



Rizzetta & Company

Belmont II Community Development District

Board of Supervisors' Meeting January 16, 2024

**District Office:
5020 W. Linebaugh Avenue Suite 240
Tampa, FL 33624
813-933-5571**

BELMONT II COMMUNITY DEVELOPMENT DISTRICT

Lennar Homes, 4301 W Boy Scout Blvd., Suite 600 Tampa, FL 33607
www.belmont2cdd.org

Board of Supervisors	Kelly Evans	Chair
	Lori Campagna	Vice Chair
	Grady Miars	Assistant Secretary
	Ben Gainer	Assistant Secretary
	Clement Hill	Assistant Secretary
District Manager	Debby Wallace	Rizzetta & Company, Inc.
District Counsel	Lindsay Whelan	Kutak Rock LLP
District Engineer	Tim Plate	Heidt Design

All cellular phones must be placed on mute while in the meeting room.

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting / hearing / workshop by contacting the District Manager at (813) 933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

BELMONT II COMMUNITY DEVELOPMENT DISTRICT

District Office – Tampa, Florida (813) 933-5571
Mailing Address – 3434 Colwell Avenue Suite 200, Tampa, Florida 33614
www.belmont2cdd.org

January 8, 2024

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

AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of the Belmont II Community Development District will be held on **Tuesday, January 16, 2024 at 9:30 a.m. at the Offices of Lennar Homes, 4301 W Boy Scout Blvd., Suite 600, Tampa FL 33607**. The following is the agenda for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A. Update on Interlocal Invoices from Belmont II CDD to Belmont CDD..... Tab 1
 - B. Consideration of Belmont CDD FY 22/23 Amended Interlocal Budget (True-Up)..... Tab 2
 - C. Consideration of Landscape Maintenance Interlocal Addendum 2024..... Tab 3
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of Board of Supervisors Regular Meeting held on December 19, 2023..... Tab 4
 - B. Consideration of Operation & Maintenance Expenditures for November 2023..... Tab 5
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Landscape and Irrigation Update
 - D. Aquatic Report Tab 6
 - E. District Manager..... Tab 7
- 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) 933-5571.

Sincerely,

Debby Wallace

Debby Wallace
Regional District Manager

Tab 1

Summary							
Date	Vendor	Address	Total Amount	% Allocated to the I/L	Total Shared Cost	Belmont CDD Portion (59%)	Notes
Jan 1, 2021 - Sept 30, 2021	Fieldstone	Various Areas Belmont II CDD	\$21,670.83	11	\$2,383.79	\$1,406.44	contract changed to an even dollar figure
Jul 1, 2021 - Sept 30, 2021	Fieldstone	Various Areas Belmont II CDD - inc Pocket Park	\$22,482.15	11	\$2,473.04	\$1,459.09	\$7,494.05 x 3 months
Jun 1, 2020 - Sept 30, 2021	BOCC	14302 Bounding Hom St - Pocket Park	\$11,824.20	100	\$11,824.20	\$6,976.28	Pocket Park Irrigation
Jun 1, 2020 - Sept 30, 2021	TECO	14302 Bounding Hom St - Pocket Park	\$73.71	100	\$73.71	\$43.49	Pocket Park irrigation meter
Dec 1, 2020 - Sept 30, 2021	Ballenger		\$900.00	100	\$900.00	\$531.00	Water Use Reporting \$100 per month
					Total Due CDD2	\$10,416.30	
					Original proposed payment	\$21,698.94	
					Decrease	\$11,282.65	
This removes the first 3 months of all invoices.							

Tab 2

RESOLUTION 2024-02

WHEREAS, the Board of Supervisors, hereinafter referred to as the "Board", of the Belmont Community Development District, hereinafter referred to as "District", adopted a General Fund Budget for fiscal year 2023, and

WHEREAS, the Board desires to reallocate funds budgeted to re-appropriate Revenues and Expenses approved during the Fiscal Year.

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

1. The General Fund Budget is hereby amended in accordance with Exhibit "A" attached.
2. This resolution shall become effective this 15th day of November, 2023 and be reflected in the monthly and fiscal Year End 9/30/23 Financial Statements and Audit Report of the District.

**Belmont Community
Development District**

by:

Chairman

Attest:

by:

Secretary

BELMONT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
BUDGET AMENDMENT
FY 2023

DESCRIPTION	CURRENT BUDGET	INCREASE/ (DECREASE)	AMENDED BUDGET
<u>REVENUES:</u>			
Maintenance Assessments - Levy	\$1,106,388	\$12,184	\$1,118,572
Interlocal Agreement	\$372,154	\$0	\$372,155
Interest Income	\$0	\$7,766	\$7,766
Miscellaneous Income	\$0	\$3,862	\$3,862
Carryforward Surplus	\$0	\$249,029	\$249,029
TOTAL REVENUES	\$1,478,542	\$272,841	\$1,751,383
<u>LEGISLATIVE</u>			
Supervisors Fees	\$12,000	(\$1,000)	\$11,000
TOTAL LEGISLATIVE	\$12,000	(\$1,000)	\$11,000
<u>FINANCIAL & ADMINISTRATIVE</u>			
District Manager	\$45,000	\$0	\$45,000
District Engineer	\$25,000	(\$531)	\$24,469
Disclosure Report	\$4,500	\$700	\$5,200
Attorney Fees	\$40,000	(\$226)	\$39,774
Assessment Roll	\$2,500	\$0	\$2,500
Trustee Fees	\$9,200	(\$715)	\$8,485
Arbitrage	\$1,100	\$0	\$1,100
Auditing Services	\$4,500	(\$300)	\$4,200
Postage, Phone, Faxes, Copies	\$500	\$810	\$1,310
Meeting Room Rental	\$0	\$0	\$0
Public Officials Insurance	\$4,109	\$182	\$4,291
Legal Advertising	\$5,500	\$2,322	\$7,822
Bank Fees	\$250	\$1,287	\$1,537
Dues, Licenses & Fees	\$175	\$0	\$175
Website Maintenance	\$4,540	\$60	\$4,600
TOTAL FINANCIAL & ADMINISTRATIVE	\$146,874	\$3,590	\$150,464
<u>UTILITIES:</u>			
Electric	\$32,000	\$7,447	\$39,447
Street Lights	\$135,000	\$18,547	\$153,547
TOTAL UTILITIES	\$167,000	\$25,994	\$192,994
<u>STORMWATER CONTROL</u>			
Aquatic Maintenance	\$33,360	\$20,818	\$54,178
Lake/Pond Maintenance	\$5,000	\$18,900	\$23,900
TOTAL STORMWATER CONTROL	\$38,360	\$39,718	\$78,078
<u>OTHER PHYSICAL ENVIRONMENT</u>			
General Liability Insurance	\$4,790	(\$1,111)	\$3,679
Field Management	\$7,500	\$0	\$7,500
Landscape Maintenance - Contract	\$52,800	\$0	\$52,800
Landscape Mulching	\$4,025	(\$4,025)	\$0
Landscape Replacement Plants, Shrubs, Trees	\$25,000	(\$11,581)	\$13,419
General Field Repairs and Maintenance	\$20,000	(\$2,500)	\$17,500
Capital Improvements (1)	\$60,000	\$117,932	\$177,932
Contingency	\$7,500	(\$3,481)	\$4,019
TOTAL OTHER PHYSICAL ENVIRONMENT	\$181,615	\$95,234	\$276,849

BELMONT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
BUDGET AMENDMENT
FY 2023

DESCRIPTION	CURRENT BUDGET	INCREASE/ (DECREASE)	AMENDED BUDGET
<u>INTERLOCAL AGREEMENT BUDGET</u>			
<u>AMENITY CENTER</u>			
Management Contract	\$120,000	\$0	\$120,000
Security Monitoring	\$5,637	\$10,293	\$15,930
Pool Maintenance - Contract	\$21,300	\$4,170	\$25,470
Pool Maintenance - Repairs	\$3,000	(\$3,000)	\$0
Pool Permit	\$600	\$0	\$600
Electric	\$13,000	\$668	\$13,668
Garbage/Solid Waste	\$3,500	\$303	\$3,803
Water and Sewer	\$24,000	\$27,392	\$51,392
Holiday Decorations	\$11,000	\$1,306	\$12,306
Internet, Cable & Phone	\$2,601	\$1,001	\$3,601
Maintenance & Repairs	\$18,000	\$29,403	\$47,403
Property Casualty Insurance	\$16,872	(\$1,667)	\$15,205
Facility Supplies	\$10,000	(\$5,607)	\$4,393
Pest Control	\$2,604	\$942	\$3,546
Special Events	\$12,000	\$8,262	\$20,262
TOTAL AMENITY CENTER	\$264,114	\$73,465	\$337,579
<u>OTHER PHYSICAL ENVIRONMENT</u>			
Field Operations	\$25,000	\$0	\$25,000
Landscape Maintenance - Contract	\$325,000	\$27,002	\$352,002
Irrigation Maintenance & Repairs	\$20,000	(\$4,022)	\$15,978
Electric	\$1,000	\$0	\$1,000
Water	\$12,000	\$0	\$12,000
Landscape Mulching	\$75,000	(\$19,746)	\$55,254
Landscape Annuals	\$11,000	(\$7,085)	\$3,915
Fire Ant Treatment	\$10,000	(\$10,000)	\$0
Landscape Replacement Plants, Shrubs, Trees	\$37,500	(\$6,299)	\$31,201
Well Maintenance	\$3,540	(\$3,540)	\$0
Off Duty Sheriff / Security	\$50,000	\$37,365	\$87,365
Capital Improvements (1)	\$40,000	\$28,733	\$68,733
Trash Removal / Porter Services	\$20,000	(\$3,851)	\$16,149
Dog Waste Station Maintenance	\$10,000	(\$2,916)	\$7,084
Pump Station Monitoring	\$3,540	\$1,440	\$4,980
General Field Repairs and Maintenance	\$0	\$0	\$0
TOTAL OTHER PHYSICAL ENVIRONMENT	\$643,580	\$37,080	\$680,660
TOTAL OPERATIONS AND MAINTENANCE	\$1,294,669	\$271,492	\$1,566,161
<u>CAPITAL RESERVE</u>			
Reserves	\$25,000	(\$1,241)	\$23,759
TOTAL CAPITAL RESERVE	\$25,000	(\$1,241)	\$23,759
TOTAL EXPENDITURES	\$1,478,542	\$272,841	\$1,751,383
NET CHANGE IN FUND BALANCE	\$0	\$0	\$0

(1) FY 2023 CAPITAL IMPROVEMENTS

RIPA & ASSOCIATES, LLC	MONUMENT B	\$13,095.00
RIPA & ASSOCIATES, LLC	MONUMENT B FINAL RET	\$4,875.00
NEBULA LED LIGHTING SYS	LIGHT SYSTEM	\$11,175.00
NEBULA LED LIGHTING SYS	LIGHT SYSTEM	\$6,600.00
RESORT POOL SERVICES	POOL LIFT INSTALL	\$9,753.00
NEBULA LED LIGHTING SYS	LIGHT SYSTEM	\$5,000.00
NEBULA LED LIGHTING SYS	LIGHT SYSTEM	\$11,750.00
NEBULA LED LIGHTING SYS	LIGHT SYSTEM	\$10,397.09
NEBULA LED LIGHTING SYS	LIGHT SYSTEM	\$6,139.54
LANDSCAPE MAINTENANCE PROFESSIONALS	ARTIFICIAL TURF INSTALL	\$133,984.00
RESORT POOL SERVICES	POOL LIFT INSTALL	\$9,753.00
MR. ELECTRIC OF RIVERVIEW	RUN NEW COPPER WIRING	\$8,562.30
NEBULA LED LIGHTING SYS	LIGHT SYSTEM	\$10,930.23
NEBULA LED LIGHTING SYS	LIGHT SYSTEM	\$4,651.16
		\$246,665.32

Belmont CDD (Non Cost Share)	\$162,295
Belmont CDD (Cost Share)	\$65,222
Belmont II CDD (Cost Share)**	\$45,324
Total Budget Amendment-FY23	\$272,841

**Will be divided into remaining 10 interlocal payments due from Belmont II CDD for FY24. (\$4,532.36 per month Dec 23-Sept 24)

Tab 3



LANDSCAPE MANAGEMENT
CONTRACT ADDENDUM
INTERLOCAL TURNOVER

BELMONT II CDD

02/01/2024



Landscape Management Contract Summary of Services

Client Experience

- Assigned Account Manager with Proactive approach.
- Constant and accurate communication
- Recurring meetings & site inspections
- Monthly Reports Provided:
 - Quality Audit Report (QAR)
 - Irrigation Inspection Report
- Prompt, thorough, and accurate Proposals

Landscape Maintenance - Grounds

- (42) Services per year
- Weekly Services: April through October
- Bi-Weekly Services: November through March
- Trash & Debris Removal
- Mow & Line-Trim Turf Areas
- Hard Edge Turf Along Hard-Surface Edges
- Soft Edge Turf along Landscape Beds & Tree Rings
- Hand-Pull Visible Weeds
- Chemically Treat Landscape Beds, Tree Rings, & Hard Surfaces

Landscape Maintenance - Plant, Shrub, & Ornamentals

- (12) Services per year
- Plants, Shrubs, & Ornamentals under 10'
- Clippings, Debris, & Trash Removal

Horticulture Services - Fertilization, Insect, & Disease Control

- (12) Services per year
- (2) Plant, Shrub, & Ornamental Fertilization
- (4) Turf Fertilization
- (12) Integrated Pest Management Services

Irrigation Inspections & Repairs

- (12) Services per year
- Run & inspect zones monthly.
- Seasonal Controller Adjustments.
- Adjust irrigation heads to ensure proper coverage.
- Visual inspection for dry spots, broken heads, leaks, or staining
- Monthly irrigation repair pre-approval of \$250.00



This Contract is made this _____ day of _____, 2023 between **Belmont II Community Development District (Client)** and **Fieldstone Landscape Services, LLC (Contractor)**.

Brief Overview

- Except as otherwise noted, the Contractor shall furnish all supervision, labor, materials, and equipment necessary to maintain the landscape assets in an attractive and healthy condition.
- All work will be performed in accordance with all applicable laws, codes, ordinances, and regulations.
- The Contractor shall provide professional uniformed Crews. Crews will be sufficient to meet the estimated demands for the level of landscape service as provided in the "Scope of Work" below.

Client Experience

- Assigned Account Manager with Proactive approach.
- Constant and accurate communication
- Recurring meetings & site inspections
- Monthly Reports Provided:
 - QAR
 - Irrigation Inspection Report
- Prompt, thorough, and accurate Proposals

Landscape Maintenance - Grounds

- Mowing of turf areas throughout the property will be completed weekly in the heavy growing season. Mowing in the dormant months will be scheduled bi-weekly.
- Proper height for each season will be maintained per horticultural standards. Height will vary based on species and adverse weather conditions. Typically, the height will range from 3 ½" to 5"
- Contractor will use commercial grade mowers with mulching blades and decks to promote a reduction in the use of non-organic fertilizers and a reduction of green waste.
- Edging of all hard surfaces will be completed each service. The edging of all bed-lines will be completed every other service.
- Bed-lines and tree rings with concrete edging or curbing will be maintained with a line trimmer. Bed-lines and tree rings with rock, pebble, or other hard material as bed covering will be chemically edged to prevent flying projectiles.
- The contractor to remove visible weeds and vines throughout landscape beds and tree rings.
- Chemical means will be used to control weeds throughout landscape beds, tree rings, and hard-scape joints.
- Trash will be collected, bagged, and removed from the property.
- Contractor will blow grass clippings, leaves, and debris off hard surfaces after each mowing service.

Landscape Maintenance - Plant, Shrub, & Ornamental

- Highly visible and focus areas will be maintained each service. All other areas will be maintained monthly.
- Hedges, shrubs, ornamental trees, and palms up to 10' overall height are included in routine services.
- Trimming will be completed in a neat and orderly fashion and in a manner conducive to the nature of the plant to enhance the overall landscape of the property.
- Trash will be collected, bagged, and removed from the property.



Irrigation Management

- Within the first (30) days of service Contractor will complete an Audit of the entire irrigation system and develop a full report of all aspects of the system noting any deficiencies and necessary repairs.
- Contractor will repair or replace without cost to the Client any properly installed irrigation head or component damaged during our landscape maintenance operations or through our negligence. All other repairs will be performed on a time and materials basis.
- The contractor will perform a complete irrigation system inspection monthly. During each inspection the following functions will be performed:
 - Visual inspection of Controllers/Timers, Pumps, Valves, and Heads.
 - Minor adjustments to ensure proper coverage and directional flow.
 - Adjustments to Controller programs to meet current watering restrictions, seasonal requirements, and existing turf/plant conditions.
 - Adjust all heads not functioning properly.
 - Clear obstructions prevent proper head elevation.
 - Make any needed repairs up to approved monthly 'Do Not Exceed' (ONE) without prior authorization.
 - Develop a proposal for any needed repairs beyond our monthly ONE.
 - Submit a computerized Irrigation Inspection Report following each Inspection.
- Contractor cannot assume responsibility for any turf or plant losses resulting from lack of water due to local watering restrictions. In all cases Contractor will program the Controllers to strictly adhere to all local watering guidelines and laws.
- Client to notify Contractor immediately if adjustments are made to Controllers or any other Irrigation System Component. Contractor will not be responsible for any damages resulting from the Client adjusting or servicing the Irrigation System.

Horticulture Services - Fertilization, Insect, & Disease Management

- In compliance with the Best Management Practices (GI-BMP) ordinance, all turf areas, shrub beds, and ground covers will be fertilized as per Contract specifications.
- No fertilizer shall be applied within 10' of any service water, landward edge of the top of seawall, designated wetland, or wetland as defined by the Florida Department of Environmental Protection.
- Complete fertilizers will be a custom blended mix in a granular or liquid and contain a minimum of 50% nitrogen in a slow or controlled release form.
- Turf areas will be inspected each visit for indications of pest problems such as insects, disease, weeds, etc. and advise Client of such problems.
- The contractor will be executing Integrated Pest Management (IPM) practices. Upon confirmation of a specific infestation or concern requiring a pesticide treatment, pesticides will be applied on an as needed or spot treatment basis, whenever possible, using the least toxic, effective means of control. In some cases, control of a disease or insect infestation may require a more aggressive treatment approach to reach a manageable status. A separate proposed agreement will be provided if a disease or insect infestation compromises the overall health or appearance of the turf.
- Weed Control will be completed with chemical spray applications. Chemical Weed Control will be applied safely when temperatures are below 85 degrees and wind drift is at a minimum. Due to the unavailability or restricted use of effective control products, the prevention of carpet grass and select sedges are not part of this Contract and are not included in the contract amount.

**Contractor Responsible for The Following**

- Damage due to operation of equipment in performing Contract.
- Failure to comply with all laws pertaining to protected plant species.
- Damage to plant material due to improper horticultural practices.
- Improper replacement or retrofitting of irrigation system components.

Contractor Not Responsible for The Following

- If Turf has been allowed to grow up against buildings, structures, houses, concrete curbing, landscape edging, pool enclosures, and/or fence-lines Contractor will not be responsible for damages caused to any of the above-mentioned structures. Contractor will require one of the following prior to Contract Start Date:
 - Approved Proposal to create 3" Barrier along the structure. Chemical means will be used to create Barrier.
 - Signed Waiver releasing Contractor from damage responsibility.
- Death or decline of plant material due to improper selection, placement, planting, or maintenance done before the time of this Contract.
- Damage due to improper irrigation components existing at the time of Contract execution, exposed cables/wires or sprinkler components/lines normally found below the lawn's surface.
- Flooding, storm, wind, fire, cold damages or any other 'Act of God' are not included in contract.
- Damage due to disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to inoperative irrigation components, or irrigation restrictions imposed by the Water Management District or civil authorities.
- Damage caused by, or to any hidden item in the landscape that is not clearly guarded or marked.
- Damage due to vandalism
- Debris illegally dumped on-site will be removed and disposed of at Client's expense.

Indemnification

- Contractor agrees to defend, indemnify, and hold harmless the Client from and against, any and all claims' liabilities, obligations, losses, proceedings or damages resulting from or arising out of Contractors' performance of its' duties as outlined in this Landscape Management Contract.
- Client agrees to defend, indemnify, and hold harmless the Contractor from and against, any and all claims' liabilities, obligations, losses, proceedings or damages resulting from or arising out of the Clients' performance of its' duties as outlined in this Landscape Management Contract.

Notice of Defects

- Client shall give Contractor at least (15) working days written notice to correct any problem or defect discovered in the performance of the work required under this Contract.
- If Client believes there is evidence of defective work by Contractor, Client shall not be entitled to offset or deduct amounts otherwise due to Contractor because of such defective work unless Client has first given the above required written notice to Contractor.
- Failure by Client to deliver the (15) working day written notice shall be deemed a waiver and release of any claim by Client relating to such asserted defective work by Contractor.



Term

- The term of this agreement is for (12) consecutive months beginning on **February 1, 2024**, and terminating on **January 31, 2025**.

Compensation

- The total amount to be paid under this agreement is **\$85,320.00**, which will be paid in equal monthly payments of **\$7,110.00**.
- Payment Terms are Net 30 in order to assist in financing Contractor operations. Monthly Invoices will be made on the 1st day of the month, for all services to be performed for that month. Past due amounts shall accrue interest at the annual rate of 12%. Contractor will suspend all Contract Services if past due amounts exceed (60) days from invoice date.
- If Client disputes or questions any invoice or portion of any invoice, Client shall provide Contractor with written notification of the basis of the dispute or question within fourteen (14) days of receipt of the invoice or the invoice shall be deemed undisputed and fully payable by Client.
- Work performed outside the scope of work included in this Landscape Management Service Contract shall be deemed extra work and shall be invoiced and paid in addition to the base compensation due under this Contract. Client agrees that if Client fails to make payment for more than (60) days after the date of any work provided by Contractor arising out of or relating to this Contract, then Contractor shall have the right to record a claim of lien against Client's property to secure payment for labor, materials, equipment, and supervision supplied by Contractor for the benefit of Client's property.

Renewal

- If, upon expiration of this contract, a new contract has not been executed by both parties, this contract shall renew for a period of one (1) year from the date of expiration of the previous term including a price increase not to exceed the current Consumer Price Index CPI. The CPI is a measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services. Average price data for select utility, automotive fuel, and food items are also available.
- Contractor to present Contract Renewal Increase at least (45) days before Renewal Date.

Termination

- If Contractor fails to fully perform its obligations and fails to cure any such default within (30) days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of a Termination for Cause", Client shall notify Contractor of the termination date in writing and pay Contractor for all Services performed to the effective date of termination.

Insurance

- The Contractor will maintain Workman's Compensation Insurance, public liability, and property damage insurance at all times. Upon request the Contractor will supply the Client with a current Certificate of Insurance.



Acceptance of Landscape Management Contract

- This Contract constitutes the entire agreement between the parties on the subject matter herein.
- This Contract shall be governed by the laws of the state of Florida.
- This Contract cannot be extended or otherwise changed without a written instrument signed by both parties.

Client:

Signature

Name

Company

Date

Contractor:

Signature

Name

Company

Date





Tab 4

MINUTES OF MEETING

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

**BELMONT II
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Belmont II Community Development District was held on **Tuesday, December 19, 2023, at 9:36 a.m.** at the offices of Lennar Homes, 4301 W. Boy Scout Road Suite 600, Tampa, FL 33607.

Present and constituting a quorum were:

Kelly Evans	Board Supervisor; Chair
Lori Campagna	Board Supervisor; Vice Chair
Ben Gainer	Board Supervisor; Asst. Secretary

Also present were:

Debby Wallace	District Manager; Rizzetta & Company, Inc.
Wesley Elias	Associate District Manager, Rizzetta & Company, Inc.
Lindsay Whelan	District Counsel, Kutak Rock (via conf. call)
Sara Sandy	District Counsel, Kutak Rock (via conf. call)
Liz Moore	Representative, Fieldstone Landscape Services

Audience	None
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FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Ms. Wallace called the meeting to order and read roll call, confirming a quorum.

SECOND ORDER OF BUSINESS

Audience Comments

There were no audience members in attendance.

THIRD ORDER OF BUSINESS

Consideration of Landscape Proposals

On a Motion by Ms. Evans, seconded by Mr. Gainer, with all in favor, the Board of Supervisors approved the Fieldstone seasonal annuals proposal for mixed colors, not red and white, for the Belmont II Community Development District.

FOURTH ORDER OF BUSINESS

**Update on Interlocal Agreement
Expansion Payment**

On a Motion by Ms. Campagna, seconded by Mr. Gainer, with all in favor, the Board of Supervisors ratified the payment of \$750,000.00 as per the Interlocal Agreement from Belmont CDD II to Belmont CDD and the agreement with the Developer providing those funds, for the Belmont II Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2024-01;
Designating Officers**

On a Motion by Ms. Evans, seconded by Mr. Gainer, with all in favor, the Board of Supervisors approved Resolution 2024-01; Designating Officers, for the Belmont II Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2024-02;
General Election Notice**

Ms. Sandy reviewed the General Election resolution with the Board.

On a Motion by Ms. Evans, seconded by Mr. Gainer, with all in favor, the Board of Supervisors approved Resolution 2024-02; General Election Notice, for the Belmont II Community Development District.

The meeting adjourned at 9:51 a.m. for a fire drill.

The meeting resumed at 10:07 a.m.

Ms. Whelan joined the meeting.

Ms. Sandy left the meeting.

SEVENTH ORDER OF BUSINESS

**Consideration of FY 2022/2023 Interlocal
True-Up**

On a Motion by Ms. Campagna, seconded by Mr. Gainer, with all in favor, the Board of Supervisors authorized the Chairman to approved the amended Interlocal budget provided by Belmont CDD, with a not-to-exceed amount of \$45,324 and any changes to the 2 invoices in Tab 6 and to work outside of the meeting with District Counsel and District Manager on these items, for the Belmont II Community Development District.

EIGHTH ORDER OF BUSINESS

**Outstanding Interlocal Invoices from
Belmont II CDD to Belmont CDD**

This item was tabled pending additional information from Belmont CDD on reducing the 1st invoice and an acknowledgement of the second invoice.

NINTH ORDER OF BUSINESS

**Consideration of Minutes of Board of
Supervisors' Regular Meeting Held
October 17, 2023**

On a Motion by Ms. Evans, seconded by Mr. Gainer, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held on October 17, 2023, as presented, for the Belmont II Community Development District.

TENTH ORDER OF BUSINESS

**Consideration of Operation &
Maintenance Expenditures for
September & October**

On a Motion by Ms. Evans, seconded by Mr. Gainer, with all in favor, the Board of Supervisors approved the September 2023 \$170,883.10 and October 2023 \$57,990.44, Operation & Maintenance Expenditures, for the Belmont II Community Development District.

ELEVENTH ORDER OF BUSINESS

**Ratification of Construction
Requisitions**

On a Motion by Ms. Evans, seconded by Mr. Gainer, with all in favor, the Board of Supervisors ratified the Construction Requisitions, for the Belmont II Community Development District.

TWELFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

No report.

B. District Engineer

Not present.

C. Landscape & Irrigation Report

The Board reviewed the report.

D. Aquatics Report

There were no comments on the report.

The Board approved transferring \$10,000.00 to Reserve Fund account and using the same bank being used for the General Fund account. (there should be a motion for this)

E. District Manager

Ms. Wallace advised the Board that the next regular meeting will be held on January 16, 2024, at 9:30 a.m. at the at the offices of Lennar Homes, 4301 W. Boy Scout Road Suite 600, Tampa, FL 33607.

Ms. Wallace presented the Website Compliance Report to the Board.

THIRTEENTH ORDER OF BUSINESS

Supervisor Requests

There were no supervisor requests.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On a Motion by Ms. Campagna, seconded by Mr. Gainer, with all in favor, the Board of Supervisors adjourned the meeting at 10:35 a.m. for the Belmont II Community Development District.

Assistant Secretary

Chair / Vice Chair

Tab 5

BELMONT II COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA · (813) 933-5571

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

Operation and Maintenance Expenditures November 2023 For Board Approval

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

The total items being presented: **\$46,790.97**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

BELMONT II COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Clement Eugene Hill	100160	CH101723	Board of Supervisor Meeting 10/17/23	\$ 200.00
Decort Electrical Solutions, Inc.	100168	BE09302023	Irrigation Repairs 09/23	\$ 320.00
Egis Insurance Advisors, LLC	100163	19500	Policy #100122394 10/01/2023-10/01/2024	\$ 12,079.00
Fieldstone Landscape Services	100169	21029	Landscape Maintenance 09/23	\$ 1,238.60
Florida Department of Commerce	100164	89302	Special District Fee FY 23/24	\$ 175.00
Hillsborough County BOCC	ACH	4108294164 10/23 ACH	Comm Irrigation Meters 10/23	\$ 1,444.39
Innersync Studio, Ltd	100170	21673	CDD Website Services - Annual service - 10/01/23 to 09/30/24	\$ 1,537.50
Kelly Evans	100161	KE101723	Board of Supervisor Meeting 10/17/23	\$ 200.00
Kutak Rock, LLP	100171	3295881	Legal Services 09/23	\$ 713.00
Lori Campagna	100162	LC101723	Board of Supervisor Meeting 10/17/23	\$ 200.00
Rizzetta & Company, Inc.	100165	INV0000084011	Assessment Roll FY 23/24	\$ 5,569.00
Rizzetta & Company, Inc.	100166	INV0000084107	District Management Fees 10/23	\$ 4,388.26
Rizzetta & Company, Inc.	100167	INV0000084900	District Management Fees 11/23	\$ 4,388.26
Sitex Aquatics, LLC	100172	7831B	Lake Maintenance 10/23	\$ 1,510.00

BELMONT II COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
TECO	ACH	221008591739 10/23	9743 Lemon Drop Loop, Unit 2F ACH 10/23	\$ 2,083.52
TECO	ACH	TECO Summary 10/23 ACH 183	Electric Service 10/23	<u>\$ 10,744.44</u>
Report Total				<u>\$ 46,790.97</u>

Tab 6



MONTHLY REPORT

JANUARY, 2024



BELMONT 1 & 2 CDD

PASEO AL MAR BLVD
RIVERVIEW, FL 33573
26 PONDS

Legend



Prepared for: Debby Bayne Wallace

Prepared By: Devon Craig

SUMMARY:

We have gotten a little bit of rain this past month. A little extra sure wouldn't hurt. Ponds are in are responding well to the cooler air temperatures. Algae blooms are noticeably reducing. Like last month preventative maintenance has and will continue as always as needed. Happy New Year.



Pond #200 Treated for Algae and Shoreline Vegetation.



Pond #210 Treated for Algae and Shoreline Vegetation.



Pond #220 Treated for Shoreline Vegetation.



Pond #230 Treated for Shoreline Vegetation.



Pond #240 Treated for Algae and Shoreline Vegetation.



Pond #250 Treated for Algae and Shoreline Vegetation.



Pond #260 Treated for Shoreline Vegetation.



Pond #270 Treated for Shoreline Vegetation.



Pond #280 Treated for Shoreline Vegetation.



Pond #290 Treated for Shoreline Vegetation.



Pond #FP200 Treated for Algae and Shoreline Vegetation.



Pond #FP210 Treated for Algae and Shoreline Vegetation.

Tab 7



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** February 20th, 2024 at 9:30 am

District Manager's Report

January 16, 2024

2024

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FINANCIAL SUMMARY

11/30/2023

General Fund Cash & Investment Balance:	\$ 39,512
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Reserve Fund Cash & Investment Balance:	\$0
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Debt Service Fund Investment Balance:	\$997,859
--	-----------

Total Cash and Investment Balances:	\$1,037,371
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General Fund Expense Variance:	\$62,366	Under Budget
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District Manager's Update:

- Interlocal Updates:
 - As per board's request, an email was sent to Belmont CDD to have the monuments power washed.
 - Response from Belmont CDD to boards request for an explanation of how Belmont CDD will be tracking the \$750k expansion expenses. Please see attached email 1/8/2023 from Jason Greenwood.
 - Outstanding invoices – Belmont CDD's recalculation of invoice #1 is on the agenda, Tab 1). Belmont CDD has not yet considered the second invoice. Jason will update me after their next meeting.
 - Have not yet received a response from Belmont CDD in regard to details of the Amended FY22/23 Interlocal Budget. Sent emails 12/20/23 & 1/8/24.

1/4/2023 Site Visit Report – Attached.

From: Jason Greenwood <jgreenwood@gms-tampa.com>
Sent: Monday, January 8, 2024 2:54 PM
To: Debby Bayne-Wallace <dbwallace@rizzetta.com>
Cc: Lindsay.Whelan@kutakrock.com; Tiffany Judd <TJudd@rizzetta.com>; Kelly Evans <kelly.evans@lennar.com>
Subject: Re: [EXTERNAL]Re: Interlocal Expansion Payment - Belmont CDD/Belmont II CDD

Debby,

Thank you for your email and Happy New Year. Belmont I CDD has gone through the RFQ process to select an engineering firm to help develop a plan for the amenity expansion. The board chose RVI planning + landscape Architecture and an agreement has been recently executed.

I've attached the agreement that provides some preliminary ideas what the district could potentially explore. Any updates, I will be sure to share.

Any questions, please let me know.

Cheers,

Jason Greenwood
Governmental Management Services
4530 Eagle Falls Pl
Tampa, FL 33619
Office : (813) 344-4844 Ext.103
Cell : (561) 789-8729

**AGREEMENT FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES
BETWEEN THE BELMONT COMMUNITY DEVELOPMENT DISTRICT AND RVI
PLANNING + LANDSCAPE ARCHITECTURE, INC.**

THIS AGREEMENT (“**Agreement**”) is made and entered into this 15th day of November, 2023, by and between:

Belmont Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Hillsborough County, Florida, and whose mailing address is 4530 Eagle Falls Place, Tampa, Florida 33619 (“**District**”); and

RVi Planning + Landscape Architecture, Inc., a Texas corporation, with a mailing address of 10150 Highland Manor Drive, Suite 450, Tampa, Florida 33610 (“**Design Professional**,” together with District, “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “**Act**”); and

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District’s Board of Supervisors (the “**Board**”) solicited statements of qualification from qualified firms to provide professional architectural design services relative to the redesign and expansion of the District’s amenity facility; and

WHEREAS, the District desires Design Professional to provide the District with certain Professional Architectural design services, as described in more detail in the attached **Exhibit A** (the “**Services**”), which is incorporated herein by this reference; and

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and the acts and deeds to be performed by the parties, the receipt and sufficiency of which are hereby acknowledged by the parties, it is mutually covenanted and agreed as follows:

1. RECITALS. The recitals set forth above are hereby incorporated into the terms of this Agreement.

2. SCOPE OF WORK. The Design Professional will provide certain Professional Architectural design services as described in **Exhibit A**.

3. **REPRESENTATIONS.** The Design Professional hereby represents to the District that:

- a. It has the experience and skill to perform the Services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration, and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District, provide certification of compliance with all registration and licensing requirements.
- c. It shall perform said Services in accordance with the level of skill ordinarily used by professionals performing the same of similar services in the same geographic area (the "Standard of Care") and subject to such Standard of Care in the most expeditious and economical manner.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

4. **COMPENSATION.**

- a. As compensation for the portion of the Services relating to Tasks 1 and 2, described in more detail in **Exhibit A**, the District shall compensate the Design Professional in the amount of Seventeen Thousand Three Hundred Dollars (\$17,300), plus reimbursable expenses, payable monthly based on the percentage of work completed to date.
- b. As compensation for the portion of the Services related to Tasks 3 and 4 described in more detail in **Exhibit A**, the District shall compensate the Design Professional in an amount not-to-exceed Nineteen Thousand Dollars (\$19,000), plus reimbursable expenses, on a time-and materials basis in accordance with the rates attached hereto as **Exhibit B**, payable monthly.
- c. The compensation set forth in Section 4(a) and 4(b) herein includes, but is not limited to, all permits, parts, materials, and labor necessary to complete the Services as described herein. The District shall remit payment to the Design Professional within thirty (30) days of receipt of an invoice from the Design Professional. The Design Professional shall maintain records conforming to usual accounting practices.
- d. If the District should desire additional work or services not provided in Tasks 1-4 of **Exhibit A**, the Design Professional agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement. The Design Professional shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing. No

additional services shall be provided by the Design Professional unless done at the direction of the District.

5. TERM. The term of this Agreement will be from the time of execution of this Agreement by both parties until either (1) the Services are complete, or (2) such time as this Agreement is terminated pursuant to its terms.

6. OWNERSHIP & REUSE OF DOCUMENTS. All designs, drawings, specifications, documents, calculations, and other work products, whether in hard copy or electronic form, prepared by the Design Professional are Instruments of Service, and such Instruments of Service, as well as the concepts, designs, and ideas expressed in the Instruments of Service are for use solely with respect to the project under this Agreement. The Design Professional is deemed the author and owner of the Instruments of Service, regardless of whether or not services are completed, and Consultant shall retain all common law, statutory and other reserved rights, including copyrights.

Upon Design Professional's receipt of payment in full under this Agreement for the portion of the Services completed to date, grants to the District a non-exclusive license to reproduce and utilize the Design Professional's Instruments of Service: (i) to complete the development or construction of the project under this Agreement, as applicable; (ii) for reference in operating, maintaining and repairing the project under this Agreement; and (iii) for reference in undertaking any future alteration, improvement, addition or renovation of the project under this Agreement. Absent full payment by the District under this Agreement, Design Professional grants no rights in Instruments of Service.

Reuse, change or alteration of Instruments of Service by the District or by others acting through or on behalf of the District is not permitted without the written consent of Design Professional. ANY SUCH REUSE, CHANGE OR ALTERATION BY THE DISTRICT OR THIRD PARTIES IS AT THEIR OWN RISK AND THE DISTRICT AGREES TO HOLD HARMLESS AND INDEMNIFY THE DESIGN PROFESSIONAL, ITS OFFICERS, PARTNERS, EMPLOYEES, AND SUBCONSULTANTS FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR THE DISTRICT'S ALLEGED NEGLIGENCE, ARISING OUT OF OR RELATED TO SUCH REUSE, CHANGE OR ALTERATION.

7. INSURANCE. Subject to the provisions of this Article, the Design Professional shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000

Automobile Liability
Bodily Injury / Property Damage

Combined Single Limit \$1,000,000

Professional Liability for
Errors and Omissions

\$1,000,000

If any such policy of insurance is a “claims made” policy, and not an “occurrence” policy, the Design Professional shall, without interruption, and at the District’s option, maintain the insurance for at least three years after the one-year anniversary of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker’s Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Design Professional shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. 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 without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Design Professional 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 Design Professional shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

8. CONTINGENCY FEE. The Design Professional warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Design Professional, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Design Professional, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

9. AUDIT. Records of the Design Professional pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Design Professional agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Design Professional involving transactions related to the Agreement. The Design Professional agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by the District’s records retention policy, whichever comes later.

10. INDEMNITY. The Design Professional agrees to indemnify and hold the District and its officers, supervisors, agents, staff, and representatives and any successors and assigns of the foregoing (together, “**Indemnitees**”) harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees and costs and all fees and costs of mediation or alternative dispute resolution, on a comparative basis of fault, which may come against the Indemnitees to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by the Design Professional or persons employed or utilized by Design Professional in the course of any work done in connection with any of the matters set out in this Agreement.

11. SOVEREIGN IMMUNITY. The Design Professional agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District’s limitations on liability pursuant to section 768.28, *Florida Statutes*, or any other statute or law.

12. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Jason Greenwood** (“**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 DESIGN PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DESIGN PROFESSIONAL’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 344-4844, 4530 EAGLE FALLS PLACE, TAMPA, FLORIDA 33619, JGREENWOOD@GMSTNN.COM.

13. CONFLICTS OF INTEREST. The Design Professional shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

14. SUBCONTRACTORS. The Design Professional may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Notwithstanding the foregoing, the District expressly consents to the Design Professional utilizing Sharp Design Studio LLC as a subcontractor relative to the Services set forth in this Agreement. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Design Professional shall be deemed to have made all of the representations and warranties of Design Professional set forth herein and shall be subject to any and all obligations of Design Professional hereunder. Prior to any subcontractor providing any services, Design Professional shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Design Professional shall be responsible for all acts or omissions of any subcontractors.

15. INDEPENDENT CONTRACTOR. The District and the Design Professional agree and acknowledge that the Design Professional shall serve as an independent contractor of the District. Neither the Design Professional nor employees of the Design Professional, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Design Professional agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Design Professional, if any, in the performance of this Agreement. The Design Professional shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Design Professional shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

16. THIRD PARTIES. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

17. CONTROLLING LAW. The Design Professional and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in Hillsborough County, Florida.

18. ASSIGNMENT. Neither the District nor the Design Professional shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other, and any purported assignment without such written consent is void.

19. TERMINATION. The District may terminate this Agreement for cause immediately upon written notice to Design Professional, provided that Design Professional is given five (5) days to cure the relevant issue. The District or the Design Professional may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Design Professional receives notification of the intent of the District to terminate the contract, the Design Professional shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Design Professional shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but

instead the Design Professional's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

20. RECOVERY OF COSTS AND FEES. In the event either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

21. 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 of the parties hereto and formally approved by the Board.

22. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties 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.

23. 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.

24. 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.

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

A. If to Professional: RVi Planning + Landscape Architecture, Inc.
10150 Highland Manor Drive, Suite 450
Tampa, Florida 33610
Attn: _____

With a copy to: Alan N. Harris, Esq.
Two Towne Square Suite 700
Southfield, MI 48076

B. If to District: Belmont Community Development District
4530 Eagle Falls Place
Tampa, Florida 33619
Attn: District Manager

With a copy to: Kutak Rock LLP

107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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

26. INDIVIDUAL LIABILITY OF DESIGN PROFESSIONALS. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

27. E-VERIFY. Design Professional 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, Design Professional 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 Design Professional has knowingly violated Section 448.091, *Florida Statutes*.

If the Design Professional anticipates entering into agreements with a subcontractor for the Services, Design Professional 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. Design Professional 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 Design Professional has otherwise complied with its obligations hereunder, the District shall promptly notify the Design Professional. The Design Professional agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Design Professional 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 Design Professional represents that no public employer has terminated a contract with the Design Professional under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.


28. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. The Design Professional 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*.


29. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate this Agreement.

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


Attest:

**BELMONT COMMUNITY DEVELOPMENT
DISTRICT**

DocuSigned by:

4BCB48BAB3EB405...
Secretary / Assistant Secretary

DocuSigned by:

290E5253F41F410...
Chairperson / Vice Chairperson,
Board of Supervisors

**RVI PLANNING + LANDSCAPE
ARCHITECTURE, INC.**


Witness



By: Jack Caldwell, PLA
Its: Associate Principal

Exhibit A

Scope of Services

ARTICLE 1: BASIC SERVICES

The Consultant shall provide, for the Basic Fee plus reimbursable expenses, services described in the following phases.

1.1 (TASK 01) PRELIMINARY DESIGN SERVICES

1. Attend a Kickoff Meeting to establish project program and communication protocols.
2. Obtain and review plans, maps, and records provided by the Owner.
3. Conduct preliminary field visit.
4. Summarize site development requirements, code, and policy considerations.

1.2 (TASK 02) AMENITY CONCEPTUAL SITE PLANNING SERVICES

1. Based on the Preliminary Design Strategy services, project parameters provided, and direction from the Client, Consultant will prepare Concept Design studies for the landscape components, as described below.
 - a. The Amenity Site Plan Design may include initial plan, section and elevation drawings, illustrating the general scope, scale and relationship of the landscape architectural components.
 - b. The following site and landscape improvements will be considered in the Amenity Site Plan Design:
 - Pedestrian circulation and development of outdoor people spaces;
 - A new pool layout
 - Clubhouse addition including a meeting room
 - Additional of a multipurpose sports field
 - Playground expansion
 - Exterior planting: trees, shrubs, groundcover accent planting;
 - Amenity center access control for secured facilities, including fencing layout, gate locations, and controlled access points to secure amenity campus.
2. Prepare an opinion of probable cost for the construction based on the approved amenity site plan design and other selections made by Client.
3. Review Amenity site plan design Drawings and opinion of probable construction cost with the Client for approval and authorization to proceed. Design presentations and iterations are limited to three (3). Meetings or presentations beyond those described will be billed as an additional service.

DELIVERABLES:

- Amenity Site Plan Design Plans in 24x36 format or size mutually agreed upon in coordination with partnering consultant team disciplines. Delivered in electronic (PDF) format.
- Amenity Site Plan Design Development Phase Budget, delivered in digital Excel format.

1.3 (TASK 03) CDD & NEIGHBORHOOD MEETINGS

1. Includes attendance at meetings and preparation of graphics for meetings.
2. Attend team meetings, as requested by Client to coordinate with project team regarding site plan components and desired programming.
3. Meetings will be limited to three (3).
4. Prepare site plan rendering of approved conceptual site plan to be used in neighborhood meeting. Rendering will be provided for the approved site plan in Task 02. Additional renderings to reflect revisions, additional input, and modifications will be limited to one (1) additional rendering.

DELIVERABLES:

- Attendance of RVI Staff at maximum of three (3) meetings.
- Site Plan Rendering (initial rendering of approved plan with one (1) iterations maximum)

1.4 (TASK 04) CONCEPTUAL ARCHITECTURAL SUPPORT SERVICES

1. Attend kick-off meeting with Client to discuss the program and listen to needs, concerns, and project requirements.
2. Provide sketches with collaboration on site plan analysis, placement, and building sizes.
3. Provide a code analysis to ensure the existing amenities are not affected by the addition and list any requirements for improvements.
4. Provide a proposed program site plan and schematic building floor plant that clearly identifies the proposed structure and size.

DELIVERABLES:

- Attendance at kick off meeting
- Code Analysis
- Schematic building footprint on site plan, in 24x36 format or size mutually agreed upon in coordination with partnering consultant team disciplines. Delivered in electronic (PDF) format.

ARTICLE 2: ADDITIONAL SERVICES

All services requested by the Client that are not listed in Article 1 of this Agreement are considered Additional Services. Additional Services are not included in the Basic Fee and shall be paid for by the Client as set forth in Article 4.2 of this Agreement.

2.1 Additional Services include, without limitation, the following:

1. Providing services other than those set forth in Article 1 of this Agreement;
2. Expert witness services performed in preparing for and serving in connection with public hearings, litigation, arbitration, mediation, and/or negotiations;
3. Public or other presentations beyond those described in Basic Services;
4. Preparation of presentation materials for marketing or purposes other than in-progress approvals; construction of presentation models; or preparation of finish quality renderings for the Project;
5. Revisions to drawings previously provided by Consultant due to changes in the Projects' scope, budget or schedule; instructions that are inconsistent with written approvals or instructions previously given; or enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents;
6. LEED or Sustainable SITES application, research, documentation, and certification services;
7. Services related to ADA/accessibility/compliance issues for existing site improvements which may be triggered by the design services for new improvements contemplated by this Agreement;
8. Permitting of any kind.
9. Coordination with governmental agencies.
10. Arborist review of existing trees.
11. Irrigation review, design, and recommendation.
12. Review and recommendations related to grading and drainage.
13. Verification of utilities and potential utility conflicts.
14. Any consultation, drawings, reports and other work products related to permits, approvals and ordinances; or, review and processing of permits, approvals and ordinances with agencies or municipalities having regulatory controls over the development not described in Basic Services;
15. Providing work in connection with the services of a construction manager retained by the Client;
16. Preparing drawings, specifications, supporting data and providing other services in connection with change orders to the extent that the adjustment in the basic compensation resulting from the adjusted construction costs is not commensurate with the services required of the Consultant; providing such change orders are required by causes not solely within the control of the Consultant;
17. Providing services made necessary by the default of the contractor, or by major defects or deficiencies in the work of the contractor;
18. Preparation of as-built drawings;
19. Complete architectural drawings;
20. Pool engineering, including review of condition or capacity of existing equipment;

ARTICLE 3: INFORMATION TO BE PROVIDED BY CLIENT

3.1 Client shall provide, in a timely manner, all criteria and full information regarding Client's requirements for, and limitations on, the Project, including without limitation:

1. Legal description and to-scale boundary survey of the property;
2. All deed restrictions, environmental restrictions, covenants, and all existing or pending municipal, county, state, and federal permits or approvals, and other pertinent information as required during the process;
3. Site plan of existing conditions in AutoCAD and PDF format including location, size, and shapes of buildings, pool, parking, walks, all pavement, curbs, walls, fencing, columns, and other horizontal and vertical hardscape features.
4. Engineering or survey base plan in AutoCAD and PDF format locating all utilities and easements.

5. Topographic survey including 1' contours (unless otherwise agreed by Consultant in writing), tree survey, drainage and flood plain locations, overlay zones or districts, environmental and geotechnical data, utilities, easements, rights-of-way and other existing or proposed physical improvements and impacts of the property. All files to be in AutoCAD format;
6. Financial/economic information setting forth the budget limitations for the Project;
7. A geotechnical investigation and report, including design recommendations, will be provided by the Client; In absence of report, Client will assume responsibility for site planning without geotechnical data; and
8. Designate a representative to serve as the point of contact for the project.

ARTICLE 4: COMPENSATION

4.1 BASIC SERVICES

The Client shall compensate the Consultant as follows:

Lump Sum: Consultant's compensation shall include the lump sum of \$17,300 dollars for Basic Services (the "Basic Fee"), plus the total for Additional Services performed on an hourly basis, plus reimbursable expenses. Consultant's total compensation for Basic Services shall be allocated among the various phases of the Project as set forth below and will be billed monthly based on percent of work complete for each phase of the Project, along with Additional Services and reimbursable expenses incurred during the billing period. The amounts indicated do not include amounts resulting from substantial change in scope of the Project or services. The Client agrees to pay the Consultant the following fees for the Basic Services:

Task 01: Preliminary Design Services	<u>\$ 3,500</u>
Task 02: Amenity Conceptual Site Planning Services	<u>\$13,800</u>
Subtotal Lump Sum Services	\$17,300

Hourly: Consultant's compensation shall include the total for Basic Services (the "Basic Fee") and Additional Services performed on an hourly basis, plus reimbursable expenses. Consultant's estimated compensation for Basic Services for each phase of the Project are set forth below. The amounts indicated do not include amounts for Additional Services or resulting from substantial change in scope of the Project or services. The Client agrees to pay the Consultant the following estimated fees for the Basic Services:

Task 03: CDD & Neighborhood Meetings	<u>\$ 8,000</u>
Task 04: Conceptual Architectural Support Services (Sharp)	<u>\$ 10,000</u>
Subtotal Hourly Services	\$ 18,000
Total for Lump Sum & Hourly Fees:	<u>\$35,300</u>
Reimbursable Allowance	\$ 1,000

EXHIBIT B**Design Professional Rates****Billing Rates**

RVi Planning + Landscape Architecture Billable Rates		
Role Title	Role Code	Hourly Rate
Principal	395	275.00
Principal	394	260.00
Principal	393	250.00
Principal	392	240.00
Principal	391	230.00
Principal	390	220.00
Associate Principal	386	250.00
Associate Principal	385	240.00
Associate Principal	384	230.00
Associate Principal	383	220.00
Associate Principal	382	210.00
Associate Principal	381	200.00
Associate Principal	380	190.00
Practice Director	377	230.00
Practice Director	376	220.00
Practice Director	375	210.00
Practice Director	374	200.00
Practice Director	373	190.00
Practice Director	372	180.00
Practice Director	371	170.00
Practice Director	370	160.00
Project Director	368	230.00
Project Director	367	220.00
Project Director	366	210.00
Project Director	365	200.00
Project Director	364	190.00
Project Director	363	180.00
Project Director	362	170.00
Project Director	361	160.00

RVi Planning + Landscape Architecture Billable Rates		
Role Title	Role Code	Hourly Rate
Project Director	360	150.00
Senior Project Manager	351	230.00
Senior Project Manager	350	220.00
Senior Project Manager	349	210.00
Senior Project Manager	348	200.00
Project Manager	347	200.00
Project Manager	346	190.00
Project Manager	345	180.00
Project Manager	344	170.00
Project Manager	343	160.00
Associate Project Manager	342	160.00
Associate Project Manager	341	150.00
Associate Project Manager	340	140.00
Senior Landscape Architect (LA) / Planner (AICP)	337	220.00
Senior Landscape Architect (LA) / Planner (AICP)	336	210.00
Senior Landscape Architect (LA) / Planner (AICP)	335	200.00
Senior Landscape Architect (LA) / Planner (AICP)	334	190.00
Landscape Architect (LA) / Planner (AICP)	333	180.00
Landscape Architect (LA) / Planner (AICP)	332	170.00
Landscape Architect (LA) / Planner (AICP)	331	160.00
Landscape Architect (LA) / Planner (AICP)	330	150.00

RVi Planning + Landscape Architecture Billable Rates		
Role Title	Role Code	Hourly Rate
Senior Design/Planning Associate	324	200.00
Senior Design/Planning Associate	323	190.00
Senior Design/Planning Associate	322	180.00
Senior Design/Planning Associate	321	170.00
Senior Design/Planning Associate	320	160.00
Senior Design/Planning Associate	319	150.00
Design/Planning Associate	318	150.00
Design/Planning Associate	317	140.00
Design/Planning Associate	316	130.00
Design/Planning Associate	315	120.00
Design/Planning Associate	314	110.00
Design/Planning Associate	313	100.00
Design/Planning Intern	312	110.00
Design/Planning Intern	311	100.00
Design/Planning Intern	310	90.00
Administrative Services		
Project Administrator	308	175.00
Project Administrator	307	150.00
Project Administrator	306	140.00
Project Administrator	305	130.00
Project Administrator	304	120.00
Project Administrator	303	110.00
Project Administrator	302	100.00
Project Administrator	301	90.00
Project Administrator	300	80.00

Sharp Design Billable Rates	
Role Title	Hourly Rate
Principal / President	200.00
Designer / Executive / Architect	185.00
Project Manager	150.00
Job Captain	115.00
CAD / Drafting	95.00
Administrative / Support Staff	80.00

EXHIBIT C

Limits of Work

Amenity Center Expansion Exhibit 1



From: Debby Bayne-Wallace <dbwallace@rizzetta.com>

Sent: Monday, January 8, 2024 2:32 PM

To: Kelly Evans <kelly.evans@lennar.com>; Shane Wumkes <swumkes@fieldstonels.com>; Elizabeth moore <Emoore@fieldstonels.com>

Cc: Wesley Elias <WElias@rizzetta.com>

Subject: Belmont II CDD - 1/4/2024 Site Visit

Kelly/Shane/Liz,

Please see the photos and notes below. Landscaping and ponds are well maintained in the interlocal and non-interlocal areas. Please let me know if you have any questions.

Thank you.

Debby Wallace

Regional Manager

813.933.5571 Ext: 8814

dbwallace@rizzetta.com

rizzetta.com

Board Of Supervisors: In an effort to maintain compliance with the Florida Sunshine Law, please do not reply globally to this notification. Any questions should be directed to the sending party only or to the Management Office at (813) 933-5571.

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Mail kiosk area.



Pocket Park at the end of Bounding Home.



Ponds well maintained.





Seattle Slew pocket park – part of the interlocal and Belmont CDD is working on the sod.



Entryways at Bounding Home and Colonial Affair well maintained. I sent an email to Belmont CDD to power wash the monuments.





Pond along Gallant Man Rd.



Jeremy will straighten this sign along Gallant Man, a CDD road.



Entryways to parcel F townhomes well maintained.





By 301 entryway to townhomes. I sent this photo to District Engineer. Possible pond bank erosion.





