



Rizzetta & Company

Hidden Creek North Community Development District

**Board of Supervisors' Meeting
December 5, 2023**

**District Office:
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544
813.994.1001**

www.hiddencreeknorthcdd.org

HIDDEN CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, 5844 Old Pasco Road Suite 100, Wesley Chapel, FL 33544

www.hiddencreeknorthcdd.org

Board of Supervisors	Ebony Bennett Michael Hunt Jose Garcia Edward Schill Jamie Schill	Chairman Assistant Secretary Assistant Secretary Vice Chairman Assistant Secretary
District Manager	Daryl Adams	Rizzetta & Company, Inc.
District Counsel	Michael Eckert	Kutak Rock LLP
District Engineer	David Fleeman	Florida Design Consultants

All Cellular phones and pagers must be turned off while in the meeting room.

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 994-1001. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

HIDDEN CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
District Office · Wesley Chapel, Florida (813) 994-1001
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
<https://www.hiddencreeknorthcdd.org>

November 30, 2023

**Board of Supervisors
Hidden Creek North
Community Development District**

REVISED AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Hidden Creek North Community Development District will be held on **Tuesday, December 5, 2023, at 10:00 a.m.** at the offices of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Wesley Chapel, Suite 100, Tampa, Florida 33544. The following is the agenda for this meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ITEMS**
- 4. STAFF REPORTS**
 - A. Landscape Inspection Services
 1. Presentation of Field Inspection Report and Scope of Services Tab 1
 - B. Aquatic Maintenance
 1. Presentation of AWC Aquatics Report Tab 2
 - C. District Counsel
 1. Consideration of the Landscape & Irrigation Maintenance Services Agreement 2023 Tab 3
 2. Consideration of the License Agreement with HOA for Event in CDD Common Areas Tab 4
 - D. District Engineer
 1. Discussion on Zoning Tab 5
 - E. District Manager
 1. Presentation of District Manager Report and Monthly Financial Statement (**Under Separate Cover**)
 2. Discussion of Entrance Repair Tab 6
- 5. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors Meeting held on November 20, 2023 Tab 7
 - B. Consideration of the Operation and Maintenance Expenditures for October 2023 Tab 8
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 994-1011.

Sincerely,
Daryl Adams
District Manager

Tab 1

Hidden Creek North

Landscape Inspection Report



November 27, 2023
Rizzetta & Company
Jason Liggett – Landscape Specialist



Rizzetta & Company
Professionals in Community Management

Summary

General Updates, Recent & Upcoming Maintenance Events.

- ❖ Provide the district with the dates of the last fertilization to ornamentals and turf area.
- ❖ What is the current status of the irrigation onsite? Do we still have issues throughout the property.

The following are action items for Pine Lake Landscaping to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Orange** text represents Staff and **bold, black, underlined** represents questions or information for the BOS.

1. Throughout the common area spaces on Daisy Meadow Loop to include the mail kiosk treat the turf weeds in the Saint Augustine with selective herbicides.
2. Eradicate the ant mounds in the common areas on Daisy Meadow Loop once eradicated rake down the mounds.(Pic 2)
5. During mowing services make sure on Saint Augustine that mowers are on the highest setting possible. At least 4.5 to 5 inches. During my inspection mowing was just done and there was noticeable scalping.(Pic 5)



3. Treat the Fakahatcee grass on Daisy Meadow Loop for spider mites and perform a rejuvenation prune to the material. This area is to the west of the mail kiosk across from the homes on the pond bank.
4. Treat the ant mounds throughout the turf areas on Hidden Creek Blvd at the main entrance to the community.



Hidden Creek North

6. Remove the plant blocking the light on the inbound side at the main monument sign. You can also see where the light is burning the plant. (pic 6)



7. Diagnose and treat the decline in the Bird of Paradise in the center island at the main entrance on Hidden Creek Blvd.(pic 7)



8. Diagnose and treat the decline in the gold mound duranta throughout the center island on Hidden creek Blvd. Check for white fly. (Pic 8>)
9. Remove the dead heads from the bird of paradise on the back of the center island at the Castle Ridge road entrance.
10. On the inbound and outbound side of the Castle Ridge Road entrance diagnose and

the awabuki hedges. These are showing signs of fungus. I'm assuming the irrigation is working in this area.(Pic 10)



11. During my inspection I counted 9 Hollies that are dead along with 2 palms that are completely dead. These will need to be replaced does the board want a cost to have this done.
12. Also present on Eiland Blvd you have quite a few dead Viburnum that are along the white vinyl fences that are dead. These look to be from lack of irrigation to these areas. Lawn medics can provide a price to have these replaced.
13. When is the last time the sabal palms have received Fertilizer? These need some help on Eiland blvd.



Hidden Creek North

14. Remove the vines hanging from the Sabal palm to the west of the Castle ridge road entrance.(pic 14)



15. Remove the metal sign shaft that is in the bed spaces to the west of the Castle Ridge Road entrance about halfway down the vinyl fence.(pic 15)



16. During my inspection there were a lot of areas with cut drip line along the vinyl fences on Castle Ridge Road. Has an inspection been done to the irrigation in this area?(pic 16)

17. Treat the Fakahatchee grasses along Eiland Blvd and perform a rejuvenation prune to this material.

18. Diagnose and treat the decline in the gold mound duranta on the inbound side of the Castle Ridge road entrance.

19. During my inspection, the pond mowing look to the good and in decent shape.

20. Treat the Fakahatchee grasses on Hidden Creek Blvd for spider mites across from Shade Fern Lane. Once treated perform a cutback to this material(pic 20)



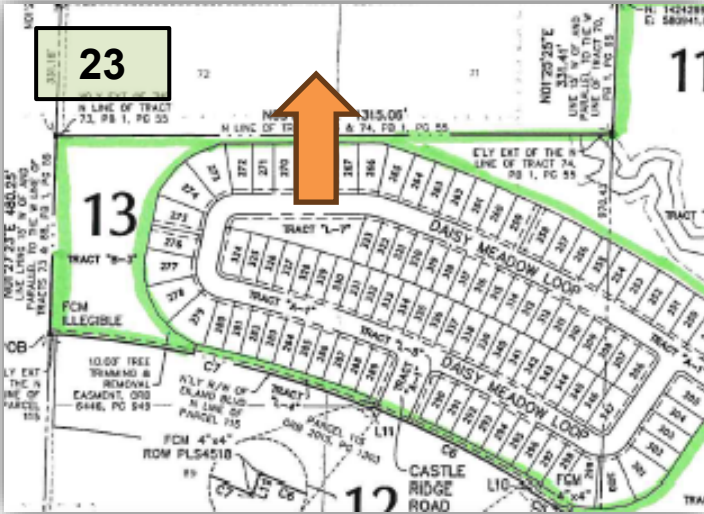
21. Treat the ROW on Hidden Creek Blvd for turf weeds. When is the last time this was done with a selective herbicide?

22. When was the last fertilization to ornamentals and turf done in the community?



Hidden Creek North

23. Behind the homes on Daisy Meadow Loop remove the sucker growth on the oak trees. Remove the black straps from the trees as well. (Pic 23,23a)



24. In the same area above there was irrigation lines broke that need to be investigated.

25. On the northside of the farthest west pond in Hidden Creek Near the school we have some bad erosion on one of the lakes that needs to be looked at. (Pic 25>)



SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

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

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

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

1A) POND MOWING - All ponds identified as such on the overall Riverbend West Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at water’s edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. This is slightly higher than the mow height in common area Bahia plantings in

flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water's edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

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

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

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent street lights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include

maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs depending on location and species of tree but shall vary according to DOT specs.) All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from all trees on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

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

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS OR LAKE BANKS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

Palms: All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor

shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

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

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

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

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are

not to be left for more than two hours, unless otherwise noted above. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

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

PART 2

FERTILIZATION

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

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

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

All Bahia Areas:

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

All St. Augustine Sod:

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

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

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

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

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

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

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

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

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

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-0P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September & November). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

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

CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may

result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

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

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

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

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

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

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

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

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

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

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all existing irrigation systems to date: approximately () Controllers, () pump & wells & (-) zones.

These inspections shall include:

A. Irrigation Controllers

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

B. Water Sources

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

C. Irrigation Systems

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

D. Report

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

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

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

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

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

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

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

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

PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, tree rings) with Medium Pine Bark Mulch twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction. There will also be an area in the Bid Form where Contractor shall supply a price for Shredded Cypress mulch should the CDD decide to change.

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

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

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

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

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

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

[END OF SECTION]

Tab 2



AQUATIC WEED CONTROL, Inc.

Orlando - Ft. Myers - Tampa - Daytona Beach 800-543-6694

Lake & Wetland Customer Service Report

Job Name: _____

Customer Number: 1156 Customer: HIDDEN CREEK NORTH CDD

Technician: Jose and dakota

Date: 11/27/2023 Time: 01:20 PM

Customer Signature: _____

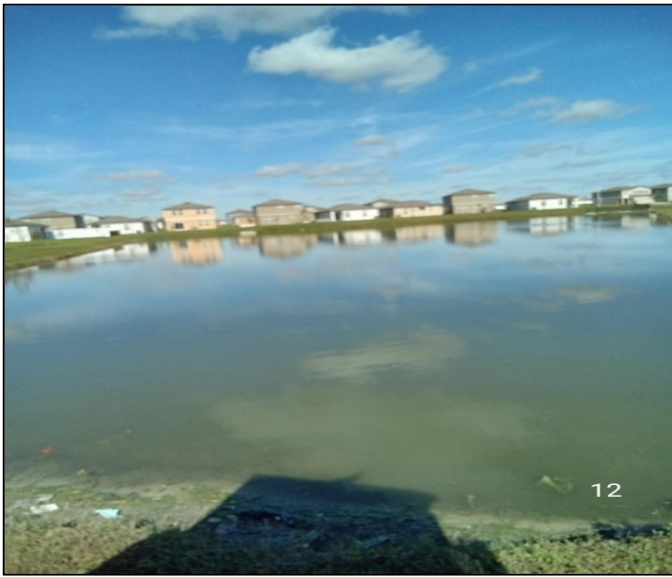
Waterway Treatment	Algae	Submersed Weeds	Grasses and brush	Floating Weeds	Blue Dye	Inspection	Request for Service	Restriction	# of days
3			X						
12	X		X						
11	X		X						
14			X						
13			X						

CLARITY	FLOW	METHOD	CARP PROGRAM	WATER LEVEL	WEATHER
<input checked="" type="checkbox"/> < 1'	<input type="checkbox"/> None	<input checked="" type="checkbox"/> ATV	<input type="checkbox"/> Boat	<input type="checkbox"/> High	<input checked="" type="checkbox"/> Clear
<input type="checkbox"/> 1-2'	<input checked="" type="checkbox"/> Slight	<input type="checkbox"/> Airboat	<input type="checkbox"/> Truck	<input checked="" type="checkbox"/> Normal	<input type="checkbox"/> Cloudy
<input type="checkbox"/> 2-4'	<input type="checkbox"/> Visible	<input type="checkbox"/> Backpack	<input type="checkbox"/> Barrier Inspected	<input type="checkbox"/> Low	<input checked="" type="checkbox"/> Windy
<input type="checkbox"/> > 4'					<input type="checkbox"/> Rainy

FISH and WILDLIFE OBSERVATIONS

<input checked="" type="checkbox"/> Alligator	<input type="checkbox"/> Catfish	<input type="checkbox"/> Gallinules	<input type="checkbox"/> Osprey	<input type="checkbox"/> Woodstork
<input type="checkbox"/> Anhinga	<input checked="" type="checkbox"/> Coots	<input type="checkbox"/> Gambusia	<input type="checkbox"/> Otter	<input type="checkbox"/> _____
<input type="checkbox"/> Bass	<input type="checkbox"/> Cormorant	<input type="checkbox"/> Herons	<input type="checkbox"/> Snakes	<input type="checkbox"/> _____
<input type="checkbox"/> Bream	<input type="checkbox"/> Egrets	<input type="checkbox"/> Ibis	<input type="checkbox"/> Turtles	

NATIVE WETLAND HABITAT MAINTENANCE	Beneficial Vegetation Notes:
<input checked="" type="checkbox"/> Arrowhead	<input type="checkbox"/> Naiad
<input type="checkbox"/> Bacopa	<input type="checkbox"/> Pickerelweed
<input type="checkbox"/> Blue Flag Iris	<input type="checkbox"/> Soft Rush
<input type="checkbox"/> Bulrush	<input type="checkbox"/> _____
<input type="checkbox"/> Chara	<input type="checkbox"/> _____
<input type="checkbox"/> Cordgrass	<input type="checkbox"/> _____
<input type="checkbox"/> Golden Canna	
<input type="checkbox"/> Gulf Spikerush	
<input type="checkbox"/> Lily	







AQUATIC WEED CONTROL, Inc.

Orlando - Ft. Myers - Tampa - Daytona Beach 800-543-6694

Lake & Wetland Customer Service Report

Job Name: _____

Customer Number: 1156 Customer: HIDDEN CREEK NORTH CDD

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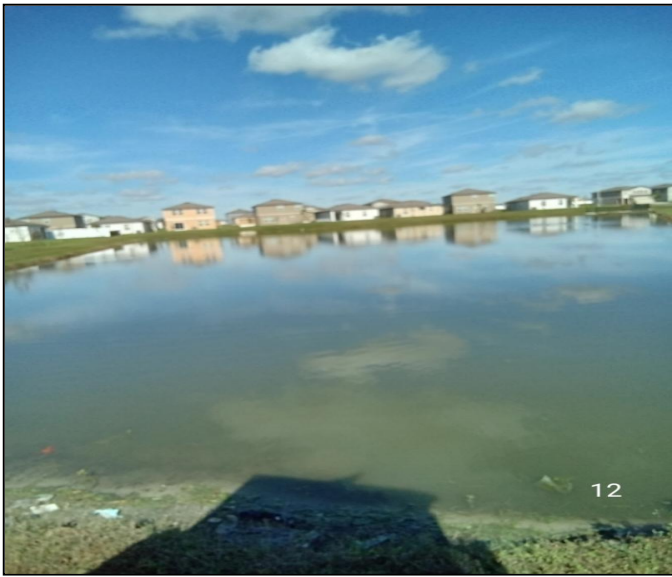
Waterway Treatment	Algae	Submersed Weeds	Grasses and brush	Floating Weeds	Blue Dye	Inspection	Request for Service	Restriction	# of days
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12	X		X						
11	X		X						
14			X						
13			X						

CLARITY	FLOW	METHOD	CARP PROGRAM	WATER LEVEL	WEATHER
<input checked="" type="checkbox"/> <1'	<input type="checkbox"/> None	<input checked="" type="checkbox"/> ATV	<input type="checkbox"/> Boat	<input type="checkbox"/> High	<input checked="" type="checkbox"/> Clear
<input type="checkbox"/> 1-2'	<input checked="" type="checkbox"/> Slight	<input type="checkbox"/> Airboat	<input type="checkbox"/> Truck	<input checked="" type="checkbox"/> Normal	<input type="checkbox"/> Cloudy
<input type="checkbox"/> 2-4'	<input type="checkbox"/> Visible	<input type="checkbox"/> Backpack	<input type="checkbox"/> Barrier Inspected	<input type="checkbox"/> Low	<input checked="" type="checkbox"/> Windy
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<input type="checkbox"/> Anhinga	<input checked="" type="checkbox"/> Coots	<input type="checkbox"/> Gambusia	<input type="checkbox"/> Otter	<input type="checkbox"/> _____
<input type="checkbox"/> Bass	<input type="checkbox"/> Cormorant	<input type="checkbox"/> Herons	<input type="checkbox"/> Snakes	<input type="checkbox"/> _____
<input type="checkbox"/> Bream	<input type="checkbox"/> Egrets	<input type="checkbox"/> Ibis	<input type="checkbox"/> Turtles	

NATIVE WETLAND HABITAT MAINTENANCE	Beneficial Vegetation Notes:
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<input type="checkbox"/> Bulrush	<input type="checkbox"/> _____
<input type="checkbox"/> Chara	<input type="checkbox"/> _____
<input type="checkbox"/> Cordgrass	<input type="checkbox"/> _____
<input type="checkbox"/> Golden Canna	
<input type="checkbox"/> Gulf Spikerush	
<input type="checkbox"/> Lily	





Tab 3

**HIDDEN CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into this 5th day of December 2023, by and between:

HIDDEN CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 (“**District**”); and

THE LAWN MEDIC SERVICES, INC., a Florida corporation, with a mailing address of P.O. Box 3938, Plant City, Florida 33563 (“**Contractor**,” and collectively with the District, the “**Parties**”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, landscape and irrigation maintenance services; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so in accordance with its proposal submitted to the District;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. SCOPE OF SERVICES. The Contractor shall provide the services as described in the Scope of Services, attached hereto as **Exhibit A** (“**Work**”). The Services shall be provided for the green-colored areas on the Landscape Maintenance Area Map attached hereto as **Exhibit B**. The green-colored area outlined in yellow on **Exhibit B** is to be mowed by a bushhog mower. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract

for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. 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.

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 Representatives (defined below).

Contractor, in conducting the Work, shall use all due care to protect against any harm to persons or property. If the Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

4. MONITORING OF SERVICES. The District shall designate in writing one or more persons to act as the District’s representatives with respect to the services to be performed under this Agreement (“**District Representatives**”). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor’s services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Daryl Adams and other representatives of Rizzetta & Company, Inc., to act as the District Representatives. The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each month with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives at least bi-weekly to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether 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. If the Contractor does not respond or take action within the specified time period, and subject to Section 17, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor \$100 per day; to withhold some or all of the Contractor's payments under this Agreement; and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.

5. 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.

6. EFFECTIVE DATE. This Agreement shall be binding and effective as of the date first written above and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. COMPENSATION; TERM.

- a. Work under this Agreement shall begin on the date first written above and shall remain in effect for a period of one (1) year ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, the District may elect, in its sole discretion, to renew this Agreement on the same terms for an additional one-year period.
- b. As compensation for the Work, the District agrees to pay Contractor Dollars (\$) per month. Contractor shall invoice the District monthly for Work performed during the prior month. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("**ASO**"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed ASO, an example of which is attached as **Exhibit C**. The Contractor shall be compensated for such agreed additional work and/or services based upon a

payment amount derived from the prices set forth in the Contractor's pricing summary (attached as part of **Exhibit A**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, 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 sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid.

8. INSURANCE.

- a. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii. Employer's Liability Coverage with limits of at least \$500,000 per accident or disease.
 - iii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$2,000,000 combined single limit bodily injury and property damage liability, and further including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
 - v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and shall have limits of at least \$2,000,000 per occurrence and \$2,000,000 on aggregate.
- b. The District, its staff, supervisors and consultants shall be named as additional insureds (except with respect to the Worker's Compensation Insurance). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII.
- c. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

9. INDEMNIFICATION.

- a. Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage,

whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

- b. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.
- c. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultants limitations on liability contained in section 768.28, *Florida Statutes* or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

10. ENVIRONMENTAL ACTIVITIES. The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

11. ACCEPTANCE OF THE SITE. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the bid, and that 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. 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, and except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. 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.

12. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping

services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

- (a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.
- (b) Contractor shall furnish detailed Purchase Order Requisition Forms (“Requisitions”) for all materials to be directly purchased by the District.
- (c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.
- (d) The purchase order issued by the District shall include the District’s consumer certificate of exemption number issued for Florida sales and use tax purposes.
- (e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor’s possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.
- (f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District’s issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.
- (g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.
- (h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

13. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall 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 act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any

requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

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

15. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

16. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

17. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

18. PERMITS AND LICENSES. All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

19. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld, provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or

equity securities, consolidation, change or control or corporate reorganization. Any purported assignment of this Agreement without such prior written approval shall be void.

20. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

21. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

22. AGREEMENT. This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency / conflict between this document, and the Exhibits, this document and the Exhibits shall be read in harmony to fulfill the intent of this Agreement, provided however that in the event of an irreconcilable inconsistency / conflict, this document shall control.

23. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

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

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

26. NOTICES. Any notice, demand, request or communication required or permitted hereunder (“**Notice**”) shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Hidden Creek North Community
Development District

5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: The Lawn Medic Services, Inc.
P.O. Box 3938
Plant City, Florida 33563
Attn: _____

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

27. 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.

28. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Pasco County, Florida.

29. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Daryl Adams (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District

to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 994-1001, DARRYL@RIZZETTA.COM, AND 5844 OLD PASCO ROAD, SUITE 100, WESLEY CHAPEL, FLORIDA 33544.

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

31. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. 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.

32. 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.

33. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work,

Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 34. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 35. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

SECTION 36. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Signatures on following page]

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

ATTEST:

**HIDDEN CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

THE LAWN MEDIC SERVICES, INC.

By: _____
Its: _____

By: _____
Its: _____

- EXHIBIT A:** Scope of Services
- EXHIBIT B:** Landscape Maintenance Area Map
- EXHIBIT C:** Form of Additional Services Order

EXHIBIT A

Scope of Services

MOWING:

- All turf will be mowed once each week while in the growing season All turf will be mowed every other week or as conditions warrant, during the dormant season
- All embankments and retention ponds will be mowed to water's edge.
- All accumulations of clippings will be removed.
- Mowing height will depend on the season. Typically, the height will range from 3" to 5".
- Any area too wet for proper mowing will be mowed when the ground is dry enough to allow for it.

EDGING:

- All surrounding turf areas adjacent to paved surfaces or structural edges such as sidewalks, driveways, parking lots, curbs, headers and retaining walls, will be edged with a "blade edger" in order to maintain a clean, crisp and consistent edge line.
- Bed edges will be kept clean and well-defined around color beds, shrub beds, open beds and tree trunks, so as to prevent encroachment from lawn but not so frequently that the bed line expands into the turf.

WEEDING:

- Weeding by hand or chemical means of all plant bed areas as often as necessary to maintain a reasonably weed-free condition commensurate with the season.
- Groundcover beds infested with weeds will be chemically treated.
- Weed control in curbs, ground between plants, joints in walks, decks, and driveways (paved and concrete areas) will be performed using appropriate manual (Hand pulling), mechanical (Spin trimming) and/or chemical (Herbicide) control. Herbicides will be applied with care so as not to injure adjacent desirable plants.

PRUNING AND TRIMMING:

- Pruning of all ornamental shrubbery up to a height of **Six (6) feet**.
- Performance of **Twelve (12)** pruning rotations per year performed on a monthly basis.
- Removal of all generated debris from the property.

- Selective pruning will be performed on all ornamental trees and plants in order to maintain the natural habit of the plant and to ensure health and vigor.
- Tree limbs will be trimmed or pruned up to a height of **Eight (8) feet**. Trees will be pruned to an overhead clearance of eight feet for walkways and free of suckers from trunk or base. No limbs larger than 1 ½ inches in diameter will be trimmed or removed.

CLEAN UP:

- All trimmings and clippings will be collected and removed from the property.
- All sidewalks will be blown off in order to remove all debris generated during the performance of this contract.
- All lawn areas will be cleared of litter and debris before mowing, so as not to shred or scatter foreign matter.

Bushhogging of Pond area-

Mowing of the ponds along Eliand Blvd. During the months of April, May, June, July, August, September and October pond will be mowed 2x per month billed at \$1200.00 per Month. During the now growing season Months of November, December, January, February and March Ponds will be mowed every other Month billed at \$1200.00 per Mow.

January- No mow

February – Mow

March- No mow

April – Mow

May- Mow

June-Mow

July- Mow

August- Mow

September- Mow

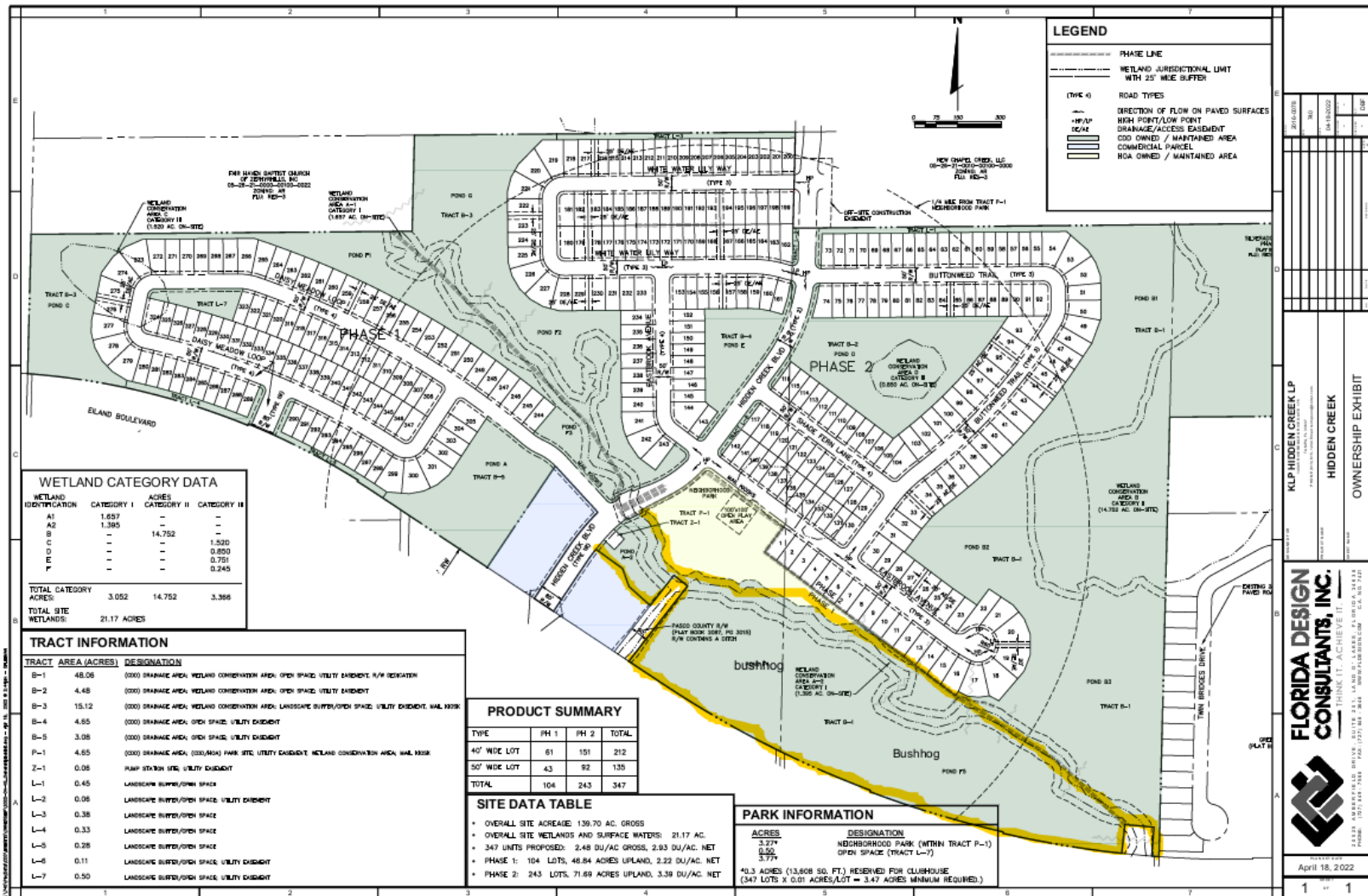
October- Mow

November- NO Mow

December – Mow

EXHIBIT B

Landscape Maintenance Area Map



WETLAND IDENTIFICATION	CATEGORY I ACRES	CATEGORY II ACRES
A1	1.657	-
A2	1.385	-
B	-	14.752
C	-	1.530
D	-	0.893
E	-	0.751
F	-	0.245
TOTAL CATEGORY ACRES:	3.052	14.752
TOTAL SITE WETLANDS:	21.17 ACRES	

TRACT	AREA (ACRES)	DESIGNATION
B-1	48.06	(000) DRAINAGE AREA, WETLAND CONSERVATION AREA, OPEN SPACE, UTILITY EXHIBIT, R/W SEWERAGE
B-2	4.48	(000) DRAINAGE AREA, WETLAND CONSERVATION AREA, OPEN SPACE, UTILITY EXHIBIT
B-3	15.12	(000) DRAINAGE AREA, WETLAND CONSERVATION AREA, LANDSCAPE BUFFER, OPEN SPACE, UTILITY EXHIBIT, WAL. 100%
B-4	4.65	(000) DRAINAGE AREA, OPEN SPACE, UTILITY EXHIBIT
B-5	3.08	(000) DRAINAGE AREA, OPEN SPACE, UTILITY EXHIBIT
P-1	4.65	(000) DRAINAGE AREA, (000) PARK SITE, UTILITY EXHIBIT, WETLAND CONSERVATION AREA, WAL. 100%
Z-1	0.08	PUMP STATION SITE, UTILITY EXHIBIT
L-1	0.45	LANDSCAPE BUFFER/OPEN SPACE
L-2	0.06	LANDSCAPE BUFFER/OPEN SPACE, UTILITY EXHIBIT
L-3	0.38	LANDSCAPE BUFFER/OPEN SPACE
L-4	0.33	LANDSCAPE BUFFER/OPEN SPACE
L-5	0.28	LANDSCAPE BUFFER/OPEN SPACE
L-6	0.11	LANDSCAPE BUFFER/OPEN SPACE, UTILITY EXHIBIT
L-7	0.50	LANDSCAPE BUFFER/OPEN SPACE, UTILITY EXHIBIT

TYPE	PH 1	PH 2	TOTAL
40' WIDE LOT	61	151	212
50' WIDE LOT	43	92	135
TOTAL	104	243	347

OVERALL SITE ACRES:	139.70 AC. GROSS
OVERALL SITE WETLANDS AND SURFACE WATERS:	21.17 AC.
347 UNITS PROPOSED:	2.48 DU/AC GROSS, 2.93 DU/AC NET
PHASE 1:	104 LOTS, 48.84 ACRES UPLAND, 2.22 DU/AC NET
PHASE 2:	243 LOTS, 71.69 ACRES UPLAND, 3.39 DU/AC NET

ACRES	DESIGNATION
3.27*	NEIGHBORHOOD PARK (WITHIN TRACT P-1)
0.50	OPEN SPACE (TRACT L-7)
3.77*	
*0.3 ACRES (13,808 SQ. FT.) RESERVED FOR CLUBHOUSE (347 LOTS X 0.01 ACRES/LOT = 3.47 ACRES MINIMUM REQUIRED.)	

KLP HIDDEN CREEK LP
HIDDEN CREEK
OWNERSHIP EXHIBIT

FLORIDA DESIGN CONSULTANTS, INC.
THINK IT. ACHIEVE IT.

APRIL 18, 2022

EXHIBIT C
Form of Additional Services Order

**WORK AUTHORIZATION FOR ADDITIONAL LANDSCAPE AND IRRIGATION
MAINTENANCE SERVICES**

THIS WORK AUTHORIZATION (the “**Work Authorization**”), dated _____, 202_ authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Services Agreement* (the “**Agreement**”), dated _____, 202_ , by and between:

HIDDEN CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Pasco County, Florida, and having offices at and having offices at c/o Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 (“**District**”); and

THE LAWN MEDIC SERVICES, INC., a Florida corporation, with a mailing address of 4827 Beauchamp Road, Plant City, Florida 33563 (the “**Contractor**,” and collectively with the District, the “**Parties**”).

SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement and any Exhibits and Amendments thereto, the Contractor will provide additional landscape and irrigation maintenance services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “**Additional Services**”).

SECTION 2. COMPENSATION. It is understood and agreed that the payment of compensation for the Additional Services under this Work Authorization shall be in the amount set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

**HIDDEN CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

THE LAWN MEDIC SERVICES, INC.

Witness

By: _____
Its: _____

Exhibit A: Proposal/Scope of Additional Services

Tab 4

NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN THE HIDDEN CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT AND HIDDEN CREEK NORTH HOMEOWNERS ASSOCIATION, INC. REGARDING THE USE OF RECREATIONAL FACILITIES

THIS LICENSE AGREEMENT (“**Agreement**”) is made and entered into this ___ day of _____, 2023, by and between:

HIDDEN CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Pasco County, Florida, and with offices at 5844 Old Pasco Road, Suite100, Tampa, Florida 33544 (“**District**”), and

HIDDEN CREEK NORTH HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, with a mailing address of P.O. Box 1899, Wauchula, Florida 33873 (“**Licensee**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District owns, operates, and/or maintains various facilities within the boundaries of the District, including certain open common areas as depicted in **Exhibit A** (“**Common Areas**”), attached hereto and incorporated herein by reference; and

WHEREAS, the Licensee has asked the Board of Supervisors of the District for permission to provide events for residents of the District at the Common Areas (“**Events**”); and

WHEREAS, the District is willing to grant a non-exclusive, revocable license allowing the Licensee to enter the Common Areas for the purposes of providing the Events, provided that such use does not impeded the District’s operation of the recreational facilities as a public improvement and as further subject to the terms as provided herein.

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 Licensee agree as follows:

- 1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Agreement.
- 2. GRANT OF LICENSE.** The District hereby grants to the Licensee a non-exclusive, revocable license to enter the Common Areas for the purpose of providing the Events (“**License**”).

3. CONDITIONS OF THE LICENSE. The License is subject to the following terms and conditions:

A. The Licensee's use of the Common Areas shall be for the sole purpose of the Events and reasonable ingress and egress thereto.

B. The Licensee shall coordinate the Events directly with the District Manager or his/her designee. The Licensee shall schedule all Events in advance pursuant to the terms set forth by the District Manager or his/her designee, who shall have final and absolute discretion with respect to matters related to the scheduling and designation of the Common Areas where Events may be provided.

C. The Licensee's use of the Common Areas shall not impede public use of any District property. The Licensee's use of the Common Areas is subject to the rules and policies of the District and the District shall have the right to take such actions as are necessary to preserve the health, safety, and welfare of its residents, landowners, lands, and facilities.

D. The Licensee shall use all due care to protect the property of the District, its residents and landowners from damage, and to require any participants in the Events to do the same. The Licensee agrees to assume responsibility for any and all damage to District property as a result of Licensee's use of the Common Areas under this Agreement, which may be attributable to an act or omission by the Licensee or its agents or invitees. In the event of damage to District Property as a result of Licensee's use of the property, the District shall notify the Licensee of the damage and the Licensee agrees that the District may make arrangements for repairs which the District, in its sole discretion, deems necessary in accordance with Section 3.C. herein. The Licensee agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of the repairs made under this paragraph.

E. The District or its duly authorized agents have the right at any and all times to enter and inspect the Common Areas for compliance with the provisions of this Agreement.

Should the Licensee fail to comply with this section, the District may immediately terminate this Agreement, notwithstanding any provisions to the contrary and shall hold Licensee liable.

4. EFFECTIVE DATE; TERM. This Agreement shall become effective on the date first written above and shall continue in full force and effect for a period of ten (10) years from such date, unless revoked or terminated earlier in accordance with Paragraph 5, below. The Agreement may be renewed, however, subject to the parties' agreement on the terms of such renewal.

5. REVOCATION AND TERMINATION. The District and the Licensee acknowledge and agree that the License granted herein is a mere privilege and may be revoked, in whole or in part, with or without cause, at the sole discretion of the District. In the event the District exercises its right to revoke the License, the District shall provide Licensee written notice of the revocation, which shall be effective immediately upon receipt by Licensee of the notice. Licensee may terminate this Agreement upon written notice to the District.

6. CONDITION OF THE COMMON AREAS. The District assumes no liability or obligation to Licensee as to the condition of the Common Areas. The Common Areas are granted in “as is” condition.

7. INDEMNIFICATION; LIMITATION ON LIABILITY. Licensee shall defend, indemnify and hold harmless the District and its supervisors, agents, staff and representatives, from and against any loss, damage, injury, claim, demand, cost and expense (including legal expense) or injury arising from a) Licensee's occupation or use of the Common Areas, and, b) Licensee's operations, negligence or willful conduct occurring in or on any part of the Common Areas. The Licensee hereby assumes all risk with respect to its use of the Common Areas. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party, including but not limited to guests, invitees and licensees, for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. The provisions of this Paragraph 7 shall survive revocation or termination of this Agreement.

8. INSURANCE. Licensee shall maintain and keep in force with an insurance company licensed or authorized to do business in the State of Florida and throughout the entire term of this Agreement, a policy or policies of general comprehensive liability insurance covering the Common Areas in an amount normally maintained by Licensee as an owner of property similar to the Common Areas, with a broad form comprehensive general liability endorsement which shall name the District, its supervisors, staff and consultants as additional insured parties and which insurance coverage shall be primary, regardless of whether the District shall maintain other insurance on the Common Areas. Upon the District's request, Licensee shall furnish the District with written evidence that such insurance coverage is in force and effect.

9. RECOVERY OF COSTS AND FEES. In the event the District is required to enforce this Agreement by court proceedings or otherwise, then if successful, the District shall be entitled to recover from the Licensee all fees and costs incurred, including reasonable attorneys' fees and costs.

10. DEFAULT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

11. ASSIGNMENT. The Licensee may not assign its rights, duties or obligations under this Agreement without the prior written approval of the District. Any purported assignment without said written authorization shall be void.

12. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

13. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Any previous agreements related to the subject matter set forth herein, whether verbal or written, are hereby superseded.

14. NOTICES. All notices, requests, consents, and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the parties as follows:

A. If to the District: Hidden Creek North Community
Development District
5844 Old Pasco Road, Suite 100
Tampa, Florida 33544
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Licensee: Hidden Creek North Homeowners
Association, Inc.
P.O. Box 1899
Wauchula, Florida 33873
Attn: _____

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

15. CONTROLLING LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Pasco County, Florida.

16. PUBLIC RECORDS. Licensee acknowledges and agrees that all documents of any kind relating to this Agreement may be public records and shall be treated as such in accordance with Florida law.

17. ARM'S LENGTH NEGOTIATION. This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.

18. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason of, 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 nor shall be construed to confer upon any person or legal entity other than the parties hereto 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 be binding upon the parties hereto and their respective representatives, successors and assigns.

19. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of each of the parties hereto, each of the parties has complied with all the requirements of law and each of the parties has full power and authority to comply with the terms and conditions of this Agreement.

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

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

22. 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.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

[SIGNATURES ON FOLLOWING PAGE]

Attest:

**HIDDEN CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

Witness

**HIDDEN CREEK NORTH HOMEOWNERS
ASSOCIATION, INC.**

Signature

By: _____

Its: _____

Print Name of Witness

Exhibit A: Map of the Common Areas

Exhibit A

Map of the Common Areas

Tab 5

SECTION 523. - PO-1 PROFESSIONAL OFFICE DISTRICT

523.1. - Purpose.

The provisions of this district are to minimize the effects generally associated with strip commercial development along roadways, reduce pedestrian and vehicular traffic, and minimize frequent ingress and egress to the highway or major road from abutting uses. The PO-1 Professional Office District is designed to be compatible with residentially developed districts and enhance land use development along the County's major highways and roads.

523.2. - Permitted Uses.

A. *Principal Uses.*

1. Professional offices or services.
2. Business services, such as advertising agencies, travel agencies, secretarial and telephone answering services, publishing (business office only), data processing, and court reporter services.
3. Financial services, such as insurance, accountants, economic consultants, and stock brokerage and investments firms, but excluding banks and savings and loans.
4. Community Gardens in accordance with this Code, Section 530.23.
5. Veterinary clinic provided that such use shall be conducted wholly within a completely enclosed building.

B. *Accessory Uses.* Accessory uses and structures customarily incidental to an allowed principal use.

523.3. - Conditional Use

Market Gardens and Community Farms in accordance with this Code, Section 530.23.

523.4. - Special Exception Use

Day-care Centers.

523.5. - Areas, Density, and Lot Width Requirements

- A. *Minimum Lot Area:* 10,000 square feet.
- B. *Minimum Lot Width:* 80 feet.

523.6. - Coverage Regulations

All buildings, including accessory buildings, shall not cover more than 35 percent of the total lot area.

523.7. - Yard Regulations

The following, minimum building line setbacks measured from the property lines are required in yard areas listed below, unless otherwise specified:

- A. Front: 35 feet.
- B. Side: 7.5 feet.
- C. Rear: 15 feet.

523.8. - Height Regulations

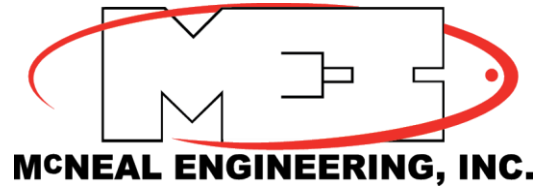
Building height: 35-foot maximum, except in an Urban Service Area where there is no maximum building height. For exceptions, see this Code, Chapter 500, Supplemental Regulations.

523.9. - On-Site Parking

On-site parking shall be supplied in accordance with this Code, Section 907.1.

523.10. - Development Plan

Development plans shall be submitted in accordance with this Code, Chapter 400.



Pasco County
Planning and Development Department
8731 Citizens Drive Suite 210
New Port Richey, FL 34654

Re: **HIDDEN CREEK MPUD NON-SUBSTANTIAL
MODIFICATION**
Eiland Blvd
Pasco County
Parcel ID #05-26-21-0010-06900-0020
PREAPP-2022-00506

MEI File #22-049
March 3, 2023

APPROVED AND PROPOSED CONDITION #25

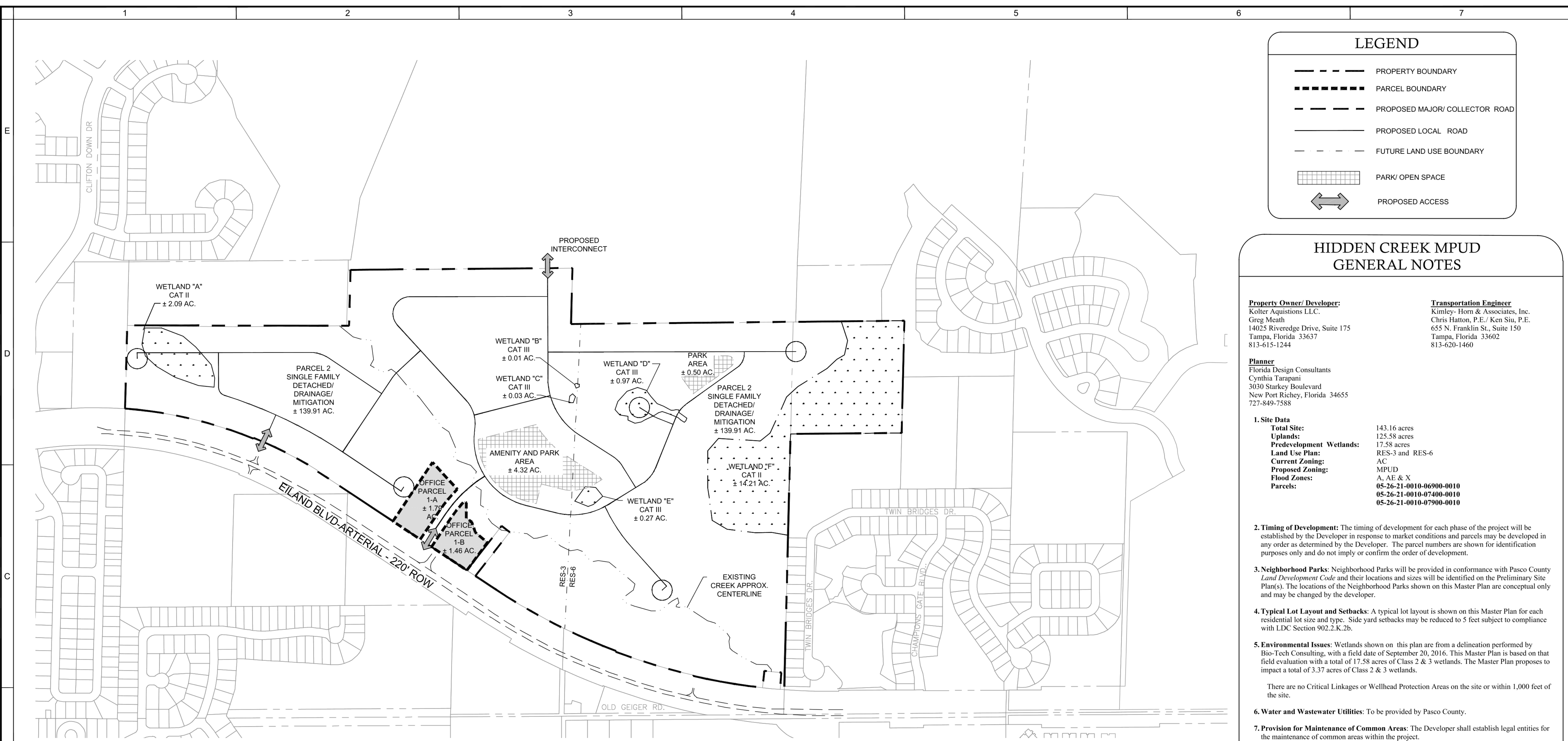
Approved Condition #25:

The uses allowed on the Office Parcels 1A and 1B shall be the permitted uses allowed in the PO-1 Zoning district to include a Day-Care Center. The dimensional standards for the Office Parcels 1A and 1B shall be in accordance with the regulations for the PO-1 Zoning District.

Proposed Condition #25:

The uses allowed on the Office Parcels 1A and 1B shall be the permitted uses allowed in the PO-1 Zoning district to include a Day-care Center. Additionally, a swim school/Specialty School/Private School use shall be permitted on Office Parcel 1B. The dimensional standards for the Office Parcels 1A and 1B shall be in accordance with the regulations for the PO-1 Zoning District.

NOTE: It is understood that the Zoning Administrator has determined that swim school is a Specialty School which qualifies as a Private School.



LEGEND

- PROPERTY BOUNDARY
- PARCEL BOUNDARY
- PROPOSED MAJOR/ COLLECTOR ROAD
- PROPOSED LOCAL ROAD
- FUTURE LAND USE BOUNDARY
- PARK/ OPEN SPACE
- PROPOSED ACCESS

HIDDEN CREEK MPUD GENERAL NOTES

Property Owner/ Developer:
Kotler Acquisitions LLC.
Greg Meath
14025 Riveredge Drive, Suite 175
Tampa, Florida 33637
813-615-1244

Transportation Engineer:
Kimley-Horn & Associates, Inc.
Chris Hatton, P.E./ Ken Siu, P.E.
655 N. Franklin St., Suite 150
Tampa, Florida 33602
813-620-1460

Planner:
Florida Design Consultants
Cynthia Tarapani
3030 Starkey Boulevard
New Port Richey, Florida 34655
727-849-7588

1. Site Data
Total Site: 143.16 acres
Uplands: 125.58 acres
Predevelopment Wetlands: 17.58 acres
Land Use Plan: RES-3 and RES-6
Current Zoning: AC
Proposed Zoning: MPUD
Flood Zones: A, AE & X
Parcels: 05-26-21-0010-06900-0010
 05-26-21-0010-07400-0010
 05-26-21-0010-07900-0010

2. Timing of Development: The timing of development for each phase of the project will be established by the Developer in response to market conditions and parcels may be developed in any order as determined by the Developer. The parcel numbers are shown for identification purposes only and do not imply or confirm the order of development.

3. Neighborhood Parks: Neighborhood Parks will be provided in conformance with Pasco County Land Development Code and their locations and sizes will be identified on the Preliminary Site Plan(s). The locations of the Neighborhood Parks shown on this Master Plan are conceptual only and may be changed by the developer.

4. Typical Lot Layout and Setbacks: A typical lot layout is shown on this Master Plan for each residential lot size and type. Side yard setbacks may be reduced to 5 feet subject to compliance with LDC Section 902.2.K.2b.

5. Environmental Issues: Wetlands shown on this plan are from a delineation performed by Bio-Tech Consulting, with a field date of September 20, 2016. This Master Plan is based on that field evaluation with a total of 17.58 acres of Class 2 & 3 wetlands. The Master Plan proposes to impact a total of 3.37 acres of Class 2 & 3 wetlands.

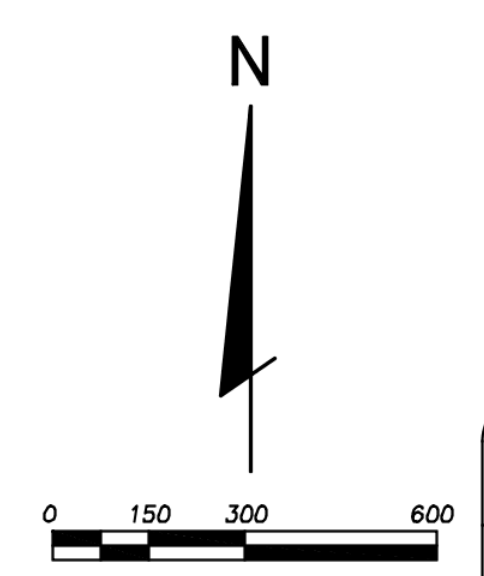
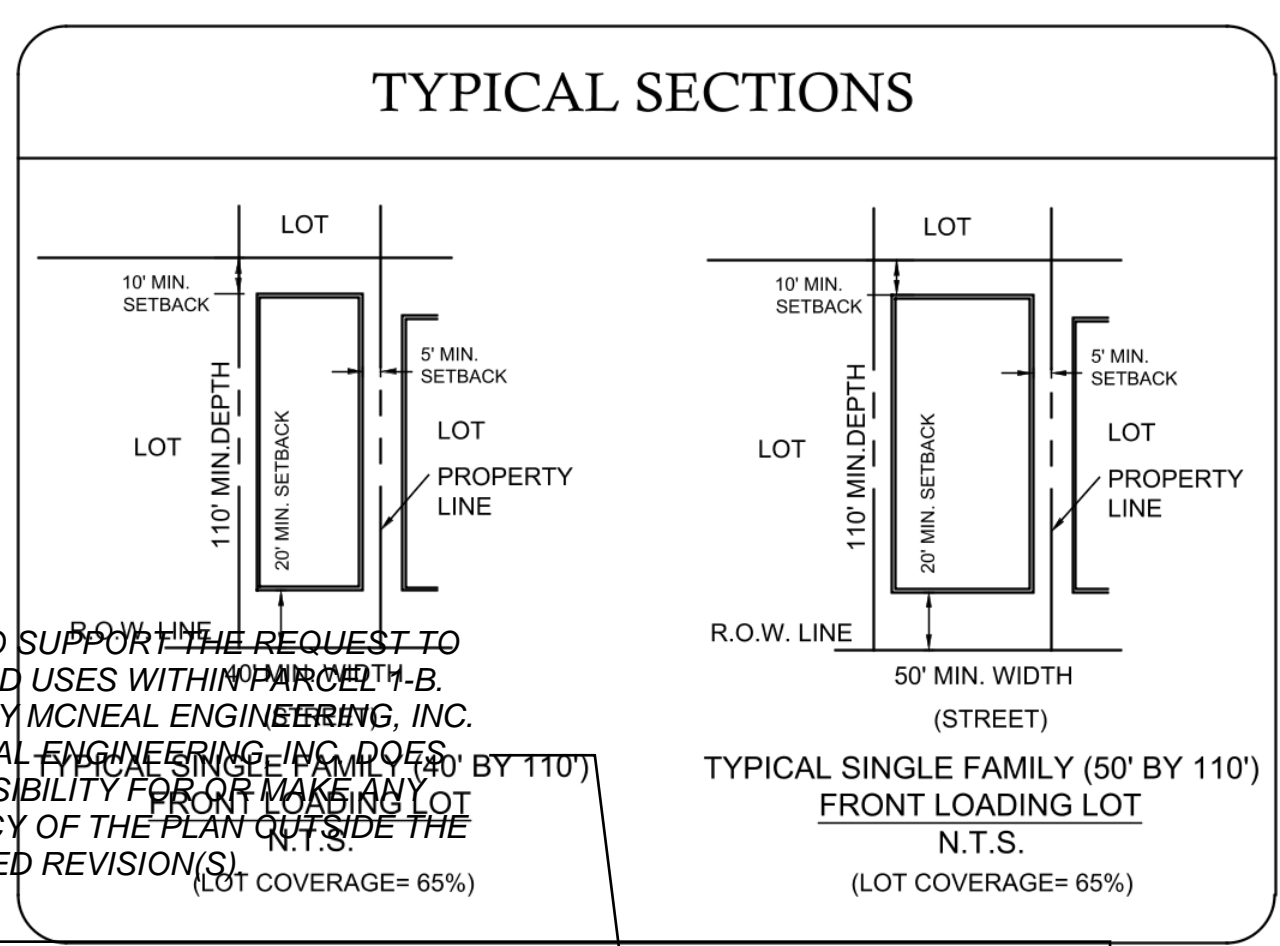
There are no Critical Linkages or Wellhead Protection Areas on the site or within 1,000 feet of the site.

6. Water and Wastewater Utilities: To be provided by Pasco County.

7. Provision for Maintenance of Common Areas: The Developer shall establish legal entities for the maintenance of common areas within the project.

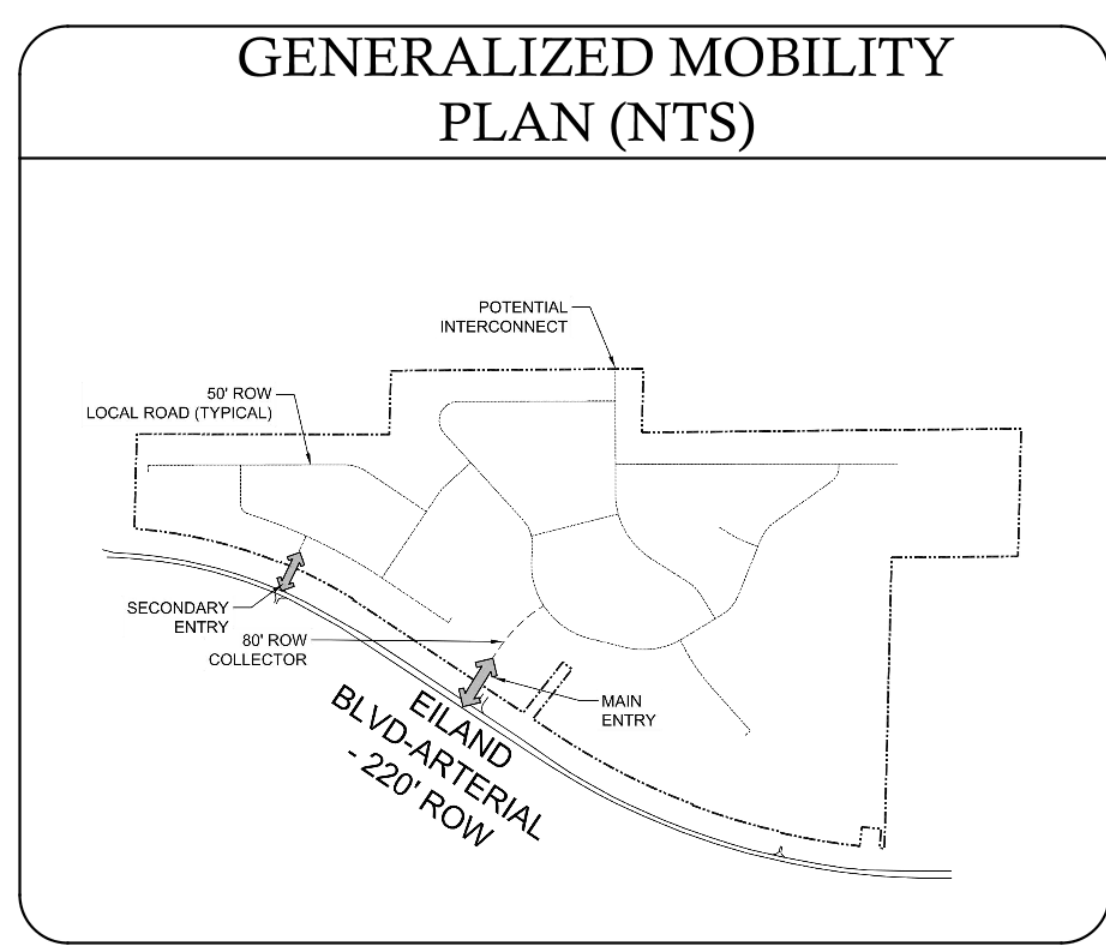
8. Interim Uses: Agricultural uses and existing uses are allowed on the site during construction and until the site is developed.

9. Generalized Mobility Plan: including bicycle and pedestrian facilities shown thereon are conceptual only and subject to change without requiring an amendment to the MPUD. Additionally, the developer may submit an overall pedestrian/bike path plan to the Planning and Development Department for approval prior to approval of the first PDP/PSP, which provides a path circulation in accordance with the Pasco County LDC, as amended, or an alternative method acceptable to the Planning and Development Department, and in compliance with the handicapped provisions of Section 336.045, Florida Statutes, or other applicable law. In the absence of an approved pedestrian/bike path plan, compliance with the LDC is required.



DENSITY CALCULATIONS

RES-3	Acres	DENSITY	TOTAL
Uplands	71.01ac	x3 u/ac	213 units
Wetland Class II & III	2.13ac	x .1 (10%) X 3	0 units
Total	73.14 ac		213 units
RES-6	Acres	DENSITY	TOTAL
Uplands	54.57ac	x6 u/ac	327 units
Wetland Class II & III	15.45 ac	x .1 (10%) X 6	9 units
Total	70.02ac		336 units
Maximum Allowed Density			549 units



HIDDEN CREEK DATA TABLE

Parcel	Land Use Type	Land Use Amount (du/sf)	Total Parcel Size (acres)	Uplands (acres)	Pre-Development Wetlands (acres)	Impacted Wetlands (acres)	Gross Density (Total Parcel)	Net Density (Uplands only)
1-A	Office and all PO-2 Uses/ Drainage	15,000/sf*	1.79 ac	1.79 ac	0.00 ac	0.00 ac		
1-B	Office and all PO-2 Uses/ Drainage	15,000/sf*	1.46 ac	1.46 ac	0.00 ac	0.00 ac		
2	Single Family Detached/ Drainage/ Mitigation	370 du	139.91 ac	122.33 ac	17.58 ac	3.37 ac	2.64 du/ac	3.02 du/ac
TOTAL		370 residential dwelling units 30,000 sf Commercial	143.16 ac	125.58 ac	17.58 ac	3.37 ac		

*The actual amount of Office/ PO-2 may change per parcel, but in no case shall the total combined amount on Parcel 1-A & 1-B exceed 30,000 sf.

BCC APPROVED
10/10/17

MODIFICATIONS MADE TO SUPPORT THE REQUEST TO ALLOW ADDITIONAL LAND USES WITHIN PARCELS 1-A, 1-B. REVISIONS COMPLETED BY MCNEAL ENGINEERING, INC. FEBRUARY 9, 2023. MCNEAL ENGINEERING, INC. DOES NOT ASSUME RESPONSIBILITY FOR OR MAKE ANY CLAIMS TO THE ACCURACY OF THE PLAN OUTSIDE THE HIGHLIGHTED REVISION(S). (LOT COVERAGE= 65%)

DESIGNED FOR: **KOLTER ACQUISITIONS LLC.**
14025 RIVEREDGE DRIVE, SUITE 175, TAMPA, FL 33637

PROJECT NAME: **HIDDEN CREEK**

SHEET NAME: **MPUD MASTER PLAN**

FLORIDA DESIGN CONSULTANTS, INC.
THINK IT. ACHIEVE IT.
3030 STARKEY BOULEVARD, NEW PORT RICHEY, FLORIDA 34655
PHONE: (800) 552-1947 FAX: (727) 846-3848 WWW.FLDESIGN.COM C.A. NO: 7421

© Copyright 2014 Florida Design Consultants, Inc. Drawings and concepts may not be used or reproduced without written permission.

DATE: 2016-0078
DATE: 05-24-2017
DATE: 10-10-17

NO. 1 OF 2

Tab 6





Tab 7

MINUTES OF MEETING

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

**HIDDEN CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of Hidden Creek North Community Development District was held on **Tuesday, November 7, 2023, at 10:00 a.m.** at the offices of Rizzetta & Company Inc. located at 5844 Old Pasco Road, Wesley Chapel, FL 33544.

Present were:

Ebony Bennett	Chairman
Edward Schill	Vice Chair
Jaime Schill	Assistant Secretary
Jose Garcia	Assistant Secretary
Michael Hunt	Assistant Secretary

Also present were:

Daryl Adams	District Manager, Rizzetta & Company, Inc.
Jillian Minichino	District Manager, Rizzetta & Company, Inc.
Wesley Elias	Associate District Manager, Rizzetta & Company, Inc.
Natasha Betancourt	Administration Assistant, Rizzetta & Company, Inc.
Jason Liggett	Landscaping Inspection Specialist, Rizzetta & Company, Inc.
Mike Eckert	District Counsel, Kutak Rock (Via conference call)
Kate John	District Counsel, Kutak Rock (Via conference call)
Amanda Ackerson	Lawn Medics (Via conference call)
Sean Ray	Lawn Medics (Via conference call)
David Fleeman	District Engineer, Florida Design Consultants (Via conference call)
Alex Solano	Aquatic Weed Control
Dakata Smith	Aquatic Weed Control
Audience	None Present

FIRST ORDER OF BUSINESS

Call to Order

Mr. Adams called the meeting to order at 10:00 a.m. and confirmed a quorum.

46 **SECOND ORDER OF BUSINESS**

Audience Comments

47
48 There were no audience members present.

49
50 **THIRD ORDER OF BUSINESS**

Business Items

51
52 **A. Discussion of Oak Tree Replacement**

53 The Board had a discussion on replacing the Oak Tree.
54 Mr. Adams will provide tree removal proposals.

55
56 **B. Consideration of Professional Landscape Inspection Service Proposal**

57 Mr. Liggert presented the landscaping inspection services proposal to the board.
58

On a Motion by Ms. Bennett, seconded by Mr. Garcia, with all in favor, the Board of Supervisors approved the Rizzetta & Company Landscape Inspection Services Proposal Option One for \$650 a month, yearly total of \$7800, for the Hidden Creek North Community Development District.

59
60 **FOURTH ORDER OF BUSINESS**

Staff Reports

61
62 **A. Presentation of AWC Aquatics Report**

63 Mr. Solano presented the Aquatics Report.
64 Mr. Solano will remove the construction items from Pond 8.

65
66 **B. Presentation of Lawn Medics Landscape Report**

67 Ms. Ackerson raised concerns regarding items missing from the landscape
68 contract.

69 The Board asked Mr. Adams to work with Ms. Ackerson to compare the
70 Landscape contracts and provide feedback to the Board if a revise contract is
71 needed.

72
73 **C. District Counsel**

74 Mr. Eckert will draft an agreement to give permission to HOA to use and access
75 the district CDD property. Mr. Eckert will provide the agreement to Chair.
76 Agreement will be presented for ratification on the next meeting.

77
78 Mr. Eckert explained to the Board all the services he provides to the district.

79
80 **D. District Engineer**

81 Mr. Fleeman requested to have a discussion regarding zoning in the next
82 meeting.

83
84 **E. District Manager Report**

85 Mr. Adams reminded the Board their next regular meeting will be held on
86 December 5, 2023 at 10:00 a.m.

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1. Presentation of District Manager Report and Financials

Mr. Adams presented his report and the financial statements to the Board.

2. Presentation of the 3rd Quarter Website Audit

Mr. Adams presented the Website Report to the Board. No issues reported.

FIFTH ORDER OF BUSINESS

Business Administration

A. Consideration of Minutes of the Board of Supervisors Meeting held on October 3, 2023

On a Motion by Ms. Bennett, seconded by Mr. Garcia, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors Meeting held on October 3, 2023, for the Hidden Creek North Community Development District.

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B. Consideration of the Operation and Maintenance Expenditures for September 2023

On a Motion by Ms. Schill, seconded by Mr. Hunt, with all in favor, the Board of Supervisors approved Operation and Maintenance Expenditures for September 2023 (\$24,088.60), for the Hidden Creek North Community Development District.

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SIXTH ORDER OF BUSINESS

SUPERVISOR REQUESTS

Mr. Hunt would like to discuss CDD enhancements during the budget season.

Mr. Garcia would like to get a copy of the meeting schedule.

SEVENTH ORDER OF BUSINESS

ADJOURNMENT

Mr. Adams stated that if there was no further business to come before the Board, then a motion to adjourn the meeting would be in order.

On a motion by Ms. Schill, seconded by Mr. Garcia, with all in favor, the Board of Supervisors adjourned the meeting at 11:43 a.m. for the Hidden Creek North Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 8

Hidden Creek North Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

Vendor Name	Check #	Invoice Number	Invoice Description	Invoice Amount
Aquatic Weed Control, Inc.	100123	88510	Aquatic Maintenance 10/23	\$ 1,476.00
Duke Energy	ACH	9100 8611 5243 09/23	0 Eiland Blvd - Streetlights 09/23	\$ 1,106.80
Duke Energy	ACH	9100 8611 5467 08/23	6203 Hidden Creek Blvd - Irrigation/Well 08/23	\$ 58.31
Duke Energy	ACH	9100 8611 5467 09/23	6203 Hidden Creek Blvd - Irrigation/Well 09/23	\$ 45.24
Duke Energy	ACH	9101 2446 5365 08/23	6203 Hidden Creek Blvd - Sign 08/23	\$ 30.79
Duke Energy	ACH	9101 2446 5365 09/23	6203 Hidden Creek Blvd - Sign 09/23	\$ 30.79
Ebony P Bennett	100117	EB100323	Board of Supervisors Meeting 10/03/23	\$ 200.00
Edward A Schill	100120	ES100323	Board of Supervisors Meeting 10/03/23	\$ 200.00
Florida Design Consultants, Inc.	100124	45872	Engineering Services 09/23	\$ 142.50
Innersync Studio, Ltd	100118	21735	CDD Website Hosting Annual Service 10/23 to 09/24	\$ 1,537.50
Jaime Schill	100121	JS100323	Board of Supervisors Meeting 10/03/23	\$ 200.00
Jose G Garcia	100122	JG100323	Board of Supervisors Meeting 10/03/23	\$ 200.00
Michael J Hunt	100125	MH100323	Board of Supervisors Meeting 10/03/23	\$ 200.00
Pasco County Utilities	ACH	18928247 08/23 ACH	Hidden Creek Blvd. - Account #1101125 08/23	\$ 237.75

Hidden Creek North Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	100115	INV0000084031	Assessment Roll FY 23-24	\$ 5,463.00
Rizzetta & Company, Inc.	100116	INV0000084128	District Management Fees 10/23	\$ 4,410.42
The Lawn Medic Services, Inc.	100126	34547	Monthly Lawn Service 10/23	\$ 7,960.00
Times Publishing Company	100119	0000303857 092423	Legal Advertising 09/23	\$ 207.00
Times Publishing Company	100119	0000308018 092423	Legal Advertising 09/23	\$ <u>144.00</u>
Report Total				\$ <u>23,850.10</u>



Aquatic Weed Control, Inc.

P.O. Box 593258
Orlando, FL 32859

Phone: 407-859-2020
Fax: 407-859-3275

Invoice

Date	Invoice #
10/1/2023	88510

Bill To

Hidden Creek North CDD
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Customer P.O. No.	Payment Terms	Due Date
	Net 30	10/31/2023

Qty	Item	Description	Unit Price	Amount
1	LK MAINT	Monthly waterway service for the month this invoice is dated for 14 Ponds associated with Hidden Creek North, CDD.	1,085.00	1,085.00
1	LK MAINT	Monthly waterway service for the month this invoice is for 1 creek associated with Hidden Creek North, CDD.	391.00	391.00

RECEIVED
10.4.23

Thank you for your business.

Total	\$1,476.00
Payments/Credits	\$0.00
Balance Due	\$1,476.00

We're here for you

Report an emergency

Electric outage duke-energy.com/outages
800.228.8485

Convenient ways to pay your bill

Online duke-energy.com/billing
Automatically from your bank account duke-energy.com/automatic-draft
Speedpay (fee applies) duke-energy.com/pay-now
800.700.8744
By mail payable to Duke Energy P.O. Box 1094
Charlotte, NC 28201-1094
In person duke-energy.com/location

Help managing your account (not applicable for all customers)

Register for free paperless billing duke-energy.com/paperless
Home duke-energy.com/manage-home
Business duke-energy.com/manage-bus

General questions or concerns

Online duke-energy.com
Home: Mon - Fri (7 a.m. to 7 p.m.) 800.700.8744
Business: Mon - Fri (7 a.m. to 6 p.m.) 877.372.8477
For hearing impaired TDD/TTY 711
International 1.407.629.1010

Call before you dig

Call 800.432.4770 or 811

Check utility rates

Check rates and charges duke-energy.com/rates

Correspond with Duke Energy (not for payment)

P.O. Box 14042
St Petersburg, FL 33733

Important to know

Your next meter reading on or after: Nov 21

Please be sure we can safely access your meter. Don't worry if your digital meter flashes eights from time to time. That's a normal part of the energy measuring process.

Your electric service may be disconnected if your payment is past due

If payment for your electric service is past due, we may begin disconnection procedures. The due date on your bill applies to current charges only. Any unpaid, past due charges are not extended to the new due date and may result in disconnection. The reconnection fee is \$13 between the hours of 7 a.m. and 7 p.m. Monday through Friday and \$14 after 7 p.m. or on the weekends.

Electric service does not depend on payment for other products or services

Non-payment for non-regulated products or services (such as surge protection or equipment service contracts) may result in removal from the program but will not result in disconnection of electric service.

When you pay by check

We may process the payment as a regular check or convert it into a one-time electronic check payment.

Asset Securitization Charge

A charge to recover cost associated with nuclear asset-recovery bonds. Duke Energy Florida is acting as the collection agent for Special Purpose Entity (SPE) until the bonds have been paid in full or legally discharged.

Medical Essential Program

Identifies customers who are dependent on continuously electric-powered medical equipment. The program does not automatically extend electric bill due dates, nor does it provide priority restoration. To learn more or find out if you qualify, call 800.700.8744 or visit duke-energy.com/home/billing/special-assistance/medically-essential.

Special Needs Customers

Florida Statutes offer a program for customers who need special assistance during emergency evacuations and sheltering. Customers with special needs may contact their local emergency management agency for registration and more information.

Para nuestros clientes que hablan Español

Representantes bilingües están disponibles para asistirle de lunes a viernes de 7 a.m. - 7 p.m. Para obtener más información o reportar problemas con su servicio eléctrico, favor de llamar al 800.700.8744.



Your usage snapshot - Continued

Outdoor Lighting		
Billing period Sep 22 - Oct 23		
Description	Quantity	Usage
48W LED ROADWAY UG	71	1,207 kWh
Total	71	1,207 kWh

Billing details - Lighting

Billing Period - Sep 22 23 to Oct 23 23	
Customer Charge	\$1.65
Energy Charge	
1,207.000 kWh @ 4.784c	57.73
Fuel Charge	
1,207.000 kWh @ 5.270c	63.61
Asset Securitization Charge	
1,207.000 kWh @ 0.061c	0.74
Fixture Charge	
48W LED ROADWAY UG	304.59
Maintenance Charge	
48W LED ROADWAY UG	98.69
Pole Charge	
CONCRETE, 30/35	
71 Pole(s) @ \$8.110	575.81
Total Current Charges	\$1,102.82

Your current rate is Lighting Service Company Owned/Maintained (LS-1).

Billing details - Taxes

Regulatory Assessment Fee	\$0.81
Gross Receipts Tax	3.17
Total Taxes	\$3.98



duke-energy.com
877.372.8477

Your Energy Bill

Service address
HIDDEN CREEK NORTH CDD
6203 HIDDEN CREEK BLVD
IRRIGATION/WELL

Bill date Sep 7, 2023
For service Aug 3 - Sep 2
31 days

Account number **9100 8611 5467**

Billing summary

Previous Amount Due	\$61.20
<i>Payment Received Aug 25</i>	-61.20
Current Electric Charges	56.81
Taxes	1.50
Total Amount Due Sep 28	\$58.31



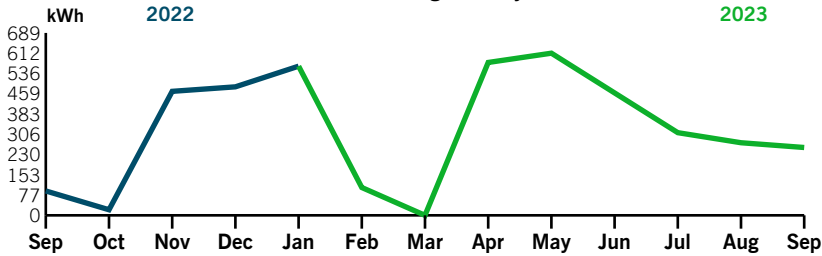
Thank you for your payment.

Know what's below. Call before you dig. Always call 811 before you dig, it's the law. Making this free call at least two full working days before you dig gets utility lines marked and helps protect you from injury and expense. Call 811 or visit call811.com.

To help us repair malfunctioning streetlights, quickly: 1. Visit duke-energy.com/lightrepair 2. Provide us with the light's location and your contact information. 3. Specific addresses, landmarks and directions work best.

Your usage snapshot

Electric usage history



Average temperature in degrees

80° 75° 73° 65° 63° 67° 72° 76° 78° 82° 84° 84° 82°

	Current Month	Sep 2022	12-Month Usage	Avg Monthly Usage
Electric (kWh)	256	92	4,135	345
Avg. Daily (kWh)	8	3	11	

12-month usage based on most recent history

Mail your payment at least 7 days before the due date or pay instantly at duke-energy.com/billing. Payments for this statement within 90 days from the bill date will avoid a 1.0% late payment charge.

Please return this portion with your payment. Thank you for your business.

Amount of automatic draft

Account number
9100 8611 5467

\$58.31
by Sep 28

After 90 days from bill date, a late charge will apply.



Duke Energy Return Mail
PO Box 1090
Charlotte, NC 28201-1090

\$ _____ \$ _____
Add here, to help others with a contribution to Share the Light **Amount enclosed**

HIDDEN CREEK NORTH CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

Duke Energy Payment Processing
PO Box 1094
Charlotte, NC 28201-1094

8891008611546700066000000000000000000000583100000058314



We're here for you

Report an emergency

Electric outage duke-energy.com/outages
800.228.8485

Convenient ways to pay your bill

Online duke-energy.com/billing
Automatically from your bank account duke-energy.com/automatic-draft
Speedpay (fee applies) duke-energy.com/pay-now
800.700.8744
By mail payable to Duke Energy P.O. Box 1094
Charlotte, NC 28201-1094
In person duke-energy.com/location

Help managing your account (not applicable for all customers)

Register for free paperless billing duke-energy.com/paperless
Home duke-energy.com/manage-home
Business duke-energy.com/manage-bus

General questions or concerns

Online duke-energy.com
Home: Mon - Fri (7 a.m. to 7 p.m.) 800.700.8744
Business: Mon - Fri (7 a.m. to 6 p.m.) 877.372.8477
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St Petersburg, FL 33733

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If payment for your electric service is past due, we may begin disconnection procedures. The due date on your bill applies to current charges only. Any unpaid, past due charges are not extended to the new due date and may result in disconnection. The reconnection fee is \$13 between the hours of 7 a.m. and 7 p.m. Monday through Friday and \$14 after 7 p.m. or on the weekends.

Electric service does not depend on payment for other products or services

Non-payment for non-regulated products or services (such as surge protection or equipment service contracts) may result in removal from the program but will not result in disconnection of electric service.

When you pay by check

We may process the payment as a regular check or convert it into a one-time electronic check payment.

Asset Securitization Charge

A charge to recover cost associated with nuclear asset-recovery bonds. Duke Energy Florida is acting as the collection agent for Special Purpose Entity (SPE) until the bonds have been paid in full or legally discharged.

Medical Essential Program

Identifies customers who are dependent on continuously electric-powered medical equipment. The program does not automatically extend electric bill due dates, nor does it provide priority restoration. To learn more or find out if you qualify, call 800.700.8744 or visit duke-energy.com/home/billing/special-assistance/medically-essential.

Special Needs Customers

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Para nuestros clientes que hablan Español

Representantes bilingües están disponibles para asistirle de lunes a viernes de 7 a.m. - 7 p.m. Para obtener más información o reportar problemas con su servicio eléctrico, favor de llamar al 800.700.8744.



Your usage snapshot - Continued

Current electric usage for meter number 2771108	
Actual reading on Sep 2	2493
Previous reading on Aug 3	- 2237
<hr/>	
Energy Used	256 kWh
Billed kWh	256.000 kWh

Billing details - Electric

Billing Period - Aug 03 23 to Sep 02 23	
Meter - 2771108	
Customer Charge	\$15.55
Energy Charge	
256.000 kWh @ 10.278c	26.31
Fuel Charge	
256.000 kWh @ 5.630c	14.41
Asset Securitization Charge	
256.000 kWh @ 0.210c	0.54
<hr/>	
Total Current Charges	\$56.81

Your current rate is General Service Non-Demand Sec (GS-1).

Billing details - Taxes

Regulatory Assessment Fee	\$0.04
Gross Receipts Tax	1.46
<hr/>	
Total Taxes	\$1.50



duke-energy.com
877.372.8477

Your Energy Bill

Service address
HIDDEN CREEK NORTH CDD
6203 HIDDEN CREEK BLVD
IRRIGATION/WELL

Bill date Oct 5, 2023
For service Sep 3 - Oct 3
31 days

Account number **9100 8611 5467**

Billing summary

Previous Amount Due	\$58.31
<i>Payment Received Sep 28</i>	-58.31
Current Electric Charges	44.08
Taxes	1.16
Total Amount Due Oct 26	\$45.24

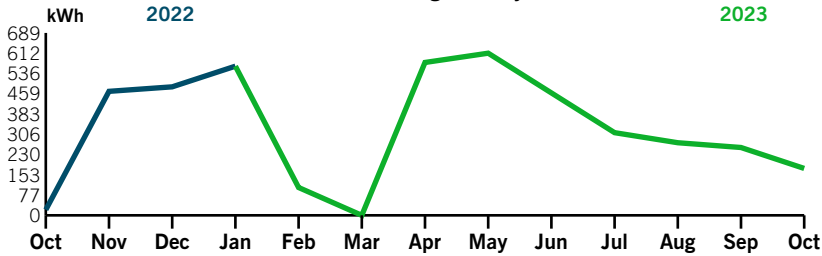


Thank you for your payment.

To help us repair malfunctioning streetlights, quickly: 1. Visit duke-energy.com/lightrepair 2. Provide us with the light's location and your contact information. 3. Specific addresses, landmarks and directions work best.

Your usage snapshot

Electric usage history



Average temperature in degrees

75° 73° 65° 63° 67° 72° 76° 78° 82° 84° 84° 81° 80°

	Current Month	Oct 2022	12-Month Usage	Avg Monthly Usage
Electric (kWh)	177	21	4,291	358
Avg. Daily (kWh)	6	1	12	

12-month usage based on most recent history

Mail your payment at least 7 days before the due date or pay instantly at duke-energy.com/billing. Payments for this statement within 90 days from the bill date will avoid a 1.0% late payment charge.

Please return this portion with your payment. Thank you for your business.

Amount of automatic draft

\$45.24 by Oct 26	<i>After 90 days from bill date, a late charge will apply.</i>
-----------------------------	--



Account number
9100 8611 5467

Duke Energy Return Mail
PO Box 1090
Charlotte, NC 28201-1090

\$ _____ \$ _____
Add here, to help others with a contribution to Share the Light **Amount enclosed**

HIDDEN CREEK NORTH CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

Duke Energy Payment Processing
PO Box 1094
Charlotte, NC 28201-1094

8891008611546700066000000000000000000000452400000045247



We're here for you

Report an emergency

Electric outage	duke-energy.com/outages 800.228.8485
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Convenient ways to pay your bill

Online	duke-energy.com/billing
Automatically from your bank account	duke-energy.com/automatic-draft
Speedpay (fee applies)	duke-energy.com/pay-now 800.700.8744
By mail payable to Duke Energy	P.O. Box 1094 Charlotte, NC 28201-1094
In person	duke-energy.com/location

Help managing your account (not applicable for all customers)

Register for free paperless billing	duke-energy.com/paperless
Home	duke-energy.com/manage-home
Business	duke-energy.com/manage-bus

General questions or concerns

Online	duke-energy.com
Home: Mon - Fri (7 a.m. to 7 p.m.)	800.700.8744
Business: Mon - Fri (7 a.m. to 6 p.m.)	877.372.8477
For hearing impaired TDD/TTY	711
International	1.407.629.1010

Call before you dig

Call	800.432.4770 or 811
------	---------------------

Check utility rates

Check rates and charges	duke-energy.com/rates
-------------------------	-----------------------

Correspond with Duke Energy (not for payment)

P.O. Box 14042
St Petersburg, FL 33733

Important to know

Your next meter reading on or after: Nov 2

Please be sure we can safely access your meter. Don't worry if your digital meter flashes eights from time to time. That's a normal part of the energy measuring process.

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Para nuestros clientes que hablan Español

Representantes bilingües están disponibles para asistirle de lunes a viernes de 7 a.m. - 7 p.m. Para obtener más información o reportar problemas con su servicio eléctrico, favor de llamar al 800.700.8744.



Your usage snapshot - Continued

Current electric usage for meter number 2771108	
Actual reading on Oct 3	2670
Previous reading on Sep 3	- 2493
<hr/>	
Energy Used	177 kWh
Billed kWh	177.000 kWh

Billing details - Electric

Billing Period - Sep 03 23 to Oct 03 23	
Meter - 2771108	
Customer Charge	\$15.55
Energy Charge	
177.000 kWh @ 10.278c	18.19
Fuel Charge	
177.000 kWh @ 5.630c	9.97
Asset Securitization Charge	
177.000 kWh @ 0.210c	0.37
<hr/>	
Total Current Charges	\$44.08

Your current rate is General Service Non-Demand Sec (GS-1).

Billing details - Taxes

Regulatory Assessment Fee	\$0.03
Gross Receipts Tax	1.13
<hr/>	
Total Taxes	\$1.16



duke-energy.com
877.372.8477

Your Energy Bill

Service address
HIDDEN CREEK NORTH CDD
6203 *SIGN HIDDEN CREEK BLVD
ZEPHYRHILLS FL 33541

Bill date Sep 7, 2023
For service Aug 4 - Sep 5
33 days

Account number **9101 2446 5365**

RECEIVED
09.14.2023

Billing summary

Previous Amount Due	\$30.79
<i>Payment Received Aug 28</i>	-30.79
Current Electric Charges	30.00
Taxes	0.79
Total Amount Due Sep 28	\$30.79

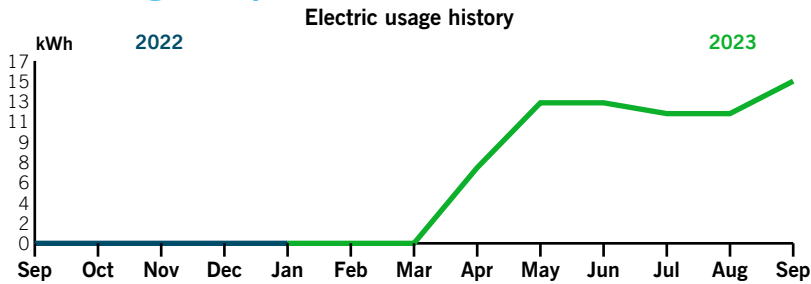


Thank you for your payment.

Know what's below. Call before you dig. Always call 811 before you dig, it's the law. Making this free call at least two full working days before you dig gets utility lines marked and helps protect you from injury and expense. Call 811 or visit call811.com.

To help us repair malfunctioning streetlights, quickly: 1. Visit duke-energy.com/lightrepair 2. Provide us with the light's location and your contact information. 3. Specific addresses, landmarks and directions work best.

Your usage snapshot



Average temperature in degrees

80° 75° 73° 65° 63° 67° 72° 76° 78° 82° 84° 84° 81°

	Current Month	Sep 2022	12-Month Usage	Avg Monthly Usage
Electric (kWh)	15	0	72	6
Avg. Daily (kWh)	0	0	0	

12-month usage based on most recent history

Mail your payment at least 7 days before the due date or pay instantly at duke-energy.com/billing. Payments for this statement within 90 days from the bill date will avoid a 1.0% late payment charge.

Please return this portion with your payment. Thank you for your business.

Amount of automatic draft



Account number
9101 2446 5365

\$30.79
by Sep 28

After 90 days from bill date, a late charge will apply.

Duke Energy Return Mail
PO Box 1090
Charlotte, NC 28201-1090

\$ _____ \$ _____
Add here, to help others with a contribution to Share the Light **Amount enclosed**

HIDDEN CREEK NORTH CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

Duke Energy Payment Processing
PO Box 1094
Charlotte, NC 28201-1094

8891012446536500066000000000000000000000307900000030795



We're here for you

Report an emergency

Electric outage duke-energy.com/outages
800.228.8485

Convenient ways to pay your bill

Online duke-energy.com/billing
Automatically from your bank account duke-energy.com/automatic-draft
Speedpay (fee applies) duke-energy.com/pay-now
800.700.8744
By mail payable to Duke Energy P.O. Box 1094
Charlotte, NC 28201-1094
In person duke-energy.com/location

Help managing your account (not applicable for all customers)

Register for free paperless billing duke-energy.com/paperless
Home duke-energy.com/manage-home
Business duke-energy.com/manage-bus

General questions or concerns

Online duke-energy.com
Home: Mon - Fri (7 a.m. to 7 p.m.) 800.700.8744
Business: Mon - Fri (7 a.m. to 6 p.m.) 877.372.8477
For hearing impaired TDD/TTY 711
International 1.407.629.1010

Call before you dig

Call 800.432.4770 or 811

Check utility rates

Check rates and charges duke-energy.com/rates

Correspond with Duke Energy (not for payment)

P.O. Box 14042
St Petersburg, FL 33733

Important to know

Your next meter reading on or after: Oct 4

Please be sure we can safely access your meter. Don't worry if your digital meter flashes eights from time to time. That's a normal part of the energy measuring process.

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Your usage snapshot - Continued

Current electric usage for meter number 8339317	
Actual reading on Sep 5	72
Previous reading on Aug 4	- 57
<hr/>	
Energy Used	15 kWh
Billed kWh	15.000 kWh

Billing details - Electric

Billing Period - Aug 04 23 to Sep 05 23	
Meter - 8339317	
Customer Charge	\$15.55
Energy Charge	
15.000 kWh @ 10.278c	1.54
Fuel Charge	
15.000 kWh @ 5.630c	0.84
Asset Securitization Charge	
15.000 kWh @ 0.210c	0.03
Minimum Bill Adjustment	12.04
<hr/>	
Total Current Charges	\$30.00

The total charges incurred during this billing period are below the minimum expenses necessary to equitably provide and maintain reliable electric service to all facilities across the state. When the combined monthly customer, energy, fuel, and other charges fall below a \$30 threshold, customers will see the difference noted as a Minimum Bill Adjustment under the Billing Details section. Learn more about the minimum charge adjustment and additional customer charges at duke-energy.com/minimum.

Your current rate is General Service Non-Demand Sec (GS-1).

Billing details - Taxes

Regulatory Assessment Fee	\$0.02
Gross Receipts Tax	0.77
<hr/>	
Total Taxes	\$0.79



duke-energy.com
877.372.8477

Your Energy Bill

Service address
HIDDEN CREEK NORTH CDD
6203 *SIGN HIDDEN CREEK BLVD
ZEPHYRHILLS FL 33541

Bill date Oct 6, 2023
For service Sep 6 - Oct 4
29 days

Account number **9101 2446 5365**

Billing summary

Previous Amount Due	\$30.79
<i>Payment Received Sep 28</i>	-30.79
Current Electric Charges	30.00
Taxes	0.79
Total Amount Due Oct 27	\$30.79



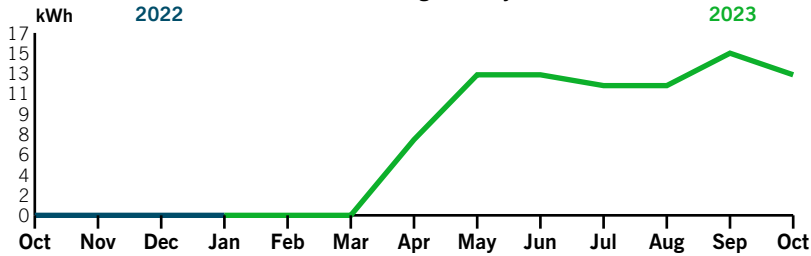
Thank you for your payment.

Learn how to lower your bill with an online or free on-site Business Energy Check. This no-cost analysis provides you with specific tips on how to save energy and qualify for valuable rebates for energy-savings measures. You may also qualify for a FREE Commercial Energy Savings Kit. Go to duke-energy.com/FreeBizCheck or email prescriptiveincentives@duke-energy.com.

To help us repair malfunctioning streetlights, quickly: 1. Visit duke-energy.com/lightrepair 2. Provide us with the light's location and your contact information. 3. Specific addresses, landmarks and directions work best.

Your usage snapshot

Electric usage history



Average temperature in degrees

75° 73° 65° 63° 67° 72° 76° 78° 82° 84° 84° 81° 80°

	Current Month	Oct 2022	12-Month Usage	Avg Monthly Usage
Electric (kWh)	13	0	85	7
Avg. Daily (kWh)	0	0	0	

12-month usage based on most recent history

Mail your payment at least 7 days before the due date or pay instantly at duke-energy.com/billing. Payments for this statement within 90 days from the bill date will avoid a 1.0% late payment charge.

Amount of automatic draft

\$30.79 by Oct 27	<i>After 90 days from bill date, a late charge will apply.</i>
-----------------------------	--

Please return this portion with your payment. Thank you for your business.



Duke Energy Return Mail
PO Box 1090
Charlotte, NC 28201-1090

Account number
9101 2446 5365

\$ _____ \$ _____
Add here, to help others with a contribution to Share the Light **Amount enclosed**

HIDDEN CREEK NORTH CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

Duke Energy Payment Processing
PO Box 1094
Charlotte, NC 28201-1094

8891012446536500066000000000000000000000307900000030795



We're here for you

Report an emergency

Electric outage	duke-energy.com/outages 800.228.8485
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Convenient ways to pay your bill

Online	duke-energy.com/billing
Automatically from your bank account	duke-energy.com/automatic-draft
Speedpay (fee applies)	duke-energy.com/pay-now 800.700.8744
By mail payable to Duke Energy	P.O. Box 1094 Charlotte, NC 28201-1094
In person	duke-energy.com/location

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Home	duke-energy.com/manage-home
Business	duke-energy.com/manage-bus

General questions or concerns

Online	duke-energy.com
Home: Mon - Fri (7 a.m. to 7 p.m.)	800.700.8744
Business: Mon - Fri (7 a.m. to 6 p.m.)	877.372.8477
For hearing impaired TDD/TTY	711
International	1.407.629.1010

Call before you dig

Call	800.432.4770 or 811
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Check utility rates

Check rates and charges	duke-energy.com/rates
-------------------------	-----------------------

Correspond with Duke Energy (not for payment)

P.O. Box 14042
St Petersburg, FL 33733

Important to know

Your next meter reading on or after: Nov 3

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Representantes bilingües están disponibles para asistirle de lunes a viernes de 7 a.m. - 7 p.m. Para obtener más información o reportar problemas con su servicio eléctrico, favor de llamar al 800.700.8744.



Your usage snapshot - Continued

Current electric usage for meter number 8339317	
Actual reading on Oct 4	85
Previous reading on Sep 6	- 72
<hr/>	
Energy Used	13 kWh
Billed kWh	13.000 kWh

Billing details - Electric

Billing Period - Sep 06 23 to Oct 04 23	
Meter - 8339317	
Customer Charge	\$15.55
Energy Charge	
13.000 kWh @ 10.278c	1.34
Fuel Charge	
13.000 kWh @ 5.630c	0.73
Asset Securitization Charge	
13.000 kWh @ 0.210c	0.03
Minimum Bill Adjustment	12.35
<hr/>	
Total Current Charges	\$30.00

The total charges incurred during this billing period are below the minimum expenses necessary to equitably provide and maintain reliable electric service to all facilities across the state. When the combined monthly customer, energy, fuel, and other charges fall below a \$30 threshold, customers will see the difference noted as a Minimum Bill Adjustment under the Billing Details section. Learn more about the minimum charge adjustment and additional customer charges at duke-energy.com/minimum.

Your current rate is General Service Non-Demand Sec (GS-1).

Billing details - Taxes

Regulatory Assessment Fee	\$0.02
Gross Receipts Tax	0.77
<hr/>	
Total Taxes	\$0.79

Hidden Creek North CDD
Meeting Date: October 3, 2023

SUPERVISOR PAY REQUEST

Name of Board Supervisor	Check if present	Check if paid
Jaime Schill	Yes	<input checked="" type="checkbox"/>
Edward Schill	Yes	<input checked="" type="checkbox"/>
Jose Garcia	Yes	<input checked="" type="checkbox"/>
Michael Hunt	Yes	<input checked="" type="checkbox"/>
Ebony Bennett	Yes	<input checked="" type="checkbox"/>

(*) Does not get paid

NOTE: Supervisors are only paid if checked present.

RECEIVED
10/05/23

EXTENDED MEETING TIMECARD

Meeting Start Time:	10:00am
Meeting End Time:	11:30am
Total Meeting Time:	1.3

Time Over _____ (3) Hours:

Total at \$175 per Hour: \$0.00

ADDITIONAL OR CONTINUED MEETING TIMECARD

Meeting Date:	
Additional or Continued Meeting?	
Total Meeting Time:	
Total at \$175 per Hour:	\$0.00

Business Mileage Round Trip	
IRS Rate per Mile	\$0.655
Mileage to Charge	\$0.00

DM Signature: Darryl Adams



**FLORIDA DESIGN
CONSULTANTS, INC.**
— THINK IT. ACHIEVE IT. —

INVOICE

Remit To:

20525 Amberfield Drive, Suite 201
Land O Lakes, FL 34638

Bill To: Hidden Creek North Community Development District
c/o Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, FL 33614
mhuber@rizzetta.com
cddinvoice@rizzetta.com

Date: September 29, 2023
Project Number: 2016-078G
Invoice Number: 45872
Invoice Period: 8/12/2023 to 9/15/2023

Project: Hidden Creek North - District Engineer Services

SERVICES PERFORMED:

FDC Agreement No. 22-071A
CDD Engineer Service (0900)

- Prepare for and attend board meeting

Description	Hours	Rate	Cost
Senior Project Manager	0.75	\$190.00	\$142.50

Total Invoice Amount: \$142.50

David Fleeman, P.E.



INVOICE

BILL TO

Hidden Creek North CDD
5844 Old Pasco Road
Wesley Chapel, FL 33544

INVOICE # 21735

DATE 10/01/2023

DUE DATE 10/16/2023

TERMS Net 15

DESCRIPTION	AMOUNT
CDD Website Services - Hosting, support and training	600.00
CDD Ongoing PDF Accessibility Compliance Service	937.50

Annual service - Oct 1st to Sept 30th

BALANCE DUE

\$1,537.50

RECEIVED
10.2.23



PASCO COUNTY UTILITIES
 CUSTOMER INFORMATION & SERVICES
 P.O. BOX 2139
 NEW PORT RICHEY, FL 34656-2139

LAND O' LAKES (813) 235-6012
 NEW PORT RICHEY (727) 847-8131
 DADE CITY (352) 521-4285

UtilCustServ@MyPasco.net
 Pay By Phone: 1-855-786-5344

1 0 1
 14-92227

HIDDEN CREEK NORTH CDD

Service Address: **HIDDEN CREEK BOULEVARD**

Bill Number: 19089724

Billing Date: 9/20/2023

Billing Period: 8/8/2023 to 9/7/2023

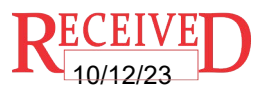
Account #	Customer #
1101125	01428501
Please use the 15-digit number below when making a payment through your	
110112501428501	

New Water, Sewer, Reclaim rates, fees, and charges took effect Oct. 1, 2022.
 Please visit bit.ly/pcurates for additional details.

Service	Meter #	Previous		Current		# of Days	Consumption in thousands
		Date	Read	Date	Read		
Reclaim	190292554	8/8/2023	3643	9/7/2023	3960	30	317

Usage History	
Month	Usage
September 2023	317
August 2023	47
July 2023	26
June 2023	34
May 2023	44
April 2023	106
March 2023	96
February 2023	51
January 2023	171
December 2022	285
November 2022	198
October 2022	344

Transactions		
Previous Bill		35.25
Payment 09/05/23		-35.25 CR
Balance Forward		0.00
Current Transactions		
Reclaimed		
Reclaimed	317 Thousand Gals X \$0.75	237.75
Total Current Transactions		237.75
TOTAL BALANCE DUE		\$237.75



Please return this portion with payment

TO PAY ONLINE, VISIT pascoeasy pay.pascocountyfl.net

Check this box if entering change of mailing address on back.

Account # 1101125
 Customer # 01428501
 Balance Forward 0.00
 Current Transactions 237.75

Total Balance Due	\$237.75
Due Date	10/10/2023

10% late fee will be applied if paid after due date

The Total Due will be electronically transferred on 10/10/2023.

HIDDEN CREEK NORTH CDD
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614

PASCO COUNTY UTILITIES
 CUSTOMER INFORMATION & SERVICES
 P.O. BOX 2139
 NEW PORT RICHEY, FL 34656-2139

Rizzetta & Company, Inc.
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
10/1/2023	INV0000084031

Bill To:

Hidden Creek North CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614
--

Services for the month of	Terms	Client Number
October	Upon Receipt	00283

Description	Qty	Rate	Amount
Assessment Roll (Annual)	1.00	\$5,463.00	\$5,463.00

RECEIVED
 9.21.23

Subtotal	\$5,463.00
Total	\$5,463.00

Rizzetta & Company, Inc.
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
10/1/2023	INV0000084128

Bill To:

Hidden Creek North CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614
--

Services for the month of	Terms	Client Number
October	Upon Receipt	00283

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,638.92	\$1,638.92
Administrative Services	1.00	\$414.25	\$414.25
Email Accounts, Admin & Maintenance	5.00	\$20.00	\$100.00
Financial & Revenue Collections	1.00	\$327.08	\$327.08
Management Services	1.00	\$1,830.17	\$1,830.17
Website Compliance & Management	1.00	\$100.00	\$100.00
Subtotal			\$4,410.42
Total			\$4,410.42

RECEIVED
 9.21.23

The Lawn Medic Services Inc
4827 Beauchamp rd
Plant City, FL 33563 US
sean@thelawnmedics.com

INVOICE

BILL TO

HIDDEN CREEK NORTH
COMMUNITY CDD
C/O RIZZETTA AND
COMPANY
5844 OLD PASCO ROAD
SUITE 100
WESLEY CHAPEL, FL 33544

INVOICE # 34547

DATE 10/02/2023

DUE DATE 10/17/2023

TERMS Net 15

ACTIVITY	QTY	RATE	AMOUNT
Monthly Lawn Service OCTOBER	1	7,960.00	7,960.00

BALANCE DUE

\$7,960.00

RECEIVED
10.2.23

Tampa Bay Times

tampabay.com

Times Publishing Company

DEPT 3396

PO BOX 123396

DALLAS, TX 75312-3396

Toll Free Phone: 1 (877) 321-7355

Fed Tax ID 59-0482470

ADVERTISING INVOICE

RECEIVED
OCT - 2 2023

Advertising Run Dates		Advertiser Name	
09/24/23		HIDDEN CREEK NORTH CDD	
Billing Date	Sales Rep	Customer Account	
09/24/2023	Deirdre Bonett	181255	
Total Amount Due		Ad Number	
\$207.00		0000303857	

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
09/24/23	09/24/23	0000303857	Times	Legals CLS	Meeting Schedule	1	2x59 L	\$203.00
09/24/23	09/24/23	0000303857	Tampabay.com	Legals CLS	Meeting Schedule AffidavitMaterial	1	2x59 L	\$0.00 \$4.00

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

Tampa Bay Times

tampabay.com

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Thank you for your business.

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09/24/23		HIDDEN CREEK NORTH CDD	
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Total Amount Due		Ad Number	
\$207.00		0000303857	

DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYBLE TO:

TIMES PUBLISHING COMPANY

REMIT TO:

HIDDEN CREEK NORTH CDD
3434 COLWELL AVE STE 200
TAMPA, FL 33614

Times Publishing Company
DEPT 3396
PO BOX 123396
DALLAS, TX 75312-3396

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pasco

} ss

Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a **Legal Notice** in the matter **RE: Meeting Schedule** was published in said newspaper by print in the issues of **9/24/23** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Pasco** County, Florida and that the said newspaper has heretofore been continuously published in said **Pasco** County, Florida each day and has been entered as a second class mail matter at the post office in said **Pasco** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature Affiant

Sworn to and subscribed before me this **09/24/2023**

Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____

NOTICE OF PUBLIC MEETING DATES
HIDDEN CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

2023

The Board of Supervisors of the Hidden Creek North Community Development District will hold their regular monthly meetings for Fiscal Year 2023-2024 at 10:00 a.m. at the Wesley Chapel Rizzetta office located at 5844 Old Pasco Rd., Suite 100, Wesley Chapel, FL 33544. The dates are as follows:

- October 3, 2023
- November 7, 2023
- December 5, 2023
- January 2, 2024
- February 6, 2024
- March 5, 2024
- April 2, 2024
- May 7, 2024
- June 4, 2024
- July 2, 2024
- August 6, 2024
- September 3, 2024

There may be occasions when one or more Supervisors will participate by telephone. At the above location will be present a speaker telephone so that any interested person can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication. Any meeting may be continued in progress to a date, time, and place approved by the Board on the record at the meeting without additional notice. Copies of meeting agendas and other documents may be obtained during regular business hours from the office of the District Manager located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 or by calling the District Manager at 813-994-1001.

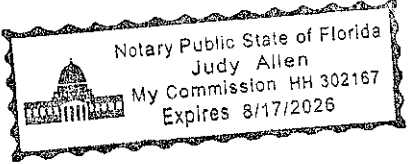
Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to advise the District Office at (813) 994-1001, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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.

Daryl Adams
District Manager

Run Date: 9-24-23

0000303857



Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pasco

} ss

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DB

Signature Affiant

Sworn to and subscribed before me this **09/24/2023**

Judy Allen

Signature of Notary Public

Personally known or produced identification

Type of identification produced _____

NOTICE OF PUBLIC MEETING DATES
HIDDEN CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

067 - 2 2023

The Board of Supervisors of the Hidden Creek North Community Development District will hold their regular monthly meetings for Fiscal Year 2023-2024 at 10:00 a.m. at the Wesley Chapel Rizzetta office located at 5844 Old Pasco Rd., Suite 100, Wesley Chapel, FL 33544. The dates are as follows:

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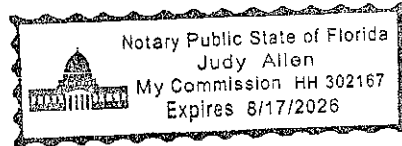
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Daryl Adams
District Manager

Run Date: 9-24-23

0000303857



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tampabay.com

Times Publishing Company
 DEPT 3396
 PO BOX 123396
 DALLAS, TX 75312-3396
 Toll Free Phone: 1 (877) 321-7355
 Fed Tax ID 59-0482470

ADVERTISING INVOICE

RECEIVED
 OCT 2 2023

Advertising Run Dates		Advertiser Name	
09/24/23		HIDDEN CREEK NORTH CDD	
Billing Date		Sales Rep	Customer Account
09/24/2023		Deirdre Bonett	181255
Total Amount Due		Ad Number	
\$144.00		0000308018	

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
09/24/23	09/24/23	0000308018	Times	Legals CLS	BOS Meeting	1	2x41 L	\$140.00
09/24/23	09/24/23	0000308018	Tampabay.com	Legals CLS	BOS Meeting AffidavitMaterial	1	2x41 L	\$0.00 \$4.00

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

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tampabay.com

DEPT 3396
 PO BOX 123396
 DALLAS, TX 75312-3396
 Toll Free Phone: 1 (877) 321-7355

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DO NOT SEND CASH BY MAIL

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REMIT TO:

HIDDEN CREEK NORTH CDD
 3434 COLWELL AVE STE 200
 TAMPA, FL 33614

Times Publishing Company
 DEPT 3396
 PO BOX 123396
 DALLAS, TX 75312-3396

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pasco

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Signature Affiant

Sworn to and subscribed before me this **09/24/2023**



Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____

NOTICE OF REGULAR COMMITTEE MEETING
HIDDEN CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

OCT 2 2023

The Board of Supervisors of the Hidden Creek North Community Development District will hold their regular monthly meeting on October 03, 2023 at 10:00 a.m. at the offices of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. Items on the agenda may include, but are not limited to, District operations and maintenance activities, financial matters, capital improvements, and general administration activities.

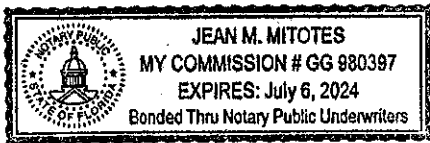
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Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 994-1001, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 711, who can aid you in contacting the District Office.

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

Daryl Adams
District Manager
Run Date: 09/24/23

0000308018-1



**Tampa Bay Times
Published Daily**

STATE OF FLORIDA
COUNTY OF Pasco

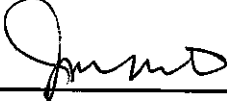
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Signature Affiant

Sworn to and subscribed before me this **09/24/2023**



Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____

**NOTICE OF REGULAR COMMITTEE MEETING
HIDDEN CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT**

0000308018-01
OCT - 2 2023

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Daryl Adams
District Manager
Run Date: 09/24/23

0000308018-1

