



Rizzetta & Company

Belmont Community Development District

**Board of Supervisors'
Regular Meeting
March 18, 2020**

**District Office:
9428 Camden Field Parkway
Riverview, FL 33578
813-533-2950**

www.belmontcdd.com

BELMONT COMMUNITY DEVELOPMENT DISTRICT AGENDA

Rizzetta & Company, located at 9428 Camden Field Parkway, Riverview, Florida 33578.

Board of Supervisors	Charles Perkins Shannon Carey Tina Fludd Kristen Brooks Roger Jones	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
Regional District Manager	Justin Croom	Rizzetta & Company, Inc.
District Counsel	Jennifer Kilinski	Hopping Green & Sams, P.A.
District Engineer	Greg Woodcock	Cardno

All cellular phones must be placed on mute while in the meeting room.

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 1-800-955-8771 (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.

BELMONT COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 9428 CAMDEN FIELD PARKWAY• RIVERVIEW, FL 33578

Board of Supervisors
Belmont Community
Development District

March 13, 2020

REVISED AGENDA

Dear Board Members:

The Regular meeting of the Board of Supervisors of the Belmont Community Development District will be held on **Wednesday, March 18, 2020 at 10:00 a.m.** at the office of Rizzetta and Company, Inc. located at 9428 Camden Field Parkway, Riverview, Florida 33578. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Regular Meeting held on February 19, 2020Tab 1
 - B. Consideration of Operation and Maintenance Expenditures for January 2020 Tab 2
 - C. Consideration of Resumes for Open Seat.....Tab 3
 - D. Consideration of Resolution 2020-03, Designating Officers of the District Tab 4
 - C. Ratification of Construction Requisition for Series
- 4. STAFF REPORTS**
 - A. Field Services Manager
 1. Presentation of March 2020 Field Inspection ReportTab 5
 2. Consideration of Landscape Enhancement ProposalsTab 6
 3. Consideration of Mulch Installation ProposalsTab 7
 4. Consideration of Top Choice Proposals Tab 8
 - B. Sitex Aquatics
 1. Presentation of March 2020 Sitex Aquatics Inspection Report..... Tab 9
 - C. District Counsel
 - D. District Engineer
 1. Discussion Regarding ASI Final Payment & Warranty AgreementTab 10
 2. **Consideration of Ameriscape Warranty Agreement.....Tab 11**
 3. Discussion Regarding Pool Construction Kick Off Meeting Tab 12
 - E. District Manager
- 5. BUSINESS ITEMS**
 - A. **Consideration of Monument Placement Proposal Tab 13**
 - B. **Consideration of Change Order #12Tab 14**
 - C. **Consideration of Entry Enhancements Proposal.....Tab 15**
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

Belmont Community Development District

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,

Justin Croom

Justin Croom
District Manager

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to 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.

**BELMONT
COMMUNITY DEVELOPMENT DISTRICT**

The Regular meeting of the Board of Supervisors of Belmont Community Development District was held on **Wednesday, February 19, 2020 at 10:00 a.m.** at the office of Rizzetta & Company, located at 9428 Camden Field Parkway, Riverview, Florida 33578.

Present and constituting a quorum:

Charles Perkins	Board Supervisor, Chairman
Kristen Brooks	Board Supervisor, Assistant Secretary
Tina Fludd	Board Supervisor, Assistant Secretary
Roger Jones	Board Supervisor, Assistant Secretary

Also present were:

Justin Croom	District Manager, Rizzetta & Company
Greg Woodcock	District Engineer, Cardno
Alyssa Wilson	District Counsel; Hopping Green & Sams (via phone)
Patrick Bell	Field Service Manager Rizzetta & Company
John Cornelius	BrightView Landscape Services
Maria Adams	BrightView Landscape Services
Martin Padilla	BrightView Landscape Services
Chris Scoggins	Clubhouse Manager
Audience	

FIRST ORDER OF BUSINESS

Call to Order

Mr. Croom called the meeting to order and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments

A resident had a question regarding the monuments. They also had questions regarding the dead grass by the sign on Gate and the ant issues on Sage Creek Drive.

A resident had a question regarding the Algae on pond #12

THIRD ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors' Regular Meeting held on January 15, 2020

On a Motion by Mr. Perkins, seconded by Ms. Brooks, with all in favor, the Board of Supervisors approved the minutes from the regular meeting held on January 15, 2020 for the Belmont Community Development District.

49 **FOURTH ORDER OF BUSINESS** **Consideration of Operation and**
50 **Maintenance Expenditures for December**
51 **2019**
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53 Mr. Croom answered general questions from the Board regarding O&M invoices.
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On a Motion by Mr. Perkins, seconded by Ms. Carey, with all in favor, the Board of Supervisors approved the Operation and Maintenance Expenditures for December 2019 (\$171,999.39) for the Belmont Community Development District.

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56 **FIFTH ORDER OF BUSINESS** **Ratification of Construction Requisition for**
57 **Series 2016AB #268-273 & 2016A 274-275**
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On a Motion by Mr. Perkins, seconded by Ms. Brooks, with all in favor, the Board of Supervisors ratified the Construction Requisitions for Series 2016AB #268-273 & 2016A 274-275 for the Belmont Community Development District.

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60 **SIXTH ORDER OF BUSINESS** **Consideration of Tina Fludd Resignation**
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On a Motion by Mr. Perkins, seconded by Ms. Carey, with all in favor, the Board of Supervisors accepted the resignation of Tina Fludd for the Belmont Community Development District.

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63 **SEVENTH ORDER OF BUSINESS** **Staff Reports**
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65 **A. Field Services Manager**
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67 1. Presentation of the February 2020 Field Inspection Report
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69 Mr. Bell reviewed the February 2020 field inspection report with the Board. The
70 Board reviewed several landscape enhancement proposals.
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On a Motion by Ms. Carey, seconded by Mr. Perkins, with all in favor, the Board of Supervisors approved the landscape enhancement proposals from Brightview at a total cost of \$55,392.00 for the Belmont Community Development District.

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73 The Board would like CLM to check where the signs are laid down and if they
74 need to be replaced. The Board would also like Maria from BrightView to be
75 checking in on workers 3 or 4 times a week on site. The Board discussed their
76 dissatisfaction with the landscaping company's work in the last few months.
77 The Board would like to see a schedule and action plan from BrightView.
78 BrightView responded with some proposals that they are working on bringing
79 to the Board for review. The Board would like Mr. Bell to look into an RFP scope
80 of work to review at the next Board meeting.
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82 **B. Sitex Aquatics**
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84 1. Presentation of the February 2020 Sitex Aquatics Inspection Report
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86 The Board reviewed the February 2020 Sitex aquatics report.

126 **NINTH ORDER OF BUSINESS** **Consideration of Resolution 2020-02,**
127 **Adopting Internal Controls Policy**
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129 Mr. Croom presented resolution 2020-02, which will adopt an internal controls policy
130 consistent with section 218.33, Florida statutes.
131

On a Motion by Ms. Carey, seconded by Ms. Brooks, with all in favor, the Board of Supervisors adopted resolution 2020-02 for the Belmont Community Development District.

132 **TENTH ORDER OF BUSINESS** **Consideration of HVAC Maintenance**
133 **Proposal**
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On a Motion by Ms. Brooks, seconded by Ms. Carey, with all in favor, the Board of Supervisors approved the proposal from Payne Air Conditioning & Heating for HVAC Maintenance at a total cost of \$518.00 for the Belmont Community Development District.

136 **ELEVENTH ORDER OF BUSINESS** **Consideration of Amenity Center Internet**
137 **Upgrade**
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140 Mr. Croom presented options from Envera for an amenity center internet upgrade and
141 installation.
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On a Motion by Ms. Carey, seconded by Mr. Perkins, with all in favor, the Board of Supervisors approved the 24-month contract agreement from Envera subject to a 30 day termination provision and if not available, then approved a month to month contract agreement for the Belmont Community Development District.

143 **TWELFTH ORDER OF BUSINESS** **Consideration of Trash Can Proposal**
144
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On a Motion by Ms. Brooks, seconded by Ms. Carey, with all in favor, the Board of Supervisors approved the proposal from the Park Catalog for 22 Gallon Steel Strap Receptacle at a total cost of \$612.00 for the Belmont Community Development District.

146 **THIRTEENTH ORDER OF BUSINESS** **Consideration of Hammock Proposal**
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On a Motion by Ms. Brooks, seconded by Ms. Carey, with all in favor, the Board of Supervisors approved the proposal from Pawleys Island for a Pool Side Hammock at a total cost of \$199.99 for the Belmont Community Development District.

149 **FOURTEENTH ORDER OF BUSINESS** **Consideration of Pergola Painting**
150 **Proposal**
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On a Motion by Ms. Brooks, seconded by Mr. Perkins, with all in favor, the Board of Supervisors approved the proposal from Elite Painting for Painting and pressure washing pergolas and picnic table and bench at a total cost of \$390.00 for the Belmont Community Development District.

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FIFTEENTH ORDER OF BUSINESS **Consideration of Easement Access for Pool Construction**

After discussion, the Board did not approve this easement for pool construction.

SIXTEENTH ORDER OF BUSINESS **Ratification of the Request to Liquidate the Remaining Trust Funds for the 2016B Bonds**

The Board discussed that US Bank made a final redemption of Series 2016B Bonds in the amount of \$300,000.00. The Bonds were paid off in only 3 years because of the speed of the lot sales. There is approximately \$636,117.00 remaining in the trust account and \$447305.00 was construction funds. That would leave \$188,812.00 of bond funds to utilize for lawful purposes. It is recommended to the Board that they open a SunTrust account to hold the trust funds.

On a Motion by Ms. Brooks, seconded by Ms. Carey, with all in favor, the Board of Supervisors ratified the request to liquidate the remaining trust funds for the 2016B Bonds for the Belmont Community Development District.

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On a Motion by Ms. Brooks, seconded by Ms. Carey, with all in favor, the Board of Supervisors agreed to open a SunTrust account to hold the Series 2016B trust funds for the Belmont Community Development District.

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SEVENTEENTH ORDER OF BUSINESS **Supervisor Requests**

Ms. Carey commented on the Fido Stations.

EIGHTEENTH ORDER OF BUSINESS **Adjournment**

On a Motion by Mr. Perkins, seconded by Ms. Brooks, with all in favor, the Board of Supervisors adjourned the meeting at 1:00 p.m. for the Belmont Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

BELMONT COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9428 CAMDEN FIELD PARKWAY · RIVERVIEW, FLORIDA 33578

Operation and Maintenance Expenditures January 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2020 through January 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$113,513.70**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Belmont Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2020 Through January 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
At Your Service Team, Inc.	003608	89553	Cleaning Services 01/20	\$ 310.00
Ballenger & Company, Inc.	003577	19460	WUP Reporting to SWFWMD 12/19	\$ 295.00
Belmont CDD	CD060	Debit Card Replenishment	Debit Card Replenishment	\$ 1,000.00
Belmont CDD	CD061	Debit Card Replenishment	Debit Card Replenishment	\$ 1,471.67
BrightView Landscape Services, Inc.	003589	6645305	Irrigation Repairs 12/19	\$ 251.00
BrightView Landscape Services, Inc.	003589	6645306	Irrigation Repairs 12/19	\$ 435.00
BrightView Landscape Services, Inc.	003589	6645307	Irrigation Repairs 12/19	\$ 385.00
BrightView Landscape Services, Inc.	003603	6664504	Landscape Maintenance 01/20	\$ 23,031.58
BrightView Landscape Services, Inc.	003603	6675498	Fire Ant Treatment 01/20	\$ 720.00
BrightView Landscape Services, Inc.	003603	6676932	Sod 01/20	\$ 37,615.50
Charles Perkins	003597	CP011520	Board of Supervisors Meeting 01/15/20	\$ 200.00
Charles Perkins	003583	CP121819	Board of Supervisors Meeting 12/18/19	\$ 200.00
Florida Department of Revenue	003590	Sales Tax 10/19- 12/19	Sales Tax 10/19-12/19	\$ 2.17
Hillsborough County BOCC	003595	5142407863 12/19	5142407863 Summary 12/19	\$ 383.81

Belmont Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2020 Through January 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hillsborough County BOCC	003595	7884730674 12/19	7884730674 Summary 12/19	\$ 3,102.73
Hillsborough County BOCC	003595	8481600000 12/19	10050 Paseo Al Mar Blvd 12/19	\$ 138.48
Hopping Green & Sams	003596	112192	General/Monthly Legal Services 12/19	\$ 6,188.10
Kristen K Brooks	003593	KB011520	Board of Supervisors Meeting 01/15/20	\$ 200.00
Kristen K Brooks	003578	KB121819	Board of Supervisors Meeting 12/18/19	\$ 200.00
Nvirotect Pest Control Services, Inc.	003582	192839	Pest Control Services 12/19	\$ 65.00
Republic Services of Florida, LP #696	003584	0696-000845827	10050 Paseo Almar Blvd 01/20	\$ 185.85
Republic Services of Florida, LP #696	003604	0696-000851577	10050 Paseo Almar Blvd 02/20	\$ 261.62
Rizzetta & Company, Inc.	003585	INV0000045781	District Management Fees 01/20	\$ 4,247.66
Rizzetta & Company, Inc.	003598	INV0000046362	Annual Dissemination Services 2020	\$ 10,000.00
Rizzetta Amenity Services, Inc.	003586	INV00000000006986	Amenity Management Services 12/19	\$ 1,108.59
Rizzetta Amenity Services, Inc.	003591	INV00000000007017	Amenity Management Services 01/20	\$ 1,536.51
Rizzetta Amenity Services, Inc.	003591	INV00000000007045	Out of Pocket Expenses 12/19	\$ 102.53
Rizzetta Amenity Services, Inc.	003605	INV00000000007072	Amenity Management Services 01/20	\$ 1,261.41

Belmont Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2020 Through January 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta Technology Services, LLC	003599	INV0000005337	Email Admin & Maintenance 01/20	\$ 575.00
Rizzetta Technology Services, LLC	003599	INV0000005436	Email Admin & Maintenance 01/20	\$ 100.00
Roger M Jones Jr	003581	RJ121819	Board of Supervisors Meeting 12/18/19	\$ 200.00
Shannon Carey	003579	SC121819	Board of Supervisors Meeting 12/18/19	\$ 200.00
Sitex Aquatics LLC	003606	3248B	Wetland Monitoring & Aquatic Maintenance 01/20	\$ 2,780.00
Suncoast Pool Service	003607	5868	Pool and Spa Service 01/20	\$ 825.00
Swine Solutions LLC	003587	CDD 05	Monthly Trapping Service - 12/19	\$ 1,350.00
TECO	003601	Summary 12/19	Electric Summary 12/19	\$ 11,759.77
Times Publishing Company	003600	0000050577 01/08/20	Legal Advertising 01/20	\$ 325.00
Tina Marie Fludd	003594	TF011520	Board of Supervisors Meeting 01/15/20	\$ 200.00
Tina Marie Fludd	003580	TF121819	Board of Supervisors Meeting 12/18/19	\$ 200.00
Welch Tennis Courts, Inc.	003588	54033	Professional Net Post Reel 09/19	\$ 62.49
Welch Tennis Courts, Inc.	003588	55213	Windscreen 12/19	\$ <u>37.23</u>
Report Total				\$ <u>113,513.70</u>

RESOLUTION 2020-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF BELMONT COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND REMOVING OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District desires to appoint and remove Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF BELMONT COMMUNITY DEVELOPMENT DISTRICT:

Section 1. _____ is appointed Chairman.

Section 2. _____ is appointed Vice Chairman.

Section 3. _____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Section 4. This Resolution supersedes any prior appointments made by the Board for Chairman and Vice-Chairman.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 18th DAY OF March 2020.

**BELMONT COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASSISTANT SECRETARY

**AGREEMENT BETWEEN BELMONT COMMUNITY DEVELOPMENT DISTRICT
AND AMERISCAPE USA, INC. FOR COMPLETION OF WARRANTY**

THIS WARRANTY AGREEMENT (“Warranty Agreement”) is made and entered into this 18th day of March, 2020, by and between:

Belmont Community Development District, a local unit of special-purpose government located in Hillsborough County, Florida, and whose mailing address is 9428 Camden Field Parkway, Riverview, Florida 33578 (“**District**”); and

Ameriscape USA, Inc. a Florida corporation, whose address is 9702 Harney Road, Thonotosassa, Florida 33592 (“**Contractor**”).

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, as amended, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including landscape, hardscape and irrigation improvements; and

WHEREAS, the District and Contractor previously entered into that certain *Agreement for Landscape, Hardscape, and Irrigation Installation Services and Materials* dated February 20, 2018 (“**1C-2A Agreement**”) and that certain *Standard Form of Agreement between Owner and Contractor for Construction Contract* dated November 1, 2018 (“**Amenity Center Expansion Agreement**,” and together with the 1C-2A Agreement, “**Prior Agreement**”); and

WHEREAS, the District previously terminated the Prior Agreement for cause in accordance with the terms thereof due to the Contractor’s defective work and failure to perform; and

WHEREAS, prior to the termination of the Prior Agreement, the Contractor installed certain improvements pursuant thereto as described in the attached **Exhibit A**, which is incorporated herein by reference (“**Improvements**”); and

WHEREAS, the Contractor agrees to fulfill its obligation to provide any required warranty work and replacement of defective items for the Improvements pursuant to the terms hereof (“**Services**”); and

WHEREAS, the Contractor represents that it is capable of providing the Services and agrees to contract with the District to do so in accordance with the terms of this Warranty Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Warranty Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Warranty Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

- A.** Contractor warrants the materials and services relative to the Improvements installed pursuant to the Prior Agreement shall be of good quality, free from faults and defects, for a period of twelve (12) months after final acceptance by the District or longer as required under Florida law. Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the herein (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion.
- B.** With respect to any and all plant material provided, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of twelve (12) months from the date of final acceptance by the District except plants damaged by acts of God, plants subjected to extreme weather conditions, or for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified.
- C.** This Warranty Agreement grants to Contractor the right to enter the lands that are subject to this Warranty Agreement, for those purposes described in this Warranty Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D.** The Contractor shall report directly to the District's Designee who shall be the District Engineer, Greg Woodcock. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth in this Warranty Agreement. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 3. TERM. This Warranty Agreement shall be effective upon the execution of the Warranty Agreement by each of the parties hereto and shall remain in effect for twelve (12) months following the date of final acceptance as approved by the District in writing. The date of final acceptance shall be May 31, 2019, and accordingly, this Warranty Agreement shall expire on May 31, 2020.

SECTION 4. INSURANCE.

- A.** The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Warranty Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

- B.** The District, its staff, consultants and supervisors shall be named as an additional insured (for all coverages except workers' compensation coverage). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 5. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Warranty Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance

contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

SECTION 6. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In the event the Contractor is required to perform any Services under this Warranty Agreement, the Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances.

SECTION 7. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Warranty Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Warranty Agreement against any interfering third party. Nothing contained in this Warranty Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Warranty Agreement.

SECTION 8. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Warranty Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 9. AMENDMENTS. Amendments to and waivers of the provisions contained in this Warranty Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 10. AUTHORIZATION. The execution of this Warranty Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Warranty Agreement.

SECTION 11. NOTICES. All notices, requests, consents and other communications under this Warranty Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Contractor: Ameriscape USA, Inc.
9702 Harney Road
Thonotossassa, Florida 33592
Attn: _____

B. If to District: Belmont Community Development District
9428 Camden Field Parkway
Riverview, Florida 33578
Attn: District Manager

With a copy to:

Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

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

SECTION 12. ARM'S LENGTH TRANSACTION. This Warranty Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Warranty Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Warranty Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 13. THIRD PARTY BENEFICIARIES. This Warranty 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 Warranty Agreement. Nothing in this Warranty 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 Warranty Agreement or any of the provisions or conditions of this Warranty Agreement; and all of the provisions, representations, covenants, and conditions contained in this Warranty 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.

SECTION 14. ASSIGNMENT. Neither the District nor the Contractor may assign this Warranty Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 15. APPLICABLE LAW AND VENUE. This Warranty Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Warranty Agreement shall be in Hillsborough County, Florida.

SECTION 16. INDEMNIFICATION.

A. Contractor, its employees, agents and subcontractors shall defend, hold harmless and

indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Warranty Agreement or the Services performed hereunder.

- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees, and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 17. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Warranty Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Warranty Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 18. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Warranty Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Justin Croom** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 533-2950,

JCROOM@RIZZETTA.COM, OR AT 9428 CAMDEN FIELD PARKWAY, RIVERVIEW, FLORIDA 33578.

SECTION 19. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Warranty Agreement shall not affect the validity or enforceability of the remaining portions of this Warranty Agreement, or any part of this Warranty Agreement not held to be invalid or unenforceable.

SECTION 20. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Warranty Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Warrant Agreement.

SECTION 21. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the Warranty Agreement between the parties relating to the subject matter of this Warranty Agreement.

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

Attest:

BELMONT COMMUNITY DEVELOPMENT DISTRICT

Secretary

Chairman, Board of Supervisors

Witness:

AMERISCAPE USA, INC.

Signature of Witness

By: _____

Print Name

Print Name: _____

Title: _____

Exhibit A: Improvements