



Rizzetta & Company

Hawkstone Community Development District

Board of Supervisors' Regular Meeting October 18, 2023

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

HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT

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

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

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

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

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

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

HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT

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

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

WWW.HAWKSTONECDD.ORG

Board of Supervisors
Hawkstone Community
Development District

October 17, 2023

REVISED FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Hawkstone Community Development District will be held on **Wednesday, October 18, 2023, at 3:00 p.m.**, at the office of Rizzetta & Company Inc., located at 2700 S. Falkenburg Road, Suite 2745, Riverview, FL 33578. The following is the agenda for this meeting:

1. **CALL TO ORDER**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **STAFF REPORTS**
 - A. Landscape Inspection Services
 1. Presentation of Landscape Inspection Report.....Tab 1
 - B. District Counsel
 - C. District Engineer
 - D. District Manager
4. **BUSINESS ITEMS**
 - A. Consideration of Installation of Annual Flowers.....Tab 2
 - B. Ratification of Holiday Lighting Proposal.....Tab 3
 - C. Ratification of Pipe Leak Service Call Proposal.....Tab 4
 - D. Ratification of Pipe Leak Repair Proposal.....Tab 5
 - E. Consideration of Pickleball Court Rules.....Tab 6
 - F. Consideration of Sunrise Landscape Agreement.....Tab 7
 - G. Consideration of Third Addendum for Professional District Services.....Tab 8
5. **BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of Board of Supervisors Regular Meeting held on August 16, 2023.....Tab 9
 - B. Consideration of Operations and Maintenance Expenditures for September 2023.....Tab 10
6. **SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

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

Sincerely,

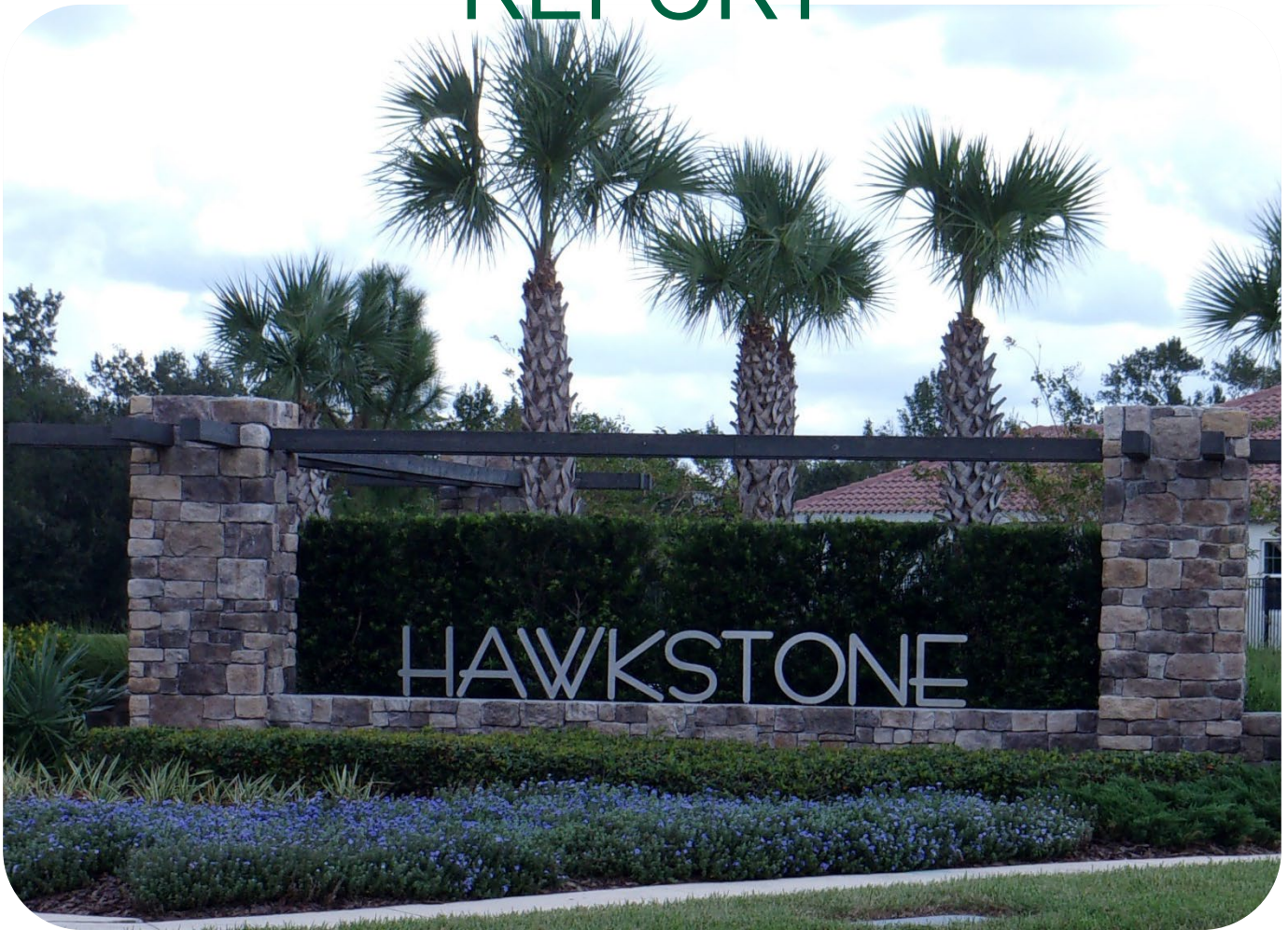
Matthew Huber

Matthew Huber
District Manager

Tab 1

Hawkstone

LANDSCAPE INSPECTION REPORT



September 30th, 2023
Rizzetta & Company
John Fowler – Landscape Specialist



Rizzetta & Company
Professionals in Community Management

Summary, Amenity Center

General Updates, Recent & Upcoming Maintenance Events

❑ Fertilizer ban has been lifted and 1st round of fertilizer should be applied in October.

❑ Now inspecting newly planted turf and shrubs on Hawkstone Trail Blvd. from Woodland Spur to Summer Branch Dr.

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

1. Treat weeds in the playground mulch by the amenity center.
2. Diagnose and treat a couple ornamental grasses that appear to have spider mites along the aluminum fence by the new pool on the playground side. (Pic. 2)



6. Noting the small dog park was really wet and the mowing service left some ruts. Please smooth out. (Pic. 6)



3. Noting there is a lot of trash and debris within the plantings in front of the new pool outside the aluminum fence. Please pick up each service.
4. Noting there is a small area of river rock needed by the bike rack at the amenity center.
5. Treat ant mounds found within the small dog park.
7. Need to remove straps no longer in the ground at the small and big dog parks. There are several in need.
8. Need to weedeat under the obstacles within both dog parks.
9. Diagnose and treat declining turf on Hawkstone Trail Blvd. at the exit side of the first entrance into the amenity center closest to the old pool.
10. Diagnose and treat declining turf on Hawkstone Trail Blvd. at the entrance side into the main entrance to the parking lot of the amenity center.



Hawkstone Trail Blvd.

11. Noting there are declining Podocarpus in front of the aluminum fence at the large dog park. This appears to be a drainage area and need to look at rocking this area or putting in plants that thrive in wet conditions. (Pic. 11)



12. Treat broadleaf weeds in turf in front of the valve boxes at the main entrance into the amenity center parking lot.
13. Treat ant mounds found along the sidewalk in front of the amenity center along Hawkstone Trail Blvd.
14. Diagnose and treat declining turf next to the mailbox kiosk at the amenity center.
15. Diagnose and treat declining turf on berm on East ROW of Hawkstone Trail Blvd. between amenity center and Bramby Ridge Ave.
16. Diagnose and treat the Sable Palm behind the monument at the Boyette and Hawkstone Trail Blvd. intersection on exit side of community.
17. Diagnose and treat declining Loropetalum on the entrance side of Hawkstone Trail Blvd. and Boyette intersection.
18. Fix ruts made by a vehicle on the East ROW of Hawkstone Trail Blvd. between Red Castle and Boyette between the road and the sidewalk.

19. Remove Oak suckers on Hawkstone Trail Blvd. at Shetland Walk Dr. intersection.
20. Schedule a pruning event for the Holly trees on Hawkstone Trail Blvd. between Shetland Walk Dr. and Horseshoe Bend Dr.
21. Several dead Juniper at the monument between Woodland Spur and Horse Trot Rd. on Hawkstone Trail Blvd. (Pic. 21)



22. Treat broadleaf turf weeds between the sidewalk and road on Hawkstone Blvd. between Horse Trot Rd. and Paddock Pond Ave.
23. Several dead Juniper on the entrance and exit side of Paddock Pond Ave.
24. Weeds in the bed within the Plumbago and ornamental grasses at Paddock Pond Ave. roundabout.
25. Missed weedeating around a couple Wax Myrtle trees at the lift station on Hawkstone Trail Blvd. Please ensure this is completed each service.
26. Diagnose and treat declining turf across the street from the lift station on Hawkstone Trail Blvd.
27. Treat weeds in bed at the lift station on Hawkstone Trail Blvd.



Balm Boyette, Okerlund

28. I am suggesting a mulch bed be created to protect the pump and electric box post at the lift station that is currently grass. (Pic. 28)



29. Need to ensure weedeating is completed under the signs and wooden fences on Balm Boyette Rd. each service. It appears it was missed last time.

30. There are a couple Sycamore trees that have dangling straps that need removal on Balm Boyette Rd. close to Woodland Spur entrance.

31. Noting there is a bare tree ring where a tree was removed on Balm Boyette Rd. Suggesting replacement or sod over the tree ring.

32. Diagnose and treat declining turf on Balm Boyette ROW under the flag between Woodland Spur and Okerlund.

33. Noting Sunrise is not mowing a wet area by the gazebo area heading to Okerlund. Please maintain once the area is dry.

34. Appears to be a dead palm at the intersection of Balm Boyette and Swiss Bridge on the exit side. Please investigate and report findings.

35. Prune dead fronds off the Pygmy Date Palms on the median before entering Okerlund gate.

36. Treat broadleaf turf weeds at the mailbox kiosk on Swiss Bridge.

37. Treat ants at the base of the Podocarpus at the lift station on Swiss Bridge.

38. Diagnose and treat the stress St. Augustine at the Paddock Woods roundabout. Some of this may need to be replaced. This has become progressively worse since last inspection. There are now two areas. Also, a homeowner is using this roundabout for Halloween décor. (Pic. #38)



Tab 2

**Customer:**

Hawkstone CDD
12620 Boyette
Riverview, FL 33579
Office # 813-533-2952
Cell #
Email: MHuber@rizzetta.com

Account Owner:

Tom Bryant
tbryant@sunriselandscape.com
Date: 9/14/2023

Annuals Replacement September 2023





Purpose: Provide pricing to install new annual color.

Process: Sunrise to supply and install +/- 250 (4.5") annual plants in the pictured beds. Plant material to be made up of 125 white Vinca 4.5" and 125 red Vinca 4.5". Plants to be installed in a mixed color pattern. Price includes fertilization of the newly installed plants and mulching the areas.

Result: New annuals installed as needed.

PROJECT TOTAL: \$1,011.25

Terms & Conditions

By



Tom Bryant

Date

9/14/2023

Sunrise Landscape

By

Date

Hawkstone CDD

Tab 3

ILLUMINATIONS HOLIDAY LIGHTING

Proposal

8606 Herons Cove Pl
Tampa, FL 33647
Tim Gay

(813) 334-4827

TO:

Hawkstone CDD
3434 Colwell Ave; Suite 200
Tampa, FL 33614
Attn: Matt Huber

(813) 533-2950

JOB DESCRIPTION
Christmas Lighting Proposal for Hawkstone CDD

ITEMIZED ESTIMATE: TIME AND MATERIALS	AMOUNT
Front Entrance	
Entrance and Exit Sign - Balm Boyette Rd and Hawkstone Trail Blvd	
Install WW C9s outlining entire upper rail of front entrance sign	\$4,125.00
Install 4 wreaths with lights and bow on 3 columns of front entrance sign	
Note: center column with have 2 wreaths as it's multi-directional (8 Wreaths Total)	
Install WW LED minis on 11 palm trees behind front entrance sign (5 entr / 6 exit)	\$2,975.00
Entrance Sign and Exit Sign - Balm Boyette Rd and Woodland Spur Dr	
Install 4 unlit wreaths with bow on 3 columns of front entrance sign	\$1,750.00
Note: both entrance and exit side - total of 8 wreaths	
Entrance Sign / Monument - Hinton Area - Hawkstone Trail Blvd / Horse Trot Rd	
Install WW C9s outlining entire upper rail of entrance sign	\$3,000.00
Install 4 wreaths with lights and bow on 3 columns of front entrance sign	
Install WW LED minis on 3 palm trees behind sign	
Requires 50% Deposit	
TOTAL ESTIMATED JOB COST	\$11,850.00

- * Price includes rental of materials, lift, labor, installation, service and removal.
- * Illuminations Holiday Lighting takes the utmost care and precaution to protect your premises and property.
- * Customer hereby authorizes Illuminations Holiday Lighting, to install and / or remove all materials on said property as provided herein.
- * Assumes adequate power available. If additional power needed community responsible for providing.
- * Remaining balance of project due upon receipt of invoice after installation.
- * Removal process begins after New Years Day. It can take up to a week or more for completion. Power can be turned off in the interim.

Tim Gay

PREPARED BY

8/19/2023

DATE _____

09/22/2023

DATE _____

AUTHORIZED SIGNATURE FOR HAWKSTONE CDD

CONFIDENTIAL - This message is sent on behalf of Illuminations Holiday Lighting and is intended for authorized personnel and Board Members of Hawkstone CDD only. As the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

Tab 4

Quote

BILL TO

Hawkstone Community Development

2580 Hawkstone trail blvd
Lithia, FL 33547

JOB SITE

Hawkstone Community Development

2580 Hawkstone trail blvd
Lithia, FL 33547

QUOTE AMOUNT

\$195.00

DESCRIPTION OF WORK

QUANTITY

PRICE

TOTAL

Repair Service Call - Diagnostic - Commercial

1

\$195.00

\$195.00

NO WARRANTY or GUARANTEE for this type of service.

- Price is \$195 per hour
- Cost of materials to be added separately

DISCLAIMER: There is no guarantee that upon completion of these services that the Pool/spa will not be leaking. If the pool/spa continues to leak after the service is completed, a leak detection will need to be performed.

Subtotal: **\$195.00**

Tax: **\$0.00**

Payments: **\$0.00**

Quote Amount: **\$195.00**

Warranties & Disclaimers



District Manager
09/20/23

Payment is expected at time of service. License #CPC1457457

Note:

Customer is responsible for refilling water and balancing chemicals. Please monitor water levels for 48 hours. Contact RRLD with any questions or concerns.

Tab 5

Quote

BILL TO

Hawkstone Community Development2580 Hawkstone trail blvd
Lithia, FL 33547

JOB SITE

Hawkstone Community Development2580 Hawkstone trail blvd
Lithia, FL 33547

QUOTE AMOUNT

\$1,095.00

DESCRIPTION OF WORK	QUANTITY	PRICE	TOTAL
Yard - Obstructed - Up to 4" line	1	\$1,095.00	\$1,095.00

Repair Broken Line in the Yard****All trees and bushes above break must be removed by customer prior to repair****

- Dig and cut roots until broken line is exposed
- Repair broken line
- Retest repaired line
- Back fill hole
- 1 year warranty included

Disclaimer: Due to the nature of pressure testing, only one break can be identified in a pipe at a time. If another break is discovered after re-testing the repaired line, an additional quote will be provided.

Disclaimer - Approved Repair Quote Without a Leak Detection	1	\$0.00	\$0.00
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DISCLAIMER - APPROVED REPAIR QUOTE WITHOUT A LEAK DETECTION

Since a leak detection was not performed by Red Rhino within the last 60 days, we cannot guarantee that the pool and/or spa will not leak after repairs are completed. Please monitor water levels following the completion of the approved repairs and notify Red Rhino if water loss is evident. In the case of waterloss over 1/4" inch per day, a new leak detection will be required at an additional cost to find any and all leaks. Additional repair quotes will then be provided if necessary.

Subtotal:	\$1,095.00
Tax:	\$0.00
Payments:	\$0.00

Quote Amount: \$1,095.00**Matthew Huber, District Manager**

Tab 6

Pickleball Rules Summary

Basic Rules

- Pickleball is played either as doubles (two players per team) or singles; doubles are most common
- The same size playing area and rules are used for both singles and doubles

The Serve

- The server's arm must be moving in an upward arc when the ball is struck.
- Paddle contact with the ball must not be made above the waist level.
- The head of the paddle must not be above the highest part of the wrist at contact.
- A 'drop serve' is also permitted in which case none of the elements above apply.
- At the time the ball is struck, the server's feet may not touch the court or outside the imaginary extension of the sideline or centerline and at least one foot must be behind the baseline on the playing surface or the ground behind the baseline.
- The serve is made diagonally crosscourt and must land within the confines of the opposite diagonal court.
- Only one serve attempt is allowed per server.

Serving Sequence

- Both players on the serving doubles team have the opportunity to serve and score points until they commit a fault *(except for the first service sequence of each new game).
- The first serve of each side-out is made from the right/even court.
- If a point is scored, the server switches sides and the server initiates the next serve from the left/odd court.
- As subsequent points are scored, the server continues switching back and forth until a fault is committed, and the first server loses the serve.
- When the first server loses the serve the partner then serves from their correct side of the court (except for the first service sequence of the game*).
- The second server continues serving until his team commits a fault and loses the serve to the opposing team.
- Once the service goes to the opposition (at side out), the first serve is from the right/even court and both players on that team have the opportunity to serve and score points until their team commits two faults.
- In singles the server serves from the right/even court when his or her score is even and from the left/odd when the score is odd.

*At the beginning of each new game only one partner on the serving team has the opportunity to serve before faulting, after which the service passes to the receiving team.

Scoring

- Points are scored only by the serving team.
- Games are normally played to 11 points, win by 2.
- Tournament games may be to 15 or 21, win by 2.
- When the serving team's score is even (0, 2, 4, 6, 8, 10) the player who was the first server in the game for that team will be in the right/even court when serving or receiving; when odd (1, 3, 5, 7, 9) that player will be in the left/odd court when serving or receiving.

Two-Bounce Rule

- When the ball is served, the receiving team must let it bounce before returning, and then the serving team must let it bounce before returning, thus two bounces.
- After the ball has bounced once in each team's court, both teams may either volley the ball (hit the ball before it bounces) or play it off a bounce (ground stroke).
- The two-bounce rule eliminates the serve and volley advantage and extends rallies.

Line Calls

- A ball contacting any part of any line, except the non-volley zone line on a serve, is considered "in."
- A serve contacting the non-volley zone line is short and a fault.

Non-Volley Zone

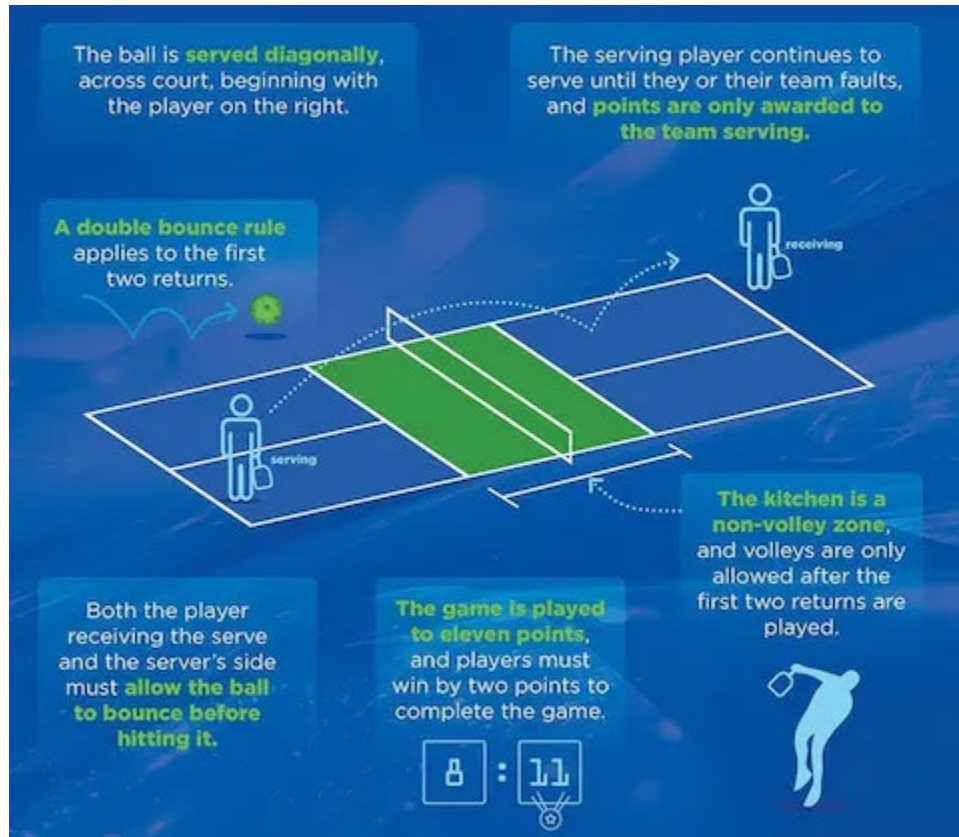
- The non-volley zone is the court area within 7 feet on both sides of the net.
- Volleying is prohibited within the non-volley zone. This rule prevents players from executing smashes from a position within the zone.
- It is a fault if, when volleying a ball, the player steps on the non-volley zone, including the line and/or when the player's momentum causes them or anything they are wearing or carrying to touch the non-volley zone including the associated lines.
- It is a fault if, after volleying, a player is carried by momentum into or touches the non-volley zone, even if the volleyed ball is declared dead before this happens.
- A player may legally be in the non-volley zone any time other than when volleying a ball.
- The non-volley zone is commonly referred to as "the kitchen."

Faults

- A fault is any action that stops play because of a rule violation.
- A fault by the receiving team results in a point for the serving team.
- A fault by the serving team results in the server's loss of serve or side out.

Determining Serving Team

- Any fair method can be used to determine which player or team has first choice of side, service, or receive. (Example: coin flip)



Small Sign that hangs on fence:



RULES SUMMARY

The following is an abbreviated form of the USA Pickleball rules intended to give a quick overview of how the game is played. If there is a conflict between this summary and the official rules, the official rules prevail.

For a copy of the complete rulebook, videos for how to improve your game, where to play, or how to become a member of USA Pickleball, please visit:

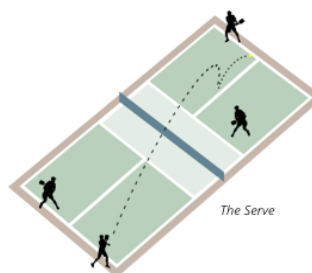
usapickleball.org

Basic Rules

- Pickleball is played either as doubles (two players per team) or singles; doubles is most common
- The same size playing area and rules are used for both singles and doubles

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- Paddle contact with the ball must not be made above the waist level.
- The head of the paddle must not be above the highest part of the wrist at contact.
- A 'drop serve' is also permitted in which case none of the elements above apply.
- At the time the ball is struck, the server's feet may not touch the court or outside the imaginary extension of the sideline or centerline and at least one foot must be behind the baseline on the playing surface or the ground behind the baseline.
- The serve is made diagonally crosscourt and must land within the confines of the opposite diagonal court.
- Only one serve attempt is allowed per server.



USA PICKLEBALL | Rules Summary

Large Post Sign with rules
below once approved by CDD
Board (just like the one at the
Pool and Playground):

Pickleball and Bocce Ball Court Rules

Hours are Dusk to Dawn

- **Courts used for Pickleball/Bocce Ball play only, no other activities allowed.**
- **Rubber soled shoes only.**
- **First come, first serve.**
- **Limit one game to 11 points, win by 2 (when people are waiting)**
- **Must have District approval for lessons, leagues and tournaments.**
- **Users should demonstrate good sportsmanship and respect others at all times.**
- **Do not place chairs on court surface.**
- **No pets on the court**
- **No food allowed on the court**
- **Smoking, Vaping or E-cigarettes are prohibited on the court**
- **Children under the age of 16 must be accompanied by an adult.**
- **Please dispose of all trash in receptacles.**

Small Sign that hangs on fence:

Paddle Rack System

- Next up is determined by the Paddle Rack System
- If you wish to play, please place your paddle in the next available slot.
- Once current game is completed, all the current players must leave the court and waiting player(s) who have their paddle(s) in rack will take their place.
- Once you remove your paddle to enter the game, please move the “Next” indicator to the next waiting paddle or position #1 if there are no waiting paddles

Thank you for your cooperation

Small Sign that hangs on fence:



Additional items to
purchase:



2 signs like above with Pickleball and Bocce Ball Rules



Same Playground Rules sign



Sign Stand with Trash receptible



Paddle Ball Holder (2)



Bocce Ball Score Board



Fans (4)



Automated External Defibrillator (AED), First Aid Kit (on back side) and Fire Extinguisher



Ball Cage (2)

Tab 7

Landscape Maintenance Services Agreement

This Landscape Maintenance Services Agreement (this “**Agreement**”) is entered into as of July 15, 2023 between the **Hawkstone Community Development District**, a local unit of special-purpose government organized and established under Chapter 190, Florida Statutes (the “**District**”) and **SR Landscaping, LLC**, a Delaware limited liability company registered to do business in Florida (the “**Contractor**”).

Background Information:

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

Operative Provisions:

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

4. Additional Work. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, amendment, or work order authorization. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

5. Emergency Services. In the event of an emergency or disaster, Contractor shall provide the District the following services:

- a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
- b. Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- d. Disaster recovery assistance services shall not exceed a total of 70 hours worked for each emergency/disaster.
- e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
- f. District reserves the right to immediately terminate all disaster recovery assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

6. Manner of Performance.

- a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
- b. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
- c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and the procedures expected.
- e. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.
- f. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within 24 hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
- g. Contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment. Any motorized equipment used on the roadways of the community must be legally equipped.
- h. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.

- i. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or Work that may result in the damage and/or loss of plant material, vegetation, sod, or other landscaping. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs or replacements.
- j. In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District’s representative.
- k. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District’s rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

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

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

9. **Termination.**

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

10. **District Representatives and Inspections.**

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

that time, the District will compile a list of landscape related items that should be performed before the next walk through.

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

11. Compensation

- a. As compensation for the Work (as outlined in Parts 1 through 5 of **Exhibit "A"- Scope of Services and Exhibit "C"- Landscape Maintenance Proposal**) performed each month the District agrees to pay Contractor the following amounts:
 - i. For the "Base Landscape Maintenance" and "Irrigation Management" parts of the Work, which includes but is not limited to, forty-two (42) Full-Service Visits a year, twelve (12) irrigation inspections annually (to be performed as one (1) inspection per month), pursuant to the guidelines in **Exhibit "A"- Scope of Services**, shall be paid at a rate of: **\$13,264.00 per month**
 - ii. For the "Horticulture Program & Pest Management" part of the work, which includes but is not limited to, the application of insecticide, four (4) turf fertilizations, two (2) tree & shrub fertilizations and the installation of additional mulch, pursuant to the guidelines in **Exhibit "A"- Scope of Services**, shall be paid at an annual rate not to exceed: **\$14,616.00 per year**
- b. Contractor shall invoice the District monthly for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District and at a minimum shall include:
 - i. the District's name
 - ii. the Contractor's name
 - iii. the invoice date
 - iv. an invoice number
 - v. a reference to a proposal number if applicable
 - vi. the location
 - vii. descriptive enough to allow reader to understand services performed
 - viii. an itemized listing of all costs billed on the invoice with a description of each service
 - ix. the time frame within which the services were provided
 - x. the address or bank information to which payment is to be remitted.
 - xi. the Contractor will issue a credit on invoices for service dates that are missed and that were not made up.
- c. In the event services are not needed (dry times and mowing not needed on the frequency designated in the Scope of Services), inclement weather, or other conditions outside the control of the Contractor that cause certain services to not be necessary or to be missed the Contractor shall inform the District on a weekly basis and provide a written plan of performing other services on the property, making up the missed services on a later date, or issuing a credit on invoices.

- d. The District shall provide payment within 45 days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
- e. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within 10 days of the District's receipt of such invoice.
- f. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.
- g. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

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

- a. *Responsibility for and Supervision of the Work:* Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. *Discipline, Employment, Uniforms:* Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- c. *Furnishing of Labor, Materials/Liens and Claims:* Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives any right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within 3 business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.
- d. *Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper

- completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- e. *Responsibility for Negligence of Employees and Subcontractors:* Contractor shall be fully responsible for all acts or omissions of its employees, its subcontractors and their employees, and other persons doing work under any request of Contractor.
 - f. *Safety Precautions and Programs:* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
 - g. *Monthly Maintenance Reports.* The Contractor has a duty to provide the District a monthly maintenance report, that highlights any significant work done in the previous month, and issues they encountered (including all prior work and history if a problem keeps occurring at the same location), and an update on any work on outstanding issues.

13. Indemnification.

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

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

15. Insurance.

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida. No changes are to be made to these specifications without prior written specific approval by the District.
 - i. Workers' Compensation: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. Commercial General Liability: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
 - iii. Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.
 - iv. Umbrella Liability: With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.
- b. Each insurance policy required by this Agreement shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
- g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District

as soon as practicable after notice to the insured.

- h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- i. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.

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

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

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

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

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

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

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

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

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

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

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

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

24. Governing Law and Venue. This Agreement shall be governed under the laws of the State of Florida with venue in Hillsborough County, Florida.

25. Enforcement of Agreement. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all

costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.

26. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
27. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.
28. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
29. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
30. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
31. **Notices.** Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other party shall be made.

To the District:

c/o Rizzetta & Company, Inc.
3434 Colwell Ave
Suite 200
Tampa, FL 33614

To Contractor:

5521 Baptist Church Rd
Tampa, FL 33610
Attn: Jay Grimaldi
JGrimaldi@sunriselandscape.com

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

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

SR Landscaping, LLC

**Hawkstone
Community Development District**

Jay Grimaldi
General Manager- Maintenance

Chair of the Board of Supervisors

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. 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. 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. 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. The contractor shall be responsible for training all its personnel in the technical aspects of Hinton Phase of CDD’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 Hinton Phase of 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. 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. 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. 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 shall be removed from all trees up to a 15' height on an as-needed basis. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning and seed pod removal is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed.

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 Hinton Phase. 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.

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. The 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.**

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

- 5) **MAINTENANCE OF PAVED AREAS** – All paved areas 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 curblin 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. 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.**
- 7) **REPLACEMENT OF PLANT MATERIAL** – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

PART 2

FERTILIZATION

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 APPLICABLE MUNICIPALITY, 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. iv) DURING SWFMD/STATE MANDATED NITROGEN/PHOSPHORUS BLACKOUT FROM JUNE 1 TO SEPTEMBER 30.

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 Southwest Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension.

All Bahia 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)
October	A complete fertilizer based on soil tests + PreM
December	A complete fertilizer based on soil tests + PreM

All St. Augustine Sod:

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

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, May, 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, May, October & December). 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, chinchbugs, grubs, nematodes, fireants, 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 CDD’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Bronzing (fka TPPD or 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 CDD 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.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas designated in map. **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: The Contractor shall inspect and test ALL irrigation system components one (1) time per month. Inspections shall include all the existing irrigation systems for the Hinton Phase of the District.

A. Irrigation Controllers

1. Semi-automatic start of the automatic irrigation controller
2. Function, Start and Run Times to ensure effective precipitation rates are being applied with changes in seasonal rainfall as well as meeting local municipal watering regulations.
3. Program necessary timing changes based on site conditions, seasonal changes and local water restriction ordinances.
4. Lubricate and adjust mechanical components.
5. Test back up programming support devices
6. Regular replacement of batteries when necessary. Depending on type of battery-operated controller being used, it is recommended two 9-volt batteries be used to extend battery life from approximately one (1) year to two (2) years. Some battery-operated controllers will require new batteries every other month.
7. Inspect and replace as necessary each rain shutoff device.
8. Provide semi-annual report of properly functioning grounding equipment to prevent system damage due to lightning strikes or power surges.

B. Irrigation Systems

1. Manual test and inspection of each irrigation zone, including all drip zones.
2. Clean and raise heads as necessary.
3. Adjust arc pattern and distance for required coverage areas.
4. Clean out irrigation valve boxes.
5. Clean out any filters.

C. 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 unit pricing for routine & non-routine maintenance as a separate price from this bid. (i.e. valves of varying sizes, solenoids, etc.)

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. All below ground repairs including valves, pumps and wiring require an estimate. 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. 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 Applicable Municipality 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

The contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, tree rings) with Pine Nuggets in October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction. Previous season's mulch should be removed/cleaned up prior to fresh mulch application. Care should be taken to keep mulch out of foliage of all shrubs and away from shrub bases. Basal flares of Trees and Shrub bases shall be kept clear of all mulch applications.

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 bedlines 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.

Exhibit "B"

Landscape Maintenance Map

Hinton 1A1 & 1A2 (Hawkstone CDD) - Map

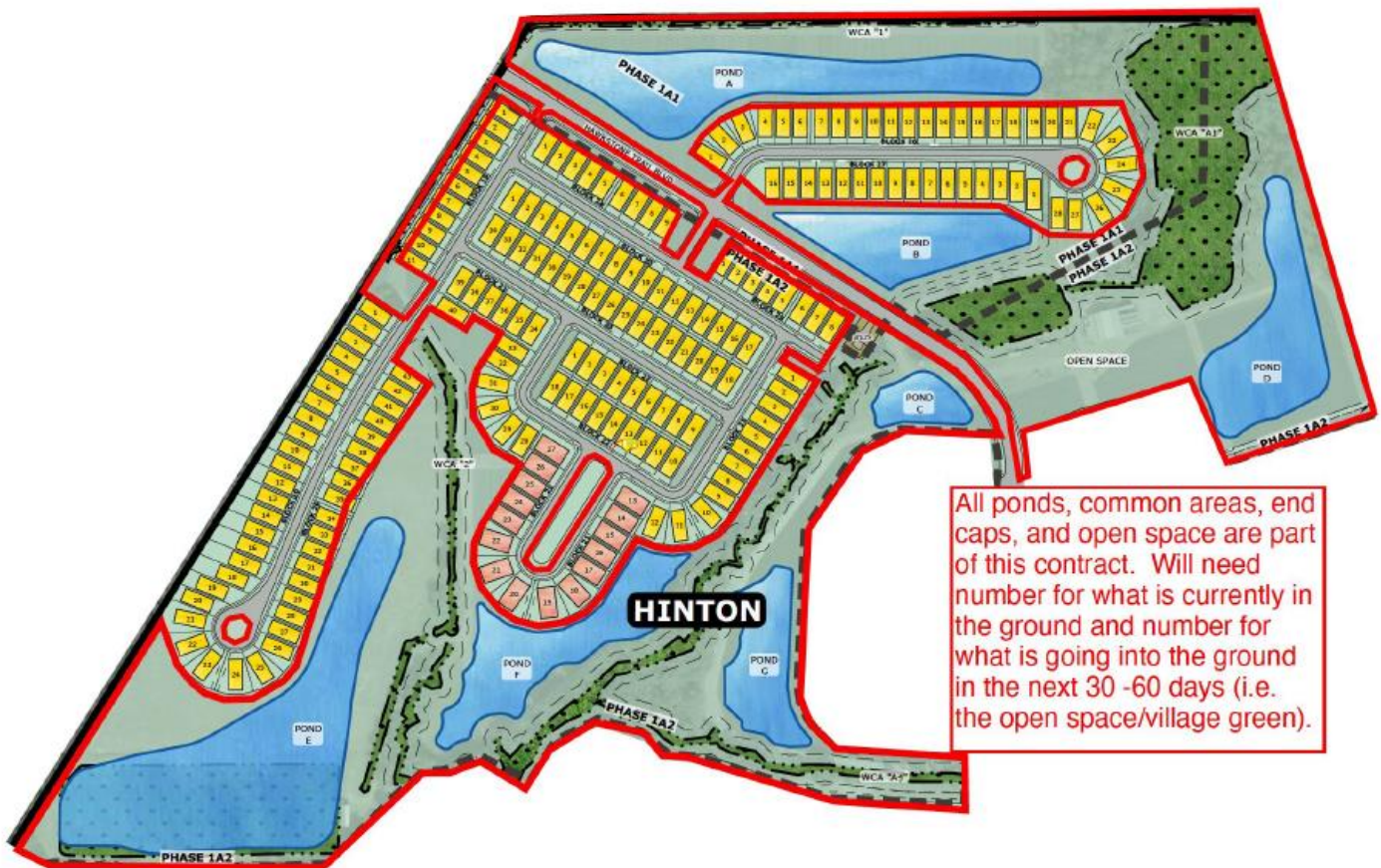


Exhibit “C”

Landscape Maintenance Proposal

Hinton 1A1 & 1A2 (Hawkstone CDD)

Base Landscape Maintenance (**42 Full-Service Visits**):

Based on specifications provided

Annual Total: \$146,076.00

Irrigation Management (**12 Inspections**):

Annual Total: \$13,092.00

Horticulture Program & Pest Management:

Insecticide, 4 turf fertilizations, 2 tree & shrub fertilizations

Annual Total: \$14,616.00

Total Annual Landscape Maintenance:

Annual Total: \$173,784.00

Tab 8

THIRD ADDENDUM TO THE CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

This Third Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the 1st day of October, 2023 (the “**Effective Date**”), by and between **Hawkstone Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Hillsborough County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

RECITALS

WHEREAS, the District and the Consultant entered into the Contract for Professional District Services dated May 29, 2019 (the “**Contract**”), incorporated by reference herein; and

WHEREAS, the District and the Consultant desire to amend **Exhibit B** - Schedule of Fees of the Fees and Expenses, section of the Contract as further described in this Addendum; and

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

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit B** - Schedule of Fees attached.

The amended **Exhibit B** - Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the Effective Date.

(Remainder of this page is left blank intentionally)

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: _____

HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT

BY: _____

PRINTED NAME: _____

TITLE: Chairman/Vice Chairman

DATE: _____

ATTEST:

Vice Chairman/Assistant Secretary
Board of Supervisors

Print Name

Exhibit B – Schedule of Fees

EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

	MONTHLY	ANNUALLY
Management:	\$1,883.58	\$22,603
Administrative:	\$421.67	\$5,060
Accounting:	\$1,686.83	\$20,242
Financial & Revenue Collections:	\$337.33	\$4,048
Assessment Roll ⁽¹⁾		\$5,623
Total Standard On-Going Services:	\$4,329.42	\$57,576

(1) Assessment Roll is paid in one lump-sum at the time the roll is completed.

ADDITIONAL SERVICES:	FREQUENCY	RATE
Extended and Continued Meetings	Hourly	\$ 175
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 175
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests &		
Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Regional Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00

LITIGATION SUPPORT SERVICES:

Litigation Support Services will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
President	\$ 300.00
Chief Financial Officer	\$ 250.00
Vice President	\$ 225.00
Regional District Manager	\$ 200.00
Accounting Manager	\$ 200.00
Finance Manager	\$ 200.00
District Manager	\$ 175.00
Amenity Services Manager	\$ 175.00
Clubhouse Manager	\$ 150.00
Field Services Manager/Landscape Specialist	\$ 150.00
Senior Accountant	\$ 150.00
Staff Accountant	\$ 100.00
Financial Associate	\$ 100.00
Administrative Assistant	\$ 85.00
Accounting Clerk	\$ 85.00

Tab 9

MINUTES OF MEETING

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

HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Hawkstone Community Development District was **Wednesday, August 16, 2023, at 3:00 p.m.** at the office of Rizzetta & Company, Inc. located at 2700 S. Falkenburg Road, Suite 2745, Riverview, FL 33578.

Present and constituting a quorum were:

Matt O'Brien	Chairperson
Allison Martin	Assistant Secretary
Marlena Nitschke	Assistant Secretary
Nico DeArmas	Assistant Secretary

Also present were:

Matthew Huber	District Manager; Rizzetta & Co.
John Vericker	District Counsel; Straley Robin Vericker
John Fowler	Landscape Specialist; Rizzetta & Co.
Dustin Johnson	Representative; Homes by WestBay

Audience

Present

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

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

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience comments.

THIRD ORDER OF BUSINESS

**Public Hearing on the Final Budget for
Fiscal Year 2023-2024**

On a Motion by Ms. Martin, seconded by Mr. O'Brien, with all in favor, the Board of Supervisors motioned to Open a Public Hearing on the Fiscal Year 2023-2024 Final Budget, for the Hawkstone Community Development District.

There were no audience comments.

On a Motion by Mr. O'Brien seconded by Ms. Martin, with all in favor, the Board of Supervisors motioned to Close a Public Hearing on the Fiscal Year 2023-2024 Final Budget, for the Hawkstone Community Development District.

**1. Consideration of Resolution 2023-06, Adopting the Fiscal Year 2023-2024
Final Budget**

Mr. Huber presented Resolution 2023-06, Adopting the Fiscal Year 2023-2024
Final Budget to the Board.

On a Motion by Ms. Nitschke seconded by Mr. O'Brien, with all in favor, the Board of
Supervisors adopted Resolution 2023-06, Adopting the Fiscal Year 2023-2024
Final Budget, for the Hawkstone Community Development District.

FOURTH ORDER OF BUSINESS

**Public Hearing on the Fiscal Year
2023-2024 Special Assessments**

On a Motion by Ms. Martin, seconded by Mr. DeArmas with all in favor, the Board of
Supervisors motioned to Open a Public Hearing on the Fiscal Year 2023-2024 Special
Assessments, for the Hawkstone Community Development District.

There were no audience comments.

On a Motion by Mr. O'Brien seconded by Ms. Martin, with all in favor, the Board of
Supervisors motioned to Close a Public Hearing on the Fiscal Year 2023-2024 Special
Assessments, for the Hawkstone Community Development District.

**1. Consideration Resolution 2023-07, Imposing Special Assessments for
Fiscal Year 2023-2024**

Mr. Huber presented Resolution 2023-07, Imposing Special Assessments for Fiscal Year
2023-2024 to the Board.

On a Motion by Ms. Nitschke seconded by Mr. DeArmas, with all in favor, the Board of
Supervisors adopted Resolution 2023-07, Imposing Special Assessments for Fiscal
Year 2023-2024, for the Hawkstone Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2023-08,
Adopting the Fiscal Year
2023-2024 Meeting Schedule**

Mr. Huber presented Resolution 2023-08, Adopting the Fiscal Year 2023-2024 Meeting
Schedule to the Board. The Board advised Mr. Huber that the CDD meeting held on
December 20th, 2023 has a possibility of being canceled.

On a Motion by Ms. Martin seconded by Mr. DeArmas, with all in favor, the Board of
Supervisors adopted Resolution 2023-08, Adopting the Fiscal Year 2023-2024 Meeting
Schedule, for the Hawkstone Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Temporary
Access Agreement**

The Board requested before and after pictures of Mr. Sample's property before construction began.

On a Motion by Mr. O'Brien seconded by Ms. Martin, with all in favor, the Board of Supervisors approved the Temporary Access Agreement for Jeremy Samples, for the Hawkstone Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of WatchMeSwim
Proposal**

Mr. Huber presented the WatchMeSwim Proposal to the Board. Ms. Martin has advised Staff that no one is allowed at the pool during the proposed time. The Board approved the proposal, subject to pool capacity limits and a form of agreement provided by District Counsel.

On a Motion by Ms. Nitschke seconded by Ms. Martin with all in favor, the Board of Supervisors accepted the WatchMeSwim Proposal, for the Hawkstone Community Development District.

EIGHTH ORDER OF BUSINESS

**Ratification of AquaSentry
Pool Proposal**

On a Motion by Ms. Martin seconded by Ms. Nitschke with all in favor, the Board of Supervisors ratified the AquaSentry Pool Proposal, for the Hawkstone Community Development District.

NINTH ORDER OF BUSINESS

**Consideration of Holiday
Lighting Proposal**

The Board has requested a revised proposal from Illuminations Holiday Lighting.

On a Motion by Mr. O'Brien seconded by Ms. Nitschke with all in favor, the Board of Supervisors accepted the holiday lighting proposal from Illuminations Holiday Lighting not to exceed \$15,000.00, as amended, for the Hawkstone Community Development District.

TENTH ORDER OF BUSINESS

Presentation of Website Audit

Mr. Huber presented the Website Audit to the Board.

ELEVENTH ORDER OF BUSINESS

**Consideration of Regular Minutes of
Board of Supervisors Meeting held
on July 19, 2023**

On a Motion by Ms. Martin, seconded by Mr. DeArmas, with all in favor, the Board of Supervisors approved the Regular Meeting Minutes for July 19, 2023, for the Hawkstone Community Development District.

TWELFTH ORDER OF BUSINESS

**Consideration of Operations
and Maintenance Expenditures
for June 2023**

On a Motion by Mr. O'Brien, seconded by Mr. Dunham, with all in favor, the Board of Supervisors ratified the Operation and Maintenance Expenditures report for June 2023 (\$146,013.04), for the Hawkstone Community Development District.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Bu was present; he advised the Board that the Deeds to CDD will be on the next agenda along with the ratification of Sunrise Landscape's Contract.

B. District Engineer

Not present; no report was given at the time.

C. Landscape Inspection Services

1. Presentation of Landscape Inspection Report

John Fowler was present and reviewed the July Landscape Report for the Board. Mr. Fowler informed the Board of the deficiencies in the report.

D. District Manager

The next meeting will be held on Wednesday, September 20, 2023, at 3:00 p.m.

Mr. Huber presented the Developer Funding Agreement to the Board.

On a Motion by Ms. Martin, seconded by Mr. DeArmas, with all in favor, the Board of Supervisors approved the Developer Funding Agreement, for the Hawkstone Community Development District.

FOURTEENTH ORDER OF BUSINESS

Supervisor requests

There were no supervisors' requests at this time.

FIFTEENTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. DeArmas seconded by Ms. Nitschke, with all in favor, the Board of Supervisors adjourned the meeting at 3:37 p.m., for the Hawkstone Community Development District.

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Secretary/Assistant Secretary

Chairman/ Vice Chairman

Tab 10

HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

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

Operation and Maintenance Expenditures September 2023 For Board Approval

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

The total items being presented: **\$79,746.20**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Hawkstone Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Aqua Sentry	100228	9397	Pool Cleaning & Maintenance 08/23	\$ 3,100.00
Aqua Sentry	100242	9519	Cleaning & Maintenance of Pools 09/23	\$ 3,100.00
Carson's Lawn & Landscaping Services LLC	100229	7866	Hinton - Pond Banks 08/23	\$ 8,465.00
Clearview Land Design, P.L.	100230	23-05168	Engineering Services 08/23	\$ 430.00
Danielle Fence Mfg Co., Inc.	100231	74660	PVC Fence Install 07/23	\$ 250.00
Hidden Eyes, LLC	100232	731268	Security Monitoring 09/23	\$ 1,390.11
Hidden Eyes, LLC	100243	IN000002591	Change Order 50% Deposit	\$ 1,480.72
Hidden Eyes, LLC	100243	IN000006273	Change Order 50% Balance	\$ 1,415.81
Hillsborough County BOCC	100233	0458247861 07/23 14285	14285 Swiss Bridge Dr. Comm Irr 07/23	\$ 131.01
Hillsborough County BOCC	100245	0458247861 08/23 14285	14285 Swiss Bridge Dr. Comm Irrigation 08/23	\$ 2,587.76
Hillsborough County BOCC	100245	6307231026 8/23	12580 Hawkstone Trail Blvd 08/23	\$ 988.49
HomeTeam Pest Defense, Inc.	100234	95551390	Pest Control 09/23	\$ 33.00
Illuminations Holiday Lighting, LLC	100246	819923	50% Deposit - Holiday Lighting 09/23	\$ 5,925.00
IPFS Corporation	100248	24303390	Down Payment Policy #100123419 10/01/23 - 10/01/24	\$ 3,794.20

Hawkstone Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Mandy Electric, Inc	100235	17185	Okurlund Well Services 08/23	\$ 350.00
Poop 911	100236	7442315	3 Waste Stations Install 05/23	\$ 1,185.00
Poop 911	100236	7557085	Monthly - 5 Stations Emptied 07/23	\$ 193.92
Poop 911	100236	7557086	Monthly - 5 Stations Emptied 08/23	\$ 193.92
Rizzetta & Company, Inc.	100227	INV0000083190	District Management Fees 09/23	\$ 4,923.42
Solitude Lake Management, LLC	100237	PSI003551	Aquatic Maintenance 08/23	\$ 1,440.40
Straley Robin Vericker	100238	23478	General Legal Services 08/23	\$ 10,231.66
Sunrise Landscape	100244	10865	Irrigation Repairs 04/23	\$ 203.72
Sunrise Landscape	100244	10867	Irrigation Repairs 04/23	\$ 599.30
Sunrise Landscape	100239	12647	Monthly Landscape Maintenance Hinton 1A1 and 1A2 08/23	\$ 14,482.00
Sunrise Landscape	100239	12676	Irrigation Repairs 08/23	\$ 2,119.60
Sunrise Landscape	100241	12712	Irrigation Repairs 08/23	\$ 2,362.28
Sunrise Landscape	100241	12786	Irrigation Repairs 08/23	\$ 1,288.88
Sunrise Landscape	100247	13162	Irrigation Repairs 08/23	\$ 3,485.20

Hawkstone Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
TECO	100226	221008819288 7/23	12929 Hobson Simmons Rd Lights 07/23	\$ 1,440.80
Total Community Maintenance, LLC	100240	5966	Monthly Janitorial Services 09/23	<u>\$ 2,155.00</u>
Report Total				<u>\$ 79,746.20</u>