#### EASTON PARK COMMUNITY DEVELOPMENT DISTRICT

Board of Supervisors	
☐ Perry Blackburn, Chairman	Mark Vega, District Manager
☐ Lisa Murphy, Vice Chairman	David Jackson, District Counsel
☐ Heriberto Garcia, Assistant Secretary	Tonja Stewart, District Engineer
☐ Deborah Lomas, Assistant Secretary	
☐ Jeffrey Giarrizzo, Supervisor	

The regular meeting of the Board of Supervisors of the Easton Park Community Development District is scheduled for **Wednesday**, **December 20**, **2023 at 4:30 p.m.** at the Heritage Isles Golf & Country Club, 10630 Plantation Bay Drive, Tampa Florida. Following is the meeting agenda.

- 1. Call to Order/Roll Call
- 2. Audience Comments
- 3. Staff Reports
  - A. District Engineer
  - **B.** District Counsel
  - C. Landscaper Maintenance Report United Land Services
  - D. Aquatic Maintenance Report SOLitude
    - i. Discussion of Fountain Light
    - ii. Discussion of Annual Maintenance Service Renewal
  - E. District Manager
- 4. Approval of Consent Agenda
  - A. November 15, 2023 Minutes
  - B. Financial Statements November 2023
  - C. Resolution 2024-2 Spending Resolution
- 5. Supervisor Request and Comments
- 6. Adjournment

The next meeting is scheduled for Wednesday, January 17, 2024 at 4:30 p.m.

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

Sincerely,

Mark Vega

Mark Vega

District Manager





# Easton Park CDD Waterway Inspection Report

Reason for Inspection: Monthly required

**Inspection Date:** 2023-12-01

## Prepared for:

Mr. Mark Vega, District Manager Inframark 210 North University Drive, Suite #702 Coral Springs, Florida 33071

#### Prepared by:

Nick Margo, Aquatic Biologist

Wesley Chapel Field Office SOLITUDELAKEMANAGEMENT.COM 888.480.LAKE (5253)

# Easton Park CDD Waterway Inspection Report

Agenda Page #3 2023-12-01

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SITE ASSESSMENTS	
PONDS 10, 13, 16	3
PONDS 17, 18, 20	4
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PONDS 35	6
Many or more Congressive Synchronia	
MANAGEMENT/COMMENTS SUMMARY	
CITE MAD	

10

#### **Comments:**

Site looks good

The site remains in good condition with no noted algae and minimal nuisance, shoreline weed growth.

## **Action Required:**

Routine maintenance next visit

#### **Target:**

Species non-specific





13

#### **Comments:**

Site looks good

The site is still in good condition with no new algae or nuisance weed growth.

#### **Action Required:**

Routine maintenance next visit

#### **Target:**

Species non-specific





16

#### **Comments:**

Site looks good

The site is still in good condition with no noted algae and minimal nuisance, shoreline weeds.

#### **Action Required:**

Routine maintenance next visit

#### **Target:**

Species non-specific





17

## **Comments:**

Site looks good

The site is much improved with now no noted algae and minimal nuisance, shoreline vegetation.

# **Action Required:**

Routine maintenance next visit



Species non-specific





18

#### **Comments:**

Normal growth observed

The site has some minor trace of algae along the perimeter but really improved since the previous month.

#### **Action Required:**

Routine maintenance next visit

#### **Target:**

Surface algae





20

#### **Comments:**

Site looks good

The site is now in good condition with minimal nuisance, shoreline weeds and no noted algae

#### **Action Required:**

Routine maintenance next visit

#### **Target:**

Species non-specific





# Site: 25

#### **Comments:**

Normal growth observed

The site still contains some hydrilla regrowth that will require an herbicide application for control.

#### **Action Required:**

Routine maintenance next visit

#### **Target:**

Hydrilla





## Site: 33

#### **Comments:**

Normal growth observed

The site still contains a pan of dark brown algae along the perimeter that will require an algicide application for control.

#### **Action Required:**

Routine maintenance next visit

#### **Target:**

Surface algae





## Site: 34

#### **Comments:**

Site looks good

The size improved condition with almost no submersed weeds, and minimal algae.

#### **Action Required:**

Routine maintenance next visit

#### **Target:**

Species non-specific





# Site: 35

#### **Comments:**

Normal growth observed

The hydrilla is in decay, but the decay is causing some surface algae along the perimeter

## **Action Required:**

Routine maintenance next visit

#### **Target:**

Surface algae





# **Management Summary**

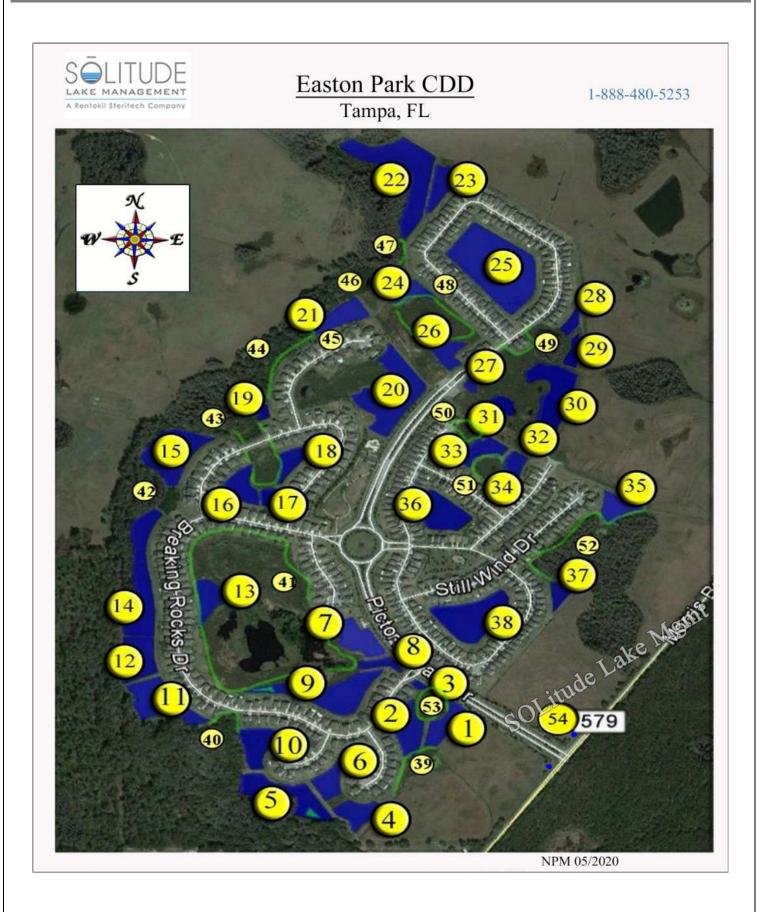
A lot of the algae from last month is now under control, especially in sites like 34. 18 and 33 still have some algae but in minor traces along the perimeter. The algae seen on site 35 is from decay and should go away with the decay. All 3 will probably need an additional algicide application for better control though.

Site 25 still has some hydrilla that needs to be addressed.

None of the sites had any seasonal, shoreline vegetation and most of the submersed weeds other than site 25 are under control.

Thank You For Choosing SOLitude Lake Management.

Site	Comments	Target	Action Required
10	Site looks good	Species non-specific	Routine maintenance next visit
13	Site looks good	Species non-specific	Routine maintenance next visit
16	Site looks good	Species non-specific	Routine maintenance next visit
17	Site looks good	Species non-specific	Routine maintenance next visit
18	Normal growth observed	Surface algae	Routine maintenance next visit
20	Site looks good	Species non-specific	Routine maintenance next visit
25	Normal growth observed	Hydrilla	Routine maintenance next visit
33	Normal growth observed	Surface algae	Routine maintenance next visit
34	Site looks good	Species non-specific	Routine maintenance next visit
35	Normal growth observed	Surface algae	Routine maintenance next visit



#### Slaughter, Mona

From: Slaughter, Mona

Sent: Tuesday, December 12, 2023 8:14 AM

**To:** Slaughter, Mona

**Subject:** FW: Easton Park CDD Agenda item Discussion of Fountain Light

Attachments: Quote for FTN #1 New lights and cable Easton Park AFI Fountain 1 Site #1\_V1.pdf

Subject: Easton Park CDD October Agenda item Discussion of Fountain Light

Four of the six lights are not currently working and these are our repair options:

- 1. Do we replace all 6 lights for \$7,861.47 that have a 2-year warranty
- 2. Do we replace all 6 lights for \$6,861.47 that have a 1-year warranty
- 3. Do we replace 4 lights for \$5,861.47 that have a 2-year warranty
- 4. Do we not replace the lights.

Thanks, Mark

From: Andres Lopez <a href="mailto:solitudelake.com">andres.lopez@solitudelake.com</a>>

Sent: Thursday, July 27, 2023 6:53 PM

To: Vega, Mark <mark.vega@inframark.com>

Cc: Chris Woodward <chris.woodward@solitudelake.com>; Kevin Wilt <kevin.wilt@solitudelake.com>

Subject: Re: Easton Park CDD- FTN 1 Light quote with cable

Hello Mark,

For the size of the FTN, the 6 LEDs is what was suggested at time of inspection.

You have a couple options:

- 1. Reduce the number of LEDs to 4 instead of 6. (Light quality may be compromised due to the size of the FTN, still doable). This one has a 2yr warranty.
- 2. We have some other types of LEDs with only a 1 yr warranty. I could put a quote for 6 lights still and it could be around \$1K cheaper.

I will let Chris let us know his opinion as well.

The FTN is functional without the lights, so it is up to you if you decide not to change them, or try less lights. Please let us know and we will be happy to work with you

Have a great day,

Thanks,

#### **Andres Lopez**

Fountain & Aeration Operation Manager CFL

**P:** 888.480.5253 | **M:** 407.949.4763

solitudelakemanagement.com



Property Name Easton Park CDD Created Date 7/26/2023

Description White/Clear LED lights (6) with cable Quote Number 00003694

Prepared By Andres Lopez

Email andres.lopez@solitudelake.com

Product	Quantity	Sales Price	Total Price
(6) 43 Watt LED Lighting, 120V (White/Clear Lens)	1.00	\$4,530.00	\$4,530.00
10/3 SOOW Portable Cord 600V UL/CSA	250.00	\$3.50	\$875.00
Freight	1.00	\$100.00	\$100.00
Labor	16.00	\$130.00	\$2,080.00
Service Fee	1.00	\$125.00	\$125.00
SPL200: 3M Splice Kit (82-A2N) Std G1290405	1.00	\$151.47	\$151.47

General Cost These lights are white/Clear and have a 2 yr. Manufacturer warranty. Description

Taxes may be applicable Total Price \$7,861.47

## Quote Acceptance Information

Signature	
Name	
Title	
Date	



#### **SERVICES CONTRACT**

**CUSTOMER NAME: Easton Park CDD** 

SUBMITTED TO: Easton Park CDD - Attn: Mark Vega

CONTRACT EFFECTIVE DATE: January 1, 2024, through December 31, 2024

SUBMITTED BY: Daniel Benitez, Inside Sales Manager

SERVICES: Annual Maintenance Service Renewal for One (1) Water Body.

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

- 1. <u>The Services</u>. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
- 2. <u>PAYMENT TERMS.</u> The Annual Contract Price is **\$46,176.00**. SOLitude shall invoice Customer **\$3,848.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. <u>TERM AND EXPIRATION.</u> This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.



- 4. <u>PRICING.</u> The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
- 5. <u>TERMINATION</u>. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
- 6. <u>INSURANCE AND LIMITATION OF LIABILITY</u>. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
- 7. <u>FORCE MAJEURE</u>. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
- 8. <u>ANTI-CORRUPTION AND BRIBERY.</u> Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
- 9. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
- 10. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
- 11. <u>NOTICE</u>. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
- 12. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.



- 13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
- 14. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

- NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the 15. terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.
- 16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.



#### ACCEPTED AND APPROVED:

Virginia Beach, VA 23453

SOLITUDE LAKE MANAGEMENT, LLC.	Easton Park CDD
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Please Remit All Payments to:	Customer's Address for Notice Purposes:
1320 Brookwood Drive Suite H Little Rock AR 72202	
Please Mail All Contracts to:	
2844 Crusader Circle, Suite 450	



#### **SCHEDULE A - SERVICES**

#### Visual Inspections:

- 1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
  - Water levels
  - Water clarity or quality
  - Turbidity
  - Beneficial Aquatic Vegetation
  - Nuisance, Invasive, or Exotic Aquatic Vegetation
  - Algae
  - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
  - Frosion
  - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
  - Forebays and inflowing or outflowing swales, ditches, and stream channels
  - Vegetated buffers
  - Sedimentation
  - Nuisance animal activity
  - Fish habitat
  - Mosquito breeding conditions and habitat
  - Trash and debris
- 2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
- 3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
- 4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

#### Aquatic Weed Control:

- 1. Pond(s) will be inspected on a three (3) times per month basis.
- 2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides



- and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
- 3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

#### Shoreline Weed Control: (In Non-Mitigated Areas Only)

- 1. Shoreline areas will be inspected on a three (3) times per month basis.
- Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
- 3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

#### **Pond Algae Control:**

- 1. Pond(s) will be inspected on a three (3) times per month basis.
- 2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

#### Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

#### Wetland Buffer Management:

1. Buffer vegetation will be selectively treated as required to limit any growth of unwanted vegetation and to maintain the beneficial aquatic and upland vegetation found within the buffer areas along the edge of the pond. This service is provided in order to maintain the pond buffers in a natural, yet desirable appearance. Buffer vegetation height and density will be encouraged to help prevent nuisance goose and other wildlife from utilizing the pond, as well as providing the necessary erosion control and reduction of nutrients necessary for the overall health and sustainability of the pond.



#### Service Reportina:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

#### <u>Customer Responsibilities (when applicable):</u>

- 1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any other special requirements or conditions required by the local municipality.
  - e. Compliance and enforcement of temporary water-use restrictions where applicable.

#### **General Qualifications:**

- 1. Company is a licensed pesticide applicator in the state in which service is to be provided.
- Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
- 3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
- 4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
- 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
- 6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.





# Superior Training = Expert Care

Our field staff is highly experienced, with many having a degree (or two, or three!) in Aquatic Biology, Ecology, Fisheries Biology, Environmental Science, or another related field of study. They also receive the most rigorous certification training and continuing education program in the industry to ensure that your pond receives the best, most up-to-date care available anywhere. For details, visit solitudelakemanagement.com/team.



# Superior Technology = Innovative Treatment Methods

Our staff is equipped with the latest tools, products and equipment. We have developed countless proprietary treatments and continually participate in research trials to improve the environment as well as the solutions we provide our clients. To find out more, visit solitudelakemanagement.com/services.



# Superior Service = Unparalleled Customer Experience

Prompt, personal response to every service call. Problem-free onsite remediation, maintenance and repairs, with little wait time and no need for return services. We provide you with the services and strategies necessary to maintain your aquatic system at its best.



# MINUTES OF MEETING EASTON PARK COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Easton Park Community Development District held a meeting on Wednesday, November 15, 2023 at 4:30 p.m. at the Heritage Isles Golf & Country Club located at 10630 Plantation Bay Drive, Tampa FL 33647.

Present and constituting a quorum were:

Perry Blackburn Chairperson
Lisa Murphy Vice Chairperson
Heriberto Garcia Assistant Secretary
Deborah Lomas Assistant Secretary

Jeff Giarrizzo Supervisor

Also present were:

Mark Vega District Manager

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

#### FIRST ORDER OF BUSINESS

Call to Order/Roll Call

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

## SECOND ORDER OF BUSINESS

**Audience Comments** 

• One present with no comments.

#### THIRD ORDER OF BUSINESS

**`Staff Reports** 

- A. District Engineer
- None.
  - **B.** District Counsel
- None.
  - C. Landscaper Maintenance Report United Land Services
- None.
  - D. Aquatic Maintenance Report SOLitude
- Mr. Wilks provided a report noting all in all the community is in good shape, but we are seeing more lilies in the community.

#### E. District Manager

• None.

#### FOURTH ORDER OF BUSINESS

## **Consent Agenda**

- A. Octobe r18, 2023 Minutes
- B. Financial Statements October 2023
- C. Consideration of Incumbency Certificate
- D. Acceptance of Resignation of Mr. Arnold Sails

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

#### FIFTH ORDER OF BUSINESS

# **Supervisor Requests and Comments**

• Ms. Murphy asked if we are going to fill the empty seat.

On MOTION by Ms. Murphy seconded by Mr. Garcia, with all in favor, to appoint Jeff Giarrizzo to Seat 1 was approved.

• Ms. Lomas requested everyone contact the City of Tampa to have a more permanent cone to keep individuals from parking.

#### SIXTH ORDER OF BUSINESS

## Adjournment

On MOTION by Mr. Ms. Lomas seconded by Mr. C	Garcia, v	vith a	all
in favor, the meeting was adjourned at 5:24 p.m.			

Mark Vega, Secretary	

# **EASTON PARK**Community Development District

Financial Report

November 30, 2023 (unaudited)

**Prepared By** 



# **EASTON PARK**

# **Community Development District**

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# **EASTON PARK**Community Development District

**Financial Statements** 

(Unaudited)

November 30, 2023

# **Balance Sheet**

November 30, 2023

ACCOUNT DESCRIPTION	GENERAL FUND			DEBT ERVICE FUND - RIES 2017	TOTAL	
<u>ASSETS</u>						
Cash - Checking Account	\$	175,093	\$	-	\$	175,093
Due From Other Funds		-		57,630		57,630
Investments:						
Money Market Account		80,895		-		80,895
Interest Account		-		12		12
Reserve Fund		-		124,458		124,458
Revenue Fund		-		84,012		84,012
Sinking fund		-		99		99
Prepaid Items		18,750		-		18,750
Utility Deposits - TECO		24,010		-		24,010
TOTAL ASSETS	\$	298,748	\$	266,211	\$	564,959
<u>LIABILITIES</u>						
Accounts Payable	\$	26,988	\$	-	\$	26,988
Accrued Expenses		15,225		-		15,225
Due To Other Funds		57,630		-		57,630
TOTAL LIABILITIES		99,843		-		99,843
FUND BALANCES  Nonspendable:						
Prepaid Items		18,750		_		18,750
Deposits		24,010		_		24,010
Restricted for:		,				·
Debt Service		_		266,211		266,211
Assigned to:						
Operating Reserves		98,758		-		98,758
Reserves - Other		57,000		-		57,000
Unassigned:		-		-		-
TOTAL FUND BALANCES	\$	198,518	\$	266,211	\$	464,729
TOTAL LIABILITIES & FUND BALANCES	\$	298,361	\$	266,211	\$	564,572

**EASTON PARK** 

# Statement of Revenues, Expenditures and Changes in Fund Balances

ACCOUNT DESCRIPTION	,	ANNUAL ADOPTED BUDGET	AR TO DATE BUDGET	AR TO DATE ACTUAL	IANCE (\$) /(UNFAV)
REVENUES					
Interest - Investments	\$	7,461	\$ 1,244	\$ 1,220	\$ (24)
Special Assmnts- Tax Collector		621,781	124,356	81,461	(42,895)
Special Assmnts- Discounts		(24,871)	(4,974)	(3,340)	1,634
TOTAL REVENUES		604,371	120,626	79,341	(41,285)
EXPENDITURES					
<u>Administration</u>					
P/R-Board of Supervisors		12,000	2,000	2,000	-
ProfServ-Arbitrage Rebate		900	150	-	150
ProfServ-Dissemination Agent		1,100	183	-	183
ProfServ-Engineering		5,000	833	-	833
ProfServ-Legal Services		5,000	833	1,870	(1,037)
ProfServ-Mgmt Consulting		55,801	9,300	9,300	-
ProfServ-Trustee Fees		3,658	-	-	-
Auditing Services		3,600	-	-	-
Website Compliance		1,538	256	384	(128)
Miscellaneous Mailings		1,000	167	87	80
Insurance - General Liability		3,730	3,730	3,730	-
Legal Advertising		1,000	167	-	167
Misc-Assessment Collection Cost		12,436	2,073	1,562	511
Bank Fees		300	50	241	(191)
Annual District Filing Fee		175	175	175	-
Total Administration		107,238	19,917	19,349	 568
Electric Utility Services					
Electricity - Streetlights		144,000	24,000	24,726	(726)
Utility - Irrigation		5,000	833	1,654	(821)
Utility - Fountains		5,500	917	854	63
Utility - Roundabout Lights		500	83	(5)	88
Street Light Bond		600	600	<u>-</u>	600
Total Electric Utility Services		155,600	26,433	27,229	 (796)
Stormwater Control					
Contracts-Aquatic Control		30,120	5,020	7,755	(2,735)
R&M-Stormwater System		1,000	167	43	124
R&M Lake & Pond Bank	_	2,500	417	 	417
Total Stormwater Control		33,620	5,604	7,798	(2,194)

**EASTON PARK** 

# Statement of Revenues, Expenditures and Changes in Fund Balances

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Other Physical Environment				
Contracts-Landscape	150,396	25,066	25,066	-
Insurance - Property	2,592	2,592	-	2,592
Insurance - General Liability	4,993	4,993	5,316	(323)
R&M-Irrigation	5,000	833	5,200	(4,367)
Landscape - Annuals	4,950	825	1,615	(790)
Landscape - Mulch	18,150	3,025	15,000	(11,975)
Landscape Replacement	20,000	3,333	3,333	-
Rust Prevention	7,140	1,190	1,190	-
Entry & Walls Maintenance	2,500	417	15,368	(14,951)
Ornamental Lighting & Maint.	1,000	167	-	167
Holiday Lighting & Decorations	37,500	18,750	18,750	
Total Other Physical Environment	254,221	61,191	90,838	(29,647)
Security Operations Security System Monitoring & Maint. Internet Services	1,000 1,440	167 240	308 240	(141)
Total Security Operations	2,440	407	548	(141)
Contingency Miscellaneous Expenses Total Contingency	17,452 17,452	2,909 2,909	9,100 9,100	(6,191) (6,191)
Road and Street Facilities				
Sidewalk Pressure Washing	4,800	800		800
Total Road and Street Facilities	4,800	800	<u> </u>	800
Reserves				
Reserve	29,000	4,833		4,833
Total Reserves	29,000	4,833		4,833
TOTAL EXPENDITURES & RESERVES	604,371	122,094	154,862	(32,768)
Excess (deficiency) of revenues Over (under) expenditures	-	(1,468)	(75,521)	(74,053)
Net change in fund balance	\$ -	\$ (1,468)	\$ (75,521)	\$ (74,053)
FUND BALANCE, BEGINNING (OCT 1, 2023)	274,039	274,039	274,039	
FUND BALANCE, ENDING	\$ 274,039	\$ 272,571	\$ 198,518	

# Statement of Revenues, Expenditures and Changes in Fund Balances

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET		YEAR TO DATE BUDGET		YEAR TO DATEACTUAL		VARIANCE (\$) FAV(UNFAV)	
REVENUES								
Interest - Investments	\$	-	\$	-	\$	-	\$	-
Special Assmnts- Tax Collector		4,653		931		583		(348)
Special Assmnts- Discounts		(186)		(37)		(24)		13
TOTAL REVENUES		4,467		894		559		(335)
<u>EXPENDITURES</u>								
<u>Administration</u>								
Misc-Assessment Collection Cost		93		16		11		5
Total Administration		93		16		11		5
<u>Field</u>								
R&M-Fountain		4,374		729		-		729
Total Field		4,374		729		-		729
TOTAL EXPENDITURES		4,467		745		11		734
Excess (deficiency) of revenues								
Over (under) expenditures				149		548		399
Net change in fund balance	\$		\$	149	\$	548	\$	399
FUND BALANCE, BEGINNING (OCT 1, 2023)		-		-		-		
FUND BALANCE, ENDING	\$		\$	149	\$	548		

# Statement of Revenues, Expenditures and Changes in Fund Balances

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET		YEAR TO DATE BUDGET		YEAR TO DATE ACTUAL		RIANCE (\$) V(UNFAV)
REVENUES							
Interest - Investments	\$	11,853	\$	1,976	\$	2,471	\$ 495
Special Assmnts- Tax Collector		438,990		87,798		57,513	(30,285)
Special Assmnts- Discounts		(17,560)		(3,512)		(2,358)	1,154
TOTAL REVENUES		433,283		86,262		57,626	(28,636)
<u>EXPENDITURES</u>							
<u>Administration</u>							
Misc-Assessment Collection Cost		8,780		1,463		1,103	360
Total Administration		8,780		1,463		1,103	360
Debt Service							
Principal Debt Retirement		255,000		_		-	-
Interest Expense		158,725		79,363		79,363	-
Total Debt Service		413,725		79,363		79,363	
TOTAL EXPENDITURES		422,505		80,826		80,466	360
Excess (deficiency) of revenues							
Over (under) expenditures		10,778		5,436		(22,840)	 (28,276)
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance		10,778		-		-	-
TOTAL FINANCING SOURCES (USES)		10,778		-		-	-
Net change in fund balance	\$	10,778	\$	5,436	\$	(22,840)	\$ (28,276)
FUND BALANCE, BEGINNING (OCT 1, 2023)		288,824		288,824		288,824	
FUND BALANCE, ENDING	\$	299,602	\$	294,260	\$	265,984	

# **EASTON PARK**Community Development District

**Supporting Schedules** 

November 30, 2023

# Non-Ad Valorem Special Assessments - Hillsborough County Tax Collector (Monthly Collection Distributions) For the Fiscal Year Ending September 30, 2024

									ALL	OC/	ATION BY FU	ND	)
Date Received		et Amount Received	(F	iscount / Penalties) Amount	(	Collection Costs	_	Gross Amount Received	General Fund	Fu	General nd Fountain	Ş	Debt Service Fund
Assessments Levie Allocation %	ed FY2	4					\$	1,065,221 100%	\$ 621,781 58.37%	\$	4,450 0.42%	\$	438,990 41.21%
11/08/23	\$	16,505.92	\$	848.14	\$	336.86	\$	17,690.92	\$ 10,326.38	\$	73.91	\$	7,290.63
11/17/23	\$	83,241	\$	3,539	\$	1,699	\$	88,479	\$ 51,646	\$	370	\$	36,463
11/22/23	\$	31,410	\$	1,335	\$	641	\$	33,387	\$ 19,488	\$	139	\$	13,759
TOTAL	\$	131,158	\$	5,723	\$	2,677	\$	139,557	\$ 81,461	\$	583	\$	57,513
% COLLECTED									13%				13%
TOTAL OUTSTAN	IDING								\$ 540,319			\$	381,476

# **Cash and Investment** November 30, 2023

# GENERAL FUND

Account Name	Bank Name	Investment Type	Maturity	<u>Yield</u>		Balance
Checking Account - Operating Money Market Account	Hancock Whitney Valley Bank	Checking account	n/a n/a	0.00% 5.38%	\$ \$	175,093 80,895
Money Market Account	valicy bank	IVIIVIA	11/4	Subtotal	\$	255,988
Series 2017 Interest Account	Hancock Whitney	Open-Ended Comm. Paper	na	5.27%	\$	12
Series 2017 Reserve Fund	Hancock Whitney	Open-Ended Comm. Paper	n/a	5.25%	\$	124,458
Series 2017 Revenue Fund	Hancock Whitney	Open-Ended Comm. Paper	n/a	5.25%	\$	84,012
Series 2017 Sinking Fund	Hancock Whitney	Open-Ended Comm. Paper	n/a	5.25%	\$	99
				Subtotal	\$	208,581
				Total	\$	464,569

## **Easton Park CDD**

Bank Reconciliation

Bank Account No. 1334 Hancock Whitney Bank GF

 Statement No.
 11-23

 Statement Date
 11/30/2023

175,863.02	Statement Balance	175,093.02	G/L Balance (LCY)
0.00	Outstanding Deposits	175,093.02	G/L Balance
	_	0.00	Positive Adjustments
175,863.02	Subtotal		-
770.00	Outstanding Checks	175,093.02	Subtotal
0.00	Differences	0.00	Negative Adjustments
	_		-
175,093.02	Ending Balance	175,093.02	Ending G/L Balance

Difference 0.00

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstandir	ng Checks					
11/28/2023 11/28/2023	•	3386 3387	DEPT OF ECONOMIC OPPORTUNITY RUST-OFF LLC	175.00 595.00	0.00 0.00	175.00 595.00
Tota	ıl Outstanding	Checks		770.00		770.00

#### **EASTON PARK COMMUNITY DEVELOPMENT DISTRICT**

#### Payment Register by Fund For the Period from 11/01/23 to 11/30/23 (Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account # Amount Paid
GENE	RAL FU	ND - 001	•			
	11/01/23	COMPLETE I.T.	11919	VMS MGMT - LPR OCT 23	Security System Monitoring & Maint.	546479-53935 \$100.00 <b>Check Total</b> \$100.00
001	<b># 3371</b> 11/01/23	FED EX	8-290-86002	FEDEX CHARGES 10/13/23	Miscellaneous Mailings	541030-51301 \$28.40 Check Total \$28.40
001 001 001 001 001	11/01/23 11/01/23 11/01/23 11/01/23	FLORIDA ULS OPERATING, LLC FLORIDA ULS OPERATING, LLC FLORIDA ULS OPERATING, LLC FLORIDA ULS OPERATING, LLC	48593 49179 50401 50937	LANDSCAPE MAINTENANCE OCT 2023 Job #58784 - 2023 Lift Trees and Trim Overgrowth RED MULCH INSTALLATION FALL 2023 LANDSCAPE ANNUALS - PLANTATION OF SEASONAL PLANTS	Contracts-Landscape Miscellaneous Expenses Landscape - Mulch Landscape - Annuals	534050-53908 \$12,533.00 549999-53985 \$1,100.00 546246-53908 \$15,000.00 546244-53908 \$1,614.50 Check Total \$30,247.50
001		ILLUMINATIONS HOLIDAY LIGHTING LLC	56923	2023 Christmas Lighting and Decoration Invoice for	Holiday Lighting & Decorations	549940-53908 \$18,750.00 <b>Check Total</b> \$18,750.00
001		LOUIS SMITH ELECTRIC, INC.	4357	Circuitry for 2 new Backlit Signs	Miscellaneous Expenses	549999-53985 \$1,860.00 <b>Check Total</b> \$1,860.00
<b>CHECK</b> 001		PERSSON, COHEN, & MOONEY, FERNANDEZ & JACKSON , PA	4237	09/01/2023 Review agreement with United Land Servi	ProfServ-Legal Services	531023-51401 \$275.00 <b>Check Total</b> \$275.00
CHECK 001		RUST-OFF LLC	41569	RUST PREVENTION 10/15/23	Rust Prevention	546452-53908 \$595.00 <b>Check Total</b> \$595.00
<b>CHECK</b> 001		SIGNS OF TAMPA BAY LLC	SAR-17695	ENTRANCE SIGNS	50% Deposit	546992-53908 \$15,368.47  Check Total \$15,368.47
<b>CHECK</b> 001		TAMPA BAY TIMES	000304892	LEGAL NOTICE	Legal Notice Budget Hearing	548002-51301 \$189.50 <b>Check Total</b> \$189.50
<b>CHECK</b> 001		FLORIDA ULS OPERATING, LLC	50934	Job #61106 - Transplant 4 Robellini Palms from Ent	R&M-Irrigation	546041-53908 \$553.73  Check Total \$553.73
<b>CHECK</b> 001		INFRAMARK, LLC	103617	MANAGEMENT SERVICES OCT 2023	ProfServ-Mgmt Consulting	531027-51201 \$4,650.08  Check Total \$4.650.08
<b>CHECK</b> 001		SOLITUDE LAKE MANAGEMENT LLC	PSI025860	NOV 2023 SOLITUDE FOUNTAIN MAINT.	Contracts-Aquatic Control	534067-53805 \$3,791.00 Check Total \$3,791.00
<b>CHECK</b> 001		TRANFFIC LOGIX CORPORATION	SIN22540	TRAFFIC METER INSTALLATION	Miscellaneous Expenses	549999-53908 \$3,333.00 Check Total \$3,333.00
<b>CHECK</b> 001		COMPLETE I.T.	11731	VMS MGMT - LPR OCT 23	Security System Monitoring & Maint.	546479-53935 \$100.00 Check Total \$100.00

#### **EASTON PARK COMMUNITY DEVELOPMENT DISTRICT**

#### Payment Register by Fund For the Period from 11/01/23 to 11/30/23 (Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>CHECK</b> : 001	<b># 3384</b> 11/16/23	FED EX	9-661-87554	FEDEX CHARGES 9/28/23	Miscellaneous Mailings	541030-51301 Check Total	\$2.26 \$2.26
001 001	11/16/23	FLORIDA ULS OPERATING, LLC FLORIDA ULS OPERATING, LLC	53301 53199	LANDSCAPE MAINTENANCE NOV 2023 OCT 2023 INSPECTION REPAIRS	Contracts-Landscape JOB #61460 OCT INSPECTION REPAIR	534050-53908 8 546041-53908 Check Total	\$12,533.00 \$1,385.13 \$13,918.13
001		DEPT OF ECONOMIC OPPORTUNITY	88898	FY 2023/2024 SPECIAL DISTRICT FEE	Annual District Filing Fee	554007-51301 Check Total	\$175.00 \$175.00
001		RUST-OFF LLC	41962	RUST PREVENTION 11/15/23	Rust Prevention	546452-53908 Check Total	\$595.00 \$595.00
001		CHARTER COMMUNICATIONS	1711353102123	INTERNET SERVICES 10/21-11/20/23	Internet Services	549031-53935 Check Total	\$119.98 \$119.98
001 001 001 001 001	11/17/23 11/17/23 11/17/23	TECO ACH TECO ACH TECO ACH TECO ACH	111723 ACH 111723 ACH 111723 ACH 111723 ACH	SRVC PRD 9/9-10/9/23 SRVC PRD 9/9-10/9/23 SRVC PRD 9/9-10/9/23 SRVC PRD 9/9-10/9/23	SRVC PERIOD 9/9-10/9/23 SRVC PERIOD 9/9-10/9/23 SRVC PERIOD 9/9-10/9/23 SRVC PERIOD 9/9-10/9/23	543014-53100 543013-53100 543085-53100 543090-53100 Check Total	\$853.79 \$12,726.01 \$453.84 \$25.41 \$14,059.05
						Fund Total	\$108,711.10

Total Checks Paid \$108,711.10

#### **RESOLUTION 2024-2**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EASTON PARK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, Section 190.011 (5), Florida Statutes, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors of the District (hereinafter the "Board") typically meets regularly to conduct the business of the District, including authorizing the payment of District operating and maintenance expenses; and

WHEREAS, the Board recognizes that it may be necessary or convenient in many instances to make expenditures prior to the next regular meeting of the Board; and

WHEREAS, the Board determines this Resolution is in the best interest of the District and is necessary for the efficient conduct of District business; the health, safety and welfare of the residents within the District; and the preservation of District assets or facilities.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EASTON PARK COMMUNITY DEVELOPMENT DISTRICT:

Section 1. General Maintenance Expenses: The Board hereby authorizes the							
Chairman and/or District Manager of the Board in the Chairman's absence to							
oversee General Maintenance Activities and to disburse funds not to exceed							
for expenses which are reasonably necessary to 1) provide for							
the health, safety and welfare of the residents within the District; or 2) repair,							
control or maintain a District facility or asset. These expenditures must not exceed							
budgeted amounts for maintenance expenses.							
<b>Section 2.</b> Emergency Expenditures: The Board hereby authorizes the Chairman and/or District Manager of the Board in the Chairman's absence to expend up to							
\$ (individually) for a single incident to make emergency repairs							
for incidents related to General District maintenance activities. Emergency							
expenditures are classified as those expenses that are required due to an emergency							
situation in which a delay in addressing these issues may result in further damage to							
District facilities and/or be more expensive to repair if repairs are delayed.							

**Section 3**. Any disbursements made pursuant to this Resolution shall be submitted to the Board at the next scheduled meeting for acceptance.

**Section 4.** District management staff will take direction for these types of expenses from the Chairman of the Board. Staff will move forward with the implementation and or expenditures approved by the Chairman of the Board as long as the expenditures and' or activities are in accordance with this Resolution.

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

# PASSED AND ADOPTED THIS 20TH DAY OF DECEMBER 2023

EASTON PARK COMMUNITY

Secretary/Assistant Secretary	Chairman/Vice Chair

**Easton Park CDD Spending Resolution** 

2 Page