

HYDE PARK

COMMUNITY DEVELOPMENT

DISTRICT 1

September 8, 2023

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

HYDE PARK

COMMUNITY DEVELOPMENT DISTRICT 1

AGENDA LETTER

Hyde Park Community Development District 1
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

September 1, 2023

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors
Hyde Park Community Development District 1

Dear Board Members:

The Board of Supervisors of the Hyde Park Community Development District 1 will hold a Regular Meeting on September 8, 2023 at 10:00 a.m., at the offices of Coleman, Yovanovich & Koester, P.A., Northern Trust Bank Building, 4001 Tamiami Trail N., Suite 300, Naples, Florida 34103. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Revised Proposal from Mitchell and Stark for Phase 2 Work
4. Discussion: Lake Maintenance
5. Acceptance of Unaudited Financial Statements as of July 31, 2023
6. Approval of August 11, 2023 Public Hearing and Regular Meeting Minutes
7. Staff Reports
 - A. District Counsel: *Coleman, Yovanovich & Koester, P.A.*
 - B. District Engineer: *Hole Montes, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: October 13, 2023 at 10:00 AM

○ QUORUM CHECK

SEAT 1	MATHEW LAVISH	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	BEN GIBBS	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	STEVE WOJCECHOWSKYJ	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	CARL THRUSHMAN	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	CLIFFORD OLSON	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

8. Board Members' Comments/Requests

9. Public Comments

10. Adjournment

I look forward to seeing all of you at the upcoming meeting. In the meantime, if you should have any questions or concerns, please do not hesitate to contact me directly at (239) 464-7114.

Sincerely,



Chesley E. Adams, Jr.
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 229 774 8903

HYDE PARK

COMMUNITY DEVELOPMENT DISTRICT 1

3

HYDE PARK CDD 1 – SKYSAIL PHASE 2 INFRASTRUCTURE IMPROVEMENTS

BID TABULATION WORKSHEET

WEDNESDAY, MARCH 1, 2023 @ 2:00 P.M. – BID OPENING

COMPANY NAME FEDERAL ID INFORMATION BUSINESS TAX RECEIPT/EXPIRATION DATE	DATE & TIME REC'D	BID BOND CERTIFIED OR CASHIERS CHECK	FORMS COMPLETED Sec. 3 - Proposal Sec. 3 - Public Entity Crimes Statement Signed Sec. 5 - Contract	PERFORMANCE BOND AMOUNT	INSURANCE CONTRACTS AND CERTIFICATES OF INSURANCE	QUALIFICATIONS OF BIDDERS and # OF EMPL. & ID'S FOR IRS	EDUCATIONAL BACKGROUND & PROF. EXP. OF FIRM OWNERS & EMP. ON PROJ.	COMMENTS
Company Name: Mitchell & Stark Construction Company Federal ID: State of Fl. License – DPR License Number: CUC046020 Expiration Date: August 31, 2024 Bus. Tax Receipt: DID NOT PROVIDE	03/01/23 @ 11:54 am, delivered by John Dina	5% Bid Bond Provided	Sec. 3 - Proposal – Rec'd Sec. 3 - Public Entity Crimes Signed Statement - Received	\$4,452,274.93	Not Included	Not Included	Not Included	No other bids were received.
Company Name: Federal ID: Bus. Tax Receipt								
Company Name: Federal ID: Bus. Tax Receipt								
Company Name: Federal ID: Bus. Tax Receipt								
Company Name: Federal ID: Bus. Tax Receipt								

MITCHELL & STARK CONSTRUCTION CO., INC.
6001 SHIRLEY STREET, NAPLES FL 34109
PHONE: (239) 597-2165 EXT. 317
EMAIL: JDINA@MITCHELLSTARK.COM

BID FOR: Hyde Park - SkySail Phase 2
DATE: 8-29-2023

BID TO: NEAL COMMUNITIES
ATTENTION: DAN CIESIELSKI

DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
EARTHWORK, PAVING, & GRADING				
Mobilization	LS	1	\$260,000.00	\$260,000.00
Silt Fence	LF	10487	\$2.00	\$20,974.00
Clear & Grub	AC	11	\$1,200.00	\$13,200.00
ROW fill: Excavate, Haul, Place, and Grade	CY	2500	\$9.75	\$24,375.00
Lot fill: Excavate, Haul, and Place	CY	17500	\$7.40	\$129,500.00
Type A Curb	LF	203	\$21.74	\$4,413.22
Type F Curb	LF	555	\$26.03	\$14,443.88
Valley Gutter (2' wide)	LF	11588	\$16.51	\$191,317.88
Finish 6" Limerock Base	SY	16610	\$15.85	\$263,268.50
12" Stabilized Subgrade	SY	20041	\$3.00	\$60,123.00
Bahia Sod	SY	20134	\$2.75	\$55,368.50
Stormwater Pollution Prevention Plan Maintenanar	LS	1	\$101,500.00	\$101,500.00
Sub-Total				\$1,138,483.98
DRAINAGE				
12" HDPE	LF	1992	\$31.05	\$61,851.60
15" HDPE	LF	850	\$48.40	\$41,140.00
18" HDPE	LF	273	\$61.85	\$16,885.05
15" RCP	LF	288	\$63.30	\$18,230.40
18" RCP	LF	384	\$78.40	\$30,105.60
24" RCP	LF	1008	\$105.20	\$106,041.60
30" RCP	LF	563	\$151.65	\$85,378.95
36" RCP	LF	693	\$223.80	\$155,093.40
48" RCP	LF	348	\$334.05	\$116,249.40
15" Flared End Section	EA	2	\$4,020.00	\$8,040.00
18" Flared End Section	EA	1	\$4,330.00	\$4,330.00
24" Flared End Section	EA	5	\$4,850.00	\$24,250.00
30" Flared End Section	EA	1	\$6,850.00	\$6,850.00
36" Flared End Section	EA	2	\$7,720.00	\$15,440.00
42" Flared End Section	EA	1	\$10,059.50	\$10,059.50
48" Flared End Section	EA	2	\$10,320.00	\$20,640.00
Type C Bottom - Valley Gutter Frame & Grate	EA	16	\$6,029.00	\$96,464.00
Type E Bottom - Valley Gutter Frame & Grate	EA	2	\$7,720.00	\$15,440.00
Type "J" Bottom - Valley Gutter Frame & Grate	EA	3	\$8,589.50	\$25,768.50
Type "J" Bottom - Type 9 Frame & Grate	EA	1	\$8,589.50	\$8,589.50
Ditch Bottom Type "C" Catch Basin	EA	1	\$4,272.50	\$4,272.50
Ditch Bottom Type "E" Catch Basin	EA	2	\$6,538.00	\$13,076.00

DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
Yard Drain Inlet	EA	28	\$1,840.00	\$51,520.00
Water Control Structure #4	EA	1	\$16,775.00	\$16,775.00
Connect 42" Pipe to Existing Inlet	EA	1	\$3,500.00	\$3,500.00
Modify Control Structure #1	EA	1	\$7,000.00	\$7,000.00
Sub-Total				\$962,991.00

IQ MAIN

6" PVC Irrigation Main DR14	LF	110	\$66.20	\$7,282.00
6" PVC Irrigation Main DR18	LF	2885	\$47.55	\$137,181.75
8" PVC Irrigation Main DR18	LF	1780	\$63.80	\$113,564.00
8" PVC Irrigation Main DR14	LF	140	\$81.70	\$11,438.00
6" Gate Valve and Box	EA	3	\$2,320.00	\$6,960.00
8" Gate Valve and Box	EA	5	\$3,140.00	\$15,700.00
Irrigation Main Plug	EA	5	\$395.00	\$1,975.00
Air Release Valve	EA	8	\$2,570.00	\$20,560.00
Double IQ Service	EA	69	\$1,855.00	\$127,995.00
Single IQ Service	EA	35	\$1,595.00	\$55,825.00
Plug	EA	5	\$370.00	\$1,850.00
Connect to Existing	EA	4	\$4,430.00	\$17,720.00
Temp Blowoff Assembly	EA	4	\$2,018.00	\$8,072.00
Sub-Total				\$526,122.75

WATER

8" PVC Water Main DR14	LF	120	\$73.45	\$8,814.00
8" PVC Water Main DR18	LF	3166	\$63.05	\$199,616.30
10" PVC Water Main DR18	LF	1700	\$83.25	\$141,525.00
10" PVC Water Main DR14	LF	120	\$96.50	\$11,580.00
8" Gate Valve and Box	EA	6	\$3,140.00	\$18,840.00
10" Gate Valve and Box	EA	6	\$4,500.00	\$27,000.00
Fire Hydrant Assembly	EA	14	\$9,660.00	\$135,240.00
Double Water Service	EA	74	\$1,775.00	\$131,350.00
Single Water Service	EA	38	\$1,525.00	\$57,950.00
Auto Flush Device	EA	4	\$9,960.00	\$39,840.00
Temporary Blowoff Assembly (10")	EA	1	\$2,460.00	\$2,460.00
Temporary Blowoff Assembly (8")	EA	5	\$2,180.00	\$10,900.00
Permanent Blowoff Assembly (8")	EA	2	\$12,490.00	\$24,980.00
Connect to Existing	EA	5	\$4,585.00	\$22,925.00
Perm Bacterial Sample Point	EA	10	\$2,935.00	\$29,350.00
Temp Bacterial Sample Point	EA	4	\$1,450.00	\$5,800.00
Sub-Total				\$868,170.30

FORCE MAIN & PUMP STATION

8" PVC Force Main DR14	LF	85	\$117.35	\$9,974.75
8" PVC Force Main DR18	LF	1691	\$63.00	\$106,533.00
8" Plug Valve and Box	EA	2	\$3,310.00	\$6,620.00
Air Release Valve	EA	2	\$9,400.00	\$18,800.00
Sub-Total				\$141,927.75

DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
SEWAGE COLLECTION				
8" PVC Gravity Sewer 0-6' Cut	LF	2206	\$57.50	\$126,845.00
8" PVC Gravity Sewer 6-8' Cut	LF	1883	\$64.00	\$120,512.00
8" PVC Gravity Sewer 8 - 10' Cut	LF	1309	\$81.50	\$106,683.50
8" PVC Gravity Sewer 10 - 12' Cut	LF	503	\$91.50	\$46,024.50
Manhole 0-6' Cut	EA	16	\$9,350.00	\$149,600.00
Manhole 6-8' Cut	EA	8	\$10,495.00	\$83,960.00
Manhole 8 - 10' Cut	EA	7	\$12,783.00	\$89,481.00
Manhole 10 - 12' Cut	EA	2	\$13,625.00	\$27,250.00
6" Service Laterals	LF	3014	\$31.95	\$96,297.30
6" Cleanouts (double)	EA	66	\$1,590.00	\$104,940.00
6" Cleanout (single)	EA	35	\$1,405.00	\$49,175.00
Video Gravity Sewer	LF	5901	\$2.00	\$11,802.00
Video Gravity Sewer (1 year after acceptance)	LF	5901	\$4.00	\$23,604.00
Sub-Total				\$1,036,174.30
Survey & Density Testing				
Construction Survey	LS	1	\$60,500.00	\$60,500.00
Density Testing	LS	1	\$37,975.00	\$37,975.00
Sub-Total				\$98,475.00
Total				\$4,772,345.08

Bond No. _____

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY:

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

DOLLARS

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$

DOLLARS

Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Company:

Signature: _____

Corporate Seal

Signature: _____

Corporate Seal

Name and Title:

Name and Title:

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services

required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 4 is amended to insert sub-paragraph 4.3, which states:

4.3 Claimants have furnished to Surety proof of claim duly sworn to by Claimants with adequate supporting documentation proving the amount claimed is due and payable.

Paragraph 5 shall be amended to delete the word "or" and insert the word "and" in its place.

Paragraph 6 and its sub-paragraphs 6.1 and 6.2 shall be deleted in their entirety and replaced with the following: When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall, within 90 days of the date when claimant finally completed its satisfactions of the conditions of Paragraph 4 notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the Claimant's sole remedy shall be the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.

Paragraph 12 shall be amended to add the following paragraph:

CLAIM NOTICE for the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND INSURANCE COMPANY and/or AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY must be sent to the following address: Contract Surety Bond Claims, c/o ZURICH, 1400 American Lane, Schaumburg, IL 60196.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL (Corporate Seal)
Company:
Signature: _____
Name and Title:
Address:

SURETY: (Corporate Seal)
Company:
Signature: _____
Name and Title:
Address:

Bond No. _____

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY:

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount: \$

DOLLARS

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$

DOLLARS

Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Company:

Corporate Seal

Corporate Seal

Signature: _____

Signature: _____

Name and Title:

Name and Title:

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Printed in cooperation with the American Institute of Architects (AIA) by

vouches that the language in the document conforms exactly to the

language used in AIA Document A-312, December 1984 Edition.

PRF76002ZZ0601f

Without Modifications

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it

may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contractors, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction

shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the

Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page).

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY:

Company: _____ (Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:

HYDE PARK

COMMUNITY DEVELOPMENT DISTRICT 1

UNAUDITED FINANCIAL STATEMENTS

**HYDE PARK
COMMUNITY DEVELOPMENT DISTRICT 1
FINANCIAL STATEMENTS
UNAUDITED
JULY 31, 2023**

**HYDE PARK
COMMUNITY DEVELOPMENT DISTRICT 1
BALANCE SHEET
GOVERNMENTAL FUNDS
JULY 31, 2023**

	General Fund	Debt Service Fund Series 2022	Capital Projects Fund Series 2022	Total Governmental Funds
ASSETS				
Cash	\$ 105,884	\$ -	\$ -	\$ 105,884
Investments				
Revenue	-	9,199	-	9,199
Reserve	-	246,100	-	246,100
Construction	-	-	169,513	169,513
Due from Landowner	1,028	-	-	1,028
Total assets	<u>\$ 106,912</u>	<u>\$ 255,299</u>	<u>\$ 169,513</u>	<u>\$ 531,724</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Contracts payable	\$ -	\$ -	\$ 1,691	\$ 1,691
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>6,000</u>	<u>-</u>	<u>1,691</u>	<u>7,691</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	1,028	-	-	1,028
Total deferred inflows of resources	<u>1,028</u>	<u>-</u>	<u>-</u>	<u>1,028</u>
Fund balances:				
Restricted for:				
Debt service	-	255,299	-	255,299
Capital projects	-	-	167,822	167,822
Unassigned	99,884	-	-	99,884
Total fund balances	<u>99,884</u>	<u>255,299</u>	<u>167,822</u>	<u>523,005</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 106,912</u>	<u>\$ 255,299</u>	<u>\$ 169,513</u>	<u>\$ 531,724</u>

**HYDE PARK
COMMUNITY DEVELOPMENT DISTRICT 1
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JULY 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 162,673	\$ 162,673	100%
Total revenues	<u>-</u>	<u>162,673</u>	<u>162,673</u>	100%
EXPENDITURES				
Professional & administrative				
Supervisors	-	1,077	12,000	9%
Management/accounting/recording	4,000	40,000	48,000	83%
Legal	438	5,798	15,000	39%
Engineering	-	1,492	7,500	20%
Audit*	-	-	3,500	0%
Arbitrage rebate calculation*	-	-	750	0%
Dissemination agent*	83	833	1,000	83%
Trustee*	-	-	4,000	0%
Telephone	17	167	200	84%
Postage	8	144	1,000	14%
Printing & binding	83	833	1,000	83%
Legal advertising	-	1,620	2,500	65%
Annual special district fee	-	175	175	100%
Insurance	-	5,375	5,500	98%
Contingencies/bank charges	4	147	750	20%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	420	210	200%
Total professional & administrative	<u>4,633</u>	<u>58,786</u>	<u>103,790</u>	57%
Field operations				
Field management	-	-	2,000	0%
Lake maintenance	500	3,000	51,880	6%
Contingencies	-	-	5,000	0%
Total field operations	<u>500</u>	<u>3,000</u>	<u>58,880</u>	5%
Total expenditures	<u>5,133</u>	<u>61,786</u>	<u>162,670</u>	38%
Excess/(deficiency) of revenues over/(under) expenditures	(5,133)	100,887	3	
Fund balances - beginning	105,017	(1,003)	-	
Fund balances - ending	<u>\$ 99,884</u>	<u>\$ 99,884</u>	<u>\$ 3</u>	

*Expenses will be realized during budget year following bond issued.

-	Must equal zero
<i>Current month ending FB - YTD ending</i>	

**HYDE PARK
COMMUNITY DEVELOPMENT DISTRICT 1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022
FOR THE PERIOD ENDED JULY 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ 327,531	\$ 492,200	67%
Interest	978	9,311	-	N/A
Total revenues	<u>978</u>	<u>336,842</u>	<u>492,200</u>	68%
EXPENDITURES				
Debt Service				
Principal	-	160,000	160,000	100%
Interest	-	334,005	334,005	100%
Total debt service	<u>-</u>	<u>494,005</u>	<u>494,005</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	978	(157,163)	(1,805)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(1,953)	-	N/A
Total other financing sources	<u>-</u>	<u>(1,953)</u>	<u>-</u>	N/A
Net change in fund balances	978	(159,116)	(1,805)	
Fund balances - beginning	254,321	414,415	414,668	
Fund balances - ending	<u>\$ 255,299</u>	<u>\$ 255,299</u>	<u>\$ 412,863</u>	

**HYDE PARK
COMMUNITY DEVELOPMENT DISTRICT 1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED JULY 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 691	\$ 70,554
Total revenues	<u>691</u>	<u>70,554</u>
EXPENDITURES		
Construction costs	1,691	3,535,683
Costs of issuance	-	8,313
Total expenditures	<u>1,691</u>	<u>3,543,996</u>
Excess/(deficiency) of revenues over/(under) expenditures	(1,000)	(3,473,442)
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	1,953
Total other financing sources/(uses)	<u>-</u>	<u>1,953</u>
Net change in fund balances	(1,000)	(3,471,489)
Fund balances - beginning	168,822	3,639,311
Fund balances - ending	<u>\$ 167,822</u>	<u>\$ 167,822</u>

HYDE PARK

COMMUNITY DEVELOPMENT DISTRICT 1

MINUTES

DRAFT

**MINUTES OF MEETING
HYDE PARK
COMMUNITY DEVELOPMENT DISTRICT 1**

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The Board of Supervisors of the Hyde Park Community Development District 1 held a Public Hearing and Regular Meeting on August 11, 2023 at 10:00 a.m., at the offices of Coleman, Yovanovich & Koester, P.A., Northern Trust Bank Building, 4001 Tamiami Trail N., Suite 300, Naples, Florida 34103.

Present were:

Matthew Lavish	Chair
Ben Gibbs	Vice Chair
Steven Wojcechowskyj (via telephone)	Assistant Secretary
Clifford Olson	Assistant Secretary
Carl Thrushman	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Greg Urbancic	District Counsel
Terry Cole (via telephone)	District Engineer
John McKay	Neal Communities

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 10:01 a.m. Supervisors Lavish, Gibbs, Olson and Mamone were present. Supervisor Wojcechowskyj attended via telephone.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2023/2024 Budget**

A. Proof/Affidavit of Publication

39 **B. Consideration of Resolution 2023-06, Relating to the Annual Appropriations and**
 40 **Adopting the Budget for the Fiscal Year Beginning October 1, 2023, and Ending**
 41 **September 30, 2024; Authorizing Budget Amendments; and Providing an Effective**
 42 **Date**

43 Mr. Adams presented Resolution 2023-06. He reviewed the proposed Fiscal Year 2024
 44 budget, which is unchanged since it was last presented. Assessments will be on roll in Fiscal
 45 Year 2024.

46 **Mr. Adams opened the Public Hearing.**

47 No members of the public spoke.

48 **Mr. Adams closed the Public Hearing.**

49

50 **On MOTION by Mr. Olson and seconded by Mr. Lavish, with all in favor,**
 51 **Resolution 2023-06, Relating to the Annual Appropriations and Adopting the**
 52 **Budget for the Fiscal Year Beginning October 1, 2023, and Ending September**
 53 **30, 2024; Authorizing Budget Amendments; and Providing an Effective Date,**
 54 **was adopted.**

55

56

57 **FOURTH ORDER OF BUSINESS**

Consideration of Resolution 2023-07,
Making a Determination of Benefit and
Imposing Special Assessments for Fiscal
Year 2023/2024; Providing for the
Collection and Enforcement of Special
Assessments; Certifying an Assessment
Roll; Providing for Amendments to the
Assessment Roll; Providing a Severability
Clause; and Providing an Effective Date

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Mr. Adams presented Resolution 2023-07.

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70 **On MOTION by Mr. Lavish and seconded by Mr. Gibbs, with all in favor,**
 71 **Resolution 2023-07, Making a Determination of Benefit and Imposing Special**
 72 **Assessments for Fiscal Year 2023/2024; Providing for the Collection and**
 73 **Enforcement of Special Assessments; Certifying an Assessment Roll; Providing**
 74 **for Amendments to the Assessment Roll; Providing a Severability Clause; and**
 75 **Providing an Effective Date, was adopted.**

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FIFTH ORDER OF BUSINESS

Consideration of Resolution 2023-08, Extending the Terms of Office of All Current Supervisors to Coincide with the General Election Pursuant to Section 190.006, Florida Statutes; Providing for Severability; and Providing an Effective Date

Mr. Adams presented Resolution 2023-08.

On MOTION by Mr. Gibbs and seconded by Mr. Lavish, with all in favor, Resolution 2023-08, Extending the Terms of Office of All Current Supervisors to Coincide with the General Election Pursuant to Section 190.006, Florida Statutes; Providing for Severability; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of June 30, 2023

Mr. Adams presented the Unaudited Financial Statements as of June 30, 2023.

The financials were accepted.

SEVENTH ORDER OF BUSINESS

Approval of June 9, 2023 Regular Meeting Minutes

Mr. Adams presented the June 9, 2023 Regular Meeting Minutes.

On MOTION by Mr. Olson and seconded by Mr. Lavish, with all in favor, the June 9, 2023 Regular Meeting Minutes, as presented, were approved.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Coleman, Yovanovich & Koester, P.A.

Mr. Urbancic stated the Boundary Amendment petition is still being processed by the County Attorney.

114 **B. District Engineer: Hole Montes, Inc.**

115 Mr. Cole reported the following:

116 ➤ Revised amounts from Mitchell & Stark (M&S) on the Phase 2 bid are being reviewed.
117 M&S reviewed the plans and had a few adjustments on some quantities and some minor price
118 increases since the March bid.

119 **C. District Manager: Wrathell, Hunt and Associates, LLC**

120 • **NEXT MEETING DATE: September 8, 2023 at 10:00 a.m.**

121 ○ **QUORUM CHECK**

122 ■ **Consideration: Advanced Aquatic Services Inc., Proposal for Midge Fly Treatments**

123 **This item was an addition to the agenda.**

124

125 **On MOTION by Mr. Lavish and seconded by Mr. Thrushman, with all in favor,**
126 **the Advanced Aquatic Services Inc., proposal for three Midge Fly Treatments**
127 **on Lakes 1, 2, 3 and 4, in the amount of \$1,650 per treatment for a total of**
128 **\$4,950, and authorizing Staff to engage the contractor, was approved.**

129

130

131 **NINTH ORDER OF BUSINESS**

Board Members' Comments/Requests

132

133 There were no Board Members' comments or requests.

134

135 **TENTH ORDER OF BUSINESS**

Public Comments

136

137 No members of the public spoke.

138

139 **ELEVENTH ORDER OF BUSINESS**

Adjournment

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142 **On MOTION by Mr. Lavish and seconded by Mr. Gibbs, with all in favor, the**
143 **meeting adjourned at 10:10 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

HYDE PARK

COMMUNITY DEVELOPMENT DISTRICT 1

STAFF

REPORTS

HYDE PARK COMMUNITY DEVELOPMENT DISTRICT 1

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

*offices of Coleman, Yovanovich & Koester, P.A., Northern Trust Bank Building,
4001 Tamiami Trail N., Suite 300, Naples, Florida 34103*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 13, 2023	Regular Meeting	10:00 AM
November 10, 2023	Regular Meeting	10:00 AM
December 8, 2023	Regular Meeting	10:00 AM
January 12, 2024	Regular Meeting	10:00 AM
February 9, 2024	Regular Meeting	10:00 AM
March 8, 2024	Regular Meeting	10:00 AM
April 12, 2024	Regular Meeting	10:00 AM
May 10, 2024	Regular Meeting	10:00 AM
June 14, 2024	Regular Meeting	10:00 AM
July 12, 2024	Regular Meeting	10:00 AM
August 9, 2024	Regular Meeting	10:00 AM
September 13, 2024	Regular Meeting	10:00 AM