Hilltop Point Community Development

Board of Supervisors

Tatiana Pagan, Chairman Stephen Bennett, Assistant Secretary John Blakley, Assistant Secretary Lee Thompson, Assistant Secretary Betty Valenti, Assistant Secretary Bryan Radcliff, District Manager Erin McCormick, District Counsel Tonja Stewart, District Engineer

Public Hearing & Regular Meeting Agenda

Friday, July 28, 2023, at 10:15 am.

The Public Hearings & Regular Meetings of the Hilltop Point Community Development District will be held on Friday, July 28, 2023, at 10:15 am. 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:

Join Zoom Meeting

https://us06web.zoom.us/j/84933536358?pwd=OHlpYzAyNFFxYlhVdm4wc3NHTGlMdz09
Dial by your location +1 305 224 1968 Meeting ID: 849 3353 6358 Passcode: 502947

All cellular phones and pagers must be turned off during the meeting.

- 1. CALL TO ORDER/ROLL CALL
- 2. PUBLIC COMMENTS ON AGENDA ITEMS
- 3. RECESS TO PUBLIC HEARINGS
- 4. PUBLIC HEARING ON ADOPTING FISCAL YEAR 2024 FINAL BUDGET
 - A. Open Public Hearing on Adopting Fiscal Year 2024 Final Budget
 - B. Staff Presentations
 - C. Public Comments
 - D. Consideration of Resolution 2023-07; Adopting Final Fiscal Year 2024 Budget......Tab 01
 - E. Close Public Hearing on Adopting Fiscal Year 2024 Final Budget
- 5. PUBLIC HEARING ON LEVYING O&M ASSESSMENTS
 - A. Open Public Hearing on Levying O&M Assessments
 - B. Staff Presentations
 - C. Public Comment
 - - i. Consideration of Developer Funding Agreement
 - E. Close Public Hearing on Levying O&M Assessments
- 6. RETURN TO REGULAR MEETING.
- 7. BUSINESS ITEMS

 - D. Discussion of Litt Station Transici

 - D. General Matters of the District
- 8. CONSENT AGENDA
- 9. STAFF REPORTS
 - A. District Counsel
 - - i. Community Inspection Reports
 - C. District Engineer
- 10. BOARD OF SUPERVISORS REQUESTS AND COMMENTS
- 11. ADJOURNMENT

Sincerely,

Bryan Radeliff District Manager

RESOLUTION 2023-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager submitted, on May 26, 2023, to the Board of Supervisors ("Board") of the Hilltop Point Community Development District ("District") a proposed budget for the next ensuing budget year ("Proposed Budget"), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Budget

- **a.** That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's records office, and hereby approves certain amendments thereto, as shown below.
- **b.** That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2022-2023 and/or revised projections for fiscal year 2023-2024.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's records office and identified as "The Budget for the Hilltop

Point Community Development District for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024."

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

Section 2. Appropriations. There is hereby appropriated out of the revenues of the District (the sources of the revenues will be provided for in a separate resolution), for the fiscal year beginning October 1, 2023, and ending September 30, 2024, the sum of \$949,364.07, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

Total All Funds*	\$949,364.07
Debt Service Series 2022-1 Funds Debt Service Series 2022-2 Funds	\$331,868.00 \$227,161.00
Total General Fund	\$390,335.07

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

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

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

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

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

Passed and Adopted on August 28, 2023.

Attested By:	Hilltop Point Community Development District
Print Name:	Print Name:
Secretary/Assistant Secretary	Chair/Vice Chair of the Board of Supervisors

Exhibit A: FY 2023-2024 Adopted Budget

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2024 APPROVED TENTATIVE BUDGET



August 03, 2023

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2024 APPROVED TENTATIVE BUDGET

TABLE OF CONTENTS

SECTION	<u>DESCRIPTION</u>	PAGE
I.	BUDGET INTRODUCTION	1
II.	FISCAL YEAR 2023 BUDGET ANALYSIS	2
III.	APPROVED TENTATIVE ANNUAL OPERATING BUDGET	3
IV.	GENERAL FUND 001 DESCRIPTIONS	4
V.	DEBT SERVICE FUND	6
VI.	SCHEDULE OF ANNUAL ASSESSMENTS	8

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

BUDGET INTRODUCTION

Background Information

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

The following report represents the District budget for Fiscal Year 2024, which begins on October 1, 2023. The District budget is organized by fund to segregate financial resources and ensure that the segregated resources are used for their intended purpose, and the District has established the following funds.

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

Facilities of the District

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

Maintenance of the Facilities

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

COMMUNITY DEVELOPMENT DISTRICT

	Fiscal Year 2023 Proposed Operating Budget	Current Period Actuals 10/1/22 - 3/31/23	Projected Revenues & Expenditures 4/1/23 to 9/30/23	Total Actuals and Projections Through 9/30/23
REVENUES				
SPECIAL ASSESSMENTS - SERVICE CHARGES Operations & Maitenance Assessments - On Roll	0.00	0.00	0.00	0.00
Operations & Maitenance Assessments - Off Roll	310,575.00	5,308.00	0.00	5,308.00
TOTAL SPECIAL ASSESSMENTS - SERVICE CHARGES	310,575.00	5,308.00	0.00	5,308.00
Developer Contributions	0.00	49,734.00	146,694.00	196,428.00
TOTAL CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES MISC REVENUE	0.00	49,734.00	146,694.00	196,428.00
Other Miscellaneous Revenues Clubhouse Rentals	0.00	0.00	0.00	0.00
Reimbursement for Legal Svcs	0.00	5,292.00	0.00	5,292.00
TOTAL MISC REVENUE	0.00	5,292.00	0.00	5,292.00
TOTAL REVENUES	310,575.00	60,334.00	146,694.00	207,028.00
EXPENDITURES SUPERVISOR FEES				
Supervisor Fees	0.00	1,600.00	0.00	1,600.00
TOTAL SUPERVISOR FEES FINANCIAL & ADMINISTRATIVE	0.00	1,600.00	0.00	1,600.00
ProfServ-Dissemination Agent	1,250.00	0.00	1,250.00	1,250.00
ProfServ-Recording Secretary	1,600.00	1,200.00	400.00	1,600.00
District Engineer Administrative Services	9,500.00	0.00	9,500.00	9,500.00
Management & Accounting Services	3,000.00 4,000.00	2,250.00 0.00	750.00 4,000.00	3,000.00 4,000.00
District Manager	16,667.00	12,500.00	4,167.00	16,667.00
Accounting Services	9,500.00	4,500.00	5,000.00	9,500.00
Website Compliance Postage, Phone, Faxes, Copies	1,800.00 500.00	1,500.00 43.00	300.00 457.00	1,800.00 500.00
Rentals & Leases	500.00	300.00	200.00	500.00
Public Officials Insurance	2,500.00	2,250.00	250.00	2,500.00
Legal Advertising	3,500.00	407.00	3,093.00	3,500.00
Bank Fees Financial & Revenue Collections	200.00 2,333.00	168.00 600.00	32.00 1,733.00	200.00 2,333.00
Website Administration	1,600.00	600.00	1,000.00	1,600.00
Information Technology	400.00	300.00	100.00	400.00
Miscellaneous Expenses	250.00	0.00	250.00	250.00
Office Supplies Dues, Licenses, Subscriptions	100.00 175.00	0.00 175.00	100.00	100.00 175.00
TOTAL FINANCIAL & ADMINISTRATIVE	59,375.00	26,793.00	32,582.00	59,375.00
LEGAL COUNSEL				
District Counsel TOTAL DISTRICT COUNSEL	9,500.00 9,500.00	3,220.00 3,220.00	6,280.00 6,280.00	9,500.00 9,500.00
UTILITY SERVICES	9,500.00	3,220.00	0,200.00	9,500.00
Electric Utility Services - Streetlights	30,000.00	5,885.00	24,115.00	30,000.00
Electric Utility Services - All Others	1,500.00	512.00	988.00	1,500.00
TOTAL UTILITY SERVICES GARBAGE/SOLID WASTE SERVICES	31,500.00	6,397.00	25,103.00	31,500.00
Garbage Recreation Center	0.00	0.00	15,000.00	15,000.00
TOTAL GARBAGE/SOLID WASTE SERVICES	0.00	0.00	15,000.00	15,000.00
Stormwater Control Aquatic Maintenance	15,000.00	0.00	15,000.00	15,000.00
Rataining Wall Maintenance	5,000.00	0.00	5,000.00	5,000.00
Aquatic Plant Replacement	7,500.00	0.00	7,500.00	7,500.00
TOTAL STORMWATER CONTROL OTHER PHYSICAL ENVIRONMENT	27,500.00	0.00	27,500.00	27,500.00
Insurance - General Liability	3,200.00	2,750.00	2,750.00	5,500.00
Insurance -Property & Casualty	12,500.00	0.00	12,500.00	12,500.00
Landscape - Annuals	7,500.00	0.00	0.00	0.00
Landscape - Mulch Landscape Maintenance	7,500.00 130,000.00	0.00	0.00 32,000.00	0.00 47,553.00
Plant Replacement Program	5,000.00	0.00	0.00	0.00
Irrigation Maintenance	6,000.00	0.00	0.00	0.00
Entry & Walls Maintenance	1,500.00	0.00	1,000.00	1,000.00
Miscellaneous Services TOTAL OTHER PHYSICAL ENVIRONMENT	1,000.00 174,200.00	0.00	1,000.00 49,250.00	1,000.00 67,553.00
PARKS AND RECREATIONS	-/	,000.00		~/,000.00
Field Services	4,500.00	0.00	6,000.00	6,000.00
Dog Waste Station Service & Supplies	1,500.00	0.00	1,500.00	1,500.00
TOTAL PARKS AND RECREATIONS Reserves	6,000.00	0.00	7,500.00	7,500.00
Misc-Contingency	2,500.00	0.00	2,500.00	2,500.00
TOTAL MISC-CONTINGENCY	2,500.00	0.00	2,500.00	2,500.00
TOTAL EXPENDITURES	310,575.00	56,313.00	150,715.00	207,028.00
EXCESS OF REVENUES OVER/(UNDER) EXPENDITURES	0.00	4,021.00	4,021.00	0.00

^{***} EXCLUDES 2% HILLSBOROUGH COUNTY COLLECTION COST

^{***} EXCLUDES 4% EARLY PAYMENT DISCOUNT

COMMUNITY DEVELOPMENT DISTRICT

	Fiscal Year 2023 Proposed Operating Budget			Current Period Actuals 10/1/22 - 3/31/23		Projected Revenues & Expenditures 4/1/23 to 9/30/23		Total Actuals and Projections Through 9/30/23		cal Year 2024 Proposed erating Budget
REVENUES										
SPECIAL ASSESSMENTS - SERVICE CHARGES Operations & Maitenance Assessments - On Roll										
Operations & Maitenance Assessments - Off Roll		310,575.00		5,308.00		-		5,308.00		-
TOTAL SPECIAL ASSESSMENTS - SERVICE CHARGES	\$	310,575.00	\$	5,308.00	\$	-	\$	5,308.00	\$	-
Developer Contributions	-	_		49,734.00		146,694.00		196,428.00		390,335.07
TOTAL CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES	\$	-	\$	49,734.00	\$		\$	196,428.00	\$	390,335.07
MISC REVENUE										
Other Miscellaneous Revenues Clubhouse Rentals		-		-		-		-		-
Reimbursement for Legal Svcs		-		5,292.00		-		5,292.00		-
TOTAL MISC REVENUE	\$	-	\$	5,292.00	\$	-	\$	5,292.00	\$	-
TOTAL REVENUES	\$	310,575.00	\$	60,334.00	\$	146,694.00	\$	207,028.00	\$	390,335.07
EXPENDITURES										
SUPERVISOR FEES										
Supervisor Fees TOTAL CURPENVISOR FEES	\$	-	\$	1,600.00	•	-	φ.	1,600.00	Φ.	7,200.00
TOTAL SUPERVISOR FEES FINANCIAL & ADMINISTRATIVE	\$	<u> </u>	Þ	1,600.00	\$	<u> </u>	\$	1,600.00	\$	7,200.00
ProfServ-Dissemination Agent	•	1,250.00		-		1,250.00		1,250.00		1,250.00
ProfServ-Recording Secretary		1,600.00		1,200.00		400.00		1,600.00		1,600.00
District Engineer		9,500.00		-		9,500.00		9,500.00		5,400.00
Administrative Services Management & Accounting Services		3,000.00 4,000.00		2,250.00		750.00 4,000.00		3,000.00 4,000.00		4,000.00 4,000.00
District Manager		16,667.00		12,500.00		4,167.00		16,667.00		22,000.00
Accounting Services		9,500.00		4,500.00		5,000.00		9,500.00		9,500.00
Website Compliance		1,800.00		1,500.00		300.00		1,800.00		1,800.00
Postage, Phone, Faxes, Copies Rentals & Leases		500.00 500.00		43.00 300.00		457.00 200.00		500.00 500.00		500.00 500.00
Public Officials Insurance		2,500.00		2,250.00		250.00		2,500.00		2,500.00
Legal Advertising		3,500.00		407.00		3,093.00		3,500.00		2,500.00
Bank Fees		200.00		168.00		32.00		200.00		200.00
Financial & Revenue Collections Website Administration		2,333.00		600.00		1,733.00 1,000.00		2,333.00 1,600.00		1,000.00 1,600.00
Information Technology		1,600.00 400.00		300.00		1,000.00		400.00		500.00
Miscellaneous Expenses		250.00		-		250.00		250.00		250.00
Office Supplies		100.00		-		100.00		100.00		100.00
Dues, Licenses, Subscriptions TOTAL FINANCIAL & ADMINISTRATIVE	\$	175.00 59,375.00	ė	175.00 26,793.00	\$	32,582.00	\$	175.00 59,375.00	\$	175.00
LEGAL COUNSEL	۹	59,375.00	Ф	20,793.00	φ	32,582.00	φ	59,3/5.00	Ф	59,375.00
District Counsel		9,500.00		3,220.00		6,280.00		9,500.00		9,500.00
TOTAL DISTRICT COUNSEL	\$	9,500.00	\$	3,220.00	\$	6,280.00	\$	9,500.00	\$	9,500.00
UTILITY SERVICES Electric Utility Services - Streetlights		30,000.00		5,885.00		24,115.00		30,000.00		42,257.00
Electric Utility Services - All Others		1,500.00		512.00		988.00		1,500.00		1,500.00
TOTAL UTILITY SERVICES	\$	31,500.00	\$	6,397.00	\$	25,103.00	\$	31,500.00	\$	43,757.00
GARBAGE/SOLID WASTE SERVICES						15.000.00		15,000,00		
Garbage Recreation Center TOTAL GARBAGE/SOLID WASTE SERVICES	\$		\$		\$	15,000.00 15,000.00	\$	15,000.00 15,000.00	\$	
Stormwater Control	ľ		Ψ		Ψ	13,000.00	Ψ	13,000.00	Ψ	
Aquatic Maintenance		15,000.00		-		15,000.00		15,000.00		15,000.00
Rataining Wall Maintenance		5,000.00		-		5,000.00		5,000.00		5,000.00
Aquatic Plant Replacement TOTAL STORMWATER CONTROL	Ś	7,500.00 27,500.00	\$	-	ŝ	7,500.00 27,500.00	ŝ	7,500.00 27,500.00	ŝ	7,500.00 27,500.00
OTHER PHYSICAL ENVIRONMENT						=/,0		=/,0=====		
Insurance - General Liability		3,200.00		2,750.00		2,750.00		5,500.00		3,200.00
Insurance -Property & Casualty		12,500.00		-		12,500.00		12,500.00		12,500.00 7,500.00
Landscape - Annuals Landscape - Mulch		7,500.00 7,500.00		-		-		-		7,500.00
Landscape Maintenance		130,000.00		15,553.00		32,000.00		47,553.00		150,000.00
Plant Replacement Program		5,000.00		-		-		-		5,000.00
Irrigation Maintenance Entry & Walls Maintenance		6,000.00		-		-		-		6,000.00
Miscellaneous Services		1,500.00		-		1,000.00		1,000.00 1,000.00		1,500.00 15,000.00
TOTAL OTHER PHYSICAL ENVIRONMENT	\$	174,200.00	\$	18,303.00	\$		\$	67,553.00	\$	208,200.00
PARKS AND RECREATIONS										
Field Services		4,500.00		-		6,000.00		6,000.00		4,500.00
Dog Waste Station Service & Supplies TOTAL PARKS AND RECREATIONS	\$	1,500.00 6,000.00	\$	<u> </u>	\$	1,500.00 7 ,500.00	\$	1,500.00 7 ,500.00	\$	1,500.00 6,000.00
Reserves	φ	0,000.00	φ		Ψ	7,500.00	Ψ	/,500.00	φ	0,000.00
Misc-Contingency		2,500.00		<u> </u>		2,500.00		2,500.00		28,803.07
TOTAL MISC-CONTINGENCY	\$	2,500.00	\$	-	\$	2,500.00	\$	2,500.00	\$	28,803.07
TOTAL EXPENDITURES	\$	310,575.00	\$	56,313.00	\$	150,715.00	\$	207,028.00	\$	390,335.07
EXCESS OF REVENUES OVER/(UNDER) EXPENDITURES	\$		\$	4,021.00	\$	(4,021.00)	\$		\$	

^{***} EXCLUDES 2% HILLSBOROUGH COUNTY COLLECTION COST

^{***} EXCLUDES 4% EARLY PAYMENT DISCOUNT

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND 001

Financial & Administrative

District Manager

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

District Engineer

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

Disclosure Reporting

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

Trustees Fees

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

Auditing Services

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

Postage, Phone, Fax, Copies

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

Public Officials Insurance

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

Legal Advertising

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

Bank Fees

The District operates a checking account for expenditures and receipts.

Dues, Licenses & Fees

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

Miscellaneous Fees

To provide for unbudgeted administrative expenses.

Office Supplies

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

Website Administration

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

FISCAL YEAR 2024 APPROVED TENTATIVE BUDGET

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND 001

Legal Counsel

District Counsel

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

Electric Utility Services

Electric Utility Services

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

Other Physical Environment

Waterway Management System

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

Property & Casualty Insurance

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

Entry & Walls Maintenance

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

Landscape Maintenance

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

Miscellaneous Landscape

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

Plant Replacement Program

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

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND SERIES 2022-1

REVENUES	
CDD Debt Service Assessments	\$ 331,868
TOTAL REVENUES	\$ 331,868
EXPENDITURES	
Series 2022-1 May Bond Principal Payment	\$ 75,000
Series 2022-1 May Bond Interest Payment	\$ 129,296
Series 2022-1 November Bond Interest Payment	\$ 127,571
TOTAL EXPENDITURES	\$ 331,868
EXCESS OF REVENUES OVER EXPENDITURES	\$ -
ANALYSIS OF BONDS OUTSTANDING	
Bonds Outstanding - Period Ending 11/1/2023	\$ 4,935,000
Principal Payment Applied Toward Series 2022-1 Bonds	\$ 75,000
Bonds Outstanding - Period Ending 11/1/2024	\$ 4,860,000

FISCAL YEAR 2024 APPROVED TENTATIVE BUDGET

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND SERIES 2022-2

REVENUES	
CDD Debt Service Assessments	\$ 227,161
TOTAL REVENUES	\$ 227,161
EXPENDITURES	
Series 2022-2 May Bond Principal Payment	\$ 45,000
Series 2022-2 May Bond Interest Payment	\$ 91,615
Series 2022-2 November Bond Interest Payment	\$ 90,546
TOTAL EXPENDITURES	\$ 227,161
EXCESS OF REVENUES OVER EXPENDITURES	\$ -
ANALYSIS OF BONDS OUTSTANDING	
Bonds Outstanding - Period Ending 11/1/2023	\$ 3,365,000
Principal Payment Applied Toward Series 2022-2 Bonds	\$ 45,000
Bonds Outstanding - Period Ending 11/1/2024	\$ 3,320,000

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

FISCAL YEAR 2024 APPROVED TENTATIVE BUDGET

COMMUNITY DEVELOPMENT DISTRICT

			FIS	CAL YEAR	2023		FIS	SCAL YEAR	R 2024	
Lot Size	EAU Value	Unit Count	Debt Service Per Unit	O&M Per Unit (2)	FY 2023 Total Assessment (1)	Debt Service Per Unit	O&M Per Unit (2)	FY 2024 Total Assessment (1)	Annual Increase/(Decrease) in Assessments	% Change in Annual Assessments
ASSESSMENT AREA ONI	E - SERIES 2	2022-1 BONI	OS							
Single Family 54'	1.00	246	\$ 1,435.69	\$ 1,326.90	\$ 2,762.59	\$ 1,435.69	\$ 1,326.90	\$ 2,762.59	\$ (0.00)	0%
ASSESSMENT AREA TW	O - SERIES	2022-2 BON	DS							
Single Family 54' Platted	1.00	49	\$ 1,436.17	\$ -	\$ 1,436.17	\$ 1,436.17	\$ 1,326.90	\$ 2,763.07	\$ 1,326.90	92%
Single Family 54' Unplatted	1.00	123	\$ 1,436.17	\$ -	\$ 1,436.17	\$ 1,436.17	\$ 193.61	\$ 1,629.78	\$ 193.61	13%
Total		418								

Notations:

- (1)Annual assessments are adjusted for Pasco County collection fees and statutory discounts for early payment.
- (2) The unit count has been decreased by 3 units relative to the original plan of development, adjusting the total units allocated to the Assessment Area One, Series 2022-1 Bonds from 249 to 246 units.
- (3) Operations assessments for FY 2024 will be developer funded on actual expenses. Amounts listed are for informational purposes and reflect operations assessments once the community is complete based on the current budget.
- (4) Lots closed to end users and third party builders by the assessment roll due date will be onroll.

RESOLUTION 2023-08

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

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

WHEREAS, the District is located in Pasco County, Florida ("County");

WHEREAS, the Board of Supervisors of the District ("Board") hereby determines to undertake various activities described in the District's adopted budget for fiscal year 2023-2024 attached hereto as Exhibit A ("FY 2023-2024 Budget") and incorporated as a material part of this Resolution by this reference;

WHEREAS, the District must obtain sufficient funds to provide for the activities described in the FY 2023-2024 Budget;

WHEREAS, the provision of the activities described in the FY 2023-2024 Budget is a benefit to lands within the District;

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

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

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

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

WHEREAS, it is in the best interests of the District to proceed with the imposition, levy, and collection of the annually recurring operations and maintenance non-ad valorem special assessments on all assessable lands in the amount contained for each parcel's portion of the FY 2023-2024 Budget ("O&M Assessments");

WHEREAS, the Board desires to collect the annual installment for the previously levied debt service non-ad valorem special assessments ("**Debt Assessments**") in the amounts shown in the FY 2023-2024 Budget;

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

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

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

WHEREAS, M/I Homes of Tampa, LLC ("**Developer**"), as the developer of certain lands within the District, has agreed to fund (in addition to its portion of the O/M Assessments) a portion of the FY 2023-2024 Budget as shown in the revenues line item of the FY 2023-2024 Budget pursuant to a budget funding agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

- **Section 1. Benefit from Activities and O&M Assessments**. The provision of the activities described in the FY 2022-2023 Budget confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the O&M Assessments allocated to such lands. The allocation of the expenses of the activities to the specially benefited lands is shown in the FY 2022-2023 Budget and in the Assessment Roll.
- **Section 2. O&M Assessments Imposition**. Pursuant to Chapter 190, Florida Statutes and procedures authorized by Florida law for the levy and collection of special assessments, the O&M Assessments are hereby imposed and levied on benefited lands within the District in accordance with the FY 2023-2024 Budget and Assessment Roll. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.

Section 3. Collection and Enforcement of District Assessments.

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

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

b. Direct Bill for Certain Debt Assessments.

- i. The Debt Assessments on undeveloped and unplatted lands will be collected directly by the District in accordance with Florida law, as set forth in the Assessment Roll.
- ii. To the extent permitted by law, the Debt Assessments due may be paid in several partial, deferred payments and according to the following schedule:
 - 1. 50% due no later than October 1, 2023
 - 2. 25% due no later than February 1, 2024
 - 3. 25% due no later than April 1, 2024
- iii. In the event that a Debt Assessment payment is not made in accordance with the schedule stated above, the whole Debt Assessment including any remaining partial or deferred payments for Fiscal Year 2023-2024 as well as any future installments of the Debt Assessment shall immediately become due and payable. Such Debt Assessment shall accrue interest (at the applicable rate of any bonds or other debt instruments secured by the Debt Assessment), statutory penalties in the amount of 1% per month, and all costs of collection and enforcement. Such Debt Assessment shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement.
- iv. In the event a Debt Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, Florida Statutes or other applicable law to collect and enforce the whole assessment, as set forth herein.

c. Direct Bill for Certain O&M Assessments.

- i. The O&M Assessments on certain lands (as designated for direct collection in the Assessment Roll) will be collected directly by the District in accordance with Florida law, as set forth in the Assessment Roll.
- ii. O&M Assessments directly collected by the District are due in full on October 1, 2023; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule:
 - 1. 50% due no later than October 1, 2023
 - 2. 25% due no later than February 1, 2024
 - 3. 25% due no later than April 1, 2024
- iii. In the event that an O&M Assessment payment is not made in accordance with the schedule stated above, the whole O&M Assessment may immediately become due and payable. Such O&M Assessment shall accrue statutory penalties in the amount of 1% per month and all costs of collection and enforcement. Such O&M Assessment shall either be

- enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties and costs of collection and enforcement.
- d. **Future Collection Methods.** The decision to collect special assessments by any particular method e.g., on the tax roll or by direct bill does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.
- **Section 4.** Certification of Assessment Roll. The Assessment Roll is hereby certified and authorized to be transmitted to the Tax Collector.
- **Section 5. Assessment Roll Amendment**. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.
- **Section 6. Assessment Challenges.** The adoption of this Resolution shall be the final determination of all issues related to the O&M Assessments as it relates to property owners whose benefited property is subject to the O&M Assessments (including, but not limited to, the determination of special benefit and fair apportionment to the assessed property, the method of apportionment, the maximum rate of the O&M Assessments, and the levy, collection, and lien of the O&M Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 30 days from adoption date of this Resolution.
- Section 7. Procedural Irregularities. Any informality or irregularity in the proceedings in connection with the levy of the O&M Assessments shall not affect the validity of the same after the adoption of this Resolution, and any O&M Assessments as finally approved shall be competent and sufficient evidence that such O&M Assessment was duly levied, that the O&M Assessment was duly made and adopted, and that all other proceedings adequate to such O&M Assessment were duly had, taken, and performed as required.
- Section 8. Approving the Form of a Developer Funding Agreement with Developer. The Developer Funding Agreement between the District and Developer attached hereto as Exhibit B is hereby approved in substantial form. The Chair or the Vice-Chair of the Board are hereby authorized and directed to execute and deliver said agreement on behalf of and in the name of the District. The Secretary or any Assistant Secretary of the Board are hereby authorized to attest such execution. Any additions, deletions or modifications may be made and approved by the Chair or the Vice-Chair and their execution of the agreement shall be conclusive evidence of such approval.
- **Section 9. Severability**. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

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

Passed and Adopted on August 28, 2023.

Attested By:	Hilltop Point Community Development District
Print Name:	Print Name:
Secretary/Assistant Secretary	Chair/Vice Chair of the Board of Supervisors

Exhibit A: FY 2023-2024 Budget

Exhibit B: Form of Developer Funding Agreement with Developer

Exhibit "A" FY 2023-2024 Budget

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2024 APPROVED TENTATIVE BUDGET



July 26, 2023

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2024 APPROVED TENTATIVE BUDGET

TABLE OF CONTENTS

SECTION	<u>DESCRIPTION</u>	PAGE
I.	BUDGET INTRODUCTION	1
II.	FISCAL YEAR 2023 BUDGET ANALYSIS	2
III.	APPROVED TENTATIVE ANNUAL OPERATING BUDGET	3
IV.	GENERAL FUND 001 DESCRIPTIONS	4
V.	DEBT SERVICE FUND	6
VI.	SCHEDULE OF ANNUAL ASSESSMENTS	8

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

BUDGET INTRODUCTION

Background Information

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

The following report represents the District budget for Fiscal Year 2024, which begins on October 1, 2023. The District budget is organized by fund to segregate financial resources and ensure that the segregated resources are used for their intended purpose, and the District has established the following funds.

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

Facilities of the District

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

Maintenance of the Facilities

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

COMMUNITY DEVELOPMENT DISTRICT

	Fiscal Year 2023 Proposed Operating Budget	Current Period Actuals 10/1/22 - 3/31/23	Projected Revenues & Expenditures 4/1/23 to 9/30/23	Total Actuals and Projections Through 9/30/23
REVENUES				_
SPECIAL ASSESSMENTS - SERVICE CHARGES Operations & Maitenance Assessments - On Roll	0.00	0.00	0.00	0.00
Operations & Maitenance Assessments - Off Roll	310,575.00	5,308.00	0.00	5,308.00
TOTAL SPECIAL ASSESSMENTS - SERVICE CHARGES	310,575.00	5,308.00	0.00	5,308.00
Developer Contributions	0.00	49,734.00	146,694.00	196,428.00
TOTAL CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES MISC REVENUE	0.00	49,734.00	146,694.00	196,428.00
Other Miscellaneous Revenues Clubhouse Rentals	0.00	0.00	0.00	0.00
Reimbursement for Legal Svcs	0.00	5,292.00	0.00	5,292.00
TOTAL MISC REVENUE	0.00	5,292.00	0.00	5,292.00
TOTAL REVENUES	310,575.00	60,334.00	146,694.00	207,028.00
EXPENDITURES SUPERVISOR FEES				
SUPERVISOR FEES Supervisor Fees	0.00	1,600.00	0.00	1,600.00
TOTAL SUPERVISOR FEES	0.00	1,600.00	0.00	1,600.00
FINANCIAL & ADMINISTRATIVE ProfServ-Dissemination Agent	1,250.00	0.00	1,250.00	1,250.00
ProfServ-Recording Secretary	1,600.00	1,200.00	400.00	1,600.00
District Engineer	9,500.00	0.00	9,500.00	9,500.00
Administrative Services Management & Accounting Services	3,000.00 4,000.00	2,250.00 0.00	750.00 4,000.00	3,000.00 4,000.00
District Manager	16,667.00	12,500.00	4,167.00	16,667.00
Accounting Services	9,500.00	4,500.00	5,000.00	9,500.00
Website Compliance	1,800.00	1,500.00	300.00	1,800.00
Postage, Phone, Faxes, Copies Rentals & Leases	500.00 500.00	43.00 300.00	457.00 200.00	500.00 500.00
Public Officials Insurance	2,500.00	2,250.00	250.00	2,500.00
Legal Advertising	3,500.00	407.00	3,093.00	3,500.00
Bank Fees	200.00	168.00	32.00	200.00
Financial & Revenue Collections Website Administration	2,333.00	600.00	1,733.00	2,333.00
Information Technology	1,600.00 400.00	600.00 300.00	1,000.00 100.00	1,600.00 400.00
Miscellaneous Expenses	250.00	0.00	250.00	250.00
Office Supplies	100.00	0.00	100.00	100.00
Dues, Licenses, Subscriptions	175.00	175.00	0.00	175.00
TOTAL FINANCIAL & ADMINISTRATIVE LEGAL COUNSEL	59,375.00	26,793.00	32,582.00	59,375.00
District Counsel	9,500.00	3,220.00	6,280.00	9,500.00
TOTAL DISTRICT COUNSEL	9,500.00	3,220.00	6,280.00	9,500.00
UTILITY SERVICES Electric Utility Services - Streetlights	30,000.00	F 99F 00	24,115.00	00 000 00
Electric Utility Services - Streenights Electric Utility Services - All Others	1,500.00	5,885.00 512.00	988.00	30,000.00 1,500.00
TOTAL UTILITY SERVICES	31,500.00	6,397.00	25,103.00	31,500.00
GARBAGE/SOLID WASTE SERVICES				
Garbage Recreation Center TOTAL GARBAGE/SOLID WASTE SERVICES	0.00	0.00	15,000.00 15,000.00	15,000.00 15,000.00
Stormwater Control				
Aquatic Maintenance Rataining Wall Maintenance	15,000.00 5,000.00	0.00	15,000.00 5,000.00	15,000.00 5,000.00
Aquatic Plant Replacement	7,500.00	0.00	7,500.00	7,500.00
TOTAL STORMWATER CONTROL	27,500.00	0.00	27,500.00	27,500.00
OTHER PHYSICAL ENVIRONMENT				
Insurance - General Liability Insurance - Property & Casualty	3,200.00 12,500.00	2,750.00 0.00	2,750.00 12,500.00	5,500.00 12,500.00
Landscape - Annuals	7,500.00	0.00	0.00	0.00
Landscape - Mulch	7,500.00	0.00	0.00	0.00
Landscape Maintenance	130,000.00	15,553.00	32,000.00	47,553.00
Plant Replacement Program Irrigation Maintenance	5,000.00 6,000.00	0.00	0.00	0.00
Entry & Walls Maintenance	1,500.00	0.00	1,000.00	1,000.00
Miscellaneous Services	1,000.00	0.00	1,000.00	1,000.00
TOTAL OTHER PHYSICAL ENVIRONMENT	174,200.00	18,303.00	49,250.00	67,553.00
PARKS AND RECREATIONS			,	
Field Services Dog Waste Station Service & Supplies	4,500.00	0.00	6,000.00	6,000.00
Dog Waste Station Service & Supplies TOTAL PARKS AND RECREATIONS	1,500.00 6,000.00	0.00	1,500.00 7,500.00	1,500.00 7 ,500.00
Reserves	-,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,,,,,,,
Misc-Contingency	2,500.00	0.00	2,500.00	2,500.00
TOTAL MISC-CONTINGENCY	2,500.00	0.00	2,500.00	2,500.00
TOTAL EXPENDITURES	310,575.00	56,313.00	150,715.00	207,028.00
EXCESS OF REVENUES OVER/(UNDER) EXPENDITURES	0.00	4,021.00	4,021.00	0.00

^{***} EXCLUDES 2% HILLSBOROUGH COUNTY COLLECTION COST

^{***} EXCLUDES 4% EARLY PAYMENT DISCOUNT

COMMUNITY DEVELOPMENT DISTRICT

	Fiscal Year 2023 Proposed Operating Budget		Current Period Actuals 10/1/22 - 3/31/23		Projected Revenues & Expenditures 4/1/23 to 9/30/23		Total Actuals and Projections Through 9/30/23		Fiscal Year 2024 Proposed Operating Budget		
REVENUES											
SPECIAL ASSESSMENTS - SERVICE CHARGES Operations & Maitenance Assessments - On Roll	_										
Operations & Maitenance Assessments - Off Roll		310,575.00		5,308.00		-		5,308.00		-	
TOTAL SPECIAL ASSESSMENTS - SERVICE CHARGES	\$	310,575.00	\$	5,308.00	\$	-	\$	5,308.00	\$	-	
Developer Contributions	_			40.704.00		146,694.00		196,428.00		390,335.07	
TOTAL CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES	\$	-	\$	49,734.00 49,734.00	\$		\$	196,428.00	\$	390,335.07	
MISC REVENUE	_		Ψ	49,734.00	Ψ	140,094.00	Ψ.	190,4=0100	Ψ	390,333.07	
Other Miscellaneous Revenues		-		-		-		-		-	
Clubhouse Rentals Reimbursement for Legal Svcs		-		5,292.00		-		5,292.00		-	
TOTAL MISC REVENUE	\$	-	\$	5,292.00	\$	-	\$	5,292.00	\$	-	
TOTAL REVENUES	_		_		_						
TOTAL REVENUES	\$	310,575.00	\$	60,334.00	\$	146,694.00	\$	207,028.00	\$	390,335.07	
EXPENDITURES SUPERVISOR FEES											
Supervisor Fees		_		1,600.00		_		1,600.00		7,200.00	
TOTAL SUPERVISOR FEES	\$	-	\$	1,600.00	\$	-	\$	1,600.00	\$	7,200.00	
FINANCIAL & ADMINISTRATIVE											
ProfServ-Dissemination Agent		1,250.00		-		1,250.00		1,250.00		1,250.00	
ProfServ-Recording Secretary District Engineer		1,600.00 9,500.00		1,200.00		400.00 9,500.00		1,600.00 9,500.00		1,600.00 5,400.00	
Administrative Services		3,000.00		2,250.00		750.00		3,000.00		4,000.00	
Management & Accounting Services		4,000.00		-		4,000.00		4,000.00		4,000.00	
District Manager		16,667.00		12,500.00		4,167.00		16,667.00		22,000.00	
Accounting Services Website Compliance		9,500.00 1,800.00		4,500.00 1,500.00		5,000.00		9,500.00 1,800.00		9,500.00	
Postage, Phone, Faxes, Copies		500.00		43.00		457.00		500.00		500.00	
Rentals & Leases		500.00		300.00		200.00		500.00		500.00	
Public Officials Insurance		2,500.00		2,250.00		250.00		2,500.00		2,500.00	
Legal Advertising		3,500.00		407.00		3,093.00		3,500.00		2,500.00	
Bank Fees Financial & Revenue Collections		200.00 2,333.00		168.00		32.00 1,733.00		200.00 2,333.00		200.00 1,000.00	
Website Administration		1,600.00		600.00		1,000.00		1,600.00		1,600.00	
Information Technology		400.00		300.00		100.00		400.00		500.00	
Miscellaneous Expenses		250.00		-		250.00		250.00		250.00	
Office Supplies Dues, Licenses, Subscriptions		100.00 175.00		175.00		100.00		100.00 175.00		100.00 175.00	
TOTAL FINANCIAL & ADMINISTRATIVE	\$	59,375.00	\$	26,793.00	\$	32,582.00	\$	59,375.00	\$	59,375.00	
LEGAL COUNSEL		077070		,,,,,		<u> </u>		077070		077070	
District Counsel		9,500.00	_	3,220.00	_	6,280.00		9,500.00	_	9,500.00	
TOTAL DISTRICT COUNSEL UTILITY SERVICES	\$	9,500.00	\$	3,220.00	\$	6,280.00	\$	9,500.00	\$	9,500.00	
Electric Utility Services - Streetlights	_	30,000.00		5,885.00		24,115.00		30,000.00		42,257.00	
Electric Utility Services - All Others		1,500.00		512.00		988.00		1,500.00		1,500.00	
TOTAL UTILITY SERVICES	\$	31,500.00	\$	6,397.00	\$	25,103.00	\$	31,500.00	\$	43,757.00	
GARBAGE/SOLID WASTE SERVICES Garbage Recreation Center		_		_		15,000.00		15,000.00		_	
TOTAL GARBAGE/SOLID WASTE SERVICES	\$	-	\$	-	\$	15,000.00	\$	15,000.00	\$		
Stormwater Control											
Aquatic Maintenance		15,000.00		-		15,000.00		15,000.00		15,000.00	
Rataining Wall Maintenance Aquatic Plant Replacement		5,000.00 7,500.00		-		5,000.00 7,500.00		5,000.00 7,500.00		5,000.00 7,500.00	
TOTAL STORMWATER CONTROL	\$	27,500.00	\$	-	\$	27,500.00	\$	27,500.00	\$	27,500.00	
OTHER PHYSICAL ENVIRONMENT								.,-			
Insurance - General Liability		3,200.00		2,750.00		2,750.00		5,500.00		3,200.00	
Insurance -Property & Casualty Landscape - Annuals		12,500.00 7,500.00		-		12,500.00		12,500.00		12,500.00 7,500.00	
Landscape - Mulch		7,500.00		-		-		-		7,500.00	
Landscape Maintenance		130,000.00		15,553.00		32,000.00		47,553.00		150,000.00	
Plant Replacement Program		5,000.00		-		-		-		5,000.00	
Irrigation Maintenance Entry & Walls Maintenance		6,000.00		-		1,000.00		1,000.00		6,000.00 1,500.00	
Miscellaneous Services		1,500.00		-		1,000.00		1,000.00		15,000.00	
TOTAL OTHER PHYSICAL ENVIRONMENT	\$	174,200.00	\$	18,303.00	\$		\$	67,553.00	\$	208,200.00	
PARKS AND RECREATIONS											
Field Services		4,500.00		-		6,000.00		6,000.00		4,500.00	
Dog Waste Station Service & Supplies TOTAL PARKS AND RECREATIONS	ф	1,500.00	ė	-	ф	1,500.00	ф	1,500.00 7 ,500.00	ф	1,500.00 6,000.00	
Reserves	\$	6,000.00	\$		\$	7,500.00	\$	7,500.00	\$	0,000.00	
Misc-Contingency		2,500.00		-		2,500.00		2,500.00		28,803.07	
TOTAL MISC-CONTINGENCY	\$	2,500.00	\$	-	\$	2,500.00	\$	2,500.00	\$	28,803.07	
TOTAL EXPENDITURES	\$	310,575.00	\$	56,313.00	\$	150,715.00	\$	207,028.00	\$	390,335.07	
EXCESS OF REVENUES OVER/(UNDER) EXPENDITURES		310,5/5.00					_	20/,020.00		390,335.07	
EACESS OF REVENUES OVER/(UNDER) EXPENDITURES	\$	-	\$	4,021.00	\$	(4,021.00)	\$	-	\$	-	

^{***} EXCLUDES 2% HILLSBOROUGH COUNTY COLLECTION COST

^{***} EXCLUDES 4% EARLY PAYMENT DISCOUNT

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND 001

Financial & Administrative

District Manager

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

District Engineer

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

Disclosure Reporting

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

Trustees Fees

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

Auditing Services

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

Postage, Phone, Fax, Copies

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

Public Officials Insurance

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

Legal Advertising

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

Bank Fees

The District operates a checking account for expenditures and receipts.

Dues, Licenses & Fees

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

Miscellaneous Fees

To provide for unbudgeted administrative expenses.

Office Supplies

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

Website Administration

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

FISCAL YEAR 2024 APPROVED TENTATIVE BUDGET

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND 001

Legal Counsel

District Counsel

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

Electric Utility Services

Electric Utility Services

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

Other Physical Environment

Waterway Management System

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

Property & Casualty Insurance

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

Entry & Walls Maintenance

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

Landscape Maintenance

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

Miscellaneous Landscape

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

Plant Replacement Program

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

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND SERIES 2022-1

REVENUES	
CDD Debt Service Assessments	\$ 331,868
TOTAL REVENUES	\$ 331,868
EXPENDITURES	
Series 2022-1 May Bond Principal Payment	\$ 75,000
Series 2022-1 May Bond Interest Payment	\$ 129,296
Series 2022-1 November Bond Interest Payment	\$ 127,571
TOTAL EXPENDITURES	\$ 331,868
EXCESS OF REVENUES OVER EXPENDITURES	\$ -
ANALYSIS OF BONDS OUTSTANDING	
Bonds Outstanding - Period Ending 11/1/2023	\$ 4,935,000
Principal Payment Applied Toward Series 2022-1 Bonds	\$ 75,000
Bonds Outstanding - Period Ending 11/1/2024	\$ 4,860,000

FISCAL YEAR 2024 APPROVED TENTATIVE BUDGET

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND SERIES 2022-2

REVENUES	
CDD Debt Service Assessments	\$ 227,161
TOTAL REVENUES	\$ 227,161
EXPENDITURES	
Series 2022-2 May Bond Principal Payment	\$ 45,000
Series 2022-2 May Bond Interest Payment	\$ 91,615
Series 2022-2 November Bond Interest Payment	\$ 90,546
TOTAL EXPENDITURES	\$ 227,161
EXCESS OF REVENUES OVER EXPENDITURES	\$ -
ANALYSIS OF BONDS OUTSTANDING	
Bonds Outstanding - Period Ending 11/1/2023	\$ 3,365,000
Principal Payment Applied Toward Series 2022-2 Bonds	\$ 45,000
Bonds Outstanding - Period Ending 11/1/2024	\$ 3,320,000

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

FISCAL YEAR 2024 APPROVED TENTATIVE BUDGET

COMMUNITY DEVELOPMENT DISTRICT

			FISCAL YEAR 2023			FISCAL YEAR 2024					
Lot Size	EAU Value	Unit Count	Debt Service Per Unit	O&M Per Unit (2)	FY 2023 Total Assessment (1)	Debt Service Per Unit	O&M Per Unit (2)	FY 2024 Total Assessment (1)	Annual Increase/(Decrease) in Assessments	% Change in Annual Assessments	
ASSESSMENT AREA ONE - SERIES 2022-1 BONDS											
Single Family 54'	1.00	246	\$ 1,435.69	\$ 1,326.90	\$ 2,762.59	\$ 1,435.69	\$ 1,326.90	\$ 2,762.59	\$ (0.00)	0%	
ASSESSMENT AREA TWO - SERIES 2022-2 BONDS											
Single Family 54' Platted	1.00	49	\$ 1,436.17	\$ -	\$ 1,436.17	\$ 1,436.17	\$ 1,326.90	\$ 2,763.07	\$ 1,326.90	92%	
Single Family 54' Unplatted	1.00	123	\$ 1,436.17	\$ -	\$ 1,436.17	\$ 1,436.17	\$ 193.61	\$ 1,629.78	\$ 193.61	13%	
Total		418									

Notations:

- (1)Annual assessments are adjusted for Pasco County collection fees and statutory discounts for early payment.
- (2) The unit count has been decreased by 3 units relative to the original plan of development, adjusting the total units allocated to the Assessment Area One, Series 2022-1 Bonds from 249 to 246 units.
- (3) Operations assessments for FY 2024 will be developer funded on actual expenses. Amounts listed are for informational purposes and reflect operations assessments once the community is complete based on the current budget.
- (4) Lots closed to end users and third party builders by the assessment roll due date will be onroll.

Exhibit "B" Form of Developer Funding Agreement with Developer

Hilltop Point Community Development District Fiscal Year 2023/2024 Developer Funding Agreement

This Agreement is made and entered into this 28th day of July, 2023 by and between:

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

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

Recitals:

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

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

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

WHEREAS, the District is adopting its general fund budget for the Fiscal Year 2023-2024, which year commences on October 1, 2023, and concludes on September 30, 2024; and

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

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

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

is timely provided; and

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

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

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

- 1. The Developer agrees to make available to the District the monies necessary for the operation of the District based on actual expenditures of the District as called for in the budget attached hereto as Exhibit "A" (and as Exhibit "A" may be amended from time to time), within thirty (30) days of written request by the District. Amendments to the District's 2023-2024 Fiscal Year Budget as shown on Exhibit "A" adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. The funds provided under this Agreement shall be placed in the District's general checking account. These payments are made by the Developer in lieu of the collection of special assessments that might otherwise be collected by the District.
- 2. The District has found that the activities, operations and services set out in Exhibit "A" provide a special and peculiar benefit to the Property, which benefit is allocated as provided in the assessment roll attached hereto and incorporated herein as Exhibit "B". The Developer agrees that the activities, operations and services set forth in Exhibit "A" provide a special and peculiar benefit to the Property equal to or in excess of the costs set out in Exhibit "A", as allocated in Exhibit "B". Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, or in any resolution of the District regarding the imposition and collection of special assessments, the District, in its sole discretion, and upon failure of the Developer to make payment as provided for in this Agreement, may choose to certify for collection amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection on a future years tax roll and collected by the Hillsborough County Tax Collector, collected pursuant to a foreclosure action, or, at the District's discretion, collected in any other method authorized by law.
- 3. In the event the District is required to certify non-ad valorem special assessments for collection as a result of the Developer's failure to provide the funds as required under this Agreement, the amount of funds received by the District from Developer under this Agreement shall be credited pro-rata to all lands subject to special assessments in the manner provided in the District's assessment methodology of operation and maintenance.

- 4. District and Developer agree that the Budget shall be revised at the end of the fiscal year to reflect the actual expenditures for the District for the period beginning October 1, 2023 and ending September 30, 2024. Developer shall not be responsible for any costs other than those costs provided for in the Budget, as so amended.
- 5. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.
- 6. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law and each party has full power and authority to comply with the terms and provisions of this instrument.
- 7. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.
- 8. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer, and in the manner described in paragraph 2 above.
- 9. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.
- 10. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
- 11. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

- 12. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
- 13. This Agreement shall be effective after execution by both parties. The enforcement provisions of this Agreement shall survive its termination until all payments due under this Agreement are paid in full.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above. **Hilltop Point Community Development District** ATTEST: By: Name: Tatiana Pagan, as Chair, Board of Supervisors Hilltop Point CDD Secretary/Asst. Secretary WITNESSES: M/I Homes of Tampa, LLC, a Florida limited liability company By: _____ Name: Name: As: _____ Name: ____ **Exhibit A:** Fiscal Year 2023-2024 Budget

Fiscal Year 2023-2024 Operations and Maintenance Assessment Roll

Exhibit B:

Exhibit "A" Fiscal Year 2023-2024 Budget

Exhibit "B" Fiscal Year 2023-2024 Operations and Maintenance Assessment Roll

RESOLUTION 2023-09

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

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

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

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

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

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

<u>Section 1</u>. The annual public meeting schedule of the Board of Supervisors of the for the Fiscal Year 2024 attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with the requirements of Florida law.

Section 2. The District Manager is hereby directed to submit a copy of the Fiscal Year 2024 annual public meeting schedule to Pasco County and the Department of Economic Opportunity.

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

HILL TOD DOINT

PASSED AND ADOPTED THIS 28TH DAY OF JULY 2023

ATTEST:	HILLIOPPOINT
	COMMUNITY DEVELOPMENT
	DISTRICT
SECRETARY/ASSISTANT SECRETARY	CHAIR/ VICE-CHAIR

EXHIBIT A

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

FISCAL YEAR 2023/2024

October 27, 2023,	10:15 a.m.
November 17, 2023,	10:15 a.m
December 22, 2023,	10:15 a.m.
January 26, 2024,	10:15 a.m.
February 23, 2024,	10:15 a.m.
March 22, 2024,	10:15 a.m.
April 26, 2024,	10:15 a.m.
May 24, 2024,	10:15 a.m.
June 28, 2024,	10:15 a.m.
July 25, 2024,	10:15 a.m.
August 23, 2024,	10:15 a.m.
September 27, 2024,	10:15 a.m.

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

^{*}Meeting date subject to change due to the holiday.

This instrument should be returned after recording to:

Erin R. McCormick, Esq. 3314 Henderson Boulevard Suite 100D
Tampa, Florida 33609

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 28th day of July, 2023, by **HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, whose mailing address is: 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (the "Grantor"), in favor of the **City of Dade City, Florida**, a political subdivision of the State of Florida, whose mailing address is: 38020 Meridian Avenue, Dade City, Florida 33525 (the "Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, does hereby remise, release, convey and confirm to Grantee and Grantee's successors and assigns forever, the following real property situate, lying and being in Pasco County, Florida described on **Exhibit A** attached hereto and a part hereof (the "**Property**").

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor covenants with Grantee that Grantor is lawfully seized of the land in fee simple; that Grantor has good right and lawful authority to sell and convey the land; that Grantor will fully warrant the title to the land and will defend the same against the lawful claims of all persons whomsoever lawfully claiming or purporting to claim the same, or any part thereof, by through or under Grantor, but not otherwise; and that the land is free of all encumbrances except

for zoning and land use regulations, property taxes for the current year (if not yet due and payable), easements, covenants, restrictions and other matters of record.

THIS IS A CONVEYANCE OF PROPERTY TO THE CITY OF DADE CITY, FLORIDA, AS CONTEMPLATED BY THE PLAT. NO CONSIDERATION HAS BEEN DELIVERED FOR THIS TRANSFER, AND ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE.

TO HAVE AND TO HOLD the Property, together with the appurtenances including Easements, unto Grantee, its successors and assigns, in fee simple forever.

This conveyance is made subject to: (a) taxes for the year 2023 and subsequent years; (b) governmental requirements and restrictions (including, without limitation, zoning and land use ordinances); and (c) all easements, covenants, conditions, restrictions, reservations and other matters of record, including (without limitation) the Plat, and the rights and interests reserved to Grantor as "Owner" on said Plat,

Subject to the matters noted in this Deed, Grantor does hereby warrant title to the Property, and will defend the same against the lawful claims of all persons claiming by, through and under the Grantor, but against none other.

[Signature pages follow.]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed as of the date first above written.

WITNESSES:	HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes
	By:
Printed Name:	Printed Name:
	Title: Chair, Board of Supervisors
Printed Name:	"Grantor"
STATE OF FLORIDA COUNTY OF)
notarization, this 28th day of July, 20 Hilltop Point Community Developme	vledged before me by means of \square physical presence or \square online 023, by Tatiana Pagan, as Chair of the Board of Supervisors of ent District. She is personally known to me or \square has produced on or \square has produced (type of identification) as identification.
[AFFIX NOTARIAL SEAL]	NOTARY PUBLIC, STATE OF
	Print Name:

EXHIBIT A

Legal Description

Tracts LS-1 and LS-2 (Lift Station) as described in Hilltop Point Replat, according to the plat thereof recorded in Plat 88, Pages 99 through 106 of the Public Records of Pasco County, Florida.

BILL OF SALE

Hilltop Point Lift Station Facilities and Improvements and Water Supply Facilities and Improvements

KNOW ALL MEN BY THESE PRESENTS, that **Hilltop Point Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is: 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 ("Grantor"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt whereof is hereby acknowledged, to it paid by the **City of Dade City**, **Florida**, a political subdivision of the State of Florida, whose address is: 38020 Meridian Avenue, Dade City, Florida 33525 ("**Grantee**"), has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the Grantee, its successors and assigns, this 28th day of July, 2023, all right, title and interest of the Grantor, in and to the facilities, improvements and other property interests as described in the attached Exhibit "A" (the "Property"), to have and to hold for District's own use and benefit forever.

AND the Grantor does hereby covenant to and with the Grantee, its successors and assigns:

- 1. (i) Grantor is the lawful owners of the Property; (ii) the Property is free and clear of any liens and encumbrances and Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful clams and demands of all persons whosoever.
- 2. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.
- 3. Nothing herein shall be construed as a waiver of Grantor's limitations of liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[Signature page follows.]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed and delivered in its name on the date first set forth above.

Witnesses:	Hilltop Point Community Development District, a local unit of special-purpose government
Name:	By:
Name: (Print or Type Name)	Name: Title:
Name:	
Name: (Print or Type Name)	
STATE OF FLORIDA COUNTY OF PASCO	
or □ online notarization, this day Board of Supervisors of the Hilltop P	acknowledged before me by means of \square physical presence of, 2023, by Tatiana Pagan, as Chair of the coint Community Development District. She is personally of identification) as identification or \square has produced (type
	Signature of Notary
	Name:(Print/Type Name)
	Notary Public, State of Florida My Commission Expires:

48060027 v2 2

[AFFIX NOTARY SEAL OR STAMP]

EXHIBIT "A"

Description of Improvements and Additional Rights

All Water Supply facilities, Sewer and Wastewater facilities, as identified in the Master Report of the District Engineer, dated April 22, 2022, as depicted on the following plans:

1. Development Order for Hilltop Point Estates and final site and construction plans per the letter dated 3/3/2021.

Notwithstanding the above, Improvements include (but are not limited to) to the following:

Phase 1 Utilities: All wastewater and potable water facilities from the point of delivery or connection to the point of delivery or connections, including but not limited to all lines, pipes, structures, fittings, valves, services, tees, pumps, laterals, lift stations, manholes, equipment, and appurtenances thereto, for the development of Hilltop Point Phase 1, as set forth in the Hilltop Point Replat, recorded in Plat Book 88, Pages 99 through 106 of the Official Records of Pasco County, Florida. This Bill of Sale excludes any improvements, including the transmission line, installed pursuant to the Declaration of Easements and Covenants entered into between Country Air Estates Homeowners Association, Inc. and Hilltop Point LLC dated December 16, 2020 and recorded in OR Book 10242, Page 208 of the Official Records of Pasco County, Florida.

Additional Rights: All of the right, title, interest and benefit of the Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the foregoing work product, improvements and facilities.

48060027 v2 3

AGREEMENT FOR DISTRICT ENGINEERING SERVICES

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

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

STANTEC CONSULTING SERVICES INC., a Florida corporation, with a mailing address of 777 S. Harbour Island Boulevard, Suite 600, Tampa, FL 33602 ("Engineer").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, (the "Act"), as amended; and

WHEREAS, pursuant to the Act, the District was established for the purpose of planning, financing, constructing acquiring, and/or maintaining certain infrastructure improvements and services within the District; and

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

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

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

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

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

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

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

General Engineering Services:

- **A.** Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors ("Board");
- **B.** Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks;
- **C.** Providing professional engineering services including, but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects.
- **D.** Any other items requested by the Board.

General Services Related to Construction

- **A.** Periodic visits to the site, of full-time construction management of District projects, as directed by the District.
- **B.** Processing of contractor pay estimates.
- C. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
- **D.** Final inspection and requested certificates for construction, including the final certificate of construction.
- E. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
- **F.** Any other activity related to construction as authorized by the Board.

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

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

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

- **C.** It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District; and
- **D.** It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

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

SECTION 5. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each. Work Authorization. Services rendered by Engineer under this Agreement shall not exceed the amounts specifically authorized by each written Work Authorization. One of the following methods will be utilized:

- A. Lump Sum Amount The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.
- **B.** Hourly Personnel Rates For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates, the District and Engineer shall use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific Work Authorization.

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

- **A.** Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and in accordance with the District's travel policy.
- **B.** Expense of reproduction, postage, and handling of drawings and specifications.
- **SECTION 7. TERM OF AGREEMENT.** It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated in accordance with its terms.
- **SECTION 8. SPECIAL CONSULTANTS.** When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

Section 9. Books and Records/Audit. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement. Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four (4) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of Engineer involving transactions related to this Agreement. Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) four years after the expenditure of all funds under this Agreement; or (c) the public record retention period established by the District's records retention policy, whichever is later. Notwithstanding the foregoing, the District's right to inspect, copy and audit shall not extend to the composition of the Engineer's rates and fees, percentage mark-ups or multipliers, but shall apply only to their application to the applicable units.

Section 10. Ownership of Documents.

- **A.** Upon full payment of all monies owed to the Engineer, all rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- **B.** Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product, upon full payment of all monies owed to the Engineer. Engineer shall retain copies of the Work Product for its permanent records,

provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs. The District agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the District or any person or entity that obtains the Work Product from or through the District.

SECTION 11. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. Notwithstanding the foregoing, the District's right to inspect, copy and audit shall not extend to the composition of the Engineer's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

SECTION 12. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to the District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

SECTION 13. ESTIMATE OF COST. Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, its opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by it. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the

District will be considered additional services and justify additional fees.

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

Workers' Compensation	Statutory
General Liability	
Bodily Injury	\$1,000,000/\$2,000,000
(including Contractual)	
Property Damage	\$1,000,000/\$2,000,000
(including Contractual)	
Products and Completed	
Operations	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Automobile Liability Combined Single Limit \$1,000,0 Bodily Injury / Property Damage (including all vehicles owned, lease hired, and non-owned vehicles, covering all Work performed under this Agreement)	
Professional Liability for	
Errors and Omissions	\$1,000,000

- A. All insurance policies secured by Engineer pursuant to the terms of this Agreement shall be written on an "occurrence" basis to the extent permitted by law.
- B. The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.
 - **SECTION 15. CONTINGENT FEE.** Engineer warrants that it has not employed or retained any

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

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

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

Section 18. Indemnification. Engineer agrees, to the fullest extent permitted by law, to indemnify, and hold harmless the District and the District's officers, supervisors, and staff, (the "Indemnitees"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, but only to the extent caused by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done under this Agreement, including, without limitation, the Engineer's contractors, subcontractors, and sub-subcontractors. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the greater of the insurance limits set forth herein or One Million Dollars and no/Cents (\$1,000,000.00) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, Florida Statutes, or other law, and other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. In the event that any indemnification, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the

Indemnitees.

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

Public Records. Engineer understands and agrees that all documents of any SECTION 19. kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, Florida Statutes. Among other requirements and to the extent applicable by law, Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, hereinafter defined, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement term and following this Agreement term if Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Engineer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Engineer acknowledges that the designated Public Records Custodian for the District is Jill Burns.

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

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

A. If to the District: Cobblestone Community

Development District c/o Inframark, LLC

2005 Pan Am Circle, Suite 300 Wesley Chapel, FL 33607

Attn: District Manager

With a copy to: Erin McCormick Law, PA 3314

Henderson Boulevard, Suite 100D

Tampa, FL 33609 Attn: Erin McCormick

B. If to Engineer: Stantec Consulting Services Inc.

777 S. Harbour Island Blvd, Suite 600

Tampa, FL 33602

Attn: Tonja Stewart, P.E.

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

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

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

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

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

- **SECTION 22. CONTROLLING LAW.** The parties agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue shall exclusively be in the court of appropriate jurisdiction, in and for Pasco County, Florida.
- **SECTION 23. ASSIGNMENT.** Neither the District nor Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to Section 8 herein.
- **SECTION 24. NO THIRD-PARTY BENEFITS.** Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.
- **SECTION 25. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- **SECTION 26. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- **SECTION 27. TERMINATION.** The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as Engineer receives notification of the intent of the District to terminate this Agreement, Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, Engineer shall not be entitled to consequential damages of any kind (including, but not limited to, lost profits), but instead Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets the District may have against the Engineer.
- **SECTION 28. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- **SECTION 29.** AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an amendment to this Agreement, in writing, which is executed by both of the parties hereto and formally approved by the Board.
 - **SECTION 30. AGREEMENT.** This Agreement reflects the negotiated agreement of the parties,

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

SECTION 31. INDEPENDENT CONTRACTOR. The District and Engineer agree and acknowledge that Engineer shall serve as an independent contractor of the District. Neither Engineer nor employees of Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of Engineer, if any, in the performance of this Agreement. Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District, and Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

SECTION 32. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

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

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT		
Chairperson, Board of Supervisors		
STANTEC CONSULTING SERVICES, INC.		
Ву:		
Name:		
As:		

Exhibit A:

Schedule of Rates

EXHIIBIT A

[Insert Schedule of Rates]



SCHEDULE OF FEES

Effective January 1, 2022

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

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

MINUTES OF MEETING HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors for Hilltop Point Community Development District was held on Friday, June 23, 2023, at 10:15 a.m. at the SpringHill Suites by Marriott Tampa Suncoast Parkway located at 16615 Crosspointe Run, Land O'Lakes, FL 34638.

Present and constituting a quorum were:

Tatiana PaganChairStephen BennettVice-ChairLee ThompsonSupervisor

John Blakley Supervisor (via conference call)

Betty Valenti Supervisor

Also present were:

Bryan Radcliff District Manager

Erin McCormick District Counsel & Registered Agent

Gary Schwartz District Field Manager

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

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment on Agenda Items

There being no public comments, the next item followed.

THIRD ORDER OF BUSINESS

Vendor Staff Reports

- A. District Counsel
- **B.** District Engineer

i. Community Inspection Reports

Mr. Radcliff provided his District Manager's report to the Board. Items discussed were the status of additional fence repairs, letter sent to the neighbor regarding the burnt fence and the cancellation of a TECO account.

There being no additional reports, the next item followed.

FOURTH ORDER OF BUSINESS

Business Items

A. Discussion of Towing Policy

The Board agreed to able the discussion regarding the parking/towing policy until further notice.

UNAPPROVED

B. Consideration of Resolution 2023-06; Approving Preliminary Assessment Schedule & Setting Public Hearing

The Board reviewed the FY 2024 Preliminary Assessment Schedule.

On MOTION by Mr. Thompson seconded by Mr. Bennett with all in favor Resolution 2023-06, approving the preliminary assessment schedule & setting the public hearing for July 28, 2023, at 10:15 A.M., was adopted. 5-0

C. Discussion of Ratification of District Engineering Agreement

Ms. McCormick reviewed with the Board the amended District Engineering Agreement status and confirmed that it will be available at the next meeting for Ratification.

D. General Matters of the District

There were no additional general matters of the District.

FIFTH ORDER OF BUSINESS

Consent Agenda

- A. Consideration of Regular Meeting Minutes of May 26, 2023
- B. Consideration of Operation and Maintenance Expenditures May 2023
- C. Review of Financial Statements Month Ending May 31, 2023

The Board reviewed the consent agenda and corrections were made to the minutes as well as the late charge from TECO.

On MOTION by Ms. Pagan seconded by Ms. Valenti with all in favor the Consent Agenda items A through C were approved with the amendments discussed above. 5-0

SIXTH ORDER OF BUSINESS

Board Members Comments

Mr. Pagan requested a follow up on changing utility accounts from MI Homes to the District.

SEVENTH ORDER OF BUSINESS

Public Comments

There being no public comments, the next item followed.

EIGHTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Thompson seconded by Ms. Pagan with all	in
favor the meeting was adjourned at 11:06 A.M.	

Bryan Radcliff	Tatiana Pagan
Assistant Secretary	Chairperson

HILLTOP POINT CDD

Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
INFRAMARK LLC	96871	\$3,718.08		DISTRICT INVOICE JUNE 2023
Monthly Contract Subtotal		\$3,718.08		
Variable Contract				
BETTY VALENTI	BV 062323	\$200.00		SUPERVISOR FEE 06/23/23
JOHN C. BLAKLEY	JB 062323	\$200.00		SUPERVISOR FEE 06/23/23
LEE R. THOMPSON	LT 062323	\$200.00		SUPERVISOR FEE 06/23/23
Variable Contract Subtotal		\$600.00		
Utilities				
TAMPA ELECTRIC	221008683908 053023	\$22.31		ELECTRICITY SERVICES 04/25/23-05/23/23
TAMPA ELECTRIC	221008701015 053023	\$1,900.12		ELECTRICITY SERVICES 04/25/23-05/23/23
TAMPA ELECTRIC	221008717680 053023	\$26.15		ELECTRICITY SERVICES 04/25/23-05/23/23
TAMPA ELECTRIC	221008717698 053023	\$31.63	\$1,980.21	ELECTRICITY SERVICES 04/25/23-05/23/23
Utilities Subtotal		\$1,980.21		
Regular Services				
ERIN MCCORMICK LAW PA	10665	\$3,479.63		GENERAL CONSULTING - PROFESSIONAL SERVICES
MIKE FASANO TAX COLLECTOR	061223	\$58.26		POSTAGE ASSESSMENT
TAMPA BAY TIMES	320570 062123	\$1,049.50		O&M ASSESSMENT
TAMPA BAY TIMES	320570 062823	\$122.00	\$1,171.50	BUDGET HEARING
Regular Services Subtotal		\$4,709.39		
Additional Services		\$0.00		
Additional Services Subtotal		\$0.00		
TOTAL		\$11,007.68		

HILLTOP POINT CDD
Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description

Approved (with any necessary revisions noted):

Signature:

Title (Check one):

[] Chariman [] Vice Chariman [] Assistant Secretary



INVOICE

2002 West Grand Parkway North Suite 100 Katy, TX 77449

BILL TO

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

Services provided for the Month of: June 2023

#96871

CUSTOMER ID C2413

PO#

DATE
6/23/2023
NET TERMS
Net 30
DUE DATE

7/23/2023

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Administration	1	Ea	375.00		375.00
District Management	1	Ea	2,083.33		2,083.33
Accounting Services	1	Ea	750.00		750.00
Financial & Revenue Collection	1	Ea	100.00		100.00
Recording Secretary	1	Ea	200.00		200.00
Technology/Data Storage	1	Ea	50.00		50.00
Website Maintenance / Admin	1	Ea	100.00		100.00
Rental & Leases	1	Ea	50.00		50.00
B/W Copies	2	Ea	0.20		0.40
Postage	11	Ea	0.85		9.35
Subtotal					3,718.08

\$3,718.08	Subtotal
\$0.00	Тах
\$3,718.08	Total Due

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

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

To pay via ACH or Wire, please refer to our banking information below:
Account Name: INFRAMARK, LLC
ACH - Bank Routing Number: 111000614 / Account Number: 912593196
Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

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

Hilltop Point CDD
MEETING DATE: June 23, 2023
DMS Staff Signature

BRYAN RAXLEFF

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Tatiana Pagan		Salary Accepted	\$200
Stephen Bennett		Salar Lacepted	\$200
John Blakley	(HONE)	Salary Accepted	\$200
Lee Thompson		Salary Accepted	\$200
Betty Valenti		Salary Accepted	\$200

BV 062323

Hilltop Point CDD
MEETING DATE: June 23, 2023
DMS Staff Signature

BLYAN	RAXL277
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SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Tatiana Pagan		Salary Accepted	\$200
Stephen Bennett		Salar Accepted	\$200
John Blakley	(HONE)	Salary Accepted	\$200
Lee Thompson		Salary Accepted	\$200
Betty Valenti		Salary Accepted	\$200

Hilltop Point CDD
MEETING DATE: June 23, 2023
DMS Staff Signature

BLYAN RAXLEFF

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Tatiana Pagan		Salary Accepted	\$200
Stephen Bennett		Sala Lacepted	\$200
John Blakley	(HONE)	Salary Accepted	\$200
Lee Thompson		Salary Accepted	\$200
Betty Valenti		Salary Accepted	\$200

LT 062323



HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

12373 CARL LOOP, PUMP DADE CITY, FL 33525-6051 Statement Date: May 30, 2023

Amount Due: \$22.31

Due Date: June 20, 2023 **Account #:** 221008683908



Account Summary

Payment(s) Received Since Last Statement	-\$24.6
Current Month's Charges	\$22.3

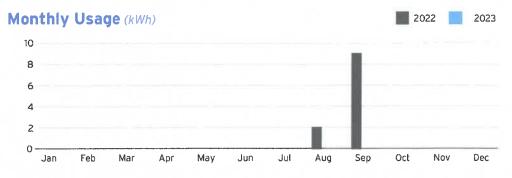
Amount not paid by due date may be assessed a late payment charge and an additional deposit.



JUN 5 2023



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Account #: 221008683908 Due Date: June 20, 2023

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Amount Due: \$22.31

Payment Amount: \$_____

688420784158

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT 2005 PAN AM CIR, STE 300 TAMPA, FL 33607-6008

Mail payment to: TECO P.O. BOX 31318 TAMPA, FL 33631-3318



Service For: 12373 CARL LOOP PUMP, DADE CITY, FL 33525-6051

Account #: 221008683908 Statement Date: May 30, 2023 Charges Due: June 20, 2023

Meter Read

Service Period: Apr 25, 2023 - May 23, 2023

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	Previous Reading	8	Total Used	Multiplier	Billing Period
1000871451	05/23/2023	11	11		O kWh	1	29 Days

Charge Details



Total Current Month's Charges

\$22.31

Avg kWh Used Per Day

	May 2023
kWh	0 kWh
0.025	O LARE
0.05	
0.075	
0.1	

Important Messages

Be prepared this storm season. Visit your county's emergency management website to determine your flood zone, your hurricane evacuation zone, get flood depth data, flood insurance information or help with property flood protection.

Help for those with special needs. Emergency authorities can assist with

arranging transportation or finding a shelter for those with special needs. A statewide registry provides county health departments and emergency management agencies with information to prepare and respond to disasters. Visit FloridaDisaster.org to learn more.

More clean energy to you. Tampa Electric has reduced its use of coal by 94% over the past 20 years and has cut its carbon footprint in half. This is all made possible through investments in technology that help us use more solar and cleaner,

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Ways To Pay Your Bill



Bank Draft

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payments via checking or savings account.

Credit or Debit Card



Toll Free: 866-689-6469



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Find list of

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All Other Correspondences:

Tampa Electric P.O. Box 111 Tampa, FL 33601-0111

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Online:

TampaElectric.com

Phone:

Commercial Customer Care: 866-832-6249

Residential Customer Care: 813-223-0800 (Hillsborough) 863-299-0800 (Polk County)

888-223-0800 (All Other Counties)

7-1-1 Power Outage: 877-588-1010 Energy-Saving Programs:

Hearing Impaired/TTY:

813-275-3909

using KUBRA EZ-Pay at TECOaccount.com. Convenience fee will be charged.

Pay by credit Card

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HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

38375 CLINTON AVE DADE CITY, FL 33525 Statement Date: May 30, 2023

Amount Due: \$1,515.90

Due Date: June 20, 2023 **Account #:** 221008701015

Account Summary



Current Service Period: April 25, 2023 - May 23, 2023	
Previous Amount Due	\$3,568.73
Payment(s) Received Since Last Statement	-\$3,952.95
Credit balance after payments and credits	-\$384.22
Current Month's Charges	\$1,900.12
Amount Due by June 20, 2023	\$1,515.90

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

Received

JUN 5 2023



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If you see a downed power line, move a safe distance away and call 911.

Visit TampaElectric.com/Safety for more safety tips.

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To ensure prompt credit, please return stub portion of this bill with your payment.

Account #: 221008701015 **Due Date:** June 20, 2023

9

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HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT 2005 PAN AM CIR, STE 300 TAMPA, FL 33607-6008 Amount Due: \$1,515.90

Payment Amount: \$_____

Mail payment to: TECO P.O. BOX 31318 TAMPA, FL 33631-3318



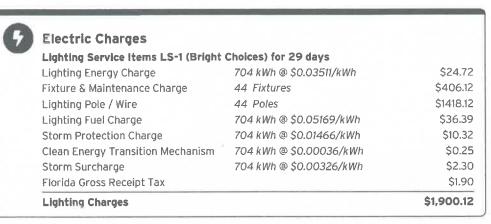
Service For: 38375 CLINTON AVE DADE CITY, FL 33525

Account #: 221008701015 Statement Date: May 30, 2023 Charges Due: June 20, 2023

Service Period: Apr 25, 2023 - May 23, 2023

Rate Schedule: Lighting Service

Charge Details



Total Current Month's Charges

\$1,900.12

Important Messages

Be prepared this storm season. Visit your county's emergency management website to determine your flood zone, your hurricane evacuation zone, get flood depth data, flood insurance information or help with property flood protection.

Help for those with special needs.

Emergency authorities can assist with arranging transportation or finding a shelter for those with special needs. A statewide registry provides county health departments and emergency management agencies with information to prepare and respond to disasters. Visit **FloridaDisaster.org** to learn more.

More clean energy to you. Tampa Electric has reduced its use of coal by 94% over the past 20 years and has cut its carbon footprint in half. This is all made possible through investments in technology that help us use more solar and cleaner, domestically produced natural gas to produce electricity. Today, Tampa Electric is the state's top producer of solar energy per customer. In 2022, our solar plants saved customers approximately \$78 million in fuel costs. Learn more at TampaElectric.com/ SolarSavingsForYou. Our diverse fuel mix for the 12-month period ending Mar. 2023 includes Natural Gas 78%, Purchased Power 10%, Solar 7% and Coal 5%.

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Ways To Pay Your Bill



Bank Draft

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Phone

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Tampa Electric P.O. Box 111 Tampa, FL 33601-0111

Contact Us

Online:

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Phone:

Commercial Customer Care: 866-832-6249

Residential Customer Care:

813-223-0800 (Hillsborough) 863-299-0800 (Polk County) 888-223-0800 (All Other Counties) Hearing Impaired/TTY:

7-1-1

Power Outage: 877-588-1010

Energy-Saving Programs:

813-275-3909

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12142 FARRIER DR, LFT STAT DADE CITY, FL 33525 Statement Date: May 30, 2023

Amount Due: \$26.15

Due Date: June 20, 2023 **Account #:** 221008717680

Account Summary



Previous Amount Due	\$28.85
Payment(s) Received Since Last Statement	-\$28.85
Current Month's Charges	\$26.15

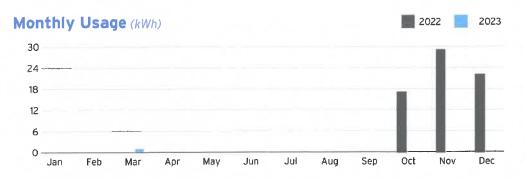
Amount not paid by due date may be assessed a late payment charge and an additional deposit.

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To ensure prompt credit, please return stub portion of this bill with your payment.

Account #: 221008717680 Due Date: June 20, 2023

AN EMERA COMPANY

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Amount Due: \$26.15

Payment Amount: \$

688420784160

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT 2005 PAN AM CIR, STE 300 TAMPA, FL 33607-6008

Mail payment to: TECO P.O. BOX 31318 TAMPA, FL 33631-3318



Service For:

12142 FARRIER DR LFT STAT, DADE CITY, FL 33525

Account #: 221008717680 Statement Date: May 30, 2023 Charges Due: June 20, 2023

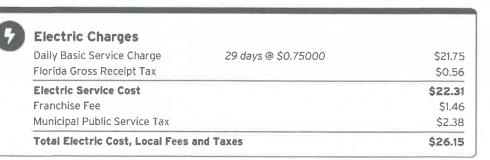
Meter Read

Service Period: Apr 25, 2023 - May 23, 2023

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	€).	Previous Reading	#	Total Used	Multiplier	Billing Period
1000809852	05/23/2023	69		69		0 kWh	1	29 Days

Charge Details



Total Current Month's Charges

\$26.15

Avg kWh Used Per Day



Important Messages

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All Other

Correspondences: Tampa Electric

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888-223-0800 (All Other Counties)

Hearing Impaired/TTY: 7-1-1

Power Outage: 877-588-1010

Energy-Saving Programs: 813-275-3909



Credit or Debit Card

Pay by credit Card using KUBRA EZ-Pay at TECOaccount.com. Convenience fee will be charged.



Phone Toll Free:

866-689-6469



12433 HILLTOP FARMS DR, LFT STAT DADE CITY, FL 33525 Statement Date: May 30, 2023

Amount Due: \$31.63

Due Date: June 20, 2023 **Account #:** 221008717698

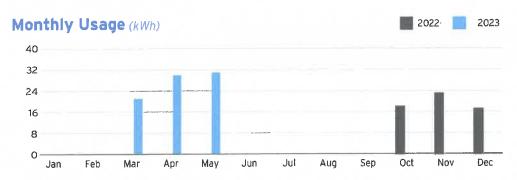
Account Summary

Previous Amount Due	\$34.17
Payment(s) Received Since Last Statement	-\$34.17
Current Month's Charges	\$31.63
Amount Due by June 20, 2023	\$31.63

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



JUN 5 200



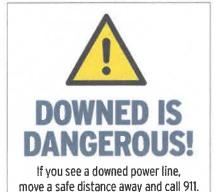
Your Energy Insight



Your average daily kWh used was 11.11% higher than it was in your previous period.



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Visit TampaElectric.com/Safety for more safety tips.

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HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT 2005 PAN AM CIR, STE 300 TAMPA, FL 33607-6008

Amount Due: \$31.63

Payment Amount: \$______

688420784161

Account #: 221008717698

Due Date: June 20, 2023

Mail payment to: TECO P.O. BOX 31318 TAMPA, FL 33631-3318



Service For:

12433 HILLTOP FARMS DR LFT STAT, DADE CITY, FL 33525 Account #: 221008717698 Statement Date: May 30, 2023 Charges Due: June 20, 2023

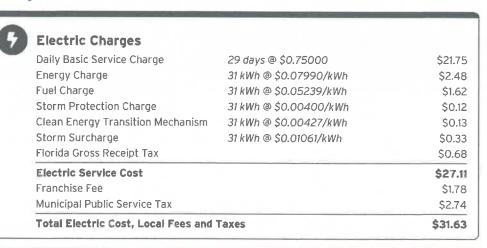
Meter Read

Service Period: Apr 25, 2023 - May 23, 2023

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	Previous Reading	Total Used	Multiplier	Billing Period
1000809854	05/23/2023	140	109	31 kWh	1	29 Days

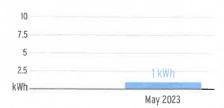
Charge Details



Total Current Month's Charges

\$31.63

Avg kWh Used Per Day



Important Messages

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P.O. Box 31318 Tampa, FL 33631-3318 Mail your payment in the enclosed envelope.



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Tampa, FL 33601-0111

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7-1-1

Power Outage: 877-588-1010

Energy-Saving Programs:

813-275-3909



Credit or Debit Card

Pay by credit Card using KUBRA EZ-Pav at TECOaccount.com. Convenience fee will

be charged.



Phone Toll Free:



Erin McCormick, Esq.

Hilltop Point CDD Brittany Crutchfield 2005 Pan Am Circle Suite 300 Tampa, FL 33607 Email: districtinvoices@inframark.com; teresa.farlow@inframark.com

Invoice Date	Invoice Number
06/05/2023	10665
Terms	Service Through

Date	Ву	Services	Hours	Amount
05/03/2023	Erin R McCormick	Review of email from Bryan Radcliff regarding Agreement with mobile home park and respond;	0.10	\$ 38.50
05/07/2023	Erin R McCormick	Review of email from Stephen Bennett and respond to Bryan Radcliff and Stephen Bennett [CLIENT COURTESY - NO CHARGE]	0.10	\$ 0.00
05/08/2023	Erin R McCormick	Review of emails from Bryan Radcliff and Stephen Bennett; review of email from Bryan Radcliff regarding parking/towing policy for the District and respond;	0.30	\$ 115.50
05/09/2023	Erin R McCormick	Review of email from Bryan Radcliff regarding parking policy and respond; Review of Towing Authorization Licensing Agreement used for Watergrass and email to Bryan Radcliff regarding above; email to Bryan Radcliff regarding rulemaking and resolution documents; review of email from Bryan Radcliff regarding necessity for public hearing on towing and respond;	0.70	\$ 269.50
05/19/2023	Erin R McCormick	Review of Agenda for upcoming meeting; email to Bryan Radcliff regarding above and assessments and budget	0.20	\$ 77.00
05/22/2023	Erin R McCormick	Review of parking policy procedures and research regarding above; review of IRS Revenue Procedure 2017-13	1.00	\$ 385.00
05/23/2023	Erin R McCormick	Review of Community Association guidelines for parking and towing; review of proposed budget; email Bryan Radcliff regarding information needed for budget and assessment hearings; telephone conference with Tatiana Pagan regarding towing policy; further telephone conference with Bryan Radcliff regarding above; review of proposed Budget and Assessments; telephone conference with Bryan Radcliff regarding above and transmit email; prepare Resolution adopting proposed Budget and setting public hearing; transmit Resolution to Inframark team;	2.00	\$ 770.00
05/24/2023	Erin R McCormick	Review of revised proposed budget and email from Bryan Radcliff; telephone conference with Brian Lamb regarding timing of true-up payment; review of True-Up Agreement, highlight same and email to Brian Lamb and Zeep Panaseny; emails to Bryan Radcliff regarding notices for O&M Assessments;	0.70	\$ 269.50

05/25/2023	Erin R McCormick	Review of Notices of Public Hearing for O&M Assessments; multiple emails with Bryan Radcliff regarding above; review of revised Budget documents; telephone conference with Bryan Radcliff; email to Bryan Radcliff regarding notice to property owner; telephone conference with Zeep Panaseny regarding multiple issues related to bonds; email to Bryan Radcliff; review of revised Budget Assessment Roll; prepare for Board of Supervisors meeting	1.80	\$ 693.00
05/26/2023	Erin R McCormick	Prepare for, travel to and attend Board of Supervisors meeting	1.70	\$ 654.50
05/30/2023	Erin R McCormick	Review of email from Bryan Radcliff regarding follow up items from CDD meeting and prepare responses regarding docs needed for assessment hearing, transmittal of budget and Developer Funding Agreement; review of email from Monica Alvarez and transmittal letter for budget, transmitted to Pasco County; email to Monica Alvarez regarding transmittal of budget to City of Dade City;	0.50	\$ 192.50
05/31/2023	Erin R McCormick	Review of email from Bryan Radcliff; review of email and letter from Monica Alvarez regarding transmittal of budget to the City of Dade City and respond; [CLIENT COURTESY - NO CHARGE]	0.30	\$ 0.00

In Reference To: General Representation (Expenses)							
Date	Ву	Expenses	Amount				
03/24/2023	Erin R McCormick	Mileage and tolls to and from Board of Supervisors meeting	\$ 14.63				

Total Hours	9.40 hrs
Total Work	\$ 3,465.00
Total Expenses	\$ 14.63
Total Invoice Amount	\$ 3,479.63
Previous Balance	\$ 1,593.13
5/10/2023 Payment - Check Split Payment	(\$423.50)
5/30/2023 Payment - Check Split Payment	(\$1,169.63)
Balance (Amount Due)	\$ 3,479.63

o: 813.579.2653 | erin@emccormicklaw.com |





Received

JUN 1 5 2023

June 12, 2023

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

Wile Farm

Re: Hilltop Point CDD Postage Assessment

Pursuant to F.S. 197.3632, this letter will serve as invoice for \$58.26 for cost of collection of the Hilltop Point CDD Postage Assessment for the 2022 Tax Year.

Should you have any questions, please feel free to contact my office.

Best wishes,

Mike Fasano Tax Collector

MF/mg



Times Publishing Company
DEPT 3396
PO BOX 123396
DALLAS, TX 75312-3396
Toll Free Phone: 1 (877) 321-7355
Fed Tax ID 59-0482470

ADVERTISING INVOICE

Advertising Run Dates		Advertiser Name				
06/21/23	HILLTOP CDE)				
Billing Date	Sale	s Rep	Customer Account			
06/21/2023	Deirdre Bonett		320570			
Total Amount D	ue	Ad Number				
\$1,049.50		0000291083				

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
06/21/23	06/21/23	0000291083	Times	Legals CLS	O&M Assessments	1	4x10.25 IN	\$1,045 _. 50
06/21/23	06/21/23	0000291083	Tampabay.com	Legals CLS	O&M Assessments AffidavitMaterial	1	4x10.25 IN	\$0.00 \$4.00
								- 1
			:				(e	
						*3		

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Tampa Bay Times tampabay.com

DEPT 3396 PO BOX 123396 DALLAS, TX 75312-3396 Toll Free Phone: 1 (877) 321-7355

ADVERTISING INVOICE

Thank you for your business.

 Advertising Run Dates
 Advertiser Name

 06/21/23
 HILLTOP CDD

 Billing Date
 Sales Rep
 Customer Account

 06/21/2023
 Deirdre Bonett
 320570

 Total Amount Due
 Ad Number

 \$1,049.50
 0000291083

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REMIT TO:

Times Publishing Company DEPT 3396 PO BOX 123396 DALLAS, TX 75312-3396

HILLTOP CDD C/O MERITUS 2005 PAN AM CIRCLE, SUITE 300 TAMPA, FL 33607

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: 6/21/23 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.



Sworn to and subscribed before me this .06/21/2023

Personally known or produced identification

Type of identification produced



LEGAL NOTICE LEGAL NOTICE

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 July 28, 2023, 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 2023-2024 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 bryan.radcliff@inframark.com 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.

	FISCAL YEAR 2023						FISCAL YEAR 2024			
Lot Size	EAU Value	Unit Count	Debt Service Per Unit	O&M Per Unit (1)	FY 2023 Total Assessment (1)	Debt Service Per Umit	O&M Per Unit (2)	FY 2024 Total Assessment (1)	Amsual Increase/(Decrease) in Assessments	94 Change in Annual Assessments
ASSESSMENT AREA ONE	- SERIES	2022-1 BON	DS							
Single Family 54'	1.00	246	\$ 1,435.69	\$ 1,326.90	\$ 2,762.59	\$ 1,435.69	\$ 1,326.90	\$ 2,762.59	\$ (0.00)	0%
ASSESSMENT AREA TWO	O-SERIES	2022-2 BON	NDS							
Single Family 54' Platted	1.00	49	\$ 1,436.17	\$ -	\$ 1,436.17	\$ 1,436.17	\$ 1,326.90	\$ 2,763.07	\$ 1,326.90	92%
Single Family 54' Unplatted	1.00	123	\$ 1,436.17	S -	\$ 1,436.17	\$ 1,436.17	\$ 193.61	\$ 1,629.78	\$ 193.61	13%
Total		418								

Notations:

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

- (2) The unit count has been decreased by 3 units relative to the original plan of development, adjusting the total units allocated to the Assessment Area One. Series 2022-1 Bonds from 249 to 246 units
- (3) Operations assessments for FY 2024 will be developer funded on actual expenses. Amounts listed are for informational purposes and reflect operations assessments once the community is complete based on the current budget.
- (4) Lots closed to end users and third party builders by the assessment roll due date will be onroll

The O&M Assessments (in addition to debt assessments, if any) will appear on November 2023 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.

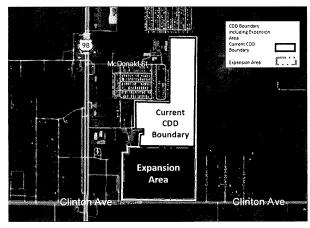
The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. They may be continued to a date, time, and place to be specified on the record at the hearing or meeting. There may be occasions when staff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

Bryan Radcliff District Manager



0000291083-01



Times Publishing Company
DEPT 3396
PO BOX 123396
DALLAS, TX 75312-3396
Toll Free Phone: 1 (877) 321-7355
Fed Tax ID 59-0482470

ADVERTISING INVOICE

Advertising Run Dates		Advertiser Name			
06/28/23	HILLTOP CDE)			
Billing Date	Sale	s Rep	Customer Account		
06/28/2023	Deirdre Bonett		320570		
Total Amount	Due		Ad Number		
\$122.00)		0000291086		

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
06/28/23	06/28/23	0000291086	Times	Legals CLS	Budget Hearing	1	2x51 L	\$120.00
06/28/23	06/28/23	0000291086	Tampabay.com	Legals CLS	Budget Hearing AffidavitMaterial	1	2x51 L	\$0.00 \$2,00
		·						
								7, 47,
		:						

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

Tampa Bay Times

DEPT 3396 PO BOX 123396 DALLAS, TX 75312-3396 Toll Free Phone: 1 (877) 321-7355

ADVERTISING INVOICE

Thank you for your business.

Advertising Run Dates	Advertiser Name					
06/28/23	HILLTOP CDD					
Billing Date	Sales	Rep	Customer Account			
06/28/2023	Deirdre Bonett		32	0570		
Total Amount Du	e	Ad Number				
\$122.00			0000291086			

DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYBLE TO:

TIMES PUBLISHING COMPANY

REMIT TO:

Times Publishing Company DEPT 3396 PO BOX 123396 DALLAS, TX 75312-3396

HILLTOP CDD C/O MERITUS 2005 PAN AM CIRCLE, SUITE 300 TAMPA, FL 33607 0000291086-01

Tampa Bay Times Published Daily

STATE OF FLORIDA COUNTY OF Pasco

Before the undersigned authority personally appeared **Deirdre Bonett** who on path says that he/she is **Legal Advertising Representative** of the **Tampa Bay Fimes** 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: Budget Hearing** was published in said newspaper by print in the issues of: **5/28/23** 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 .06/28/2023

Signature of Matary Public

D 11 1

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 July 28, 2023, 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 2023-2024 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 bryan.radcliff@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.

Bryan Radcliff District Manager

 $_{\rm SS}$

Run Date: June 28, 2023

0000291086

Hilltop Point Community Development District

Financial Statements (Unaudited)

Period Ending June 30, 2023

Prepared by:



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

Balance Sheet

As of June 30, 2023 (In Whole Numbers)

							SE	RIES 2022-1	S	ERIES 2022-2		
	_			RIES 2022-1		RIES 2022-2		CAPITAL		CAPITAL		
ACCOUNT DESCRIPTION		ENERAL FUND	DEI	FUND	DE	BT SERVICE FUND		PROJECT FUND		PROJECT FUND		TOTAL
		TOND		TOND		TOND	_	TOND	_	TOND		TOTAL
<u>ASSETS</u>												
Cash - Operating Account	\$	4,201	\$	-	\$	-	\$	-	\$	-	\$	4,201
Due From Other Funds		-		-		-		104,817		164,904		269,721
Investments:												
Acquisition & Construction Account		-		-		-		4,380		1,369,781		1,374,161
Capitalized Interest Account		-		-		-		-		91,655		91,655
Reserve Fund		-		168,019		116,100		-		-		284,119
Revenue Fund		-		130,338		-		-		-		130,338
TOTAL ASSETS	\$	4,201	\$	298,357	\$	116,100	\$	109,197	\$	1,626,340	\$	2,154,195
LIABILITIES Accounts Payable	\$	22,360	\$	_	\$	_	\$	_	\$	_	\$	22,360
Due To Other Funds	Ψ	115	Ψ	104,702	Ψ	164,904	Ψ		Ψ		Ψ	269,721
TOTAL LIABILITIES		22,475		104,702		164,904						292,081
FUND BALANCES Restricted for:												
Debt Service		-		193,655		-		-		-		193,655
Capital Projects		-		-		-		109,197		1,626,340		1,735,537
Unassigned:		(18,274)		-		(48,804)		-		-		(67,078)
TOTAL FUND BALANCES		(18,274)		193,655		(48,804)		109,197		1,626,340		1,862,114
TOTAL LIABILITIES & FUND BALANCES	\$	4,201	\$	298,357	\$	116,100	\$	109,197	\$	1,626,340	\$	2,154,195

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending June 30, 2023 General Fund (001) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Special Assmnts- CDD Collected	310,575	18,338	(292,237)	5.90%
Developer Contribution	-	65,856	65,856	0.00%
Reimbursement for Legal Svcs	-	5,292	5,292	0.00%
Other Miscellaneous Revenues	-	50	50	0.00%
TOTAL REVENUES	310,575	89,536	(221,039)	28.83%
<u>EXPENDITURES</u>				
<u>Administration</u>				
Supervisor Fees	-	3,400	(3,400)	0.00%
ProfServ-Dissemination Agent	1,250	-	1,250	0.00%
ProfServ-Recording Secretary	1,600	1,800	(200)	112.50%
District Counsel	9,500	7,869	1,631	82.83%
District Engineer	9,500	-	9,500	0.00%
Administrative Services	3,000	3,375	(375)	112.50%
Management & Accounting Services	4,000	-	4,000	0.00%
District Manager	16,667	18,750	(2,083)	112.50%
Accounting Services	9,500	6,750	2,750	71.05%
Website Compliance	1,800	1,500	300	83.33%
Postage, Phone, Faxes, Copies	500	59	441	11.80%
Rentals & Leases	500	450	50	90.00%
Public Officials Insurance	2,500	2,250	250	90.00%
Legal Advertising	3,500	1,578	1,922	45.09%
Bank Fees	200	237	(37)	118.50%
Financial & Revenue Collections	2,333	958	1,375	41.06%
Website Administration	1,600	900	700	56.25%
Information Technology	400	450	(50)	112.50%
Miscellaneous Expenses	250	150	100	60.00%
Office Supplies	100	-	100	0.00%
Dues, Licenses, Subscriptions	175	175		100.00%
Total Administration	68,875	50,651	18,224	73.54%
Electric Utility Services				
Electricity - Utility Ops	1,500	709	791	47.27%
Electricity - Streetlights	30,000	11,633	18,367	38.78%
Total Electric Utility Services	31,500	12,342	19,158	39.18%
Stormwater Control				
R&M-Boundary Walls/Fences/Monuments	15,000	-	15,000	0.00%
Landscape- Storm Clean Up & Tree Removal	5,000	-	5,000	0.00%
Aquatic Maintenance	7,500	<u>-</u>	7,500	0.00%

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending June 30, 2023 General Fund (001) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
Total Stormwater Control	27,500	<u>-</u> _	27,500	0.00%
Other Physical Environment				
Insurance - General Liability	3,200	2,750	450	85.94%
Insurance -Property & Casualty	12,500	-	12,500	0.00%
Landscape - Annuals	7,500	-	7,500	0.00%
Landscape - Mulch	7,500	-	7,500	0.00%
Landscape Maintenance	130,000	22,615	107,385	17.40%
Plant Replacement Program	5,000	-	5,000	0.00%
Irrigation Maintenance	6,000	-	6,000	0.00%
Entry & Walls Maintenance	1,500	-	1,500	0.00%
Miscellaneous Services	1,000	263	737	26.30%
Total Other Physical Environment	174,200	25,628	148,572	14.71%
Parks and Recreations				
Field Services	4,500	-	4,500	0.00%
Dog Waste Station Service & Supplies	1,500	<u> </u>	1,500	0.00%
Total Parks and Recreations	6,000		6,000	0.00%
Contingency				
Misc-Contingency	2,500	-	2,500	0.00%
Total Contingency	2,500	-	2,500	0.00%
TOTAL EXPENDITURES	310,575	88,621	221,954	28.53%
Excess (deficiency) of revenues				
Over (under) expenditures		915	915	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)		(19,189)		
FUND BALANCE, ENDING		\$ (18,274)		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending June 30, 2023 Series 2022-1 Debt Service Fund (201) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE		E VARIANCE (FAV(UNFAV		YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES						
Interest - Investments	\$ -	\$	8	\$	8	0.00%
Special Assmnts- Tax Collector	-		336,467		336,467	0.00%
Special Assmnts- CDD Collected	335,318		=		(335,318)	0.00%
TOTAL REVENUES	335,318		336,475		1,157	100.35%
<u>EXPENDITURES</u>						
Debt Service						
Principal Debt Retirement	131,021		75,000		56,021	57.24%
Interest Expense	204,297		235,838		(31,541)	115.44%
Total Debt Service	335,318		310,838		24,480	92.70%
TOTAL EXPENDITURES	335,318		310,838		24,480	92.70%
Excess (deficiency) of revenues						
Over (under) expenditures			25,637		25,637	0.00%
OTHER FINANCING SOURCES (USES)						
Operating Transfers-Out	-		(1)		(1)	0.00%
TOTAL FINANCING SOURCES (USES)	-		(1)		(1)	0.00%
Net change in fund balance	\$ -	\$	25,636	\$	25,636	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)			168,019			
FUND BALANCE, ENDING		\$	193,655			

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending June 30, 2023 Series 2022-2 Debt Service Fund (202) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	 YEAR TO DATE ACTUAL		ARIANCE (\$) AV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Interest - Investments	\$ -	\$ 4	\$	4	0.00%
TOTAL REVENUES	-	4		4	0.00%
EXPENDITURES					
Debt Service					
Interest Expense		 164,907		(164,907)	0.00%
Total Debt Service		 164,907		(164,907)	0.00%
_					
TOTAL EXPENDITURES	-	164,907		(164,907)	0.00%
Excess (deficiency) of revenues					
Over (under) expenditures		 (164,903)		(164,903)	0.00%
OTHER FINANCING SOURCES (USES)					
Operating Transfers-Out	-	(1)		(1)	0.00%
TOTAL FINANCING SOURCES (USES)	-	(1)		(1)	0.00%
Net change in fund balance	\$ -	\$ (164,904)	\$	(164,904)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)		116,100			
FUND BALANCE, ENDING		\$ (48,804)			

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending June 30, 2023 Series 2022-1 Capital Project Fund (301) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET		YEAR TO DATE ACTUAL		VARIANCE (\$) FAV(UNFAV)		YTD ACTUAL AS A % OF ADOPTED BUD	
REVENUES								
Interest - Investments	\$	-	\$	1	\$	1	0.00%	
TOTAL REVENUES		-		1		1	0.00%	
<u>EXPENDITURES</u>								
TOTAL EXPENDITURES		-		-		-	0.00%	
Excess (deficiency) of revenues								
Over (under) expenditures				1		1	0.00%	
OTHER FINANCING SOURCES (USES)								
Interfund Transfer - In		-		1		1	0.00%	
TOTAL FINANCING SOURCES (USES)		-		1		1	0.00%	
Net change in fund balance	\$	-	\$	2	\$	2	0.00%	
FUND BALANCE, BEGINNING (OCT 1, 2022)				109,195				
FUND BALANCE, ENDING			\$	109,197				

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending June 30, 2023 Series 2022-2 Capital Project Fund (302) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET		AR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Interest - Investments	\$ -	\$	62	\$ 62	0.00%
TOTAL REVENUES	-		62	62	0.00%
<u>EXPENDITURES</u>					
<u>Administration</u>					
District Counsel	-		15,192	(15,192)	0.00%
Total Administration	-		15,192	(15,192)	0.00%
Construction In Progress					
Construction in Progress	_		6,625	(6,625)	0.00%
Total Construction In Progress	-		6,625	(6,625)	
•			·		
TOTAL EXPENDITURES	-		21,817	(21,817)	0.00%
Excess (deficiency) of revenues					
Over (under) expenditures	-		(21,755)	(21,755)	0.00%
OTHER FINANCING SOURCES (USES)		-			
					0.000/
Interfund Transfer - In	-		1	1	0.00%
TOTAL FINANCING SOURCES (USES)	-		1	1	0.00%
Net change in fund balance	\$ -	\$	(21,754)	\$ (21,754)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)			1,648,094		
FUND BALANCE, ENDING		\$	1,626,340		

HILLTOP POINT CDD

Bank Reconciliation

Bank Account No. 4088 TRUIST- GF OPERATING

 Statement No.
 06-23

 Statement Date
 6/30/2023

ment Balance 6	01.37 Stat	4,201.37	G/L Balance (LCY)
ling Deposits	01.37 Outsta	4,201.37	G/L Balance
	0.00	0.00	Positive Adjustments
Subtotal 6			
nding Checks 2	01.37 Outst	4,201.37	Subtotal
Differences	0.00	0.00	Negative Adjustments
ding Balance 4)1.37 E	4,201.37	Ending G/L Balance

Difference 0.00

Posting Date	Document Type	Document No.	Description		Amount	Cleared Amount	Difference
Checks							
10/1/2022		JE000019	Outstanding check# 1013; Ballantrae		50.00	50.00	0.00
5/2/2023	Payment	1068	BETTY VALENTI		200.00	200.00	0.00
6/15/2023	Payment	1075	BETTY VALENTI		200.00	200.00	0.00
6/15/2023	Payment	1076	INFRAMARK LLC		7,418.37	7,418.37	0.00
6/15/2023	Payment	1077	JOHN C. BLAKLEY		200.00	200.00	0.00
6/15/2023	Payment	1078	LEE R. THOMPSON		200.00	200.00	0.00
6/15/2023	Payment	1079	YELLOWSTONE LANDSCAPE		4,708.00	4,708.00	0.00
6/22/2023	Payment	1080	TAMPA ELECTRIC		1,980.21	1,980.21	0.00
6/22/2023	Payment	1081	YELLOWSTONE LANDSCAPE		2,354.00	2,354.00	0.00
6/21/2023		JE000134	Bank Fees		26.88	26.88	0.00
Total Checl	ks				17,337.46	17,337.46	0.00
Deposits							
6/9/2023		JE000099	CK#131620####### - Dev Fund 030823	G/L	16,121.61	16,121.61	0.00
6/26/2023		JE000119	CK######### - TECO Final Bill Refund	G/L	41.98	41.98	0.00
6/27/2023		JE000120	CK#33062#### - Off Roll O&M	G/L	1,326.90	1,326.90	0.00
6/27/2023		JE000121	CK#33062#### - Off Roll O&M	G/L	1,326.90	1,326.90	0.00
Total Depos	sits				18,817.39	18,817.39	0.00
Outstandir	ng Checks						
6/29/2023	Payment	1082	MIKE FASANO TAX COLLECTOR		58.26	0.00	58.26
6/29/2023	Payment	1083	YELLOWSTONE LANDSCAPE		2,354.00	0.00	2,354.00
Total	Outstanding	Checks			2,412.26		2,412.26



HILLTOP POINT. CDD 7/22/23, 3:54 PM

Yellowstone.

Saturday, July 22, 2023

Prepared For Board Of Supervisors.

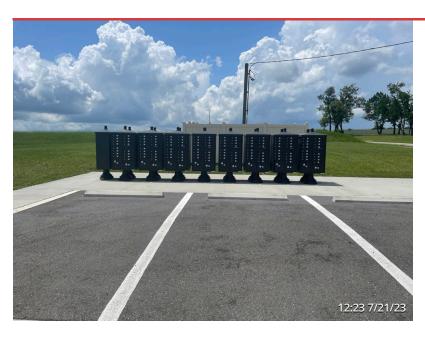
21 Issues Identified



PINDO DRIVE.

Assigned To Yellowstone

The Hilltop Point entrance is clean & looks good.



PINDO DRIVE.

Assigned To Yellowstone.

The mailbox station and parking lot is clean & looks good.



PINDO & BARREL DRIVE

Assigned To Yellowstone.

The area is well-maintained.



BARRELL DRIVE.

Assigned To Yellowstone.

The CDD property is well maintained. There are areas of dead turf next to the sidewalk.



BARREL & HILLTOP FARMS DRIVE.

Assigned To Yellowstone.

The area is well maintained.



BARREL DRIVE.

Assigned To Yellowstone

Remove the tree suckers & send an estimate to remove the dead tree.



BARRELL DRIVE.

Assigned To MI Homes.

There is a torn & missing banner.



BARREL DRIVE.

Assigned To Yellowstone.

The perimeter fence line looks good.



HILLTOP FARMS DRIVE.

Assigned To MI Homes.

Construction progress.



HILLTOP FARMS DRIVE.

Assigned To Yellowstone.

The South pond bank is well maintained.



HILLTOP POINT.

Assigned To Bryan.

Broken fence. I repaired the fence. Yellow is scheduled to remove the overgrowth on the fence today.



HILLTOP POINT.

Assigned To Bryan

The perimeter fence was repaired.



HILLTOP FARMS DRIVE.

Assigned To Bryan.

The broken fence is scheduled to be repaired. Located behind 12474 Hilltop Farms Drive.



HILLTOP FARMS DRIVE.

Assigned To Bryan.

Close-up of the broken fence.



HILLTOP FARMS DRIVE

Assigned To Yellowstone.

The palm bank is well-maintained.



NW PERIMETER FENCE.

Assigned To Yellowstone.

Yellowstone is scheduled to trim the fence-line & remove the fenceline tree overgrowth today.



NW PERIMETER FENCE-LINE.

Assigned To Yellowstone

Yellowstone is scheduled to service this area.



HILLTOP FARMS DRIVE.

Assigned To Yellowstone.

Yellowstone will service the pump station today.



FARRIER DRIVE.

Assigned To Yellowstone

The pond bank is well-maintained.
All ponds are heavily receded.



PALOMINO DRIVE.

Assigned To Yellowstone

The electrical station is clean and looks good.



FARRIER & PALOMINO DRIVE.

Assigned To Yellowstone.

Yellowstone will be servicing this area today.