

**HILLTOP POINT
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
REGULAR MEETING
SEPTEMBER 23, 2022**

HILLTOP POINT
COMMUNITY DEVELOPMENT DISTRICT AGENDA
FRIDAY, SEPTEMBER 23, 2022 AT 10:15 a.m.
SPRINGHILL SUITES BY MARRIOTT TAMPA SUNCOAST PARKWAY
LOCATED AT 16615 CROSSPOINTE RUN, LAND O' LAKES, FL 34638

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

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

The District Agenda is comprised of four different sections:

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

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

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

September 23, 2022
Board of Supervisors
Hilltop Point Community Development District

Dear Board Members:

The Regular Meeting of the Hilltop Point Community Development District will be held on **September 23, 2022 at 10:15 a.m. at the SpringHill Suites by Marriott Tampa Suncoast Parkway located at 16615 Crosspointe Run, Land O'Lakes, FL 34638**. Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

Call In Number: 1-866-906-9330

Access Code: 4863181

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE QUESTIONS AND COMMENTS ON AGENDA ITEMS**
- 3. VENDOR AND STAFF REPORTS**
 - A. District Counsel
 - B. District Manager
 - C. District Engineer
- 4. BUSINESS ITEMS**
 - A. Consideration of Bid for Amenity Center Construction – Windward Homes.....Tab 01
 - B. Consideration of Landscape Clean Up Proposal.....Tab 02
 - C. Consideration of an Agreement for Landscape Maintenance Services.....Tab 03
 - D. Consideration of an Agreement for District Engineering Services.....*Under Separate Cover*
 - E. General Matters of the District
- 5. CONSENT AGENDA ITEM**
 - A. Consideration of Board of Supervisors Public Hearing & Meeting
Minutes August 26, 2022.....Tab 04
 - B. Consideration of Operations and Maintenance Expenditures August 2022.....Tab 05
 - C. Review of Financial Statements for Month Ending August 30, 2022.....Tab 06
- 6. BOARD MEMBERS COMMENTS**
- 7. PUBLIC COMMENTS**
- 8. ADJOURNMENT**

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

Sincerely,





PROPOSAL FOR

HILLTOP AMENITY & HARDSCAPE



PREPARED FOR

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

C/O INFRAMARK

2005 PAN AM CIRCLE, SUITE 300

TAMPA, FL 33607

SEPTEMBER 14, 2022

TABLE OF CONTENTS

1. CONTRACTOR QUALIFICATIONS

- Exhibit 'B' References
- State of Florida Contractor License
- Pinellas County Construction Licensing Board
- LEED Accredited Professional- Trevor Sas

2. CONTRACTOR INFORMATION

- Exhibit 'C' Application and Contractor Information
- Corporate Officers
- Corporate Stockholders
- Supervisory Personnel
- Status of Contracts on Hand
- Projects Applicant Company Completed in Last Three Years
- Affidavit for Corporation

3. CONTRACTOR PROPOSAL

- Project Proposal
- Project Schedule
- Schedule of Values
- Bid Bond



650 SECOND AVENUE SOUTH
ST. PETERSBURG, FL 33701

TEL/FAX – (727) 314-8220

WEB- WWW.WINDWARDBUILDING.COM

September 14, 2022

Mr. Brian Lamb
Hilltop Point Community Development District
c/o Inframark
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

RE: Hilltop Amenity & Hardscape - Letter of Interest

Dear Brian,

Windward Building Group is pleased to submit our proposal and qualifications for construction services for the Hilltop Amenity & Hardscape project.

Windward Building Group specializes in amenity center and hardscape construction having successfully completed many projects for prestigious clients. Our proven qualifications will ensure a positive outcome for this very important project.

If we are awarded this project, I will be actively involved in this project on a daily basis from design through completion.

Thank you for the opportunity and we look forward to providing the construction services for the Hilltop Amenity & Hardscape project.

Sincerely,
Windward Building Group



Trevor K. Sas, President

EXHIBIT 'B'
References

Below, or on an attached sheet, list references per the RFP requirements for providing commercial construction projects. Provide the information listed of organizations, governmental or private, for whom you now are, or have provided services **within the past five (5) years**.

REFERENCE #1

Name of Client: Lennar Homes

Address: 4600 West Cypress Street, #200, Tampa, FL 33607

Phone: (813) 574-5658 Fax: ()

Contact Person: Parker Hirons Title: VP of Land

Description of services:
Construction of Amenity Buildings & Hardscapes for new communities.

REFERENCE #2

Name of Client: Neal Communities

Address: 5800 Lakewood Ranch Blvd. N

Phone: (813) 328-1078 Fax: ()

Contact Person: Mark Evans Title: VP of Land

Description of services:
Construction of Amenity Buildings & Hardscapes for new communities.

REFERENCE #3

Name of Client: Mattamy Homes

Address: 4107 Crescent Park Drive

Phone: (813) 381-3838 Fax: ()

Contact Person: Tom Griggs Title: VP of Land

Description of services:
Construction of Amenity Buildings & Hardscapes for new communities.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SAS, TREVOR KYLE

WINDWARD BUILDING GROUP, INC.

650 2ND AVENUE SOUTH

ST. PETERSBURG FL 33701

LICENSE NUMBER: CBC1251637

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

I-CBC1251637

*Sas, Trevor Kyle
650 2nd Avenue South
St Petersburg, FL 33701*



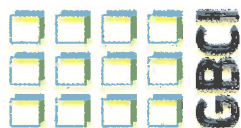
**PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD**

**THIS CERTIFIES THAT Trevor Kyle Sas
DBA Woodward Building Group Inc**

**STATE CERT # I-CBC1251637
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD.**

**IN GOOD STANDING UNTIL September 30, 2023
DATE OF ISSUANCE 07/13/2022**

*** Please cut out license along lines**



GREEN BUILDING CERTIFICATION INSTITUTE

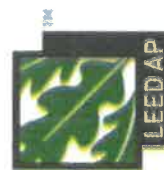
HEREBY CERTIFIES THAT

Trevor Sas

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE
REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY
AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.



Chairman

November 7, 2008

Date Issued

S. Richard Pedraza, President and CEO

EXHIBIT 'C'
Application and Contractor Information

DATE SUBMITTED September 9, 2022.

1. Applicant Windward Building Group, Inc. / / A Partnership
[Company Name] /X/ A Corporation
/ / A Subsidiary Corporation
2. Parent Company Name N/A
3. Parent Company Address:
Street Address N/A
City _____ State _____ Zip Code _____
Telephone _____
1st Contact Name _____ Title _____
2nd Contact Name _____ Title _____
4. Applicant Company Address (if different): Not Applicable
Street Address 650 2nd Ave. S.
City St. Petersburg State Florida Zip Code 33701
Telephone (727) 314-8220
1st Contact Name Trevor Sas Title President
2nd Contact Name Jennifer Sas Title Vice President
1st Contact E-Mail tsas@windwardbuilding.com 2nd Contact E-Mail jsas@windwardbuilding.com
5. List the location of the applicant's office which would handle DISTRICT work.
Street Address 650 2nd Ave. S.
City St. Petersburg State Florida Zip Code 33701
Telephone (727) 314-8220
1st Contract Name Trevor Sas Title President
1st Contact E-Mail tsas@windwardbuilding.com

6. Is the applicant Company incorporated in the State of Florida? yes (x) no ()

6.1 If yes, provide the following:

- o Is the Company in good standing with the Florida Secretary of State Division of Corporations? yes (x) no ()

If no, please explain N/A

- o Date Incorporated 10/23/2015 Charter No.

6.2 If no, provide the following:

- o The State applicant company is incorporated in?

- o Is the company in good standing with the State? yes () no ()

In no, please explain

- o Date Incorporated Charter No.

- o Is the applicant authorized to do business in the State of Florida? yes (x) no ()

7. Is the applicant a registered or licensed contractor with the State of Florida? yes (x) no ()

If yes, provide the following:

- o Type of registration (i.e. certified general contractor, etc.) Certified Building Contractor

- o License No. CBC1251637 Expiration Date August 31, 2024

- o Qualifying Individual Trevor Kyle Sas Title President

- o List company(s) currently qualified under this license Windward Building Group, Inc.

7.1 Is the applicant a registered or licensed Contractor with City of Dade City? yes (x) no ()

7.2 Has the applicant Company performed work for a CDD previously? yes (x) no ()

Hilltop Point CDD – Amenity RFP

8. Name of Applicant's Bonding Company United States Fire Insurance Company
- Address 305 Madison Avenue, Morristown, NJ 07962
- Approved Bonding Capacities: Aggregate Limit \$ 12 Million
- Single Project Limit \$ 5 Million
- Total Current Contracts Bonded \$ 0.00
- Name of Applicant's Bonding Agency Sterling Seacrest Pritchard
- Address 2500 Cumberland Pkwy, Suite 400, Atlanta, GA 30339
- Contact Name Brian Perry Phone (678) 424-6500
9. List the Applicant's total annual dollar value of work completed for each of the last five (5) years starting with the latest year and ending with the most current year
- (01) 2021: \$19,352,612
- (02) 2020: \$18,080,328
- (03) 2019: \$19,971,146
- (04) 2018: \$23,243,281
- (05) 2017: \$15,210,011
10. What are the applicant company's current insurance limits? (provide a copy of applicant's certificate of insurance)
- General Liability \$ 6 Million (Including Umbrella Coverage)
- Automobile Liability \$ 1 Million
- Workers Compensation \$ 1 Million
- Expiration Date 1/1/2023
11. Has the applicant company been cited by OSHA for any job site or company office/shop safety violations in the past two years? yes () no (x)
- If yes, please describe each violation, fine, and resolution N/A
- What is the applicant's current worker compensation rating? _____
- Has the applicant company experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two years? yes (x) no ()
- If yes, please describe each incident Superintended slipped and fell in a ditch from walking on wet pipe.
- Returned to work after surgery.
12. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state or federal-aid contracts in any state(s)? Yes _____ No x
- If so, state the name(s) of the company(ies) _____
- the state(s) where barred or suspended _____

13. Have you ever failed to complete any work awarded to you? Yes _____ No x
If so, where and why? _____

14. Has any officer or partner of your organization ever been an officer, partner, or owner of some other organization that has failed to complete a GC contract? Yes _____ No x If so, state name of individual, other organization and reason therefor. _____

15. List any and all litigation to which your organization has been a party in the last five (5) years.
R.S. Construction of Southwest Florida, LLC d/b/a Ray Smith Excavating vs. Windward Building Group, Inc.
Filed on 8/1/18 and dismissed on 10/4/18 - Dismissed Pursuant to Settlement - Before Hearing.

16. Has your organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? No If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. N/A

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CORPORATE OFFICERS

Company Name Windward Building Group, Inc.

Provide the following information for Officers of the applicant company and parent company, if any.

NAME FOR APPLICANT COMPANY	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Trevor Sas	President	Project Supervision, Estimating	Florida
Jennifer Sas	Vice President	Office Management, Human Resources Accounts Payable, Accounts Receivable	Florida
FOR PARENT COMPANY (if applicable)			

EXHIBIT D

STATUS OF CONTRACTS ON HAND-CONTRACTS EXCEEDING \$1M				
Project Name, Location	Current Contract Amount as Prime	Current Amount Sublet to Others	Uncompleted Amount	
			As Prime Contractor	As Subcontractor
Abbott Square Amenity & Hardscape, Zephyrhills	\$ 4,465,304		\$ 3,929,468	
Angeline Amenity, Land O Lakes	\$ 7,410,000		\$ 7,410,000	
Antigua Amenity & Hardscape, Bradenton	\$ 1,952,180		\$ 780,872	
Boca Royale Golf & Country Club, Englewood	\$ 1,397,400		\$ 1,369,452	
Bryant Square Ph 4 Amenity & Hardscape, Port Richey	\$ 1,096,750		\$ 932,238	
Forest Brooke Ph 2 Amenity, Wimauma	\$ 1,495,900		\$ 942,417	
Grand Park Amenity & Hardscape, Sarasota	\$ 5,283,564		\$ 634,028	
Mangrove Manor & Pointe Amenity, Ruskin	\$ 1,989,318		\$ 1,253,270	
Solstice Amenity & Hardscape, North Port	\$ 2,871,700		\$ 2,326,077	
Sunstone Amenity & Hardscape, North Port	\$ 5,860,415		\$ 5,508,790	
Sweetwater Amenity & Hardscape, Bradenton	\$ 4,985,483		\$ 3,589,548	
Windwater Amenity & Hardscape, Parrish	\$ 2,330,306		\$ 2,213,791	
Wysteria Amenity & Hardsape, North Port	\$ 1,116,704		\$ 335,011	

Hilltop Point CDD – Amenity RFP

PROJECTS APPLICANT COMPANY COMPLETED IN LAST THREE YEARS

Company Name Windward Building Group, Inc.

Project Name/Location	Final Contract Amount	Prime or Sub ¹	Classification of Work Performed	Year Started/Completed	Owner Name/Location ²	Name & Phone Number of Owner's Representative on this Project ³
See Exhibit E attached.						

¹ Prime or Sub' should indicate whether applicant performed the work as a prime contractor or as a subcontractor.

² 'Owner Name/Location' should indicate the Owner of the project if the applicant performed the work as a prime contractor or the general contractor if the applicant performed the work as a subcontractor.

³ 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with applicant's contract performance.

EXHIBIT E

PROJECTS COMPLETED IN THE LAST 3 YEARS-CONTRACTS IN EXCESS OF \$1M					
Project Name/Location	Final Contract Amount	Prime or Sub	Classification of Work Performed	Year Started/Completed	Owner Name
Aria Amenitty & Hardscape, Venice	\$ 2,833,125	Prime	Amenitty & Hardscape	2019/2020	Neal Communities
Avea Pointe Amenitty & Hardscape, Lutz	\$ 1,096,658	Prime	Amenitty & Hardscape	2019/2020	Neal Communities
Bayside Terrace Amenitty & Hardscape, Oldsmar	\$ 1,499,220	Prime	Amenitty & Hardscape	2019/2020	Mattamy Homes
Birchwood Amenitty & Hardscape, Lutz	\$ 1,600,492	Prime	Amenitty & Hardscape	2019/2020	Pulte Homes
Boca Royale Unit 13 Amenitty, Englewood	\$ 1,025,876	Prime	Amenitty	2020/2020	Neal Communities
Boyette Park Amenitty & Hardscape, Riverview	\$ 1,933,393	Prime	Amenitty & Hardscape	2020/2020	Mattamy Homes
Bryant Square Ph 2 Amenitty & Hardscape, Port Richey	\$ 1,255,402	Prime	Amenitty & Hardscape	2021/2021	Lennar Homes
Canoe Creek Amenitty & Hardscape, Parrish	\$ 2,929,152	Prime	Amenitty & Hardscape	2019/2020	Neal Communities
Carlton Lakes Amenitty Hardscape, Riverview	\$ 2,762,468	Prime	Amenitty & Hardscape	2019/2020	Eisenhower Properties
Connerton Amenitty Improvements, Land O Lakes	\$ 1,035,851	Prime	Amenitty	2021/2022	Lennar Homes
Cresswind Amenitty, Bradenton	\$ 5,427,793	Prime	Amenitty	2021/2022	Kolter Homes
Forest Brooke Ph 1 Amenitty, Wimauma	\$ 4,439,684	Prime	Amenitty	2020/2021	Lennar Homes
Grand Palm Amenitty, Hardscape, & Club Reno, Venice	\$ 3,705,673	Prime	Amenitty & Hardscape	2019/2022	Neal Communities
Long Lake Ranch Amenitty & Hardscape, Land O Lakes	\$ 2,562,712	Prime	Amenitty & Hardscape	2021/2022	Mattamy Homes
Miller Creek Amenitty & Hardscape, Ruskin	\$ 3,119,745	Prime	Amenitty & Hardscape	2020/2021	Lennar Homes
Mirada Amenitty, San Antonio *	\$ 6,196,135	Prime	Amenitty	2020/2021	Lennar Homes
North River Ranch Amenitty & Hardscape, Parrish	\$ 1,033,079	Prime	Amenitty & Hardscape	2021/2022	Neal Land
Parkway Amenitty, Riverview	\$ 2,350,693	Prime	Amenitty	2021/2022	Parkway CDD
Renaissance Amenitty & Hardscape, North Port	\$ 3,353,957	Prime	Amenitty & Hardscape	2019/2020	Mattamy Homes
Savanna Amenitty, Bradenton	\$ 1,003,876	Prime	Amenitty	2019/2020	Meritage Homes
South Fork Amenitty & Hardscape, Riverview	\$ 1,573,608	Prime	Amenitty & Hardscape	2019/2020	Eisenhower Properties
South Shore Amenitty, Ruskin	\$ 2,628,352	Prime	Amenitty	2020/2021	Lennar Homes
Starkey Ranch Cunningham & Homestead Park Amenitty, Odessa	\$ 2,195,356	Prime	Amenitty	2019/2020	WSTR
Sunrise Amenitty & Hardscape, Sarasota	\$ 4,036,536	Prime	Amenitty & Hardscape	2019/2020	Mattamy Homes
Tower Dairy Amenitty & Hardscape, Tampa	\$ 2,220,091	Prime	Amenitty & Hardscape	2020/2021	Lennar Homes
Venice Woodlands Amenitty & Hardscape, Venice	\$ 1,495,085	Prime	Amenitty & Hardscape	2020/2021	Meritage Homes
Vicenza Amenitty & Hardscape, Venice	\$ 2,540,579	Prime	Amenitty & Hardscape	2020/2021	Neal Communities
Wesbridge Amenitty & Hardscape, Wesley Chapel	\$ 1,520,514	Prime	Amenitty & Hardscape	2019/2020	Pulte Homes
Windward Amenitty & Hardscape, Sarasota	\$ 2,330,306	Prime	Amenitty & Hardscape	2021/2022	Neal Communities
	\$ 71,705,411				



650 SECOND AVENUE SOUTH
ST. PETERSBURG, FL 33701

TEL/FAX – (727) 314-8220

WEB- WWW.WINDWARDBUILDING.COM

September 14, 2022

Mr. Brian Lamb
Hilltop Point Community Development District
c/o Inframark
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

RE: Hilltop Amenity Proposal

Dear Brian,

Thank you for the opportunity to provide you with a proposal for the Amenity at the above mentioned location. We propose to do this work for the Sum of Eight Hundred Seventy Five Thousand Nine Hundred and No/100 Dollars (\$875,900.00).

Scope of Work

Amenity Site Work

1. Fine Grading

Amenity Items

1. Cabana: (3,156 SF) Under Roof
2. Pool Shower: Sidnaw Freestanding Stainless Steel Unit
3. Swimming Pool: 2,487 SF, ADA Pool Lift
4. Brick Pavers: (8,585 SF), 4" crushed concrete, 1" sand leveling bed
5. Fencing & Gates: (725 LF) 5' high black aluminum fencing, (4) 4'-0" wide aluminum walk gates
6. Access Controls: (2) Pool Gates, (500) Key Fobs

Inclusions

1. Payment & Performance Bond
2. Builders Risk Insurance
3. Jobsite Trailer
4. Storage Container
5. Supervision
6. Daily Clean Up
7. Dumpsters
8. Temporary Toilet
9. Final Clean Up
10. Electrical Service Lateral figured based off location on the plans for Transformer/Hand Hole
11. Water & Sewer Stub Up 5' from building
12. Windows figured as PGT Aluminum Impact Resistant Windows or equal
13. Textured drywall finish figured
14. Smooth finish stucco on walls where called for
15. Exterior porch ceilings figured as stucco
16. Insulation figured as R4.1 foil on restroom walls and R19 batts on restroom ceiling
17. Brick Pavers figured as Tremron Old Towne White Based Pavers with 4x8 Border in White Based Pavers
18. Toilet Partitions figured as Solid Phenolic
19. Light Fixture Specifications: (2) Wrap Around Fixtures – Metalux (4NLW4040C, 38W, 120V 1P 2W), (15) Recessed Cans – HALO (H995ICAT, 1W, 120V 1O 2W), (2) Emergency Light with Battery Back Up – Lithonia (EML2, 1W, 120V 1P 2W), (2) Emergency/Exit Combo – The Exit Light Co, Compact LED Exit Light Combo (COMBOJR2-R), (6) Outdoor Sconces – Kichler Linford 22.25" 3 Light Wall Light Olde Bronze, & (6) Veranda Ceiling Fans – Kichler 52" Basics Pro Designer LED fan Natural Bronze.
20. (1) Mobilization figured for all work listed above

Proposal (Continued): Hilltop Amenity
September 14, 2022

Exclusions

1. Plan Review, Impact Fees, and Permit Fees
2. Clearing, Fill, or Grading prior to installing the scope of work listed above
3. Staking (location and grade reference)
4. Compaction Testing & Material Testing
5. Road Sleeves to be installed and located
6. Erosion control & maintenance
7. Landscaping & Sod
8. Irrigation
9. Backflow Devices
10. Dewatering
11. Parking Lot, Site Utilities, Mass Grading
12. Subdrainage
13. WiFi
14. Audio System
15. Surveillance
16. Pool Heaters
17. Dumpster Enclosure
18. Gravel at Pool Equipment Area
19. Televisions
20. Window Treatments
21. Brick Paver Sealer
22. Sidewalks
23. Playground
24. Site Fixtures
25. Pool Furniture
26. Trench Drains
27. Roof Leaders
28. Site Lighting
29. Parking Lot Lighting
30. Mail Kiosk
31. Mailboxes
32. Panic hardware on pool walk gates
33. Interior Trim

Bid Documents

Our proposal is based off of "Hilltop Point Amenity" drawings prepared by Sharp Design Studio

<u>Sheet</u>	<u>Drawings</u>	<u>Date</u>
CS	Cover	06-06-22
SP	Site Plan	06-06-22
1.0	Life Safety Plan	06-06-22
2.0	Foundation Plan	06-06-22
2.1	Floor Plan. Roof Plan.	06-06-22
2.2	Reflected Ceiling Plan	06-06-22
2.3	Enlarged Women's Restroom	06-06-22
2.4	Enlarged Men's Restroom	06-06-22
3.0	Exterior Elevations	06-06-22
3.1	Exterior Elevations	06-06-22
4.0	Sections	06-06-22
TRS1	Roof Truss	06-06-22
M-1	HVAC Plans	06-10-22
E1.0	Electrical Site Plan	06-06-22
E2.0	Lighting and Power Plan	06-06-22
E3.0	Riser and Details Plan	06-06-22
E4.0	Specifications Plan	06-06-22
P-1	Sanitary & Vent Plans	06-10-22

Proposal (Continued): Hilltop Amenity
September 14, 2022

P-2	Plumbing Piping Plans	06-10-22
S-0	Structural Notes & Details	06-06-22
D-2	Typical Details	06-06-22
D-4	Typical Details	06-06-22
WP	Water Intrusion Details	06-06-22
S-0	Structural Notes & Details	10-27-21
D-2	Typical Details	10-27-21
D-4	Typical Details	10-27-21
WP	Water Intrusion Details	10-27-21

Our proposal is based off "Hilltop Amenity Pool" drawings prepared by GB Collins Engineering

<u>Sheet</u>	<u>Drawings</u>	<u>Date</u>
SP-1	Cover Sheet	06-07-22
SP-2	Notes & Specifications	06-07-22
SP-3	Amenity Site Plan	06-07-22
SP-4	Pool Plumbing Plan	06-07-22
SP-5	Pool Layout Plan	06-07-22
SP-6	Pool Details	06-07-22
SP-7	Pool Profile & Sections	06-07-22
SP-8	Pool Equipment Pack #1 Details	06-07-22
SP-8	Pool Bonding Plan	06-07-22

Windward Building Group looks forward to working with you on this project. Should you have any questions, please do not hesitate to contact me.

Sincerely,
Windward Building Group

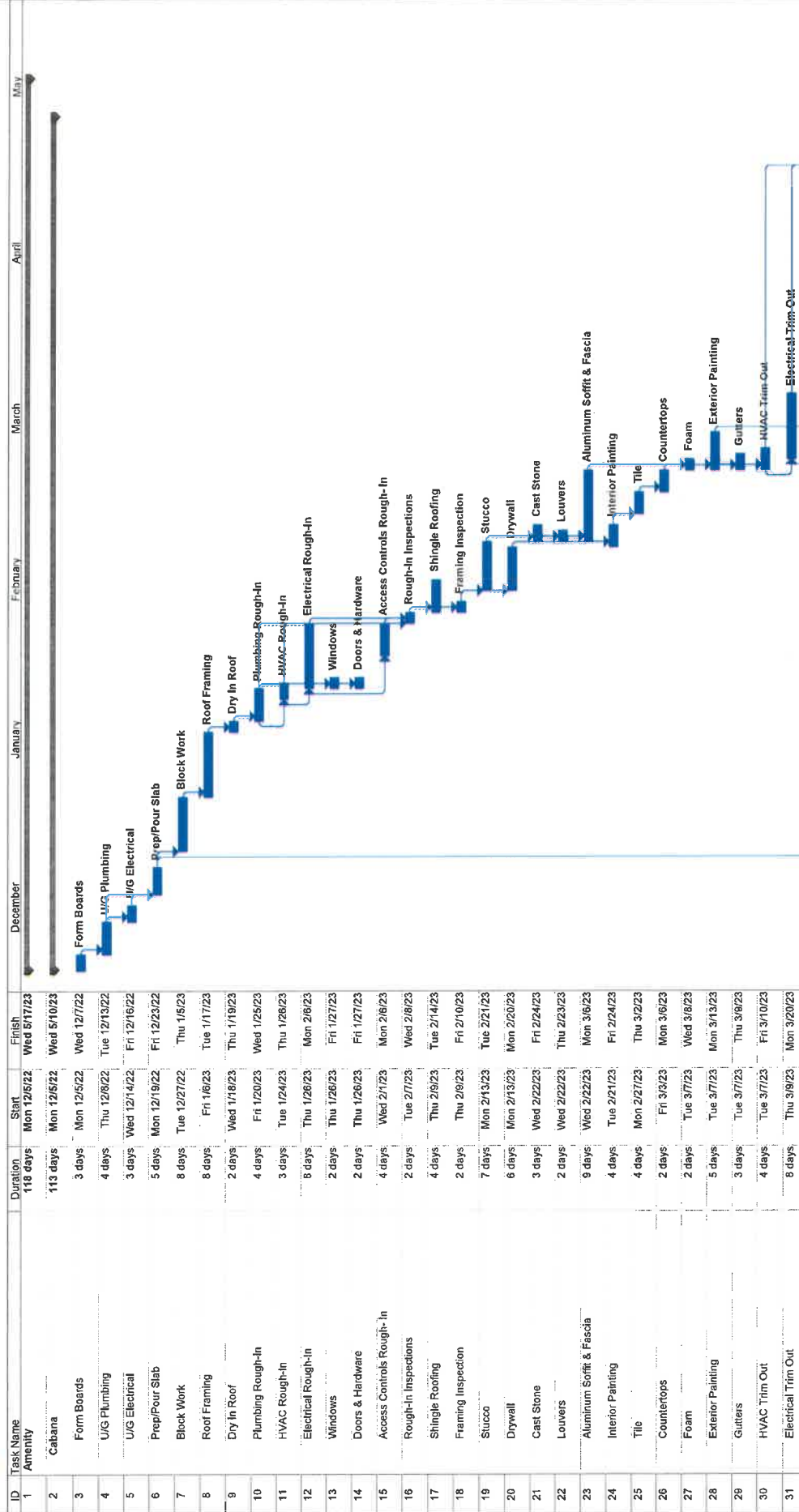


Trevor K. Sas, President



Hilltop Amenity Dade City, Florida

Start: Mon 12/5/22
Finish: Wed 5/17/23





Hilltop Amenity Dade City, Florida

Start: Mon 12/5/22
Finish: Wed 5/17/23

ID	Task Name	Duration	Start	Finish	Month
32	Plumbing Trim Out	4 days	Mon 3/13/23	Thu 3/16/23	March
33	Access Controls Trim Out	4 days	Wed 3/15/23	Mon 3/20/23	March
34	Toilet Accessories & Partitions	3 days	Fri 3/17/23	Tue 3/21/23	March
35	Electric Meter Set	7 days	Mon 3/20/23	Tue 3/28/23	March
36	Stone	5 days	Tue 3/28/23	Mon 4/3/23	March
37	Final Inspections	5 days	Tue 5/2/23	Mon 5/8/23	May
38	Final Cleaning	2 days	Tue 5/9/23	Wed 5/10/23	May
39	Amenity Items	92 days	Mon 12/28/22	Tue 5/2/23	December
40	Pool Shell	10 days	Mon 12/28/22	Fri 1/6/23	December
41	Pool Plumbing	7 days	Mon 1/9/23	Tue 1/17/23	January
42	Pool Coping & Tile	7 days	Wed 1/18/23	Thu 1/25/23	January
43	Pool Electrical	5 days	Fri 1/27/23	Thu 2/2/23	January
44	Pool Shower U/G Plumbing	2 days	Fri 2/3/23	Mon 2/6/23	February
45	Access Controls U/G	3 days	Tue 2/7/23	Thu 2/9/23	February
46	Subdrainage	5 days	Fri 2/10/23	Thu 2/16/23	February
47	Fine Grading for Pavers	2 days	Fri 2/17/23	Mon 2/20/23	February
48	Sidewalks (by Others)	3 days	Tue 2/21/23	Thu 2/23/23	February
49	Playground (by Others)	10 days	Fri 2/24/23	Thu 3/8/23	February
50	Brick Paver Pool Deck	10 days	Tue 3/14/23	Mon 3/27/23	March
51	Pool Shower Trim Out	2 days	Tue 3/28/23	Wed 3/29/23	March
52	Pool Fencing	4 days	Tue 3/28/23	Fri 3/31/23	March
53	Irrigation (by Others)	10 days	Tue 3/28/23	Mon 4/10/23	March
54	Access Controls Trim Out	4 days	Mon 4/3/23	Thu 4/6/23	April
55	Landscaping (by Others)	15 days	Tue 4/11/23	Mon 5/1/23	April
56	Site Features (by Others)	2 days	Tue 4/11/23	Wed 4/12/23	April
57	Pool Finish	6 days	Thu 4/20/23	Thu 4/27/23	April
58	Pool Furniture	3 days	Fri 4/28/23	Tue 5/2/23	May
59	Project Closeout	14 days	Fri 4/28/23	Wed 5/17/23	May
60	DOH Pool Inspection	10 days	Fri 4/28/23	Thu 5/11/23	May
61	Certificate of Occupancy	5 days	Thu 5/11/23	Wed 5/17/23	May

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

PURCHASE ORDER NO: N/A

Hilltop Amenity

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE 10%
1	General Conditions	\$61,951.00	\$0.00	\$0.00	\$0.00	\$0.00	\$61,951.00	\$0.00
2	Insurance	\$10,163.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,163.00	\$0.00
3	Payment & Performance Bond	\$17,175.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,175.00	\$0.00
4	Amenity Items							
5	Grading	\$5,244.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,244.00	\$0.00
6	Pool Shower	\$854.00	\$0.00	\$0.00	\$0.00	\$0.00	\$854.00	\$0.00
7	Swimming Pool	\$319,998.00	\$0.00	\$0.00	\$0.00	\$0.00	\$319,998.00	\$0.00
8	Pavers Fine Grading	\$2,622.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,622.00	\$0.00
9	Brick Pavers	\$70,464.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,464.00	\$0.00
10	Fencing	\$28,928.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,928.00	\$0.00
	Access Controls	\$10,830.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,830.00	\$0.00
11	Cabana							
12	Soil Treatment	\$228.00	\$0.00	\$0.00	\$0.00	\$0.00	\$228.00	\$0.00
13	Concrete Reinforcement	\$6,680.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,680.00	\$0.00
14	Foundations/ Slab on Grade	\$18,974.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,974.00	\$0.00
15	Concrete Pump	\$952.00	\$0.00	\$0.00	\$0.00	\$0.00	\$952.00	\$0.00
16	Grout/Cell Fill	\$5,817.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,817.00	\$0.00
17	Concrete Unit Masonry	\$38,071.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,071.00	\$0.00
18	Stone	\$5,418.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,418.00	\$0.00
19	Cast Stone	\$1,881.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,881.00	\$0.00
20	Foam	\$2,714.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,714.00	\$0.00
21	Misc Metals	\$1,790.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,790.00	\$0.00
22	Rough Carpentry	\$38,374.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,374.00	\$0.00
23	Tyvek	\$456.00	\$0.00	\$0.00	\$0.00	\$0.00	\$456.00	\$0.00
	Roof Trusses	\$22,567.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,567.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

PURCHASE ORDER NO: N/A

Hilltop Amenity

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE 10%
24	Exterior Finish Carpentry	\$3,940.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,940.00	\$0.00
25	Countertops	\$2,394.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,394.00	\$0.00
26	Joint Sealants	\$570.00	\$0.00	\$0.00	\$0.00	\$0.00	\$570.00	\$0.00
27	Waterproofing	\$684.00	\$0.00	\$0.00	\$0.00	\$0.00	\$684.00	\$0.00
28	Insulation	\$1,026.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,026.00	\$0.00
29	Roofing	\$12,381.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,381.00	\$0.00
30	Fascia, Soffit, & Gutters	\$11,115.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,115.00	\$0.00
31	Doors, Frames, Hardware	\$8,602.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,602.00	\$0.00
32	Windows	\$3,048.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,048.00	\$0.00
33	Louvers	\$3,173.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,173.00	\$0.00
34	Stucco	\$27,360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,360.00	\$0.00
35	Gypsum Board Systems	\$5,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,700.00	\$0.00
36	Ceramic Tile	\$13,629.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,629.00	\$0.00
37	Painting	\$10,620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,620.00	\$0.00
38	Toilet Accessories & Partitions	\$9,690.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,690.00	\$0.00
39	Restroom Signage	\$228.00	\$0.00	\$0.00	\$0.00	\$0.00	\$228.00	\$0.00
40	Fire Extinguishers & Cabinets	\$458.00	\$0.00	\$0.00	\$0.00	\$0.00	\$458.00	\$0.00
41	Knox Box	\$724.00	\$0.00	\$0.00	\$0.00	\$0.00	\$724.00	\$0.00
42	Attic Accesses	\$415.00	\$0.00	\$0.00	\$0.00	\$0.00	\$415.00	\$0.00
43	Plumbing	\$34,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,200.00	\$0.00
44	HVAC	\$4,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,560.00	\$0.00
45	Electrical	\$45,287.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,287.00	\$0.00
46	Light Fixtures & Ceiling Fans	\$3,945.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,945.00	\$0.00
GRAND TOTALS		\$875,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$875,900.00	\$0.00

AFFIDAVIT FOR CORPORATION

STATE OF FLORIDA

SS:

COUNTY OF Pinellas

Trevor Sas

(title) President

of the Windward Building Group, Inc., a Florida Corporation

(a corporation described herein) being duly sworn, deposes and says that he/she is familiar with the books of the said corporation showing its financial position; that the foregoing financial statements are a true and accurate statement of the financial position of said corporation as of this date; and, that the statements and answers to the questions in the foregoing concerning experience are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this application constitutes fraud; and, that the District considers such action on the part of the applicant to constitute good cause for denial, suspension or revocation of a certificate of qualification for bidding on HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT projects.



(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this 14th day of September, 2020.


Notary Public/Expiration Date:



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Windward Building Group, Inc.
650 2nd Avenue So.
St. Petersburg, FL 33701

SURETY:

(Name, legal status and principal place of business)

The Guarantee Company of North America USA
25800 Northwestern Hwy., Suite 720
Southfield, MI 48075

OWNER:

(Name, legal status and address)

Hilltop Point Community Development District
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

BOND AMOUNT: \$ Five Percent of Bid Amount----(5%)

PROJECT:

(Name, location or address, and Project number, if any)

Hilltop Amenity Center and Swimming Pool

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this 14th day of September, 2022


(Witness)


(Witness)

Windward Building Group, Inc.
(Contractor as Principal) (Seal)

(Title) Trevor Sas, President

The Guarantee Company of North America USA
(Surety) (Seal)


(Title) Debra Johnson, Attorney-in-Fact



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint **Brian M. Perry, Douglas L. Rieder, John W. Miller, II, Misty L. Haig, Margaret S. Meyers, W. Wesley Hamilton, Debra Johnson, Michael J. Brown** its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 26th day of May, 2020.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Paul J. Brehm

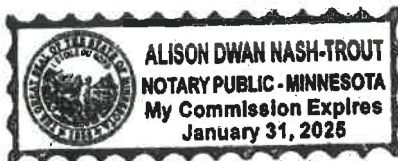
Paul J. Brehm, Senior Vice President

Chad A. Anderson

Chad A. Anderson, Senior Vice President Specialty

STATE OF MINNESOTA
Hennepin County

On this 26th day of May, 2020 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Alison Nash-Trout

I, Chad A. Anderson, Senior Vice President of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 14th day of September, 2022.

Chad A. Anderson

Chad A. Anderson, Senior Vice President Specialty



Proposal #244036

Date: 09/06/2022

From: Jon Souers

Proposal For

Hilltop CDD

c/o Inframark
2005 Pan Am Circle
Suite 300
Tampa, FL 33607

main: 813-873-7000 x.330
mobile:
bryan.radcliff@inframark.com

Location

Michael Street

Dade City , FL 33525

Property Name: Hilltop CDD

Basic Enhancement Work Order (FL)

Terms:

We Propose to Perform a clean up on the Overgrown area shown below.

We will cut low hanging branches and haul off fallen trees. We will mow the tall areas under the trees.

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Clean up Labor	20.00	\$71.43	\$1,428.55

Client Notes





Signature x	SUBTOTAL	\$1,428.55
	SALES TAX	\$0.00
	TOTAL	\$1,428.55

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.
Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact	Assigned To
Print Name: _____	Jon Souers
Title: _____	Office:
Date: _____	jsouers@yellowstonelandscape.com

LANDSCAPE MAINTENANCE AGREEMENT BETWEEN YELLOWSTONE LANDSCAPE, INC. AND HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

This Agreement (“**Agreement**”) is made between **HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT IV**, a community development district organized under the laws of the State of Florida (hereinafter referred to as “**District**” or “**Owner**”) located at 2005 Pan Am Circle, Suite 300 Tampa, FL 33607, and **YELLOWSTONE LANDSCAPE, INC.** (hereinafter referred to as “**Contractor**”) located at _____.

RECITALS

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal, attached hereto as Exhibit “B” (hereinafter “**Proposal**”), and incorporated herein by reference, and represents that it is qualified to serve as a landscape maintenance contractor and provide services to the District.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and District agree as follows:

I. INCORPORATION OF RECITALS

The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

II. DESCRIPTION OF WORK; CONTRACTOR’S WARRANTIES

The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth in the Scope of Services attached hereto as **Exhibit “A”** (hereinafter referred to as the “**Contract Work**”). Contractor shall perform in accordance with the Proposal attached hereto as **Exhibit “B”**. Maps of the areas to be maintained are attached hereto as **Exhibit “C”**.

While performing the Contract Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Contract Work in accordance with the Proposal and attached specifications. Contractor warrants that all Contract Work shall be performed, and all goods and services delivered under this Agreement shall be free from defects in workmanship and material, shall conform strictly to the specifications set forth herein. Contractor further warrants that all

Contract Work shall be performed in a neat and professional manner, using Contractor's best efforts and shall be in conformance with industry standards for workmanship. The performance of all services by the Contractor under this Contract and related to this Contract shall conform to any written instructions issued by the District.

1. Should any work and/or services be required which are not specified in this Contract or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract.
2. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.
3. The District shall designate in writing one or more individuals to act as the District's representative(s) with respect to the Contract Work. The District's representative(s) shall have complete authority to transmit instructions, receive information, interpret, and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contract Work.
4. Scheduling of maintenance visits will be determined by the District. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.
5. The Contractor agrees to meet with a District representative, when requested, to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items (Field Inspection Report) that should be performed before the next walk through or other designated time. The Contractor shall be required to provide, in writing, (typically within seven (7) calendar days) what actions shall be taken to remedy those findings within the Field Inspection Report. Response shall include a timeline as to when items shall be completed as well as diagnosis and treatment plans for those items requiring such. If the Contractor does not respond within the specified time, the first offense will result in a written warning; the second offense will result in a second written warning and the Board of Supervisors for the District will be notified; the third offense may terminate this contract for cause at the District's discretion. If the deficient items have not been rectified to the District's satisfaction within the stated time provided in the response to the Field Inspection Report, (but in no circumstance no longer than a 1-month period), the District reserves the right to subcontract out such work and withhold the cost of such work from the Contractor's next monthly invoice. The District will be responsible for scheduling the inspections. The District must have no less than ten (10) days' notice if there is a need to reschedule. Inspections will proceed with or without the attendance of the Contractor. Notwithstanding,

Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work. Contractor shall provide to management a written summary of work performed for each week with notification of any problem areas.

6. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Contract Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.
7. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Contract Work specified herein. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Contract Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to, the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.
8. In the event of a declared emergency or disaster, Contractor shall provide the District the following Time and Materials services:
 - a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, as supplied in Bid Form, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
 - b. Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
 - c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
 - d. Disaster Recovery Assistance Services shall not exceed a total of seventy (70) hours worked for each declared emergency/disaster.
 - e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
 - f. District reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

III. CONTRACT SUM; BILLING AND PAYMENT.

1. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
2. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
3. Contractor shall invoice the District monthly for services provided during the previous month pursuant to the terms of this Agreement. Provided Contractor has submitted invoices for the Contract Work with the appropriate supporting 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 District. If the District disputes or question any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within thirty (30) days of the District's receipt of such invoice. In the event of any dispute regarding the Services performed to date, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Services, in District's sole and absolute discretion, shall, so long as District is pursuing resolution of such dispute in an expeditious manner, continue to carry on performance of the Services and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.
4. As compensation for the Contract Work, the District agrees to pay Contractor for the Contract Work, a not to exceed sum of **\$28,248.00** per year as detailed in Exhibit "B", payable in monthly installments of **\$2,354.00**, as detailed below unless terminated earlier as provided in this Contract. Additionally, for the Additional Services specified in Exhibit "B," the District agrees to pay Contractor using the pricing specified in Exhibit "B" in the month after the services were performed and after required documentation has been provided. Contractor shall not perform mulching, pine straw top dressing or annual installation services without the prior written approval of the District.

IV. TIME OF COMMENCEMENT/TERM OF AGREEMENT

The work to be performed under this contract shall commence after providing District the requisite insurance referenced herein and no later than _____, 2022.

The initial Term of this Agreement shall be for one (1) year, and shall end on _____, 2023. This Agreement shall automatically renew for three (3) consecutive one (1) year terms, and the last annual renewal shall end on _____, 2026, unless otherwise terminated by either Party in accordance with Section IX of this Agreement. Following expiration of any one (1) year term of this Agreement, the Parties may continue this Agreement on a month-to-month basis at the compensation set forth in this Agreement, until a new agreement for Landscape Maintenance Services is entered into by the District.

V. CONTRACTOR'S REPRESENTATIONS

In order to induce the District to enter into this Contract, Contractor makes the following representations, upon which the District has actually and justifiably relied:

1. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise, and resources to perform all required work.
2. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Contract.
3. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Contract.

VI. DUTIES AND RIGHTS OF CONTRACTOR

Contractor's duties and rights are as follows:

1. **Responsibility for and Supervision of Contract Work:** Contractor shall be solely responsible for all Contract Work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the Contract Work to the best of its ability, giving all attention necessary for such proper supervision and direction.
2. **Discipline, Employment, Uniforms:** Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Contract Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and

consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

3. **Furnishing of Labor, Materials/Liens and Claims:** Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Contract. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men'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 Contract, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Contract, may terminate this Contract to be effective immediately upon the giving of notice of termination.
4. **Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:** Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
5. **Responsibility for Negligence of Employees and Subcontractors:** Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing Contract Work under any request of Contractor.
6. **Safety Precautions and Programs:** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees

and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.

VII. INDEMNIFICATION

Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents and employees and their respective successors and assigns (the "**District Parties**") from any and all Claims occurring incident to or resulting in whole or in part from the activities of the Contractor, the Contractor's agents, employees, subcontractors, advisors, and other parties (the "**Contractor Parties**") employed or engaged by Contractor or any of the foregoing, in connection with this Agreement; provided, however, that this indemnity shall not apply to the extent of the District's gross negligence or willful misconduct. This indemnity shall survive the expiration or termination of this Agreement as to any such Claims arising out of this Agreement. Contractor shall, upon receipt of notice of any Claim, promptly take all action necessary to make a claim under any applicable insurance policy or policies Contractor is carrying and maintaining. In any and all Claims against one or more of the District Parties by any employee of any of the Contractor Parties, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. "Claims" shall mean any and all direct or indirect claims, demands, actions, causes of action, suits, rights or recovery for any relief or damages, debts, accounts, damages, taxes, assessments, fees, fines, penalties, costs, losses, liabilities, mechanic's liens or stop notices and expenses (including, without limitation, court or arbitration costs, and attorneys' fees and expenses, and other costs of defense), of any kind or nature, including, without limitation, whether based on contract in tort, in law or equity, or pursuant to any violation of any and all state laws, rules, ordinances, regulation, by-laws, orders decrees, permits, licenses and certificates of any federal, state or other governmental agency or body having jurisdiction, and whether foreseeable or unforeseeable.

VIII. INSURANCE

1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed to conduct business in the State of Florida, and such carrier shall have an AM Best's Insurance Reports rating of no less than "A-Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.
2. **WORKERS' COMPENSATION:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a

Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

3. EMPLOYER'S LIABILITY COVERAGE with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
4. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than Two Million Dollars (\$2,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
5. AUTOMOBILE LIABILITY: for bodily injuries in limits of not less than Two Million Dollars (\$2,000,000) combined bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
6. UMBRELLA LIABILITY: With limits of not less than Two Million Dollars (\$2,000,000) per occurrence covering all Contract Work performed under this Agreement.
7. The District, its staff, consultants, and Supervisors shall be named as additional insureds in all policies of insurance. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement.
8. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - c. Be written to reflect that the aggregate limit will apply on a per claim basis.
9. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
10. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.
11. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the

payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

12. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
13. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
14. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
15. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, Agents, Employees or Volunteers.
16. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

IX. TERMINATION

Contractor may terminate this Contract with sixty (60) days' written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement. The District may terminate this Agreement without cause upon thirty (30) days' written notice to Contractor. The District shall also have the right to terminate this Agreement at any time due to Contractor's failure to perform in accordance with the terms of this Agreement or for any cause. 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 from the Contract Work performed up to that date, offset by any damages or costs incurred by the District resulting from the Contractor's failure to perform in accordance with this Agreement.

On a default by Contractor, District may elect not to terminate the contract, and in such event, it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. District specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance.

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

XI. MISCELLANEOUS

1. No assignment by either party to this Agreement of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent, and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the District and any of the District's successors, assigns, and legal representatives of the District in respect of all covenants, contracts, and obligations contained in this Agreement. No employees, agents or representatives of the District are personally or individually bound by this Agreement.
3. 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.
4. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District 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 inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
5. 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 received 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.

6. The laws of the State of Florida shall govern all provisions of this Agreement. In the event the parties to this Agreement cannot resolve a difference with regard to any matter arising here from, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Hillsborough County, Florida.
7. This Agreement and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Agreement shall not be modified or amended except in writing with the same degree of formality with which this Agreement is executed.
8. A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
9. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
10. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
11. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon

completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 873-7300, EXT. 322, OR BY EMAIL AT _____, OR BY REGULAR MAIL AT: INFRAMARK, LLC, 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FLORIDA 33607

12. To the extent that the terms described in the Exhibits conflict with the terms of this Agreement, the terms of this Agreement shall control.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

13. Notices: Unless specifically stated to the contrary elsewhere in this Agreement, where notice is required to be provided under this Agreement, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party at the addresses listed below and shall be deemed received upon actual receipt by mail or facsimile, whichever is first:

To Owner: Hilltop Point Community Development District
c/o Mr. Bryan Radcliff
2005 Pan Am Circle
Suite 300
Tampa, FL 33607

With a copy to: Erin McCormick Law, P.A.
3314 Henderson Blvd., Suite 103
Tampa, FL 33609
Attn: Erin McCormick

To Contractor: Yellowstone Landscape, Inc.

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

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

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

ATTEST:

Hilltop Point Community Development District

Secretary/Assistant Secretary

Chairman, Board of Supervisors

WITNESSES:

Contractor
Yellowstone Landscape, Inc., a Delaware corporation

Name: _____

By: _____

Name: _____

As: _____

Name: _____

EXHIBIT “A”
SCOPE OF SERVICES

EXHIBIT “B”

CONTRACTOR’S PROPOSAL



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

Core Maintenance Services

Mowing, Detailing & Clean Up	\$26,722.00
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Includes mowing, edging, string-trimming, trim shrubs, pick up trash, weed removal, clean-up, ect.

IPM - Fertilization & Pest Control	\$1,526.00
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Fertilization/Fungicide/Insecticide/herbicide/weed control

Irrigation Inspections	N/A
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Includes monthly inspections with reports

Grand Total Annual	\$28,248.00
Monthly	\$2,354.00

Additional Services

Annuals (per annual price)	\$2.25
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Includes all labor and materials to install one 4" annual

Pine Bark Mulch (per cubic yard)	\$55.00
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All labor and materials to install 1 cubic yard of mulch

EXCELLENCE IN COMMERCIAL LANDSCAPING

EXHIBIT “C”

MAPS OF AREAS TO BE MAINTAINED

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

August 26, 2022, Minutes of the Public Hearing and Regular Meetings

Minutes of the Regular Meetings

The Public Hearing and Regular Meetings of the Board of Supervisors for the Hilltop Point Community Development District was held on **Friday, August 26, 2022, at 10:15 a.m.** at the Long Lake Reserve Amenity Center located at 19617 Breynia Dr., Lutz, FL 33558.

1. CALL TO ORDER

Brian Lamb called the Public Hearing and Regular Meetings of the Board of Supervisors of the Hilltop Point Community Development District to order on **Friday, August 26, 2022, at 10:31 a.m.**

Board Members Present and Constituting a Quorum:

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

Staff Members Present:

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

There were no members of the general public present.

2. AUDIENCE QUESTIONS OR COMMENT ON AGENDA ITEMS

There were no public comments on agenda items.

3. RECESS TO PUBLIC HEARING

Bryan Radcliff directed the Board to recess to Public Hearing.

4. PUBLIC HEARING ON ADOPTING FINAL FISCAL YEAR 2023 BUDGET

A. Open the Public Hearing on Final Fiscal Year 2023 Budget

MOTION TO:	Open the Public Hearing.
MADE BY:	Supervisor Valenti
SECONDED BY:	Supervisor Malcuit
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	4/0 - Motion Passed Unanimously

B. Staff Presentation

There were no staff presentation.

C. Public Comment

There were no public comments.

D. Consideration of Resolution 2022-40; Adopting Final Fiscal Year 2023 Budget

The Board reviewed and discussed the resolution.

MOTION TO:	Approve Resolution 2022-40.
MADE BY:	Supervisor Valenti
SECONDED BY:	Supervisor Malcuit
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

E. Close the Public Hearing on Adopting Final Fiscal Year 2023 Budget

MOTION TO:	Close the Public Hearing.
MADE BY:	Supervisor Blakley
SECONDED BY:	Supervisor Thompson
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

5. PUBLIC HEARING ON LEVYING O&M ASSESSMENTS

A. Open the Public Hearing on Levying O&M Assessments

MOTION TO:	Open the Public Hearing.
MADE BY:	Supervisor Malcuit
SECONDED BY:	Supervisor Valenti
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

B. Staff Presentation

There were no staff presentation to the Board.

C. Public Comment

There were no public comments.

D. Consideration of Resolution 2022-41; Levying O&M Assessments

i. Developer Budget Funding Agreement

The Board Adopted Resolution 2022-41, Levying O&M Assessments.

MOTION TO:	Adopt Resolution 2022-41 subject to modification of the debt payment assessment due date, correction of District name on page 2 of the Resolution and Approval of the Developer Funding Agreement in substantial form.
MADE BY:	Supervisor
SECONDED BY:	Supervisor
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

E. Close the Public Hearing on Levying O&M Assessments

MOTION TO:	Close the Public Hearing.
MADE BY:	Supervisor Thompson
SECONDED BY:	Supervisor Blakley
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

6. RETURN AND PROCEED TO THE REGULAR MEETING

Mr. Radcliff directed the Board to proceed to the regular meeting.

7. BUSINESS ITEMS

A. Consideration of Resolution 2022-42; Setting FY 2023 Meeting Schedule

The Board Adopted Resolution 2022-42, Setting the FY 2023 Meeting Schedule eliminate the combining of the November and December meeting dates into a new date on December 2, 2022.

MOTION TO:	Approve Resolution 2022-42.
MADE BY:	Supervisor Blakley
SECONDED BY:	Supervisor Valenti
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	4/0 - Motion Passed Unanimously

B. Consideration of Landscape Maintenance Services Proposals

Mr. Radcliff presented the three proposals for Landscape Maintenance for the District. The Board Approved the proposal from Yellowstone pending an on-site inspection to clarify the scope of service and solidify price.

MOTION TO:	Approve the proposal from Yellowstone pending an on-site inspection to clarify the scope of service and solidify price.
MADE BY:	Supervisor Malcuit
SECONDED BY:	Supervisor Valenti
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	4/0 – Motion Passed Unanimously

C. Consideration of Agreement for District Engineering Services

The Board Approved the Agreement for District Engineering Services with Stantec in Substantial Form.

MOTION TO:	Approve the agreement for District Engineering Services with Stantec in substantial form.
MADE BY:	Supervisor Valenti
SECONDED BY:	Supervisor Thompson
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	4/0 – Motion Passed Unanimously

D. General Matters of the District

Mr. Malcuit updated the Board on the status of the amenity construction including the new Bid Close and Opening date of 09/14/2022 at 4pm at the Inframark offices.

The Board Approved a motion to change the upcoming meeting date of 09/12/2022 to 09/23/2022 at 10am at the Springhill Suites Marriot.

MOTION TO:	Approve to change the upcoming meeting date of 09/12/2022 to 09/23/2022 at 10am at the Springhill Suites Marriot.
MADE BY:	Supervisor Malcuit
SECONDED BY:	Supervisor Thompson
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

8. CONSENT AGENDA ITEM

A. Consideration of Board of Supervisors Regular Meeting Minutes July 22, 2022

B. Consideration of Operations and Maintenance Expenditures July 2022

C. Review of Financial Statements for Month Ending July 31, 2022

The Board Approved Consent Agenda Items A – C (Regular meeting minutes from the meeting held on 07/22/2022, O&M Expenditures for July 2022, and Financials for the month ending 07/31/2022) pending reclassification of invoices for DC charged to the O&M account that should have been charged to the Construction account.

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

9. VENDOR AND STAFF REPORTS

A. District Counsel

B. District Manager

C. District Engineer

There were no vendor or staff reports at this time.

10. BOARD MEMBERS' COMMENTS

There were no comments from the Board.

11. PUBLIC COMMENTS

There were no public comments.

12. ADJOURNMENT

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

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

**These minutes were done in summary format.*

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

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

Signature

Signature

Printed Name

Printed Name

Title:

Title:

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

- ☐ **Chairman**
☐ **Vice Chairman**

Recorded by Records Administrator

Signature

Date

Official District Seal

Hilltop CDD Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Monthly Contract Sub-Total		\$ 0.00		
Variable Contract				
Supervisor: John Blakley	JB 082622	\$ 200.00		Supervisor Fee - 08/26/22
Supervisor: Lee thompson	LT 082622	200.00		Supervisor Fee - 08/26/22
Variable Contract Sub-Total		\$ 400.00		
Utilities				
Utilities Sub-Total		\$ 0.00		
Regular Services				
Erin McCormick	10604	\$ 1,152.00		Professional Service - Thru 08/05/22
Erin McCormick	10606	2,556.00	\$ 3,708.00	Professional Service - Thru 08/05/22
Tampa Bay Times	320570 072722	1,049.50		O&M Assessment - 07/27/22
Tampa Bay Times	320570 073122	348.50		RFP Amenity Center - 07/31/22
Tampa Bay Times	320570 080322	117.20	\$ 1,515.20	Budget Hearing - 08/03/22
Regular Services Sub-Total		\$ 5,223.20		
Additional Services				
Additional Services Sub-Total		\$ 0.00		
TOTAL:		\$ 5,623.20		

Approved (with any necessary revisions noted):

Hilltop CDD Community Development District Summary of Operations and Maintenance Invoices

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

Signature

Printed Name

Title (check one):

☐ Chairman ☐ Vice Chairman ☐ Assistant Secretary

Hilltop Point CDD

MEETING DATE: August 26, 2022

DMS Staff Signature _____

Bryan K. Kelleher

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

JB082622

Hilltop Point CDD

MEETING DATE: August 26, 2022

DMS Staff Signature _____

 **Bryan Kalcetz**

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

LT 082622



Erin McCormick | Law, PA

Erin McCormick, Esq.

Hilltop Point CDD

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

PA
5140
3107

Invoice Date	Invoice Number
08/05/2022	10604
Terms	Service Through
	08/05/2022

In Reference To: General Representation (Work)				
Date	By	Services	Hours	Amount
07/15/2022	Erin R McCormick	Email to Bryan Radcliff, Brian Lamb, Keith Malcuit and Brittany Crutchfield for Board meeting	0.20	\$ 72.00
07/20/2022	Erin R McCormick	Review of Agenda and back up documents for Board meeting; email to Bryan Radcliff, Brittany Crutchfield and Brian Lamb regarding documents for Board meeting	1.20	\$ 432.00
07/22/2022	Erin R McCormick	Review of Agenda materials and prepare for Board meeting; travel to and attend Board meeting	1.80	\$ 648.00

Total Hours	3.20 hrs
Total Work	\$ 1,152.00
Total Invoice Amount	\$ 1,152.00
Previous Balance	\$ 2,196.00
7/12/2022 Payment - Check Split Payment	(\$2,196.00)
Balance (Amount Due)	\$ 1,152.00



Erin McCormick | Law, PA

Erin McCormick, Esq.

Hilltop Point CDD

Brittany Crutchfield
2005 Pan Am Circle
Suite 300

Tampa, FL 33607

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

Handwritten: 3107 5140

Invoice Date	Invoice Number
08/05/2022	10606
Terms	Service Through
	08/05/2022

In Reference To: Construction Matters (Work)

Date	By	Services	Hours	Amount
07/14/2022	Erin R McCormick	Review of email from Keith Malcuit regarding contract documents for Amenity Center construction	0.40	\$ 144.00
07/25/2022	Erin R McCormick	Telephone conferences with Keith Malcuit regarding RFP for Amenity Center Construction; prepare published ad for Request for Proposals; review of Selection criteria and propose additional description on selection criteria; prepare comments concerning Selection criteria; prepare email to Keith Malcuit, Brittany Crutchfield, Bryan Radcliff and Brian Lamb and transmit proposed ad and comments; telephone conference with Keith Malcuit; review of email from Keith Malcuit;	2.50	\$ 900.00
07/26/2022	Erin R McCormick	Review of proof for Amenity Center/Swimming Pool RFP; review of comments to RFP and Selection Criteria from Keith Malcuit; email to Brittany Crutchfield, Keith Malcuit, Brian Lamb and Bryan Radcliff regarding above;	0.70	\$ 252.00
07/29/2022	Erin R McCormick	Review and revise Project Manual, and prepare redline; telephone conference with Keith Malcuit regarding above; prepare email to Bryan Radcliff, Brian Lamb, Keith Malcuit and Brittany Crutchfield and transmit revised Project Manual documents and redline	3.50	\$ 1,260.00

Total Hours	7.10 hrs
Total Work	\$ 2,556.00
Total Invoice Amount	\$ 2,556.00
Previous Balance	\$ 2,232.00
7/12/2022 Payment - Check Split Payment	(\$2,232.00)
Balance (Amount Due)	\$ 2,556.00

3314 Henderson Boulevard | Suite 103 | Tampa, FL 33609

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



Times Publishing Company

DEPT 3396

PO BOX 123396

DALLAS, TX 75312-3396

Toll Free Phone: 1 (877) 321-7355

Fed Tax ID 59-0482470

ADVERTISING INVOICE

Advertising Run Dates		Advertiser Name	
07/27/22		HILLTOP CDD	
Billing Date	Sales Rep	Customer Account	
07/27/2022	Deirdre Bonett	320570	
Total Amount Due		Ad Number	
\$1,049.50		0000238059	

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
07/27/22	07/27/22	0000238059	Times	Legals CLS	O&M Assessments	1	4x10.25 IN	\$1,045.50
07/27/22	07/27/22	0000238059	Tampabay.com	Legals CLS	O&M Assessments AffidavitMaterial	1	4x10.25 IN	\$0.00 \$4.00

4801
STB
137

Received
AUG 01 2022

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07/27/22		HILLTOP CDD	
Billing Date	Sales Rep	Customer Account	
07/27/2022	Deirdre Bonett	320570	
Total Amount Due		Ad Number	
\$1,049.50		0000238059	

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PO BOX 123396
DALLAS, TX 75312-3396

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pasco

}ss

Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: O&M Assessments** was published in said newspaper by print in the issues of: **7/27/22** or by publication on the newspaper's website, if authorized, on

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



Signature Affiant

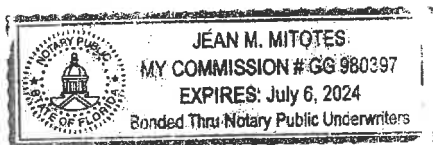
Sworn to and subscribed before me this **07/27/2022**



Signature of Notary Public

Personally known _____ **X** _____ or produced identification

Type of identification produced _____



Notice of Public Hearing and Board of Supervisors Meeting of the Hilltop Point Community Development District

The Board of Supervisors (the "Board") of the Hilltop Point Community Development District (the "District") will hold a public hearing and a meeting on **August 26, 2022, at 10:15 a.m. at the SpringHill Suites by Marriott Tampa Suncoast Parkway located at 16615 Crosspointe Run, Land O'Lakes, FL 34638.**

The purpose of the public hearing is to receive public comments on the proposed adoption of the District's fiscal year 2022-2023 proposed budget and the proposed levy of its annually recurring non-ad valorem special assessments for operation and maintenance to fund the items described in the proposed budget (the "O&M Assessments").

At the conclusion of the public hearing, the Board will, by resolution, adopt a final budget, provide for the levy, collection, and enforcement of the O&M Assessments, and certify an assessment roll. A meeting of the Board

will also be held where the Board may consider any other business that may properly come before it.

A copy of the proposed budget, preliminary assessment roll, and the agenda may be viewed on the District's website at least 2 days before the meeting www.hilltoppointcdd.com, or may be obtained by contacting the District Manager's office via email at Brian.Lamb@inframark.com or via phone at (813) 873-7300.

The table below presents the proposed schedule of the O&M Assessments. Amounts are preliminary and subject to change at the meeting and in any future year.

SCHEDULE OF ANNUAL ASSESSMENTS

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

Notations:

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

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

The O&M Assessments (in addition to debt assessments, if any) will appear on November 2022 Pasco County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

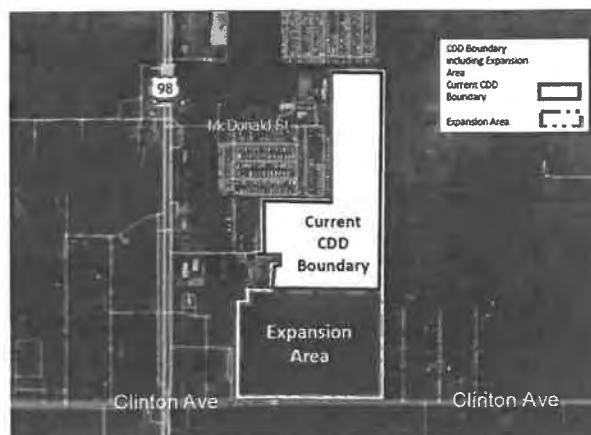
The County Tax Collector will collect the assessments for all lots and parcels within the District. Alternatively, the District may elect to directly collect its assessments in accordance with Chapter 190, Florida Statutes. Failure to pay the District's assessments will cause a tax certificate to be issued against the property which may result in a loss of title or a foreclosure action to be filed against the property. All affected property owners have the right to appear at the public hearing and to file written objections with the District within 20 days of publication of this notice.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. They may be continued to a date, time, and place to be specified on the record at the hearing or meeting. There may be occasions when staff or Board members may participate by speaker telephone.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's office at least 2 business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8771 (TTY), or 1-800-955-8770 (voice) for aid in contacting the District Manager's office.

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

Brian Lamb
District Manager



Tampa Bay Times

tampabay.com

Times Publishing Company

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DALLAS, TX 75312-3396

Toll Free Phone: 1 (877) 321-7355

Fed Tax ID 59-0482470

ADVERTISING INVOICE

Advertising Run Dates	Advertiser Name	
07/31/22	HILLTOP CDD	
Billing Date	Sales Rep	Customer Account
07/31/2022	Deirdre Bonett	320570
Total Amount Due		Ad Number
\$348.50		0000238704

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
07/31/22	07/31/22	0000238704	Times	Legals CLS	RFP Amenity Center	1	2x100 L	\$346.50
07/31/22	07/31/22	0000238704	Tampabay.com	Legals CLS	RFP Amenity Center AffidavitMaterial	1	2x100 L	\$0.00 \$2.00

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Tampa Bay Times

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Tampa Bay Times
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COUNTY OF Pasco

} ss

Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: RFP Amenity Center** was published in said newspaper by print in the issues of: **7/31/22** or by publication on the newspaper's website, if authorized, on

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



Signature Affiant

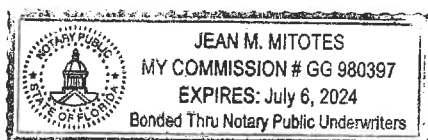
Sworn to and subscribed before me this **07/31/2022**



Signature of Notary Public

Personally known ☒ or produced identification

Type of identification produced _____



**HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
Construction Services for
Hilltop Point Amenity Center and Swimming Pool
Dade City, Florida**

Hilltop Point Community Development District (the "District") hereby requests proposals to provide services relating to the construction of the Hilltop Point Amenity Center and Swimming Pool, including, but not limited to, Site Development and Building Construction as more specifically set forth in the Project Manual.

The Project Manual will be available beginning Monday, August 1, 2022, at 8:00 a.m. from Inframark, LLC, 2005 Pan Am Circle, Suite 300, Tampa, Florida, 33607 for the sum of \$150.00 per Project Manual. Each Project Manual will include, but not be limited to, the Request for Proposals, proposal and contract documents, and construction plans and specifications. Please make checks payable to Inframark, LLC. Brian Lamb, the District's Manager, shall be the contact person with regard to the Project Manual. Mr. Lamb can be reached at 813-873-7300, or via email at: brian.lamb@inframark.com. The Project Manual will be available in electronic format, but each prospective proposer must submit the required payment to the Inframark office, at the address identified above, in advance of receiving the Project Manual.

There will be a mandatory pre-proposal conference at the offices of Inframark, LLC, 2005 Pan Am Circle, Suite 300, Tampa, FL 33607, on Wednesday, August 10, 2022, at 11:00 a.m. Failure to attend will preclude the District's consideration of a proposal submitted by a non-attending proposer.

The District has the right to reject any and all proposals, make modifications to the work, and waive any minor informalities and irregularities in proposals as it deems appropriate, if it determines in its discretion that it is in the best interest of the District to do so. Each proposal shall be accompanied by a proposal guarantee in the form of a bid bond or certified cashiers check in an amount not less than five percent (5%) of the total bid to be retained in the event the successful proposer fails to execute a contract with the District and file the requisite Performance and Payment Bonds and insurance within fourteen (14) calendar days after the receipt of the Notice of Award.

Any person who wishes to protest the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) hours after the Project Manual is made available, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Inframark, LLC, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District's Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

The District will evaluate and make a decision regarding the award of contract for construction services based upon the Evaluation Criteria set forth in the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced proposal. The Evaluation Criteria which will be used by the District to evaluate the proposals is as follows: Experience and Availability of Contractor Team - 10 points; Construction Experience - 25 points; Financial Capacity - 10 points; Qualifications of Project Team Members Assigned to the Project - 15 points; Strength of References - 10 points; Proposal Pricing - 30 points. A more detailed description of the Evaluation Criteria will be included in the Project Manual, and may be obtained from the District Manager at the email address and telephone number set forth below. Any and all questions relative to this project shall be directed in writing only to Brian Lamb, District Manager, Inframark, LLC, via telephone at 813-873-7300 or via e-mail at brian.lamb@inframark.com, no later than Monday, August 22, 2022 at 5:00 p.m.

Firms desiring to provide services for this project must submit one (1) original and six (6) copies of the required proposal no later than Wednesday, August 31, 2022, at 4:00 pm., at the office of Inframark, LLC, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607, Attention: Brian Lamb, District Manager. Proposals shall be submitted in a sealed opaque package, shall bear the name of the proposer on the outside of the package and shall identify the name of the project. Proposals will be opened at the time and date stipulated above; those received after the time and date stipulated above will be returned unopened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

Hilltop Point Community Development District
Inframark, LLC, c/o Brian Lamb, District Manager
Run Date: July 31, 2022

0000238704



tampabay.com

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DALLAS, TX 75312-3396

Toll Free Phone: 1 (877) 321-7355

Fed Tax ID 59-0482470

ADVERTISING INVOICE

Advertising Run Dates	Advertiser Name	
08/ 3/22	HILLTOP CDD	
Billing Date	Sales Rep	Customer Account
08/03/2022	Deirdre Bonett	320570
Total Amount Due	Ad Number	
\$117.20	0000238061	

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
08/03/22	08/03/22	0000238061	Times	Legals CLS	Budget Hearing	1	2x49 L	\$115.20
08/03/22	08/03/22	0000238061	Tampabay.com	Legals CLS	Budget Hearing	1	2x49 L	\$0.00
					AffidavitMaterial			\$2.00

Handwritten notes: 12/1, 480, 5130, and a red stamp: AUG 08 2022

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DALLAS, TX 75312-3396

Tampa Bay Times
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STATE OF FLORIDA
COUNTY OF Pasco

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

**Notice of Public Hearing and Board of Supervisors Meeting
of the Hilltop Point Community Development District**

The Board of Supervisors (the "Board") of the Hilltop Point Community Development District (the "District") will hold a public hearing and a meeting on August 26, 2022, at 10:15 a.m. at the SpringHill Suites by Marriott Tampa Suncoast Parkway located at 16615 Crosspointe Run, Land O'Lakes, FL 34638.

} SS

The purpose of the public hearing is to receive public comments on the proposed adoption of the District's fiscal year 2022-2023 proposed budget. A meeting of the Board will also be held where the Board may consider any other business that may properly come before it. A copy of the proposed budget and the agenda may be obtained by contacting the District Manager's office via email at brian.lamb@inframark.com or via phone at (813) 873-7300.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. They may be continued to a date, time, and place to be specified on the record at the hearing or meeting. There may be occasions when staff or Board members may participate by speaker telephone.

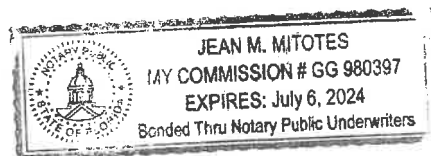
In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's office at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8771 (TTY), or 1-800-955-8770 (voice) for aid in contacting the District Manager's office.

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

Brian Lamb
District Manager

Run Date: August 3, 2022

0000238061



Signature Affiant

Sworn to and subscribed before me this **08/03/2022**

Signature of Notary Public

Personally known ☒ or produced identification

Type of identification produced

Hilltop Point Community Development District

Financial Statements
(Unaudited)

Period Ending
August 31, 2022



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

Hilltop CDD
Balance Sheet
As of 8/31/2022

(In Whole Numbers)

	<u>General Fund</u>	<u>Total</u>
Assets		
Cash-Operating Account	<u>5,089.00</u>	<u>5,089.00</u>
Total Assets	<u>5,089.00</u>	<u>5,089.00</u>
Liabilities		
Accounts Payable	<u>730.00</u>	<u>730.00</u>
Total Liabilities	<u>730.00</u>	<u>730.00</u>
Fund Equity & Other Credits	4,359.00	4,359.00
Total Liabilities & Fund Equity	<u>5,089.00</u>	<u>5,089.00</u>

Hilltop CDD
Statement of Revenues and Expenditures
From 10/1/2021 Through 8/31/2022

001 - General Fund
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Special Assessments - Service				
Operations & Maintenance Assmts-	490,375.00	0.00	(490,375.00)	(100)%
Tax Roll				
Contributions & Donations From				
Private Sources				
Developer Contributions	0.00	42,250.00	42,250.00	0 %
Other Miscellaneous Revenues				
Rentals & Leases	0.00	300.00	300.00	0 %
Total Revenues	<u>490,375.00</u>	<u>42,550.00</u>	<u>(447,825.00)</u>	<u>(91)%</u>
Expenditures				
Legislative				
Supervisor Fees	2,000.00	2,800.00	(800.00)	(40)%
Financial & Administrative				
Administrative Services	4,500.00	500.00	4,000.00	89 %
District Manager	25,000.00	2,778.00	22,222.00	89 %
Recording Secretary	2,400.00	267.00	2,133.00	89 %
District Engineer	5,500.00	0.00	5,500.00	100 %
Construction Accounting	6,000.00	0.00	6,000.00	100 %
Financial & Revenue Collections	3,500.00	0.00	3,500.00	100 %
Dissemination Services	5,000.00	0.00	5,000.00	100 %
Accounting Services	12,000.00	1,333.00	10,667.00	89 %
Postage, Phone, Faxes, Copies	500.00	0.00	500.00	100 %
Rentals & Leases	600.00	0.00	600.00	100 %
Public Officials Insurance	2,500.00	0.00	2,500.00	100 %
Legal Advertising	3,500.00	9,499.00	(5,999.00)	(171)%
Bank Fees	200.00	93.00	107.00	54 %
Dues, Licenses, & Fees	175.00	875.00	(700.00)	(400)%
Miscellaneous Fees	250.00	750.00	(500.00)	(200)%
Office Supplies	100.00	216.00	(116.00)	(116)%
Technology Services	600.00	0.00	600.00	100 %
Website Maintenance	2,400.00	133.00	2,267.00	94 %

Hilltop CDD
Statement of Revenues and Expenditures
From 10/1/2021 Through 8/31/2022

001 - General Fund
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
ADA Website Compliance	1,800.00	2,900.00	(1,100.00)	(61)%
Legal Counsel				
District Counsel	5,500.00	15,832.00	(10,332.00)	(188)%
Electric Utility Services				
Electric Utility Services -	55,000.00	215.00	54,785.00	100 %
Electric Utility Services-All Others	12,000.00	0.00	12,000.00	100 %
Garbage/Solid Waste Control				
Garbage Recreation Center	2,800.00	0.00	2,800.00	100 %
Water-Sewer Combination Services				
Water Utility Services	4,500.00	0.00	4,500.00	100 %
Stormwater Control				
Aquatic Maintenance	12,500.00	0.00	12,500.00	100 %
Retaining Wall Maintenance	1,000.00	0.00	1,000.00	100 %
Aquatic Plant Replacement	500.00	0.00	500.00	100 %
Other Physical Environment				
Property & Casualty Insurance	22,500.00	0.00	22,500.00	100 %
General Liability Insurance	3,200.00	0.00	3,200.00	100 %
Entry & Walls Maintenance	1,500.00	0.00	1,500.00	100 %
Landscape Maintenance	180,000.00	0.00	180,000.00	100 %
Plant Replacement Program	10,000.00	0.00	10,000.00	100 %
Landscape Mulch	18,500.00	0.00	18,500.00	100 %
Landscape Annuals	14,000.00	0.00	14,000.00	100 %
Miscellaneous Landscape	5,000.00	0.00	5,000.00	100 %
Irrigation Maintenance	12,000.00	0.00	12,000.00	100 %
Road & Street Facilities				
Pavement & Sidewalk & Maintenance	1,500.00	0.00	1,500.00	100 %
Parks & Recreation				
Field Services	12,000.00	0.00	12,000.00	100 %
Pool Service Contract	12,000.00	0.00	12,000.00	100 %
Facility A/C Maintenance	1,000.00	0.00	1,000.00	100 %
Pool Permits	350.00	0.00	350.00	100 %
Facility Janitorial Services	6,000.00	0.00	6,000.00	100 %

Hilltop CDD
Statement of Revenues and Expenditures
From 10/1/2021 Through 8/31/2022

001 - General Fund
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Facility Maintenance	7,500.00	0.00	7,500.00	100 %
Facility Janitorial Supplies	750.00	0.00	750.00	100 %
Pool Repairs	2,500.00	0.00	2,500.00	100 %
Telephone / Internet Services	950.00	0.00	950.00	100 %
Playground Equipment	300.00	0.00	300.00	100 %
Access Control Maintenance	2,000.00	0.00	2,000.00	100 %
Dog Waste Station Service & Supplies	1,500.00	0.00	1,500.00	100 %
Event Services & Supplies	500.00	0.00	500.00	100 %
Undesignated Reserve				
Miscellaneous	<u>2,500.00</u>	<u>0.00</u>	<u>2,500.00</u>	<u>100 %</u>
Total Expenditures	<u>490,375.00</u>	<u>38,191.00</u>	<u>452,184.00</u>	<u>92 %</u>
Excess of Revenues Over (Under) Expenditures	<u>0.00</u>	<u>4,359.00</u>	<u>4,359.00</u>	<u>0 %</u>
Excess of Revenue/Other Sources over Expenditures/Other Uses	<u>0.00</u>	<u>4,359.00</u>	<u>4,359.00</u>	<u>0 %</u>
Fund Balance, End of Period	<u>0.00</u>	<u>4,359.00</u>	<u>4,359.00</u>	<u>0 %</u>

Hilltop CDD
Reconcile Cash Accounts

Summary
Cash Account: 10101 Cash-Operating Account
Reconciliation ID: 08/31/2022
Reconciliation Date: 8/31/2022
Status: Locked

Bank Balance	5,138.96
Less Outstanding Checks/Vouchers	50.00
Plus Deposits in Transit	0.00
Plus or Minus Other Cash Items	0.00
Plus or Minus Suspense Items	<u>0.00</u>
Reconciled Bank Balance	5,088.96
Balance Per Books	<u>5,088.96</u>
Unreconciled Difference	<u>0.00</u>

Click the Next Page toolbar button to view details.

Hilltop CDD
Reconcile Cash Accounts

Detail
Cash Account: 10101 Cash-Operating Account
Reconciliation ID: 08/31/2022
Reconciliation Date: 8/31/2022
Status: Locked
Outstanding Checks/Vouchers

Document Number	Document Date	Document Description	Document Amount	Payee
1013	6/2/2022	meeting room rental	<u>50.00</u>	Ballantrae CD
Outstanding Checks/Vouchers			<u>50.00</u>	

Hilltop CDD
Reconcile Cash Accounts

Detail
Cash Account: 10101 Cash-Operating Account
Reconciliation ID: 08/31/2022
Reconciliation Date: 8/31/2022
Status: Locked
Cleared Checks/Vouchers

Document Number	Document Date	Document Description	Document Amount	Payee
1022	7/7/2022	System Generated Check/Voucher	2,505.56	Inframark LLC
1024	7/27/2022	System Generated Check/Voucher	200.00	John C. Blakley
1025	7/27/2022	System Generated Check/Voucher	200.00	Lee R. Thompson
1026	8/11/2022	System Generated Check/Voucher	1,049.50	Tampa Bay Times
1027	8/19/2022	System Generated Check/Voucher	3,708.00	Erin McCormick Law PA
1028	8/19/2022	System Generated Check/Voucher	465.70	Tampa Bay Times
004	8/22/2022	August Service Charges	<u>22.28</u>	
Cleared Checks/Vouchers			<u>8,151.04</u>	

Hilltop CDD
Reconcile Cash Accounts

Detail
Cash Account: 10101 Cash-Operating Account
Reconciliation ID: 08/31/2022
Reconciliation Date: 8/31/2022
Status: Locked
Cleared Deposits

Document Number	Document Date	Document Description	Document Amount	Deposit Number
013	8/4/2022	July Clubhouse Income	150.00	
014	8/8/2022	July Clubhouse Income	<u>150.00</u>	
Cleared Deposits			<u>300.00</u>	