

EASTON PARK
Community Development District

Inframark, Infrastructure Management Services
210 North University Drive, Suite 702 • Coral Springs, Florida 33071
Telephone: (954) 603-0033 • Fax: (954) 345-1292

February 10, 2022

Board of Supervisors
Easton Park Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Easton Park Community Development District is scheduled for **Thursday, February 17, 2022 at 4:30 p.m.** at the Heritage Isles Golf & Country Club, 10630 Plantation Bay Drive, Tampa Florida. Following is the meeting agenda

- 1. Call to Order/Roll Call**
- 2. Audience Comments**
- 3. Staff Reports**
 - A. District Engineer
 - B. District Counsel
 - C. Landscaper Maintenance Report – Sunrise
 - i. Discussion of Plant Replacements
 - D. Aquatic Maintenance Report – Solitude
 - E. District Manager
 - i. Discussion of Proposal Monument Refresh tabled until March
- 4. Approval of the Consent Agenda**
 - A. January 20, 2022 Meeting Minutes
 - B. Financial Statements – January 2022
 - C. Approval of Irrigation Contract with Morris Bridge Manors
- 5. Supervisor Request and Comments**
- 6. Adjournment**

The next meeting is scheduled for March 17, 2022

Any supporting material for the items listed above not included in the agenda package will be provided as soon as they are available, or they will be distributed at the meeting. I look forward to seeing you at the meeting, but in the meantime if you have any questions, please contact me.

Sincerely,
Mark Vega
Mark Vega
District Manager

Third Order of Business

3C.

3Ci.



Customer:

Easton Park CDD
Pictorial Park Dr
Tampa, FL 33647
Office #
Cell # 813-295-5455
Email: mark.vega@inframark.com

Account Owner:

Aaron Frazier
afrazier@sunriselandscape.com
Date: 2/8/2022

Landscape Upgrade

Estimate provided for plant replacements at the main entrance. Landscape entry ways suffered significant damage from multiple days of freezing temperatures.



Enhancement

Items	Quantity	Unit	
Labor - Enhancement	80.00	Hr	
Ixoras Maui	100.00	ea	
Arboricolas	120.00	ea	
Blue Daze	250.00	ea	
Azaleas	120.00	ea	
Croton Mammey	100.00	ea	
Dump Fees	600.00	Dollars	
Red Mulch Touch - up	4.00	cuyd	
			Enhancement: \$13,763.22
			<hr/>
			PROJECT TOTAL: \$13,763.22

Terms & Conditions

Sod totals are approximate.

Field measurements will be used at close of project to determine exact amounts used and price will be adjusted accordingly.

Trees, sod, and plant material exposed to frost and/or freezing conditions cannot be guaranteed.

Clean up of site limited to debris and waste generated by this contractor.

If extraneous or deleterious materials or conditions detrimental to plant growth or installation of any material are encountered, an on-site review will be done, and the General Contractor, Owner's Representative, or Owner notified of recommendations and the costs involved for remedial actions.

Customer is solely responsible for all underground obstructions, including without limitation utility lines, limerock, and construction debris. Sunrise Landscape reserves the right to pass onto the Customer any additional actual costs it incurs if unusual or unanticipated ground conditions such as rock formations or other underground obstructions impede the installation contemplated under this Contract.

The Owner shall properly maintain trees and plant materials after final acceptance in order to maintain unobstructed visibility for pedestrians and vehicles.

These notes become part of any contract or agreement entered into unless specific exceptions are made in writing stating otherwise, adding to or deleting from scope of work.

Watering Restrictions: Sunrise Landscape is bound by local water restrictions which may in fact result in irreparable stress and /or demise of landscape plant material and turf. Sunrise Landscape cannot be held responsible for long or short term drought related stress, damage, or demise of landscape plant material and turf with regards to restricted irrigation regulations over which Sunrise Landscape has no direct control.

Any work or items not specifically included are excluded.

Annuals are excluded from warranty / guarantee.

Irrigation is not included in this proposal. Landscaping without automated irrigation cannot be guaranteed.

Lien: According to Florida's Construction Lien Law (sections 713.001-713.37, Florida Statutes), those who work on your property or provide materials and are not paid in full have a right to enforce their claim against your property. This claim is known as a construction lien. If your contractor or a subcontractor fails to pay subcontractors, sub-subcontractors, or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your contractor in full. If you fail to pay your contractor, your contractor may also have a lien on your property. This means if a lien is filed your property could be sold against your will to pay for labor, materials, or other services that your contractor or a subcontractor may have failed to pay. Florida's Construction Lien Law is complex and it is recommended that whenever a specific problem arises, you consult an attorney.

Attorney Fees: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

By 

Aaron Frazier

Date 2/8/2022

Sunrise Landscape

By _____

Date _____

Easton Park CDD











Fourth Order of Business

4A.

**MINUTES OF MEETING
EASTON PARK
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Easton Park Community Development District held a Regular Meeting on Thursday, January 20, 2022 at 4:30 p.m. at the Heritage Isles Golf & Country Club located at 10630 Plantation Bay Drive, Tampa FL 33647.

Present and constituting a quorum were:

Paul Meier	Chairperson
Arnold Sails	Vice Chairperson
Perry Blackburn	Assistant Secretary
Lisa Murphy	Assistant Secretary

Also present were:

Mark Vega	District Manager
David Jackson	District Counsel

The following is a summary of the minutes and actions taken.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Vega called the meeting to order and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS

Audience Comments

No Audience comments were received.

THIRD ORDER OF BUSINESS

Staff Reports

A. District Engineer

i. Discussion of Stormwater Mitigation Credit Recertification for Easton Park CDD

- Ms. Stewart completed.

B. District Counsel

- None.

C. Landscaper Maintenance Report – Sunrise

- Mr. Frazier stated the roundabout some brown spots and that is the because the herbicides have killed the weeds and the grass should fill in by Spring.
- Mr. Sails stated that the bushes should bever cover up the deed restricted signs.
- Annuals will go in next week and mowing and detailing will start on Friday.

D. Aquatic Maintenance Report – Solitude

- Mr. Wilt stated Pond 33 had perimeter algae and Pond 20 has a little algae. Site 13 we have night and day different, and he will feature it in the next report.
- Pond 36 still has dumping in it and Mr. Vega will follow up with Solitude on a turbidity barrier.
- Mr. Vega will get signs for the area.

E. District Manager**i. Discussion of Proposal Monument Refresh**

- This item tabled until March when the general contractor can attend in person.

FOURTH ORDER OF BUSINESS**Consent Agenda****A. Approval of December 16, 2021 Meeting Minutes****B. Approval of Financial Statements – December 2021**

On MOTION by Ms. Murphy seconded by Mr. Sails with all in favor, the Consent Agenda was approved. 4/0

FIFTH ORDER OF BUSINESS**Supervisor Requests and Comments**

- Ms. Murphy:
 - Pond 15 construction in the trees. Mr. Vega will follow up and perform an onsite visit to see what construction has occurred on CDD property behind the residents' home.
 - Get a quote for islands for electricity.
 - New sign for No Fishing and No Trespassing sign needed.
 - Street sign at the end of Ancient Futures was run over and needs to be replaced.
- Mr. Blackburn raised a question of speed tables on pictorial. Ask Ms. Stewart.
- Mr. Sails noted lights in the roundabout stay on all the time. Have a handyman check it.
- Mr. Meier inquired where the HOA money and MI money for holiday lights is.

SIXTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Sails seconded by Ms. Murphy with all in favor the meeting was adjourned. 4/0

Mark Vega, Secretary

4B.

EASTON PARK
Community Development District

Financial Report

January 31, 2022

Prepared By



EASTON PARK

Community Development District

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EASTON PARK
Community Development District

Financial Statements

(Unaudited)

January 31, 2022

Balance Sheet
January 31, 2022

ACCOUNT DESCRIPTION	GENERAL FUND	DEBT SERVICE FUND - SERIES 2017	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 558,694	\$ -	\$ 558,694
Investments:			
Reserve Fund	-	123,908	123,908
Revenue Fund	-	53,632	53,632
Deposits	2,735	-	2,735
TOTAL ASSETS	\$ 561,429	\$ 177,540	\$ 738,969
<u>LIABILITIES</u>			
Accounts Payable	\$ 4,411	\$ -	\$ 4,411
Accrued Expenses	22,660	-	22,660
TOTAL LIABILITIES	27,071	-	27,071
<u>FUND BALANCES</u>			
Nonspendable:			
Deposits	2,735	-	2,735
Restricted for:			
Debt Service	-	177,540	177,540
Unassigned:	531,623	-	531,623
TOTAL FUND BALANCES	\$ 534,358	\$ 177,540	\$ 711,898
TOTAL LIABILITIES & FUND BALANCES	\$ 561,429	\$ 177,540	\$ 738,969

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ -	\$ -	\$ -
Special Assmnts- Tax Collector	621,781	586,530	582,662	(3,868)
Special Assmnts- Discounts	(24,871)	(23,461)	(23,226)	235
TOTAL REVENUES	596,910	563,069	559,436	(3,633)
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	12,000	4,000	4,000	-
ProfServ-Arbitrage Rebate	900	900	-	900
ProfServ-Dissemination Agent	1,100	1,100	-	1,100
ProfServ-Engineering	5,000	1,667	1,432	235
ProfServ-Legal Services	5,000	1,667	750	917
ProfServ-Mgmt Consulting	52,598	17,533	17,533	-
ProfServ-Trustee Fees	3,658	3,658	-	3,658
Auditing Services	4,000	-	-	-
Website Hosting/Email services	1,538	513	769	(256)
Miscellaneous Mailings	1,000	333	406	(73)
Insurance - General Liability	2,537	2,537	2,472	65
Legal Advertising	1,000	333	254	79
Misc-Assessment Collection Cost	12,436	11,731	11,189	542
Bank Fees	300	100	125	(25)
Annual District Filing Fee	175	175	175	-
Total Administration	103,242	46,247	39,105	7,142
<u>Electric Utility Services</u>				
Electricity - Streetlights	114,000	38,000	40,060	(2,060)
Utility - Irrigation	4,000	1,333	2,354	(1,021)
Utility - Fountains	5,000	1,667	2,176	(509)
Utility - Roundabout Lights	500	167	99	68
Street Light Bond	600	600	600	-
Total Electric Utility Services	124,100	41,767	45,289	(3,522)

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Stormwater Control</u>				
Contracts-Aquatic Control	30,120	10,040	10,040	-
R&M-Stormwater System	1,000	333	-	333
R&M Lake & Pond Bank	2,500	833	-	833
Invasive Plant Removal	20,000	6,667	4,900	1,767
Fountain Maintenance	10,000	3,333	7,323	(3,990)
Total Stormwater Control	63,620	21,206	22,263	(1,057)
<u>Other Physical Environment</u>				
Contracts-Landscape	145,000	48,333	48,762	(429)
Insurance - Property	2,819	2,819	2,754	65
Insurance - General Liability	2,171	2,171	2,106	65
R&M-Irrigation	20,000	6,667	4,362	2,305
Landscape - Annuals	18,500	6,167	-	6,167
Landscape - Mulch	11,400	3,800	12,540	(8,740)
Landscape Replacement	20,000	6,667	-	6,667
Rust Prevention	7,140	2,380	2,380	-
Entry & Walls Maintenance	2,500	833	7,792	(6,959)
Ornamental Lighting & Maint.	1,500	500	-	500
Holiday Lighting & Decorations	24,600	24,600	40,000	(15,400)
Total Other Physical Environment	255,630	104,937	120,696	(15,759)
<u>Security Operations</u>				
Security System Monitoring & Maint.	5,800	1,933	4,069	(2,136)
Internet Services	1,300	433	460	(27)
Total Security Operations	7,100	2,366	4,529	(2,163)
<u>Contingency</u>				
Miscellaneous Expenses	1,418	473	1,350	(877)
Total Contingency	1,418	473	1,350	(877)

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Road and Street Facilities</u>				
Sidewalk Pressure Washing	4,800	1,600	-	1,600
Total Road and Street Facilities	4,800	1,600	-	1,600
<u>Reserves</u>				
Reserve	37,000	37,000	-	37,000
Total Reserves	37,000	37,000	-	37,000
TOTAL EXPENDITURES & RESERVES	596,910	255,596	233,232	22,364
Excess (deficiency) of revenues				
Over (under) expenditures	-	307,473	326,204	18,731
Net change in fund balance	\$ -	\$ 307,473	\$ 326,204	\$ 18,731
FUND BALANCE, BEGINNING (OCT 1, 2021)	208,154	192,623	208,154	
FUND BALANCE, ENDING	\$ 208,154	\$ 500,096	\$ 534,358	

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ -	\$ -	\$ 14	\$ 14
Special Assmnts- Tax Collector	438,990	414,102	411,371	(2,731)
Special Assmnts- Discounts	(17,560)	(16,564)	(16,398)	166
TOTAL REVENUES	421,430	397,538	394,987	(2,551)
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	8,780	8,282	7,899	383
Total Administration	8,780	8,282	7,899	383
Debt Service				
Principal Debt Retirement	240,000	-	-	-
Principal Prepayments	-	-	10,000	(10,000)
Interest Expense	176,050	88,025	88,025	-
Total Debt Service	416,050	88,025	98,025	(10,000)
TOTAL EXPENDITURES	424,830	96,307	105,924	(9,617)
Excess (deficiency) of revenues Over (under) expenditures	(3,400)	301,231	289,063	(12,168)
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	(3,400)	-	-	-
TOTAL FINANCING SOURCES (USES)	(3,400)	-	-	-
Net change in fund balance	\$ (3,400)	\$ 301,231	\$ 289,063	\$ (12,168)
FUND BALANCE, BEGINNING (OCT 1, 2021)	275,550	275,550	275,550	
FUND BALANCE, ENDING	\$ 272,150	\$ 576,781	\$ 177,540	

EASTON PARK
Community Development District

Supporting Schedules

January 31, 2022

EASTON PARK
Community Development District

Non-Ad Valorem Special Assessments - Hillsborough County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2022

					ALLOCATION BY FUND	
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund	Debt Service Fund
Assessments Levied FY22				\$ 1,060,770	\$ 621,781	\$ 438,990
Allocation %				100%	59%	41%
11/02/21	\$ 16,244	\$ 807	\$ 332	\$ 17,383	\$ 10,189	\$ 7,194
11/17/21	\$ 79,382	\$ 3,375	\$ 1,620	\$ 84,377	\$ 49,459	\$ 34,919
11/23/21	\$ 156,666	\$ 6,661	\$ 3,197	\$ 166,524	\$ 97,610	\$ 68,914
11/29/21	\$ 523,972	\$ 22,278	\$ 10,693	\$ 556,943	\$ 326,458	\$ 230,486
12/07/21	\$ 95,220	\$ 4,048	\$ 1,943	\$ 101,211	\$ 59,326	\$ 41,885
12/09/21	\$ 41,441	\$ 1,697	\$ 846	\$ 43,983	\$ 25,781	\$ 18,202
01/04/22	\$ 22,395	\$ 758	\$ 457	\$ 23,610	\$ 13,839	\$ 9,771
TOTAL	\$ 935,320	\$ 39,625	\$ 19,088	\$ 994,032	\$ 582,662	\$ 411,371
% COLLECTED				94%	94%	94%
TOTAL OUTSTANDING				\$ 66,740	\$ 39,120	\$ 27,620

EASTON PARK

Community Development District

All Funds**Cash and Investment
January 31, 2022****GENERAL FUND**

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>		<u>Balance</u>
Checking Account - Operating	Hancock Whitney	Checking account	n/a	0.00%		\$ 558,694
Subtotal						\$ 558,694
Series 2017 Debt Service Reserve	Hancock Whitney	Open-Ended Comm. Paper	n/a	0.03%	*	\$ 123,908
Series 2017 Revenue Fund	Hancock Whitney	Open-Ended Comm. Paper	n/a	0.03%	*	\$ 53,632
Subtotal						\$ 177,541
Total						\$ 736,234

*Balances are not current due to statements not available at due time of financials.

Easton Park CDD

Bank Reconciliation

Bank Account No. 1334 Hancock Whitney Bank GF
Statement No. 1/22
Statement Date 1/31/2022

G/L Balance (LCY)	558,693.73	Statement Balance	562,846.73
G/L Balance	558,693.73	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	562,846.73
Subtotal	558,693.73	Outstanding Checks	4,153.00
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	558,693.73	Ending Balance	558,693.73
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
11/4/2021	Payment	3115	PERRY BLACKBURN	200.00	0.00	200.00
1/24/2022	Payment	3150	SOLITUDE LAKE MANAGEMENT LLC	3,908.00	0.00	3,908.00
1/26/2022	Payment	3151	COMPLETE I.T.	45.00	0.00	45.00
Total Outstanding Checks.....				4,153.00		4,153.00

EASTON PARK COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 1/1/22 to 1/31/22

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
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HANCOCK WHITNEY BANK GF - (ACCT#XXXXX1334)

CHECK # 3140

01/03/22	Vendor	COMPLETE I.T.	7863	Dec 2021 Security Software Fee	SECURITY SYSTEM MONITORING & MAINT.	001-546479-53935	\$45.00
01/03/22	Vendor	COMPLETE I.T.	7866	CAMERAS ACS	SECURITY SYSTEM MONITORING & MAINT.	001-546479-53935	\$213.00
Check Total							\$258.00

CHECK # 3141

01/03/22	Vendor	FED EX	7-599-70600	Shipping Fees- Agenda Packages	MISCELLANEOUS MAILINGS	001-541030-51301	\$45.72
Check Total							\$45.72

CHECK # 3142

01/03/22	Vendor	ILLUMINATIONS HOLIDAY LIGHTING LLC	516121	HOLIDAY LIGHTING- EXIT/ENTRANCE	Final Bill	001-549940-53908	\$4,925.00
Check Total							\$4,925.00

CHECK # 3143

01/05/22	Vendor	COMPLETE I.T.	6521	Eagle Eye Cameras/Software	SECURITY SYSTEM MONITORING & MAINT.	001-546479-53935	\$3,270.95
Check Total							\$3,270.95

CHECK # 3144

01/05/22	Vendor	ILLUMINATIONS HOLIDAY LIGHTING LLC	5161221	Lighting Installation	HOLIDAY LIGHTING & DECORATIONS	001-549940-53908	\$15,750.00
Check Total							\$15,750.00

CHECK # 3145

01/05/22	Vendor	INNERSYNC, LTD	20063	Website/Compliance Services	WEBSITE HOSTING/EMAIL SERVICES	001-534369-51301	\$384.38
Check Total							\$384.38

CHECK # 3146

01/06/22	Vendor	SR LANDSCAPING LLC	3948	Landscape Maint Jan 2022	Contracts-Landscape	001-534050-53908	\$11,666.66
Check Total							\$11,666.66

CHECK # 3147

01/11/22	Vendor	HANCOCK WHITNEY BANK	090772021-5725	Trsfr 2017 DS Assessments	DUE FROM OTHER FUNDS	131000	\$387,072.93
Check Total							\$387,072.93

CHECK # 3148

01/24/22	Vendor	INFRAMARK, LLC	72149	JAN 2022 MGMT FEES	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$4,383.17
01/24/22	Vendor	INFRAMARK, LLC	72149	JAN 2022 MGMT FEES	POSTAGE	001-541030-51301	\$2.12
01/24/22	Vendor	INFRAMARK, LLC	72149	JAN 2022 MGMT FEES	COPIES	001-541030-51301	\$14.86
01/24/22	Vendor	INFRAMARK, LLC	72149	JAN 2022 MGMT FEES	AGENDA BOOKS	001-541030-51301	\$30.00
Check Total							\$4,430.15

EASTON PARK COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 1/1/22 to 1/31/22

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 3149							
01/24/22	Vendor	RUST-OFF LLC	33525	CHEMICAL FOR RUST PREVENTION	RUST PREVENTION	001-546452-53908	\$595.00
Check Total							<u>\$595.00</u>
CHECK # 3150							
01/24/22	Vendor	SOLITUDE LAKE MANAGEMENT LLC	PI-A00737280	Fountain Maintenance 1/1-3/31/22	FOUNTAIN MAINTENANCE	001-546472-53805	\$173.00
01/24/22	Vendor	SOLITUDE LAKE MANAGEMENT LLC	PI-A00737281	Lake/Pond Maintenance Jan 2022	AQUATIC MAINTENANCE	001-546995-53805	\$2,510.00
01/24/22	Vendor	SOLITUDE LAKE MANAGEMENT LLC	PI-A00737281	Lake/Pond Maintenance Jan 2022	INVASIVE PLANT REMOVAL	001-546242-53805	\$1,225.00
Check Total							<u>\$3,908.00</u>
CHECK # 3151							
01/26/22	Vendor	COMPLETE I.T.	8013	JAN 2022 Security Software Fee	SECURITY SYSTEM MONITORING & MAINT.	001-546479-53935	\$45.00
Check Total							<u>\$45.00</u>
ACH #DD219							
01/07/22	Vendor	ARNOLD SAILS	123021	Board Pay 12/16/21 Meeting	P/R-BOARD OF SUPERVISORS	001-511001-51101	\$200.00
ACH Total							<u>\$200.00</u>
ACH #DD220							
01/07/22	Vendor	LISA LANDIS MURPHY	123021	Board Pay 12/16/21 Meeting	P/R-BOARD OF SUPERVISORS	001-511001-51101	\$200.00
ACH Total							<u>\$200.00</u>
ACH #DD221							
01/07/22	Vendor	PAUL MEIER	123021	Board Pay 12/16/21 Meeting	P/R-BOARD OF SUPERVISORS	001-511001-51101	\$200.00
ACH Total							<u>\$200.00</u>
ACH #DD222							
01/07/22	Vendor	PERRY BLACKBURN	123021	Board Pay 12/16/21 Meeting	P/R-BOARD OF SUPERVISORS	001-511001-51101	\$200.00
ACH Total							<u>\$200.00</u>
ACH #DD223							
01/28/22	Vendor	ARNOLD SAILS	012122 ACH	BOARD PAY- MEETING 1/20/22	P/R-BOARD OF SUPERVISORS	001-511001-51101	\$200.00
ACH Total							<u>\$200.00</u>
ACH #DD224							
01/28/22	Vendor	LISA LANDIS MURPHY	012122 ACH	BOARD PAY- 1/20/22 MEETING	P/R-BOARD OF SUPERVISORS	001-511001-51101	\$200.00
ACH Total							<u>\$200.00</u>
ACH #DD225							
01/28/22	Vendor	PAUL MEIER	012122 ACH	BOARD PAY- MEETING 1/20/22	P/R-BOARD OF SUPERVISORS	001-511001-51101	\$200.00
ACH Total							<u>\$200.00</u>

EASTON PARK COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 1/1/22 to 1/31/22

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
ACH #DD226							
01/28/22	Vendor	PERRY BLACKBURN	012122 ACH	BOARD PAY- MEETING 1/20/22	P/R-BOARD OF SUPERVISORS	001-511001-51101	\$200.00
ACH Total							<u>\$200.00</u>
ACH #DD227							
01/21/22	Vendor	TECO ACH	010622 ACH	***Voided Voided****			\$0.00
01/21/22	Vendor	TECO ACH	010622 ACH	***Voided Voided****			\$0.00
01/21/22	Vendor	TECO ACH	010622 ACH	***Voided Voided****			\$0.00
01/21/22	Vendor	TECO ACH	010622 ACH	***Voided Voided****			\$0.00
ACH Total							<u>\$0.00</u>
ACH #DD229							
01/25/22	Vendor	TECO ACH	010622 ACH	SERVICE 11/6/21-12/8/21	UTILITY - IRRIGATION	001-543014-53100	\$310.73
01/25/22	Vendor	TECO ACH	010622 ACH	SERVICE 11/6/21-12/8/21	ELECTRICITY - STREETLIGHTING	001-543013-53100	\$10,063.71
01/25/22	Vendor	TECO ACH	010622 ACH	SERVICE 11/6/21-12/8/21	UTILITY - FOUNTAINS	001-543085-53100	\$647.64
01/25/22	Vendor	TECO ACH	010622 ACH	SERVICE 11/6/21-12/8/21	UTILITY - ROUNDABOUT LIGHTS	001-543090-53100	\$74.95
01/25/22	Vendor	TECO ACH	CR-010622 ACH	DEPOSIT CREDIT - 1.21.22	UTILITY - IRRIGATION	001-543014-53100	(\$67.57)
01/25/22	Vendor	TECO ACH	CR-010622 ACH	DEPOSIT CREDIT - 1.21.22	ELECTRICITY - STREETLIGHTING	001-543013-53100	(\$67.58)
01/25/22	Vendor	TECO ACH	CR-010622 ACH	DEPOSIT CREDIT - 1.21.22	UTILITY - FOUNTAINS	001-543085-53100	(\$67.58)
01/25/22	Vendor	TECO ACH	CR-010622 ACH	DEPOSIT CREDIT - 1.21.22	UTILITY - ROUNDABOUT LIGHTS	001-543090-53100	(\$67.57)
ACH Total							<u>\$10,826.73</u>
ACH #DD230							
01/10/22	Vendor	CHARTER COMMUNICATIONS	046396702112221 ACH	Service 11/21/21-12/20/21	INTERNET SERVICES	001-549031-53935	\$114.98
ACH Total							<u>\$114.98</u>
Account Total							<u>\$444,893.50</u>

4C

AGREEMENT FOR IRRIGATION CONNECTION AND SHARING OF CERTAIN IRRIGATION MAINTENANCE COSTS

THIS AGREEMENT FOR IRRIGATION CONNECTION AND SHARING OF CERTAIN IRRIGATION MAINTENANCE COSTS (the “Agreement”) is made effective the day of , 2022, by and between the **EASTON PARK COMMUNITY DEVELOPMENT DISTRICT**, a special-purpose unit of local government created and existing pursuant to Chapter 190, Florida Statutes (the “District”) and the **MORRIS BRIDGE MANORS HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “Association”).

RECITALS:

- A. District and Association are both owners of lands, which are proximate to each other.
- B. District is responsible for the maintenance and repair of certain landscape areas and associated irrigation systems in the Easton Park development (the “District Landscape Areas”).
- C. Association is responsible for the maintenance and repair of certain landscape areas within the Morris Bridge Manors development (the “Association Landscape Areas”).
- D. Association desires to connect to and use the District’s irrigation system to provide irrigation for the Association Landscape Areas.
- E. District is willing to allow Association to connect to and use the District’s irrigation system to provide irrigation for the Association Landscape Areas.
- F. District and Association desire to enter into an agreement whereby District authorizes Association to connect to and use the District irrigation system in exchange for the Association paying the District a proportionate share of the electrical costs to operate the irrigation system.

NOW THEREFORE, in consideration of the above-stated recitals and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto, District and Association agree as follows:

- 1. Recitals Confirmed. The parties confirm that the above stated recitals are true and correct.
- 2. Irrigation Connection. Subject to the Association receiving all required permits and other authorizations from all regulatory agencies, the District shall allow for the Association to connect to the District’s irrigation system for the sole purpose of providing irrigation to the Association Landscape Areas, as shown in Exhibit “A” attached hereto.

- A. The Association shall be responsible for any and all costs related to the connection to the District's irrigation system including, but not limited to, costs associated with obtaining any regulatory approvals or permits for said connection.
 - B. The Association shall be responsible for any and all repairs and maintenance to the District's irrigation system directly caused by the Association's connection to the District's irrigation system.
3. Irrigation Cost Sharing – Routine Operation and Maintenance.
 - A. The District shall provide for the regular operation and maintenance of the District's irrigation system in order to provide irrigation to the District Landscape Areas and the Association Landscape Areas.
 - B. District shall pay all expenses incurred in connection with the use, operation, repair, and maintenance of the District's irrigation system (the "Expenses"). The District and the Association acknowledge that the Association shall reimburse the District for a portion of the Expenses attributed to the Association's use of the District's irrigation system, which shall include costs associated with rust prevention and electricity used to operate the system.
4. Reimbursement. Commencing on [REDACTED], 2022, and on a quarterly basis thereafter, the District shall invoice the Association in the amount of **five hundred and 00/100 dollars (\$500.00)** (the "Reimbursement Amount") as the Association's portion of the Expenses for the prior three (3) months. Invoices will be paid in full to the District within a thirty (30)-day period. At the conclusion of each fiscal year, the District shall compare the actual annual Expenses for use, operation, repair and maintenance of the District's irrigation system and the Association's connection to the system, and determine if any increase in the Reimbursement Amount is warranted. Any such increase shall be agreed to in writing by the Parties before it goes into effect.
5. Termination. The District and Association shall each have the right to terminate this Agreement upon **sixty (60) days** written notice with or without cause. Upon termination, the District and Association shall account to each other with respect to all matters outstanding as of the date of termination.
6. Insurance and Indemnification. Association shall ensure that the following language is included in all contracts with persons or entities performing work on District property:
 - A. The Contractor shall provide and maintain during the term of this Contract "Workmen's Compensation Insurance" in accordance with the laws of the State of Florida for all of his employees employed at the site of the project and, in case any work is sublet, the Contractor shall . require each Subcontractor similarly to provide "Workmen's Compensation Insurance" for all of the latter employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous work under this Contract at the site of the project are not

protected under the "Workmen's Compensation" Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate coverage for the protection of his employees not otherwise protected.

- B. The Contractor shall provide and maintain during the term of this Contract, insurance that will protect Contractor, and any Subcontractor performing work covered by the Contract from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by Contractor or by any Subcontractors or by anyone directly or indirectly employed by either of them. The Contractor shall also provide and maintain during the life of this Contract insurance that will defend, indemnify and hold harmless the Easton Park Community Development District and the Morris Bridge Manors Homeowners Association, Inc., and their respective officers, agents, and employees from and against all claims, costs, expenses, including attorneys fees and damages arising out of or resulting from the performance of the work, injury or conduct, want of care or skill, negligence and patent infringement providing that any such claims, damage loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself), including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Insurance shall be provided with limits as follows:

1. Commercial General Liability Insurance - \$ 1,000,000.00, including bodily injury, and products and/or completed operations, explosion hazard, collapse hazard and underground property damage hazard. The District and Association shall be named as an additional insureds.
 2. Comprehensive auto liability insurance - \$ 1,000,000.00.
 3. Employer's Liability Coverage - \$1,000,000.00 per accident or disease.
- C. All such insurance shall be obtained from companies licensed and authorized or eligible to do business in the field of insurance in the State of Florida, and are authorized and licensed to provide the insurance required herein.
- D. Indemnification. The Contractor agrees to defend, indemnify, and hold harmless the Easton Park Community Development District and the Morris Bridge Manors Homeowners Association, Inc., and their respective officers, agents, and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto.

7. Negotiation at Arm's Length. This Agreement has been negotiated fully between the parties as an arms length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

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

9. Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

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

A. If to Association: Morris Bridge Manors Homeowners
Association, Inc.
2005 Pan Am Circle
Suite 300
Tampa, FL 33607
Attn: [REDACTED]

B. If to District: Easton Park Community
Development District
2654 Cypress Ridge Boulevard
Suite 101
Wesley Chapel, FL 33544
Attn: Mark Vega, District Manager

With a copy to:
R. David Jackson
6853 Energy Court
Lakewood Ranch, FL 34240

11. Applicable Law. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

12. Term. This Agreement shall become effective as of the date of execution by the last signing party, and remain in effect unless terminated by either Party in accordance with this Agreement.

13. Enforcement. A default by either party under this Agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

14. Interest and Attorneys' Fees. Any payment due from Association to District shall bear interest at the highest permissible rate of interest under the laws of the State of Florida, from the date such payment is due pursuant to this Agreement. In the event either Party is required to enforce this Agreement or any provision hereof through court proceedings or otherwise, the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution, and including fees incurred in appellate proceedings.

15. Assignment. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other. Any purported assignment without such approval shall be void.

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

17. Binding Effect; No Third Party Beneficiaries. The terms and provisions hereof shall be binding upon and shall inure to the benefit of District and Association. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and all antecedent and contemporaneous negotiations, undertakings, representations, warranties, inducements and obligations are merged into this Agreement and superseded by its delivery. No provision of this Agreement may be amended, waived or modified unless the same is set forth in writing and signed by each of the parties to this Agreement, or their respective successors or assigns.

IN WITNESS WHEREOF, the District and the Association have each caused their duly authorized officers to execute this Agreement as of the date indicated.

Attest:

**EASTON PARK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Its _____

Date _____

Attest:

**MORRIS BRIDGE MANORS
HOMEOWNERS ASSOCIATION, INC.**

By: _____

Its _____

Date _____

EXHIBIT “A”

Proposed Connection to Irrigation System