

Easton Park Community Development District

Board of Supervisors' Meeting March 5, 2019

District Office: 9428 Camden Field Parkway Riverview, Florida 33578 813.533.2950

www.eastonparkcdd.org

EASTON PARK COMMUNITY DEVELOPMENT DISTRICTAGENDA

New Tampa Regional Library, located at 10001 Cross Creek Boulevard, Tampa, FL 33647.

Board of Supervisors Paul Meier Chairman

Arnold Sails

Lisa Murphy

Assistant Secretary

Stephanie Nieto Assistant Secretary

District Manager Christine Perkins Rizzetta & Company, Inc.

District Attorney Dan Molloy Molloy & James, P.A.

Interim Engineer Tonja Stewart Stantec 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.

EASTON PARK COMMUNITY DEVELOPMENT DISTRICT DISTRICT OFFICE • 9428 CAMDEN FIELD PARKWAY • RIVERVIEW, FL 33578 www.eastonparkcdd.org

Board of Supervisors
Easton Park Community
Development District

February 25, 2019

AGENDA

Dear Board Members:

The Regular meeting of the Board of Supervisors of the Easton Park Community Development District will be held on **Tuesday, March 5, 2019 at 4:30 p.m.** at the New Tampa Regional Library, located at 10001 Cross Creek Boulevard, Tampa, FL 33647. The following is the agenda for this meeting:

BOARD OF SUPERVISORS MEETING:

1. 2.	_	L TO ORDER/ROLL CALL IENCE COMMENTS ON AGENDA ITEMS
3.		INESS ADMINISTRATION
•	Α.	Consideration of the Minutes of the Board of Supervisors'
		Regular Meeting held on February 5, 2019Tab 1
	B.	Consideration of Operations & Maintenance
		Expenditures for January 2019Tab 2
4.	STA	FF REPORTS
	A.	District Engineer
	B.	District Counsel
		 Discussion of Parcels E & F Development Updates
	C.	Landscape & Irrigation Maintenance
		1. Presentation of February 2019 Field Inspection ReportTab 3
	D.	Aquatic Maintenance – Aquatic Systems
		Presentation of February 2019 Waterway ReportTab 4
	E.	District Manager
5.	BUS	INESS ITEMS
	A.	
		Consideration of Proposal for Website ADA
		Compliance ServicesTab 5
		2. Master Service Agreement for ADA Site ComplianceTab 6
6 .		ERVISOR REQUESTS
7.	ADJ	OURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 533-2950.

With Warm Regards,

Christine Perkins

Christine Perkins 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.

EASTON PARK COMMUNITY DEVELOPMENT DISTRICT

The Regular meeting of the Board of Supervisors of Easton Park Community Development District was held on **Wednesday**, **February 5**, **2019 at 4:52 p.m.** at the New Tampa Regional Library, located at 10001 Cross Creek Boulevard, Tampa, Florida, 33647.

Present and constituting a quorum:

Paul Meier	Board Supervisor, Chairman
Arnold Sails	Board Supervisor, Vice Chairman
Lisa Murphy	Board Supervisor, Assistant Secretary
Stephanie Nieto	Board Supervisor, Assistant Secretary

Also present were:

Christine Perkins	District Manager, Rizzetta & Company, Inc.
Scott Green	Field Services, Rizzetta & Company, Inc.
Morgan Melatti	Aquatic Systems
Patrick Brophy	Aquatic Systems
Dan Molloy	District Counsel, Molloy & James
Matt Matos	Yellowstone Landscape

FIRST ORDER OF BUSINESS

Call to Order

Ms. Perkins called the meeting to order and performed roll call.

SECOND ORDER OF BUSINESS

Audience Comments

There were no audience members present.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the Second Audit Committee Meeting held on January 2,

On a Motion by Ms. Murphy, seconded by Ms. Nieto, with all in favor, the Board of Supervisors approved the minutes of the Second Audit Committee meeting held on January 2, 2019 as presented for the Easton Park Community Development District.

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FOURTH ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors' Special Meeting held on **January 2, 2019**

On a Motion by Ms. Murphy, seconded by Mr. Meier, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' Special meeting held on January 2, 2019 as presented for the Easton Park Community Development District.

FIFTH ORDER OF BUSINESS

Consideration of Operations & Maintenance Expenditures for December 2018

On a Motion by Mr. Meier, seconded by Ms. Murphy, with all in favor, the Board of Supervisors approved the Operations & Maintenance Expenditures for December 2018 (\$33,071.34) for the Easton Park Community Development District.

SIXTH ORDER OF BUSINESS

Staff Reports

Α. **District Engineer**

1. Discussion of Parcels E & F Development Updates

> Mr. Malloy discussed several updates with the Board, outlining Krusen Douglas LLC's intention to not move the large dirt pile until the dirt was needed for the construction of the road, and thus the it could be a year or longer before progress is made.

> Mr. Malloy additionally discussed M/I Homes prospective purchase of Parcels E & F. The Board identified several items they would like M/I Homes to address in conjunction with the District agreeing to provide access across CDD land, including addressing: street paver replacements on Pictorial Park Drive, putting in additional lights within the Pictorial Park Drive entrance median, future coordination on operations and maintenance to maintain aesthetic consistency, as well as assessing street trees. The consensus of the Board was to cooperate and negotiate with M/I Homes for the mutual benefit of the community, as the District would have several areas of budget-relieving cost savings.

B. **District Counsel**

Mr. Molloy was directed to draft a letter outlining the desires of the District to M/I Homes, circulate the draft to the Board, and place it on the next agenda for full Board approval.

C. **Landscape & Irrigation Maintenance Update:**

- 1. Presentation of January 2019 Field Inspection Report
- Consideration of Landscape Enhancement Proposal 2.

Mr. Green presented the January 2019 Field Inspection Report to the Board, discussing ornamental grasses, maintenance of the lake/pond banks, and turf weeds. Mr. Matos provided an update that fertilizer/chemical applications would

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be conduced on February 14th, and the holly trees were recently trimmed. Mr. Meier inquired about his request to obtain a proposal from Yellowstone for berm remediation, to which Mr. Matos would follow-up. Discussion additionally ensued pertaining to the HOA's paying of invoices directly to Yellowstone in lieu of going through the District. Mr. Matos additionally presented the proposal for the next round of annuals.

On a Motion by Ms. Murphy, seconded by Mr. Sails, with all in favor, the Board of Supervisors approved the Yellowstone Winter Annuals Proposal in the amount of (\$4,296.90) for the Easton Park Community Development District.

D. Aquatic Maintenance – Aquatic Systems

1. Presentation of January 2019 Waterway Report

> Ms. Melatti presented the January 2019 Waterway Report to the Board, providing updates on several site treatments. Ms. Murphy inquired about the erosion between ponds #5-#6, to which Ms. Stewart would need to assess. Mr. Meier expressed concern over the appearance of dead plant material on site #9 and the timing of decomposition.

E. **District Manager**

Ms. Perkins communicated that the next regular meeting is scheduled for March 5, 2019, at 4:30 p.m. to be held at the New Tampa Regional Library.

SEVENTH ORDER OF BUSINESS

Discussion Regarding TECO Street Lighting

As M/I has tentatively agreed to install the lighting at the Pictorial Park entrance median, the District would not need to absorb this cost nor the cost of the street boring. Ms. Perkins communicated that TECO provided feedback that it would take at least six to eight months in order to obtain proper permits to commence the work, and thus the District should expect similar delays when M/I take on this project.

EIGHTH ORDER OF BUSINESS

Supervisor Requests

Mr. Sails inquired about the maintenance of the conservation area on the outbound side of Morris Bridge Road.

Ms. Murphy communicated that since Yellowstone has performed cutbacks around the median lighting, there was a light that was erroneously turned and thus is blinding motorists. Ms. Perkins would follow up with Mr. Matos to address. Ms. Murphy additionally inquired about the responsibility of the street trees, which fall under the HOA.

EASTON PARK COMMUNITY DEVELOPMENT DISTRICT February 5, 2019 Minutes of Meeting Page 4

11 12	NINTH ORDER OF BUSINESS	Adjournment
		Mr. Meier, with all in favor, the Board of Supervisors ne Easton Park Community Development District.
13 14		
45 46	Secretary / Assistant Secretary	Chairman / Vice Chairman



Tab 2

EASTON PARK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9428 CAMDEN FIELD PARKWAY · RIVERVIEW, FLORIDA 33578

Operation and Maintenance Expenditures January 2019 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2019 through January 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented:	\$35,532.84	
Approval of Expenditures:		
Chairperson		
Vice Chairperson Assistant Secretary		

Easton Park Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2019 Through January 31, 2019

Vendor Name	Check Number	er Invoice Number	Invoice Description	Invo	ice Amount
Aquatic Systems, Inc.	001317	0000431406	Monthly Lake & Wetland Services 1/19	\$	3,735.00
Arnold Sails	001311	AS010219	Board of Supervisors Meeting 01/02/19	\$	200.00
Lisa Murphy	001312	LM010219	Board of Supervisors Meeting 01/02/19	\$	200.00
Lisa Murphy	001309	LM080117	Board of Supervisors Meeting 08/01/17	\$	200.00
M.C. Building Services	001304	4306	Lighting Maintenance 12/18	\$	182.50
Molloy & James	001318	16850	General/Monthly Legal Services 10/18	\$	275.00
Molloy & James	001318	16869	General/Monthly Legal Services 11/18	\$	1,402.50
Molloy & James	001318	16888	General/Monthly Legal Services 12/18	\$	275.00
Paul Meier	001313	PM010219	Board of Supervisors Meeting 01/02/19	\$	200.00
Rizzetta & Company, Inc.	001305	INV0000037439	District Management Fees 01/19	\$	5,123.09
Rizzetta Technology Services,	001306	INV0000003995	Website Hosting Services 01/19	\$	100.00
LLC. Rust-Off Inc.	001307	19559	Rust Prevention Maintenance 12/18	\$	595.00
Rust-Off Inc.	001321	19927	Rust Prevention Maintenance 01/19	\$	595.00
Stantec Consulting Services Inc	001316	1457955	General Consulting 12/18	\$	160.00
Stephanie T Nieto	001314	SN010219	Board of Supervisors Meeting 01/02/19	\$	200.00
Tampa Electric Company	001322	TECO Summary	Summary Bill 12/18	\$	9,978.51
Times Publishing Company	001315	12/18 722076 12/18	Legal Advertising 12/18	\$	206.00
Yellowstone Landscape	001308	INV-0000240610	Monthly Landscape Maintenance - 12/18	\$	11,905.24

Report Total § 35,532.84

Aquatic Systems, Inc.

2100 NW 33rd Street Pompano Beach, FL 33069 954-977-7736

INVOICE







1/1/2019

0000431406

0068091

BILLTO

Easton Park CDD C/O Rizzetta & Company 9428 Camden Field Parkway Riverview FL 33578

SHIP TO:

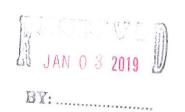
Easton Park CDD C/O Rizzetta & Company 9428 Camden Field Parkway Riverview FL 33578

PO NUN	MBER TERMS NET 30	SALES PER	RSON
QUAN	DESCRIPTION	PRICE EACH	AMOUNT
1.00	Monthly Lake and Wetland Services - January	3,735.00	3,735.0
	معم سمع من روان شار کنی شکت به معالی ۱۹۹۸ معم سمع من روان شار کنی شکت به معالی ۱۹۹۸ میکند به معالی ۱۹۹۸ میکند به معالی ۱۹۹۸ میکند به معالی ۱۹۹۸ میکند به		
	RECEIVED		
	Date Rec'd Rizzetta & Co., Inc. DEC 7 8 2018		
	D/M approval Date 1/11/19		
	Date entered JAN 0 8 2019		
	Fund 001 GL53800 OC 4605		
	Check #		

TOTAL

\$3,735.00

EASTON PARK CDD SUPERVISOR PAY REQUEST



Meeting Date: January 2, 2019

Name of Board Supervisor	Check if present	Check if paid
Arnold Sails	X	X
Paul Meier	Χ	X
Lisa Murphy	Χ	X
Stephanie Nieto	Χ	X

EXTENDED MEETING TIMECARD

Meeting Start Time:	4:57 PM	
Meeting End Time:	6:17 PM	
Total Meeting Time:	1 Hour 20 Minutes	

Time Over	() Hours:	N/A	
			_

Total at \$175 per Hour: N/A

DM Signature: Christins Perkins

(Mapprova)_C	JAN 0 3 2019
	51100 OC 1107
norv "	

EASTON PARK CDD SUPERVISOR PAY REQUEST

Meeting Date: August 1, 2017

	Check if	Check if
Name of Board Supervisor	present	paid
Arnold Sails	✓.	×
Paul Meier	✓.	Х
Christine Morrell	√ .	X
Lisa Murphy	V	Х

EXTENDED MEETING TIMECARD

Meeting Start Time: Meeting End Time: Total Meeting Time:	
Time Over () Hours:	
Total at \$175 per Hour:	
Bill Client for above? Accumulate for future billing?	yes yes

DM Signature: Quisting Perrins

RECEVED

Date Rec'd Rizze	etta & Co., Inc. <u>AUG 0 2 201</u>
D/M approval	CP Date 8/4/17
Date entered	CP Date 8/4/17 AUG 0 3 2017
DUILO OTTOTO	GL <u>S1100_0C_110 (</u>
	1L <u>91100</u> 00
Check #	

M.C. Building Services LLC

917 W. Virginia Ave Tampa, FL 33603 8132440238 mlcermeno@gmail.com

INVOICE

BILL TO

Easton Park
Easton Park CDD
9428 Camden Field Parkway
Riverview, FL 33578

	BALANCE DI	UE		\$182.50	
12/17/2018	16 Electrical & Lighting:16 Electrical & Lighting 11/13/18: Adjusted time clocks, replaced GFCI receptacle in center island	1	182.50	182.50	
DATE	ACTIVITY	QTY	RATE	AMOUNT	

RECEIVED

Date Rec'd Rizzetta & Co., Inc. DEC 1 7 2018

D/M approval Dec 2 9 2018

Fund CO GL 53800 OC 4(00)

Check #

Molloy & James

325 S. Boulevard Tampa, Florida 33606

Ph:813 - 254-7157



BY:

Easton Park CDD 5844 Old Pasco Rd. Suite 100 Wesley Chapel, FL 33544

Inv #:

November 30, 2018

16850

Attention:

Re: **Easton Park CDD**

DATE DESCRIPTION **HOURS AMOUNT** Oct-30-18 Zoning research. 1.00 275.00 **Totals** \$275.00 1.00 **Total Fee & Disbursements** \$275.00

> **Balance Now Due** \$275.00

TAX ID Number 59-2866686

> all not a meetica a vo., mo. non! 4

Molloy & James

325 S. Boulevard Tampa, Florida 33606

Ph:813 - 254-7157

Easton Park CDD 5844 Old Pasco Rd. Suite 100 Wesley Chapel, FL 33544



December 26, 2018

16869

\$1,677.50

Inv #:

Attention:

Re:

Easton Park CDD

DATE	DESCRIPTION	HOURS	AMOUNT
Nov-05-18	Research of plat and deeds.	2.00	550.00
Nov-06-18	Attend BOS meeting to give report on status of landscaping parcels and adjacent development.	1.50	412.50
Nov-26-18	Review of site plans for parcels.	0.60	165.00
Nov-27-18	Review of engineer's letter.	0.50	137.50
Nov-29-18	Review engineer's report.	0.50	137.50
	Totals	5.10	\$1,402.50
	Total Fee & Disbursements Previous Balance		\$1,402.50 275.00

TAX ID Number

59-2866686

Balance Now Due

Mapproval P Date 1/29/19

Ite enteren JAN 2 4 2019

Inc Ol GL 51 400 oc 3/07

u Ino

Molloy & James

325 S. Boulevard Tampa, Florida 33606

Ph:813 - 254-7157

Easton Park CDD 5844 Old Pasco Rd. Suite 100 Wesley Chapel, FL 33544



January 15, 2019

Attention:

Re:

Easton Park CDD

Inv #:

16888

DATE	DESCRIPTION	HOURS	AMOUNT
Dec-04-18	Review documents for MI request.	1.00	275.00
	Totals	1.00	\$275.00
	Total Fee & Disbursements Previous Balance		\$ 275.00

Balance Now Due

\$1,952.50

1,677.50

TAX ID Number

59-2866686

(Mapprova) __CP Date 1/29/19 JAN 2 4 2019 ate entered ____ nont 4

Rizzetta & Company, Inc. 3434 Colwell Avenue

Suite 200

Tampa FL 33614

Invoice

Date	Invoice #
1/1/2019	INV0000037439

Bill To:

EASTON PARK CDD 3434 Colwell Avenue, Suite 200 Tampa FL 33614

Services for the month of	Terms		ient Number
 January	Upon Red	ceipt 00	0275
2018 ★	1.00 1.00 1.00 1.00 1.00	\$2,208.92 \$393.75 \$1,478.75 \$416.67 \$625.00	## \$2,208.9 ## \$393.7 ## \$1,478.7 ## \$416.6 ## \$625.0
	Subtotal		\$5,123.0
	Total		\$5,123.09

Rizzetta Technology Services 3434 Colwell Avenue

Suite 200

Tampa FL 33614

Invoice

Date	Invoice #
1/1/2019	INV000003995

Bill To:

EASTON PARK CDD 3434 Colwell Avenue, Suite 200 Tampa FL 33614

	Services for the month of	Terms		ent Number
	January			275
Date Rec'd Rizzetta & Co., Inc.	2018 C 5/03	Qty 0 1	\$15.00 \$100.00	\$0.0 \$100.0
		Subtotal		\$100.00
		Total		\$100.00

RUST- OFF, LLC PO Box 470730 Lake Monroe, FL 32747

Phone #

800-992-3111

E-mail

Bill To

therustoff@bellsouth.net

Date	Invoice #	
12/15/2018	19559	

Invoice

Terms

RIZZETTA & COMPANY, INC	
9428 CAMDEN FIELD PARKWAY	
RIVERVIEW FL 33578	

Ship To

EASTON PARK CDD

MORRIS BRIDGE ROAD

NEW TAMPA, FL

P.O. No.

Balance Due

\$595.00

Item Description Quantity Rate Amount RX RX 10- CHEMICAL FOR RUST PREVENTION 595.00 595.00 INCLUDING MONTHLY MAINTENANCE (DATE OF SERVICE) LAST INVOICE DATE TO CURRENT INVOICE DATE) Date Rec'd Rizzetta & Co., Inc. DEC 1 3 2013 D/M approval C/P Date entered DEC 2 9 2018 Fund 001 GL 53900 OC 4618 Check# Subtotal \$595.00 Sales Tax (7.**♦**%) \$0.00 \$0.00 Payments/Credits AN INCREASE IN WATERING SCHEDULE WILL RESULT IN ADDITIONAL CHARGES.

RUST- OFF, LLC PO Box 470730 Lake Monroe, FL 32747

Phone #

800-992-3111

E-mail

therustoff@bellsouth.net

Date	Invoice #
1/15/2019	19927

Invoice

Bill To	Ship To
EASTON PARK CDD RIZZETTA & COMPANY, INC 9428 CAMDEN FIELD PARKWAY RIVERVIEW FL 33578	EASTON PARK CDD MORRIS BRIDGE ROAD NEW TAMPA, FL
	P.O. No.

Item	Description	Quantity	Rate	Am	ount
X	RX 10- CHEMICAL FOR RUST PREVENTION INCLUDING MONTHLY MAINTENANCE (DATE OF SERVICE) LAST INVOICE DATE TO CURRENT INVOICE DATE) Date Rec'd Rizzetta & Co., Inc. D/M approval Date entered JAN 2 4 2019 Fund OUT GL 5390000 L 6/8 Check#		1 595	5.00	595.00
			Subtotal		\$595.00
			Sales Tax	(7.0%)	\$0.00
			Payments/	Credits	\$0.00

N INCREASE IN WATERING SCHEDULE WILL RESULT IN ADDITIONAL CHARGES.

Balance Due

\$595.00



Invoice Number
Invoice Date
Purchase Order
Customer Number
Project Number

1457955 January 11, 2019 215613144 136819 215613144

Bill To

Easton Park CDD
Accounts Payable
c/o Rizzetta & Company
9428 Camden Field Parkway
Riverview FL 33578
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI) 13980 Collections Center Drive Chicago IL 60693 United States

Project Easton Park CDD

Project Manager

Current Invoice Total (USD)

Stewart, Tonja L 160.00 For Period Ending

December 28, 2018

Prepare for and attend December CDD meeting via conference call

Top Task

219

2019 FY General Consulting

Professional Services

Category/Employee

Stewart, Tonja L

Subtotal Professional Services

Current
Hours
Rate
Amount
1.00
160.00
160.00

Top Task Subtotal

2019 FY General Consulting

160.00

Total Fees & Disbursements INVOICE TOTAL (USD)

160.00

Due upon receipt or in accordance with terms of the contract

Date Rec'd Rizz	etta & Co.,	Inc
D/M approval_	CP	Date_1/18/19
Date entered	JAN 1	7 2019 い OC アルフ
Fund JOI	GL 5130	00 3103
Check#		

TECO

for Easton Park CDD

Invoice # Summary Electric 12/18

Account #	Inv Date	No. 20, 40, 40, 40, 40, 41	Due Date	Service Address	Object Code
211001815243	1/15/2019	\$119.94	2/5/2019	10989 Breaking Rocks Dr Irr	4314
211001815433	1/15/2019	\$10.47	2/5/2019	10898 Pictoral Park Dr Irr	4314
211001815649	1/15/2019	\$4,583.00	2/5/2019	Morris Bridge Phase I	4307
211001815920	1/15/2019	\$91.09	2/5/2019	10999 Pictoral Park Dr Irr	4314
211001816464	1/15/2019	\$85.94	1/3/2018	11098 Pictoral Park Dr Irr	4314
211001816720	1/15/2019	\$2,431.63	1/3/2018	Easton Park Blvd LTS	4307
211001816928	1/15/2019	\$1,176.42	1/3/2018	Easton Park Phase 3	4307
211001817124	1/15/2019	\$1,023.74	1/3/2018	Morris Bridge Rd Phase 2	4307
211001817561	1/15/2019	\$44.44	1/3/2018	10900 Pictorial Park Dr	4310
211001817355	1/15/2019	\$411.84	1/3/2018	10623 Pictorial Park Dr Pmp	4309
Total		\$9,978.51			
GL CODE	Object Codes	Amount			
53100	4314	\$307.44	Irrigation Wells		
53100	4307	\$9,214.79	Street Lights		
53100	4309	\$411.84	Fountain/Landso	ape Lighting	
53100	4310		Roundabout	and the state of t	
	Grand Total	\$9,978.51	And the second of the second o		

Date Received:	JAN 2 3 2019
DM Approval:	CP 1/29/19
Date Entered:	JAN 2 4 2019



ACCOUNT INVOICE

tampaelectric.com



Statement Date: 01/15/2019 Account: 211001815243

Current month's charges: \$137.94
Total amount due: \$119.94
Payment Due By: 02/05/2019

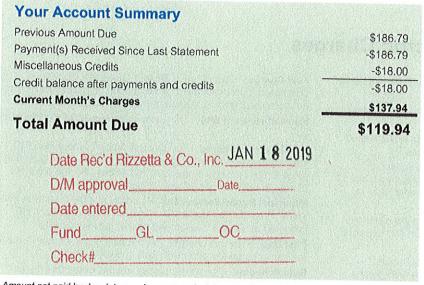
Report a streetlight

It's easy to request a streetlight

or area light repair at



EASTON PARK CDD 10989 BREAKING ROCKS DR IRR TAMPA, FL 33647-0000



tampaelectric.com/reportlight.

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



Go paperless for perks!

Goodbye clutter. Hello convenience. Paperless Billing is free, secure and a good way to help the environment.

Learn more and sign up > tecosupport.com/paperlessbilling

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.





See reverse side for more information

Account: 211001815243

Current month's charges: \$137.94
Total amount due: \$119.94
Payment Due By: 02/05/2019
Amount Enclosed \$

610642363931

EASTON PARK CDD 9428 CAMDEN FIELD PKWY RIVERVIEW, FL 33578-0519

MAIL PAYMENT TO: TECO P.O. BOX 31318 TAMPA, FL 33631-3318



Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County) 863-299-0800 (Polk County) 888-223-0800 (All other counties)

Commercial Customer Care 866-832-6249

tampaelectric.com

Hearing Impaired/TTY

Power Outages Toll-Free 877-588-1010

Energy-Saving Programs 813-275-3909

Mail Payments to

TECO P.O. Box 31318 Tampa, FL 33631-3318

All Other Correspondence Tampa Electric P.O. Box 111 Tampa, FL 33601-0111

Understanding Your Electric Charges

Average kWh per day - The average amount of electricity purchased

Basic Service Charge - A fixed monthly amount to cover the cost of providing service to your location.

Bright Choicessm - The number of light fixtures and/or poles leased from Tampa Electric, and associated fees and charges.

Budget Billing - Optional plan takes the highs and lows out of monthly electric bills. This "leveling" billing plan averages your last 12 monthly billing periods so you can pay about the same amount for your service each month.

Energy Charge - The cost (except fuel) of producing the electricity you purchased, including conservation, environmental and capacity cost recovery charges.

Estimated - If Tampa Electric was unable to read your meter, "ESTIMATED" will appear. Your electric use has been estimated based on previous usage. The meter is scheduled to be read next month, and any difference between the estimate and actual use will be adjusted accordingly.

Florida Gross Receipts Tax - A lax is imposed on gross receipts from utility services that are delivered to retail customers in Florida, in accordance with Chapter 203 of the Florida Statutes. The tax is levied on utility companies, which collect the tax from all customers, unless exempt, and remit to the state.

Florida State Tax - A privilege tax imposed on every person who engages in the business of selling or renting tangible personal property at retail in the state, in accordance with Chapter 212 of the Florida Statutes.

Franchise Fee A fee levied by a municipality for the right to utilize public property for the purpose of providing electric service. Like taxes, the fee is collected by Tampa Electric and is paid to the municipality.

For more information about your bill, please visit tampaelectric.com.

Fuel Charge - Cost of fuel used to produce electricity you purchased. Fuel costs are passed through from fuel suppliers to our customers with no markup or profit to Tampa Electric.

Kilowatt-Hours (kWh) - The basic measurement of electric energy

Late Payment Charge - For past due amounts more than \$10, the late payment charge is the greater of \$5 or 1.5% of the past due amount. For past due amounts of \$10 or less, the late payment charge is 1.5% of the past due amount.

Municipal Public Service Tax - In addition to the Franchise Fee, many municipalities levy a tax on the electricity you use. It is collected by Tampa Electric and paid to the municipality.

Past Due - Previous charges that are past due are subject to a late payment charge fee and may result in disconnection.

Rate Schedule - The amount (rate) you pay depends on your customer category. The cost of providing service varies with the customer group.

Renewable Energysm - The amount of electricity purchased from renewable sources

Share - A program co-sponsored by Tampa Electric and the Salvation Army where customers can help pay the energy bills of customers in need. A one-time contribution can be made, or your monthly elected contribution will appear on your bill. Your contribution is tax deductible and is matched by Tampa Electric.

Total Amount Due - This month's charges will be past due after the date shown. THIS DATE DOES NOT EXTEND THE DATE ON ANY PREVIOUS BALANCE. It is important that you pay your bill before this date in order to avoid interruption of service.

Zap Cap Systems - Surge protection for your home or business sold separately as a non-energy charge.

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Please note: If you choose to pay your bill at a location not listed on our website or provided by Tampa Electric, you are paying someone who is not authorized to act as a payment agent of Tampa Electric. You bear the risk that this unauthorized party will relay the payment to Tampa Electric and do so in a timely fashion. Tampa Electric is not responsible for payments made to unauthorized agents, including their failure to deliver or timely deliver the payment to us. Such failures may result in late payment charges to your account or service





ACCOUNT INVOICE

tampaelectric.com

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Account: Statement Date: 211001815243

Current month's charges due 02/05/2019

01/15/2019



Details of Charges - Service from 12/12/2018 to 01/09/2019

Service for: 10989 BREAKING ROCKS DR IRR, TAMPA, FL 33647-0000

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	Previous =	Total Used	Multiplier Billing Period
B51368	01/09/2019	57,275	56,037	1,238 kWh	1 29 Days
					Tampa Electric Usage History
Basic Service	ce Charge			\$18.14	Kilowatt-Hours Per Day
Energy Cha	rge	1,238 kV	Wh @ \$0.06011/kWh	\$74.42	(Average)
Fuel Charge		1,238 kV	Wh @ \$0.02719/kWh	\$33.66	JAN 2019 43
Florida Gros	ss Receipt Tax			\$3.24	DEC NOV
Electric Ser	rvice Cost			\$129.46	OCT 49 SEP 45
Franchise F	ee			\$8.48	AUG
Total Electr	ic Cost, Local Fees an	d Taxes		\$	137.94 JUN 66 MAY 53
Total Cu	rrent Month's Cl	harges		\$1:	37.94 APR 68 68 FEB 45
				-	JAN 2018
Miscolls	neous Credits				
WIISCEIIC	illeous Credits				
Interest f	or Cash Security Depos	it - Electric		-	\$18.00
Total Cu	rrent Month's Cred	dits	-	-\$	18.00

Important Messages

Annual Deposit Interest Credit

This billing statement reflects your annual credit of deposit interest. Thank you for being a valued customer. We appreciate the opportunity to serve you.

Important information about your deposit interest

Per the Florida Public Service Commission(FPSC) tariff requirements, Tampa Electric pays interest annually on any customer cash deposit. As such, customers with a cash deposit on record is more than six months old (per the FPSC) receives a deposit interest credit on this bill.





ACCOUNT INVOICE

tampaelectric.com

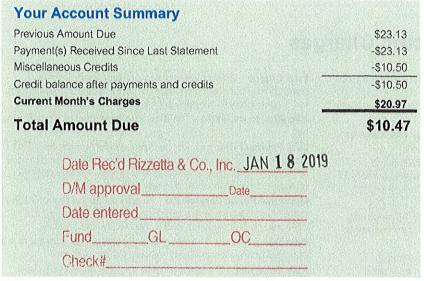
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Statement Date: 01/15/2019 Account: 211001815433

Current month's charges: \$20.97
Total amount due: \$10.47
Payment Due By: 02/05/2019



EASTON PARK CDD



Report a streetlight

It's easy to request a streetlight or area light repair at

tampaelectric.com/reportlight.



Amount not paid by due date may be assessed a late payment charge and an additional deposit.



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Learn more and sign up > tecosupport.com/paperlessbilling

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.





See reverse side for more information

Account: 211001815433

Current month's charges:	\$20.97
Total amount due:	\$10.47
Payment Due By:	02/05/2019
Amount Enclosed \$	

610642363932

EASTON PARK CDD 9428 CAMDEN FIELD PKWY RIVERVIEW, FL 33578-0519 MAIL PAYMENT TO: TECO P.O. BOX 31318 TAMPA, FL 33631-3318



tampaelectric.com

Contact Information

Residential Customer Care 813-223-0800 (Hillsborough County) 863-299-0800 (Polk County)

888-223-0800 (All other counties)

Commercial Customer Care 866-832-6249

Hearing Impaired/TTY 711

Power Outages Toll-Free 877-588-1010

Energy-Saving Programs 813-275-3909 Mail Payments to TECO

P.O. Box 31318 Tampa, FL 33631-3318

All Other Correspondence Tampa Electric P.O. Box 111 Tampa, FL 33601-0111

Understanding Your Electric Charges

Average kWh per day - The average amount of electricity purchased per day.

Basic Service Charge A fixed monthly amount to cover the cost of providing service to your location.

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Estimated – If Tampa Electric was unable to read your meter, "ESTIMATED" will appear. Your electric use has been estimated based on previous usage. The meter is scheduled to be read next month, and any difference between the estimate and actual use will be adjusted accordingly.

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00000013-0000286-Page 27 of 44

tampaelectric.com

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Account: Statement Date: **211001815433** 01/15/2019

Current month's charges due 02/05/2019

Details of Charges – Service from 12/12/2018 to 01/09/2019

Service for: 10898 PICTORAL PARK DR IRR, TAMPA, FL 33647-0000

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	•	Previous Reading	=	Total Used	Multiplier Billing Period
B46234	01/09/2019	58,435		58,423		12 kWh	1 29 Days
							Tampa Electric Usage History
Electric Ser Franchise Fe Total Electr	ge s Receipt Tax vice Cost			@ \$0.06011/kW @ \$0.02719/kW		\$18.14 \$0.72 \$0.33 \$0.49 \$19.68 \$1.29 \$20	MAY 3
Miscella	neous Credits						
Interest fo	or Cash Security Deposi	it - Electric				-\$10	.50
Total Cui	rrent Month's Cred	lits				-\$10.	50

Important Messages

Annual Deposit Interest Credit

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ACCOUNT INVOICE

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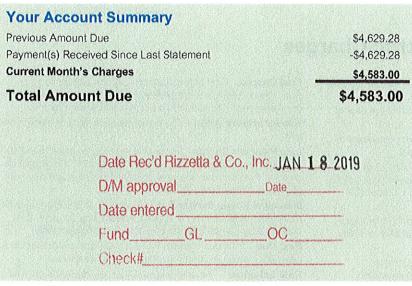
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Statement Date: 01/15/2019 Account: 211001815649

Current month's charges: \$4,583.00
Total amount due: \$4,583.00
Payment Due By: 02/05/2019



EASTON PARK CDD MORRIS BRIDGE PHASE 1 TAMPA, FL 33647-0000



Report a streetlight

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See reverse side for more information

Account: 211001815649

Current month's charges: \$4,583.00
Total amount due: \$4,583.00
Payment Due By: 02/05/2019
Amount Enclosed \$

610642363933

EASTON PARK CDD 9428 CAMDEN FIELD PKWY RIVERVIEW, FL 33578-0519 MAIL PAYMENT TO: TECO P.O. BOX 31318 TAMPA, FL 33631-3318



tampaelectric.com

Contact Information

Residential Customer Care 813-223-0800 (Hillsborough County)

863-299-0800 (Polk County) 888-223-0800 (All other counties)

Commercial Customer Care 866-832-6249

Hearing Impaired/TTY

Power Outages Toll-Free 877-588-1010

Energy-Saving Programs 813-275-3909 Mail Payments to TECO P.O. Box 31318 Tampa, FL 33631-3318

All Other Correspondence Tampa Electric P.O. Box 111 Tampa, FL 33601-0111

Understanding Your Electric Charges

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000000013-0000292-Page 39 of 44

TAMPA ELECTRIC AN EMERA COMPANY

ACCOUNT INVOICE

tampaelectric.com

Account: Statement Date: 211001815649 01/15/2019

Current month's charges due 02/05/2019

Details of Charges - Service from 12/08/2018 to 01/09/2019

Service for: MORRIS BRIDGE PHASE 1, TAMPA, FL 33647-0000 Rate Schedule: Lighting Service

Lighting Service Items LS-1 (Bright Choices) for 33 days

Lighting Energy Charge 6045 kWh @ \$0.02930/kWh \$177.12 Fixture & Maintenance Charge 152 Fixtures \$1700.13 Lighting Pole / Wire 152 Poles \$2252.64 Lighting Fuel Charge 6045 kWh @ \$0.02691/kWh \$162.67 Florida Gross Receipt Tax \$8.71 Franchise Fee \$281.73

Lighting Charges \$4,583.00

Total Current Month's Charges \$4,583.00

Important Messages

Important information about your deposit interest

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tampaelectric.com



\$91.09

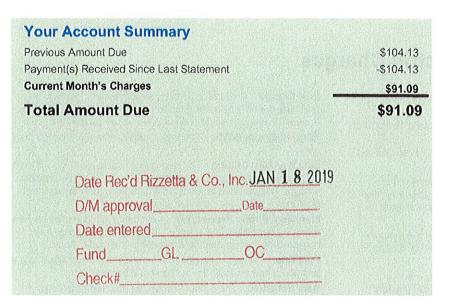
\$91.09

Statement Date: 01/15/2019 Account: 211001815920

Current month's charges: Total amount due: Payment Due By: 02/05/2019



EASTON PARK CDD



Report a streetlight

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See reverse side for more information

Account: 211001815920

Current month's charges: \$91.09 Total amount due: \$91.09 Payment Due By: 02/05/2019 **Amount Enclosed**

610642363934

EASTON PARK CDD 9428 CAMDEN FIELD PKWY RIVERVIEW, FL 33578-0519



Contact Information

Residential Customer Care 813-223-0800 (Hillsborough County) 863-299-0800 (Polk County) 888-223-0800 (All other counties)

Commercial Customer Care 866-832-6249

Hearing Impaired/TTY

Power Outages Toll-Free 877-588-1010

Energy-Saving Programs 813-275-3909

Mail Payments to TECO P.O. Box 31318 Tampa, FL 33631-3318

All Other Correspondence Tampa Electric P.O. Box 111 Tampa, FL 33601-0111

Understanding Your Electric Charges

Average kWh per day - The average amount of electricity purchased per day.

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tampaelectric.com



Account: Statement Date: **211001815920** 01/15/2019

Current month's charges due 02/05/2019



Details of Charges - Service from 12/12/2018 to 01/09/2019

Service for: 10999 PICTORAL PARK DR IRR, TAMPA, FL 33647-0000

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	Previous =	Total Used	Multiplier Billing Period
B26137	01/09/2019	50,454	49,707	747 kWh	1 29 Days
					Tampa Electric Usage History
Basic Service	ce Charge			\$18.14	Kilowatt-Hours Per Day
Energy Cha	rge	747 kV	Vh @ \$0.06011/kWh	\$44.90	(Average)
Fuel Charge		747 kV	Vh @ \$0.02719/kWh	\$20.31	JAN 2019
Florida Gros	ss Receipt Tax			\$2.14	DEC 23
Electric Ser	vice Cost			\$85.49	OCT 7
Franchise Fe	ee			\$5.60	AUG ****** 7
Total Electr	ic Cost, Local Fees and	d Taxes		\$9	91.09 JUN 7
Total Current Month's Charges				\$91	7 APR 7 7
				-	JAN 2018

Important Messages

Important information about your deposit interest

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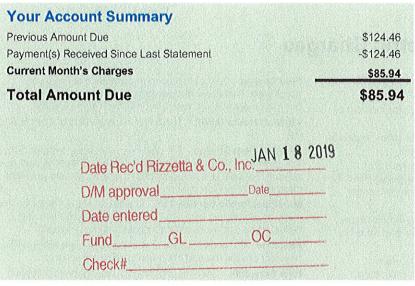
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Statement Date: 01/15/2019 Account: 211001816464

Current month's charges: \$85.94
Total amount due: \$85.94
Payment Due By: 02/05/2019



EASTON PARK CDD 11098 PICTORAL PARK DR IRR TAMPA, FL 33647-0000



Report a streetlight

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See reverse side for more information

Account: 211001816464

Current month's charges:	\$85.94
Total amount due:	\$85.94
Payment Due By:	02/05/2019
Amount Enclosed \$	

610642363935

EASTON PARK CDD 9428 CAMDEN FIELD PKWY RIVERVIEW, FL 33578-0519



Contact Information

Residential Customer Care 813-223-0800 (Hillsborough County)

863-299-0800 (Polk County) 888-223-0800 (All other counties)

Commercial Customer Care

866-832-6249

Hearing Impaired/TTY 711

Power Outages Toll-Free 877-588-1010

Energy-Saving Programs 813-275-3909 Mail Payments to

TECO P.O. Box 31318 Tampa, FL 33631-3318

All Other Correspondence Tampa Electric P.O. Box 111 Tampa, FL 33601-0111

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Share – A program co-sponsored by Tampa Electric and the Salvation Army where customers can help pay the energy bills of customers in need. A one-time contribution can be made, or your monthly elected contribution will appear on your bill. Your contribution is tax deductible and is matched by Tampa Electric.

Total Amount Due - This month's charges will be past due after the date shown. THIS DATE DOES NOT EXTEND THE DATE ON ANY PREVIOUS BALANCE. It is important that you pay your bill before this date in order to avoid interruption of service.

Zap Cap Systems⁹ - Surge protection for your home or business sold separately as a non-energy charge.

Your payment options are:

- · Schedule free one-time or recurring payments at tampaelectric.com using a checking or savings account.
- Mail your payment in the enclosed envelope. Please allow sufficient time for delivery.
- Pay in person at a local authorized payment agent. For a listing of authorized payment agents, visit tampaelectric.com or call Customer Care at the number listed above.
- Pay by credit or debit card using KUBRA EZ-PAY at tampaelectric.com or call 866-689-6469.
 (A convenience fee will be charged to your bank account or credit card.)

When making your payment, please have your bill or account number available.





tampaelectric.com



Account: Statement Date: **211001816464** 01/15/2019

Current month's charges due 02/05/2019



Details of Charges - Service from 12/12/2018 to 01/09/2019

Service for: 11098 PICTORAL PARK DR IRR, TAMPA, FL 33647-0000

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	Previous Reading	-	Total Used	Multiplier	Billing Period
D03491	01/09/2019	37,471	36,778		693 kWh	Multiplier 1	29 Days
500101	0170072010	01,711	00,110		odo kivii		20 Days
						Tampa Electric	Usage History
Basic Service	ce Charge			\$18.	14		urs Per Day
Energy Cha	irge	693 k'	Wh @ \$0.06011/kWh	\$41.	66	(Average)	
Fuel Charge	9	693 k¹	Wh @ \$0.02719/kWh	\$18.	84	JAN 2019	■ 24
Florida Gros	ss Receipt Tax			\$2.	02	NOV	29 23
Electric Se	rvice Cost			\$80.	66	OCT SEP	23
Franchise F	ee			\$5.	28	AUG	37
Total Elect	ric Cost, Local Fees ar	nd Taxes			\$85.94	JUL JUN MAY	48
Total Current Month's Charges					\$85.94	APR MAR FEB	30
						JAN PARKET SANS	35 and 1

Important Messages

Important information about your deposit interest

Per the Florida Public Service Commission(FPSC) tariff requirements, Tampa Electric pays interest annually on any customer cash deposit. As such, customers with a cash deposit on record is more than six months old (per the FPSC) receives a deposit interest credit on this bill.





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Statement Date: 01/15/2019 Account: 211001816720

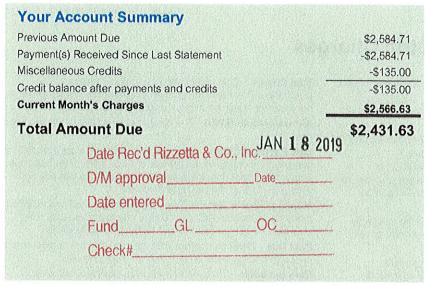
Total amount due:

Payment Due By:

Current month's charges: \$2,566.63 \$2,431.63 02/05/2019



EASTON PARK CDD EASTON PARK BL LTS TAMPA, FL 33647-0000



Report a streetlight

It's easy to request a streetlight or area light repair at

tampaelectric.com/reportlight.



Amount not paid by due date may be assessed a late payment charge and an additional deposit.



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Learn more and sign up > tecosupport.com/paperlessbilling

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.





See reverse side for more information

Account: 211001816720

Current month's charges: \$2,566.63 Total amount due: \$2,431.63 Payment Due By: 02/05/2019 **Amount Enclosed**

610642363936

EASTON PARK CDD 9428 CAMDEN FIELD PKWY RIVERVIEW, FL 33578-0519



Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County) 863-299-0800 (Polk County) 888-223-0800 (All other counties)

Commercial Customer Care 866-832-6249

Hearing Impaired/TTY

Power Outages Toll-Free 877-588-1010

Energy-Saving Programs 813-275-3909

Mail Payments to

TECO P.O. Box 31318 Tampa, FL 33631-3318

All Other Correspondence Tampa Electric P.O. Box 111 Tampa, FL 33601-0111

Understanding Your Electric Charges

Average kWh per day—The average amount of electricity purchased per day.

Basic Service Charge - A fixed monthly amount to cover the cost of providing service to your location.

Bright Choicess—The number of light fixtures and/or poles leased from Tampa Electric, and associated fees and charges.

Budget Billing – Optional plan takes the highs and lows out of monthly electric bills. This "leveling" billing plan averages your last 12 monthly billing periods so you can pay about the same amount for your service each month.

Energy Charge – The cost (except fuel) of producing the electricity you purchased, including conservation, environmental and capacity cost recovery charges.

Estimated - If Tampa Electric was unable to read your meter, "ESTIMATED" will appear. Your electric use has been estimated based on previous usage. The meter is scheduled to be read next month, and any difference between the estimate and actual use will be adjusted accordingly.

Florida Gross Receipts Tax - A tax is imposed on gross receipts from utility services that are delivered to retail customers in Florida, in accordance with Chapter 203 of the Florida Statutes. The tax is levied on utility companies, which collect the tax from all customers, unless exempt, and remit to the state.

Florida State Tax - A privilege tax imposed on every person who engages in the business of selling or renting tangible personal properly at retail in the state, in accordance with Chapter 212 of the Florida Statutes.

Franchise Fee A fee levied by a municipality for the right to utilize public property for the purpose of providing electric service. Like taxes, the fee is collected by Tampa Electric and is paid to the municipality.

For more information about your bill, please visit tampaelectric.com.

Fuel Charge – Cost of fuel used to produce electricity you purchased. Fuel costs are passed through from fuel suppliers to our customers with no markup or profit to Tampa Electric.

Kilowatt-Hours (kWh) - The basic measurement of electric energy use.

Late Payment Charge – For past due amounts more than \$10, the late payment charge is the greater of \$5 or 1.5% of the past due amount. For past due amounts of \$10 or less, the late payment charge is 1.5% of the past due amount.

Municipal Public Service Tax - In addition to the Franchise Fee, many municipalities levy a tax on the electricity you use. It is collected by Tampa Electric and paid to the municipality.

Past Due – Previous charges that are past due are subject to a late payment charge fee and may result in disconnection.

Rate Schedule – The amount (rate) you pay depends on your customer category. The cost of providing service varies with the customer group.

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Account: Statement Date:

211001816720 01/15/2019

Current month's charges due 02/05/2019



00000013-0000282-Page 19 of 44

Details of Charges - Service from 12/08/2018 to 01/09/2019

Service for: EASTON PARK BL LTS, TAMPA, FL 33647-0000 Rate Schedule: Lighting Service

Lighting Service Items LS-1 (Bright Choices) for 33 da	Lighting	Service Items	LS-1 (E	Bright (Choices)	for 33	days
--	----------	---------------	---------	----------	----------	--------	------

Lighting Energy Charge	2864 kWh @ \$0.02930/kWh	\$83.92
Fixture & Maintenance Charge	76 Fixtures	\$1106.48
Lighting Pole / Wire	76 Poles	\$1126.32
Lighting Fuel Charge	2864 kWh @ \$0.02691/kWh	\$77.07
Florida Gross Receipt Tax		\$4.13
Franchise Fee		\$157.06
Municipal Public Service Tax		\$11.65

Lighting Charges \$2,566.63

Total Current Month's Charges \$2,566.63

Miscellaneous Credits

Interest for Cash Security Deposit - Electric -\$135.00

Total Current Month's Credits -\$135.00

Important Messages

Annual Deposit Interest Credit

This billing statement reflects your annual credit of deposit interest. Thank you for being a valued customer. We appreciate the opportunity to serve you.

Important information about your deposit interest

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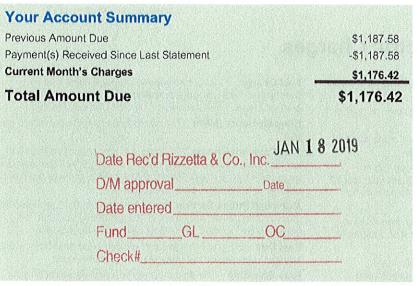
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Statement Date: 01/15/2019 Account: 211001816928

Current month's charges: \$1,176.42
Total amount due: \$1,176.42
Payment Due By: 02/05/2019



EASTON PARK CDD EASTON PARK PH3 LTS TAMPA, FL 33647-0000



Report a streetlight

It's easy to request a streetlight or area light repair at tampaelectric.com/reportlight.



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To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.





See reverse side for more information

Account: 211001816928

Current month's charges:	\$1,176.42
Total amount due:	\$1,176.42
Payment Due By:	02/05/2019
Amount Enclosed \$	

610642363937

EASTON PARK CDD 9428 CAMDEN FIELD PKWY RIVERVIEW, FL 33578-0519



Contact Information

Residential Customer Care 813-223-0800 (Hillsborough Counly) 863-299-0800 (Polk Counly) 888-223-0800 (All other counties)

Commercial Customer Care 866-832-6249

Hearing Impaired/TTY 711

Power Outages Toll-Free 877-588-1010

Energy-Saving Programs 813-275-3909 Mail Payments to TECO P.O. Box 31318 Tampa, FL 33631-3318

All Other Correspondence Tampa Electric P.O. Box 111 Tampa, FL 33601-0111

Understanding Your Electric Charges

Average kWh per day – The average amount of electricity purchased per day.

Basic Service Charge – A fixed monthly amount to cover the cost of providing service to your location.

Bright Choicess.—The number of light fixtures and/or poles leased from Tampa Electric, and associated fees and charges.

Budget Billing – Optional plan takes the highs and lows out of monthly electric bills. This "leveling" billing plan averages your last 12 monthly billing periods so you can pay about the same amount for your service each month.

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For more information about your bill, please visit tampaelectric.com.

Fuel Charge - Cost of fuel used to produce electricity you purchased. Fuel costs are passed through from fuel suppliers to our customers with no markup or profit to Tampa Electric.

Kilowatt-Hours (kWh) - The basic measurement of electric energy use.

Late Payment Charge – For past due amounts more than \$10, the late payment charge is the greater of \$5 or 1.5% of the past due amount. For past due amounts of \$10 or less, the late payment charge is 1.5% of the past due amount.

Municipal Public Service Tax – In addition to the Franchise Fee, many municipalities levy a tax on the electricity you use. It is collected by Tampa Electric and paid to the municipality.

Past Due – Previous charges that are past due are subject to a late payment charge fee and may result in disconnection.

Rate Schedule – The amount (rate) you pay depends on your customer category. The cost of providing service varies with the customer group.

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tampaelectric.com



Account:

211001816928

Statement Date:

01/15/2019

Current month's charges due 02/05/2019



Details of Charges - Service from 12/08/2018 to 01/09/2019

Service for: EASTON PARK PH3 LTS, TAMPA, FL 33647-0000 Rate Schedule: Lighting Service

Lighting Service Items LS-1 (Bright Choices) for 33 days

Lighting Energy Charge 1473 kWh @ \$0.02930/kWh \$43.16 Fixture & Maintenance Charge 39 Fixtures \$441.20 Lighting Pole / Wire 39 Poles \$577.98 Lighting Fuel Charge 1473 kWh @ \$0.02691/kWh \$39.64 Florida Gross Receipt Tax \$2.12

Franchise Fee \$72.32

Total Current Month's Charges

\$1,176.42

\$1,176.42

Important Messages

Lighting Charges

Important information about your deposit interest

Per the Florida Public Service Commission(FPSC) tariff requirements, Tampa Electric pays interest annually on any customer cash deposit. As such, customers with a cash deposit on record is more than six months old (per the FPSC) receives a deposit interest credit on this bill.





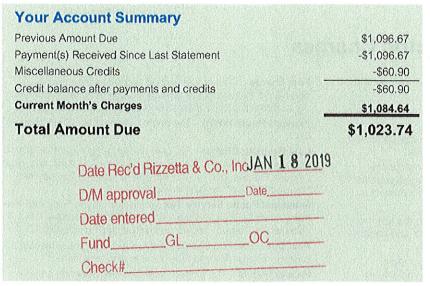
tampaelectric.com

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Statement Date: 01/15/2019 Account: 211001817124

Current month's charges: \$1,084.64
Total amount due: \$1,023.74
Payment Due By: 02/05/2019





Report a streetlight

It's easy to request a streetlight or area light repair at tampaelectric.com/reportlight.



Amount not paid by due date may be assessed a late payment charge and an additional deposit.



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To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



mail phone online pay agent

See reverse side for more information

Account: 211001817124

Current month's charges: \$1,084.64
Total amount due: \$1,023.74
Payment Due By: 02/05/2019
Amount Enclosed \$

610642363938

EASTON PARK CDD 9428 CAMDEN FIELD PKWY RIVERVIEW, FL 33578-0519



Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County) 863-299-0800 (Polk County) 888-223-0800 (All other counties)

Commercial Customer Care

866-832-6249

Hearing Impaired/TTY
711

Power Outages Toll-Free 877-588-1010

Energy-Saving Programs 813-275-3909 Mail Payments to

TECO P.O. Box 31318 Tampa, FL 33631-3318

All Other Correspondence Tampa Electric

P.O. Box 111 Tampa, FL 33601-0111

Understanding Your Electric Charges

Average kWh per day – The average amount of electricity purchased per day.

Basic Service Charge – A fixed monthly amount to cover the cost of providing service to your location.

Bright Choicessm - The number of light fixtures and/or poles leased from Tampa Electric, and associated fees and charges.

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Florida State Tax – A privilege lax imposed on every person who engages in the business of selling or renting tangible personal property at retail in the state, in accordance with Chapter 212 of the Florida Statutes.

Franchise Fee - A fee levied by a municipality for the right to utilize public properly for the purpose of providing electric service. Like taxes, the fee is collected by Tampa Electric and is paid to the municipality.

For more information about your bill, please visit tampaelectric.com.

Fuel Charge Cost of fuel used to produce electricity you purchased. Fuel costs are passed through from fuel suppliers to our customers with no markup or profit to Tampa Electric.

Kilowatt-Hours (kWh) - The basic measurement of electric energy

Late Payment Charge – For past due amounts more than \$10, the late payment charge is the greater of \$5 or 1.5% of the past due amount. For past due amounts of \$10 or less, the late payment charge is 1.5% of the past due amount.

Municipal Public Service Tax – In addition to the Franchise Fee, many municipalities levy a tax on the electricity you use. It is collected by Tampa Electric and paid to the municipality.

Past Due – Previous charges that are past due are subject to a late payment charge fee and may result in disconnection.

Rate Schedule – The amount (rate) you pay depends on your customer category. The cost of providing service varies with the customer group.

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Zap Cap Systems' – Surge protection for your home or business sold separately as a non-energy charge.

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- Pay by credit or debit card using KUBRA EZ-PAY at tampaelectric.com or call 866-689-6469.
 (A convenience fee will be charged to your bank account or credit card.)

When making your payment, please have your bill or account number available.



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Account:

211001817124 01/15/2019

Statement Date: Current month's charges due 02/05/2019



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Details of Charges - Service from 12/08/2018 to 01/09/2019

Service for: MORRIS BRIDGE RD PH2, TAMPA, FL 33647-0000 Rate Schedule: Lighting Service

Lighting Service Items LS-1 (Bright Choices) for 33 days

Lighting Energy Charge 1584 kWh @ \$0.02930/kWh \$46.41 Fixture & Maintenance Charge 36 Fixtures \$393.12 Lighting Pole / Wire 36 Poles \$533.52 Lighting Fuel Charge 1584 kWh @ \$0.02691/kWh \$42.63 Florida Gross Receipt Tax \$2.28 Franchise Fee \$66.68

Lighting Charges \$1,084.64

Total Current Month's Charges \$1,084.64

Miscellaneous Credits

Interest for Cash Security Deposit - Electric -\$60.90

Total Current Month's Credits -\$60.90

Important Messages

Annual Deposit Interest Credit

This billing statement reflects your annual credit of deposit interest. Thank you for being a valued customer. We appreciate the opportunity to serve you.

Important information about your deposit interest

Per the Florida Public Service Commission(FPSC) tariff requirements, Tampa Electric pays interest annually on any customer cash deposit. As such, customers with a cash deposit on record is more than six months old (per the FPSC) receives a deposit interest credit on this bill.

Page 3 of 4





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Statement Date: 01/15/2019 Account: 211001817561

> \$44.91 \$44.44 02/05/2019

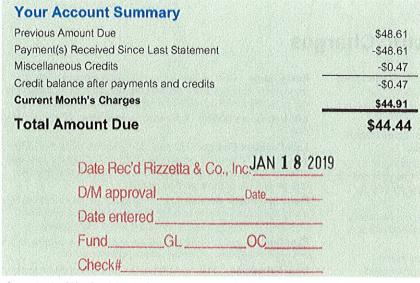


Total amount due:

Payment Due By:



EASTON PARK CDD 10900 PICTORIAL PARK DR TAMPA, FL 33647-0000



Report a streetlight

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Learn more and sign up > tecosupport.com/paperlessbilling

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.





See reverse side for more information

Account: 211001817561

Current month's charges: \$44.91
Total amount due: \$44.44
Payment Due By: 02/05/2019
Amount Enclosed

610642363940

EASTON PARK CDD 9428 CAMDEN FIELD PKWY RIVERVIEW, FL 33578-0519



Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County) 863-299-0800 (Polk County) 888-223-0800 (All other counties)

Commercial Customer Care

866-832-6249

Hearing Impaired/TTY

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TECO

tampaelectric.com

P.O. Box 31318 Tampa, FL 33631-3318

All Other Correspondence Tampa Electric

P.O. Box 111

Tampa, FL 33601-0111

Understanding Your Electric Charges

Average kWh per day - The average amount of electricity purchased per day.

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Franchise Fee – A fee levied by a municipality for the right to utilize public properly for the purpose of providing electric service. Like taxes, the fee is collected by Tampa Electric and is paid to the municipality.

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Fuel Charge Cost of fuel used to produce electricity you purchased. Fuel costs are passed through from fuel suppliers to our customers with no markup or profil to Tampa Electric.

Kilowatt-Hours (kWh) The basic measurement of electric energy

Late Payment Charge - For past due amounts more than \$10, the late payment charge is the greater of \$5 or 1.5% of the past due amount. For past due amounts of \$10 or less, the late payment charge is 1.5% of the past due amount.

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tampaelectric.com



Account:

211001817561 01/15/2019

Statement Date: Current month's charges due 02/05/2019



Details of Charges - Service from 12/12/2018 to 01/09/2019

Service for: 10900 PICTORIAL PARK DR, TAMPA, FL 33647-0000

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	•	Previous Reading	=	Total Used	Multiplier Billing Period
K84422	01/09/2019	2,131		1,868		263 kWh	1 29 Days
	rge s s Receipt Tax			@ \$0.06011/kWh @ \$0.02719/kWh		\$18.14 \$15.81 \$7.15 \$1.05	Tampa Electric Usage History Kilowatt-Hours Per Day (Average) JAN 2019 DEC NOV 2
Electric Ser Franchise Fe Total Electr	The state of the s	l Taxes				\$42.15 \$2.76 \$44. 9	OCT 1 SEP 1 AUG 1 JUL 1
Total Cu	rrent Month's Ch	arges				\$44.9	MAY 2
Miscella	neous Credits						
Interest fo	or Cash Security Deposit	- Electric				-\$0.4	7
Total Cui	rrent Month's Cred	its				-\$0.4	7

Important Messages

Annual Deposit Interest Credit

This billing statement reflects your annual credit of deposit interest. Thank you for being a valued customer. We appreciate the opportunity to serve you.

Important information about your deposit interest

Per the Florida Public Service Commission(FPSC) tariff requirements, Tampa Electric pays interest annually on any customer cash deposit. As such, customers with a cash deposit on record is more than six months old (per the FPSC) receives a deposit interest credit on this bill.





tampaelectric.com

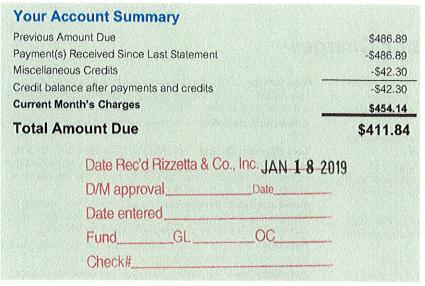


Statement Date: 01/15/2019 Account: 211001817355

Current month's charges: \$454.14
Total amount due: \$411.84
Payment Due By: 02/05/2019



EASTON PARK CDD 10623 PICTORIAL PARK DR TAMPA, FL 33647-2548



Report a streetlight

It's easy to request a streetlight or area light repair at tampaelectric.com/reportlight.



Amount not paid by due date may be assessed a late payment charge and an additional deposit.



Go paperless for perks!

Goodbye clutter. Hello convenience. Paperless Billing is free, secure and a good way to help the environment.

Learn more and sign up > tecosupport.com/paperlessbilling

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.





See reverse side for more information

Account: 211001817355

Current month's charges: \$454.14
Total amount due: \$411.84
Payment Due By: 02/05/2019
Amount Enclosed \$

610642363939

EASTON PARK CDD 9428 CAMDEN FIELD PKWY RIVERVIEW, FL 33578-0519



Contact Information

Residential Customer Care 813-223-0800 (Hillsborough County) 863-299-0800 (Polk County) 888-223-0800 (All other counties)

Commercial Customer Care 866-832-6249

Hearing Impaired/TTY 711

Power Outages Toll-Free 877-588-1010

Energy-Saving Programs 813-275-3909

Mail Payments to TECO P.O. Box 31318 Tampa, FL 33631-3318

All Other Correspondence Tampa Electric P.O. Box 111 Tampa, FL 33601-0111

Understanding Your Electric Charges

Average kWh per day - The average amount of electricity purchased per day.

Basic Service Charge A fixed monthly amount to cover the cost of providing service to your location.

Bright Choicessm - The number of light fixtures and/or poles leased from Tampa Electric, and associated fees and charges.

Budget Billing – Optional plan takes the highs and lows out of monthly electric bills. This "leveling" billing plan averages your last 12 monthly billing periods so you can pay about the same amount for your service each month.

Energy Charge – The cost (except fuel) of producing the electricity you purchased, including conservation, environmental and capacity cost recovery charges.

Estimated – If Tampa Electric was unable to read your meter, "ESTIMATED" will appear. Your electric use has been estimated based on previous usage. The meter is scheduled to be read next month, and any difference between the estimate and actual use will be adjusted accordingly.

Florida Gross Receipts Tax – A tax is imposed on gross receipts from utility services that are delivered to retail customers in Florida, in accordance with Chapter 203 of the Florida Statutes. The tax is levied on utility companies, which collect the tax from all customers, unless exempt, and remit to the state.

Florida State Tax A privilege tax imposed on every person who engages in the business of selling or renting langible personal property at retail in the state, in accordance with Chapter 212 of the Florida Statutes.

Franchise Fee - A fee levied by a municipality for the right to utilize public property for the purpose of providing electric service. Like taxes, the fee is collected by Tampa Electric and is paid to the municipality.

For more information about your bill, please visit tampaelectric.com.

Fuel Charge - Cost of fuel used to produce electricity you purchased. Fuel costs are passed through from fuel suppliers to our customers with no markup or profit to Tampa Electric.

Kilowatt-Hours (kWh) - The basic measurement of electric energy

Late Payment Charge – For past due amounts more than \$10, the late payment charge is the greater of \$5 or 1.5% of the past due amount. For past due amounts of \$10 or less, the late payment charge is 1.5% of the past due amount.

Municipal Public Service Tax – In addition to the Franchise Fee, many municipalities levy a tax on the electricity you use. It is collected by Tampa Electric and paid to the municipality.

Past Due - Previous charges that are past due are subject to a late payment charge fee and may result in disconnection.

Rate Schedule - The amount (rate) you pay depends on your customer category. The cost of providing service varies with the customer group.

Renewable Energysm - The amount of electricity purchased from renewable sources.

Share – A program co-sponsored by Tampa Electric and the Salvation Army where customers can help pay the energy bills of customers in need. A one-time contribution can be made, or your monthly elected contribution will appear on your bill. Your contribution is tax deductible and is matched by Tampa Electric.

Total Amount Due – This month's charges will be past due after the date shown. THIS DATE DOES NOT EXTEND THE DATE ON ANY PREVIOUS BALANCE. It is important that you pay your bill before this date in order to avoid interruption of service.

Zap Cap Systems* - Surge protection for your home or business sold separately as a non-energy charge.

Your payment options are:

- Schedule free one-time or recurring payments at tampaelectric.com using a checking or savings account.
- · Mail your payment in the enclosed envelope. Please allow sufficient time for delivery.
- Pay in person at a local authorized payment agent. For a listing of authorized payment agents, visit tampaelectric.com or call Customer Care at the number listed above.
- Pay by credit or debit card using KUBRA EZ-PAY at tampaelectric.com or call 866-689-6469 (A convenience fee will be charged to your bank account or credit card.)

When making your payment, please have your bill or account number available.





tampaelectric.com



Account: Statement Date: **211001817355** 01/15/2019

Current month's charges due 02/05/2019



Details of Charges - Service from 12/07/2018 to 01/06/2019

Service for: 10623 PICTORIAL PARK DR, TAMPA, FL 33647-2548

Rate Schedule: General Service Demand - Standard

-\$42.30

Meter Location: PUMP/LIFT STATION

Meter Number	Read Date	Current Reading	Previous Reading	= To	otal Used	Multiplier	Billing Period
H99710	01/06/2019	71,251	65,951	5	,300 kWh	1	31 Days
H99710	01/06/2019	11.58	0		11.58 kW	1	31 Days
						Tampa Electric	Usage History
Environmental Florida Gross I Electric Servi- Franchise Fee Total Electric	ge rge rvation Charge Cost Recovery Receipt Tax ce Cost	5,300 kWh 5,300 kWh 12 kW 12 kW 5,300 kWh	@ \$10.59000/kW @ \$0.01596/kWh @ \$0.02719/kWh @ \$0.32000/kW @ \$1.17000/kW @ \$0.00220/kWh	\$30.24 \$127.08 \$84.55 \$144.11 \$3.84 \$14.04 \$11.66 \$10.66 \$426.2 2 \$27.92	3 3 3 1 4 4 4 5 5 5	Kilowatt-Hou (Average) JAN 2019 DEC NOV OCT SEP AUG JUL JUN MAY APR MAR FEB JAN 2018 Billing Demand (Kilowatts) JAN 2018	17 1 1 1 1 17 16 17 17 16 16 11 12 11 11 11 11 11 11 11 11 11 11 11
Minnellan	0					Load Factor (Percentage	61.53 59.91
wiisceilan	eous Credits						
Interest for	Cash Security Deposit - Ele	etric	_		-\$42.30		

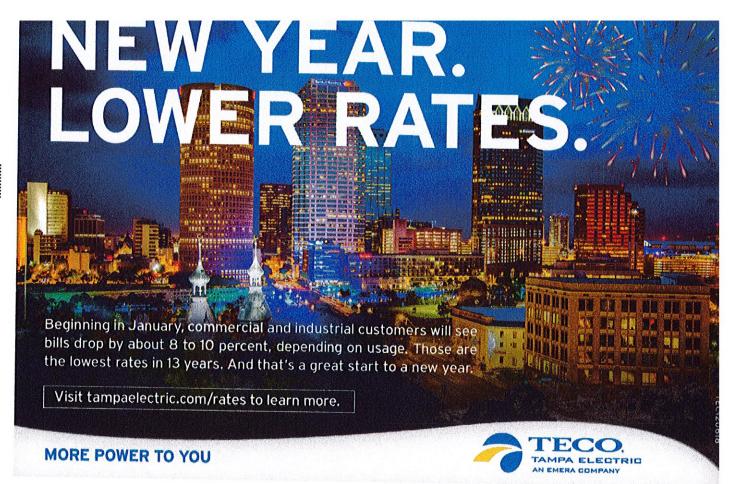
Important Messages

Annual Deposit Interest Credit

Total Current Month's Credits

This billing statement reflects your annual credit of deposit interest. Thank you for being a valued customer. We appreciate the opportunity to serve you.

Important information about your deposit interest
Per the Florida Public Service Commission(FPSC) tariff requirements, Tampa Electric pays interest annually
on any customer cash deposit. As such, customers with a cash deposit on record is more than six months old (per the FPSC) receives a deposit interest credit on this bill.







Times Publishing Company
P.O. Box 175
St. Petersburg, FL 33731-0175
Toll Free Phone: 1 (877) 321-7355
Fed Tax ID 59-0482470

AD SALES HOURS M - TH 7:30 - 6:30 FRI 7:30-5:30 CUSTOMER SERVICE HOURS M-F 8:00 - 5:00

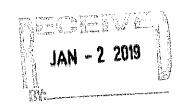
ADVERTISING INVOICE

Advertising Run Dates	Advertiser/Client Name
12/21/18 - 12/21/18	EASTON PARK CDD
Billing Date	Customer Account
12/21/18	119371
Total Amount Due	Ad Number
\$206.00	722076

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Class	Description PO Number	Insertions	Size	Net Amount
12/21/18	12/21/18	722076		Easton Park CDD	1	12IN	206.00

Date Rec'd Rizzett	a & Co., Inc.	JAN 0 3	2019
D/M approval	P Date	1/11/19	
Date entered	JAN 0 8	2019	
Fund Ool GL	5130000	1087	
Check#			



Tampa Bay Times

Times Publishing Company P.O. Box 175 St. Petersburg, FL 33731-0175 Toll Free Phone: 1 (877) 321-7355

ADVERTISING INVOICE

Thank you for your business

Advertiser/Client Name Advertising Run Dates **EASTON PARK CDD** 12/21/18 - 12/21/18 Customer Account Sales Rep Billing Date 12/21/18 Virginia Marshall 119371 Ad Number Total Amount Due Customer Type 722076 \$206.00 AO

DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYABLE TO: TIMES PUBLISHING COMPANY

REMIT TO:

TAMPA BAY TIMES
DEPT 3396
P.O. BOX 123396
DALLAS, TX 75312-3396

EASTON PARK CDD ATTN: RIZETTA & COMPANY 3434 COLWELL AVE SUITE 200 TAMPA, FL 33614

Tampa Bay Times Published Daily

STATE OF FLORIDA } ss COUNTY OF Hillsborough County

Before the undersigned authority personally appeared Virginia Marshall who on oath says that he/she is Legal Clerk of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: Easton Park CDD was published in Tampa Bay Times: 12/21/18. in said newspaper in the issues of Tampa Tribune North

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

Signature of Notary Public	· · · · · ·
Personally known	or produced identification
Type of identification produced	

Sworn to and subscribed before me this 12/21/2018.

LEGAL NOTICE

EASTON PARK COMMUNITY DEVELOPMENT DISTRICT NOTICE OF SPECIAL BOARD OF SUPERVISORS' MEETING

The Board of Supervisors (the "Board") of the Easton Park Community Development District (the "District") will hold an Audit Committee meeting and Special meeting on Wednesday, January 2, 2019 at 4:30 p.m. at the New Tampa Regional Library, located at 10001 Cross Creek Boulevard, Tampa, Florida 33647.

The meetings will be open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. Any meeting may be continued in progress without additional published notice to a time, date and location to be stated on the record at the meeting.

A copy of the agenda may be obtained at the offices of the District Manager, Rizzetta & Company, Inc., located at 9428 Camden Field Parkway, Riverview, FL 33578, (813) 533-2950, during normal business hours.

There may be occasions when one or more Supervisors will participate by telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at least forty-eight (48) hours before the meeting by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

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

Easton Park Community Development District Christine Perkins, District Manager

	722076-1
2/21/2018	



Landscape Professionals

Post Office Box 849 || Bunnell, FL 32110 Tel 386.437.6211 | Fax 386.586.1285

Invoice

Invoice: **Invoice Date:** INV-0000240610

December 1, 2018

Bill To:

Easton Park CDD c/o Rizzetta & Company Inc. 3434 Colwell Avenue Suite 200 Tampa, FL 33614

Project Number: Property Name:

10141021.101 Easton Park CDD

Terms:

NET 30

Account:

11922

PO Number:

Remit To:

Yellowstone Landscape PO Box 101017 Atlanta, GA 30392-1017

Invoice Due Date:

December 31, 2018

Invoice Amount:

\$11,905.24

Month of Service:

December 2018

Description

Monthly Landscape Maintenance

Current Amount

11,905.24

Invoice Total

11,905.24

RECEIVED

Date Rec'd Rizzetta & Co., Inc._ D/M approval CP Date 12/4/11 Date entered ___ Fund OO GL 53900 OC 4604 Check #___

Tab 3

EASTON PARK

FIELD INSPECTION REPORT



Feb. 20th, 2019

Rizzetta & Company

L. Scott Green – Field Services Manager



Landscape

The following are action items for Yellowstone Landscaping to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. Red text indicates deficient from previous report. Bold Red text indicates deficient for more than a month. Green text indicates a proposal has been requested. Blue indicates irrigation.



1. Reference Pic (1) Located in the center median landscape beds Crepe Myrtles will need to be trimmed soon. Ask contractor to submit date as to when Crepes will be trimmed.

2.Reference Pic (2) Located in the center median landscape beds Jasmin seems to be off color in areas. Ask contractor to inspect this plant material and make any necessary adjustments to Fert/Chem and irrigation to promote healthier plant material moving into he spring.



Easton Park

3. Reference Pic (3) Turf located in the center median has a large amount of turf weeds that need to be treated. Ask contractor to submit course of action to treat these turf weeds.





4. Reference Pic (4) Located in center median landscape beds there are large voids of plant material that need to have new plant material installed to fill in the void. Ask contractor to submit proposal to install new plant material in these beds to fill in void.

- **5.** Ponds throughout the community have all been mowed and string trimmed down to the water line at the date and time of this inspection.
- **5. Reference Pic (5)** Indian Hawthorne in center island median landscape beds are inundated with weeds growing up through the plant material that needs to be removed.





HOA Landscape



6. Reference Pic (6) Located at the amenities center there is a irrigation repair that needs to be addressed as the water is leaking onto sidewalk.

7. Reference Pic (7) Broken irrigation was found in the landscape beds at the amenities center.



Tab 4





Easton Park CDD Waterway Inspection Report

Reason for Inspection: Routine Scheduled

Inspection Date: 2/22/2019

Prepared for:

Ms. Christine Perkins, District Manager Rizzetta & Company 9428 Camden Field Parkway Riverview, FL 33578

Prepared by:

Morgan Melatti, Account Representative/Biologist

Aquatic Systems, Inc. - Wesley Chapel Field Office
Corporate Headquarters
2100 N.W. 33rd Street, Pompano Beach, FL 33069
1-800-432-4302







Comments: Normal growth observed

Normal growth of filamentous algae was noted around the perimeter of site #33, which will be targeted at an upcoming maintenance visit. Decomposing shoreline grasses were seen from previous maintenance visits associated with the filamentous algae growth. Water levels have dropped significantly in the site.

Site: 34







Comments: Site looks good

Site #34 was seen in good condition during the site inspection. A minor amount of debris (above) will be addressed at an upcoming maintenance visit and water levels have dropped in the site. Gulf Spikerush (bottom right) was seen in good condition and nuisance vegetation was minimal along the perimeter.







Comments: Site looks good

Spot spraying within the littoral shelf of site #38 continues to target Alligator Weed and Torpedograss seen in isolated clumps between the healthy, installed Pickerelweed. The open water of site #38 was seen in good condition as well (bottom right).

Site: 35





Comments: Normal growth observed

Slight turbidity was noted in site #35 as well as normal growth of shoreline Pennywort (bottom right) and Torpedograss (above) which will be targeted during a regularly scheduled maintenance visit.







Comments: Treatment in progress

Treatments targeting Peruvian Primrose along the wild side of site #14 were seen with regrowth of the invasive plant. The regrowth was targeted during the maintenance visit on 1/30/19 performed via boat (top right).

Site: 12





Comments: Treatment in progress

Shoreline vegetation such as Torpedograss, Alligator Weed, Cattails and Pennywort received treatment during the maintenance visit on 2/15/19, with positive result seen during the site visit in the yellowing vegetation (top right).







Comments: Site looks good

Site #11 was seen in good condition during the site visit. Water clarity was high (bottom right) and no new growth of algae or nuisance vegetation was noted in the open water. Shoreline grasses are well managed (top right).

Site: 10







Comments: Treatment in progress

A large filamentous algae bloom has occurred within site #10 and was targeted on 2/15/19 and then again on 2/22/19 with the remaining growth seen decomposing in the northwestern corner. The site will receive a follow up visit the first week of March







Comments: Treatment in progress

Filamentous algae within site 46 was targeted during the maintenance visit on 2/22/19. A follow-up application will be performed as need the following week. A native plant installation is recommended for the littoral shelf of the site (top right).

Management Summary

The waterway inspection report for Easton Park CDD was performed on February 22nd, 2019 on ten sites in the community. Treatments in February were largely focused on algae growth within the waterways, as daily temperatures continue to rise and a new growing season begins for algae and plants alike. Several ponds in the community experienced large algae blooms, which can require several algaecide applications to bring back to normal growth levels. Treatment results can typically be expected 7-10 days following an algaecide application and can be commonly associated with a lightening in the hue of the algae. Sites #46, #7, #10, #16, #17, #8 and #20 received treatments targeting planktonic or filamentous algae blooms during the month of February. Site #10 received two algaecide applications, seven days apart in order to best target the large filamentous algae bloom. The remaining filamentous algae was seen with a light hue ans had accumulated in the northwestern corner of the site, away from the native plant installation done on the littoral shelf.

Littoral shelf native plant installations have been recommended for five littoral areas in Easton Park, Sites #1, #46, #10, #11 and #38. Two of the plant installations have been completed and the remaining sites have been prepped for a spring plant installation, site #46 being a prime example pictured on this report. The shelf was previously filled with invasive Primrose bushes which received treatment and have gradually decomposed. The site has been managed for regrowth of invasive vegetation to pave the way for the desired plants.

Recommendations/Action Items

- Complete Remaining Littoral Shelf Plant Installations.
- Monitor Algae Treatments within Sites #7, #46 and #10.
- Continue Routine Maintenance.

Thank You For Choosing Aquatic Systems, Inc.!

Tab 5

ADA Site Compliance



Easton Park CDD

Website Compliance and Accessibility

Our Firm

ADA Site Compliance is a leading provider of website accessibility and solutions for businesses and government. Our team includes specialists in auditing and remediation, coding, PDFs and WCAG compliance. Entities of all sizes and across industries trust our expertise in making their digital assets usable and enjoyable for all while meeting the guidelines of the ADA.

LAW

COA SITEMANIA

RULES GOVERN

Accessibility, Compliance & Community Development Districts

The Florida Department of Economic Opportunity requires that all special district websites, by law, be fully accessible to those with disabilities. Community Development Districts (CDDs) and other special purpose entities must ensure that all content on their sites comply with the Americans with Disabilities Act, a 1990 federal law.



How Do People with Disabilities Use My Website?

HEARING IMPAIRED

All media that can be heard – videos, sound bites – must have a written description.

VISUALLY IMPAIRED

Sites must be properly built to let assistive devices read all visual elements aloud to blind and low-vision users.

PHYSICALLY IMPAIRED

Keyboard shortcuts must permit disabled users to navigate a site without using a mouse.



"Accessible design is good design"

Steve Ballmer Former CEO, Microsoft

Costs: Reputational & Monetary

- Web accessibility lawsuits are on the rise and continue to be backed by the U.S. Department of Justice.
- The cost to hire attorneys and pay associated fees can range from tens of thousands of dollars to the high-six-figures.
- Related costs include human capital, negative PR, stress on your district, and reputational damage via traditional and social media.



First Steps: Risk-Mitigation



Compliance Shield

A certificate on your website indicates that you have a compliance plan in place and are taking active steps toward usability for all.



Site Accessibility Policy

A compliance plan details your strides toward access for all and lists alternate contact info for users in need of accommodations.



Compliance Audit Report

A detailed audit report shows the lines of code to be corrected and screen shots and text descriptions of every compliance failure.

Phases of Compliance

Option 1 – Audit & Remediation of Your Current Site

Phase 1

Technological Auditing

Technological auditing identifies up to 30% of the errors on a website. A detailed report indicates the line of code to be corrected, along with a screen shot of the error and a recommendation for remediating the issue.

Phase 2

Human Expert Auditing

Only human expert auditing can reveal the 70-80% of compliance failures that technological auditing cannot find. This applies both to webpages and PDFs, the latter of which can only be made accessible with human-expert-led remediation.

COMPINAL S



Phases of Compliance

Option 2 – Site Migration

Phase 1

Migration of All Content

Our technical team migrates your existing website over to a brand new site built on accessible themes that ADA Site Compliance has designed and maintains – and that is proven to be compliant under the ADA.

Phase 2

Quality Assurance

Post-migration, our technical team tests your newly migrated site for the same WCAG 2.1-level criteria we use when auditing and remediating existing sites.

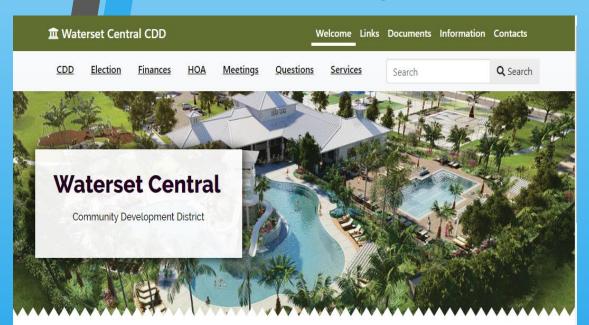




We Provide Thorough and Rigorous Support to Our Clients

Our Chief Technology Officer, Scott Rubenstein, and his analyst team directly oversee the migration and/or auditing and remediation of your district website. Our team draws on decades of experience to do far more than just identify compliance failures; we assess your current methods and suggest new best practices to help keep your website accessible. Our hands-on approach makes your remediation faster, easier, and less costly.

First Look: Sample Pages from Your District's New, Compliant Website



Welcome

Welcome to the official website for the Waterset Central Community Development District (the "District"). This website is funded on behalf of the District to serve two major purposes. The first is to comply with Chapter 189.069 of the *Florida Statutes*, which requires each special district to maintain an official internet website. The second is an effort to help educate the general public about the services provided by the District, and to highlight the other agencies involved in the day-to-day operations of the community. These agencies include, but are not limited to the Florida Department of Economic Opportunity, Hillsborough County and the Waterset Central homeowner's association.

Upcoming Events

December 13, 2018 at 9:00 am January 10, 2019 at 9:00 am February 14, 2019 at 9:00 am March 14, 2019 at 9:00 am March 14, 2019 at 9:00 am April 11, 2019 at 9:00 am May 09, 2019 at 9:00 am June 13, 2019 at 9:00 am July 11, 2019 at 9:00 am August 08, 2019 at 9:00 am September 12, 2019 at 9:00 am

District Administration

The District Manager's responsibilities include:

- Preparation and submittal of a proposed operations and maintenance budgets for Board review and action
- Preparation of contract specifications for District operations, including community appearance, waterway management, street lighting and facilities maintenance
- · File all required forms and documents with state and local agencies
- Attend all Board of Supervisor meetings implement the policies of the Board
- · Additional duties as directed by the Board

Rizzetta & Company, Inc.

9428 Camden Field Parkway Riverview, FL 33578 Joe Roethke District Manager Ph. 813-533-2950



If you have a concern, please let us know.<u>Contact</u>
<u>us here</u> to report your concern. Certain
documents will be in PDF format.

Certain documents will be in PDF format. To view them you may have to <u>download</u> the latest version of Adobe Reader.

Welcome Links Documents Information

Ⅲ Waterset Central CDD

<u>:DD</u> <u>Election</u>

Financ

nances

A Me

Duestions

Search

Q Search

Community Development Districts – What you should know!

A Community Development District (CDD) is a governmental unit created to serve the long-term specific needs of its community. Created pursuant to chapter 190 of the Florida Statutes, a CDD's main powers are to plan, finance, construct, operate and maintain community-wide infrastructure and services specifically for the benefit of its residents.

What will the CDD Do?

Through a CDD, the community can offer its residents a broad range of community-related services and infrastructure to help ensure the highest quality of life possible. CDD responsibilities within our community may include storm water management, potable and irrigation water supply, sewer and wastewater management, and street lights.

Upcoming Events

December 13, 2018 at 9:00 am January 10, 2019 at 9:00 am February 14, 2019 at 9:00 am March 14, 2019 at 9:00 am March 14, 2019 at 9:00 am April 11, 2019 at 9:00 am May 09, 2019 at 9:00 am June 13, 2019 at 9:00 am July 11, 2019 at 9:00 am August 08, 2019 at 9:00 am September 12, 2019 at 9:00 am

Easton Park - Scope of Work & Pricing Options*

```
☐ Option 1:
$5,900 (year one) - auditing & remediation of the existing Easton Park CDD website
$1,500 (annually) - to ensure continued accessibility and compliance as WCAG standards change
                    - includes two hours of consulting and help desk access
                    - annual fee is waived in year one
$2.90 per page - PDF human expert auditing & remediation**
$190 per hour - additional consulting beyond two hours
☐ Option 2:
$3,900 (year one) - migration of current site content to new, ADA-compliant format
                    - performed by experts in website coding & design
$900 (annually) - to ensure continued accessibility and compliance as WCAG standards change
                    - includes two hours of consulting and help desk access
                    - annual fee is waived in year one
$2.90 per page - PDF human expert auditing & remediation
$190 per hour - additional consulting beyond two hours
```



* the pricing above reflects a 20% discount that ADA Site Compliance is pleased to offer to all Egis clients ** PDF auditing & remediation is not included in either option



ADA Site Compliance, LLC



Statement of Work (SOW) Agreement to Perform Consulting Services

Date Services Performed By: Services Performed For:

January 11, 2019 ADA Site Compliance, LLC Easton Park CDD

This Statement of Work (SOW) is issued pursuant to the Master Services Agreement between Easton Park CDD ("Client") and ADA Site Compliance, LLC ("Contractor"), effective January 11, 2019 (the "Agreement"). This SOW is subject to the terms and conditions contained in the agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of the agreement, the terms of the SOW shall govern and prevail.

This SOW, effective as of January 11, 2019, is entered into by and between Contractor and Client for Client's website www.eastonparkcdd.org and is subject to the terms and conditions specified below. The exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the exhibit(s) hereto, the terms of the SOW shall prevail.

Period of Performance

The services shall begin on the date of the Agreement's execution and shall continue through completion or termination, subject to the termination provisions below.

Process & Engagement

ADA Site Compliance uses both technological (i.e. software-based) and human expert auditing to detect compliance failures for websites, mobile applications, PDFs, and other digital assets. We evaluate their accessibility against evolving web content accessibility guidelines (currently WCAG 2.1) and offer the solutions below. In both cases, we will deliver you a website that has been audited and remediated for substantial compliance with current standards.

Option 1 – Our team of human expert auditors performs manual compliance testing of your existing website using

screen reader software and keyboard shortcuts. This testing method best simulates the actual conditions a user with disabilities experiences when visiting your site and is therefore the most reliable gauge of its real-world accessibility. Our remediation team uses the resulting audit report to make all relevant fixes to your existing site via its source code. We then re-submit the fixed pages for round two of human auditing and a corresponding second round of corrections. This is to ensure all failures have been addressed and that no new ones were created in the process.

Throughout the process and afterward, you will receive quarterly technological audit reports that identify all errors that software can detect. Please note that software-based reports alone cannot identify 100% of accessibility failures; at best, they can uncover about one-third of them. As such, your technological reports are intended only as a general diagnostic of your site's ongoing compliance health – not as a measure of your website's overall accessibility.

Option 2 – Our team will migrate your existing site to an accessible and compliant theme built and maintained by ADASC. Rizzetta & Company will continue to host and provide backup for your site. Post-migration, our audit and design teams will employ best efforts to ensure that your new website is substantially compliant with current standards. By building a new site on an accessible and compliant theme, we avoid the significant preparation and testing costs associated with Option 1. This is reflected in the price difference between the two options.

Scope of Work & Deliverables

Contractor shall provide the following services/deliverables for Client and its site, www.eastonparkcdd.org:

Technological & Human Expert Auditing (Option 1 only)

- customized software-based and human expert auditing of the entire web domain
- detailed audit reports including the precise location in the code of each failure, a description of the error, a
 picture for visual context, and a suggested remediation step

Site Migration (Option 2 only)

- Contractor will migrate the content of Client's existing website to one built on Contractor's own themes that are known to be accessible and compliant with WCAG 2.1 standards
- content may include, but is not limited to, pictures, text, tables, video files, and forms
- some existing functionality/content, including that provided by third-party vendors, may be impossible to
 migrate "as is" from the existing site to the new one, in which case another solution may be required
- review by Contractor's technical team leaders of the migrated site for quality assurance

PDF Auditing & Remediation (if applicable)

- Contractor will deliver fully accessible PDFs to Client
- document types may include, but are not limited to, meeting agendas, minutes, and budgets
- this service is <u>not</u> automatically included with either migration or auditing/remediation
- per-page pricing is included in the Fee Schedule section of this SOW

Customized Accessibility Policy & Compliance Shield (Options 1 & 2)

- indication of Client's active engagement with recognized experts in the field of website accessibility and compliance; the deliverable is uploaded to the footer of Client's website and acts as a deterrent to litigation from trolling plaintiffs and/or attorneys
- statement of Client's specific ongoing strides toward compliance with current WCAG standards to be
 posted on the website (links to ADA Compliance Shield)
- alternate contact info for users to report inaccessible areas of Client's website and to request assistance –
 to be posted on the website (links to ADA Compliance Shield)

Technical Support (Options 1 & 2)

available to Client and/or its developers via email, phone, video, and (where feasible) in-person contact

Fee Schedule

Option 1:

\$5,900 (year one) – auditing and remediation of the current Easton Park CDD website

\$1,500 (annually) - to ensure continued accessibility and compliance

\$2.90 per page – PDF human expert auditing and remediation

\$190 per hour – additional consulting beyond two hours (e.g. adding new site content, editing existing content)

Option 2:

\$3,900 (year one) - migration of the current website to a new site built on ADA-compliant themes

\$900 (annually) – to ensure continued accessibility and compliance

\$2.90 per page – PDF human expert auditing and remediation

\$190 per hour - additional consulting beyond two hours (e.g. adding new site content, editing existing content)

The above pricing reflects a **20% discount** based on Client's contract with Egis Insurance and Risk Advisors. One-half (50%) of the year-one fee for services is due at the time of the Agreement's signing, with the balance due upon Client's acceptance of the final deliverables.

The annual fee, to be paid one (1) year after the execution date of this SOW, includes Client's continued use of Contractor's Compliance Shield and Accessibility Policy; updates made to the Accessibility Policy to reflect changing standards and laws; quarterly technological auditing and reporting, and continued consulting.

Completion Criteria

Contactor will make all reasonable efforts to complete human expert auditing in an expeditious way. The process of migrating, auditing, and remediating website-based content is time-intensive and typically takes between thirty (30) and forty-five (45) days, per round, to complete. This excludes any time needed to remediate the identified failures and to validate their corrections. The total completion time for multiple rounds of human expert auditing may be three (3) to six (6) months in all. For sites of significant complexity, this term may be longer.

Contractor shall have fulfilled its obligations to Client when either of the following occurs:

- Contractor provides Client all deliverables above, and Client accepts these without unreasonable objections. If Contractor receives no response within seven (7) business days of delivery, this shall be deemed acceptance.
- Contractor and/or Client may cancel services not yet provided within sixty (60) business days with advance written notice to the other party.

Signatures

In witness whereof, the Parties have, by their duly authorized representatives, executed this SOW as of the date first set forth above.

ADA SITE COMPLIANCE, LLC	EASTON PARK CDD
By:	Ву:
Name:	Name:
Title:	Title:

Tab 6

MASTER SERVICES AGREEMENT ADA SITE COMPLIANCE LLC

This Master Services Agreement (this "**Agreement**") is entered into as of January 11, 2019, between Easton Park, a community development district with notice address at 9428 Camden Field Parkway, Riverview, FL 33578 ("**Customer**") and ADA Site Compliance LLC, a Florida corporation with a place of business and notice address at 6400 Boynton Beach Boulevard, No. 742721, Boynton Beach, FL 33474 ("**ADASC**"), and shall become effective upon Customer and ADASC executing a Statement of Work, which shall be attached to this Agreement and incorporated herein by this reference. Customer and ADASC may also each be referred to herein individually as a "**Party**," and collectively as the "**Parties**."

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, wishing to be legally bound by this Agreement, agree as follows:

1. PRODUCTS AND SERVICES.

- **1.1. Statement(s) of Work.** Pursuant to this Agreement, ADASC shall provide Customer with ADASC's website and web application technological and/or human expert accessibility auditing and related services ("**Services**") and products and/or software (collectively, as applicable, the "**Products**") set forth in one or more statements of work to be mutually executed by the Parties that reference and are subject to the terms of this Agreement (each, a "**SOW**"). In return for such Services and Products, Customer shall pay ADASC the fees and expenses set forth in the applicable SOW/Proposal in accordance with the payment terms set forth herein and/or therein.
- **1.2. Customer Requested Changes.** At any time, Customer may request a change to the Services or 'Deliverables' (defined below) that have been described in a SOW (in each case, a "**Change**"). Upon receipt of a Change request from Customer, ADASC agrees to respond in writing within five (5) business days of its receipt thereof, advising Customer of any additional cost, scheduling, or other impacts on the Services or Deliverables arising from the requested Change. If the Parties agree to proceed with any requested Change, the terms associated with such Change must be incorporated into an amendment to the applicable SOW that is mutually executed by the Parties prior to ADASC's implementation of the Change.
- **1.3. Deliverables.** Unless otherwise provided in a SOW, with respect to any compliance audit reports, data, software, tools or other works of any kind designated to be made, conceived, or developed by ADASC in connection with a SOW (collectively, as applicable, the "**Deliverables**"), Customer shall have the right to review such Deliverables upon their completion by ADASC only to determine if they conform to the applicable written specifications stated in the SOW (collectively, the "**Acceptance Criteria**"). Customer will notify ADASC within seven (7) business days of delivery of the Deliverables if, in Customer's

good faith determination, the Deliverables have not met the Acceptance Criteria, and that therefore acceptance has not occurred. In the event acceptance of any Deliverables does not occur, ADASC will, at its cost, make any necessary changes to the Deliverable within a commercially reasonable time frame so that they conform to the Acceptance Criteria, and resubmit the Deliverables to Customer. If Customer does not, however, notify ADASC within seven (7) business days of the delivery of any Deliverables that such Deliverables have not met the Acceptance Criteria, the Deliverable shall be irrevocably deemed to conform to the specifications in the applicable SOW, and to have been irrevocably accepted by Customer.

2. FEES.

2.1. Contract Price. The fee for the services described in the SOW is \$3,900, one half of which (\$1,950) is to be paid upon execution by both parties of this Agreement. The balance is to be paid upon delivery to the client of the materials listed in the SOW. The annual fee for Customer's: a) continued use of ADASC's Compliance Shield and customized accessibility policy; b) receipt of quarterly technological audits and corresponding reports; c) policy updates to reflect relevant changes to existing compliance laws and regulations, and d) ongoing consulting with ADASC is \$900, to be paid in full one (1) year after the execution of this Agreement.

3. INVOICES AND PAYMENTS.

- **3.1. Invoices.** All payments are due within 30 days of the invoice date. Customer will reimburse ADASC for travel and other pre-approved expenses. All payments required by this Agreement are exclusive of federal, state or other governmental taxes and excises, and Customer will be responsible for all such taxes and amounts and agrees to defend and hold ADASC harmless from any claim against ADASC for any such amount.
- **3.2. Disputed Amounts.** Customer may only withhold payment of amounts that it in good faith disputes to be due or owing ("**Disputed Amounts**"). In such case, Customer shall nonetheless pay any undisputed amounts and provide to ADASC a sufficiently detailed written explanation of the basis for its withholding of the Disputed Amounts. Any controversy relating to amounts owed by Customer hereunder shall be considered a "Dispute" (defined below) and subject to the resolution procedures provided in this Agreement. If it is determined that any Disputed Amounts are in fact owed to ADASC, Customer shall pay to ADASC such Disputed Amounts within five (5) days of such resolution, plus any applicable late fees, interest and/or ADASC's reasonable costs of collection, if any (e.g., agency fees, court costs, and reasonable attorneys' fees).

3.3. Late Payments. Late payments (other than Disputed Amounts that are determined not to be in fact due or owing to ADASC) not received within fifteen (15) days of the due date stated in all applicable SOWs will be subject to a late fee of 1.5% per month on all unpaid balances. Customer agrees that it will be responsible for all of ADASC's costs and expenses, including collection agency fees, court costs, and reasonable attorneys' fees, incurred by ADASC to collect any monies owed by Customer or to otherwise enforce the terms of this Agreement. ADASC reserves the right to suspend or terminate Services and to withhold Products and/or Deliverables immediately without notice for non-payment of monies owed under this Agreement (including, in ADASC's reasonable discretion, Disputed Amounts until the related Dispute is resolved).

4. TERM AND TERMINATION.

- **4.1. Term.** This Agreement shall become effective when Customer and ADASC first execute a Proposal and shall remain in effect until terminated as provided herein ("**Term**").
- **4.2. Termination.** This Agreement and/or any individual SOW may be terminated by either Party (i) in the event the other Party fails to cure or take reasonable steps to cure a breach of any material term of this Agreement or any applicable SOW within ten (10) business days of receipt of written notice describing such breach; or (ii) immediately upon the giving of written notice by such Party in the event the other Party is adjudged insolvent or bankrupt, or upon the institution of any proceeding against the other Party seeking relief, reorganization or arrangement under any laws relating to insolvency, or upon the appointment of a receiver, liquidator or trustee of any of the other Party's property or assets, or upon liquidation, dissolution or winding up of the other Party's business.
- **4.3 Termination by Customer without Cause Prior to Commencement.** If customer purports to terminate this Agreement in advance of the commencement of performance of the Services, ADASC shall be entitled to invoice Customer for, and Customer agrees to pay, all of ADASC's internal and out-of-pocket expenses accrued prior to the date of termination, plus 50% of the total charges for the services projected to be performed during the first month of the work contemplated by the applicable SOW(s). Customer acknowledges that damages to ADASC for such termination of this Agreement or any SOW or Proposal are difficult, if not impossible, to ascertain and that the cancellation fee referenced in this paragraph shall be deemed reasonable liquidated damages for such early termination and not a penalty.
- **4.4 Termination by Customer without Cause After Commencement.** If Customer purports to terminate this Agreement or any SOW early for any reason other than for ADASC's uncured breach, or if ADASC terminates this

Agreement early for reasons relating to Customer's breach and not for ADASC's convenience, Customer shall be responsible to pay a cancellation fee equal to fifty percent (50%) of the total remaining contract amount that would have otherwise been payable to ADASC had this Agreement not been so terminated. Customer acknowledges that damages to ADASC for such termination of this Agreement or any SOW are difficult, if not impossible, to ascertain and that the cancellation fee referenced in this paragraph shall be deemed reasonable liquidated damages for such early termination and not a penalty.

4.5. Effect of Termination. Upon termination of this Agreement as provided hereunder (a) each Party may demand the immediate return of all Confidential Information (defined below) in possession of the other Party, (b) Customer may demand the immediate return of all Customer Materials, and (c) Customer shall promptly pay all amounts payable hereunder with respect to Services provided and Products and Deliverables delivered prior to termination and any accrued late fees and/or liquidated damages.

5. REPRESENTATIONS, WARRANTIES & COVENANTS

- **5.1. General.** ADASC represents, warrants, and covenants ONLY that (a) the Services shall be performed by qualified personnel in a professional and workmanlike manner in accordance with current website accessibility compliance industry standards; and (b) neither the Services nor any Product provided by ADASC shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third party. Customer represents, warrants, and covenants that it shall not use the Services, Products or Deliverables in any manner contrary to applicable law. Each Party also represents and warrants that it has the full right and authority to enter into this Agreement and perform its obligations hereunder.
- 5.2. Disclaimer of All Other Warranties. CUSTOMER AGREES THAT ITS ACCESS TO, AND USE OF, THE PRODUCTS AND SERVICES ARE ON AN "AS-IS," AND "AS AVAILABLE" BASIS. CUSTOMER ACKNOWLEDGES THAT ASSESSING ACCESSIBILITY AND REMEDIATION IS HIGHLY COMPLEX, SUBJECTIVE AND CHANGEABLE, AND AS SUCH, ACHIEVING ABSOLUTE OR TOTAL COMPLIANCE IS NOT POSSIBLE. ADASC MAKES NO WARRANTY THAT THE SERVICES WILL FIND ALL ACCESSIBILITY CONCERNS IN CUSTOMER'S WEBSITES, APPS, PDFS OR SERVER(S), OR THAT THE SUGESTED SOLUTIONS AND ADVICE PROVIDED IN ANY REPORT ADASC MAY PROVIDE TO CUSTOMER FROM TIME TO TIME WILL BE COMPLETE OR ERROR-FREE. WHILE TECHNOLOGICAL AUDITING SUCH AS THAT PROVIDED BY ADASC (WHICH TYPICALLY CAN DETECT APPROXIMATELY 30% OF ACCESSIBLITY ISSUES) MAY BE A GOOD STARTING POINT IN CUSTOMER'S EFFORTS TOWARD COMPLIANCE, HUMAN EXPERT AUDITING IS ALSO NECESSARY. THEREFORE. ADASC STRONGLY RECOMMENDS THAT CUSTOMER REGUARLY ENGAGE IN HUMAN **EXPERT** AUDITING AND

TECHNOLOGICAL AUDITING OF ITS WEBSITE(S), APP(S) AND SERVER(S) IN ORDER TO ASSURE THE HIGHEST POSSIBLE LEVEL OF ACCESSIBILITY, COMPLIANCE AND USABLITY. ADASC DOES NOT GUARANTEE ANY SPECIFIC LEVEL OF ACCESSIBILITY OR COMPLIANCE AND ASSUMES NO RESPONSIBILITY IN THE EVENT A CLAIM IS MADE AGAINST CUSTOMER BASED UPON OR ALLEGING A LACK OF OR FAILURE IN ACCESSIBILITY OR COMPLIANCE WITH APPLICABLE ACCESSIBILITY LAWS, REGULATIONS AND/OR STANDARDS. ADASC SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

5.3. Customer's Covenant of Compliance with Laws. Customer is solely responsible for complying with all applicable laws pertaining to Customer's website, web applications and business, including, without limitation, tax laws, laws governing electronic commerce, US Export laws and laws related to accessibility. Customer agrees to indemnify, defend and hold ADASC harmless from any claims, losses or proceedings, including ADASC's reasonable attorneys' and experts' fees incurred in defending any such claim or proceeding, arising out of Customer's breach of this Section. This Section survives termination of this Agreement for any reason.

6. CONFIDENTIALITY & NON-SOLICITATION.

6.1 Confidentiality. Except as provided in ADASC's Privacy Policy that may be accessed at www.adasitecompliance.com, and incorporated herein by reference, ADASC and Customer each agree to hold the other's Confidential Information in confidence and not to disclose it to any third party without the prior written consent of the disclosing party. Each Party agrees to use the Confidential Information of the disclosing party only for purpose of performing the Party's obligations under this Agreement. Further, the receiving party shall use the same degree of care it uses with respect to its own Confidential Information to prevent the unauthorized disclosure to a third party of any Confidential Information of the disclosing party, but in no event less than reasonable care. As used in this Agreement, "Confidential Information" shall mean non-public, proprietary information including, without limitation, any information, technical data or know-how relating to ideas, inventions, concepts, software, designs, specifications, processes, data, source code, object code, research and development, and information related to finances, costs, prices, vendors, customers and employees which is disclosed by a Party or on its behalf whether before, on or after the date hereof, directly or indirectly, in writing, orally or by visual inspection, to the other Party or any of its employees or agents. The obligations to protect Confidential Information under this section shall not apply to information which: (a) is or becomes publicly known through no act or failure to act on the part of the receiving party; (b) was rightfully in the receiving party's possession prior to disclosure by the

disclosing party; (c) became rightfully known to the receiving party, without confidentiality restrictions, from a source other than the disclosing party; (d) is approved by the disclosing party for disclosure; (e) is or was developed independently by the receiving party without use of the Confidential Information and without violation of any confidentiality restriction; or (f) is required to be disclosed by law.

6.2. Non-Solicitation. The parties recognize that their respective employees, contractors and consultants (and such persons' loyalty and services), constitute valuable assets of each Party. Accordingly, neither Party shall, during the Term and for a period of one (1) year thereafter, directly or indirectly solicit, employ, offer to employ, nor engage as a consultant, any employee, any sub-contractor or independent consultant of the other Party with whom such Party had contact pursuant to this Agreement, except that nothing herein shall prevent the hiring of a person who responds to a general advertisement or solicitation. The remedy at law for any breach of the foregoing provisions may be inadequate and, in addition to any other remedy it might have, the aggrieved party shall be entitled to seek injunctive relief without proof of irreparable injury and without posting bond. This Section survives termination of this Agreement for any reason.

7. INTELLECTUAL PROPERTY.

7.1. ADASC Materials. Except as provided herein, as between the Parties, ADASC shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights (collectively, "IP") of ADASC used in or otherwise associated with the Services, Deliverables and Products provided to Customer hereunder, and (ii) all works, designs, trade secrets, technical specifications and data, know-how and show-how, inventions, concepts, ideas, and improvements which are authored, conceived, devised, developed, reduced to practice or otherwise obtained by ADASC which arise out of ADASC's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively "ADASC Materials"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive ADASC of any of its intellectual property or other proprietary interests associated therewith. Subject to the foregoing, ADASC grants Customer a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Products, Deliverables and the ADASC Materials in connection with the ordinary and intended use by Customer thereof as provided hereunder and in the applicable SOW, including viewing, downloading and printing the Deliverables for Customer's internal use without posting, distributing or modifying the same, and without in any case removing ADASC's copyright, trademark or other intellectual property ownership notices.

7.2. Customer Materials; Publicity and Trademarks. Except as provided herein, as between the Parties, Customer shall retain all right, title, and interest in and to all IP of Customer provided or made available to ADASC in connection with ADASC's Services (collectively "Customer Materials") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Customer of any of its intellectual property or other proprietary interests associated therewith. Subject to the foregoing, Customer grants ADASC a non-exclusive, non-transferable worldwide limited right and license to access and use such Customer Materials in connection with the provision of the Services, Products and Deliverables to Customer hereunder. Further, Customer permits ADASC to identify Customer as a customer of ADASC in ADASC's marketing materials (including using Customer's name and logo for such limited purposes).

7.3 Right to Display ADASC Compliance Shield / Accessibility Policy. If authorized by ADASC, Customer may display an ADASC-provided compliance shield and customized accessibility policy on its websites or web applications. The provided ADASC compliance shield and customized accessibility policy shall remain under the full ownership and control of ADASC. ADASC shall retain the right at any time and in its sole discretion to withdraw its authorization to display such compliance shield and customized accessibility policy. Customer is expressly prohibited from using an ADASC compliance shield and customized accessibility policy for any purpose not specifically authorized by this Agreement or by an applicable SOW, and in no event may use such shield for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

8. INDEMNITY.

8.1 Customer agrees to indemnify, hold harmless, and defend ADASC, its officers, directors, employees, agents, representatives, insurers and affiliates from and against all damages, losses, liabilities, penalties, costs or expenses (including reasonable attorneys' fees and expenses) relating to, caused by or arising out of (i) Customer's breach of this Agreement or (ii) any claim, demand, litigation, suit, proceeding, judgment or other legal action initiated by any party other than Customer and based on, arising from or related to Customer's use of the Services or Products (other than claims that the Deliverables or Products infringe a third party's intellectual property rights).

9. LIMITATIONS OF LIABILITY.

9.1 In no event shall ADASC be liable to Customer or any other party for any incidental, special, indirect, exemplary, or consequential damages of any kind, including, without limitation, lost profits, loss of time, money, data or goodwill, which may arise out of this Agreement (including any SOW) or the performance

hereof, regardless of whether ADASC has been advised, has reason to know, or in fact knows of the possibility thereof. In no event shall ADASC be liable to Customer for (i) any unauthorized access to or alteration of transmissions or data; or (ii) any server, network or website issues caused directly or indirectly by ADASC's technological and/or human expert accessibility testing, scanning and/or auditing processes. If, notwithstanding the other provisions of this Agreement, ADASC is found to be liable to Customer for any damage or loss which arises out of or relates to this Agreement or Customer's use of the Services or Products, ADASC's liability shall in no event exceed the lesser of (i) the actual damages of Customer and (ii) the total of any fees paid by Customer to ADASC in the six (6) months prior to the date of the initial claim made by Customer against ADASC. Any Claim for damages against ADASC hereunder must be made within one (1) year of the occurrence of the incident to which such claim relates or be forever barred. The limitations and exclusions set forth in this Section shall apply to all claims or causes of action, whether liability is asserted in contract or tort. This sub-paragraph shall survive termination of this Agreement. Customer understands that the limitations set forth above allocate the risks under this agreement between ADASC and Customer and that ADASC's pricing reflects and is conditional upon this allocation of risk and limitation of liability. These limitations shall apply notwithstanding any breach of a fundamental term of this Agreement, or the failure of essential purpose of any limited remedy. The Services in no event include ADASC acting as an expert witness on Client's behalf or otherwise providing litigation support services. In the event that ADASC is requested, pursuant to subpoena or order issued pursuant to a valid legal process, to provide testimony or produce documents relating to the Services in judicial or administrative proceedings to which ADASC is not a Party or to which ADASC is named as a co-defendant with Client, ADASC shall, unless expressly prohibited by law, notify Client of the request within a reasonable period of time under the circumstances and, to the extent practicable, prior to providing any response. ADASC shall be reimbursed by Client at ADASC's then-standard billing rates for ADASC's professional time and expenses, including reasonable attorneys' fees, incurred in responding to such request. Client shall be permitted all reasonable opportunities under the circumstances to protect their privileges and interests at their own cost and expense, and ADASC shall take all steps reasonably necessary or appropriate under the circumstances to permit them to assert all applicable rights and privileges with regard to the requested materials in the appropriate forums, and shall cooperate with them in a commercially reasonable manner in any proceeding relating to the disclosure sought.

9.2 Customer acknowledges and agrees that for ADASC to perform the Services, it must, in some cases, give ADASC remote access to areas behind logins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, the "System"), and agrees that it will furnish to ADASC all necessary information and/or user names and passwords required to do so. ADASC agrees to follow commercially reasonable security policies for accessing Customer's System including any specific

security procedures as may be communicated to ADASC by Customer in writing prior to ADASC accessing the System. Notwithstanding the foregoing, Customer acknowledges that access is given to ADASC at Customer's sole risk and peril. Customer acknowledges that it has created a backup copy of all data that may be affected by ADASC's access to the system. ADASC shall not be responsible for creating backup copies of such data and information, and in no event shall ADASC be responsible for any direct or indirect damage or other problems arising out of or caused by ADASC's access to customer's system to perform the Services.

10. GENERAL PROVISIONS.

- **10.1. Order of Precedence.** The terms of this Agreement and any SOW are intended to complement each other, and to the extent they conflict, the terms of any SOW shall supersede conflicting terms and conditions in this Agreement, but solely with respect to Services or Products provided pursuant to such SOW.
- **10.2. Subcontractors.** Unless otherwise provided in a SOW, ADASC may provide Services hereunder through subcontractors and/or affiliates.
- 10.3. Dispute Resolution. Before initiating any legal claim or action (except with respect to equitable relief), the Parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, a "Dispute") through discussions which shall be initiated upon written notice of a Dispute by either Party to the other Party. If the Parties cannot resolve the Dispute within ten business days, then the Parties shall attempt to settle the Dispute by mediation, and if mediation is unsuccessful, then by arbitration held in Palm Beach County, Florida pursuant to the Rules of the American Arbitration Association. The Parties hereby consent to the exclusive jurisdiction of the federal and state courts in Palm Beach County, Florida for purposes of any claims for equitable relief related to this Agreement and waive any defense of inconvenient forum. The prevailing party in any such dispute shall be entitled to claim from the arbitrator or court its costs and fees incurred in litigating any such dispute, including reasonable attorney's fees, court and experts' costs through all appeals.
- **10.4. Status.** ADASC is an independent contractor and not an employee, agent or representative of Customer. Nothing in this Agreement shall be construed as creating an employer-employee, partnership, joint venture or agency relationship.
- **10.5. Notices.** Any notice required or permitted hereunder shall be in writing and shall be deemed duly given if delivered to a Party at its address set forth in the signature block of the latest SOW (or the most recent address provided by such Party for notice purposes) by (i) hand delivery, (ii) certified mail, postage prepaid, return receipt requested, or (iii) recognized overnight delivery service.

A notice shall be deemed received on date of delivery, if hand delivered or delivered by overnight delivery service (as reflected in the carrier's records), or five (5) days from date of mailing, if mailed by certified mail.

- **10.6. Entire Agreement; Severability.** This Agreement, together with any SOWs, sets forth the entire agreement of the Parties, and supersedes any prior agreements or statements with respect to the subject matter hereof. If any part of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement will remain in full force and effect and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.
- **10.7. Assignment.** This Agreement may not be assigned by Customer except with the prior written consent of ADASC. ADASC may assign this Agreement without Customer's consent to the purchaser in connection with a sale of ADASC's business, provided the purchaser agrees to assume all obligations of ADASC hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and lawful permitted assigns.
- **10.8. Amendments and Waivers.** This Agreement may be amended or modified only by a written instrument duly executed by each Party. No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the Party who might assert such breach. Any failure or delay by either Party to exercise any right, power, or privilege under the Agreement shall not be deemed a waiver of any such right, power, or privilege under the Agreement on that or any subsequent occasion.
- **10.9. Governing Law.** This Agreement shall be governed by the laws of the State of Florida, without reference to conflicts of law principles that would cause the application of the law of any other jurisdiction.
- **10.10. Force Majeure.** If either Party is prevented from performing any of its obligations under this Agreement due to any cause beyond the Party's reasonable control, including, without limitations, an "act of God," fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that Party's performance will be extended for the period of the delay or inability to perform due to such occurrence.
- **10.11. Survival.** In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties & Covenants), Section 6 (Confidentiality & Non-Solicitation), Section 7 (Intellectual Property), Section 8 (Indemnity), Section 9 (Limitation of Liability), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

10.12 Waiver Any waiver by either Party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such Party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

10.13 Counterparts. By using ADASC's Services, Customer consents to have this Agreement provided in electronic/digital form. Please print a copy of this document for your records. This Agreement and any modification may be executed and delivered (including by facsimile, portable document format (.pdf) transmission, or via any online e-signature platform) in one or more counterparts, and by each Party in separate counterparts, each of which when executed will be deemed to be an original, and all of which taken together will constitute one and the same Agreement.

10.14 No Construction Against the Drafter. In the interpretation of this Agreement, the 'contra proferentem' rule of contract construction shall not apply, this Agreement being the product of negotiations between commercially sophisticated Parties, and therefore shall not be interpreted in favor of or against any Party by the sole reason of the extent to which such Party or its professional advisors participated or did not participate in the drafting of this Agreement.

10.15 Headings. Headings included herein are for convenience only and shall not be used to construe or interpret this Agreement.

In witness whereof, the Parties have, by their duly authorized representatives, executed this Master Services Agreement as of the date first set forth above.

ADA SITE COMPLIANCE, LLC	EASTON PARK CDD
By:	By:
Name:	Name:
Title:	Title: