

**HILLTOP POINT
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
PUBLIC HEARING & REGULAR MEETING
AUGUST 26, 2022**

**HILLTOP POINT
COMMUNITY DEVELOPMENT DISTRICT AGENDA
FRIDAY, AUGUST 26, 2022 AT 10:15 a.m.
SPRINGHILL SUITES BY MARRIOTT TAMPA SUNCOAST PARKWAY
LOCATED AT 16615 CROSSPOINTE RUN, LAND O' LAKES, FL 34638**

District Board of Supervisors	Chair Vice-Chair Supervisor Supervisor Supervisor	Betty Valenti Keith Malcuit Lee Thompson John Blakley Vacant
District Manager	Inframark	Brian Lamb Bryan Radcliff
District Attorney	Erin McCormick Law, PA	Erin McCormick
District Engineer	Stantec, Inc	Tonja Stewart

All cellular phones and pagers must be turned off while in the meeting room

The District Agenda is comprised of four different sections:

The meeting will begin at **10:15 a.m.**

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 873-7300, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 who can aid you in contacting the District Office.

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

August 26, 2022

Hilltop Point Community Development District

Dear Board Members:

The Public Hearing & Regular Meeting of the Hilltop Point Community Development District will be held on **August 26, 2022 at 10:15 a.m. at the SpringHill Suites by Marriott Tampa Suncoast Parkway located at 16615 Crosspointe Run, Land O'Lakes, FL 34638**. Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

Call In Number: 1-866-906-9330

Access Code: 4863181

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT ON AGENDA ITEMS**
- 3. RECESS TO PUBLIC HEARINGS**
- 4. PUBLIC HEARING ON ADOPTING FINAL FISCAL YEAR 2023 BUDGET**
 - A. Open Public Hearing on Final Fiscal Year 2023 Budget
 - B. Staff Presentations
 - C. Public Comments
 - D. Consideration of Resolution 2022-40; Adopting Fiscal Year 2023 Budget.....Tab 01
 - E. Close Public Hearing on Final Fiscal Year 2023 Budget
- 5. PUBLIC HEARING ON LEVYING O&M ASSESSMENTS**
 - A. Open Public Hearing on Levying O&M Assessments
 - B. Staff Presentations
 - C. Public Comment
 - D. Consideration of Resolution 2022-41; Levying O&M Assessments.....Tab 02
 - i. Developer Budget Funding Agreement
 - E. Close Public Hearing on Levying O&M Assessments
- 6. RETURN TO REGULAR MEETING**
- 7. BUSINESS ITEMS**
 - A. Consideration of Resolution 2022-42; Setting FY 2023 Meeting Schedule.....Tab 03
 - B. Consideration of Landscape Maintenance Services Proposal.....Tab 04
 - C. Consideration of Agreement for District Engineering Services.....Tab 05
 - D. General Matters of the District
- 8. CONSENT AGENDA ITEMS**
 - A. Consideration of Regular Meeting Minutes July 22, 2022.....Tab 06
 - B. Consideration of Operations and Maintenance Expenditures July 2022.....Tab 07
 - C. Review of Financial Reports for Month Ending July 31, 2022.....Tab 08
- 9. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 10. BOARD MEMBERS COMMENTS**
- 11. PUBLIC COMMENTS**
- 12. ADJOURNMENT**

We look forward to speaking with you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 873-7300.

Sincerely,



RESOLUTION 2022-40

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager submitted, prior to June 15th, to the Board of Supervisors (“**Board**”) of the Hilltop Point Community Development District (“**District**”) a proposed budget for the next ensuing budget year (“**Proposed Budget**”), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

WHEREAS, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District at least 60 days prior to the adoption of the Proposed Budget pursuant to the provisions of Section 190.008(2)(b), Florida Statutes;

WHEREAS, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least 2 days before the public hearing pursuant to Section 189.016(4), Florida Statutes;

WHEREAS, the Board is required to adopt a resolution approving a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year pursuant to Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Budget

- a. That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s records office, and hereby approves certain amendments thereto, as shown below.
- b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2021-2022 and/or revised projections for fiscal year 2022-2023.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District’s records office and identified as “The Budget for the Hilltop

Point Community Development District for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023.”

- d. The final adopted budget shall be posted by the District Manager on the District’s website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

Section 2. Appropriations. There is hereby appropriated out of the revenues of the District (the sources of the revenues will be provided for in a separate resolution), for the fiscal year beginning October 1, 2022, and ending September 30, 2023, the sum of \$645,893.00, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

Total General Fund	\$ 310,575.00
Debt Service Funds	\$ 335,318.00
Total All Funds*	\$ 645,893.00

*Not inclusive of any collection costs or early payment discounts.

Section 3. Budget Amendments. Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and making the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraph c. above are posted on the District’s website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.

Section 4. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on August 26, 2022.

Attested By:

**Hilltop Point Community
Development District**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair/Vice Chair of the Board of Supervisors

Exhibit A: FY 2022-2023 Adopted Budget

2023

HILLTOP POINT

COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023
FINAL ANNUAL OPERATING BUDGET



August 26, 2022

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023 FINAL ANNUAL OPERATING BUDGET

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August 26, 2022

HILLTOP POINT

COMMUNITY DEVELOPMENT DISTRICT

BUDGET INTRODUCTION

Background Information

The Hilltop Point Community Development District is a local special purpose government authorized by Chapter 190, Florida Statutes, as amended. The Community Development District (CDD) is an alternative method for planning, financing, acquiring, operating and maintaining community-wide infrastructure in master planned communities. The CDD also is a mechanism that provides a “solution” to the State’s needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers. CDDs represent a major advancement in Florida’s effort to manage its growth effectively and efficiently. This allows the community to set a higher standard for construction along with providing a long-term solution to the operation and maintenance of community facilities.

The following report represents the District budget for Fiscal Year 2023, which begins on October 1, 2022. The District budget is organized by fund to segregate financial resources and ensure that the segregated resources are used for their intended purpose, and the District has established the following funds.

<u>Fund Number</u>	<u>Fund Name</u>	<u>Services Provided</u>
001	General Fund	Operations and Maintenance of Community Facilities
200	Debt Service Fund	Collection of Special Assessments for Debt Service on the Series 2022 Capital Improvement Revenue Bonds

Facilities of the District

The District’s existing facilities include storm-water management (lake and water control structures), wetland preserve areas, street lighting, landscaping, entry signage, entry features, irrigation distribution facilities, recreational center, parks, pool facility, tennis courts and other related public improvements.

Maintenance of the Facilities

In order to maintain the facilities, the District conducts hearings to adopt an operating budget each year. This budget includes a detailed description of the maintenance program along with an estimate of the cost of the program. The funding of the maintenance budget is levied as a non-ad valorem assessment on your property by the District Board of Supervisors.

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

REVENUE COLLECTION

GENERAL FUND REVENUES	
SPECIAL ASSESSMENTS - SERVICE CHARGES	
Operations & Maintenance Assmts-On Tax Roll	0.00
Operations & Maintenance Assmts-Off Tax Roll	310,575.00
TOTAL SPECIAL ASSESSMENTS - SERVICE CHARGES	\$310,575.00
CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES	
Landowner/Private Contributions	0.00
TOTAL CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES	\$0.00
OTHER MISCELLANEOUS REVENUES	
Miscellaneous GF 001	0.00
TOTAL OTHER MISCELLANEOUS REVENUES	\$0.00
TOTAL REVENUES	\$310,575.00

Notations:

(1) Revenues shown exclude County 2% collection cost and 4% early payment discount.

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

ADMINISTRATIVE DETAIL

EXPENDITURE - SHARED GF ADMINISTRATIVE	
FINANCIAL & ADMINISTRATIVE	
Supervisor Fees	0.00
District Manager	16,666.67
District Engineer	9,500.00
Organizational Meeting/Initial Set up	4,000.00
Administration Services	3,000.00
Recording Secretary	1,600.00
ADA Website Set Up/Compliance	1,800.00
Website Maintenance	800.00
Accounting Services	8,000.00
Construction Accounting	1,500.00
Assessment Roll Preparation	0.00
Financial & Revenue Collections	2,333.33
Auditing Services	0.00
Dissemination Services	1,250.00
Arbitrage Rebate Reporting	0.00
Postage, Phone, Faxes, Copies	500.00
Public Officials Insurance	2,500.00
Legal Advertising	3,500.00
Bank Fees	200.00
Dues, Licenses, & Fees	175.00
Rentals and Leases	500.00
Office Supplies	100.00
Website Maintenance	800.00
Technology Services	400.00
Miscellaneous Fees	250.00
LEGAL COUNSEL	
District Counsel	9,500.00
TOTAL ADMINSTRATIVE	\$68,875.00

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

SITE OPERATIONS

EXPENDITURES - FIELD OPERATIONS	
ELECTRIC UTILITY SERVICES	
Electric Utility Services - Streetlights	30,000.00
Electric Utility Services - All Others	1,500.00
TOTAL ELECTRIC UTILITY SERVICES	\$31,500.00
GARBAGE/SOLID WASTE SERVICES	
Garbage Recreation Center	0.00
TOTAL GARBAGE/SOLID WASTE SERVICES	\$0.00
WATER-SEWER COMBINATION SERVICES	
Water Utility Services	0.00
TOTAL WATER-SEWER COMBINATION SERVICES	\$0.00
STORMWATER CONTROL	
Aquatic Maintenance	7,500.00
Retaining Wall Maintenance	15,000.00
Annual Stormwater Report	5,000.00
TOTAL STORMWATER CONTROL	\$27,500.00
OTHER PHYSICAL ENVIRONMENT	
Property & Casualty Insurance	12,500.00
General Liability Insurance	3,200.00
Entry & Wall Maintenance	1,500.00
Landscape Maintenance	130,000.00
Irrigation Maintenance	6,000.00
Landscape Mulch	7,500.00
Landscape Annuals	7,500.00
Plant Replacement Program	5,000.00
Miscellaneous Landscape	1,000.00
TOTAL OTHER PHYSICAL ENVIRONMENT	\$174,200.00
ROAD & STREET FACILITIES	
Pavement & Drainage Maintenance	0.00
TOTAL ROAD & STREET FACILITIES	\$0.00
PARKS AND RECREATION	
Field Services	4,500.00
Facility Maintenance	0.00
On Site Staff	0.00
Pool Permits	0.00
Facility Janitorial Services	0.00
Facility Janitorial Supplies	0.00
Pool Service Contract	0.00
Pool Repairs 0.00	0.00
Facility A/C Maintenance	0.00
Telephone/Internet Services	0.00
Playground Equipment Maintenance	0.00
Access Control Maintenance	0.00
Dog Waste Station Service and Supplies	1,500.00
Holiday Decorations	0.00
Event Services & Supplies	0.00
TOTAL PARKS AND RECREATION	\$6,000.00
CONTINGENCY	
Miscellaneous Contingency	2,500.00
TOTAL CONTINGENCY	\$2,500.00
TOTAL SITE OPERATIONS	\$241,700.00

HILLTOP POINT

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND 001

Financial & Administrative

District Manager

The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors, and attends all meetings of the Board of Supervisors.

District Engineer

Consists of attendance at scheduled meetings of the Board of Supervisors, offering advice and consultation on all matters related to the works of the District, such as bids for yearly contracts, operating policy, compliance with regulatory permits, etc.

Disclosure Reporting

On a quarterly and annual basis, disclosure of relevant district information is provided to the Muni Council, as required within the bond indentures.

Trustees Fees

This item relates to the fee assessed for the annual administration of bonds outstanding, as required within the bond indentures.

Auditing Services

The District is required to annually undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to State Law and the Rules of the Auditor General.

Postage, Phone, Fax, Copies

This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Public Officials Insurance

The District carries Public Officials Liability in the amount of \$1,000,000.

Legal Advertising

This is required to conduct the official business of the District in accordance with the Sunshine Law and other advertisement requirements as indicated by the Florida Statutes.

Bank Fees

The District operates a checking account for expenditures and receipts.

Dues, Licenses & Fees

The District is required to file with the County and State each year.

Miscellaneous Fees

To provide for unbudgeted administrative expenses.

Office Supplies

Cost of daily supplies required by the District to facilitate operations.

Website Administration

This is for maintenance and administration of the Districts official website.

HILLTOP POINT

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND 001

Legal Counsel

District Counsel

Requirements for legal services are estimated at an annual expenditures on an as needed and also cover such items as attendance at scheduled meetings of the Board of Supervisor's, Contract preparation and review, etc.

Electric Utility Services

Electric Utility Services

This item is for street lights, pool, recreation facility and other common element electricity

Other Physical Environment

Waterway Management System

This item is for maintaining the multiple waterways that compose the District's waterway management system and aids in controlling nuisance vegetation that may otherwise restrict the flow of water

Property & Casualty Insurance

The District carries \$1,000,000 in general liability and also has sovereign immunity.

Entry & Walls Maintenance

This item is for maintaining the main entry feature and other common area walls.

Landscape Maintenance

The District contracts with a professional landscape firm to provide service through a public bid process. This fee does not include replacement material or irrigation repairs.

Miscellaneous Landscape

This item is for any unforeseen circumstances that may effect the appearance of the landscape program.

Plant Replacement Program

This item is for landscape items that may need to be replaced during the year.

HILLTOP POINT

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

SERIES 2022-1

REVENUES

CDD Debt Service Assessments	\$	335,318
TOTAL REVENUES	\$	335,318

EXPENDITURES

Series 2022-1 May Bond Principal Payment	\$	131,021
Series 2022-1 May Bond Interest Payment	\$	75,000
Series 2022-1 November Bond Interest Payment	\$	129,296
TOTAL EXPENDITURES	\$	335,318
EXCESS OF REVENUES OVER EXPENDITURES	\$	-

ANALYSIS OF BONDS OUTSTANDING

Bonds Outstanding - Period Ending 11/1/2022	\$	5,010,000
Principal Payment Applied Toward Series 2022-1 Bonds	\$	131,021
Bonds Outstanding - Period Ending 11/1/2023	\$	4,878,979

HILLTOP POINT

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND SERIES 2022-2

REVENUES

CDD Debt Service Assessments	\$	-
TOTAL REVENUES	\$	-

EXPENDITURES

Series 2022-2 May Bond Principal Payment	\$	-
Series 2022-2 May Bond Interest Payment	\$	-
Series 2022-2 November Bond Interest Payment	\$	-
TOTAL EXPENDITURES	\$	-
EXCESS OF REVENUES OVER EXPENDITURES	\$	-

ANALYSIS OF BONDS OUTSTANDING

Bonds Outstanding - Period Ending 11/1/2022	\$	3,365,000
Principal Payment Applied Toward Series 2022-2 Bonds	\$	-
Bonds Outstanding - Period Ending 11/1/2023	\$	3,365,000

Series 2022-2 Bonds are in a period of capitalized interest through 11.01.23.

HILLTOP POINT

COMMUNITY DEVELOPMENT DISTRICT

SCHEDULE OF ANNUAL ASSESSMENTS

FISCAL YEAR 2023					
Lot Size	EAU Value	Unit Count	Debt Service Per Unit	O&M Per Unit (2)	FY 2023 Total Assessment (1)
ASSESSMENT AREA TWO - SERIES 2022-1 BONDS					
Single Familt 54'	1.00	249	\$1,435.69	\$1,326.90	\$2,762.59
ASSESSMENT AREA TWO - SERIES 2022-2 BONDS					
Single Familt 54'	1.00	172	\$1,436.17	\$0.00	\$1,436.17
Total		421			

Notations:

(1)Annual assessments are adjusted for Pasco County collection fees and statutory discounts for early payment.

(2)Future expansion area excluded. Additional 172 Single Family Units Planned for inclusion.

RESOLUTION 2022-41

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT IMPOSING ANNUALLY RECURRING OPERATIONS AND MAINTENANCE NON-AD VALOREM SPECIAL ASSESSMENTS; PROVIDING FOR COLLECTION AND ENFORCEMENT OF ALL DISTRICT SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENT OF THE ASSESSMENT ROLL; PROVIDING FOR CHALLENGES AND PROCEDURAL IRREGULARITIES; APPROVING THE FORM OF A BUDGET FUNDING AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Hilltop Point Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

WHEREAS, the District is located in Pasco County, Florida (“**County**”);

WHEREAS, the Board of Supervisors of the District (“**Board**”) hereby determines to undertake various activities described in the District’s adopted budget for fiscal year 2022-2023 attached hereto as **Exhibit A (“FY 2022-2023 Budget”)** and incorporated as a material part of this Resolution by this reference;

WHEREAS, the District must obtain sufficient funds to provide for the activities described in the FY 2022-2023 Budget;

WHEREAS, the provision of the activities described in the FY 2022-2023 Budget is a benefit to lands within the District;

WHEREAS, the District may impose non-ad valorem special assessments on benefited lands within the District pursuant to Chapter 190, Florida Statutes;

WHEREAS, such special assessments may be placed on the County tax roll and collected by the local Tax Collector (“**Uniform Method**”) pursuant to Chapters 190 and 197, Florida Statutes;

WHEREAS, the District has, by resolution and public notice, previously evidenced its intention to utilize the Uniform Method;

WHEREAS, the District has approved an agreement with the County Property Appraiser (“**Property Appraiser**”) and County Tax Collector (“**Tax Collector**”) to provide for the collection of special assessments under the Uniform Method;

WHEREAS, it is in the best interests of the District to proceed with the imposition, levy, and collection of the annually recurring operations and maintenance non-ad valorem special assessments on all assessable lands in the amount contained for each parcel's portion of the FY 2022-2023 Budget ("**O&M Assessments**");

WHEREAS, the Board desires to collect the annual installment for the previously levied debt service non-ad valorem special assessments ("**Debt Assessments**") in the amounts shown in the FY 2022-2023 Budget;

WHEREAS, the District adopted an assessment roll as maintained in the office of the District Manager, available for review, and incorporated as a material part of this Resolution by this reference ("**Assessment Roll**");

WHEREAS, it is in the best interests of the District to certify a portion of the Assessment Roll on the parcels designated in the Assessment Roll to the Tax Collector pursuant to the Uniform Method and to directly collect a portion of the Assessment Roll on the parcels designated in the Assessment Roll through the direct collection method pursuant to Chapter 190, Florida Statutes;

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, including the property certified to the Tax Collector by this Resolution, as the Property Appraiser updates the property roll, for such time as authorized by Florida law; and

WHEREAS, Balm Grove, LLC ("**Developer**"), as the developer of certain lands within the District, has agreed to fund (in addition to its portion of the O/M Assessments) a portion of the FY 2022-2023 Budget as shown in the revenues line item of the FY 2022-2023 Budget pursuant to a budget funding agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Benefit from Activities and O&M Assessments. The provision of the activities described in the FY 2022-2023 Budget confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the O&M Assessments allocated to such lands. The allocation of the expenses of the activities to the specially benefited lands is shown in the FY 2022-2023 Budget and in the Assessment Roll.

Section 2. O&M Assessments Imposition. Pursuant to Chapter 190, Florida Statutes and procedures authorized by Florida law for the levy and collection of special assessments, the O&M Assessments are hereby imposed and levied on benefited lands within the District in accordance with the FY 2022-2023 Budget and Assessment Roll. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.

Section 3. Collection and Enforcement of District Assessments.

- a. **Uniform Method for certain Debt Assessments and certain O&M Assessments.** The collection of the Debt Assessments and O&M Assessments on certain lands designated for collection using the Uniform Method as described in

the Assessment Roll, shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method. All assessments collected by the Tax Collector shall be due, payable, and enforced pursuant to Chapter 197, Florida Statutes.

b. Direct Bill for Certain Debt Assessments.

- i. The Debt Assessments on undeveloped and unplatted lands will be collected directly by the District in accordance with Florida law, as set forth in the Assessment Roll.
- ii. To the extent permitted by law, the Debt Assessments due may be paid in several partial, deferred payments and according to the following schedule:
 1. 50% due no later than October 1, 2022
 2. 25% due no later than February 1, 2023
 3. 25% due no later than April 1, 2023
- iii. In the event that a Debt Assessment payment is not made in accordance with the schedule stated above, the whole Debt Assessment – including any remaining partial or deferred payments for Fiscal Year 2022-2023 as well as any future installments of the Debt Assessment – shall immediately become due and payable. Such Debt Assessment shall accrue interest (at the applicable rate of any bonds or other debt instruments secured by the Debt Assessment), statutory penalties in the amount of 1% per month, and all costs of collection and enforcement. Such Debt Assessment shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement.
- iv. In the event a Debt Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, Florida Statutes or other applicable law to collect and enforce the whole assessment, as set forth herein.

c. Direct Bill for Certain O&M Assessments.

- i. The O&M Assessments on certain lands (as designated for direct collection in the Assessment Roll) will be collected directly by the District in accordance with Florida law, as set forth in the Assessment Roll.
- ii. O&M Assessments directly collected by the District are due in full on October 1, 2022; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule:
 1. 50% due no later than October 1, 2022
 2. 25% due no later than February 1, 2023
 3. 25% due no later than April 1, 2023
- iii. In the event that an O&M Assessment payment is not made in accordance with the schedule stated above, the whole O&M Assessment may immediately become due and payable. Such O&M Assessment shall accrue statutory penalties in the amount of 1% per month and all costs of collection and enforcement. Such O&M Assessment shall either be

enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties and costs of collection and enforcement.

- d. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

Section 4. Certification of Assessment Roll. The Assessment Roll is hereby certified and authorized to be transmitted to the Tax Collector.

Section 5. Assessment Roll Amendment. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

Section 6. Assessment Challenges. The adoption of this Resolution shall be the final determination of all issues related to the O&M Assessments as it relates to property owners whose benefited property is subject to the O&M Assessments (including, but not limited to, the determination of special benefit and fair apportionment to the assessed property, the method of apportionment, the maximum rate of the O&M Assessments, and the levy, collection, and lien of the O&M Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 30 days from adoption date of this Resolution.

Section 7. Procedural Irregularities. Any informality or irregularity in the proceedings in connection with the levy of the O&M Assessments shall not affect the validity of the same after the adoption of this Resolution, and any O&M Assessments as finally approved shall be competent and sufficient evidence that such O&M Assessment was duly levied, that the O&M Assessment was duly made and adopted, and that all other proceedings adequate to such O&M Assessment were duly had, taken, and performed as required.

Section 8. Approving the Form of a Budget Funding Agreement with Developer. The Budget Funding Agreement between the District and Developer attached hereto as **Exhibit B** is hereby approved in substantial form. The Chair or the Vice-Chair of the Board are hereby authorized and directed to execute and deliver said agreement on behalf of and in the name of the District. The Secretary or any Assistant Secretary of the Board are hereby authorized to attest such execution. Any additions, deletions or modifications may be made and approved by the Chair or the Vice-Chair and their execution of the agreement shall be conclusive evidence of such approval.

Section 9. Severability. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

Section 10. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on August 26, 2022.

Attested By:

**Hilltop Point Community
Development District**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair/Vice Chair of the Board of Supervisors

Exhibit A: FY 2022-2023 Budget

Exhibit B: Form of Budget Funding Agreement with Developer

2023

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023 FINAL ANNUAL OPERATING BUDGET



August 26, 2022

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023 FINAL ANNUAL OPERATING BUDGET

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August 26, 2022

HILLTOP POINT

COMMUNITY DEVELOPMENT DISTRICT

BUDGET INTRODUCTION

Background Information

The Hilltop Point Community Development District is a local special purpose government authorized by Chapter 190, Florida Statutes, as amended. The Community Development District (CDD) is an alternative method for planning, financing, acquiring, operating and maintaining community-wide infrastructure in master planned communities. The CDD also is a mechanism that provides a “solution” to the State’s needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers. CDDs represent a major advancement in Florida’s effort to manage its growth effectively and efficiently. This allows the community to set a higher standard for construction along with providing a long-term solution to the operation and maintenance of community facilities.

The following report represents the District budget for Fiscal Year 2023, which begins on October 1, 2022. The District budget is organized by fund to segregate financial resources and ensure that the segregated resources are used for their intended purpose, and the District has established the following funds.

<u>Fund Number</u>	<u>Fund Name</u>	<u>Services Provided</u>
001	General Fund	Operations and Maintenance of Community Facilities
200	Debt Service Fund	Collection of Special Assessments for Debt Service on the Series 2022 Capital Improvement Revenue Bonds

Facilities of the District

The District’s existing facilities include storm-water management (lake and water control structures), wetland preserve areas, street lighting, landscaping, entry signage, entry features, irrigation distribution facilities, recreational center, parks, pool facility, tennis courts and other related public improvements.

Maintenance of the Facilities

In order to maintain the facilities, the District conducts hearings to adopt an operating budget each year. This budget includes a detailed description of the maintenance program along with an estimate of the cost of the program. The funding of the maintenance budget is levied as a non-ad valorem assessment on your property by the District Board of Supervisors.

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

REVENUE COLLECTION

GENERAL FUND REVENUES	
SPECIAL ASSESSMENTS - SERVICE CHARGES	
Operations & Maintenance Assmts-On Tax Roll	0.00
Operations & Maintenance Assmts-Off Tax Roll	310,575.00
TOTAL SPECIAL ASSESSMENTS - SERVICE CHARGES	\$310,575.00
CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES	
Landowner/Private Contributions	0.00
TOTAL CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES	\$0.00
OTHER MISCELLANEOUS REVENUES	
Miscellaneous GF 001	0.00
TOTAL OTHER MISCELLANEOUS REVENUES	\$0.00
TOTAL REVENUES	\$310,575.00

Notations:

(1) Revenues shown exclude County 2% collection cost and 4% early payment discount.

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

ADMINISTRATIVE DETAIL

EXPENDITURE - SHARED GF ADMINISTRATIVE	
FINANCIAL & ADMINISTRATIVE	
Supervisor Fees	0.00
District Manager	16,666.67
District Engineer	9,500.00
Organizational Meeting/Initial Set up	4,000.00
Administration Services	3,000.00
Recording Secretary	1,600.00
ADA Website Set Up/Compliance	1,800.00
Website Maintenance	800.00
Accounting Services	8,000.00
Construction Accounting	1,500.00
Assessment Roll Preparation	0.00
Financial & Revenue Collections	2,333.33
Auditing Services	0.00
Dissemination Services	1,250.00
Arbitrage Rebate Reporting	0.00
Postage, Phone, Faxes, Copies	500.00
Public Officials Insurance	2,500.00
Legal Advertising	3,500.00
Bank Fees	200.00
Dues, Licenses, & Fees	175.00
Rentals and Leases	500.00
Office Supplies	100.00
Website Maintenance	800.00
Technology Services	400.00
Miscellaneous Fees	250.00
LEGAL COUNSEL	
District Counsel	9,500.00
TOTAL ADMINSTRATIVE	\$68,875.00

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

SITE OPERATIONS

EXPENDITURES - FIELD OPERATIONS	
ELECTRIC UTILITY SERVICES	
Electric Utility Services - Streetlights	30,000.00
Electric Utility Services - All Others	1,500.00
TOTAL ELECTRIC UTILITY SERVICES	\$31,500.00
GARBAGE/SOLID WASTE SERVICES	
Garbage Recreation Center	0.00
TOTAL GARBAGE/SOLID WASTE SERVICES	\$0.00
WATER-SEWER COMBINATION SERVICES	
Water Utility Services	0.00
TOTAL WATER-SEWER COMBINATION SERVICES	\$0.00
STORMWATER CONTROL	
Aquatic Maintenance	7,500.00
Retaining Wall Maintenance	15,000.00
Annual Stormwater Report	5,000.00
TOTAL STORMWATER CONTROL	\$27,500.00
OTHER PHYSICAL ENVIRONMENT	
Property & Casualty Insurance	12,500.00
General Liability Insurance	3,200.00
Entry & Wall Maintenance	1,500.00
Landscape Maintenance	130,000.00
Irrigation Maintenance	6,000.00
Landscape Mulch	7,500.00
Landscape Annuals	7,500.00
Plant Replacement Program	5,000.00
Miscellaneous Landscape	1,000.00
TOTAL OTHER PHYSICAL ENVIRONMENT	\$174,200.00
ROAD & STREET FACILITIES	
Pavement & Drainage Maintenance	0.00
TOTAL ROAD & STREET FACILITIES	\$0.00
PARKS AND RECREATION	
Field Services	4,500.00
Facility Maintenance	0.00
On Site Staff	0.00
Pool Permits	0.00
Facility Janitorial Services	0.00
Facility Janitorial Supplies	0.00
Pool Service Contract	0.00
Pool Repairs 0.00	0.00
Facility A/C Maintenance	0.00
Telephone/Internet Services	0.00
Playground Equipment Maintenance	0.00
Access Control Maintenance	0.00
Dog Waste Station Service and Supplies	1,500.00
Holiday Decorations	0.00
Event Services & Supplies	0.00
TOTAL PARKS AND RECREATION	\$6,000.00
CONTINGENCY	
Miscellaneous Contingency	2,500.00
TOTAL CONTINGENCY	\$2,500.00
TOTAL SITE OPERATIONS	\$241,700.00

HILLTOP POINT

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND 001

Financial & Administrative

District Manager

The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors, and attends all meetings of the Board of Supervisors.

District Engineer

Consists of attendance at scheduled meetings of the Board of Supervisors, offering advice and consultation on all matters related to the works of the District, such as bids for yearly contracts, operating policy, compliance with regulatory permits, etc.

Disclosure Reporting

On a quarterly and annual basis, disclosure of relevant district information is provided to the Muni Council, as required within the bond indentures.

Trustees Fees

This item relates to the fee assessed for the annual administration of bonds outstanding, as required within the bond indentures.

Auditing Services

The District is required to annually undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to State Law and the Rules of the Auditor General.

Postage, Phone, Fax, Copies

This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Public Officials Insurance

The District carries Public Officials Liability in the amount of \$1,000,000.

Legal Advertising

This is required to conduct the official business of the District in accordance with the Sunshine Law and other advertisement requirements as indicated by the Florida Statutes.

Bank Fees

The District operates a checking account for expenditures and receipts.

Dues, Licenses & Fees

The District is required to file with the County and State each year.

Miscellaneous Fees

To provide for unbudgeted administrative expenses.

Office Supplies

Cost of daily supplies required by the District to facilitate operations.

Website Administration

This is for maintenance and administration of the Districts official website.

HILLTOP POINT

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND 001

Legal Counsel

District Counsel

Requirements for legal services are estimated at an annual expenditures on an as needed and also cover such items as attendance at scheduled meetings of the Board of Supervisor's, Contract preparation and review, etc.

Electric Utility Services

Electric Utility Services

This item is for street lights, pool, recreation facility and other common element electricity

Other Physical Environment

Waterway Management System

This item is for maintaining the multiple waterways that compose the District's waterway management system and aids in controlling nuisance vegetation that may otherwise restrict the flow of water

Property & Casualty Insurance

The District carries \$1,000,000 in general liability and also has sovereign immunity.

Entry & Walls Maintenance

This item is for maintaining the main entry feature and other common area walls.

Landscape Maintenance

The District contracts with a professional landscape firm to provide service through a public bid process. This fee does not include replacement material or irrigation repairs.

Miscellaneous Landscape

This item is for any unforeseen circumstances that may effect the appearance of the landscape program.

Plant Replacement Program

This item is for landscape items that may need to be replaced during the year.

HILLTOP POINT

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

SERIES 2022-1

REVENUES

CDD Debt Service Assessments	\$	335,318
TOTAL REVENUES	\$	335,318

EXPENDITURES

Series 2022-1 May Bond Principal Payment	\$	131,021
Series 2022-1 May Bond Interest Payment	\$	75,000
Series 2022-1 November Bond Interest Payment	\$	129,296
TOTAL EXPENDITURES	\$	335,318
EXCESS OF REVENUES OVER EXPENDITURES	\$	-

ANALYSIS OF BONDS OUTSTANDING

Bonds Outstanding - Period Ending 11/1/2022	\$	5,010,000
Principal Payment Applied Toward Series 2022-1 Bonds	\$	131,021
Bonds Outstanding - Period Ending 11/1/2023	\$	4,878,979

HILLTOP POINT

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND SERIES 2022-2

REVENUES

CDD Debt Service Assessments	\$	-
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TOTAL REVENUES	\$	-
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EXPENDITURES

Series 2022-2 May Bond Principal Payment	\$	-
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Series 2022-2 May Bond Interest Payment	\$	-
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Series 2022-2 November Bond Interest Payment	\$	-
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TOTAL EXPENDITURES	\$	-
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EXCESS OF REVENUES OVER EXPENDITURES	\$	-
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ANALYSIS OF BONDS OUTSTANDING

Bonds Outstanding - Period Ending 11/1/2022	\$	3,365,000
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Principal Payment Applied Toward Series 2022-2 Bonds	\$	-
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Bonds Outstanding - Period Ending 11/1/2023	\$	3,365,000
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Series 2022-2 Bonds are in a period of capitalized interest through 11.01.23.

HILLTOP POINT

COMMUNITY DEVELOPMENT DISTRICT

SCHEDULE OF ANNUAL ASSESSMENTS

FISCAL YEAR 2023					
Lot Size	EAU Value	Unit Count	Debt Service Per Unit	O&M Per Unit (2)	FY 2023 Total Assessment (1)
ASSESSMENT AREA TWO - SERIES 2022-1 BONDS					
Single Familt 54'	1.00	249	\$1,435.69	\$1,326.90	\$2,762.59
ASSESSMENT AREA TWO - SERIES 2022-2 BONDS					
Single Familt 54'	1.00	172	\$1,436.17	\$0.00	\$1,436.17
Total		421			

Notations:

(1)Annual assessments are adjusted for Pasco County collection fees and statutory discounts for early payment.

(2)Future expansion area excluded. Additional 172 Single Family Units Planned for inclusion.

Hilltop Point Community Development District
Fiscal Year 2022/2023 Developer Funding Agreement

This Agreement is made and entered into this ____ day of _____, 2022 by and between:

Hilltop Point Community Development District, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes, and located in Pasco County, Florida (hereinafter "District"), and

M/I Homes of Tampa, LLC, a Florida limited liability company and a landowner in the District (hereinafter "Developer").

Recitals:

WHEREAS, the District was established by an ordinance of the City Commission of the City of Dade City, Florida for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including a stormwater management system, roadways, landscaping, recreational facilities and other infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns and/or is developing the majority of the real property within the District, which property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the Fiscal Year 2022-2023, which year commences on October 1, 2022, and concludes on September 30, 2023; and

WHEREAS, this general fund budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, the District has or will be levying non ad valorem special assessments on all land within the District that will benefit from the activities, operations and services set forth in Exhibit "A"; and

WHEREAS, in lieu of initially certifying for collection special assessments on the Property, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its operations as described in Exhibit "A" so long as payment

is timely provided; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on Exhibit "A" to the property owned by the Developer within the District (the "Property"); and

WHEREAS, the District desires to secure the funding of the Budget through the imposition of a continuing lien against the Property and otherwise as provided herein and in any resolutions of the District pertaining to the imposition of a lien for special assessments.

NOW, therefore, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Developer agrees to make available to the District the monies necessary for the operation of the District based on actual expenditures of the District as called for in the budget attached hereto as Exhibit "A" (and as Exhibit "A" may be amended from time to time), within thirty (30) days of written request by the District. Amendments to the District's 2022-2023 Fiscal Year Budget as shown on Exhibit "A" adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. The funds provided under this Agreement shall be placed in the District's general checking account. These payments are made by the Developer in lieu of the collection of special assessments that might otherwise be collected by the District.

2. The District has found that the activities, operations and services set out in Exhibit "A" provide a special and peculiar benefit to the Property, which benefit is allocated as provided in the assessment roll attached hereto and incorporated herein as Exhibit "B". The Developer agrees that the activities, operations and services set forth in Exhibit "A" provide a special and peculiar benefit to the Property equal to or in excess of the costs set out in Exhibit "A", as allocated in Exhibit "B". Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, or in any resolution of the District regarding the imposition and collection of special assessments, the District, in its sole discretion, and upon failure of the Developer to make payment as provided for in this Agreement, may choose to certify for collection amounts due hereunder as a non ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection on a future years tax roll and collected by the Hillsborough County Tax Collector, collected pursuant to a foreclosure action, or, at the District's discretion, collected in any other method authorized by law.

3. In the event the District is required to certify non ad valorem special assessments for collection as a result of the Developer's failure to provide the funds as required under this Agreement, the amount of funds received by the District from Developer under this Agreement shall be credited pro-rata to all lands subject to special assessments in the manner provided in the District's assessment methodology of operation and maintenance.

4. District and Developer agree that the Budget shall be revised at the end of the fiscal year to reflect the actual expenditures for the District for the period beginning October 1, 2022 and ending September 30, 2023. Developer shall not be responsible for any costs other than those costs provided for in the Budget, as so amended.

5. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. 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 of the parties hereto.

6. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law and each party has full power and authority to comply with the terms and provisions of this instrument.

7. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

8. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer, and in the manner described in paragraph 2 above.

9. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

10. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

11. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

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

13. This Agreement shall be effective after execution by both parties. The enforcement provisions of this Agreement shall survive its termination until all payments due under this Agreement are paid in full.

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

Hilltop Point Community Development District

ATTEST:

By: _____
Name: Betty Valenti, as Chair, Board of Supervisors

Hilltop Point CDD Secretary/Asst. Secretary

WITNESSES:

M/I Homes of Tampa, LLC, a Florida limited liability company

Name: _____

By: _____

Name: _____

Name: _____

As: _____

Exhibit A: Fiscal Year 2022-2023 Budget

Exhibit B: Fiscal Year 2022-2023 Operations and Maintenance Assessment Roll

Exhibit “A”
Fiscal Year 2022-2023 Budget

Exhibit "B"
Fiscal Year 2022-2023 Operations and Maintenance Assessment Roll

RESOLUTION 2022-42

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF HILLTOP POINT
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME
AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF
SUPERVISORS AND PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, the District’s Board of Supervisors (hereinafter the “Board”), is statutorily authorized to exercise the powers granted to the District, but has not heretofore met; and

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

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District’s meetings.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT THAT:**

Section 1. The annual public meeting schedule of the Board of Supervisors of the for the Fiscal Year 2023 attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with the requirements of Florida law.

Section 2. The District Manager is hereby directed to submit a copy of the Fiscal Year 2023 annual public meeting schedule to Pasco County and the Department of Economic Opportunity.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 26TH DAY OF AUGUST, 2022

ATTEST:

**HILLTOP POINT
COMMUNITY DEVELOPMENT
DISTRICT**

SECRETARY/ASSISTANT SECRETARY

CHAIR

EXHIBIT A

**BOARD OF SUPERVISORS MEETING DATES
HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023**

FISCAL YEAR 2022/2023

October 21, 2022	10:00 a.m.
November 25, 2022	10:00 a.m.*
December 30, 2022	10:00 a.m.
January 27, 2023	10:00 a.m.
February 24, 2023	10:00 a.m.
March 24, 2023	10:00 a.m.
April 28, 2023	10:00 a.m.
May 26, 2023	10:00 a.m.
June 23, 2023	10:00 a.m.
July 28, 2023	10:00 a.m.
August 25, 2023	10:00 a.m.
September 22, 2023	10:00 a.m.

**All meetings will convene at the SpringHill Suites by Marriott Tampa Suncoast Parkway located at
16615 Crosspointe Run, Land O'Lakes, FL 34638.**

***Meeting date subject to change due to the holiday.**



Landscape Maintenance Contract

Hilltop Point CDD
38409 McDonald Street Dade City, FL 33525

Contract Number:
2022-1021

June 27, 2022

Hilltop Point CDD
C/O Inframark
2005 Pan Am Circle Ste 300
Tampa, FL 33607

Attn: Bryan Radcliff

We appreciate the opportunity to present this proposal to show how Steadfast will enhance the quality of your landscape. Our team is committed to integrating the specific landscape needs of your property within your service and budget considerations.

We hereby propose the following for your review:

Common Area Maintenance Program

Service	Price per Month	Price Per Year
General Maintenance Services	\$3,635.50	\$43,626.00
Water Management	\$110.00	\$1,320.00
Fertilization Plan	\$100.00	\$1,200.00
Total	\$3,845.50	\$46,146.00

Additional Services

These items to be billed in addition to the base fee and at the time the service is performed.

Service	Estimated # of Units	Price per Unit Installed
Mulch	TBD	\$50.00 per Yard
Annuals	TBD	\$2.75 per 4" plant
Vacant Lot Mowing	TBD	\$55.00 per man hour

Agreement

The contract will run for one year starting _____. If upon expiration of this agreement, both parties have not signed a new contract, this contract shall automatically be renewed for a one-year term. Changes to contract prices shall be in writing and agreed upon by both parties.

The goal of this contract is that upon completion of each visit to the client, the landscape appearance shall be maintained to the highest reasonable standard possible given the nature of the property and its individual condition.

Steadfast Contractors Alliance, LLC. / HC Property Maintenance, LLC, DBA Steadfast, here after referred to as Landscaper / Contractor, agrees to furnish all supervision, labor, materials, supplies, and equipment to perform the work hereinabove. Proof of



insurance and necessary licensees will be provided if requested by client. Landscaper will also provide workman's compensation and proof thereof on employees if requested by client.

The contract does not attempt to address damage caused by vandalism, floods, hurricanes, poor drainage, or other incidents beyond the control of the contractor. The contractor will endeavor to address such contingencies upon client's request by separate agreement.

Landscape Maintenance Program

1. **Mowing:** Rotary lawn mowers will be used with sufficient horsepower to leave a neat, clean, and uncluttered appearance at least 41 times per calendar year depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season, April through October, and every other week during the non-growing season or as needed November through March. Lake banks and retention areas will be mowed to the water's edge. Retention areas too wet for mowing will be mowed once ground is firm enough for normal safe operation.
2. **Turf Trimming:** Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by weed eaters. When weed eating, a continuous cutting height will be maintained to prevent scalping.
3. **Edging:** All turf edges of walks, curbs, and driveways shall be performed every mowing. A soft edge of all bed areas will be performed every other mowing. A power edger will be used for this purpose. A weed-eater may be used only in areas not accessible to power edger.
4. **Pruning:** All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of 12 times per calendar year to ensure the following:
 - a. Maintain all sidewalks to eliminate any overhanging branches of or foliage, which obstructs and hinders pedestrian or motor traffic.
 - b. Retain the individual plant's natural form and to prune to eliminate branches, which are rubbing against walls and roofs.
 - c. The removal of dead, diseased, or injured branches and palms will be performed as needed.
 - d. Ground covers and vines maintain a neat, uniform appearance.
5. **Pest Control and Fertilization:**
 - a. Fertilization of St Augustine and Bermuda Turf shall be performed six (6) times per year. Shrubs and ground covers will be inspected four (4) times per year and fertilized at rates designed to address site-specific nutritional needs. Trees will be fertilized two (2) times per year at rates designed to address site-specific nutritional needs. All landscape beds shall be monitored and treated with appropriate pesticides as needed throughout the year. We employ an IPM (Integrated Pest Management) program, which calls for chemicals to be used only as needed. Any infestations will be treated on an as needed basis. Plants will be monitored, and issues addressed as necessary to effectively control insect infestations and disease as environmental, horticultural, and weather conditions permit.
6. **Irrigation:**
 - a. Water Management / Irrigation System Initial Inspection: At the commencement of the contract, the contractor will perform a complete evaluation of the system. Contractor will provide the Owner with a summary of each clock and zone operation. Contractor will submit recommendations for all the necessary repairs and improvements to the system with an itemized cost for completing the proposed work.
 - b. Throughout the contract, all irrigation zones throughout the turf areas and planting beds shall be inspected once a month to insure proper operation. Repairs will be made on a time and materials basis. Contractor is not responsible for turf or plant loss due to water restrictions.
7. **Weeding:** Weeds will be removed from all plant, tree, and flower beds once a month during the non-growing season and twice a month during the growing season (12 times per year) or as necessary to keep beds weed free. Manual (hand pulling) and chemical (herbicides) will be used as control methods.

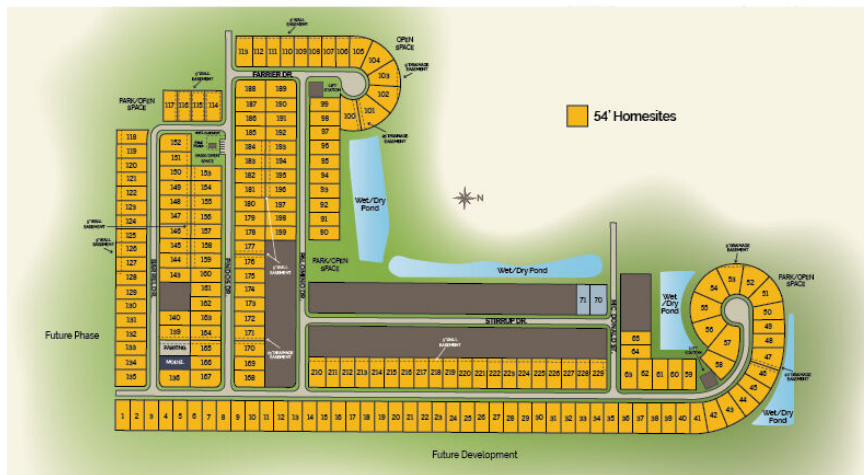


8. **Clean-Up:** All non-turf areas will be cleaned with a backpack or street blower. All trash shall be picked up throughout the common areas before each mowing. Trash shall be disposed of offsite.

Service Location

Hiltop Point CDD 38409 McDonald Street Dade City, FL 33525

Hilltop Point Site Map



mihomes.com

M/I Homes builds quality homes in Austin, TX; Charlotte, NC; Chicago, IL; Cincinnati, OH; Columbus, OH; Dallas/Fort Worth, TX; Detroit, MI; Houston, TX; Indianapolis, IN; Minneapolis/St. Paul, MN; Nashville, TN; Orlando, FL; Raleigh, NC; San Antonio, TX; San Jose, CA; Tampa, FL; and Tempe, AZ.

Site map is for illustration purposes only. Plot is not to scale and may vary from actual conditions. See New Home Consultant for details.



Compensation

Contractor shall be paid monthly. On the first (1st) day of the month, the Contractor shall tender to the Customer and bill or invoices for those services rendered during the current month which shall be paid by the Customer by the first day of the following month.

Conditions:

This contract is for a period of (12) twelve months. This agreement shall remain in force for a period of 1 year. If, upon expiration of this agreement, a new agreement has not been executed by both parties, this agreement shall automatically be renewed for a period of 1 year from the date of expiration of the previous term at the annual fees stated with the addition of a 3% cost of living increase. Either party may cancel this contract, with or without cause, with a thirty (30) day written notice by certified mail.

No Finance Charge will be imposed if the total of such purchases is paid in full within 30 days of invoice date. If not paid in full within 30 days, then a FINANCE CHARGE will be imposed from the invoice date on the balance of purchases at a periodic rate of 1 1/2 % per month (18% Annual) until paid and Steadfast Contractors Alliance, LLC. / HC Property Maintenance, LLC, DBA Steadfast, shall have the right to elect to stop work under this Contract until all outstanding amounts, including Finance Charges, are paid in full. Payments will be applied to the previously billed Finance Charges, and thereafter, in order, to the previous invoices and finally to the New Invoices. In the event, any or all the amounts due under this Agreement are collected by or through an attorney, the Purchaser/Owner agrees to pay all reasonable attorneys' fees.



Utilities Usage: The Client shall allow the Contractor usage of utilities if needed.

Fuel Surcharge: For purposes of this agreement, the standard price for (1) gallon of regular unleaded fuel and or diesel shall be specified as the Florida average price per the Florida Attorney General's office. In the event that the average price is escalated over that of \$4.00 per gallon, a 3% fuel surcharge shall be added to each invoice. The 3% fuel surcharge will be suspended from all future invoices when the average gallon price drops below that of \$4.00 per gallon, however, the charge may again be implemented in the future invoices should the average gallon price again escalates over the established \$4.00 base price.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases the Contractor's costs associated with providing the services under this Agreement, the Contractor reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Contractor must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

This contract is withdrawn unless executed within ninety (90) days of the date of this document.

Thank you for the opportunity to submit this contract. We look forward to becoming part of your team.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter this Agreement on its own behalf and on behalf of the record owner of the service area, and that this Agreement is a legally binding obligation of the undersigned and the record owner of the service area.

In witness, whereof the parties to this agreement have signed and executed it this _____.

Client

Steadfast

Signature of Representative

Signature of Owner or Agent

Title

Title

Billing Information

Client Business Name:		Client Contact Name:	
Client Contract Number:		Client Contact Email:	
Billing Business Name:		Billing Contact Name:	
Billing Contact Phone:		Billing Contact Address:	
Any special billing requirements or notes?			



Hilltop Phase 1 CDD Maintenance Proposal

Contract Start Date:		July 1, 2022	
GENERAL SERVICES	\$ 5,041.67 Monthly	\$ 60,500.00	Annually
Bahia Visits 27			
Ponds are included			
IRRIGATION MAINT.	\$ 65.00 Monthly	\$ 850.00	Annually
3 zones/ inspected monthly			
TOTAL: \$ 5,112.50 Monthly		\$ 61,350.00	Annually

NOTES:

Price includes all ponds, comon areas and parks in Phase 1

APPROVED BY: _____ DATE: _____



Hilltop Point CDD Phase 1 **Exhibit A** **Landscape Management Service Pricing Sheet**

Core Maintenance Services

Mowing, Detailing & Clean Up <i>Includes mowing, edging, string-trimming, trim shrubs, pick up trash, weed removal, clean-up, ect.</i>	\$22,474.00
IPM - Fertilization & Pest Control <i>Fertilization/Fungicide/Insecticide/herbicide/weed control</i>	\$1,526.00
Irrigation Inspections <i>Includes monthly inspections with reports</i>	N/A

Grand Total Annual	\$24,000.00
Monthly	\$2,000.00

Additional Services

Annuals (per annual price) <i>Includes all labor and materials to install one 4" annual</i>	\$2.25
Pine Bark Mulch (per cubic yard) <i>All labor and materials to install 1 cubic yard of mulch</i>	\$55.00

EXCELLENCE IN COMMERCIAL LANDSCAPING

AGREEMENT FOR DISTRICT ENGINEERING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 26th day of August, 2022, by and between:

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of (the "District"); and

STANTEC CONSULTING SERVICES INC., a Florida corporation, with a mailing address of 777 S. Harbour Island Boulevard, Suite 600, Tampa, FL 33602 ("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*, (the "Act"), as amended; and

WHEREAS, pursuant to the Act, the District was established for the purpose of planning, financing, constructing acquiring, and/or maintaining certain infrastructure improvements and services 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, 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, surveying, planning, landscaping, construction administration, environmental management, and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, Engineer shall serve as the 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 its services.

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

SECTION 1. RECITALS. The Recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

SECTION 2. SCOPE OF SERVICES. Engineer will provide general engineering planning and/or study services, as authorized by one or more Work Authorization(s), hereinafter defined, including:

General Engineering Services:

- A.** Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors ("Board");
- B.** Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks;
- C.** 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.
- D.** Any other items requested by the Board.

General Services Related to Construction

- A.** Periodic visits to the site, of full-time construction management of District projects, as directed by the District.
- B.** Processing of contractor pay estimates.
- C.** 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.
- D.** Final inspection and requested certificates for construction, including the final certificate of construction.
- E.** 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."
- F.** Any other activity related to construction as authorized by the Board.

SECTION 3. REPRESENTATIONS. Engineer hereby represents to the District that:

- A.** It has the experience and skill to perform the services required to be performed by this Agreement;
- B.** It shall design to and comply with limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect

during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements;

C. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District; and

D. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

SECTION 4. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District ("Work Authorization"). The Work Authorization shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized. However, no Work Authorization shall amend the terms and conditions of this Agreement, and this Agreement shall control. Authorization of services or projects under this Agreement shall be at the sole discretion of the District.

SECTION 5. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. Services rendered by Engineer under this Agreement shall not exceed the amounts specifically authorized by each written 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 the 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 scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates, the District and Engineer shall use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific Work Authorization.

SECTION 6. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and in accordance with the District's travel policy.

B. Expense of reproduction, postage, and handling of drawings and specifications.

SECTION 7. TERM OF AGREEMENT. It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated in accordance with its terms.

SECTION 8. 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.

SECTION 9. BOOKS AND RECORDS/AUDIT. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement. Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four (4) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of Engineer involving transactions related to this Agreement. Engineer agrees that payment made under this 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) four 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 is later.

SECTION 10. OWNERSHIP OF DOCUMENTS.

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

B. Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. 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.

SECTION 11. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

SECTION 12. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the 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 the District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

SECTION 13. ESTIMATE OF COST. Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, its opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its 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 it. 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.

SECTION 14. INSURANCE. Subject to the provisions of this Section, Engineer shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

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

(including Contractual)	
Products and Completed	
Operations	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000

Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage (including all vehicles owned, leased, hired, and non-owned vehicles, covering all Work performed under this Agreement)	

Professional Liability for Errors and Omissions	\$1,000,000
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- A. 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.
- B. The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker’s Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. 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.
- C. If 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, 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.

SECTION 15. CONTINGENT FEE. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 16. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In performing its obligations under this Agreement, Engineer and each of its agents, contractors, subcontractors, employees

or anyone directly or indirectly employed by Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If 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 of 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 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.

SECTION 17. COMPLIANCE WITH PROFESSIONAL STANDARDS. In performing its obligations under this Agreement, Engineer and each of its agents, contractors, subcontractors, 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.

SECTION 18. INDEMNIFICATION. 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 (the "Indemnitees"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done under 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 greater of the insurance limits set forth herein or Two Million Dollars (\$2,000,000) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract. 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 this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. 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.

PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2018), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SECTION 19. 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*. Among other requirements and to the extent applicable by law, Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, hereinafter defined, 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 this Agreement term and following this Agreement term if Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this 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 Engineer, 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. Engineer acknowledges that the designated Public Records Custodian for the District is **Jill Burns**.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: INFRAMARK, 2654 CYPRESS RIDGE BOULEVARD, SUITE 101, WESLEY CHAPEL, FL 33544, ATTN: PUBLIC RECORDS CUSTODIAN; TEL: (813) 873-7300.

SECTION 20. NOTICES. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District:	Hilltop Point Community Development District c/o Inframark, LLC 2005 Pan Am Circle, Suite 300 Wesley Chapel, FL 33607 Attn: District Manager
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With a copy to:

Erin McCormick Law, PA 3314
Henderson Boulevard, Suite 103
Tampa, FL 33609
Attn: Erin McCormick

B. If to Engineer:

Stantec Consulting Services Inc.
777 S. Harbour Island Blvd, Suite 600
Tampa, FL 33602
Attn: Tonja Stewart, P.E.

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

SECTION 21. EMPLOYMENT VERIFICATION. E-Verify Requirements. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Company shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor, the Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has

terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 22. CONTROLLING LAW. The parties agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue shall exclusively be in the court of appropriate jurisdiction, in and for Pasco County, Florida.

SECTION 23. ASSIGNMENT. Neither the District nor Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to Section 8 herein.

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

SECTION 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.

SECTION 26. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 27. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as Engineer receives notification of the intent of the District to terminate this Agreement, 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, Engineer shall not be entitled to consequential damages of any kind (including, but not limited to, lost profits), but instead Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets the District may have against the Engineer.

SECTION 28. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 29. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an amendment to this Agreement, in writing, which is executed by both of the parties hereto and formally approved by the Board.

SECTION 30. AGREEMENT. This Agreement reflects the negotiated agreement of the parties,

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

SECTION 31. INDEPENDENT CONTRACTOR. The District and Engineer agree and acknowledge that Engineer shall serve as an independent contractor of the District. Neither Engineer nor employees of 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. Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of Engineer, if any, in the performance of this Agreement. Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District, and 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.

SECTION 32. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. 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 below are authorized to, and have caused this Agreement to be executed the day and year first above written.

ATTEST:

**HILLTOP POINT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

STANTEC CONSULTING SERVICES, INC.

Name: _____

By: _____

Name: _____

As: _____

Exhibit A: Schedule of Rates

EXHIBIT A

[Insert Schedule of Rates]



SCHEDULE OF FEES

Effective January 1, 2022

<u>Staff Level</u>	<u>Rate</u>
Level 3	\$ 105.00
Level 4	\$ 116.00
Level 5	\$ 132.00
Level 6	\$ 136.00
Level 7	\$ 144.00
Level 8	\$ 154.00
Level 9	\$ 159.00
Level 10	\$ 164.00
Level 11	\$ 179.00
Level 12	\$ 188.00
Level 13	\$ 198.00
Level 14	\$ 208.00
Level 15	\$ 220.00
Level 16	\$ 243.00
Level 17	\$ 251.00
Level 18	\$ 256.00
Level 19	\$ 266.00
Level 20	\$ 276.00
Level 21	\$ 293.00
1 Person Field Crew	\$ 100.00
2 Person Field Crew	\$ 145.00
3 Person Field Crew	\$ 165.00
4 Person Field Crew	\$ 185.00

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +10%.

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

July 22, 2022, Minutes of the Regular Meeting

Minutes of the Regular Meeting

The Regular Meeting of the Board of Supervisors for the Hilltop Point Community Development District was held on **Friday, July 22, 2022, at 10:15 a.m.** at the Long Lake Reserve Amenity Center located at 19617 Breynia Dr., Lutz, FL 33558.

1. CALL TO ORDER

Brian Lamb called the Regular Meeting of the Board of Supervisors of the Hilltop Point Community Development District to order on **Friday, July 22, 2022, at 10:26 a.m.**

Board Members Present and Constituting a Quorum:

Betty Valenti	Chair
Keith Malcuit	Vice-Chair
Lee Thompson	Supervisor
John Blakley	Supervisor

Staff Members Present:

Brian Lamb	District Manager, Inframark
Bryan Radcliff	District Manager, Inframark
Erin McCormick	District Counsel, Erin McCormick Law

There were no members of the general public present.

2. AUDIENCE QUESTIONS OR COMMENT ON AGENDA ITEMS

There were no public comments on agenda items.

3. VENDOR AND STAFF REPORTS

A. District Counsel

B. District Manager

C. District Engineer

There were no staff reports at this time.

4. BUSINESS ITEMS

A. Approval of Selection Criteria for the RFP for Amenity Center

Mr. Malcuit presented the RFP for the construction of the amenity center to the Board. The Board Approved the RFP Selection Criteria, designated Keith Malcuit and District Management (Brian Lamb and Bryan Radcliff) as representatives to review proposals and rescinded the previous motion to use a committee for the RFP process.

MOTION TO: Approved the RFP Selection Criteria, designated Keith Malcuit and District Management (Brian Lamb and Bryan Radcliff) as representatives to review proposals and rescinded the previous motion to use a committee for the RFP process.

MADE BY: Supervisor Malcuit

SECONDED BY: Supervisor Valenti

DISCUSSION: None further

RESULT: Called to Vote: Motion PASSED
4/0 - Motion Passed Unanimously

B. Authorization of Advertisement for RFP for Amenity Center

The Board instructed District Management to run the advertisement for the RFP for Amenity Center on 07/27/2022.

C. Appointment of Committee to Review Proposals

There were no discussion on the Appointment of Committee to Review Proposals at this time.

D. Consideration of Landscape Maintenance Proposals

The Board reviewed landscape proposals from Steadfast and Amazing Services. The Board agreed to Table the consideration of these proposals to our next meeting pending a common scope of services. The Board also requested Yellowstone be added to the list of vendors.

E. Consideration of District Engineering Services Proposal
i. Stantec Consulting Service, Inc.

The Board reviewed a proposal for District Engineering services submitted by Stantec. The Board Approved a motion to rank Stantec as their number one ranked vendor and instructed district staff to enter into negotiations with Stantec and provide a proposal with price at the next scheduled meeting.

MOTION TO: Approved to rank Stantec as their number one ranked vendor and instructed district staff to enter into negotiations with Stantec and provide a proposal with price at the next scheduled meeting.

MADE BY: Supervisor Malcuit

SECONDED BY: Supervisor Thompson

DISCUSSION: None further

RESULT: Called to Vote: Motion PASSED
4/0 - Motion Passed Unanimously

F. General Matters of the District

There were no general matters of the District at this time.

5. CONSENT AGENDA ITEM

A. Consideration of Board of Supervisors Continued Meeting Minutes June 03, 2022.

B. Consideration of Board of Supervisors Regular Meeting Minutes June 24, 2022

C. Consideration of Operations and Maintenance Expenditures June 2022

D. Review of Financial Statements for Month Ending June 30, 2022

The Board reviewed the Consent Agenda items.

MOTION TO:	Approve the Consent Agenda Item A-D.
MADE BY:	Supervisor Valenti
SECONDED BY:	Supervisor Malcuit
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	4/0 - Motion Passed Unanimously

6. BOARD MEMBERS' COMMENTS

There were no comments from the Board.

7. PUBLIC COMMENTS

There were no public comments.

8. ADJOURNMENT

MOTION TO:	Adjourn at 10:52 P.M.
MADE BY:	Supervisor Blakley
SECONDED BY:	Supervisor Valenti
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	4/0 - Motion Passed Unanimously

**Please note the entire meeting is available on disc.*

**These minutes were done in summary format.*

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

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

Signature

Signature

Printed Name

Printed Name

Title:

- ☐ **Secretary**
☐ **Assistant Secretary**

Title:

- ☐ **Chairman**
☐ **Vice Chairman**

Recorded by Records Administrator

Signature

Date

Official District Seal

Hilltop CDD Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Inframark	79464	\$ 2,505.56		District Management Services - June 2022
Monthly Contract Sub-Total		\$ 2,505.56		
Variable Contract				
Supervisor: John Blakley	JB 072222	\$ 200.00		Supervisor Fee - 07/22/2022
Supervisor: Lee Thompson	LT 072222	200.00		Supervisor Fee - 07/22/2022
Variable Contract Sub-Total		\$ 400.00		
Utilities				
Utilities Sub-Total		\$ 0.00		
Regular Services				
Erin McCormick	10593	\$ 2,232.00		Professional Services thru 6/15/22
Erin McCormick	10594	2,196.00	\$ 4,428.00	Professional Services thru 6/24/22
Tampa Bay Times	320570 062222	98.00		Advertising Services thru 6/22/22
Regular Services Sub-Total		\$ 4,526.00		
Additional Services				
Additional Services Sub-Total		\$ 0.00		
TOTAL:		\$ 7,431.56		

Approved (with any necessary revisions noted):

Hilltop CDD Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
--------	---------------------------	--------	-----------------	----------------------

Signature

Printed Name

Title (check one):

☐ Chairman ☐ Vice Chairman ☐ Assistant Secretary



2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE

INVOICE#

#79464

DATE

6/30/2022

CUSTOMER ID

C2413

NET TERMS

Net 30

PO#**DUE DATE**

7/30/2022

BILL TO

Hilltop Point CDD
2005 Pan Am Cir Ste 300
Tampa FL 33607-6008
United States

Services provided for the Month of: June 2022

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Website Maintenance	1	Ea	66.67		66.67
Recording Secretary	1	Ea	133.33		133.33
Administrative Services	1	Ea	250.00		250.00
Accounting Services	1	Ea	666.67		666.67
District Management	1	Ea	1,388.89		1,388.89
Subtotal					2,505.56

Subtotal

\$2,505.56

Tax

\$0.00

Total Due

\$2,505.56

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:

Account Name: INFRAMARK, LLC

ACH - Bank Routing Number: 111000614 / Account Number: 912593196

Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.

Hilltop Point CDD

MEETING DATE: July 22, 2022

DMS Staff Signature



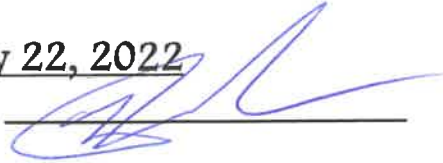
SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Betty Valenti	✓	Salary Waived	\$0
Keith Malcuit	✓	Salary Waived	\$0
Lee Thompson	✓	Salary Accepted	\$200
John Blakley	✓	Salary Accepted	\$200
		Salary Waived	\$0

JB072222

Hilltop Point CDD

MEETING DATE: July 22, 2022

DMS Staff Signature



SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Betty Valenti	✓	Salary Waived	\$0
Keith Malcuit	✓	Salary Waived	\$0
Lee Thompson	✓	Salary Accepted	\$200
John Blakley	✓	Salary Accepted	\$200
		Salary Waived	\$0

LT 072222



Erin McCormick | Law, PA

Erin McCormick, Esq.

Hilltop Point CDD

Brittany Crutchfield
2005 Pan Am Circle
Suite 300

Tampa, FL 33607

Email: districtinvoices@meritus.corp;
brittany.crutchfield@merituscorp.com

NSH
3/07
5/14/22

Invoice Date	Invoice Number
06/30/2022	10593
Terms	Service Through
	06/30/2022

In Reference To: Construction Matters (Work)				
Date	By	Services	Hours	Amount
01/24/2022	Erin R McCormick	Review of Memorandum and research regarding best method for addressing plat dedication; Telephone conference with Scott Steady regarding above; [CLIENT COURTESY - NO CHARGE]	0.90	\$ 0.00
01/26/2022	Erin R McCormick	Review of emails from Keith Malcuit regarding revisions to plat dedication language; review of email from Scott Steady regarding above; telephone conference with Keith Malcuit [CLIENT COURTESY - NO CHARGE]	0.40	\$ 0.00
02/14/2022	Erin R McCormick	Telephone conference with Scott Steady regarding plat; [CLIENT COURTESY - NO CHARGE]	0.30	\$ 0.00
04/13/2022	Erin R McCormick	Left message for Tonja Stewart; email to Scott Steady; telephone conference with Tonja Stewart regarding flooding issues and stormwater facilities permitting; [CLIENT COURTESY - NO CHARGE]	0.50	\$ 0.00
05/24/2022	Erin R McCormick	Telephone conference with Zeep Panaseney regarding possible assignment of construction agreement to the District; [CLIENT COURTESY - NO CHARGE]	0.30	\$ 0.00
05/25/2022	Erin R McCormick	Research regarding ability to assign Developer agreement for construction to the CDD; [CLIENT COURTESY - NO CHARGE]	0.60	\$ 0.00
05/27/2022	Erin R McCormick	Meeting with Keith Malcuit, Brian Lamb and Zeep Panaseney regarding possibly having District contract for construction of amenity center;	0.50	\$ 180.00
06/07/2022	Erin R McCormick	Review of email from Keith Malcuit regarding easements for Hilltop Point property and respond; [CLIENT COURTESY - NO CHARGE]	0.20	\$ 0.00
06/15/2022	Erin R McCormick	Review of email from Bryan Radcliff regarding RFQ scoring for Amenity Center project; telephone conference with Keith Malcuit regarding above;	0.80	\$ 288.00

3314 Henderson Boulevard | Suite 103 | Tampa, FL 33609

o: 813.579.2653 | erin@emccormicklaw.com | f: 813.315.6333

Hilltop Point CDD

Brittany Crutchfield
2005 Pan Am Circle
Suite 300
Tampa, FL 33607
Email: districtinvoices@merituscorp.com;
brittany.crutchfield@merituscorp.com

Invoice Date	Invoice Number
06/30/2022	10593
Terms	Service Through
	06/30/2022

06/16/2022	Erin R McCormick	Telephone conference with Keith Malcuit regarding Pre-Qualification of Contractors for construction of amenity building and pool; telephone conference with Brittany Crutchfield regarding above; review of email from Bryan Radcliff;	0.40	\$ 144.00
06/22/2022	Erin R McCormick	Review of Hilltop Point CDD - Request for Qualification for Amenity Building and Swimming Pool.	0.50	\$ 180.00
06/23/2022	Erin R McCormick	Telephone conference with Keith Malcuit regarding Request for Qualification; review of RFQ; telephone conference with Keith Malcuit regarding Bills of Sale for Public Utilities; prepare Bills of Sale with exhibits; email to Keith Malcuit, Scott Steady, Brian Lamb, Bryan Radcliff and Tonja Stewart regarding above;	2.00	\$ 720.00
06/27/2022	Erin R McCormick	Research regarding selection process for contractor for amenity and swimming pool construction; telephone conference with Keith Malcuit regarding RFP process;	2.00	\$ 720.00

Total Hours	9.40 hrs
Total Work	\$ 2,232.00
Total Invoice Amount	\$ 2,232.00
Previous Balance	\$ 0.00
Balance (Amount Due)	\$ 2,232.00



Erin McCormick | Law, PA

Erin McCormick, Esq.

Hilltop Point CDD

Brittany Crutchfield

2005 Pan Am Circle

Suite 300

Tampa, FL 33607

Email: districtinvoices@meritus.corp;

brittany.crutchfield@merituscorp.com

RY
3/07
5140

Invoice Date	Invoice Number
06/30/2022	10594
Terms	Service Through
	06/30/2022

In Reference To: General Representation (Work)

Date	By	Services	Hours	Amount
06/03/2022	Erin R McCormick	Prepare for and attend CDD Board meeting	2.00	\$ 720.00
06/13/2022	Erin R McCormick	Review of email from Zeep Panaseny regarding recorded Notice of Expansion and transmit same;	0.20	\$ 72.00
06/16/2022	Erin R McCormick	Telephone conference with Keith Malcuit regarding items for upcoming Board meeting; telephone conference with Brittany Crutchfield regarding above; email to Betty Valenti regarding above;	0.40	\$ 144.00
06/17/2022	Erin R McCormick	Review of draft Agenda for Hilltop Point CDD meeting; prepare email to Brittany Crutchfield, Brian Lamb and Keith Malcuit concerning items to add to Agenda for June 24 Board meeting;	0.50	\$ 180.00
06/19/2022	Erin R McCormick	Review of final Hilltop Point CDD Agenda	0.30	\$ 108.00
06/23/2022	Erin R McCormick	Email to Brittany Crutchfield with documents for Board of Supervisors meeting; prepare for Board of Supervisors meeting;	1.40	\$ 504.00
06/24/2022	Erin R McCormick	Travel to and attend Board of Supervisors meeting	1.30	\$ 468.00

Total Hours	6.10 hrs
Total Work	\$ 2,196.00
Total Invoice Amount	\$ 2,196.00
Previous Balance	\$ 4,997.52
6/8/2022 Payment - Check Split Payment	(\$4,997.52)
Balance (Amount Due)	\$ 2,196.00

3314 Henderson Boulevard | Suite 103 | Tampa, FL 33609

o: 813.579.2653 | erin@ernccormicklaw.com | f: 813.315.6333

Tampa Bay Times

tampabay.com

Times Publishing Company

DEPT 3396

PO BOX 123396

DALLAS, TX 75312-3396

Toll Free Phone: 1 (877) 321-7355

Fed Tax ID 59-0482470

ADVERTISING INVOICE

Advertising Run Dates	Advertiser Name	
06/22/22	HILLTOP CDD	
Billing Date	Sales Rep	Customer Account
06/22/2022	Deirdre Bonett	320570
Total Amount Due		Ad Number
\$98.00		0000229775

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
06/22/22	06/22/22	0000229775	Times	Legals CLS	RFQ Engineering	1	2x41 L	\$96.00
06/22/22	06/22/22	0000229775	Tampabay.com	Legals CLS	RFQ Engineering AffidavitMaterial	1	2x41 L	\$0.00 \$2.00

BSN
4807
5130

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Tampa Bay Times

tampabay.com

DEPT 3396

PO BOX 123396

DALLAS, TX 75312-3396

Toll Free Phone: 1 (877) 321-7355

ADVERTISING INVOICE

Thank you for your business.

Advertising Run Dates	Advertiser Name	
06/22/22	HILLTOP CDD	
Billing Date	Sales Rep	Customer Account
06/22/2022	Deirdre Bonett	320570
Total Amount Due		Ad Number
\$98.00		0000229775

DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYABLE TO:

TIMES PUBLISHING COMPANY

HILLTOP CDD

C/O MERITUS

2005 PAN AM CIRCLE, SUITE 300

TAMPA, FL 33607

REMIT TO:

Times Publishing Company

DEPT 3396

PO BOX 123396

DALLAS, TX 75312-3396

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pasco

Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: RFQ Engineering** was published in said newspaper by print in the issues of: **6/22/22** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

DB

Signature Affiant

Sworn to and subscribed before me this **06/22/2022**

[Signature]

Signature of Notary Public

Personally known ☒ or produced identification

Type of identification produced _____

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT**

The HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT, located in Pasco County, Florida announces that professional engineering services will be required on a continuing basis. Services to include planning, preparing, reports, and preparing plans, designs, and specifications and construction supervision services for:

1. Water management system and facilities.
2. Water and sewer system and facilities.
3. Roads, landscaping and street lighting.
4. Other community infrastructure provided by the District as authorized in Chapter 190, Florida Statutes.
5. Affiliated projects to include engineering contract management and inspection services during construction.

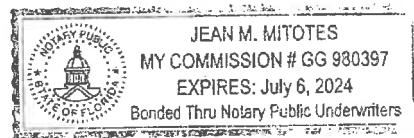
The engineering firm selected will act in the general capacity of District Engineer and will provide the above engineering services as required. Any firm or individual desiring to provide professional services to the district must furnish a resume of its qualifications and past experience on Standard Form 330 with pertinent supporting data.

The District will review all applicants and will comply with the State procedures as established by the Consultants Competitive Negotiations Act, Chapter 287, Florida Statutes. All applicants interested must submit eight (8) copies each of Standard Form 330 and a letter of interest by 12:00 p.m. on Friday, July 15, 2022 to the attention of the District Manager, Hilltop Point Community Development District at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607. Any questions, please contact Inframark at 813-873-7300.

Brian Lamb
District Manager

Run Date: 06/22/2022

0000229775



Hilltop Point Community Development District

Financial Statements
(Unaudited)

Period Ending
July 31, 2022



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

Hilltop CDD
Balance Sheet
As of 7/31/2022

(In Whole Numbers)

	<u>General Fund</u>	<u>Total</u>
Assets		
Cash-Operating Account	<u>10,034.00</u>	<u>10,034.00</u>
Total Assets	<u>10,034.00</u>	<u>10,034.00</u>
Liabilities		
Accounts Payable	<u>0.00</u>	<u>0.00</u>
Total Liabilities	<u>0.00</u>	<u>0.00</u>
Fund Equity & Other Credits	10,034.00	10,034.00
Total Liabilities & Fund Equity	<u>10,034.00</u>	<u>10,034.00</u>

Hilltop CDD
Statement of Revenues and Expenditures
From 10/1/2021 Through 7/31/2022

001 - General Fund
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Special Assessments - Service				
Operations & Maintenance Assmts-	490,375.00	0.00	(490,375.00)	(100)%
Tax Roll				
Contributions & Donations From				
Private Sources				
Developer Contributions	0.00	42,250.00	42,250.00	0 %
Total Revenues	<u>490,375.00</u>	<u>42,250.00</u>	<u>(448,125.00)</u>	<u>(91)%</u>
Expenditures				
Legislative				
Supervisor Fees	2,000.00	2,400.00	(400.00)	(20)%
Financial & Administrative				
Administrative Services	4,500.00	500.00	4,000.00	89 %
District Manager	25,000.00	2,778.00	22,222.00	89 %
Recording Secretary	2,400.00	267.00	2,133.00	89 %
District Engineer	5,500.00	0.00	5,500.00	100 %
Construction Accounting	6,000.00	0.00	6,000.00	100 %
Financial & Revenue Collections	3,500.00	0.00	3,500.00	100 %
Dissemination Services	5,000.00	0.00	5,000.00	100 %
Accounting Services	12,000.00	1,333.00	10,667.00	89 %
Postage, Phone, Faxes, Copies	500.00	0.00	500.00	100 %
Rentals & Leases	600.00	0.00	600.00	100 %
Public Officials Insurance	2,500.00	0.00	2,500.00	100 %
Legal Advertising	3,500.00	7,869.00	(4,369.00)	(125)%
Bank Fees	200.00	70.00	130.00	65 %
Dues, Licenses, & Fees	175.00	875.00	(700.00)	(400)%
Miscellaneous Fees	250.00	750.00	(500.00)	(200)%
Office Supplies	100.00	216.00	(116.00)	(116)%
Technology Services	600.00	0.00	600.00	100 %
Website Maintenance	2,400.00	133.00	2,267.00	94 %
ADA Website Compliance	1,800.00	2,900.00	(1,100.00)	(61)%
Legal Counsel				

Hilltop CDD
Statement of Revenues and Expenditures
From 10/1/2021 Through 7/31/2022

001 - General Fund
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
District Counsel	5,500.00	12,124.00	(6,624.00)	(120)%
Electric Utility Services				
Electric Utility Services -	55,000.00	0.00	55,000.00	100 %
Electric Utility Services-All Others	12,000.00	0.00	12,000.00	100 %
Garbage/Solid Waste Control				
Garbage Recreation Center	2,800.00	0.00	2,800.00	100 %
Water-Sewer Combination Services				
Water Utility Services	4,500.00	0.00	4,500.00	100 %
Stormwater Control				
Aquatic Maintenance	12,500.00	0.00	12,500.00	100 %
Retaining Wall Maintenance	1,000.00	0.00	1,000.00	100 %
Aquatic Plant Replacement	500.00	0.00	500.00	100 %
Other Physical Environment				
Property & Casualty Insurance	22,500.00	0.00	22,500.00	100 %
General Liability Insurance	3,200.00	0.00	3,200.00	100 %
Entry & Walls Maintenance	1,500.00	0.00	1,500.00	100 %
Landscape Maintenance	180,000.00	0.00	180,000.00	100 %
Plant Replacement Program	10,000.00	0.00	10,000.00	100 %
Landscape Mulch	18,500.00	0.00	18,500.00	100 %
Landscape Annuals	14,000.00	0.00	14,000.00	100 %
Miscellaneous Landscape	5,000.00	0.00	5,000.00	100 %
Irrigation Maintenance	12,000.00	0.00	12,000.00	100 %
Road & Street Facilities				
Pavement & Sidewalk & Maintenance	1,500.00	0.00	1,500.00	100 %
Parks & Recreation				
Field Services	12,000.00	0.00	12,000.00	100 %
Pool Service Contract	12,000.00	0.00	12,000.00	100 %
Facility A/C Maintenance	1,000.00	0.00	1,000.00	100 %
Pool Permits	350.00	0.00	350.00	100 %
Facility Janitorial Services	6,000.00	0.00	6,000.00	100 %
Facility Maintenance	7,500.00	0.00	7,500.00	100 %
Facility Janitorial Supplies	750.00	0.00	750.00	100 %

Hilltop CDD
Statement of Revenues and Expenditures
From 10/1/2021 Through 7/31/2022

001 - General Fund
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Pool Repairs	2,500.00	0.00	2,500.00	100 %
Telephone / Internet Services	950.00	0.00	950.00	100 %
Playground Equipment	300.00	0.00	300.00	100 %
Access Control Maintenance	2,000.00	0.00	2,000.00	100 %
Dog Waste Station Service & Supplies	1,500.00	0.00	1,500.00	100 %
Event Services & Supplies	500.00	0.00	500.00	100 %
Undesignated Reserve				
Miscellaneous	<u>2,500.00</u>	<u>0.00</u>	<u>2,500.00</u>	<u>100 %</u>
Total Expenditures	<u>490,375.00</u>	<u>32,216.00</u>	<u>458,159.00</u>	<u>93 %</u>
Excess of Revenues Over (Under) Expenditures	<u>0.00</u>	<u>10,034.00</u>	<u>10,034.00</u>	<u>0 %</u>
Excess of Revenue/Other Sources over Expenditures/Other Uses	<u>0.00</u>	<u>10,034.00</u>	<u>10,034.00</u>	<u>0 %</u>
Fund Balance, End of Period	<u>0.00</u>	<u>10,034.00</u>	<u>10,034.00</u>	<u>0 %</u>

Hilltop CDD
Reconcile Cash Accounts

Summary
Cash Account: 10101 Cash-Operating Account
Reconciliation ID: 07/31/2022
Reconciliation Date: 7/31/2022
Status: Locked

Bank Balance	12,990.00
Less Outstanding Checks/Vouchers	2,955.56
Plus Deposits in Transit	0.00
Plus or Minus Other Cash Items	0.00
Plus or Minus Suspense Items	<u>0.00</u>
Reconciled Bank Balance	10,034.44
Balance Per Books	<u>10,034.44</u>
Unreconciled Difference	<u>0.00</u>

Click the Next Page toolbar button to view details.

Hilltop CDD
Reconcile Cash Accounts

Detail
Cash Account: 10101 Cash-Operating Account
Reconciliation ID: 07/31/2022
Reconciliation Date: 7/31/2022
Status: Locked
Outstanding Checks/Vouchers

Document Number	Document Date	Document Description	Document Amount	Payee
1013	6/2/2022	meeting room rental	50.00	Ballantrae CD
1022	7/7/2022	System Generated Check/Voucher	2,505.56	Inframark LLC
1024	7/27/2022	System Generated Check/Voucher	200.00	John C. Blakley
1025	7/27/2022	System Generated Check/Voucher	<u>200.00</u>	Lee R. Thompson
Outstanding Checks/Vouchers			<u>2,955.56</u>	

Hilltop CDD
Reconcile Cash Accounts

Detail
Cash Account: 10101 Cash-Operating Account
Reconciliation ID: 07/31/2022
Reconciliation Date: 7/31/2022
Status: Locked
Cleared Checks/Vouchers

Document Number	Document Date	Document Description	Document Amount	Payee
1018	6/23/2022	System Generated Check/Voucher	700.00	Mike Fasano Tax Collector
1019	6/29/2022	System Generated Check/Voucher	200.00	John C. Blakley
1020	6/29/2022	System Generated Check/Voucher	200.00	Lee R. Thompson
1021	7/7/2022	System Generated Check/Voucher	4,428.00	Erin McCormick Law PA
1023	7/7/2022	System Generated Check/Voucher	98.00	Tampa Bay Times
003	7/21/2022	SERVICE CHARGES - PRIOR PERIOD 7.21.22	<u>23.30</u>	
Cleared Checks/Vouchers			<u>5,649.30</u>	