to require public presentations by no fewer than three (3) Applicants (unless fewer submit) regarding an Applicant's Qualification Statement, approach to the Project, ability to furnish required services for the Project, and any relevant questions for the Applicant. The individual(s) who would be responsible for providing the engineering services and interacting with the District's representatives on a day-to-day basis shall be available at such presentations. The presentations are initially scheduled to occur at the District's March 10, 2020, at **6:00 P.M.** meeting, to be held at the Stoneybrook at Venice Activity Center, 2365 Estuary Drive, Venice, FL 34292, as well as at such other meeting or meetings as the District's Board may designate (contact the District Manager for time / location, and any adjustments to the date).

SECTION 10. EVALUATION OF QUALIFICATION STATEMENTS; NEGOTIATION PROCESS; CONTRACT AWARD. The Board shall review and rank the Applicants based on the information provided

in the Qualification Statements, any interviews with references, any information from public presentations, and any other information generally within the knowledge of the Board or the District's staff, and using the requirements set forth in the CCNA and in this Selection Manual. Chapter 112 of the Florida Statutes will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

The highest ranked Applicant will be requested to provide a proposal for compensation to be paid under the agreement, and shall enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant. In connection with any public presentations, the Board may elect to make an initial ranking of Applicants, select only the top three (or all) Applicants to make public presentations, and then further adjust the rankings based on the presentations, or may adjust the process involving public presentations in its sole discretion. Within fourteen (14) days of the conclusion of any successful contract negotiations, the District and successful Applicant shall enter into an agreement in a form substantially similar to that set forth in the Selection Manual (subject to the terms of this Selection Manual).

SECTION 11. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all Qualification Statements, and waive any informalities or irregularities in Qualification Statements where in the best interests of the District, and as determined by the District's Board in its sole discretion.

SECTION 12. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Selection Manual, the only mandatory requirements of this Selection Manual for Applicants are that each Applicant must (a) be authorized to do business in Florida, and (b) hold all required State and Federal licenses in good standing. All other requirements set forth in the Selection Manual shall be deemed "permissive," in that an Applicant's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Applicant's Qualification Statement, but instead in the Board's discretion may result in the disqualification of a Qualification Statement or alternatively may be taken into account in the evaluation and scoring of the Qualification Statement.

SECTION 13. PROTESTS. Any protest relating to the Selection Manual, including but not limited to protests relating to the Qualification Statement notice, the instructions, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Selection Manual, or any other issues or items relating to the Selection Manual, must be filed in writing, within seventy-two (72) hours after the Submittal Deadline. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Selection Manual.

Any person who files a notice of protest of any kind shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Five Hundred Dollars (\$500.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No Applicant shall be entitled to recover any costs of Qualification Statement preparation or other participation in the selection process, regardless of the outcome of any protest.

SECTION 14. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

SECTION 15. PUBLIC RECORDS. The District is a governmental entity, and, accordingly, the Qualification Statements will become public record. That said, Florida law does recognize certain exceptions from the public records laws. In the event that the Applicant believes that any particular portion of the Qualification Statement is exempt from disclosure, the Applicant shall mark the exempt pages as "CONFIDENTIAL – EXEMPT FROM DISCLOSURE." In the event that the District receives a public records request relating to such records, the District will notify the Applicant. In the event that the District reasonably and in good faith believes that the Applicant's information is not confidential or exempt under Florida law, the District may provide the information in response to the request and will not be responsible for any liability, claims, damages or losses arising from such disclosure. In the event that a claim of any kind is filed challenging the confidentiality of the Applicant's information, the District may require the Applicant to indemnify, defend, and hold harmless the District and its staff and representatives from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the claim.

SECTION 16. SUBMISSION OF ONLY ONE PROPOSAL. Applicants may be disqualified and their Qualification Statements rejected if the District has reason to believe that collusion may exist among Applicants, the Applicant has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 17. FAMILIARITY WITH THE LAW. By submitting a Qualification Statement, the Applicant is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Applicant will in no way relieve it from responsibility to perform the work covered by the Applicant in compliance with all such laws, ordinances and regulations.

SECTION 18. PUBLIC ENTITY CRIMES. 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.

Applicant represents that in submitting a Qualification Statement, the Applicant has not been placed on the convicted vendor list within the last 36 months and, in the event that the Applicant is placed on the convicted vendor list, the Applicant shall immediately notify the District whereupon the Applicant may be disqualified.

SECTION 19. TABLE OF DEADLINES. For the convenience of the Applicants, the table provided below lists the relevant dates and times for the relevant aforementioned deadlines and events:

Event	Time
Pick-Up Time for Selection Manual	9:00a.m. (EST) on January 24, 2020
Deadline for Submission of Questions Regarding Selection Manual	12:00p.m. (EST) on February 10, 2020
Deadline for Submission of Qualification Statement and Other Required Materials	3:00p.m. (EST) on February 14, 2020
Deadline for Selection Manual Protests	Seventy-two (72) hours after the Submittal Deadline, with a more formal and detailed protest due seven (7) calendar days after the initial notice of protest was filed.
Qualification Presentation at Meeting of District's Board of Supervisors	6:00p.m. (EST) on March 10, 2020

STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT

**REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL ENGINEERING SERVICES
Sarasota County, Florida**

Evaluation Criteria

1) Ability and Adequacy of Professional Personnel (Weight: 20 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Engineer's Past Performance and Experience (Weight: 25 Points)

Experience on projects similar to the Project, and past performance regarding such projects; character, integrity, and reputation of respondent; etc.

3) Project Approach (Weight: 15 Points)

Consider the firm's initial strategy for addressing the Project.

4) Geographic Location (Weight: 10 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

5) Ability to Meet Time and Budget Requirements (Weight: 10 Points)

Consider the consultant's ability to meet time and budget requirements including staffing levels and past performance on previous projects; etc.

6) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

7) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

8) Volume of Work Previously Awarded to Engineer by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

9) Financial Capacity (Weight: 5 Points)

Consider the firm's financial capacity and insurance levels.

APPLICANT'S TOTAL SCORE (100 Points Possible)

STONEBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT

**REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL ENGINEERING SERVICES
Sarasota County, Florida**

Architect-Engineer Qualifications, Standard Form 330
(OMB No. 9000-0157, Expires 12/31/2020)

AFFIDAVIT OF ACKNOWLEDGMENTS

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“**Applicant**”), and am authorized to make this Affidavit of Acknowledgments on behalf of Applicant.

2. I assisted with the preparation of, and have reviewed, the Applicant’s Qualification Statement (“**Qualification Statement**”) provided in response to the Stoneybrook at Venice Community Development District Request for Qualifications for Professional Engineering Services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Applicant to constitute good cause for rejection of the Qualification Statement.

3. I do hereby certify that the Applicant has submitted only a single Qualification Statement and has not, either directly or indirectly, participated in collusion relating to the submission of the Qualification Statement.

4. The Applicant agrees through submission of the Qualification Statement to honor its Qualification Statement for one hundred and twenty (120) days from the opening of the Qualification Statements, and if awarded the contract on the basis of this Qualification Statement and further negotiations with the District, to enter into and execute the contract in a form substantially similar to that included in the Selection Manual.

5. The Applicant acknowledges the receipt of the complete Selection Manual as provided by the District and as described in the Selection Manual’s Table of Contents, and, to the extent that Addendums have been issued, the receipt of the following Addendum No.’s: _____.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after the Submittal Deadline, the Applicant acknowledges that (i) the Applicant has read, understood, and accepted the Selection Manual; (ii) the Applicant has had an opportunity to consult with legal counsel regarding the Selection Manual; (iii) the Applicant has agreed to the terms of the Selection Manual; and (iv) the Applicant has waived any right to challenge any matter relating to the Selection Manual, including but not limited to any protest relating to the Qualification Statement notice, instructions, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Selection Manual, or any other issues or items relating to the Selection Manual.

7. The Applicant authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the Stoneybrook at Venice Community Development District, or its authorized agents, deemed necessary to verify the statements made in the Qualification Statement, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Applicant.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit of Acknowledgments and that the foregoing is true and correct.

Dated this _____ day of _____, 2020.

Applicant: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

**SWORN STATEMENT UNDER SECTION 287.133,
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

This sworn statement is submitted to Stoneybrook at Venice Community Development District.

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“**Applicant**”), and am authorized to make this Sworn Statement on behalf of Applicant.
2. Applicant’s business address is _____.
3. Applicant’s Federal Employer Identification Number (FEIN) is _____.
(If the Applicant has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), *Florida Statutes*, means “a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.”
5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), *Florida Statutes*, means “a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.”
6. I understand that an "affiliate" as defined in Section 287.133(1)(a), *Florida Statutes*, means:

A predecessor or successor of a person convicted of a public entity crime;
or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1)(e), *Florida Statutes*, means "any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term 'person' includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity."
8. Based on information and belief, the statement which I have marked below is true in relation to the Applicant submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

(Signatures on Following Page)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133, *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of _____, 2020.

Applicant: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

STONEBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT

**REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL ENGINEERING SERVICES
Sarasota County, Florida**

Sample Form of Contract

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (the “**Agreement**”) is made and entered into effective the ____ day of _____, 2020, by and between:

Stoneybrook at Venice Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Sarasota County, Florida, with a mailing address of c/o DPFPG, 15310 Amberly Drive, Suite 175, Tampa, FL 33647 (the “**District**”); and

_____, a _____, with a mailing address of _____ (the “**Engineer**”).

RECITALS

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

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

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

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

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

WHEREAS, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

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

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties hereto and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

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

ARTICLE 2. SCOPE OF SERVICES.

A. The Engineer will provide general engineering services, including:

1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
 2. Assisting in meeting with necessary parties involving bond issues, special reports, feasibility studies or other tasks.
 3. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects.
 4. Any other items requested by the Board of Supervisors.
- B.** Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
1. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
 2. Processing of contractor's pay estimates.
 3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 4. Final inspection and requested certificates for construction including the final certificate of construction.
 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 6. Any other activity related to construction as authorized by the Board.
- C.** With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

ARTICLE 3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of services, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("**Work Authorization**"). Authorization of services or projects under this Agreement shall be at the sole option of the District.

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

- A. Lump Sum Amount** – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service

contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.

- B. Hourly Personnel Rates** – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Exhibit A**, attached hereto and incorporated by this reference. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

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

- A.** Expenses of transportation and living when traveling in connection with a project and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.
- B.** Expense of reproduction, postage and handling of drawings and specifications.

ARTICLE 6. TERM OF AGREEMENT. It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties hereto until terminated in accordance with its terms.

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

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

ARTICLE 9. OWNERSHIP OF DOCUMENTS.

- A.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the “**Work Product**”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

- B. The Engineer shall deliver all Work Product to the District upon completion thereof, unless it is necessary for the Engineer in the District's sole discretion to retain possession for a longer period of time. Upon early termination of the Engineer's services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project.
- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise, the preparation of such copyrightable or patentable materials or designs.

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

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

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

ARTICLE 13. INSURANCE.

- A. Subject to the provisions of this Article, the Engineer shall, at a minimum, maintain throughout the term of this Agreement the following insurance:

1. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 2. Commercial General Liability Insurance, including, but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence, and not less than Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate covering all work performed under this Agreement.
 3. Automobile Liability Insurance, including without limitation bodily injury and property damage, including all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) combined single limit covering all work performed under this Agreement.
 4. Professional Liability Insurance for Errors and Omissions, with limits of not less than One Million Dollars and No Cents (\$1,000,000.00).
- B.** All insurance policies secured by Engineer pursuant to the terms of this Agreement shall be written on an "occurrence" basis to the extent permitted by law.
- C.** The District and the District's officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida
- D.** If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

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

ARTICLE 15. AUDIT. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement for

a period of four (4) years or longer as required by law. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later.

ARTICLE 16. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

ARTICLE 17. COMPLIANCE WITH PROFESSIONAL STANDARDS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence, and professional competency for such work and/or services. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

ARTICLE 18. INDEMNIFICATION. The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District and the District's officers, supervisors, agents, staff, and representatives (together, the "**Indemnitees**"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including without limitation the Engineer's contractors, subcontractors, and sub-subcontractors. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars and No Cents (\$2,000,000.00) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

ARTICLE 19. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

ARTICLE 20. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any Federal or State unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District, unless set forth differently herein or authorized by vote of the Board.

ARTICLE 21. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for all proceedings with respect to this Agreement shall be Sarasota County, Florida.

ARTICLE 22. NOTICE. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Engineer: [TO BE INSERTED]

B. If to District: Stoneybrook at Venice Community
Development District
c/o DPF
15310 Amberly Drive
Suite 175
Tampa, Florida 33647
Attn: Ken Joines

With a copy to: Persson, Cohen & Mooney, P.A.
6853 Energy Court
Lakewood Ranch, Florida 34240
Attn: Andy Cohen

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) day’s written notice to the parties and addressees set forth herein.

ARTICLE 23. PUBLIC RECORDS. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public

records custodian for the District is DPF Management & Consulting, LLC (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Engineer’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT’S CUSTODIAN OF PUBLIC RECORDS, KEN JOINES AT (813) 374-9104, KEN.JOINES@DPFG.COM, 15310 AMBERLY DRIVE, SUITE 175, TAMPA, FL 33647.

ARTICLE 24. NO THIRD-PARTY BENEFITS. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

ARTICLE 25. 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.

ARTICLE 26. ASSIGNMENT. Except as provided otherwise in this Agreement, neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate and consistent with this Agreement.

ARTICLE 27. CONSTRUCTION DEFECTS. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

ARTICLE 28. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Engineer.

ARTICLE 29. ARM’S LENGTH TRANSACTION. This Agreement reflects the negotiated agreement of the District and the Engineer, each represented by competent legal counsel. Accordingly, this

Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

ARTICLE 30. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND PURSUANT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, THE REQUIREMENTS OF WHICH ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 31. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

ARTICLE 32. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

ARTICLE 33. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Engineer is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees and costs at all judicial levels.

ARTICLE 34. ACCEPTANCE. Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Engineer in the spaces provided below.

ARTICLE 35. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Attest:

**STONEBROOK AT VENICE COMMUNITY
DEVELOPMENT DISTRICT**

Assistant Secretary/Secretary

Chairperson,
Board of Supervisors

[ENGINEER]

Witness

By: _____
Its: _____

EXHIBIT A: Schedule of Rates

Exhibit A
Schedule of Rates

EXHIBIT 5.

RESOLUTION 2020-2

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT RESCINDING RESOLUTION 2019-5 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Stoneybrook at Venice Community Development District (hereinafter referred to as the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Sarasota County, Florida; and

WHEREAS, the District on or about September 5, 2019 adopted Resolution 2019-5 establishing a lake project fact-finding committee to study erosion of the District’s stormwater lakes and potential solutions to that issue; and

WHEREAS, at a duly scheduled and advertised District meeting on or about October 3, 2019, the District’s Board of Supervisors passed a motion to rescind Resolution 2019-5.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT THE FOLLOWING:

1. Resolution 2019-5 is hereby rescinded and shall be of no further force or effect.
2. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

ATTEST:

**STONEYBROOK AT VENICE
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

EXHIBIT 6.

RESOLUTION 2020-8

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND APPROVING A CHANGE OF DESIGNATED REGISTERED AGENT AND REGISTERED OFFICE OF THE STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Stoneybrook at Venice Community Development District (hereinafter referred to as the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Sarasota County, Florida; and

WHEREAS, the District is statutorily required to designate a registered agent and registered office location for the purposes of record keeping and accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), Fla. Stat.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT THE FOLLOWING:

1. Andrew Cohen of Persson, Cohen & Mooney, P.A. is hereby designated as Registered Agent for the District.
2. The District’s Registered Office shall be 6853 Energy Court, Lakewood Ranch, FL 34240, Telephone: (941)306-4730.
3. In accordance with Section 189.014, Fla. Stat., the District’s Secretary is hereby directed to file certified copies of this Resolution with Sarasota County and the Florida Department of Economic Opportunity.
4. This resolution shall become effective immediately upon adoption

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

ATTEST:

**STONEYBROOK AT VENICE
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman