

***HAWKS POINT
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Board Package

***Board of Supervisors
Regular Meeting***

***Tuesday
November 19, 2019
6:30 p.m.***

***Hawks Point Clubhouse
1223 Oak Pond Street
Ruskin, Florida 33570***

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

Hawks Point Community Development District

Board of Supervisors
Hawks Point Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Hawks Point Community Development District is scheduled for **Tuesday, November 19, 2019 at 6:30 p.m.** at the **Hawks Point Clubhouse, 1223 Oak Pond Street, Ruskin, FL 33570.**

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The balance of the agenda is routine in nature. Staff will present their reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Ray Lotito
District Manager

Cc: Attorney
Engineer
District Records

District: **HAWKS POINT COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Tuesday, November 19, 2019

Time: 6:30 PM

Location: Hawks Point Clubhouse
1223 Oak Pond Street
Ruskin, Florida 33570

Dial-in Number: 515-603-4904

Guest Access Code: 434537#

Agenda

I. Roll Call

II. Audience Comments – (limited to 3 minutes per individual)

III. Landscape & Pond Maintenance Reports

A. LMP Landscape & Irrigation Monthly Report *To be Distributed*

B. Pond Maintenance Report-Stantec *To be Distributed*

IV. Administrative Matters-Consent Agenda

A. Consideration and Approval of Minutes of the October 15, 2019 Meeting Exhibit 1

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

C. Ratification of SiteMasters Townhome Yard Drain Discharge Invoice - \$600.00 Exhibit 3

V. Business Matters

A. New Business

1. Consideration & Approval of Flatwoods Environmental Plant Removal Agreement Exhibit 4

2. Consideration & Approval of the Seconded Addendum to Landscape Maintenance Agreement with LMP Exhibit 5

3. Consideration of LMP Replacement of Decoders at Zones 73, 74, 75, & 76 Proposal - \$829.08 Exhibit 6

B. Old Business

1. None

VI. Staff Reports

- A. District Manager
- B. District Attorney
- C. District Engineer

VII. Supervisors Requests

VIII. Audience Comments – New Business – *(limited to 3 minutes per individual for non-agenda items)*

IX. Adjournment

EXHIBIT 1

**MINUTES OF MEETING
HAWKS POINT
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Hawks Point Community Development District was held on Tuesday, October 15, 2019 at 6:30 p.m. at Hawks Point Clubhouse, 1223 Oak Pond Street, Ruskin, Florida 33570.

FIRST ORDER OF BUSINESS – Roll Call

Mr. Lotito called the meeting to order and conducted roll call.

Present and constituting a quorum were:

Sherri Keene	Board Supervisor, Vice Chairwoman
William Hathaway	Board Supervisor, Assistant Secretary
Karen O'Brien	Board Supervisor, Assistant Secretary
Andrew Heron	Board Supervisor, Assistant Secretary

Also present were:

Raymond Lotito	District Manager, DPFM Management & Consulting
Jorge Perez	Stantec
Mitch Moore	Stantec

The following is a summary of the discussions and actions taken at the October 15, 2019 Hawks Point CDD Board of Supervisors Regular Meeting.

SECOND ORDER OF BUSINESS – Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS – Landscape & Pond Maintenance Reports

A. Exhibit 1: LMP Landscape & Irrigation Monthly Report

B. Exhibit 2: Pond Maintenance Report – Stantec

FOURTH ORDER OF BUSINESS – Administrative Matters - Consent Agenda

A. Exhibit 3: Consideration and Approval of Minutes of the September 17, 2019 Meeting

B. Exhibit 4: Acceptance of the Unaudited September 2019 Financial Statements

On a MOTION by Mr. Hathaway, SECONDED by Ms. Keene, WITH ALL IN FAVOR, the Board approved Consent Agenda Items A&B for the Hawks Point Community Development District.

FIFTH ORDER OF BUSINESS – Business Matters

A. New Business

1. Consideration of Proposals for Ivory Goose Place Cutback

➤ Exhibit 5: Flatwoods Environmental Proposal #11 - \$3,965.00

On a MOTION by Mr. Hathaway, SECONDED by Ms. O'Brien, WITH ALL IN FAVOR, the Board approved the Flatwoods Environmental Proposal #11 in the amount of \$3,965.00 for the Hawks Point Community Development District.

2. Exhibit 7: Consideration and Approval of LMP Proposal #62193 Irrigation Repairs – Controller #4 - \$104.28
3. Exhibit 8: Consideration and Approval of LMP Proposal #62264 Irrigation Repairs – Controller #1 - \$53.76
4. Exhibit 9: Consideration and Approval of LMP Proposal #62265 Irrigation Repairs – Controller #1 Zones 11&13 – 400.00
5. Exhibit 10: Consideration and Approval of LMP Proposal #62272 Irrigation Repairs – Controller #2 - \$65.95
6. Exhibit 11: Consideration and Approval of LMP Proposal #62273 Irrigation Repairs – Controller #2 - Zone 13 - \$200.00
7. Exhibit 12: Consideration and Approval of LMP Proposal #62274 Irrigation Repairs – Controller #3 - \$382.33
8. Exhibit 13: Consideration and Approval of LMP Proposal #62275 Irrigation Repairs – Controller #3 Zone 21 - \$200.00
9. Exhibit 14: Consideration and Approval of LMP Proposal #62278 Irrigation Repairs – Controller #4 - \$389.76
10. Exhibit 15: Consideration and Approval of LMP Proposal #62279 Irrigation Repairs – Controller #4 Zone 13 - \$200.00

On a MOTION by Ms. O'Brien, SECONDED by Ms. Keene, WITH ALL IN FAVOR, the Board approved LMP Proposal Exhibits 7 through 15 for the Hawks Point Community Development District.

11. Exhibit 16: Consideration and Approval of Flatwoods Environmental Proposal #7 Swale Mowing of 19th Ave. NE Drainage Swale from Intersection of 18th Ave. NE to Elijay Lane \$10,498.40 (4 events annually)

This item was tabled for further discussion at a subsequent meeting.

12. Exhibit 17: Consideration and Acceptance of LLS Tax Solutions 2019 Arbitrage Report

On a MOTION by Mr. Hathaway, SECONDED by Ms. O'Brien, WITH ALL IN FAVOR, the Board approved the LLS Tax Solutions 2019 Arbitrage Report for the Hawks Point Community Development District.

B. Old Business

1. None

C. Consideration and Authorization for Chair to Sign Engagement Letter to Conduct Arbitrage Study 2020

On a MOTION by Mr. Hathaway, SECONDED by Ms. O'Brien, WITH ALL IN FAVOR, the Board authorized the Chair to Sign the Engagement Letter to Conduct Arbitrage Study 2020 for the Hawks Point Community Development District.

SIXTH ORDER OF BUSINESS – Staff Reports

A. District Manager

1. Consideration and Authorization for Chair to Sign Amendment #2 for LMP Contract

On a MOTION by Mr. Hathaway, SECONDED by Ms. Keene, WITH ALL IN FAVOR, the Board authorized the Chair to Sign Amendment #2 for the LMP Contract for the Hawks Point Community Development District.

2. Consideration and Approval of Site Masters of Florida LLC Proposal for \$1,800.00 to Clear Debris at the Yard Drains discharge located at Ivory Goose Place.

On a MOTION by Mr. Heron, SECONDED by Ms. Keene, WITH ALL IN FAVOR, the Board approved the proposal from Site Master of Florida, LLC to Clear Debris from the discharge of the yard drains for the Hawks Point Community Development District.

B. District Counsel

There being none, the next item followed.

C. District Engineer

There being none, the next item followed.

SEVENTH ORDER OF BUSINESS – Public Comments

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS – Supervisors Requests

There being none, the next item followed.

NINTH ORDER OF BUSINESS – Adjournment

Mr. Lotito asked for final questions, comments, or corrections before adjourning the meeting.
There being none, Ms. O'Brien made a motion to adjourn the meeting.

On a MOTION by Ms. O'Brien, SECONDED by Mr. Heron, WITH ALL IN FAVOR, the Board adjourned the meeting for the Hawks Point Community Development District.

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

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

Signature

Signature

Printed Name

Printed Name

Title: ☐ Secretary ☐ Assistant Secretary

Title: ☐ Chairman ☐ Vice Chairman

EXHIBIT 2

Hawks Point Community Development District

**Financial Statements
(Unaudited)**

**Period Ending
October 31, 2019**

Hawks Point CDD

Balance Sheet

October 31, 2019

	GENERAL FUND	DEBT SERVICE SERIES 2017	CONSOLIDATED TOTAL
1 <u>ASSETS:</u>			
2			
3 CASH	\$ 67,916	\$ -	\$ 67,916
4 MMK	182,772	-	182,772
5 INVESTMENTS:			
6 REVENUE FUND	-	52,102	52,102
7 INTEREST FUNDS	-	144,432	144,432
9 SINKING FUNDS	-	1	1
11 RESERVE	-	264,511	264,511
12 ACCOUNTS RECEIVABLE	125	-	125
13 ASSESSMENTS RECEIVABLE	453,617	528,056	981,674
14 DUE FROM GF	-	4,360	4,360
15 PREPAID ITEMS	-	-	-
16 DEPOSITS	451	-	451
17 TOTAL ASSETS	\$ 704,881	\$ 993,462	\$ 1,698,343
18			
19 <u>LIABILITIES:</u>			
20			
21 ACCOUNTS PAYABLE	\$ 3,400	\$ -	\$ 3,400
22 DUE TO DEBT SERVICE SERIES 2017	4,360	-	4,360
23 ACCRUED INTEREST PAYABLE DS 2017	-	-	-
24 DEFERRED REVENUE	453,617	528,056	981,674
25 ACCRUED EXPENSES	-	-	-
26			
27 <u>FUND EQUITY:</u>			
28			
29 RESTRICTED FOR:			
30 DEBT SERVICE	-	465,406	465,406
32 ASSIGNED: 1 QTR OPER	71,304	-	71,304
33 ASSIGNED: FY 2018 INC. IN RESERVES	22,000	-	22,000
34 ASSIGNED: FY 2019 INC. IN RESERVES	22,500	-	22,500
35 UNASSIGNED:	127,700	-	127,700
36			
37 TOTAL LIABILITIES & FUND EQUITY	\$ 704,881	\$ 993,462	\$ 1,698,343

**Hawk's Point
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period from October 1, 2019 through October 31, 2019
Preliminary**

	FY2020 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
1 REVENUE				
2				
3 ASSESSMENT ON ROLL (NET)	\$ 453,615	\$ -	\$ -	\$ -
4 ASSESSMENT ON ROLL EXCESS FEES	-	-	-	-
5 INTEREST REVENUE	-	-	136	136
6 MISCELLANEOUS REVENUE	-	-	-	-
7 ELECTRICITY COST SHARE WITH THE HOA	1,600	133	-	(133)
8 TOTAL REVENUE	455,215	133	136	3
9				
10 EXPENDITURES				
11				
12 ADMINISTRATIVE				
13 BOARD OF SUPERVISORS	12,000	1,000	800	200
14 PAYROLL TAXES	918	77	61	15
15 PAYROLL SERVICE FEE	625	52	49	3
16 MANAGEMENT CONSULTING SERVICES	40,000	3,333	3,333	-
17 GENERAL ADMINISTRATIVE	4,800	400	400	-
18 MISCELLANEOUS	500	42	-	42
19 AUDITING	3,200	-	-	-
20 REGULATORY AND PERMIT FEES	175	175	175	-
21 LEGAL ADVERTISEMENTS	1,500	552	552	-
22 ENGINEERING SERVICES	5,000	417	-	417
23 LEGAL SERVICES - GENERAL	7,500	625	480	145
24 WEBSITE ADMINISTRATION	2,265	500	500	-
25 TOTAL ADMINISTRATIVE	78,483	7,172	6,351	822
26				
27 INSURANCE				
28 INSURANCE (Liability, Property & Casualty)	6,050	6,050	5,638	412
29 TOTAL INSURANCE	6,050	6,050	5,638	412
30				
31 DEBT SERVICE ADMINISTRATION				
32 DISSEMINATION AGENT	1,000	1,000	1,000	-
33 TRUSTEE FEES	10,500	-	-	-
34 TRUST FUND ACCOUNTING	1,500	125	125	-
35 ARBITRAGE	650	-	-	-
36 ASSESSMENT ADMINISTRATION	5,000	5,000	5,000	-
37 TOTAL DEBT SERVICE ADMINISTRATION	18,650	6,125	6,125	-
38				
39 UTILITIES				
40 ELECTRICITY-IRRIGATION	2,928	244	-	244
41 TOTAL UTILITIES	2,928	244	-	244
42				
43 FIELD OPERATIONS				
44 IRRIGATION MAINTENANCE & REPAIRS	10,000	833	-	833
45 POND MONITORING & MAINTENANCE	17,700	1,475	-	1,475
46 POND PLANTINGS	5,000	-	-	-
47 WETLAND MONITORING	7,120	1,780	-	1,780
48 LANDSCAPE MAINTENANCE	129,000	10,750	11,050	(300)
49 LANDSCAPE REPLENISHMENT	119,898	9,992	-	9,992
50 TREE TRIMMING	16,800	1,400	-	1,400
51 STREETLIGHTS	2,000	167	-	167
52 MISCELLANEOUS FIELD EXPENSES	18,586	1,549	70	1,479
53 TOTAL FIELD OPERATIONS	326,104	27,945	11,120	16,825
54				
55 TOTAL EXPENDITURES BEFORE RESERVES	432,215	47,537	29,234	18,303

Hawk's Point
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period from October 1, 2019 through October 31, 2019
Preliminary

	FY2020 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
56				
57 INCREASE FOR RESERVES	23,000	-	-	-
58 INCREASE IN FUND BALANCE	-	-	-	-
59				
60				
61 TOTAL EXPENDITURES AFTER RESERVE	455,215	47,537	29,234	18,303
62				
63 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	(47,403)	(29,098)	18,306
64				
65 FUND BALANCE - BEGINNING	269,666	269,666	272,602	272,602
66 DECREASE IN FUND BALANCE	-	-	-	-
67 INCREASE IN RESERVE	23,000	-	-	-
68 FUND BALANCE - ENDING	\$ 292,666	\$ 222,263	\$ 243,504	\$ 290,907
69				
70	Reserve Expenditure Components			
71	FY 2018/FY 2019 - Irrigation System, Grounding, Phased	\$ 15,544		
72	FY 2018 - Perimeter Wall, Paint Applications	12,165		
73	FY 2019 - Reserve Study Update	1,100		
74	FY 2020 - Irrigation System-Clocks	6,442		
75	Total Replacement Expenses for Reserves	\$ 35,251		

Hawks Point CDD
Debt Service - Series 2017
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period from October 1, 2019 through October 31, 2019

	FY 2020 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
1 REVENUE				
2 ASSESSMENTS - ON-ROLL (Gross)	\$ 561,051	\$ -	\$ -	\$ -
3 ASSESSMENTS - ON-ROLL EXCESS FEES	-	-	-	-
4 FUND BALANCE FORWARD	-	-	-	-
5 INTEREST - INVESTMENT	-	-	647	647
6 DISCOUNT	(22,442)	-	-	-
7 TOTAL REVENUE	538,609	-	647	647
8				
9				
10 EXPENDITURES				
11				
12 PRINCIPAL				
13 5/1/2020	235,000	-	-	-
14 INTEREST EXPENSE				
15 5/1/2020	144,238	-	-	-
16 11/1/2020	140,075	-	-	-
17 COUNTY COLLECTION CHARGES	11,221	-	-	-
18 TOTAL EXPENDITURES	530,534	-	-	-
19				
20 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	8,075	-	647	647
21				
22 OTHER FINANCING SOURCES (USES)				
23 TRANSFER IN	-	-	-	-
24 TRANSFER OUT (USES)	-	-	-	-
25 TOTAL OTHER FINANCING SOURCES (USES)	-	-	-	-
26				
27 NET CHANGE IN FUND BALANCE	8,075	-	647	647
28				
29 FUND BALANCE - BEGINNING	-	-	464,759	464,759
30 FUND BALANCE APPROPRIATED	-	-	-	-
31				
32 FUND BALANCE - ENDING	\$ 8,075	\$ -	\$ 465,406	\$ 465,406

Hawks Point CDD

Bank Reconciliation (GF)

October 31, 2019

	<u>Bank United</u>
Balance Per Bank Statement	\$ 67,915.89
Plus: Deposits in Transit	-
Less: Outstanding Checks	-
Adjusted Bank Balance	<u>\$ 67,915.89</u>
Beginning Bank Balance Per Books	\$ 94,609.43
Cash Receipts	2,542.19
Cash Disbursements	(29,235.73)
Balance Per Books	<u>\$ 67,915.89</u>

**HAWKS POINT CDD
CASH REGISTER
FY 2020**

Date	Num	Name	Memo	Receipts	Disbursements	Balance
Bank United EOY Balance						94,609.43
10/01/2019	9035	DPFG MANAGEMENT & CONSULTING, LLC	CDD Mgmt - October		3,858.33	90,751.10
10/02/2019		Hawks Point West HOA	2019-2,4,5- HPW	188.66		90,939.76
10/08/2019	646	Hawks Point HOA	20192,4,5 - HPA	212.25		91,152.01
10/08/2019		Hawks Point West HOA	20195,6 - HPW	2,085.16		93,237.17
10/08/2019	1115	Egis Insurance & Risk Advisors	Ins - FY 2020		5,638.00	87,599.17
10/11/2019	9036	JAYMAN ENTERPRISES, LLC	Replace Bulbs at Entrances Rcvd 10/1/19		230.00	87,369.17
10/11/2019	9037	Landscape Maintenance Professionals, Inc.	Landscape Maint - October		11,050.00	76,319.17
10/16/2019	1116	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	Annual Filing FY 2020		175.00	76,144.17
10/18/2019	9041	TAMPA BAY TIMES	Legal Ad - Meeting Schedule		552.00	75,592.17
10/21/2019	9038	DPFG MANAGEMENT & CONSULTING, LLC	Special Assessment - FY 2020, Continuing Disclosure/ ADA Compliance		6,500.00	69,092.17
10/21/2019	9039	JAYMAN ENTERPRISES, LLC	Replace Bulbs		70.00	69,022.17
10/21/2019	9040	STANTEC CONSULTING SERVICES, INC	Lake & Pond Maint - Sept		105.00	68,917.17
10/24/2019	ACH102419	TAMPA ELECTRIC	8/30-9/30 - 1416 Little Hawk Dr		76.37	68,840.80
10/24/2019	ACH102419.2	TAMPA ELECTRIC	8/30-9/30 - 2160 Golden Falcon Dr		70.83	68,769.97
10/24/2019	000652	Hawks Point HOA	20197-HPA	49.21		68,819.18
10/25/2019	694003DD	ANDREW HERON	Bos Mtg - 10/15/19		184.70	68,634.48
10/25/2019	ACH102519	Innovative Employer Soltuions	Bos Mtg - 10/15/19		171.40	68,463.08
10/25/2019	694005DD	KAREN O'BRIEN	Bos Mtg - 10/15/19		184.70	68,278.38
10/25/2019	694004DD	SHERRI KEENE	Bos Mtg - 10/15/19		184.70	68,093.68
10/25/2019	694002DD	WILLIAM J HATHAWAY	Bos Mtg - 10/15/19		184.70	67,908.98
10/31/2019		Bank United	Interest	6.91		67,915.89
Bank United EOM Balance				2,542.19	29,235.73	67,915.89

EXHIBIT 3

Site Masters of Florida, LLC
5551 Bloomfield Blvd.
Lakeland, FL 33810
(813)917-9567

INVOICE
#103019-1

To: Hawks Point CDD
15310 Amberly Drive, Suite 175
Tampa, FL 33647

Date: October 30, 2019

Townhome Yard Drain Discharge

Cleared overgrown vegetation and excavated to locate and expose existing MES which was buried with 4' of cover, and 6' to invert of pipe.

Positive flow discharge for Townhome yard drain system is temporarily restored.

TOTAL DUE \$600



יבוא 4' 75'

EXHIBIT 4

PLANT MATERIAL REMOVAL AGREEMENT

THIS PLANT MATERIAL REMOVAL AGREEMENT (the “**Agreement**”) is made as of November 4, 2019, by and between **Flatwoods Environmental, LLC**, a Florida limited liability company (the “**Contractor**”), whose principal address is 30430 Commerce Drive, Unit 102, San Antonio, Florida 33576, and **Hawk’s Point Community Development District** (the “**District**”) whose mailing address is c/o DPFG, 15310 Amberly Drive, Suite 175, Tampa, Florida 33647.

BACKGROUND INFORMATION

The District owns, operates, and maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide landscape services, including but not limited to plant material removal services, for certain lands within and around the District. Contractor submitted a proposal and represents that it is qualified to serve as a landscaping contractor and provide such services to the District.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions herein contained, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **INCORPORATION OF BACKGROUND INFORMATION.** The background information stated above is true and correct and are incorporated by reference as a material part of this Agreement.

2. **SCOPE OF WORK.** The Contractor shall furnish all labor, material, supervision, equipment, supplies, tools, services, and all other necessary incidental items required to perform the following plant material removal work as described in Proposal #11 dated October 4, 2019 and attached hereto as **Exhibit A** (the “**Scope of Work**”).

3. **TIME OF COMMENCEMENT.** Contractor shall commence the Scope of Work within thirty (30) days from the date of this Agreement.

4. **TERMINATION.** This Agreement may be terminated at any time by the District, in its sole and absolute discretion, in whole, or in part, with or without cause, whenever the District determines that termination is necessary. District shall not be responsible for payment of any work performed after the effective date of the termination notice. Any such termination shall be effective upon delivery to the Contractor or the effective date stated in the notice. Contractor may terminate this Agreement with thirty (30) days’ written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The thirty (30) day notice shall commence on the day of actual receipt of said written notice by the District.

5. **COMPENSATION AND PROMPT PAYMENT.** The District shall pay to Contractor an amount not to exceed \$3,965. Contractor shall invoice the District when the Scope

of Work is completed. The format of the invoice and backup documentation shall at a minimum shall include the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each service provided, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. The District shall provide payment within thirty (30) days of the receipt of the invoice, unless such invoice is disputed, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within ten (10) days of the District's receipt of the invoice.

6. **INSURANCE.** Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of the Scope of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement insurance coverage in the following types and amounts:

(A) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(B) Commercial General Liability Insurance including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.

(C) Automobile Liability Insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.

(D) Umbrella Liability Insurance with limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.

(E) Prior to commencing the work, the Contractor shall add the District, its staff, consultants and supervisors as an additional insured to its insurance policies. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. The District shall retain the right to review, at any time, coverage, form and amount of insurance.

(F) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

(G) Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

(H) Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

7. INDEMNIFICATION.

(A) Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Scope of Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute. Any subcontractor retained by the Contractor shall acknowledge the same in writing. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.* This section shall survive termination of this Agreement.

(B) In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

(C) The Contractor shall and does hereby indemnify and hold the District and anyone directly or indirectly employed by it harmless from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

9. DUTIES AND RIGHTS OF CONTRACTOR.

(A) Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.

(B) **Furnishing of Labor, Materials/Liens and Claims:** Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

(C) **Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:** Contractor shall pay all taxes required by law in connection with the work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

(D) **Safety Precautions and Programs:** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Scope of Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones (as applicable).

8. **PERMITS AND LICENSES.** All permits and/or licenses necessary for the work to be performed under this Agreement shall be obtained by the Contractor.

9. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

10. **RELATIONSHIP BETWEEN THE PARTIES.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District

and the Contactor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

11. **SUBCONTRACTORS.** The Contractor shall not award any of the Scope of Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

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

13. **WAIVER.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

14. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

16. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

17. **CONTROLLING LAW.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida with venue in Hillsborough County, Florida.

18. **SCRUTINIZED COMPANIES.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

19. PUBLIC ENTITY CRIMES. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

20. PUBLIC RECORDS. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 418-7473, OR BY EMAIL AT raymond.lotito@dpfg.com, OR BY REGULAR MAIL AT 15310 AMBERLY DRIVE, SUITE 175, TAMPA, FLORIDA 33647.

21. 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.

22. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement. In case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted,

chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

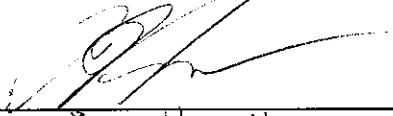
23. **CONFLICTS.** In the event a conflict exists between the terms set forth in this Agreement and any Exhibit or other attachment hereto, the terms of this Agreement shall at all times be controlling.

24. **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.

25. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Flatwoods Environmental, LLC

By: 
Name: Joe Hamilton
Title: Owner / Operator

**Hawk's Point
Community Development District**

By: _____
Chantal Copeland
Chairwoman of the Board of Supervisors

EXHIBIT A



FLATWOODS
ENVIRONMENTAL

Flatwoods Environmental, LLC

30435 Commerce Drive Ste 102 | San Antonio, FL 33576

813.836.7940 | office@flatwoodsendv.com

www.FlatwoodsEnv.com

Proposal

Date 10/4/2019

Proposal #

11

Customer Information		Project Information	
DPFG, Inc. Ray Lotito, District Manager 15310 Amberly Dr. Suite 175 Tampa, FL 33647	Contact	Hawks Point CDD Ruskin, FL	
	Phone 813-619-6185		
	E-mail raymond.lotito@dpfg.com	Proposal Prepared By:	Joe Hamilton
	Account #	Type Of Work	Vertical Trim

Flatwoods Environmental, LLC. proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Cost
<p>Cut and dispose of off-site Brazilian Pepper and associated overhanging vegetation. Vegetation to be vertically cut at the fence line from 14' high to ground level. Garlon will be sprayed where applicable without risk of turf or sod damage.</p> <p>Objective: Expose homeowner property by removing invasive vegetation that is currently encroaching into backyards along 1701 Ivory Goose Pl. as well as 2104-2250 Golden Falcon Dr.</p> <p>Area measures 1,176 LF. See Map for reference.</p>	3,965.00
Total	
	\$3,965.00

EXHIBIT 5

Second Addendum to the Landscape Maintenance Agreement

This Second Addendum to the Landscape Maintenance Agreement (this “**Addendum**”) is made and entered into as of October 15, 2019, by and between the **Hawk’s Point Community Development District** (the “**District**”), and **Landscape Maintenance Professionals, Inc.** (“**Contractor**”).

Background Information:

The District and the Contractor entered into the Landscape Maintenance Agreement dated January 1, 2019 (the “**Original Agreement**”) and subsequently entered into the First Addendum to the Landscape Maintenance Agreement dated June 21, 2019 (the “**First Addendum**” and together with the Original Agreement the “**Agreement**”), incorporated by reference herein.

The District and the Contractor desire to update the Work that is included in the Agreement and clarify that certain services specified as “Additional Services” as described in Section D of Exhibit A (the Landscape maintenance Specifications) of the Original Agreement (the “**Additional Services**”) are optional at the sole discretion of the District and may be awarded to Contractor or another vendor.

The District and the Contractor each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Addendum.
2. **Performance and Compensation of Additional Services.** Contractor shall not perform any of the Additional Services without the prior written approval of the District. Only upon such written approval by the District to the Contractor, will any portion of the approved Additional Services be considered part of the Work and then the District shall pay to Contractor in the month after the services were performed the lesser of (1) the not to exceed pricing specified in Exhibit A of the Original Agreement or (2) any updated proposal from Contractor.
3. **Ratification of Agreement.** Except as hereby modified, the terms and conditions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF the undersigned have executed this Addendum effective as of the date written above.

Landscape Maintenance Professionals, Inc.

Hawk’s Point

Community Development District

Scott A. Carlson
Vice President

Chantal Copeland
Chair of the Board of Supervisors

EXHIBIT 6



PO Box 267
Seffner, FL 33583
O: 813-757-6500
F: 813-757-6501

Estimate

Submitted To:

Hawks Point CDD
250 International Parkway
Suite 280
Lake Mary, FL 32746

Controller 5 - see map

Date	11/9/2019
Estimate #	63026
LMP REPRESENTATIVE	
BD	
PO #	
Work Order #	

ITEM	DESCRIPTION	QTY	COST	TOTAL
Irrigation Relat...	ICD100 Hunter 1 station decoder	2	168.00	336.00
Irrigation Relat...	ICD200 Hunter 2 station decoder	1	278.25	278.25
Irrigation Relat...	King wire coonnector blue	8	1.26	10.08
Irrigation Relat...	14 x 19 x 12 inch valve box	1	47.25	47.25
Irrigation Labor	Labor: 1 man @ \$ 45.00 per hour	3.5	45.00	157.50
	Zones 13 and 76 - replace 2 faulty Hunter 1 station decoders that are not under warranty.			
	Zones 74 and 75 - replace faulty 2 station Hunter decoder that is not under warranty.			
	Replace rectangular valve box.			

TERMS AND CONDITIONS:

TOTAL	\$829.08
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LMP reserves the right to withdraw this proposal if not accepted within 30 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. Any work performed requiring more than 5 days to complete is subject to progressive payments as portions of the work are completed. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices.

ACCEPTANCE OF PROPOSAL: The above prices, scope of work and terms and conditions are hereby satisfactorily agreed upon. LMP, Inc. has been authorized to perform the work as outlined and payment will be made as outlined above. The above pricing does not include any unforeseen modifications to the said irrigation system that could not be reasonably accounted for prior to job start. All plant material carries a one (1) year warranty provided LMP, Inc. is performing landscape maintenance services to the area installed or enhanced at the time of installation. If not, then there is no warranty on the plant material.

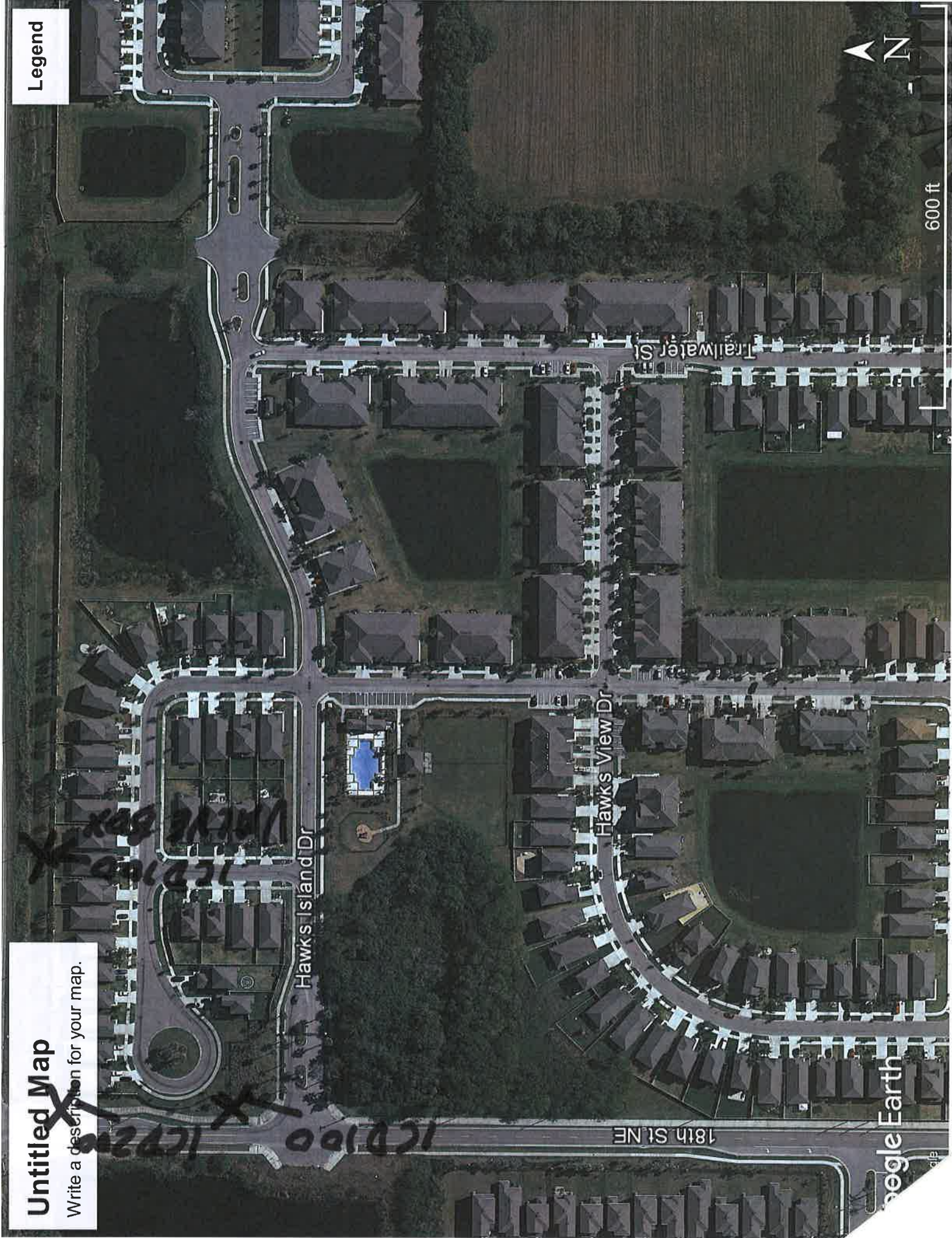
OWNER / AGENT

DATE

Untitled Map

Write a description for your map.

Legend



Google Earth

600 ft