

**OVEROAKS
COMMUNITY DEVELOPMENT DISTRICT**

AGENDA PACKAGE

Thursday, August 14, 2025

Remote Participation:

Call in (audio only) (646) 838-1601, 137224016#



313 CAMPUS STREET
CELEBRATION, FLORIDA 34747
(407) 566-1935

Overoaks Community Development District

Board of Supervisors

Cynthia Trautz, Chairman
 Melissa Palomino, Vice Chairman
 Erran Muenz, Assistant Secretary
 Debbie Allen, Assistant Secretary
 Bill Thies, Assistant Secretary

Staff:

Michael Perez, District Manager
 Kristen Trucco, District Counsel
 David Hamstra, District Engineer
 Howard Neal, Field Services Director

Meeting Agenda

Thursday, August 14, 2025 – 6:00 p.m.

- 1. Call to Order and Roll Call**
- 2. Adoption of the Agenda**
- 3. Audience Comments – Three (3) Minutes Time Limit**
- 4. Staff Reports**
 - A. Cross Creek
 - i. Aquatic Report
 - B. Field Inspector
 - i. Review of the Property Inspection Report..... P. 3
 - ii. Review of Landscape Report
 - iii. Review of Landscape RFP P. 11
 - C. District Engineer
 - D. District Counsel
 - E. District Manager
 - i. Review of Second-Quarter Website Audit P. 49
 - ii. Review of Project Board P. 61
- 5. Business Items**
 - A. Public Hearing on Final Budget for Fiscal Year 2026
 - i. Consideration of Resolution 2025-05, Adopting the Fiscal Year 2026 Final Budget..... P. 63
 - B. Public Hearing on Levying the O&M Assessments
 - i. Consideration of Resolution 2025-06, Levying the O&M Assessments.. P. 75
 - C. Consideration of Resolution 2025-07, Adopting the Fiscal Year 2026 Meeting Schedule..... P. 78
 - D. Consideration of Goals and Objectives for Fiscal Year 2026..... P. 80
- 6. Business Administration**
 - A. Consideration of Minutes from July 8, 2025, Regular Meeting P. 84
 - B. Financial Statements P. 88
 - C. Check Register P. 100
- 7. Supervisor Requests**
- 8. Adjournment**

The next meeting is scheduled for Tuesday, September 9, 2025, at 9:30 a.m.

Inframark District Office:

313 Campus Street,
 Celebration, FL 34747
 407-566-1935

Meeting Location:

The Hart Memorial Library
 211 E Dakin Ave,
 Kissimmee, FL 34741

Or Dial: 646-838-1601, 137224016#



Kyle Goldberg
Inframark

OVEROAKS CDD JULY FIELD INSPECTION

Tuesday, July 29, 2025

19 Items Identified

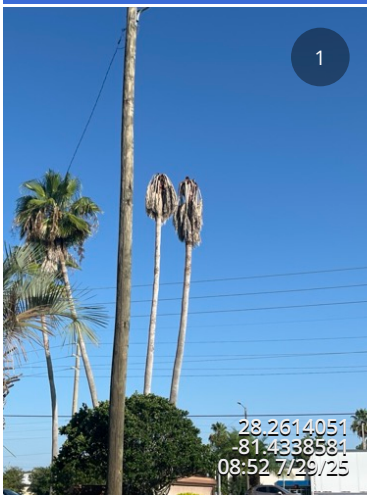
19 Items Incomplete



ITEM 1 - REMOVE LOW HANGING LIMBS

Assigned To: Cepra

Remove low hanging limbs that are impeding over the sidewalk.



ITEM 2 - DEAD PALMS

Assigned To: Cepra/Tree Vendor

There are two dead palms located at the front that should be removed.



ITEM 3 - DEAD TREES

Assigned To: Cepra/Tree Vendor

There are a few dead and dying trees showing signs of pine beetle infestation that should be removed.



ITEM 4 - PALM PRUNING

Assigned To: Cepra

Palm pruning around the community is scheduled for next month.

ITEM 5 - CONSTRUCTION REMNANTS

Assigned To: Board Update

Construction equipment has been removed from this area. Cepra will conduct an irrigation inspection to determine how much damage has occurred. We'll continue to monitor this area to ensure it comes back or replace the sod if needed.



ITEM 6 - IRRIGATION REPAIR

Assigned To: Cepra

Cepra's irrigation technician will be on site later this week to determine what repairs are needed.

ITEM 7 - DEAD SOD

Assigned To: Cepra

There appears to be some dead sod by the pergola. Cepra to replace this if it does not come back.

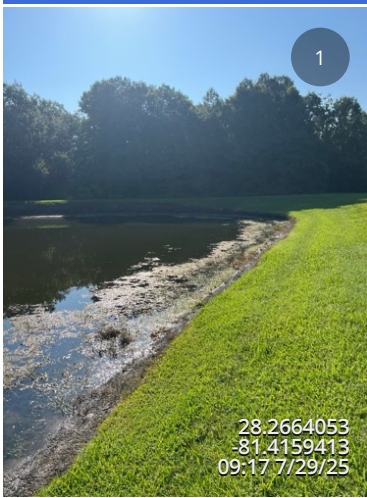


ITEM 8 - AQUATIC GRASSES AND TRASH

Assigned To: Crosscreek

Aquatic grasses should be treated and trash picked up during routine maintenance.
Location: Behind 1700 Boat Launch Rd and by the boat lift





ITEM 9 - ALGAE

Assigned To: Crosscreek

Algae should be treated during routine maintenance.



ITEM 10 - CUTBACK

Assigned To: Cepra

A cutback should be conducted in this area before the water rises in the conservation area.

ITEM 11 - WEEDS

Assigned To: Cepra

Weeds by the boat lift should be treated during routine maintenance.

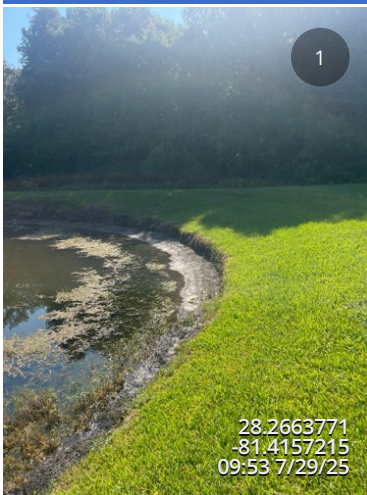




ITEM 12 - FILL HOLES

Assigned To: Inframark

Holes from where the boat lift trash can was should be filled.



ITEM 13 - WATER LEVELS

Assigned To: Board Update

Water levels around the community appear to still be low despite the increase in rain activity.



ITEM 14 - SHRUB INSTALLATION

Assigned To: Cepra

Stumps should be removed from this area. Shrubs to be installed in this roundabout.



ITEM 15 - SHAPE SHRUBS

Assigned To: Cepra

Shrubs should be shaped in this roundabout.



ITEM 16 - DEAD PLANTS

Assigned To: Cepra

Dead plants along this wall should be removed.



ITEM 17 - STANDING WATER

Assigned To: Inframark

A drain should be added to the existing system to reduce standing water by the playground.



ITEM 18 - PLAYGROUND REPAIR

Assigned To: Inframark/RSR

Inframark will be meeting metal working companies on site to determine if this can be repaired.



ITEM 19 - WEEDS AND HIGH GRASS

Assigned To: Cepra

Weeds should be treated and removed from this area. High grass should also be cut. Location: Shingle Creek Playground

**Project Manual for
Request for Proposals for
Landscape and Irrigation Maintenance Services**

**Overoaks
Community Development District
Osceola County, Florida**

July 31st, 2025

Table of Contents

List of RFP Documents:

1. Request for Proposals
2. Instructions to Proposers
3. Scope of Services
4. Maintenance Map
5. Evaluation Criteria
6. Official Bid Proposal Form
7. Proposed Form of Agreement
8. Form of Weekly Landscape Maintenance Report
9. Combined Affidavit for Public Entity Crimes, Scrutinized Companies, E-Verify, and Non-Collusion

Overoaks Community Development District
Request for Proposals for Landscape and Irrigation Maintenance Services

Informal Request for Proposals for Landscape and Irrigation Maintenance Services

The Overoaks Community Development District (the “**District**”) hereby requests proposals to provide services relating to landscape and irrigation maintenance services, as more specifically set forth in the Project Manual.

The Project Manual will include, but not be limited to, this Request for Proposals, the Instructions for Proposers, the Scope of Services, Maintenance Map, Bid Proposal Form, a form of the Agreement, and a form of the Weekly Landscape Maintenance Report.

The District reserves the right to reject any proposals, make modifications to the work, and waive minor informalities and irregularities in proposals as deemed appropriate, if it determines in its discretion that such action is in the best interest of the District. The Board of Supervisors of the District will award the contract to the proposal that it determines, in its sole discretion, is the most advantageous to the District, pursuant to the contained within the Project Manual and its adopted Rules of Procedure. Please note that proposals received from firms failing to meet the following minimum qualifications/requirements will not be considered or evaluated: (i) Proposer must be fully licensed in the state of Florida and insured and (ii) Proposer must have recent experience with other communities of a similar nature, size and amenity level to the Overoaks CDD project, with verifiable references on those projects.

All questions relative to this project must be directed in writing to the District Manager, Michael Perez, at Michael.Perez@inframark.com please cc Howard.Neal@inframark.com and Jennifer.Goldyn@inframark.com.

Firms desiring to provide services for this project must submit one (1) digital PDF copy of the required proposal no later than 3 PM (EST) on **TBD**, by emailing District Manager Michael Perez, at Michael.Perez@inframark.com. Any proposal that is not completed as specified or that is missing the required proposal documents as outlined in the Project Manual may be disqualified.

Please note that this is an informal solicitation of proposals for contractual services, and there is no right to protest this proposal package or the Board’s selection of the ultimate proposal.

Overoaks Community Development District

Michael Perez, District Manager

OVEROAKS COMMUNITY DEVELOPMENT DISTRICT

Instructions to Proposers

Landscape & Irrigation Maintenance Services RFP

Osceola County, Florida

1. **General Information.** The Board of Supervisors (“**Board**”) of the Overoaks Community Development District (“**District**”) is requesting proposals for the provision of Landscape and Irrigation Maintenance Services on a continuing basis (“**Proposals**”). The District will accept proposals from all qualified companies interested in providing these services. All proposers should be experienced in providing landscaping and irrigation services in the State of Florida and hold any applicable licenses or certifications. Any proposer that is a corporation or other business entity must be registered with the Florida Department of State, Division of Corporations, authorized to do business in the State of Florida, and currently in good standing.
2. **Project Manual.** The Project Manual includes, but is not limited to, the Request for Proposals, these Instructions to Proposers, the Scope of Services, Maintenance Map, Evaluation Criteria, an Official Bid Proposal Form, a form of the Agreement, and a form of the Weekly Landscape Maintenance Report. The Project Manual will be available at the date and time specified in the Request for Proposals.
3. **Review of Project Manual:** It is the responsibility of prospective proposers to review the Project Manual and any addenda, made available in connection with the work and to prepare a proposal based solely on the Project Manual.
4. **Scope of Services.** The Landscape and Irrigation Maintenance Services are generally described in the “**Scope of Services**” included in the Project Manual for the locations highlighted in yellow in the **Maintenance Map** also included herein, as well as any addenda issued by the District Manager prior to the submission of Proposals.
5. **Interpretation and Addenda of Project Manual.** No verbal interpretations will be made to any proposer as to the meaning or intent of the Project Manual. Every request for such interpretation must be in writing, addressed to the District Manager. To be given consideration, such requests must be received prior to the deadline for submitting questions as specified in the Request for Proposals. Interpretations, if made, will be written in the form of an addendum and sent via email by District Manager to all parties recorded as having received the Project Manual. All interested parties must supply a working email address to the District Manager. Any such addenda shall not relieve said Proposer from any obligation under the proposal as submitted. All addenda so issued shall become part of the Project Manual.
6. **Questions should be Directed to District Manager.** Any questions relating to the Project Manual should be directed, in writing, to the District Manager Michael Perez via email Michael.Perez@Inframark.com. The deadline for submitting questions relative to this project is stated in the Request for Proposals.
7. **Submittal Requirements.** Each Proposal shall include the following information:
 - a. **Official Proposal Form.** This solicitation includes an Official Proposal Form. Such form is to be filled out and executed completely.
 - b. **Company Information**
 - i. Name of company (including any "Doing Business As" names)

- ii. Headquarters/parent company locations
- iii. Office locations and total number of employees at each
- iv. Local address and telephone number
- v. History of the company
- vi. Organization chart of company
- vii. Proof of applicable insurance indicating the types of coverage and limits for general, property automobile liability insurance, and worker's compensation insurance required by the Agreement.
- c. **Qualifications and Staffing**
 - i. Number of CDDs represented by the proposer.
 - ii. Provide a narrative description of the proposer's approach to providing the services as described in the Scope of Services.
 - iii. Why the proposer is the best qualified to perform the Scope of Services
 - 1. if there will be a subcontractor performing certain services, describe which services will be subcontracted out and include subcontractor's qualifications
 - iv. A description of the proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level. Include a staffing plan depicting the quantity of laborers, crew chiefs, field managers as well as work hours and days spent on the property.
- d. **Cost of Additional Services.** A fee proposal and detailed explanation for additional services that may be performed in addition to the items described in the Scope of Services.
- e. **References.** All proposers must submit a list of at least 3 references, including the name of the client entity, the client's website or general location, information regarding the work proposer did for the client, and the name, email, and number of a contact person.
- f. **Additional Information.** Any other additional information or documents that will assist the Board in evaluating the Proposer pursuant to the Evaluation Criteria.

8. Submittal of Proposals.

- a. Submit either one (1) original (via hand delivery or UPS, FedEx or similar) OR one (1) digital PDF copy of the required proposal (bearing the name of the Proposer, the name of the District, and identifying the project on the outside of the envelope). Each Proposer shall submit and deliver a complete proposal compliant with all requirements to the District Manager, at the physical address or emails address identified in the Request for Proposals by the date and time included in the Request for Proposals. All bids will be opened shortly after the proposal deadline.
- b. Proposals submitted after the deadline for delivery will be rejected.

9. Proposal Duration and Withdrawal of Proposal.

- a. Proposals may be withdrawn by providing written notice if received by the District prior to the time and date specified in the Request for Proposals for submission of the proposals.
- b. All proposals shall be in force for a period of 90 days after the proposal deadline. During this time, all provisions of the Proposal must be in effect, including prices.
- c. Proposers may not withdraw or modify their proposals after the deadline for submittal.
- d. Negligence on the part of the Proposer in preparing their proposal confers no right of withdrawal or modification of their proposal after the deadline for submittal.

10. Right to Waive Mistakes and Variations.

- a. Mistakes in arithmetic extension of pricing may be corrected by the Board.
- b. The District reserves the right to waive any minor or non-material discrepancies or technicalities.

- c. The District further reserves the right to request supplementation of any or all Proposals.

11. Method of Selection, Award, and Right to Reject.

- a. The Board will meet at a publicly noticed meeting and collectively as a group review and rank the proposals in accordance with the Evaluation Criteria. The Board will award the work to the Proposer that it determines, in its sole discretion, has the most advantageous proposal. The Board reserves the right to reschedule or continue the date of the evaluation meeting to a later date.
- b. The Board, in its sole discretion, reserves the right to reject any and all proposals whenever such rejection is in the best interest of the District.
- c. Nothing contained herein shall place a duty upon the District to reject a proposal or award the work based upon anything other than its sole discretion.
- d. The selected Proposer shall promptly enter into negotiations with the District to finalize any terms or details. If the negotiations are unsuccessful, the District may negotiate with the next Proposer(s) who had the next highest ranked proposal(s) until such negotiations are successful.

12. No Reimbursement of Preparation Costs. Proposers will not be reimbursed for any cost associated with responding to this solicitation.

13. Public Records. All Proposals are considered public records pursuant to Chapter 119, Florida Statutes.

14. Term and Renewal. The initial term of the agreement will be 1 year. The agreement will automatically renew for subsequent 1-year periods until terminated pursuant to the termination provisions in the agreement. The scope of services and compensation for renewal periods may be adjusted by mutual written agreement evidenced by a written addendum.

15. Required Disclosure:

- a. **License and Permit Requirements:** For the purpose of complying with Florida Statue 218.80 titled "Public Proposal Disclosure Act", except as may be described in the Agreement, the successful proposer shall obtain and pay for all permits and licenses necessary for the work. Proposers shall be responsible for complying with Osceola County licensing requirements prior to submitting a Proposal and shall submit proof of compliance. Those Proposers who are not duly licensed and/or do not furnish proof thereof with their Proposal may be deemed non-responsive and may be disqualified.
- b. **Public Entity Crimes:** Proposers should be aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes, on Public Entity Crimes.
- c. **Scrutinized Companies:** Proposers should be aware of, and in compliance with, all requirements under Section 287.135, Florida Statutes, on Scrutinized Companies.
- d. **E-Verify.** Proposers should be aware of, and in compliance with, all requirements under Section 448.095(2)(c), Florida Statutes, on E-Verification requirements.
- e. **Public Records:**
 - i. All Proposals are considered public records pursuant to Chapter 119, Florida Statutes.
 - ii. As further described in the Agreement, in accordance with section 119.0701, Florida Statutes, if awarded the work, the Proposer shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all

requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the contractor upon termination of the agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

- f. The District, in its sole discretion, may reject any Proposer the District finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the Board to lack honesty, integrity, or moral responsibility. The discretion of the Board may be exercised based on the disclosure required herein, the District's own investigation, public records, or any other reliable source of information. The Board may also reject any Proposer failing to make the disclosure required herein. By submitting a Proposal, Proposer recognizes and accepts that the District may reject the Proposal based upon the exercise of its sole discretion and Proposer waives any claim it might have for damages or other relief resulting directly or indirectly from the rejection of their Proposal based on these grounds, including the disclosure of any pertinent information relating to the reasons for rejection of the Proposal.
- g. Pursuant to Florida Statutes Section 287.05701, the District does not consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor or give preference to a vendor based on the vendor's social, political, or ideological interests.

Thank you for your interest in the District.

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) **MOWING** – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, landscape detailing, debris clearing, etc.) Notwithstanding the above, at no time will the Paspalum ever be allowed to grow beyond a maximum height of two (2) inches and St. Augustine shall never be allowed to grow beyond five and one half (5 ½) inches. Each mowing should leave the Bahia grass at a height of three (3) to three and one half (3 1/2) inches, Paspalum at a height of one (1) to one and one half (1 ½) inches and St. Augustine at a height of three and one half (3 ½) to four (4) inches. Optimum height for Paspalum should be approximately one and one half (1 ½”) to encourage deeper root growth. Rotary Mowers are preferred for heights above one (1) inch and Reel type mowers for heights below one (1) inch. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The District requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface thirty-six hours after mowing. Otherwise large clumps of clippings will be collected and removed by the contractor. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The contractor shall restore any noticeable damage caused by the contractor’s mowing equipment within forty-eight hours from the time the damage is caused at the contractor’s sole cost and expense. The contractor shall be responsible for training all its personnel in the technical aspects of the Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to pond banks and wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. The contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment, including orange safety cones, at all times. Any motorized equipment used on the road ways of the community must be legally equipped. Weekend work is permitted when necessary upon prior approval.

1A) POND MOWING (if applicable) - All ponds (if applicable) identified as such on the overall Maintenance Exhibit/Plans shall be mowed incorporating the same mowing schedule as the common areas stated above. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. Pond banks will be mowed and trimmed to water’s edge. Line trimming at water’s edge and line trimming of drainage structures shall occur each and every time the pond is mowed. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also when line trimming to water’s edge, Contractor shall be extremely careful not to scalp at the water’s edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). The contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers

must blow all clippings away from the water's edge. It is understood that trash of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by the contractor during every normal service event. Unless otherwise designated on Maintenance Exhibit/Plans, homeowners are responsible for mowing down to the water's edge behind their property.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged during each mowing event. All edging shall be performed to the sole satisfaction of the District. **Chemical edging shall not be permitted anywhere on property.**

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN FORTY-EIGHT HOURS OF NOTICE BY DISTRICT.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Once per year, central leaders shall be maintained and interfering or crossed limbs shall be removed. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Branches and limbs shall be kept off buildings (including roofs), signage structures, play structures, fences & walls as well as pruned to keep street lights and traffic signage from being blocked. Additionally, on an as-needed basis, all trees shall be pruned over sidewalks, nature trails, parking lots, driveways & roadways so as not to interfere with pedestrians, cars or other vehicles. (This is to include maintaining at all times a minimum of **ten to fifteen (10-15)** feet ((but shall vary according to DOT specs)) of clearance under all limbs depending on location and species of tree.)

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of the District. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

Palms: All palms shall receive pruning as often as necessary to appear neat and clean at all times.

The timing of the Palm pruning to be coordinated with the District. This includes brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas

where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. "Hurricane" palm pruning shall never be allowed without prior written approval from the District.

4) WEEDS AND GRASSES – All groundcover and turf areas shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the District at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.

The contractor shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas shall be kept weed free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas.

6) CLEAN UP – At no time will the contractor leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. The contractor shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS, PONDS OR ANY COMPONENT OF THE STORMWATER SYSTEM.**

7) REPLACEMENT OF PLANT MATERIAL – Tree and shrubs in a state of decline should immediately be brought to the attention of the District. Dead or unsightly plant material shall be removed upon notification of the District. The contractor shall be responsible for replacement if due to contractor's negligence. **New plant material**

shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

8) If contractor misses a service due to inclement weather or any other reason, the contractor is required to make up service the same week.

PART 2

FERTILIZATION

The contractor shall follow all provisions of the Osceola County Fertilizer Application code (Chapter 9, Article III of the Code of Ordinances for Osceola County, as they may be amended from time to time. It is further recommended that those practices outlined in the Osceola County Fertilizer Rule be followed. Highlights of that rule are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF OSCEOLA COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

All turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for central Florida turf: (per BMP guidelines and University of Florida IFAS Extension, central Florida is determined by anything south of a line running east-west from coast to coast through Ocala and north of a line between Tampa & Vero Beach.)

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	Fe For foliar application, use ferrous sulfate (2 oz. /3-5 gal. H ₂ O/1,000 SF)
August	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + PreM

All Bahia Sod:

March	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
August	Apply Supplemental Iron sulfate or chelated iron in liquid applications
October	A complete fertilizer based on soil tests

All Paspalum Sod:

March	A complete fertilizer based on soil tests + PreM
April	N (Soluble Nitrogen applied at .5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)

July	A complete fertilizer based on soil tests
August	Fe (for foliar apps, use ferrous sulfate @ 2 oz. /3-5 gal H ₂ O/1000 SF). If Fe is applied to an acidic soil, use 1 lb. of iron sulfate/1000 SF. If soil is calcareous, use the container label recommended rate of an iron chelate.)
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

The contractor shall submit a fertilizer label to resident project representative for approval prior to application.

At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Soil test samples shall be taken twice a year by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Test results will be provided to the District. Should changes be of merit, the contractor shall notify the District in writing prior to the implementation of such changes.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY ITS NEGLIGENCE OF FERTILIZER APPLICATION.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft. /year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO**

REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO ITS NEGLIGENCE.

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P₂O₅-12K₂O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September, November). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

The contractor shall provide the District with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. Contractor must notify the District five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the contractor to so notify the District may result in the contractor forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf Insect and disease control spraying on turf shall be provided by the contractor every month with additional spot treatment as needed. The contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. The contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for “formula” under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. The contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. The contractor will be fully responsible in the treatment of such afflictions. At the District’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. The contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. The contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.**

The contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the contractor’s full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the contractor’s responsibility to treat these conditions in an expedient manner.

It shall also be the contractor’s responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. The contractor shall familiarize itself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the contractor’s responsibility to treat pest within five (5) working days of the date of notification.

FIRE ANT CONTROL

The contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

For informational purposes only, the contractor is asked to provide the cost for the annual application of Top Choice in all designated parks and clubhouse finished landscaped and irrigated areas on the Plans/Maintenance Exhibit. This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all existing irrigation systems to date. This shall include all existing irrigation systems.

These inspections shall include:

A. Irrigation Controllers

1. Semi-automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions & time DST
4. Lubricate and adjust mechanical components
5. Test back up programming support devices

B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities **weekly**; inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle, and strainer are to be inspected for adjustment and shall be aligned, packed, cleaned, and repaired, as necessary. Shrubs, groundcovers, and turf around sprinkler heads shall be trimmed to always maintain maximum clearance for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management,

Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, the District Management or their assign prior to making such repair.

Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisor's discretion.

Assuming the Board of Supervisors approves the repairs listed in the 30-day audit and after such repairs have been made, after the thirty (30) day period has expired and for the duration of the contract, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler beads, nozzles, drip main and delivery lines and any associated fittings. Said repairs shall be performed immediately and are included in the contract price. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of the system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Osceola County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

Freeze Protection. The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

PART 5

INSTALLATION OF MULCH

At District's request and after prior approval by the District Manager, Contractor shall top dress all currently landscaped areas as shown on the plans/maintenance map (landscaped beds, tree rings, parks, etc.) with Grade "A" Medium Pine Bark Mulch. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction. Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" and beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to the District.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch (Pine Bark) is required to attain the required 3" depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The District reserves the right to subcontract out any and all mulching events.

PART 6

SEASONAL COLOR/PERENNIAL MAINTENANCE AND INSTALLATION

A. Seasonal Color Bed Preparation

Contractor shall be totally responsible for the soil make up within each flower bed. Amendments such as, but not limited to Peat Moss, sand, organic matter, fertilizers, and fungicides may be used to create a quality growing medium in order for the annuals to flourish. Beds shall be tilled to a depth of eight (8) to 14 inches with all amendments thoroughly incorporated into the soil mix.

Contractor shall be responsible for all bed preparation and soil amendments necessary to provide a grade A quality seasonal color display. Contractor shall be responsible for taking general and micronutrient tests of annual bed areas. District and/or District Manager shall receive copies of test results and a list of actions to be taken by Contractor to correct all problems identified on the report.

Bed areas shall be formed to create a moderate crown. Contractor shall remove rocks and debris and shall trench all sides of beds that face curb or turf at a depth of three (3) inches before final mulching.

Annuals shall be hand watered at the time of installation.

B. Seasonal Color Installation

Contractor shall be responsible for measuring and confirming the quantities for each annual rotation for all existing annual bed areas based on the existing beds on the property at the time of bid submittal and on the plant spacing as specified. Contractor shall be responsible for planting the specified size and quantity of plant material using designs pre-approved by the District and/or District Manager.

C. Seasonal Color Replacement

Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease or fails to maintain a healthy, vigorous appearance in the opinion of the District and/or District Manager. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs.

D. Mulching

Bed areas shall have one-fourth (1/4) inch of finely ground mulch at all times, not allowing bare soil areas to be visible.

E. Deadheading and Pruning

Deadheading: Declining flowers and foliage should be removed weekly.

Pruning: Plants shall be pruned to avoid plants becoming leggy or unsightly; also to maintain a consistent uniform mass.

F. Fertilization

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous plants. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy plants. Contractor shall be responsible for removing any excess fertilizer from paved surfaces, curbs, and sidewalks.

G. Insect and Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problem, including mole crickets, chinchbugs, and grubs. Contractor shall be responsible for the control of fire ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after ants have been killed. Contractor shall be responsible for removing any excess pesticide applications from paved surfaces, curbs, and sidewalks within four (4) hours after application has occurred.

H. Watering

Contractor shall be responsible for monitoring the moisture levels in irrigated and non-irrigated bed areas and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall be responsible for damage to items that were not reported to the Owner and District Manager in writing and will be responsible for replacement of these items.

Contractor shall not be responsible for the manual watering of any plant material unless plant material is under warranty. When new seasonal color is installed, Contractor shall be responsible for supplemental watering only until plants become established. (*Line Item: Watering*)

I. Bed Weed Control

Weeds shall be controlled in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained weed free. Contractor shall be responsible for removing any chemicals used to control weeds from paved surfaces, curbs, and sidewalks.

J. Perennial Maintenance

Perennials such as but not limited to Rose, Allamanda, Daylilies, Rudbeckia, Sedum, Iris, Daffodils, Lantana, etc. shall be pruned removing all spent blooms, flower stalks, and dormant and declining foliage. The timing of this pruning may be seasonal, Owner and/or District Manager request, or for the aesthetic improvement of the landscape. Any additional fertilizer, fungicide, insecticide or other chemicals needed to keep plants at optimum health shall also be included.

This item will not be included in the contract amount. Contractor shall provide a price per 4" annual to be installed up to four (4) times per year and shall submit with bid. This work shall be invoiced separately in the month following service delivery.

The District reserves the right to subcontract out any and all annual installation events.

ADDITIONAL SERVICES

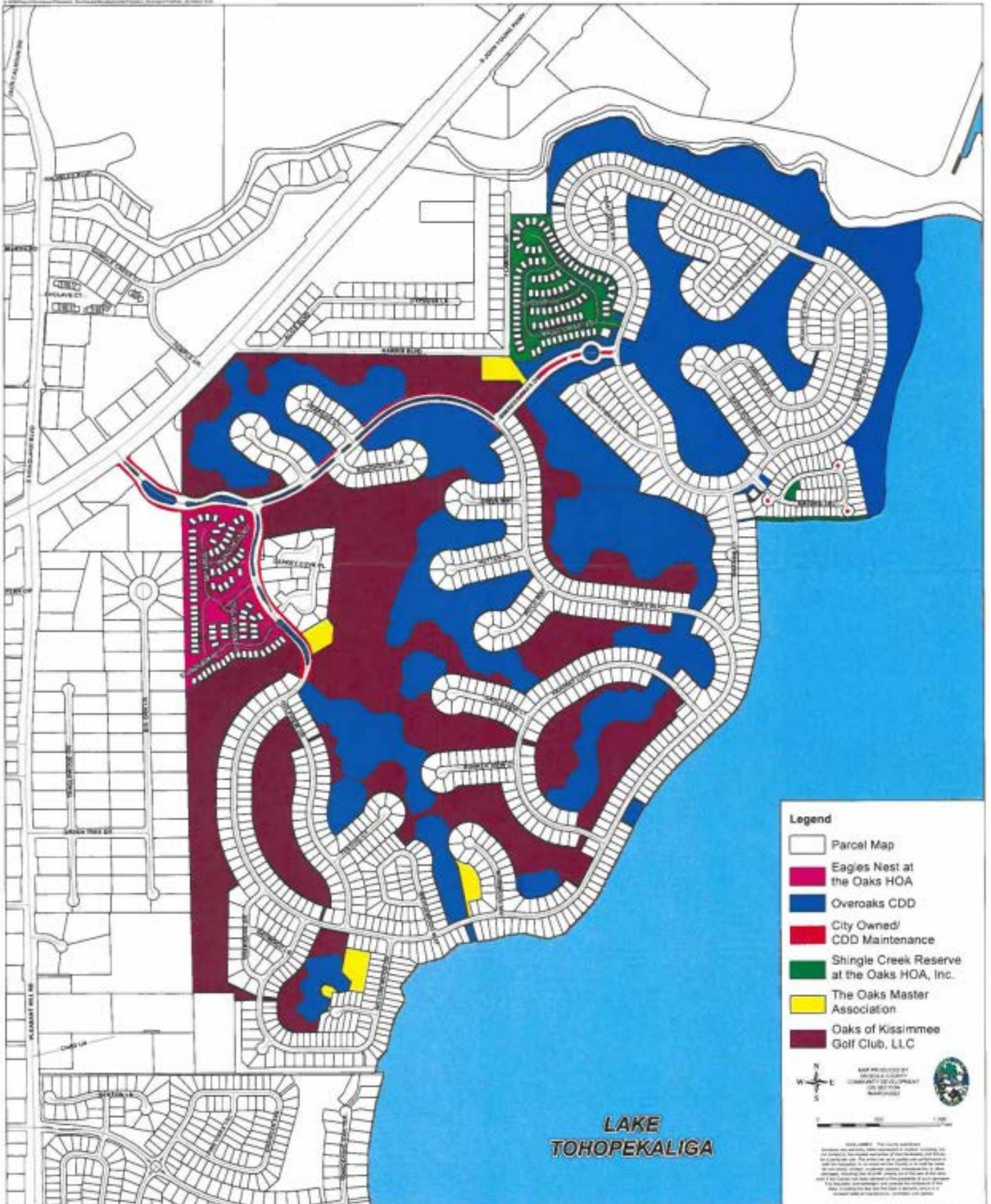
Please provide any additional landscape and irrigation maintenance services offered.

Examples include:

- Emergency Clean Up
- Storm Cleanup
- Irrigation Services outside of contract
- Freeze Protection
- After Hours Emergency Irrigation Services

[END OF SECTION]

Overoaks CDD



Overoaks Community Development District

**Official Proposal Form for
Solicitation of Proposals for Landscape and Irrigation Maintenance Services**

Name of Proposer: _____

In accordance with the solicitation of proposals issued by the Overoaks Community Development District the undersigned proposes to provide all work necessary to perform the scope of services as described in the Project Manual.

Proposer submits that it can perform the work described above summarized as follows and as more specifically described in Proposer's proposal:

- | | |
|--|----------|
| 1. Turf Maintenance | \$ _____ |
| 2. Shrub And Groundcover Maintenance | \$ _____ |
| 3. Tree Maintenance | \$ _____ |
| 4. General Site Maintenance: Trash And Debris Disposal | \$ _____ |
| 5. Irrigation System | \$ _____ |

Total Yearly Cost for the first year of the above items \$ _____

- | | |
|--|----------|
| 6. Annuals Maintenance/Installation | \$ _____ |
| 7. Mulching for Tree and Shrub/Groundcover Bed Areas | \$ _____ |

Estimate of total cubic yards proposed to service the property: _____

Cost of Mulch Per Cubic Yard \$ _____

Irrigation Hourly Rate for items not included in the Scope of Services: \$ _____

Proposer, thoroughly reviewed all components of the Project Manual and has a thorough understanding of the work required, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if Proposer's proposal is accepted, to enter into the Proposed Agreement with the District.

Name of Authorized Signatory of Proposer: _____

Title of Authorized Signatory of Proposer: _____

Signature of Authorized Signatory of Proposer: _____

Landscape and Irrigation Maintenance Services Agreement

This Landscape and Irrigation Maintenance Services Agreement (this “**Agreement**”) is entered into as of _____, 2025 between the **Overoaks Community Development District**, a local unit of special-purpose government organized and established under Chapter 190, Florida Statutes (the “**District**”) and _____, a _____, registered to do business in the State of Florida (the “**Contractor**”).

Background Information:

The District owns, operates, and maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District. Contractor submitted a proposal and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide services to the District. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor the parties desire to enter into this Agreement.

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Contractor’s Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
 - a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise, and resources to perform all required work.
 - b. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Agreement.
 - c. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis.
 - d. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon written notice to the District.
 - e. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
 - f. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Agreement.
3. **Description of Work.**
 - a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as described in the Scope of Services attached hereto as **Exhibit A** (the “**Work**”) in the locations shown in the maintenance map attached hereto as **Exhibit C**.
 - b. Contractor’s Official Proposal Form is attached hereto as **Exhibit B**.

- c. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District (including irrigation repair work), through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.

4. Additional Work. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, amendment, or work order authorization. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

5. Emergency Services. In the event of an emergency or disaster, Contractor shall provide the District the following services:

- a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
- b. Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- d. Disaster recovery assistance services shall not exceed a total of 70 hours worked for each emergency/disaster.
- e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
- f. District reserves the right to immediately terminate all disaster recovery assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

6. Manner of Performance.

- a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
- b. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
- c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and the procedures expected.
- e. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.
- f. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within 24 hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
- g. Contractor is responsible for vehicular safety within the community and shall use the proper

warning safety equipment. Any motorized equipment used on the roadways of the community must be legally equipped.

- h. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.
- i. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or Work that may result in the damage and/or loss of plant material, vegetation, sod, or other landscaping. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs or replacements.
- j. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District's representative.
- k. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

7. **Time of Commencement.** The work to be performed under this Agreement shall commence on the date of this Agreement. Contractor shall provide the District the requisite insurance referenced herein and prior to commencing any work.

8. **Term and Renewal.** The initial term of this Agreement shall be for 1 year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for subsequent 1 year terms pursuant to the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.

9. **Termination.**

- a. Contractor may terminate this Agreement with 60 days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail or email. The 60-day notice shall commence on the day of actual receipt of said written notice by the District.
- b. The District may, in its sole and absolute discretion, whether or not reasonable, on 30 days' written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail or email. The 30-day notice shall commence on the day of mailing of said notice to the Contractor.
- c. Upon termination of this Agreement, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor.
- d. On a default by Contractor, the District may elect not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. The District specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

10. District Representatives and Inspections.

- a. The District hereby designates the District Manager, Field Manager, and other representatives of the District Manager's office to act as the District's representatives. The District's representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work.
- b. The Contractor agrees to meet with a District representative no less than 1 time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of landscape related items that should be performed before the next walk through.
- c. The District will be responsible for scheduling the monthly inspections. The District must have no less than 14 days' notice if there is a need to reschedule.
- d. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.
- e. If the District representatives identify any deficient areas, the District representatives shall notify the Contractor through a written report or otherwise. The Contractor shall then within the time period specified by the District representatives, or if no time is specified within 48 hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within 3 days and prior to submitting any invoices to the District.

11. Compensation

- a. As compensation for the Work (including any additional work described in **Exhibit A** authorized by the District) performed each month the District agrees to pay Contractor the following amounts:
 - i. For Parts 1 and 4 of the Work, which are performed on a monthly basis: \$_____.
 - ii. For Parts 2 and 3 of the Work, a not to exceed annual price for each Part as described in Contractor's Official Proposal Form attached hereto as **Exhibit B**.
 - iii. If the District elects to award the Contractor the work described in Parts 5 [Mulch] and Part 6 [Seasonal Color] of the Work, and only after receipt of written authorization by the District to proceed, the not to exceed annual price for each Part as described in Contractor's Official Proposal Form attached hereto as **Exhibit B**.
 - iv. For any irrigation services not included in the Work, and only after receipt of written authorization by the District to proceed, a not to exceed price of \$____ per hour.
- b. Contractor shall invoice the District monthly for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District and at a minimum shall include:
 - i. the District's name
 - ii. the Contractor's name
 - iii. the invoice date,
 - iv. an invoice number
 - v. a reference to a proposal number if applicable,
 - vi. the location (including the community if applicable),
 - vii. descriptive enough to allow reader to understand services performed
 - viii. an itemized listing of all costs billed on the invoice with a description of each service,
 - ix. the time frame within which the services were provided, and
 - x. the address or bank information to which payment is to be remitted.
- c. In the event services are not needed (dry times and mowing not needed on the frequency

designated in the Scope of Services), inclement weather, or other conditions outside the control of the Contractor that cause certain services to not be necessary or to be missed the Contractor shall inform the District on a weekly basis and provide a written plan of performing other services on the property, making up the missed services on a later date, or issuing a credit on invoices.

- d. The District shall provide payment within 45 days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
- e. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within 10 days of the District's receipt of such invoice.
- f. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.
- g. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

12. Duties and Rights of Contractor. Contractor's duties and rights are as follows:

- a. *Responsibility for and Supervision of the Work:* Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. *Discipline, Employment, Uniforms:* Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- c. *Furnishing of Labor, Materials/Liens and Claims:* Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives any right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or

satisfy such claim or lien within 3 business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

- d. *Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- e. *Responsibility for Negligence of Employees and Subcontractors:* Contractor shall be fully responsible for all acts or omissions of its employees, its subcontractors and their employees, and other persons doing work under any request of Contractor.
- f. *Safety Precautions and Programs:* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- g. *Monthly Maintenance Reports.* The Contractor has a duty to provide the District a monthly maintenance report, that highlights any significant work done in the previous month, and issues they encountered (including all prior work and history if a problem keeps occurring at the same location), and an update on any work on outstanding issues. This report must also include information and pictures of any issues with the irrigation system.

13. Indemnification.

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.
- b. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.*
- c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation

or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

- d. The Contractor shall and does hereby indemnify and hold the District and anyone directly or indirectly employed by it harmless from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

14. Limitations on Governmental Liability. Contractor agrees that nothing herein will constitute or be construed as a waiver of the Districts limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing.

15. Insurance.

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida. No changes are to be made to these specifications without prior written specific approval by the District.
 - i. **Workers' Compensation:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. **Commercial General Liability:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
 - iii. **Automobile Liability:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.
 - iv. **Umbrella Liability:** With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.
- b. Each insurance policy required by this Agreement shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the

payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

- f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
- g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- i. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.

16. Subcontractors. The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

17. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

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

19. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or

repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

20. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

21. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

22. Anti- Human Trafficking. Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.

23. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 566-1935, OR BY EMAIL AT MICHAEL.PEREZ@INFRAMARK.COM, OR BY REGULAR MAIL AT 313 CAMPUS STREET, CELEBRATION, FL 34747

24. **Waivers.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
25. **Governing Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in the county where the District is located.
26. **Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
27. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
28. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.
29. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
30. **Counterparts.** This Agreement 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.
31. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
32. **Notices.** Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other party shall be made.

a. If to Contractor: NAME

ADDRESS

ADDRESS

- b. If to District: Overoaks Community Development District
c/o Inframark
313 Campus Street, Celebration, FL 34747

33. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

34. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

COMPANY NAME

**Overoaks
Community Development District**

Name: _____
Title: _____

Name: _____
Title: Chair/Vice Chair, Board of Supervisors

Exhibit A: Scope of Services

Exhibit B: Contractor's Bid Form

Exhibit C: Maintenance Map

Weekly Landscaping Maintenance Report for the Overoaks Community Development District

Date of maintenance visit: _____ Supervisor: _____

Listing of problems and locations (include color pictures and addresses or intersections):

1. Insect and plants: _____

2. Disease and plants: _____

3. Nutrient problems and plants: _____

4. Dry plants: _____

5. Wet plants: _____

6. Dead plants removed: _____

7. Tree service work needed: _____

8. Irrigation damage and repairs: _____

Extra work performed:

1. Number of workers: _____
2. Their title(s): _____
3. Hours per worker: _____
4. Description of work performed: _____

List of any items the District needs to know of or any extra work that is recommended to be performed outside of the scope of the Agreement (include estimate of time to perform the work). _____

**Affidavit for
Public Entity Crimes, Scrutinized Companies, E-Verify, and Non-Collusion**

*[Solicitation of Proposals for Landscape and Irrigation Maintenance Services]
Overoaks Community Development District*

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Name of Proposer: _____

I am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I state that:

Public Entity Crimes

1. I understand that a “person” or “affiliate” who has been placed on the “convicted vendor list” following a “conviction” for a “public entity crime” (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, would render us ineligible to submit a proposal for this project.
2. Neither I, nor any person or affiliates with my firm, nor my firm has been placed on the convicted vendor list following a conviction for a public entity crime that would render us ineligible to submit a proposal for this project.

Scrutinized Companies

3. I understand that, pursuant to Section 287.135(2)(a), Florida Statutes, we would be ineligible to submit a proposal for this project if we are company that is on the “Scrutinized Companies that Boycott Israel List” (created pursuant to Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel.
4. Neither I nor my firm are on the “Scrutinized Companies that Boycott Israel List” nor are we engaged in a boycott of Israel.

E-Verify

5. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida’s E-Verify law in order to enter into an agreement with a public employer.
6. Our firm is registered with and uses the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
7. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
8. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
9. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
10. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

11. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.

12. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
13. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
14. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
15. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the Overoaks Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work.

Signature of Authorized Signatory of Proposer

Sworn before me on this ____ day of _____, 2025

Notary Public Signature

Notary Stamp



Quarterly Compliance Audit Report

Overoaks

Date: July 2025 - 2nd Quarter
Prepared for: Sandra Demarco
Developer: Inframark
Insurance agency:



Preparer:
Susan Morgan - *SchoolStatus Compliance*
ADA Website Accessibility and Florida F.S. 189.069 Requirements

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Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

Passed	Description
Passed	Website errors* 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	Keyboard navigation The ability to navigate website without using a mouse
Passed	Website accessibility policy A published policy and a vehicle to submit issues and resolve issues
Passed	Color contrast Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	PDF accessibility Formatting PDFs including embedded images and non-text elements
Passed	Site map Alternate methods of navigating the website

*Errors represent less than 5% of the page count are considered passing

**Error reporting details are available in your Campus Suite Website Accessibility dashboard



Florida F.S. 189.069 Requirements

Result: **PASSED**

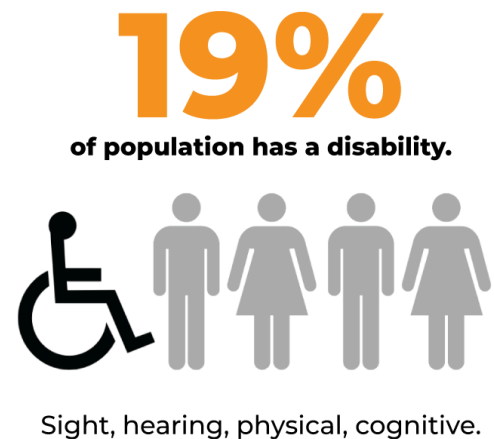
Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
N/A	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

Accessibility overview

Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

Contract checker: <http://webaim.org/resources/contrastchecker>



Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

Helpful article: <http://webaim.org/techniques/alttext>



Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

Helpful article: www.nngroup.com/articles/keyboard-accessibility

Helpful article: <http://webaim.org/techniques/skipnav>



Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

Helpful article: <http://webaim.org/techniques/sitetools/>



Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

Helpful article: <http://webaim.org/techniques/tables/data>



Making PDFs accessible

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

Helpful articles: <http://webaim.org/techniques/acrobat/acrobat>



Making videos accessible

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

Helpful article: <http://webaim.org/techniques/captions>



Making forms accessible

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

Helpful article: <http://webaim.org/techniques/forms>



Alternate versions

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



Other related requirements

No flashing

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

Timers

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

Fly-out menus

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

No pop-ups

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web



Overoaks CDD - Project Board

Next Scheduled Management Inspection walk:

Project	District Management Updates	Agenda Item
Tree Trimming - Advanced Tree Pros	<p>07.28.2025 DM received the below schedule from Advance Tree Pros:</p> <p>25066 9/4 – 5th and 8th – 10th</p> <p>25067 8/27 – 29th and 9/1 – 9/4</p> <p>25068 8/27</p> <p>25069 8/27</p> <p>07.22.2025 DM reached out to Advanced to see when this is scheduled. The rep is out of office but the person assisting stated they have already been entered but not scheduled yet. The rep will reach out to me next week.</p> <p>07.14.2025 DC provided the contract to DM and it is being sent out for execution.</p> <p>07.09.2025 DM sent previous proposals to counsel to create a contract between the district and <u>Advanced Tree Pros</u></p>	Yes
Ceptra - 3 proposals	<p>07.25.2025 Blue Daze is completed and the Palm trimming is expected to be in August. To be discussed at the next meeting.</p> <p>07.15.2025 Matt from Ceptra confirmed 1) Blue Daze install scheduled for this week. 2) Palm pruning vendor informed but not scheduled 3) Request to wait until October for mulching as we are in the raining season and it will wash away and fill the drains and ponds. DM to discuss with Melissa and bring to the next board meeting.</p> <p>07.09.2025 DM reached out to Ceptra about the approve proposals and getting them scheduled.</p>	Yes
TOHO - Street Repairs	<p>07.23.2025 Ceptra stated the signs have been removed and they can mow the long grass areas.</p> <p>07.08.2025 DM and DC have reached out to TOHO about the repairs being made in the district as well as the damage to the grass and roads. Response from TOHO is that upon completion, they will put any damaged item back to their previous conditions.</p>	Yes

CLEAR PARTNERSHIPS

RESOLUTION 2025-05

THE ANNUAL APPROPRIATION RESOLUTION OF THE OVEROAKS COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING ON SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to June 15th, 2025, submitted to the Board of Supervisors (the “Board”) of the Overoaks Community Development District (“District”) a proposed budget for the next ensuing budget year (the “Proposed Budget”), beginning with October 1, 2025 and ending September 30, 2026 (“Fiscal Year 2025/2026”), with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*;

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District, pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*, and the District’s Manager posted the Proposed Budget on the District’s website at least two days before the public hearing pursuant to Section 189.016(4), *Florida Statutes*;

WHEREAS, the Board set August 14, 2025 as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*;

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1 of each year, the District Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared the Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

Section 1. Budget

- a. That the Board of Supervisors has reviewed the District Manager’s Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s

Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. That the Proposed Budget, attached hereto as Exhibit “A,” as amended by the Board, as applicable, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (the “Adopted Budget”), and incorporated herein by reference; provided however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. That the Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Records Office and identified as “The Budget for the Overoaks Community Development District for the Fiscal Year Ending September 30, 2026,” as adopted by the Board of Supervisors on August 14, 2025. Pursuant to Section 189.016(4), *Florida Statutes*, the Adopted Budget shall be posted by the District Manager on the District’s website within thirty days of adoption and will remain on the website for at least two years.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2025/2026, the sum of \$900,462 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the District’s Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

GENERAL FUND	\$900,462
TOTAL ALL FUNDS	\$900,462

Section 3. Supplemental Appropriations

Pursuant to Section 189.016(6), *Florida Statutes*, the Board may at any time within Fiscal Year 2025/2026, or within 60 days following the end of Fiscal Year 2025/2026, amend the Adopted Budget as follows:

- a. Appropriations for expenditures within a fund may be decreased or increased by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The Board may establish procedures by which the District may authorize certain amendments if the total appropriations of the fund do not increase.
- c. If an amendment is required for a purpose not specifically authorized in sub-paragraphs (a) and (b) above, the amendment must be adopted by Resolution and the adopted amendment must be posted on the official website of the District within 5 days after adoption and must remain on the website for at least 2 years.

d. The District Manager or Treasurer shall have the power to approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of Ten Thousand (\$10,000) Dollars or 10% of the original appropriation; or (2) such expenditure is authorized by separate disbursement or spending resolution of the Board.

Section 4. Effective date. This Resolution shall take effect immediately upon adoption.

INTRODUCED, CONSIDERED FAVORABLY, AND ADOPTED THIS 14TH DAY OF AUGUST, 2025.

ATTEST:

**OVEROAKS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Name: _____

Its: _____

Exhibit “A”: Adopted Budget

Exhibit “A”

Overoaks Community Development District Budget for

Fiscal Year 2025/2026

[See attached.]

OVEROAKS

Community Development District

Annual Operating and Debt Service Budget

Fiscal Year 2026

Preliminary Budget

Prepared by:



OVEROAKS

Community Development District

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Overoaks

Community Development District

Budget Overview

Fiscal Year 2026

Overoaks

Community Development District

Operating Budget

Fiscal Year 2026

OVEROAKS

Community Development District

General Fund

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2026 Budget

ACCOUNT DESCRIPTION	Adopted BUDGET FY 2025	ACTUAL THRU 4/30/2025	PROJECTED May- 9/30/2025	TOTAL PROJECTED FY 2025	ANNUAL BUDGET FY 2026
REVENUES					
Interest - Investments	\$ -	\$ 30,690	\$ -	\$ 30,690	\$ -
Interest - Tax Collector	-	810	-	810	-
Special Assmnts- Tax Collector	655,360	637,767	17,593	655,360	937,981
Special Assmnts- Discounts	(26,214)	(24,138)	-	(24,138)	(37,519)
Other Miscellaneous Revenues		435	-	435	
			-	-	
TOTAL REVENUES	629,146	645,564	17,593	663,157	900,462
EXPENDITURES					
<i>Administrative</i>					
P/R-Board of Supervisors	7,000	2,400	4,600	7,000	12,000
FICA Taxes	536	184	160	344	918
ProfServ-Dissemination Agent	1,000	-	1,000	1,000	1,000
ProfServ-Engineering	5,000	2,090	1,823	3,913	25,000
ProfServ-Legal Services	15,000	7,833	6,831	14,664	25,000
ProfServ-Mgmt Consulting Serv	63,922	37,288	26,634	63,922	67,119
ProfServ-Property Appraiser	1,100	475	414	889	1,100
ProfServ-Special Assessment	3,384	3,384	-	3,384	3,384
ProfServ-Trustee Fees	10,000	5,388	4,612	10,000	10,000
Auditing Services	7,800	7,700	100	7,800	7,800
Postage and Freight	1,000	501	437	938	1,000
Insurance - General Liability	10,187	9,631	556	10,187	11,335
Printing and Binding	1,000	75	65	140	500
Legal Advertising	2,000	1,379	1,203	2,582	3,000
Miscellaneous Services	1,200	1,792	1,563	3,355	2,500
Misc-Assessmnt Collection Cost	13,107	12,273	834	13,107	18,760
Annual District Filing Fee	175	225	-	225	175
Total Administrative	143,411	92,618	50,831	143,449	190,591
<i>Field</i>					
ProfServ-Field Management	12,300	6,966	5,334	12,300	12,915
Contracts-Landscape	167,335	97,612	69,723	167,335	172,356
Contracts-Lakes	41,100	23,975	17,125	41,100	41,100
Utility - General	20,000	1,950	1,700	3,650	20,000
R&M-Irrigation	10,000	-	-	-	10,000
R&M-Parks	30,000	-	-	-	30,000
R&M-Signage	5,000	-	-	-	5,000
R&M-Equipment Boats	5,000	-	5,000	5,000	5,000
Landscape Maint.-Mulch/Tree Trimming	35,000	-	-	-	38,500
Wetland Maintenance	40,000	-	40,000	40,000	40,000
Misc-Contingency	100,000	8,154	7,111	15,265	240,000
boat lift repair (25000)	-	-	-	-	25,000
park repair(50000)	-	-	-	-	50,000
	-	-	-	-	-
Total Field	465,735	138,657	145,993	284,650	689,871

OVEROAKS

Community Development District

General Fund

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2026 Budget

ACCOUNT DESCRIPTION	Adopted BUDGET FY 2025	ACTUAL THRU 4/30/2025	PROJECTED May- 9/30/2025	TOTAL PROJECTED FY 2025	ANNUAL BUDGET FY 2026
TOTAL EXPENDITURES	609,146	231,275	196,825	428,100	880,462
<i>Reserves</i>					
Reserve - other	20,000	-	20,000	20,000	20,000
Total Reserves	20,000	-	20,000	20,000	20,000
TOTAL EXPENDITURES	629,146	231,275	216,825	448,100	900,462
Excess (deficiency) of revenues					
Over (under) expenditures	-	414,289	-301,023	(105,405)	-
Net change in fund balance	-	414,289	(301,023)	(105,405)	-
Fund balance - audit adjustments	-	-	-	-	-
FUND BALANCE, BEGINNING	880,836	880,836	-	880,836	775,431
FUND BALANCE, ENDING	\$ 880,836	\$ 1,295,125	\$ (301,023)	\$ 775,431	\$ 775,431

Overoaks

Community Development District

Supporting Budget Schedules

Fiscal Year 2026

OVEROAKS

Community Development District

General Fund

Village	General Fund			Debt Service Funds			Total Assessments per Unit				Units	2020 old 2010A-1 Units	Prepmts	2020 old 2010A-2 Units	Prepmts
	2026	2025	Percent Change	2026	2025	Percent Change	2026	2025	\$ Change	Percent Change					
Eagles Nest	\$646	\$451	43%	\$0	\$0	n/a	\$646	\$451	\$195	43%	84	0	0	0	0
Phase 1A-1	\$646	\$451	43%	\$0	\$0	n/a	\$646	\$451	\$195	43%	141	0	0	0	0
Osprey Cove	\$646	\$451	43%	\$0	\$0	n/a	\$646	\$451	\$195	43%	116	0	0	0	0
Phase 1A-2	\$646	\$451	43%	\$0	\$0	n/a	\$646	\$451	\$195	43%	166	0	0	0	0
The Oaks Phase 1B-1	\$646	\$451	43%	\$0	\$0	n/a	\$646	\$451	\$195	43%	397	0	0	0	0
Tournament Court	\$646	\$451	43%	\$0	\$0	n/a	\$646	\$451	\$195	43%	13	0	0	0	0
Shingle Creek Reserve 37ft	\$646	\$451	43%	\$514	\$514	0%	\$1,159	\$965	\$195	20%	144	36	0	107	0
Shingle Creek Reserve 60ft	\$646	\$451	43%	\$644	\$644	0%	\$1,290	\$1,095	\$195	18%	247	65	0	185	0
Shingle Creek Reserve 70ft	\$646	\$451	43%	\$725	\$725	0%	\$1,371	\$1,177	\$195	17%	144	59	0	80	0
											1,452	160	0	372	0

RESOLUTION 2025-06**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OVERTAKS COMMUNITY DEVELOPMENT DISTRICT IMPOSING SPECIAL ASSESSMENTS AND CERTIFYING AN ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Overoaks Community Development District (“**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 is located in Osceola County, Florida (“**County**”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**Fiscal Year 2025/2026**”), attached hereto as **Exhibit “A,”** and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2025/2026; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) on file with the District management and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property, if any, (“**Direct Collect Property**”), all as set forth in the Assessment Roll; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT. The provision of the services, facilities, and operations as described in Exhibit "A" confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the costs of the assessments. The allocation of the costs to the specially benefited lands is shown in Exhibits "A" and "B."

SECTION 2. ASSESSMENT IMPOSITION. A special assessment for operation and maintenance as provided for in Chapter 190, Florida Statutes, is hereby imposed and levied on benefited lands within the District in accordance with Exhibits "A" and "B." The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

SECTION 3. COLLECTION. The collection of the operation and maintenance special assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method. The District shall also collect its previously levied debt service assessment pursuant to the Uniform method, as indicated on Exhibits "A" and "B."

SECTION 4. ASSESSMENT ROLL. The District's Assessment Roll, attached to this Resolution as Exhibit "B," is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the Overoaks Community Development District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

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

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Overoaks Community Development District.

PASSED AND ADOPTED this 14th day of August 2025.

ATTEST:

**OVEROAKS COMMUNITY
DEVELOPMENT DISTRICT**

Assistant Secretary

By:_____

Its:_____

Exhibit A: Adopted Budgets for Fiscal Year 2025/2026

Exhibit B: Assessment Roll

RESOLUTION 2025-07

A RESOLUTION OF THE OVEROAKS COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2025/2026

WHEREAS, the Overoaks Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, and situated entirely within Osceola County, Florida; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District's meetings; and

WHEREAS, the Board has proposed the Fiscal Year 2025/2026 annual meeting schedule as attached in **Exhibit A**;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OVEROAKS COMMUNITY DEVELOPMENT DISTRICT

1. The Fiscal Year 2025/2026 annual public meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with the requirements of Florida law.

This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 14th DAY OF AUGUST, 2025.

ATTEST:

**OVEROAKS COMMUNITY
DEVELOPMENT DISTRICT**

Asst. Secretary

Chair / Vice Chair

EXHIBIT "A"

**BOARD OF SUPERVISORS MEETING DATES
OVEROAKS COMMUNITY DEVELOPMENT DISTRICT FISCAL
YEAR 2025/2026**

October 21, 2025	6 pm	
December 30, 2025		
January 27, 2026		
February 24, 2026		
March 24, 2026		
April 28, 2026		
May 26, 2026		Proposed Budget Meeting
June 23, 2026		
July 28, 2026		Final Budget Meeting
August 25, 2026		
September 22, 2026		

All meetings will convene at 9:00 a.m. Hart Memorial Library, 211 E Dakin Ave, Kissimmee, FL 34741.

Memorandum

To: Board of Supervisors

From: District Management

Date: August 14, 2025

RE: HB7013 – Special Districts Performance Measures and Standards

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during its 2025 legislative session. Starting on October 1, 2025, 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, 2026), 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 2026 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 and 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 its commitment to the accountability and transparency of the District.

Exhibit A:
Goals, Objectives, and Annual Reporting Form

October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least four regular Board of Supervisor (“Board”) meetings per year to conduct District-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 each meeting in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to the District’s website, publishing in local newspaper of general circulation, and or via electronic communication.

Standard: 100% of meetings were advertised in accordance with Florida Statutes on at least two mediums (e.g., newspaper, District website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly District website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management’s records.

Standard: 100% of monthly website checks were completed by District Management or third party vendor.

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 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 per management agreement 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 District Management services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District’s infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer’s report related to District’s infrastructure and related systems.

Standard: Minimum of one inspection was completed in the fiscal year by the District’s engineer.

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 the District's website and/or within District records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the District's website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the District's website the most recent versions of the following documents: Florida Auditor General link (<https://flauditor.gov/>) to obtain current and past Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Florida Auditor General link (<https://flauditor.gov/>) to the Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the District's website.

Standard: District's website contains 100% of the following information: Department of Financial Services link to obtain 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 Florida Auditor General link (<https://flauditor.gov/>) to the results to the District's 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 District'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 District's website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

SIGNATURES:

Chair/Vice Chair: _____

Date: _____

Printed Name: _____

Overoaks Community Development District

District Manager: _____

Date: _____

Printed Name: _____

Overoaks Community Development District

**MINUTES OF REGULAR MEETING
OVEROAKS COMMUNITY DEVELOPMENT DISTRICT**

A regular meeting of the Board of Supervisors of the Overoaks Community Development District was held Tuesday, July 8, 2025, at 9:35 a.m. at The Celebration Office, 313 Campus Street, Celebration, Florida 34747.

Present and constituting a quorum were the following:

Cynthia Trautz	Chairperson
Melissa Palomino	Vice Chairperson
Debbie Allen	Assistant Secretary
Erran Muenz	Assistant Secretary

Also present, either in person or via communication media technology, were the following:

Jennifer Goldyn	Regional Director, Inframark
Michael Perez	District Manager, Inframark
Kristen Trucco	District Counsel, Latham Luna
Derek Wagner	Representative, CrossCreek
Kyle Goldberg	Field Inspection Coordinator, Inframark
David Hamstra	Engineer, Pegasus Engineering (<i>Via Phone</i>)
Residents and Members of the Public	

This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Ms. Trautz called the meeting to order at 9:35 a.m. and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS

Adoption of the Agenda

On MOTION by Mr. Muenz, seconded by Ms. Allen, with all in favor, the agenda for July 8, 2025, was adopted. (3-0)

THIRD ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience comments at this time.

FOURTH ORDER OF BUSINESS

Staff Reports

A. Cross Creek

i. Aquatic Report

Mr. Wagner presented his report and explained the algae growth occurring during the season. Mr. Wagner also noted that the amount of debris in the pond is higher than usual. Ms. Trautz inquired about the ponds marked with erosion on the report, which Mr. Wagner addressed. Mr. Muenz asked

about a golf cart spraying around the pond, which Mr. Wagner also explained.

D. District Engineer

Mr. Hamstra stated that the contract needs to be executed and confirmed that he can be present once the scheduled date has been changed.

C. Consideration of REP Services Sky Climber Proposal

Mr. Goldberg discussed this matter along with the consideration of repairing versus replacing. The Board decided to table this item.

F. District Manager

Ms. Goldyn provided an update on the status of the boat lift. Mr. Goldberg will place an out-of-service sign on it, and the information will also be posted on the website. Inframark will be looking for a repair company, and Mr. Hamstra will also review the lift. Mr. Perez informed the Board that financials will be emailed on the 20th of each month going forward.

E. District Counsel

Ms. Trucco spoke regarding items caused by the City and informed the Board of the response she has received.

Ms. Palomino arrived at the meeting at 10:20 a.m.

There was a discussion regarding parking on the road, which is to be enforced by either the City or the HOA. Ms. Trautz requested that the alligator signs be repositioned, and there was also a discussion regarding tree trimming proposals, which were approved.

F. District Manager

On MOTION by Mr. Muenz, seconded by Ms. Trautz, with all in favor, the Board approved rescinding all previously approved tree proposals. (4-0)
--

Mr. Perez reviewed four previously provided proposals from Advance Tree Pros and three from Cepra.

On MOTION by Ms. Palomino, seconded by Mr. Muenz, with all in favor, the Board approved the four proposals from Advance Tree Pros: Proposal 25066 for \$17,830, Proposal 25067 for \$21,200, Proposal 25068 for \$550, and Proposal 25069 for \$650, for a total of \$40,230. (4-0)

There was also a discussion regarding Cepra's previously approved proposals for mulching and palm trimming. Proposal 42144, which was previously approved, is to be held until Advance Tree Pros completes their work.

i. Discussion of Loan and Special Assessment Options

Ms. Popelka addressed the Board regarding the details of the difference between a loan and a new bond. A discussion ensued. There was also a discussion regarding the removal of \$140,000 from the Miscellaneous line item.

FIFTH ORDER OF BUSINESS

Business Items

A. Consideration of Resolution 2025-04, Designating Officers of the District

On MOTION by Ms. Allen, seconded by Mr. Muenz, with all in favor, Resolution 2025-04, Designating Officers of the District, was adopted. (4-0)

SIXTH ORDER OF BUSINESS

Business Administration

A. Consideration of Minutes from April 10, 2025 Audit Meeting

On MOTION by Ms. Palomino, seconded by Ms. Allen, with all in favor, the Audit Meeting Minutes from April 10, 2025, were approved. (4-0)

B. Consideration of Minutes from June 9, 2025, Regular Meeting

On MOTION by Ms. Palomino, seconded by Mr. Muenz, with all in favor, the Regular Meeting Minutes from June 9, 2025, were approved. (4-0)

C. Review of the Financial Statements

On MOTION by Mr. Muenz, seconded by Ms. Allen, with all in favor, the financial statements, were accepted. (4-0)

D. Check Register

On MOTION by Mr. Muenz, seconded by Ms. Allen, with all in favor,
the check register was accepted. (4-0)

SEVENTH ORDER OF BUSINESS**Supervisor Requests**

Ms. Trautz spoke regarding the use of paper agendas for the Board at meetings as well as
the preferred meeting locations going forward.

EIGHTH ORDER OF BUSINESS**Adjournment**

There being no further business,

On MOTION by Mr. Muenz, seconded by Ms. Palomino, with all in
favor, the meeting was adjourned at 12:13 p.m. (4-0)

Secretary/Assistant Secretary

Chairman/Vice Chairperson

MEMORANDUM

TO: Board of Supervisors, Overoaks CDD
FROM: Fernand Thomas, District Accountant
CC: Jennifer Goldyn, District Manager, Helena Schneider, Accounting Supervisor
DATE: July 18, 2025
SUBJECT: June Financial Report

Attached, please find the June Financial Report. During your review, please keep in mind that the goal is for revenue to meet or exceed the year-to-date budget and for expenditures to be at or below the year-to-date budget. To assist with your review, an overview of each of the district's funds is provided below. If you have any questions or require additional information, please contact me at Fernand.Thomas@inframark.com.

General Fund:

- Total revenues are 106.72% of the annual budget.
- For the current month, total expenditure is 47.40% of the annual budget.
- ProfServ-Legal Services: General counsel through June 2025.
- ProfServ-Mgmt. Consulting: Services rendered by Inframark, LLC for June 2025.
- ProfServ-Special Assessment: Services rendered by Inframark, LLC. Paid in full.
- ProfServ-Trustee Fees: Trustee fees provided by US Bank; paid in full.
- Auditing Services: paid in full.
- Insurance-General Liability: Paid in full.
- ProfServ-Field Management: Services rendered by Inframark, LLC through June 2025.
- Contracts-Landscape: Landscape services provided by CEPRA Landscape through June 2025.
- Contracts-Lakes: Lakes services provided by Crosscreek Environmental, Inc through June 2025.
- Utility-General: Water billing to May 2025 and accrued for current month.
- Misc-Contingency: Hurricane Milton cleaning, Verizon phone services, record storage fee by Inframark and ADP Payroll fees.

Debt Service Fund:

Series 2020

- Total revenues are 103.10% of the annual budget.
- Interest paid in November and May.

OVEROAKS
Community Development District

Financial Report

June 30, 2025

Prepared by



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OVEROAKS
Community Development District

Financial Statements

(Unaudited)

June 30, 2025

OVEROAKS

Community Development District

Governmental Funds**Balance Sheet**

June 30, 2025

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2020 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 215,054	\$ -	\$ 215,054
Cash with Fiscal Agent	-	9,055	9,055
Investments:			
Money Market Account	1,027,245	-	1,027,245
Revenue Fund	-	224,086	224,086
Prepaid Items	14,876	-	14,876
Deposits	1,070	-	1,070
TOTAL ASSETS	\$ 1,258,245	\$ 233,141	\$ 1,491,386
<u>LIABILITIES</u>			
Accounts Payable	\$ 3,799	\$ -	\$ 3,799
Accrued Expenses	500	-	500
TOTAL LIABILITIES	4,299	-	4,299
<u>FUND BALANCES</u>			
Nonspendable:			
Prepaid Items	14,876	-	14,876
Deposits	1,070	-	1,070
Restricted for:			
Debt Service	-	233,141	233,141
Assigned to:			
Operating Reserves	157,286	-	157,286
Reserves - Other	10,000	-	10,000
Reserves-Shingle Creek	30,000	-	30,000
Unassigned:	1,040,714	-	1,040,714
TOTAL FUND BALANCES	\$ 1,253,946	\$ 233,141	\$ 1,487,087
TOTAL LIABILITIES & FUND BALANCES	\$ 1,258,245	\$ 233,141	\$ 1,491,386

OVEROAKS

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>					
Interest - Investments	\$ -	\$ -	\$ 38,461	\$ 38,461	0.00%
Interest - Tax Collector	-	-	810	810	0.00%
Special Assmnts- Tax Collector	655,360	655,360	655,352	(8)	100.00%
Special Assmnts- Discounts	(26,214)	(26,214)	(23,627)	2,587	90.13%
Other Miscellaneous Revenues	-	-	439	439	0.00%
TOTAL REVENUES	629,146	629,146	671,435	42,289	106.72%
<u>EXPENDITURES</u>					
<u>Administration</u>					
P/R-Board of Supervisors	7,000	5,833	2,400	3,433	34.29%
FICA Taxes	536	447	184	263	34.33%
ProfServ-Dissemination Agent	1,000	1,000	-	1,000	0.00%
ProfServ-Engineering	5,000	3,750	3,724	26	74.48%
ProfServ-Legal Services	15,000	11,250	13,126	(1,876)	87.51%
ProfServ-Mgmt Consulting	63,922	47,941	47,941	-	75.00%
ProfServ-Property Appraiser	1,100	1,100	475	625	43.18%
ProfServ-Special Assessment	3,384	3,384	3,384	-	100.00%
ProfServ-Trustee Fees	10,000	10,000	5,388	4,612	53.88%
Auditing Services	7,800	7,800	7,700	100	98.72%
Postage and Freight	1,000	750	501	249	50.10%
Insurance - General Liability	10,187	10,187	9,631	556	94.54%
Printing and Binding	1,000	750	75	675	7.50%
Legal Advertising	2,000	1,500	1,517	(17)	75.85%
Miscellaneous Services	1,200	900	1,583	(683)	131.92%
Misc-Assessment Collection Cost	13,107	13,107	12,634	473	96.39%
Annual District Filing Fee	175	175	225	(50)	128.57%
Total Administration	143,411	119,874	110,488	9,386	77.04%
<u>Field</u>					
ProfServ-Field Management	12,300	9,225	8,956	269	72.81%
Contracts-Landscape	167,335	125,501	125,501	-	75.00%
Contracts-Lakes	41,100	30,825	30,825	-	75.00%
Utility - General	20,000	15,000	4,197	10,803	20.99%
R&M-Irrigation	10,000	10,000	-	10,000	0.00%
R&M-Parks	30,000	22,500	-	22,500	0.00%
R&M-Signage	5,000	3,750	-	3,750	0.00%
R&M-Equipment Boats	5,000	5,000	-	5,000	0.00%
Landscape Maint. - Mulch/Tree Trimming	35,000	35,000	-	35,000	0.00%
Wetland Maintenance	40,000	30,000	-	30,000	0.00%
Misc-Contingency	100,000	75,000	18,242	56,758	18.24%
Total Field	465,735	361,801	187,721	174,080	40.31%

OVEROAKS

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>Reserves</u>					
Reserve - Other	20,000	-	-	-	0.00%
Total Reserves	20,000	-	-	-	0.00%
TOTAL EXPENDITURES & RESERVES	629,146	481,675	298,209	183,466	47.40%
Excess (deficiency) of revenues					
Over (under) expenditures	-	147,471	373,226	225,755	0.00%
Net change in fund balance	\$ -	\$ 147,471	\$ 373,226	\$ 225,755	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)	880,836	880,836	880,836		
FUND BALANCE, ENDING	\$ 880,836	\$ 1,028,307	\$ 1,254,062		

OVEROAKS

Community Development District

Series 2020 Debt Service Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>					
Interest - Investments	\$ 200	\$ 150	\$ 9,462	\$ 9,312	4731.00%
Special Assmnts- Tax Collector	335,246	335,246	334,605	(641)	99.81%
Special Assmnts- Discounts	(13,410)	(13,410)	(12,063)	1,347	89.96%
TOTAL REVENUES	322,036	321,986	332,004	10,018	103.10%
<u>EXPENDITURES</u>					
<u>Administration</u>					
Misc-Assessment Collection Cost	6,705	6,705	6,451	254	96.21%
Total Administration	6,705	6,705	6,451	254	96.21%
<u>Debt Service</u>					
Principal Debt Retirement A-1	230,000	230,000	230,000	-	100.00%
Interest Expense Series A-1	80,657	80,657	80,657	-	100.00%
Total Debt Service	310,657	310,657	310,657	-	100.00%
TOTAL EXPENDITURES	317,362	317,362	317,108	254	99.92%
Excess (deficiency) of revenues Over (under) expenditures	4,674	4,624	14,896	10,272	318.70%
<u>OTHER FINANCING SOURCES (USES)</u>					
Contribution to (Use of) Fund Balance	4,674	-	-	-	0.00%
TOTAL FINANCING SOURCES (USES)	4,674	-	-	-	0.00%
Net change in fund balance	\$ 4,674	\$ 4,624	\$ 14,896	\$ 10,272	318.70%
FUND BALANCE, BEGINNING (OCT 1, 2024)	218,246	218,246	218,246		
FUND BALANCE, ENDING	\$ 222,920	\$ 222,870	\$ 233,142		

OVEROAKS
Community Development District

Supporting Schedules

June 30, 2025

OVEROAKS

Community Development District

All Funds

**Non-Ad Valorem Special Assessments
Osceola County Tax Collector-Monthly Collection Report
For the Fiscal Year Ending September 30, 2025**

						ALLOCATION BY FUND	
						General Fund	Debt Service Fund
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Cost	Gross amount	The Oaks Master Association	Series 2020	
Assessments Levied FY 2025				\$ 989,948	\$ 655,346	\$ 334,602	
Allocation %				100%	66%	34%	
11/18/24	\$ 11,374	\$ 600	\$ 232	\$ 12,206	\$ 8,080	\$ 4,126	
11/22/24	\$ 65,509	\$ 2,785	\$ 1,337	\$ 69,630	\$ 46,088	\$ 23,531	
12/11/24	\$ 722,987	\$ 30,737	\$ 14,755	\$ 768,479	\$ 508,733	\$ 259,746	
12/20/24	\$ 26,110	\$ 992	\$ 533	\$ 27,634	\$ 18,294	\$ 9,340	
01/09/25	\$ 20,724	\$ 654	\$ 423	\$ 21,801	\$ 14,433	\$ 7,369	
01/09/25	\$ 5,790	\$ 183	\$ 118	\$ 6,091	\$ 4,032	\$ 2,059	
02/10/25	\$ 1,023	\$ 4	\$ 21	\$ 1,048	\$ 694	\$ 354	
02/10/25	\$ 19,325	\$ 407	\$ 394	\$ 20,126	\$ 13,324	\$ 6,803	
03/10/25	\$ 11,023	\$ 114	\$ 225	\$ 11,361	\$ 7,521	\$ 3,840	
03/10/25	\$ 124	\$ -	\$ 3	\$ 126	\$ 84	\$ 43	
04/09/25	\$ 18,346	\$ -	\$ 374	\$ 18,720	\$ 12,393	\$ 6,327	
04/09/25	\$ 6,058	\$ -	\$ 124	\$ 6,182	\$ 4,092	\$ 2,089	
05/12/25	\$ 8,397	\$ (232)	\$ 171	\$ 8,337	\$ 5,519	\$ 2,818	
05/12/25	\$ 757	\$ (18)	\$ 14	\$ 753	\$ 498	\$ 254	
06/09/25	\$ 3,205	\$ (93)	\$ 65	\$ 3,177	\$ 2,103	\$ 1,074	
06/09/25	\$ 350	\$ (10)	\$ 7	\$ 347	\$ 230	\$ 117	
06/16/25	\$ 14,081	\$ (419)	\$ 287	\$ 13,950	\$ 9,235	\$ 4,715	
Total	\$ 935,183	\$ 35,702	\$ 19,084	\$ 989,969	\$ 655,352	\$ 334,605	
% COLLECTED				100%	100%	100%	
TOTAL OUTSTANDING				\$ (22)	\$ (6)	\$ (3)	

Cash and Investment Report
June 30, 2025

GENERAL FUND

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account - Operating	Valley National Bank	n/a	n/a	4.33%	\$215,054
Money Market	Truist	Money Market Fund	n/a	2.47%	\$500,503
Money Market	SeaCoast Bank	Money Market Fund	n/a	2.50%	\$250,868
Money Market	BankUnited	Money Market Fund	n/a	3.99%	\$275,874
Subtotal					<u>\$1,242,299</u>

DEBT SERVICE FUNDS

Series 2020 Revenue Fund	US Bank	Commercial Paper	n/a	4.25%	\$224,086
Subtotal					<u>\$224,086</u>
Total					<u><u>\$1,466,385</u></u>

Bank Account Statement

Overoaks CDD

Bank Account No. 1201
Statement No. 06-25

Statement Date 06/30/2025

G/L Account No. 101003 Balance	215,053.83	Statement Balance	236,184.72
		Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	236,184.72
Subtotal	215,053.83	Outstanding Checks	-21,130.89
Negative Adjustments	0.00		
		Ending Balance	215,053.83
Ending G/L Balance	215,053.83		

Outstanding Checks					
05/16/2025	Payment	1049	OSCEOLA NEWS-GAZETTE	Check for Vendor V00064	-62.79
06/24/2025	Payment	100071	CROSSCREEK ENVIRONMENTAL, INC.	Inv: 21548	-3,425.00
06/24/2025	Payment	100072	ELEMENT ENVIROMENTAL LLC	Inv: 1224	-7,980.00
06/24/2025	Payment	100073	LATHAM, LUNA,EDEN & BEAUDINE LLP	Inv: 140840	-536.00
06/25/2025	Payment	1050	OVEROAKS CDD C/O US BANK	Payment of Invoice 031527	-9,055.04
06/24/2025	Payment	300021	VERIZON - ACH	Inv: 6115478168-ACH	-72.06
Total Outstanding Checks					-21,130.89

OVEROAKS
Community Development District

Check Register

6/1/2025-6/30/2025

OVEROAKS COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 6/01/2025 to 6/30/2025

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001							
CHECK # 100063							
001	06/04/25	HANSON, WALTER & ASSOC INC	5293918	Engineering Services through April 30,2025	ENGG SVCS	531013-51501	\$347.50
Check Total							\$347.50
CHECK # 100064							
001	06/04/25	LATHAM, LUNA,EDEN & BEAUDINE LLP	139786	legal services - thru 03/31/2025	legal services	531023-51401	\$2,428.82
Check Total							\$2,428.82
CHECK # 100065							
001	06/04/25	OSCEOLA NEWS-GAZETTE	F7BA084D-0100	Legal and Public Notice 05/29/2025	LEGAL AD	548002-51301	\$61.25
Check Total							\$61.25
CHECK # 100066							
001	06/04/25	CEPRA LANDSCAPE	O-S8123	Mainline and Valve rebuild in the Shingle Creek area	Misc-Contingency	549900-53901	\$613.00
Check Total							\$613.00
CHECK # 100068							
001	06/12/25	INFRAMARK LLC	1507779	management invoice june 2025	ADMIN MGMNT SVCS	531027-51301	\$5,326.83
001	06/12/25	INFRAMARK LLC	1507779	management invoice june 2025	field ops	531016-53901	\$497.58
001	06/12/25	INFRAMARK LLC	1507779	management invoice june 2025	field ops	531016-53901	\$497.58
001	06/12/25	INFRAMARK LLC	1507779	management invoice june 2025	record storage	531027-51301	\$495.00
Check Total							\$6,816.99
CHECK # 100069							
001	06/12/25	CEPRA LANDSCAPE	O-S8186	LANDSCAPE SVCS June 2025	LANDSCAPING	534050-53901	\$13,944.58
Check Total							\$13,944.58
CHECK # 100070							
001	06/12/25	HANSON, WALTER & ASSOC INC	5293379	Engineering Services through February 28,2025	ENGG SVCS	531013-51501	\$1,286.25
Check Total							\$1,286.25
CHECK # 100071							
001	06/24/25	CROSSCREEK ENVIRONMENTAL, INC.	21548	LANDSCAPE SVCS JUNE 2025	pond maintenance June 2025	534084-53901	\$3,425.00
Check Total							\$3,425.00
CHECK # 100072							
001	06/24/25	ELEMENT ENVIROMENTAL LLC	1224	Park drainage off of Cypress Oaks Drive	drainage for park	549001-53901	\$7,980.00
Check Total							\$7,980.00
CHECK # 100073							
001	06/24/25	LATHAM, LUNA,EDEN & BEAUDINE LLP	140840	legal services - thru 05/30/2025	legal services	531023-51401	\$536.00
Check Total							\$536.00
CHECK # 100074							
001	06/24/25	OSCEOLA NEWS-GAZETTE	F7BA084D-0104	legal advertisement	LEGAL AD	548002-51301	\$76.68
Check Total							\$76.68

OVEROAKS COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 6/01/2025 to 6/30/2025

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 300018							
001	06/27/25	TOHO WATER AUTHORITY - ACH	060225-ACH	5/2 - 6/2/2025 Water	Utility - General	543001-53945	\$810.07
001	06/27/25	TOHO WATER AUTHORITY - ACH	060225-ACH	5/2 - 6/2/2025 Water	Utility - General	543001-53946	\$540.60
Check Total							\$1,350.67
CHECK # 300019							
001	06/30/25	KJA - ACH	061025-ACH	5/5 - 6/5/2025 Electricity	Utility - General	543001-53945	\$43.53
001	06/30/25	KJA - ACH	061025-ACH	5/5 - 6/5/2025 Electricity	Utility - General	543001-53946	\$81.32
Check Total							\$124.85
CHECK # 300020							
001	06/02/25	KJA - ACH	051225-ACH-1	utility 04/04/25-05/04/25	Utility - General	543001-53945	\$125.56
Check Total							\$125.56
CHECK # 300021							
001	06/24/25	VERIZON - ACH	6115478168-ACH	5/9 - 6/8/2025 Communication	Misc-Contingency	549900-51301	\$72.06
Check Total							\$72.06
Fund Total							\$39,189.21

SERIES 2020 DEBT SERVICE FUND - 208

CHECK # 1050							
208	06/25/25	OVEROAKS CDD C/O US BANK	06232025	Transfer Tax Collections Series 2020 8000S	Due From Other Funds	131000	\$9,055.04
						Check Total	<u>\$9,055.04</u>
						Fund Total	<u>\$9,055.04</u>

Total Checks Paid	\$48,244.25
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