



Rizzetta & Company

# **Belmont Community Development District**

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**Board of Supervisors'  
Regular Meeting  
September 16, 2020**

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

[www.belmontcdd.com](http://www.belmontcdd.com)

# **BELMONT COMMUNITY DEVELOPMENT DISTRICT AGENDA**

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

<b>Board of Supervisors</b>	Kristen Brooks Shannon Carey Carl Brothers Roger Jones Edward Westergaard	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>Regional District Manager</b>	Justin Croom	Rizzetta & Company, Inc.
<b>District Counsel</b>	Lindsay Whelan	Hopping Green & Sams, P.A.
<b>District Engineer</b>	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**

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**Board of Supervisors**  
**Belmont Community**  
**Development District**

September 14, 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, September 16, 2020 at 10:00 a.m.** conducted by means of communications media technology pursuant to Executive Orders 20-52, 20-69, 20-112, 20-123, 20-139, 20-150, 20-179, and 20-193 issued by Governor DeSantis on March 9, 2020, March 20, 2020, April 29, 2020, May 18, 2020, June 23, 2020, July 29, 2020, and August 7, 2020 respectively, and pursuant to Florida Statutes. To access the meeting, please use a telephone to dial 253-215-8782, and enter the ID# 8284309897. If you need assistance participating in the meeting, please contact the District Manager's Office at 813-533-2950. 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 August 19, 2020 .....Tab 1
  - B.** Consideration of Operation and Maintenance Expenditures for July 2020 .....Tab 2
- 4. STAFF REPORTS**
  - A.** Field Services Manager
    1. **Presentation of Field Inspection Report .....Tab 3**
    2. Consideration of Landscape Enhancement Proposals .....Tab 4
    3. **Consideration of Sod Replacement Proposals .....Tab 5**
  - B.** Sitex Aquatics
    1. Presentation Sitex Aquatics Inspection Report .....Tab 6
  - C.** District Counsel
    1. Review of District Counsel Fee Increase Letter .....Tab 7
  - D.** District Engineer
  - E.** District Manager
- 5. BUSINESS ITEMS**
  - A.** Discussion regarding Landscape RFP
  - B.** Consideration of Landscape Maintenance Agreement .....Tab 8
  - C.** Consideration of EGIS Proposals .....Tab 9
  - D.** Consideration of Shell Removal and Sod Installation at Dog Park.....Tab 10
  - E.** Consideration of Dog Park Policies .....Tab 11
  - F.** **Consideration of Additional Security Camera Proposals .....Tab 12**
  - G.** Consideration of Pool Services Proposal .....Tab 13
  - H.** **Consideration of Resolution 2020-15, Classifying Surplus Tangible Personal Property .....Tab 14**
- 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,

*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, August 19, 2020 at 6:00 p.m.** to be conducted by means of communications media technology pursuant to Executive Orders 20-52, 20-69, 20-112, 20-123, 20-139, 20-150, and 20-179 issued by Governor DeSantis on March 9, 2020, March 20, 2020, April 29, 2020, May 18, 2020, June 23, 2020, and July 29, 2020 respectively, and pursuant to Florida Statutes.

Present and constituting a quorum:

Kristen Brooks	<b>Board Supervisor, Chairman</b>
Shannon Carey	<b>Board Supervisor, Vice Chairman</b>
Carl Brothers	<b>Board Supervisor, Assistant Secretary</b>
Roger Jones	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Justin Croom	<b>District Manager, Rizzetta &amp; Company</b>
Lindsay Whelan	<b>District Counsel; Hopping Green &amp; Sams</b>
Greg Woodcock	<b>District Engineer, Cardno</b>
Jerrett Myers	<b>Capital Land Management</b>
James Piney	<b>Capital Land Management</b>
John Cornelius	<b>BrightView Landscape Services</b>
Patrick Bell	<b>Field Services, Rizzetta &amp; Company</b>
Bill Leavans	<b>LMP</b>
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**

There were no audience comments.

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**THIRD ORDER OF BUSINESS**

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

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

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**FOURTH ORDER OF BUSINESS**

**Consideration of Operation and Maintenance Expenditures for June 2020**

Mr. Croom answered general questions from the Board regarding O&M invoices.

On a Motion by Ms. Carey, seconded by Mr. Jones, with all in favor, the Board of Supervisors approved the Operation and Maintenance Expenditures for June 2020 (\$110,941.36) for the Belmont Community Development District.

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**FIFTH ORDER OF BUSINESS**

**Presentation of Resumes for Board Supervisor Vacant Seat #1**

The Board reviewed several resumes as candidates for the Vacant seat on the Board. The Board asked general questions to each candidate about why they are interested in this position, why they would be a good fit, their past experience, and their availability concerning meetings. Mr. Brothers asked counsel if the candidate had to be a homeowner or if they could be renting.

On a Motion by Mr. Brothers, seconded by Ms. Brooks, with all in favor, the Board of Supervisors appointed Edward Westergaard to Seat #1 for the Belmont Community Development District.

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**SIXTH ORDER OF BUSINESS**

**Administer Oath of Office to Newly Elected Supervisor**

Mr. Croom administered the oath of office to Mr. Westergaard and Mr. Westergaard responded in the affirmative. Mr. Croom informed Mr. Westergaard that as a Board Supervisor they are entitled to compensation of \$200.00 per meeting, up to an annual maximum of \$4,800.00. Mr. Westergaard accepted compensation. District Counsel reviewed Sunshine Laws and Public records Laws with Mr. Westergaard.

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**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-11, Designating Officers of the District.**

Mr. Croom presented Resolution 2020-11 to the Board, which will re-designate officers of the District. The Board named Ms. Brooks as Chairman, Ms. Carey as Vice Chairman, and Mr. Jones, Mr. Brooks, and Mr. Westergaard as Assistant Secretaries.

On a Motion by Mr. Brothers, seconded by Ms. Carey, with all in favor, the Board of Supervisors adopted Resolution 2020-11, for the Belmont Community Development District.

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**EIGHTH ORDER OF BUSINESS** **Staff Reports**

**A.** Field Services Manager

1. Presentation of the Field Inspection Report

The Board reviewed the field inspection report. Discussion ensued regarding several landscaping issues throughout the district.

2. Consideration of Landscape Enhancement Proposals

On a Motion by Mr. Brothers, seconded by Ms. Carey, with all in favor, the Board of Supervisors approved the proposals from Brightview for landscape enhancements at the common area at Sea Hero Ivory Dr. Pond F at a total cost of \$11,832.50 for the Belmont Community Development District.

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**B.** Sitex Aquatics

1. Presentation of the Sitex Aquatics Inspection Report

The Board reviewed the Sitex aquatics report. A discussion ensued regarding the treatments needed at pond #1.

**C.** District Counsel

Ms. Brooks asked a question regarding motorized scooters on CDD property and if the district would be held liable. A discussion ensued regarding the new rules for the pool and the dog park.

**D.** District Engineer

No report.

**E.** District Manager

Mr. Croom informed the Board that the next regular meeting will be held on Wednesday, September 16, 2020 at 10:00 a.m. to be conducted by means of communications media technology. Mr. Croom presented a proposal under separate cover for construction management services.

On a Motion by Mr. Perkins, seconded by Mr. Jones, with all in favor, the Board of Supervisors approved the office space proposal for construction management services at a total cost of \$4,250.00 for the Belmont Community Development District.

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124 **NINTH ORDER OF BUSINESS** **Public Hearing on Fiscal Year 2020-2021 Budget**  
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On a Motion by Mr. Brooks, seconded by Mr. Westergaard, with all in favor, the Board opened the Public Hearing on Fiscal Year 2020-2021 Budget for Belmont Community Development District.

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128 Mr. Croom presented the Fiscal Year 2020-2021 budget to the Board. There were  
129 no comments from the Board or audience.  
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On a Motion by Ms. Brooks, seconded by Ms. Carey, with all in favor, the Board closed the Public Hearing on Fiscal Year 2020-2021 Budget for Belmont Community Development District.

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132 **1. Consideration of Resolution 2020-12, Adopting Fiscal Year 2020-2021**  
133 **Budget**

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135 Mr. Croom presented Resolution 2020-12 to the Board, which will adopt the  
136 Budget for Fiscal Year 2020-2021  
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On a Motion by Ms. Brooks, seconded by Ms. Carey, with all in favor, the Board adopted Resolution 2019-04 for Belmont Community Development District.

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139 **2. Consideration of Resolution 2020-13, Imposing Special Assessments**  
140 **and Certifying Assessment Roll**

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142 Mr. Croom presented Resolution 2020-13 to the Board, which will impose  
143 special assessments and certify the tax roll for the 2020-2021 budget.  
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On a Motion by Ms. Brooks, seconded by Mr. Brothers, with all in favor, the Board adopted Resolution 2020-13 for Belmont Community Development District.

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146 **TENTH ORDER OF BUSINESS** **Consideration of Resolution 2020-14,**  
147 **Setting Meeting Schedule for FY 2020-**  
148 **2021**  
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150 Mr. Croom presented Resolution 2020-14, which will set the meeting dates for the 2020-  
151 2021 Fiscal Year on the 3<sup>rd</sup> Wednesday of each month. All meetings will convene at 10:00  
152 a.m. and will be held at the offices of Rizzetta & Company located at 9428 Camden Field  
153 Parkway, Riverview Florida with the exception of January, May, and August when the  
154 meetings will take place at 6:00 p.m. Mr. Croom also informed the Board that because of  
155 the COVID-19 public health emergency these meetings may be held telephonically,  
156 virtually, or at another location in the event the above location is not available.  
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**Proposals**

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The Board reviewed the proposals from Capital Land Management. Discussion ensued regarding other issues they would like Mr. Woodcock to follow up on.

On a Motion by Mr. Carey, seconded by Ms. Brooks, with all in favor, the Board approved Capital Land Management to install pavers at a total cost of \$28,125.00 as well as a the Pulexa fence at a total cost of \$6,440.00 for Belmont Community Development District.

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On a Motion by Mr. Brooks, seconded by Ms. Carey, with all in favor, the Board approved Capital Land Management for south monument drainage at a total cost of \$3,640 for Belmont Community Development District.

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**EIGHTEENTH ORDER OF BUSINESS      Consideration of Pavers and Fence Proposals**

The Board reviewed the pavers and fence proposals. Capital Land management will provide color visuals for the monuments. Mr. Woodcock will have a revised proposal for a large monument at Gate Dancer.

On a Motion by Mr. Brooks, seconded by Ms. Carey, with all in favor, the Board approved the a not-to-exceed amount of \$50,000.00 from Capital Land Management for a small Palm Trace Monument with Mr. Brothers approval for the Belmont Community Development District.

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**NINETEENTH ORDER OF BUSINESS      Supervisor Requests**

Ms. Carey asked if the chair lift is in accordance with ADA.  
Ms. Carey had a question regarding the dog station by the sidewalk to nowhere as well as the little library, which Mr. Brothers will follow up on.  
Mr. Jones had a question regarding the lighting near the mailboxes and the lights across from Sea Hero.  
Mr. Jones commented on the trees at Pond F.

**TWENTIETH ORDER OF BUSINEES      Adjournment**

On a Motion by Ms. Carey, seconded by Mr. Jones, with all in favor, the Board of Supervisors adjourned the meeting at 11:15 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 July 2020 For Board Approval

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

The total items being presented:     **\$92,525.15**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

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

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

**Belmont Community Development District**

Paid Operation & Maintenance Expenditures

July 1, 2020 Through July 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
AMTEC	003756	6277-04-20	Arbitrage Calculation Series 2013A	\$ 450.00
AMTEC	003757	6278-07-20	Arbitrage Calculation Series 2016	\$ 450.00
Ballenger & Company, Inc.	003752	20211	WUP Reporting to SWFWMD 06/20	\$ 295.00
Belmont CDD	CD069	CD069	Debit Card Replenishment	\$ 177.94
BrightView Landscape Services, Inc.	003746	6878378	Irrigation Repairs 06/20	\$ 1,920.00
BrightView Landscape Services, Inc.	003746	6880591	Tree Removal 06/20	\$ 150.00
BrightView Landscape Services, Inc.	003746	6881915	Remove Damaged Annuals 06/20	\$ 1,780.00
BrightView Landscape Services, Inc.	003758	6890069	Fire Ant Treatment 02/20	\$ 6,040.00
BrightView Landscape Services, Inc.	003758	6890078	Fire Ant Treatment 02/20	\$ 2,301.00
BrightView Landscape Services, Inc.	003767	6901854	Landscape Maintenance 07/20	\$ 23,031.58
BrightView Landscape Services, Inc.	003758	6910007	Sod Removal & Install 06/20	\$ 458.48
BrightView Landscape Services, Inc.	003761	6918115	Sod Removal & Install 07/20	\$ 1,914.00
BrightView Landscape Services, Inc.	003761	6918156	Irrigation Repairs 07/20	\$ 683.67
BrightView Landscape Services, Inc.	003767	6922111	Irrigation Repairs 07/20	\$ 1,002.01
Capital Land Management	003753	208509	Landscape Lighting Repair 06/30	\$ 155.00

**Belmont Community Development District**

Paid Operation & Maintenance Expenditures

July 1, 2020 Through July 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Department of Revenue	003759	Sales Tax 04/20-06/20	Sales Tax 04/20-06/20	\$ 8.36
Frontier Florida LLC	003762	813-634-1985-030520-5 07/20	Frontier Internet 813-634-1985-030520-5 06/20	\$ 126.83
Hillsborough County BOCC	003766	5142407863 06/20	5142407863 Summary 06/20	\$ 377.45
Hillsborough County BOCC	003768	7884730674 06/20	7884730674 Summary 06/20	\$ 2,390.72
Hillsborough County BOCC	003768	8481600000 06/20	10050 Paseo Al Mar Blvd 06/20	\$ 218.70
Hopping Green & Sams	003747	115468	General/Monthly Legal Services 05/20	\$ 4,862.50
Hopping Green & Sams	003769	115972	General/Monthly Legal Services 06/20	\$ 5,250.25
Hopping Green & Sams	003769	115973	Boundary Amendment 06/20	\$ 22.50
Nvirotect Pest Control Services, Inc.	003754	207578	Pest Control Services 06/20	\$ 65.00
Republic Services of Florida, LP #696	003770	0696-000888246	10050 Paseo Almar Blvd 08/20	\$ 159.66
Rizzetta & Company, Inc.	003748	INV0000050693	District Management Fees 07/20	\$ 4,247.66
Rizzetta Amenity Services, Inc.	003749	INV0000000007661	Amenity Management Services 06/20	\$ 2,869.01
Rizzetta Amenity Services, Inc.	003760	INV0000000007693	Amenity Management Services 07/20	\$ 3,797.16

**Belmont Community Development District**

Paid Operation & Maintenance Expenditures

July 1, 2020 Through July 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta Amenity Services, Inc.	003771	INV0000000007724	Recruiting & Cell Phone 06/20	\$ 172.50
Rizzetta Amenity Services, Inc.	003771	INV0000000007755	Amenity Management Services 07/20	\$ 3,126.11
Rizzetta Technology Services, LLC	003750	INV0000005943	Email Admin & Maintenance 07/20	\$ 175.00
Sitex Aquatics LLC	003772	3785B	Wetland Monitoring & Aquatic Maintenance 07/20	\$ 2,780.00
Suncoast Pool Service	003774	6354	Pool and Spa Service 07/20	\$ 825.00
Swine Solutions LLC	003751	CDD 11	Monthly Trapping Service - 06/20	\$ 1,350.00
Tampa Poop 911, LLC	003755	3419900	Pet Waste Stations - 8 Station, Twice Weekly 05/20	\$ 273.87
Tampa Poop 911, LLC	003755	3486014	Pet Waste Stations - 8 Station, Twice Weekly 06/20	\$ 273.87
TECO	003764	Summary 06/20	Electric Summary 06/20	\$ 11,571.63
Times Publishing Company	003763	0000093356 07/08/20	Legal Advertising 07/20	\$ 599.00
Times Publishing Company	003773	0000093357 07/15/20	Legal Advertising 07/20	\$ 1,137.75
Times Publishing Company	003763	0000094684 07/08/20	Legal Advertising 07/20	\$ 699.00
US Bank	003765	5783365	Trustee Fees 06/01/20-05/31/21	\$ 4,336.94

**Report Total**

**\$ 92,525.15**

**AGREEMENT FOR LANDSCAPE AND IRRIGATION MAINTENANCE  
SERVICES BETWEEN BELMONT COMMUNITY DEVELOPMENT  
DISTRICT AND LANDSCAPE MAINTENANCE PROFESSIONALS, INC.**

THIS AGREEMENT (the "Agreement") is made and entered into this 1<sup>st</sup> day of October, 2020, by and between:

**Belmont Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Hillsborough County, Florida, whose mailing address is 9428 Camden Field Parkway, Riverview, Florida 33578 (the "District"); and

**Landscape Maintenance Professionals, Inc.**, a Florida corporation, whose mailing address is P.O. Box 267, Seffner, Florida 33583 (the "Contractor").

**RECITALS**

**WHEREAS**, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to, landscaping and irrigation improvements; and

**WHEREAS**, the District desires to retain an independent contractor to provide landscape and irrigation maintenance services within the District; and

**WHEREAS**, Contractor represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

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

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

A. The duties, obligations, and responsibilities of the Contractor are to provide the services, labor and materials necessary for the provision of landscape and irrigation maintenance services as described herein and in **Exhibit A** (the "Services") within the District at the prices set forth in **Exhibit B**, both of which are attached hereto and incorporated herein by this reference. Such lands on

which Services shall be provided are as more particularly described and shown on **Exhibit C**, attached hereto and incorporated herein by reference.

- B.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional services shall be paid only as negotiated between the parties and upon the written authorization of the District.
- C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D.** 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 time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.
- E.** The Contractor shall report directly to the District’s Designee who shall be Joe Roethke, District Manager. 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 **Exhibit A** on the property as provided in **Exhibit C**. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours. This includes, but is not limited to, damage caused by Contractor to irrigation heads and lines, landscape, grasses or any other District or landowner properties or improvements.

### **SECTION 3. COMPENSATION; TERM.**

- A.** As compensation for the completion of the Services, the District agrees to pay the Contractor Two Hundred Sixty-Six Thousand Eight Hundred Sixty-Two Dollars and No Cents (\$266,862.00) per year, which amount includes all tools, labor and materials necessary to complete the Services. The term of this Agreement shall be from October 1, 2020 through October 1, 2025 unless terminated earlier in accordance with the terms of this Agreement or renewed for four optional one (1) year renewals at the option of the parties hereto at the price set forth in **Exhibit C** and at the terms as provided for herein.
- B.** If the District should desire additional work or services not provided in **Exhibit A**, or to add additional lands to be maintained not contained in **Exhibit C**, 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



a work order, addendum, addenda, or change order to this Agreement as set forth in Section 4.

- C. 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.
- D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render an invoice to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. This invoice is due and payable within forty-five (45) days of receipt by the District, or in accordance with Florida's Prompt Payment Act, whichever is sooner. The invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

**SECTION 4. CHANGE ORDERS.** Contractor understands that the Services may be reduced, enlarged or otherwise modified in scope. If any additional Services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event the service represents a unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order in accordance with the unit prices established in the Agreement. In the event the service is not represented by a lump sum or unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor. All change orders shall be in the form attached hereto as **Exhibit D.**

**SECTION 5. WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and Services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to Section 2, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except

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. Contractor further warrants to the District those warranties which 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 Agreement (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. Neither final acceptance of the Services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting there from to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of Services.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

**SECTION 6 INSURANCE.** Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<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

Contractor shall provide the District with a certificate naming the District, its officers, agents and employees as an additional insured (for all coverages except workers' compensation coverage). At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without

at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

**SECTION 7. 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 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 District and at all times entirely under Contractor's supervision, direction and control.

In particular, 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 8. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS.** In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

**SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this 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 Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 10. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this 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 and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 11. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

**SECTION 12. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 13. NOTICES.** All notices, requests, consents and other communications under this 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:** Landscape Maintenance Professionals, Inc.  
P.O. Box 267  
Seffner, Florida 33583  
Attn: Orlando Castillo Jr.

**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  
Post Office Box 6526  
Tallahassee, Florida 32314  
Attn: District Counsel

Except as otherwise provided in this 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 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 14. ARM'S LENGTH TRANSACTION.** This 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 Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this 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 15. 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.

**SECTION 16. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 17. APPLICABLE LAW AND VENUE.** This 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 Agreement shall be in Hillsborough County, Florida.

**SECTION 18. 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 Agreement or the Services performed hereunder up to the amount of One

Million Dollars (\$1,000,000.00). By executing this Agreement, Contractor agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.

- 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, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this 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 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 20. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

**SECTION 21. OWNERSHIP OF DOCUMENTS.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

**SECTION 22. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JUSTIN CROOM, RIZZETTA & COMPANY, INC., 9428 CAMDEN FIELD PARKWAY, RIVERVIEW, FLORIDA 33578, (813) 533-2950, JCROOM@RIZZETTA.COM**

**SECTION 23. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 24. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

[SIGNATURES ON NEXT PAGE]

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

**Attest:**

**BELMONT COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_

Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

**Witness:**

**LANDSCAPE MAINTENANCE  
PROFESSIONALS, INC.**

\_\_\_\_\_

Signature of Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Print

\_\_\_\_\_  
Name:

Print Name

Title:  
\_\_\_\_\_

- Exhibit A:** Scope of Services
- Exhibit B:** Bid Quotation Form
- Exhibit C:** Landscape Maintenance Map
- Exhibit D:** Form of Change Order



## EXHIBIT A

### Scope of Services

#### PART 1

#### GENERAL LANDSCAPE MAINTENANCE

1) **MOWING** – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise large clumps of clippings **MUST** either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. And the mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must be used in a counter clock direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each and every mow event. Contractor is to include in his proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No “extras” will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary upon prior approval.

**1A) POND MOWING** - All ponds identified as such on the overall Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common

areas stated above. Line trimming at control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water's edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

**2) EDGING AND TRIMMING** – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. **Chemical edging shall not be permitted anywhere on property.**

**AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. PARK SITES, CLUBHOUSES, PARKING LOTS AND ALL OTHER HIGH TRAFFIC AMENITIES ON THE PROPERTY SHALL BE CLEANED UP IMMEDIATELY AFTER MOWING AND EDGING TAKES PLACE. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.**

**3) TREE AND SHRUB CARE** – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches

will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent street lights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs depending on location and species of tree but shall vary according to DOT specs.) All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from **all trees** on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Belmont. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, then another solution will need to be proposed and executed. Contractor will also be responsible to keep mulch pulled away from the base of ALL landscape lights at ALL times, not just after a mulching event. This is specific to LED with circuit boards in base.

Palms: All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be

removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

**4) WEEDS AND GRASSES** – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre-& post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED. NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE REPLACEMENT OF ALL TURF DAMAGED BY THE APPLICATION OR OVERSPRAY OF HERBICIDES (SELECTIVE OR NON-SELECTIVE).**

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

**5) MAINTENANCE OF PAVED AREAS** – All paved areas (including, but not limited to, pool deck pavers, other paver surfaces, sidewalk expansion joints, curb and gutters, curb and gutter expansion joints, bike lane edges along roadways) shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curb line expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

**6) CLEAN UP** – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

## PART 2

### FERTILIZATION

Any fertilizer ordinance in place for Hillsborough County specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF HILLSBOROUGH COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line running east-west from coast to coast through between Tampa & Vero Beach.)

#### All Bahia Areas:

March	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests

#### All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests

#### All Bermuda Sod:

Apr	A complete fertilizer based on soil tests + PreM
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
Jul	FE ferrous sulfate (2oz/3-5 gal water/1000 sq. ft.)
Sept	A complete fertilizer based on soil tests

**ALL Zoysia Sod:**

April	A complete fertilizer based on soil tests + PreM
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
Sept	A complete fertilizer based on soil tests

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should change be of merit, the Contractor shall notify the District in writing prior to the implementation of such change. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be immediately removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER.** Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

**SHRUB, TREE & GROUNDCOVER FERTILIZATION:**

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft. /year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING OF PRODUCT.**

**PALM FERTILIZATION:**

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September & November). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

**Fertilizer shall not be billed equally on a monthly basis but invoiced the month after application.**

**CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.**



## PART 3

### PEST CONTROL

**Insects and Disease in Turf** Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

**Insects and Disease Control for Trees, Palms and Plants** The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the District's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.**

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

**Fire Ant Control** Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. Contractor shall be responsible to knock down and spread out soil once mounds are dead.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas at the Community Center grounds. UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER. This is not to include lake banks behind the residential properties or between ponds and conservation areas.

**Pest Control will not be included as a standard line item in each monthly billing but shall be invoiced as a separate line item the month after service is rendered.**

**Pest Control shall be included in the Contract Amount.**

## PART 4

### IRRIGATION SYSTEM MONITORING AND MAINTENANCE

**Irrigation System.** Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all of the existing irrigation systems to date.

These inspections shall include:

#### A. Irrigation Controllers

1. Semi-automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions & time DST
4. Lubricate and adjust mechanical components
5. Test back up programming support devices
6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.

#### B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities **weekly**; inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

#### C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety.
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

#### D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

**Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly (the "Irrigation Audit"). A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion.**

**Assuming the Board of Supervisors approves the repairs listed in the 30-day audit and after such repairs have been made, after the thirty (30) day period has expired and for the duration of the contract, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings.** Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Hillsborough County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

**Freeze Protection.** The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

## PART 5

### **INSTALLATION OF MULCH**

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, tree rings) with Grade "A" Medium Pine Bark Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bed lines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required total depth of 3", sufficient mulch shall be supplied by Contractor at no additional cost to District.

**This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.**

**The District reserves the right to subcontract out any and all mulching events.**

## PART 6

### ANNUAL INSTALLATION

**Planting of Annuals.** After prior approval by the Board of Supervisors, Contractor shall replace annuals in 4" pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the District or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered on a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Jan., April, July, and Oct.)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and **monthly slow-release** nutritional requirements **at no additional cost to District.** Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the spring rotation (March) **at no additional cost to District,** a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each change out throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of Pine Fines 1" thick. **All this shall be provided at no additional cost to the District.**

**This item will not be included in the contract amount. Contractor shall provide a price per 4" plant as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.**

**The District reserves the right to subcontract out any and all annual installation events.**

[END OF SECTION]

**EXHIBIT B**

**Bid Quote Form**



## RESOLUTION 2020-15

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BELMONT COMMUNITY DEVELOPMENT DISTRICT CLASSIFYING SURPLUS TANGIBLE PERSONAL PROPERTY; AUTHORIZING DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

**WHEREAS**, as such, the District is a governmental unit within the meaning of Chapter 274, *Florida Statutes* (“Governmental Unit”); and

**WHEREAS**, the District has purchased and owns certain furniture, equipment, and/or other personal property as listed in more detail in the attached **Exhibit A** (“Surplus Property”); and

**WHEREAS**, the District desires to classify the Property as surplus tangible personal property, and to determine that the Property is obsolete and that continued use of the Property is uneconomical, inefficient to maintain, and/or serves no useful function; and

**WHEREAS**, the District has considered the best interests of the District, the value and condition of the Property, and the probability of the Property being desired by prospective donees or purchasers; and

**WHEREAS**, the District desires to dispose of the Property for value to any person, or for value without bids to the state, to any Governmental Unit, or to any political subdivision as defined in Section 1.01, *Florida Statutes*, or for value to another Governmental Unit within the District or to a private nonprofit agency as defined in Section 273.01(3); or, if such sale cannot reasonably be accomplished, by donating it either to another Governmental Unit within the District or to a private nonprofit agency as defined in Section 273.01(3), *Florida Statutes*; or, if neither sale nor donation can reasonably be accomplished, the District hereby determines that the Property is without commercial value and desires to destroy or abandon it, all in accordance with the provisions of Chapter 274, *Florida Statutes*; and

**WHEREAS**, the District believes that disposing of the Property in this fashion is the most efficient and cost-effective means of disposing of the Property; and

**WHEREAS**, the District has estimated the value of the respective pieces of Property to be less than Five Thousand Dollars (\$5,000); and

**WHEREAS**, the District believes that it is in its best interests to dispose of the Property in this fashion.

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

**SECTION 1. INCORPORATION OF RECITALS.** All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

**SECTION 2. CLASSIFICATION OF SURPLUS TANGIBLE PERSONAL PROPERTY.** The District hereby classifies the Property as surplus tangible personal property, and hereby determines that the continued use of the Property is uneconomical, inefficient to maintain, and/or serves no useful function.

**SECTION 3. DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY.** The District hereby directs and authorizes staff to dispose of the Property for value to any person, or for value without bids to the state, to any Governmental Unit, or to any political subdivision as defined in Section 1.01, *Florida Statutes*, or for value to another Governmental Unit within the District or to a private nonprofit agency as defined in Section 273.01(3); or, if such sale cannot reasonably be accomplished, by donating it either to another Governmental Unit within the District or to a private nonprofit agency as defined in Section 273.01(3), *Florida Statutes*; or, if neither sale nor donation can reasonably be accomplished, by destroying or abandoning it, all in accordance with the provisions of Chapter 274, *Florida Statutes*. Staff may dispose of the respective pieces of Property to different persons, at different times. Although referenced jointly, it is the intent of the District to dispose of the Property separately to the extent it is in the best interest of the District.

**SECTION 4. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon the passage and adoption of this Resolution by the Board of Supervisors of the District.

**PASSED AND ADOPTED** this 16th day of September 2020.

ATTEST:

**BOARD OF SUPERVISORS OF THE  
BELMONT COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

**Exhibit A:** List of the Property

**Exhibit A**

**List of the Property**

Strapped Chaise Lounge Chairs for Pool Area