

Eagle Pointe

Community Development District

William Hathaway, Chairman

Kevin Gagne, Vice Chairman

Cathy Corelli, Assistant Secretary

Tom Dougherty, Assistant Secretary

VACANT

September 4, 2024

AGENDA

Eagle Pointe Community Development District
AGENDA

Seat 1: William Hathaway - C	
Seat 3: Kevin Gagne - VC	
Seat 2: Vacant	
Seat 4: Tom Dougherty - AS	
Seat 5: Cathy Corelli - AS	

Thursday
September 4, 2024
6:00 p.m.

Eagle Pointe Clubhouse
11450 Moonsail Drive
Parrish, FL 34219
Zoom Link: https://us06web.zoom.us/j/4349046526
Meeting ID: 434 904 6526
Passcode: YZ7mxp
Zoom Phone #: (305) 224-1968

Board of Supervisors Meeting

I. Roll Call

II. Supervisors Requests & Audience Comments on Specific Items on the Agenda (Audience Comments Limited to 3 Minutes per Person)

III. Approval of the August 1, 2024 Meeting Minutes

IV. Staff Reports
A. Attorney

B. Engineer

C. Landscape Manager
1. Report

2. Consideration of First Amendment with LMP

D. Aquatic Manager *(To Be Provided Under Separate Cover)*

E. Field Manager
1. Report *(To Be Provided Under Separate Cover)*

2. Consideration of Proposals for Amenity Center Flooring Installation *(To Be Provided Under Separate Cover)*

F. District Manager
1. Discussion of Transition Status Report *(To Be Provided Under Separate Cover)*

2. Consideration of Adopting Goals & Objectives for Fiscal Year 2025

3. Discussion of Amenity Policies

4. Discussion of Vacant Seat

V. Consideration of Resolution 2024-14 Redesignating Certain Resolution Numbers for FY24

VI. Consideration of Resolution 2024-15 Adopting the Fiscal Year 2025 Meeting Schedule

VII. Resolution 2024-16 Authorizing Appointment of Representative to Address Rule, Policy & Trespass Violations

VIII. Consideration of Community XS Proposal for Website Hosting

IX. Consideration of Custom Reserves Proposal for Reserve Study

X. Consideration of Proposals for Housekeeping & Pressure Washing
   A. Nick Knows Cleaning

   B. Coverall
      i. Option 1

      ii. Option 2

XI. Consideration of Illuminations Holiday Lighting Proposal for Holiday Lighting & Decorations

XII. Financial Reports
   A. Approval of Check Register Summary

   B. Balance Sheet & Income Statement

   C. Special Assessment Receipt Schedule

XIII. Supervisors Requests and General Audience Comments (Limited to 3 Minutes)

XIV. Next Scheduled Board Meeting is November 6, 2024 at 6:00 p.m. at the Eagle Pointe Clubhouse

XV. Closed Security Session

XVI. Adjournment

Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: eaglepointecdd.org

MINUTES

MINUTES OF MEETING
EAGLE POINT
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Eagle Point Community Development District was held on Thursday, **August 1, 2024,** at 8:30 a.m. at the Eagle Pointe Clubhouse at 11450 Moonsail Drive, Parrish, Florida.

Present and constituting a quorum were:

William Hathaway	Chairperson
Cathy Corelli	Assistant Secretary
Tom Dougherty	Assistant Secretary

Also, present were:

Richard McGrath	District Manager, GMS
Jason Greenwood	District Manager, GMS
Jere Earlywine	District Counsel, Kutak Rock
Mick Sheppard	GMS
Brian Young	GMS
LMP Representatives	

The following is a summary of the discussion and actions taken at the August 1, 2024 regular meeting of the Board of Supervisors of the Eagle Point Community Development District.

FIRST ORDER OF BUSINESS **Call to Order/Roll Call**

Mr. McGrath called the meeting to order at 8:35 a.m. Three Supervisors were present in person constituting a quorum.

SECOND ORDER OF BUSINESS **Public Comment**

Mr. McGrath opened the floor to public comment and asked for speakers to keep comments to a three minute limit.

- Resident (Alan) commented on the sod by the amenity center. Mr. McGrath noted that there will be a ride-along with LMP where all issues like that will be addressed.

THIRD ORDER OF BUSINESS Staff Report

G. Presentation by Officer Warren

**This item was moved up in the agenda and taken out of order.*

Officer Warren introduced himself to the Board and gave a brief overview of his background. He gave an overview of what is and is not acceptable and spoke on several issues including trespassing. He then offered to do a community walkthrough for security and safety concerns. District Counsel and Officer Warren had a lengthy conversation about CDD authority and enforcement. The District will provide a list of people who are authorized to be contacted in the instances of trespassing. Staff and Board also talked in length about cameras at the amenity and expanding the number of cameras that the District owns and operates. The addition of signs at the amenity to make those aware of cameras will help with any liability of privacy laws. Following his report there was a question-and-answer portion between Officer Warren and the Board where they covered a number of topics.

A. Landscape Inspection Report

LMP reviewed the landscaping report which was provided in the agenda package. There will be a drive-through performed on the 7th to get a clear picture of the scope of work but all in all, it was reported that the community is in pretty good shape. Mr. Shepperd will look into providing an irrigation map to the Board and the landscape vendor. They went over many areas of concern as they talked through things that were in the hands of the previous vendor, the builder, and what will be maintained by the current vendor. A lengthy discussion about annuals and perennials at the entrances was discussed and expectations were communicated.

B. Aquatic Maintenance Report

The aquatic maintenance report was provided in the agenda package. It was communicated with the Board that if there were any questions, they should be directed to the District Manager who will be sure to get those to the vendor.

C. Clubhouse Manager

1. Operational Manager's Report

This item was tabled until the September meeting. The cleaning crew will be contacted for better services.

D. District Counsel

Security items were covered earlier in the meeting and Mr. Earlywine offered to answer any other Board questions. There being no comments, the next item followed.

E. District Engineer Report

A District Engineer's Report was provided in the agenda package. There being no Board discussion at this time the next item followed.

Mr. Earlywine noted that there needs to be an update on public facilities due to the trust indenture and asked the Board to approve the updates in substantial form that will be brought back to a later meeting. The maintenance map will be updated as well.

F. District Manager Report

1. Presentation of Financial Statement for May 2024

Mr. McGrath noted that the reports were provided by Rizzetta and in the agenda package for review. There being no Board questions there was a motion of approval.

On MOTION by Mr. Dougherty, seconded by Mr. Hathaway, WITH ALL IN FAVOR, the Financial Statement for May 2024, was approved.

2. Presentation of Financial Statement for June 2024

Mr. McGrath noted that the reports were provided by Rizzetta and in the agenda package for review. There being no Board questions there was a motion of approval.

On MOTION by Mr. Hathaway, seconded by Mr. Dougherty, WITH ALL IN FAVOR, the Financial Statement for June 2024, was approved.

FOURTH ORDER OF BUSINESS Business Administration

A. Consideration of the Minutes of the Board of Supervisors' Meeting held on June 6, 2024

Mr. McGrath presented the meeting minutes from the June 6, 2024 Board of Supervisors meeting and asked for any comments or corrections from the Board members. There being no changes, there was a motion of approval.

On MOTION by Mr. Dougherty, seconded by Ms. Corelli, WITH ALL IN FAVOR, the Minutes of the Board of Supervisor's Meeting held on June 6, 2024, were approved.

B. Consideration of the Operations and Maintenance Expenditures for May 2024

Mr. McGrath presented the check register to the Board and asked for any questions. A discussion followed about holiday lighting and motion lights along with other expenditures. There being no other comments, there was a motion of approval.

On MOTION by Mr. Dougherty, seconded by Ms. Corelli, WITH ALL IN FAVOR, the Operations and Maintenance Expenditures for May 2024, was approved.

C. Consideration of the Operations and Maintenance Expenditures for June 2024

Mr. McGrath stated presented the check register to the Board for June 2024 and a discussion followed.

On MOTION by Mr. Dougherty, seconded by Mr. Hathaway, WITH ALL IN FAVOR, the Operations and Maintenance Expenditures for June 2024, was approved.

FIFTH ORDER OF BUSINESS Business Items

A. Public Hearing on Fiscal Year 2024/2025 Final Budget

Mr. McGrath stated noted that the public hearing was advertised according to Florida statutes, and he asked for a motion to open the public hearing.

On MOTION by Mr. Dougherty, seconded by Ms. Corelli, WITH ALL IN FAVOR, Opening the Public Hearing, was approved.

1. Public Comments on the Fiscal Year 2024-2025 Final Budget

There were no comments from the public regarding the hearing and Mr. McGrath asked for a motion to close the public hearing.

On MOTION by Mr. Hathaway, seconded by Ms. Corelli, WITH ALL IN FAVOR, Closing the Public Hearing, was approved.

2. Consideration of Resolution 2024-07, Adopting the Final Budget for FY 24-25

Mr. Greenwood presented the proposed budget to the Board and stated that there is no proposed increase in assessments at this time. Mr. McGrath asked for any Board questions regarding the proposed budget. They talked over some specific line items, noting that they are going to be as frugal as possible leading into the next fiscal year as they are still adjusting to the turnover of GMS management. After the conclusion of staff and Board discussion, there was a motion of approval.

On MOTION by Mr. Dougherty, seconded by Ms. Corelli, WITH ALL IN FAVOR, Resolution 2024-07 Adopting the Final Budget for FY24-25, was approved.

B. Public Hearing on Fiscal Year 2024/2025 Assessments

Mr. Earlywine noted that there was not a need for the public hearing on this item but presented the resolution to the Board stating this levies the assessment and directs how the money is collected on the tax roll.

1. Consideration of Resolution 2024-08, Levying O&M Assessments for FY 24-25

Mr. McGrath reviewed Resolution 2024-08 for the Board and offered to answer any questions.

On MOTION by Mr. Hathaway, seconded by Ms. Corelli, WITH ALL IN FAVOR, Resolution 2024-08 Levying O&M Assessments for FY 24-25, was approved.

C. Consideration of Resolution 2024-09, Setting Meeting Schedule for FY 24-25

Mr. McGrath presented the Resolution to the Board and opened the floor up for Board and staff discussion. Mr. Greenwood noted that they would like to keep the September meeting on the schedule for updates in the transition period. The meeting will be held September 4, 2024, at 6:00 p.m. and they will agree on a Resolution for regularly scheduled meetings at that time.

> On MOTION by Mr. Dougherty, seconded by Ms. Corelli, WITH ALL IN FAVOR, Setting a Meeting Date for September 4, 2024, at 6:00 P.M., was approved.

D. Discussion of HOA Funding

Mr. Hathaway will reach out to the HOA to come to an agreement that will be discussed with Mr. Earlywine before moving forward and bringing something back to the Board at a later date.

E. Consideration of Housekeeping and Pressure Washing Estimate

This item was tabled until the September meeting.

F. Consideration of Security Upgrades

The District will hold a shade session that will be advertised, and this item was tabled until the September meeting.

G. Ratification of GMS District Management and Field Services Agreement

Mr. McGrath asked for a motion to ratify the agreement with GMS District Management and the Field Services Agreement.

> On MOTION by Ms. Corelli, seconded by Mr. Dougherty, WITH ALL IN FAVOR, the GMS District Management and Field Services Agreements, were ratified.

SIXTH ORDER OF BUSINESS Supervisor Requests

There being no comments, the next item followed.

SEVENTH ORDER OF BUSINESS **Adjournment**

On MOTION by Mr. Dougherty, seconded by Ms. Corelli, WITH ALL IN FAVOR, the meeting was adjourned at 10:25 a.m.

_____ _____

Secretary / Assistant Secretary Chairperson / Vice Chairperson

SECTION IV

SECTION C

SECTION 1

Landscape Maintenance Professionals, Inc.
P.O. BOX 267 SEFFNER, FL 33583 – (877) 567-7761 – FAX (813) 757-6501 – SALES@LMPPRO.COM

Maintenance Quality Inspection (MQI) NEW 8-2022

18378085624

Reference Number: **20240828-18378085624**	Form Name: **Maintenance Quality Inspection (MQI) NEW 8-2022**
Submitter Name: **Ryan Eberly | ryan.eberly@lmppro.com**	Date Sent on Device: **Aug 28, 2024 9:23:27 AM EDT**
Location:	

GENERAL INFORMATION

Section 1

PROPERTY NAME	Eagle Point CDD
LOCATION	SARASOTA
Supervisor Email	ryan.eberly@lmppro.com
Branch Manager	christopher.berry@lmppro.com
Supervisor First Name	Ryan
Supervisor Last Name	Eberly
DATE OF INSPECTION	Aug 26, 2024
Next Inspection Date	Sep 25, 2024

INSPECTION DETAILS

Monthly Maintenance

1 DETAILS	8
1 DETAILS NOTES	The property is in great shape and the common areas look very good with the lower cut that we had to work at to get down to maintainable height. There's a few trees that are dead or dying along the frontage. Irrigation to follow up for the oak trees as they could bounce back. There's also a few other leaning trees that I can get estimates put together to get staked up. Continue to remove weeds in plant material by hand and some detail work is needed at the pool area. Creeping jasmine minima needs cut back. Remove dead plant material. The back entry/exit is in need of renovations you can't make this area look good without removals and replacements.
1 DETAILS PHOTOS	










2 MOWING FUNCTIONS - EDGING,MOW,STRING TRIM,BLOW	10
2.1 MOWING FUNCTIONS - EDGING,MOW,STRING TRIM,BLOW NOTES	Mow is being performed very well. Property looks great! There is one pond bank that needs to be regraded as a truck destroyed the pond bank and we can’t mow there. We have tried

and just gotten stuck. The ruts are a foot deep in areas.

2 MOWING FUNCTIONS - EDGING,MOW,STRING TRIM,BLOW PHOTOS











3 SHRUB PRUNING 9

3 SHRUB PRUNING NOTES Majority of shrubs look good across the property need to focus at the pool area, and back entry.

3 SHRUB PRUNING PHOTOS





4 TREES/PALMS UP TO 15' TRIMMING 4

4 TREES/PALMS UP TO 15' TRIMMING NOTES Trees and palms look good. The trees we got staked up are holding well and should recover. Monitoring the oaks. Need to get suckers removed off trunks of trees.

4 TREES/PALMS UP TO 15' TRIMMING PHOTOS




5 OVERALL CLEANLINESS 5

5 OVERALL CLEANLINESS NOTES Property is very clean.

5 OVERALL CLEANLINESS PHOTOS








6 TURF INSECT/DISEASE CONTROL 4

6 TURF INSECT/DISEASE CONTROL NOTES Turf is in great shape across the property. We did have a chinch bug outbreak that has since been treated in the pool area grass. Most of this turf will not recover and will require replacement.

6 TURF INSECT/DISEASE CONTROL PHOTOS



7 TURF WEED CONTROL – TURF AREAS 4

7 TURF WEED CONTROL – TURF AREAS NOTES Turf weeds are very well managed. There's 1 area near the pool area parking entry in Bahia turf that looks a better off not being treated as not to kill off Bahia. Also want to note that much of the main entry turf areas are made up of torpedo grass. This will eventually be a problem with encroachment in plant beds. It's already in them to a degree and will be a constant issue to keep it at bay. The dog park is mostly made up of weeds. Some sedge could be treated in there that is much faster growing than the rest of the turf/weeds.

7 TURF WEED CONTROL – TURF AREAS PHOTOS






8 PLANT INSECT/DISEASE CONTROL 4

8 PLANT INSECT/DISEASE CONTROL NOTES Sooty mold detected on crapes at pool area and affecting the hibiscus as well. Scott has been made aware and will treat accordingly. Multiple hibiscus have been removed from pool area parking because they were in rough shape on takeover. We did leave a few in hopes that they could bounce back, however, they don't appear to be coming back so this one also needs removed.

8 PLANT INSECT/DISEASE CONTROL PHOTOS



9 WEED CONTROL – BED AREAS 18

9 WEED CONTROL – BED AREAS NOTES Weeds are well managed across the property. Need to burn down dead sprayed weeds along frontage and continue to hand pull weeds in plant material and flowers beds. One area near the pool needs to be addressed. Confirm irrigation is working here and propose to install new grass or mulch it over.

9 WEED CONTROL – BED AREAS PHOTOS













10 TURF FERTILITY	10
10 TURF FERTILITY NOTES	Turf is in excellent shape across the grounds and as previously stated, there is lots of torpedo that makes up the main entry and looks great but will be tough to manage along bed lines.

10 TURF FERTILITY PHOTOS









11 PLANT FERTILITY	9
11 PLANT FERTILITY NOTES	Plants are all very healthy with the exception of the few areas that need to be enhanced; back entry, some areas along main entry, lift station, and in front of the pool. Is we can target these areas for enhancement work along with some of the dead trees along the frontage, we would be sitting very good.
12 CARRYOVERS	5
Deductions	10
OVERALL MONTHLY MAINTENANCE SCORE	90%

Additional Services

PALM PRUNING	10
PALM PRUNING NOTES	Good
MULCHING	10
MULCHING NOTES	Good
WATER/IRRIGATION MANAGEMENT	9
WATER/IRRIGATION MANAGEMENT NOTES	Need to get info on water sources, timers, etc. there's a low pressure issues for much of the frontage and the back gate specifically. There is likely an issue with the water source. We have likely found all timers and tried to utilize them, but some of them have very low pressure and will be an issue come hot season.
ANNUALS (APPEARANCE, INSECT CONTROL, DEADHEADING)	7
ANNUALS (APPEARANCE, INSECT CONTROL, DEADHEADING) NOTES	Annuals need replaced at small monument and back entry areas. They have since all been removed. I suggest using pine fine mulch to aid in water retention and help combat weed growth with all annuals installs. It is also a much nicer to look at. Red and yellow Coleus at main entry are still holding strong but do appear to be approaching the end of their time.

ANNUALS (APPEARANCE, INSECT CONTROL, DEADHEADING) PHOTOS







ENHANCEMENT OPPORTUNITIES	Lift station, dead and leaning trees, shell, rip rap along pond bank behind monument sign, pond bank that needs regraded, back entry/exit, some areas of blue daze along main entry, pool area hibiscus and grass areas that have failed.
BEST VIEW OF THE MONTH	






Isles
AT BAYVIEW

SECTION 2

FIRST AMENDMENT TO AGREEMENT BETWEEN EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT AND LANDSCAPE MAINTENANCE PROFESSIONALS, INC. FOR LANDSCAPE MAINTENANCE SERVICES

This **First Amendment** (the "First Amendment") is made and entered into as of this 1st day of August 2024, by and between:

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes,* being situated in Manatee County, Florida, and whose mailing address is 4530 Eagle Falls Place, Tampa, FL 33619 (the "**District**"); and

LANDSCAPE MAINTENANCE PROFESSIONALS, INC., a Florida corporation, with offices located at 13050 East U.S. Highway 92, Dover, Florida 33527 ("**Contractor**," and collectively with the District, "**Parties**").

RECITALS

WHEREAS, the District and Contractor entered into that certain *Landscape & Irrigation Services Agreement,* dated June 14, 2024 ("**Agreement**"); and

WHEREAS, Section 27 of the Agreement provides that the Agreement may be amended by an instrument in writing executed by both Parties; and

WHEREAS, the District and Contractor now desire to amend the Agreement to revise the scope of services; and

WHEREAS, the District and Contractor each have the requisite authority to execute this First Amendment and to perform its obligations and duties hereunder.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated as a material part of this First Amendment.

SECTION 2. AMENDMENT OF AGREEMENT. Exhibit D of the Agreement is hereby amended to incorporate the service areas reflected in **Exhibit A** (hereinafter the "**Revised Maintenance Map**") which will replace and supersede Exhibit D to the Agreement. As compensation for the services rendered to the additional services areas described in the Revised Maintenance Map, the District agrees to pay the Contractor an additional **Twenty Thousand Forty Dollars ($20,040.00)** per year in accordance with the terms of the Agreement.

SECTION 3. AFFIRMATION OF THE AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the

Parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

SECTION 4. AUTHORIZATION. The execution of this First Amendment has been duly authorized by the appropriate body or official of the Parties, both Parties have complied with all the requirements of law, and both the Parties have full power and authority to comply with the terms and provisions of this First Amendment.

SECTION 5. EXECUTION IN COUNTERPARTS. This First Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the Parties execute this First Amendment the day and year Third written above.

Attest:

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairman, Board of Supervisors

LANDSCAPE MAINTENANCE PROFESSIONALS, INC.

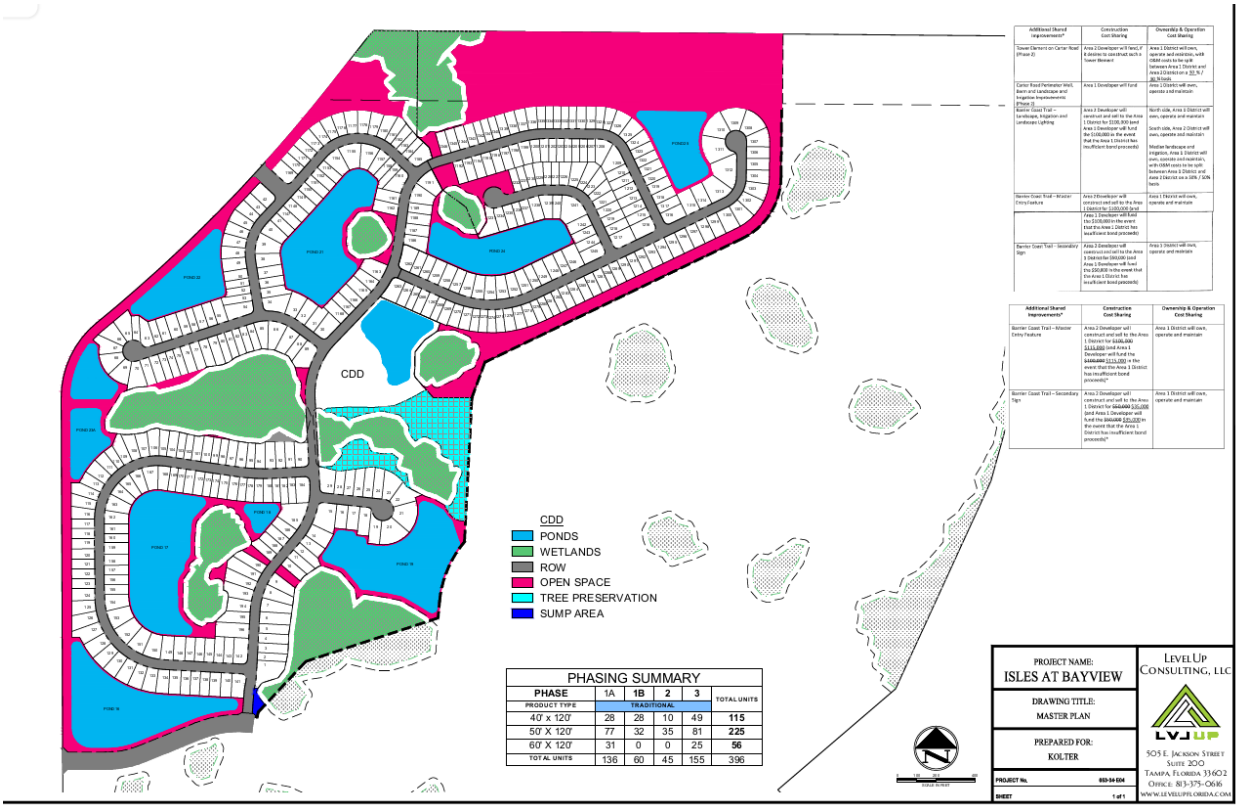
_____
Witness

By: _____
Print: _____
Its: _____

_____
Print Name of Witness

Exhibit A: Revised Maintenance Map

EXHIBIT A
Revised Maintenance Map



SECTION F

SECTION 2

Memorandum

To: Board of Supervisors

From: District Management

Date: August 1, 2024

RE: HB7013 – Special Districts Performance Measures and Standards

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To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A:
Goals, Objectives and Annual Reporting Form

Eagle Pointe Community Development District
Performance Measures/Standards &
Annual Reporting Form

October 1, 2024 – September 30, 2025

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least four regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of four board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised per Florida statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field manager and/or district manager will conduct quarterly inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed, as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within field management services agreement

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.
Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.
Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.
Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.
Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.
Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.
Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.
Achieved: Yes ☐ No ☐

Chair/Vice Chair:_____ Date:_____
Print Name:_____
Eagle Pointe Community Development District

District Manager:_____ Date:_____
Print Name:_____
Eagle Pointe Community Development District

SECTION 3

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT

AMENITIES RULES

Matthew O'Nolan
District Manager
Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
PH: (813) 533-2950

PART 1: Eagle Pointe Community Development District

Amenity Operating Rules

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2020)
Effective Date: _____, 2024

In accordance with Chapters 190 and 120, *Florida Statutes*, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Eagle Pointe Community Development District adopted the following rules to govern the operation of the District's Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

DEFINITIONS

The following definitions shall apply to these rules in their entirety:

"Amenities" – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the District's clubhouse and swimming pool, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

"Amenities Rules" or "Rules" – shall mean all rules of the District, as amended from time to time, governing the use of the amenities, including but not limited to these "Amenity Operating Rules," the "Rule for Amenities Rates," and the "Disciplinary and Enforcement Rule."

"Annual User Fee" – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District's Rule for Amenities Rates.

"Board of Supervisors" or "Board" – shall mean the Board of Supervisors of the District.

"District" – shall mean the Eagle Pointe Community Development District.

"District Manager" – shall mean the professional management company with which the District has contracted to provide management services to the District (i.e., Rizzetta & Company).

"**Family"** – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the legal age of

majority (i.e., 18 or as otherwise provided by law), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

"Guest" – shall mean any person, other than a Patron, who is expressly authorized by the District to use the Amenities, or invited and accompanied for the day by a Patron to use the Amenities.

"Non-Resident" – shall mean any person that does not own property within the District.

"Non-Resident Patron" – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District, and who is therefore a Patron for purposes of these Rules.

"Patron" or "Patrons" – shall mean Residents, Non-Resident Patrons, and Renters.

"Renter" – shall mean any tenant residing in a Resident's home pursuant to a valid rental or lease agreement.

"Resident" – shall mean any person or Family owning property within the District.

AUTHORIZED USERS

Generally. Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

Residents. A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District's annual assessment collection resolution and typically will be included on the Resident's property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

Renter's Privileges. Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident's privileges to use the Amenities.

1. A Renter who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
4. Renters shall be subject to all rules, including but not limited to the Rules, as the Board may adopt from time to time.

Guests. Except as otherwise provided for herein, each Patron may bring a maximum of four Guests to the Amenities, provided however that Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a four Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to four Guests each for a total of sixteen Guests, but instead can only bring a total of four Guests on behalf of the entire household. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules, including but not limited to the Rules, as the Board may adopt from time to time.

Registration / Disclaimer. In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Consent and Waiver Agreement, a copy of which is attached hereto as **Exhibit A,** along with any other paperwork that may be required by the District Manager.

ACCESS KEY FOBS

Every home is entitled to two Access Fobs, free of charge following closing of a new construction home. If a Resident leases a home, only the lessee shall be entitled to exercise the privileges of a Resident. Additional Fobs are $50 each. The maximum number of Access Key Fobs per household is limited to four (4). Resale buyers are required to purchase new Access Key Fobs if not passed on from seller. All resale buyers must re-register the old Access Key Fobs. Buyer is required to register with the District Manager to ensure fobs are transferred to new owners.

GENERAL PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all Rules of the District.

ALL PERSONS USING THE AMENITIES DO SO AT THEIR OWN RISK AND AGREE TO ABIDE BY THE DISTRICT'S RULES AND POLICIES AS MAY BE ADOPTED AND/OR AMENDED FROM TIME TO TIME. AS SET FORTH MORE FULLY LATER HEREIN, THE DISTRICT SHALL ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY ACCIDENTS, PERSONAL INJURY, OR DAMAGE TO, OR LOSS OF PROPERTY ARISING FROM, THE USE OF THE AMENITIES OR FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF OTHER PERSONS USING THE AMENITIES.

THE DISTRICT DOES NOT PROVIDE ANY SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., THE USE OF THE POOL, ETC. CAN RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH. PATRONS ARE RESPONSIBLE FOR THEIR ACTIONS AND THOSE OF THEIR GUESTS. PARENTS AND LEGAL GUARDIANS ARE RESPONSIBLE FOR THEIR MINOR CHILDREN WHO USE THE AMENITIES. THE DISTRICT STRONGLY ENCOURAGES PARENTS AND LEGAL GUARDIANS TO ACCOMPANY AND SUPERVISE THEIR MINOR CHILDREN WHILE AT THE AMENITIES.

***Emergencies**:* After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager at 813-533-2950.

Hours of Operation. All hours of operation of the Amenities will be established and published by the District. The Amenities will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Except as otherwise expressly stated herein, the following additional guidelines govern the use of all of the Amenities:

1. ***Guests.*** Guests must be accompanied by a Patron while using the Amenities.
2. ***Minors.*** Because the Amenities are not supervised, and for safety reasons, minors age 10 or younger must be accompanied by a responsible adult when using the Amenities. As noted above, parents and legal guardians are responsible for their minor children who use the Amenities, and the District strongly encourages parents and legal guardians to accompany and supervise their minor children while at the Amenities.

3. ***Attire.*** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors with the exception of the locker room areas.
4. ***Food and Drink.*** Food and drink will be limited to designated areas only.
5. ***Alcohol.*** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of the Amenities.
6. ***No Smoking.*** Except in designated areas, smoking (including e-cigarettes) is not permitted in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. All waste must be disposed of in the appropriate receptacles. No employee or contractor of the District shall smoke in any building, or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to the District Manager.
7. ***Pets.*** With the exception of service animals, pets are only permitted in designated areas, and they are not permitted indoors. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
8. ***Vehicles.*** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Golf carts, off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.
9. ***Skateboards, Etc.*** Bicycles, skateboards, rollerblades, scooters, hover boards and other similar uses are limited to designated outdoor areas only.
10. ***Fireworks.*** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
11. ***Service Areas.*** Only District employees and staff are allowed in the service areas of the Amenities.
12. ***Courtesy.*** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
13. ***Profanity.*** Loud, profane or abusive language is prohibited.
14. ***Horseplay.*** Disorderly conduct and horseplay are prohibited.
15. ***Equipment.*** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
16. ***Littering.*** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
17. ***Solicitation and Advertising.*** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.

18. ***Firearms.*** Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
19. ***Trespassing / Loitering.*** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
20. ***Compliance with Laws.*** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and Rules, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
21. ***Surveillance.*** Various areas of all Amenities are under twenty-four (24) hour video surveillance.
22. ***Lost Property.*** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the District Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.

SWIMMING POOL

The following Rules apply to the District's pool:

1. ***Swim at Your Own Risk.*** The pool areas are not supervised, and so all Patrons use the pool at their own risk.
2. ***Operating Hours.*** The pool areas are open from dawn to dusk only. No one is permitted in the pool at any other time unless a specific event is scheduled.
3. ***Skateboards, Etc.*** No bicycles, scooters, roller skates, roller blades, hover boards, skate boards or other similar items are permitted on the pool deck.
4. ***Food and Drink.*** Patrons are permitted to bring their own snacks and water to the pool; however, no food or beverages are permitted in the pool or the pool wet deck area, as defined by Florida law. Glass containers or breakable objects of any kind are not permitted.
5. ***Unsafe Behavior.*** No pushing, running, horseplay or other similarly unsafe behavior is allowed in the pool or on the pool deck area.
6. ***Diving.*** Diving is strictly prohibited at the pool.
7. ***Noise.*** Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
8. ***Aquatic Toys and Recreational Equipment.*** Prohibited items include, but are not limited to, rafts, inner tubes, scuba gear, squirt guns, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are small personal floatation devices for swimming assistance, kickboards, masks, goggles, pool noodles, dive sticks, snorkels and water wings.
9. ***Entrances.*** Pool entrances, including stairs and ladders, must be kept clear at all times.

10. ***Railings.*** No swinging on ladders, fences, or railings is allowed.
11. ***Pool Furniture.*** Pool furniture is not to be removed from the pool area or placed in the pool.
12. ***Chemicals.*** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
13. ***Pets.*** Pets, (with the exception of service animals), are not permitted on the pool deck area inside the pool gates at any time.
14. ***Attire.*** Appropriate swimming attire (swimsuits) must be worn at all times.
15. ***Parties.*** Parties at the pool are prohibited, and participants may be asked to leave by the District Manager.
16. ***Prevention of Disease.*** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
17. ***Swim Diapers.*** All persons who are not reliably toilet trained must wear swim diapers and a swimsuit over the swim diaper. If contamination occurs, the pool will be closed for twenty four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
18. ***Pollution.*** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
19. ***Lap Lanes.*** Lap lanes are to be used only by persons swimming laps or water walking or jogging.
20. ***Reservation of Tables or Chairs.*** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them, except for up to thirty minutes.
21. ***Pool Closure.*** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
22. ***Weather.*** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
23. ***Swim Instruction.*** Except as expressly authorized by the District, swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.
24. ***ADA Compliant Chair Lift.*** The chair lift(s) in the pool area are provided pursuant to the Americans with Disabilities Act. They are to be used only to facilitate usage of the pool by disabled individuals. Any use of the chair lift for other than its intended purpose is strictly prohibited.

LAKE OR POND AREAS

The lakes and ponds throughout the community are not designed for swimming or boating. However, Patrons and their Guests may use the ponds for fishing as set forth herein. (NOTE: Only Patrons and their Guests are authorized to use the ponds for fishing, and any access by non-Patrons is prohibited.) We ask that you respect your fellow landowners and access the ponds through the proper access points. The District has a catch and release policy for all fish caught in the ponds. The ponds are not intended for anything but catch and release, as they are mostly retention ponds and man-made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch so please protect yourself and the fish population and return them to the water.

The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.
2. Pets must be accompanied and in their owners control at all times around ponds.
3. Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that Patrons wishing to fish walk or ride bicycles to the ponds.
4. Do not leave fishing poles, lines, equipment or bait unattended.
5. Do not leave any litter. Fishing line is hazardous to wildlife.
6. Do not feed the wildlife anything, ever.
7. Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.
8. Swimming is prohibited in all ponds on District property.
9. No watercrafts of any kind are allowed in any of the ponds on District property.
10. Licensing requirements from other governmental agencies may apply. Check the regulations.
11. Fishing is permitted by poles only. No cast nets are permitted.

PLAYGROUND AND TOT LOTS

The community provides several tot lots and playground areas for Patrons and Guests to enjoy with their children. The following guidelines apply:

1. ***Footwear.*** Proper footwear is required and no loose clothing especially with strings should be worn.
2. ***Mulch.*** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
3. ***Food & Drinks.*** No food, drinks or gum are permitted at the playground.
4. ***Animals.*** No pets of any kind are permitted at the playground, with the exception of service animals.
5. ***Glass Containers.*** No glass containers are permitted at the playground.

6. ***No Jumping.*** No jumping off from any climbing bar or platform.
7. ***Disruptive Behavior.*** Profanity, rough-housing, and disruptive behavior are prohibited.
8. ***Equipment.*** If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

RENTALS

The following applies to the rental of the Amenities:

1. ***Patrons Only.*** Unless otherwise directed by the District, only Patrons ages 18 or older may reserve the Amenities for parties and events. Please contact the District Manager in order to determine availability of the Amenities for any particular reservation. All rentals are subject to availability and the discretion of District Staff.
2. ***Amenities Available for Rental.*** The types of Amenities available for rental are described in the rule for Amenities Rates. Unless specified otherwise by the Board, rentals of the District's Amenities for the purposes of conducting commercial activities is prohibited.
3. ***Payment & Registration.*** Patrons interested in renting the Amenities may reserve a desired rental date and time up to two (2) times per month on a first-come, first-served basis up to four (4) months in advance of such desired rental date. To reserve a desired rental date and time ("**Rental Date**"), Patrons must submit to the District a completed "**Rental Agreement**" (in the form attached hereto as **Exhibit B**) and a check in the full amount of the "**Deposit**" as specified in the Rules. A desired Rental Date will NOT be reserved until both the completed Rental Agreement and Deposit are received by the District. The District Manager will review the Rental Agreement and has full authority to deny the request subject to availability and in its reasonable discretion. No later than fourteen (14) days prior to the Rental Date, the Patron must submit a check to the District Manager for the full amount of the "**Rental Fee**" as specified in the Rules, as well as a Certificate of Insurance (if applicable), or Patron's Deposit will be forfeited and the Rental Date will be released and made available to other Patrons. To make a reservation within fourteen (14) days of the desired rental date, Patrons must submit to District Staff a completed Rental Agreement and a check in the total amount of both the Deposit and Rental Fee (as well as a Certificate of Insurance, if applicable).
4. ***Event Host.*** Each application shall provide the name and contact information of a Patron who shall act as the "**Event Host.**" The Event Host must be at least 18 years of age and be present for the entire event, and shall be responsible for ensuring that only guests of the event are permitted access to the Amenities rented, shall ensure that all cleaning obligations have been completed, and shall serve as the District's point of contact for communication regarding the event. If no Event Host

is specified on the Rental Agreement, the Patron submitting the Rental Agreement shall be considered the Event Host.

5. ***Cancellations.*** Cancellations must be made in writing and received by the District Manager at least fifteen (15) days in advance of the Rental Date in order for a Patron to receive a refund of the Deposit.
6. ***Deposits.*** Deposits will be returned within ten (10) days of the Rental Date provided there has been no damage to District property and the rented Amenities have been properly cleaned after use. To receive the full refund of the Deposit, the renting Patron must (to the extent applicable):
    a. Remove all garbage, place in dumpster, and replace garbage liners;
    b. Remove all decorations, event displays, and materials;
    c. Return all furniture and other items to their original position;
    d. Stack chairs in stacks of ten (10);
    e. Fold all folding tables and place in hallway;
    f. Wipe off counters, table tops, and the sink area;
    g. Clean out and wipe down the refrigerator as well as any cabinets and other appliances used;
    h. Lock all doors after the last guest leaves; and
    i. Otherwise clean the rented Amenities and restore them to the pre-rented condition, and to the satisfaction of the District Manager.
7. ***Additional Cleaning or Damage.*** The District may retain all or part of any Deposit if the District determines, in its sole discretion, that it is necessary to perform additional cleaning or to repair any damages arising from the rental. Should the costs of any such cleaning or repairs exceed the Deposit, the District shall have authority to recover such costs from Patron by any means legally available and to suspend Patron's access and use privileges until such Patron pays any such amounts.
8. ***Duration of Rentals.*** Unless otherwise authorized by the District Manager, the Amenities may be rented for parties and events during normal operating hours, which shall be established by the District Manager. Each rental shall be for morning, evening, or a full day, as defined in the rule for Amenity Rates, and all times shall be inclusive of set-up and clean-up time. Additional fees may be charged for rentals that extend beyond the reserved hours. In no event shall parties and events, including clean-up, extend beyond 11 p.m.
9. ***Capacity.*** The Amenities capacity limit(s) shall not be exceeded at any time for a party or event. The capacity limits are as displayed in the clubhouse.
10. ***Noise.*** The volume of live or recorded music must not violate applicable noise ordinances, or unreasonably interfere with residents' enjoyment of their homes and staff offices.
11. ***Alcohol.*** Patrons must indicate on the rental form if they intend to serve or permit consumption of alcoholic beverages at an event taking place at the rented Amenities. If the Patron desires to serve or sell alcohol at an event, he or she must hire a licensed and insured vendor of alcoholic beverages, and must provide proof of this to the District Manager prior to the event. Patrons who rent the Amenities

and desire to allow their guests to consume alcohol on a "bring your own beverage" or "BYOB" basis must provide proof of insurance coverage to the District Manager prior to the event. Anyone that appears to be excessively intoxicated or under the influence of drugs will be asked to leave the Amenities. Insurance requirements are as follows, and may be modified from time to time in the District's discretion:

a. BYOB Alcohol: Patron must provide proof of a Homeowner's Insurance Rider/Endorsement providing special event coverage
b. Serving/Selling Alcohol: Patron must submit proof of at least the following special events insurance coverage: $250,000 Property Damage; $1,000,000 Personal Injury; Alcohol Rider; District named as additional insured. This coverage may be satisfied by insurance held by the licensed and insured vendor of alcoholic beverages.

12. ***Insurance.*** Additional liability insurance coverage may be required for all events that are approved to serve or allow consumption of alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance.
13. ***After-hours Rentals***. The operating hours of the Amenities may vary from time to time, in the District's discretion. To the extent the Amenities close before 11 p.m., the Amenities may be reserved for after-hours rentals, subject to the following rules:

a. On the day of the event, the Event Host must meet with Amenities staff to exchange their Access Card for a temporary rental card and a key to the clubhouse door. The rental card will permit access until 11 p.m. All events must be concluded and all clean-up must be complete by 11 p.m.
b. Both the rental card and the door key must be returned to Amenities staff the next business day following the event, during normal business hours. Any Deposit shall be returned upon return of the rental card and door key, subject to any applicable offsets for cleaning, damage, or other costs incurred.
c. If the rental card and door key are not returned within three (3) business days following the event, the Event Host's regular Access Card shall be suspended until they are returned. In the event that either the rental card or door key are lost, the Event Host shall notify Amenities staff and shall be charged a replacement fee as specified in these Rules, which replacement fee may be deducted from any Deposit on file.
d. After-hours rentals shall otherwise be subject to the same rules and standards as rentals within normal operating hours, including all cleaning obligations.

PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the

right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

USE AT OWN RISK; INDEMNIFICATION

ANY PATRON, GUEST, OR OTHER PERSON WHO PARTICIPATES IN THE ACTIVITIES (AS DEFINED BELOW), SHALL DO SO AT HIS OR HER OWN RISK, AND SHALL INDEMNIFY, DEFEND, RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE THE DISTRICT AND ITS CONTRACTORS, AND THE PRESENT, FORMER, AND FUTURE SUPERVISORS, STAFF, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND CONTRACTORS OF EACH (TOGETHER, "INDEMNITEES"), FOR ANY AND ALL LIABILITY, CLAIMS, LAWSUITS, ACTIONS, SUITS OR DEMANDS, WHETHER KNOWN OR UNKNOWN, IN LAW OR EQUITY, BY ANY INDIVIDUAL OF ANY AGE, OR ANY CORPORATION OR OTHER ENTITY, FOR ANY AND ALL LOSS, INJURY, DAMAGE, THEFT, REAL OR PERSONAL PROPERTY DAMAGE, EXPENSES (INCLUDING ATTORNEY'S FEES, COSTS AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS), AND HARM OF ANY KIND OR NATURE ARISING OUT OF, IN WHOLE OR IN PART, THE PARTICIPATION IN THE ACTIVITIES, BY SAID PATRON, GUEST, OR OTHER PERSON, AND ANY OF HIS OR HER GUESTS AND ANY MEMBERS OF HIS OR HER FAMILY.

SHOULD ANY PATRON, GUEST, OR OTHER PERSON, BRING SUIT AGAINST THE INDEMNITEES IN CONNECTION WITH THE ACTIVITIES OR RELATING IN ANY WAY TO THE AMENITIES, AND FAIL TO OBTAIN JUDGMENT THEREIN AGAINST THE INDEMNITEES, SAID PATRON, GUEST, OR OTHER PERSON SHALL BE LIABLE TO THE DISTRICT FOR ALL ATTORNEY'S FEES, COSTS, AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS. THE WAIVER OF LIABILITY CONTAINED HEREIN DOES NOT APPLY TO ANY ACT OF INTENTIONAL, WILLFUL OR WANTON MISCONDUCT BY THE INDEMNITEES.

FOR PURPOSES OF THIS SECTION, THE TERM "ACTIVITIES," SHALL MEAN THE USE OF OR ACCEPTANCE OF THE USE OF THE AMENITIES, OR ENGAGEMENT IN ANY CONTEST, GAME, FUNCTION, EXERCISE, COMPETITION, SPORT, EVENT, OR OTHER ACTIVITY OPERATED, ORGANIZED, ARRANGED OR SPONSORED BY THE DISTRICT, ITS CONTRACTORS OR THIRD PARTIES AUTHORIZED BY THE DISTRICT.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these Rules shall not affect the validity or enforceability of the remaining provisions, or any part of the Rules not held to be invalid or unenforceable.

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these Rules from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these Rules.

ATTACHMENT A: Consent and Waiver Agreement

EAGLE POINTE CDD - CONSENT AND WAIVER AGREEMENT

The Eagle Pointe Community Development District ("**District**") owns and operates certain amenities, including a pool, and other facilities, and may from time to time offer certain amenity programs, to the District's patrons. In consideration for being allowed to use the amenities and/or participate in the amenity programs (together, "**Activities**"), I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY VOLUNTARILY ASSUME ANY AND ALL RISK, INCLUDING INJURY OR DEATH TO MY PERSON AND/OR DAMAGE TO MY PROPERTY, RELATING TO THE ACTIVITIES, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE DISTRICT, AND ANY OF ITS AFFILIATES, SUPERVISORS, OFFICERS, STAFF, AGENTS, EMPLOYEES, VOLUNTEERS, ORGANIZERS, OFFICIALS OR CONTRACTORS (COLLECTIVELY, THE "**INDEMNITEES**") FROM ANY CLAIM, LIABILITY, COST, OR LOSS OF ANY KIND SUSTAINED OR INCURRED BY EITHER ANY OF THE INDEMNITEES OR BY OTHER RESIDENTS, USERS OR GUESTS, AND ARISING OUT OF OR INCIDENT TO THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO WHERE THE LOSS IS WHOLLY OR PARTLY THE RESULT OF INDEMNITEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL, WILLFUL, OR WANTON MISCONDUCT. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the District, as currently in effect and as may be amended from time to time. I have read and understand the terms of this Consent and Waiver Agreement and have willingly signed below as my own free act, being both of lawful age and legally competent to do so. Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes or other statute or law. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.

Participant Name:_____

Participant Signature:_____ Date:_____

(if Participant is 18 years of age or older)

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION) - This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above and relating to my minor child's involvement or participation in the Activities.

Parent/Guardian Name:_____

(if Participant is a minor child)

Parent/Guardian Signature:_____ Date:_____

(if Participant is a minor child)

Address: _____

_____

Phone Number (home): _____

Phone Number (alternate): _____

Emergency Contact & Phone Number: _____

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

PART 2: Eagle Pointe Community Development District

Rule for Amenities Rates

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2020)
Effective Date: _____, 20__, as amended _____

In accordance with Chapters 190 and 120, Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Eagle Pointe Community Development District adopted the following rules to govern rates for the District's Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

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1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities.

2. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenity Operating Rules of Eagle Pointe Community Development District, as amended from time to time.

3. **Annual User Fee.** For Non-Resident Patrons, the Annual User Fee is $1,000, except for Non-Resident Patrons residing in the DW Bayview Community Development District. Due to prior developer contributions, Non-Resident Patrons residing in DW Bayview Community Development District will pay an Annual User Fee of $500. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident's annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident. A sample operation and maintenance budget related to the Amenities is attached hereto as **Exhibit A.**

4. **Reservation Rates for Clubhouse.** Any patron wishing to have the exclusive use of any room or area within the clubhouse must pay the appropriate fee and submit a security deposit in the amounts set forth below.

Room / Area	Rental Fee	Deposit
Club Room	$150 for 4 hours + $50 each additional hour (up to 8 hour maximum)	$250
Activity/Art Room	$100 for 4 hours + $25 each additional hour (up to 8 hour maximum)	$250
Club Room AND Activity/Art Room	$225 for 4 hours	$250

	+ $60 each additional hour (up to 8 hour maximum)	

* Rate and deposit based on facility being rented, type of event, and staffing needs.

5. **Miscellaneous Fees.**

Item	Fee
Additional Daily Guest Pass	$10.00 / guest
Replacement of Damaged, Lost, or Stolen FOB	$50.00
Insufficient Funds Fee (for submitting an insufficient funds check)	$50.00

6. **Homeowner's Association Meetings.** Unless otherwise provided in the District's official policies, as may be amended from time to time, each homeowner's association located within the boundaries of the District is permitted one free meeting per month, subject to availability.

7. **Additional Costs.** The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.

8. **Adjustment of Rates.** The Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth in Sections 3 and 4 by not more than twenty percent per year to reflect actual costs of operation of the amenities, to promote use of the amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.

9. **Prior Rules; Rules.** The District's prior rules setting amenities rates are hereby rescinded. The District's Amenities Rules, as may be amended from time to time, govern all use of the Amenities.

10. **Severability**. The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.

Exhibit A
Sample Budget for Operation and Maintenance of Amenities

EAGLE POINTE CDD
Proposed Amenity Budget

Chart of Accounts Classification	Budget for
CLUBHOUSE/POOL	
Pool Service Contract	16,800.00
Pool Repairs	2,000.00
Pool Permit	375.00
Access Control Maint & Supplies	2,800.00
IT Management and Support	1,000.00
Office Supplies - Clubhouse	7,500.00
Events	11,000.00
Holiday Lights/Décor	1,500.00
Misc. Recreation	1,000.00
Equipment Maintenance	3,500.00
Insurance	4,200.00
TOTAL CLUBHOUSE/POOL	**51,675.00**
PERSONNEL EXPENSE	
Amenity Mgmt. Contract Payroll	60,400.00
Mileage Reimbursement	350.00
Staff Uniforms	500.00
TOTAL PERSONNEL EXPENSE	**61,250.00**
MAINTENANCE	
Amenity Mgmt. Contract Payroll	5,000.00
Mileage Reimbursement	2,200.00
TOTAL MAINTENANCE	**$ 7,200.00**
CONTRACT SERVICE EXPENSE	
Grounds Maintenance	36,600.00
Irrigation Maintenance	3,000.00
Landscape Lighting Repair/Maint	1,000.00
Security System & Cameras	11,000.00
Building Maintenance	9,000.00
Miscellaneous Maintenance	5,895.00
Pest Control	1,500.00
Fire Extinguishers	750.00
Termite Bond	750.00
Janitorial Services	7,380.00
Janitorial Supplies	1,000.00
TOTAL CLUBHOUSE/POOL	**$ 77,875.00**
TOTAL EXPENDITURES	**$ 198,000.00**

Non-Resident User Rate = $1,000.00 per year
Non-Resident User Rate (DW Bayview Resident) = $500.00 per year

PART 3: Eagle Pointe Community Development District

Disciplinary and Enforcement Rule

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2020)
Effective Date: _____, 2021

In accordance with Chapters 190 and 120, Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Eagle Pointe Community Development District adopted the following rules to govern disciplinary and enforcement matters. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

---

1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District's Amenity Operating Rules.

2. **General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District's Amenities.

3. **Suspension of Rights.** The District, through its Board, and District Manager, shall have the right to restrict, suspend, or terminate the Amenities privileges of any person to use the Amenities for any of the following behavior:

a. Submits false information on any application for use of the Amenities;
b. Exhibits unsatisfactory behavior, deportment or appearance;
c. Fails to pay amounts owed to the District in a proper and timely manner;
d. Fails to abide by any District rules and policies;
e. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
f. Damages or destroys District property; or
g. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests.

4. **Authority of District Manager.** The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those

described above, any person's (and his/her family's) privileges to use any or all of the District Amenities for a period to be established by the District Manager. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

5. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of $1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney's fees as a contractual lien or as otherwise provided pursuant to Florida law.

6. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

7. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

SECTION V

RESOLUTION 2024-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING CERTAIN RESOLUTION NUMBERS FOR THE FISCAL YEAR 2024 AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District has adopted resolutions throughout the 2023-2024 Fiscal Year, some of which had duplicative resolution numbers; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desires to re-designate certain resolutions adopted during the 2023-2024 Fiscal Year.

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

Section 1. The following resolutions adopted by the Board during the 2023-2024 Fiscal Year have been re-designated to correspond to the resolution numbers identified below:

Resolution Number	Date adopted	Resolution Title
2024-07	6/6/24	A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT CERTIFYING SUPERVISOR SEATS FOLLOWING SUPERVISOR RESIGNATIONS AND APPOINTMENTS, AND PROVIDING FOR AN EFFECTIVE DATE
2024-08	6/6/24	A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), FLORIDA STATUTES, AND REQUESTING THAT THE MANATEE COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.
2024-09	6/6/24	A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.
2024-10	7/25/24	A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE
2024-11	7/25/24	A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAGLE POINTE COMMUNITY

		DEVELOPMENT DISTRICT DIRECTING THE DISTRICT MANAGER TO ESTABLISH A LOCAL BANK ACCOUNT AND APPOINT SIGNORS ON THE ACCOUNT; AND PROVIDING AN EFFECTIVE DATE.
2024-12	8/1/24	THE ANNUAL APPROPRIATION RESOLUTION OF THE EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.
2024-13	8/1/24	A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2025 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Section 2. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 4TH DAY OF SEPTEMBER, 2024.

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT

Attest:

_____ _____

Secretary/Assistant Secretary Chair/Vice Chair

SECTION VI

RESOLUTION 2024-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR THE FISCAL YEAR 2024-2025; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

WHEREAS, the Board desires to adopt annual meeting schedule for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025 ("Fiscal Year 2024-2025"), attached as **Exhibit A**.

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

SECTION 1. The Fiscal Year 2024-2025 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** are hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 4th day of September, 2024.

ATTEST:

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT

_____
Jason Greenwood
Secretary/Assistant Secretary

_____
William Hathaway
Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2024-2025 Annual Meeting Schedule

Exhibit A

BOARD OF SUPERVISORS MEETING DATES
EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT FOR THE FISCAL YEAR 2024-2025

The Board of Supervisors of the Eagle Pointe Community Development District will hold their regular meetings for the **Fiscal Year 2024-2025 at the Eagle Pointe Clubhouse, 11450 Moonsail Drive, Parrish, FL 34219 at 6:00 p.m.** on the 1st Wednesday of each month unless otherwise indicated as follows:

November 7, 2024 at 6:30 p.m.
February 5, 2025
April 2, 2025
May 7, 2025
June 4, 2025
August 6, 2025

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services – Tampa, LLC, 4530 Eagle Falls Place, Tampa, Florida 33619 or by calling (813) 344-4844 ("District Office").

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (813) 334-4844 at least 48 hours prior to the meeting. 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), for aid 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 such appeal is to be based.

Richard McGrath
District Manager

SECTION VII

RESOLUTION 2024-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE APPOINTMENT OF REPRESENTATIVES TO ADDRESS RULE, POLICY AND TRESPASS VIOLATIONS; AUTHORIZING FORMS OF VOLUNTEER AGREEMENTS AND TRESPASS LETTER; DESIGNATING DISTRICT REPRESENTATIVES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Eagle Pointe Community Development District (the "**District**") is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District; and

WHEREAS, the District intends to own and maintain numerous recreation facilities, ponds, lake banks and common areas that will be located within the boundaries of the District (the "**District Facilities**"); and

WHEREAS, in order to prevent the future use of the District's Facilities without authorization or in a manner inconsistent with the District's policies which will govern the use of such District Facilities, the District desires to authorize community representatives to assist with rule, policy and trespass enforcement, and to secure the assistance of the Manatee County Sheriff's Office or such other law enforcement agencies as may be available, to prevent trespassing on District property; and

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

1. AUTHORIZATION; APPOINTMENT OF REPRESENTATIVES; FORM OF VOLUNTEER AGREEMENT; FORM OF TRESPASS LETTER. The Board hereby authorizes the Chair, in coordination with the District Manager, to appoint members of the CDD's Board of Supervisors, and any of the CDD's staff or representatives, to act on behalf of the District with respect to the enforcement of the District's rules and policies, including trespass enforcement. Any appointment by the Chair shall be in writing to the District Manager, who shall memorialize such appointment by (1) requiring any appointee to sign a volunteer agreement, substantially in the form attached hereto as **Exhibit A**, and (2) updating and distributing a trespass authorization letter, substantially in the form attached hereto as **Exhibit B.** Further, the Board hereby authorizes and directs the District Manager to issue a trespass letter substantially in the form attached as **Exhibit B**, and, subject to approval of the Chairman, to finalize the attachments to the letter.

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

3. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption by the Board of Supervisors of District.

PASSED AND ADOPTED on the 4th day of September, 2024.

ATTEST:

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary / Assistant Secretary

By:_____
Its:_____

EXHIBIT A: Volunteer Agreement
EXHIBIT B: Trespass Letter

EXHIBIT A

Eagle Pointe Community Development District
Trespass Enforcement Volunteer Application and Agreement

Name of Applicant: _____ **Date of Birth**: _____

Email Address: _____ **Phone**: _____

_____

Home Address **City** **State**

Days and Times of Availability _____
Person to Notify in Case of Emergency _____

References (2):

_____

Name **Phone Number** **Relationship**

_____

Name **Phone Number** **Relationship**

The Eagle Pointe Community Development District ("**District**") has sought assistance from the Manatee County Sheriff's Office, or such other law enforcement agencies as may be available, to prevent trespassing on the District's Amenity Center (herein "**District Amenity**"). The District is accepting applications for volunteers to assist in the consistent application of the District's trespassing policies ("**Volunteer**"). Requirements for becoming a Volunteer include:

- Applicant must be at least eighteen (18) years of age;
- Applicant must reside and own property within the District; and,
- Applicant must submit to a criminal records check through local, statewide, or federal law enforcement agencies.

The undersigned agrees that they have read, understood, and will comply with the District's policies, rules and procedures governing the use of the properties and amenities owned and/or operated by the District.

If accepted, the undersigned agrees that his or her responsibilities as a Volunteer shall be limited to the following:

a. Monitoring the District Amenity for after-hours use;
b. Reporting violators of the District's trespassing policies to law enforcement and cooperating with law enforcement officers dispatched to the reporting location; and,
c. Cooperating in the prosecution of persons subsequently arrested for trespass violations at the District Amenity.

The undersigned understands that the District only authorizes the undersigned to perform the volunteer responsibilities identified in this agreement and that any actions beyond the scope of this agreement shall not be endorsed by the District.

The undersigned knows and understands the risks that are inherent in assuming the responsibilities of a Volunteer. The undersigned hereby asserts that his or her participation is voluntary and knowingly assumes full responsibility for any and all risks of participation including, but not limited to, property damage, bodily injury, and death.

The undersigned agrees to indemnify, defend and hold harmless the District and their agents, supervisors, officers, directors, employees and staff from any and all liability claims, actions, suits or demands by any person corporation or other entity for injuries, death, property damage of any nature arising out of, or in connection with my role as a Volunteer. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes, or any other applicable law.

Signature of Applicant: _____ **Date**: _____

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

EXHIBIT B

Eagle Pointe Community Development District

4530 Eagle Falls Place, Tampa, Florida 33619
(813) 344-4844

_____

Manatee County Sheriff's Office
600 Highway 301 Boulevard West
Bradenton, Florida

Re: Eagle Pointe Community Development District Authorization for Law Enforcement Officers to Enforce Trespass Violations

I serve as District Manager for the Eagle Pointe Community Development District ("**District**"), a local unit of special-purpose government located in Manatee County, Florida, and am writing on behalf of the District. Please accept this letter as authorization for the Manatee County Sheriff's Office to order trespassers to leave the District's property and to otherwise enforce section 810.09, *Florida Statutes*, or any other applicable law related to trespasses on the District's property. For purposes of this authorization, "trespassers" refers to any person who, without being authorized, licensed or invited, willfully enters upon or remains on the District's property, as determined by any of the Authorized Representatives (defined below). Pursuant to District Resolution 2024-__, a copy of which is attached, the following individuals (together, "**Authorized Representatives**") are authorized to contact law enforcement officers in Manatee County, Florida and provide this written authorization to law enforcement officers for the purpose of enforcing the District's policy and Florida law:

1. Richard McGrath, the District's Manager, with an address of _____;
2. _____, with an address of _____;
3. _____, with an address of _____;
4. _____, with an address of _____;
5. _____, with an address of _____;
6. _____, with an address of _____;
7. _____, with an address of _____;

The Board of Supervisors and staff of the District will aid in the prosecution of any individuals arrested pursuant to this grant of authority. Should you have any questions regarding this authorization, please contact me at _____.

Sincerely,

_____
District Manager

Attachment A: Resolution 2024-__

SECTION VIII

communityxs

CommunityXS is a web content management system designed and developed for neighborhoods, communities, development districts, special purpose districts and homeowners' associations that enables managers, staff, and even board members, to create, modify, and remove content from the web. We realize there are some great commercial content management systems out there, but we think they're a little too complicated and our goal is to provide a simple, purpose-driven product specifically designed to meet the needs of a community.

The Back-End

A simple, easy-to-use web content management system.

If we were forced to say only one thing about CommunityXS, we'd say it's simple. A simple solution is easy to learn and easy to use. Purpose-driven solutions start with the user in mind. CommunityXS was built with input from dozens of Managers, and we continue to welcome the input.

With their help, we make a great product with awesome features.

- **Simple** - The content management system is everything you need and nothing more. The interface is clean and consistent.
- **Easy** - We know you're not a developer. There are no short codes, plugins, modules, or add-ons. Most tasks take a few clicks.
- **Efficient** - Manage more than one site! That's right; if you manage more than one site, log in and make changes to all of them.
- **Intuitive** - Although we're happy to provide training, you're probably not going to need it. You'll know what to do within minutes.

The Back-End interface allows users to log on, add, edit and remove web content and documents that appear on the public facing interface.

The Front-End

The content management system is only half of the solution. The public facing web site is just as important to the overall experience. The public facing interface is awesome!

- **It has a history of success.** CommunityXS is in use by many communities and the origins of the application framework date back to 2012. The application has served hundreds of communities over the years.
- **The design is clean and professional.** Presenting critical information is the primary mission of a CommunityXS site. A simple, straightforward, intuitive interface allows visitors to find what they need quickly.
- **The site is "Responsive".** This is a term used to describe a web interface that's capable of adapting to the size of the device being used to view the page. With limited display space, like on a phone, certain aspects of the site will change to accommodate the device.
- **It works without dependencies.** There are no client-side dependencies. All aspects of the site work regardless of the hardware or software on the device.
- **It's highly accessible.** The public facing interface of a CommunityXS site is the most "Accessible" interface. Relative to competing technology, CommunityXS is superior. You won't find an interface that works as well or goes to the extent to which a CommunityXS site accommodates users with assistive technology.
- **It's maintained.** The public facing interface is routinely evaluated, with consideration for improved technology, implementation methods and best practices. All sites running on the CommunityXS platform benefit from the updates and improvements to the underlying code and presentation layer of the interface.
- **It's customizable.** Custom Colors and imagery are unique to each site. While the presentation of the public facing site is structured, many aspects of the site can be configured to provide visitors with a unique experience.

Service Level Options:

Select from a suite of services. There are five services offered in different combinations.

Option:	A	B	C	D	E	F	G	H
	Site Hosting	Site Hosting	Site Hosting	Site Hosting	Site Hosting	Site Hosting	Site Hosting	Site Hosting
		Site Evaluation	Site Evaluation	Site Evaluation	Site Evaluation	Email (5)	Email (5)	Email (5)
			Email (5)	Email (5)	Email (5)	Email Archive (5)	Email Archive (5)	
				Email Archive (5)	Email Archive (5)	Archive Management		
					Archive Management			
Monthly Total:	**$80**	**$120**	**$195**	**$245**	**$270**	**$230**	**$205**	**$155**

- Site Hosting – The monthly service fee that covers access to the application and hosting of the website.
- Site Evaluation – The monthly fee that pays for a quarterly accessibility evaluation of the website.
- Email – The monthly cost of a mailbox; typically for a Board of five people. The cost of a mailbox is $15 a month. Email services are not sold separately and require Site Hosting.
- Email Archive – The monthly cost of email archive. The cost of an archive is $10.00 month in addition to the mailbox. Archive services are not sold separately and if the service is utilized, all mailboxes must have an archive.
- Email Archive Management – The monthly cost of having an archive manager. The cost of an archive manager is $25 per month. Archive Management services are not sold separately and require the purchase of Email Archive services.

Transition to CommunityXS:

We typically create a site in less than four hours!

If you're worried about the transition, don't be. It's very simple. It doesn't take too much time and we do it all for you. In most cases, the community has an existing site from which we gather all the content, contacts and documents. We'll move the three most recent years of historical data.

The final step is to transfer and/or point the web address to the CommunityXS servers. This is a technical step and we're happy to handle it too.

APPLICATION HOSTING AGREEMENT
CommunityXS

IMPORTANT - READ CAREFULLY: This Application Hosting Agreement ("Agreement") is a legal Agreement between you, the organization or entity, ("Customer") and VenturesIn.com, Inc. ("Provider") which covers the hosting by Provider of the CommunityXS Content Management System. Provider agrees to provide Service to Customer and Customer agrees to pay Provider for Service subject to the following terms and conditions:

1) **Service Term:**
   a) The effective date of this Agreement shall be the earlier of either: (i) the date on which Customer is first notified by Provider of Service availability or (ii) the date on which Customer first logs on to Service. This Agreement shall remain in effect until unless terminated by either party by giving forty-five (45) days written notice to the other party. Upon termination, Customer shall advise Provider as to the disposition of any Customer data that is stored as part of Service. A service charge may apply. In the event no disposition instructions are provided, or payment of the service charge is not made, any Customer data shall be deleted by Provider.
2) **Fees and Payments**
   a) Setup Fee: Not to exceed $320.00.
   b) Service Fee: $80.00 per month.
   c) Domain Name Registration: $29.99 per year.
   d) Fees for the Service term and any associated services shall be invoiced in advance and shall be payable on receipt or in accordance with any payment terms that are included on the invoice.
   e) If payment is not made according to the terms of the invoice, Provider reserves the right to terminate service.
3) **Services:**
   a) Provider shall host a web content management system and delivery platform ("Software").
   b) Provider shall provide Customer with application-level access to Software via an internet Uniform Resource Locator (URL) together with a User ID and password. No direct access to server hardware, operating system, database management system or other system resources shall be provided.
   c) Provider shall store all Customer data created and managed by Software, including files, text and parameters; data shall be backed-up on a separate storage system at regular intervals. The amount of storage and monthly network data transfer available to Customer shall not exceed two gigabytes (2GB) and one gigabyte (1GB) respectively, unless otherwise agreed in writing by Provider.
4) **Authorized Usage:**
   a) Customer agrees that access to Service shall be restricted to authorized agents.
   b) Customer shall use commercially reasonable efforts to protect User IDs and passwords.
   c) Customer agrees that authorized Provider support personnel may access system as required to diagnose and resolve technical issues.
5) **Service Level:**
   a) Service shall be always available to Customer unless maintenance or upgrades require the system to be unavailable.
6) **Limited Warranty:**
   a) Provider warrants that the Service will conform substantially with the Service Level for the term of the Service. Customer acknowledges that Provider does not warrant that the Service shall be uninterrupted or error-free.
7) **Customer Remedies:**
   a) Provider's entire liability and Customer's exclusive remedy shall be as defined in this Agreement. No other remedies are provided to Customer under this Agreement.
8) **No Other Warranties:**
   a) Except for the Limited Warranty stated above, and to the maximum extent permitted by law, Provider disclaims all other warranties whether express or implied.
9) **Limited Liability:**
   a) It is expressly agreed that in no event shall Provider be liable for any damages whatsoever. The total liability of Provider to Customer, and anyone claiming by, through, or under Customer for any claims, losses, costs, or damages whatsoever arising out of, or resulting from use or inability to use the Service, from any cause or causes, including but not limited to loss of data, service interruption, negligence, professional errors and omissions, strict liability, breach of contract, or failure to perform, shall not exceed the total compensation received by Provider for Services.
10) **Other Agreements:**
   a) This Agreement overrides all prior written and oral communications regarding the Service and sets out the entire agreement between Provider and the Customer.
   b) Supplemental Agreements for Consulting Service may extend the Services related to hosting the Software. Other agreements attached hereto include specific terms relating to other services and only apply during the term of this agreement.
11) **No Waiver:**
   a) Any failure by either party to exercise an option or right conferred by this Agreement shall not of itself constitute or be deemed a waiver of such option or right.
12) **Severability:**
   a) If any provision in this Agreement is declared void or unenforceable by any judicial or administrative authority this shall not nullify the remaining provisions of this Agreement which shall remain in full force and effect.
13) **Law:**
   a) This Agreement shall be governed by the laws of the State of Florida and the parties agree to submit to the exclusive jurisdiction and venue of the Court of Hillsborough County, Florida in connection with any legal actions hereunder.
14) **General:**
   a) Should you have any questions concerning this Agreement, or if you desire to contact Provider for any reason, please write: VenturesIn.com, Inc., P.O. Box 272855, Tampa, Florida 33688.

I agree to the terms and conditions of this Hosting Agreement.
Customer Signature

_____
Organization/Community/CDD/HOA

_____ _____ _____

Print Name and Title | Sign | Date

SUPPLEMENTAL AGREEMENT FOR WEBSITE ACCESSIBILITY CONSULTING SERVICE

CommunityXS

IMPORTANT - READ CAREFULLY: This Supplemental Agreement for Website Accessibility Consulting Service ("Agreement") is a legal Agreement between you, the organization or entity, ("Customer") and VenturesIn.com, Inc. ("Consultant") which covers the service by Consultant to perform a website accessibility audit and remediation. Consultant agrees to provide Service to Customer and Customer agrees to pay Consultant for Service subject to the following terms and conditions:

15) Engagement:
- a) Customer desires that Consultant conduct a website accessibility evaluation of a CommunityXS application-based web site.
- b) Customer desires that Consultant remedy issues found during a website accessibility evaluation.
- c) This Agreement shall remain in effect until unless terminated by either party by giving forty-five (45) days written notice to the other party.

16) Fees and Payments
- a) Service Fee: $40.00 per month.
- b) Fees for the Services and any associated services shall be invoiced in advance and shall be payable on receipt or in accordance with any payment terms that are included on the invoice.
- c) If payment is not made according to the terms of the invoice, VenturesIn reserves the right to terminate Services.

17) Services:
- a) Consultant shall, pursuant to the terms of this Agreement perform a comprehensive website accessibility evaluation (the “Services”) with respect to the Web Content Accessibility Guidelines (WCAG) set forth by the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI). The consultant shall use a variety of tools and software products to facilitate the website accessibility evaluation. The Consultant shall evaluate all website content using automated testing tools and shall manually evaluate each page by reading or otherwise visually inspecting all elements.
- b) Consultant shall, pursuant to the terms of this Agreement, modify website code and content (the “Services”) to conform to the Web Content Accessibility Guidelines (WCAG) set forth by the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI).

18) Performance:
- a) Conformance to the Web Content Accessibility Guidelines (WCAG) shall be measured and scored by automated accessibility audits generated by Lighthouse, an open-source website auditing suite developed and maintained by Google.
- b) Consultant agrees to modify web code and content to reach an Accessibility score of one hundred (100); indicating all applicable automated audits are “Passed”.

19) Service Frequency:
- a) Service shall be performed once per calendar quarter within five (5) days of the previous date of Service.

20) Authorized Usage:
- a) Customer agrees that authorized VenturesIn support personnel may access system as required to facilitate Services.

21) Errors and Omissions:
- a) Subject to the terms of this Agreement, the Customer shall not be prejudiced in any way by inadvertent errors or omissions made by Consultant in connection with this Agreement provided such errors and omissions are corrected promptly following discovery thereof. Upon the discovery of an inadvertent error or omission, Consultant shall make all appropriate adjustments as soon as practicable to correct such inadvertent error or omission.

22) Limitation of Liability
- a) It is expressly agreed that in no event shall Consultant be liable for any damages whatsoever. The total liability of Consultant to Customer, and anyone claiming by, through, or under Customer for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Service or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or failure to perform, shall not exceed the total compensation received by Consultant for Services.

23) Customer Remedies:
- a) Consultant’s entire liability and Customer's exclusive remedy shall be as defined in this Agreement. No other remedies are provided to Customer under this Agreement.

24) Supplemental Agreement:
- a) This Agreement supplements, and is automatically terminated upon termination of, the Application Hosting Agreement CommunityXS**.**

25) No Waiver:
- a) Any failure by either party to exercise an option or right conferred by this Agreement shall not of itself constitute or be deemed a waiver of such option or right.

26) Severability:
- a) If any provision in this Agreement is declared void or unenforceable by any judicial or administrative authority this shall not nullify the remaining provisions of this Agreement which shall remain in full force and effect.

27) Law:
- a) This Agreement shall be governed by the laws of the State of Florida and the parties agree to submit to the exclusive jurisdiction and venue of the Court of Hillsborough County, Florida in connection with any legal actions hereunder.

28) General:
- a) Should you have any questions concerning this Agreement, or if you desire to contact VenturesIn for any reason, please write: VenturesIn.com, Inc., P.O. Box 272855, Tampa, Florida 33688.

I agree to the terms and conditions of this Consultant Service Agreement.
Customer Signature

_____
Organization/Community/CDD/HOA

_____ _____ _____

Print Name and Title | Sign | Date

SECTION IX

CustomReserves LLC

PREPARED FOR:

Eagle Pointe

Community Development District

Reserve Study Proposal

PREPARED BY:

Paul Grifoni, PRA, RS

Engineer
Reserve Specialist, RS
Professional Reserve Analyst, PRA
Licensed Home Inspector

Custom Reserves

5470 E Busch Blvd., Unit 171
Tampa, Fl 33617
Office: (888) 927-7865
Fax: (813) 200-8448
www.CustomReserves.com

Eagle Pointe Community Development District
Reserve Study Proposal

Jason Greenwood
District Manager

Eagle Pointe Community Development District
Reference #1460

11450 Moonsail Dr.
Parrish, FL 34219



Dear Board of Supervisors:

Thank you for the opportunity to be of service to your community. We take great pride in our work and in helping all our clients navigate through the Reserve Study process.

A Reserve Study is a key financial planning tool that helps Management and the Board in maintaining the common property components and planning for the future.

Included in Your Reserve Study:

- **Excellent communication** with our team. We listen to our clients' concerns. From the timing of the inspection and report delivery to the financial or physical aspects of the community, we always listen and hear your concerns.
- **Industry-leading experience** in all varieties of community associations, resorts, commercial properties, country clubs and more! With over 30 years of combined experience in the industry, we take the guess work out of budget season.
- **Timely contract completion** is a must. We understand how important your receivables can be for budget and community meetings. We take great care in saying what we mean and meaning what we say when it comes to timely delivery.
- **Accuracy** in results. The results depicted in a reserve study are only as good as the estimates of useful life, replacement cost and age of the individual components. More experience leads to greater accuracy in our product.
- **Relationship-building** is paramount. A reserve study requires updating every 2 to 3 years to keep up to date with changes in construction costs, inflation and interest rate, and new technology. We put our client relationships at the forefront of our core values.

Eagle Pointe Community Development District
Reserve Study Proposal

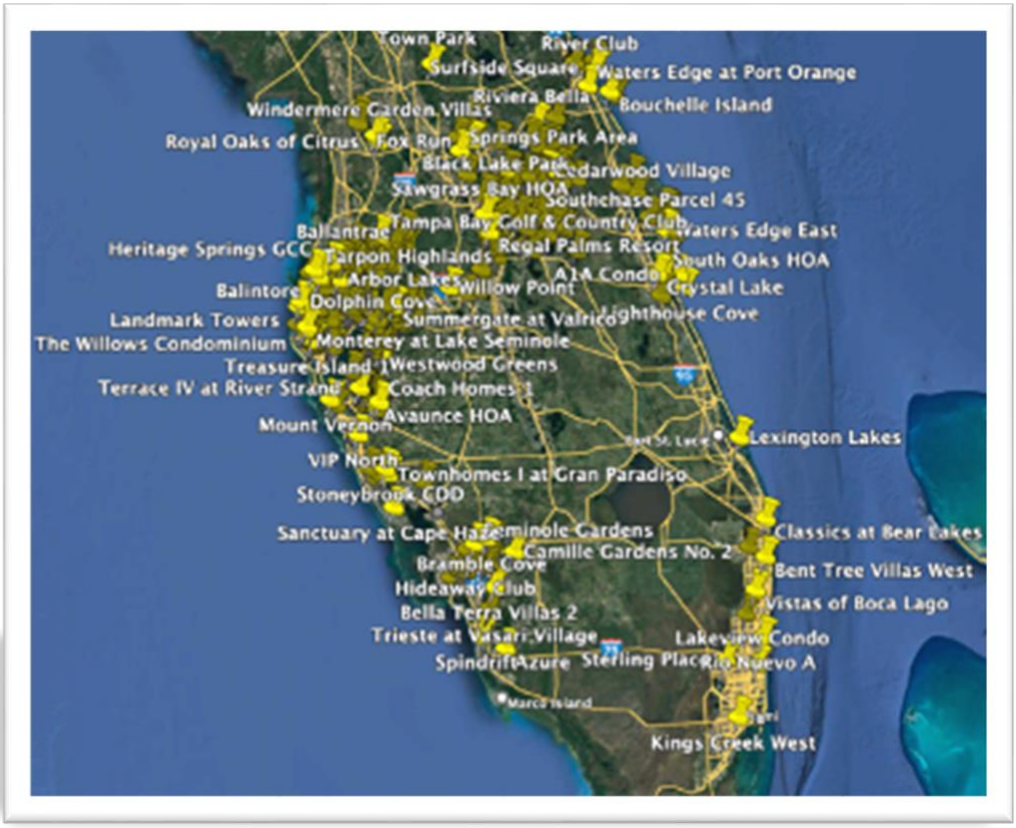
Benefits of a Custom Reserves Report

- **Proper and accurate** reserve planning for the future
- **Increased awareness** of upcoming major property repairs and replacements
- **Maximized** property and re-sale values when adequately funded
- **Increased** likelihood of loans being granted by lenders when adequately funded
- **Decreased** stress in knowing that a special assessment is not looming around the corner!

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Florida Clients Served



Report Content and Data Visualization

CONDITION MODEL

Component Type	Component Name	Condition	Urgency	1st Year of Replacement
Exterior Building	Chimney Caps, Partial Replacements	5		2027
Exterior Building	Roofs, Aluminum-Coated Shakes (Incl. Soffit and Fascia)	6		2050
Exterior Building	Walls, Siding, Wood, Paint Finishes, Phased	6		2023
Exterior Building	Walls, Siding, Wood, Partial Replacements	6		2023
Property Site	Asphalt Pavement, Crack Repair and Patch	4		
Property Site	Asphalt Pavement, Mill and Overlay, Phased	4		
Property Site	Concrete Streets and Common Flatwork, Partial Replacement	5		
Property Site	Light Fixtures, Bollards (Incl. Pool Area)	6		
Property Site	Pipes, Subsurface Utilities, Partial Replacement	7		
Clubhouse	Clubhouse, Deck, Composite and Wood, Replacement (Incl. Rail)	10		
Clubhouse	Clubhouse, Exterior Renovation	7		
Clubhouse	Clubhouse, HVAC Equipment, Replacement	7		
Clubhouse	Clubhouse, Interior Renovations	6		
Clubhouse	Clubhouse, Parking Area and Pool, Light Poles and Fixtures	7		
Clubhouse	Clubhouse, Roof, Aluminum (Incl. Gutters and Downspouts)	8		2050
Clubhouse	Clubhouse, Windows and Doors	6		2028
Pool	Pool, Bulkhead, Wood, Replacement	3		2024
Pool	Pool, Deck, Pavers, Replacement (Incl. Clubhouse Area)	4		2028
Pool				
Pool				
Pool				

Easily view components by **Condition** and **Urgency**

PROPERTY COMPONENT MODEL

COMPONENT	COMMON COMPONENTS (X) RESERVES	OPERATING	LONG-LIVED	REMAINING COMPONENTS (O) OWNER	OTHER
Asphalt Pavement, Crack Repair and Patch	X				
Asphalt Pavement, Mill and Overlay, Phased	X				
Chimney Caps, Partial Replacements	X				
Clubhouse, Bicycle Rack		X			
Clubhouse, Deck, Composite and Wood, Replacement (Incl. Rail)	X				
Clubhouse, Exterior Renovation	X				
Clubhouse, HVAC Equipment, Replacement	X				
Clubhouse, Interior Renovations	X				
Clubhouse, Parking Area and Pool, Light Poles and Fixtures	X				
Clubhouse, Roof, Aluminum (Incl. Gutters and Downspouts)	X				
Windows and Doors	X				
iveways at Cluster Homes				O	
eets and Common Flatwork, Partial Replacement	X				
ge, Serving Cluster Homes				O	
lkways, Serving Cluster Homes				O	
ss Than $7,000		X			
s					O
s)			X		
and Associated Components					O
Downspouts, Serving Cluster Homes				O	
ystem Air Conditioners, Serving Cluster Homes				O	
rrigation System, Controls		X			
Irrigation System, Pumps		X			
Light Fixtures, Bollards (Incl. Pool Area)	X				
Light Fixtures, Exterior, Serving Cluster Homes		X			
Light Poles and Fixtures at Streets					O
Other Repairs Normally Funded Through the Operating Budget		X			
Pipes, Subsurface Utilities, Partial Replacement	X				
Ponds, Serving Golf Course					O
Pool, Bulkhead, Wood, Replacement	X				
Pool, Deck, Pavers, Replacement (Incl. Clubhouse Area)	X				
Pool, Fence, Metal, Replacement	X				
Pool, Finishes, Plaster and Tile (Incl. Coping)	X				
Pool, Structure and Deck, Total Replacement	X				
Pool, Trash Receptacles		X			

Easily view components by **Funding Source** and **Responsibility**

Eagle Pointe Community Development District
Reserve Study Proposal

Objectives

Conduct an on-site inspection of the common property, document condition and forecast a customized funding plan required to replace or repair these elements as they wear out over the course of their useful lives.

Scope of Services

1. An on-site meeting with Management and/or the Board.
2. Physical Analysis that includes an on-site inspection of the common property documented by photographs.
3. 30-year replacement/repair schedule that includes custom useful lives.
4. Financial Analysis with a 30-year Cash Flow and/or Component method of funding.
5. Electronic copy in PDF format of the Reserve Study that includes a detailed narrative including tables, graphs and charts depicting the findings.
6. Expenditures and Funding Plan in Excel upon request.
7. One hard copy of the Full Reserve Study upon request.
8. Free unlimited phone and online support.
9. One revision of the study up to the end of the current fiscal year.

Affiliations

Our services are provided by an Engineer with reserve study credentials from the Association of Professional Reserve Analysts (APRA) and Community Associations Institute (CAI). Additional qualifications include a Licensed Home Inspector with the Florida Association of Building Inspectors, construction management experience including estimating and scheduling.

Custom Reserves experience includes inspection and condition analysis of hundreds of communities. A partial list of relevant experience is included on the last page.

Please allow approximately four weeks from inspection for report delivery. When the Reserve Study is complete, your community will have access to live support and edit capability until the budget is approved. These revisions include adjustments to variables such as costs, times of replacement, inflation, and interest rates.

Cost estimates are based on localized information gathered from resources that include, but are not limited to, local vendors and industry databases, combined with experience in home building, site development and actual data gathered from conducting thousands of reserve studies, collectively. Useful lives are generated from several factors such as environment, construction materials and historical information.

Client Responsibilities

This project requires involvement by your accounting personnel. To help achieve a smooth and successful implementation, it will be your responsibility to perform the following:

1. Include a copy of the financial statements i.e. (balance sheet, income statement and/or copy of the annual budget along with other financial reports.)
2. Supply the governing documents if applicable.
3. Provide access to all common areas.
4. Disclose known historical information.

Report Use

You may show our report in its entirety to those third parties who need to review the information contained herein. The Client and other third parties viewing this report should not reference Custom Reserves or our report, in whole or in part, in any document prepared and/or distributed to third parties without our written consent. This report contains intellectual property by Custom Reserves, LLC specified to this engagement.

Client agrees to indemnify and hold harmless Custom Reserves against any and all loses, claims, actions, damages, expenses or liabilities, including attorney's fees, to which Custom Reserves may become subject in connection with this engagement, because of any false, misleading or incomplete information supplied by client or third parties under client's control or direction.

The inspection and analysis of the subject property is limited to visual observations and is noninvasive. Custom Reserves does not investigate, nor assume any responsibility for any existence or impact of any hazardous materials, structural, latent or hidden defects which may or may not be present on or within the property. Our opinions of estimated costs and remaining useful lives are not a guarantee or a warranty of the common components.

Client Name

Custom Reserves maintains the confidentiality of all conversations, documents provided and the contents of the report, subject to legal or administrative process or proceedings. These conditions can only be modified by written documents executed by both parties.

Click Here
For Sample Report



Components Anticipated to be Included in Your Custom Reserve Study

Component Category	Component Name
Clubhouse	Exterior Renovations | HVAC Equipment | Interior Renovations | Roof | Windows and Doors
Pool	Deck | Fence | Finishes (Plaster and Tile) | Furniture | Mechanical Equipment | Rest Room Renovations
Property Site	Asphalt Pavement | Concrete Flatwork | Fences | Gate Entry Systems | Gate House | Irrigation System | Lighting | Pavers | Perimeter Walls | Playground Equipment | Ponds | Storm Water System | Signage | Recreational Courts

Confirmation of Services

Fee estimates are based on the components summarized in the previous table. The fee for this Full Reserve Study is ---------- **$5,500**.

Custom Reserves appreciates the opportunity to be of service. Upon acceptance of this proposal, **please sign and return this page along with a fifty percent (50%) retainer payment**. We will contact you to schedule a site visit and inspection upon receipt of this payment. The remaining balance will be due upon receipt of the report.

This letter sets forth the understanding of the District and serves as confirmation of services provided by Custom Reserves.

Owner reserves the right to reject any and/or all Proposals received, and to rebid if the Owner deems necessary. Owner is not subject to pay any costs incurred by Vendors in the preparation and submission of their Proposals.

Sincerely,

Paul Grifoni, PRA, RS
Engineer
Reserve Specialist
Professional Reserve Analyst
Licensed Insurance Adjuster
Licensed Home Inspector

5470 E Busch Blvd., Unit 171
Tampa, Fl 33617
Office: (888) 927-7865
Fax: (813) 200-8448
contact@customreserves.com
www.CustomReserves.com

Accepted By Title Date

OPTIONAL future services are available upon request as depicted below. If your Association is interested in any of the following services, **please check the appropriate box** and we can provide pricing upon completion of the current reserve study. Please note that a non-site update can only be conducted one time between site visits.

- ☐ Annual Review of the 30-year expenditures and funding plan(s) only
- ☐ Non-site update
- ☐ Update with site visit

Experience

Experience includes condominiums, homeowners associations, planned unit developments, property owner associations, co-operatives and community development districts with construction styles that range from townhouses to hi-rises. Other experience includes specialty establishments such as golf clubs, international properties, vacation ownership resorts (timeshares) as well as worship, retreat and camp facilities.

A partial list of recent reserve study experience follows below:

Southshore Falls Homeowners Association is a planned unit development established in 2004 and located in Apollo Beach, FL and is responsible for the common elements shared by 866 homes within 308 Single Family, 58 Quad and 163 Villa buildings. The amenity center includes a 14,000 square foot clubhouse, lagoon-style pool, fitness center, café, tennis and bocce courts.

Harbor Bay Community Development District owns and operates the community areas of Mira Bay in Apollo Beach FL including common areas, recreational facilities, public roadways, storm water management systems, street lighting, landscaping, clubhouse with café, lap pool, waterslide, clay tennis courts 35,000 linear feet of sea wall, boatlifts.

Lake Club Homeowners' Association is a large, planned unit development located in Lakewood Ranch, Fl. Lake Club was established in 2005. The development contains a clubhouse with two pools, tennis center and property site components located throughout the community.

Gillette Grove Homeowner's Association is a planned unit development located in Palmetto, FL and is responsible for the common elements shared by 141 property owners. Gillette Grove was established in 2007. The development contains fences, irrigation, mailboxes, playground, signage and ponds.

Legends Bay Community Development District is a local unit of special purpose government located in Bradenton, FL, 250 homes established in 2007 that contains subsurface utilities, ponds, signage, fences and perimeter walls.

Mount Vernon Condominium is located in Bradenton FL, established in 1977 and is responsible for clubhouse, pool, property site components and the exterior building elements shared by 149 Villas, 10 Apartment and 10 Lakehouse buildings.

SECTION X

SECTION A

ESTIMATE

Nick Knows LLC
3848 Sun City Center Blv
Suite 104 PMB 1039
Ruskin, Florida 33573
United States

8554656697
www.nickknowscleaning.com

BILL TO
Eagle Point CDD
Matt O'Nolan
11450 Moonsail Drive
Parrish, Florida 34219
United States

813-824-2525
manager@eaglepointecdd.com

Estimate Number:	EPCDD29
Estimate Date:	July 19, 2024
Valid Until:	July 31, 2024
Estimate Total (USD):	**$1,500.00**

Items	Quantity	Price	Amount
Clubhouse Facility Cleaning and Monthly Pressure Wash Services: Vacuuming/Sweeping, Dusting, and Mopping for Clubhouse, Entryway, Office, Outside Lounge area, and Bathroom (Sanitizing all sinks toilets, stalls, and floors). Purchasing: (reimbursement by CDD) and maintaining clubhouse supplies including paper towels, toilet paper, hand soap, garbage bags, and removal of all outside pool garbage. (3) times a week service Monthly Pressure Wash Service: Pressure wash vestibule area, bathroom entrance area, and open areas of the amenity center.	1	$1,500.00	$1,500.00

Subtotal:	$1,500.00
Total:	$1,500.00
Estimate Total (USD):	**$1,500.00**

Notes / Terms
Signature: _____
Signature Date: _____

Thank You for Your Business!

Powered by wave

SECTION B

SECTION i

FRANCHISED BUSINESS SERVICE AGREEMENT

The Undersigned ("CUSTOMER") hereby accepts the proposal of Lakewood Ranch Professional Cleaning, an independent Coverall North America, Inc. ("COVERALL") Franchised Business ("FRANCHISED BUSINESS") for specified cleaning services, and the parties agree that the FRANCHISED BUSINESS will supply Coverall® System Services for CUSTOMER's premises located at:

•*Customer:* : Eagle Pointe CDD/ Rizzetta & Co.
•*Street Address:* 11450 Moonsail dr.
•*City, State, Zip*: Parrish, FL 34219

Upon the following terms:

1. Monthly Service Charge:

   $1150 per month, plus taxes, if applicable; to include 3 time(s) per week service. *Initial* _____

   ---- W/O dog park

   Service Days:

   ☒ Monday ☐ Tuesday ☒ Wednesday ☐ Thursday ☒ Friday ☐ Saturday ☐ Sunday

   The services are to be performed in the evening, unless otherwise agreed to by the parties.

2. CUSTOMER acknowledges that all COVERALL® System Services will be performed by FRANCHISED BUSINESS. FRANCHISED BUSINESS has successfully completed COVERALL's Training Program and has insurance and a janitorial bond.

3. Included in the Service Charge will be service, cleaning supplies, and any equipment, which will be furnished by FRANCHISED BUSINESS. The Service Charge does not include liners, paper supplies, and toiletries, which can be provided at CUSTOMER's expense, at competitive prices. The Service Charge also does not include any use tax, tax on sales, services or supplies, or other such tax, which taxes shall be paid by CUSTOMER. CUSTOMER agrees to reimburse FRANCHISED BUSINESS the amount of any such taxes if paid by FRANCHISED BUSINESS on CUSTOMER's behalf.

4. All services specified in the Service Plan attached to this Service Agreement will be provided to CUSTOMER in a satisfactory manner by the FRANCHISED BUSINESS. CUSTOMER acknowledges that only those Services and/or Additional Services specifically identified in the Service Plan will be provided under this Service Agreement.

5. Additional services, not included in FRANCHISED BUSINESS's Service Charge, to be performed upon request, priced per occurrence, at CUSTOMER'S expense, include:

Additional Services	*Charge*	*Area*	*Square Footage*
a.	$		
b.	$		
c.	$		
d.	$		
e.	$		

   Additional services accepted by: _____
   Signature

6. (a) The term of this Service Agreement is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This Service Agreement shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

   (b) Termination/Notice: If a party to this Service Agreement fails to perform its obligations (the "non-performing party"), the party claiming non-performance shall send the non-performing party written notice, specifying the manner of non-performance. This notice will provide that the non-performing party shall have fifteen (15) days from receipt of the notice to cure or correct the items of non-performance (the "Cure Period"). If these items are not corrected or cured within the Cure Period, the claiming party may issue a thirty (30) day written notice of termination and/or pursue other available remedies for default.

If the CUSTOMER's notice under this ¶6(b) concerns service issues, the CUSTOMER shall permit the FRANCHISED BUSINESS access to the premises during the Cure Period to cure the service issue; and shall also accompany the FRANCHISED BUSINESS on an inspection of the premises during the fifteen (15) day cure period. Failure to comply will entitle FRANCHISED BUSINESS to collect the full amount due through the Term of this Service Agreement.

(c) Notwithstanding the above, FRANCHISED BUSINESS may, but shall not be obligated to, terminate this Service Agreement immediately for non-payment by CUSTOMER of Service Charges due.

7. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise FRANCHISED BUSINESS accordingly, and an adjustment in the Service Charge, as agreed to by the parties, will be made. At FRANCHISED BUSINESS's option, upon written notice, the Service Charge shall increase by two percent (2%) annually effective upon the start of each subsequent year after the date the services begin.

8. CUSTOMER agrees that it will not employ or contract with any of FRANCHISED BUSINESS's employees during the term of this Service Agreement or for one hundred and eighty (180) days after termination of this Service Agreement, without FRANCHISED BUSINESS'S written consent.

9. COVERALL will bill CUSTOMER monthly on behalf of the FRANCHISED BUSINESS. CUSTOMER agrees to pay COVERALL by check or ACH payment the amount that is due and owing under the terms of this Service Agreement within 10 days of billing date. Late payments will incur service and finance charges. In the event of default on payment, CUSTOMER agrees to pay COVERALL's and the FRANCHISED BUSINESS's attorney's fees and costs for collection.

10. Services shall be performed as stated in the Service Plan attached to this Service Agreement with the exception of the following six (6) legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No Service Charge credits will be issued for these holidays. However, service can be provided on these holidays at an additional cost if required. Services shall be scheduled during the hours approved or directed by manager/owner.

11. If "Additional Special Services" are included in the Service Plan attached to this Service Agreement, and if CUSTOMER cancels any periodic Special Services described therein for which a prorated monthly charge is included in CUSTOMER'S total monthly Service Charge, any amount owing by CUSTOMER for Special Services performed prior to the cancellation shall be payable in full no later than five (5) days after the cancellation.

12. The undersigned warrant and represent that they have full authority to enter into this Service Agreement, and that it will be binding upon the parties and their respective successors and assigns.

13. This Service Agreement and attached exhibits constitute the complete agreement of the parties concerning the provision of cleaning services to the CUSTOMER, and supersedes all other prior or contemporaneous agreements between the parties, whether written or oral, on the same subject. No waiver or modification of this Service Agreement shall be valid unless in writing and executed by FRANCHISED BUSINESS and CUSTOMER. Additionally, in no event shall the terms and conditions of any purchase order or other form subsequently submitted by CUSTOMER to FRANCHISED BUSINESS becomes a part of this Service Agreement, and FRANCHISED BUSINESS shall not be bound by any such terms and conditions.

14. This Service Agreement may be assigned by the FRANCHISED BUSINESS to COVERALL; and shall be automatically assigned to COVERALL upon (a) termination of FRANCHISED BUSINESS's Janitorial Franchise Agreement for any reason; (b) expiration of the Janitorial Franchise Agreement; or (c) unsatisfactory service to the CUSTOMER that is not timely cured by FRANCHISED BUSINESS.

CUSTOMER:	FRANCHISED BUSINESS:
Signature and Date	*Signature and Date*
	Isreal Lagos, owner, Lakewood Ranch Professional Cleaning
Print Name and Title, Its Authorized Representative	*Print Name and Title, Its Authorized Representative*
Email Address	*Service Start Date*

Please email signed contract to: Michael.Roithmeier@Coverall.com

SECTION ii

FRANCHISED BUSINESS SERVICE AGREEMENT

The Undersigned ("CUSTOMER") hereby accepts the proposal of Lakewood Ranch Professional Cleaning, an independent Coverall North America, Inc. ("COVERALL") Franchised Business ("FRANCHISED BUSINESS") for specified cleaning services, and the parties agree that the FRANCHISED BUSINESS will supply Coverall® System Services for CUSTOMER's premises located at:

•*Customer:* : Eagle Pointe CDD/ Rizzetta & Co.
•*Street Address:* 11450 Moonsail dr.
•*City, State, Zip*: Parrish, FL 34219

Upon the following terms:

1. Monthly Service Charge:

   $1275 per month, plus taxes, if applicable; to include 3 time(s) per week service. *Initial* _____

   ---- includes dog park

   Service Days:

   ☒ Monday ☐ Tuesday ☒ Wednesday ☐ Thursday ☒ Friday ☐ Saturday ☐ Sunday

   The services are to be performed in the evening, unless otherwise agreed to by the parties.

2. CUSTOMER acknowledges that all COVERALL® System Services will be performed by FRANCHISED BUSINESS. FRANCHISED BUSINESS has successfully completed COVERALL's Training Program and has insurance and a janitorial bond.

3. Included in the Service Charge will be service, cleaning supplies, and any equipment, which will be furnished by FRANCHISED BUSINESS. The Service Charge does not include liners, paper supplies, and toiletries, which can be provided at CUSTOMER's expense, at competitive prices. The Service Charge also does not include any use tax, tax on sales, services or supplies, or other such tax, which taxes shall be paid by CUSTOMER. CUSTOMER agrees to reimburse FRANCHISED BUSINESS the amount of any such taxes if paid by FRANCHISED BUSINESS on CUSTOMER's behalf.

4. All services specified in the Service Plan attached to this Service Agreement will be provided to CUSTOMER in a satisfactory manner by the FRANCHISED BUSINESS. CUSTOMER acknowledges that only those Services and/or Additional Services specifically identified in the Service Plan will be provided under this Service Agreement.

5. Additional services, not included in FRANCHISED BUSINESS's Service Charge, to be performed upon request, priced per occurrence, at CUSTOMER'S expense, include:

Additional Services	*Charge*	*Area*	*Square Footage*
a.	$		
b.	$		
c.	$		
d.	$		
e.	$		

Additional services accepted by: _____
Signature

6. (a) The term of this Service Agreement is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This Service Agreement shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

   (b) Termination/Notice: If a party to this Service Agreement fails to perform its obligations (the "non-performing party"), the party claiming non-performance shall send the non-performing party written notice, specifying the manner of non-performance. This notice will provide that the non-performing party shall have fifteen (15) days from receipt of the notice to cure or correct the items of non-performance (the "Cure Period"). If these items are not corrected or cured within the Cure Period, the claiming party may issue a thirty (30) day written notice of termination and/or pursue other available remedies for default.

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If the CUSTOMER's notice under this ¶6(b) concerns service issues, the CUSTOMER shall permit the FRANCHISED BUSINESS access to the premises during the Cure Period to cure the service issue; and shall also accompany the FRANCHISED BUSINESS on an inspection of the premises during the fifteen (15) day cure period. Failure to comply will entitle FRANCHISED BUSINESS to collect the full amount due through the Term of this Service Agreement.

(c) Notwithstanding the above, FRANCHISED BUSINESS may, but shall not be obligated to, terminate this Service Agreement immediately for non-payment by CUSTOMER of Service Charges due.

7. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise FRANCHISED BUSINESS accordingly, and an adjustment in the Service Charge, as agreed to by the parties, will be made. At FRANCHISED BUSINESS's option, upon written notice, the Service Charge shall increase by two percent (2%) annually effective upon the start of each subsequent year after the date the services begin.

8. CUSTOMER agrees that it will not employ or contract with any of FRANCHISED BUSINESS's employees during the term of this Service Agreement or for one hundred and eighty (180) days after termination of this Service Agreement, without FRANCHISED BUSINESS'S written consent.

9. COVERALL will bill CUSTOMER monthly on behalf of the FRANCHISED BUSINESS. CUSTOMER agrees to pay COVERALL by check or ACH payment the amount that is due and owing under the terms of this Service Agreement within 10 days of billing date. Late payments will incur service and finance charges. In the event of default on payment, CUSTOMER agrees to pay COVERALL's and the FRANCHISED BUSINESS's attorney's fees and costs for collection.

10. Services shall be performed as stated in the Service Plan attached to this Service Agreement with the exception of the following six (6) legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No Service Charge credits will be issued for these holidays. However, service can be provided on these holidays at an additional cost if required. Services shall be scheduled during the hours approved or directed by manager/owner.

11. If "Additional Special Services" are included in the Service Plan attached to this Service Agreement, and if CUSTOMER cancels any periodic Special Services described therein for which a prorated monthly charge is included in CUSTOMER'S total monthly Service Charge, any amount owing by CUSTOMER for Special Services performed prior to the cancellation shall be payable in full no later than five (5) days after the cancellation.

12. The undersigned warrant and represent that they have full authority to enter into this Service Agreement, and that it will be binding upon the parties and their respective successors and assigns.

13. This Service Agreement and attached exhibits constitute the complete agreement of the parties concerning the provision of cleaning services to the CUSTOMER, and supersedes all other prior or contemporaneous agreements between the parties, whether written or oral, on the same subject. No waiver or modification of this Service Agreement shall be valid unless in writing and executed by FRANCHISED BUSINESS and CUSTOMER. Additionally, in no event shall the terms and conditions of any purchase order or other form subsequently submitted by CUSTOMER to FRANCHISED BUSINESS becomes a part of this Service Agreement, and FRANCHISED BUSINESS shall not be bound by any such terms and conditions.

14. This Service Agreement may be assigned by the FRANCHISED BUSINESS to COVERALL; and shall be automatically assigned to COVERALL upon (a) termination of FRANCHISED BUSINESS's Janitorial Franchise Agreement for any reason; (b) expiration of the Janitorial Franchise Agreement; or (c) unsatisfactory service to the CUSTOMER that is not timely cured by FRANCHISED BUSINESS.

CUSTOMER:	FRANCHISED BUSINESS:
Signature and Date	*Signature and Date*
	Isreal Lagos, owner, Lakewood Ranch Professional Cleaning
Print Name and Title, Its Authorized Representative	*Print Name and Title, Its Authorized Representative*
Email Address	*Service Start Date*

Please email signed contract to: Michael.Roithmeier@Coverall.com

SECTION XI

Illuminations Holiday Lighting

Proposal

8606 Herons Cove Pl
Tampa, FL 33647
Tim Gay (813) 334-4827

TO:
Eagle Pointe CDD
c/o GMS
4530 Eagle Falls Pl
Tampa, FL 33619

JOB DESCRIPTION
Holiday Lighting and Decoration for Eagle Pointe

	ITEMIZED ESTIMATE: TIME AND MATERIALS	AMOUNT
	Clubhouse	
	Install warm white C9s outlining front edge of clubhouse, peaks and dormers	$2,250.00
	Install warm white, LED mini lights in 2 palm trees front center of clubhouse	$800.00
	Entrance - Carter Rd and Barrier Coast Trail	$2,535.00
Main Entrance	Install warm white C9s outlining top of 3 column caps	
	Install warm white C9s outlining top of Isles at Bayview sign (both sides)	
	Install 6 x 36" wreaths with lights and bows on both sides of 3 monument columns	
	Install warm white LED mini lights on palm tree in front of center median sign	$400.00
	Install warm white LED mini lights in 2 palm trees in center median	$800.00
	Install warm white LED mini lights in 2 palm trees on exit	$800.00
	50% Deposit Required	
	TOTAL ESTIMATED JOB COST	**$7,585.00**

* Price includes rental of materials, labor, installation, service and removal.
* Illuminations Holiday Lighting takes the utmost care and precaution to protect your premises and property.
* Customer hereby authorizes Illuminations Holiday Lighting, to install and / or remove all materials on said property as provided herein.
* Assumes adequate power available. If additional power needed client is responsible for providing.
* Please note: Loss of material due to theft or vandalism is reimbursable at cost
* Remaining balance of project due upon receipt of invoice after installation.
* Removal process begins after New Years Day. It can take up to a week or more for completion. Power can be turned off in the interim.

Tim Gay — PREPARED BY

8/27/2024 — DATE

AUTHORIZED SIGNATURE FOR EAGLES POINTE CDD

DATE

CONFIDENTIAL - This message is sent on behalf of Illuminations Holiday Lighting and is intended for authorized personnel and Board Members of Eagle Pointe CDD only. As the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

SECTION XII

SECTION A

Eagle Pointe
Community Development District
Check Register Summary
May 1, 2024 through July 31, 2024

Fund	Date	Check #'s		Amount
		Check Register		
General Fund				
	05/01/24	100320-100327	$	12,036.55
	05/03/24	100328-100330	$	2,534.00
	05/06/24	100331-100332	$	5,335.00
	05/09/24	100333	$	6,423.52
	05/13/24	100334	$	70.00
	05/15/24	100335-100336	$	1,481.26
	05/20/24	100337	$	2,055.00
	05/22/24	100338-100340	$	7,691.01
	05/30/24	100341-100349	$	4,334.34
	06/03/24	100350-100352	$	6,420.13
	06/04/24	100353	$	1,100.00
	06/06/24	100354-100357	$	9,158.96
	06/14/24	100358-100365	$	15,966.72
	06/19/24	100366-100369	$	7,583.50
	06/21/24	100370	$	199.00
	07/01/24	100276 Voided	$	(199.00)
	07/05/24	100371-100372	$	7,003.94
	07/09/24	100373-100383	$	31,363.39
	07/12/24	100384	$	189.52
	07/26/24	100385-100397	$	14,056.08
Total Check Register			**$**	**134,802.92**
		ACH Debit		
General Fund ACH Debit				
	05/06/24	FPL 94944-10112	$	3,567.39
	05/13/24	Spectrum	$	232.93
	05/21/24	FPL 09468-99440	$	1,542.53
	05/21/24	FPL 77602-89491	$	32.04
	05/23/24	Peace River	$	32.81
	05/29/24	FPL 62286-79491	$	76.67
	06/04/24	FPL 94944-10112	$	3,543.38
	06/13/24	Spectrum	$	232.93
	06/20/24	FPL 09468-99440	$	970.73
	06/20/24	FPL 77602-89491	$	34.36
	06/25/24	FPL 62286-79491	$	65.95
	06/25/24	Peace River	$	32.81
	07/15/24	Spectrum	$	232.93
	07/11/24	FPL 77602-89491	$	35.06
	07/22/24	FPL 09468-99441	$	1,059.82
	07/23/24	Peace River	$	32.95
	07/29/24	FPL 62286-79491	$	70.97
Total ACH Debit			**$**	**11,796.26**
Total Check Register & ACH Debit			**$**	**146,599.18**

Check Date	Vendor Name	Check #	Invoice Number	Invoice Description	Amount
5/1/24	V1954--Rizzetta & Company, Inc.	100320	INV0000089466	Personnel Reimbursement 04/26/24	55.55
5/1/24	V1954--Rizzetta & Company, Inc.	100321	INV0000089346	Landscape Consulting Services 05/24	5,088.26
5/1/24	V04110--Disclosure Technology Services LLC	100322	1123	FY 2020 Bond Series Dissemination Services	1,500.00
5/1/24	V0969--Gator Air Conditioning, Inc.	100323	2056123	A/C Repairs 03/24	3,269.00
5/1/24	V1575--Manatee County Utilities Department	100324	100153724 1/6	8420 Breakers Ln. 04/24	152.11
5/1/24	V1575--Manatee County Utilities Department	100325	100153668 1/6	11005 Moonsail Dr. 04/24	146.04
5/1/24	V1575--Manatee County Utilities Department	100326	100153781 1/6	11450 Moonsail Dr. 04/24	725.59
5/1/24	V2295--Suncoast Pool Service, Inc.	100327	10271	Monthly Pool Maintenance 05/24	1,100.00
5/3/24	V0039--Action Security, Inc.	100328	25914	Monthly Monitoring Service 05/24	195.00
5/3/24	V0969--Gator Air Conditioning, Inc.	100329	2056383	A/C Repairs 02/24	934.00
5/3/24	V2175--Sitex Aquatics, LLC	100330	8321-B	Lake & Mitigation Services 05/24	1,405.00
5/6/24	V0779--Eco-Logic Services, LLC	100331	3863	Lake & Mitigation Services 04/24	3,835.00
5/6/24	V1343--Juniper Landscaping of Florida, LLC	100332	262347	Fertilization & Insect and Disease Control 04/24	1,500.00
5/6/24	V02863--Florida Power & Light Company		94944-10112 04/24 Autopay	Street Lights # Isles at Bayvi 04/24	3,567.39
5/9/24	V1343--Juniper Landscaping of Florida, LLC	100333	262421	Grounds Maintenance 05/24	6,423.52
5/13/24	V0070--Affordable Backflow Testing	100334	21133	Backflow Preventer Test 05/24	70.00
5/13/24	V2207--Spectrum		0442567042424 Autopay	Internet Service 05/24	232.93
5/15/24	V1954--Rizzetta & Company, Inc.	100335	INV0000089523	General Management & Personnel Reimbursement 05/24	1,307.06
5/15/24	V1229--Jan-Pro of Manasota	100336	1348	Janitorial Supplies 04/24	174.20
5/20/24	V1160--Illuminations Holiday Lighting, LLC	100337	516524	Repair Motion Light & Assess Lights 05/24	2,055.00
5/21/24	V02863--Florida Power & Light Company		09468-99440 04/24 Autopay	11450 Moonsail Dr #AMNTY 04/24	1,542.53
5/21/24	V02863--Florida Power & Light Company		77602-89491 04/24 Autopay	11004 Moonsail Dr # Sign 04/24	32.04
5/22/24	V1229--Jan-Pro of Manasota	100338	81279	Janitorial Services 05/24	1,623.00
5/22/24	V1343--Juniper Landscaping of Florida, LLC	100339	257114	Irrigation Repairs 03/24	383.53
5/22/24	V1428--Kutak Rock, LLP	100340	3394468	Legal Services 04/24	5,684.48
5/23/24	V1859--Peace River Electric Cooperative, Inc.		182570001 04/24 Autopay	11404 Carter Rd 04/24	32.81
5/29/24	V02863--Florida Power & Light Company		62286-79491 05/24 Autopay.	8205 Barrier Coast TRL 05/24	76.67
5/30/24	V1954--Rizzetta & Company, Inc.	100341	INV0000090121	Personnel Reimbursement 05/24/24	1,898.03
5/30/24	V04040--Catherine Corelli Chianese	100342	CC052324	Board of Supervisors Meeting 05/23/24	400.00
5/30/24	V0969--Gator Air Conditioning, Inc.	100343	2057126	A/C Repairs 05/24	89.00
5/30/24	V04199--John Leinaweaver	100344	JL052324	Board of Supervisors Meeting 05/23/24	200.00
5/30/24	V04534--Kevin G. Gagne	100345	KG052324	Board of Supervisors Meeting 05/23/24	400.00
5/30/24	V04139--Summit Fire & Security LLC	100346	1559746	Service Call - Extinguisher Recharge 05/24	497.00
5/30/24	V2403--The Observer Group, Inc.	100347	24-00802M	Legal Advertising 05/24	50.31
5/30/24	V04533--Thomas F. Dougherty	100348	TD052324	Board of Supervisors Meeting 05/23/24	400.00
5/30/24	V04184--William J Hathaway	100349	WH052324	Board of Supervisors Meeting 05/23/24	400.00

Check Date	Vendor Name	Check #	Invoice Number	Invoice Description	Amount
6/3/24	V1954--Rizzetta & Company, Inc.	100350	INV0000090001	Management Services 06/24	5,088.26
6/3/24	V0892--Florida Department of Health in Manatee Co	100351	41-BID-7206120 05/24	Pool Permit - Amenity Center 05/24	250.00
6/3/24	V1575--Manatee County Utilities Department	100352	100153668 5/24	11005 Moonsail Dr. 05/24	1,081.87
6/4/24	V2295--Suncoast Pool Service, Inc.	100353	10367	Monthly Pool Maintenance 06/24	1,100.00
6/4/24	V02863--Florida Power & Light Company		94944-10112 05/24 Autopay	Street Lights # Isles at Bayvi 05/24	3,543.38
6/6/24	V0039--Action Security, Inc.	100354	26163	Monthly Monitoring Service 06/24	195.00
6/6/24	V0779--Eco-Logic Services, LLC	100355	3969	Lake & Mitigation Services 05/24	2,770.00
6/6/24	V1343--Juniper Landscaping of Florida, LLC	100356	265682	Irrigation Repairs 05/24	2,783.96
6/6/24	V2175--Sitex Aquatics, LLC	100357	8661-B	Monthly Larvicide Application 06/24	3,410.00
6/13/24	V2207--Spectrum		0442567052424 Autopay	Internet Service 06/24	232.93
6/14/24	V04040--Catherine Corelli Chianese	100358	CC060624	Board of Supervisors Meeting 06/06/24	200.00
6/14/24	V1229--Jan-Pro of Manasota	100359	81688	Janitorial Services 06/24	1,932.59
6/14/24	V1343--Juniper Landscaping of Florida, LLC	100360	267399	Grounds Maintenance 06/24	10,587.34
6/14/24	V04534--Kevin G. Gagne	100361	KG060624	Board of Supervisors Meeting 06/06/24	200.00
6/14/24	V04533--Thomas F. Dougherty	100362	TD060624	Board of Supervisors Meeting 06/06/24	200.00
6/14/24	V04184--William J Hathaway	100363	WH060624	Board of Supervisors Meeting 06/06/24	200.00
6/14/24	V1954--Rizzetta & Company, Inc.	100364	INV0000086584	Out of Pocket Expenses 12/23	211.13
6/14/24	V1954--Rizzetta & Company, Inc.	100365	INV0000090187	General Management & Personnel Reimbursement 06/24	2,435.66
6/19/24	V0039--Action Security, Inc.	100366	26281	Service Call 05/24	1,125.00
6/19/24	V1343--Juniper Landscaping of Florida, LLC	100367	268038	Insect and Disease Control 06/24	400.00
6/19/24	V1990--Regions Bank Corporate Trust	100368	116870		3,750.00
6/19/24	V2286--Sun State Landscape Management, Inc.	100369	58632	Install Mulch 06/24	2,308.50
6/20/24	V02863--Florida Power & Light Company		09468-99440 05/24 Autopay	11450 Moonsail Dr #AMNTY 05/24	970.73
6/20/24	V02863--Florida Power & Light Company		77602-89491 05/24 Autopay	11004 Moonsail Dr # Sign 05/24	34.36
6/21/24	V03571--Tier 1 Pest Solutions LLC	100370	62065	Pest Control Services 05/24	199.00
6/25/24	V02863--Florida Power & Light Company		62286-79491 06/24 Autopay	8205 Barrier Coast TRL 06/24	65.95
6/25/24	V1859--Peace River Electric Cooperative, Inc.		182570001 05/24 Autopay	11404 Carter Rd 05/24	32.81
7/1/24	V03571--Tier 1 Pest Solutions LLC	Voided - 100276	53041	Pest Control Services 01/24	(199.00)
7/5/24	V1954--Rizzetta & Company, Inc.	100371	INV0000090999	Personnel Reimbursement 06/21/24	1,915.68
7/5/24	V1954--Rizzetta & Company, Inc.	100372	INV0000091024	Accounting Services 07/24	5,088.26
7/9/24	V1954--Rizzetta & Company, Inc.	100373	INV0000091187	General Management & Personnel Reimbursement 07/24	2,440.67
7/9/24	V0039--Action Security, Inc.	100374	26445	Monthly Monitoring Service 07/24	195.00
7/9/24	V0779--Eco-Logic Services, LLC	100375	4078	Lake & Mitigation Services 06/24	7,800.00
7/9/24	V1168--Innersync Studio, Ltd	100376	22414	Website & Compliance Services - 07/24	384.38
7/9/24	V1229--Jan-Pro of Manasota	100377	82079	Janitorial Services 07/24	1,623.00
7/9/24	V1343--Juniper Landscaping of Florida, LLC	100378	270682	Plant Replacement 06/24	7,246.40

Check Date	Vendor Name	Check #	Invoice Number	Invoice Description	Amount
7/9/24	V1428--Kutak Rock, LLP	100379	3410556	Legal Services 05/24	5,874.43
7/9/24	V1575--Manatee County Utilities Department	100380	100153668 1/4	11005 Moonsail Dr. 06/24	1,090.51
7/9/24	V2175--Sitex Aquatics, LLC	100381	8797-B	Monthly Larvicide Application 06/24	3,410.00
7/9/24	V2295--Suncoast Pool Service, Inc.	100382	10440	Monthly Pool Maintenance 07/24	1,100.00
7/9/24	V03571--Tier 1 Pest Solutions LLC	100383	64350	Pest Control Services 06/24	199.00
7/12/24	V1229--Jan-Pro of Manasota	100384	1401	Janitorial Supplies 06/24	189.52
7/15/24	V2207--Spectrum		0442567062424 Autopay	Internet Service 07/24	232.93
7/22/24	V02863--Florida Power & Light Company	20240722-1	77602-89491 06/24 Autopay	11004 Moonsail Dr # Sign 06/24	35.06
7/22/24	V02863--Florida Power & Light Company	20240722-2	09468-99440 06/24 Autopay	11450 Moonsail Dr #AMNTY 06/24	1,059.82
7/23/24	V1859--Peace River Electric Cooperative, Inc.	20240723-1	182570001 06/24 Autopay	11404 Carter Rd 06/24	32.95
7/26/24	V0070--Affordable Backflow Testing	100385	21465	Backflow Preventer Test 07/24	50.00
7/26/24	V04040--Catherine Corelli Chianese	100386	CC072524	Board of Supervisors Meeting 07/25/24	200.00
7/26/24	V02863--Florida Power & Light Company	100387	94944-10112 06/24 Autopay	Street Lights # Isles at Bayvi 06/24	3,502.10
7/26/24	V1229--Jan-Pro of Manasota	100388	82406	Special Janitorial Services 07/24	345.00
7/26/24	V04534--Kevin G. Gagne	100389	KG072524	Board of Supervisors Meeting 07/25/24	200.00
7/26/24	V1428--Kutak Rock, LLP	100390	3424149	Legal Services 06/24	3,945.55
7/26/24	V1456--Landscape Maintenance Professionals, Inc.	100391	185404	Grounds Maintenance 07/24	4,224.00
7/26/24	V1759--Nick Knows LLC	100392	EPCCDD120	Install Hydraulics - Pool Gate 07/24	495.00
7/26/24	V03201--Spectrum	100393	4.42567E+11	Internet Service 08/24	232.93
7/26/24	V2403--The Observer Group, Inc.	100394	24-01076M	Legal Advertising 07/12	262.50
7/26/24	V04533--Thomas F. Dougherty	100395	TD072524	Board of Supervisors Meeting 07/25/24	200.00
7/26/24	V03571--Tier 1 Pest Solutions LLC	100396	66507	Pest Control Services 07/24	199.00
7/26/24	V04184--William J Hathaway	100397	WH072524	Board of Supervisors Meeting 07/25/24	200.00
7/29/24	V02863--Florida Power & Light Company	20240729-1	62286-79491 07/24 Autopay	8205 Barrier Coast TRL 07/24	70.97
					146,599.18

SECTION B

Rizzetta & Company

Eagle Pointe
Community Development District

Financial Statements
(Unaudited)

July 31, 2024

Prepared by: Rizzetta & Company, Inc.

eaglepointecdd.org
rizzetta.com

Eagle Pointe Community Development District

Balance Sheet

As of 07/31/2024

(In Whole Numbers)

	General Fund	Debt Service Fund	Capital Project Fund	Total Gvmnt Fund	Fixed Assets Group	Long-Term Debt
Assets						
Cash In Bank	211,101	0	0	211,101	0	0
Investments	0	405,694	6,042	411,736	0	0
Accounts Receivable	247	0	0	246	0	0
Prepaid Expenses	3,437	0	0	3,438	0	0
Refundable Deposits	6,666	0	0	6,665	0	0
Fixed Assets	0	0	0	0	7,878,556	0
Amount Available in Debt Service	0	0	0	0	0	405,694
Amount To Be Provided Debt Service	0	0	0	0	0	6,999,306
Total Assets	221,451	405,694	6,042	633,186	7,878,556	7,405,000
Liabilities						
Deferred Revenue	84,596	0	0	84,596	0	0
Accrued Expenses	7,465	0	0	7,465	0	0
Other Current Liabilities	225	0	0	225	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	7,405,000
Deposits Payable	900	0	0	900	0	0
Total Liabilities	93,186	0	0	93,186	0	7,405,000
Fund Equity & Other Credits						
Beginning Fund Balance	25,001	397,742	(8,575)	414,169	0	0
Investment In General Fixed Assets	0	0	0	0	7,878,556	0
Net Change in Fund Balance	103,264	7,952	14,617	125,832	0	0
Total Fund Equity & Other Credits	128,265	405,694	6,042	540,001	7,878,556	0
Total Liabilities & Fund Equity	221,451	405,694	6,042	633,186	7,878,556	7,405,000

206 General Fund

Eagle Pointe Community Development District
Statement of Revenues and Expenditures
As of 07/31/2024
(In Whole Numbers)

	Year Ending 09/30/2024	Through 07/31/2024	Year To Date 07/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Special Assessments				
Off Roll	56,825	56,825	58,403	(1,578)
Tax Roll	568,244	568,244	574,203	(5,959)
Other Misc. Revenues				
Clubhouse Rentals	0	0	2,640	(2,640)
Total Revenues	625,069	625,069	635,246	(10,177)
Expenditures				
Legislative				
Supervisor Fees	3,800	3,167	5,600	(2,434)
Total Legislative	3,800	3,167	5,600	(2,434)
Financial & Administrative				
Accounting Services	20,049	16,707	16,707	0
Administrative Services	5,012	4,177	4,177	0
Arbitrage Rebate Calculation	900	450	0	450
Assessment Roll	5,569	5,569	5,569	0
Auditing Services	4,100	4,100	4,100	0
Bank Fees	0	0	197	(196)
Disclosure Report	5,000	5,000	6,500	(1,500)
District Engineer	8,000	6,667	0	6,666
District Management	22,388	18,656	18,656	0
Dues, Licenses & Fees	1,550	1,321	175	1,146
Financial & Revenue Collections	4,010	3,342	3,342	0
Legal Advertising	2,000	1,667	357	1,310
Public Officials Liability Insurance	2,794	2,794	2,629	165
Trustees Fees	3,500	3,500	3,750	(250)
Website Hosting, Maintenance, Backup & E	2,738	2,281	2,537	(256)
Total Financial & Administrative	87,610	76,231	68,696	7,535
Legal Counsel				
District Counsel	15,000	12,500	26,085	(13,585)
Total Legal Counsel	15,000	12,500	26,085	(13,585)
Electric Utility Services				
Utility - Street Lights	35,000	29,167	36,880	(7,713)
Utility Services	40,000	33,333	17,250	16,083
Total Electric Utility Services	75,000	62,500	54,130	8,370
Water-Sewer Combination Services				
Utility Services	15,000	12,500	9,671	2,830

206 General Fund

Eagle Pointe Community Development District
Statement of Revenues and Expenditures
As of 07/31/2024
(In Whole Numbers)

	Year Ending 09/30/2024	Through 07/31/2024	Year To Date 07/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Total Water-Sewer Combination Services	15,000	12,500	9,671	2,830
Stormwater Control				
Aquatic Maintenance	25,000	20,834	22,190	(1,357)
Fountain Service Repair & Maintenance	3,000	2,500	0	2,500
Midge Fly Treatments	30,000	25,000	7,280	17,720
Wetland Monitoring & Maintenance	17,940	14,950	37,910	(22,960)
Total Stormwater Control	75,940	63,284	67,380	(4,097)
Other Physical Environment				
General Liability Insurance	3,416	3,416	3,214	202
Holiday Decorations	10,000	10,000	10,806	(807)
Irrigation Maintenance & Repair	10,000	8,333	6,505	1,830
Landscape Inspection Services	8,400	7,000	7,000	0
Landscape Maintenance	91,356	76,130	124,399	(48,270)
Ornamental Lighting & Maintenance	1,000	833	2,400	(1,567)
Property Insurance	38,727	38,727	36,177	2,550
Total Other Physical Environment	162,899	144,439	190,501	(46,062)
Parks & Recreation				
Access Control Maintenance & Repair	5,000	4,167	6,140	(1,973)
Clubhouse Facility Janitorial Supplies	5,000	4,167	1,221	2,946
Clubhouse Janitorial Services	22,000	18,333	16,575	1,758
Computer Support, Maintenance & Repair	1,500	1,250	365	885
Employee - Mileage Reimbursement	350	292	828	(536)
Landscape & Irrigation Maintenance	39,600	33,000	0	33,000
Maintenance & Repairs	15,000	12,500	17,279	(4,779)
Management Contract	46,295	38,579	35,555	3,024
Office Supplies	5,000	4,166	1,704	2,463
Pest Control	2,500	2,084	1,592	491
Pest Control & Termite Bond	750	625	0	625
Playground Equipment & Maintenance	3,500	2,916	0	2,917
Pool Furniture Replacement	5,000	4,167	0	4,167
Pool Permits	375	375	250	125
Pool Repair & Maintenance	2,000	1,667	520	1,146
Pool Service Contract	13,200	11,000	11,000	0
Security & Fire Monitoring Services	750	625	0	625
Security System	6,000	5,000	0	5,000
Telephone, Internet, Cable	2,500	2,083	2,183	(99)
Total Parks & Recreation	176,320	146,996	95,212	51,785
Special Events				
Special Events	8,000	6,667	4,622	2,044
Total Special Events	8,000	6,667	4,622	2,044

206 General Fund

Eagle Pointe Community Development District
Statement of Revenues and Expenditures
As of 07/31/2024
(In Whole Numbers)

	Year Ending 09/30/2024	Through 07/31/2024	Year To Date 07/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Contingency				
Miscellaneous Contingency	2,000	1,667	10,085	(8,419)
Reserve Study	3,500	2,916	0	2,917
Total Contingency	5,500	4,583	10,085	(5,502)
Total Expenditures	625,069	532,867	531,982	884
Total Excess of Revenues Over(Under) Expenditures	0	92,202	103,264	(11,062)
Fund Balance, Beginning of Period	0	0	25,001	(25,001)
Total Fund Balance, End of Period	0	92,202	128,265	(36,063)

206 Debt Service Fund S2020

Eagle Pointe Community Development District
Statement of Revenues and Expenditures
As of 07/31/2024
(In Whole Numbers)

	Year Ending 09/30/2024	Through 07/31/2024	Year To Date 07/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	19,599	(19,599)
Special Assessments				
Tax Roll	456,026	456,026	460,807	(4,781)
Total Revenues	456,026	456,026	480,406	(24,380)
Expenditures				
Debt Service				
Interest	301,026	301,026	302,988	(1,961)
Principal	155,000	155,000	155,000	0
Total Debt Service	456,026	456,026	457,988	(1,961)
Total Expenditures	456,026	456,026	457,988	(1,961)
Total Excess of Revenues Over(Under) Expenditures	0	0	22,418	(22,418)
Total Other Financing Sources(Uses)				
Interfund Transfer (Expense)				
Interfund Transfer	0	0	(14,467)	14,467
Total Other Financing Sources(Uses)	0	0	(14,467)	14,467
Fund Balance, Beginning of Period	0	0	397,743	(397,743)
Total Fund Balance, End of Period	0	0	405,694	(405,694)

206 Capital Projects Fund S2020

Eagle Pointe Community Development District
Statement of Revenues and Expenditures
As of 07/31/2024
(In Whole Numbers)

	Year Ending 09/30/2024	Through 07/31/2024	Year To Date 07/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	150	(150)
Contributions & Donations from Private Sources				
Developer Contributions	0	0	16,961	(16,961)
Total Revenues	0	0	17,111	(17,111)
Expenditures				
Other Physical Environment				
Improvements Other Than Buildings	0	0	16,961	(16,962)
Total Other Physical Environment	0	0	16,961	(16,962)
Total Expenditures	0	0	16,961	(16,962)
Total Excess of Revenues Over(Under) Expenditures	0	0	150	(150)
Total Other Financing Sources(Uses)				
Interfund Transfer (Revenue)				
Interfund Transfer	0	0	14,467	(14,467)
Total Other Financing Sources(Uses)	0	0	14,467	(14,467)
Fund Balance, Beginning of Period	0	0	(8,575)	8,575
Total Fund Balance, End of Period	0	0	6,042	(6,042)

Eagle Pointe CDD
Investment Summary
July 31, 2024

Account	Investment		Balance as of July 31, 2024
Regions Series 2020 Revenue	Goldman Sachs Financial Square Government Fund	$	173,236
Regions Series 2020 Reserve	Goldman Sachs Financial Square Government Fund		231,898
Regions Series 2020 Interest	Goldman Sachs Financial Square Government Fund		277
Regions Series 2020 Sinking Fund	Goldman Sachs Financial Square Government Fund		283
	Total Debt Service Fund Investments	**$**	**405,694**
Regions Series 2020 Acquisition & Construction	Goldman Sachs Financial Square Government Fund	$	6,007
Regions Series 2020 Construction Escrow	Goldman Sachs Financial Square Government Fund		35
	Total Capital Projects Fund Investments	**$**	**6,042**

Eagle Pointe Community Development District
Summary A/R Ledger
From 07/01/2024 to 07/31/2024

	Fund_ID	Fund Name	Customer	Invoice Number	AR Account	Date	Balance Due
206, 2221							
	206-001	206 General Fund	Del Webb Bayview HOA	AR00001851	11510	07/01/2024	246.67
Sum for 206, 2221							**246.67**
Sum for 206							**246.67**
Sum Total							**246.67**

EAGLE POINTE
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS SERIES 2020

Construction Account Activity Through July 31, 2024

01/24/22	CR 107	Level Up Consulting	(22,532.04)	Cleared
01/24/22	CR 108	Mortensen Engineering Inc	(2,000.00)	Cleared
03/04/22	CR 109	Clearview Land Design	(1,080.00)	Cleared
03/04/22	CR 110	Level Up Consulting	(23,227.10)	Cleared
03/04/22	CR 111	Mortensen Engineering Inc	(6,000.00)	Cleared
11/06/23	CR112	KL Eagle Pointe LLC	(14,276.30)	Cleared
		Total Requisitions:	**(6,981,616.05)**	
		Total COI and Requisitions:	**(7,308,716.05)**	
		Total Outflows:	**(7,308,716.05)**	
		Series 2020 Construction Fund Balance at July 31, 2024	**$ 6,042.13**	

EAGLE POINTE CDD
COMMUNITY DEVELOPMENT DISTRICT
Custody Account - Series 2020

Construction Custody Account Activity Through July 31, 2024

Inflows:	**Developer Contributions**		**$ 467,383.81**
		Total Developer Contributions:	**467,383.81**
		Total Inflows	**$ 467,383.81**

Outflows:

Requisition Date	Requisition Number	Contractor	Amount	Status As of 07/31/24
04/21/22	CUS 1	BrightView Landscape Development	$ (38,253.60)	Cleared
04/21/22	CUS 2	Clearview Land Design, PL	(1,295.36)	Cleared
04/21/22	CUS 3	LevelUp Consulting, LLC	(27,403.70)	Cleared
04/21/22	CUS 4	Mortensen Engineering, Inc.	(6,000.00)	Cleared
05/26/22	CUS 5	Clearview Land Design, PL	(1,570.00)	Cleared
05/26/22	CUS 6	GeoPoint Surveying, Inc.	(7,150.00)	Cleared
05/26/22	CUS 7	LevelUp Consulting, LLC	(13,795.52)	Cleared
05/26/22	CUS 8	Mortensen Engineering, Inc.	(7,245.00)	Cleared
09/15/22	CUS 9	BrightView Landscape Development	(68,895.43)	Cleared
09/15/22	CUS 10	Clearview Land Design, PL	(9,779.64)	Cleared
09/15/22	CUS 11	Eco-Logic Services, LLC	(6,575.00)	Cleared
09/15/22	CUS 12	Everde Growers	(20,662.00)	Cleared
09/15/22	CUS 13	GeoPoint Surveying, Inc.	(14,700.00)	Cleared
09/15/22	CUS 14	LevelUp Consulting, LLC	(8,400.16)	Cleared
10/11/22	CUS 15	BrightView Landscape Development	(54,991.22)	Cleared
10/11/22	CUS 16	Creative Sign Designs	(3,063.50)	Cleared
10/11/22	CUS 17	GeoPoint Surveying, Inc.	(9,995.00)	Cleared
10/11/22	CUS 18	SiteOne Landscape Supply, LLC	(12,721.45)	Cleared
12/13/22	CUS 19	BrightView Landscape Development	(2,889.00)	Cleared
12/13/22	CUS 20	Clearview Land Design, PL	(180.00)	Cleared
12/13/22	CUS 21	GeoPoint Surveying, Inc.	(3,600.00)	Cleared
12/13/22	CUS 22	Manatee County Utilities Department	(590.00)	Cleared
01/24/23	CUS 23	BrightView Landscape Development	(27,773.28)	Cleared
01/24/23	CUS 24	Clearview Land Design, PL	(23.45)	Cleared
01/24/23	CUS 25	Ballenger Irrigation	(2,360.00)	Cleared
01/24/23	CUS 26	BrightView Landscape Development	(4,505.00)	Cleared
01/24/23	CUS 27	LevelUp Consulting, LLC	(3,973.15)	Cleared
01/31/23	CUS 28	BrightView Landscape Development	(13,088.60)	Cleared
02/21/23	CUS 29	Clearview Land Design, PL	(1,440.00)	Cleared
03/15/23	CUS 30	LevelUp Consulting LLC	(4,053.44)	Cleared
05/04/23	CUS 31	GeoPoint Surveying, Inc.	(700.00)	Cleared
05/22/23	CUS32	BrightView Landscape Development	(19,806.00)	Cleared
05/22/23	CUS33	LevelUp Consulting LLC	(8,371.68)	Cleared
07/20/23	CUS 34	RIPA & Associates, LLC	(9,898.50)	Cleared
09/11/23	CUS 35	LevelUp Consulting LLC	(6,133.37)	Cleared
09/11/23	CUS 36	GeoPoint Surveying, Inc.	(19,148.00)	Cleared
09/11/23	CUS 37	LevelUp Consulting LLC	(9,392.16)	Cleared
12/06/23	CUS 38	Kutak Rock		VOID
03/21/24	CUS 39	Clearview Land Design, PL	(249.60)	Cleared
03/21/24	CUS 40	GeoPoint Surveying, Inc.	(16,502.00)	Cleared
03/21/24	CUS 41	Clearview Land Design, PL	(210.00)	Cleared
		Total Requisitions:	**(467,383.81)**	

Total Requisitions:	**(467,383.81)**
Total Outflows:	**(467,383.81)**
Series 2021 Custody Account Balance at July 31, 2024	**$ -**

Eagle Pointe Community Development District
Notes to Unaudited Financial Statements
July 31, 2024

Balance Sheet

1. Trust statement activity has been recorded through 07/31/24.
2. See EMMA (Electronic Municipal Market Access) at http://www.emma.msrb.org for Municipal Disclosures and Market Data.

SECTION C

EAGLE POINTE
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS SERIES 2020

Construction Account Activity Through July 31, 2024

Inflows:	**Debt Proceeds**	**$**	**7,140,004.10**
	Underwriter Discount		**157,100.00**
	Total Bond Proceeds:		**7,297,104.10**
	Interest Earnings		**1,177.09**
	Transfers from Reserve		**16,476.99**
	Total Inflows:	**$**	**7,314,758.18**

Requisition Date	Requisition Number	Contractor		Amount	Status as of 07/31/24
07/29/20	COI	Underwriter Discount	$	(157,100.00)	Cleared
07/29/20	COI	Rizzetta & Company, Inc.		(35,000.00)	Cleared
07/29/20	COI	Greenburg Traurig, P.A.		(45,000.00)	Cleared
07/29/20	COI	Squire Patton Boggs LLP		(5,000.00)	Cleared
07/29/20	COI	Gray Robinson, P.A.		(40,000.00)	Cleared
07/29/20	COI	Hopping Green & Sams		(38,500.00)	Cleared
07/29/20	COI	Regions Bank		(5,250.00)	Cleared
08/11/20	COI	Imagemaster		(1,250.00)	Cleared
		Total COI Expenses:		**(327,100.00)**	
08/13/20	CR 1	RIPA & Associates, LLC		(149,076.84)	Cleared
09/02/20	CR 2	Armorock, LLC		(22,675.00)	Cleared
09/02/20	CR 3	Atlantic TNG, LLC		(46,014.20)	Cleared
09/02/20	CR 4	GeoPoint Surveying, Inc.		(3,600.00)	Cleared
09/02/20	CR 5	RIPA & Associates, LLC		(186,631.53)	Cleared
09/29/20	CR 6	Atlantic TNG, LLC		(16,170.90)	Cleared
09/30/20	CR 7	RIPA & Associates, LLC		(474,604.18)	Cleared
11/11/20	CR 8	Armorock, LLC		(82,014.00)	Cleared
11/11/20	CR 9	Atlantic TNG, LLC		(30,939.60)	Cleared
11/11/20	CR 10	County Materials Corporation		(102,858.04)	Cleared
11/11/20	CR 11	RIPA & Associates, LLC		(567,247.57)	Cleared
11/12/20	CR 12	Creative Sign Designs		(4,922.50)	Cleared
11/25/20	CR 13	Masterpiece Design Group		(29,077.25)	Cleared
12/11/20	CR 14	Atlantic TNG, LLC		(9,672.90)	Cleared
12/11/20	CR 15	Kimes Engineering		(5,100.00)	Cleared
12/11/20	CR 16	RIPA & Associates, LLC		(291,528.84)	Cleared
12/17/20	CR 17	KL Eagle Pointe LLC		(118,191.76)	Cleared
12/15/20	CR 18	Atlantic TNG, LLC		(18,866.05)	Cleared
12/15/20	CR 19	Ferguson Waterworks		(45,219.18)	Cleared
12/15/20	CR 20	Mortensen Engineering, Inc		(15,000.00)	Cleared

EAGLE POINTE
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS SERIES 2020

Construction Account Activity Through July 31, 2024

12/22/20	CR 21	Atlantic TNG, LLC	(2,758.80)	Cleared
12/22/20	CR 22	Eco-Logic Services	(42,325.00)	Cleared
12/22/20	CR 23	Ferguson Waterworks	(20,750.54)	Cleared
01/12/21	CR 24	Mortensen Engineering, Inc	(3,760.00)	Cleared
01/12/21	CR 25	Ferguson Waterworks	(32,741.04)	Cleared
01/12/21	CR 26	Armorock, LLC	(5,605.00)	Cleared
01/12/21	CR 27	County Materials Corporation	(21,965.78)	Cleared
01/12/21	CR 28	Eco-Logic Services	(47,625.00)	Cleared
01/12/21	CR 29	Ferguson Waterworks	(213,874.65)	Cleared
01/12/21	CR 30	RIPA & Associates, LLC	(313,074.55)	Cleared
02/28/21	CR 31	Cemex, Inc.	(1,308.00)	Cleared
02/28/21	CR 32	CJC Shell, LLC	(146.10)	Cleared
02/28/21	CR 33	Ferguson Waterworks	(74,933.05)	Cleared
02/28/21	CR 34	Marolf Environmental, Inc.	(44,055.56)	Cleared
02/28/21	CR 35	Mortensen Engineering Inc	(6,000.00)	Cleared
02/28/21	CR 36	RIPA & Associates, LLC	(433,973.08)	Cleared
02/28/21	CR 37	Cemex, Inc.	(25,070.00)	Cleared
02/28/21	CR 38	CJC Shell, LLC	(38,086.32)	Cleared
02/28/21	CR 39	Clearview Land Design	(529.80)	Cleared
03/31/21	CR 41	Ferguson Waterworks	(39,201.36)	Cleared
03/31/21	CR 42	Mortensen Engineering Inc	(9,000.00)	Cleared
04/30/21	CR 40	Maschmeyer	(8,225.00)	Cleared
04/30/21	CR 43	RIPA & Associates, LLC	(448,098.26)	Cleared
04/30/21	CR 44	Creative Sign Designs	(1,731.50)	Cleared
04/30/21	CR 45	Ferguson Waterworks	(17,883.80)	Cleared
04/30/21	CR 46	Maschmeyer	(28,333.00)	Cleared
04/30/21	CR 47	Mortensen Engineering Inc	(5,000.00)	Cleared
05/31/21	CR 48	Clearview Land Design	(182.08)	Cleared
05/31/21	CR 49	Maschmeyer	(34,551.50)	Cleared
05/31/21	CR 50	Masterpiece Design Group	(29,077.25)	Cleared
05/31/21	CR 51	Signature Privacy Wall	(217,639.50)	Cleared
05/31/21	CR 52	Armorock, LLC	(2,368.00)	Cleared
05/31/21	CR 53	Clearview Land Design	(1,317.50)	Cleared
05/31/21	CR 54	Maschmeyer	(464.00)	Cleared
05/31/21	CR 55	Mortensen Engineering Inc	(5,000.00)	Cleared
05/31/21	CR 56	Clearview Land Design	(637.28)	Cleared
05/31/21	CR 57	Ferguson	(90,453.14)	Cleared
05/31/21	CR 58	Level Up Consulting	(26,623.28)	Cleared
05/31/21	CR 59	Maschmeyer	(28,200.00)	Cleared
05/31/21	CR 60	Bonnett Design Group	(1,371.61)	Cleared
05/31/21	CR 61	Clearview Land Design	(745.70)	Cleared
05/31/21	CR 62	Eco-Logic Services	(1,150.00)	Cleared
05/31/21	CR 63	Mortensen Engineering Inc	(8,295.00)	Cleared

EAGLE POINTE
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS SERIES 2020

Construction Account Activity Through July 31, 2024

06/30/21	CR 64	RIPA & Associates, LLC	(565,602.96)	Cleared
06/30/21	CR 65	RIPA & Associates, LLC	(163,500.26)	Cleared
06/30/21	CR 66	Maschmeyer	(2,954.00)	Cleared
06/30/21	CR 67	RIPA & Associates, LLC	(199,629.91)	Cleared
06/30/21	CR 68	RIPA & Associates, LLC	(312,233.95)	Cleared
07/31/21	CR 69	Clearview Land Design	(1,806.87)	Cleared
07/31/21	CR 70	Eco-Logic Services	(10,185.00)	Cleared
07/31/21	CR 71	Level Up Consulting	(3,712.00)	Cleared
07/31/21	CR 72	Maschmeyer	(5,485.00)	Cleared
07/31/21	CR 73	Mortensen Engineering Inc	(7,447.50)	Cleared
08/31/21	CR 74	Fedco Communications & Utilities	(3,675.00)	Cleared
08/31/21	CR 75	RIPA & Associates, LLC	(135,424.88)	Cleared
08/31/21	CR 76	RIPA & Associates, LLC	(97,918.84)	Cleared
08/31/21	CR 77	Level Up Consulting	(7,160.00)	Cleared
08/31/21	CR 78	SiteOne Landscape Supply, LLC	(7,315.48)	Cleared
08/31/21	CR 79	Everde	(8,377.00)	Cleared
10/31/21	CR 80	Clearview Land Design	(1,064.00)	Cleared
10/31/21	CR 81	Everde	(6,291.00)	Cleared
10/31/21	CR 82	Level Up Consulting	(1,640.00)	Cleared
10/31/21	CR 83	Mortensen Engineering Inc	(4,245.00)	Cleared
10/31/21	CR 84	RIPA & Associates, LLC	(7,315.00)	Cleared
10/31/21	CR 85	SiteOne Landscape Supply, LLC	(3,991.29)	Cleared
10/31/21	CR 86	Creative Sign Design	(3,341.00)	Cleared
10/31/21	CR 87	SiteOne Landscape Supply, LLC	(27,693.09)	Cleared
10/31/21	CR 91	Pulte Home Company	(250,000.00)	Cleared
11/30/21	CR 88	Brightview Landscape Development	(5,940.00)	Cleared
11/30/21	CR 89	Clearview Land Design	(3,500.00)	Cleared
11/30/21	CR 90	Fedco Communications & Utilities	(67,968.32)	Cleared
11/30/21	CR 92	Level Up Consulting	(12,500.00)	Cleared
11/30/21	CR 93	Brightview Landscape Development	(42,840.00)	Cleared
11/30/21	CR 94	Brightview Landscape Development	(14,400.00)	Cleared
11/30/21	CR 95	Eco-Logic Services	(16,050.00)	Cleared
11/30/21	CR 96 RET	RIPA & Associates, LLC	(218,729.59)	Cleared
11/30/21	CR 97	Clearview Land Design	(1,119.66)	Cleared
11/30/21	CR 98	Signature Privacy Wall	(8,580.00)	Cleared
12/31/21	CR 99	Brightview Landscape Development	(21,750.30)	Cleared
12/31/21	CR 100	RIPA & Associates, LLC	(24,806.40)	Cleared
12/31/21	CR 101	RIPA & Associates, LLC	(10,000.00)	Cleared
01/31/22	CR 102	Clearview Land Design	(465.00)	Cleared
01/31/22	CR 103	Eco-Logic Services	(3,695.00)	Cleared
01/31/22	CR 104	Fedco Communications & Utilities	(36,839.50)	Cleared
01/31/22	CR 105	Level Up Consulting	(29,316.30)	Cleared
01/31/22	CR 106	SiteOne Landscape Supply, LLC	(2,450.14)	Cleared