



Rizzetta & Company

# Hawkstone Community Development District

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**Board of Supervisors'  
Regular Meeting  
January 17, 2024**

District Office:  
2700 S. Falkenburg Road, Suite 2745  
Riverview, Florida 33578  
813.533.2950

# HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT

District Office · Riverview, Florida · (813) 533-2950  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.hawkstonecdd.org](http://www.hawkstonecdd.org)

<b>District Board of Supervisors</b>	Matthew O'Brien	Chairperson
	Brent Dunham	Vice Chairperson
	Marlena Nitschke	Assistant Secretary
	Allison Martin	Assistant Secretary
	Nicolas DeArmas	Assistant Secretary
<b>District Manager</b>	Matthew Huber	Rizzetta & Company, nc.
<b>District Counsel</b>	John Vericker	Straley Robin Vericker
<b>District Engineer</b>	Chris O'Kelley	Clearview Land Design

## **All Cellular phones and pagers must be turned off during the meeting.**

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/ workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

# HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA · (813) 533-2950

MAILING ADDRESS – 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614

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Board of Supervisors  
Hawkstone  
Community Development District

January 16, 2024

## REVISED FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Hawkstone Community Development District will be held on **Wednesday, January 17, 2024, at 4:00 p.m.**, at the office of Rizzetta & Company Inc, located at 2700 S. Falkenburg Road, Suite 2745, Riverview, FL 33578. The following is the final agenda for this meeting:

1. **CALL TO ORDER**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **STAFF REPORTS**
  - A. Landscape Inspection Services
    1. Presentation of Landscape Inspection Report..... Tab 1
  - B. District Counsel
    1. Ratification of Stogi Carson's Lawn and Landscaping Services Agreement.....Tab 2
  - C. District Engineer
  - D. District Manager
4. **BUSINESS ITEMS**
  - A. Discussion of Off-Duty Patrol Services
  - B. Consideration of Streetleaf Outdoor Lighting Agreement....Tab 3
5. **BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of Board of Supervisors Regular Meeting held on December 20, 2023.....Tab 4
  - B. Consideration of Operations and Maintenance Expenditures for November and December 2023... ..Tab 5
6. **SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 533-2950.

Sincerely,

*Matthew Huber*

Matthew Huber  
District Manager

# Tab 1

# Hawkstone

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## LANDSCAPE INSPECTION REPORT



December 29th, 2023  
Rizzetta & Company  
John Fowler – Landscape Specialist



Rizzetta & Company  
Professionals in Community Management



# Summary, Amenity Center

## General Updates, Recent & Upcoming Maintenance Events

- ❑ There are numerous ant mounds throughout the district.
- ❑ Need to diagnose and treat turf throughout the district that appears to have a fungal presence.

The following are action items for Sunrise to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Bold & Underlined** is info or a question for the BOS. **Orange** is items for Staff to address.

1. **Dead Sable Palm in the parking lot of the amenity center close to the playground.**
2. **The area by the playground under the canopy is worse than the last couple of inspections. I feel something needs to be done here as it could be a liability to the district. (Pic. 2)**
3. Treat weeds in the playground mulch by the amenity center.
4. It appears it may be time to replenish the playground mulch at the amenity center.
5. There is a strap not connected to the ground on an Oak by the new pool.
6. Diagnose and treat the Juniper outside the new pool. Remove any dead or diseased material.
7. Prune the dead out of Palmettos in the bed in front of the aluminum fence at the older pool.
8. Prune the dead material out of the Podocarpus in the bed in front of the aluminum fence at the older pool.
9. Treat Dollar weed in the Bahia at the small and large dog park.
10. Treat the ant mounds that are in both dog parks. Ensure this is scouted each service.
11. **Remove a dead hanging Sable palm frond in front of the large dog park.**
12. **New sod has been installed in front of the amenity center along Hawkstone Trail Blvd. It does appear the area now has fungus from the extra water to establish new sod. (Pic. 12)**



# Hawkstone Trail Blvd.

- 13. Treat turf in the medians on Hawkstone Trail Blvd. that appears to have fungus.
- 14. Need to improve the turf on the berm on Hawkstone Trail Blvd. between the amenity center and Brumby Ridge Ave.
- 15. Hawkstone Trails Blvd. has numerous ant mounds in beds, tree rings, and turf.

**16. There appears to be a dead Sable Palm behind the monument on the exit side of Hawkstone Trail Blvd. at the Boyette roundabout.**

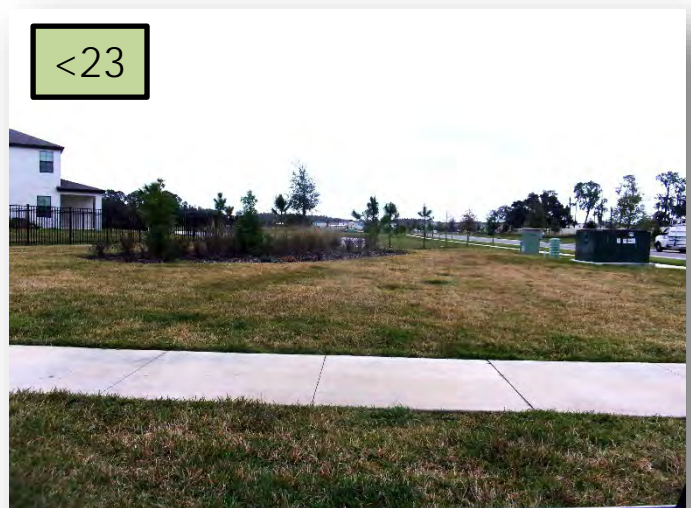
- 17. Treat weeds in the bed in front of the entrance and exit monuments on Hawkstone Trail Blvd.
- 18. Need to add Perennial Peanut on the triangle that has Balm Boyette sign on it to fill in bare areas. The other triangles around the large roundabout look good.
- 19. Treat weeds in the Juniper on Hawkstone Trail Blvd. ROW between Shetland Walk Dr. and Horseshoe Bend Dr.
- 20. Check the staking systems on the newly installed trees on Hawkstone Trail Blvd. between Horseshoe Bend Dr. and Paddock Pond Ave. There are several straps no longer connected to the ground.

- 21. Diagnose and treat all turf on Hawkstone Trail Blvd. that appears to have fungus.
- 22. Diagnose and treat the newly installed Plumbago on Hawkstone Trail Blvd. ROW between Horse Trot Rd. and Summer Beach.
- 23. Need to improve the color and vigor in the turf at both the entrance and exit side of the Paddock Pond Ave. and Hawkstone Trail Blvd. intersection. This area has never appeared to be thriving. (Pic. 23>)

- 24. It appears the tree rings on Hawkstone Trail Blvd. are decreasing in size and losing shape. Ensure these are edged on a consistent basis. (Pic. 24)



- 25. Treat the weeds in the beds at the lift station on Hawkstone Trail Blvd.
- 26. I investigated the plantings at the new gate, the passive park, and new park on Summer Branch. They are not completed so I will not include in this report. I will continue to look at these areas and will report on deficiencies once each has been completed.
- 27. It appears the backside of the berm on the exit and entrance side of Woodland Spur and Balm Boyette has been missed recently. Ensure this area is mowed each service. Also, treat broadleaf turf weeds here.





# Balm Boyette, Okerlund

28. Remove straps no longer anchored in the ground for Sycamore Trees on Balm Boyette Rd. ROW. (Pic. 28)



29. Remove sucker growth on Maple and Oak trees on Balm Boyette Rd. ROW.

30. Treat weeds in the tree rings and beds on Balm Boyette Rd. ROW.

31. Need to improve the color and vigor of the turf on the corner of Balm Boyette and Boyette at the entrance of Hawkstone.

32. There is a dead palm at the intersection of Balm Boyette and Swiss Bridge on the exit side.

33. Treat weeds in the beds on Balm Boyette at the Swiss Bridge intersection.

34. Remove the dead fronds in the Pygmy Date Palms in the call box median outside the gate on Swiss Bridge.

35. Schedule a pruning event for the Holly Tree along the aluminum fence as you exit Swiss Bridge heading to Balm Boyette.

36. Edge the Perennial Peanut on the call box median on Swiss Bridge overhanging the curb each service.

37. Repair turf damage at the mailbox kiosk for model homes on Swiss Bridge. (Pic. 37)



38. Annuals are not thriving on the bullnose of the median as soon as you pass the gate on Swiss Bridge off Balm Boyette.

39. Treat ant mounds on Swiss Bridge CDD property. There are a couple mounds at the lift station.

40. New sod has been installed at the roundabout on Paddock Woods roundabout. Do need to treat sedge within the older turf.

41. Diagnose and treat a couple declining Petit Ixora at the Paddock Woods roundabout bed. Remove any diseased or dead material.

42. Raise the Oak canopy behind the houses on Paddock Woods that is 4 to 5 feet from the ground.



# Proposals

1. Sunrise to provide a proposal to fill in a depression under the sunshade at the playground area. Item #2 on the report.
2. Sunrise to provide a proposal to replenish the mulch at the playground by the amenity center. Item #4 on the report.
3. Sunrise to provide a proposal to fill in Perennial Peanut at the triangle that has the Balm Boyette direction sign by the large roundabout shared with Boyette. Item #18 on the report.



## **Tab 2**

# Landscape Maintenance Services Agreement

This Landscape Maintenance Services Agreement (this “**Agreement**”) is entered into as of November 15, 2023 between the **Hawkstone Community Development District**, a local unit of special-purpose government organized and established under Chapter 190, Florida Statutes (the “**District**”) and **Carson’s Lawn & Landscaping Services LLC**, a Florida limited liability company (the “**Contractor**”).

## Background Information:

The District owns, operates, and maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide landscape maintenance services for certain lands within and around the District. Contractor submitted a proposal and represents that it is qualified to serve as a landscape maintenance contractor and provide services to the District. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor the parties desire to enter into this Agreement.

## Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Contractor’s Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
  - a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise, and resources to perform all required work.
  - b. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Agreement.
  - c. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis.
  - d. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon written notice to the District.
  - e. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
  - f. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Agreement.
3. **Description of Work.**
  - a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as described in the **Contractor’s Proposal** (hereinafter referred to as the “**Work**”), for the all ponds, common areas, end caps, and open spaces shown in and referenced to in the **Landscape Map**. The Contractor’s Proposal and Landscape Maintenance Map are attached hereto as **Composite Exhibit “A”**.
  - b. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.



4. **Additional Work.** If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, amendment, or work order authorization. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
5. **Emergency Services.** In the event of an emergency or disaster, Contractor shall provide the District the following services:
- a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
  - b. Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
  - c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
  - d. Disaster recovery assistance services shall not exceed a total of 70 hours worked for each emergency/disaster.
  - e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
  - f. District reserves the right to immediately terminate all disaster recovery assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.
6. **Manner of Performance.**
- a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
  - b. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
  - c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
  - d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and the procedures expected.
  - e. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.
  - f. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within 24 hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
  - g. Contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment. Any motorized equipment used on the roadways of the community must be legally equipped.
  - h. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.
  - i. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond

the control of the Contractor or Work that may result in the damage and/or loss of plant material, vegetation, sod, or other landscaping. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs or replacements.

- j. In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District’s representative.
- k. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District’s rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

7. **Time of Commencement.** The work to be performed under this Agreement shall commence on the date of this Agreement. Contractor shall provide the District the requisite insurance referenced herein and prior to commencing any work.

8. **Term and Renewal.** The initial term of this Agreement shall be for 1 year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for subsequent 1 year terms pursuant to the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.

9. **Termination.**

- a. Contractor may terminate this Agreement with 60 days’ written notice with or without cause. Termination notice must be sent to and received by the District by certified mail or email. The 60-day notice shall commence on the day of actual receipt of said written notice by the District.
- b. The District may, in its sole and absolute discretion, whether or not reasonable, on 30 days’ written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail or email. The 30-day notice shall commence on the day of mailing of said notice to the Contractor.
- c. Upon termination of this Agreement, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor.
- d. On a default by Contractor, the District may elect not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. The District specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

10. **District Representatives and Inspections.**

- a. The District hereby designates the District Manager, Property Manager, and other representatives of the District Manager’s office to act as the District’s representatives. The District’s representatives shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work.
- b. The Contractor agrees to meet with a District representative no less than 2 times per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of landscape related items that should be performed before

- the next walk through.
- c. The District will be responsible for scheduling the monthly inspections. The District must have no less than 14 days' notice if there is a need to reschedule.
  - d. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.
  - e. If the District representatives identify any deficient areas, the District representatives shall notify the Contractor through a written report or otherwise. The Contractor shall then within the time period specified by the District representatives, or if no time is specified within 48 hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within 3 days and prior to submitting any invoices to the District.

## **11. Compensation**

- a. As compensation for the Work (as outlined in **Composite Exhibit "A"– Contractor's Proposal & Landscape Map**) for work to be performed bi-weekly, the District agrees to pay Contractor **\$3,080.00** per month.
- b. Contractor shall invoice the District monthly for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District and at a minimum shall include:
  - i. the District's name
  - ii. the Contractor's name
  - iii. the invoice date
  - iv. an invoice number
  - v. a reference to a proposal number if applicable
  - vi. the location
  - vii. descriptive enough to allow reader to understand services performed
  - viii. an itemized listing of all costs billed on the invoice with a description of each service
  - ix. the time frame within which the services were provided
  - x. the address or bank information to which payment is to be remitted.
  - xi. the Contractor will issue a credit on invoices for service dates that are missed and that were not made up.
- c. In the event services are not needed (dry times and mowing not needed on the frequency designated in the Scope of Services), inclement weather, or other conditions outside the control of the Contractor that cause certain services to not be necessary or to be missed the Contractor shall inform the District on a weekly basis and provide a written plan of performing other services on the property, making up the missed services on a later date, or issuing a credit on invoices.
- d. The District shall provide payment within 45 days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
- e. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within 10 days of the District's receipt of such invoice.
- f. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.



- g. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**12. Duties and Rights of Contractor.** Contractor's duties and rights are as follows:

- a. *Responsibility for and Supervision of the Work:* Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. *Discipline, Employment, Uniforms:* Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- c. *Furnishing of Labor, Materials/Liens and Claims:* Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives any right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within 3 business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.
- d. *Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

- e. *Responsibility for Negligence of Employees and Subcontractors:* Contractor shall be fully responsible for all acts or omissions of its employees, its subcontractors and their employees, and other persons doing work under any request of Contractor.
- f. *Safety Precautions and Programs:* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- g. *Monthly Maintenance Reports.* The Contractor has a duty to provide the District a monthly maintenance report, that highlights any significant work done in the previous month, and issues they encountered (including all prior work and history if a problem keeps occurring at the same location), and an update on any work on outstanding issues.

### **13. Indemnification.**

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.
- b. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.*
- c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- d. The Contractor shall and does hereby indemnify and hold the District and anyone directly or indirectly employed by it harmless from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

**14. Limitations on Governmental Liability.** Contractor agrees that nothing herein will constitute or be construed as a waiver of the Districts limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing.

### **15. Insurance.**

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida. No changes are to be made to these specifications without prior written specific approval by the District.
  - i. *Workers' Compensation:* Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required

under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.

- ii. Commercial General Liability: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
  - iii. Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.
  - iv. Umbrella Liability: With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.
- b. Each insurance policy required by this Agreement shall:
- i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
  - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
- g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- i. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.

**16. Subcontractors.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the



Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

**17. Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

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

**19. Public Entity Crimes.** Pursuant to Section 287.133(3)(a), Florida Statutes;

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

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

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

**21. E-Verification.** Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.

- i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 533-2950, OR BY EMAIL AT [MHUBER@RIZZETTA.COM](mailto:MHUBER@RIZZETTA.COM), OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, FLORIDA 33614.**

- 23. Waivers.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
- 24. Governing Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in Hillsborough County, Florida.
- 25. Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
- 26. Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
- 27. Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.
- 28. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

- 29. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- 30. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
- 31. **Notices.** Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other party shall be made.

**To the District:**  
 c/o Rizzetta & Company, Inc.  
 3434 Colwell Ave  
 Suite 200  
 Tampa, FL 33614  
[MHuber@rizzetta.com](mailto:MHuber@rizzetta.com)

**To Contractor:**  
 P.O. Box 3203  
 Riverview, FL 33568  
[carsonwd@yahoo.com](mailto:carsonwd@yahoo.com)


- 32. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 33. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

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

**Carson's Lawn & Landscaping Services  
 LLC, a Florida limited liability company**

**Hawkstone  
 Community Development District**

\_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

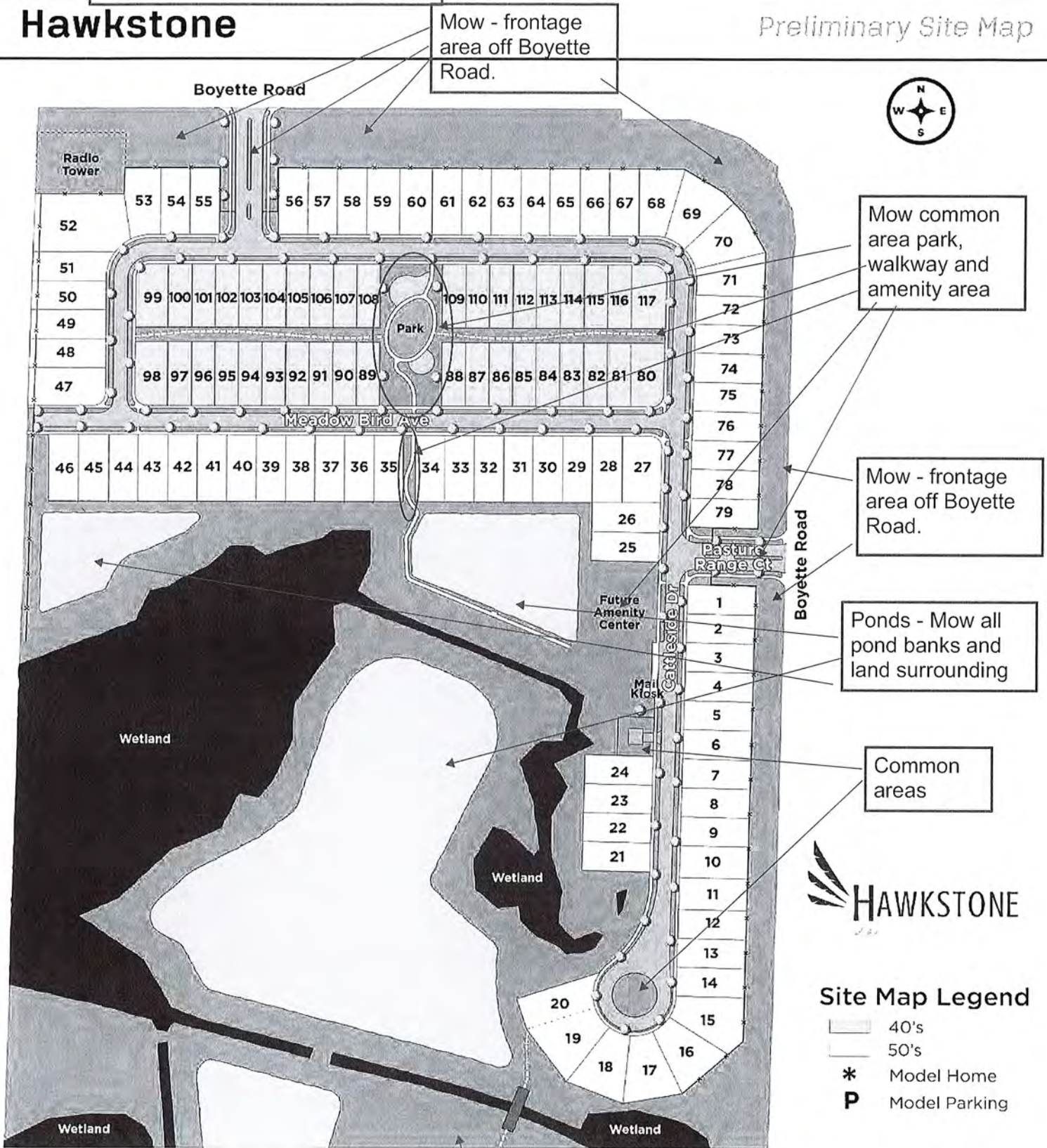
  
 \_\_\_\_\_  
Matt O'Brien (Jan 16, 2024 6:01:55)  
 Chair/ Vice Chair of the Board of Supervisors





# Hawkstone

Preliminary Site Map



Mow common area park, walkway and amenity area

Mow - frontage area off Boyette Road.

Ponds - Mow all pond banks and land surrounding

Common areas

Maintain open space



### Site Map Legend

- 40's
- 50's
- \* Model Home
- P** Model Parking



WHY NOT START FRESH?

Site Plans, availability, specifications, pricing, and common areas are subject to change without notice. This is an artist's conceptual rendering. Home sites may be released in phases. Refer to a recorded plat for additional information. Please speak with a Casa Fresca Sales Consultant for current information. 03072023



## **Tab 3**

## Hawkstone Sale of Goods Agreement

This Sale of Goods Agreement, dated as of January 11<sup>th</sup>, 2024 (this “**Agreement**”), is entered into between **GIG FIBER, LLC**, a Delaware limited liability company (“**Seller**”) and **HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT** a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (“**Buyer**,” and together with Seller, the “**Parties**,” and each, a “**Party**”).

**WHEREAS**, Seller is in the business of selling Residential LED Solar Street Lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, and related equipment and fixtures (all of which, together with accessories, attachments, and replacement parts, shall be referred to collectively herein as the “Street Lights” and individually as a “Street Light”); and

**WHEREAS**, Buyer is in the business of building a masterplan community; and

**WHEREAS**, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer the Goods.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale of Goods. Seller shall sell to Buyer and Buyer shall purchase from Seller the goods set forth in the attached Exhibit A (the “**Goods**”) in the quantities and at the Prices (as defined in Section 6) and upon the terms and conditions set forth in this Agreement.

2. Delivery.

(a) The goods will be delivered within a reasonable time after the date of this Agreement, subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit.

(b) Seller shall deliver the Goods to 12580 Hawkstone Trail Blvd, Lithia, FL 33547 (the “**Delivery Point**”) using Seller’s standard methods for delivering such Goods.

(c) Seller may, in its sole discretion, without liability or penalty, make partial delivery of Goods to Buyer. Each delivery will constitute a separate sale, and Buyer shall pay for the units delivered whether such delivery is in whole or partial fulfillment of the quantity purchased under this Agreement.

(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller’s notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses, or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

3. Non-Delivery. The quantity of any installment of Goods as recorded by Seller on dispatch from Seller’s place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Seller shall not be liable for any non-delivery of Goods (even if caused by Seller’s negligence) unless Buyer gives written notice to Seller of the non-delivery within [30] days of the date when the Goods would in the ordinary course of events have been received. Any liability of Seller for non-delivery of the Goods shall be limited to delivering the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.



4. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Florida Uniform Commercial Code.

5. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods upon receipt (“**Inspection Period**”). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. “**Nonconforming Goods**” means only the following: (i) product delivered is different than identified in this Agreement; or (ii) product’s label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods at the pro rata contract rate. Buyer shall deliver, at its expense and risk of loss, the Nonconforming Goods to Seller’s facility located at 4826 Airport Rd, Zephyrhills, FL, 33542. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer’s delivery of Nonconforming Goods, deliver to Buyer, at Buyer’s expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 6(b) are Buyer’s exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 6(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

6. Price. Buyer shall purchase the Goods from Seller at the price (the “**Price**”) set forth in the attached Exhibit A. If the Price should be increased by Seller before delivery of the Goods to Buyer, then this Agreement shall be construed as if the increased Price were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased Price. All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller’s income, revenues, gross receipts, personnel, or real or personal property, or other assets.

7. Payment Terms. Buyer shall pay all invoiced amounts due to Seller on receipt of Seller’s invoice. Buyer shall make all payments hereunder by wire transfer and in US dollars. Buyer shall pay interest on all late payments at the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees.

8. No Setoff. Buyer shall not, and acknowledges that it will have no right, under this Agreement, any other agreement, document, or law, to withhold, offset, recoup, or debit any amounts owed (or to become due and owing) to Seller or any of its affiliates, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Seller or its affiliates, whether relating to Seller’s or its affiliates’ breach or non-performance of this Agreement or any other agreement between Buyer or any of its affiliates, and Seller or any of its affiliates, or otherwise.

9. Warranties.

(a) **EXCEPT FOR THE WARRANTY OF THE MANUFACTURER OF THE GOODS, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

(b) The Seller shall not be liable for a breach of the manufacturer's warranty set forth unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within ten (10) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.

(c) The Seller shall not be liable for a breach of any warranty if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use, or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

10. Limitation of Liability.

(a) **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (i) WHETHER SUCH DAMAGES WERE FORESEEABLE, (ii) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (iv) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.**

11. Indemnification. Buyer shall indemnify, defend, and hold harmless Seller and its officers, directors, managers, shareholders, members, partners, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, any claim of a third party or Seller arising out of or occurring in connection with the products purchased from Seller or Buyer's negligence, willful misconduct, or breach of this Agreement. Buyer shall not enter into any settlement without Seller's or Indemnified Party's prior written consent.

12. Termination. In addition to any remedies that may be provided in this Agreement, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy, or commences or has

commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

13. Miscellaneous. All notices, demands and requests which must or may be given, demanded or requested by either party to the other shall be in writing, and shall be deemed given (a) on the date personally delivered, (b) one (1) business day after deposit with a nationally recognized overnight courier delivery service such as FedEx or UPS, or (c) three (3) business days after the date deposited in the United States registered or certified mail, postage prepaid, addressed to the party for which intended at their respective addresses as first set forth above, or at such other place as either party may designate from time to time in a written notice (provided however that any notice of change of address for a party shall be effective only upon actual receipt by the other party). If any action or proceeding relating to this Agreement or the enforcement of any provision of this Agreement is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled). This Agreement shall be construed in accordance with and governed by the laws of the State of Florida (without regard to conflict of laws rules). Venue for any action or proceeding brought by either party to this Agreement shall lie exclusively in a state or federal court of competent jurisdiction sitting in Hillsborough County. No delay or failure by Buyer or Seller to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. This Agreement may be executed in counterparts, each of which when taken together shall constitute one instrument. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Seller and Buyer. All preliminary and contemporaneous negotiations are merged into and incorporated in this Agreement. This Agreement contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto. BUYER AND SELLER HEREBY KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT SUCH WAIVER IS A MATERIAL INDUCEMENT TO EACH OF THEM IN ENTERING INTO THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**GIG FIBER, LLC,**

By \_\_\_\_\_

Name: John Ryan

Title: Manager

**HAWKSTONE COMMUNITY DEVELOPMENT  
DISTRICT,**

By \_\_\_\_\_

Name:

Title:



## **EXHIBIT A**

- [DESCRIPTION OF GOODS]: Residential LED Solar Street Lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, and related equipment and fixtures.
- [PRICE]: \$5175.00 per Street Light
- [QUANTITY]: (1) Street Light
- [DELIVERY LOCATION]: Hawkstone Trail Blvd, Lithia, FL 33547.
- [DELIVERY & INSTALLATION TERMS]: \$300 per light for delivery & installation. The goods will be installed upon delivery by Seller's qualified technicians, or a third-party installation team designated by Seller. Buyer shall be responsible for providing access to the installation site and ensuring that the site is prepared and suitable for installation. Seller shall use reasonable efforts to complete the installation within a reasonable time frame, subject to any unforeseen circumstances or factors beyond Seller's control. In the event of any defects or non-conformities, Buyer shall promptly notify Seller in writing, and Seller shall undertake commercially reasonable efforts to remedy the issues in a timely manner.

## **Tab 4**

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**MINUTES OF MEETING**

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

**HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Hawkstone Community Development District was **Wednesday, December 20, 2023, at 4:00 p.m.** at the office of Rizzetta & Company, Inc. located at 2700 S. Falkenburg Road, Suite 2745, Riverview, FL 33578.

Present and constituting a quorum were:

Brent Dunham	<b>Vice Chairperson</b>
Allison Martin	<b>Assistant Secretary</b>
Marlena Nitschke	<b>Assistant Secretary</b>
Nico DeArmas	<b>Assistant Secretary</b>

Also present were:

Matthew Huber	<b>District Manager; Rizzetta &amp; Co.</b>
John Fowler	<b>Landscape Specialist; Rizzetta &amp; Co.</b>
Michael Broadus	<b>District Counsel; Straley Robin Vericker</b>
Dustin Johnson	<b>Representative; Homes by WestBay</b>

Audience Present

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

Mr. Huber called to order the meeting and performed a roll call, confirming that a quorum was present.

**SECOND ORDER OF BUSINESS**

**Audience Comments on Agenda Items**

During the meeting, some attendees shared their concerns. One resident mentioned that there were weeds on the turf of Swiss Bridge. Another person raised concerns about the pool gate, which was too short and could be easily accessed by children. Some attendees pointed out that there was mud on the sidewalks, and that a light pole near the TECO easement needed to be picked up, along with some construction materials. Finally, it was brought to everyone's attention that lawn clippings were being mowed into residents' yards and the ponds, which was causing some issues.

**THIRD ORDER OF BUSINESS**

**Staff Reports**

**A. Landscape Inspection Report**

**1. Presentation of Landscape Inspection Report**

During the meeting, the Board was informed that the turf in front of the amenity center has been declining since October 2023.



52 **B. District Counsel**

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54 Mr. Broadus was present; no report was given at the time.

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56 **C. District Engineer**

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58 Not present, no report was given at the time. The Board was informed of concerns  
59 about driveways in the neighborhood.

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61 **D. District Manager**

62 **1. Acceptance of Website Audit for October 2023**

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64 **Clean report.**

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66 **The next meeting will be held on Wednesday, January 17, 2024, at 4:00 p.m.**

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68 Mr. Huber was present. The Board was informed that Staff is working on the light  
69 outage for the entry sign, the installment of the dog park fire hydrant, along with  
70 addressing the Teco billing,

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72 **FOURTH ORDER OF BUSINESS**

**Ratification of Fiscal  
Year 2021-2022 Final Audit**

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On a Motion by Ms. Martin seconded by Mr. Dunham, with all in favor, The Board of Supervisors ratified the Fiscal Year 2021-2022 Final Audit, for the Hawkstone Community Development District.

**FIFTH ORDER OF BUSINESS**

**Ratification of Pool Pavers  
Repair Proposal**

On a Motion by Ms. Martin seconded by Mr. Dunham, with all in favor, the Board of Supervisors ratified the Pool Pavers Repair Proposal for \$1,196.00, for the Hawkstone Community Development District.

**SIXTH ORDER OF BUSINESS**

**Ratification of Sod  
Replacement Proposal**

The sod in front of Hawkstone Trail Amenity Center was replaced.

On a Motion by Ms. Martin seconded by Mr. Dunham, with all in favor, the Board of Supervisors ratified the Sod Replacement Proposal for \$2,790.22, for the Hawkstone Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Ratification of Repairs to  
Eroded Areas Proposal**

On a Motion by Ms. Martin seconded by Mr. Dunham, with all in favor, the Board of Supervisors ratified the proposal for repairs to the eroded areas, for the Hawkstone Community Development District.

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**EIGHTH ORDER OF BUSINESS**

**Consideration of Rizzetta  
Second Addendum for  
Landscape Inspection Services**

The Board was informed that there was a price increase for Landscape Inspection Services.

On a Motion by Ms. Martin seconded by Mr. DeArmas with all in favor, the Board of Supervisors adopted the Pickleball Court Rules, for the Hawkstone Community Development District.

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**NINTH ORDER OF BUSINESS**

**Consideration of Common  
Area Landscape at Stogi Proposal**

The Board approved the Common Area Landscape Proposal, subjected to an agreement drafted by District Counsel.

On a Motion by Ms. Martin seconded by Mr. Dunham with all in favor, the Board of Supervisors accepted the Common Area Landscape at Stogi Proposal, for the Hawkstone Community Development District.

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**TENTH ORDER OF BUSINESS**

**Consideration of Lighting Design  
for Mail Kiosk Proposal**

Lights will be installed in the Village Green Area mailboxes.

On a Motion by Ms. Martin seconded by Mr. DeArmas with all in favor, the Board of Supervisors accepted the Streetleaf Lighting Proposal for \$5,175.00, for the Hawkstone Community Development District.

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**ELEVENTH ORDER OF BUSINESS**

**Consideration of Drinking  
Fountain Replacement proposal**

This item has been tabled.

**TWELFTH ORDER OF BUSINESS**

**Consideration of Regular Minutes of  
Board of Supervisors Meeting held  
on October 18, 2023**

On a Motion by Ms. Martin seconded by Mr. Dunham, with all in favor, the Board of Supervisors approved the Regular Meeting Minutes for October 18, 2023, the Hawkstone Community Development District.





## **Tab 5**

# HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · RIVERVIEW, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

## Operation and Maintenance Expenditures November 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2023 through November 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$106,055.24**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# Hawkstone Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Aqua Sentry	100268	9938	Cleaning & Maintenance of Pools 10/23	\$ 3,486.75
Carson's Lawn & Landscaping Services LLC	100258	7884	Hinton - Pond Banks 09/23	\$ 8,465.00
Florida Department of Commerce	100270	89333	Special District Fee FY 23/24	\$ 175.00
Frontier Florida, LLC	ACH	813-655-1393-121720-5 11/23 ACH	Clubhouse Internet 11/23	\$ 116.73
Hidden Eyes, LLC	100264	732362	Security Monitoring 10/23	\$ 1,695.41
Hidden Eyes, LLC	100272	733375	Security Monitoring 11/01/23-11/30/23	\$ 1,695.41
Hillsborough County BOCC	100271	0458247861 09/23	14285 Swiss Bridge Dr. Comm Irrigation 09/23	\$ 771.75
Hillsborough County BOCC	100271	0458247861 10/23	14285 Swiss Bridge Dr. Comm Irrigation 10/23	\$ 833.25
Hillsborough County BOCC	100271	3625962647 09/23	Irrigation 09/23	\$ 126.78
Hillsborough County BOCC	100271	3625962647 10/23	Irrigation 10/23	\$ 572.14
Hillsborough County BOCC	100271	8774586170 09/23	13060 Wellspring Dr - Commercial Irrigation 10/23	\$ 19.41
Hillsborough County BOCC	100271	8774586170 10/23	13060 Wellspring Dr - Commercial Irrigation 10/23	\$ 47.17

# Hawkstone Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
HomeTeam Pest Defense, Inc.	100273	96247963	Pest Control 10/23	\$ 33.00
Innersync Studio, Ltd	100274	21604	CDD Website Hosting - Annual Service 10/23-09/24	\$ 1,537.50
IPFS Corporation	100257	Insurance Policy GAA-D40527 FY23-24 10/23	Insurance Policy GAA-D40527 FY 23/24 10/23	\$ 3,339.93
IPFS Corporation	100280	Insurance Policy GAA-D40527 FY23-24 11/23	Insurance Policy GAA-D40527 FY 23/24 11/23	\$ 3,339.93
Nicolas DeArmas	100275	ND101823	Board of Supervisors Meeting 10/18/23	\$ 200.00
Poop 911	100260	7511622	Monthly - 5 Stations Emptied 09/23	\$ 193.92
Poop 911	100276	7628886	Monthly - 5 Stations Emptied 10/23	\$ 193.92
Red Rhino Leak Detection	100265	347915	Irrigation Repair 09/23	\$ 1,095.00
Rizzetta & Company, Inc.	100256	INV0000084916	District Management Fees 11/23	\$ 5,129.41
Solitude Lake Management, LLC	100263	PSI012335	Aquatic Maintenance 09/23	\$ 1,846.25
Solitude Lake Management, LLC	100263	PSI012416	Aquatic Maintenance 09/23	\$ 1,440.40
Solitude Lake Management, LLC	100263	PSI012569	Wetland Aquatic Maintenance 09/23	\$ 350.00



# Hawkstone Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Solitude Lake Management, LLC	100266	PSI018551	Aquatic Maintenance 10/23	\$ 1,846.25
Solitude Lake Management, LLC	100263	PSI018616	Wetland Monitoring & Maintenance 10/23	\$ 350.00
Solitude Lake Management, LLC	100263	PSI020346	Aquatic Maintenance 10/23	\$ 1,440.40
Solitude Lake Management, LLC	100266	PSI028585	Aquatic Maintenance 11/23	\$ 1,440.40
Straley Robin Vericker	100277	23615	General Legal Services 09/23	\$ 3,820.00
Sunrise Landscape	100255	12061	Irrigation Repairs 07/23	\$ 1,579.95
Sunrise Landscape	100261	12956	Monthly Landscape 09/23	\$ 6,990.50
Sunrise Landscape	100269	12957	Monthly Landscape - Darsey - 09/23	\$ 4,373.80
Sunrise Landscape	100269	12958	Monthly Landscape - Okerlund - 09/23	\$ 2,246.21
Sunrise Landscape	100269	13234	Monthly Landscape Maintenance Hinton 1A1 and 1A2 09/23	\$ 14,946.33
Sunrise Landscape	100269	13357	Irrigation Repairs 09/23	\$ 193.00
Sunrise Landscape	100269	13410	Annuals Replacement 09/23	\$ 1,011.25

# Hawkstone Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Sunrise Landscape	100278	13695	Monthly Landscape 10/23	\$ 6,990.50
TECO	ACH	211028332917 09/23 ACH	16401 Boyette RD - Street lights 09/23	\$ 2,991.33
TECO	ACH	211029405282 09/23 ACH	12929 Hobson Simmons Rd - Street Lights 09/23	\$ 1,440.80
TECO	ACH	Hawkstone Electric Summary 09/23 ACH	Electric Summary 09/23	\$ 14,129.46
Times Publishing Company	100267	0000307446 100123	Legal Advertising 10/23	\$ 664.00
Times Publishing Company	100279	0000313397 102923	Legal Advertising 10/23	\$ 642.00
Total Community Maintenance, LLC	100259	6147	Monthly Janitorial Services 11/23	\$ 2,155.00
Vijayakumar Kannan	100262	110623 Kannan	Refund Facilities Deposit 07/23	<u>\$ 100.00</u>
<b>Report Total</b>				<b><u>\$ 106,055.24</u></b>

# Tab 5A

# HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · RIVERVIEW, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

## Operation and Maintenance Expenditures December 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2023 through December 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$61,628.96**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary



# Hawkstone Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
AMTEC	100281	6611-11-23	Arbitrage Rebate Calculation Series 2019 A1 11/23	\$ 450.00
AMTEC	100281	6612-11-23	Arbitrage Rebate Calculation Series 2019 A2 11/23	\$ 450.00
Berger, Toombs, Elam, Gaines & Frank CPA	100282	364488	Auditing Services 10/23	\$ 3,375.00
Carson's Lawn & Landscaping Services LLC	100283	7902	Hinton - Pond Banks 10/23	\$ 8,465.00
Danielle Fence Mfg Co., Inc.	100284	75349	Reinstall One Section of PVC Fence 10/23	\$ 395.00
Frontier Florida, LLC	ACH	813-655-1393-121720-5 01/24 ACH	Clubhouse Internet 01/24	\$ 132.48
Frontier Florida, LLC	ACH	813-655-1393-121720-5 12/23 ACH	Clubhouse Internet 12/23	\$ 116.73
Hillsborough County BOCC	ACH	5374095230 10/23 ACH	Commercial Irrigation 10/23	\$ 84.24
Hillsborough County BOCC	ACH	5374095230 11/23 ACH	Commercial Irrigation 11/23	\$ 1,729.51
HomeTeam Pest Defense, Inc.	100285	96941782	Pest Control 11/23	\$ 33.00
HomeTeam Pest Defense, Inc.	100289	96945008	Quarterly Pest Control Service 11/23	\$ 122.00
Rizzetta & Company, Inc.	100288	INV0000085720	District Management Fees 12/23	\$ 5,429.41
Straley Robin Vericker	100286	23773	General Legal Services 10/23	\$ 577.50

# Hawkstone Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Sunrise Landscape	100287	13697	Monthly Landscape - Darsey - 10/23	\$ 4,373.80
Sunrise Landscape	100287	13698	Monthly Landscape - Okerlund - 10/23	\$ 2,246.21
Sunrise Landscape	100290	14048	Irrigation Repairs 10/23	\$ 1,859.83
Sunrise Landscape	100316	14872	Monthly Landscape 12/23	\$ 6,990.50
Sunrise Landscape	100316	14963	Monthly Landscape - Darsey - 12/23	\$ 4,373.80
Sunrise Landscape	100316	14964	Monthly Landscape - Okerlund - 12/23	\$ 2,246.21
TECO	ACH	211028332917 10/23 ACH	16401 Boyette RD - Street lights 10/23 ACH	\$ 2,947.12
TECO	ACH	Hawkstone Electric Summary 10/23 ACH	Electric Summary 10/23	\$ 13,066.04
Total Community Maintenance, LLC	100292	6227	Monthly Janitorial Services 12/23	\$ 2,155.00
Waste Management Inc. of Florida	100291	9968810-2206-4	Waste Services 10/23	<u>\$ 10.58</u>
<b>Report Total</b>				<b><u>\$ 61,628.96</u></b>