

**HILLTOP POINT
COMMUNITY DEVELOPMENT
DISTRICT**

**REGULAR MEETING
JUNE 28, 2024
AGENDA PACKAGE**

If you are planning to call into the meeting. Please use Teams info below

[Click here to join the meeting](#)

Meeting ID: 267 039 395 718

Passcode: ss6gUe Phone # 1-646-838-1601

Pin: 216 684 145#



**2005 PAN AM CIRLE SUITE 300
TAMPA FL, 33607**

Hilltop Point Community Development Districts

Board of Supervisors

Tatiana Pagan, Chairman
Aaron Spinks, Vice Chairperson
John Blakley, Assistant Secretary
Lee Thompson, Assistant Secretary
Betty Valenti, Assistant Secretary

District Staff

Bryan Radcliff, District Manager
Erin McCormick, District Counsel
Tonja Stewart, District Engineer

Public Hearing & Regular Meeting Agenda Friday, July 26, 2024 at 10:15 A.M.

The Public Hearing & Regular Meeting of the Hilltop Point Community Development District will be held on **Friday July 26, 2024 at 10:15 a.m. at The SpringHill Suites by Marriott Tampa Suncoast Parkway located at 16615 Crosspointe Run, Land O'Lakes, FL 34638.**

THE PUBLIC HEARING & REGULAR MEETING OF BOARD OF SUPERVISORS

1. **CALL TO ORDER/ROLL CALL**
2. **PUBLIC COMMENTS ON AGENDA ITEMS**
3. **RECESS TO PUBLIC HEARINGS**
4. **PUBLIC HEARING ON ADOPTING FISCAL YEAR 2025 FINAL BUDGET**
 - A. Open Public Hearing on Adopting Fiscal Year 2025 Final Budget
 - B. Staff Presentations
 - C. Public Comments
 - D. Consideration of Resolution 2024-09; Adopting Final Fiscal Year 2025 Budget
 - E. Close Public Hearing on Adopting Fiscal Year 2025 Final 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 2024-10; Levying O&M Assessments
 - E. Close Public Hearing on Levying O&M Assessments
6. **RETURN TO REGULAR MEETING**
7. **BUSINESS ITEMS**
 - A. Consideration of Resolution 2024-11; Setting Fiscal Year 2025 Meeting Schedule
 - B. Ratification of Approval of Agreement with Red wire for Amenity Monitoring
 - C. Consideration of Resolution 2024-12; Rescinding Resolution 2024-06; Setting a Public Hearing to Adopt a fee for Replacement Amenity Card/Fob & for Replacement Amenity Facilities Card
 - D. Consideration of Resolution 2024-13; Rescinding Resolution 2024-07; Setting a Public Hearing to Adopt a Non-Resident Rate Fee for Use of All District Amenities
8. **CONSENT AGENDA**
 - A. Approval of Minutes of the June 28, 2024 Regular Meeting
 - B. Acceptance of the Financials and Approval of the Check Register for June 2024
9. **STAFF REPORTS**
 - A. District Counsel
 - B. District Manager
 - i. Field Inspection Report
 - C. District Engineer
 - i. Supplemental Engineers Report Reflecting Reduction of 3 Single Family Units (Lots 67, 68, and 69 for Stormwater Facilities – *Under Separate Cover*
10. **BOARD OF SUPERVISORS REQUESTS AND COMMENTS**
11. **ADJOURNMENT**

RESOLUTION 2024-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; 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 2023-2024 and/or revised projections for fiscal year 2024-2025.
- 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, 2025.”

- 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, 2024, and ending September 30, 2025, the sum of \$563,598.335 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	<u>\$390.335.00</u>
Debt Service Funds	<u>\$563,208.00</u>
Total All Funds*	<u>\$ 563,598.335</u>

*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 July 26, 2024.

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 2024-2025 Adopted Budget

Hilltop Point

Community Development District

Annual Operating and Debt Service Budget

Fiscal Year 2025

Preliminary Budget

Prepared by:



Hilltop Point

Community Development District

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Hilltop Point
Community Development District

Operating Budget
Fiscal Year 2025

Hilltop Point
Community Development District

General Fund

Summary of Revenues, Expenditures and Changes in Fund Balances

General Fund

Fiscal Year 2025 Budget

ACCOUNT DESCRIPTION	ADOPTED	ACTUAL	PROJECTED	TOTAL		ANNUAL
	BUDGET	THRU	May-	PROJECTED	% +/-	BUDGET
	FY 2024	4/30/24	10/1/2024	FY 2024	Budget	FY 2025
REVENUES						
Interest - Investments	\$ -	\$ -	\$ -	\$ -	0%	\$ -
Operations & Maintenance Assmts - On Roll	-	13,681	61,156	74,837	0%	74,837
Special Assmnts- CDD Collected	-	27,706	-	27,706	0%	-
Developer Contributions	390,335	79,272	208,520	287,792	-26%	315,498
TOTAL REVENUES	\$ 390,335	\$ 120,659	\$ 269,676	\$ 390,335		\$ 390,335
EXPENDITURES						
Financial and Administrative						
Supervisor Fees	\$ 7,200	\$ 3,400	\$ 3,800	\$ 7,200	0%	\$ 7,200
ProfServ-Dissemination Agent	1,250	-	1,250	1,250	0%	1,250
ProfServ-Recording Secretary	1,600	14,583	-	14,583	811%	1,600
District Engineer	5,400	-	5,400	5,400	0%	5,400
Administrative Services	4,000	2,625	1,375	4,000	0%	4,000
Management & Accounting Services	4,000	600	3,400	4,000	0%	4,000
District Manager	22,000	-	22,000	22,000	0%	22,000
Accounting Services	9,500	300	9,200	9,500	0%	9,500
Website Compliance	1,800	350	1,450	1,800	0%	1,800
Postage, Phone, Faxes, Copies	500	-	500	500	0%	500
Rentals & Leases	500	5,250	-	5,250	950%	500
Public Officials Insurance	2,500	2,917	-	2,917	17%	2,500
Legal Advertising	2,500	700	1,800	2,500	0%	2,500
Bank Fees	200	-	200	200	0%	200
Financial & Revenue Collections	1,000	15,701	-	15,701	1470%	1,000
Website Administration	1,600	-	1,600	1,600	0%	1,600
Information Technology	500	-	500	500	0%	500
Miscellaneous Expenses	250	291	-	291	16%	250
Office Supplies	100	4,780	-	4,780	4680%	100
Dues, Licenses, Subscriptions	175	382	-	382	118%	175
District Counsel	9,500	71	9,429	9,500	0%	9,500
Total Financial and Administrative	\$ 76,075	\$ 51,950	\$ 61,904	\$ 113,854		\$ 76,075
Stormwater Control						
Aquatic Maintenance	\$ 15,000	\$ 2,860	\$ 12,140	\$ 15,000	0%	\$ 15,000
Rataining Wall Maintenance	5,000	2,340	2,660	5,000	0%	5,000
Aquatic Plant Replacement	7,500	-	7,500	7,500	0%	7,500
Total Stormwater Control	\$ 27,500	\$ 5,200	\$ 22,300	\$ 27,500		\$ 27,500
Utility Services						
Electric Utility Services	\$ 1,500	\$ 507	\$ 993	\$ 1,500	0%	\$ 1,500
Street Lights	42,257	17,476	24,781.00	42,257.00	0%	42,257

Hilltop Point
Community Development District

General Fund

Summary of Revenues, Expenditures and Changes in Fund Balances

General Fund

Fiscal Year 2025 Budget

ACCOUNT DESCRIPTION	ADOPTED	ACTUAL	PROJECTED	TOTAL		ANNUAL
	BUDGET	THRU	May-	PROJECTED	% +/-	BUDGET
	FY 2024	4/30/24	10/1/2024	FY 2024	Budget	FY 2025
Total Utility Services	\$ 43,757	\$ 17,983	\$ 25,774	\$ 43,757		\$ 43,757
Other Physical Environment						
Insurance - General Liability	\$ 3,200	\$ -	\$ 3,200	\$ 3,200	0%	\$ 3,200
Insurance -Property & Casualty	12,500	-	12,500	12,500	0%	12,500
Landscape - Annuals	7,500	-	7,500	7,500	0%	7,500
Landscape - Mulch	7,500	-	7,500	7,500	0%	7,500
Landscape Maintenance	150,000	-	150,000	150,000	0%	150,000
Plant Replacement Program	5,000	-	5,000	5,000	0%	5,000
Irrigation Maintenance	6,000	-	6,000	6,000	0%	6,000
Entry & Walls Maintenance	1,500	-	1,500	1,500	0%	1,500
Miscellaneous Services	15,000	-	15,000	15,000	0%	15,000
Total Other Physical Environment	\$ 208,200	\$ -	\$ 208,200	\$ 208,200		\$ 208,200
Parks and Recreation						
Field Services	\$ 4,500	\$ 24,458	\$ -	\$ 24,458	444%	\$ 4,500
Dog Waste Station Service & Supplies	1,500	-	1,500	\$ 1,500	0%	1,500.00
Total Landscape and Pond Maintenance	\$ 6,000	\$ 24,458	\$ 1,500	\$ 25,958		\$ 6,000
Reserves						
Miscellaneous Contingency	28,803	-	28,803	28,803	0%	28,803
Total Reserves	\$ 28,803	\$ -	\$ 28,803	\$ 28,803		\$ 28,803
TOTAL EXPENDITURES	\$ 390,335	\$ 99,591	\$ 348,481	\$ 448,072		\$ 390,335
Excess (deficiency) of revenues	\$ -	\$ 21,068	\$ (78,805)	\$ (57,737)		\$ -
Net change in fund balance	\$ -	\$ 21,068	\$ (78,805)	\$ (57,737)		\$ -
FUND BALANCE, BEGINNING	\$ 12,957	\$ 12,957	\$ 34,025	\$ 12,957		\$ (44,780)
FUND BALANCE, ENDING	\$ 12,957	\$ 34,025	\$ (44,780)	\$ (44,780)		\$ (44,780)

Hilltop Point

Community Development District

*General Fund***Budget Narrative**
Fiscal Year 2025**REVENUES****Interest-Investments**

The District earns interest on its operating accounts.

Operations & Maintenance Assessments – On Roll

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Developer Contributions

The district will direct bill and collect non-ad valorem assessments on assessable property in order to pay for the debt service expenditures during the fiscal year.

Other Miscellaneous Revenues

Additional revenue sources not otherwise specified by other categories.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES**Financial and Administrative****Supervisor Fees**

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon four supervisors attending 14 meetings.

Onsite Staff

The district may incur expenses for employees or other staff members needed for recreational facilities such as clubhouse staff.

District Management

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.

Field Management

The District has a contract with Inframark Infrastructure Management Services. for services in the administration and operation of the Property and its contractors.

Administration

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services.

Hilltop Point

Community Development District

General Fund

Budget Narrative
Fiscal Year 2025**EXPENDITURES****Financial and Administrative** (continued)**Recording Secretary**

Inframark provides recording services with near verbatim minutes.

Construction Accounting

Accounting services as described within the Accounting Services but specifically regarding construction.

Financial/Revenue Collections

Service includes all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a collection agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Rentals and Leases

The anticipated cost of rental expenses including but not limited to renting meeting room space for district board meetings.

Data Storage

Cost of server maintenance and technical support for CDD related IT needs.

Accounting Services

Services including the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Dissemination Agent/Reporting

The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The budgeted amount for the fiscal year is based on standard fees charged for this service.

Website Administration Services

The cost of web hosting and regular maintenance of the District's website by Inframark Management Services.

District Engineer

The District's engineer provides general engineering services to the District, i.e., attendance and preparation for board meetings when requested, review of invoices, and other specifically requested assignments.

District Counsel

The District's attorney provides general legal services to the District, i.e., attendance and preparation for Board meetings, review of contracts, agreements, resolutions, and other research as directed or requested by the BOS District Manager.

Trustee Fees

The District pays US Bank an annual fee for trustee services on the Series 2014 and Series 2015 Bonds. The budgeted amount for the fiscal year is based on previous year plus any out-of-pocket expenses.

EXPENDITURES

Hilltop Point

Community Development District

General Fund

Budget Narrative
Fiscal Year 2025**Financial and Administrative** (continued)**Auditing Services**

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is an estimate based on prior year costs.

Postage, Phone, Faxes, Copies

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

Mailings

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Professional Services – Arbitrage Rebate

The District is required to annually calculate the arbitrage rebate liability on its Series 2013A and 2020 bonds.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

Bank Fees

This represents the cost of bank charges and other related expenses that are incurred during the year.

Dues, Licenses and Fees

This represents the cost of the District's operating license as well as the cost of memberships in necessary organizations.

Onsite Office Supplies

This represents the cost of supplies used to prepare agenda packages, create required mailings, and perform other special projects. The budget for this line item also includes the cost for supplies in the District office.

Website ADA Compliance

Cost of maintaining district website's compliance with the Americans with Disabilities Act of 1990.

Disclosure Report

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

Annual Stormwater Report

Cost to produce annual report on CDD stormwater infrastructure.

Miscellaneous Administrative

All other administrative costs not otherwise specified above.

Hilltop Point

Community Development District

General Fund

Budget Narrative
Fiscal Year 2025**EXPENDITURES****Insurance****Insurance-General Liability**

The District's General Liability & Public Officials Liability Insurance policy is with Egis Insurance Advisors, LLC. The budgeted amount allows for a projected increase in the premium.

Public Officials Insurance

The District will incur expenditures for public officials' liability insurance for the Board and Staff and may incur a 10% premium increase.

Property & Casualty Insurance

The District will incur fees to insure items owned by the district for its property needs.

Deductible

District's share of expenses for insured property when a claim is filed.

EXPENDITURES**Utility Services****Electric Utility Services**

Electricity for accounts with the local Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

Streetlights

Local Utility Company charges electricity usage (maintenance fee). The budget is based on historical costs.

Lighting Replacement

Cost of replacing defective lights and bulbs in CDD facilities.

Decorative Light Maintenance

Cost of replacement and repair of decorative lighting fixtures.

Amenity Internet

Internet service for clubhouse and other amenity locations.

Water/Waste

The District charges each new water/sewer system customer an Accrued Guaranteed Revenue Fee (AGRF) for wastewater service in accordance with the adopted rate schedule.

Gas

Cost of natural gas for CDD facilities. Regular fuel costs (automobile etc.)

Facility A/C & Heating R&M

Cost of repairs and regular maintenance of Air Conditioning and central heating of CDD facilities.

Utilities – Other

Utility expenses not otherwise specified in above categories.

Hilltop Point

Community Development District

General Fund

Budget Narrative
Fiscal Year 2025**EXPENDITURES****Amenity****Pool Monitor**

Cost of staff members to facilitate pool safety services.

Janitorial – Contract

Cost of janitorial labor for CDD Facilities.

Janitorial Supplies/Other

Cost of janitorial supplies for CDD Facilities.

Garbage Dumpster – Rental and Collection

Cost of dumpster rental and trash collection at CDD facilities.

Amenity Pest Control

Cost of exterminator and pesticides at CDD amenities and facilities.

Amenity R&M

Cost of repairs and regular maintenance of CDD amenities.

Amenity Furniture R&M

Cost of repairs and maintenance to amenity furniture.

Access Control R&M

Cost of repairs and maintenance to electronic locks, gates, and other security fixtures.

Key Card Distribution

Cost of providing keycards to residents to access CDD Facilities.

Recreation/Park Facility Maintenance

Cost of upkeep and repairs to all parks and recreation facilities in the CDD

Athletic Courts and Field Maintenance

Cost of upkeep and repairs for athletic fields and courts (ex. Basketball Courts) on CDD property.

Park Restroom Maintenance

Upkeep and cleaning of park restrooms on CDD property.

Playground Equipment and Maintenance

Cost of acquisition and upkeep of playground equipment for CDD parks.

Clubhouse Office Supplies

Cost of supplies for clubhouse clerical duties (pens, paper, ink, etc.)

Clubhouse IT Support

Cost of IT services and for clubhouse operational needs.

Dog Waste Station Service & Supplies

Cost of cleaning and resupplying dog waste stations.

EXPENDITURES

Hilltop Point

Community Development District

General Fund

Budget Narrative
Fiscal Year 2025**Amenity (Continued)****Entrance Monuments, Gates, Walls R&M**

Cost of repairs and regular maintenance for entryways, walls, and gates.

Sidewalk, Pavement, Signage R&M

Cost of repairs and regular maintenance to sidewalks, pavements, and signs.

Trail/Bike Path Maintenance

Cost of upkeep to bike paths and trails on CDD property.

Boardwalk and Bridge Maintenance

Cost of upkeep for boardwalks and bridges on CDD property.

Pool and Spa Permits

Cost of permits required for CDD pool and spa operation as required by law.

Pool Maintenance – Contract

Cost of Maintenance for CDD pool facilities.

Pool Treatments & Other R&M

Cost of chemical pool treatments and similar such maintenance.

Security Monitoring Services

Cost of CDD security personnel and equipment.

Special Events

Cost of holiday celebrations and events hosted on CDD property.

Community Activities

Cost of recreational events hosted on CDD property.

Holiday Decorations

Cost of decorations for major holidays (i.e., Christmas)

Miscellaneous Amenity

Amenity Expenses not otherwise specified.

EXPENDITURES**Landscape and Pond Maintenance****R&M – Stormwater System**

Cost of repairs and regular maintenance to the CDD's stormwater and drainage infrastructure.

Landscape Maintenance - Contract

Landscaping company to provide maintenance consisting of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf throughout the District.

Landscaping - R&M

Cost of repairs and regular maintenance to landscaping equipment.

EXPENDITURES**Landscape and Pond Maintenance (Continued)**

Hilltop Point

Community Development District

General Fund

Budget Narrative
Fiscal Year 2025**Landscaping – Plant Replacement Program**

Cost of replacing dead or damaged plants throughout the district.

Irrigation Maintenance

Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components including weather station and irrigation lines.

Aquatics – Contract

Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Wetlands Maintenance and Monitoring

Cost of upkeep and protection of wetlands on CDD property.

Aquatics – Plant Replacement

The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

Waterway Management Program

Cost of maintaining waterways and rivers on district property.

Debris Cleanup

Cost of cleaning up debris on district property.

Wildlife Control

Management of wildlife on district property.

EXPENDITURES**Contingency/Reserves****Contingency**

Funds set aside for projects, as determined by the district's board.

Capital Improvements

Funding of major projects and building improvements to CDD property.

R&M Other Reserves

The board may set aside monetary reserves for necessary for maintenance projects as needed.

Hilltop Point

Community Development District

Debt Service Budgets

Fiscal Year 2025

Hilltop Point

Community Development District

Series 2022-1 Debt Service

Series 2022-1 Bonds
Fiscal Year 2025 Budget

REVENUES		
CDD Debt Service Assessments	\$	333,303
TOTAL REVENUES	\$	333,303
EXPENDITURES		
May Bond Interest Payment	\$	127,571
May Bond Principal Payment	\$	80,000
November Bond Interest Payment	\$	125,731
TOTAL EXPENDITURES	\$	333,303
EXCESS OF REVENUES OVER EXPENDITURES	\$	-
ANALYSIS OF BONDS OUTSTANDING		
Bonds Outstanding - Period Ending 11/1/2024	\$	4,860,000
Principal Payment Applied Toward Series 2022-2 Bonds	\$	80,000
Bonds Outstanding - Period Ending 11/1/2025	\$	4,780,000

Hilltop Point

Community Development District

Series 2022-1 Debt Service

Hilltop Point Community Development District
Special Assessment Revenue Bonds, Series 2022-1 (Assessment Area One)

Period Ending	Bond Balance	Principal	Coupon	Interest	Debt Service
6/7/2022	\$ 5,010,000				
11/1/2022	\$ 5,010,000			\$ 104,817	\$ 104,817
5/1/2023	\$ 4,935,000	\$ 75,000	4.600%	\$ 131,021	\$ 206,021
11/1/2023	\$ 4,935,000			\$ 129,296	\$ 129,296
5/1/2024	\$ 4,860,000	\$ 75,000	4.600%	\$ 129,296	\$ 204,296
11/1/2024	\$ 4,860,000			\$ 127,571	\$ 127,571
5/1/2025	\$ 4,780,000	\$ 80,000	4.600%	\$ 127,571	\$ 207,571
11/1/2025	\$ 4,780,000			\$ 125,731	\$ 125,731
5/1/2026	\$ 4,695,000	\$ 85,000	4.600%	\$ 125,731	\$ 210,731
11/1/2026	\$ 4,695,000			\$ 123,776	\$ 123,776
5/1/2027	\$ 4,605,000	\$ 90,000	4.600%	\$ 123,776	\$ 213,776
11/1/2027	\$ 4,605,000			\$ 121,706	\$ 121,706
5/1/2028	\$ 4,510,000	\$ 95,000	5.000%	\$ 121,706	\$ 216,706
11/1/2028	\$ 4,510,000			\$ 119,331	\$ 119,331
5/1/2029	\$ 4,415,000	\$ 95,000	5.000%	\$ 119,331	\$ 214,331
11/1/2029	\$ 4,415,000			\$ 116,956	\$ 116,956
5/1/2030	\$ 4,315,000	\$ 100,000	5.000%	\$ 116,956	\$ 216,956
11/1/2030	\$ 4,315,000			\$ 114,456	\$ 114,456
5/1/2031	\$ 4,210,000	\$ 105,000	5.000%	\$ 114,456	\$ 219,456
11/1/2031	\$ 4,210,000			\$ 111,831	\$ 111,831
5/1/2032	\$ 4,095,000	\$ 115,000	5.000%	\$ 111,831	\$ 226,831
11/1/2032	\$ 4,095,000			\$ 108,956	\$ 108,956
5/1/2033	\$ 3,975,000	\$ 120,000	5.000%	\$ 108,956	\$ 228,956
11/1/2033	\$ 3,975,000			\$ 105,956	\$ 105,956
5/1/2034	\$ 3,850,000	\$ 125,000	5.250%	\$ 105,956	\$ 230,956
11/1/2034	\$ 3,850,000			\$ 102,675	\$ 102,675
5/1/2035	\$ 3,720,000	\$ 130,000	5.250%	\$ 102,675	\$ 232,675
11/1/2035	\$ 3,720,000			\$ 99,263	\$ 99,263
5/1/2036	\$ 3,580,000	\$ 140,000	5.250%	\$ 99,263	\$ 239,263
11/1/2036	\$ 3,580,000			\$ 95,588	\$ 95,588
5/1/2037	\$ 3,435,000	\$ 145,000	5.250%	\$ 95,588	\$ 240,588
11/1/2037	\$ 3,435,000			\$ 91,781	\$ 91,781
5/1/2038	\$ 3,280,000	\$ 155,000	5.250%	\$ 91,781	\$ 246,781
11/1/2038	\$ 3,280,000			\$ 87,713	\$ 87,713
5/1/2039	\$ 3,120,000	\$ 160,000	5.250%	\$ 87,713	\$ 247,713
11/1/2039	\$ 3,120,000			\$ 83,513	\$ 83,513
5/1/2040	\$ 2,950,000	\$ 170,000	5.250%	\$ 83,513	\$ 253,513
11/1/2040	\$ 2,950,000			\$ 79,050	\$ 79,050
5/1/2041	\$ 2,770,000	\$ 180,000	5.250%	\$ 79,050	\$ 259,050
11/1/2041	\$ 2,770,000			\$ 74,325	\$ 74,325
5/1/2042	\$ 2,580,000	\$ 190,000	5.250%	\$ 74,325	\$ 264,325
11/1/2042	\$ 2,580,000			\$ 69,338	\$ 69,338
5/1/2043	\$ 2,380,000	\$ 200,000	5.375%	\$ 69,338	\$ 269,338
11/1/2043	\$ 2,380,000			\$ 63,963	\$ 63,963
5/1/2044	\$ 2,170,000	\$ 210,000	5.375%	\$ 63,963	\$ 273,963
11/1/2044	\$ 2,170,000			\$ 58,319	\$ 58,319
5/1/2045	\$ 1,945,000	\$ 225,000	5.375%	\$ 58,319	\$ 283,319

Hilltop Point

Community Development District

Series 2022-1 Debt Service

Period Ending	Bond Balance	Principal	Coupon	Interest	Debt Service
11/1/2045	\$ 1,945,000			\$ 52,272	\$ 52,272
5/1/2046	\$ 1,710,000	\$ 235,000	5.375%	\$ 52,272	\$ 287,272
11/1/2046	\$ 1,710,000			\$ 45,956	\$ 45,956
5/1/2047	\$ 1,460,000	\$ 250,000	5.375%	\$ 45,956	\$ 295,956
11/1/2047	\$ 1,460,000			\$ 39,238	\$ 39,238
5/1/2048	\$ 1,200,000	\$ 260,000	5.375%	\$ 39,238	\$ 299,238
11/1/2048	\$ 1,200,000			\$ 32,250	\$ 32,250
5/1/2049	\$ 925,000	\$ 275,000	5.375%	\$ 32,250	\$ 307,250
11/1/2049	\$ 925,000			\$ 24,859	\$ 24,859
5/1/2050	\$ 635,000	\$ 290,000	5.375%	\$ 24,859	\$ 314,859
11/1/2050	\$ 635,000			\$ 17,066	\$ 17,066
5/1/2051	\$ 325,000	\$ 310,000	5.375%	\$ 17,066	\$ 327,066
11/1/2051	\$ 325,000			\$ 8,734	\$ 8,734
5/1/2052		\$ 325,000	5.375%	\$ 8,734	\$ 333,734
11/1/2052					
		\$ 5,010,000		\$ 5,098,776	\$ 10,108,776

Hilltop Point

Community Development District

Series 2022-2 Debt Service

Series 2022-2 Bonds
Fiscal Year 2025 Budget

REVENUES		
CDD Debt Service Assessments	\$	229,905
TOTAL REVENUES	\$	229,905
EXPENDITURES		
May Bond Interest Payment	\$	90,546
May Bond Principal Payment	\$	50,000
November Bond Interest Payment	\$	89,359
TOTAL EXPENDITURES	\$	229,905
EXCESS OF REVENUES OVER EXPENDITURES	\$	-
ANALYSIS OF BONDS OUTSTANDING		
Bonds Outstanding - Period Ending 11/1/2024	\$	3,320,000
Principal Payment Applied Toward Series 2022-2 Bonds	\$	50,000
Bonds Outstanding - Period Ending 11/1/2025	\$	3,270,000

Hilltop Point

Community Development District

Series 2022-2 Debt Service

**Hilltop Point Community Development District
Special Assessment Revenue Bonds, Series 2022-2 (Assessment Area Two)**

Period Ending	Outstanding Balance	Principal	Coupon	Interest	Debt Service
6/7/2022	\$ 3,365,000				
11/1/2022	\$ 3,365,000			\$ 73,292	\$ 73,292
5/1/2023	\$ 3,365,000			\$ 91,615	\$ 91,615
11/1/2023	\$ 3,365,000			\$ 91,615	\$ 91,615
5/1/2024	\$ 3,320,000	\$ 45,000	4.750%	\$ 91,615	\$ 136,615
11/1/2024	\$ 3,320,000			\$ 90,546	\$ 90,546
5/1/2025	\$ 3,270,000	\$ 50,000	4.750%	\$ 90,546	\$ 140,546
11/1/2025	\$ 3,270,000			\$ 89,359	\$ 89,359
5/1/2026	\$ 3,220,000	\$ 50,000	4.750%	\$ 89,359	\$ 139,359
11/1/2026	\$ 3,220,000			\$ 88,171	\$ 88,171
5/1/2027	\$ 3,165,000	\$ 55,000	4.750%	\$ 88,171	\$ 143,171
11/1/2027	\$ 3,165,000			\$ 86,865	\$ 86,865
5/1/2028	\$ 3,105,000	\$ 60,000	5.100%	\$ 86,865	\$ 146,865
11/1/2028	\$ 3,105,000			\$ 85,335	\$ 85,335
5/1/2029	\$ 3,045,000	\$ 60,000	5.100%	\$ 85,335	\$ 145,335
11/1/2029	\$ 3,045,000			\$ 83,805	\$ 83,805
5/1/2030	\$ 2,980,000	\$ 65,000	5.100%	\$ 83,805	\$ 148,805
11/1/2030	\$ 2,980,000			\$ 82,148	\$ 82,148
5/1/2031	\$ 2,915,000	\$ 65,000	5.100%	\$ 82,148	\$ 147,148
11/1/2031	\$ 2,915,000			\$ 80,490	\$ 80,490
5/1/2032	\$ 2,845,000	\$ 70,000	5.100%	\$ 80,490	\$ 150,490
11/1/2032	\$ 2,845,000			\$ 78,705	\$ 78,705
5/1/2033	\$ 2,770,000	\$ 75,000	5.400%	\$ 78,705	\$ 153,705
11/1/2033	\$ 2,770,000			\$ 76,680	\$ 76,680
5/1/2034	\$ 2,690,000	\$ 80,000	5.400%	\$ 76,680	\$ 156,680
11/1/2034	\$ 2,690,000			\$ 74,520	\$ 74,520
5/1/2035	\$ 2,605,000	\$ 85,000	5.400%	\$ 74,520	\$ 159,520
11/1/2035	\$ 2,605,000			\$ 72,225	\$ 72,225
5/1/2036	\$ 2,520,000	\$ 85,000	5.400%	\$ 72,225	\$ 157,225
11/1/2036	\$ 2,520,000			\$ 69,930	\$ 69,930
5/1/2037	\$ 2,430,000	\$ 90,000	5.400%	\$ 69,930	\$ 159,930
11/1/2037	\$ 2,430,000			\$ 67,500	\$ 67,500
5/1/2038	\$ 2,335,000	\$ 95,000	5.400%	\$ 67,500	\$ 162,500
11/1/2038	\$ 2,335,000			\$ 64,935	\$ 64,935
5/1/2039	\$ 2,235,000	\$ 100,000	5.400%	\$ 64,935	\$ 164,935
11/1/2039	\$ 2,235,000			\$ 62,235	\$ 62,235
5/1/2040	\$ 2,125,000	\$ 110,000	5.400%	\$ 62,235	\$ 172,235
11/1/2040	\$ 2,125,000			\$ 59,265	\$ 59,265
5/1/2041	\$ 2,010,000	\$ 115,000	5.400%	\$ 59,265	\$ 174,265
11/1/2041	\$ 2,010,000			\$ 56,160	\$ 56,160
5/1/2042	\$ 1,890,000	\$ 120,000	5.400%	\$ 56,160	\$ 176,160
11/1/2042	\$ 1,890,000			\$ 52,920	\$ 52,920
5/1/2043	\$ 1,760,000	\$ 130,000	5.600%	\$ 52,920	\$ 182,920
11/1/2043	\$ 1,760,000			\$ 49,280	\$ 49,280
5/1/2044	\$ 1,625,000	\$ 135,000	5.600%	\$ 49,280	\$ 184,280
11/1/2044	\$ 1,625,000			\$ 45,500	\$ 45,500
5/1/2045	\$ 1,485,000	\$ 140,000	5.600%	\$ 45,500	\$ 185,500

Hilltop Point

Community Development District

Series 2022-2 Debt Service

Period Ending	Outstanding Balance	Principal	Coupon	Interest	Debt Service
11/1/2045	\$ 1,485,000			\$ 41,580	\$ 41,580
5/1/2046	\$ 1,335,000	\$ 150,000	5.600%	\$ 41,580	\$ 191,580
11/1/2046	\$ 1,335,000			\$ 37,380	\$ 37,380
5/1/2047	\$ 1,175,000	\$ 160,000	5.600%	\$ 37,380	\$ 197,380
11/1/2047	\$ 1,175,000			\$ 32,900	\$ 32,900
5/1/2048	\$ 1,005,000	\$ 170,000	5.600%	\$ 32,900	\$ 202,900
11/1/2048	\$ 1,005,000			\$ 28,140	\$ 28,140
5/1/2049	\$ 825,000	\$ 180,000	5.600%	\$ 28,140	\$ 208,140
11/1/2049	\$ 825,000			\$ 23,100	\$ 23,100
5/1/2050	\$ 635,000	\$ 190,000	5.600%	\$ 23,100	\$ 213,100
11/1/2050	\$ 635,000			\$ 17,780	\$ 17,780
5/1/2051	\$ 435,000	\$ 200,000	5.600%	\$ 17,780	\$ 217,780
11/1/2051	\$ 435,000			\$ 12,180	\$ 12,180
5/1/2052	\$ 225,000	\$ 210,000	5.600%	\$ 12,180	\$ 222,180
11/1/2052	\$ 225,000			\$ 6,300	\$ 6,300
5/1/2053		\$ 225,000	5.600%	\$ 6,300	\$ 231,300
11/1/2053					
		\$ 3,365,000		\$ 3,780,005	\$ 7,145,005

Hilltop Point

Community Development District

*Debt Service Fund***Budget Narrative**
Fiscal Year 2025**REVENUES****Interest-Investments**

The District earns interest on its operating accounts.

Operations & Maintenance Assessments – On Roll

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Developer Contributions

The district will direct bill and collect non-ad valorem assessments on assessable property in order to pay for the debt service expenditures during the fiscal year.

Other Miscellaneous Revenues

Additional revenue sources not otherwise specified by other categories.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES**Debt Service****Principal Debt Retirement**

The district pays regular principal payments to annually to pay down/retire the debt.

Interest Expense

The District Pays interest Expenses on the debt twice a year.

Hilltop Point

Community Development District

Supporting Budget Schedules

Fiscal Year 2025

Assessment Summary
Fiscal Year 2025 vs. Fiscal Year 2024

			FISCAL YEAR 2024			FISCAL YEAR 2025				
Lot Size	EAU Value	Unit Count	Debt Service Per Unit	O&M Per Unit (2)	FY 2024 Total Assessment (1)	Debt Service Per Unit	O&M Per Unit (2)	FY 2025 Total Assessment (1)	Annual Increase/(Decrease) in Assessments	% Change in Annual Assessments
ASSESSMENT AREA ONE - SERIES 2022-1 BONDS										
Single Family 54'	1.00	246	\$ 1,435.69	\$ 1,326.90	\$ 2,762.59	\$ 1,435.69	\$ 1,326.90	\$ 2,762.59	\$ (0.00)	0%
ASSESSMENT AREA TWO - SERIES 2022-2 BONDS										
Single Family 54' Platted	1.00	49	\$ 1,436.17	\$ 1,326.90	\$ 2,763.07	\$ 1,436.17	\$ 1,326.90	\$ 2,763.07	\$ (0.00)	0%
Single Family 54' Unplatted	1.00	123	\$ 1,436.17	\$ 193.61	\$ 1,629.78	\$ 1,436.17	\$ 193.61	\$ 1,629.78	\$ 0.00	0%
Total		418								

Notations:
(1) Annual assessments are adjusted for Pasco County collection fees and statutory discounts for early payment.
(2) The unit count has been decreased by 3 units relative to the original plan of development, adjusting the total units allocated to the Assessment Area One, Series 2022-1 Bonds from 249 to 246 units.
(3) Operations assessments for FY 2025 will be developer-funded based on actual expenses. Amounts listed are for informational purposes, to reflect anticipated assessments when lots have been closed to end users and third-party builders. Lots which have closed to end users and third-party builders by the assessment roll due date for FY 2025 will be billed on-roll, based on the operations and maintenance assessments above.

RESOLUTION 2024-10

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 2024-2025 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 2024-2025 Budget;

WHEREAS, the provision of the activities described in the FY 2024-2025 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 2024-2025 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 2024-2025 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 2024-2025 Budget as shown in the revenues line item of the FY 2024-2025 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 2024-2025 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 2024-2025 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 2024-2025 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, 2024
 2. 25% due no later than February 1, 2025
 3. 25% due no later than April 1, 2025
- 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 2024-2025 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, 2024; 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, 2024
 2. 25% due no later than February 1, 2025
 3. 25% due no later than April 1, 2025
- 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 July 26, 2024.

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 2024-2025 Budget

Exhibit B: Form of Budget Funding Agreement with Developer

RESOLUTION 2024-11

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 2025 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 JULY, 2024

ATTEST:

**HILLTOP POINT
COMMUNITY DEVELOPMENT
DISTRICT**

SECRETARY/ASSISTANT SECRETARY

CHAIR

EXHIBIT A

**BOARD OF SUPERVISORS MEETING DATES
HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025**

August 23, 2024	11:15 a.m.
September 25, 2024	11:15 a.m.
October 30, 2024	11:15 a.m.
November 27, 2024	11:15 a.m.*
December 25, 2024	11:15 a.m.
January 29, 2025	11:15 a.m.
February 26, 2025	11:15 a.m.
March 26, 2025	11:15 a.m.
April 30, 2025	11:15 a.m.
May 28, 2025	11:15 a.m.
June 25, 2025	11:15 a.m.
July 30, 2025	11:15 a.m.
August 27, 2025	11:15 a.m.
September 25, 2025	11:15 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.

**AGREEMENT BETWEEN HILLTOP POINT COMMUNITY DEVELOPMENT
DISTRICT AND REDWIRE, LLC FOR INSTALLATION AND MAINTENANCE AND
MANAGEMENT SERVICE OF ALARM MONITORING SYSTEM**

This Agreement (the “**Agreement**”) is made and entered into this 19 day of June, 2024, by and between HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT (the “**CDD**”), a local unit of special purpose government organized and existing pursuant to Chapter 190, Florida Statutes, and REDWIRE, LLC, a Florida limited liability company, whose address is 1136 Thomasville Road, Tallahassee, Florida 32303 (the “**Contractor**”). The Work includes, but is not limited to all labor and material for the installation and maintenance of an access control system and closed-circuit television system (“**CCTV System**”).

That for and in consideration of the sum to be paid of the CDD to the Contractor as herein provided, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

A. The Contractor agrees:

1. To furnish all services, labor, material and equipment necessary for the complete performance in a thorough and workmanlike manner of the installation of the equipment (the “**Project Installation**”) described in the Contractor’s proposal, attached to this Agreement as **Exhibit “A”**.

2. To commence the Project Installation under this Agreement as defined in Exhibit A. It is understood that the Project Installation will be continuous until completed. Time and performance and completion of the Project Installation are of the essence.

3. To provide the monthly professional management and maintenance services (the “**Maintenance Services**”), as described in the Contractor’s proposal, attached to this Agreement as **Exhibit “A”**.

4. The Project Installation and Maintenance Services shall be collectively referred to in this Agreement as the “**Work**”.

5. To maintain appropriate insurance in the amounts shown in **Exhibit “B”** of this Agreement. Appropriate insurance shall include, but not be limited to, general liability, automobile liability, umbrella and/or excess liability, and worker’s compensation policies and the insurance coverage and coverage limits shall be maintained by the Contractor at all times from commencement through completion of the Work. The CDD, its staff, consultants and supervisors shall be listed as an additional insured on each such policy (except for the Worker’s Compensation policy), and no policy may be canceled during the term of this Agreement. An insurance certificate evidencing compliance with this section shall be sent to the CDD prior to commencement of any performance under this Agreement. No certificate shall be acceptable to the CDD 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 CDD. Insurance shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best’s Insurance Reports rating of at least A-VII. If the Contractor

fails to have secured and maintained the required insurance, the CDD has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the CDD obtaining the required insurance.

6. To comply with all applicable laws, regulations, licensing requirements, and to procure and maintain all permits and licenses which may be required by law in connection with the Work contemplated hereunder. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements. If Contractor knows, or should reasonably know, as a competent and experienced general contractor, that any of the Work is required to be inspected or approved by any public authority, or if the CDD or its engineer concludes that any Work is to be inspected or approved, then Contractor shall cause such inspection to be approved or such approval to be obtained. Contractor shall be responsible for any fines or penalties assessed against the CDD as a result of the Work.

7. Contractor shall use all due care to protect the property of the CDD, its residents, and landowners from damage. Contractor agrees to repair or replace, to the CDD's satisfaction, any damage resulting from Contractor's activities and Work within twenty-four (24) hours. In the event Contractor does not repair or replace the damage to the CDD's satisfaction, Contractor shall be responsible for reimbursing the CDD for such damages.

8. Contractor shall (i) notify the CDD immediately by telephone, with prompt confirmation in writing, of any injuries, fatalities, property damage, failure to comply with any legal requirements, the existence of any conditions arising out of the Work or otherwise which have created or could create an environmental hazard or other negative impact upon the site where the Work is being performed, or a failure to perform the Work in accordance with current industry standards, and shall (ii) provide the CDD with such reports of injuries and fatalities or the other aforementioned events as the CDD shall deem necessary, including but not limited to, copies of all reports or other documents filed or provided to Contractor's insurers or the State of Florida or any governmental agency in connection with such injury, fatality or other aforementioned events.

9. To warrant that the Work (a) has been constructed in a manner that conforms to all professional standards of care, principles, or other applicable designed standards; (b) has been performed in a good and workmanlike manner and is free of defects; (c) utilized materials that are new and of good quality. The Contractor shall repair or replace, at its cost, any item or component of the Work found not to be materially in conformance with this warranty, provided the CDD notifies the Contractor in writing of such non-conformity within the warranty period. Except as to latent defects or defects that are concealed and/or not disclosed due to fraud, that warranty period will expire at the time of termination of this Agreement, or one (1) year after acceptance by the CDD of the Project Installation, whichever occurs last.

10. To permit any representative of the CDD at all reasonable times, to inspect the Work while in progress or any of the materials used or to be used in connection therewith, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the CDD for the conducting of such inspections and tests as may be required.



11. To assume liability for all damage to Project equipment which is being installed, while under construction, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the CDD and notwithstanding the fact that partial payments may be made during construction.

12. Contractor agrees to indemnify, defend and hold harmless the CDD and its officers, agents and employees and their respective successors and assigns, from any and all liability, claims, actions, suits or demand by any person, corporation or other entity for injuries, death, property damage of any nature, including attorneys' fees, arising out of injury to, or death of, persons (including Contractor's and any Subcontractor's employees), and/or damage to any property, including loss of use of the property, in connection with or arising out of this Agreement or the performance by the Contractor of the Work or Contractor's failure to perform the Work in accordance with this Agreement. However, this indemnity shall not apply to the extent of the CDD's gross negligence or willful misconduct. This indemnity shall survive the expiration or termination of this Agreement as to any claims arising out of this Agreement. Nothing in this Agreement shall limit the obligations of any insurer under the terms of any insurance policy procured or maintained pursuant to this Agreement. Contractor agrees that nothing in this Agreement shall constitute or be construed as a waiver of the CDD's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or pursuant to any other law.

B. The CDD agrees:

1. For the Project Installation, the CDD agrees to pay the Contractor the total contract price of **Nineteen Thousand Five Hundred Thirty-Nine Dollars and 50/100^{ths} (\$19,539.50)**. The CDD will pay the Contractor Fifty Percent (50%) of the Project Installation (**\$9,769.75**) at the time of commencement of the Project Installation. The remaining Fifty Percent (50%) of the Project Installation payment (**\$9,769.75**) will be paid by the CDD to the Contractor upon final completion and acceptance of the Project Installation. Payment otherwise due by the CDD to the Contractor may be withheld by the CDD, without payment of interest, an account of defective Project Installation not remedied by the Contractor, unpaid labor or material bills, or third-party claims for which Contractor is responsible under this Agreement, or for failure of Contractor to provide the required Certificates of Insurance in accord with Exhibit "B" of this Agreement.

2. For the Maintenance Services, the CDD agrees to pay the Contractor the amount of **Five Hundred Twenty-Five Dollars and xx/100^{ths} (\$525.00)** per month, until the CDD terminates the Maintenance Services, in accordance with this Agreement and the billing and payment procedures set forth herein. Contractor shall bill the CDD for Maintenance Services based on an invoice with appropriate support documentation of the Maintenance Services performed. Provided Contractor has submitted invoices for Maintenance Services with the appropriate support documentation by the fifteenth (15th) of the month, Contractor shall be paid by the thirtieth (30th) of the following month unless such invoice is disputed as described below. The format of the invoice and back up documentation shall strictly adhere to the requirements established by the CDD. If the CDD disputes or questions any part or all of an invoice, the CDD shall advise Contractor, in writing, of such questions or disputes within thirty (30) days of the CDD's receipt of the invoice. In the event of any dispute regarding the Maintenance Services performed to date, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Maintenance Services, in the CDD's sole and absolute discretion, shall, so long

as CDD is pursuing resolution of such dispute in an expeditious manner, continue to carry on performance of the Maintenance Services and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and CDD shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.

3. The Maintenance Services shall commence upon completion and acceptance by the CDD of the Project Installation. The term of the Maintenance Services to be provided in accord with this Agreement shall be for twelve (12) months, and the term shall automatically renew for successive twelve (12) month time periods, until this Agreement is terminated in accordance with the termination provisions set forth in this Agreement.

4. If the Contractor shall so request, to furnish, without charge, two (2) certified copies of any motions or resolutions authorizing the execution of the Agreement, or amendments thereto, or any changes in the plans, drawings or specifications pertaining to this Agreement.

C. It is mutually agreed:

1. That no change, alteration, amendment payment for extra work or agreement to pay for same shall be binding upon the CDD until the same shall be properly approved by the CDD in writing.

2. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

3. The failure of the CDD to enforce at any time or for any period of time any one or more of the provisions of this Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.

4. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.

5. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.

6. The CDD and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the CDD.

7. In the event the CDD is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then, if prevailing, the CDD shall be entitled to recover from Contractor, all fees and costs incurred, including, but not limited to, reasonable attorneys' fees incurred prior to and during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

8. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute and nothing in this Agreement shall enure 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.

9. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it, to perform under this Agreement. The Contractor shall keep the CDD's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy any claim or attempted lien within three (3) business days after the filing of a notice thereof, the CDD, in addition to any or all remedies available under this Agreement, may terminate this Agreement effective upon the giving of notice.

10. 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 and have had the opportunity to receive the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

11. A default by either party under this Agreement shall entitle the other party 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.

12. The CDD may terminate this Agreement without cause upon thirty (30) days written notice. The CDD shall also have the right to cancel this Agreement at any time due to Contractor's failure to perform in accordance with the terms of this Agreement or for any reason. Contractor shall have the right to cancel this Agreement upon sixty (60) days written notice to the CDD stating a failure of the CDD to perform in accordance with the terms of this Agreement; provided however, that the CDD shall be provided a reasonable opportunity to cure any failure under this Agreement. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to them at the effective date of termination for the Services performed up to that date, subject to whatever claims or off-sets the CDD may have against the Contractor.

13. 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 requirements of law and each party has full power and authority to comply with the terms and provisions of this instrument.

14. All notices, requests, consents, and other communications ("**Notices**") shall be in writing and shall be delivered, via overnight mail, or by First Class Mail, postage prepaid, with a return receipt requested, to the parties as follows:



If to Contractor:

Redwire, LLC
1136 Thomasville Road
Tallahassee, Florida 32303

If to CDD:

Hilltop Point Community Development District
c/o Inframark, LLC
2005 Pan Am Circle
Suite 300
Tampa, Florida 33607
Attn: Bryan Radcliff, District Manager

With a copy to:
Erin McCormick Law, PA
3314 Henderson Boulevard
Suite 100D
Tampa, Florida 33609
Attn: Erin McCormick, District Counsel

Except as otherwise provided herein, any notice shall be deemed received only upon actual delivery to the address set forth herein. Notices delivered after 5:00 pm (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 the Agreement would otherwise expire on any non-business day, the Notice period shall be extended to the next succeeding business day. Saturday, 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 of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to parties and addresses set forth herein or thereafter changed as provided above.

15. 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.

16. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the CDD. Any assignment entered into without the written approval of the CDD shall be invalid and unenforceable.



17. **Public Records.** The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the CDD to perform the service.
- b. Upon request from the CDD's custodian of public records, provide the CDD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the CDD.
- d. Upon completion of this Agreement, transfer, at no cost, to the CDD all public records in possession of the Contractor or keep and maintain public records required by the CDD to perform the service. If the Contractor transfers all public records to the CDD upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CDD, upon request from the CDD's custodian of public records, in a format that is compatible with the information technology systems of the CDD.

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

18. **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, Contractor 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 CDD 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 CDD upon request. In the event that the CDD 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 CDD shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the CDD. Further, absent such notification from the CDD, 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.

19. This agreement shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

In Witness Whereof, the parties hereto have caused this instrument to be executed on the day and year as previously written.

REDWIRE, LLC, a Florida limited liability company

By: Andrew Gagnier
 Name: [Signature]
 Title: CEO, Redwire

**HILLTOP POINT COMMUNITY
 DEVELOPMENT DISTRICT**

By: _____
 Name: _____
 Title: _____

EXHIBIT A
CONTRACTOR'S PROPOSAL



CLIENT AGREEMENT

25084-1-0

CLIENT NAME: Hilltop Point CDDDATE: 7/17/24
07/01/2024PHONE: (813) 873-7300

INSTALL AT:

BILL TO:

Hilltop Point CDD

REDWIRE agrees to install or cause to be installed and to service, without liability and not as an insurer, during the term of this Agreement, an alarm system as described on the quotation dated 07/01/2024 which becomes part of this Agreement.

All equipment is the personal property of: CLIENT

THIS AGREEMENT APPLIES TO:

- ☐ Burglary System ☒ Access Control System ☒ CCTV System
☐ Fire Alarm System ☐ Communication Line Security ☐ Other

The undersigned agrees to pay REDWIRE, its agents or assigns the sums of

INSTALLATION	\$19,540	TAX	\$0.00	TOTAL	\$19,540	\$9,769.75	\$9,769.75
OR INSPECTION						DOWN PAYMENT	BALANCE UPON COMPLETION
SERVICES TOTAL	\$525.00	TAX	\$0.00	TOTAL	\$525.00	Monthly	PAYMENT MODE

SPECIAL TERMS:

LIMITED WARRANTY

1. Except as set forth herein, REDWIRE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO CLIENT OR RECEIVED UPON BY CLIENT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS.

2. In the event any part of the equipment installed shall become defective or inoperative under normal use within one (1) year from the date of the original invoice or this installation, and REDWIRE determines the equipment is defective or inoperative, REDWIRE shall replace or repair such defective part without charge to CLIENT. IN NO EVENT SHALL REDWIRE BE LIABLE FOR MORE THAN, AND CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO, THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, AND REDWIRE SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO, ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT ASSIGNABLE.

3. If CLIENT shall discover a defect in the products supplied under this Agreement, CLIENT shall immediately contact REDWIRE in writing or by telephone and fully describe the nature of the defect so that repair service may be rendered.

4. REDWIRE shall not be liable for repair or replacement in the event of damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, modification or improper installation by anyone other than REDWIRE and any other cause beyond the control of REDWIRE, including interruption of electrical or telephone service.

5. CLIENT acknowledges that any affirmation of fact or promise made by REDWIRE shall not be deemed to create an express warranty, and that REDWIRE makes no representation or warranty, that the system supplied may not be compromised, circumvented, or that the system or services will in all cases provide the signaling, monitoring and response for which it was intended. CLIENT is not relying on REDWIRE'S skill or judgment in selecting or furnishing a system suitable for any particular purpose. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF REDWIRE IN THE EVENT OF FAILURE OF APPROVAL, THE ONLY LIABILITY OF REDWIRE SHALL BE TO RETURN TO THE CLIENT THE AMOUNT, IF ANY, PAID UPON THE SIGNING OF THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT REDWIRE'S LIABILITY IS LIMITED AS SET FORTH HEREIN. CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, AND SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THAT REDWIRE'S LIABILITY IS LIMITED AS SET FORTH HEREIN.

In certain states alarm agents are licensed and regulated. In this state the agency is DBPR

THE MONITORING/SERVICE CHARGE IS SUBJECT TO CHANGE AS SET FORTH IN PARAGRAPH 3, ON THE REVERSE SIDE. IN ADDITION, TOGETHER WITH THE FIRST PAYMENT, CLIENT SHALL PAY THE PRO RATA SHARE OF THE MONITORING/SERVICE CHARGE FOR THE MONTH IN WHICH MONITORING/SERVICE COMMENCED.

THIS AGREEMENT IS FOR A TERM OF ONE YEAR(S) FROM THE DATE INSTALLATION IS COMPLETED. IF THIS TRANSACTION IS WITH A RESIDENTIAL CLIENT, YOU MAY CANCEL IT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY FROM THE DATE OF THIS AGREEMENT. WORK ON YOUR INSTALLATION WILL BEGIN APPROXIMATELY July 2024 AND SHALL BE SUBSTANTIALLY COMPLETED WITHIN APPROXIMATELY WORKING DAYS AFTER COMMENCEMENT SUBJECT

REDWIRE, LLC
1136 THOMASVILLE RD.
TALLAHASSEE, FL 32303
850.219.9473
LIC. NO. FL EF20001219
GA LVU406225 AL 1433

SUBJECT TO TERMS, INCLUDING PARAGRAPH 12.

SIGNATURE (CLIENT) X

NAME Hilltop Point CDD

TITLE

DATE

REDWIRE AUTHORIZED REPRESENTATIVE

APPROVED

Bear Galvan

shall provide 60 days notice of any proposed increase.

1. REDWIRE agrees to install or cause to be installed, in the premises of the CLIENT, security equipment and devices, and may also provide a centrally monitored signaling system necessary to transmit signals from the premises of the CLIENT to REDWIRE's central monitoring station. In accordance with the attached quotation. Upon completion of installation REDWIRE will thoroughly instruct the CLIENT in the proper use of the Alarm System. REDWIRE will not be responsible to monitor any devices for alarm or supervisory conditions that are not electrically connected by REDWIRE into the signaling system.

2. This Agreement shall automatically renew for additional terms of one (1) year each unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the original term or any renewal thereof. If either (a) REDWIRE terminates this Agreement pursuant to Paragraph 4 (a "Termination for Cause") or (b) this Agreement is terminated by CLIENT (a "Wrongful Termination") for any reason, other than at the end of the initial term or any renewal term as provided for herein: then (i) REDWIRE will terminate all services hereunder, and (ii) in addition to amounts due for services actually rendered prior to the termination of this Agreement, there shall be immediately due and payable by CLIENT to REDWIRE, as liquidated damages, an amount equal to the unpaid Monitoring / Service Fee (Unpaid Monitoring Fee), calculated by multiplying (A) the number of months remaining from the date this Agreement is terminated to the end of the initial term or the then current renewal term times (B) the Monitoring Fee set forth above, exclusive of taxes. CLIENT understands, acknowledges and agrees that REDWIRE's actual damages resulting from either a Termination for Cause or a Wrongful Termination includes, among other things, the then present value of the Unpaid Monitoring Fee equipment and material and that have not been deposited under the terms of the agreement of disconnecting and removing the REDWIRE'S equipment from the above installation site. Therefore, CLIENT acknowledges and agrees that the liquidated damages established hereby are a reasonable approximation of the actual damages to be incurred by REDWIRE upon the occurrence of either a Termination for Cause or of a Wrongful Termination. If CLIENT fails to pay the amounts due hereunder for services actually rendered and/or the liquidated damages payable hereunder, then CLIENT agrees to reimburse REDWIRE for all costs of collecting the same, including without limitation, reasonable attorney's fees.

3. REDWIRE shall have the right, at any time, to increase the charges provided herein, to reflect any additional taxes, fees or charges relating to the service provided under the terms of this Agreement, which may hereafter be imposed on REDWIRE by any utility or government agency and CLIENT agrees to pay same. So that REDWIRE may properly adjust its rates to meet changing costs, REDWIRE may, at any time after the expiration of one (1) year from the date of this Agreement, increase the annual monitoring/service charges upon giving the CLIENT notice in writing. Even if an increase exceeds more than 10% and CLIENT is unwilling to pay the increased charges, CLIENT may terminate this Agreement upon giving notice in writing to REDWIRE within sixty (60) days from the date of notice of the increase. CLIENT'S failure to notify REDWIRE within said thirty (30) days shall constitute CLIENT'S acceptance of the increase.

4. CLIENT shall be in default of this Agreement for (a) failure to pay the installation charge; (b) failure to pay the monitoring/service charge when due; (c) willfully or negligently causing repeated false alarms, (d) failure to perform any other obligation under this Agreement. Upon CLIENT'S default, REDWIRE shall have the right to terminate this Agreement ten (10) days after written notice of default. If after such notice CLIENT has not cured the default, any cost incurred by REDWIRE as a result of a false alarm caused by CLIENT shall be promptly reimbursed to REDWIRE. In the event of any default of this Agreement by CLIENT, including a default for failure to pay monies due and owing to REDWIRE, CLIENT shall pay REDWIRE any and all damages or losses incurred by REDWIRE in connection with such default, including all costs and expenses incurred by REDWIRE in collecting any monies due and owing by CLIENT to REDWIRE hereunder, reasonable attorney's fees, costs, prejudgment interest, and any other reasonable and related expenses of collection.

5. REDWIRE agrees to monitor the systems from the time CLIENT causes the system to be activated until CLIENT causes the system to be deactivated. Upon receipt of a signal indicating an unauthorized entry into CLIENT'S premises or an emergency, the REDWIRE'S operator will use reasonable efforts to identify the signal and, when warranted, will transmit notice of said signal to the local authority having jurisdiction. If instructed to do so by CLIENT in writing, REDWIRE will also notify an agent designated in writing by CLIENT. CLIENT agrees to give REDWIRE a list of names of all persons who shall have the right to enter the premises between any regularly scheduled times for opening and closing the premises and who may be called upon for a key to enter CLIENT'S premises during such periods.

6. CENTRAL STATION ALARM. If REDWIRE has installed a central station alarm, REDWIRE shall, without warranty, use reasonable efforts to do the following to the extent the service is selected by CLIENT.

- Upon receipt of a burglar alarm signal or access control door alarm signal, transmit the alarm to headquarters of the public police department, or to CLIENT.
- Upon receipt of a hold-up alarm signal, transmit the alarm to the public police department.
- Upon receipt of a manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to the public fire department.
- Upon receipt of an auxiliary, trouble, supervisory or other special signal, notify CLIENT or local authority as applicable.
- Upon receipt of an audio or video signal indicating an unauthorized entry into CLIENT'S premises, REDWIRE'S operator will use reasonable efforts to identify the signal, and when warranted transmit notice of said signal to the public police department.

7. CLIENT hereby authorizes and empowers REDWIRE, its agents or assigns, to install the aforesaid system in the designated premises, and to service the system and to make any necessary inspections, tests and repairs as required. CLIENT understands that after notice or additional protection can be installed at CLIENT'S request and expense. CLIENT acknowledges that REDWIRE has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls or other concealed spaces, and it is CLIENT'S obligation to make REDWIRE aware of such conditions, failing which REDWIRE shall have no responsibility whatsoever for any damage that may be caused. The CLIENT agrees to furnish any necessary electric current through CLIENT'S meter and at CLIENT'S own expense. It is mutually agreed that the work of installation, repair or service by the REDWIRE shall be primarily performed between the hours of 8:00 o'clock a.m. and 5:00 o'clock p.m., exclusive of Saturdays, Sundays and holidays.

8. It is understood and agreed that upon termination REDWIRE may remove or abandon, in whole or in part, the system if owned by REDWIRE, without obligation to repair or redecorate any portion of the CLIENT'S premises. REDWIRE'S removal or abandonment shall not constitute a waiver of the right to collect any charges which may have been accrued or may be due hereunder. CLIENT shall maintain insurance adequate to cover the replacement costs of REDWIRE'S equipment in the custody and control of CLIENT.

9. This agreement may be cancelled, without previous notice, at the option of REDWIRE, in the event REDWIRE central station, connection link or the equipment within the CLIENT'S premises is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, and may likewise be cancelled at the option of the CLIENT in the event of such occurrences. CLIENT shall be liable for any delinquent payments for services previously rendered.

10. CLIENT agrees to perform system checks as instructed by REDWIRE in order to ascertain if the system is properly functioning. CLIENT acknowledges that REDWIRE'S obligation hereunder relates solely to the services set forth above and to the service of the specified alarm system and that REDWIRE is in no way obligated to insure the operation of the system or to maintain or service CLIENT'S property or the property of others to which REDWIRE'S system is connected. Repairs shall be performed as soon as reasonably possible after receipt of notice by REDWIRE. CLIENT is solely responsible for proper maintenance of any devices utilizing batteries; or any sprinkler system including provision of heat where necessary and acknowledges that REDWIRE has no responsibility for the operation or non-operation of its equipment unless the sprinkler system is at all times in sound working order.

11. REDWIRE assumes no liability for delays in installation or interruptions of service due to strikes, riots, floods, fires, act of God or any causes beyond the control of REDWIRE, including interruption of alarm transmission, and will not be required to supply service to the CLIENT while such cause continues. CLIENT understands that alarm signals may be transmitted by telephone, cable, radio or other, which are outside the control of REDWIRE, and REDWIRE shall have no responsibility for any failure in transmission of alarm signals by any means CLIENT agrees to immediately notify REDWIRE of any malfunctions of the communication link used by this equipment.

12. LIMITATIONS OF DAMAGES:

A. It is understood and agreed by the parties hereto that REDWIRE is not an insurer and that insurance, if any, covering personal injury and property loss or damage on CLIENT'S premises shall be obtained by CLIENT, at CLIENT'S sole expense; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to this value of CLIENT'S property or the property of others located on CLIENT'S premises; that REDWIRE makes no guarantee, representation or warranty including any implied warranty of merchantability or fitness for particular purpose that the system or service supplied will avert or prevent occurrences or the consequences there from which the system or service is intended to detect or avert, except for the provisions of the Redwire Performance Promise as it may apply to any loss occurring while this Agreement is in force and if such warranty is in effect in conjunction with this agreement.

B. CLIENT acknowledges it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure to perform any of REDWIRE'S obligations or a failure or malfunction in the system to properly operate because of, among other things, the uncertain amount or value of CLIENT'S property or the property of others which may be lost or damaged; the uncertainty of the response time of the policy or other authority; the inability to ascertain what portion, if any, of any loss would be proximately caused by REDWIRE'S failure to perform any of its obligations or failure of its equipment to properly operate; or the nature of the services to be performed by REDWIRE.

C. CLIENT UNDERSTANDS AND AGREES THAT IF REDWIRE SHOULD BE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE FROM A FAILURE TO PERFORM ANY OF ITS OBLIGATIONS OR A FAILURE OF THE EQUIPMENT TO PROPERLY OPERATE, REDWIRE'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE TOTAL OF ONE-HALF YEARS MONITORING PAYMENTS, OR FIVE HUNDRED DOLLARS (\$500) WHICHEVER IS THE LESSER, ABOLISHED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE AND SHALL APPLY LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM PERFORMANCE OR NON-PERFORMANCE OF ANY OF REDWIRE'S OBLIGATIONS OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF REDWIRE ITS EMPLOYEES OR AGENTS.

D. In the event that the CLIENT wishes REDWIRE to assume greater liability, CLIENT may, as a matter of right, obtain from REDWIRE a higher limit by paying an additional amount to REDWIRE, and a rider shall be attached hereto setting forth such higher limit and additional amount, but this additional obligation shall in no way be interpreted to hold REDWIRE as an insurer.

E. When CLIENT in the ordinary course of business has the property of others in its custody, or the alarm system extends to protect the persons or property of others, CLIENT agrees to and shall indemnify, defend and hold harmless REDWIRE, its employees and agents for and against all claims brought by owners of said property arising out of the REDWIRE'S performance or non-performance of its obligations or a failure or malfunction in the system to properly operate because of, among other things, the uncertain amount or value of CLIENT'S property or the property of others which may be lost or damaged; the uncertainty of the response time of the policy or other authority; the inability to ascertain what portion, if any, of any loss would be proximately caused by REDWIRE'S failure to perform any of its obligations or failure of its equipment to properly operate; or the nature of the services to be performed by REDWIRE.

F. CLIENT acknowledges that the system installed is as requested and is subject to the process, and unless defects or omissions are called to REDWIRE'S attention, in writing, within five (5) days after completion of installation, CLIENT accepts the system as is.

13. All claims, actions or proceedings, legal or equitable, against REDWIRE must be commenced in court within one (1) year after the cause of action has occurred or the act, omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time, or said claim, action or proceeding is barred, time being of the essence of this paragraph.

14. CLIENT acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, limitation of liability and third-party indemnification, inure to the benefit of and are applicable to REDWIRE and its subsidiaries and to any subcontractors engaged by REDWIRE to provide monitoring, maintenance, installation or service of the alarm system provided herein.

CLIENT hereby waives his right of recovery against REDWIRE for any loss covered by insurance on the premises or its contents to the extent permitted by any policy or by law.

15. If there is any conflict between this Agreement and CLIENT'S purchase order, or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement. This Agreement is not assignable by CLIENT except upon advance written consent of REDWIRE.

16. It is mutually understood and agreed that any representation, promise, advertising or other statement, condition, inducement or warranty, express or implied, whether written or verbal, not included in writing in this Agreement shall not be binding upon any party and that the Agreement may not be altered, modified or otherwise changed at any time except with the written consent of each of the parties hereto, and in the form of an addendum to this Agreement. If any of the terms or conditions of this Agreement shall be declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.

REF

(*) Not withstanding anything to the contrary

in Sections 4. or 5. above, in the event that

the District directs Redwire, in writing, not to notify the

applicable governmental agency or local authority of any alarm, then

Client Initials _____



Schedule of Services

Customer Name: Cobblestone CDDContract #: 25084-1-0

The monthly fee includes the following:

BURGLARY	ACCESS	CCTV	FIRE
<input type="checkbox"/> Monitoring	<input checked="" type="checkbox"/> Central Station Database	<input checked="" type="checkbox"/> Alarm-Based Video Monitoring	<input type="checkbox"/> Monitoring
<input type="checkbox"/> Parts & Labor Included*	Management	<input type="checkbox"/> Cloud Storage of Clips	<input type="checkbox"/> Test & Inspections
<input type="checkbox"/> Hold-Up/Panic	<input checked="" type="checkbox"/> Parts & Labor Included*	<input checked="" type="checkbox"/> Parts & Labor Included*	<input type="checkbox"/> Annual <input type="checkbox"/> Other:
<input type="checkbox"/> Promise	<input type="checkbox"/> Software Troubleshooting &	<input checked="" type="checkbox"/> Software Troubleshooting and	<input type="checkbox"/> Parts & Labor Included*
<input checked="" type="checkbox"/> VIVID	Support	Support	<input type="checkbox"/> Other:
<input type="checkbox"/> Application	<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> Application	
		<input type="checkbox"/> Video Health Monitoring	
		<input type="checkbox"/> Other:	

Communication Method

Primary: ☐ Telephone ☐ IP ☐ Cellular ☐ Other Secondary: ☐ Telephone ☐ IP ☐ Cellular ☐ None

*Service - Parts & Labor Coverage

1. Service calls generated as a result of component failure will be repaired or replaced without charge.
2. Service calls generated as a result of installation procedure or workmanship will be repaired without charge.
3. Service calls generated as a result of wiring failure, where wiring has not been cut or otherwise damaged, will be repaired or replaced without charge.

Not included in the monthly fee:

1. Service calls generated as a result of user operation error will be billed at prevailing rates.
2. Service calls generated as a result of damage caused by outside forces (contractors, remodeling, or devices) will be billed at prevailing rates.
3. Service calls generated as a result of damage caused by Mother Nature, explosions, riots, vandalism, structural collapse, or any incident covered by adequate insurance, will be billed at prevailing rates.
4. System improvements, upgrades, additions of functions or coverage will be billed following a proposal and the appropriate approvals.
5. Repair or replacement service (other than diagnostic service) on auxiliary components not installed by Redwire will be billed at prevailing rates.
6. Costs associated with lift or trenching equipment rental that may be required to service the components of the system(s) will be billed at prevailing rates.

Other: _____

Customer Signature: _____

Date: _____

Dealer Signature: _____

Date: 7/19/24

Schedule of Services, 15 June, 2015



(850) 205-5102
agalavis@redwire.com
www.redwire.com

Bear Galavis
Security Consultant

Clubhouse Proactive Monitoring - Access Control - Digital Surveillance

Hilltop Point CDD
Project: 25083-1-0

Prepared for
C/O Bryan Radcliff
Inframark

Hilltop Point CDD
38459 Barrel Dr.
Dade City, FL 33525

(813) 873-7300
bryan.radcliff@inframark.com

Proposal Issued
6.21.2024

Proposal Valid To
9.19.2024



(850) 205-5102 | agalavis@redwire.com | www.redwire.com

Project Description and Investment

Customer Name: Hilltop Point CDD

Site:

Hilltop Point CDD
38459 Barrel Dr.
Dade City, FL 33525

Billing:

Hilltop Point CDD
38459 Barrel Dr.
Dade City, FL 33525

Contact:

C/O Bryan Radcliff
(813) 873-7300
bryan.radcliff@inframark.com

Project Investment

Access Control

\$5,536.95

QTY	Description
1	DMP XR150 Security Control Center, Network Only
1	Redwire Touchscreen Keypad White w/ Prox & 4 Zones
2	DMP Wiegand Interface Module
2	Reader Thin Line II Blk Wiegand Output Single Gang
1	Power Supply 12/24vdc @ 4A
2	RCI Electric Strike L6504/14/08 5/8" 32D

Supplies & Materials for: Access Control

QTY	Description
1.00	Wire

Professional Services: Monthly

Description	Ext. Price
Central Station Management and Maintenance of Access Control Door	\$40.00
Services Include:	
Equipment Maintenance (Parts and Labor)	
2 Hour Emergency* Service	
6 Month Money Back Guarantee	
Unlimited Updates and Changes	
Unlimited Training and Technical Support	
Free Software Upgrades*	
Redwire App	

Digital Surveillance

\$9,120.95

QTY	Description
1	8 Channel 2TB NVR POE
1	UPS 750VA Battery Backup w/ Surge
6	In/Outdoor Vandal Dome Camera 4MP 3-10MZ IR WDR
6	Wall Mount for Select XNV, PNM & QND Cameras
6	Hanging Mounting Adapter for Select QNV Cameras
1	12MP IR Outdoor Fisheye Camera 1.08mm Fixed Lens

Supplies & Materials for: Digital Surveillance

QTY	Description
1.00	Wire



Project Description and Investment

Professional Services: Monthly

Description	Ext. Price
Quality Assurance Program for Commercial Video Surveillance Recorder	\$15.00
Quality Assurance Program for Commercial Video Surveillance Camera	\$70.00
Services Include:	
Equipment Maintenance (Parts and Labor)	
2 Hour Emergency* Service	
6 Month Money Back Guarantee	
Unlimited Training and Technical Support	
Free Software Upgrades*	
Redwire App	

Proactive Monitoring

\$4,881.64

QTY	Description
1	Camect Smart Camera Hub 24MP w/ All In License
1	15W IP Horn Speaker, White

Supplies & Materials for: Proactive Monitoring

QTY	Description
1.00	Wire

Professional Services: Monthly

Description	Ext. Price
Camera Active Video Monitoring	\$400.00
Services Include:	
24/7 Monitoring	
6 Month Money Back Guarantee	
Redwire App	

Financial Summary

Total Proposal Amount:	\$19,539.5
Monthly Professional Services:	\$525.0
Deposit Due in Advance:	\$9,769.7
Balance Due Upon Completion:	\$9,769.7

Client Authorization

Date

All other terms & conditions of existing contracts between the parties referenced herein apply.

Received By

Date

7/19/24

EXHIBIT B

REQUIRED INSURANCE

Prior to commencing the Work, the Contractor shall provide the CDD with proof of insurance, reasonably satisfactory to CDD, naming CDD as additional insured, for insurance coverage as follows, which policies shall not be cancellable without notice to the CDD:

(a) Worker's compensation coverage in compliance with all applicable state and federal laws, and employer's liability insurance with limits not less than \$1,000,000 bodily injury by accident (each accident), \$1,000,000 bodily injury by disease (each employee).

(b) Comprehensive general liability coverage written on an occurrence policy form, including premises-operations coverage (including explosion, collapse and underground coverage) and products-completed operations coverage) with a minimum combined single limit of \$1,000,000 per occurrence, \$1,000,000 personal and advertising injury, \$2,000,000 general aggregate limit, \$2,000,000 products-completed operations aggregate limit, or limits carried, whichever are greater. The CGL policy or policies shall provide, without limitation, severability of interest (full separation of insureds), contractual liability coverage (including, without limitation, coverage to the maximum extent possible for the indemnification contained in the Contract), broad form property damage coverage including completed operations).

(c) Comprehensive automobile liability coverage, to include owned, hired and leased vehicles and equipment, with a minimum combined single limit of \$1,000,000.00 per occurrence for bodily injury or property damage.

(d) Umbrella and/or excess liability insurance coverage, written on an occurrence policy form ("modified occurrence" and claims made forms are not acceptable), with limits of liability not less than \$2,000,000 per occurrence/annual aggregate in excess of the limits of the policies required above.

(d) The CDD shall be named as an additional insured under the CGL policy, and commercial automobile policy listed above. The policies required in the Section above, shall be primary insurance for Contractor and the CDD.

(e) With respect to any insurance Contract is required to maintain pursuant to the Contract, or does maintain, Contractor warrants that Contractor has the right to waive any and all rights of subrogation which Contractor's insurance carriers might have or claim against CDD, arising out of the Work or Site. Contractor hereby waives, to the fullest extent legally permitted, all such present and future rights of subrogation and agrees to hold harmless, defend and indemnify CDD from all such subrogation claims. Contract shall require such waivers from its subcontractors.

(f) Contractor shall provide the CDD with a certificate of insurance in accordance with this Exhibit B, and attached hereto. The CDD may require the Contractor to submit the original or a certified copy of any insurance policy required hereunder, for the CDD's inspection thereof. Contractor agrees to maintain the insurance required above continuously in effect during the term of this Contract and agrees to maintain the insurance required above, and the CDD's additional insured

status, until the statute of limitations bar any and all claims in connection with, or arising out of the Work, or Contractor's failure to perform any provision of this Contract.

A small, handwritten mark or signature in the bottom right corner of the page.

RESOLUTION 2024 - 12

A RESOLUTION OF THE HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) SETTING A PUBLIC HEARING TO ADOPT A FEE FOR A REPLACEMENT AMENITY FACILITY CARD/FOB, IN ACCORDANCE WITH SECTION 190.035, *FLORIDA STATUTES*; AUTHORIZING NOTICE OF THE PUBLIC HEARING TO ADOPT SUCH FEE; PROVIDING AN OPPORTUNITY FOR ALL OWNERS, TENANTS AND ALL OTHER INTERESTED PERSONS TO HAVE AN OPPORTUNITY TO BE HEARD; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District desires to adopt a fee for a replacement Amenity Facilities Card/Fob, in accordance with Section 190.035, *Florida Statutes*; and

WHEREAS, the District desires to provide for the publication of notice of a public hearing to consider the adoption of a fee for a replacement Amenity Facilities Card/Fob, in accordance with Section 190.035, *Florida Statutes*, and the District’s Rules of Procedure;

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

1. RECITALS.

The provisions of the recitals above are true and correct and are incorporated herein as dispositive.

2. PROPOSED FEE FOR REPLACEMENT AMENITY FACILITIES CARD/FOB.

The District is proposing a fee for replacement Amenity Facilities Card/Fob, as set forth in Exhibit “A,” attached hereto.

3. PUBLIC HEARING TO CONSIDER A FEE FOR REPLACEMENT AMENITY FACILITIES CARD/FOB.

There is hereby declared a public hearing to be held on Friday, July 26, 2024 at 10:15 a.m., at the SpringHill Suites by Marriott Tampa Suncoast Parkway, 16615 Crosspointe Run, Land O-Lakes, Florida 34638, for the purpose of hearing comment and objections to the proposed fee for replacement Amenity Facilities Card/Fob, as identified in Exhibit “A,” attached hereto. Interested parties may appear at that hearing or submit their comments in writing prior to the meeting to the office of Inframark, LLC, c/o Bryan Radcliff, District Manager, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607.

3. PUBLICATION OF NOTICE OF PUBLIC HEARING.

Notice of the public hearing shall be advertised in accordance with Section 190.035, *Florida Statutes*, and the District’s Rules of Procedure. The District Manager is hereby authorized and directed to place the notice in a newspaper of general circulation within Pasco County, with the publication occurring at least ten (10) days prior to the public hearing. The District Manager shall file a publisher’s affidavit with the District Secretary verifying such publication of notice.

4. EFFECTIVE DATE.

This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 28th day of June, 2024.

**HILLTOP POINT COMMUNITY
DEVELOPMENT DISTRICT**

Name: Tatiana Pagan
As: Chair, Board of Supervisors

Attest:

Name: Bryan Radcliff
As: Secretary, Board of Supervisors

EXHIBIT “A”

Proposed Rate Fee for Use of Amenity Facilities

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

Fee for Replacement Amenity Facilities Access Card/Fob

The fee charged to replace any Amenity Facility Access Card/Fob shall be Twenty-Five Dollars (\$25.00) per Amenity Facility Access Card/Fob.

RESOLUTION 2024 - 13

A RESOLUTION OF THE HILLTOP COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) SETTING A PUBLIC HEARING TO ADOPT AN ANNUAL RATE FEE FOR USE OF THE DISTRICT’S AMENITY FACILITIES BY NON-RESIDENTS, IN ACCORDANCE WITH SECTION 190.035, *FLORIDA STATUTES*; AUTHORIZING NOTICE OF THE PUBLIC HEARING TO ADOPT SUCH RATE FEE; PROVIDING AN OPPORTUNITY FOR ALL OWNERS, TENANTS AND ALL OTHER INTERESTED PERSONS TO HAVE AN OPPORTUNITY TO BE HEARD; PROVIDING FOR SEVERABILITY; RESCINDING PREVIOUSLY APPROVED RESOLUTION 2024-07; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District desires to adopt an annual rate fee for use by non-residents of the District’s swimming pool facilities, playground, parks and restroom facilities (the “Amenity Facilities”), in accordance with Section 190.035, *Florida Statutes*; and

WHEREAS, the District desires to provide for the publication of notice of a public hearing to consider the adoption of an annual rate fee for non-residents, in accordance with Section 190.035, *Florida Statutes*, and the District’s Rules of Procedure;

WHEREAS, previously adopted Resolution 2024-07 is hereby rescinded, and is superseded by this Resolution.

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

1. RECITALS.

The provisions of the recitals above are true and correct and are incorporated herein as dispositive.

2. PROPOSED ANNUAL RATE FEE FOR USE OF THE DISTRICT’S AMENITY FACILITIES.

The District is proposing an annual rate fee for non-resident use of the District’s Amenity Facilities, as set forth in Exhibit “A,” attached hereto.

3. PUBLIC HEARING TO CONSIDER AN ANNUAL RATE FEE FOR USE OF THE DISTRICT’S AMENITY FACILITIES.

There is hereby declared a public hearing to be held on Friday, August 23, 2024 at 10:15 a.m., at the SpringHill Suites by Marriott Tampa Suncoast Parkway, 16615 Crosspointe Run, Land O-Lakes, Florida 34638, for the purpose of hearing comment and objections to the proposed annual rate fee for the use of the District’s Amenity Facilities, as identified in Exhibit “A,” attached hereto. Interested parties may appear at that hearing or submit their comments in writing prior to the meeting to the office of Inframark, LLC, c/o Bryan Radcliff, District Manager, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607.

3. PUBLICATION OF NOTICE OF PUBLIC HEARING.

Notice of the public hearing shall be advertised in accordance with Section 190.035, *Florida Statutes*, and the District's Rules of Procedure. The District Manager is hereby authorized and directed to place the notice in a newspaper of general circulation within Pasco County, with the publication occurring at least ten (10) days prior to the public hearing. The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice.

4. EFFECTIVE DATE.

This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 26th day of July, 2024.

**HILLTOP POINT COMMUNITY
DEVELOPMENT DISTRICT**

Name: Tatiana Pagan
As: Chair, Board of Supervisors

Attest:

Name: Bryan Radcliff
As: Secretary, Board of Supervisors

EXHIBIT “A”

Proposed Rate Fee for Use of Amenity Facilities

**HILLTOP POINT COMMUNITY
DEVELOPMENT DISTRICT**

**SCHEDULE OF NON-RESIDENT
USER RATE FEES FOR THE USE
OF ALL DISTRICT AMENITY
FACILITIES**

ADOPTED: _____, 2024

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DEFINITIONS

“Amenity Facilities” – shall mean the properties and areas owned by the District and intended for recreational use together with their appurtenant facilities and areas. These areas include but are not limited to: the swimming pool facilities, playground, parks and restrooms.

“Amenity Facilities Policies” or “Policies” – shall mean all Amenity Facilities Policies of Hilltop Point Community Development District, as amended from time to time.

“Annual Passholder” – shall mean a non-Member who has paid the Annual User Rate Fee established by the District for use of the Amenity Facilities.

“Annual User Rate Fee” – shall mean the rate fee established by the District for any person that is not a Member and wishes to become an Annual Passholder. The amount of the Annual User Rate Fee is set forth herein, and that amount is subject to change based on Board action.

“Board of Supervisors” or “Board” – shall mean the Hilltop Point Community Development District Board of Supervisors.

“District” – shall mean the Hilltop Point Community Development District.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District.

“Family” – shall mean a group of related individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen (18), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

“Guest” – shall mean any person or persons who are invited and accompanied for the day by a Patron to participate in the use of the Amenity Facilities.

“Member” – shall mean any Resident of the District, or any Tenant assigned Amenity Facilities Use Privileges in accordance with the Amenity Facilities Policies.

“Non-Member” – shall mean any person or family that does/do not own property within the District, and who is not a Tenant who has been assigned Amenity Facilities Use Privileges in accordance with the Amenity Facilities Policies of the District.

“Tenant” – shall mean any person or Family residing in a Resident’s home pursuant to a valid rental or lease agreement.

“Resident” – shall mean any person or Family owning property within the District.

“Adult” – shall be considered any person eighteen (18) years of age or older.

“Minor” – shall be considered any person under eighteen (18) years of age.

ANNUAL USER FEE STRUCTURE

The Annual User Fee for any Non-Resident is \$ 644.00 per individual or Family which shall be reviewed each year in conjunction with the adoption of the annual Fiscal Year budget for Hilltop Point Community Development District. The Annual User Fee allows the use of all Amenity Facilities within the District. This fee will cover membership to all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. This Annual User Fee must be paid in full at the time of the completion of the Non-Resident Member application. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application for membership. Such Annual User Fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation and maintenance of the Amenity Facilities; such increase may not exceed ten percent (10%) per year. This Non-Resident membership is not available for commercial or business purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

RULE AND FEE SCHEDULE ADOPTION PROCESS
SUMMARY

The Rule adopting a Rate Fee Schedule for the Use of all District Amenity Facilities was adopted at a noticed Public Hearing by the Board of Supervisors for the Hilltop Point Community Development District on _____, 2024.

Attest:

**HILLTOP POINT COMMUNITY
DEVELOPMENT DISTRICT**

Assistant
Secretary

The regular meeting of the Board of Supervisors of Hilltop Point Community Development District was held on Friday, June 28, 2024, and called to order at 11:20 am at SpringHill Suites by Marriott Tampa Suncoast Parkway, located at 16615 Crosspointe Run, Land O'Lakes, Florida 34638.

Present and constituting a quorum were:

Tatiana Pagan	Chairperson
Aaron Spinks	Vice Chairperson
Lee Thompson	Assistant Secretary
John Blakley	Assistant Secretary
Betty Valenti	Assistant Secretary

Also present were:

Bryan Radcliff	District Manager
Erin McCormick	District Counsel
Gary Schwartz	Field Services
Arturo Gandarillo	LMP
Residents	

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

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

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

SECOND ORDER OF BUSINESS

Appointment of Officer to Vacant Seat

- The Board appointed Mr. Aaron Spinks to Seat 2. Mr. Spinks declined compensation.

On MOTION by Ms. Valenti seconded by Mr. Thompson, with all in favor, Mr. Aaron Spinks was appointed to Seat 2 , serving as Vice Chairperson. 4-0

THIRD ORDER OF BUSINESS

Administer Oath of Office

- Mr. Radcliff, a certified Notary Public of the State of Florida, administered the Oath of Office to Mr. Aaron Spinks in Seat 2.

FOURTH ORDER OF BUSINESS

Business Items

A. Consideration of Resolution 2024- 04, Redesignating Officers

On MOTION by Mr. Blakley seconded by Mr. Thompson, with all in favor, Resolution 2024-04, Redesignating Officers with Ms. Tatiana Pagan as Chairperson and Mr. Aaron Spinks as Vice Chairperson, and remaining Board members as Assistant Secretaries, was adopted. 3-0

B. Consideration of Resolution 2024- 05, Adopting Policies for All Amenity Facilities

On MOTION by Mr. Thompson seconded by Ms. Pagan, with all in favor, Resolution 2024-05, Adopting Policies for All Amenities, was adopted. 5-0

C. Consideration of Resolution 2024- 06, Setting a Public Hearing for Rules to Adopt Rates for Use of the Amenity Facilities and Rates for Replacement Access Cards for the Amenity Facilities

On MOTION by Mr. Spinks seconded by Ms. Pagan, with all in favor, Resolution 2024-06, Setting a Public Hearing for Rules to Adopt Rates for Use of the Amenity Facilities and Rates for Replacement Access Cards for the Amenity Facilities for Friday, July 26, 2024 at 10:15 a.m. at SpringHill Suites by Marriott Tampa Suncoast Parkway, 16615 Crosspointe Run, Land O'Lakes, Florida 34638, with a cost of \$50 per card/fob and \$15 per restroom key if applicable, was adopted. 5-0

D. Consideration of Resolution 2024-07, Setting a Public Hearing to Adopt an Annual User Fee for Non-Resident Use of the Amenity Facilities

On MOTION by Ms. Pagan seconded by Mr. Spinks, with all in favor, Resolution 2024-07, Setting a Public Hearing to Adopt an Annual User Fee for Non-Resident Use of the Amenity Facilities for Friday, July 26, 2024 at 10:15 a.m. at SpringHill Suites by Marriott Tampa Suncoast Parkway, 16615 Crosspointe Run, Land O'Lakes, Florida 34638, at a cost of \$644 per family/individual, was adopted. 5-0

E. Consideration of Resolution 2024-08, Adopting Towing Policies

- This item was tabled, readdressed and adopted as Resolution 2024-13.

On MOTION by Ms. Pagan seconded by Ms. Valenti, with all in favor, Resolution 2024-13, Adopting Parking and Towing Policies for the Amenity Facilities, was adopted. 5-0

F. Consideration of Addendum to Landscape Contract for Phase 1

- The Board tabled approval of the Phase 1 Addendum to the Landscape Contract pending a final walk through with District staff and *LMP*.

G. Consideration of Addendum to the Contract for Amenities

On MOTION by Ms. Pagan seconded by Mr. Blakley, with all in favor, Addendum to the Contract for Amenities with an additional not-to-exceed amount of \$2,900 per month, was approved. 5-0

H. Consideration of Pool Maintenance Proposals

On MOTION by Ms. Pagan seconded by Mr. Spinks, with all in favor, the Pool Maintenance Proposal from *Blue Life Pool Services*, was approved. 5-0

I. Consideration of Janitorial Service Proposals

On MOTION by Mr. Spinks seconded by Mr. Thompson, with all in favor, Janitorial Service Proposals from *JNJ Amenity Services* with a request that the scope of service be expanded to include playground equipment maintenance/cleaning and pool furniture cleaning, was approved. 5-0

FIFTH ORDER OF BUSINESS

Consent Agenda

A. Approval of Minutes of the May 24, 2024 Regular Meeting

B. Consideration of Operation and Maintenance Expenditures May 2024

C. Acceptance of the Financials and Approval of the Check Register for May 2024

On MOTION by Ms. Pagan seconded by Mr. Spinks, with all in favor, the Consent Agenda was approved. 5-0

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

- Ms. McCormick provided the Board an update on continuing contract talks with *RedWire*. The Board approved a motion to authorize Ms. Pagan to work with Mr. Radcliff and Ms. McCormick to obtain a contract from *MHD* in the event the *RedWire* contract is unsuitable.

On MOTION by Mr. Blakley seconded by Ms. Valenti, with all in favor, Ms. Pagan was authorized to work with Mr. Radcliff and Ms. McCormick to obtain a contract from *MHD* in the event the *RedWire* contract is unsuitable. 5-0

B. District Manager

- The Board agreed to move future meeting dates from the last Friday of every month to the last Wednesday of every month.
- The Board agreed to continue to hold the Public Hearing scheduled on July 26, 2024.

On MOTION by Mr. Thompson seconded by Ms. Pagan, with all in favor, the request to move future meeting dates from the last Friday of every month to the last Wednesday of every month with the exception of the next scheduled Public Hearing, which is on Friday, July 26, 2024, was approved. 5-0

i. Field Inspection Report

The Field Inspection Report was presented, a copy of which was included in the agenda package.

C. District Engineer

There being no report, the next order of business followed.

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

- Ms. Pagan requested pressure washing proposals for the fence panel on Pindos Drive and the south fence line. She also requested a walk-through of the amenities and Phase 1 with Mr. Radcliff, Mr. Gary Schwartz, *LMP* and a representative from *Blue Life Pools*.
- A resident addressed the Board regarding a fence line discrepancy in her yard. The Board advised the resident this issue will be addressed by *MI Homes* directly and that a representative from *MI Homes* will be reviewing the area in question within the next week.

EIGHTH ORDER OF BUSINESS**Adjournment**

There being no further business,

On MOTION by Mr. Thompson seconded by Ms. Pagan, with all in favor, the meeting was adjourned at 11:51 a.m. 5-0

Bryan Radcliff
District Manager

Tatiana Pagan
Chairperson

Hilltop Point Community Development District

Financial Statements
(Unaudited)

Period Ending
June 30, 2024

Prepared by:



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

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of June 30, 2024

(In Whole Numbers)

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2022-1	SERIES 2022-2	SERIES 2022-1	SERIES 2022-2	GENERAL	TOTAL
		DEBT SERVICE FUND	DEBT SERVICE FUND	CAPITAL PROJECT FUND	CAPITAL PROJECT FUND	LONG-TERM DEBT ACCOUNT GROUP FUND	
ASSETS							
Cash - Operating Account	\$ 10,353	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,353
Cash in Transit	-	5,240	8,441	-	-	-	13,681
Due From Developer	13,498	-	-	-	-	-	13,498
Due From Other Funds	18,857	-	-	99,525	254,465	-	372,847
Investments:							
Acquisition & Construction Account	-	-	-	4,604	30,435	-	35,039
Capitalized Interest Account	-	-	24	-	-	-	24
Interest Account	-	7	-	-	-	-	7
Prepayment Account	-	6,317	-	-	-	-	6,317
Reserve Fund	-	166,159	348,077	-	-	-	514,236
Revenue Fund	-	95,392	-	-	-	-	95,392
Amount To Be Provided	-	-	-	-	-	8,375,000	8,375,000
TOTAL ASSETS	\$ 42,708	\$ 273,115	\$ 356,542	\$ 104,129	\$ 284,900	\$ 8,375,000	\$ 9,436,394
LIABILITIES							
Accounts Payable	\$ 4,102	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,102
Accrued Expenses	590	-	-	-	-	-	590
Deferred Revenue	13,498	-	-	-	-	-	13,498
Bonds Payable - Series 2022A-1	-	-	-	-	-	5,010,000	5,010,000
Bonds Payable - Series 2022A-2	-	-	-	-	-	3,365,000	3,365,000
Due To Other Funds	-	109,941	262,906	-	-	-	372,847
TOTAL LIABILITIES	18,190	109,941	262,906	-	-	8,375,000	8,766,037

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of June 30, 2024

(In Whole Numbers)

				SERIES 2022-1	SERIES 2022-2	GENERAL	
				CAPITAL	CAPITAL	LONG-TERM	
				PROJECT	PROJECT	DEBT	
				FUND	FUND	ACCOUNT	
ACCOUNT DESCRIPTION	GENERAL	SERIES 2022-1	SERIES 2022-2			GROUP FUND	TOTAL
	FUND	DEBT SERVICE	DEBT SERVICE				
		FUND	FUND				
<u>FUND BALANCES</u>							
Restricted for:							
Debt Service	-	163,174	93,636	-	-	-	256,810
Capital Projects	-	-	-	104,129	284,900	-	389,029
Unassigned:	24,518	-	-	-	-	-	24,518
TOTAL FUND BALANCES	24,518	163,174	93,636	104,129	284,900	-	670,357
TOTAL LIABILITIES & FUND BALANCES	\$ 42,708	\$ 273,115	\$ 356,542	\$ 104,129	\$ 284,900	\$ 8,375,000	\$ 9,436,394

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2024
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Special Assmnts- Tax Collector	\$ -	\$ 13,681	\$ 13,681	0.00%
Special Assmnts- CDD Collected	390,335	35,508	(354,827)	9.10%
Developer Contribution	-	79,272	79,272	0.00%
TOTAL REVENUES	390,335	128,461	(261,874)	32.91%
<u>EXPENDITURES</u>				
<u>Administration</u>				
Supervisor Fees	7,200	4,000	3,200	55.56%
ProfServ-Dissemination Agent	1,250	2,917	(1,667)	233.36%
ProfServ-Recording Secretary	1,600	600	1,000	37.50%
District Counsel	9,500	17,366	(7,866)	182.80%
District Engineer	5,400	-	5,400	0.00%
Administrative Services	4,000	2,625	1,375	65.63%
Management & Accounting Services	4,000	-	4,000	0.00%
District Manager	22,000	14,583	7,417	66.29%
Accounting Services	9,500	5,250	4,250	55.26%
Website Compliance	1,800	1,500	300	83.33%
Postage, Phone, Faxes, Copies	500	291	209	58.20%
Rentals & Leases	500	350	150	70.00%
Public Officials Insurance	2,500	2,340	160	93.60%
Legal Advertising	2,500	382	2,118	15.28%
Bank Fees	200	71	129	35.50%
Financial & Revenue Collections	1,000	300	700	30.00%
Misc-Ad Valorem Taxes	-	4,780	(4,780)	0.00%
Website Administration	1,600	700	900	43.75%
Information Technology	500	350	150	70.00%
Miscellaneous Expenses	250	131	119	52.40%
Office Supplies	100	-	100	0.00%
Dues, Licenses, Subscriptions	175	(522)	697	-298.29%
Total Administration	76,075	58,014	18,061	76.26%
<u>Electric Utility Services</u>				
Electricity - Utility Ops	1,500	872	628	58.13%
Electricity - Streetlights	42,257	24,656	17,601	58.35%
Total Electric Utility Services	43,757	25,528	18,229	58.34%
<u>Stormwater Control</u>				
R&M-Boundary Walls/Fences/Monuments	5,000	1,181	3,819	23.62%
Aquatic Maintenance	15,000	-	15,000	0.00%
Aquatic Plant Replacement	7,500	-	7,500	0.00%

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2024
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
Total Stormwater Control	<u>27,500</u>	<u>1,181</u>	<u>26,319</u>	<u>4.29%</u>
<u>Other Physical Environment</u>				
Insurance - General Liability	3,200	2,860	340	89.38%
Insurance -Property & Casualty	12,500	-	12,500	0.00%
Landscape - Annuals	7,500	-	7,500	0.00%
Landscape - Mulch	7,500	-	7,500	0.00%
Landscape Maintenance	150,000	29,319	120,681	19.55%
Plant Replacement Program	5,000	-	5,000	0.00%
Irrigation Maintenance	6,000	-	6,000	0.00%
Entry & Walls Maintenance	1,500	-	1,500	0.00%
Miscellaneous Services	15,000	-	15,000	0.00%
Total Other Physical Environment	<u>208,200</u>	<u>32,179</u>	<u>176,021</u>	<u>15.46%</u>
<u>Parks and Recreations</u>				
Field Services	4,500	-	4,500	0.00%
Dog Waste Station Service & Supplies	1,500	-	1,500	0.00%
Total Parks and Recreations	<u>6,000</u>	<u>-</u>	<u>6,000</u>	<u>0.00%</u>
<u>Contingency</u>				
Misc-Contingency	28,803	-	28,803	0.00%
Total Contingency	<u>28,803</u>	<u>-</u>	<u>28,803</u>	<u>0.00%</u>
TOTAL EXPENDITURES	390,335	116,902	273,433	29.95%
Excess (deficiency) of revenues				
Over (under) expenditures	<u>-</u>	<u>11,559</u>	<u>11,559</u>	<u>0.00%</u>
FUND BALANCE, BEGINNING (OCT 1, 2023)		12,959		
FUND BALANCE, ENDING		\$ 24,518		

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2024
Series 2022-1 Debt Service Fund (201)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 11,463	\$ 11,463	0.00%
Special Assmnts- Tax Collector	331,868	209,570	(122,298)	63.15%
Special Assmnts- CDD Collected	-	133,943	133,943	0.00%
TOTAL REVENUES	331,868	354,976	23,108	106.96%
<u>EXPENDITURES</u>				
<u>Debt Service</u>				
Principal Debt Retirement	75,000	130,000	(55,000)	173.33%
Interest Expense	256,868	258,593	(1,725)	100.67%
Total Debt Service	331,868	388,593	(56,725)	117.09%
TOTAL EXPENDITURES	331,868	388,593	(56,725)	117.09%
Excess (deficiency) of revenues				
Over (under) expenditures	-	(33,617)	(33,617)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		196,791		
FUND BALANCE, ENDING		\$ 163,174		

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2024
Series 2022-2 Debt Service Fund (202)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 9,260	\$ 9,260	0.00%
Special Assmnts- Tax Collector	227,161	244,093	16,932	107.45%
Special Assmnts- CDD Collected	-	116,100	116,100	0.00%
TOTAL REVENUES	227,161	369,453	142,292	162.64%
<u>EXPENDITURES</u>				
<u>Debt Service</u>				
Principal Debt Retirement	45,000	-	45,000	0.00%
Interest Expense	182,161	228,230	(46,069)	125.29%
Total Debt Service	227,161	228,230	(1,069)	100.47%
TOTAL EXPENDITURES	227,161	228,230	(1,069)	100.47%
Excess (deficiency) of revenues				
Over (under) expenditures	-	141,223	141,223	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		(47,587)		
FUND BALANCE, ENDING		\$ 93,636		

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2024
Series 2022-1 Capital Project Fund (301)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 178	\$ 178	0.00%
TOTAL REVENUES	-	178	178	0.00%
<u>EXPENDITURES</u>				
TOTAL EXPENDITURES	-	-	-	0.00%
Excess (deficiency) of revenues				
Over (under) expenditures	-	178	178	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		103,951		
FUND BALANCE, ENDING		<u>\$ 104,129</u>		

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2024
Series 2022-2 Capital Project Fund (302)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 26,841	\$ 26,841	0.00%
TOTAL REVENUES	-	26,841	26,841	0.00%
<u>EXPENDITURES</u>				
<u>Construction In Progress</u>				
Construction in Progress	-	1,379,019	(1,379,019)	0.00%
Total Construction In Progress	-	1,379,019	(1,379,019)	0.00%
TOTAL EXPENDITURES	-	1,379,019	(1,379,019)	0.00%
Excess (deficiency) of revenues				
Over (under) expenditures	-	(1,352,178)	(1,352,178)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		1,637,078		
FUND BALANCE, ENDING		\$ 284,900		

Bank Account Statement

Hilltop Point CDD

Bank Account No. 4088
Statement No. 06-24
Statement Date 06/30/24

GL Balance (LCY)	10,303.41	Statement Balance	10,353.41
GL Balance	10,303.41	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	10,353.41
Subtotal	10,303.41	Outstanding Checks	0.00
Negative Adjustments	0.00		
		Ending Balance	10,353.41
Ending G/L Balance	10,303.41		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Adjustments						
06/06/2024	0	DD406	Payment of Invoice 000482	-72.61		
06/06/2024	0	DD407	Payment of Invoice 000483	-54.47		
06/06/2024	0	DD408	Payment of Invoice 000484	-2,365.26		
06/06/2024	0	DD409	Payment of Invoice 000485	-1,867.51		
06/24/2024	0	BD00009	Deposit No. BD00009	1,247.00		
06/28/2024	0	BD00010	Deposit No. BD00010	1,326.90		
Total Adjustments				-1,785.95		

HILLTOP POINT INSPECTION REPORT. 7/10/24, 3:34 PM

Hilltop Point. CDD.

Wednesday, July 10, 2024

Prepared For Board of supervisors.

39 Issue Identified

Gary Schwartz





McDonald.

Assigned To LMP.

The back of the fence needs to be maintained on a consistent schedule of service as to not have any major weed growth.



Pindos Drive.

Assigned To LMP.

Remove and spray the fence-line weeds.



Pindos Drive.

Assigned To LMP.

Heading East on the street looks good overall.



Pindos Drive.

Assigned To District manager.

The pole is knocked down.

**Pindos Drive.**

Assigned To District manager.

The fence is scheduled to be pressure cleaned.

**Pindos Drive.**

Assigned To District manager.

The mailboxes are clean and look good.

**Barrel Drive.**

Assigned To LMP.

The South fence-line line over growth must be maintained on a consistent schedule as to not have any plant or tree material on the top of the fence.

**Barrel Drive.**

Assigned To LMP.

The crew is not spraying the fence-line weeds.



Barrel Drive.

Assigned To LMP.

The leaning Pine tree needs to be straightened.



Barrel Drive.

Assigned To LMP.

Send an estimate to remove and replace the dead hardwood tree.

**Barrel Drive.**

Assigned To LMP.

The weeds in this area need to be treated on a consistent schedule of service.

**Barrel Drive.**

Assigned To LMP.

Remove the fallen tree branches.



Hilltop Farms Drive pond.

Assigned To District manager.

Looks good.



Hilltop Farms Drive pond.

Assigned To District manager.

Looks good.



Gannon Place.

Assigned To District manager.

The amenity center is clean and looks good. All bathrooms are clean and fully functional. LMP was just assigned to maintain the grounds maintenance services at the amenity center.



Gannon Place.

Assigned To LMP.

The turf fertility conditions are good.



Gannon Place.

Assigned To District manager.

The sidewalks need to be pressure cleaned.



Gannon Place.

Assigned To District manager.

The mailboxes are clean and look good.



Gannon Place.

Assigned To District manager.

The playground build is in progress.



Gannon Place.

Assigned To District manager.

The pavers are clean and look good.



Gannon Place.

Assigned To Blue Life.

The pool vendor was just assigned to maintain the amenity center pool.



Gannon Place.

Assigned To LMP.

The pavers need to be kept weed free at all times.



Hilltop Farms Drive.

Assigned To LMP.

LMP was recently assigned to maintain the community entrance.



Hilltop Farms Drive.

Assigned To LMP.

Trim the viburnum to a uniform level.



Clinton Avenue.

Assigned To LMP.

The turf fertility conditions heading East look good.



Clinton Avenue.

Assigned To LMP.

Treat and scuff the weeds.



Clinton Avenue.

Assigned To LMP.

The turf fertility conditions heading West are good.



Palomino Drive.

Assigned To LMP.

The utility station is well maintained.



Palomino Drive pond.

Assigned To LMP.

The pond looks good.



Hilltop Farms Drive pond.

Assigned To LMP.

The pond looks good overall.

**Stirrup Drive.**

Assigned To LMP.

Trim the overgrowth.

**Stirrup Drive.**

Assigned To LMP.

Treat and scuff the weeds on the fence line on a consistently scheduled basis.



Hilltop Farms Drive.

Assigned To LMP.

The utility station is well maintained.



Hilltop Farms Drive pond.

Assigned To LMP.

The pond looks good.



Hilltop Farms Drive pond.

Assigned To LMP.

Trim the pond overgrowth.



North fence-line.

Assigned To LMP.

Remove the fallen tree branches.



North fence-line.

Assigned To LMP.

Remove the fallen tree branch.



North fence-line.

Assigned To LMP.

Raise the trees to the 8 ' contracted level..



NE fence-line.

Assigned To LMP.

Remove the weed.