

***HIDDEN CREEK
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

Regular Meeting

***Date/Time:
Wednesday, May 11, 2022
6:00 P.M.***

***Location:
Hilton Garden Inn
4328 Garden Vista Drive
Riverview, FL, 33578***

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

c/o Breeze
1540 International Parkway, Suite 2000
Lake Mary, FL 32745
813-564-7847

Board of Supervisors
Hidden Creek Community Development District

Dear Supervisors:

A Meeting of the Board of Supervisors of the Hidden Creek Community Development District is scheduled for Wednesday, **May 11, 2022 at 6:00 P.M.** at the **Hilton Garden Inn, 4328 Garden Vista Drive, Riverview, FL, 33578.**

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The agenda items are for immediate business purposes and for the health and safety of the community. Staff will present any reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Patricia Thibault

Patricia Thibault
District Manager
813-564-7847

CC: Attorney
Engineer
District Records

District: HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Wednesday, May 11, 2022

Time: 6:00 P.M.

Location: Hilton Garden Inn
4328 Garden Vista Drive
Riverview, Florida

Dial In: 301-715-8592
Meeting ID: 840 2844 0135
Passcode: 388908

Agenda

For the full agenda packet, please contact: patricia@breezehome.com

- I. Roll Call**
- II. Audience Comments** – *(limited to 3 minutes per individual on agenda items)*
- III. Business Items**
 - A. Service Agreement Amendment – Innovative Employer Solutions, Inc. **Exhibit 1**
 - B. Amortization Recalculation Agreement Hidden Creek CDD **Exhibit 2**
 - C. Hidden Creek Landscape Management Report **Exhibit 3**
- IV. Consent Agenda**
 - A. Presentation of Hidden Creek CDD Number of Qualified Electors **Exhibit 4**
- V. Staff Reports**
 - A. District Manager
 - 1. Field Services Update
 - B. District Attorney
 - C. District Engineer
- VI. Audience Comments – New Business** – *(limited to 3 minutes per individual)*
- VII. Supervisor Requests**
- VIII. Adjournment**

EXHIBIT 1

Service Agreement Amendment

Service Agreement Between Innovative Employer Solutions Inc and Hidden Creek Community Development District Dated April 1st, 2019

The Service Agreement dated April 1st, 2019, by and between Innovative Employer Solutions, Inc., a Florida corporation, (Innovative) and Hidden Creek Community Development District (Client) is hereby amended effective April 8th, 2022.

Assignment

Client agrees to accept the assignment of the above referenced service agreement to Engage HRO.

AGREED TO:

INNOVATIVE EMPLOYER SOLUTIONS, INC.

By:  4/19/2022
DocuSigned by:
2C8FEE5893E74AF...
(Date)

635 93rd Ave North
Saint Petersburg, FL 33702

CLIENT

By:  4/19/2022
DocuSigned by:
36AA13D883C14F2...
(Date)

15310 Amberly Drive, Suite 175
Tampa, Florida 33647.

EXHIBIT 2



U.S. Bank, N.A.
Global Corporate Trust
225 E. Robinson Street, Suite 250
Orlando, FL 32801

James Audette
Vice President
Email: james.audette@usbank.com
Phone: 407-835-3820 Fax: 407-835-3814

Amortization Recalculation Agreement

April 22, 2022

Hidden Creek Community Development District
c/o District Manager
1540 International Parkway, Suite 2000
Lake Mary, FL 32746

Re: Hidden Creek Community Development District Master Trust Indenture and as supplemented

Dear Sir/Madam:

U.S. Bank Trust Company, National Association ("U.S. Bank" or the "Recalculation Agent") hereby agrees with The Hidden Creek Community Development District (the "District") to act as the District's Amortization Recalculation Agent. The duties of U.S. Bank are set forth in this Amortization Recalculation Agreement (the "Agreement"). The purpose of this Agreement is to provide calculations to the District to facilitate the District's compliance with the provisions of the Indenture concerning the calculation of bond debt payments. U.S. Bank is acting as an independent contractor for this purpose and is not an agent of the District.

1. **Duties:** U.S. Bank shall have only such duties as are specifically set forth herein. U.S. Bank shall provide to the District up to two (2) re-amortization schedules per calendar year per bond issue as requested by the District. Recalculations will take into account bond redemptions as specified by the District with the goal of creating a schedule of substantially level annual debt service for the remaining bond term. The District shall be solely responsible for determining whether any such recalculated amortization schedule meets the requirements of the applicable trust indenture.
2. **Fees:** The fee for U.S. Bank's services under this Agreement will be \$250 per schedule to be paid in arrears with annual administration fees for the applicable bond issue.
3. **Termination:** Both the District and U.S. Bank will have the right to terminate this Agreement upon 30 days prior written notice.
4. **Representation of the District:** The District represents and warrants that it will provide in a timely manner all information necessary for U.S. Bank to carry out its duties under this Agreement and as otherwise requested by U.S. Bank.
5. **Reliance on Documents, etc.**



U.S. Bank may conclusively rely on the truth and accuracy of all information furnished to U.S. Bank by the District.

U.S. Bank shall not be liable for any error of judgment made in good faith. U.S. Bank shall not be liable except to the extent that a court of competent jurisdiction determines that U.S. Bank's gross negligence or willful misconduct hereunder was the sole cause of the District's loss and in no event shall U.S. Bank's liability exceed an amount equal to the fees paid by the District to U.S. Bank. Notwithstanding the preceding, in no event shall U.S. Bank be liable for incidental, indirect, special, consequential or punitive damages (including, but not limited to lost profits), even if the U.S. Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

6. Indemnification: To the extent allowed by law, the District shall indemnify and hold U.S. Bank harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder (except any loss, liability or expense as may be determined by a court of competent jurisdiction to have been caused solely by the Bank's gross negligence or willful misconduct). Such indemnification and hold harmless provision shall survive the termination of this Agreement or the Indenture or discharge of the Bonds.
7. Waiver of Jury Trial: EACH OF THE DISTRICT AND U.S. BANK KNOWINGLY WAIVES ANY RIGHT TO TRIAL BY JURY.
8. Agreement Governed by Florida Law: The terms and conditions of this Agreement shall be governed by the laws of the State of Florida without application of its conflicts of laws principles.
9. Amendments: This Agreement may be amended only by a written instrument executed by both parties.
10. Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the recalculation of amortization schedules.

This Agreement shall be effective upon the District's acceptance hereof as indicated below.

Sincerely,
U.S. Bank Trust Company, National Association

Approved and Accepted:
Hidden Creek Community Development District

By: James Audette
Its: Vice President

By: _____
Its: _____
Date: _____

EXHIBIT 3



BrightView

Landscape Services, INC.

LANDSCAPE MANAGEMENT REPORT

Client: Hidden Creek Date: 4-11-22

LAWN MAINTENANCE SERVICES FOR THIS WEEK:

MOW



All Turf



Selected Areas

BLOW OFF/VACUUM

EDGE



Pavement



Plant Beds

Roadway + Hardscape

WEEDEAT



DEBRIS REMOVAL



Picked up trash

HORTICULTURAL SERVICES FOR THIS WEEK:

PRUNE



Shape



Deadwood



Shear

WEED



FERTILIZE



Seasonal



Spot

PEST CONTROL



Fungicide



Herbicide



Insecticide

IRRIGATION ADVISORY

NEXT WEEK'S PLANS/COMMENTS

Mowing Service

Maria Adams

YOUR LANDSCAPE MANAGER

EXHIBIT 4



April 18, 2022

To whom it may concern,

As per F.S. 190.006, you'll find the number of qualified registered electors for your Community Development District as of April 15, 2022, listed below.

Community Development District	Number of Registered Electors
Hidden Creek	1069

We ask that you respond to our office with a current list of CDD office holders by **June 1st** and that you update us throughout the year if there are changes. This will enable us to provide accurate information to potential candidates during filing and qualifying periods.

Please note it is the responsibility of each district to keep our office updated with current district information. If you have any questions, please do not hesitate to contact me at (813) 384-3944 or ewhite@votehillsborough.gov.

Respectfully,

Enjoli White
Candidate Services Manager

