

***HIDDEN CREEK
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Board Package

***Board of Supervisors
Regular Meeting***

***Tuesday
April 2, 2019
10:00 A.M.***

***Metro Development Group
2502 N. Rocky Point Dr., Suite 1050
Tampa FL***

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

HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT AGENDA

District Board of Supervisors	Mike Lawson Doug Draper Lori Price Christie Ray	Chairman Vice Chairman Assistant Secretary Assistant Secretary
District Manager	Paul Cusmano	DPFG
District Attorney	John Vericker	Straley Robin Vericker
District Engineer	Tonja Stewart	Stantec Consulting Services, Inc.

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

The District Agenda is comprised of six different sections:

The first section which is called **Audience Questions and Comments**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING. The second section is called **Administrative Matters** and contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Matters**. The business matters section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 374-9105 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Staff Reports**. This section allows the District Manager and Maintenance Supervisor to update the Board of Supervisors on any pending issues that are being researched for Board action. The fifth section which is called **Audience Comments on Other Items** provides members of the Audience the opportunity to comment on matters of concern to them that were not addressed during the meeting. The same guidelines used during the first audience comment section will apply here as well. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 374-9105, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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.

HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Tuesday, April 2, 2019
Time: 10:00 a.m.
Location: Metro Development Group
2502 North Rocky Point Drive, Suite 1050
Tampa FL

Conference Call No.: (563) 999-2090
Code: 686859#

AGENDA

I. Roll Call

II. Audience Comments

III. Consent Agenda

- A. Approval of the Minutes from the March 5, 2019 Meeting **Exhibit 1**

IV. Business Matters

- A. Consideration and Adoption of Resolution 2019-07 Authorizing Chairman to Execute Documents, Plats and Conveyances **Exhibit 2**
- B. Special Warranty Deed to the District (Phase 1A, 2A & 3A) **Exhibit 3**
- C. Grant of Drainage and Access Easements from Phase 1A, 2A & 3A) **Exhibit 4**

V. Staff Reports

- A. District Manager
1. Form 8B Conflict **Exhibit 5**
 2. Aquatic Systems Report **Exhibit 6**
 3. Approval and Consideration of Addendum #1 with Aquatic Systems **Exhibit 7**
 4. Approval and Consideration of Brightview's Landscape Contract **Exhibit 8**
Agreement, Addendum #1, and Addendum #2.

- B. District Counsel
- C. District Engineer

VI. Supervisors Requests

VII. Adjournment

EXHIBIT 1.

**MINUTES OF MEETING
HIDDEN CREEK
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Hidden Creek Community Development District was held on Tuesday, March 5, 2019 at 10:00 a.m. at the Metro Development Group, 2502 North Rocky Point Drive, Suite 1050, Tampa, Florida 33607.

FIRST ORDER OF BUSINESS – Roll Call

Mr. Cusmano called the meeting to order and conducted roll call.

Present and constituting a quorum were:

Mike Lawson	Board Supervisor, Chairman
Doug Draper	Board Supervisor, Vice Chairman
Lori Price	Board Supervisor, Assistant Secretary
Christie Ray	Board Supervisor, Assistant Secretary

Also present were:

Paul Cusmano	District Manager, DPFG Management & Consulting LLC
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The following is a summary of the discussions and actions taken at the March 5, 2019 Hidden Creek CDD Board of Supervisors meeting.

SECOND ORDER OF BUSINESS – Audience Comments

There being none, next item followed.

THIRD ORDER OF BUSINESS – Consent Agenda

A. **Exhibit 1:** Approval of the Minutes from the February 5, 2019 Meeting

B. **Exhibit 2:** Acceptance of the January 2019 Financial Statements

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved the motion to accept the Consent Agenda items A-B for the Hidden Creek Community Development District.

FOURTH ORDER OF BUSINESS – Business Matters

A. **Exhibit 3:** Consideration and Adoption of Resolution 2019-06; Re-Designating Officers

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adopted Resolution **2019-06**; re-designating the Officers of the District as follows: Mr. Michael Lawson to serve as Chairman, Mr. Doug Draper to serve as Vice Chairman, and Ms. Lori Price and Ms. Christie Ray to serve as Assistant Secretaries; District staffing is as follows: Mr. Paul Cusmano as Secretary, Ms. Patricia Comings-Thibault as Treasurer, Mr. Maik Aagaard as Assistant Treasurer; and Ms. Janet Johns as Assistant Secretary for the Hidden Creek Community Development District.

B. **Exhibit 4:** Ratification of Innovative Employer Solutions Service Agreement

On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board approved the motion, based on final district counsel review and comments addressed in the revised agreement,

authorizing DPFG to execute for future Board ratification for the Hidden Creek Community Development District.

FIFTH ORDER OF BUSINESS – Staff Reports

A. District Manager

➤ **Exhibit 5: Aquatic Systems Report**

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved the Aquatic Systems Report for the Hidden Creek Community Development District.

B. District Counsel

There being none, next item followed.

C. District Engineer

There being none, next item followed.

SIXTH ORDER OF BUSINESS – Supervisors Requests

Mr. Lawson reported that the bond purchase agreement for the 2019 bond issuance was executed on March 4, 2019 and the pre-close is scheduled for March 11, 2019 with funding on March 13, 2019 to fund the construction for the production lots phase 4, (the future townhomes) phase 7, and approximately 131 active adult lots in phases 3A and 4A. He distributed the contracts from QGS Development, Inc. and summarized the proposed services for each contract. Discussion ensued.

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved the motion to accept the QGS Development, Inc. contracts for the Hidden Creek Community Development District.

SEVENTH ORDER OF BUSINESS – Adjournment

Mr. Cusmano asked for final questions, comments, or corrections before adjourning the meeting. There being no new additional items, and upon a motion duly made, seconded and unanimously carried, Mr. Cusmano declared the meeting adjourned.

On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board adjourned the meeting for the Hidden Creek Community Development District.

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

Signature

Signature

Printed Name

Printed Name

82

83 **Title:** ☐ **Secretary** ☐ **Assistant Secretary**

Title: ☐ **Chairman** ☐ **Vice Chairman**

EXHIBIT 2.

RESOLUTION 2019-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT GRANTING THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, AND PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hidden Creek Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, and situated within Hillsborough County, Florida; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure including, but not limited to, stormwater management system, roadway improvements, water and sewer utility systems, recreation improvements, underground electric, and other improvements; and

WHEREAS, the District has adopted, or intends to adopt, a report of its District Engineer, as may be amended and/or supplemented ("**Engineer's Report**"), which sets forth the scope of the District's capital improvement plan and the improvements which are to be constructed therewith ("**Improvements**"); and

WHEREAS, in connection with the development of the Improvements in accordance with the Engineer's Report, which includes, but is not limited to, obtaining all necessary permits and approvals from local governments and agencies for the construction and/or operation of infrastructure improvements, the District is required, from time to time, to accept, convey and dedicate certain interests in real and personal property, including, but not limited to easements, plat dedications, deeds and bills of sale for infrastructure improvements ("**Permits and Conveyances**"); and

WHEREAS, to facilitate the efficient development of the Improvements, the District desires to authorize the Chair of the Board of Supervisors to approve and execute the Permits and Conveyances necessary to finalize the development of the District's capital improvement plan ("**Conveyance Authority**"); and

WHEREAS, the Conveyance Authority shall be subject to the District Engineer and District Counsel agreeing that each such proposed Permit or Conveyance is legal, consistent with the District's improvement plan and necessary for the development of the Improvements; and

WHEREAS, the Board of Supervisors finds that granting to the Chair the Conveyance Authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE HIDDEN CREEK
COMMUNITY DEVELOPMENT DISTRICT:**

1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. DELEGATION OF AUTHORITY. The Chair of the District's Board of Supervisors is hereby authorized to sign, accept or execute Permits and Conveyances as defined above. In the event that the Chair is unavailable, any Board Supervisor is authorized to sign, accept or execute Permits and Conveyances as defined above. The Vice Chair, Secretary, and Assistant Secretary of the District's Board of Supervisors are hereby authorized to countersign any such Permits and Conveyances. Such authority shall be subject to the District Engineer and District Counsel's review and approval.

3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 2ND DAY OF APRIL, 2019.

**HIDDEN CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary
Print Name: Paul Cusmano

Chair/ Vice Chair
Print Name: Mike Lawson

EXHIBIT 3

Consideration; \$10.00
Documentary Stamp Tax: \$0.70

**Prepared by and
when recorded return to:**

Vivek K. Babbar
Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33606

Special Warranty Deed

THIS SPECIAL WARRANTY DEED is made as of March ____, 2019, by **Dune FL Land I Sub, LLC**, a Delaware limited liability company and **Dune FB Debt, LLC**, a Delaware limited liability company (together, the “**Grantors**”), both with a mailing address is 2502 N. Rocky Point Drive, Suite 1050 Tampa, FL 33607, in favor of the **Hidden Creek Community Development District**, a unit of special purpose local government organized and existing under Chapter 190, Florida Statutes (“**Grantee**”), whose address is 15310 Amberly Drive, Suite 175. Tampa, FL. 33647.

WITNESSETH, that Grantors have granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all of the following described land in Hillsborough County, Florida (“**Property**”) described below:

Tracts A, B, C, D, E, F, and G of Forest Brooke Phase 1A according to the plat thereof, as recorded in Plat Book 130, Page 11, of the public records of Hillsborough County, Florida.

Tracts A, B, C, D, E, F, G, H, and I of Forest Brooke Phase 2A according to the plat thereof, as recorded in Plat Book 130, Page 35, of the public records of Hillsborough County, Florida.

Tracts A, B, C, and D, of Forest Brooke Phase 3A according to the plat thereof, as recorded in Plat Book 131, Page 235, of the public records of Hillsborough County, Florida.

TOGETHER, with all appurtenances thereunto appertaining, and all fixtures and improvements located thereon. The Property consists of governmental common area tracts.

TO HAVE AND TO HOLD, the same in fee simple forever.

Subject to and except for (a) governmental requirements and restrictions, and (b) easements, covenants, conditions, restrictions and other matters of record, Grantors warrant that Grantors are seized of the Property in fee simple; the Property is free from all monetary encumbrances made by Grantors; and Grantors will warrant and defend title to the Property against the lawful claims and demands of all persons claiming by, through or under Grantors, but not against the claims of any others.

This deed has been prepared without the benefit of a title search.

THIS IS A CONVEYANCE OF PROPERTY TO THE COMMUNITY DEVELOPMENT DISTRICT. NO CONSIDERATION HAS BEEN DELIVERED FOR THIS TRANSFER; THEREFORE, ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE.

IN WITNESS WHEREOF, Grantors have executed this Deed as of the date first above written.

Signed, Sealed and Delivered in the
Presence of:

Dune FL Land I Sub, LLC
a Delaware limited liability company

(Witness 1 – Signature)

John M. Ryan
Manager

(Witness 1 – Printed Name)

(Witness 2 – Signature)

(Witness 2 – Printed Name)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of March, 2019, by John M. Ryan as Manager of Dune FL Land I Sub, LLC, on behalf of the company. He is personally known to me.

Public Notary Signature

Notary Stamp

Signed, Sealed and Delivered in the
Presence of:

Dune FB Debt, LLC
a Delaware limited liability company

(Witness 1 – Signature)

John M. Ryan
Manager

(Witness 1 – Printed Name)

(Witness 2 – Signature)

(Witness 2 – Printed Name)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of March, 2019, by John M. Ryan as Manager of Dune FB Debt, LLC, on behalf of the company. He is personally known to me.

Public Notary Signature

Notary Stamp

EXHIBIT 4.

Consideration; \$10.00
Documentary Stamp Tax: \$0.70

**Prepared by and
when recorded return to:**

Vivek K. Babbar
Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33606

Grant of Easements

This Grant of Easements is given as of March ____, 2019, by **Dune FL Land I Sub, LLC**, a Delaware limited liability company and **Dune FB Debt, LLC**, a Delaware limited liability company (together, the “**Grantors**”), both with a mailing address is 2502 N. Rocky Point Drive, Suite 1050 Tampa, FL 33607, in favor of the **Hidden Creek Community Development District**, a unit of special purpose local government organized and existing under Chapter 190, Florida Statutes (“**Grantee**”), whose mailing address is 15310 Amberly Drive, Suite 175. Tampa, Florida 33647.

Grantors are the owner of certain drainage easements and access easements (“**Easements**”) it reserved over certain real property located in Hillsborough County, Florida more particularly described below:

All private drainage easements and access easements of Forest Brooke Phase 1A according to the plat thereof, as recorded in Plat Book 130, Page 11, of the public records of Hillsborough County, Florida.

All private drainage easements and access easements of Forest Brooke Phase 2A according to the plat thereof, as recorded in Plat Book 130, Page 35, of the public records of Hillsborough County, Florida.

All private drainage easements and access easements of Forest Brooke Phase 3A according to the plat thereof, as recorded in Plat Book 131, Page 235, of the public records of Hillsborough County, Florida.

WITNESSETH, that Grantors hereby grant, convey, warrant, and dedicate to the Grantee, its successors, assigns, agents, and vendors, all of the Easements for access, ingress, egress, landscaping, and the drainage of storm or surface water purposes, together with full rights of ingress, egress, and access on, in, over, under, across, and through the parcels of real estate located in Hillsborough County as described and depicted in the referenced plats.

This grant of easements has been prepared without the benefit of a title search.

THIS IS A CONVEYANCE OF PROPERTY INTERESTS TO THE COMMUNITY DEVELOPMENT DISTRICT. NO CONSIDERATION HAS BEEN DELIVERED FOR THIS TRANSFER; THEREFORE, ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Easements as of the day and year first written above.

Signed, Sealed and Delivered in the
Presence of:

Dune FL Land I Sub, LLC
a Delaware limited liability company

(Witness 1 – Signature)

John M. Ryan
Manager

(Witness 1 – Printed Name)

(Witness 2 – Signature)

(Witness 2 – Printed Name)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of March, 2019, by John M. Ryan as Manager of Dune FL Land I Sub, LLC, on behalf of the company. He is personally known to me.

Public Notary Signature

Notary Stamp

Signed, Sealed and Delivered in the
Presence of:

Dune FB Debt, LLC
a Delaware limited liability company

(Witness 1 – Signature)

John M. Ryan
Manager

(Witness 1 – Printed Name)

(Witness 2 – Signature)

(Witness 2 – Printed Name)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of March, 2019, by John M. Ryan as Manager of Dune FB Debt, LLC, on behalf of the company. He is personally known to me.

Public Notary Signature

Notary Stamp

EXHIBIT 5.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Lawson Michael Stephan		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Hidden Creek CDD Board of Supervisors	
MAILING ADDRESS 2502 N. Rocky Point Dr., Ste 1050		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Tampa		<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> OTHER LOCAL AGENCY	
COUNTY Hillsborough		NAME OF POLITICAL SUBDIVISION: Hidden Creek Community Development District	
DATE ON WHICH VOTE OCCURRED April 2, 2019		MY POSITION IS:	
		<input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Michael Lawson, hereby disclose that on April 2, 20 19 :

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____ ;
- ☐ inured to the special gain or loss of my relative, _____ ;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☒ inured to the special gain or loss of Gig Fiber, LLC, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Discussion and approval by the Hidden Creek CDD Board of Supervisors of an Outdoor Solar Lighting Equipment Lease between Gig Fiber, LLC and Hidden Creek CDD. I am retained by a principal that may inure a special gain or loss.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

April 2, 2019

Date Filed

Signature 

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

EXHIBIT 6.



Hidden Creek CDD Waterway Inspection Report

Reason for Inspection: Routine Scheduled - Monthly

Inspection Date: 3/22/2019

Prepared for:

Mr. Paul Cusmano, District Manager

DPFG

1060 Maitland Center Commons, Suite #340

Maitland FL 32751

Prepared by:

Logan Bell, Account Representative/Biologist

Aquatic Systems, Inc. – Sun City Field Office

Corporate Headquarters

2100 N.W. 33rd Street, Pompano Beach, FL 33069

1-800-432-4302

Site: 1, 10**Comments:** Normal growth observed

Pond #1 (left) was identified with trace amounts of Filamentous algae along the road side. Treatment will be performed during our upcoming visit on 3/22/2019. Pond #10 (top and bottom right) was identified with moderate development of Filamentous algae, treated on 3/22.

Site: 2,11**Comments:** Normal growth observed

Pond #2 (left) was identified with minor development of Hydrilla, which will require treatment to be performed during our upcoming maintenance visits. Pond #11 (top and bottom right) was in good shape. The decomposing Cattails and Primrose were identified to be dissipating.

Site: 3, 12**Comments:** Requires attention

Pond #3 (left) was identified with moderate development of Filamentous algae along the perimeter. Treatment will be performed during our upcoming visit scheduled for 3/22/2019. Pond #12 (top and bottom right) was identified with positive results.

Site: 4, 13**Comments:** Normal growth observed

Pond #4 (left) was identified with minor Torpedograss development along the shoreline, which will be treated during our upcoming maintenance visits. Minimal native Gulf Spikerush along the shoreline was identified. Pond #13 (top and bottom right) was identified with minor Filamentous algae along the perimeter, which was treated during our upcoming visit.

Site: 5, 14

Comments: Site looks good

Pond #5 (left) looked great during inspection. Pond #14 (top and bottom right) was identified to be in good condition during inspection.

Site: 6, 15

Comments: Site looks good

Pond #6 (left) was identified to be in good condition during inspection. Pond #15 (top and bottom right) was identified with minor development of Cattails near the culvert pipe. Overall, both ponds looked good during inspection.

Site: 7**Comments:** Normal growth observed

Minor development of submersed Bladderwort was identified along the bottom of Pond #7. Treatment will be performed during our upcoming maintenance visits. Also, minor development of Cattails were observed along the wild side, which will be treated during our upcoming visits.

Site: 8**Comments:** Requires attention

Pond #8 was identified with minor algae development, which was wind blown into the corner. Treatment will be performed during our upcoming visit on 3/22/2019. Shorelines remains clear of invasive weeds following our routine scheduled visits.

Site: 9

**Comments:** Normal growth observed

Pond #9 was identified with new development of Terrestrial weeds and invasive Primrose, which will require treatment to be performed during our upcoming maintenance visits. Shoreline treatment will be performed during our upcoming visit.

Management Summary

Overall, the ponds within the Hidden Creek CDD continue to display positive results following routine maintenance visits targeting invasive weeds, algae, and submersed vegetation. Algae was identified during inspection within Ponds #3, #8, #10, and #13, which were treated during our visit on 3/22/2019 and may display positive results within 10-14 days following application date. During our visit on 3/6/2019 shoreline treatments were applied to Ponds #1, #2, #3, #5, #7, and #11, which had displayed positive results.

When native vegetation is planted within storm water retention ponds they provide habitat for other desirable native wildlife such as fish, birds, invertebrates, and dragon flies which will feed on mosquito. Native vegetation will take root into the banks and provide sediment stability to control erosion and accumulation. This vegetation also provides a border to prevent unwanted debris, grass clippings, leaves, fertilizers, and other items which would cause excessive nutrient spikes within the pond. Combined, all these supplemental additions provide longevity and aesthetics for a pond that will be enjoyed by all.

The conditions of the water in your lake affects the health of every living thing in it. A comprehensive consultation begins right at the water's edge so that we can understand the current state of your lake, and what to begin testing for. Color, odor, algae, plants and other living organisms, even the neighborhood around the lake will tell a biologist a lot about your lake. Lakes often show deteriorating conditions due to increased urban influences, lake aging, and declining health or overuse of traditional treatment options that no longer work. Water quality testing will encompass all these factors and provide quantitative results that can be used and compared to provide long term solutions for your lakes.

Recommendations/Action Items

- Routine Maintenance.
- Continue to monitor all ponds for Algal growth and target on contact.
- Continue to treat all sites for invasive vegetation during our routine visits.
- Monitor Ponds #3, #8, #10, and #13 for algae treatment results.
- Target Cattails within Pond #15.
- Continue to promote native vegetation throughout the community.

THANK YOU FOR CHOOSING ASI!

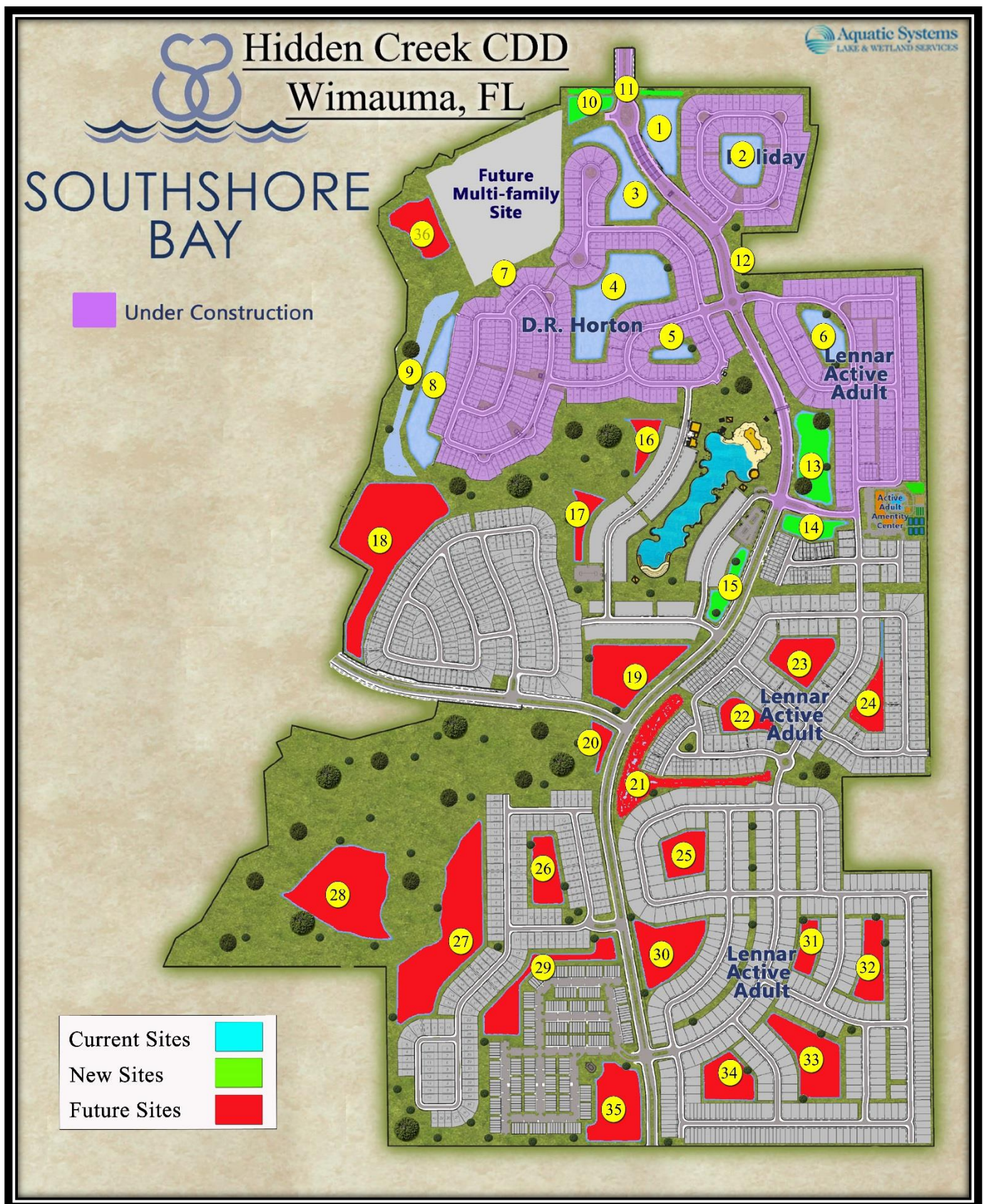


EXHIBIT 7.

OM-HC-DPFG-003 Addendum to the Aquatic Management Agreement

This **#1** Addendum to the Aquatic Management Agreement (this “**Addendum**”), is made and entered into as of April 1, 2019, by and between the **Hidden Creek Community Development District** (the “**District**”), and **Aquatic Systems** (“**Contractor**”).

Recitals

WHEREAS, the District and the Contractor entered into the Aquatic Management Agreement dated March, 2019 (the “**Original Agreement**”), incorporated by reference herein; and

WHEREAS, the District and the Contractor desire to add additional areas and services to the Scope of Services and to update the compensation accordingly; and

WHEREAS, the District and the Contractor 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 Contractor agree as follows:

1. The additional areas and services to be provided by the Contractor are specified in **Exhibit A** attached hereto.
2. As compensation for all work included in the Original Agreement, any previous addendums, and this Addendum, the District agrees to pay Contractor a new total amount of \$ 1,656.00 per month.
3. To the extent that any provisions of the Original Agreement or this Addendum conflict with the provisions in the exhibit, the provisions in the Original Agreement and this Addendum shall control over provisions in the exhibit.
4. Except as hereby modified, the terms and conditions of the Original Agreement, and any addendums thereto, are hereby ratified and confirmed.

[signature page to follow]

IN WITNESS WHEREOF the undersigned have executed this Addendum effective as of the date written above.

Aquatic Systems

Hidden Creek
Community Development District

Name: _____
Title: _____

Michael Lawson
Chair of the Board of Supervisors

August 29, 2018

Mr. Paul Cusmano, District Manager
Hidden Creek CDD
c/o DPFG
1060 Maitland Center Commons, Suite #340
Maitland, Florida 32751

VIA EMAIL: paulcusmano@dpfg.com

Dear Paul:

As you have requested, we have prepared the attached *revised* agreement adding sites #10 through #15 to your existing program.

Kindly sign the contract and return to us as soon as possible, so we may schedule your program.

If you have any questions, concerns, or if there is any way I can be of assistance, do not hesitate to call.

We thank you for your expanded patronage!

Sincerely,



Joshua F. McGarry
District Manager

JFM/lms

cc: Doug Agnew, Senior Consultant

Enclosure

Aquatic Systems, Inc.
Lake & Wetland Management Services
Everything a Lake Should Be
2100 NW 33rd Street, Pompano Beach, FL 33069
Telephone: 1-800-432-4302
www.aquaticsystems.com

This Agreement made the date set forth below, by and between Aquatic Systems, Inc., a Florida Corporation, hereinafter called "ASI", and

Mr. Paul Cusmano, District Manager
Hidden Creek CDD
c/o DPFG
1060 Maitland Center Commons, Suite #340
Maitland, Florida 32751
(317) 509-4976
paulcusmano@dpfg.com

Aquatic Services Agreement

Addon To Master Agreement: #00074790
Master Agreement's Anniversary Date: 09/01/18

Month Service is to Commence: _____

Date of proposal: May 9, 2018 JFM-AO

Date of revision: August 29, 2018 Increase treatment schedule

hereinafter called "Customer". The parties hereto agree as follows:

1. ASI agrees to manage certain lake(s) and/or waterway(s) in accordance with the terms and conditions of Master Agreement until the Anniversary Date of Master Agreement in the following location:

Six waterways, sites #10 (pond), #11, (ditch), #12 - #15 (ponds) (5,906 total linear foot perimeter) located at **Hidden Creek CDD** in Wimauma, Florida.

2. Treatment Schedule: ***Includes schedule change from 24 to 36 inspections annually.***

3. CUSTOMER agrees to pay ASI, its agents or assigns, the following sum for specified water management service:

Annual Maintenance Program:

Algae & Aquatic Weed Management	Included
Shoreline Grass Management to the Water's Edge	Included
Lake Dye	As Required by ASI*
Debris Removal ¹	Included
Management Reporting	Included
Monthly Special Customer Site Inspection Report	Included

Total Add-on Program Investment **\$ 389.00** **Monthly**

The above price is effective for 90 days from the date of this proposal.

This Agreement shall have as its effective date the first day of the month in which services are first rendered to CUSTOMER. The contract price has been equally spread over a 12-month payment period and does not reflect the actual fluctuating seasonal costs of services.

¹ *Shoreline area to be cleaned is limited to 1 foot maximum depth. Individual litter items to be removed are limited to non-natural materials; such as, paper products, Styrofoam cups, plastic bags and aluminum cans that are accessible along the immediate shoreline. Construction debris, shopping carts, discarded household appliances or any other objects not considered litter, are not included but can be removed at an additional cost.*

**Services performed at ASI's sole discretion for the success of the Waterway Management Program..*

This Aquatic Services Agreement and its Terms & Conditions (as per your Master Agreement) are entered into in Broward County, Florida, which the parties agree is the place of payment and the situs jurisdiction in the event of dispute.

Customer or Authorized Agent Signature

Date

Print Name and Title of Signer

Print Company Name of Signer

Aquatic Systems, Inc. Signature

Date

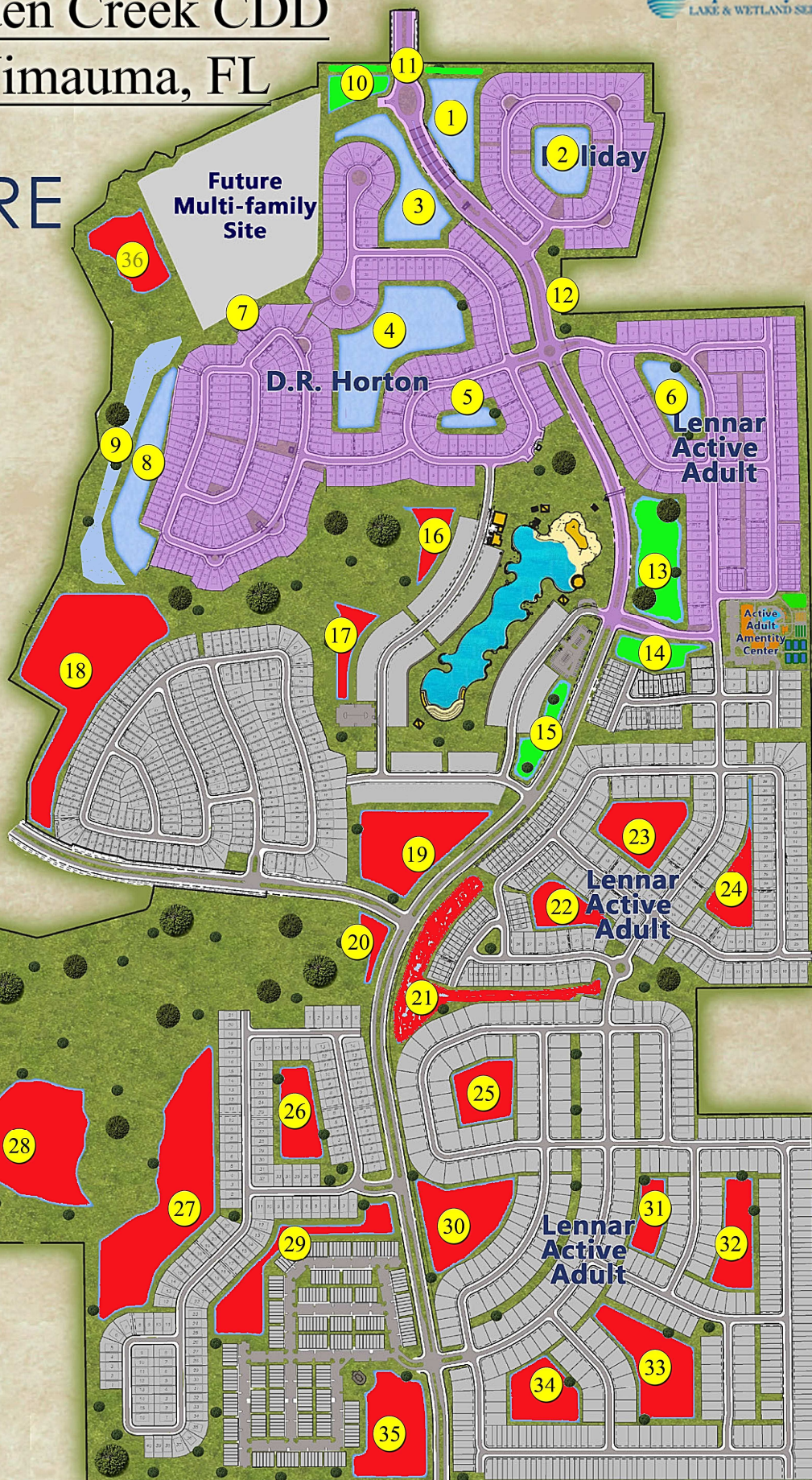


Hidden Creek CDD

Wimauma, FL

SOUTHSHORE BAY

 Under Construction



Current Sites



New Sites



Future Sites



EXHIBIT 8.

LANDSCAPE MAINTENANCE AGREEMENT

This Landscape Maintenance Agreement (“**Agreement**”), is entered into as of the 1st day of April, 2018 between the **Hidden Creek Community Development District**, a community development district organized under the laws of the State of Florida (the “**District**”) and **BrightView Landscape Services, Inc.**, a Florida corporation (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.

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 (the “**Work**”) as more fully set forth in the proposal attached hereto as **Exhibit A** (the “**Proposal**”).
 - b.

- c. A map of the areas to be maintained is attached hereto as **Exhibit B**.
- d. 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. 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 applies 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 seventy (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.

5. 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. Contractor shall be required to provide a work crew on site five (5) days per work week.
- e. 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 procedures expected.
- f. 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.
- g. 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 twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.

- h. Contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment. Any motorized equipment used on the road ways of the community must be legally equipped.
- i. 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.
- j. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Work that may result in the damage and/or loss of plant material. 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 necessary.
- k. 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.
- l. 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.

6. Time of Commencement. The work to be performed under this Agreement shall commence after providing District the requisite insurance referenced herein and no later than April 1, 2018.

7. Term and Renewal. The term of this Agreement shall be from April 1, 2018 through March 31, 2019 with the option to renew for additional one (1) year periods at a time at the same price and terms as provided for herein unless terminated earlier as provided in this Agreement.

8. Termination

- a. Contractor's Termination. Contractor may terminate this Agreement with sixty (60) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.
- b. District's Termination. The District may, in its sole and absolute discretion, whether or not reasonable, on thirty (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. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the District's convenience, 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.
- c. 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.

9. District Representatives and Inspections.

- a. The District hereby designates the District Manager to act as the District's representative. The District's representative 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 one (1) time 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 fourteen (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 forty-eight (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 three days and prior to submitting any invoices to the District.

10. Compensation

- a. As compensation for the Work the District agrees to pay Contractor:
 - i. for the services specified in the Proposal as Base Landscape Maintenance a total of \$4,959 per month.
 - ii. for all other non-monthly services specified in the Proposal, and only after receipt of written authorization by the District to proceed, the pricing specified in the Proposal in the month after the services were performed.
- 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 the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each service, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted.
- c. The District shall provide payment within forty five (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.
- d. 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 forty five (45) days of the District's receipt of such invoice.

- e. 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.
- f. 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, addenda, or change order to this Agreement. 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.
- 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.

11. 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 the 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 three (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 five (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 five (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 on the project, 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. Contractor shall assign a dedicated account manager to the District. The account manager shall attend the monthly meetings of the District to provide updates to the Board and answer any questions regarding landscaping issues.

12. Indemnification

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs of every kind (including but not limited to reasonable attorney's fees, consequential and punitive damages) 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.

13. 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 and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." 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.

14. 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.

15. 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.

16. **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.
17. **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) 418-7473, OR BY EMAIL AT paul.cusmano@dpfg.com, OR BY REGULAR MAIL AT 15310 Amberly Drive, Suite 175, Tampa, Florida 33647.

18. **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.
19. **Notices.** Unless specifically stated to the contrary elsewhere in this Agreement, where notice is required to be provided under this Agreement, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party at the addresses listed below and shall be deemed received upon actual receipt by mail or facsimile, whichever is first:

To the District: Hidden Creek Community Development District
c/o DPFG

15310 Amberly Drive
Suite 175,
Tampa, Florida 33647
Attn: District Manager

With a copy to: District Counsel
Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33634

To Contractor: BrightView
415 27th Street S.E.
Ruskin, FL 33619
Attn: John Cornelius
John.Cornelius@brightview.com

20. **Controlling Law.** This Agreement shall be governed under the laws of the State of Florida with venue in the county in which the District is located in.
21. **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.
22. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
23. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
24. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
25. **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.
26. **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.
27. **Authorization.** The execution of this Agreement has been duly authorized by the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.

28. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. 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.

BrightView Landscape Services, Inc.

Name: _____
Title: _____

Hidden Creek
Community Development District

Chair/Vice-Chair of the Board of Supervisors

Exhibit A

Hidden Creek CDD

Date: April 11, 2018

BrightView Landscape, Inc.

TO:

Paul Cusmano

Hidden Creek
5002 Jackel Chase Dr
Wimauma, Florida 33598

PLEASE NOTE: Contract Addendums will be added as additional landscape areas are installed and ready for maintenance services. This proposal Identifies the areas to be maintained as of April 2018 per the attached map.

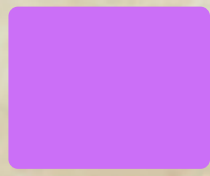
SCOPE OF WORK	MONTHLY	YEARLY
Base Landscape Maintenance	\$ 4,959.00	\$ 59,508.00
Mowing, Weed-eating, Edging of the Bahia pond turf areas x 36 that are noted on the attached map as ready for service. Collect Trash x 36 from turf pond area perimeters – Contract value to be increased as additional ponds are added.		\$ 2,304.00 Mo.
Mowing, Weed-eating, Edging, Blowing of the St. Augustine turf areas x 42.		\$ 1,120.00 Mo.
Bed Weed Control, Sidewalk Weed Control, Shrub and Groundcover pruning x 12.		\$ 1,024.00 Mo.
Turf and Ornamental Agronomic Program		\$ 236.00 Mo.
Irrigation Inspections Monthly x 12.		\$ 275.00 Mo.
Landscape Maintenance Base Total	\$ 4,959.00	\$ 59,508.00

OPTIONAL VALUE ADDED SERVICES	Frequency per Service	Price
<ul style="list-style-type: none">Bush Hog mowing per event basis per the attached map on the ponds that are not yet ready for finish mowing.	1x	\$ 1,600.00
<ul style="list-style-type: none">Installation of Mulch	1x	To Be Determined
<ul style="list-style-type: none">4" Annual Color	4x	To Be Determined

Exhibit B



SOUTHSHORE BAY



Under Construction

Not Ready for
finish mowing -
Rough Grade only

Not Ready for
finish mowing -
Rough Grade only

Ready for Mowing
OK

Not Ready for
finish Mowing
Rough Grade only

**Future
Multi-family
Site**

Not Ready for
Finish mowing -
Rough Grade only

Not Ready for finish
mowing - Rough
Grade only

Holiday

Not Ready for
finish mowing -
Rough Grade only

Not Ready for
finish mowing -
Rough Grade only

D.R. Horton

**Lennar
Active
Adult**

Ready for Mowing
OK

**Active
Adult
Amenity
Center**

Not Ready for
finish mowing -
Rough Grade only

Ready for Mowing
OK

**Lennar
Active
Adult**

**Lennar
Active
Adult**



Addendum to the Landscape Maintenance Agreement

This **#1** Addendum to the Landscape Maintenance Agreement (this “**Addendum**”), is made and entered into as of March, 2019, by and between the **Hidden Creek Community Development District** (the “**District**”), and **Brightview** (“**Contractor**”).

Recitals

WHEREAS, the District and the Contractor entered into the Landscape Maintenance Agreement dated April 1, 2018 (the “**Original Agreement**”), incorporated by reference herein; and

WHEREAS, the District and the Contractor desire to add additional areas and services to the Work and to update the compensation accordingly; and

WHEREAS, the District and the Contractor 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 Contractor agree as follows:

1. The additional areas and services to be provided by the Contractor are specified in **Exhibit A** attached hereto.
2. As compensation for all work included in the Original Agreement, any previous addendums, and this Addendum, the District agrees to pay Contractor a new total amount of \$ 6,370.00 per month.
3. To the extent that any provisions of the Original Agreement or this Addendum conflict with the provisions in the exhibit, the provisions in the Original Agreement and this Addendum shall control over provisions in the exhibit.
4. Except as hereby modified, the terms and conditions of the Original Agreement, and any addendums thereto, are hereby ratified and confirmed.

[signature page to follow]

IN WITNESS WHEREOF the undersigned have executed this Addendum effective as of the date written above.

Brightview

Hidden Creek
Community Development District

Name: _____
Title: _____

Michael Lawson
Chair of the Board of Supervisors

Hidden Creek CDD

Date: September 21, 2018

BrightView Landscape, Inc.

TO: Paul Cusmano

Hidden Creek
5002 Jackel Chase Dr
Wimauma, Florida 33598

PLEASE NOTE: Contract Addendums will be added as additional landscape areas are installed and ready for maintenance services. This proposal Identifies the areas to be maintained as of September 2018 per the attached map.

SCOPE OF WORK	MONTHLY	YEARLY
Base Landscape Maintenance	\$ 6,370.00	\$ 76,440.00
Mowing, Weed-eating, Edging of the Bahia pond turf areas x 36 that are noted on the attached map as ready for service. Collect Trash x 36 from turf pond area perimeters – Contract value to be increased as additional ponds are added.		\$ 2,304.00 Mo.
Mowing, Weed-eating, Edging, Blowing of the St. Augustine turf areas x 42.		\$ 1,120.00 Mo.
Bed Weed Control, Sidewalk Weed Control, Shrub and Groundcover pruning x 12.		\$ 1,691.00 Mo.
Palm Tree Pruning X 2		\$ 229.00 Mo.
Turf and Ornamental Agronomic Program		\$ 751.00 Mo.
Irrigation Inspections Monthly x 12.		\$ 275.00 Mo.
Landscape Maintenance Base Total	\$ 6,370.00	\$ 76,440.00

OPTIONAL VALUE ADDED SERVICES	Frequency per Service	Price
• Bush Hog mowing per event basis per the attached map on the ponds that are not yet ready for finish mowing.	1x	\$ 1,600.00
• Installation of Mulch – Pinestraw 444 Bales	1x	\$ 3,552.00
• 4" Annual Color 430 4" pots	4x	\$ 3,440.00

September 21, 2018

Paul Cusmano
Hidden Creek CDD
Wimauma, FL

JOB NAME: Hidden Creek Community Development District
JOB #:

ADDENDUM TO SERVICE AGREEMENT STANDARD
DATED April 2018 – Commencing October 2018

The provisions set forth on each page of this addendum shall hereby become an integral part of the contract to which it is attached with the same force and effect as if these changes had been entered directly on the original contract. All provisions or portions of provisions in the original contract, which are not expressly modified by this addendum, shall remain in full force and effect.

CHANGES:

- 1. AGREEMENT:** Addendum for Additional Added Landscape since April 2018.

Hidden Creek Community Development
District c/o DPFPG
Development Planning & Financing Group,
Inc.

BrightView Landscapes, LLC.

By: _____
(Name & Title)

By: _____
John Cornelius (Branch Manager)

Date: _____

Date: _____

Addendum to the Landscape Maintenance Agreement

This #2 Addendum to the Landscape Maintenance Agreement (this “**Addendum**”), is made and entered into as of April, 2019, by and between the Hidden Creek Community Development District (the “**District**”), and Brightview (“**Contractor**”).

Recitals

WHEREAS, the District and the Contractor entered into the Landscape Maintenance Agreement dated April 1, 2018 (the “**Original Agreement**”), incorporated by reference herein; and

WHEREAS, the District and the Contractor entered into the #1 Addendum dated March, 2019, incorporated by reference herein; and

WHEREAS, the District and the Contractor desire to add additional areas and services to the Work and to update the compensation accordingly; and

WHEREAS, the District and the Contractor 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 Contractor agree as follows:

1. The additional areas and services to be provided by the Contractor are specified in **Exhibit A** attached hereto.
2. As compensation for all work included in the Original Agreement, any previous addendums, and this Addendum, the District agrees to pay Contractor a new total amount of \$ 12,570.00 per month.
3. To the extent that any provisions of the Original Agreement or this Addendum conflict with the provisions in the exhibit, the provisions in the Original Agreement and this Addendum shall control over provisions in the exhibit.
4. Except as hereby modified, the terms and conditions of the Original Agreement, and any addendums thereto, are hereby ratified and confirmed.

[signature page to follow]

IN WITNESS WHEREOF the undersigned have executed this Addendum effective as of the date written above.

Brightview

Hidden Creek

Community Development District

Name: _____
Title: _____

Michael Lawson
Chair of the Board of Supervisors

Contract Addendum

March 26, 2019

ADDENDUM PROPOSAL FOR ADDITIONAL LANDSCAPE MANAGEMENT SERVICES

For

Hidden Creek (See outlined areas in red to be added to the scope and turned over)

Dear: Lore:

We appreciate the opportunity to propose to you how BrightView can continue to help you enhance the quality of your landscape. Our team is committed to integrating the specific landscape needs of your property with your service expectations and budget considerations. Giving careful consideration to the individuality of each landscape, BrightView, provides competitive pricing, which may include landscape maintenance, irrigation, tree care, and seasonal color programs. Our Proposal is based upon your present Scope of Work, Practical Specifications for Landscape Management and General Terms and Conditions.

An effective landscape management program is sustainable and provides value. We are confident that your property would benefit greatly from our efforts to create beauty in the appearance of your landscape while our operational efficiencies create value to your budget.

We hereby propose the following for your review:

Exterior Landscape Management (See outlined areas in red to be added to the scope)

SERVICE DESCRIPTION	MONTHLY	YEARLY
Base Management	\$ 2,533.00	\$ 30,396.00
• Mowing, String Trimming, Edging		
• Blowing Debris		
• Fertilizing St. Augustine		
• Weed, Insect and Disease Control (IPM) for registered controls as needed per BMP		
• Ornamental Pruning		
• Bed weed control		
• Ornamental fertilization		
• Irrigation inspection		
 TOTAL BASE SERVICE.....	 \$ 2,533.00	 \$ 30,396.00

OPTIONAL ADDED SERVICES

<u>SERVICE DESCRIPTION</u>	<u>MONTHLY</u>	<u>YEARLY</u>
	\$ 3,667.00	\$ 44,004.00

- Annual color 4 x per year 29 new beds
- 5,500 4" Annuals with maintenance program (Pinching, fertilization, insect control, disease and water management control.
- 16 yards of potting soil 2 x per year

The new grand total per month with all of the above included would be in the amount of \$12,570.00 per month. (Existing contract \$6,370.00 per month)

Sincerely,
BrightView Landscape Services

Approved By Signature:_____

John Cornelius

Approved By Print:_____

John Cornelius
Senior Branch Manager

Date:_____

- 13, End of Yr



SOUTHSHORE BAY

Legend

- 40' Lots
- 50' Lots
- 60' Lots
- 70' Lots
- Villa Lots
- Townhome Lots
- D - D.R. Horton
- H - Holiday
- L - Lennar
- Sold
- Pending

*** Shaded = Developed

PHASE	40'	50'	60'	70'	Villas	TH's
1A		51				
1B	35					
2A		65				
2B	32					
2C	32					
3A	49					
3B	55					
3C	60					
4A	57	49				
4B	36	48				
5A			52			
5B			32			
5C			56			
6A				42		
6B				64		
7A						75
7B						75
Total	316	277	380	0	86	148

PHASE	40'	50'	60'	70'	Villas	TH's
AA1A	40	27	33			29
AA1B						
AA2A	32					
AA2B	30	25	13			30
AA3	44	24	16			35
AA4	42	23	18			35
AA5A	44	25				35
AA5B			34			
AA6A	42	25	13			35
AA6B						
AA7	39	10	13			35
AA8A	42	24	8			35
AA8B						
Total	0	335	185	108	0	236

