

HAWKS POINT COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Regular Meeting

Tuesday September 15, 2020 6:30 p.m.

Location: Conducted Via Electronic Teleconference

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

Hawks Point

Community Development District

Board Members

Hawks Point Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Hawks Point Community Development District was scheduled for Tuesday, September 15, 2020 at 6:30 p.m. at the Hawks Point Clubhouse, 1223 Oak Pond Street, Ruskin, FL 33570.

Due to current issues related to COVID-19, the Florida Governor released Executive Order 20-69 which allows governmental public meetings and required quorums to be completed via telephone conference. In respect of current social distancing recommendations, this meeting will be conducted via telephone in order to protect the health and safety of the public. Both members of the board and the public may join this meeting via Zoom as follows:

Link to Join Zoom Meeting:

https://us02web.zoom.us/j/87140007092?pwd=OFIyQmZqaENEN21DQVp0c0Q3MDdhQT09

Zoom Meeting ID: 871 4000 7092

Password: 950181

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

Hawks Point Community Development District

Board of Supervisors Meeting

Tuesday, September 15th at 6:30 PM

via Zoom

All:

We welcome you to join us for the Board of Supervisors Meeting to be held on Tuesday, September 15th at 6:30 PM. This meeting will be held via **Zoom**, an online platform that allows us to hold necessary Board meetings without having to leave the safety of your home. With Zoom you have two options for joining the meeting; telephone or computer, and it will all be audio based, meaning no video recording. Please follow the instructions below for either telephone or computer attendance. If you have any questions in regard to the agenda, please email them to raymond.lotito@dpfg.com before the meeting so that they can be answered accordingly. We request that all participants mute their microphones. Thank you for your patience in these trying times and we look forward to hearing from you.

Join Zoom Meeting by Computer

https://us02web.zoom.us/j/87140007092?pwd=OFlyQmZqaENEN21DQVp0c0Q3MDdhQT09

Meeting ID: 871 4000 7092

Password: 950181

Join Zoom Meeting by Phone

Dial by your location – Follow the Prompts – Meeting ID – **871 4000 7092** – **Hit # when it requests a** participant ID

- +1 253 215 8782 US
- +1 301 715 8592 US
- +1 346 248 7799 US (Houston)
- +1 929 205 6099 US (New York)
- +1 312 626 6799 US (Chicago)
- +1 669 900 6833 US (San Jose)

District:	HAWKS PO	INT COMMUNITY DEVELOPMENT DISTRIC	Γ
Date of N Time:	Meeting: Tues 6:30	day, September 15, 2020 PM	
Location		Electronic Teleconference	
		Agenda	
I.	Roll Call		
II.	Audience Commo	ents on Agenda Items – (limited to 3 minutes per	
III.	Landscape & Por	nd Maintenance Reports	
	A. LMP Landsca	pe & Irrigation Monthly Report	To be Distributed
	B. Pond Mainten	ance Report – Steadfast Environmental	Exhibit 1
IV.	Administrative M	latters – Consent Agenda	
	A. Consideration Regular Meet	and Approval of Minutes of the August 18, 2020	Exhibit 2
	B. Acceptance of	f the Unaudited August 2020 Financial Statements	Exhibit 3
V.	Business Matters		
	A. New Business	;	
	1. Considera	tion of LMP Proposals	Exhibit 4
	Replace\$42.3	ce Controller #4 Spray Nozzles – Estimate No. 67396 10	

	Replace Controller #3 Rotator Nozzles – Estimate No. 66990 - \$163.30	
	 Replace Controller #2 Spray Nozzles and Spray Head – Estimate No. 66989 - \$84.25 	
	Replace Controller #1 Station Decoder – Estimate No. 66988 - \$213.02	
2.	Consideration of Steadfast Proposal for Pond 21 Cutback - \$1,050.00	Exhibit 5
3.	Consideration of Landscape Improvement Project Proposals	
	➤ Capital Land Management Proposal #300836 - \$79,898.62	Exhibit 6
	Down To Earth Proposal #27452 - \$81,128.22	Exhibit 7
4.	Presentation of HOA-Siberion-Ramos Fence Violation Letter 1415 Little Hawk Drive	Exhibit 8
5.	Discussion of Richards 1806 Hawks View Drive Property Boundaries	Exhibit 9
B. O	ld Business	
	None	
VI. Staff I	Reports	
A. Di	istrict Manager	
B. Di	istrict Counsel	
C. Di	istrict Engineer	

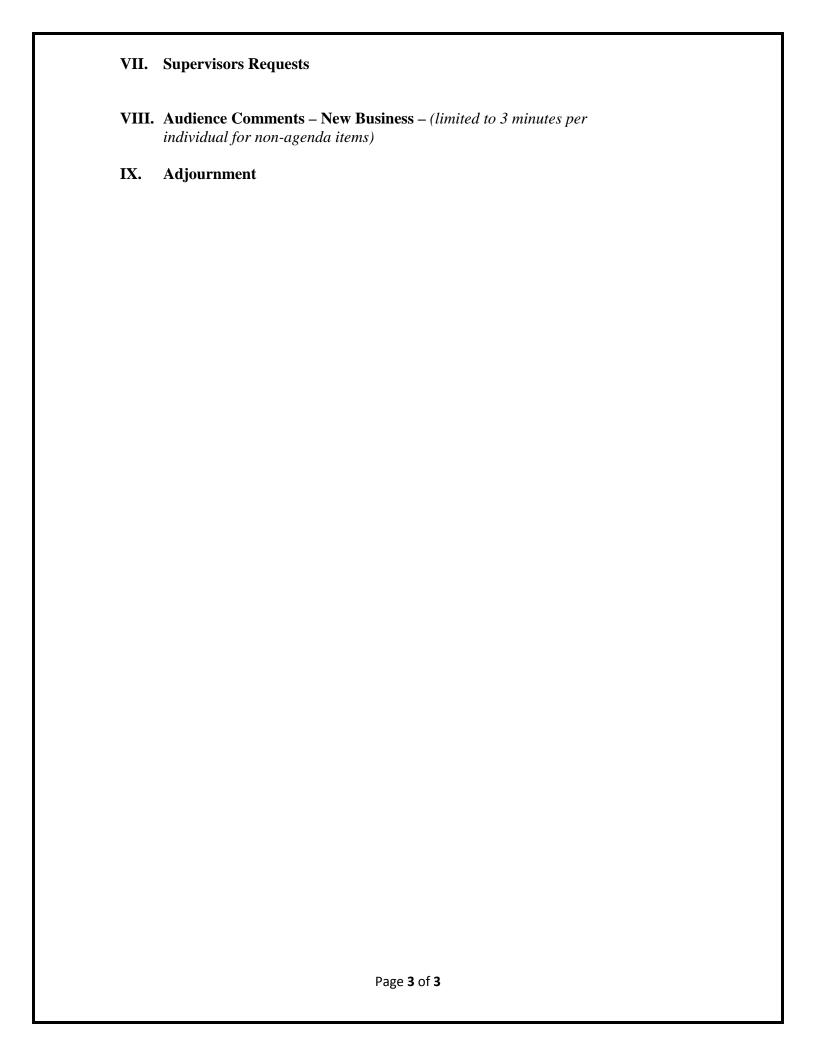


	EXHIBIT 1





Hawks Point CDD Aquatic

Steadfast Environmental, LLC 30435 Commerce Drive Suite 102 San Antonio, FL 33576 813-836-7940 I office@SteadfastAlliance.com

Tim Sloan Account Manager 9/8/2020 3:41 PM

Steadfast Environmental 30435 Commerce Drive Suite 102 San Antonio, FL 33576 813-836-7940 | office@SteadfastEnv.com



Site: 2



Comments

Site #2 is in great shape, no recommendations, will continue current treatment schedule.





Site: 4



Comments:

The South half of Site #4 was observed to have isolated groupings of invasive vegetation, targeted treatment is in progress and showing early results. We will continue with current treatment efforts during upcoming maintenance visits.







Site: 6



The Northwest corner of the site, as shown, has shallow Torpedograss growth along the shoreline. This will be targeted for treatment during our routine maintenance visits.





Site: 10



Comments:

Site #10 is looking good. Current maintenance regimen will continued as scheduled.







Site: 11



Waterway looks great, regular maintenance to continue.

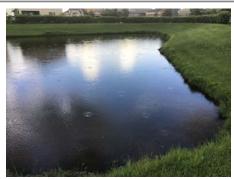




Site: 12



Site 12 is doing great. No further recommendations.







Site: 13



Targeted treatment of Torpedograss along shoreline is in progress. Positive results are noticed.





Site: 14/15



Isolated sections of Torpedograss growth have currently been targeted for herbicidal treatment.







Site: 16



Site #16 is in excellent shape. Regular maintenance visits to continue.





Site: 20



Site #20 is going through a current overhaul treatment plan. Invasive vegetation broad treatment is in progress.







Management Summary

Hawks Point CDD waterways are looking exceptional this month. Continued dedicated and targeted treatment regimens have had positive observable results in many areas across the community waterways. Summer time heat, sunlight, and rainfall can cause invasive vegetation growth to be a struggle to mitigate. Fortunately, we are overcoming this struggle and continuing to maintain your beautiful waterways.

Recent focus during treatment visits towards invasive offenders such as Alligatorweed and Torpedograss has been taking great effect. As a result of our previous algal focus, sites were observed to have minimal to no algae growth, which is a delightful surprise for this time of year.

Sites 4, 6, and 14/15 were seen to have a higher growth of Torpedograss and Alligatorweed than the other sites, with pond 4 having the majority of growth. Targeted treatment plans have already been initiated to subdue growth at these locations. Early results can be recognized by the stunting of growth, although typical results can be seen from 7-14 days after beginning treatment.

Pond 20 is a work in progress. There is much to be done to bring this pond back to glory from neglect. We have begun focused effort on this site and will continue with steadfast dedication until it matches the standards of fellow Hawks Point waterways. This will not be an overnight project and will take some time, beginning stages have started with targeted herbicidal treatment of overgrown Primrose bushes.

We have looked into obtaining a Mosquito Fish supply for the ponds in the Hawks Point community to stunt the mosquito population in the area. What we have come to discover, is that the current program in place is for a single homeowner to obtain up to 20 fish as supplies last. In order to procure enough of these fish to supply the entire community, we have to organize with the county, and set up a special pick up time and location.

Recommendations / Action Items

- Treat sites 4, 6, and 14/15 for invasive Torpedograss and Alligatorweed.
- -Continue focused treatment efforts for site 20 until desired results are achieved.
- -Monitor and collect debris from waterways.

Thank you for choosing Steadfast Environmental to be your waterway services vendor!







EXHIBIT 2

1	MINUTES OF MEETING							
2	HAWKS POINT							
3	COMMUNITY DEVELOPMENT DISTRICT							
4 5	The Regular Meeting of the Board of Supervisors of the Hawks Point Community Development District was held on Tuesday, August 18, 2020 at 6:30 p.m. via electronic teleconference.							
6	FIRST ORDER OF BUSINESS – Roll Call							
7	Mr. Lotito called the meeting to order and conducted roll call.							
8	Present and constituting a quorum were:							
9 10 11	Chantal Copeland Board Supervisor, Chairwoman Sherri Keene Board Supervisor, Vice Chairwoman William Hathaway Board Supervisor, Assistant Secretary							
12	Also present were:							
13 14 15 16	Ray Lotito District Manager, DPFG Management & Consulting Vivek Babbar District Counsel, Straley Robin Vericker Tonja Stewart District Engineer, Stantec Paul Gomez Landscape Maintenance Professionals, Inc.							
17 18								
19	SECOND ORDER OF BUSINESS – Audience Comments							
20 21								
22	THIRD ORDER OF BUSINESS - Landscape & Pond Maintenance Reports							
23	A. LMP Landscape & Irrigation Monthly Report							
24	B. Exhibit 1: Pond Maintenance Report – Steadfast Environmental							
25	FOURTH ORDER OF BUSINESS – Administrative Matters – Consent Agenda							
26	A. Exhibit 2: Consideration and Approval of Minutes of the July 21, 2020 Meeting							
27	B. Exhibit 3: Acceptance of the Unaudited July 2020 Financial Statements							
28	C. Exhibit 4: Ratification of LMP Mainline Leak Repair – Estimate No. 66991 - \$942.66							
29 30	On a MOTION by Ms. Keene, SECONDED by Mr. Hathaway, WITH ALL IN FAVOR, the Board approved Items A – C of the Consent Agenda for the Hawks Point Community Development District.							
31	FIFTH ORDER OF BUSINESS – Business Matters							
32	A. Exhibit 5: Consideration and Adoption of Resolution 2020-05 , Designating Local Records Office							
33 34 35	On a MOTION by Mr. Hathaway, SECONDED by Ms. Copeland, WITH ALL IN FAVOR, the Board adopted Resolution 2020-05 , Designating Local Records Office for the Hawks Point Community Development District.							
36 37	B. Exhibit 6: Consideration and Adoption of Resolution 2020-06 , Designating Meeting Dates and Times for FY 2021							

Hawks Point CDD August 18, 2020
Regular Meeting Page 2 of 3

On a MOTION by Ms. Keene, SECONDED by Mr. Hathaway, WITH ALL IN FAVOR, the Board adopted **Resolution 2020-06**, Designating Meeting Dates and Times for FY 2021 for the Hawks Point Community Development District.

- C. Exhibit 7: Consideration of Memorandum on Amendments to Florida Statutes Section 189.069(2)(a)
- On a MOTION by Mr. Hathaway, SECONDED by Ms. Keene, WITH ALL IN FAVOR, the Board approved uploading full agenda packages to the website for the Hawks Point Community Development District.
- D. Consideration of Cutback Proposals for 18th Street and Hawks Island Drive
 - 1. Exhibit 8: Steadfast Environmental Proposal No. 141 800 linear feet \$2,300.00
 - 2. Exhibit 9: Steadfast Environmental Proposal No. 141 112 linear feet \$300.00
 - 3. Exhibit 10: LMP Proposal No. 67198 100 linear feet \$825.00
- The Board discussed the extent of needed cutbacks and land ownership.
- On a MOTION by Ms. Keene, SECONDED by Mr. Hathaway, WITH ALL IN FAVOR, the Board approved the LMP Cutback Proposal No. 67198 for 18th Street and Hawks Island Drive, in the amount of \$825.00, for approximately 112 linear feet, plus a cutback of an additional 15 feet from the sidewalk, for
- 54 the Hawks Point Community Development District.
- 55 E. Exhibit 11: Consideration of LMP Palm Tree Trimming Proposal Estimate No. 67060 \$8,575.00
- On a MOTION by Ms. Keene, SECONDED by Ms. Copeland, WITH ALL IN FAVOR, the Board approved LMP Palm Tree Trimming Proposal Estimate No. 67060, in the amount of \$8,575.00, for the Hawks Point Community Development District.

SIXTH ORDER OF BUSINESS – Staff Reports

A. District Manager

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- Mr. Lotito noted he would be working with LMP to revise the landscape contract to remove areas belonging to the HOA.
- B. District Counsel
- There being none, the next item followed.
- 66 C. District Engineer
- Ms. Stewart discussed the ownership deed with the Board and expressed intent to do a complete update on the map.

69 SEVENTH ORDER OF BUSINESS – Supervisors Requests

There being none, the next item followed.

71 **EIGHTH ORDER OF BUSINESS – Audience Comments – New Business**

A resident noted construction behind Trailwater and asked whether the Board was aware of what was happening. Mr. Lotito indicated that he was unaware.

Hawks Point CDD August 18, 2020
Regular Meeting Page 3 of 3

74	NINTH ORDER OF BUSINESS – Adjournme	ent								
75 76	Mr. Lotito asked for final questions, comments, or corrections before requesting a motion to adjourn the meeting. There being none, Ms. Copeland made a motion to adjourn the meeting.									
77 78										
79 80 81	considered at the meeting is advised that person may need to ensure that a verbatim record of the									
82 83 84	Meeting minutes were approved at a meeting by meeting held on	y vote of the Board of Supervisors at a publicly noticed								
	Signature	Signature								
85										
	Printed Name	Printed Name								

Title: □ Chairman □ Vice Chairman

□ Secretary □ Assistant Secretary

86 **Title:**

	EXHIBIT 3

Hawks Point Community Development District

Financial Statements (Unaudited)

Period Ending August 31, 2020

Hawks Point CDD

Balance Sheet August 31, 2020

		ENERAL FUND	DEBT SERVICE SERIES 2017			OLIDATED FOTAL
1 ASSETS:						
2 3 CASH	\$	29,439	\$		\$	29,439
4 MMK	Ф	414,790	Ф	-	Ф	29,439 414,790
5 INVESTMENTS:		414,790		-		414,790
6 REVENUE FUND				204,381		204,381
7 INTEREST FUNDS		_		195		195
8 PRINCIPAL FUNDS		_		-		-
9 SINKING FUNDS		_		1		1
11 RESERVE		_		266,009		266,009
12 ACCOUNTS RECEIVABLE		4,658				4,658
13 ASSESMENTS RECEIVABLE		,				_
14 DUE FROM GF		-		2,571		2,571
15 PREPAID ITEMS		-	· -			-
16 DEPOSITS		451				451
17 TOTAL ASSETS	\$	449,338	\$	473,157	\$	922,495
18						
19 LIABILITIES:						
20						
21 ACCOUNTS PAYABLE	\$	825	\$	-	\$	825
22 DUE TO DEBT SERVICE SERIES 2017		3,645		-		3,645
23 ACCRUED INTEREST PAYABLE DS 2017		-		-		-
24 DEFERRED REVENUE		-		-		-
26						
27 <u>FUND EQUITY:</u>						
28						
29 RESTRICTED FOR:				472.157		472 157
30 DEBT SERVICE		-		473,157		473,157
31 CAPITAL PROJECTS		71 204				71 204
32 ASSIGNED: 1 QTR OPER		71,304		-		71,304
33 ASSIGNED: FY 2018 INC. IN RESERVES 34 ASSIGNED: FY 2019 INC. IN RESERVES		15,650 22,500		-		15,650
34 ASSIGNED: FY 2019 INC. IN RESERVES 35 UNASSIGNED:		335,413		-		22,500 335,413
36 UNASSIGNED:		333,413				333,413
37 TOTAL LIABILITIES & FUND EQUITY	\$	449,338	\$	473,157	\$	922,495

Note: GASB 34 government wide financial statements are available in the annual independent audit of the District. The audit is available on the website and upon request.

Hawk's Point General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For the period from October 1, 2019 through August 31, 2020

Preliminary

	FY2020 ADOPTED BUDGET BUDGET YEAR-TO-DATE		TE Y	ACTUAL (EAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)		
1 REVENUE			-				
2 3 ASSESSMENT ON ROLL (NET)	\$	453,615	\$ 453,6	15 \$	454,628	\$	1,013
4 ASSESSMENT ON ROLL EXCESS FEES		-			-		-
5 INTEREST REVENUE		-	-		1,717		1,717
6 MISCELLANEOUS REVENUE		-	-		-		-
7 ELECTRICITY COST SHARE WITH THE HOA		1,600	1,0		4,703	-	3,636
8 TOTAL REVENUE		455,215	454,6	82	461,047		6,366
9 10 EXPENDITURES							
11							
12 ADMINISTRATIVE							
13 BOARD OF SUPERVISORS		12,000	11,0	00	7,127		3,873
14 PAYROLL TAXES		918		42	644		198
15 PAYROLL SERVICE FEE		625		73	539		34
16 MANAGEMENT CONSULTING SERVICES		40,000	36,6		36,667		-
17 GENERAL ADMINISTRATIVE		4,800	4,4		4,400		_
18 MISCELLANEOUS		500		58	-,100		458
19 AUDITING		3,200	2,9		2,900		33
20 REGULATORY AND PERMIT FEES		175		75	175		-
21 LEGAL ADVERTISEMENTS		1,500	1,3		3,197		(1,822)
22 ENGINEERING SERVICES		5,000	4,5		16,788		(12,205)
23 LEGAL SERVICES - GENERAL		7,500	6,8		8,485		(1,610)
24 WEBSITE ADMINISTRATION		2,265	2,0		1,749		327
25 TOTAL ADMINISTRATIVE		78,483	71,9		82,671		(10,713)
26					,		(==,-==)
27 INSURANCE							
28 INSURANCE (Liability, Property & Casualty)		6,050	6,0	50	5,638		412
29 TOTAL INSURANCE		6,050	6,0		5,638		412
30	-	0,020			2,020		412
31 DEBT SERVICE ADMINISTRATION							
32 DISSEMINATION AGENT		1,000	1,0	00	1,000		_
33 TRUSTEE FEES		10,500	-,-		-,		_
34 TRUST FUND ACCOUNTING		1,500	1,3	75	1,375		_
35 ARBITRAGE		650	-,-		-		_
36 ASSESSMENT ADMINISTRATION		5,000	5,0	00	5,000		_
37 TOTAL DEBT SERVICE ADMINISTRATION		18,650	7,3		7,375		
38	-				, , , , , , , , , , , , , , , , , , ,	-	
39 UTILITIES							
40 ELECTRICITY-IRRIGATION		2,928	2,	584	1,680		1,004
41 TOTAL UTILITIES		2,928	2,6	84	1,680		1,004
42							
43 FIELD OPERATIONS							
44 IRRIGATION MAINTENANCE & REPAIRS		10,000	9,1	67	6,432		2,734
45 POND MONITORING & MAINTENANCE		17,700	16,2	25	14,810		1,415
46 POND PLANTINGS		5,000	5,0	00	· _		5,000
47 WETLAND MONITORING		7,120	6,5		1,780		4,747
48 LANDSCAPE MAINTENANCE		129,000	118,2		122,375		(4,125)
49 LANDSCAPE REPLENISHMENT		119,898	109,9		11,020		98,887
50 TREE TRIMMING		16,800	-		-		-
51 STREETLIGHTS		2,000	1,3		-		1,333
52 MISCELLANEOUS FIELD EXPENSES		18,586	17,0		10,486		6,551
53 CAPITAL PROJECTS - WELL DRILLING & PUMP INSTALL		-			18,165		(18,165)
54 RESERVE - PAINT PERIMITER WALL		-	-		6,350		(6,350)
55 TOTAL FIELD OPERATIONS		326,104	283,4	45	191,418		92,027
	-	,					

Hawk's Point

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For the period from October 1, 2019 through August 31, 2020 Preliminary

	ADC	2020 PTED GET	BUDGET YEAR-TO-DA	ГЕ	ACTUAL YEAR-TO-DATE	VARIA FAVOR (UNFAVO	ABLE
56							
57 TOTAL EXPENDITURES BEFORE RESERVES		432,215	371,5	512	288,782	-	82,730
58							
59 INCREASE FOR RESERVES		23,000		-	-		-
60 INCREASE IN FUND BALANCE		-		-	-		-
61							
62							
63 TOTAL EXPENDITURES AFTER RESERVE		455,215	371,5	512	288,782		82,730
64							
65 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES		-	83,1	170	172,266		89,096
66							
67 FUND BALANCE - BEGINNING		269,666	269,6	566	272,602		272,602
68 DECREASE IN FUND BALANCE		-		-	-		-
69 INCREASE IN RESERVE		23,000					
70 FUND BALANCE - ENDING	\$	292,666	\$ 352,8	336	\$ 444,867	\$	361,697
71							
72 Reserve Expenditure Components							
73 FY 2018/FY 2019 - Irrigation System, Grounding, Phased	\$	15,544					
74 FY 2018 - Perimieter Wall, Paint Applications		5,815					
75 FY 2019 - Reserve Study Update		1,100					
77 FY 2020 - Irrigation System-Clocks		6,442					
Total Replacement Expenses for Reserves	\$	28,901					

Hawks Point CDD

Debt Service - Series 2017

Statement of Revenues, Expenditures, and Changes in Fund Balance For the period from October 1, 2019 through August 31, 2020

	Al	FY 2020 DOPTED UDGET					VARIANCE FAVORABLE (UNFAVORABLE	
1 REVENUE								
2 ASSESSMENTS - ON-ROLL (Gross)	\$	561,051	\$	527,388	\$	528,159	\$	771
3 ASSESSMENTS - ON-ROLL EXCESS FEES		-		-		-		-
4 FUND BALANCE FORWARD		-		-		-		-
5 INTEREST - INVESTMENT		-		-		3,715		3,715
6 DISCOUNT		(22,442)		-		-		
7 TOTAL REVENUE		538,609		527,388		531,874		4,486
8								
9								
10 EXPENDITURES								
11								
12 PRINCIPAL								
13 5/1/2020		235,000		235,000		235,000		-
14 INTEREST EXPENSE								
15 11/1/2019		144,238		144,238		144,238		1
16 5/1/2020		144,238		144,238		144,238		1
17 11/1/2020		-		-		-		-
18 COUNTY COLLECTION CHARGES		11,221						
19 TOTAL EXPENDITURES		534,697		523,476		523,475		1
20						0.000		
21 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES 22		3,912		3,912		8,399		4,487
23 OTHER FINANCING SOURCES (USES)								
24 TRANSFER IN		_		-		-		_
25 TRANSFER OUT (USES)		_		-		-		_
26 TOTAL OTHER FINANCING SOURCES (USES)		-		-		-		-
27								
28 NET CHANGE IN FUND BALANCE		3,912		3,912		8,399		4,487
29								
30 FUND BALANCE - BEGINNING		-		-		464,759		464,759
31 FUND BALANCE APPROPRIATED		-		-		-		-
32								
33 FUND BALANCE - ENDING	\$	3,912	\$	3,912	\$	473,157	\$	469,245

Hawks Point CDD Bank Reconciliation (GF) August 31, 2020

	B	ank United
Balance Per Bank Statement	\$	32,556.00
Plus: Deposits in Transit Less: Outstanding Checks		(3,117.30)
Adjusted Bank Balance	\$	29,438.70
Beginning Bank Balance Per Books	\$	56,330.64
Cash Receipts		3.75
Cash Disbursements		(26,895.69)
Balance Per Books	\$	29,438.70

HAWKS POINT CDD CASH REGISTER FY 2020

Date Num	Name	Memo	Receipts	Disbursements	Balance
10/01/2019 9035	DY Balance DPFG MANAGEMENT & CONSULTING, LLC	CDD Mgmt - October	1	3,858.33	94,609.43 90,751.10
10/02/2019	Hawks Point West HOA	2019-2,4,5- HPW	188.66	0,000.00	90,939.76
10/08/2019 646	Hawks Point HOA	20192,4,5 - HPA	212.25		91,152.01
10/08/2019 10/08/2019 1115	Hawks Point West HOA Egis Insurance & Risk Advisors	20195,6 - HPW Ins - FY 2020	2,085.16	5,638.00	93,237.17 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 10/18/2019 9041	FLORIDA DEPT OF ECONOMIC OPPORTUNIT TAMPA BAY TIMES	Annual Filing FY 2020 Legal Ad - Meeting Schedule		175.00 552.00	76,144.17 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 10/24/2019 ACH102419	STANTEC CONSULTING SERVICES, INC. TAMPA ELECTRIC	Lake & Pond Maint - Sept 8/30-9/30 - 1416 Little Hawk Dr	ļ	105.00 76.37	68,917.17 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 10/25/2019 694003DD	Hawks Point HOA	20197-HPA Bos Mtg - 10/15/19	49.21	404.70	68,819.18 68,634.48
10/25/2019 694003DD 10/25/2019 ACH102519	ANDREW HERON Innovative Employer Soltuions	Bos Mtg - 10/15/19		184.70 171.40	68,463.08
10/25/2019 694005DD	KAREN O'BRIEN	Bos Mtg - 10/15/19		184.70	68,278.38
10/25/2019 694004DD 10/25/2019 694002DD	SHERRI KEENE WILLIAM J HATHAWAY	Bos Mtg - 10/15/19 Bos Mtg - 10/15/19		184.70 184.70	68,093.68 67,908.98
10/25/2019 69400200	Bank United	Interest	6.91	104.70	67,915.89
Bank United E	OM Balance		2,542.19	29,235.73	67,915.89
11/01/2019 9042 11/01/2019 9043	DPFG MANAGEMENT & CONSULTING, LLC STANTEC CONSULTING SERVICES, INC.	CDD Mgmt - November Lake & Pond Maint - Pond 201-19 & 21 - Sept	ļ	3,858.33 2,740.00	64,057.56 61,317.56
11/01/2019 9044	STRALEY ROBIN VERICKER	Legal Svcs thru 10/15/19		2,740.00 659.99	60,657.57
11/12/2019 1117	HAWKS POINT CDD	DS 2017 Tax Collection Share c/o Wells Fargo		7,622.90	53,034.67
11/15/2019 9045 11/15/2019 9046	Landscape Maintenance Professionals, Inc. STANTEC CONSULTING SERVICES, INC.	Landscape Maint - November & Irrigation Repairs Lake & Pond Maint - Oct	ļ	12,293.69 3,336.00	40,740.98 37,404.98
11/20/2019 9048	TAMPA BAY TIMES	Legal Ad - Audit Meeting	<u> </u>	3,336.00 420.50	37,404.98 36,984.48
11/22/2019 9047	STANTEC CONSULTING SERVICES, INC.	Lake & Pond Maint - Pond 20 - Oct		105.00	36,879.48
11/25/2019 ACH112519.1 11/25/2019 ACH112519.2	TAMPA ELECTRIC TAMPA ELECTRIC	10/1-10/30 - 1416 Little Hawk Dr 10/1-10/30 - 2160 Golden Falcon Dr	ļ	74.31 87.53	36,805.17 36,717.64
11/29/2019 ACH112519.2 11/29/2019 703783DD	ANDREW HERON	Bos Mtg - 11/19/19	1	184.70	36,532.94
11/29/2019 ACH112919	Innovative Employer Soltuions	Bos Mtg - 11/19/19		202.00	36,330.94
11/29/2019 703785DD 11/29/2019 703781DD	KAREN O'BRIEN MARIE CHANTAL COPELAND	Bos Mtg - 11/19/19 Bos Mtg - 11/19/19		184.70 184.70	36,146.24 35,961.54
11/29/2019 703784DD	SHERRI KEENE	Bos Mtg - 11/19/19		184.70	35,776.84
11/29/2019 703782DD	WILLIAM J HATHAWAY	Bos Mtg - 11/19/19		184.70	35,592.14
11/30/2019 Bank United E	Bank United OM Balance	Interest	4.50 4.50	32.323.75	35,596.64 35.596.64
12/02/2019 9049	DPFG MANAGEMENT & CONSULTING, LLC	CDD Mgmt - December	ļ	3,858.33	31,738.31
12/04/2019 694	Hawks Point HOA Hawks Point West HOA	20198-HPA	51.05	-	31,789.36
12/04/2019 503 12/04/2019 1118	Site Masters of Florida, LLC	20197-HPW & 20198-HPW Investigation of pipe discharge, Townhome Yard Drain Blockage	73.88	1,500.00	31,863.24 30,363.24
12/11/2019 9050	Illuminations Holiday Lighting	Electrical Fix, Holiday Lights - Deposit		2,612.50	27,750.74
12/13/2019 12/13/2019	Bank United Bank United	Funds Transfer - MMK to Opt Acct Funds Transfer - MMK to Opt Acct	45,000.00 508,344.07	 	72,750.74 581,094.81
12/16/2019 9055	TAMPA BAY TIMES	Legal Ad - RFP Auditing Svc	500,344.07	361.00	580,733.81
12/18/2019 9051	Flatwoods Environmental	Cut & Dispose Brazilian Pepper		3,965.00	576,768.81
12/18/2019 9052 12/18/2019 9053	Landscape Maintenance Professionals, Inc. STANTEC CONSULTING SERVICES, INC.	Landscape Maint - December Misc Environmental Services		11,050.00 1,370.00	565,718.81 564,348.81
12/18/2019 9054	STRALEY ROBIN VERICKER	Legal Svcs thru 11/15/19		575.00	563,773.81
12/18/2019 1119	HAWKS POINT CDD	DS 2017 Tax Collection Share c/o Wells Fargo		495,447.65	68,326.16
12/18/2019 1120 12/26/2019 ACH122619.1	Innersync TAMPA ELECTRIC	ADA Compliant website 10/31-12/2 - 2160 Golden Falcon Dr		1,249.42 87.71	67,076.74 66,989.03
12/26/2019 ACH122619.2	TAMPA ELECTRIC	10/31-12/02 - 1416 Little Hawk Dr		93.15	66,895.88
12/27/2019 711993DD	ANDREW HERON	Bos Mtg - 12/17/19	ļ	184.70	66,711.18
12/27/2019 ACH122719 12/27/2019 711995DD	Innovative Employer Soltuions KAREN O'BRIEN	Bos Mtg - 12/17/19 Bos Mtg - 12/17/19		202.00 184.70	66,509.18 66,324.48
12/27/2019 711991DD	MARIE CHANTAL COPELAND	Bos Mtg - 12/17/19		184.70	66,139.78
12/27/2019 711994DD	SHERRI KEENE	Bos Mtg - 12/17/19 Pos Mtg - 12/17/19	ļ	184.70	65,955.08
12/27/2019 711992DD 12/31/2019	WILLIAM J HATHAWAY Bank United	Bos Mtg - 12/17/19 Interest	30.91	184.70	65,770.38 65,801.29
Bank United E	OM Balance		553,499.91	523,295.26	65,801.29
01/02/2020 9056 01/08/2020 9057	DPFG MANAGEMENT & CONSULTING, LLC Landscape Maintenance Professionals, Inc.	CDD Mgmt - January Station decoders	ļ	3,858.33 829.08	61,942.96 61,113.88
01/08/2020 9058	STRALEY ROBIN VERICKER	Legal Svcs thru 12/15/19	<u> </u>	100.00	61,013.88
01/10/2020 9159	Landscape Maintenance Professionals, Inc.	Landscape Maint - January		11,050.00	49,963.88
01/10/2020 9160 01/13/2020 1121	Mike White, LLC HAWKS POINT CDD	Entry Monument repair DS 2017 Tax Collection Share c/o Wells Fargo		541.19 8.682.56	49,422.69 40,740.13
01/17/2020 9161	Illuminations Holiday Lighting	Holiday Lights - Balance Due		2,312.50	38,427.63
01/17/2020 000534		20201-HPW	44.93		38,472.56
04/07/0000 1100	Hawks Point West HOA		†	3,534.00	34,938.56 34,857.40
01/27/2020 1122 01/27/2020 ACH012720	STANTEC CONSULTING SERVICES, INC. TAMPA ELECTRIC	Pond Maint - December, Engineering Svcs thru 12/27/19			
01/27/2020 ACH012720 01/27/2020 ACH012720.2	STANTEC CONSULTING SERVICES, INC. TAMPA ELECTRIC TAMPA ELECTRIC	Pond Maint - December, Engineering Svcs thru 12/27/19 12/3-12/31 - 2160 Golden Falcon Dr 12/03-12/31 - 1416 Little Hawk Dr		81.16 66.82	34,790.58
01/27/2020 ACH012720 01/27/2020 ACH012720.2 01/31/2020 072704	STANTEC CONSULTING SERVICES, INC. TAMPA ELECTRIC TAMPA ELECTRIC Innovative Employer Soltulors	Pond Maint - December, Engineering Sves thru 12/27/19 1/23-1/231 - 2/160 Golden Falcon Dr 1/2/03-1/231 - 1/416 Little Hawk Dr Bos Mtg - 1/21/20		81.16 66.82 171.40	34,790.58 34,619.18
01/27/2020 ACH012720 01/27/2020 ACH012720.2 01/31/2020 072704 01/31/2020 721948DD	STANTEC CONSULTING SERVICES, INC. TAMPA ELECTRIC TAMPA ELECTRIC	Pond Maint - December, Engineering Svcs thru 12/27/19 12/3-12/31 - 2160 Golden Falcon Dr 12/3-12/31 - 1416 Little Hawk Dr Bos Mtg - 1/21/20 Bos Mtg - 1/21/20		81.16 66.82	34,790.58 34,619.18 34,434.48
01/27/2020 ACH012720 01/27/2020 ACH012720.2 01/31/2020 072704 01/31/2020 721948DD 01/31/2020 721945DD 01/31/2020 721947DD	STANTEC CONSULTING SERVICES, INC. TAMPA ELECTRIC Innovative Employer Solitulors KAREN O'BRIEN MARIE CHANTAL COPELAND SHERRI KEENE	Pond Maint - December, Engineering Svcs thru 12/27/19 1/23-1/231 - 2/160 Golden Falcon Dr 1/203-1/231 - 1416 Little Hawk Dr Bos Mtg - 1/21/20		81.16 66.82 171.40 184.70 184.70 184.70	34,790.58 34,619.18 34,434.48 34,249.78 34,065.08
01/27/2020 ACH012720 01/27/2020 ACH012720.2 01/31/2020 1072704 01/31/2020 1721948DD 01/31/2020 721945DD 01/31/2020 1721947DD 01/31/2020 1721947DD	STANTEC CONSULTING SERVICES, INC. TAMPA ELECTRIC Innovative Employer Solituions KAREN OBRIEN MARIE CHANTAL COPELAND SHERRI KEENE WILLIAM J HATHAWAY	Pond Maint - December, Engineering Svcs thru 12/27/19 12/3-12/31 - 2160 Golden Falcon Dr 12/03-12/31 - 1416 Little Hawk Dr Bos Mig - 1/21/20		81.16 66.82 171.40 184.70 184.70	34,790.58 34,619.18 34,434.48 34,249.78 34,065.08 33,880.38
01/27/2020 ACH012720 01/27/2020 ACH012720.2 01/31/2020 1072704 01/31/2020 1721948DD 01/31/2020 721945DD 01/31/2020 1721947DD 01/31/2020 1721947DD	STANTEC CONSULTING SERVICES, INC. TAMPA ELECTRIC Innovative Employer Soltuions KAREN O BRIEN MARIE CHANTAL COPELAND SHERRI KEENE WILLIAM J HATHAWAY Bank United	Pond Maint - December, Engineering Svcs thru 12/27/19 1/23-1/231 - 2/160 Golden Falcon Dr 1/203-1/231 - 1416 Little Hawk Dr Bos Mtg - 1/21/20	14.06 58.99	81.16 66.82 171.40 184.70 184.70 184.70	34,790.58 34,619.18 34,434.48 34,249.78 34,065.08
01/27/2020 ACH012720 01/27/2020 ACH012720.2 01/31/2020 072704 01/31/2020 721948DD 01/31/2020 721948DD 01/31/2020 721945DD 01/31/2020 721947DD 01/31/2020 721946DD 01/31/2020 8 Bank United E	STANTEC CONSULTING SERVICES, INC. TAMPA ELECTRIC Innovative Employer Soltuions KAREN O'BRIEN IMARIE CHANTAL COPELAND SHERN IKEENE WILLIAM J HATHAWAY Bank United DM Balance DPFG MANAGEMENT & CONSULTING, LLC	Pond Maint - December, Engineering Sves thru 12/27/19 1/23-12/31 - 2/160 Golden Falcon Dr 1/2/03-1/231 - 1416 Little Hawk Dr Bos Mtg - 1/21/20 Little Hawk Dr Bos Mtg - 1/21/20 Bos Mtg - 1/21/20 Bos Mtg - 1/21/20 Little Hawk Dr	14.06	81.16 66.82 171.40 184.70 184.70 184.70 184.70 31,965.84 3,858.33	34,790.58 34,619.18 34,434.48 34,249.78 34,065.08 33,880.38 33,894.44 33,894.44 30,036.11
01/27/2020 ACH012720 01/27/2020 ACH012720.2 01/31/2020 072704 01/31/2020 721948DD 01/31/2020 721945DD 01/31/2020 721947DD 01/31/2020 721946DD 01/31/2020 721946DD 01/31/2020 Pank United E 02/05/2020 1124	STANTEC CONSULTING SERVICES, INC. TAMPA ELECTRIC TAMPA ELECTRIC Innovative Employer Soltuions KAREN O BRIEN MARIE CHANTAL COPELAND SHERRI KEENE WILLIAM J HATHAWAY Bank United DM Balance DPFG MANAGEMENT & CONSULTING, LLC Landscape Maintenance Professionals, Inc.	Pond Maint - December, Engineering Svcs thru 12/27/19 123-1231 - 2160 Golden Falcon Dr 12/03-1231 - 1416 Little Hawk Dr Bos Mig - 1/21/20 Construction of the second	14.06	81.16 66.82 171.40 184.70 184.70 184.70 184.70 31,965.84 3,888.33	34,790.58 34,619.18 34,434.48 34,249.78 34,065.08 33,880.38 33,894.44 30,036.11 18,986.11
01/27/2020 ACH012720 01/27/2020 ACH012720.2 01/31/2020 072704 01/31/2020 721948DD 01/31/2020 721948DD 01/31/2020 721945DD 01/31/2020 721947DD 01/31/2020 721946DD 01/31/2020 8 Bank United E	STANTEC CONSULTING SERVICES, INC. TAMPA ELECTRIC Innovative Employer Soltuions KAREN O'BRIEN IMARIE CHANTAL COPELAND SHERN IKEENE WILLIAM J HATHAWAY Bank United DM Balance DPFG MANAGEMENT & CONSULTING, LLC	Pond Maint - December, Engineering Sves thru 12/27/19 12/3-12/31 - 2/160 Golden Falcon Dr 12/03-12/31 - 1416 Little Hawk Dr Bos Mtg - 1/21/20 Company Compan	14.06	81.16 66.82 171.40 184.70 184.70 184.70 184.70 31,965.84 3,858.33	34,790.58 34,619.18 34,434.48 34,249.78 34,065.08 33,880.38 33,894.44 33,894.44 30,036.11
01/27/2020 ACH012720 01/27/2020 ACH012720.2 01/31/2020 07204 01/31/2020 721948DD 01/31/2020 721945DD 01/31/2020 721947DD 01/31/2020 721947DD 01/31/2020 121946DD 02/05/2020 1124 02/05/2020 1125 02/05/2020 1126 02/25/2020 1127 02/25/2020 1127 02/25/2020 1127 02/25/2020 02/25/2020ACH	STANTEC CONSULTING SERVICES, INC. TAMPA ELECTRIC ITAMPA ELECTRIC Innovative Employer Soltuions KAREN OBRIEN MARIE CHANTAL COPELAND SHERRI KEENE WILLIAM J HATHAWAY Bank United DM Balance DPFG MANAGEMENT & CONSULTING, LLC Landscape Maintenance Professionals, Inc. TAMPA ELECTRIC Landscape Maintenance Professionals, Inc.	Pond Maint - December, Engineering Svcs thru 12/27/19 1/23/1-2/31 - 2/160 Golden Falcon Dr 1/20/3-1/23/1 - 14/16 Little Hawk Dr Bos Mig - 1/21/20 Common Mig - 1/21/20 Bos Mig - 1/21/20 Bos Mig - 1/21/20 Linterest CDD Mgmt - February Landscape Maint - February 10/1-10/30 - 14/16 Little Hawk Dr Landscape Maint - March 1/1-1/30 - 14/16 Little Hawk Dr	14.06	31,16 66,82 171,40 184,70 184,70 184,70 184,70 31,965,84 3,858,33 11,050,00 3,08 11,050,00	34,790,58 34,619,18 34,434,48 34,249,78 34,065,08 33,880,38 33,894,44 30,036,11 18,985,03 7,933,03 7,854,63
01/27/2020 ACH012720 01/27/2020 072704 01/31/2020 072704 01/31/2020 72794 01/31/2020 721948DD 01/31/2020 721947DD 01/31/2020 721947DD 01/31/2020 721946DD 01/31/2020 1721946DD 01/31/2020 1721946DD 02/05/2020 1124 02/05/2020 1125 02/05/2020 1126 02/25/2020 1126 02/25/2020 02252020ACH	STANTEC CONSULTING SERVICES, INC. TAMPA ELECTRIC TAMPA ELECTRIC Innovative Employer Soltutions KAREN OBRIEN MARIE CHANTAL COPELAND SHERRI KEENE WILLIAM J HATHAWAY Bank United OM Balance OPFO MANAGEMENT & CONSULTING, LLC Landscape Maintenance Professionals, Inc. TAMPA ELECTRIC TAMPA ELECTRIC TAMPA ELECTRIC TAMPA ELECTRIC	Pond Maint - December, Engineering Svcs thru 12/27/19 12/3-12/31 - 2/160 Golden Falcon Dr 12/03-12/31 - 14/16 Little Hawk Dr Bos Mtg - 1/21/20 CDD Mgmt - February CDD Mgmt - February Landscape Maint - February 10/1-10/30 - 14/16 Little Hawk Dr Landscape Maint - Hawk Dr Landscape Maint - Hawk Dr 1/11-1/30 - 14/16 Little Hawk Dr 1/11-1/30 - 14/16 Little Hawk Dr	14.06	81.16 66.82 177.140 184.70 184.70 184.70 184.70 31,965.84 3.858.33 11,050.00 3.08 11,050.00 78.40	34,790,58 34,619,18 34,343,48 34,249,78 34,065,08 33,880,38 33,894,44 30,036,11 18,985,03 7,935,03 7,765,71
01/27/2020 ACH012720 01/27/2020 ACH012720.2 01/31/2020 07204 01/31/2020 721948DD 01/31/2020 721945DD 01/31/2020 721947DD 01/31/2020 721947DD 01/31/2020 121946DD 02/05/2020 1124 02/05/2020 1125 02/05/2020 1126 02/25/2020 1127 02/25/2020 1127 02/25/2020 1127 02/25/2020 02/25/2020ACH	STANTEC CONSULTING SERVICES, INC. TAMPA ELECTRIC ITAMPA ELECTRIC Innovative Employer Soltuions KAREN OBRIEN MARIE CHANTAL COPELAND SHERRI KEENE WILLIAM J HATHAWAY Bank United DM Balance DPFG MANAGEMENT & CONSULTING, LLC Landscape Maintenance Professionals, Inc. TAMPA ELECTRIC Landscape Maintenance Professionals, Inc.	Pond Maint - December, Engineering Svcs thru 12/27/19 1/23/1-2/31 - 2/160 Golden Falcon Dr 1/20/3-1/23/1 - 14/16 Little Hawk Dr Bos Mig - 1/21/20 Common Mig - 1/21/20 Bos Mig - 1/21/20 Bos Mig - 1/21/20 Linterest CDD Mgmt - February Landscape Maint - February 10/1-10/30 - 14/16 Little Hawk Dr Landscape Maint - March 1/1-1/30 - 14/16 Little Hawk Dr	14.06	31,16 66,82 171,40 184,70 184,70 184,70 184,70 31,965,84 3,858,33 11,050,00 3,08 11,050,00	34,790,58 34,619,18 34,434,48 34,249,78 34,065,08 33,880,38 33,894,44 30,036,11 18,985,03 7,933,03 7,854,63
01/27/2020 ACH012720 01/27/2020 ACH012720.2 01/31/2020 072704 01/31/2020 721948DD 01/31/2020 721945DD 01/31/2020 721947DD 01/31/2020 721946DD 01/31/2020 721946DD 01/31/2020 112946DD 02/05/2020 1124 02/05/2020 1126 02/25/2020 1126 02/25/2020 1127 02/25/2020 02250200ACH 02/28/2020 0228020ACH 02/28/2020 0228020ACH 02/28/2020 730273DD	STANTEC CONSULTING SERVICES, INC. TAMPA ELECTRIC ITAMPA ELECTRIC Innovative Employer Soltutions KAREN OBRIEN MARIE CHANTAL COPELAND SHERRI KEENE WILLIAM J HATHAWAY Bank United DM Balance OPFG MANAGEMENT & CONSULTING, LLC Landscape Maintenance Professionals, Inc. ITAMPA ELECTRIC Landscape Maintenance Professionals, Inc. ITAMPA ELECTRIC ITAMPA ELECTRIC ITAMPA ELECTRIC ITAMPA ELECTRIC ITAMPA ELECTRIC ITAMPA ELECTRIC INDIVIDUAL SOLUTIONS MARIE CHANTAL COPELAND MARIE CHANTAL COPELAND	Pond Maint - December, Engineering Svcs thru 12/27/19 1/23-12/31 - 2/160 Golden Falcon Dr 1/203-1/231 - 14/16 Little Hawk Dr Bos Mtg - 1/21/20 CDD Mgmt - February CDD Mgmt - February 1/21/20 Landscape Maint - February 1/21/20 - 14/16 Little Hawk Dr Landscape Maint - March 1/1-1/30 - 14/16 Little Hawk Dr 1/1-1/30 - 21/60 Golden Falcon Dr Bos Mtg - 2/18/20	14.06	81.16 66.82 177.140 184.70 184.70 184.70 184.70 31,965.84 3.856.33 11,050.00 78.40 90.92 140.80 184.70	34,790,58 34,619,18 34,434,48 34,249,76 34,065,08 33,889,44 33,894,44 30,036,11 18,986,11 18,985,03 7,935,03 7,755,63 7,765,71 7,622,91 7,435,21
01/27/2020 ACH012720 01/27/2020 ACH012720.2 01/31/2020 072704 01/31/2020 7221948DD 01/31/2020 721945DD 01/31/2020 721946DD 01/31/2020 721946DD 01/31/2020 1721946DD 01/31/2020 1721946DD 02/05/2020 1124 02/05/2020 1125 02/05/2020 1126 02/25/2020 1127 02/25/2020 0225/2020ACH 02/28/2020 0225/2020ACH 02/28/2020 02182020ACH 02/28/2020 02182020ACH 02/28/2020 02182020ACH	STANTEC CONSULTING SERVICES, INC. TAMPA ELECTRIC Innovative Employer Soltuions KAREN O BRIEN MARIE CHANTAL COPELAND SHERRI KEENE WILLIAM J HATHAWAY Bank United DM Balance DPFG MANAGEMENT & CONSULTING, LLC Landscape Maintenance Professionals, Inc. TAMPA ELECTRIC Landscape Maintenance Professionals, Inc. TAMPA ELECTRIC LINDRAGE LECTRIC INDRAGE LECTRI	Pond Maint - December, Engineering Svcs thru 12/27/19 1/23/1-2/31 - 2/160 Golden Falcon Dr 1/20/3-1/23/1 - 14/16 Little Hawk Dr Bos Mig - 1/21/20 Common Mig - 1/21/20 Bos Mig - 1/21/20 Bos Mig - 1/21/20 Landscape Maint - February Landscape Maint - February 10/1-10/30 - 14/16 Little Hawk Dr Landscape Maint - March 1/1-1/30 - 2/16/20 Golden Falcon Dr Bos Mig - 2/18/20 Bos Mig - 2/18/20 Bos Mig - 2/18/20 Bos Mig - 2/18/20	14.06	81.16 66.82 177.140 184.70 184.70 184.70 184.70 31,965.84 3.858.33 11,050.00 78.40 90.92 140.80 184.70 184.70	34,790,58 34,619,18 34,434,48 34,249,76 34,065,08 33,889,44 33,894,44 30,036,11 18,986,11 18,985,03 7,935,03 7,755,63 7,765,71 7,622,91 7,435,21

HAWKS POINT CDD CASH REGISTER FY 2020

Date	Num	Name	Memo	Receipts	Disbursements	Balance
	Bank United EO			2.03	26,825.63	7,070.84
03/04/2020		DPFG MANAGEMENT & CONSULTING, LLC	CDD Mgmt - March		3,858.33	3,212.51
03/12/2020	1129	STANTEC CONSULTING SERVICES, INC.	Engineering Svcs thru 01/24/20		739.50	2,473.01
03/12/2020 03/12/2020		TAMPA ELECTRIC TAMPA ELECTRIC	1/31/20 - 2/28/20 - 2160 Golden Falcon Dr 01/31/20 - 2/28/20 - 1416 Little Hawk Dr		85.27 65.92	2,387.74 2,321.82
03/12/2020	- 	BankUnited	Funds Transfer	50,000.00		52,321.82
03/19/2020		HAWKS POINT CDD	DS 2017 Tax Collection Share c/o Wells Fargo thru 03.04.20		14,371.99	37,949.83
03/24/2020		Landscape Maintenance Professionals, Inc.	Pencil Pruning of Crape Myrtles, Landscape Maint -04/2020		13,605.00	
03/24/2020		STANTEC CONSULTING SERVICES, INC.	Pond Maint - January, Feb		2,950.00	21,394.83
		STRALEY ROBIN VERICKER	Legal Svcs thru 02/15/20		232.50	÷
		DPFG MANAGEMENT & CONSULTING, LLC	CDD Mgmt - April 2020		3,858.33	17,304.00
03/27/2020 03/31/2020		Landscape Maintenance Professionals, Inc. BankUnited	Irrigation Inspection repairs Interest	2.00	748.58	16,555.42 16,557.42
03/31/2020	Bank United EO		Interest	50,002.00	40,515.42	16.557.42
04/08/2020	1136	Accurate Drilling Solutions	Service call - 03/25/20 - Replacement for Controller on pump 4	l l	602.34	15,955.08
04/08/2020		STANTEC CONSULTING SERVICES, INC.	Engineering Svcs thru 03/20/20		612.50	15,342.58
		STRALEY ROBIN VERICKER	Legal Svcs thru 03/15/20		932.70	
04/08/2020		TAMPA ELECTRIC	2/29-3/30 - Electricity		169.15	14,240.73
		HAWKS POINT CDD	DS 2017 Tax Collection Share c/o Wells Fargo thru 04.13.20	50,000,00	2,984.31	11,256.42
04/23/2020 04/23/2020		BankUnited Accurate Drilling Solutions	Funds Transfer Well Drilling and new pump system installation	50,000.00	18,164.80	61,256.42 43,091.62
04/28/2020		Accurate Drilling Solutions STRALEY ROBIN VERICKER	Legal Svcs thru 04/15/20	·	574.60	42,517.02
04/30/2020		BankUnited	Interest	2.41		42,519.43
	Bank United EO		·	50,002.41	24,040.40	42,519.43
		DPFG MANAGEMENT & CONSULTING, LLC	CDD Mgmt - May 2020		3,858.33	38,661.10
ļ -		Innovative Employer Soltuions	Bos Mtg - 4/21/20	ļ	140.80	38,520.30
05/01/2020	747666DD	MARIE CHANTAL COPELAND	Bos Mtg - 4/21/20	· 	184.70	38,335.60
05/01/2020		WILLIAM J HATHAWAY	Bos Mtg - 4/21/20 Rec Mtg - 4/21/20	ļ	184.70	38,150.90
05/01/2020 05/08/2020		SHERRI KEENE Innovative Employer Soltuions	Bos Mtg - 4/21/20 Bos Mtg - 4/21/20	 	184.70 86.20	37,966.20 37,880.00
05/08/2020	1	Caryn Williams	BOS 04/21/2020		184.70	37,695.30
05/11/2020	1144	Landscape Maintenance Professionals, Inc.	Landscape Maint -05/2020		11,050.00	26,645.30
05/11/2020	1145	STANTEC CONSULTING SERVICES, INC.	Engineering Svcs thru 04/24/20		254.00	26,391.30
	1146	TAMPA ELECTRIC	3/30-4/29 - Electricity		199.15	26,192.15
05/21/2020		BUSINESS OBSERVER	Legal Ad - Notice of Qualifying Period 5/15/20		52.50	26,139.65
	1148	CertaPro Painters	Paint exterior wall 24th to 30th Street		6,350.00	19,789.65
05/21/2020 05/29/2020	1149	STANTEC CONSULTING SERVICES, INC. BankUnited	Pond Maint - March-April Funds Transfer	50,000.00	2,950.00	16,839.65 66,839.65
		Caryn Williams	Bos Mtg - 5/19/20	30,000.00	184.70	66,654.95
05/29/2020		Innovative Employer Soltuions	Bos Mtg - 5/19/20		147.40	66,507.55
	755485DD	SHERRI KEENE	Bos Mtg - 5/19/20		184.70	66,322.85
05/29/2020		WILLIAM J HATHAWAY	Bos Mtg - 5/19/20		184.70	66,138.15
05/31/2020		BankUnited	Interest	3.50		66,141.65
2010110000	Bank United EO			50,003.50	26,381.28	66,141.65
06/01/2020 06/01/2020	1152 1150	Landscape Maintenance Professionals, Inc. DPFG MANAGEMENT & CONSULTING, LLC	CDD Mgmt - June2020	 	11,586.50 3,858.33	54,555.15 50,696.82
06/09/2020		Landscape Maintenance Professionals, Inc.	CDD Wight - June2020	·	176.52	50,520.30
		HAWKS POINT CDD	DS 2017 Tax Collection Share c/o Wells Fargo thru 06.5.20	11	838.00	49,682.30
		STANTEC CONSULTING SERVICES, INC.	· · · · · · · · · · · · · · · · · · ·		1,964.25	47,718.05
06/10/2020	1156	Steadfast Environmental	Plant Pickerelweed		4,500.00	43,218.05
06/10/2020	1157	STRALEY ROBIN VERICKER	Legal Svcs thru 05/15/20	.	1,520.00	41,698.05
06/10/2020	1158	TAMPA ELECTRIC	ļļ	.i	128.63	41,569.42
06/18/2020		Innovative Employer Soltuions	Bos Mtg - 5/19/20	ļ	79.60	41,489.82
06/18/2020 06/25/2020		MARIE CHANTAL COPELAND DIBARTOLOMEO, McBEE, HARTLEY, & BARNES,PA	Bos Mtg - 5/19/20 Audit FY 2019	 	184.70 2,900.00	41,305.12 38,405.12
06/25/2020	1160	Landscape Maintenance Professionals, Inc.	Irrigation Repairs		109.11	38,296.01
06/30/2020			Interest	4.12		38,300.13
	Bank United EO	M Balance		50,007.62	27,845.64	38,300.13
07/01/2020	1161	DPFG	CDD Mgmt - July 2020		3,858.33	34,441.80
07/01/2020	1162	Landscape Maintenance Professionals, Inc.	Landscape Maint - July		11,050.00	23,391.80
07/01/2020	1163 1164	STRALEY ROBIN VERICKER	Legal Svcs thru 06/15/20		1,402.50	21,989.30
07/02/2020 07/02/2020	1164	Landscape Maintenance Professionals, Inc. STANTEC CONSULTING SERVICES, INC.	Irrigation Repairs 6/23/20 Engineering Svcs thru 06/19/20		208.85 409.00	21,780.45 21,371.45
07/07/2020	1166	STANTEC CONSULTING SERVICES, INC.	Pond Maint - June		1,475.00	19,896.45
07/07/2020	1167	TAMPA BAY TIMES	Legal Ad - 6/24/20 - O&M Assesments		1,348.00	18,548.45
07/09/2020	1168	TAMPA BAY TIMES	Legal Ad - 7/1/20 - Budget Hearing		463.00	18,085.45
07/16/2020	1169	Landscape Maintenance Professionals, Inc.	Irrigation Repairs 7/9/20		203.72	17,881.73
07/17/2020	1170	STANTEC CONSULTING SERVICES, INC.	Landscape Improvements		10,485.00	7,396.73
07/17/2020	4011070000	TAMBA ELECTRIC	Funds Transfer	50,000.00		57,396.73
07/23/2020	ACH072320.1 ACH072320.2	TAMPA ELECTRIC TAMPA ELECTRIC	5/30-6/29 1416 Little Hawk Dr 5/29-6/26 - 2160 Golden Falcon Dr		57.82 95.43	57,338.91 57,243.48
07/23/2020 07/31/2020	773609DD	MARIE CHANTAL COPELAND	5/29-6/26 - 2160 Golden Falcon Dr Bos Mtg - 7/21/20		95.43 184.70	57,243.48 57,058.78
07/31/2020	773610DD	WILLIAM J HATHAWAY	Bos Mtg - 7/21/20		184.70	56,874.08
07/31/2020	773611DD	SHERRI KEENE	Bos Mtg - 7/21/20		184.70	56,689.38
07/31/2020	773612DD	Caryn Williams	Bos Mtg - 7/21/20		184.70	56,504.68
07/31/2020	ACH073120	Innovative Employer Soltuions	Bos Mtg - 7/21/20		178.00	56,326.68
07/31/2020	Donk Haits d. E.O.	M Polones	Interest	3.96	24.070.17	56,330.64
08/01/2020	Bank United EO	DPFG M&C	CDD Mgmt - August 2020	50,003.96	31,973.45 3,858.33	56,330.64 52,472.31
08/03/2020	1174	Landscape Maintenance Professionals, Inc.	Landscape Maint - August		11,050.00	41,422.31
08/03/2020	1173	STRALEY ROBIN VERICKER	Legal Svcs thru 07/15/20		950.00	40,472.31
08/05/2020	1175	Landscape Maintenance Professionals, Inc.	-		648.53	39,823.78
08/11/2020	1176	Landscape Maintenance Professionals, Inc.			1,125.47	38,698.31
08/11/2020	1177	STANTEC CONSULTING SERVICES, INC.	Engineering Svcs thru 07/24/20		254.00	38,444.31
08/13/2020	1179	Shazam Construction, LLC	Pressure washing wall		1,600.00	36,844.31
08/13/2020	1180	STRALEY ROBIN VERICKER	Legal Svcs thru 01/15/20 (rcvd 8/11/20)		135.00	36,709.31
08/17/2020	1181 ACH082820	STANTEC CONSULTING SERVICES, INC. TAMPA ELECTRIC	Engineering Svcs thru 08/7/20 6/27-7/29 - 2160 Golden Falcon Dr		2,425.00	34,284.31 34,136.97
08/25/2020 08/25/2020	ACH082520.2	TAMPA ELECTRIC	6/30-7/29 1416 Little Hawk Dr		147.34 59.82	34,136.97
08/26/2020	1182	STANTEC CONSULTING SERVICES, INC.	Engineering Svcs thru 08/14/20		830.00	34,077.15
08/26/2020	1183	Steadfast Environmental	Pond Maintenance August 2020		1,534.80	31,712.35
08/27/2020	1184	STRALEY ROBIN VERICKER	Legal Svcs thru 08/15/20		1,582.50	30,129.85
08/28/2020	ACH082820	Innovative Employer Soltuions	Bos Mtg - 8/18/20		140.80	29,989.05
08/28/2020	782239DD	MARIE CHANTAL COPELAND	Bos Mtg - 8/18/20		184.70	29,804.35

HAWKS POINT CDD CASH REGISTER FY 2020

Date	Num	Name	Memo	Receipts	Disbursements	Balance
08/28/2020	782240DD	WILLIAM J HATHAWAY	Bos Mtg - 8/18/20		184.70	29,619.65
08/28/2020	782241DD	SHERRI KEENE	Bos Mtg - 8/18/20		184.70	29,434.95
08/31/2020			Interest	3.75		29,438.70
Bank United EOM Balance 3.75 26,895.69					29,438.70	

EXHIBIT 4



Estimate

Date

8/22/2020

Estimate # 67396

LMP REPRESENTATIVE

DG-TI

PO #

Work Order #

See attached map.

DESCRIPTION	QTY	COST	TOTAL
Controller # 4 PROS06 Hunter 6 inch spray head spray nozzle Labor: 2 men @ \$ 85.00 per hour Irrigation inspection repairs needed: Replace 1 spray head with spray nozzle. Replace 3 clogged or damaged spray nozzle.	1 4 0.25	13.25 1.90 85.00	13.25 7.60

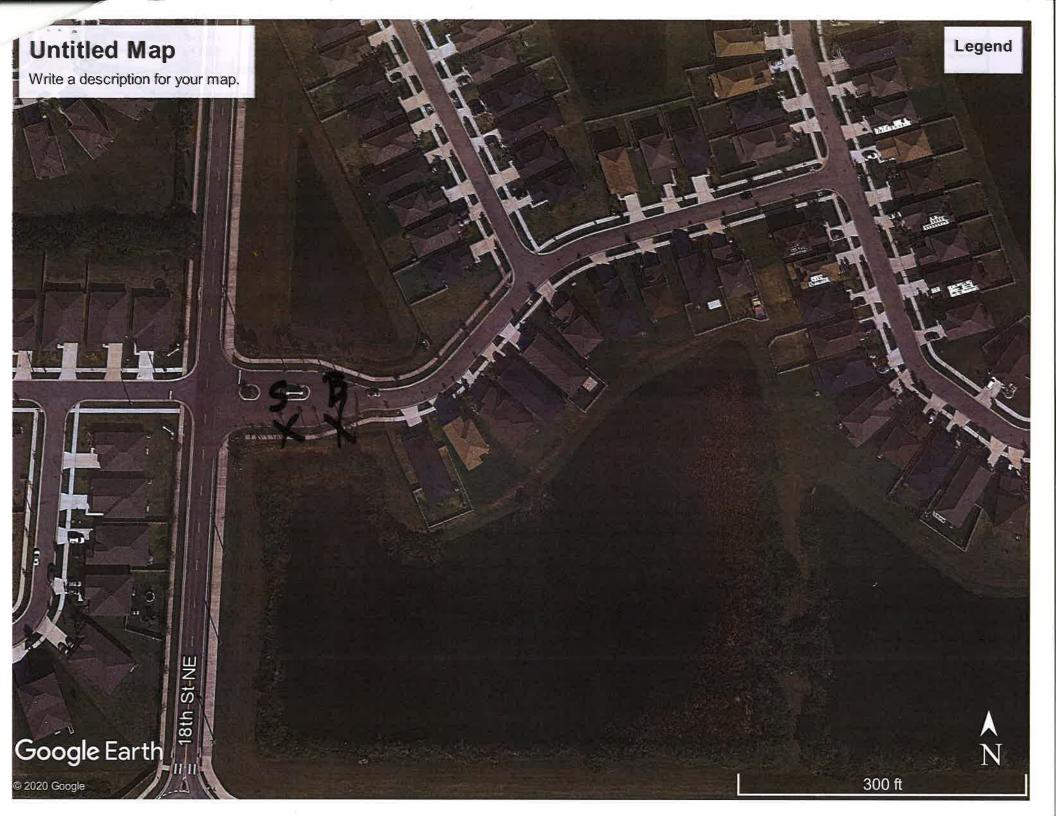
TERMS AND CONDITIONS:

TOTAL \$42.10

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	1	AGENT
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Estimate

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

Date	7/25/2020	
Estimate #	66990	
LMP REPRESENTATIVE		
DG-TI		
PO#		
Work Order#		

DESCRIPTION	QTY	COST	TOTAL
Controller # 3 MP200090 Hunter MP Rotator nozzle 2000 series 90 - 210 degrees	10	11.03	110.30
MP1000360 Hunter MP Rotator nozzle 1000 series full circle	1	10.50	10.50
Labor: 2 men @ \$ 85.00 per hour	0.5	85.00	42.50
Irrigation inspection repair needed: Replace 11 clogged or damaged MP Rotator nozzles.			

TERMS AND CONDITIONS:

TOTAL \$163.30

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.

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OWNER /	AGENT
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Estimate

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

Date 7/25/2020

Estimate # 66989

LMP REPRESENTATIVE

DG-TI

PO #

Work Order #

See attached map.

Controller # 2 spray nozzle 15 PROS06 Hunter 6 inch spray head 1 Labor: 2 men @ \$ 85.00 per hour 0.5 Irrigation inspection repairs needed: Replace 14 clogged or damaged spray nozzles. Replace 1 broken or leaking spray head.	1.90 13.25 85.00 28.50 13.25 42.50
2	

TERMS AND CONDITIONS:

TOTAL \$84.25

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.

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Estimate

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

Controller # 1 - zone 12 - by lift station. See attached map.

Date	7/25/2020	
Estimate #	66988	
LMP REPRESENTATIVE		
DG-TI		
PO#		
Work Order#		

DESCRIPTION	QTY	COST	TOTAL
ICD100 Hunter 1 station decoder King wire connector blue Labor: 2 men @ \$ 85.00 per hour	1 2 0.5	168.00 1.26 85.00	168.00 2.52 42.50
Replace faulty Hunter 1 station decoder that is no longer under warranty.			

TERMS AND CONDITIONS:

TOTAL \$213.02

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.

OWN	ED /	۸C	CNIT
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EXHIBIT 5



Representing (Name of Firm): _

Steadfast Environmental, LLC

Proposal

154

FKA Flatwoods Environmental 30435 Commerce Drive Ste 102 | San Antonio, FL 33576 813.836.7940 | office@steadfastenv.com www.SteadfastEnv.com Date

Proposal # **Customer Information** Project Information Hawks Point CDD Pond 21 Remo... Hawks Point CDD Hawks Point CDD Contact c/o DPFG Pond #21 Clean up 250 International Pkwy Suite 280 **Phone** Lake Mary, FL 32746 E-mail raymond.lotito@dpfg.com **Proposal Prepared By:** Joe Hamilton **Type Of Work** Pond Clean Up Account #

8/31/2020

Steadfast Environmental, LLC. formally known as Flatwoods Environmental proposes t supervision necessary to construct, as an independent contractor, the following described		nterials, equipment and
Description		Cost
Removal of shoreline vegetation (Willow, Cattails & associated brush) around pond #21.		1,050.00
Vegetation to be flush cut and hauled off-site for disposal.		
Est. Timeframe - 1 Day		
I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and	Total	\$1,050.00
agree to pay the charges resulting thereby as identified above. I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.		
Accepted this, 20		
Signature: Printed Name and Title:		



EXHIBIT 6

From: Jarrett Myers < <u>jarrett@capitalland.net</u>>
Sent: Tuesday, September 08, 2020 1:25 PM
To: Raymond_Lotito < <u>raymond.lotito@dpfg.com</u>>

Subject: RE: RFP for Landscape Materials Supply and Installation

Good Afternoon Raymond,

I do apologize for this, it should have been sent by my team Friday morning and it did not unfortunately. I do understand that it is late and most likely will not be accepted, however, just in case I have attached our proposal.

I do have some take aways and notes for you to help save money:

- Cordyline, I am only counting 18 not 21 as on legend. So I bid for 18.
- Ilex Schillings, these are hard to get to 20" in pots. I found them in 14-16", next size up is only 1-2" taller so I kept it at the 14-16" for cost savings.
- Dwarf Red Ixora, I am counting 443 on the plans not 406 as on the legend. My bid reflects the 443.

Soil -

I bid exactly how it reads 6" removed and 6" installed. I would like to discuss this with you, I really think you can save approximately \$10k in this category.

Again, I am sorry about being late. I look forward to hopefully working with you in the near future!

Regards,

Jarrett B. Myers

Chief Operating Officer Capital Land Management Mobile (813)469-8716 www.capitalland.net

From: Raymond_Lotito [mailto:raymond.lotito@dpfq.com]

Sent: Tuesday, September 08, 2020 8:21 AM

To: Jarrett Myers

Subject: RE: RFP for Landscape Materials Supply and Installation

Good morning Jarrett-

Hawks Point CDD did not receive a proposal from you. Was there a there a problem in responding? Thanks-

Raymond J. Lotito
District Manager
DPFG Management & Consulting, LLC
O: 813.418.7473 X-4305 | C: 407.619.6185

Raymond.lotito@dpfg.com



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From: Raymond_Lotito < raymond.lotito@dpfg.com >

Sent: Thursday, August 27, 2020 7:08 AM **To:** Jarrett Myers < <u>jarrett@capitalland.net</u>>

Cc: Chantal Copeland < chantal.copelandcddhawkspoint@gmail.com Subject: Re: RFP for Landscape Materials Supply and Installation

Jarrett-

Thanks for letting us know. We look forward to receiving your response.

Raymond J. Lotito District Manager DPFG, Inc. 15310 Amberly Drive, Suite 175

Office: <u>813.418.7473</u> Cellphone: 407.619.6185

Tampa, FL 33647

On Aug 26, 2020, at 7:15 PM, Jarrett Myers < <u>jarrett@capitalland.net</u>> wrote:

Thank you Raymond, we will be looking at this and have this over to you by the deadline.

Thank you for reaching to us. We currently finished a project of larger size in Ruskin called Belmont if you would like to see our work. The front entrance was renovated slightly, several areas down the Blvd as well as the new pool.

Regards,

Jarrett B. Myers

Chief Operating Officer Capital Land Management Mobile (813)469-8716 www.capitalland.net

From: Raymond_Lotito [mailto:raymond.lotito@dpfg.com]

Sent: Friday, August 21, 2020 4:22 PM

To: Jarrett Myers

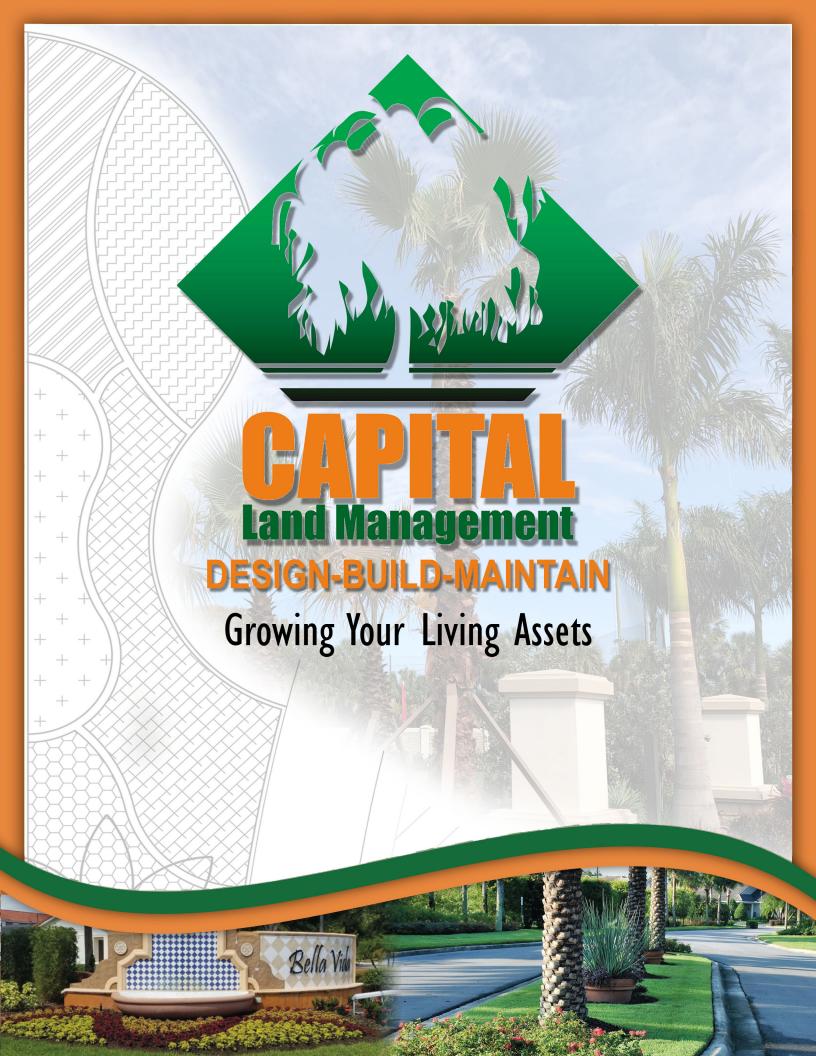
Subject: RFP for Landscape Materials Supply and Installation

Raymond J. Lotito
District Manager
DPFG Management & Consulting, LLC
O: 813.418.7473 X-4305 | C: 407.619.6185

Raymond.lotito@dpfg.com

<image001.png>

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Since our founding in 2009, Capital Land Management has been known for quality services, exceptional efficiency and the highest level of professionalism. No matter what service you're looking for, we guarantee to not only meet, but exceed your expectations and ensure your full satisfaction.

With over 160 employees and growing, our team is up for every job, managing projects with the skill and experience our clients have come to expect.



Design - Build Maintenance Agronomics Irrigation





"Capital has a built in group of owners, managers and crew that take pride in what they do, it is not just a job, they take pride in their work."

- Oakbridge Homeowners Association



Lakeland

Orlando

Tampa





Design - Build Maintenance Agronomics Irrigation





"They seem to have a genuine caring and concern for the community, which is something as community manager, you can appreciate"

- Fishhawk Community Manager







Design - Build Maintenance Agronomics Irrigation



"Having Capital Land Management on board, allows us to feel confident we will always have our best foot forward"

- Glenbrook Homeowner Association



Lakeland

Orlando

Tampa

Design - Build

We accept all size landscape design projects. From small residential landscape and irrigation needs to larger, more intricate and extensive landscapes, we do it all at an affordable price. This includes installation.

Our experienced landscape design team can design a more beautiful and sustainable landscape that requires less water and ongoing care. We design and install original landscapes and irrigation systems. Plus, we also do redesigns, upgrades and beautifications to existing landscapes.

Capital Land Management produces gorgeous landscapes that are well planned, lush and colorful. We use the right plants in the right places, taking in account precise soil pH, moisture and sun/shade temperature conditions. Plus, we help homeowners and property managers avoid costly mistakes beforehand. Best of all, our Landscape Design services cost substantially LESS MONEY than others in the business.

9 Principles of Florida-Friendly Landscaping

- Right Plant, Right Place
- Water Efficiently
- · Fertilize as Needed
- Maximize Mulch
- Attract Wildlife
- Control Pests Responsibly
- Recycle
- Reduce Storm Water Runoff
- Protect the Waterfront

At Capital Land Management, we adhere to the above 9 principles when designing your landscape







Design - Build Maintenance Agronomics Irrigation

Maintenance

Capital Land Management is committed to getting the job done, especially when it comes to this service. You can count on us to be professional, timely, efficient and make sure you're satisfied every step of the way. Capital Land Management provides responsive, superior service. Our team has a 20-year history of success maintaining and improving the landscape assets of large commercial and community properties in Central Florida.

Our all-inclusive Commercial Services include:

- Complete Landscape Maintenance
- Irrigation Management
- Fertilization and Spraying
- Tree Care
- Beautification and Design Improvements
- Emergency Services

We employ state-of-the-art technology and use the best horticultural practices and scientific knowledge. In addition, our uniformed employees are highly skilled, courte-ous and thorough. We provide the pro-active, personal service and care that property owners appreciate.

We service everyone. This includes:

- Home Owner's Associations
- Shopping & Retail Centers
- Industrial & Warehouse Centers
- Hospital & Medical Centers
- Hotels & Resorts
- Municipal & Community Outdoor Spaces
- Commercial Real Estate & Property Managers
- Developers



Design - Build Maintenance Agronomics Irrigation



Agronomics

Our agronomic division is a vital part of property maintenance. Fertilizers are concentrated nutrients designed to help your grass, trees, plants and flowers grow and remain healthy in Florida's dynamic weather. Capital Land Management offers proven fertilization programs designed to enhance plant growth and health. We apply the right fertilizers for the right plants – and at the right times of year. Our agronomic division is here to help!



Design - Build Maintenance Agronomics Irrigation

Irrigation

- Check timer program settings and reset as needed
- Program your timer for any seasonal or landscape changes
- Test each zone for proper coverage
- Adjust and clean sprinkler heads for damages to nozzles
- Raise donuts and pack dirt around heads
- Straighten heads as necessary
- Check all control valves
- Survey property for any leaks
- Inspect pump station/water supply functions
- Inspect all other mechanical systems for defects

We're one of the few professional Landscape
Maintenance companies in Central Florida who is also
properly licensed to service Irrigation Systems.
This means we can save you money, because our
landscape maintenance programs include servicing
and inspecting your Irrigation System.

Our once-a-month Irrigation Check-Ups include:

Our irrigation team will fill out monthly reports, letting you know how your Irrigation System is performing. If necessary, we can improve and upgrade your existing Irrigation System with the newest, most advanced technologies available. Plus, we also do new installations.

Irrigation issues? We're always there to help!





Jarrett Myers Chief Operating Officer

Mr. Myers has been in the landscaping industry for over 22 years. His experience includes various tasks throughout landscape such as Irrigation Design, Landscape Design, master planning for communities, overseeing large scale projects from start to finish, which include: Office Parks, Home Owner Associations and Community Development Districts. Jarrett Myers ultimate goal is to provide a path that will impact our team members lives both personally and professionally.

Chapel Chase Wesley Chapel, FL

Managed Landscape and Irrigation Installation for a new home community located in Pasco County off Boyette Road. Landscape installation included a lush entry, buffers and community park.

The Cove at Rocky Point Tampa, FL

Oversaw day to day operations of Landscape and Irrigation installation for a luxury waterfront community located in Hillsborough County. The Cove at Rocky Point is a signture Taylor Morrison Community, located on the site of the former A la Carte Pavillion.

Cheval Lutz, FL

Oversaw Landscape and Irrigation rennovation of over \$750k which transformed the community to the level that exceeded residents expectations. Cheval is a landmark, luxury community located in Lutz.

Airport Commerce Park Orlando, FL

Oversaw Landscape and Irrigation installation in Lake County.

Polytechnic University Student Development Center Lakeland, FL

Managed the installation of irrigation and landscaping for this new state of the art building designed by Straughn Trout. The idea of this project was to show off all of its architectural features.

Fishhawk Ranch CDD Lithia, FL

Developed a management and maintenance plan to care for the entire landscape operations for Fishhawk Ranch, an over a million dollar a year property. This property has now resigned 3 years in a row with great reviews.

Celebration CDD Celebration, FL

With over 26 miles of trails and 4,300 homes, Jarrett, Developed a Management plan to care for the entire landscape operations of this highly renowned community with an annual budget over \$1.2 million.

Park Square Homes

Cultivated a relationship that not only the home builder can trust to maintain over \$1.5 million worth of landscape maintenance but to rely on us to keep the communities fresh and beautiful while they sell homes in mostly resort style communities.

Taylor Morrison Homes

From installing new landscape to maintaining, together with Taylor Morrison, Jarrett built the relationship that the client can count on. Capital Land Management has a combined install of over \$1 million in landscape throughout several Taylor Morrison Communities.



Design - Build Maintenance Agronomics Irrigation

Education:

Associates Degree in Sciencefrom ITT Technical Institute

Certified Pest Control
OperatorBest Management
Practices Certified



Steve Bruce *Chief Finance Officer*

25 Years Experience in Landscape Management in the Orlando, Tampa and Sarasota Markets. In those markets, Steve was directly responsible for the management of properties such Marriott Vacation Club Grande Vista Cypress Harbour, Renaissance Resort, Peabody located in Orlando, Westin Innisbrook Resort, Tampa International Airport, The Meadows, and Lakeridge Falls 600 home maintenance-free community in Sarasota.

Founding member of Capital Land Mgmt overseeing the growth and development from 2009 Revenues of \$25k to estimated revenues of \$12M in 2019. Work with developers such as Taylor Morrison, DR Horton, Park Square Homes, Exeter Property Group in the construction of new bedroom communites and commercial properties

Marriott Vacation Club Cypress Harbour Resort and Grande Vista Resort Orlando, FL

Two premium vacation ownership resorts near top attractions in Orlando, Florida. Managed the landscape installation and maintenance for 200 +/- acres. Site included multiple outdoor pools, fitness center, tennis courts, boardwalks, nature trails, interactive children's play areas and recreational lakes. Annual maintenance budget over \$1 million.

Hyatt Regency Orlando Orlando, FL

Formerly known as the Peabody Hotel and across from the Orange County Convention Center, managed the landscape of the 12 +/-acre hotel to include the pool and amenity areas. Designed for business travelers from all over the world, the landscape had to be meticulous. Annual maintenance budget over \$200,000.

Tampa International Airport Tampa, FL

Tampa International Airport is an international airport six miles west of Downtown Tampa. Managed landscape installation and maintenance as it continued to evolve and expand as a world-class airport enhancing the passenger experience. Annual maintenance budget over \$700,000.

Developers

Allied partners with developers Taylor Morrison, DR Horton, Park Square Homes, and Exeter Property Group. From the ground up, we installed and maintain newly developed communities in the Tampa and Orlando markets for theses builders until the projects are fully built—out.

Westin Innisbrook Resort & Spa Palm Harbor, FL

Located in Palm Harbor with over 900 wooded acres and home to the PGA Tour Valspar Championship Golf Tournament, managed the grounds and amenity areas. Site included multiple outdoor pools, fitness center, tennis courts, boardwalks, nature trails, interactive children's play areas and lakes. Annual maintenance budget over \$1 million.

Renaissance Orlando at SeaWorld® Orlando, FL

Adjacent to of SeaWorld®, managed the landscape of the 20 +/- acre hotel to include the pool, atrium, and over 50,000 square feet of outdoor event spaces. Designed for corporate conventions as well as romantic getaways, the grounds demanded great attention to detail while always being clean, lush, and bursting with color. Annual maintenance budget over \$250,000.

Lakeridge Falls Sarasota, FL

An active adult community located on 170 acres in Sarasota, LRF is comprised of three different neighborhoods composed of single-family units, duplex villas, and garden villas. In addition to the homes, site included 16 scenic lakes, a preserve area, extensive paved walking paths and lush landscape. Annual maintenance budget over \$300,000.



Design - Build Maintenance Agronomics Irrigation

BS in Finance, East Carolina University

ISA Certified Arborist

FNGLA Florida Certified Landscape Contractor

Florida Certified Pest Control Operator

Josh Burton Chief Risk Officer



Josh Burton is a Lakeland native and graduated from Florida Southern College with a degree in Horticulture Production. He started in the landscape industry at a very young age and now has 20 years of industry experience under his belt. Josh's knowledge ranges from many categories which include but not limited to large scale landscape installations, commercial maintenance projects, agronomics, and irrigation. He is also a licensed irrigation contractor. Josh's current role is Chief Risk Officer. In this role he develops and enforces policies to increase health and safety within the workplace as well as managing Human Resources within the organization.

Ruthven Warehouse Lakeland, FL

Managed the installation of irrigation and landscaping for this newly built 63,000SF warehouse.

Polytechnic University Student Development Center Lakeland, FL

Managed the installation of irrigation and landscaping for this new state of the art building designed by Straughn Trout. The idea of this project was to show off all of its architectural features.

Publix Field at Joker Merchant Stadium Lakeland, FL

Installed the irrigation system for this newly renovated field.

Saddle Creek Corporate Office Expansion Lakeland, FL

Installed a new irrigation system and landscape package for this newly renovated building.

Florida Southern College Soccer and Softball Field Lakeland, FL

Installed the irrigation system for the new soccer and softball field.

Tax Collector Office Davenport, FL

Managed the installation of irrigation and landscaping for this new state of the art tax collector office in Polk County.

KIA Dealership Albany, GA

Managed the installation of irrigation and landscaping for this new KIA dealership. This project was completed ahead of schedule allowing contractor to make adjustments to shorten the critical path schedule.

Cube Smart Storage Orlando, FL

Managed the installation of irrigation and landscaping for this new multi-story storage facility.

Phillips Feed Warehouse Expansion Lakeland, FL

Managed the installation of irrigation and landscaping for this 90,000SF warehouse expansion.

McDonalds

Venice – Sarasota – Englewood – Boggy Creek

Managed the installation of irrigation and landscaping of four McDonalds restaurants in Central and West Coast of Florida.



Design - Build Maintenance Agronomics Irrigation

James Piney (P.J.) Executive Vice President of Business Development Mr. Piney has been in that landscape and turf management in years. Covering every faucet of the industry, he has worked or



Mr. Piney has been in that landscape and turf management industry for 18 years. Covering every faucet of the industry, he has worked on several large-scale projects in maintenance, construction, irrigation, fertilizer & chemical application, aquatic plant management, and sports turf fields. James's tenure in the industry included experience with large national firms before becoming a managing partner in Capital Land Management.

CAPITAL Land Management

Design - Build Maintenance Agronomics Irrigation

Champions Gate Golf Resort Kissimmee, FL

Was an integral part of the initial grow in process when the course was built. Worked in the field during the shaping, irrigation, and sprigging installation. Once grown in, I managed the maintenance of the National Course while going to school to earn a degree in turf management.

Reunion Resort Kissimmee, FL

Personally managed over 2 million dollars in contractual work for the resort. Was heavily involved in parts of the new construction and installation. Included in that was following detailed construction plans to install expansive landscape and specialty material like very large palm installs that came from California.

Gaylord Palms Resort Kissimmee, FL

Completed several landscape and irrigation projects at the resort. Also helped manage the maintenance operation for the outside grounds area.

The Club at Mediterra Naples, FL

Completed a three-month internship at this very high-end golf club. Was involved daily with Bermuda turf renovation projects that included fumigation of existing areas and complete grow ins from start to finish.

Tiger Town Baseball Complex Lakeland, FL

Together, with Capital Land Management, installed a new irrigation system for the complex where the Detroit Tigers play their spring schedule.

Florida Southern College Soccer & Softball Fields Lakeland, FL

Together with Capital Land Management, installed a new irrigation system for both complexes and oversaw the new turf installation.

Taylor Morrison Homes Tampa, FL

Completed multiple landscape and irrigation installations for the entrances and common areas of new communities being built.

Hawks Point Community Development District

Development Planning and Financing Group 250 International Parkway Suite 280 Lake Mary, FL 32746 Phone: 321-263-0132

REQUEST FOR PROPOSAL

This Request for Proposal is for the **Supply and Installation of Entry Landscape Materials** located within the boundaries of Hawks Point Community Development District (CDD). The Hawks Point CDD is located in Ruskin, FL., Please see the location map attached.

All details and specifications are included on the supplied drawings.

Bidders are required to visit the property to become familiar with the project and must provide a statement in their proposal that they have reviewed the project site.

BIDS BY ARE DUE BY 1:00 pm Friday, September 4, 2020 - EMAIL BIDS ONLY

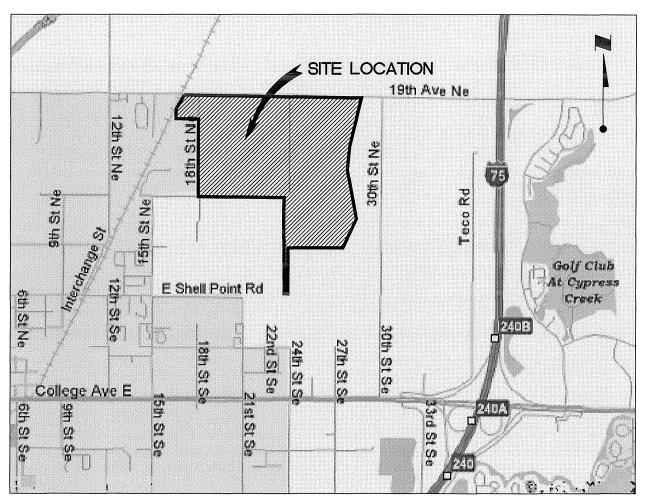
ALL Questions and Bid Responses Are to Be Directed To:

Adam Markle PLA, CLARB, LEED AP Stantec Project Manager, Associate

Direct: 813 746-3802 Mobile: 941 718-9591 adam.markle@stantec.com

Raymond J. Lotito District Manager

VICINITY MAP HAWK'S POINT CDD



SOURCE: www.mapquest.com

Conductivity

remain. Soil amendments shall be added as necessary to meet the following parameters:

Contractor is responsible for determining all utility locations and installing facilities so as to not conflict. 4. All damage to existing utilities or improvements caused by contractor shall be repaired at no additional cost to the

5. Soil testing shall be performed in all planting areas (including sodded areas) prior to construction with results submitted to landscape architect. Samples shall be taken from each different planting area, from soil which is to

4 - 10% Organic Matter 60-70% Calcium 10-20% Magnesium Equal to Potassium Phosphorus Potassium 3-5% Soluble Salts/

After amendments have been added, resubmit results to the landscape architect for approval.

6. All planting beds shall be excavated a minimum of 6" and backfilled with planting mix. Reference planting details for actual depth of required excavation. All sodded areas shall have a minimum of 2" of topsoil on well drained

7. Contractor shall grade all landscape areas, eliminating all surface irregularities, depressions, vegetative matter, sticks, stones, and other debris, and remove them from site.

Furnish to the owner a unit price breakdown for all materials. The owner may, at there discretion, add or delete from the materials utilizing the unit price breakdown submitted.

All new plant material shall be graded Florida #1 or better as defined by the latest edition of "Florida Grades and Standards for Nursery Stock".

10. Caliper measurement shall be taken six inches above ground level if specification is four inches or less and twelve inches above ground level if specification is greater than four inches.

11. All plant material shall be nursery grown and 100% acclimatized to local conditions.

12. Submit the following: Mulch, planting soil, soil sample analysis, plant material.

less than 2 mmho/cm

13. Provide a representative sample of each plant material type for approval by the landscape architect prior to

installation. Approvals may be granted through representative photos at landscape architect's discretion. 14. All new plant material shall be guaranteed for 1 year, from time of final acceptance of project, any plant material not in a healthy growing condition will be replaced by the contractor, at no additional cost to the owner within 10 days of notification. Extend warranty period an additional 6 months beyond the original warranty period, for all replacement plant material. Warranty is null and void for plant material which is damaged or dies as a result of "Acts of God" limited to hail, freeze, lightning, automobile damage, and winds exceeding 75 mph as defined by the National Weather Service. All trees that lean or are blown over, caused by winds less than 75 mph, will be re-set and braced by the contractor at no additional cost to the owner.

15. All trees, shrubs and ground covers shall be of the sizes as called for in the Plant Schedule. Where there is a discrepancy either in quantities, plant names, sizes or specifications between the plan and Plant Schedule, the

plan takes precedence. 16. No plant material will be accepted showing evidence of cable, chain marks, equipment scars, or otherwise

17. Plant material will not be accepted when the ball of earth surrounding its roots has been cracked, broken or

18. New plant material to be installed will be field adjusted to accommodate existing plant material such as overhead canopy trees, under-story trees and shrubs or ground cover. This will insure existing plant material to remain in its natural state. Therefore, no existing plant material will be altered by removing, cutting, trimming or destroying in order to install new plant material.

19. Root-prune all non-container grown trees a minimum of (8) weeks prior to planting. See detail. Note size of planting pits on planting details.

20. All protected trees, if any, shall be trimmed in a manner consistent with the "American National Standard for Tree

Care Operations, ANSI, A300, current edition". 21. Protective barricades shall remain in place until land alteration and construction activities are completed.

22. During land alteration and construction activities, it shall be unlawful to remove vegetation by grubbing or to place soil deposits, debris, solvents, construction material, machinery or other equipment of any kind within the drip line of a tree to remain on the site unless otherwise approved by the City.

23. All planting holes to be hand dug except where machine dug holes will not adversely effect or damage utilities or

24. Planting soil to be a weed free mixture of 50% coarse native sand and 50% peat, pH between 6.5 and 7.5. All

plant material to receive planting soil as per details.

25. Use 21 gram Agriform 20-10-5 planting fertilizer tablets per manufacturer's specifications for all plant material. 26. Apply pre-emergent weed killer over grade prior to mulching. Use rates recommended for specified product.

27. Mulch tree rings and shrub and ground cover beds with required mulching material a minimum of 2" deep or as otherwise noted on plans immediately after planting. Thoroughly water mulched areas. After watering, rake mulch to provide a uniform finished surface. Mulched areas shall not exceed 3" in depth. Hold mulch back from the base

of trees and shrubs a minimum of 3". 28. Contractor shall stake & guy all trees and palms per City specifications and per the appropriate detail. Contractor

is responsible for the maintenance and/or repair of all staking and guying during warranty period. 29. All waste, objectionable material, and excess fill shall be removed and disposed of on a daily basis off-site in a

30. Any areas subject to erosion must be adequately stabilized with vegetation material that will, within a reasonable time frame, deter soil disturbance.

31. Coordinate the removal of erosion control fencing with site contractor while performing final planting. 32. Sodding, plugging sprigging or seeding is acceptable for stabilization; however, sodding may be required in areas of erosion-prone soils or where slopes are greater than 5:1. Vegetation other than grass is acceptable unless

GENERAL IRRIGATION NOTES

. Irrigation is to be performed 'design/build' by the contractor.

2. Contractor responsible for investigating and confirming actual field conditions.

3. All shrub beds are to be converted to low-volume drip irrigation tubing.

4. All shrub beds that are proposed to be converted to turf are to be configured with spray heads/rotors by the same manufacturer of the existing system components.

5. Zones are to be re-calibrated to accommodate new components and configurations as necessary. Additional control valves may be required.

6. Contractor to coordinate work with the landscape maintenance company. Owner can provide contact information as

systems, surface pavements, fixtures, structures, or vegetation that is not specifically indicated to be removed as

7. Irrigation system is to provide 100% coverage with limited overthrow onto sidewalks, drives, columns, or fencing. 8. Contractor shall repair at his/her own expense, any damage, whether inside or outside of the project limits, to utility

part of this demolition plan. All damaged items shall be repaired to their original condition, as acceptable to the 9. Except for materials indicated to be salvaged and relocated on site, all cleared materials shall become the contractor's property and shall be removed and disposed of legally off-site. Separate recyclable materials produced during site clearing from other non-recyclable materials. Store or stockpile without intermixing with other materials

and transport them to recycling facilities. 10. The contractor is to submit photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site

11. The contractor is to submit record drawings identifying and accurately locating capped irrigation system conditions.

12. Locate and clearly flag all trees and vegetation to remain or be relocated.

13. The existence and approximate location of any underground utility pipes or structures shown on these plans are obtained by the available records. The contractor is required to take due precautionary measures to protect utility

lines shown and any other lines not of record and not shown on these plans. 14. in areas of new irrigation, remove existing irrigation heads. protect water meters, backflow preventors, and mainline as indicated.



PLANTING SHEET REFERENCE PLAN

Stantec Architecture Inc.

777 S Harbour Island Boulevard Suite 600 Tampa FL 33602-5729 Tel: (813) 223-9500 www.stantec.com

Copyright Reserved

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden

PATCH ALL TRENCHES, FILL VOIDS, AND FIX DAMAGE INCURRED DURING INSTALLATION OF IRRIGATION AND LANDSCAPE SYSTEMS AND

MATERIALS. CONTRACTOR IS RESPONSIBLE FOR REMOVING MUD AND DEBRI FROM STAGING LOCATIONS.

SOD TO BE EDGED/SHAPED AT ALL PLANTING BEDS. CONTRACTOR TO REMOVE PALM FROND TIES WITHIN 14 DAYS AFTER

PLANT MATERIAL QUANTITY LABELS ARE FOR REFERENCE ONLY. THE PLANT SCHEDULE WILL PROVIDE THE COMPLETE, TOTAL QUANTITY FOR

ALL PLANT BEDS IDENTIFIED IN THE PLANS ARE TO RECEIVE A 3" MULCH LAYER. OWNER TO SELECT MULCH. CONTRACTOR TO PROVIDE

By Appd MM.DD.YYYY Revision

BID SET - 100% CD AM 08.18.2020 AM 07.10.2020 . FINAL DRAFT ISSUED TO CLIENT Issued File Name: 215615800_01L-LP100

Permit/Seal

ADAM S MARKLE, PLA FL LIC. # 6667098

Client/Project Logo

Client/Project HAWKS POINT COMMUNITY DEVELOPMENT DISTRICT

HAWKS POINT ENTRY LANDSCAPE

Ruskin, FL, USA

LANDSCAPE PLANTING KEY

215615800

1" = 200'

Project No. Scale **AS NOTED**

Drawing No.

ORIGINAL SHEET - ANSI D

Revision Sheet

LP-001

A. The Contract Documents shall include the Plans, Details, Specifications, Bid Proposal, Contract Agreement, all Addenda, Special Conditions, and Installation Schedule (when required). 1.02 REQUIREMENTS OF REGULATORY AGENCIES A. Comply with Federal, State, Local and other duly constituted authorities and regulatory agencies, without additional cost to the Owner in matters pertaining to codes, safety and environmental matters. B. Any permits for the installation or construction of any of the work included under the contract, which are required by any of the legally constituted authorities having jurisdiction, shall be arranged for by the Contractor and paid for directly by the Contractor, unless otherwise agreed upon in writing. 1.03 SCOPE OF WORK A. All provisions of Contract, including General and Special Provisions and Plans, apply to the work specified in this Section. The Scope of Work includes everything for and incidental to executing and completing all landscape work shown on the Plans, Schedules, Notes and as specified herein. B. Furnish and provide all labor, plants and materials, tools and equipment necessary to prepare the soil for plantings, to install and care for all plant materials (including finish grading if necessary); to remove and / or transport existing plants if indicated; to furnish, plant, fertilize guy and brace, water, mulch and prune all new plant materials, and to execute all other Work as described herein or indicated on The Plans. C. Work under this Section shall include labor and materials for final grading and raking to prepare the site for sodding, sprigging, or seeding, so finished lawn or playing field will appear even and uniform, will drain adequately, and will comply with the intent of the landscape drawings. D. Initial maintenance of landscape materials as specified in this document. 1.04 QUALITY ASSURANCE A.Landscape work shall be contracted to a single firm specializing in landscape work, who shall in turn subcontract no more than 40% of the work specified. All subcontractors under the control of the Contractor involved in the completing of the landscape work, shall be made known to the Owner and the Landscape Architect prior to the commencement of work on the project. B. All work of the Section shall conform to the highest standard of landscape practices. C. The Plant, Material, Schedule included with these Plans is provided only for the Contractor's convenience; it shall not be construed as to conflict or predominate over the Plans. If conflict between the Plans and the Specifications exists, the Plan shall predominate and be considered the controlling document. D. During this work, the Contractor shall be responsible for the maintaining safety among persons in his employ in accordance with the standards set by the Occupational Safety and Health Act of 1970 (and all subsequent amendments). Owner and Landscape Architect shall be held harmless from any accident, injury or any other incident resulting from compliance or noncompliance with these standards. E. The Contractor shall cooperate with and coordinate with all other trades whose work is built into or affects the work in this F. All appropriate, utility companies and agencies shall be contacted 72 hours prior to excavation. Call "Sunshine" at 811. G. The Contractor shall carefully examine the site and all existing conditions affecting the work, such as: soil, obstructions, existing trees, utilities, etc. Report any conditions in conflict with the work to the Landscape Architect. 1.05 SUBMITTALS A. The Contractor is required to submit two copies of typewritten instructions recommending procedures to be established by the Owner for maintenance of landscape work. These instructions mist be submitted prior to the expiration of the required maintenance period and must cover maintenance procedures over a one year period. B. Furnish unit prices for all plant and inert materials, including labor for all specified work. 1.06 ALTERNATES, ADDITIONS, DELETIONS, SUBSTITUTIONS A. If there are additions/ alternates included in these Plans and Specifications, the Contractor must propose prices to accomplish the work stated as additions/ alternates at the time of bidding. B. The Owner, through the Project Representative, reserves the right to add or deduct any of the work stated herein without rendering the Contract void. C. The Contractor must have written approval by the Project Representative for any substitutions not previously agreed to in the purchase agreement: installation without approval is entirely at the Contractor's risk. D. All material acquired through additions or substitutions shall be subject to all conditions and warranties stated herein. 1.07 ABBREVIATIONS/ DEFINITIONS A.O.A. or HT.: The over-all height of the plant measured from the ground to the natural, untied state of the majority of the foliage, not including extreme leaves, branches or fronds. B. C.T.: Clear trunk is measured from the ground to the bottom of the first leaf or frond stem with no foliage from ground to specified height. For example, on Canary Island Date Palms or similar, the dear trunk measurement includes the "nut" at the C.C.W.: Clear wood is measured from the ground to the bottom of the base of the lowest leaf sheath or boot, trimmed in a natural manner. For example, on a Canary Island Date Palms or similar, the clear wood measurement does not include the "nut" at the base of the fronds. D. Sp.: Spread, branches measured in natural untied position to the average crown diameter, not including extreme leaves, branches, or fronds. E. ST.TR.: Straight trunk. F. MIN.: Minimum. G.GAL.: Gallon container size, i.e., 1 gallon (3.8 liters), 3 gallon (11.4 liters), 7 gallon (26.5 liters), etc. H.O.C.: On center, distance between plant centers. I. DIA.: Diameter J. LVS.: Leaves. K. D.B.H.: Diameter of caliper of main trunk of tree as measured at breast height 4 - 1/2 feet (1.37 meters) above grade. L. CAL.: Caliper, the outside diameter of a up to a four-inch (100 millimeter) tree is measured six inches (150 millimeters) above grade, larger trees are measured at 12 inches (300 millimeters) above the grade. M. B&B: Balled and burlapped in accordance with horticultural standards of the American Association of Nurserymen. N.PPP: Plants per port. O.FG: Field grown. P. STD: Standard, single, straight trunk. Q.Owner: To be known as that entity which holds title or control to the premises on which the work is performed. R. Owner's Representative: Owner's on-site representative shall be responsible for approval of quantity and quality of materials specified and execution of installation. S. Contractor: Shall refer to that person or enterprise commonly known as the Landscape Contractor. T. Landscape architect: This person or firm is the responsible representative of the Owner who produces the landscape Plans and Specifications. 1.08 PRODUCT DELIVERY, STORAGE, AND HANDLING A.Plant Materials: i. Provide container grown or, if appropriate, freshly dug trees and shrubs. Do not prune prior to delivery. Do not bend or bind during delivery. If plant delivery is made in open vehicles, the entire load shall be suitably covered. ii. All plants are to be handled at all times so that roots or root balls are adequately protected from sun, cold or drying winds. No root balls for trees and container plants that have been cracked or broken shall be planted except upon special approval. Plants shall not be pulled by the tops or stems, nor handled in a rough or careless manner at any time.

trees or shrubs in such a manner as to damage bark, break branches or destroy natural shape. Proved protective covering

iii.Balled and burlappped plants shall be moved with firm, natural balls of soil, not less than 1 foot diameter of ball to every 1 inch (25 millimeter) caliper of trunk; root ball depth shall not be less than 2/3 of root ball diameter. B & B plants which

cannot be planted upon delivery shall have their root balls covered with moist soil or mulch. iv. Trees shall be dug with adequate balls, burlapped, and wire bound if needed. Root pruning to be done a minimum of 4 weeks before removal from the field and planting at the site. Root balls may not be encased in "grow bags" or other

synthetic material, except plastic shrink wrap for transport only. v. Remove all fronds from sabal palms prior to planting, but leave a minimum of 12 inches (300 millimeters) of new frond growth above the bud. Do not damage bud. On all other palms, only a minimum of palm fronds shall be removed from crown to facilitate moving and handling. Clear trunk shall be determined after minimum fronds have been removed. Boot

shall be removed from trunk unless otherwise specified. Palms shall be planted within 24 hours of delivery. vi.Deliver trees and shrubs after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and cover

to keep roots moist. vii. Label at least one tree and one shrub of each variety with a securely attached waterproof tag bearing legible designation

of botanical and common name. viii. Sod: Time delivery so that sod will be placed within twenty-four (24) hours after stripping. Protect sod against drying and

breaking by covering palettes of sod or placing in a shaded area. 1.09 JOB CONDITIONS

A. Acceptance of Job Conditions

promptly repairing damages from planting operations.

i. The Contractor shall examine the sub-grade, verify elevations, observe the conditions under which work is to be performed and notify the Landscape Architect or Project Representative in writing or unsatisfactory conditions prior to beginning work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Landscape Architect. Start of work shall indicate acceptance of conditions and full responsibility for the completed work.

ii. Proceed with and complete the landscape work as rapidly as portions of the side become available, working within the seasonal limitations for each kind of landscape work and following the approved schedule. If seasonal limitations apply, notify the Landscape Architect for adjustments to the Schedule.

iii.Determine locations of all underground utilities and review for conflicts with planting procedures.

iv. When adverse conditions to plant growth are encountered, such as rubble fill, drainage conditions or obstruction, the Contractor shall notify the Landscape Architect in writing prior to planting. v. Plant trees and shrubs after final grades are established and prior to the planting of lawns, protecting lawn areas and

B. Scheduling of Work

i. The work shall be carried out to completion with the utmost speed. Immediately upon award of contract, the Contractor shall prepare a construction schedule and furnish a copy to the Owner's Representative and/or the Landscape Architect for approval. The Contractor shall carry out the work in accordance with the approved schedule

ii. If the Contractor incurs unforeseen costs, such as overtime hours, holidays, etc. in order to complete the work within the time stated in the Contract, and/or to maintain the progress schedule, all said costs shall be borne by the Contractor at no additional cost to the Owner

iii. The Owner's Representative's may request work stoppage. Upon written request from the Owner's Representative, the Landscape Contractor shall suspend delivery of material and stop all work for such a period as deemed necessary by the Owner's Representative. Upon receipt of such notice, the Land Contractor shall immediately confer with the Owner, Owner's Representative, or the General Contractor with respect to any additional costs which may result from work

i. The Contractor shall perform work in a manner which will avoid conflicts with utilities. Hand excavate, as required, to minimize possibility of damage to underground utilities. Maintain grade stakes set by others until removal is mutually

2.00 PRODUCTS 2.01 MATERIALS

A. Plant Materials: Nomenclature

i. Plant species, sizes, etc. shall be per Plans and Specifications on Plant Material Schedule. Nomenclature is per Horus Third, L.H. Bailey and E.Z. Bailey, 1976 (or latest edition), or Standardized Plant Names as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature, and as conforms with names accepted in the nursery trade.

B. Plant Materials: Quality Assurance

agreed upon by all parties concerned.

i. Provide healthy, vigorous stock grown under climatic conditions similar to conditions in the locality of the projects. Plants shall have a habit of growth that is normal for the species and be sound, healthy, vigorous and free from insect pests or their eggs, plant disease, defects, and injuries. Plants shall be well-branched and densely foliated when in leaf and shall

have healthy, well-developed root systems. ii. Trees shall be heavily branched or, in the case of palms, be heavily leafed. Some plant materials may be collected stock with the approval of the Landscape Architect. Provide tree species that have a single main trunk (central leader), unless otherwise stated. Trees that have the main trunk forming a "Y" shape or parallel branching are not acceptable.

iii. Plant materials shall be as specified and shall be Florida #1 or better as to shape and quality for the species as outlined in Grades and Standards for Nursery Plants Parts I and II, Florida Department of Agriculture and Consumer Services (latest

iv. The Owner or Landscape Architect reserves the right to inspect plant materials either at the place of growth or at the project site prior to planting for compliance with requirements for name variety, size, quality or designated area.

v. Landscape materials shall be shipped with certificate of inspection as required by governmental authorities. The Contractor shall comply with all governing regulations that are applicable to landscape materials.

vi. Do not make substitutions. If specified landscape material is not available, submit Landscape Architect proof of it being non-available. In such event, if the Landscape Architect designate an available source, such shall be acquired from designated source. When authorized, a written change order for substitute material will be prepared, as well as any required adjustments to the Contact amount

vii. Height and/or width of trees shall be measured from ground up; width measurement shall be normal crown spread of branches with plants in normal position. This measurement shall not include immediate terminal growth. All measurements shall be taken after pruning for specified sizes. All trees and shrubs shall conform to measurements specified in the plant material schedule, except that plant material larger than specified may be used with approval for the Owner or Landscape Architect; with no increase to the Contract price. Plant materials shall not be pruned prior to delivery.

viii. Plant Material shall be symmetrical, typical for variety and species. Plants used where symmetry is required shall be matched as nearly as possible.

ix.Balled and burlapped plants shall have firm, natural balls of earth of sufficient diameter and depth to encompass the feeding root system necessary for full development of the plant and to conform with the standards of the American Association of Nurserymen. Root balls and tree trunks shall not be damaged by improper binding and/or balling &

x. Container-grown plants may be substituted for balled and burlapped plants or vice-versa provided the quality is equal or better than specified and the Landscape Architect approves of the substitution.

xi. Container grown stock shall have grown in container for at least four months, but not over two years. If requested, samples must be shown to prove no root bound condition exists.

i. Sod or seed (as/if specified) shall be of a species as stated on the Plan. Solid sod shall be of even thickness and with a good root structure, 95%free of noxious weed, freshly mowed before cutting, and in healthy condition when laid. It must not be stacked more than 24 hours before laying and it must be grown in soil compatible to that in which it will be installed. Sod must be kept moist prior to and after installation.

ii. Seed shall be delivered to the site in unopened bags with certification tags in place. Purity, germination and weed content shall be as certification requirements.

i. Mulch shall be 100% recycled wood mulch, thoroughly mixed with a pre-emergence weed killer according to the label

directions. If recycled mulch in not specified, the Contractor shall install Grade "B" shredded cypress bark, pine needles, or other as specified on the plan. ii. Install mulch to an even depth of 3 inches (75 millimeters) before compaction.

i. Granular fertilizer shall be uniform in composition; free flowing and suitable for application with approved equipment; received at the site in full, labeled, unopened bags bearing the name, trade name or trademark and warranty of the producer; fully conforming to State of Florida fertilizer laws.

ii. All fertilizer shall bear the manufacturer's statement of analysis and shall contain the appropriate minimum amounts of elements for the type of use specified herein.

iii. Agriform 20-10-5 fertilizer tablets or approved equal, shall be placed in planting pit for all plant materials at time of installation and prior to completion of pit backfilling.

iv. Ground cover and annual areas shall receive fertilization with Osmocote Time Release Fertilizer according to product

v. For sod and seeded areas, fertilize with a complete granular fertilizer on Bahia and St. Augustine grass at the rate of one (1) pound (.4536 kilogram) of nitrogen per one thousand (1,000) square feet (92.9 square meters). Fertilizer shall be commercial grade, mixed granules, with 30%-50% of the nitrogen being in slow or controlled release from. The ratio of nitrogen to potash will be 1:1 or 21 for complete fertilizer formulations. Phosphorus shall be no more than 1/4 the nitrogen level. They shall also contain magnesium and micronutrients (i.e. manganese, iron, zinc, copper, etc.).

F. Tree Staking Materials

i. For hardwood trees, approved below-grade staking shall be used at the rootball, per the planting detail. Metal strand guy wire shall not be used.

ii. For single trunk palms, stakes shall be cut from 2 inch (50 millimeter) x 4 inch (100 millimeter) pressure treated (p.t.) stock, with a minimum of 3 stakes per palm. Batten consisting of 5 layers of burlap and 5 - 2 inch (50 millimeter) x 4 inch (100 millimeter) by 16 inch (400 millimeter) wood connected with two - 3/4 inch (19 millimeter) steel bands shall be used around the palm trunk.

iii.Other tree staking systems may be acceptable if approved.

G.Planting Soil

i. Unless stated on the plans or in the specifications, install plant material in tilled and loosened native soil backfill. It is the responsibility of the Landscape Contractor to test, prior to planting and at no additional cost to the Contract, any soils which may be unsuitable for the vigorous growth of plants. Unsuitable conditions shall be reported to the Landscape Architect immediately in writing.

ii. When required, planting soil media shall be proved by the Contractor and shall consist of 1/3 peat and 2/3 sand loam, with no lumps over 1 inch (25 millimeters).

iii.Backfill and clean fill dirt provided by the Contractor shall be in a loose, friable soil. There must be slight acid reaction to the soil with no excess of calcium or carbonate, and it shall be free from excess weeds, clap lumps, stones, stumps, roots and toxic substances or any other materials that might be harmful to plant growth or a hindrance to grading, planting, and maintenance procedures and operations.

iv.Bed preparation for annual beds under 1 gallon (3.785 liters) container size shall consist of 3 inches (75 millimeters) of Florida peat or other approved organic soil amendment spread over full length and width of planting area. Rototill organic layer 6 inches (150 millimeters) to 8 inches (200 millimeters) into native soil.

H. Soil Amendments

iw. Terra-Sorb AG or approved equal, soil amendment shall be missed with native or planting soil for all trees, shrubs, ground cover and annuals according to manufacturer's recommended application rates and methods, if specified on the

Tree Protection

i. Wood fencing shall be 2-inch (50 millimeter) x 4 inch (100 millimeters) pressure treated (p.0.) stock with flagging on horizontal members. Space vertical member 6 feet (1.83 meters) to 8 feet (2.44 meters) on center. The barricade shall be placed to protect the critical protection zone area, which is the area surrounding a tree within a circle described by a radius of one foot for each inch (25 millimeter) for the tree's diameter at breast height DBH at 4 -1/2 feet (1.37 meters) above

J. Root Barrier System

i. Root barrier fabric shall be installed when specified in the plans and/or specifications for protection of adjacent paved surfaces according to specific product name or equal. Install as directed by the manufacturer.

i. Deliver packaged materials in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored at the site.

i. Pesticides shall be only approved, safe brands applied according to manufacturer's directions.

3.00 EXECUTION

3.01 PREPARATION

A. Obstructions Below Ground

i. It shall be the responsibility of the Contractor to locate and mark all underground utilities, irrigation lines and wiring prior to

ii. If underground construction, utilities, or other obstructions are encountered in excavation of planting areas or pits, the Landscape Architect shall be immediately notified to select a relocated position for any materials necessary.

B. Grading and Preparation for Plant Materials i. All proposed landscape areas containing existing turf grass or weeds shall be treated with Monsanto's "Round-Up" per

quality of plants shall be immediately replaced by the Contractor at no cost to the Owner.

manufacturer's specifications. All proposed landscaped areas adjacent to water bodies shall be treated with "Rodeo" per the manufacturer's specifications.

ii. New plant materials will not be installed until a 98% week/turf eradication has been achieved. More than one application may be required to produce an acceptable planting bed.

iii. A pre-emergent herbicide may be applied, but it is not a substitute for spray treatment of "Round-Up" or "Rodeo". iv. Should any plant material in the same, or adjacent beds be damaged by these chemicals, the same size, quantity, and

v. Any necessary corrections or repairs to the finish grades shall be accomplished by the Contractor. All planting areas shall be carefully graded and raked to smooth, even finish grade, free from depressions, lumps, stones, sticks or other debris and such that they will conform to the required finish grade and provide uniform and satisfactory surface drainage without

vi. The Contractor shall remove debris (sticks, stones, rubbish) over 1 - ½ inches (38 millimeters) in any dimension from individual tree, shrub, and hedge pits and dispose of the excavated material off the site.

C. Preparation for Annual Bed Planting

i. Prepare native subgrade by rototilling or loosening by hand methods. Spread 3 inches of Florida peat (1/3), sandy loam (1/3), or other approved organic soil amendment over the full length and width of planting area for annuals. Rototill organic layer 6 inches (150 millimeters) to 8 inches (200 millimeters) into the native soil. Grade the planting bed by "crowning" to ensure that surface drainage, percolation, and aeration occur at rapid rate. Add Osmocote time release fertilizer according to product instructions and rate.

D. Preparation for Seeding and Sod Areas

i. All proposed sod areas containing existing turf grass or weeds shall be treated with Monsanto's "Round-Up" per manufacturer's specifications. All proposed sod areas adjacent to water bodies shall be treated with "Rodeo" per the manufacturer's specifications.

ii. Limit preparation to areas which will be planted promptly after preparation. Loosen sub-grade of seed and sod areas to a minimum depth of 6 inches.

iii.Immediately prior to any turf work, the Contractor shall finish grade the soil to a smooth, even surface assuring positive drainage away from buildings and the subsequent turf flush to the tops of adjacent curbs and sidewalks. The surface shall be sloped to existing yard drains.

iv. A complete fertilizer shall be applied to St. Augustine or Bahia grass at a rate of one (1) pound (.4536 kilograms) of nitrogen per 1000 square feet (92.9 square meters). Fertilizer shall be commercial grade, mixed granules, with 30%-50% of the nitrogen being in slow controlled release form. Thoroughly work fertilizer into the top 4 inches (100 millimeters) of soil. v. Moisten prepared seed and sod areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry

3.02 INSTALLATION A.Berm Construction (if specified)

before planting lawns. Do not create a muddy soil condition.

i. Install berms at location and design shown on Plans and at the height and slope indicated. Height stated is for finished berm with soil at natural compaction.

ii. Exact location and configuration of berms may require modification to allow proper drainage: such changes will be coordinated with the Landscape Architect.

iii.lf shown on the Plan construct berms using clean sandy loam fill dirt which is well-drained, free of rocks, roots or other debris, with a soil pH of an acid nature (about 6.5 to 7.0). No heavily organic soil, such as muck or peat shall be used in berm construction.

B. Layout of Plant Materials:

i. Unless otherwise stipulated, plant materials shall be approximately located per the plans by scale measurements using established building, columns, curbs screen walls, etc. as the measuring reference point. Slight shifting may be required to clear wires, prevent blockage of signage, etc.

ii. Shrubs and ground covers shall be located and spaced as noted on the plant material schedule (if provided), otherwise pants will be placed in the planting beds at the normally accepted spacing for each species.

iii.Leave a minimum 18 inches (450 millimeters) border of mulched space between outer leaves of installed plant material and the bed line, curb or building foundation wall for all plant sizes.

iv. Any necessary "minor" adjustments in the layout of planting shall be made by the Contractor with the approval of the Landscape Architect in order to conform as nearly as possible to the intent of the Plans. C. Planting Procedures:

i. All shrubs, trees and ground covers or vines shall be planted in pits having vertical sides and being circular in outline. Planting pit shall be 3 to 5 times the width of the root ball and no deeper than the height of the root ball.

ii. Plants shall be set straight or plumb, in the locations show, at such level that after settlement normal or natural relationship of the top of the root ball with the ground surface will be established. With regards to proper nursery practices, plants under certain conditions (i.e. low and wet areas) will benefit from being planted "high" with root ball about 1 inch (25 millimeters) higher than the surrounding grade.

iii. All plant materials shall be fertilized with Agriform 20-10-5 planting tablets, or approved equal, at time of installation and prior to completion of pit backfilling. Agriform planting tablets shall be placed uniformly around the root mass at a depth that is between the middle and the bottom of the root mass.

iv. Application rate: a) 1 gallon (3.8 liter) 1 - 21 gram tablet

b) 3 gallon (11.4 liter) 2 - 21 gram tablet c) 5 gallon (18.9 liter) 3 - 21 gram tablet d) 7 gallon (26.5 liter) 4 - 21 gram tablet 3 tablets each ½inch (12 millimeters) caliper

ground shall be wet down before the sod is laid in place.

v. Native soil shall be used in back-filling plant pits or as specified. The contractor shall be responsible for providing additional soil for building tree saucers

vi. When balled and burlapped plants are set, undisturbed native soil shall be left under the base of the root ball to prevent voids. Backfill tilled and loosened native soil around the sides of the root ball. Remove the top 4 inches (100 millimeters) of burlap, wire and all tie-down material from the root ball. Do not remove these materials from the bottom of the root ball. Thoroughly water-in before bringing the back-fill up to the proper grade. Roots of bare plants shall be properly spread out, and planting soil carefully worked in among them. Failure to comply is cause for rejection. vii. Containerized plants shall be installed with undisturbed native soil left under the base of the root ball to prevent voids.

Planting pit shall be 3 to 5 times the width of the root ball and no deeper than the height of the root ball. Backfill tilled and loosened native soil around the sides of the root ball. Thoroughly water-in before bringing the backfill up to the proper viii. Plant spacing shall be "on center" and varies with the different plant species. Space each variety of plant equally in the

planting areas. Shrubs and ground covers adjacent to straight or curved edges shall be triangular-spaced in rows parallel to those edges. Plant a minimum of 18 inches (450 millimeters) from the back of the curb to the outside edge of the plant. ix. All azaleas shall be placed into a prepared bed of amended soil containing 50% weed-free Florida peat or approved equivalent. Root balls shall be scarified vertically at 120 degree angles in a triangular pattern.

x. Sabal palms may be planted deeper than normal if conditions warrant and if approved.

approved method.

i. During periods of drought, sod shall be watered sufficiently at its origin to moisten the soil adequately to the depth to ii. An application of 6-6-6-, 40% organic, slow or controlled release fertilizer shall be made to all lawn areas just prior to the

laying of the sod at a rate of one (1) pound of nitrogen (.4530 kilogram) per 1,000 square feet (92.9 square meters). The

iii. Solid sod shall be laid tightly with closely abutting staggered joints with an even surface edge and sod edge, in a neat and dean manner to the edge of all the paving and shrub areas. Cut down soil level to 1 inch (25 millimeters) to 1 - 1/2 (38 millimeters) below top of walks prior to laying sod.

iv. Within 2 hours after installing sod and prior to rolling, irrigate the sod. Sufficient water shall be applied to wet the sod

thoroughly and to wet the sod to a depth of 2 inches (50 millimeters). Watering shall be done in a manner that will avoid erosion due to the application of excessive quantities, and the water equipment shall be of a type that will prevent damage to the finished sod surface. Watering shall be repeated as necessary to keep sod moist until rooted to subgrade. v. The sod shall be pressed firmly into contact with the sod bed using a turf roller or other approved equipment so as to

eliminate air pockets, provide a true and even surface and insure knitting without any displacement of the sod or deformation of the surfaces of sodded areas. After the sodding operation has been completed, the edges of the area shall be smooth and shall conform to the grades indicated.

vii. On slopes steeper than 2:1 and as required, the sod shall be fastened in place with suitable wooden pins or by other

vi.lf, in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean silica sand shall be used to fill voids. Evenly apply sand over the entire surface to be leveled, filling-in dips and voids and thoroughly washing into the sod

E. Seeding i. Seed shall be installed per the specifications of the State of Florida Department of Transportation. See plan for type of seed.

F. Tree Guying, Bracing and Staking: i. Tree guying, staking and bracing shall be the responsibility of the Contractor per sound nursery practices, and shall be done per details shown on the Plans. For trees, a minimum of 2 stakes per tree or an optional 3 to 4 stakes per tree at equal spacing shall be used. Stakes shall be installed per the manufacturer's directions. All hardwood trees shall be staked with

ii. For single trunk palms, a minimum of 3 stakes per palm at 120 degrees spacing shall be used. Toenail the stakes to batten consisting of 5 layers of burlap and 5 - 2 inch (50 millimeters) x 4 inch (100 millimeter) by 16 inch (400 millimeter) wood connected with two - ¼inch (19 millimeter) steel bands. Palms shall be staked with a minimum of 5 feet (1.5 meters) of

iii. Contractor shall remove all palm guying, staking, and bracing from trees six (6) months after date of final acceptance of the

iv. Contractor shall not remove below- grade staking and bracing from hardwood trees after the date of final acceptance of the landscape work.

v. Stake only trees that require support to maintain a plumb position or are in a potentially hazardous area.

G.Mulching i. All planting beds shall be weed free prior to mulching.

ii. All curb, roadway, and bed line edges will be trenched to help contain the applied mulch.

iii. All plant beds and tree rings shall be mulched evenly with a 3 inch (75 mm) layer, before compaction, of 100% recycled wood mulch or other mulch as specified on the plans or general notes.

iv.Mulch shall not be placed against the trunks of plant materials or foundations of buildings. Maintain a minimum 3 inch (75

mm) clearance for trees and shrub trunks and a minimum 6 inch (150 mm) clearance at walls of buildings. v. For beds of annual flowers, a 12 inch (300 mm) wide x 3 inch (75 mm) deep band of mulch shall be installed in front of the

first row of annuals. Maintain a minimum 6 inch (150 mm) of non-mulched clearance from the outside edge of the annuals.

i. General pruning to maintain the natural shape and form of the plant shall be done by experienced personnel. Complex pruning operations or treatment of diseased tree members shall be done by a licensed arborist.

ii. Upon acceptance by the Owner, prune any broken branches, removed crossed branches, and branches hanging below the

I. Clean-up i. During landscape work, store materials and equipment where directed by the Owner.

ii. The Contractor shall promptly remove any materials and equipment used on the job, keeping the area neat at all times. Upon completion of all planting, dispose of all excess soil and debris leaving pavements and work areas in a safe and orderly

iii. The clean-up of the site shall include the removal and proper disposal of the tree guying, staking and bracing materials as described in these specifications.

i. The Contractor shall provide safeguards for the protection of workmen and others on, about, or adjacent to the work, as required under the parameters of the Occupational Safety and Health Administration (O.S.H.A.) standards.

ii. The Contractor shall protect the Owner's and adjacent property from damage.

iii. The Contractor shall protect the landscape work and materials from damage due to landscape operations. Maintain protection during installation and maintenance periods.

iv. The Contractor shall provide protection (tree barricades) for all existing trees and palms as specified.

i. The Contractor shall repair all damage caused by his operations to other materials, property, or trades to a level equal in quality to the existing condition prior to damage. ii. The Contractor shall be held responsible for all damage done by his work or employees to other materials or trades' work. Patching and replacement of damaged work may be done by others, at the Owner's direction, but the cost of some shall be

paid by the Contractor who is responsible for the damage. L. Stolen Plant Materials and Other Materials Pertinent to the Project Installation

i. The Landscape Contractor shall be responsible for the entire replacement of plant materials and other materials pertinent to the project installation that are missing or stolen prior to the first final landscape inspection.

ii. Plant materials that have been documented as installed and accepted by a landscape inspection performed by the Owner or the Owner's Representative shall not require replacement by the Landscape Contractor. iii. The Landscape Contractor shall be responsible for retaining the proper insurance coverage to protect against theft of plant

materials and other materials pertinent to the project installation.

A. The Contractor shall maintain all plant materials in a first-class condition from the beginning of landscape construction until

final acceptance. Cost of maintenance until final acceptance to be included in bid. No change orders for maintenance will be accepted.

B. Operations: i. Maintenance shall include, but not be limited to, watering of turf and planting beds, mowing, fertilizing, cultivation, weeding, pruning, disease and pest control, replacement of dead materials, straightening, turf or planter settlement corrections, replacement of rejected materials, staking and guying repair and tightening, wash-out repairs and regrading, and any other procedures consistent with the good horticultural practice necessary to insure normal, vigorous and healthy growth of all work under the Contract. Mowing shall be consistent with the recommended height per the University of Florida Cooperative Extension Service.

ii. Within the warranty period, the Contractor shall notify the Owner of any maintenance practices being followed or omitted

which would be detrimental to the healthy vigorous growth of the landscape. iii. The Contractor shall be responsible for the final watering of not less than one inch of water for all planted materials before

leaving the site. 3.04 INSPECTION, REJECTION, AND ACCEPTANCE

i. Upon completion of the installation, the Contractor will notify the Owner or the Owner's Representative that the job is ready for inspection. Within 15 days of notification, the Landscape Architect will inspect the installation. A written and/or

graphic inspection report will be sent to the Owner and/or Landscape Contractor. ii. If the Landscape Contractor's work is not completed and a final landscape inspection is requested by the Landscape Contractor, then all subsequent landscape inspections after the first inspection, including written and/or graphic inspection reports shall be charged to the Landscape Contractor at a rate of \$80.00 per hour. The Landscape Contractor shall be responsible for compensation to the Landscape Architect for all final inspections and reports under the above-mentioned

B. Rejection and Replacement

i. The Landscape Architect shall be the final judge as to the suitability and acceptability of any part of the work. Plant material will be rejected if it does not meet the requirements set forth in the Plans and Specifications.

ii. Replace any rejected materials immediately or not later than 20 days, and notify the Landscape Architect in writing that the correction has been made.

C. Acceptance i. After replacement of rejected plant material (if any) have been made, and completion of all other correction items, the Owner or Owner's Representative will accept the project in writing.

ii. Upon final acceptance, the Owner assumes responsibility for maintenance within the terms of the Contract. Acceptance will in no way invalidate the Contractor's warranty period.

iii. The Contractor's warranty period will begin after final acceptance of the project by the Owner. 3.05 OWNER'S OPTIONS

A.If evidence exists of any lien or claim arising out of or in connection with default in performance of this Contract, the Owner shall have the right to retain any payment sufficient to discharge such claim and all cost in connection with discharging such

B. Where the Specifications call for any stipulated item or an "approved equivalent", or in words to that effect, the Contractor shall indicate the price of the type and species specified in the proposal, giving the price to be added or deducted from his contract price. The final selection rests with the Owner or Owner's Representative

C. Where plants installed do not meet Specifications, the Owner reserves the right to request plant replacement or an appropriate deduction from the Contract amount to compensate for the value not received from the under-specified plant materials. No additional compensation will be made to the Contractor for plants installed that exceed Specifications.

A. The Contractor shall warranty all trees furnished under his contract for a period of 1 year and all shrubs for a period of 4 months. Material which is either dead or in poor health during this period or at completion will be replaced at no charge to the Owner, Should any of the plant materials show 50% or more defoliation during the workmanship, the Contractor, upon notice shall replace without delay same with no additional cost to the Owner. Should any plant require replacing, the new plant shall

be given the equal amount of warranty. 4.00 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. The quantity of Landscape for which payment will be made shall be the actual number of units measured in place and accepted. The units measured shall be as listed in the Bid Schedule. If a payment item for Landscape is not specifically included in the Bid Schedule, the quantity for which payment will be made shall be the quantity required to complete the work.

A. Payment for Landscape shall be made at the prices stated in the Bid Schedule. If a payment item for Landscape is not specifically included in the Bid Schedule, payment for the work specified in this Section shall be included in the several unit and lump sum prices for all applicable items of work.

END OF SECTION

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PATCH ALL TRENCHES, FILL VOIDS, AND FIX DAMAGE INCURRED DURING INSTALLATION OF IRRIGATION AND LANDSCAPE SYSTEMS AND

MATERIALS. CONTRACTOR IS RESPONSIBLE FOR REMOVING MUD AND DEBRI FROM

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Appd MM.DD.YYY Revision

. BID SET - 100% CD RR AM 08.18.2020 AM 07.10.2020 FINAL DRAFT ISSUED TO CLIENT Appd MM.DD.YYYY Issued File Name: 215615800 01L-LP100 06.11.2020

Permit/Seal

ADAM S MARKLE, PLA FL LIC. # 6667098

Client/Project Logo

Client/Project HAWKS POINT COMMUNITY

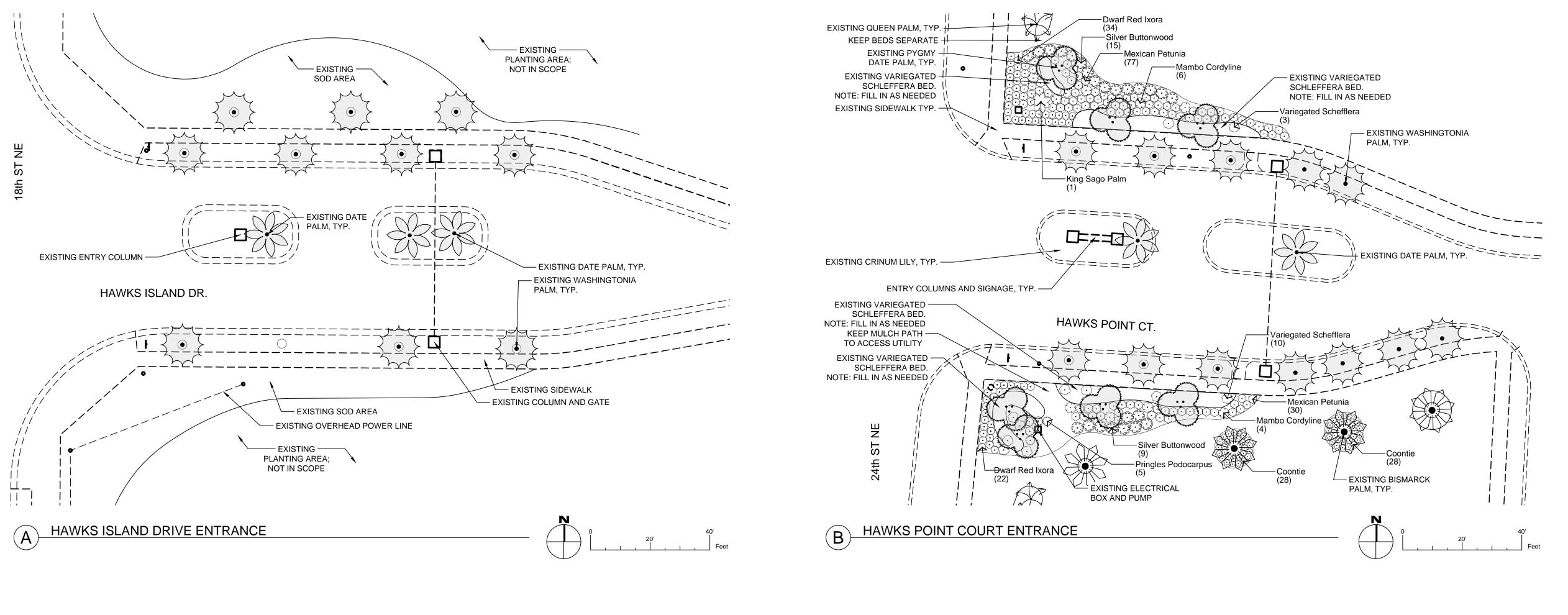
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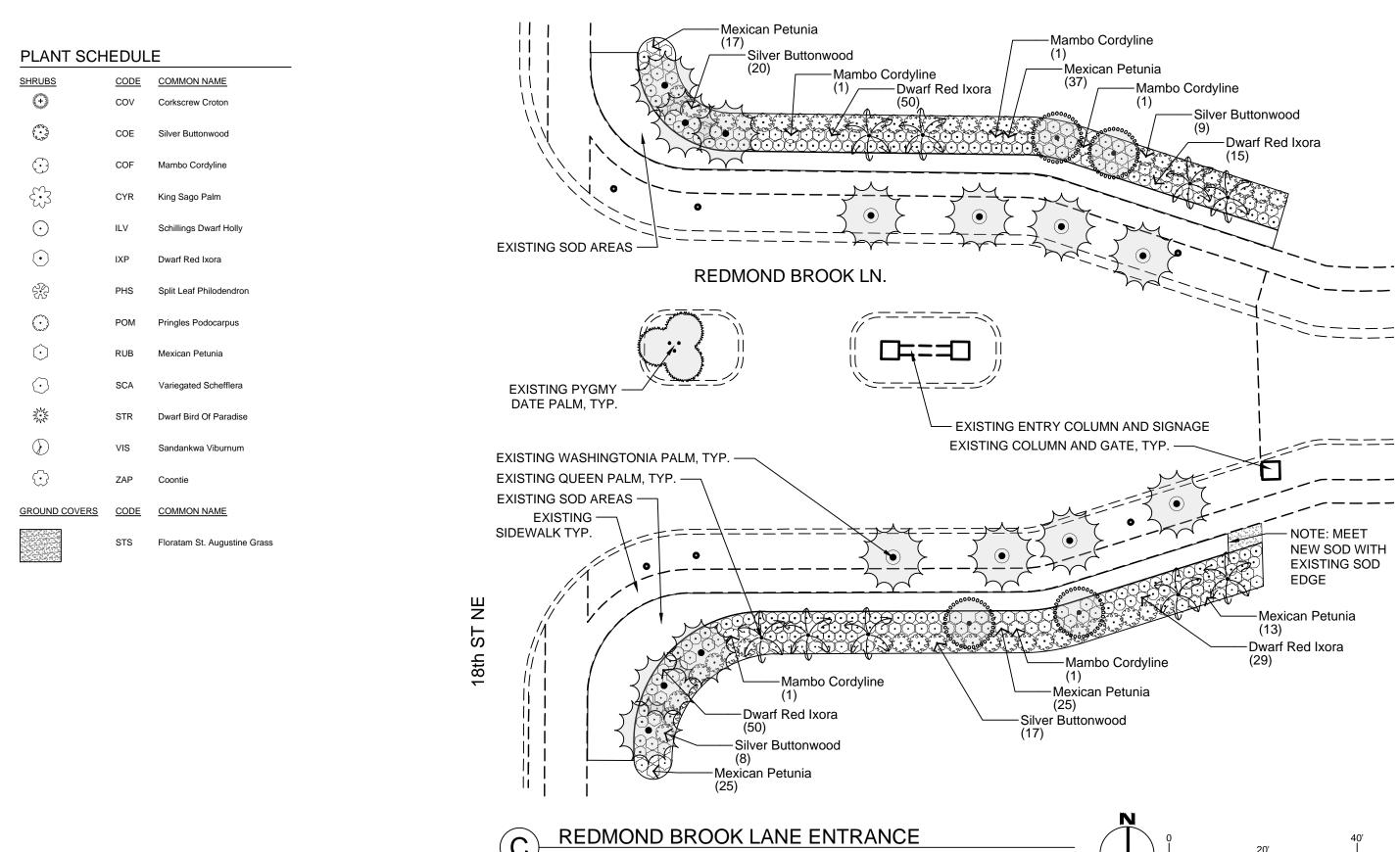
DEVELOPMENT DISTRICT HAWKS POINT ENTRY LANDSCAPE

Ruskin, FL, USA

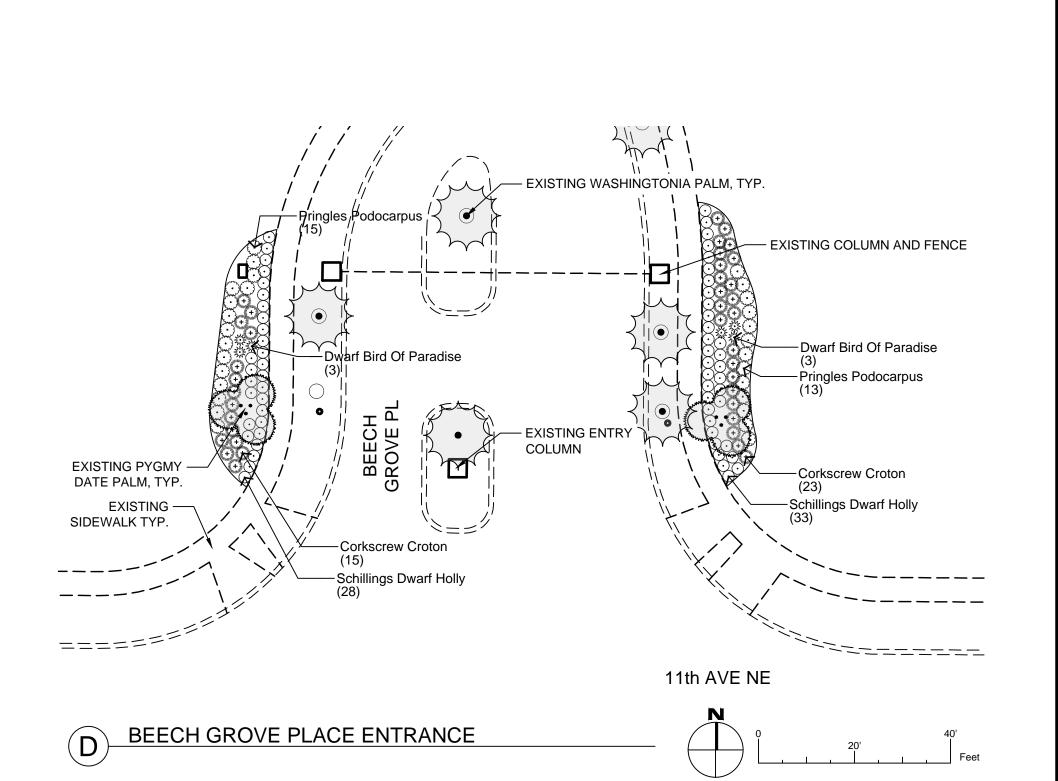
LANDSCAPE PLANTING NOTES

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2. BID SET - 100% CD RR AM 08.18.2020 AM 07.10.2020 1. FINAL DRAFT ISSUED TO CLIENT Appd MM.DD.YYYY Issued File Name: 215615800_01L-LP101

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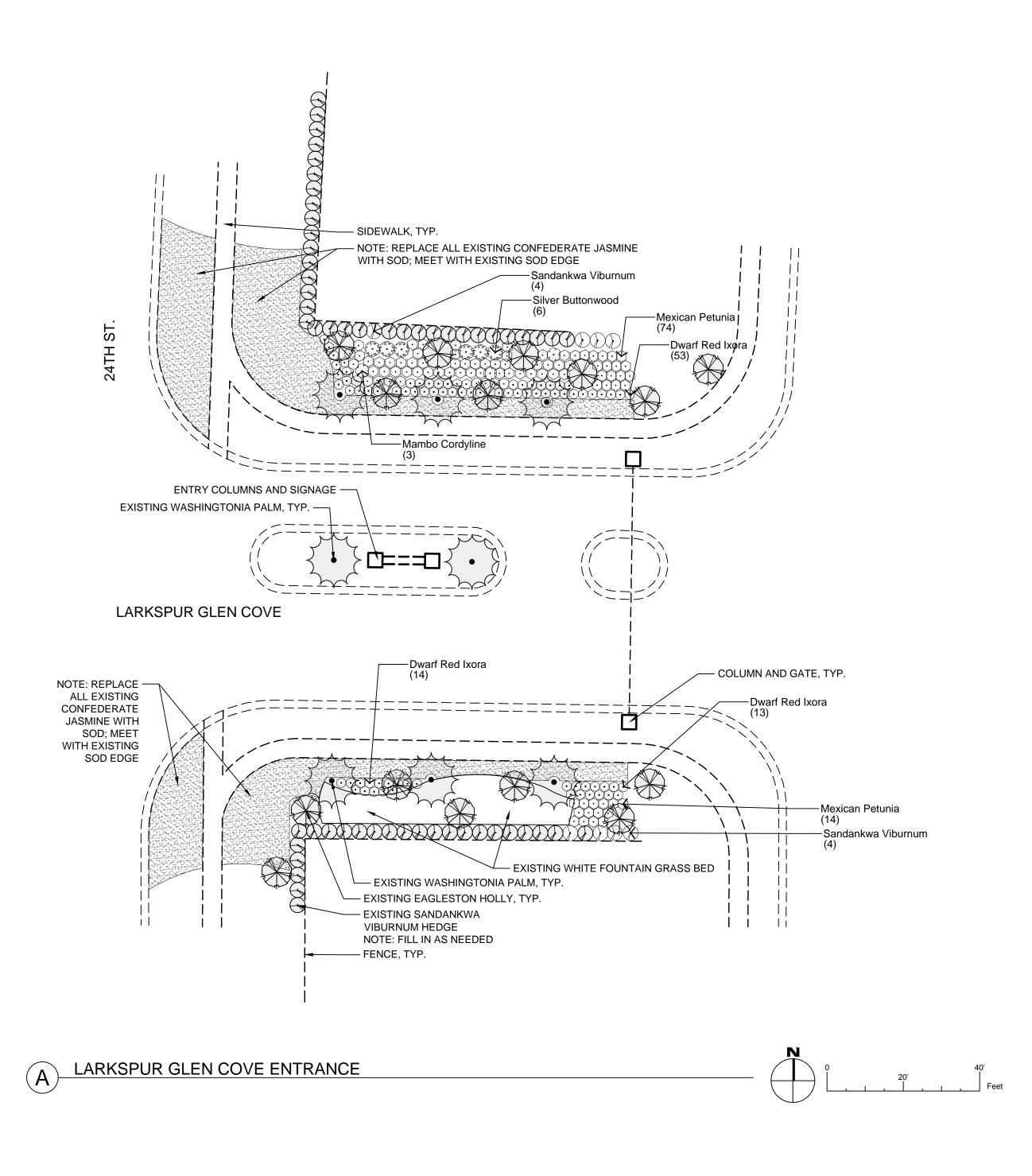
HAWKS POINT ENTRY LANDSCAPE

Ruskin, FL, USA

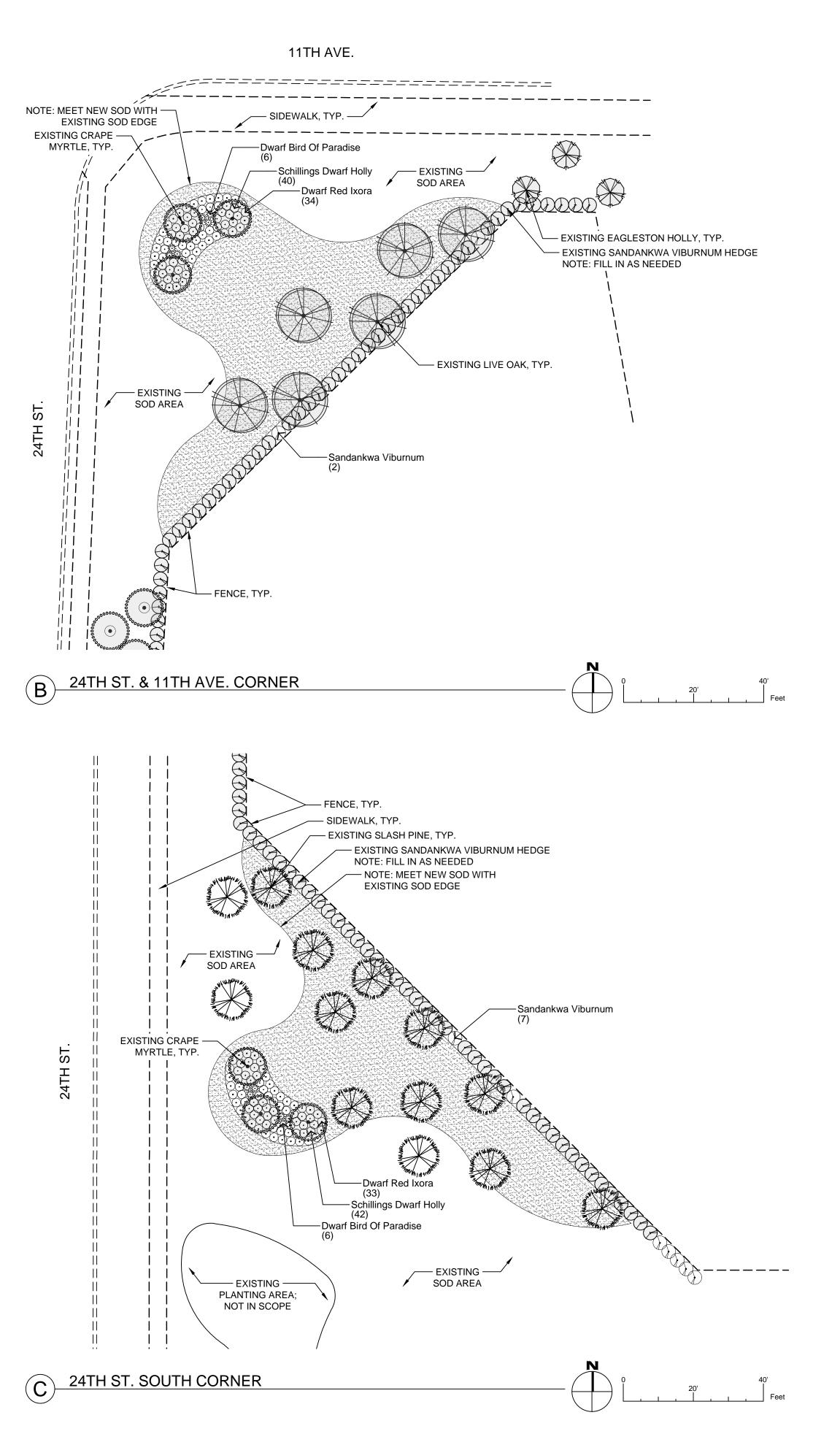
LANDSCAPE PLANTING PLAN

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Client/Project

HAWKS POINT COMMUNITY DEVELOPMENT DISTRICT

HAWKS POINT ENTRY LANDSCAPE

Ruskin, FL, USA

LANDSCAPE PLANTING PLAN

215615800

Scale Project No. AS NOTED Revision Sheet Drawing No. LP-102

Consultant — ENTRY COLUMNS AND SIGNAGE, TYP. EXISTING SANDANKWA – VIBURNUM HEDGE NOTE: FILL IN AS NEEDED **EXISTING CRAPE MYRTLE, TYP.** Dwarf Bird Of Paradise Revision Pringles Podocarpus -Sandankwa Viburnum — ELECTRICAL AND PUMP AREAS —Dwarf Red Ixora (59) —Pringles Podocarpus √—Mexican Petunia EXISTING LIVE OAK, TYP. — Mambo Cordyline — EXISTING WASHINGTONIA PALM, TYP. — EXISTING PYGMY DATE PALM, TYP. EXISTING — WASHINGTONIA —Sandankwa Viburnum - ENTRY COLUMNS AND SIGNAGE, TYP. Split Leaf Philodendron PALM, TYP. - COLUMN AND GATE, TYP. - NOTE: MEET NEW SOD WITH EXISTING SOD EDGE SIDEWALK, TYP. -NOTE: REPLACE ALL EXISTING —— CONFEDERATE JASMINE WITH SOD; — EXISTING SOD AREA -MEET WITH EXISTING SOD EDGE FENCE, TYP. -EXISTING SANDANKWA -VIBURNUM HEDGE NOTE: FILL IN AS NEEDED EXISTING EAGLESTON HOLLY, TYP. -EXISTING WHITE FOUNTAIN GRASS BED -EXISTING SPLIT-LEAF — PHILODENDRON AREA NOTE: FILL IN AS NEEDED MEADOW GLADE DR. ENTRANCE

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HAWKS POINT ENTRY LANDSCAPE

Ruskin, FL, USA

LANDSCAPE PLANTING PLAN

215615800

Project No. Revision Sheet

Drawing No. LP-103

AS NOTED

Scale

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SPACING BETWEEN
DIFFERENT PLANT
TYPES. Permit/Seal ADAM S MARKLE, PLA FL LIC. # 6667098 — CURB OR EDGE OF PAVEMENT. NOTE:
CONTRACTOR SHALL ASSURE
PERCOLATION OF ALL
PLANTING PITS/BEDS PRIOR
TO INSTALLATION. NOTE: PLANT MATERIAL SHALL BE PLANTED 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOT BALL. Client/Project Logo — 3" MINIMUM OF MULCH - BERM SOIL TO HOLD WATER MINIMUM DEPTH OF 12"
 PLANTING SOIL FOR
 GROUNDCOVER BED. SOD (PROVIDE CLEAN, SMOOTH EDGÈ BETWEEN SOD AND MULCHED AREAS). — EXCAVATE ENTIRE BED SPECIFIED FOR GROUND—COVER BED. - 3" MULCH (SEE SPECIFICATIONS) NOTE:
COMPLETELY REMOVE EXISTING
SOD AS REQUIRED PRIOR TO
PLACING MULCH. FINISHED GRADE (SEE GRADING PLAN) 6666 Client/Project HAWKS POINT COMMUNITY DEVELOPMENT DISTRICT PLANTING SOIL (FINE RAKED AND - PREPARED PLANTING SOIL AS SPECIFIED. NOTE: WHEN GROUNDCOVERS AND SHRUBS FREE OF WEEDS AND OTHER DELETERIOUS MATERIALS, SEE SPECIFICATIONS.) HAWKS POINT ENTRY LANDSCAPE - mindandandandandandanda USED IN MASSES, ENTIRE BED TO BE EXCAVATED TO RECEIVE PLANTING SOIL AND PLANT MATERIAL - EXCEPT WHEN <u>NOTE:</u> ALL MULCH SHALL BE Ruskin, FL, USA SPECIFIED. PEST AND INSECT FREE. LANDSCAPE PLANTING DETAILS SHRUB & GROUNDCOVER INSTALLATION SCALE: NTS MULCH APPLICATION SCALE: NTS 215615800 Scale Project No. AS NOTED Revision Sheet Drawing No. LP-501 ORIGINAL SHEET - ANSI D



ALL PLANT BEDS IDENTIFIED IN THE PLANS ARE TO RECEIVE A 3" MULCH

RR AM 08.18.2020 RR AM 07.10.2020 By Appd MM.DD.YYYY 06.11.2020

HRUBS	CODE	BOTANICAL NAME	COMMON NAME	CONT	SPECIFICATIONS AND NOTES		QTY	REMARKS
1300 May 130	COV	Codiaeum variegatum `Corkscrew`	Corkscrew Croton	3 gal	12"-18" Ht. x 12" Spr., Full		38	
5 6 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	COE	Conocarpus erectus sericeus	Silver Buttonwood	5 gal	18"-24" Ht. x 18" Spr., Full		95	
\odot	COF	Cordyline fruticosa `Mambo`	Mambo Cordyline	3 gal	18" OA Ht.		21	
€;3	CYR	Cycas revoluta	King Sago Palm	7 gal	24" OA Ht.		1	
\odot	ILV	Ilex vomitoria `Schillings`	Schillings Dwarf Holly	3 gal	20" OA Ht., Min, Full		143	
•	IXP	Ixora x `Petite Taiwan Red`	Dwarf Red Ixora	3 gal	12"-18" OA Ht. Full		406	
Ž.	PHS	Philodendron selloum	Split Leaf Philodendron	7 gal			11	Match size to existing
(°)	POM	Podocarpus macrophyllus `Pringles`	Pringles Podocarpus	3 gal	24" Ht. x 18" Sp.		56	
\odot	RUB	Ruellia brittoniana	Mexican Petunia	3 gal	18"-24" OA Ht.		351	
\odot	SCA	Schefflera arboricola `Trinette`	Variegated Schefflera	5 gal			13	Match size to existing
ZWZ	STR	Strelitzia reginae `Dwarf`	Dwarf Bird Of Paradise	3 gal	18" Ht. x 18" Sp., 3 ppp		23	
\bigcirc	VIS	Viburnum suspensum	Sandankwa Viburnum	5 gal			30	Match size to existing
$\langle \cdot \rangle$	ZAP	Zamia pumila	Coontie	3 gal	18" OA, Full		56	
ROUND COVERS	CODE	BOTANICAL NAME	COMMON NAME	CONT	SPECIFICATIONS AND NOTES	SPACING	QTY	REMARKS
	STS	Stenotaphrum secundatum `Floratam`	Floratam St. Augustine Grass	Solid Sod	Contractor to Verify Quantity (SF).		16,469 sf	Solid Sod, Sand Grown, Rolled, Free of Weeds and Pests



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Consultant

Notes

- 1. PATCH ALL TRENCHES, FILL VOIDS, AND FIX DAMAGE INCURRED DURING INSTALLATION OF IRRIGATION AND LANDSCAPE SYSTEMS AND
- MATERIALS. 2. CONTRACTOR IS RESPONSIBLE FOR REMOVING MUD AND DEBRI FROM
- STAGING LOCATIONS.

 SOD TO BE EDGED/SHAPED AT ALL PLANTING BEDS.
- 4. CONTRACTOR TO REMOVE PALM FROND TIES WITHIN 14 DAYS AFTER INSTALLATION.
- PLANT MATERIAL QUANTITY LABELS ARE FOR REFERENCE ONLY. THE
- PLANT SCHEDULE WILL PROVIDE THE COMPLETE, TOTAL QUANTITY FOR EACH MATERIAL.
- 6. ALL PLANT BEDS IDENTIFIED IN THE PLANS ARE TO RECEIVE A 3" MULCH LAYER. OWNER TO SELECT MULCH. CONTRACTOR TO PROVIDE

Revision

 RR
 AM
 08.18.2020

 RR
 AM
 07.10.2020

 By
 Appd
 MM.DD.YYYY
 1. FINAL DRAFT ISSUED TO CLIENT

By Appd MM.DD.YYYY

File Name: 215615800_01L-LP101

2. BID SET - 100% CD

06.11.2020

Permit/Seal

Issued

Client/Project Logo

Client/Project HAWKS POINT COMMUNITY

DEVELOPMENT DISTRICT

HAWKS POINT ENTRY LANDSCAPE

Ruskin, FL, USA

LANDSCAPE PLANTING SCHEDULE

215615800

Revision Sheet

Drawing No.

Project No.

LP-601

Scale

AS NOTED

ORIGINAL SHEET - ANSI D



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Revision

By Appd MM.DD.YYYY

RR AM 08.18.2020 RR AM 07.10.2020 1. FINAL DRAFT ISSUED TO CLIENT File Name: 215615800_01L-LP101

Permit/Seal

HAWKS POINT COMMUNITY DEVELOPMENT DISTRICT

PLANT MATERIAL IMAGES

24	EC4	EO	\sim
Z 1	561	JOCI	JU

Scale Project No. AS NOTED Revision Sheet Drawing No.

LP-602

ORIGINAL SHEET - ANSI D

2. BID SET - 100% CD Issued

Client/Project Logo

HAWKS POINT ENTRY LANDSCAPE

Ruskin, FL, USA



Capital Land Management Corporation P.O.Box 130 Matlacha, Florida 33993

Proposal #300836 Created: 09/08/2020

From: Jarrett Myers

Proposal For Location

Hawks Point CDD Hawks Island Dr Ruskin, FL 33570

Terms

Net 15 Hawks Point CDD

ITEM DESCRIPTION	QUANTITY	AMOUNT
1) Croton Corkscrew 3 gal Corkscrew Croton 3 gal	38 ea	\$ 443.46
2) Silver Button Wood 7 gal Silver Button Wood Bush 7 gal	95 ea	\$ 4,275.00
3) CORDYLINE - 7G I have chosen to upgrade from 3 gal per plans as these plants thrive better from 7 gal starts	18	\$ 599.94
4) SAGO, KING - 15 gal 24" o.a. ht	1 ea	\$ 158.33
5) ILEX SCHILING - 7G 14-16" ht	143	\$ 4,766.19
6) IXORA DWARF - 3G 12-18" o.a.	443	\$ 4,430.00
7) Philodendrom Selloum 15 gal Matching Size as close as possible	11 ea	\$ 641.63
8) PODOCARPUS PRINGELS - 7G 16-24" ht	56	\$ 2,333.52
9) Mexican Petunia 3 gal ^{18-24"}	351 ea	\$ 3,510.00
10) ARBORICOLA, TRINETTE - 7G Matching Size as close as possible	13	\$ 541.71
11) BIRD OF PARADISE ORANGE - 15G 18" x 18"	23	\$ 2,875.00

Capital Land Management Corporation P.O.Box 130 Matlacha, Florida 33993

Proposal #300836 Created: 09/08/2020

From: Jarrett Myers

12) VIBURNUM SUSPENSUM - 7G 24" ht	30	\$ 999.90
13) COONTIE - 7G 16-18"	56	\$ 3,266.48
14) ST AUGUSTINE SOD INSTALLED	17000 SQ FT	\$ 14,280.00
15) Soil Installation Excavation of 6" soil in all planting areas and new soil added	178 / yard	\$ 8,307.26
17) MULCH INSTALLED To match existing Mulch	89 YARD	\$ 4,272.00
16) Enhancement Labor Labor used for Removal and/or Installation	374 Hour	\$ 14,698.20
18) Irrigation Material Enhance Modification to current irrigation system	1 ea	\$ 9,500.00

Client Notes

This proposal is for installation by design of plant material on plans LP 001 - LP 002; LP 101 - LP 104; LP 501 and LP 602. Irrigation is for modification of current system to adapt to new plantings.

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date (15) days of completion, are subject to late fees. All Trees, Palms, Plants and Turf are warrantied for (30) days once installed. Theft and Vandalism is not warrantied. No warranty applies to Mother Nature events such as but not limited to, freeze, drought, flood, winds, ect. are not warrantied. No warranty applies to mechanical failure such as but not limited to irrigation systems, wells and ect. unless Contractor is found negligent. Unwanted grassy weeds in turf cannot be warranted to be fully prevented such as but not limited to, Torpedo, Carpet, Crab, Goose, Bermuda and ect.

SUBTOTAL	\$ 79,898.62
TOTAL	\$ 79,898.62

Signature

x Date:

Please sign here to accept the terms and conditions



	EXHIBIT 7

Down To Earth Landscape & Irrigation 2701 Maitland Center Pkwy. Suite 200 Maitland FL 32751 (321) 263-2700 Ext 2724



September 2020 Estimate #27452

Customer

DPFG- DEVELOPMENT PLANNING & FINANCE GROUP 17611 MENTMORE BLVD. TAMPA FL 34638

Project/Job	Estimate Date	Sales Rep	Expires	PO #
HAWKS POINT CDD ENTRY	9/4/2020	Nathan Peirce	11/24/2020	

Item	Qty	Rate	Amount
SITE PREPARATION			
REMOVAL AND DISPOSAL OF EXISTING PLANT MATERIAL	1	\$8,500.00	\$8,500.00
SOIL AMENDMENTS PER CY	210	\$45.00	\$9,450.00
IRRIGATION			
IRRIGATION SYSTEM INSTALLATION (SLEEVING/ELECTRIC BY OTHERS)	1	\$30,620.72	\$30,620.72
LANDSCAPE			
CROTON "CORKSCREW" 3 GALLON, 12-18" X 12"	38	\$18.00	\$684.00
SILVER BUTTONWOOD 5 GALLON, 18-24" X 18"	95	\$20.00	\$1,900.00
CORDYLINE "MAMBO" 3 GALLON, 18" OA	21	\$12.00	\$252.00
KING SAGO 7 GALLON, 24" OA HT	1	\$85.00	\$85.00
DWARF SCHILLINGS HOLLY 3 GALLON, 20" OA HT	143	\$10.00	\$1,430.00
DWARF IXORA "RED" 3 GALLON, 12-18" OA HT	406	\$10.00	\$4,060.00
PHILODENDRON SPLIT-LEAF 7 GALLON, MATCH EXISTING	11	\$55.00	\$605.00
PODOCARPUS PRINGLES 3 GALLON, 24" X 18"	56	\$12.00	\$672.00
MEXICAN PETUNIA 3 GALLON, 18-24" OA HT	351	\$12.00	\$4,212.00
ARBORICOLA "TRINETTE" 5 GALLON, MATCH EXISTING	13	\$55.00	\$715.00
BIRD OF PARADISE "ORANGE" 3 GALLON, 18" X 18"	23	\$18.00	\$414.00
SANDANKWA VIBURNUM 5 GALLON, MATCH EXISTING	30	\$40.00	\$1,200.00
COONTIE 3 GALLON, 18" OA HT	56	\$24.00	\$1,344.00
MULCH			

Down To Earth Landscape & Irrigation 2701 Maitland Center Pkwy. Suite 200 Maitland FL 32751 (321) 263-2700 Ext 2724



September 2020 Estimate #27452

Item	Qty	Rate	Amount
PINE BARK MULCH PER CY	150	\$45.00	\$6,750.00
SOD			
ST. AUGUSTINE SOD PER SF - (SOD QUANTITY PROVIDED ON PLAN - ANY ADDITIONAL SOD WILL BE BILLED AT THE CONTRACT PRICE)	16,469	\$0.50	\$8,234.50

PLAN - ANY ADDITIONAL SOI PRICE)	D WILL BE BILLED AT THE CONTRACT	16,469	\$0.50	\$8,234.50
	Il labor, materials and equipment necessary per plans and specifications, including the in		Total	\$81,128.22
Signature:	Printed Name:	Accep	ted Date:	

EXHIBIT 8

From: William Hathaway < whathaway.hawkspointboard@gmail.com>

Sent: Wednesday, September 02, 2020 10:51 AM

To: Raymond_Lotito
Cc: Hawks Point

Subject: Fwd: Siberion fence violation

Attachments: Siberon.UnauthorizedAlterationACCViolations.001.pdf

Raymond,

The homeowner at 1415 Little Hawk is the homeowner who installed a fence on part of the CDD easement to Pond 4. The homeowner is acknowledging that they are in the wrong and is asking if the CDD will allow them to move part of the fence towards the house to free up the CDD's easement.

Since this is the CDD's easement, HP HOA would look to the CDD for how they want to proceed with this issue. The options would be the homeowner removes the fence in entirety or the homeowner moves the fence towards the house to free up the entire easement on their property, unless the CDD has a different solution they are willing to accept?

Please advise how the CDD wishes to proceed so that we can move to open this easement for the CDD as soon as possible.

Thanks.

William

----- Forwarded message -----

From: **Dan J. Greenberg** < Dan@attorneyjoe.com>

Date: Wed, Sep 2, 2020 at 10:12 AM Subject: Siberion fence violation

To: Hawks Point < hawkspoint@qualifiedproperty.com >

Cc: William Hathaway < whathaway .hawkspointboard@gmail.com >, Colleen Groth

<<u>Colleen@attorneyjoe.com</u>>

Stephan C. Nikoloff, Esq.* Tiffany A. Grant, Esq. Daniel J. Greenberg, Esq. *also admitted in PA Joseph R. Cianfrone, Esq. CIANFRONE, NIKOLOFF, GRANT & GREENBERG, P.A. ATTORNEYS AT LAW

1964 Bayshore Blvd., Suite A Dunedin, Florida 34698 (727) 738-1100 Fax (727) 733-0042 www.attorneyjoe.com



William,

Of Counsel

I just spoke to the owner's attorney, and while they admit that they are currently in violation by installing the fence without prior approval, they have expressed a total willingness to move the fence out of the easement in order to retain a fence on their lot to secure their pool area. Will you approve the fence in a different location so I can advise them to submit a revised ACC application? They also asked whether you would consider approving it as is with a written agreement to move it if necessary, but I told them that really depends on the specific conditions of this easement access point and whether it is logistically feasible. Let me know what you will approve and then I can give them specific direction to get compliant.

Sincerely,

Daniel J. Greenberg, Esq.

CIANFRONE, NIKOLOFF,

GRANT & GREENBERG, P.A.

1964 Bayshore Boulevard, Suite A

Dunedin, FL 34698

(727) 738-1100/(727) 733-0042 fax

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Stephan C. Nikoloff, Esq.* Tiffany A. Grant, Esq. Daniel J. Greenberg, Esq.

*also admitted in PA

Joseph R. Cianfrone, Esq. Of Counsel

CIANFRONE, NIKOLOFF, GRANT & GREENBERG, P.A.

ATTORNEYS AT LAW



August 6, 2020

1964 Bayshore Blvd., Suite A
Dunedin, Florida 34698
(727) 738-1100
Fax (727) 733-0042
www.attorneyjoe.com
dan@attorneyjoe.com

CERTIFIED MAIL
RETURN RECIEPT REQUESTED
9489 0090 0027 6203 6546 02

Anthony Siberon Arleen Sonera Ramos 1415 Little Hawk Dr. Ruskin FL 33570

Re: Restriction Violation; Hawks Point Homeowners Association, Inc. Property Address: 1415 Little Hawk Drive, Ruskin FL 33570

Dear Mr. Siberon and Ms. Ramos:

Please be advised that this firm now serves as counsel to the Association.

It is our understanding that you continue to maintain an unauthorized fence on your lot. As you are aware, on May 12, 2020, the Association denied your request to install a fence on your property as the area where the fence is installed (between 1415 and 1413 Little Hawk) must remain open to allow the County access to the pond. However, you proceeded to install the fence in violation of the Association's deed restrictions. Then, on June 8, 2020, the Association demanded that the fence be removed within thirty (30) days. To date, the fence remains installed in violation of the Association restrictions.

The Declaration states in relevant part as follows:

Article IV. Architecture and Landscaping

4.1 General. ... No improvements of any kind or other work (including... exterior alterations...) shall take place within the Community, except in compliance with this Article and the Architectural Guidelines.

Any Owner may remodel, paint, or redecorate the interior of any structure on his or her Lot without approval hereunder. However, modifications to... any other portions of a Lot or structure visible from outside a structure are subject to approval under this Article.

4.3 Guidelines and Procedures

(b) Procedures... no construction activities or other activities described in Section 4.1 may begin until a request is submitted to and approved in writing by the Reviewer. The request must be in writing and be accompanied by plans and specifications and other information the Reviewer and/or Architectural

Guidelines require. Plans and specifications shall show, as applicable, site layout, structural design, exterior elevations, *exterior materials and colors*, landscaping...

4.7 Enforcement.

Any construction, alteration, improvements, or other work done in violation of this Article or the Architectural Guidelines is subject to enforcement action pursuant to Section 7.4...

The Architectural Guidelines, state as follows:

3.18 Fences and Walls

No walls or fences shall be erected without prior written review and approval of the ARB.

The ARB may permit Owners of Houses on Lots which abut, run along, intersect with or joint the perimeter of any pond, lake, water body or conservation area to install fences up to six (6) feet; however beginning ten (10) feet from the boundary of any pond, lake, water body or conservation area, the fence shall drop or graduate to a maximum height of four (4) feet picket style. No chain link fencing of any kind shall be allowed. All wood fences shall be removed and replaced with vinyl, polyvinyl chloride PVC material or other similar materials as approved by the ARB upon expiration of their useful life. The Board shall determine the useful life of a wooden fence, provided, however, the useful life of a wooden fence shall be deemed to have expired ten (10) years from the date of installation. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. Due to the Associations maintenance requirements and responsibilities the installation of fences within a drainage easement area is not expected to be approved to the ARB. However, in the event a fence in installed within a drainage easement area, with prior written ARB approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed or as otherwise provided in Section 15.9 hereof. In addition to ARB approval, Owner must obtain, at his or her own expense, an agreement in writing executed by the Association approving such fence, which agreement may be recorded by the Association in its sole and absolute discretion. All screening and screen enclosures shall have the prior written approval of the ARB. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ARB and all decks shall have the prior written approval of the ARB.

The only allowable type of fences is white, vinyl fences. No wooden or chain link fences are permitted.

Demand is hereby made upon you remove the fence from your lot within ten (10) days of the date of this letter. If you fail to act upon this demand, the Association will pursue its legal remedies in this matter, including litigation. If the Association pursues this matter to litigation

and prevails, you will be responsible for the Association's attorney fees pursuant to Chapter 720.311 of the Florida Statutes.

We thank you for your prompt attention to this matter.

Sincerely,

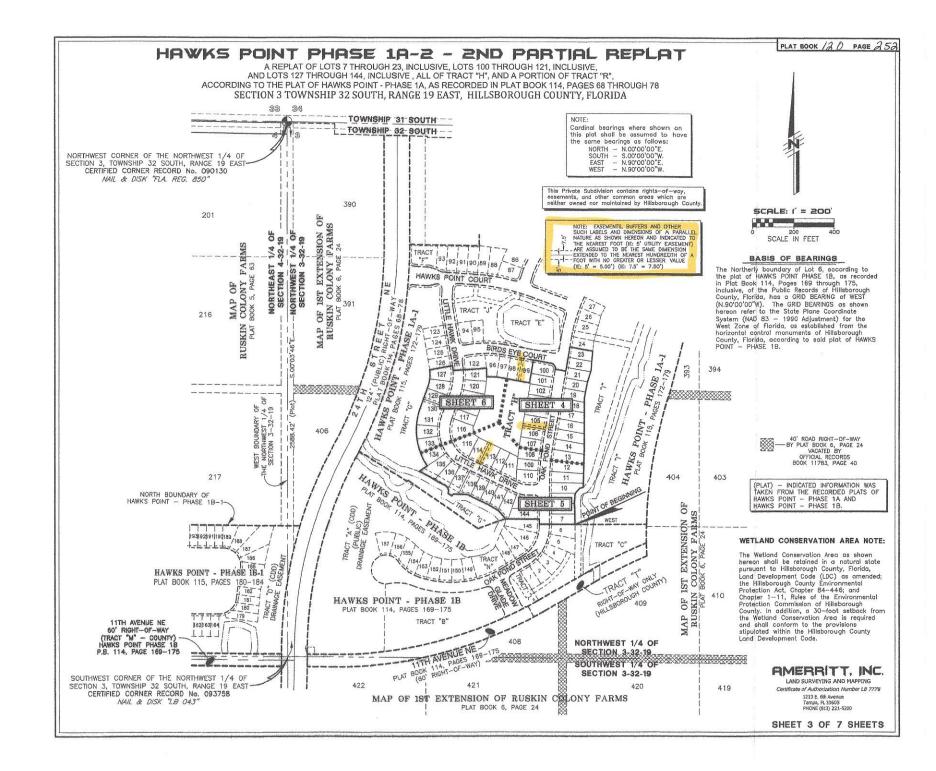
Daniel J. Greenberg

Daniel J. Greenberg, Esq. (Electronically Signed to Avoid Delay)

DJG:cmg

cc: Addressees by Regular Mail Board of Directors

G:\HAWKS POINT HOA\Siberon.UnauthorizedAlterationACCViolations.001.doc



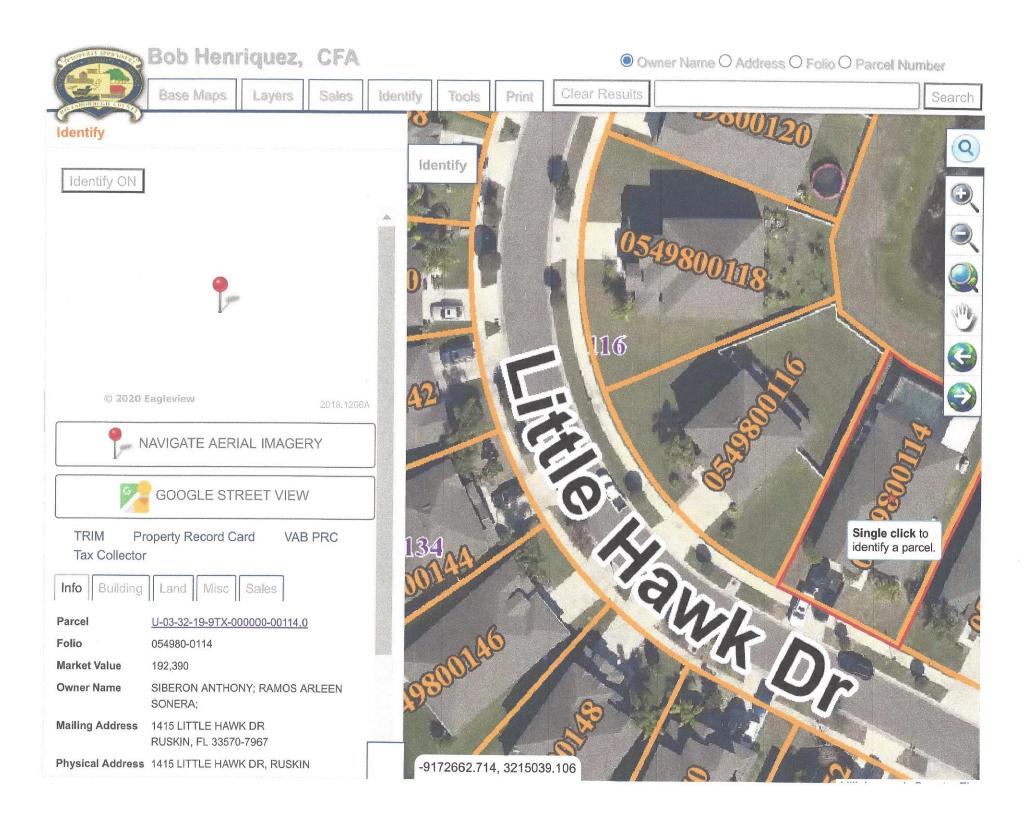


	EXHIBIT 9

From: Stewart, Tonja <Tonja.Stewart@stantec.com>

Sent: Monday, August 24, 2020 5:49 PM

To: Raymond_Lotito; 'Vivek K. Babbar (VBabbar@srvlegal.com)'
Subject: Re: Hawks Point CDD - Richards - 1806 Hawks View - Property

Boundaries

I would say only mowing is the responsibility of the District as part of drainage maintenance.

Vivek, thoughts?

Thanks.

From: Raymond_Lotito < raymond.lotito@dpfg.com >

Sent: Monday, August 24, 2020 10:15 AM

To: Stewart, Tonja < Tonja.Stewart@stantec.com>

Subject: RE: Hawks Point CDD - Richards - 1806 Hawks View - Property Boundaries

The District is mowing the pond bank. Is that the way it should be? Or, is the homeowner responsible for that? Who is responsible for the hedges that the resident is concerned about?

From: Stewart, Tonja < <u>Tonja.Stewart@stantec.com</u>>

Sent: Monday, August 24, 2020 10:14 AM

To: Raymond_Lotito < raymond.lotito@dpfg.com > **Cc:** Vivek K. Babbar < <u>VBabbar@srvlegal.com</u> >

Subject: Re: Hawks Point CDD - Richards - 1806 Hawks View - Property Boundaries

I was concerned that the inquiry was storm related, so that's why i reviewed things quickly. The drainage easement just covers the pond bank. Is the district mowing all of the pond banks? our maintenance map indicates we are. we will need to modify the map if abutting homeowners to pond banks are responsible for mowing/maintenance

thanks.

From: Raymond_Lotito < raymond.lotito@dpfg.com >

Sent: Saturday, August 22, 2020 2:55 PM

To: Stewart, Tonja < Tonja.Stewart@stantec.com Cc: Vivek K. Babbar < VBabbar@srvlegal.com>

Subject: RE: Hawks Point CDD - Richards - 1806 Hawks View - Property Boundaries

Here's the problem. The owner of that property says the District should be maintaining the hedges. This is based on the fact that the District has replaced them in the past and LMP mows the pond bank. The Board said no more hedge replacement based on the PA website. I was unaware of the easement until now. So should the District continue to maintain the pond bank and the hedges? I just need a simple answer. Thanks for dealing w/ this on a Saturday.

Ray

From: Stewart, Tonja <Tonja.Stewart@stantec.com>

Sent: Saturday, August 22, 2020 12:11 PM

To: Raymond_Lotito < raymond.lotito@dpfg.com >

Cc: 'Vivek K. Babbar (VBabbar@srvlegal.com)' < VBabbar@srvlegal.com>

Subject: Re: Hawks Point CDD - Richards - 1806 Hawks View - Property Boundaries

Your review is accurate. I agree this is NOT normal. I have attached a copy of the design plan and plat, and I confirmed that the CDD signed the plat accepting the change in land ownership, as well as provided deeds. I do also see fences exists along the design rear lot lines. Several comments:

I have confirmed that these phases of the project platted lots bigger than designed and utilized a drainage easement to the CDD covering the pond area within the lot.

I vaguely recall when Lennar purchased the project, there were some land use area swaps which may have resulted in this situation. I included Vivek to see if Mark Straley might recall the legal side of that issue.

Since the ponds were all conveyed and constructed early in the project and the ponds were mapped as the first phase of the project, design plans were used for the maps. I'll get with Vanessa to update information from the county GIS data.

Anyway, the CDD has easements to continue maintenance/repair. Is there a problem?

From: Raymond_Lotito < raymond.lotito@dpfg.com >

Sent: Saturday, August 22, 2020 5:21 AM

To: Stewart, Tonja <Tonja.Stewart@stantec.com>

Subject: Hawks Point CDD - Richards - 1806 Hawks View - Property Boundaries

Tonja – would you please take a look at this aerial (link below) and confirm that the property boundaries are correct? I find it curious that the boundary goes all the way to the pond. I've never seen that in other CDDs

Please confirm ASAP as there is a storm brewing over the ownership of the hedges.

Ray

From: Raymond Lotito

Sent: Saturday, August 22, 2020 5:21 AM

To: 'trichard6@mail.usf.edu' < trichard6@mail.usf.edu Subject: Richards - 1806 Hawks View - Property Boundaries

Ms. Richards, please click on the link below. This will take you the Hillsborough Co. Property Appraisers Site. Here you will find an aerial map showing your property boundaries.

https://gis.hcpafl.org/GisSearch/?pin=1932049XK000032000350U

Raymond J. Lotito
District Manager
DPFG Management & Consulting, LLC
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