



Rizzetta & Company

Eagle Pointe Community Development District

**Board of Supervisors' Meeting
May 4, 2023**

**District Office:
2700 S. Falkenburg Road, Suite 2745
Riverview, FL 33578**

www.eaglepointecdd.org

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT AGENDA

Board of Supervisors	Candice Smith Greg Meath Troy Simpson Paul Martin Roger Aman	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Taylor Nielsen	Rizzetta & Company, Inc.
District Counsel	Jere Earlywine	Kutak Rock
District Engineer	Trent Stephenson	LevelUp Consulting

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)533-2950. 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.

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 2700 S. FALKENBURG ROAD, SUITE 2700• RIVERVIEW, FLORIDA 33578
WWW.EAGLEPOINTECDD.ORG

April 27, 2023

Board of Supervisors
**Eagle Pointe Community
Development District**

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Eagle Pointe Community Development District will be held on **Thursday, May 4, 2023 at 10:45 a.m.** at the Eagle Pointe Clubhouse, located at 11450 Moonsail Drive, Parrish, FL 34219. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on November 3, 2022..... Tab 1
 - B. Consideration of the Minutes of the 2nd Audit Committee Meeting held on November 3, 2022..... Tab 2
 - C. Consideration of the Minutes of the Landowner Meeting held on November 4, 2022..... Tab 3
 - D. Consideration of the Minutes of the Special Meeting held on December 7, 2022..... Tab 4
 - E. Consideration of the Operations and Maintenance Expenditures For the Months of January 2023 through March 2023..... Tab 5
- 4. BUSINESS ITEMS**
 - A. Discussion on Amenity Facility Rental Rates
 - B. Consideration of Resolution 2023-02, Designating Officers of the District Tab 6
 - C. Ratification of Pool Maintenance Contract..... Tab 7
 - D. Ratification of Janitorial Maintenance Contract..... Tab 8
 - E. Ratification of Eco Logic Midge Fly Proposal..... Tab 9
 - F. Consideration of Resolution 2023-03, Approving the Fiscal Year 2023/2024 Proposed Budget and Setting the Public Hearing on the Final Budget..... Tab 10
- 5. STAFF REPORT**
 - A. Clubhouse Manager
 1. Presentation of Clubhouse Manager Report Tab 11
 - B. District Counsel
 - C. District Engineer
 - D. District Manager
 1. Presentation of District Manager Report..... Tab 12
- 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 contact me at (813) 533-2950.

Very truly yours,

Taylor Nielsen

Taylor Nielsen
District Manager

Tab 1

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.

**EAGLE POINTE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the **Eagle Pointe Community Development District** will be held on **Thursday, November 3, 2022 at 11:23 a.m.** at the Harrison Ranch Clubhouse, located at 5755 Harrison Ranch Boulevard, Parrish, FL 34219. The following is the agenda for this meeting:

Present and constituting a quorum:

Candice Smith	Board Supervisor, Chairman
Paul Martin	Board Supervisor, Assistant Secretary
Roger Aman	Board Supervisor, Assistant Secretary

Also present were:

Taylor Nielsen	District Manager, Rizzetta & Co., Inc.
Jere Earlywine	District Counsel; KE Law
John Fowler	Landscape Inspection Services; Rizzetta & Co., Inc.
John Toborg	Landscape Inspection Services; Rizzetta & Co., Inc.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Nielsen called the meeting to order and performed roll call.

SECOND ORDER OF BUSINESS

Audience Comments

There were no audience comments.

THIRD ORDER OF BUSINESS

**Consideration of the Regular Meeting
held on August 4, 2022**

The Board considered the Minutes of the Regular Meeting held on August 4, 2022 and asked if there were any questions, comments or revisions to the minutes. There were none.

On a motion by Ms. Smith, seconded by Mr. Aman, with all in favor, the Board of Supervisors approved the Minutes of the Regular Meeting held on August 4, 2022, for the Eagle Pointe Community Development District.

FOURTH ORDER OF BUSINESS

**Consideration of the 1st Audit Meeting
held on August 4, 2022**

The Board considered the Minutes of the 1st Audit Meeting held on August 4, 2022 and asked if there were any questions, comments or revisions to the minutes. There were none.

On a motion by Mr. Aman, seconded by Ms. Smith, with all in favor, the Board of Supervisors approved the Minutes of the 1st Audit Meeting held on August 4, 2022, for the Eagle Pointe Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of O&M Expenditures for
June & July 2022**

Mr. Nielsen presented the Operation and Maintenance Expenditures for June & July 2022. He asked if there were any questions regarding any item of Expenditure. There were none.

On a motion by Ms. Smith, seconded by Mr. Aman, with all in favor, the Board of Supervisors approved the Operations and Maintenance Expenditures for June 2022 (\$18,217.11) and July 2022 (\$14,807.77), for the Eagle Pointe Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2023-01,
Revised FY 22-23 Meeting Schedule**

Mr. Nielsen presented Resolution 2023-01, Revised FY 22-23 Meeting Schedule to the Board.

On a Motion by Mr. Aman, seconded by Ms. Smith, with all in favor, the Board of Supervisors adopted Resolution 2023-01, Revised FY 22-23 Meeting Schedule, for the Eagle Pointe Community Development District.

SEVENTH ORDER OF BUSINESS

Review of L&I Maintenance RFP Manual

Mr. Nielsen presented the L&I Maintenance Manual for review.

On a Motion by Ms. Smith, seconded by Mr. Aman, with all in favor, the Board of Supervisors approved to authorize staff to move forward with the RFP process, as presented in the RFP manual, for the Eagle Pointe Community Development District.

EIGHTH ORDER OF BUSINESS

Consideration of Amenity Services Agreement

Mr. Nielsen presented the Amenity Services Agreement to the Board.

On a Motion by Ms. Smith, seconded by Mr. Aman, with all in favor, the Board of Supervisors approved the Amenity Services Agreement in substantial form, for the Eagle Pointe Community Development District.

NINTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

No update.

B. District Engineer

No report, not present.

C. Landscape Inspection Report

Mr. Fowler presented the Landscape Inspection Report.

The Board requested Rizzetta get a proposal for fertilizer to be conducted at Eagle Pointe by Sunrise if it's not already in their monthly contract.

D. District Manager

Mr. Nielsen announced that the next regular scheduled meeting will be held on Thursday, February 2, 2023 at 10:45 A.M.

1. Review of District Manager Report

Mr. Nielsen presented his report to the Board.

TENTH ORDER OF BUSINESS

Supervisor Requests

There were no Supervisor Requests.

124
125

ELEVENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Aman, seconded by Ms. Smith, with all in favor, the Board of Supervisors' adjourned the meeting at 11:48 a.m., for the Eagle Pointe Community Development District.

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Secretary /Assistant Secretary

Chairman/Vice Chairman

Tab ☐

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.

**EAGLE POINTE
COMMUNITY DEVELOPMENT DISTRICT**

The 2nd Audit Committee Meeting of the Board of Supervisors of the Eagle Pointe Community Development District was held on **Thursday, November 3, 2022 at 10:45 a.m.** at the Harrison Ranch Clubhouse, located at 5755 Harrison Ranch Boulevard, Parrish, FL 34219.

Present and constituting a quorum were:

Candice Smith	Board Supervisor, Chairman
Paul Martin	Board Supervisor, Assistant Secretary
Roger Aman	Board Supervisor, Assistant Secretary

Also present were:

Taylor Nielsen	District Manager, Rizzetta & Company, Inc.
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FIRST ORDER OF BUSINESS **Call to Order**

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

SECOND ORDER OF BUSINESS **Presentation of Audit Proposals**

Mr. Nielsen presented the Audit Proposals to the Board to the Audit Committee for their consideration.

THIRD ORDER OF BUSINESS **Ranking of Proposals**

Mr. Nielsen presented the proposals received for the annual audit services to the Audit Committee and collected a master scoring sheet from the committee. Grau & Associates was the highest-ranked bidder with a total of 100 points. Berger, Toombs, Elam, Gaines & Frank received a total of 90 points therefore were the lowest-ranked bidders.

On a Motion by Mr. Martin, seconded by Mr. Aman, with all in favor, the Board approved Grau & Associates & Berger, Toombs, Elam, Gaines & Frank second choice, for the Eagle Pointe Community Development District.

FOURTH ORDER OF BUSINESS

Adjournment

Mr. Nielsen stated there was no further business to come before the Board and asked for a motion to adjourn the meeting.

On a Motion by Mr. Martin, seconded by Mr. Aman, with all in favor, the Board, Adjourned the Meeting at 11:50 a.m., for the Eagle Pointe Community Development District.

Secretary / Assistant Secretary

Chairman / Vice Chairman

Tab ☐

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.

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT

The Landowners' meeting of the Eagle Pointe Community Development District is being held on **Thursday, November 4, 2022 at 10:45 a.m.** at the Harrison Ranch Clubhouse, located at 5755 Harrison Ranch Boulevard, Parrish, FL 34219.

Present were:

Candice Smith

Proxy Holder, Eagle Pointe CDD

Also present:

Taylor Nielsen

District Manager, Rizzetta & Co.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Nielsen called the meeting to order. He stated that the purpose of the landowners' meeting was to hold a landowner election for 3 landowner seats on the Board of Supervisors. Mr. Nielsen stated that this process in accordance with Chapter 190 of the Florida Statutes. He also noted that the landowners' meeting was duly advertised in a newspaper of local circulation on October 9, 2022 and October 16, 2022.

SECOND ORDER OF BUSINESS

Determination of Number of Voting Units Represented

Mr. Nielsen stated for the record that it was determined that Ms. Smith has 195 voting units represented at the meeting.

THIRD ORDER OF BUSINESS

Appointment of Chairperson and Secretary for Purpose of Conducting Landowner Election

Mr. Nielsen asked Ms. Smith to appoint Mr. Nielsen to Chair the meeting.

FOURTH ORDER OF BUSINESS

**Nomination for Positions of
Supervisor**

Mr. Nielsen stated that Ms. Smith was present.

FIFTH ORDER OF BUSINESS

Casting of Ballots

Ms. Smith submitted a ballot and proxies to Mr. Nielsen.

SIXTH ORDER OF BUSINESS

Tabulation of Ballots

Mr. Nielsen stated that after tallying the votes, the election results are as follows:

- | | |
|------------------|-----------|
| 1. Greg Meath | 195 Votes |
| 2. Candice Smith | 195 Votes |
| 3. Troy Simpson | 194Votes |

SEVENTH ORDER OF BUSINESS

Landowner Questions and Comments

Mr. Nielsen asked Ms. Smith if she had any questions or comments. She had none.

EIGHTH ORDER OF BUSINESS

Adjournment

Mr. Nielsen stated that there was no further business and the meeting adjourned at 10:47 a.m.

Tab ☐

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.

**EAGLE POINTE
COMMUNITY DEVELOPMENT DISTRICT**

The special meeting of the Board of Supervisors of the **Eagle Pointe Community Development District** will be held on **Thursday, December 7, 2022 at 9:02 a.m.** at the Harrison Ranch Clubhouse, located at 5755 Harrison Ranch Boulevard, Parrish, FL 34219. The following is the agenda for this meeting:

Present and constituting a quorum:

Candice Smith	Board Supervisor, Chairman
Greg Smith	Board Supervisor, Vice Chairman
Roger Aman	Board Supervisor, Assistant Secretary

Also present were:

Taylor Nielsen	District Manager, Rizzetta & Co., Inc.
John Fowler	Landscape Inspection Services; Rizzetta & Co., Inc.
John Toborg	Landscape Inspection Services; Rizzetta & Co., Inc.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Nielsen called the meeting to order and performed roll call.

SECOND ORDER OF BUSINESS

**Consideration of Landscape & Irrigation
RFP Proposals**

Mr. Nielsen presented the Landscape & Irrigation RFP Proposals from Juniper Landscaping and Sunrise Landscaping to the Board.

On a motion by Mr. Aman, seconded by Mr. Meath, with all in favor, the Board of Supervisors ranked the landscapers as Juniper with 295 points and Sunrise with 267.12, terminating Sunrise Landscaping and approving the contract with Juniper Landscaping, for the Eagle Pointe Community Development District.

THIRD ORDER OF BUSINESS

Supervisor Requests

There were no Supervisor Requests.

FOURTH ORDER OF BUSINESS

Adjournment

On a motion by Ms. Smith, seconded by Mr. Aman, with all in favor, the Board of Supervisors' adjourned the meeting at 9:34 a.m., for the Eagle Pointe Community Development District.

Secretary /Assistant Secretary

Chairman/Vice Chairman

Tab 5

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

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

Operation and Maintenance Expenditures January 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2023 through January 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:

Approval of Expenditures: **\$26,136.36**

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

**Eagle Pointe Community
Development District
Check Register**

Company Name: Eagle Pointe Community
Report Name: Development District
Created on: Check Register
Location: 04/26/2023
 206-001--206 General Fund

	Account	Payment date	Vendor name	Document/ check no	Payment Amount
206TRUISTOPNEW					
	206TRUISTOPNEW	01/20/2023	Candice Smith	100047	\$ 2,483.20
	206TRUISTOPNEW	01/17/2023	Eco-Logic Services, LLC	100044	\$ 4,625.00
	206TRUISTOPNEW	01/04/2023	Florida Power & Light Company	ACH	\$ 2,515.29
	206TRUISTOPNEW	01/17/2023	Florida Power & Light Company	ACH	\$ 200.00
	206TRUISTOPNEW	01/20/2023	Florida Power & Light Company	ACH	\$ 110.89
	206TRUISTOPNEW	01/17/2023	Innersync Studio, Ltd	100045	\$ 384.38
	206TRUISTOPNEW	01/17/2023	KE Law Group, LLC	100046	\$ 1,582.14
	206TRUISTOPNEW	01/26/2023	Manatee County Utilities Department	ACH	\$ 1,346.14
	206TRUISTOPNEW	01/04/2023	Rizzetta & Company, Inc.	100042	\$ 4,784.08
	206TRUISTOPNEW	01/16/2023	Rizzetta & Company, Inc.	100043	\$ 5,000.00
	206TRUISTOPNEW	01/26/2023	Rizzetta & Company, Inc.	100048	\$ <u>3,105.24</u>
	Report Total				\$ <u>26,136.36</u>

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

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

Operation and Maintenance Expenditures February 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2023 through February 28, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:

Approval of Expenditures: **\$39,544.81**

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

**Eagle Pointe Community
Development District
Check Register**

Company Name: Eagle Pointe Community
Report Name: Development District
Check Register
Created on: 03/17/2023
Location: 206-001--206 General Fund

	Account	Payment date	Vendor name	Document/check no	Payment Amount
206TRUISTOPNEW					
	206TRUISTOPNEW	02/10/2023	Eco-Logic Services, LLC	100051	\$ 3,225.00
	206TRUISTOPNEW	02/22/2023	Fields Consulting Group, LLC	100058	\$ 650.00
	206TRUISTOPNEW	02/02/2023	Florida Power & Light Company	ACH	\$ 2,627.51
	206TRUISTOPNEW	02/18/2023	Florida Power & Light Company	ACH	\$ 35.25
	206TRUISTOPNEW	02/24/2023	Florida Power & Light Company	ACH	\$ 82.10
	206TRUISTOPNEW	02/10/2023	Handy Tampa Bay	100052	\$ 131.00
	206TRUISTOPNEW	02/10/2023	Juniper Landscaping of Florida, LLC	100053	\$ 6,189.33
	206TRUISTOPNEW	02/22/2023	Juniper Landscaping of Florida, LLC	100059	\$ 7,039.33
	206TRUISTOPNEW	02/03/2023	KE Law Group, LLC	100049	\$ 1,164.00
	206TRUISTOPNEW	02/13/2023	KE Law Group, LLC	100055	\$ 2,225.00
	206TRUISTOPNEW	02/10/2023	LevelUp Consulting, LLC	100054	\$ 1,000.00
	206TRUISTOPNEW	02/13/2023	Manatee County Utilities Department	ACH	\$ 567.86
	206TRUISTOPNEW	02/13/2023	Manatee County Utilities Department	ACH	\$ 160.08
	206TRUISTOPNEW	02/22/2023	Rizzetta & Company, Inc.	100056	\$ 4,784.08
	206TRUISTOPNEW	02/22/2023	Rizzetta & Company, Inc.	100057	\$ 1,216.77
	206TRUISTOPNEW	02/03/2023	Sunrise Landscape	100050	\$ 8,447.50
Report Total					\$ 39,544.81

PO Box 18204
Sarasota, FL 34276

Date	Invoice #
1/31/2023	2577

Eagle Point CDD
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912

Description		Amount
Mitigation Maintenance for Phase 1 for January 2023		450.00
Mitigation Maintenance for Phase 2 for January 2023		175.00
Lake Maintenance Services in Phase 1A for January 2023		750.00
Lake Maintenance Services in Phase 1B for January 2023		300.00
Lake Maintenance Services in Phase 2 for January 2023		200.00
Lake Maintenance Services in Phase 3 for January 2023		175.00
Initial Spray Treatment of new sump and ditches (100% complete)		350.00
Initial Cutting in New Sump and Ditches (100% complete)		825.00
	Total	\$3,225.00

Pete@Eco-Logic-Services.com

RECEIVED
01/31/23



11749 Crestridge Loop
Trinity, FL 34655



Invoice

Date	Invoice #
2/13/2023	3011

Bill To
Rizzetta & Company Eagle Pointe CDD Attn: Taylor Nielsen 3434 Colwell Ave, Suite 200 Tampa, FL 33614

P.O. No.	Terms

Item	Description	Qty	Rate	Amount
Install (Signage)	#1 : "Armada Way and Moonsail Dr" - Post was leaning due to a slight hit from a truck. Straightened the post with rocks and cement.	1	50.00	50.00
Install (Signage)	#2 : "Reefbay Cv 8300 + Armada Way 11500" -- Leaning post and damaged "Reefbay Cv" sign and sign frame. "Reefbay Cv" sign was hit by a vehicle and post was moved out of center. Recentered the post and secured with rocks and cement. Remove old damaged sign frame and install new "Reefbay Cv" sign frame and (1) double faced street name sign and frame.	1	500.00	500.00
Install (Signage)	#3 : "Crosswalk in front of the Amenity Center" was knocked sideways when they laid sod. Straightened post with rocks and cement.	1	50.00	50.00
Install (Signage)	#4 : "25 MPH sign" on 'Moonsail Dr' in front of the amenity center, post was leaning after the 2nd storm wind damage. Straightened with rocks and cement.	1	50.00	50.00

Subtotal	\$650.00
Sales Tax (7.0%)	\$0.00
Total	\$650.00
Payments/Credits	\$0.00
Balance Due	\$650.00

Phone #	Fax #	E-mail
(727) 480-6514	(727) 836-9783	mike@fegmarketing.com

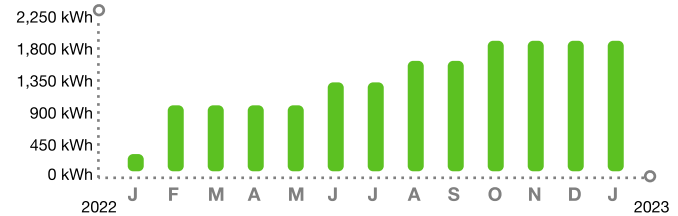
RECEIVED
02/14/23

**Electric Bill Statement****For:** Dec 20, 2022 to Jan 21, 2023 (32 days)**Statement Date:** Jan 21, 2023**Account Number:** 94944-10112**Service Address:**STREET LIGHTS # ISLES AT BAYVI
PALMETTO, FL 34221**EAGLE POINTE CDD,**
Here's what you owe for this billing period.**CURRENT BILL****\$2,627.51**

TOTAL AMOUNT YOU OWE

Feb 13, 2023

NEW CHARGES DUE BY

ENERGY USAGE HISTORY**BILL SUMMARY**

Amount of your last bill	2,515.29
Payments received	-2,515.29
Balance before new charges	0.00
Total new charges	2,627.51
Total amount you owe	\$2,627.51

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

KEEP IN MIND

- Thank you for enrolling in the FPL E-Mail Bill program. Now that you are participating, THIS WILL BE THE LAST PAPER BILL YOU RECEIVE FROM FPL. You will be notified of future bills by e-mail.
- Payments received after February 13, 2023 are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- The amount due on your account will be drafted automatically on or after February 01, 2023. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.
- Charges and energy usage are based on the facilities contracted. Facility, energy and fuel costs are available upon request.

The Florida Public Service Commission has approved new rates effective Jan. 1, 2023. An additional rate change will take effect on Feb. 1, 2023. Learn more at [FPL.com/Rates](https://www.fpl.com/Rates).

Customer Service: (941) 917-0512
Outside Florida: 1-800-226-3545Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)

/ 3* FPL AUTOMATIC BILL PAY - DO NOT PAY *

The amount enclosed includes
the following donation:
FPL Care To Share: _____

Make check payable to FPL
in U.S. funds and mail along with
this coupon to:

EAGLE POINTE CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001Visit [FPL.com/PayBill](https://www.fpl.com/PayBill)
for ways to pay.

94944-10112

ACCOUNT NUMBER

\$2,627.51

TOTAL AMOUNT YOU OWE

Feb 13, 2023

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

AMOUNT ENCLOSED



Customer Name:
EAGLE POINTE CDD

Account Number:
94944-10112

FPL.com Page 2

E001

BILL DETAILS

Amount of your last bill	2,515.29
Payment received - Thank you	-2,515.29
Balance before new charges	\$0.00

New Charges

Rate: SL-1 STREET LIGHTING SERVICE

Electric service amount **	2,448.57
Gross receipts tax (State tax)	3.89
Florida sales tax (State tax)	148.73
County sales tax (Local tax)	24.55
Taxes and charges	177.17
Regulatory fee (State fee)	1.77
Total new charges	\$2,627.51
Total amount you owe	\$2,627.51

FPL automatic bill pay - DO NOT PAY

** Your electric service amount includes the following charges:

Non-fuel energy charge:	\$0.033550 per kWh
Fuel charge:	\$0.039830 per kWh

METER SUMMARY

Next bill date Feb 20, 2023.

Usage Type

Total kWh used

Usage

2002

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Jan 21, 2023	Dec 20, 2022	Jan 21, 2022
kWh Used	2002	2002	264
Service days	32	31	32
kWh/day	63	65	8
Amount	\$2,627.51	\$2,515.29	\$286.70

KEEP IN MIND

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

Download the app

Get instant, secure access to outage and billing info from your mobile device.

[FPL.com/MobileApp](https://www.fpl.com/MobileApp)

Stronger, smarter grid

FPL's service reliability has improved 45% in the past decade.

[FPL.com/Reliability](https://www.fpl.com/Reliability)

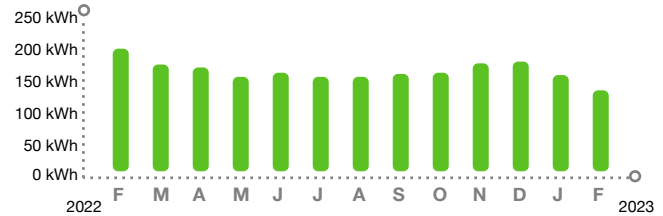
When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.

**Electric Bill Statement****For:** Jan 7, 2023 to Feb 7, 2023 (31 days)**Statement Date:** Feb 7, 2023**Account Number:** 77602-89491**Service Address:**11004 MOONSAIL DR # SIGN
PARRISH, FL 34219**EAGLE POINTE CDD,**
Here's what you owe for this billing period.**CURRENT BILL****\$35.25**

TOTAL AMOUNT YOU OWE

Feb 28, 2023

NEW CHARGES DUE BY

ENERGY USAGE HISTORY**BILL SUMMARY**

Amount of your last bill	35.91
Payments received	-35.91
Balance before new charges	0.00
Total new charges	35.25
Total amount you owe	\$35.25

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

KEEP IN MIND

- Payments received after February 28, 2023 are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- The amount due on your account will be drafted automatically on or after February 18, 2023. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.
- Your bill is subject to a minimum base bill charge. Please visit [FPL.com/rates](https://www.fpl.com/rates) for details.

RECEIVED
02/10/23

New February rates are in effect. State regulators are reviewing FPL's plan for fuel and storm costs that would take effect in April.
Learn more at [FPL.com/Rates](https://www.fpl.com/rates).

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)



/ 3* FPL AUTOMATIC BILL PAY - DO NOT PAY *

EAGLE POINTE CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

The amount enclosed includes
the following donation:
FPL Care To Share: _____

Make check payable to FPL
in U.S. funds and mail along with
this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Visit [FPL.com/PayBill](https://www.fpl.com/paybill)
for ways to pay.

77602-89491

ACCOUNT NUMBER

\$35.25

TOTAL AMOUNT YOU OWE

Feb 28, 2023

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

AMOUNT ENCLOSED



Customer Name:
EAGLE POINTE CDD

Account Number:
77602-89491

FPL.com Page 2

E001

BILL DETAILS

Amount of your last bill	35.91
Payment received - Thank you	-35.91
Balance before new charges	\$0.00

New Charges

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS

Base charge: \$12.68

Minimum base bill charge: \$2.41

Non-fuel: (\$0.080680 per kWh) \$11.14

Fuel: (\$0.040470 per kWh) \$5.58

Electric service amount 31.81

Gross receipts tax (State tax) 0.82

Florida sales tax (State tax) 2.27

County sales tax (Local tax) 0.33

Taxes and charges 3.42

Regulatory fee (State fee) 0.02

Total new charges \$35.25

Total amount you owe \$35.25

FPL automatic bill pay - DO NOT PAY

METER SUMMARY

Meter reading - Meter ACD2629. Next meter reading Mar 8, 2023.

Usage Type	Current	-	Previous	=	Usage
kWh used	03177		03039		138

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Feb 7, 2023	Jan 7, 2023	Feb 7, 2022
kWh Used	138	164	209
Service days	31	31	31
kWh/day	4	5	7
Amount	\$35.25	\$35.91	\$39.34

KEEP IN MIND

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

Download the app

Get instant, secure access to outage and billing info from your mobile device.

[Download now](#)

We are here to help

If you are experiencing hardship as a result of the coronavirus (COVID-19) and need help with your bill, there are resources available.

[Learn more](#)

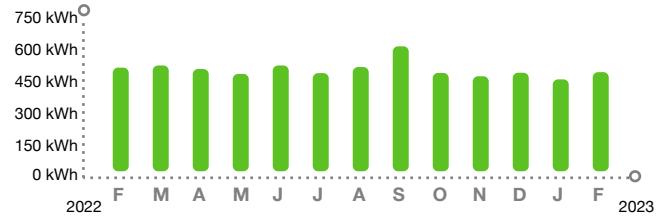
When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.

**Electric Bill Statement****For:** Jan 12, 2023 to Feb 13, 2023 (32 days)**Statement Date:** Feb 13, 2023**Account Number:** 62286-79491**Service Address:**8205 BARRIER COAST TRL # ENTRY
PARRISH, FL 34219**EAGLE POINTE CDD,**
Here's what you owe for this billing period.**CURRENT BILL****\$82.10**

TOTAL AMOUNT YOU OWE

Mar 6, 2023

NEW CHARGES DUE BY

ENERGY USAGE HISTORY**BILL SUMMARY**

Amount of your last bill	74.98
Payments received	-74.98
Balance before new charges	0.00
Total new charges	82.10
Total amount you owe	\$82.10

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

KEEP IN MIND

- Payments received after March 06, 2023 are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- The amount due on your account will be drafted automatically on or after February 24, 2023. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.

RECEIVED
02/15/23

New February rates are in effect. State regulators are reviewing FPL's plan for fuel and storm costs that would take effect in April.
Learn more at [FPL.com/Rates](https://www.fpl.com/Rates).

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)



/ 3* FPL AUTOMATIC BILL PAY - DO NOT PAY *

EAGLE POINTE CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

The amount enclosed includes
the following donation:
FPL Care To Share: _____

Make check payable to FPL
in U.S. funds and mail along with
this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Visit [FPL.com/PayBill](https://www.fpl.com/PayBill)
for ways to pay.

62286-79491

ACCOUNT NUMBER

\$82.10

TOTAL AMOUNT YOU OWE

Mar 6, 2023

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

AMOUNT ENCLOSED



Customer Name:
EAGLE POINTE CDD

Account Number:
62286-79491

FPL.com Page 2

E001

BILL DETAILS

Amount of your last bill	74.98
Payment received - Thank you	-74.98
Balance before new charges	\$0.00

New Charges

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS

Base charge: \$12.68

Non-fuel: (\$0.080680 per kWh) \$40.90

Fuel: (\$0.040470 per kWh) \$20.52

Electric service amount 74.10

Gross receipts tax (State tax) 1.90

Florida sales tax (State tax) 5.29

County sales tax (Local tax) 0.76

Taxes and charges 7.95

Regulatory fee (State fee) 0.05

Total new charges \$82.10

Total amount you owe \$82.10

FPL automatic bill pay - DO NOT PAY

METER SUMMARY

Meter reading - Meter ACD2627. Next meter reading Mar 14, 2023.

Usage Type	Current	-	Previous	=	Usage
kWh used	09629		09122		507

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Feb 13, 2023	Jan 12, 2023	Feb 11, 2022
kWh Used	507	470	530
Service days	32	30	30
kWh/day	16	16	18
Amount	\$82.10	\$74.98	\$79.48

KEEP IN MIND

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

Download the app

Get instant, secure access to outage and billing info from your mobile device.

[Download now](#)

We are here to help

If you are experiencing hardship as a result of the coronavirus (COVID-19) and need help with your bill, there are resources available.

[Learn more](#)

When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.

INVOICE

Handy Tampa Bay
1974 Fruitridge St
Brandon, FL 33510

HandyTampaBay@gmail.com
(813) 545-9918
handytampabay.com



Eagle Pointe CDD

Bill to

Eagle Pointe CDD
3434 Colwell Ave
200
Tampa, FL 33619

Invoice details

Invoice no.: 2218
Invoice date: 1/23/23
Terms: Net 30
Due date: 2/22/23

	Product or service	Amount
1.	Mount Lockbox Service date: 1/20/23 Mount Lockbox to Exterior Wall	\$95.00
2.	Make Keys Service date: 1/20/23 Make keys and return to lockbox. 10 keys made.	\$36.00

Ways to pay



Thank you for your business! We accept credit card payments, ACH payments & check or money orders mailed to:
Handy Tampa Bay
1974 Fruitridge St.
Brandon, FL 33510

Total **\$131.00**

RECEIVED
01/23/23

Pay invoice

Please Remit Payment to:

Juniper Landscaping of Florida, LLC
PO Box 628395
Orlando FL 32862-8395



Invoice 194551

Bill To
Eagle Pointe CDD - Maintenance c/o Rizzetta and Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	Due Date
01/01/23	1/31/2023
Account Owner	PO#
Brad Amos	

Item	Amount
#193867 - Eagle Pointe CDD - 2023 Maintenance Contract January 2023	\$6,189.33

Grand Total \$6,189.33

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$6,189.33	\$0.00	\$0.00	\$0.00	\$0.00

**Aging displayed on invoice only refers to balances after 1/1/18 for this property.

***This invoice is governed by, and specifically incorporates, the terms and conditions agreed to by the parties in the Proposal/Contract referenced above.

RECEIVED
01/09/23

Thank you for allowing us to serve you.

JuniperLandscaping.com
321-348-6884

Please Remit Payment to:

Juniper Landscaping of Florida, LLC
PO Box 628395
Orlando FL 32862-8395



Invoice 197726

Bill To
Eagle Pointe CDD - Maintenance c/o Rizzetta and Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	Due Date
02/01/23	3/3/2023
Account Owner	PO#
Brad Amos	

Item	Amount
#193867 - Eagle Pointe CDD - 2023 Maintenance Contract	
<i>February Bahia Fert - 01/31/2023</i>	\$450.00
<i>Insect and Disease Control - 01/30/2023</i>	\$400.00

Grand Total \$850.00

RECEIVED
02/01/23

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$7,039.33	\$6,189.33	\$0.00	\$0.00	\$0.00

**Aging displayed on invoice only refers to balances after 1/1/18 for this property.

***This invoice is governed by, and specifically incorporates, the terms and conditions agreed to by the parties in the Proposal/Contract referenced above.

Thank you for allowing us to serve you.

JuniperLandscaping.com
321-348-6884

Please Remit Payment to:

Juniper Landscaping of Florida, LLC
PO Box 628395
Orlando FL 32862-8395



Invoice 197727

Bill To
Eagle Pointe CDD - Maintenance c/o Rizzetta and Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	Due Date
02/01/23	3/3/2023
Account Owner	PO#
Brad Amos	

Item	Amount
#193867 - Eagle Pointe CDD - 2023 Maintenance Contract February 2023	\$6,189.33

Grand Total **\$6,189.33**

RECEIVED
02/01/23

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$7,039.33	\$6,189.33	\$0.00	\$0.00	\$0.00

**Aging displayed on invoice only refers to balances after 1/1/18 for this property.

***This invoice is governed by, and specifically incorporates, the terms and conditions agreed to by the parties in the Proposal/Contract referenced above.

Thank you for allowing us to serve you.

JuniperLandscaping.com
321-348-6884



INVOICE

Invoice # 5190
Date: 01/09/2023
Due On: 02/08/2023

KE La Group, PLLC

P.O. Box 6386
Tallahassee, Florida 32314

Eagle Pointe CDD
2700 S. Falkenburg Rd. Suite 2745
Tampa, Florida 33544

EPOCDD-01

Eagle Pointe CDD - General

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	JE	12/07/2022	Prepare for and attend Board meeting; prepare draft notice letters to vendors; email regarding the same.	0.80	\$285.00	\$228.00
Service	JE	12/07/2022	Review and revise Lifestyles Director Agreement; email regarding the same.	0.50	\$285.00	\$142.50
Service	KI	12/13/2022	Confer with developer regarding updated costs for acquisition of utilities.	0.10	\$185.00	\$18.50
Service	JE	12/15/2022	Review and revise landscape agreement; review emails regarding the same; email regarding the same.	0.60	\$285.00	\$171.00
Service	JE	12/18/2022	Revise and finalize landscape agreement and attachments; email regarding insurance and final execution.	0.40	\$285.00	\$114.00
Service	JE	12/18/2022	Review maintenance proposal; prepare pool maintenance agreement; email regarding the same; follow-up.	0.50	\$285.00	\$142.50
Service	JE	12/19/2022	Review and revise lifestyle director agreement; email regarding the same.	0.50	\$285.00	\$142.50
Service	KI	12/19/2022	Prepare updated amounts for phase II utilities acquisition.	0.50	\$185.00	\$92.50
Service	AL	12/20/2022	Review COI; Confer on adding additional insureds; Call to district staff; Prepare agreement and send the same for signature.	0.40	\$225.00	\$90.00

Service	AL	12/21/2022	Follow up on amenity services agreement; send the same for signature.	0.10	\$225.00	\$22.50
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Total **\$1,100.00**

RECEIVED
01/23/23

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
4714	12/10/2022	\$2,225.00	\$0.00	\$2,225.00
4917	01/08/2023	\$1,582.14	\$0.00	\$1,582.14

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
5190	02/08/2023	\$1,164.00	\$0.00	\$1,164.00

Outstanding Balance **\$0,001.10**

Total Amount Outstanding **\$0,001.10**

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.



INVOICE

Invoice # 4714
Date: 11/10/2022
Due On: 12/10/2022

KE La Group, PLLC

P.O. Box 6386
Tallahassee, Florida 32314

Eagle Pointe CDD
2700 S. Falkenburg Rd. Suite 2745
Tampa, Florida 33544

EPOCDD-01

Eagle Pointe CDD - General

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	JE	10/03/2022	Review audit RFP ad; email regarding the same.	0.20	\$285.00	\$57.00
Service	KI	10/05/2022	Confer with district manager regarding landowner election resolution.	0.10	\$185.00	\$18.50
Service	JE	10/06/2022	Email regarding project completion.	0.10	\$285.00	\$28.50
Service	MH	10/06/2022	Confer with District staff regarding FY 2023 regular Board meeting schedule.	0.30	\$285.00	\$85.50
Service	AL	10/06/2022	Draft interim landscape services agreement; send client the same.	0.70	\$225.00	\$157.50
Service	AL	10/06/2022	Email district staff regarding landscape agreement; draft notice of termination; send the same.	0.40	\$225.00	\$90.00
Service	KI	10/06/2022	Confer with developer regarding status of project completion, requisitions, and property due diligence.	0.50	\$185.00	\$92.50
Service	JE	10/07/2022	Email regarding property conveyances.	0.20	\$285.00	\$57.00
Service	MH	10/07/2022	Prepare notice of revised FY 2023 meeting schedule.	0.20	\$285.00	\$57.00
Service	AL	10/07/2022	Revise termination letter; send the same; email district manager regarding interim landscape maintenance agreement.	0.20	\$225.00	\$45.00
Service	AL	10/07/2022	Revise interim landscape services agreement; send client the same.	0.20	\$225.00	\$45.00

Service	AL	10/10/2022	Follow up on landscape services agreement.	0.10	\$225.00	\$22.50
Service	AL	10/10/2022	Follow up on landscape services agreement.	0.10	\$225.00	\$22.50
Service	AL	10/10/2022	Follow up on landscape services agreement.	0.10	\$225.00	\$22.50
Service	KI	10/10/2022	Confer with engineer regarding status of phase II utilities.	0.10	\$185.00	\$18.50
Service	JE	10/11/2022	Review acquisition documents; email regarding the same.	0.70	\$285.00	\$199.50
Service	KI	10/12/2022	Prepare acquisition of phase II utilities improvements.	0.50	\$185.00	\$92.50
Service	AL	10/13/2022	Prepare property due diligence report.	1.80	\$225.00	\$405.00
Service	KI	10/14/2022	Prepare acquisition of phase II utilities improvement.	0.10	\$185.00	\$18.50
Service	KI	10/18/2022	Prepare acquisition of phase II utilities.	0.40	\$185.00	\$74.00
Service	MH	10/18/2022	Confer with District Manager regarding landowner election matters.	0.10	\$285.00	\$28.50
Service	KI	10/19/2022	Attend conference call with contractor regarding release; prepare acquisition of phase II utilities improvements.	0.50	\$185.00	\$92.50
Service	JE	10/23/2022	Prepare amenity services agreement; email regarding the same.	0.60	\$285.00	\$171.00
Service	MH	10/26/2022	Prepare and send resolution ratifying rescheduling FY 2023 meetings.	0.30	\$285.00	\$85.50
Service	AL	10/27/2022	Draft addendum to service agreement; send client the same.	0.30	\$225.00	\$67.50
Service	JE	10/30/2022	Review proposal; review and revise contract form; email regarding the same.	0.60	\$285.00	\$171.00

Total \$1,115.00



Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
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5190	02/08/2023	\$1,164.00	\$0.00	\$1,164.00
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Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
4714	12/10/2022	\$2,225.00	\$0.00	\$2,225.00
Outstanding Balance				\$2,225.00
Total Amount Outstanding				\$2,225.00

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.



LevelUp Consulting, LLC
505 E Jackson St, Suite 200
Tampa, FL 33602
813-375-0616
www.levelupflorida.com

INVOICE

Invoice Date: 12/18/22
Due Date: 1/17/23
Total Amount: \$1,000.00
Number: 2666
Terms: Net 30
Job: Eagle Pointe CDD

Kolter Land Partners

INVOICE SUMMARY

Description	Total Budget	Remaining Budget		Prior Billings		This Invoice	
		%	\$	% Billed	\$ Billed	% Billed	\$ Billed
CDD Engineers Report	\$7,500.00	--	--	100.00%	\$7,500.00	--	--
CDD Cost Estimate	\$5,000.00	--	--	100.00%	\$5,000.00	--	--
CDD Support Services	\$5,000.00	80.00%	\$4,000.00	--	--	20.00%	\$1,000.00
Isles Phase 1 Crossing Plan	\$3,000.00	--	--	100.00%	\$3,000.00	--	--
Phase 1A CDD Engineering Services	\$2,000.00	--	--	100.00%	\$2,000.00	--	--
Carter Road Plan Modifications	\$7,500.00	--	--	100.00%	\$7,500.00	--	--
	--		--		--		--
BUDGET TOTALS	\$30,000.00		\$4,000.00		\$25,000.00		\$1,000.00
TOTAL AMOUNT DUE							\$1,000.00

Please remit payment to:
LEVELUP CONSULTING LLC
505 E. Jackson Street, Suite 200
Tampa, FL 33602

MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
P. O. BOX 25010
BRADENTON, FL 34206-5010
PHONE: (941) 792-8811
www.mymanatee.org/utilities

ACCOUNT NUMBER: 327091-179835
EAGLE POINTE CDD
11450 MOONSAIL DR

BILLING DATE: 26-JAN-2023
DUE DATE: 16-FEB-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS	PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
--------------	------------	------	---------------------	--------------------	-----------------------	--------

Previous Balance: 1,346.14
Payments Received: 1,346.14
Balance Forward: 0.00

12/16	01/20	35				
						Late Payment Fee 26.92
			323	631	308	Wtr Com. Individual 72.38
						Water Usage 58.12
			0	0		Cost Of Basic Service
						Reclaim Wtr WasteWtr Cust
						Reclaim Water Common Area
					308	Swr Com Individual 160.16
						Sewer Usage 191.72
						Cost Of Basic Service
						F2_Com. Solid Waste
						Commercial Can 58.56
						Total New Charges 567.86

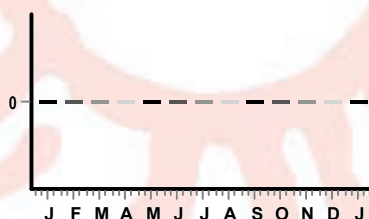
Total Amount Due: \$567.86

COMM. IND WATER HISTORY

Hundreds of Gallons

**RECLAIM WATER WASTEWATER**

Hundreds of Gallons



Prevent costly plumbing repairs for yourself and help keep our environment safe. Please do not put grease or motor oil down your drain or flush disposable wipes, paper towels, feminine hygiene products, and diapers.

RECEIVED
01/30/23

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
P.O. BOX 25010
BRADENTON, FLORIDA 34206-5010

☐ CHANGE OF MAILING ADDRESS
(Check Box And See Reverse Side)

SERVICE ADDRESS	11450 MOONSAIL DR
ACCOUNT NUMBER	327091-179835
BILLING DATE	26-JAN-2023
DUE DATE	16-FEB-2023
TOTAL AMOUNT NOW DUE:	\$567.86

AMOUNT PAID

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE0126B 9000000184 00.0000.0173 178/1



EAGLE POINTE CDD
3434 COLWELL AVE
TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
PO BOX 25350
BRADENTON FL 34206-5350

000327091Z00000567860179835

MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
P. O. BOX 25010
BRADENTON, FL 34206-5010
PHONE: (941) 792-8811
www.mymanatee.org/utilities

ACCOUNT NUMBER: 327091-171006
EAGLE POINTE CDD
11005 MOONSAIL DR

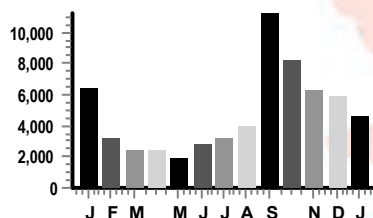
BILLING DATE: 26-JAN-2023
DUE DATE: 16-FEB-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS	PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
Previous Balance:						-10.66
Payments Received:						0.00
Balance Forward:						-10.66
Reclaim Deposit Interest Applied						-1.01
Reclaim Wtr Non-WasteWtr Cust			86015	90657	4642	
Reclaim Water Common Area						171.75
Total New Charges						170.74
Total Amount Due:						\$160.08

RECLAIM WATER NON-WASTEWATER

Hundreds of Gallons



Prevent costly plumbing repairs for yourself and help keep our environment safe. Please do not put grease or motor oil down your drain or flush disposable wipes, paper towels, feminine hygiene products, and diapers.

RECEIVED
01/30/23

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
P.O. BOX 25010
BRADENTON, FLORIDA 34206-5010

☐ CHANGE OF MAILING ADDRESS
(Check Box And See Reverse Side)

SERVICE ADDRESS	11005 MOONSAIL DR
ACCOUNT NUMBER	327091-171006
BILLING DATE	26-JAN-2023
DUE DATE	16-FEB-2023
TOTAL AMOUNT NOW DUE:	\$160.08

AMOUNT PAID

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE0126B 7000007547 00.0025.0180 7466/1 7466 1 MB 0.531



EAGLE POINTE CDD
3434 COLWELL AVE
TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
PO BOX 25350
BRADENTON FL 34206-5350

000327091200000160080171006

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

Invoice

Date	Invoice #
2/1/2023	INV0000075280

Bill To:

EAGLE POINTE CDD
3434 Colwell Avenue, Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
February	Upon Receipt	00206

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,591.17	\$1,591.17
Administrative Services	1.00	\$397.83	\$397.83
Financial & Revenue Collections	1.00	\$318.25	\$318.25
Landscape Consulting Services	1.00	\$600.00	\$600.00
Management Services	1.00	\$1,776.83	\$1,776.83
Website Compliance & Management	1.00	\$100.00	\$100.00
Subtotal			\$4,784.08
Total			\$4,784.08

RECEIVED
01/25/23

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

Invoice

Date	Invoice #
2/17/2023	INV0000077312

Bill To:

Eagle Pointe CDD
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
February	Upon Receipt	00060

Description	Qty	Rate	Amount
Personnel Reimbursement	1.00	\$1,216.77	\$1,216.77
		Subtotal	\$1,216.77
		Total	\$1,216.77



5521 Baptist Church Road
Tampa, FL 33610

Invoice 8701

PO#	Date
	12/22/2022
Sales Rep	Terms
Tom Bryant	Net 30

Bill To
Eagles Pointe CDD 3434 Colwell Ave. Suite 200 Tampa, FL 33614

Property Address
Eagles Pointe CDD 11104 Moonsail Dr Parrish, FL 34219

RECEIVED
12/22/22

Description	Amount
#4637 - Plant Bed Renovation 2022 (Center Island)	



Purpose: Provide pricing to remove existing plant materials and replace with new.

Process: Sunrise to remove and dispose of off site all pictured existing plant materials within pictured plant bed only. Sunrise to supply and install +/- 100 Dwarf Ixora shrubs. Pricing includes mulching installation of bed after new shrubs are installed as well as any needed irrigation adjustments.

Result: Plant bed renovated for improved aesthetics.

Enhancement - 12/03/2022	\$2,572.50
--------------------------	------------

Total	\$2,572.50
Credits/Payments	<u>(\$0.00)</u>
Balance Due	\$2,572.50



5521 Baptist Church Road
Tampa, FL 33610

Bill To
Eagles Pointe CDD 3434 Colwell Ave. Suite 200 Tampa, FL 33614

Invoice 8702

PO#	Date
	12/22/2022
Sales Rep	Terms
Tom Bryant	Net 30

Property Address
Eagles Pointe CDD 11104 Moonsail Dr Parrish, FL 34219

RECEIVED
12/22/22

Description	Amount
#4668 - Tree Straightening 2022	



Purpose: Provide pricing to straighten fallen trees along outlined area

on Carter Road. All caused by hurricane Ian.

Process: Sunrise to straighten and re-stake all leaning and fallen trees along Carter Road..

Results: All leaning and fallen trees straightened and staked as needed.

Enhancement - 12/09/2022

\$2,175.00

Total	\$2,175.00
Credits/Payments	<u>(\$0.00)</u>
Balance Due	\$2,175.00

Invoice 8703

5521 Baptist Church Road
Tampa, FL 33610

PO#	Date
	12/22/2022
Sales Rep	Terms
Tom Bryant	Net 30

Bill To
Eagles Pointe CDD 3434 Colwell Ave. Suite 200 Tampa, FL 33614

Property Address
Eagles Pointe CDD 11104 Moonsail Dr Parrish, FL 34219

Description	Amount
#4677 - Eagles Pointe CDD Annual Flower Replacement 11-30-2022	

Purpose: Provide pricing to replace annual flowers.

Process: Sunrise to remove all existing annual flowers and dispose of them off site. We will amend existing soils as needed and install +/- 1,760 new annuals. Annuals to be 880 red petunias and 880 white petunias. Annuals to be installed in an alternating color striped pattern for the holiday season. Pricing includes fertilization and any needed irrigation adjustments.

Result: Annuals replaced as requested.

Enhancement - 12/06/2022

\$3,700.00

RECEIVED
12/22/22

Total	\$3,700.00
Credits/Payments	<u>(\$0.00)</u>
Balance Due	\$3,700.00

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

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

Operation and Maintenance Expenditures March 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2023 through March 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$30,805.59**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

**Eagle Pointe Community
Development District
Check Register**

Company Name:

Eagle Pointe Community
Development District

Report Name:

Check Register

Created on:

04/06/2023

Location:

206-001--206 General Fund

	Account	Payment date	Vendor name	Document/ check no	Payment Amount
206TRUISTOPNEW					
	206TRUISTOPNEW	03/31/2023	AMTEC	100072	\$ 900.00
	206TRUISTOPNEW	03/09/2023	Eco-Logic Services, LLC	100064	\$ 1,600.00
	206TRUISTOPNEW	03/03/2023	Florida Power & Light Company	ACH	\$ 2,628.10
	206TRUISTOPNEW	03/20/2023	Florida Power & Light Company	ACH	\$ 34.60
	206TRUISTOPNEW	03/25/2023	Florida Power & Light Company	ACH	\$ 75.12
	206TRUISTOPNEW	03/20/2023	Juniper Landscaping of Florida, LLC	100066	\$ 1,900.00
	206TRUISTOPNEW	03/24/2023	Juniper Landscaping of Florida, LLC	100070	\$ 6,189.33
	206TRUISTOPNEW	03/09/2023	KE Law Group, LLC	100065	\$ 2,388.34
	206TRUISTOPNEW	03/22/2023	Kilinski / Van Wyk, PLLC	100068	\$ 158.50
	206TRUISTOPNEW	03/31/2023	Kutak Rock, LLP	100073	\$ 123.00
	206TRUISTOPNEW	03/03/2023	LevelUp Consulting, LLC	100061	\$ 1,000.00
	206TRUISTOPNEW	03/10/2023	Manatee County Utilities Department	ACH	\$ 1,115.29
	206TRUISTOPNEW	03/03/2023	PC Consultants	100062	\$ 1,085.38
	206TRUISTOPNEW	03/03/2023	Peace River Electric Cooperative, Inc.	ACH	\$ 483.03
	206TRUISTOPNEW	03/03/2023	Peace River Electric Cooperative, Inc.	ACH	\$ 31.81
	206TRUISTOPNEW	03/01/2023	Rizzetta & Company, Inc.	100060	\$ 4,784.08
	206TRUISTOPNEW	03/07/2023	Rizzetta & Company, Inc.	100063	\$ 2,310.01
	206TRUISTOPNEW	03/22/2023	Rizzetta & Company, Inc.	100067	\$ 2,624.00
	206TRUISTOPNEW	03/24/2023	Suncoast Pool Service, Inc.	100071	\$ 1,100.00
	206TRUISTOPNEW	03/22/2023	Tier 1 Pest Solutions LLC	100069	\$ 275.00
	Report Total				\$ 30,805.59



AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

Client: Eagle Point Community Development District
c/o Ms. Kelsie Howell
District Compliance Associate
Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Invoice No. 7184-03-23

Date: March 23, 2023

For Professional Services:

Issue	Service	Fee
\$7,855,000 Eagle Pointe Community Development District (Manatee County, Florida), Special Assessment Bonds, Series 2020 (2020 Project Assessment Area) - 2 Bond Years @ \$450/per Bond Year	Rebate Report & Opinion	\$900
Total		\$900

RECEIVED
03/23/23

PLEASE UPDATE YOUR RECORDS TO REFLECT OUR NEW BANK ACCOUNT NUMBER.

Please remit the total due to AMTEC (Tax ID: 06-1308917):

ACH/Wiring Instructions : Webster Bank
ABA Routing Number : 211170101
AMTEC Account Number : 4776372200

Please notify AMTEC at info@amteccorp.com upon completing the transaction.

PO Box 18204
Sarasota, FL 34276

Date	Invoice #
2/28/2023	2645

Eagle Point CDD
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912

[illegible]

Pete@Eco-Logic-Services.com

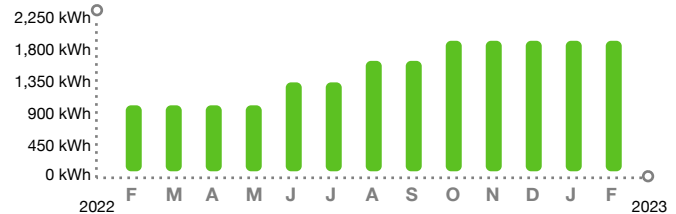
RECEIVED
02/28/23

**Electric Bill Statement****For:** Jan 21, 2023 to Feb 20, 2023 (30 days)**Statement Date:** Feb 20, 2023**Account Number:** 94944-10112**Service Address:**STREET LIGHTS # ISLES AT BAYVI
PALMETTO, FL 34221**EAGLE POINTE CDD,**
Here's what you owe for this billing period.**CURRENT BILL****\$2,628.10**

TOTAL AMOUNT YOU OWE

Mar 13, 2023

NEW CHARGES DUE BY

ENERGY USAGE HISTORY**BILL SUMMARY**

Amount of your last bill	2,627.51
Payments received	-2,627.51
Balance before new charges	0.00
Total new charges	2,628.10
Total amount you owe	\$2,628.10

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

KEEP IN MIND

- Payments received after March 13, 2023 are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- The amount due on your account will be drafted automatically on or after March 03, 2023. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.
- Charges and energy usage are based on the facilities contracted. Facility, energy and fuel costs are available upon request.

RECEIVED
02/21/23

New February rates are in effect. State regulators are reviewing FPL's plan for fuel and storm costs that would take effect in April.
Learn more at [FPL.com/Rates](https://www.fpl.com/Rates).

Customer Service: (941) 917-0512
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)



/ 3* FPL AUTOMATIC BILL PAY - DO NOT PAY *

EAGLE POINTE CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

The amount enclosed includes
the following donation:
FPL Care To Share: _____

Make check payable to FPL
in U.S. funds and mail along with
this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Visit [FPL.com/PayBill](https://www.fpl.com/PayBill)
for ways to pay.

94944-10112

ACCOUNT NUMBER

\$2,628.10

TOTAL AMOUNT YOU OWE

Mar 13, 2023

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

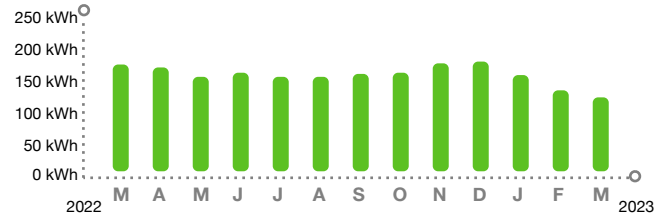
AMOUNT ENCLOSED

**Electric Bill Statement****For:** Feb 7, 2023 to Mar 8, 2023 (29 days)**Statement Date:** Mar 8, 2023**Account Number:** 77602-89491**Service Address:**11004 MOONSAIL DR # SIGN
PARRISH, FL 34219**EAGLE POINTE CDD,**
Here's what you owe for this billing period.**CURRENT BILL****\$34.60**

TOTAL AMOUNT YOU OWE

Mar 29, 2023

NEW CHARGES DUE BY

ENERGY USAGE HISTORY**BILL SUMMARY**

Amount of your last bill	35.25
Payments received	-35.25
Balance before new charges	0.00
Total new charges	34.60
Total amount you owe	\$34.60

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

KEEP IN MIND

- Payments received after March 29, 2023 are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- The amount due on your account will be drafted automatically on or after March 19, 2023. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.
- Your bill is subject to a minimum base bill charge. Please visit [FPL.com/rates](https://www.fpl.com/rates) for details.

RECEIVED
03/09/23

The Florida Public Service Commission is reviewing new FPL rates for fuel and storm costs that would take effect in April.
Learn more at [FPL.com/Rates](https://www.fpl.com/rates).

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)



/ 3* FPL AUTOMATIC BILL PAY - DO NOT PAY *

The amount enclosed includes
the following donation:
FPL Care To Share: _____

Make check payable to FPL
in U.S. funds and mail along with
this coupon to:

EAGLE POINTE CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Visit [FPL.com/PayBill](https://www.fpl.com/paybill)
for ways to pay.

77602-89491

ACCOUNT NUMBER

\$34.60

TOTAL AMOUNT YOU OWE

Mar 29, 2023

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

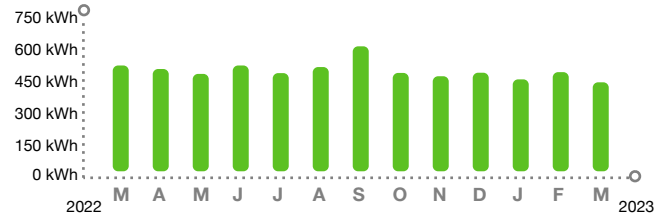
AMOUNT ENCLOSED

**Electric Bill Statement****For:** Feb 13, 2023 to Mar 14, 2023 (29 days)**Statement Date:** Mar 14, 2023**Account Number:** 62286-79491**Service Address:**8205 BARRIER COAST TRL # ENTRY
PARRISH, FL 34219**EAGLE POINTE CDD,**
Here's what you owe for this billing period.**CURRENT BILL****\$75.12**

TOTAL AMOUNT YOU OWE

Apr 4, 2023

NEW CHARGES DUE BY

ENERGY USAGE HISTORY**BILL SUMMARY**

Amount of your last bill	82.10
Payments received	-82.10
Balance before new charges	0.00
Total new charges	75.12
Total amount you owe	\$75.12

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

KEEP IN MIND

- Payments received after April 04, 2023 are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- The amount due on your account will be drafted automatically on or after March 25, 2023. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.

The Florida Public Service Commission approved new FPL rates to balance fuel and hurricane costs that will take effect in April. State regulators are reviewing FPL's plan to reduce bills in May. Learn more at [FPL.com/Rates](https://www.fpl.com/rates).

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)



/ 3* FPL AUTOMATIC BILL PAY - DO NOT PAY *

The amount enclosed includes
the following donation:
FPL Care To Share: _____

Make check payable to FPL
in U.S. funds and mail along with
this coupon to:

EAGLE POINTE CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Visit [FPL.com/PayBill](https://www.fpl.com/paybill)
for ways to pay.

62286-79491

ACCOUNT NUMBER

\$75.12

TOTAL AMOUNT YOU OWE

Apr 4, 2023

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

AMOUNT ENCLOSED

Please Remit Payment to:

Juniper Landscaping of Florida, LLC
PO Box 628395
Orlando FL 32862-8395



Invoice 202274

Bill To
Eagle Pointe CDD - Maintenance c/o Rizzetta and Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	Due Date
02/28/23	3/30/2023
Account Owner	PO#
Brad Amos	

Item	Amount
#193867 - Eagle Pointe CDD - 2023 Maintenance Contract	
March St. Aug Fert - 02/28/2023	\$1,500.00
Insect and Disease Control - 02/28/2023	\$400.00

RECEIVED
03/01/23

Grand Total \$1,900.00

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$8,089.33	\$0.00	\$0.00	\$0.00	\$0.00

**Aging displayed on invoice only refers to balances after 1/1/18 for this property.

***This invoice is governed by, and specifically incorporates, the terms and conditions agreed to by the parties in the Proposal/Contract referenced above.

Thank you for allowing us to serve you.

JuniperLandscaping.com
321-348-6884

Please Remit Payment to:

Juniper Landscaping of Florida, LLC
PO Box 628395
Orlando FL 32862-8395



Invoice 202275

Bill To
Eagle Pointe CDD - Maintenance c/o Rizzetta and Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	Due Date
02/28/23	3/30/2023
Account Owner	PO#
Brad Amos	

Item	Amount
#193867 - Eagle Pointe CDD - 2023 Maintenance Contract March 2023	\$6,189.33

RECEIVED
03/01/23

Grand Total \$6,189.33

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$8,089.33	\$0.00	\$0.00	\$0.00	\$0.00

**Aging displayed on invoice only refers to balances after 1/1/18 for this property.

***This invoice is governed by, and specifically incorporates, the terms and conditions agreed to by the parties in the Proposal/Contract referenced above.

Thank you for allowing us to serve you.

JuniperLandscaping.com
321-348-6884



KILINSKI | VAN WYK

Kilinski | Van Wyk, PLLC

P.O. Box 6386
Tallahassee, Florida 32314

Eagle Pointe CDD
2700 S. Falkenburg Rd. Suite 2745
Tampa, Florida 33544

EPOCDD-01

Eagle Pointe CDD - General

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	MH	12/07/2022	Research Supervisor seat history and related documents and prepare summary of same.	1.80	\$285.00	\$513.00
Service	AL	01/04/2023	Review status of acquisitions.	0.10	\$225.00	\$22.50
Service	KI	01/04/2023	Review status of acquisition of improvement; confer with district engineer regarding same.	0.70	\$185.00	\$129.50
Service	KI	01/05/2023	Review and revise acquisition of phase II utilities.	0.40	\$185.00	\$74.00
Service	KI	01/08/2023	Prepare acquisition of phase II utilities.	0.70	\$185.00	\$129.50
Service	KI	01/12/2023	Confer with contractor and engineer regarding release and requisition,	0.20	\$185.00	\$37.00
Service	KI	01/13/2023	Confer with developer regarding conveyance of amenity center.	0.10	\$185.00	\$18.50
Service	JE	01/15/2023	Prepare maintenance agreements for clubhouse facility and wetland sumps/ditches; email regarding the same.	0.80	\$285.00	\$228.00
Service	AL	01/17/2023	Review agreement; Send the same for signature; Email with district staff regarding signature by contractor.	0.20	\$225.00	\$45.00
Service	JE	01/19/2023	Review draft agenda; confer with Nielsen regarding the same; email regarding plat, and deed.	0.40	\$285.00	\$114.00

INVOICE

Invoice # 5856
Date: 02/21/2023
Due On: 03/23/2023

Service	AL	01/19/2023	Prepare property analysis; Draft deed and easement agreement.	1.20	\$225.00	\$270.00
Expense	AL	01/20/2023	UPS: UPS Shipping	1.00	\$5.84	\$5.84
Service	AL	01/20/2023	Review deed and easement agreement; send client the same for signature.	0.20	\$225.00	\$45.00
Service	AL	01/20/2023	Prepare property due diligence report.	1.00	\$225.00	\$225.00
Service	AL	01/24/2023	Prepare deed for recording; Send easement agreement for signature.	0.20	\$225.00	\$45.00
Service	JE	01/26/2023	Email regarding signature authority.	0.10	\$285.00	\$28.50
Service	AL	01/26/2023	Follow up on easement agreement signatures.	0.10	\$225.00	\$22.50
Service	JE	01/29/2023	Prepare amenity rental agreement, and updated amenity rules; email regarding the same.	1.20	\$285.00	\$342.00
Service	JE	01/31/2023	Email regarding amenity rules.	0.20	\$285.00	\$57.00
Service	RVW	01/31/2023	Monitor legislative activity for impact on special districts.	0.10	\$365.00	\$36.50

Total \$0,088.00



Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
5856	03/23/2023	\$2,388.34	\$0.00	\$2,388.34

Outstanding Balance \$0,088.00

Total Amount Outstanding \$0,088.00

Please make all amounts payable to: Kilinski | Van Wyk, PLLC

Please pay within 30 days.



KILINSKI | VAN WYK

Kilinski | Van Wyk, PLLC

P.O. Box 6386
Tallahassee, Florida 32314

Eagle Pointe CDD
2700 S. Falkenburg Rd. Suite 2745
Tampa, Florida 33544

EPOCDD-01

Eagle Pointe CDD - General

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	AL	02/02/2023	Follow up on easement agreement; Prepare deed and easement for recording.	0.20	\$225.00	\$45.00
Service	AH	02/03/2023	Prepare recording of documents.	0.20	\$170.00	\$34.00
Service	AL	02/03/2023	Follow up on execution of easement agreement.	0.10	\$225.00	\$22.50
Service	JE	02/05/2023	Email regarding CDD budget and deficit funding agreement.	0.20	\$285.00	\$57.00

Total \$158.50

RECEIVED
03/16/23

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
6073	04/15/2023	\$158.50	\$0.00	\$158.50
Outstanding Balance				\$158.50
Total Amount Outstanding				\$158.50

Please make all amounts payable to: Kilinski | Van Wyk, PLLC

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

March 20, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3191861

Client Matter No. 32923-1

Notification Email: eftgroup@kutakrock.com

Eagle Pointe CDD
Rizzetta & Company
Unit 200
3434 Colwell Avenue
Tampa, FL 33614

Invoice No. 3191861
32923-1

Re: General Counsel

For Professional Legal Services Rendered

02/13/23	K. Ibarra	0.10	19.00	Confer with developer regarding deed and easement
02/14/23	A. Ligas	0.10	23.50	Review easement agreement; send the same for recording
02/24/23	A. Ligas	0.10	23.50	Process emails regarding boundary of amenity center; set call to discuss the same
02/28/23	K. Ibarra	0.30	57.00	Research status of executed quit claim deed; record easement agreement
TOTAL HOURS		0.60		

KUTAK ROCK LLP

Eagle Pointe CDD

March 20, 2023

Client Matter No. 32923-1

Invoice No. 3191861

Page 2

TOTAL FOR SERVICES RENDERED

\$123.00

TOTAL CURRENT AMOUNT DUE

\$123.00

RECEIVED
03/22/23



LevelUp Consulting, LLC
505 E Jackson St, Suite 200
Tampa, FL 33602
813-375-0616
www.levelupflorida.com

INVOICE

Invoice Date: 2/22/23
Due Date: 2/22/23
Total Amount: \$1,000.00
Number: 2783
Terms:
Job: Eagle Pointe CDD

Kolter Land Partners

INVOICE SUMMARY

Description	Total Budget	Remaining Budget		Prior Billings		This Invoice	
		%	\$	% Billed	\$ Billed	% Billed	\$ Billed
CDD Engineers Report	\$7,500.00	--	--	100.00%	\$7,500.00	--	--
CDD Cost Estimate	\$5,000.00	--	--	100.00%	\$5,000.00	--	--
CDD Support Services	\$5,000.00	60.00%	\$3,000.00	20.00%	\$1,000.00	20.00%	\$1,000.00
Isles Phase 1 Crossing Plan	\$3,000.00	--	--	100.00%	\$3,000.00	--	--
Phase 1A CDD Engineering Services	\$2,000.00	--	--	100.00%	\$2,000.00	--	--
Carter Road Plan Modifications	\$7,500.00	--	--	100.00%	\$7,500.00	--	--
	--		--		--		--
BUDGET TOTALS	\$30,000.00		\$3,000.00		\$26,000.00		\$1,000.00
TOTAL AMOUNT DUE							\$1,000.00

This will be paid out of GF.

Please remit payment to:
LEVELUP CONSULTING LLC
505 E. Jackson Street, Suite 200
Tampa, FL 33602

MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
P. O. BOX 25010
BRADENTON, FL 34206-5010
PHONE: (941) 792-8811
www.mymanatee.org/utilities

ACCOUNT NUMBER: 327091-171006
EAGLE POINTE CDD
11005 MOONSAIL DR

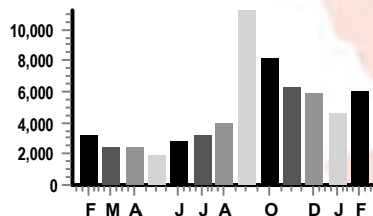
BILLING DATE: 23-FEB-2023
DUE DATE: 16-MAR-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS	PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
Previous Balance:						160.08
Payments Received:						160.08
Balance Forward:						0.00
Reclaim Wtr Non-WasteWtr Cust			90657	96643	5986	
Reclaim Water Common Area						221.48
Total New Charges						221.48
Total Amount Due:						\$221.48

RECLAIM WATER NON-WASTEWATER

Hundreds of Gallons



Did you know, for all non-Utility questions you can call Manatee County's 311 call center? Friendly staff will take requests for help and follow up with a response over the phone or with action within days. Try 311 today!

RECEIVED
03/06/23

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
P.O. BOX 25010
BRADENTON, FLORIDA 34206-5010

☐ CHANGE OF MAILING ADDRESS
(Check Box And See Reverse Side)

SERVICE ADDRESS	11005 MOONSAIL DR
ACCOUNT NUMBER	327091-171006
BILLING DATE	23-FEB-2023
DUE DATE	16-MAR-2023
TOTAL AMOUNT NOW DUE:	\$221.48

AMOUNT PAID

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE0223B 7000007626 00.0022.0177 7545/2 7545 1 MB 0.531

EAGLE POINTE CDD
3434 COLWELL AVE
TAMPA, FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
PO BOX 25350
BRADENTON FL 34206-5350

000327091Z00000221480171006

MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
P. O. BOX 25010
BRADENTON, FL 34206-5010
PHONE: (941) 792-8811
www.mymanatee.org/utilities

ACCOUNT NUMBER: 327091-179835
EAGLE POINTE CDD
11450 MOONSAIL DR

BILLING DATE: 23-FEB-2023
DUE DATE: 16-MAR-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS		PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
			Previous Balance:				567.86
			Payments Received:				567.86
			Balance Forward:				0.00
01/20	02/15	26	Wtr Com. Individual Water Usage	631	1405	774	181.89
			Cost Of Basic Service				58.12
			Reclaim Wtr WasteWtr Cust	0	714	714	
			Reclaim Water Common Area				26.42
			Swr Com Individual Sewer Usage			774	
			Cost Of Basic Service				402.48
			F2_Com. Solid Waste				164.33
			Commercial Can				60.57
			Total New Charges				893.81
			Total Amount Due:				\$893.81

COMM. IND WATER HISTORY
Hundreds of Gallons



RECLAIM WATER WASTEWATER
Hundreds of Gallons



Did you know, for all non-Utility questions you can call Manatee County's 311 call center? Friendly staff will take requests for help and follow up with a response over the phone or with action within days. Try 311 today!

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
P.O. BOX 25010
BRADENTON, FLORIDA 34206-5010

☐ CHANGE OF MAILING ADDRESS
(Check Box And See Reverse Side)

SERVICE ADDRESS	11450 MOONSAIL DR
ACCOUNT NUMBER	327091-179835
BILLING DATE	23-FEB-2023
DUE DATE	16-MAR-2023
TOTAL AMOUNT NOW DUE:	\$893.81

AMOUNT PAID

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE0223B 9000000146 00.0000.0141 146/1



EAGLE POINTE CDD
3434 COLWELL AVE
TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
PO BOX 25350
BRADENTON FL 34206-5350

000327091Z000000893810179835

PC Consultants

4853 Pennecott Way
Wesley Chapel, FL 33544-1801
(813)973-3330 Cell (813)390-6344

Invoice

108034

INVOICE

Customer

Name *Eagle Pointe CDD c/o The Rizzetta Company*
Address *2700 S. Falkenburg Rd. Suite 2745*
City *Riverview* State *FL* ZIP *33578*
Phone *Office: 813-933-5571 Ext. 8011; Attn: Gregg Gruhl*

Date *1/31/2023*
Approved By: *Gregg G.*
Rep *Ken Johnson*
FOB *Deliver/Setup 1/31*

Qty	Description	Unit Price	TOTAL
1	HP 15.6" Touch-Screen Laptop; 11th Gen Intel Core i5; 12GB Memory; 256GB SSD; Natural Silver; Intel IRIS XE Graphics; 1 Yr Warranty; Windows 11 Home 64 Bit PN:6X3B4UA#ABA SN:5CD2416K22	\$529.00	\$529.00
1	Microsoft Office 2021 Home & Business; Downloaded; 1 PC License; Good in perpetuity, not subscription. Product Key: CWYJF-4G7VT-KP6W7-2WC3D-WF79Z Registered to: manager@eaglepointecdd.com	\$239.00	\$239.00
1	12 Months Email Essentials for (1) Email Account; 10GB Email Exchange Account hosted By GoDaddy. Email: manager@eaglepointecdd.com Password: Tr***E****1* (* for security) Activated on: 01/30/2023	\$107.88	\$107.88
1	12 Month Domain Name Registration Domain: Eagle PointeCDD.Com Activated on: 01/30/2023	\$36.00	\$36.00
1.3	Labor: Acquire Domain, setup laptop @ PCC; Setup selected email account; Prep laptop for use with latest version of Windows/Office 2021; Test new email. Actual PCC Estimated Bench Time: 2.5 Hrs Billed Time: 1.3 Hrs @ \$65 Per Hr	\$65.00	\$84.50
0.6	Labor: Deliver laptop to Eagle Point CDD clubhouse; Connect to Wifi; Setup any printer(s), monitor(s) as needed; Test new manager Outlook email account. Actual PCC Estimated Onsite Time: 1.0 Hr Billed Time: .6 Hrs @ \$65 Per Hr Deliver to: 11450 Moonsail Drive, Rubonia, FL 34221 Florida Consumer Certificate of Exemption Eagle Pointe CDD Certificate Number: 85-8013730799C-8 Expires On: 01/31/2027	\$65.00	\$39.00
1	Service Call: 01/31/2023 (108 Mile Round Trip)	\$50.00	\$50.00

SubTotal \$1,085.38

FL Sales Tax

TOTAL \$1,085.38

Payment Details

- ☐ Cash
☐ Check
☒ Net 15 #VALUE!

Thank You For Your Order!

Latest Technologies, Old Fashioned Service



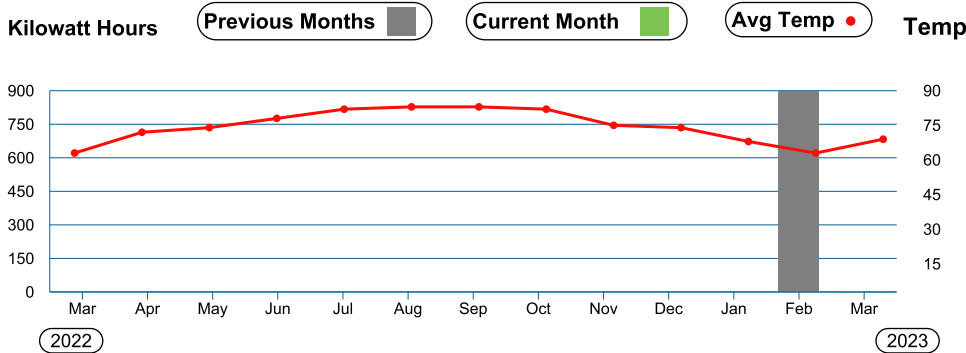
Peace River Electric Cooperative, Inc.

Your Touchstone Energy® Cooperative

Customer Care 800-282-3824 8am - 5pm M-F
Pay by Phone 855-386-9924 24/7
Outage 800-282-3824 24/7
Website www.presco.coop

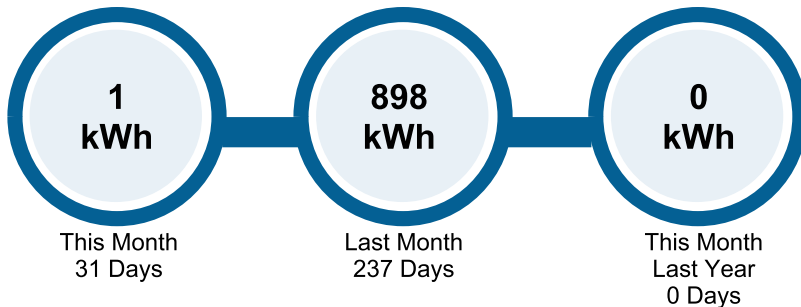


Monthly Energy Use

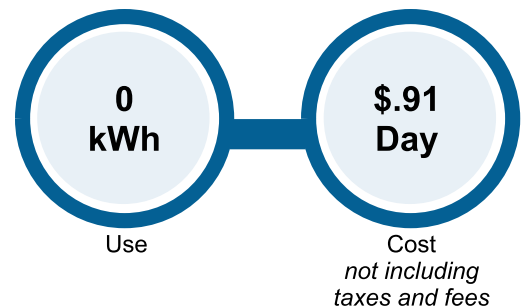


Detailed usage information is available on the SmarHub App or www.presco.coop

Monthly Energy Use Comparison



Your Average Daily Use



Please make check payable to PRECO in U.S. funds and return this portion with your payment.



Peace River Electric Cooperative, Inc.

Your Touchstone Energy® Cooperative

PO Box 1310
 210 Metheny Road
 Wauchula, Florida 33873
 800.282.3824

Account # 182570001
 Service Address 11404 CARTER RD

Past Due Pay by 03/07/2023 \$451.22
Current Charges Pay by 03/23/2023 \$31.81
Total Amount Due \$483.03

☐ Check here to indicate address or phone # change on back.



2952 1 MB 0.531
 EAGLE POINTE CDD
 CANICE SMITH
 3434 COLWELL AVE STE 200
 TAMPA FL 33614-8390

5 2952
 C-11

PEACE RIVER ELECTRIC COOPERATIVE, INC.
 PO BOX 1547
 WAUCHULA FL 33873-1547



110260182570001000048303000049303030220232

Account
182570001

Service Address
11404 CARTER RD

Service Description
IRRIGATION

Board District
8

Meter #	Service Period		Readings		Meter Multiplier	kWh Usage	kW Reading
	From	To	Previous	Present			
38346673	01/24/2023	02/24/2023	898	899	1.0	1	0.014
Account Summary				Current Charges			
Previous Balance			\$438.22	Facilities Use Charge			\$28.00
Payment(s) Made			\$0.00	Energy Charge			\$0.12
Late Fee			\$13.00	Property Tax Recovery Fee			\$0.61
Past Due Amount			\$451.22	Gross Receipts Tax			\$0.74
Current Charges			\$31.81	Florida Sales Tax			\$2.05
Total Amount Due			\$483.03	Manatee County Tax			\$0.29
				Total Current Charges			\$31.81
				Total Amount Due			\$483.03

☐ Mailing Address or Phone Number Changes

☐ Permanent ☐ Temporary (from ___/___/___ to ___/___/___)

Mailing Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____



Online
Pay your bill at
www.precو.coop



Mobile App
Download the
SmartHub App from
the App Store
or Google Play.



By Phone
Call 855-386-9924
to make a payment.



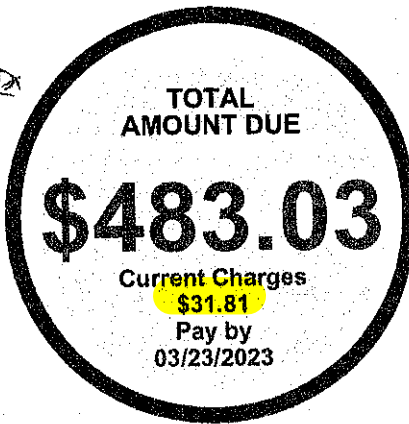
Locations
Wauchula
210 Metheny Rd
Lakewood Ranch
14505 Arbor Green Trail



Peace River Electric Cooperative, Inc.

Your Touchstone Energy® Cooperative

Customer Care 800-282-3824 8am - 5pm M-F
Pay by Phone 855-386-9924 24/7
Outage 800-282-3824 24/7
Website www.preco.coop



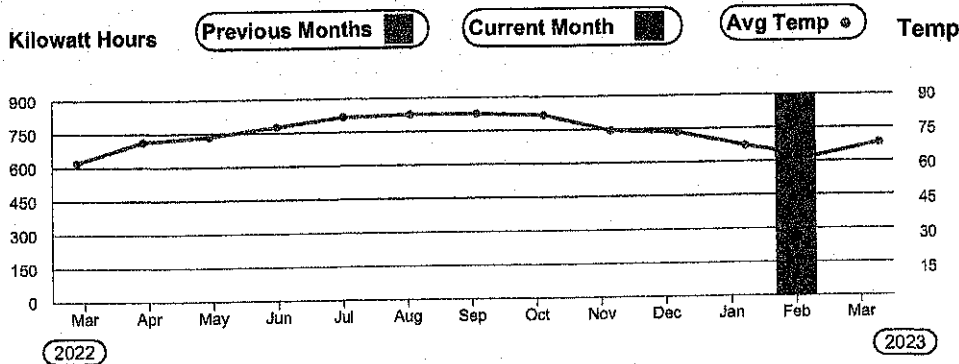
EAGLE POINTE CDD
 CANICE SMITH
 Bill Date
 Account #
 Member #

03/02/2023
 182570001
 200199

Disconnect Notice

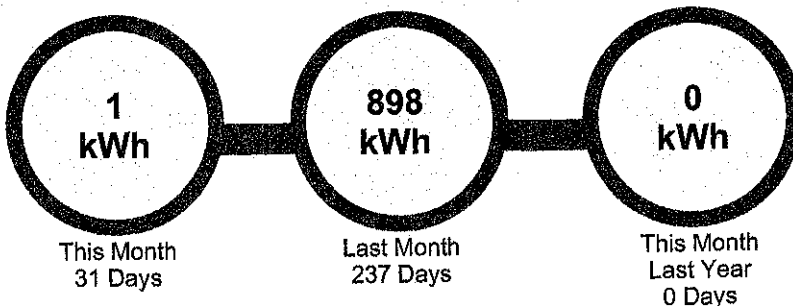
Past due amount of \$451.22 is due by 03/07/2023. If balance remains unpaid, service is subject to disconnect and a reconnect fee and additional deposit may be required to reconnect service.

Monthly Energy Use

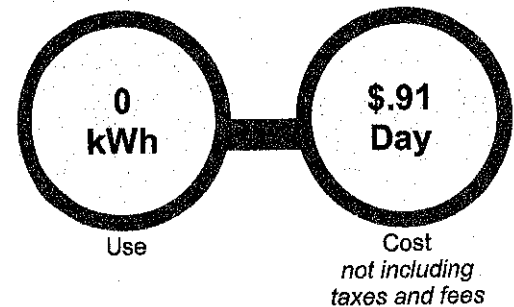


Detailed usage information is available on the SmartHub App or www.preco.coop

Monthly Energy Use Comparison



Your Average Daily Use



Please make check payable to PRECO in U.S. funds and return this portion with your payment.



Peace River Electric
Cooperative, Inc.

Your Touchstone Energy® Cooperative

PO Box 1310
 210 Metheny Road
 Wauchula, Florida 33873
 800.282.3824

Account # 182570001
 Service Address 11404 CARTER RD

Past Due Pay by 03/07/2023 \$451.22
 Current Charges Pay by 03/23/2023 \$31.81
Total Amount Due \$483.03

☐ Check here to indicate address or phone # change on back.



2952 1 MB 0.531
 EAGLE POINTE CDD
 CANICE SMITH
 3434 COLWELL AVE STE 200
 TAMPA FL 33614-8390

5 2952
 C-11

PEACE RIVER ELECTRIC COOPERATIVE, INC.
 PO BOX 1547
 WAUCHULA FL 33873-1547



110260182570001000048303000049303030220232

Account
182570001

Service Address
11404 CARTER RD

Service Description
IRRIGATION

Board District
8

Meter #	Service Period		Readings		Meter Multiplier	kWh Usage	kW Reading
	From	To	Previous	Present			
38346673	01/24/2023	02/24/2023	898	899	1.0	1	0.014
Account Summary				Current Charges			
Previous Balance			\$438.22	Facilities Use Charge			GS-S \$28.00
Payment(s) Made			\$0.00	Energy Charge			1 kWh @ 0.121 \$0.12
Late Fee			\$13.00	Property Tax Recovery Fee			\$0.61
Past Due Amount			\$451.22	Gross Receipts Tax			\$0.74
Current Charges			\$31.81	Florida Sales Tax			\$2.05
Total Amount Due			\$483.03	Manatee County Tax			\$0.29
				Total Current Charges			\$31.81
				Total Amount Due			

☐ Mailing Address or Phone Number Changes

☐ Permanent ☐ Temporary (from ___/___/___ to ___/___/___)

Mailing Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____



Online
Pay your bill at
www.preco.coop



Mobile App
Download the
SmartHub App from
the App Store
or Google Play.



By Phone
Call 855-386-9924
to make a payment.



Locations
Wauchula
210 Metheny Rd
Lakewood Ranch
14505 Arbor Green Trail

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

Invoice

Date	Invoice #
3/1/2023	INV0000077993

Bill To:

EAGLE POINTE CDD
3434 Colwell Avenue, Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
March	Upon Receipt	00206

[illegible]

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

Invoice

Date	Invoice #
3/3/2023	INV0000078129

Bill To:

Eagle Pointe CDD
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
March	Upon Receipt	00060

[illegible]

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

Invoice

Date	Invoice #
3/17/2023	INV0000078621

Bill To:

Eagle Pointe CDD
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
March	Upon Receipt	00060

[illegible]

Suncoast Pool Service

P.O. Box 224
Elfers, FL 34680

Invoice

Date	Invoice #
3/3/2023	9116

Bill To
Eagle Pointe CDD

P.O. No.	Terms	Project
March 2023	Net 30	

Quantity	Description	Rate	Amount
1	Swimming Pool Service including chemical balance, debris removal from surface and bottom of swimming pool, vacuuming, tile cleaning and skimming. Operational checks of pumps, filter system, chemical feeders, flow meters and vacuum gauges. Chemicals Included.	1,100.00	1,100.00

Thank you for your business.

Phone #

(727) 271-1395

RECEIVED
03/05/23

Total

\$1,100.00

Service Notification
Tier 1 Pest Solutions LLC
3902 Corporex Park Dr 450
Tampa, FL 33619
United States



Customer Service
(813) 280-9260
<https://www.tier1pestsolutions.com>
support@tier1pestsolutions.com

Customer Information

Customer Community Center
CustomerID 12814
Account # 12814
Invoice # 26510
Address 11450 Moonsail Drive
Parrish, FL 34219
United States
County Manatee
Phone: (813) 304-3616

Service Information



Tech David Gallagher
License # JF191753
Supervisor
Supervisor Lic. #
Date 03/23/2023
Service Initial Service
Description
Service Time 8:30 am - 10:30 am
Time In 9:04 am
Time Out 10:45 am
Wind 0 mph
Temperature 0.00 °F
Serviced Interior Yes

Service Instructions

Products Used

BIFEN L/P [Bifenthrin 0.2%]
EPA REG. # 53883-124
EPA Lot #
Diluted Amount: 15.000 lbs
Concentrated Amount: 0.03 lbs
Dilution Rate: 0.2000000%
Active Ingredient: 0.2%
Not Specified

Target Issues:

Target Areas: Entire Yard

BARRICORE SP [Deltamethrin 2.45%]
EPA REG. # N/A
EPA Lot #
Diluted Amount: 0.500 gals
Concentrated Amount: 0 gals
Not Specified

Target Issues:

Target Areas:

Termidor SC [Fipronil 9.1%]
EPA REG. # 7969-210
EPA Lot #
Diluted Amount: 4.000 gals
Concentrated Amount: 3.2 floz
Dilution Rate: 0.6250000%
Mix Ratio: 0.8 floz / 1 gals
Active Ingredient: 0.06%
Application Rate: NULL
B&G

Label Link: <http://www.generalpest-ohio.com/wp-content/uploads/2015/07/Termidor-SC-Label.pdf>

Target Issues:

Target Areas:

DeltaDust [Deltamethrin .05%]
EPA REG. # 432-772
EPA Lot #
Diluted Amount: 1.500 grams
Concentrated Amount: 0 grams
Dilution Rate: 100.0000000%
Active Ingredient: 0.05%
Application Rate: NULL
Duster

Label Link: https://www.rosepestcontrol.com/filebin/safetydatasheet/deltadust_label.pdf

Target Issues:

Target Areas:

ADVION ROACH [/]
EPA REG. # N/A
EPA Lot #
Diluted Amount: 8.000 grams
Concentrated Amount: 0 grams
Not Specified

Target Issues:

Target Areas:

Equipment Summary

Technician Comments:

Today we completed the pest treatment on the interior and exterior of the property. On the interior we did a thorough perimeter crack and crevice treatment, just at all drains and overflows, baited for ants and roaches that's in the clubhouse area and in the bathrooms. On the exterior we swept the parameter to remove spiderwebs wasps nests and other insect buildup, applied a liquid barrier treatment to the base doorframes window frames eaves and around the walkways, and granulated the property including dog park and playground thoroughly. I also treated underneath the playground equipment for wasps. Thank you!

Tier 1 Pest Solutions LLC is committed to the safety of our customers and our environment. All materials used by Tier 1 Pest Solutions LLC have been registered by the Environmental Protection Agency. Please avoid unnecessary contact with materials and comply with all instructions and recommendations from our technicians. Thanks for your patronage! National Emergency Poison Control: (800)222-1222

Tech Signature:

Billing Summary

BILLING INFORMATION

Customer Community Center
CustomerID 12814
Account # 12814
Invoice # 26510
Address 11450 Moonsail Drive
Parrish, FL 34219 US
Phone: (813) 304-3616
Service Date 03/23/2023
Service Initial Service
Description
Service Time 8:30 am - 10:30 am

Congratulations, your account is on Auto Pay -- no action needed!

(813) 280-9260
<https://www.tier1pestsolutions.com>
support@tier1pestsolutions.com

ACCOUNT STATEMENT:

Service Total \$275.00
Amount paid \$0.00
Service Amount Due \$275.00

Current Account Balance \$275.00

Tab ☐

RESOLUTION 2023-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF EAGLE
POINTE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING
SELECT OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, Eagle Pointe Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the Manatee County, Florida; and

WHEREAS, the Board of Supervisors desires to designate select Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT:**

Section 1. _____ is appointed Chairman.

Section 2. _____ is appointed Vice Chairman.

Section 3. _____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Section 4. This Resolution shall not supersede any appointments made by the Board other than those specified in Sections 1, 2 and 3.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 4th DAY OF MAY, 2023.

**EAGLE POINTE COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

ASSISTANT SECRETARY

Tab ☐

**AGREEMENT FOR
POOL MAINTENANCE SERVICES**

THIS AGREEMENT ("**Agreement**") is made, and entered into, by and between:

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o Rizzetta & Company, Inc., 3434 Colwell Ave., Suite 200, Tampa, Florida 33614 ("**District**"), and

CONNERTY POOLS, INC. D/B/A SUNCOAST POOL SERVICE, a Florida profit corporation, with an address of 2621 Long Leaf Pine Point, Trinity, Florida 34655 ("**Contractor**").

RECITALS

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

WHEREAS, the District owns, operates and maintains a resort style pool ("**Facilities**") at its amenity facilities; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide pool maintenance services for the Facilities, as outlined in **Exhibit A** ("**Services**"); and

WHEREAS, Contractor represents and warrants that it is qualified to provide such Services and desires to enter into an agreement with the District to provide the Services in accordance with the terms and specifications in this Agreement and **Exhibit A**.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

2. SERVICES. The Contractor agrees to provide the Services outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform (together, "**Laws and Approvals**"). While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of

the District. This Agreement grants to Contractor the right to enter the District property that is the subject of this Agreement, and for those purposes described in this Agreement.

The Contractor represents that the Services outlined in **Exhibit A** are sufficient to ensure that the Facilities are able to be operated by the District consistent with all applicable Laws and Approvals, including but not limited to Chapter 64E-9, Public Swimming Pools and Bathing Places. The Contractor shall immediately notify the District in the event that the Facilities are not in a condition consistent with applicable Laws and Approvals.

Additional Work. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

3. TERM. Contractor shall provide the Services beginning upon the full execution of this Agreement, and through September 30 of the year in which this Agreement becomes effective, unless terminated earlier pursuant to its terms. This Agreement shall automatically renew on a month-to-month basis thereafter, unless terminated pursuant to the terms herein.

4. COMPENSATION; PAYMENT. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

5. CARE OF DISTRICT PROPERTY. Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

6. COMPLIANCE WITH LAW. In providing the Services, Contractor shall comply with all applicable laws, rules, and regulations, including but not limited to all orders or requirements affecting the District property placed thereon by any governmental authority having jurisdiction.

7. ACCIDENTS/CLAIMS. Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Amenity Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement

agency or the District in connection therewith, unless the District's Board of Supervisors ("**Board**") expressly directs Contractor otherwise, in writing.

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

9. TERMINATION. The District shall have the right to terminate this Agreement immediately upon written notice for cause, or upon seven (7) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District. In the event either party terminates this Agreement, Contractor's sole remedy shall be to recover the balance of money due and owing to it at the effective date of termination for the work actually performed up to that date, subject to any off-sets the District might have against Contractor.

10. INSURANCE. Contractor shall maintain throughout the term of this Agreement the insurance listed in **Exhibit B**. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

11. INDEMNIFICATION. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentages of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest accrued against the District, all as actually incurred. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision

of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement.

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

13. ATTORNEY'S FEES. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

14. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties hereto relating to the subject matter of this Agreement.

15. 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 parties hereto.

16. NOTICES. All notices, requests, consents, and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, at the addresses first listed above. 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 Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

17. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

18. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

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

20. 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 the District's Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, 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 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 Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O RIZZETTA & COMPANY, INC., 3434 COLWELL AVE., SUITE 200, TAMPA, FLORIDA 33614; 813-933-5571 (PHONE); TNIELSEN@RIZZETTA.COM (EMAIL).

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

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

23. NEGOTIATIONS AT ARM'S LENGTH. 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 and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute

concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

24. LIMITATIONS ON LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

26. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

27. CONFLICTS. In the event that there are any conflicts between the terms of this Agreement and its exhibits, the terms of this Agreement shall control.

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

29. E-SIGNATURE; COUNTERPARTS. This Agreement may be executed by electronic signature, and in any number of counterparts; however, all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

**EAGLE POINTE COMMUNITY
DEVELOPMENT DISTRICT**

Candice Smith
Candice Smith (Jan 9, 2023 10:51 EST)

By: Candice Smith

Its: Chairman

Date: Jan 9, 2023

**CONNERTY POOLS INC.
d/b/a SUNCOAST POOL SERVICE**

Sean Connerty
Sean Connerty (Jan 7, 2023 10:51 EST)

By: Sean Connerty

Its: President

Date: Jan 7, 2023

Exhibit A: Proposal
Exhibit B: Insurance Certificate with Endorsements

**EXHIBIT A
PROPOSAL**

The Contractor shall provide the following Services, and for the amount of \$1,100 per month:

1. Service (3) times per week for the District's Facilities.
2. Cleaning of the fountain include cleaning of tiles and underwater debris.
3. Cleaning of filters, pumps and chlorinator feeders on a regular basis.
4. Chemicals analysis of water and treatment to provide and meet Health Department standards in respect to oxidation and sanitation.
5. Maintain and interpret operational and recirculation efficiency of the filter and filter media.
6. Check and interpret gauges, flow meters and monitoring equipment for operational efficiency.
7. Repairs are additional costs to customer.
8. Chemicals included.

EXHIBIT B
INSURANCE CERTIFICATE WITH ENDORSEMENTS











Pool Maintenance Agreement_Eagle Pointe CDD

Final Audit Report

2023-01-09

Created:	2022-12-18
By:	Taylor Nielsen (tnielsen@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAICJIP74ks1uLFj5TVneUqnJ0MfP5Yj9C

"Pool Maintenance Agreement_Eagle Pointe CDD" History

-  Document created by Taylor Nielsen (tnielsen@rizzetta.com)
2022-12-18 - 11:01:29 PM GMT- IP address: 47.197.169.213
-  Document emailed to suncoastpoolservice@gmail.com for signature
2022-12-18 - 11:02:30 PM GMT
-  Email viewed by suncoastpoolservice@gmail.com
2023-01-07 - 3:38:39 PM GMT- IP address: 72.185.122.190
-  New document URL requested by suncoastpoolservice@gmail.com
2023-01-07 - 3:38:51 PM GMT- IP address: 72.185.122.190
-  Signer suncoastpoolservice@gmail.com entered name at signing as Sean Connerty
2023-01-07 - 3:51:56 PM GMT- IP address: 72.185.122.190
-  Document e-signed by Sean Connerty (suncoastpoolservice@gmail.com)
Signature Date: 2023-01-07 - 3:51:58 PM GMT - Time Source: server- IP address: 72.185.122.190
-  Document emailed to Candice Smith (csmith@kolter.com) for signature
2023-01-07 - 3:51:59 PM GMT
-  Email viewed by Candice Smith (csmith@kolter.com)
2023-01-09 - 3:50:51 PM GMT- IP address: 161.123.179.149
-  Document e-signed by Candice Smith (csmith@kolter.com)
Signature Date: 2023-01-09 - 3:51:16 PM GMT - Time Source: server- IP address: 47.207.26.180
-  Agreement completed.
2023-01-09 - 3:51:16 PM GMT



Adobe Acrobat Sign

Tab 8

**AGREEMENT FOR
AMENITY FACILITY MAINTENANCE SERVICES**

THIS AGREEMENT ("Agreement") is made, and entered into, by and between:

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912 ("**District**"), and

JANPRO CORPORATION, a Florida corporation, and with an address of 1920 NW 18th Street, Bay 11, Pompano Beach, Florida 33069 ("**Contractor**").

RECITALS

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

WHEREAS, the District owns, operates and maintains an amenity clubhouse ("**Facilities**"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide maintenance services for the Facilities, as outlined in **Exhibit A ("Services")**; and

WHEREAS, Contractor represents and warrants that it is qualified to provide such Services and desires to enter into an agreement with the District to provide the Services in accordance with the terms and specifications in this Agreement and **Exhibit A**.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

2. SERVICES. The Contractor agrees to provide the Services outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. This Agreement grants to Contractor the right to enter the District property that is the subject of this Agreement, and for those purposes described in this Agreement.

Additional Work. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

3. TERM. Contractor shall provide the Services beginning upon the full execution of this Agreement, and continue through September 30 of the year in which this Agreement becomes effective, unless terminated earlier pursuant to its terms. This Agreement shall automatically renew for one-year periods beginning October 1 (i.e., based on the District's fiscal year), unless terminated pursuant to the terms herein.

4. COMPENSATION; PAYMENT. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

5. CARE OF DISTRICT PROPERTY. Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

6. COMPLIANCE WITH LAW. In providing the Services, Contractor shall comply with all applicable laws, rules, and regulations, including but not limited to all orders or requirements affecting the District property placed thereon by any governmental authority having jurisdiction.

7. ACCIDENTS/CLAIMS. Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Amenity Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("**Board**") expressly directs Contractor otherwise, in writing.

8. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of

such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

9. TERMINATION. The District shall have the right to terminate this Agreement immediately upon written notice for cause, or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District. In the event either party terminates this Agreement, Contractor's sole remedy shall be to recover the balance of money due and owing to it at the effective date of termination for the work actually performed up to that date, subject to any off-sets the District might have against Contractor.

10. INSURANCE. Contractor shall maintain throughout the term of this Agreement the insurance listed in **Exhibit B**. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

11. INDEMNIFICATION. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentages of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest accrued against the District, all as actually incurred. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement.

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contained herein shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

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16. NOTICES. All notices, requests, consents, and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, at the addresses first listed above. 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 Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

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IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O RIZZETTA & COMPANY, INC., 9530 MARKETPLACE ROAD, SUITE 206, FORT MYERS, FLORIDA 33912, WITH AN EMAIL OF TNIELSEN@RIZZETTA.COM, AND PHONE OF 813-533-2950.

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

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

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24. LIMITATIONS ON LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or

other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

26. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

27. CONFLICTS. In the event that there are any conflicts between the terms of this Agreement and its exhibits, the terms of this Agreement shall control.

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

29. E-SIGNATURE; COUNTERPARTS. This Agreement may be executed by electronic signature, and in any number of counterparts; however, all such counterparts together shall constitute but one and the same instrument.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

**EAGLE POINTE COMMUNITY
DEVELOPMENT DISTRICT**

Candice Smith

Candice Smith (Jan 17, 2023 13:32 EST)

By: _____

Its: _____

Date: Jan 17, 2023

JANPRO CORPORATION

Rick Luna
By: _____
Its: _____
Date: 1/18/2023

Exhibit A: Proposal
Exhibit B: Insurance Certificate with Endorsements

EXHIBIT A

PROPOSAL (AS REVISED AND SET FORTH BELOW)

1. **JAN-PRO** agrees to perform recurring janitorial services for the Facilities as follows:

CLEANING LOCATION: 11450 Moonsail Drive, Parrish Florida
CLEANABLE AREA: Appx. 5,000 SF Clubhouse, Lounge/Entertainment, Game Room and Pool Areas
REGULAR SERVICE: 3 x per week
PRICE PER MONTH: \$1,623.00

2. **JAN-PRO** will provide all chemicals, equipment, labor, and supervision. **CLIENT** will provide all restroom paper products, hand soap and can liners.
3. **JAN-PRO** will fulfill its obligations under this Agreement through its franchised system. **JAN-PRO** will identify the franchisee selected to service **CLIENT** before the start date of service. Each franchisee has been successfully trained on the **JAN-PRO** methods and procedures and is bound by the terms of this Agreement. **CLIENT** has the right to request a change in franchisee at any time.

EXHIBIT B

INSURANCE CERTIFICATE WITH ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Exchange Underwriters, Inc 2111 N. Franklin Dr. Suite 100 Washington PA 15301	CONTACT NAME: Kara Dantry PHONE (A/C, No, Ext): 724-745-1600 E-MAIL ADDRESS: kdantry@exchangeunderwriters.com FAX (A/C, No): 724-745-0224
INSURED Jan-Pro Cleaning Systems of Manasota TFR Cleaning Services, Inc. dba Suite 407 & 408 7361 International Place Sarasota FL 34240	INSURER(S) AFFORDING COVERAGE INSURER A : Ohio Casualty INSURER B : Western Surety Company/ INSURER C : Ohio Security INSURER D : MANUFACTURERS ALLIANCE INSURER E : INSURER F :

COVERAGES**CERTIFICATE NUMBER:** 1504071074**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	BKO60986901	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAS53791984	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	202201 1034347	11/1/2022	11/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Third Party Bond			70258914	3/1/2022	3/1/2023	Limit 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Eagle Pointe Community Development District, its officers, supervisors, agents, managers, counsel, engineers, staff and representatives are included as additional insured as respects to General Liability and Automobile Liability re: Jan-Pro billed contracts only. Certified Business Owners are covered for General Liability, Workers Compensation and Bond. Insured's General Liability insurance is primary and non-contributory to additional insured's insurance. Waiver of subrogation in favor of certificate holder re: General Liability, Umbrella Liability, Automobile Liability and Workers Compensation where required by written contract. Tom Phelan and Frank Papasodero are excluded from the Workers Compensation coverage.

CERTIFICATE HOLDER**CANCELLATION**

Eagle Pointe Community Development
11450 Moonsail Drive
Parrish FL 34221

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. TFR Cleaning Services, Inc.	
	2 Business name/disregarded entity name, if different from above dba Jan-Pro of Manasota	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. 7361 International Place Suite #408	Requester's name and address (optional)
	6 City, state, and ZIP code Sarasota, FL 34240	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
2	0		-	8	4	4	6	6 7 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are **not** required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ►
------------------	----------------------------------------------------------------------------------------------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Tab ☐

AGREEMENT FOR ENVIRONMENTAL SERVICES



Proposal Date: March 29, 2023

This Agreement is made effective by and between:

"Client"

Name: Eagle Pointe CDD
Address: c/o Rizzetta & Company
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912
Phone: 813-553-2950
Representative: Mr. Taylor Nielsen
Email: tnielsen@rizzetta.com

"Eco-Logic Services"

Name: Eco-Logic Services LLC
Address: PO Box 18204
Sarasota, FL 34276
Phone: (941) 302-1206
Representative: Peter Nabor
Email: Pete@Eco-Logic-Services.com

Project: Isles at Bayview

Project Location: Manatee County, FL

Fee Type: Unit price per attached Scope of Services

Retainer: No

Scope of Services: Attached

Special Conditions:

- This document is a proprietary product produced by Eco-Logic Services and represents a considerable investment of resources with no compensation. Any reproduction, transmittal, or reuse of this document, or any portion thereof, by any third party without the express written consent of Eco-Logic Services is prohibited under penalty of legal action.
- All rates and fees shall be subject to renegotiation if this Agreement is not signed and returned within thirty days of date above.
- This Agreement with the attached Scope of Services and Terms and Conditions constitute the complete agreement between Eco-Logic Services and Client with respect to the scope of services hereunder.

Eco-Logic Services LLC

By: 

Print Name: Peter Nabor

Title: Principal / Senior Project Scientist

Date: March 29, 2023

Eagle Pointe CDD

By: 
Candice Smith (Mar 29, 2023 13:53 EDT)

Print Name: Candice Smith

Title: Chairman

Date: Mar 29, 2023

ISLES AT BAYVIEW



1.0 Aquatic Pest Management

Eco-Logic Services will provide and dispense a midge control product into Lake 21 and Lake 22 at the Isles at Bayview site. When used according to label instructions, the product is not harmful to the environment, people, or pets. The applications target the midge larvae that develop in the lake (not the adult midges). The lakes will be treated on a monthly basis during the “midge season” (approximately February-May and again in August-November). Treatments will concentrate on the perimeter of the lake out approximately 20 feet from shore. Results should be evident within 7-14 days with a 50-75% reduction in the adult midge population. If additional treatments are requested by the Client (either beyond the treatment months or additional treatments to combat a population boom between scheduled treatments), the treatment will be performed at the same per event fee.

2.0 Fish Stocking

Eco-Logic Services will stock bluegill (*Lepomis macrochirus*) and catfish (*Ictalurus punctatus*) according to the table below into Lakes 21 and 22 to help control midge larvae. Fish will be approximately 1.0 to 1.5” in size and will be stocked at a rate of 500 per acre for bluegill and 250 per acre for catfish (as recommended by the University of Florida for assisting with midge control). A healthy population of these fish should assist in controlling midges.

Lake	Fish	Rate	Quantity
21	Bluegill	500/acre	1,645
	Catfish	250/acre	825
22	Bluegill	500/acre	1,045
	Catfish	250/acre	525

3.0 Cost

Compensation for service of principles and employees of Eco-Logic Services rendered pursuant to the Scope of Services of this agreement will be paid based on the following schedule of services:

1.0 Aquatic Pest Management

Lake 21 8 events per year at \$285/event

Lake 22 8 events per year at \$260/event

2.0 Fish Stocking

Lake 21 \$4,150.00

Lake 22 \$2,650.00

Invoices will be submitted monthly based on the schedule of services and assumptions provided in this proposal. Additional services will be provided subject to additional compensation, based on verbal or written authorization by the Client. The services specified above will be provided without interruption based upon automatic annual renewals. Eco-Logic Services has the option of increasing the fees up to five percent each calendar year until this Agreement is terminated pursuant to the Terms and Conditions of this Agreement.

4.0 Assumptions of this Proposal

- 4.1 The Client will make provision for Eco-Logic Services to enter the work area as required to perform services under this Agreement.
- 4.2 There are many factors that may hinder the effectiveness of the midge treatment, including but not limited to the dilution caused by rainfall or lake supplementation via wells, organic matter in the water, pH balance, and other water quality parameters. Because of factors outside of our control, we cannot warrant the level of control achieved. Eco-Logic Services is not responsible for reduced results, or for retreatment of the lake(s) if desired by the Client for any reason. If additional treatment(s) are required or requested by the Client, upon authorization, they will be performed at the same per event fee.
- 4.3 Midge treatments will be performed at the same time as the lake management services and will not require additional mobilizations to the site.
- 4.4 Eco-Logic Services will take every precaution when stocking fish based upon the expertise of the fisheries consultant and will stock only healthy fish in good condition. However, because of factors outside of our control, no guarantee on fish survival is offered. If significant mortality occurs, and water quality analysis is necessary, will be performed as additional services.
- 4.5 This Scope of Services does not include permit modifications or actions necessary for resolution of compliance issues, including negotiations with regulatory agencies or necessary corrective actions.
- 4.6 The fees in this Agreement do not include any sales, value added, or other taxes that may be required by the government. Any such taxes will be added to invoices as required.
- 4.7 All work products under this Agreement may be used in marketing, advertising, resume, and other similar business development materials. Use of such materials shall be in accordance with industry standards and normal business practices.

TERMS AND CONDITIONS

DESCRIPTION OF SERVICES: Eco-Logic Services will provide the services described in the Scope of Services included in this Agreement to the Client for the stated fee in accordance with these terms and conditions:

PAYMENT: Client agrees to pay Eco-Logic Services according to the Fee Schedule provided in the attached Scope of Services. Invoices shall be submitted monthly for the work performed in the previous month. If any invoice is not paid within 30 days, interest will be added to and payable on all overdue amounts at 1.5% per month (18% per year) or the maximum legal rate of interest allowable. Client shall pay all costs of collection, including without limitation, reasonable attorney fees. If Client disputes any portion of an invoice, the Client must notify Eco-Logic Services in writing of the disputed item within 10 days of the date of the invoice. If any invoice is not paid in full within 60 days of the invoice date, Eco-Logic Services may immediately suspend all or any portion of the services until payment is received in full and Eco-Logic Services has the option to treat such failure to pay as a material breach of this Agreement and/or seek legal remedies.

LIMITATION OF LIABILITY: Neither party will be liable for breach-of-contract damages suffered by the other that are remote or speculative, or that could not reasonably have been foreseen on entry into this agreement. Eco-Logic Services' liability for any breach-of-contract claims under this agreement will not exceed the Compensation received from the Client under this agreement over a six-month period immediately preceding the claim. No claim may be brought against Eco-Logic Services in contract or tort more than one year after the cause of action arose. Any claim, suit, demand or action brought under this Agreement shall be directed and/or asserted only against Eco-Logic Services and not against any employees, shareholders, officers or directors of Eco-Logic Services.

TERM: This Agreement will terminate automatically upon completion of the Scope of Services by Eco-Logic Scope of Services. For ongoing services tasks, the portion of the Agreement directly related to that task will continue in effect until terminated by either party upon 30 days written notice to the other party. In the event of any termination, Eco-Logic Services shall be paid for all services rendered and reimbursables incurred through the date of notice of termination plus this 30-day period.

FORCE MAJEURE: If performance of this Agreement or any obligations under this Agreement is prevented, restricted, or interfered with, either temporarily or permanently, by causes beyond either party's reasonable control ("Force Majeure"), then the obligations of this Agreement shall be suspended to the extent necessary by such event. The term "Force Majeure" shall include without limitation acts of nature, severe weather or other catastrophic conditions, orders or acts of military or civil authority, or by state or national emergencies, riots, or wars, or work stoppages, or any other similar event beyond the reasonable control of either party.

DISPUTE RESOLUTION: The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the matter will be submitted to mediation, in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute, or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association and will be done within Sarasota County, Florida. The arbitrator's award will be final, and judgement may be entered upon it by any court having proper jurisdiction.

SEVERABILITY: If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable as if the invalid or unenforceable had never been contained within.

NOTICE: Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified or registered mail or via email, with receipt of reply, to the party entitled thereto at the address set forth in the opening portion of this Agreement.

WAIVER OF CONTRACTUAL RIGHT: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

CONSTRUCTION AND INTERPRETATION: The rule requiring construction or interpretation against the drafter is waived. This document shall be deemed as if it were drafted by both parties in a mutual effort.

ATTORNEY'S FEES TO PREVAILING PARTY: In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and appeal.

ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. The Agreement supersedes any prior written or oral agreements between the parties.





Isles Lake 21-22 midge proposal

Final Audit Report

2023-03-29

Created:	2023-03-29
By:	Taylor Nielsen (tnielsen@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAu52uAJjJAVAapzEtT2maJReKqR0_fOB6

"Isles Lake 21-22 midge proposal" History

-  Document created by Taylor Nielsen (tnielsen@rizzetta.com)
2023-03-29 - 4:09:49 PM GMT- IP address: 47.197.169.213
-  Document emailed to Candice Smith (csmith@kolter.com) for signature
2023-03-29 - 4:10:06 PM GMT
-  Email viewed by Candice Smith (csmith@kolter.com)
2023-03-29 - 5:51:50 PM GMT- IP address: 152.39.205.186
-  Document e-signed by Candice Smith (csmith@kolter.com)
Signature Date: 2023-03-29 - 5:53:50 PM GMT - Time Source: server- IP address: 47.207.26.180
-  Agreement completed.
2023-03-29 - 5:53:50 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



Adobe Acrobat Sign

Tab 10

RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Eagle Pointe Community Development District ("**District**") prior to June 15, 2023, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 3, 2023

HOUR: 11:45a

LOCATION: 11450 Moonsail Dr.
Parrish, FL 34219

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Manatee County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 4TH DAY OF MAY, 2023.

ATTEST:

**EAGLE POINTE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget



Rizzetta & Company

Eagle Pointe Community Development District

EaglePointeCDD.org

**Proposed Budget for
Fiscal Year 2023-2024**

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Proposed Budget
Eagle Pointe Community Development District
General Fund
Fiscal Year 2023/2024

Chart of Accounts Classification	Actual YTD through 03/31/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
REVENUES							
Special Assessments							
Tax Roll	\$ 268,956	\$ 268,957	\$ 268,957	\$ -	\$ 441,935	\$ 172,978	
Contributions & Donations from Private Sources							
Developer Contributions	\$ -	\$ -	\$ 211,452	\$ 211,452	\$ 211,452	\$ -	
TOTAL REVENUES	\$ 315,770	\$ 315,785	\$ 480,409	\$ 164,624	\$ 653,387	\$ 172,978	
TOTAL REVENUES AND BALANCE FORWARD	\$ 315,770	\$ 315,785	\$ 480,409	\$ 164,624	\$ 653,387	\$ 172,978	
EXPENDITURES - ADMINISTRATIVE							
Legislative							
Supervisor Fees	\$ 400	\$ 800	\$ 800	\$ -	\$ 800	\$ -	
Financial & Administrative							
Administrative Services	\$ 2,387	\$ 4,774	\$ 4,774	\$ -	\$ 5,012	\$ 238	contract price
District Management	\$ 10,661	\$ 21,322	\$ 21,322	\$ -	\$ 22,388	\$ 1,066	contract price
District Engineer	\$ 2,024	\$ 4,048	\$ 8,000	\$ 3,952	\$ 8,000	\$ -	
Disclosure Report	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	contract price
Trustee Fees	\$ 2,812	\$ 3,500	\$ 3,500	\$ -	\$ 3,500	\$ -	
Assessment Roll	\$ 5,304	\$ 5,304	\$ 5,304	\$ -	\$ 5,569	\$ 265	contract price
Financial & Revenue Collections	\$ 1,910	\$ 3,819	\$ 3,819	\$ -	\$ 4,010	\$ 191	
Accounting Services	\$ 9,547	\$ 19,094	\$ 19,094	\$ -	\$ 20,049	\$ 955	contract price
Auditing Services	\$ -	\$ -	\$ 3,125	\$ 3,125	\$ 4,100	\$ 975	contract price
Arbitrage Rebate Calculation	\$ 900	\$ 900	\$ 500	\$ -	\$ 900	\$ 400	contract price
Public Officials Liability Insurance	\$ 2,540	\$ 2,540	\$ 2,836	\$ 296	\$ 2,921	\$ 85	23-24 EGIS proposal forecasting 15% inc
Legal Advertising	\$ 879	\$ 1,758	\$ 2,000	\$ 242	\$ 2,000	\$ -	
Dues, Licenses & Fees	\$ 689	\$ 1,378	\$ 1,000	\$ (378)	\$ 1,550	\$ 550	movie licensing fee
Website Hosting, Maintenance, and Email	\$ 1,369	\$ 2,738	\$ 2,738	\$ -	\$ 2,738	\$ -	contract price
Legal Counsel							
District Counsel	\$ 7,641	\$ 15,282	\$ 15,000	\$ (282)	\$ 15,000	\$ -	
Administrative Subtotal	\$ 54,063	\$ 92,257	\$ 98,812	\$ 6,955	\$ 103,537	\$ 4,725	
EXPENDITURES - FIELD OPERATIONS							
Electric Utility Services							
Utility Services	\$ 980	\$ 1,960	\$ 36,000	\$ -	\$ 45,000	\$ 9,000.00	
Streetslighting	\$ 12,802	\$ 25,604	\$ 19,500	\$ -	\$ 35,000	\$ 15,500.00	\$25/pole x 65 poles per month
Water Utility Services							
Utility Services	\$ 5,347	\$ 10,694	\$ 3,000	\$ -	\$ 15,000	\$ 12,000.00	
Stormwater Control							
Aquatic Maintenance	\$ 8,700	\$ 17,400	\$ 15,600	\$ (1,800)	\$ 25,000	\$ 9,400	lakes phases 1-3
Wetland Monitoring & Maintenance	\$ 10,990	\$ 21,980	\$ 12,690	\$ (9,290)	\$ 17,940	\$ 5,250	phase 1-3
Midge Fly Treatments	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ 30,000	need to add, lots of midge fly issues
Fountain Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,000	entrance fountains
Other Physical Environment							
General Liability Insurance	\$ 3,105	\$ 3,105	\$ 3,466	\$ 361	\$ 3,571	\$ 105	23-24 EGIS proposal forecasting 15% inc
Property Insurance	\$ 20,809	\$ 20,809	\$ 341	\$ (20,468)	\$ 31,214	\$ 30,873	23-24 EGIS proposal forecasting 50% inc
Landscape Maintenance	\$ 67,023	\$ 134,046	\$ 86,000	\$ (48,046)	\$ 91,356	\$ 5,356	Juniper contract minus amenity breakout
Irrigation Repairs	\$ 315	\$ 630	\$ 5,000	\$ 4,370	\$ 10,000	\$ 5,000	
Landscape Inspection Services	\$ -	\$ -	\$ -	\$ -	\$ 8,400	\$ 8,400	contract price
Holiday Lights and Décor	\$ -	\$ -	\$ 1,500	\$ 1,500	\$ 15,000	\$ 13,500	
Landscape Lighting Maintenance	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	
Parks and Recreation							
Pool Service Contract	\$ 1,100	\$ 2,200	\$ 16,800	\$ 14,600	\$ 16,800	\$ -	
Pool Repairs	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	
Pool Permit	\$ -	\$ -	\$ 375	\$ 375	\$ 375	\$ -	
Maintenance & Repairs	\$ -	\$ -	\$ 16,200	\$ 16,200	\$ 20,000	\$ 3,800	
Amenity Management Contract	\$ 12,822	\$ 25,644	\$ 60,400	\$ 34,756	\$ 50,000	\$ (10,400)	
Access Control Maintenance	\$ 706	\$ 1,412	\$ 5,000	\$ 3,588	\$ 5,000	\$ -	
Amenity Landscape and Irrigation	\$ -	\$ -	\$ 39,600	\$ 39,600	\$ 39,600	\$ -	budget price
Clubhouse Office Supplies	\$ -	\$ -	\$ 7,500	\$ 7,500	\$ 7,500	\$ -	
Janitorial Service	\$ -	\$ -	\$ 7,380	\$ 7,380	\$ 25,000	\$ 17,620	contract price
Janitorial Supplies	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 5,000	\$ 4,000	includes paper products for bathrooms
Security System and Cameras	\$ -	\$ -	\$ 11,000	\$ 11,000	\$ 11,000	\$ -	
Mileage Reimbursement	\$ -	\$ -	\$ 350	\$ 350	\$ 350	\$ -	
Telephone, Internet, Cable	\$ 170	\$ 340	\$ -	\$ (340)	\$ 2,500	\$ 2,500	
Playground Maintenance	\$ -	\$ -	\$ 3,500	\$ 3,500	\$ 3,500	\$ -	
Staff Uniforms	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -	
Pest Control	\$ 275	\$ 550	\$ 1,500	\$ 950	\$ 2,500	\$ 1,000	contract price
Termite Bond	\$ -	\$ -	\$ 750	\$ 750	\$ 750	\$ -	
Fire Extinguishers	\$ -	\$ -	\$ 750	\$ 750	\$ 750	\$ -	
Computer Support, Maintenance & Repairs	\$ 1,085	\$ 2,170	\$ 1,000	\$ (1,170)	\$ 1,500	\$ 500	
Special Events							
Special Events	\$ 2,533	\$ 5,066	\$ 11,000	\$ 5,934	\$ 11,000	\$ -	
Contingency							
Misc. Contingency	\$ -	\$ -	\$ -	\$ -	\$ 7,745	\$ 7,745	
Reserve Study	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	
Field Operations Subtotal	\$ 152,487	\$ 281,060	\$ 381,597	\$ 80,295	\$ 549,850	\$ 155,508	
TOTAL EXPENDITURES	\$ 206,550	\$ 373,317	\$ 480,409	\$ 87,250	\$ 653,387	\$ 160,233	
EXCESS OF REVENUES OVER EXPENDITURES	\$ 109,220	\$ (57,532)	\$ -	\$ 251,874	\$ -	\$ 12,745	

Eagle Pointe Community Development District
Debt Service
Fiscal Year 2023/2024

Chart of Accounts Classification	Series 2020	Budget for 2023/2024
REVENUES		
Special Assessments		
Net Special Assessments ⁽¹⁾	\$456,026.09	\$456,026.09
TOTAL REVENUES	\$456,026.09	\$456,026.09
EXPENDITURES		
Administrative		
Debt Service Obligation	\$456,026.09	\$456,026.09
Administrative Subtotal	\$456,026.09	\$456,026.09
TOTAL EXPENDITURES	\$456,026.09	\$456,026.09
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

Manatee County Collection Costs (3%) and Early Payment Discounts (4%):

7.0%

Gross assessments:

\$490,350.63

Notes:

Tax Roll Collection Costs (3%) and Early Payment Discounts (4%) are a total 7.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

⁽¹⁾ Maximum Annual Debt Service less Prepaid Assessments received.

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT**FISCAL YEAR 2023/2024 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE**

2023/2024 O&M Budget		\$441,935.25
Collection Cost @ 3%		\$14,255.98
Early Payment Discount @ 4%		\$19,007.97
2023/2024 Total:		<u>\$475,199.19</u>

2022/2023 O&M Budget		\$268,957.00
2023/2024 O&M Budget		\$441,935.25
Total Difference:		<u>\$172,978.25</u>

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2022/2023	2023/2024	\$	%
Series 2020 Debt Service - Single Family 40'	\$1,048.39	\$1,048.39	\$0.00	0.00%
Operations/Maintenance - Single Family 40'	\$1,200.00	\$1,200.00	\$0.00	0.00%
Total	\$2,248.39	\$2,248.39	\$0.00	0.00%
Series 2020 Debt Service - Single Family 50'	\$1,268.82	\$1,268.82	\$0.00	0.00%
Operations/Maintenance - Single Family 50'	\$1,200.00	\$1,200.00	\$0.00	0.00%
Total	\$2,468.82	\$2,468.82	\$0.00	0.00%
Series 2020 Debt Service - Single Family 60'	\$1,505.38	\$1,505.38	\$0.00	0.00%
Operations/Maintenance - Single Family 60'	\$1,200.00	\$1,200.00	\$0.00	0.00%
Total	\$2,705.38	\$2,705.38	\$0.00	0.00%
Series 2020 Debt Service - Single Family 40' (Previously Unplatted)	\$1,048.39	\$1,048.39	\$0.00	0.00%
Operations/Maintenance - Single Family 40' (Previously Unplatted) ⁽¹⁾	\$0.00	\$1,200.00	\$1,200.00	0.00%
Total	\$1,048.39	\$2,248.39	\$1,200.00	114.46%
Series 2020 Debt Service - Single Family 50' (Previously Unplatted)	\$1,268.82	\$1,268.82	\$0.00	0.00%
Operations/Maintenance - Single Family 50' (Previously Unplatted) ⁽¹⁾	\$0.00	\$1,200.00	\$1,200.00	0.00%
Total	\$1,268.82	\$2,468.82	\$1,200.00	94.58%
Series 2020 Debt Service - Single Family 60' (Previously Unplatted)	\$1,505.38	\$1,505.38	\$0.00	0.00%
Operations/Maintenance - Single Family 60' (Previously Unplatted) ⁽¹⁾	\$0.00	\$1,200.00	\$1,200.00	0.00%
Total	\$1,505.38	\$2,705.38	\$1,200.00	79.71%

⁽¹⁾ Operations & Maintenance assessments for the unplatted lots were developer funded for FY 2022-2023. Assessments were levied once sold to an end user

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$441,935.25
COLLECTION COST @	3%	\$14,255.98
EARLY PAYMENT DISCOUNT @	4%	\$19,007.97
TOTAL O&M ASSESSMENT		<u>\$475,199.19</u>

LOT SIZE	UNITS ASSESSED		ALLOCATION OF O&M ASSESSMENT				PER UNIT ASSESSMENTS		
	SERIES 2020		TOTAL		% TOTAL	TOTAL	2020 DEBT		
	O&M	DEBT SERVICE ⁽¹⁾	EAU FACTOR	EAU's	EAU's	O&M BUDGET	O&M	SERVICE ⁽²⁾	TOTAL ⁽³⁾
Single Family 40'	115	115	1.00	115.00	29.04%	\$137,999.77	\$1,200.00	\$1,048.39	\$2,248.39
Single Family 50'	225	225	1.00	225.00	56.82%	\$269,999.54	\$1,200.00	\$1,268.82	\$2,468.82
Single Family 60'	56	56	1.00	56.00	14.14%	\$67,199.89	\$1,200.00	\$1,505.38	\$2,705.38
Totals	396	396		396.00	100.00%	\$475,199.19			

LESS: Manatee County Collection Costs (3%) and Early Payment Discounts (4%):

(\$33,263.94)

Net Revenue to be Collected:

\$441,935.25

⁽¹⁾ Reflects the number of total lots with Series 2020 debt outstanding.

⁽²⁾ Annual debt service assessment per lot adopted in connection with the Series 2020 bond issue. Annual assessment includes principal, interest, Manatee County collection costs and early payment discounts.

⁽³⁾ Annual assessment that will appear on November 2023 Manatee County property tax bill. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early).

GENERAL FUND BUDGET **ACCOUNT CATEGORY DESCRIPTION**

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County. The second way is by Off Roll collection.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Master Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous fees throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Streetlights: The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

RESERVE FUND BUDGET **ACCOUNT CATEGORY DESCRIPTION**

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County. The second way is by Off Roll collection.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

DEBT SERVICE FUND BUDGET **ACCOUNT CATEGORY DESCRIPTION**

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

Tab 11

Eagle Pointe Project Tracker – Updated 2.3.23

Eagle Pointe CDD
11450 Moonsail Dr.
Parrish, FL 34221
Lifestyle Manager:
Phone/Email

Current Projects

Date Entered	Project	Task	Update	Update	Estimated Completion Date
2.1.23	Way to buy items since no card yet		Card is on the way, a representative called me 2/22/2023.	Ongoing	
2.1.23	No trash can by playground		I spoke with Cliff, and he has this as a future project.	Ongoing	
2.1.23	Sink in men's bathroom off wall		Reported to Cornerstone	Repaired on 2.3	Completed
2.1.23	Key and lock on Janitorial closet not working properly		Found out blank key worked	Ongoing	Completed
2.1.23	Suggest blinds or window shades for event room.		Contacted Laura Reeves on this issue, awaiting a call back.	Ongoing	
2.1.23	Buy all kinds of cleaning products and cleaning tools		Awaiting Company Credit Card	Ongoing	

2.1.23	Need some sort of electric blower		Awaiting Company Credit Card	Ongoing	
2.1.23	Need locksmith to rekey main doors and locks to one key		Locksmith appt set for 2.28.23	Locksmith was a no-show as of 4:34 pm.	
2.1.23	Need some sort of desk		Discussion about this is in the works	Ongoing	
2.1.23	Need a telephone		Spoke with Spectrum Business Rep	I now have access on the account and I'm waiting on the Business Rep to confirm if we can make the 1 st payment with a check because I'm without Company Credit Card	
2.1.23	Trash cans inside??		We currently have trash cans inside of the main building, but the Pool Bathrooms do not have any standing trash cans on wall trash cans which will not accommodate.	Ongoing	
2.1.23	Need trash picker upper		Awaiting Company Credit Card	Ongoing	
2.1.23	Need event rental rules and regs			Ongoing	Completed
2.1.23	Access card process			Ongoing	Completed
2.1.23	Grand Opening Party plans			Ongoing	Completed
2.1.23	Access to Summerwood		Provided by Taylor via email.	Yes	Completed
2.1.23	List of Vendors and Contacts			Ongoing	

2.1.23	TV remotes?	In kitchen drawer	5 remotes for Samsung Smart TV's and 1 remote for a Samsung Surround Sound System	Yes	Completed
2.2.23	Wifi password is: Voyagefriend806			Yes	Completed
2.2.23	Extra Key fobs in event room men's restroom closet. Multiple boxes	I assume they are activated?	Access Cards	Yes	Completed
2.2.23	Outside Janitorial closet needs cleaning up. It has shelves to be assembled though		I'm aware of this and as soon as Cliff and his team are done with post construction, I will install shelving etc.	Ongoing	
2.2.23	We need list of vendors and account reps information: Landscaping, Card access, ponds, Janitorial, ect		Juniper, Jan-Pro, Action Security	Ongoing	
2.2.23	The bank key in the Kolter box (code 6035) opens all closet and utility doors. Our box (same passcode) has other needed keys.		Accomplished	Accomplished	Completed
2.2.23	Angela Computer set up by Ken. Printer set up on computer. There is no login password for it at this time.		I have Angela's computer with me.	Joe McCallister is now in possession of Angelas Laptop	Completed
2.2.23	Angela's Rizzetta email and new clubhouse email all set up in Outlook for Angela.		Accomplished	I'm in possession of Angelas notes and email access.	Completed
2.2.23	New clubhouse email: manager@eaglepointecdd.com password: TrustEagle1!		Accomplished	I'm in possession of Angelas notes and email access.	Completed
2.2.23	Passwords notes on Angela's computer			I'm in possession of Angelas notes and email access.	Completed

2.3.23	Need office supplies. Paper, pens, note pads, file cabinet, folders ect.		Awaiting Company Credit Card	Ongoing	
2.3.23	Brown stains along water line in pool. Was a resident complaint to me.		Taylor notified pool company 2.3	Pool cleaned 2.23	Completed
2.3.23	All lights working in game room and patio area,		One light in the middle of the ceiling is out	Ongoing	
2.24.23	Shades for the rest of the building		Ongoing issue waiting on a talk with Candice.	Ongoing	
2.24.23	Jan Pro pressure washing screening		Appt set up for pressure washing screening 2.28.23	Sergio will be sending a proposal today.	Completed
2.28.23	Juniper Landscaping			Juniper Landscaping completed the work needed to be done to get the Clubhouse ready for the grand opening.	Completed
3.8.23	Action Security		I noticed that Residents have access to the Amenities Center with their Access cards. So I got with Jeff so we made that correction to restrict access.	Accomplished	Completed
3.8.23	Tier 1 Pest Control		Gave me an estimated Invoice regarding a one-time treatment of the Facility and its exterior.	Approval, scheduled for 3.23.2023	Completed
3.10.23	Action Security		Proposal for front main motorized door.	Ongoing, awaiting rep to determine a cost effective way to remedy the door closing issue,	
3.10.23	Action Security		Proposals for cameras at parking lots for Summerwoods and Eagle Pointe.	Ongoing, suspended for now via Taylor.	

3.14.23	Pool Company		Shawn came out to remedy the pool heaters, so they don't continuously HPF Fault.	Fixed for now, ongoing monitoring in place. So far, it's been about 14 days since Shawn has come out and it have been consistently working without the HP5 faults. Continued monitoring.	
3.15.23	Cornerstone		The resurfaced ceiling in the middle entrance is completed awaiting repainting.	Repainted 3.28.2023	Completed
3.22.23	Cornerstone		Damaged concrete associated with the Dog park, awaiting assessment with Cliff on repairs.	Concrete and gate door repaired 3.29.2023	Completed
3.23.2023	Cornerstone		Ongoing issue with Womens bathroom toilets will be addressed, just waiting on Cliff to confirm a date for reconstruction.	Cliff and his guys are working on the Womens restroom, 3.28.2023. The Womens restroom Toilet situation has been rectified, turned out to be a massive piece of concrete that was lodged inside of the drain PVC, possibly due to post construction etc. Cliff and his crew have been working on this since yesterday, they had to go through the tile and concrete only in the bathroom to address the issue. The Womens bathroom will be closed for the remainder of the week to 10 days as of 3.29.2023.	
3.23.2023	Tom Garage Doors		Tom stopped by to check on the resurfaced pool deck pad and will have to buff out an area at a later date, within the Arts Center due to scratches etc.	Ongoing	

3.24.23	Cintas		Awaiting a call from Cintas Rep regarding area mats and first aid kits.	Appointment set for 3.28.23 at around 12 pm. Awaiting on Proposal to be sent out for consideration.	
3.24.23	Onsight		Replacing 4 Placards that have fallen due to Humidity throughout Eagle Pointe	Ongoing	Completed
3/29/2023	Spectrum		Spectrum technician came over to change out old equipment with new equipment.	Service is canceled for now due to Security Equipment constraints.	

Potential Future Projects

Date	Project	Task	Update 1	Update 2	Estimated Completion Date
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[illegible]

[illegible]

[illegible]

Isles of Bayview Eagle Pointe CDD

COMMUNITY DEVELOPMENT DISTRICT

11450 Moonsail Dr
Parrish Florida 34218
Phone 813-304-3616
jmccallister@rizzetta.com

Clubhouse Manager's Report

Operations and Maintenance Report

Amenity Center

- Acquired event rental rules and regs
- Access card process in place
- Grand Opening Party a success
- Access to Summerwood accomplished
- TV remotes, 5 total TV remotes and 1 remote for the surround sound system
- WIFI password acquired
- Extra Key fobs in event room men's restroom closet, these are for the current and future residents
- The bank key in the Kolter box opens all closet and utility doors.
- **Computer set up by Ken, printer set up on computer, login password created**
- **Joe's Rizzetta email and new clubhouse email all set up in Outlook for Joe**
- Brown stains along water line in pool cleaned
- All lights working in game room and patio area
- Jan Pro pressure washing completed
- Juniper Landscaping completed
- Jeff at Action Security have restricted Resident access to the Amenity Center Room
- Tier 1 Pest Control completed a one-time treatment of the Facility and its exterior entirely
- Cornerstone resurfaced ceiling in the middle entrance is completed and repainting
- Cornerstone repaired the concrete associated with the Dog park
- Cornerstone repaired the women's bathroom toilet issue awaiting specialty tile to come in
- Onsite replacing 4 Placards that have fallen due to Humidity throughout Eagle Pointe
- Cornerstone along with All Phase Doors came out to make adjustments to front main door
- Action Security came out to assess the front main door and will be removing the inside sensor

Events/Activities

- Grand opening accomplished
- Easter event scheduled for 4/1 at Summerwoods and 4/2 at Eagle Pointe
- Community trash pickup

Activity Resident Requests

- Gym, Pickle Ball/Tennis and Basketball Courts
- Golf Simulator
- Playground area space for Toddlers
- More pool furniture
- Playground Shader

Tab 1 ☐



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** August 3, 2023 @ 11:45am
- **FY 2020-2021 Audit Completion Deadline:** Completed
- **Next Election:** November 2024
- **Quarterly Website Compliance Audit:** Completed, 100% in compliance

District Manager's Report

May 4

2023

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FINANCIAL SUMMARY

3/31/2023

General Fund Cash & Investment
Balance:

\$237,263

Reserve Fund Cash, Capital Projects Fund & Investment
Balance:

\$3,569

Debt Service Fund Investment
Balance:

\$499,929

**Total Cash and Investment
Balances:**

\$740,761

General Fund Expense Variance: \$41,066 Under budget