

Eastlake Oaks Community Development District

Board of Supervisors

Scott Roper, Chairman
Darlene Lazier, Vice Chairperson
Nick Yagnik, Assistant Secretary
Joseph Dinelli, Assistant Secretary
Brinton George, Assistant Secretary

David Wenck, District Manager

Meeting Agenda

Thursday, June 9, 2022 – 6:00 p.m.

1. **Roll Call**
2. **Approval of the Consent Agenda**
 - A. Minutes of the April 14, 2022 Meeting
 - B. April 2022 Financial Report, Payment Register and March Through April 2022 Invoices
3. **Manager's Report**
 - A. Distribution of the Proposed Budget for Fiscal Year 2023, and Consideration of Resolution 2022-03, Approving the Budget and Setting the Public Hearing
4. **New Business**
 - A. Discussion of Landscaping Contract
 - B. Consideration of Estimate 3484 from Alexander's Property Maintenance Inc. for Playground Repairs
5. **Supervisors' Requests**
6. **Audience Comments**
7. **Adjournment**

The next meeting is scheduled for Thursday, August 11, 2022, at 6:00 p.m.

District Office:

Inframark
210 North University Drive
Suite 702
Coral Springs, Florida 33071
954-603-0033

Meeting Location:

Holiday Inn Express Hotel & Suites – Oldsmar
3990 Tampa Road
Oldsmar, Florida 34677
813-854-5080

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pinellas

} ss

Before the undersigned authority personally appeared **Deirdre Almeida** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Meeting Schedule** was published in **Tampa Bay Times: 9/29/21** in said newspaper in the issues of **Baylink Pinellas**

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

Signature Affiant

Sworn to and subscribed before me this **09/29/2021**

Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____

Notice of Meetings
Eastlake Oaks
Community Development District

The Board of Supervisors of the Eastlake Oaks Community Development District will hold their meetings for Fiscal Year 2022 on the second Thursday of every other month, at 6:00 p.m. in the Board Room of the Holiday Inn Express, 3990 Tampa Road, Oldsmar, Florida on the following dates:

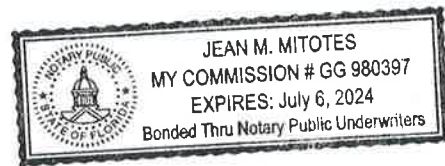
- October 14, 2021
- December 9, 2021
- February 10, 2022
- April 14, 2022
- June 9, 2022
- August 11, 2022

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time and location to be specified on the record at the meetings.

There may be occasions when one or more Supervisors will participate via phone. In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Management Company, Inframark at (954) 603-0033. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or 800-955-8771 (TTY)/800-955-8770 (Voice), for aid in contacting the District Office at least two (2) days prior to the date of the meetings. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meetings is advised that person may need to ensure a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Andrew Mendenhall, PMP
District Manager
September 29, 2021

0000185144





LANDSCAPE CONTRACTOR

Contract for Services

Prepared December 13, 2021, revised June 16, 2022

Eastlake Oaks Community Development District



Alexander's Property Maintenance, Inc.

Corporate Office
6400 123rd Avenue North
Largo, FL 33773
Phone: (727) 535-7314



Company Details

Alexander's Property Maintenance, Inc. has been servicing the Tampa Bay area since 1995; with over 20 years in the Landscaping and Property Maintenance industry. Alexander's Property Maintenance, Inc. has earned a reputation of incomparable professionalism and reliability. Our proposals are tailored to address the unique characteristics of each property to meet and exceed our clients' needs. Alexander's Property Maintenance, Inc. is committed to providing quality services at competitive prices year after year.

Corporate Address:

6400 123rd Avenue N
Largo, FL 33773
Office: (727) 535-7314
Fax: (727) 532-6939

James Alexander – President/Chief Executive Officer
Office: (727) 535-7314

Leigh Magadanz – Financial Controller/Office Manager
info@alexanderspm.com
Office: (727) 535-7314

Sam Pitts – Production Manager
spitts@alexanderspm.com
Cell: (727) 647-9033

Carl Koegler – Account Manager/Pest Control Manager
ckoegler@alexanderspm.com
Cell: (813) 240-3177

Mike Mitchell – Tree Manager
Tree@alexanderspm.com
Cell: (727) 365-3623

Richard Seaman – Account Manager
RSeaman@alexanderspm.com
Cell: (727) 226-4113

Brian Brown – Landscape/Irrigation Manager
BBrown@alexanderspm.com
Cell: (727) 332-7365

Services Summary for Eastlake Oaks CDD

Turf Maintenance	Frequency	
Mowing of all turf areas (exceptions for unavoidable delays, or missed services caused by acts of nature and holidays), includes sweeper with each mow.	Approximately 42 per year	
Hedges, Beds and Trees	Frequency	
Maintain hedges, shrubs and plants (12 visits per year, except for unavoidable delays, or missed services caused by acts of nature and holidays).	12 visits per year	
Cost:	Monthly	Annually
Lawn Maintenance and Hedges, Beds and Tree services Includes tree trimming, including Palms, up to 10 feet.	\$3,700.00	\$44,400.00
Sprinkler System	Frequency	
Contractor will provide the Client with 1 visit every month to assure proper operation of sprinkler systems.	12 visits per year	
Cost:	Monthly	Annually
Sprinkler System services – includes Rid O Rust. Check 2x month, and add, as needed.	\$250.00	\$3,000.00
Turf Program	Frequency	
Alexander's Property Maintenance, Inc. will periodically inspect all turf areas for insects and disease.	6 applications per year	
Shrub Program	Frequency	
Alexander's Property Maintenance, Inc. will monthly inspect all plant materials for insects and disease.	2 applications per year	
Cost:	Monthly	Annually
Turf & Shrub Program for lawn and ornamental.	\$250.00	\$3,000.00
	Monthly	Annually
Total Contract see following contract for more details.	\$4,200.00	\$50,400.00

This pricing is good for 60 days, unless otherwise agreed upon, in writing, by APM.

Standards of Performance

Property to be Maintained

Name: Eastlake Oaks Community Development District

Scott Roper, Eastlake Oaks CDD Board of Supervisors

C: 727-560-4797

roperscott@gmail.com

Contact: David Wenck, Property Manager, c/o Inframark

2634 Cypress Ridge Blvd

Wesley Chapel, FL 33544

W: 813-995-4873

David.Wenck@inframark.com

Areas to be maintained:

Turf Maintenance		Frequency - Approximate
Mowing of all turf areas per the following schedule, except for unavoidable delays or missed services caused by acts of nature and holidays. Someone will visit the property 50 weeks out of the year.		42 mows
April, May, June, July, August, September and October		1x per Week
November, December, January, February and March		2x per Month
Standard of Performance		
1.	Mowed areas to be blown clean of mow clippings the same day as cutting. All paved surfaces will be blown clean of lawn debris after each mow, with the exception of heavy leaf drop. Typically, leaf drop is heaviest during the months of February and March. If needed, a leaf cleanup proposal will be presented for approval.	Per visit
2.	Edging of all hard surfaces (excludes hard surface at rear of building) will be done on a weekly basis, with mow service, or as needed. Edging of all asphalt will be done bi-weekly. Will edge from street to first post on driveway. Soft edging will be done on a monthly, or as needed.	Per visit
3.	Grass around trees, posts, fences, dumpsters and other obstacles will be line trimmed.	Per visit
4.	New or freshly sharpened blades to be used for each cutting.	Per visit
5.	Edge planted beds to redefine turf areas with appropriate edging machine.	Per visit

Standards of Performance

Hedges, Beds and Trees		Frequency - Approximate
Maintain hedges, shrubs and plants per the following schedule. Except for unavoidable delays or missed services caused by acts of nature and holidays.		12 visits per year
Standard of Performance		
1.	Hedges, shrubs and ornamental plants will be sheared and pruned to maintain plant shape and size according to their growth pattern. Hedges at front entrance to be trimmed more frequently, as needed.	1x per Month
2.	Remove clippings and cuttings created by shearing and pruning from property as work is performed.	Per visit
3.	Maintain lateral line height of tree canopies at 6' to 10' depending on tree location and species.	1x per Month
4.	Spray beds and hard surface cracks with a post emergent herbicide to kill weeds.	As needed
5.	Hand pull weeds as needed in flower beds.	As needed
6.	Ground cover beds will be chemically treated to kill weeds.	1x per Month
7.	Flowering plants will be cut back to encourage flowering.	1x per Year
8.	Flowering trees will be trimmed to remove dead flowers and seeds to encourage next year's flowers.	1x per year

Cost:	Monthly	Annually
Lawn Maintenance and Hedges, Beds and Tree services as per above Standards of Performance	\$3,700.00	\$44,400.00

Standards of Performance

Sprinkler System		Frequency
Contractor will provide the Client with 1 visit every month to assure proper operation of sprinkler systems.		12 visits per year
Standard of Performance		
1.	An initial system check will be done to ascertain the condition of the system. A proposal will be submitted to bring the system up to 100% operation. Any repairs must be made before sprinkler system checks can begin.	1x
2.	Activate each zone of the existing system while adjusting sprinkler heads that need service.	1x per month
3.	Test for complete coverage and proper mechanical operation of system. Make minor repairs (replace heads, repair small leaks and breaks, replace nozzles) billing for parts and labor.	1x per month
4.	Major repairs will be completed within (1) week thereafter, labor and materials for necessary repairs will be billed separately.	
5.	Service calls/repairs are billed at \$65.00 per hour for first tech, \$45 per hour for second, or additional, techs on site, plus materials to make the necessary repairs.	
6.	Should new or additional landscaping be added, the sprinkler system will be extended as required to properly water these plantings, at the above rates.	

Authorization for repairs		
In order to expedite minor repairs, Alexander's Property Maintenance, Inc. is authorized to perform repair work up to <u>\$300.00</u> worth of repairs per month without prior approval. Any repairs that exceed the above amount, Alexander's Property Maintenance, Inc. will submit a proposal for approval before work is performed.		
Client Signature: _____ Date: _____		
Cost:	Monthly	Annually
Sprinkler System services as per above Standards of Performance	\$250.00	\$3,000.00

Standards of Performance

Turf Program		Frequency
Alexander's Property Maintenance, Inc. will periodically inspect all turf areas for insects and disease.		6 applications per year
Spring	Granular slow release fertilization, 20-0-10 with high sulfur content to assist in lowering pH.	Included
Summer	Summer blend of fertilizer, minor elements plus insect and weed control.	Included
Winter	A seasonal blend plus insect and weed control	Included
Per customer request, we will spray glysophate on isolated area of Pro Vista grass. Alexander's is not responsible for damage to turf as a result of this treatment.		Initial here to acknowledge: _____

Notes:

1. It is important to note that this program provides a maximum yearly rate of 4 pounds of nitrogen, and 2 pounds of potassium per 1000 square feet of lawn area. This is the optimum proportion of these primary nutrients.
2. Each spray service includes the other major and minor elements necessary for a healthy lawn. Each nutrient is changed throughout the year relative to grass type, soil type, season, and existing lawn needs.
3. Ants, fleas, ticks and nematodes are not included. Should treatment be needed, there will be an additional cost.
4. Weed **control** is limited to the broadleaf weeds. Grassy weeds are not part of this program and indicate cultural issues such as shade and drainage problems. A program to control grassy weeds can be developed under a separate contract.
5. No warranty is implied, expressed or stated.

Standards of Performance

Shrub Program		Frequency
Alexander's Property Maintenance, Inc. will monthly inspect all plant materials for insects and disease.		2 applications per year
Spring	Heavy fertilization plus insecticide, if needed	Included
Fall	Fertilizer plus insecticide	Included

Notes:

1. Fertilizer will be applied at a rate of 3 pounds per 1,000 square feet.
2. Insect and weed control are on a monthly integrated pest control management done as needed.
3. Deep root Fertilization of Palm Trees and Trees is available at an additional charge.
4. No warranty is implied, expressed or stated.

Note: Existing Royal and Bismarck Palms to be fertilized, included in contractual billing.

Cost:	Monthly	Annually
Turf & Shrub Program as per above Standards of Performance	\$250.00	\$3,000.00

Additional Services and Costs – after 2 years of rollovers prices subject to change			
Alexander's Property Maintenance, Inc. can provide any of the following services. Initial any of the services you or your board of directors has approved. Once approved, this work will be automatically scheduled and performed.			
Service	Description	Cost	Initial
Palm Tree Trimming	Palm tree trimming (over 10' in height) Sabal and Queen \$35 each Washingtonia \$45 each All other Palm species may be additional	To be billed at time of service	
Palm Fert	To be quoted	To be billed at time of service	
Mulch	Cypress and Pine Bark Mulch for common area	\$60.00 per yard, billed at the time of service	
Sweeper Truck Service	Sweeping of all hard surfaces - barring inclement weather, or unforeseen circumstances	Not Included	

Notes:

Additional Services and Costs – after 2 years of rollovers prices subject to change				
Alexander's Property Maintenance, Inc. can provide any of the following services. Initial any of the services you or your board of directors has approved. Once approved, this work will be <i>automatically</i> scheduled and performed.				
Service	Description	Quantity	Cost	Initial
Seasonal Color Program	Annual 4" Flowers	Quoted upon request	To be billed at time of service.	
	Alexander's Property Maintenance, Inc. recommends bedding soil change 1x per year minimum		\$65.00 per yard To be billed at time of service.	

Notes	Description	Frequency
1.	Clean beds and hand or machine cultivate.	Per rotation
2.	Plants installed at a triangular spacing of 9" O.C. between.	Per rotation
3.	Proper Fertilizer and fungicide will be added to beds at time of installation.	
4.	Follow up fertilization, fungicide and insecticide.	As needed

Warranty	Any seasonal bedding plant that dies from soil burn disease or insect damage will be replaced free of charge under the Alexander's Property Maintenance, Inc. Warranty.
	Not covered under Alexander's Property Maintenance, Inc. Warranty are freeze, theft, vandalism, aerial disease.

Property Maintenance Contract

This "Agreement" is made and entered into between **Alexander's Property Maintenance, Inc.**, presently of Pinellas County, Florida, by and through its authorized representative, James T. Alexander, hereinafter referred to as "Contractor" and **Eastlake Oaks Community Development District**, by and through its authorized representative, hereinafter referred to as "District" or "Client."

Whereas, Alexander's Property Maintenance, Inc. has been providing Tampa Bay Area a full array of landscaping services at the request of the Landscape Maintenance industry for over ten (10) years; and

Whereas, District has requested performance of services for the property identified herein; and

Whereas, the parties have delineated the nature and frequency of services to be performed as set forth on the "Standards of Performance" attached hereto and incorporated herein by reference.

Now, therefore, be it agreed as follows:

- I. Services: Alexander's Property Maintenance, Inc. shall perform those landscaping maintenance and care services as described in the "Standards of Performance." Further, APM to the following:
 - A. To supply all labor, tools, materials, equipment and transportation for the proper execution and completion of services, except as may be otherwise stated in the "Standards of Performance." Contractor shall be responsible for all labor costs including but not limited to: salaries, wages and benefits to its employee, federal and state required, income tax, social security, workers' compensation insurance and any taxes payable with respect to such employment; and
 - B. While performing services, Contractor shall obtain all necessary permits and licenses, and shall comply with all applicable laws, codes, regulations, and shall meet all OSHA safety standards.

- II. Duration: This agreement shall be in effect for the two (2) year period commencing **January 1, 2022, through December 31, 2024**, and will automatically renew for an additional one (1) year on each subsequent anniversary date unless terminated in writing by either party thirty (30) days prior to the anniversary date, or as otherwise provided for herein. See section VI. The notice of termination shall be in writing and delivered to the address set forth herein, by certified mail or overnight mail with tracking.

- III. Compensation Terms: Client shall pay contractor the sum **\$50,400.00** for the first year of this Agreement, in equal monthly installments of **\$4,200.00** for the services defined in the "Standards of Performance." It is agreed that payment shall be made as follows:
 - A. Regular monthly compensation shall be remitted to APM on the 1st day of each month. Payments not received by the 1st day of the month shall be assessed a late charge of ten percent (10%) of the billing amount; and
 - B. APM may adjust the compensation amount by 5% for services on an annual basis upon 3rd year commencement date, and each year thereafter.

All additional services and/or materials for repair or otherwise, requested by District in writing, shall be paid within thirty (30) days of invoicing. All returned checks will be charged a \$25.00 handling fee.

- IV. Insurance: Alexander's Property Maintenance, Inc. shall maintain in full force and effect throughout the term of this Agreement the following insurance protection:
- A. Commercial General Liability Coverage, for bodily injury with limited of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering independent contractors coverage for bodily injury and property damage in connection with subcontractors' operation; and
 - B. Workman's Compensation Insurance; and
 - C. Commercial General and Automotive Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage
 - D. The District, its consultants and supervisors, and the District's management company shall be named insureds on all policies of insurance.
- V. Damages: Alexander's Property Maintenance, Inc. shall not be held responsible for the following:
- A. Any damage caused by or to garden hoses left on turf or shrubbery.
 - B. Any damage to personal items such as toys, pet items, lawn and garden tools, extension cords, clothing, lawn furniture, Christmas lights or decorations, or any other items not associated with a reasonable landscape design left on turf or shrub areas.
 - C. The normal wear and tear on outdoor carpeting, ceramic tile, sidewalks, decorative landscape borders and painted porches or driveways caused by use of the power edger, weed eater, or lawn mower. Slight border damage of these areas is inevitable if the mowing process is to be performed thoroughly.
 - D. Any damage to screened in porches which directly border turf/shrub area without the presence of a kick plate or landscape border.
 - E. Any damage to vinyl siding which directly borders turf/shrub areas without the presence of a kick plate or landscape border.
 - F. Any damage by or to exposed wiring or piping running from any solid structure directly to the turf and not protected by shrubbery or a landscape border.
 - G. Any damage by or to down spouts that do not maintain at least a four-inch clearance of turf areas.
 - H. Any damage to hidden underground or surface wires and/or pipes which may be damaged in the process of mowing and/or edging.
- VI. Termination for Cause: This Agreement may be terminated for cause upon Notice of Cancellation submitted in writing and sent via certified mail or overnight mail with tracking, subject to the following:
- A. All cancellations must pertain to the terms of the agreement or contract Standards of Performance and be submitted via certified mail or overnight mail with tracking, with a detailed list of performance deficiencies and/or failure(s) to comply with the terms of this Agreement. The first time a Notice of Cancellation is submitted identifying performance deficiencies Contractor shall have thirty (30) days from transmittal to correct/cure these deficiencies. When Contractor completes and/or corrects the deficiencies, the first Notice of Cancellation shall be withdrawn at that time.
 - B. If the District provides a second Notice of Cancellation identifying performance deficiencies the Notice of Cancellation shall become effective thirty (30) days after the date it is transmitted, and there shall be no cure period. Work services shall be performed by Contractor and reimbursed by Client through the Notice period.

VII. Notices: Notices shall be in writing, effective upon receipt, if sent via certified mail or overnight delivery with tracking to the following addresses:

District/Client: Inframark, LLC
2654 Cypress Ridge Blvd
Suite 101
Wesley Chapel, Florida 33544
Attn: District Manager, Eastlake Oaks CDD

With a Copy to: Erin McCormick Law, PA
3314 Henderson Boulevard
Suite 103
Tampa, Florida 33609
Attn: Erin McCormick, District Counsel

Contractor: Alexander's Property Maintenance Inc.
6400 123rd Avenue North
Largo, Florida 33773
Attn: James Alexander, President

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

IX. Public Records: The Contractor agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, Contractor must:

- A. Keep and maintain public records required by the District 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 in Chapter 119, Florida Statutes 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 for the duration of the contract term and following completion of the Agreement of the Contractor does not transfer the records to the District.
- D. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records,

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: SANDRA DEMARCO, C/O INFRAMARK, LLC, 210 NORTH UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 33701, TEL: (954) 603-0033, EMAIL: SANDRA.DEMARCO@INFRAMARK.COM

X. E-Verify Requirements:

The Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor, the Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with or sub contract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448095(2)©, Florida Statutes, within the year immediately preceding the date of this Agreement.

XI. Warranties, Liabilities and Indemnities:

Warranties: Contractor warrants that Work performed and all goods delivered under this Agreement shall be free from any defects in workmanship and material, and shall conform strictly to these specifications. Contractor further warrants that all the Work shall be performed using Contractor's best efforts and shall be in conformance with industry standards for workmanship.

Contractor shall replace, at Contractor's expense, all plant material, including, but not limited to, plants, shrubs, trees, sod and turf (hereinafter " Plant Material") which, in the opinion of the District's consultant and or Management Company and/or District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified pursuant to this Agreement. By executing this

Agreement, Contractor represents that it has examined carefully all of the contract documents, acquainted itself with the Site, and all conditions relevant to the Work,

and has made all evaluations and investigations necessary to a full understanding of any difficulties which may be encountered in performing the Work pursuant to the

Agreement. Contractor acknowledges that the Agreement documents are sufficient for the proper and complete execution of the Work.

Liabilities: It is the responsibility of the Contractor to notify the District and Management Company in writing of any conditions beyond the control of the Contractor or scope of Work of these specifications which may result in the damage and/or loss of Plant Material. This responsibility includes, but is not limited to the following:

- a. Vandalism and/or other abuse of the property which results in damage to the Plant Material.
- b. Areas of the site which continually hold water.
- c. Areas of the site which are consistently too dry.

Contractor shall list an such items on a Weekly Maintenance Worksheet along 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 the repair of such items.

Indemnification and Safety

Indemnification/Hold Harmless. Contractor assumes liability for and shall indemnify, defend and save harmless District and Management Company, as well as all of their agents, employees, officers, directors, Supervisors, successors and assigns ("District Parties") from any and all expenses, costs claims, actions, damages losses and liabilities of every kind including, but not limited to, reasonable attorneys' fees for their attorneys) irrespective of the theory upon which based (including, but not limited to, negligence and strict liability) arising out of the presence at the Site for any purpose of the Contractor, the Contractor's agents, employees, subcontractors, advisors, and other parties (the Contractor Parties") employed or engaged by Contractor or any of the foregoing, in connection with this Agreement (including, but not limited to, performing work under this Agreement) or arising out of the Site or the condition, operation, ownership, selection, transportation, loading, unloading, security, leasing or return of any equipment or individuals with respect to the above services regardless of where, how and by whom used or operated and including, without limitation, injury to property or person (including death). This indemnity shall survive the expiration or termination of this Agreement as to any such Claims arising out of this Agreement.

No Construction Contract. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 726.06, Florida Statutes (and as later amended) and that said statutory provision does not govern, restrict or control this Agreement.

Mechanics and Construction Liens: Contractor waives the right to file mechanics and construction liens, and will indemnify, defend and save harmless District and Management Company against all claims or liens filed by Contractor, its subcontractors, laborers or material suppliers.

Any Notice to Owners, if filed, by subcontractors will be administrated by the District Attorney for response. The Contractor may be assessed legal fees incurred to

administrate these issues. The District may request documented Release of Lien or other such written confirmation by subcontractors working on behalf of the Contractor that payment is received and acknowledged complete.

XII. Agreement:

- A. It is hereby understood and agreed by both parties hereto that this Agreement shall not be varied, modified, or otherwise amended except in writing and executed by both parties hereto with the same formality as the Agreement, and further that this Agreement contains the entire understanding of the agreement of the parties hereto.
- B. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of alleged dispute, breach, default, claim of misrepresentation arising out of or in connections with any of the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, court costs and cost of experts and investigations.
- C. This Agreement shall not be assigned by the Contractor without the prior written consent of the District.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year set forth below each signature.

Contractor: Alexander's Property Maintenance, Inc.

Client: Eastlake Oaks Community Development District

Signature: 

Signature: 

Print Name: JAMES T ALEXANDER

Print Name: Scott Roper

Date: 6-23-2022

Date: 6-23-2022

EASTLAKE OAKS
Community Development District

Financial Report

April 30, 2022

Prepared by



EASTLAKE OAKS

Community Development District

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EASTLAKE OAKS

Community Development District

Financial Statements

(Unaudited)

April 30, 2022

Balance Sheet

April 30, 2022

<u>ACCOUNT DESCRIPTION</u>	<u>TOTAL</u>
<u>ASSETS</u>	
Cash - Checking Account	\$ 66,420
Investments:	
Money Market Account	378,303
TOTAL ASSETS	\$ 444,723
<u>LIABILITIES</u>	
Accounts Payable	\$ 12,470
Accrued Expenses	9,440
TOTAL LIABILITIES	21,910
<u>FUND BALANCES</u>	
Assigned to:	
Operating Reserves	57,860
Reserves - Ponds	28,830
Reserves - Recreation Facilities	28,330
Unassigned:	307,793
TOTAL FUND BALANCES	\$ 422,813
 TOTAL LIABILITIES & FUND BALANCES	 \$ 444,723

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	APR-22 ACTUAL
REVENUES				
Interest - Investments	\$ 1,000	\$ 545	54.50%	\$ 150
Special Assmnts- Tax Collector	238,847	236,237	98.91%	2,696
Special Assmnts- CDD Collected	829	763	92.04%	-
Special Assmnts- Discounts	(9,587)	(9,011)	93.99%	-
Other Miscellaneous Revenues	-	1,301	0.00%	-
Pool Access Key Fee	350	20	5.71%	-
TOTAL REVENUES	231,439	229,855	99.32%	2,846

EXPENDITURES

Administration

P/R-Board of Supervisors	6,000	3,800	63.33%	800
FICA Taxes	459	291	63.40%	61
ProfServ-Dissemination Agent	1,000	-	0.00%	-
ProfServ-Engineering	1,574	794	50.44%	-
ProfServ-Legal Services	5,000	1,398	27.96%	-
ProfServ-Mgmt Consulting	52,458	30,601	58.33%	4,372
ProfServ-Special Assessment	4,240	4,241	100.02%	-
Auditing Services	4,450	4,350	97.75%	-
Postage and Freight	500	34	6.80%	4
Rental - Meeting Room	600	200	33.33%	100
Insurance - General Liability	6,199	5,874	94.76%	100
Printing and Binding	2,500	92	3.68%	13
Legal Advertising	2,000	-	0.00%	-
Miscellaneous Services	1,000	-	0.00%	-
Misc-Assessment Collection Cost	4,777	4,585	95.98%	54
Misc-Web Hosting	1,000	440	44.00%	-
Office Supplies	200	-	0.00%	-
Annual District Filing Fee	175	175	100.00%	-
Total Administration	94,132	56,875	60.42%	5,504

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	APR-22 ACTUAL
Field				
Contracts-Lake and Wetland	9,972	5,817	58.33%	831
Contracts-Landscape	38,695	38,045	98.32%	6,620
Contracts-Pools	8,100	5,391	66.56%	725
Contracts-Cleaning Services	2,400	1,382	57.58%	191
Telephone, Cable & Internet Service	672	532	79.17%	76
Electricity - Streetlights	18,000	12,170	67.61%	2,113
Utility - Water	5,500	1,853	33.69%	222
R&M-Irrigation	15,000	4,481	29.87%	525
R&M-Pools	10,000	2,466	24.66%	568
Misc-Contingency	28,968	22,737	78.49%	-
Total Field	137,307	94,874	69.10%	11,871
TOTAL EXPENDITURES	231,439	151,749	65.57%	17,375
Excess (deficiency) of revenues				
Over (under) expenditures	-	78,106	0.00%	(14,529)
Net change in fund balance	\$ -	\$ 78,106	0.00%	\$ (14,529)
FUND BALANCE, BEGINNING (OCT 1, 2021)	344,707	344,707		
FUND BALANCE, ENDING	\$ 344,707	\$ 422,813		

EASTLAKE OAKS

Community Development District

Supporting Schedules

April 30, 2022

EASTLAKE OAKS

Community Development District

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

					Allocation by Fund	
Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund	
ASSESSMENTS LEVIED FY 2022				\$ 238,847	\$	238,847
Allocation %				100%		100%
11/22/21	\$ 27,308	\$ 1,161	\$ 557	\$ 29,027	\$	29,027
11/30/21	\$ 25,748	\$ 1,095	\$ 525	\$ 27,368	\$	27,368
11/17/21	\$ 384	\$ 22	\$ 8	\$ 413	\$	413
12/09/21	\$ 132,640	\$ 5,639	\$ 2,707	\$ 140,986	\$	140,986
12/17/21	\$ 17,945	\$ 763	\$ 366	\$ 19,075	\$	19,075
12/22/21	\$ 7,835	\$ 299	\$ 160	\$ 8,293	\$	8,293
01/20/22	\$ 1,774	\$ -	\$ 36	\$ 1,811	\$	1,811
02/16/22	\$ 3,186	\$ -	\$ 65	\$ 3,251	\$	3,251
03/18/22	\$ 3,218	\$ 33	\$ 66	\$ 3,317	\$	3,317
04/22/22	\$ 2,642	\$ -	\$ 54	\$ 2,696	\$	2,696
TOTAL	\$ 222,681	\$ 9,011	\$ 4,545	\$ 236,237	\$	236,237
% COLLECTED				99%		99%
TOTAL OUTSTANDING				\$ 2,610	\$	2,610

Cash and Investment Report

April 30, 2022

General Fund

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Yield</u>	<u>Maturity</u>	<u>Balance</u>
Checking Account	Southstate Bank	Operating Account	0.00%	n/a	\$ 66,420
Money Market	Valley National Bank	Public Funds Money Market	0.25%	n/a	\$ 378,303
Total					<u>\$ 444,724</u>

Eastlake Oaks CDD

Bank Reconciliation

Bank Account No. 1913 SouthState GF
 Statement No. 04-22
 Statement Date 4/30/2022

G/L Balance (LCY)	66,419.59	Statement Balance	66,604.29
G/L Balance	66,419.59	Outstanding Deposits	0.00
Positive Adjustments	0.00		
	<hr/>		
Subtotal	66,419.59	Subtotal	66,604.29
Negative Adjustments	0.00	Outstanding Checks	184.70
	<hr/>	Differences	0.00
Ending G/L Balance	66,419.59	Ending Balance	66,419.59
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
4/19/2022	Payment	1967	SCOTT J. ROPER	184.70	0.00	184.70
Total Outstanding Checks.....				184.70		184.70

EASTLAKE OAKS

Community Development District

Check Register

4/1/22 - 4/30/22

EASTLAKE OAKS

Community Development District

**Payment Register by Fund
For the Period from 04/01/22 to 04/30/22
(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 # DD320								
001	04/06/22	FRONTIER - ACH	031322-8763 ACH	03/13/22-04/12/22 813-818-8763	Telephone, Cable & Internet Service	541016-53901	\$75.98	
							Check Total	\$75.98
CHECK # DD321								
001	04/18/22	TAMPA ELECTRIC CO.	033122 ACH	UTILITY SVCS - 02/22-03/25/22	Electricity - Streetlighting	543013-53901	\$1,857.53	
							Check Total	\$1,857.53
CHECK # DD322								
001	04/25/22	CITY OF OLDSMAR -ACH	040422 ACH	03/02/22-04/01/22 WATER UTILITY ACH	Utility - Water	543018-53901	\$221.59	
							Check Total	\$221.59
CHECK # 1966								
001	04/19/22	DARLENE LAZIER	PAYROLL	April 19, 2022 Payroll Posting			\$184.70	
							Check Total	\$184.70
CHECK # 1967								
001	04/19/22	SCOTT J. ROPER	PAYROLL	April 19, 2022 Payroll Posting			\$184.70	
							Check Total	\$184.70
CHECK # 1968								
001	04/19/22	JOSEPH DINELLI	PAYROLL	April 19, 2022 Payroll Posting			\$184.70	
							Check Total	\$184.70
CHECK # 1969								
001	04/19/22	JYOTINDRA J. YAGNIK	PAYROLL	April 19, 2022 Payroll Posting			\$184.70	
							Check Total	\$184.70
							Fund Total	\$2,893.90
							Total Checks Paid	\$2,893.90

EASTLAKE OAKS
Community Development District

Annual Operating Budget

Fiscal Year Budget 2023

Version 2 - Proposed Budget

(Printed on 5/26/2022 2pm)

Prepared by:



EASTLAKE OAKS

Community Development District

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EASTLAKE OAKS
Community Development District

Operating Budget
Fiscal Year Budget 2023

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2023 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2020	FY 2021	BUDGET	THRU	MAY-	PROJECTED	BUDGET
			FY 2022	APR-2022	SEP-2022	FY 2022	FY 2023
REVENUES							
Interest - Investments	\$ 1,719	\$ 666	\$ 1,000	\$ 545	\$ 389	\$ 934	\$ 1,000
Special Assmnts- Tax Collector	238,847	238,847	238,847	236,237	2,610	238,847	238,847
Special Assmnts- CDD Collected	796	829	829	763	-	763	829
Special Assmnts- Discounts	(9,077)	(9,108)	(9,587)	(9,011)	-	(9,011)	(9,554)
Other Miscellaneous Revenues	-	-	-	1,301	-	1,301	-
Pool Access Key Fee	225	50	350	20	330	350	350
TOTAL REVENUES	232,510	231,284	231,439	229,855	3,329	233,184	231,472
EXPENDITURES							
<i>Administrative</i>							
P/R-Board of Supervisors	6,800	5,800	6,000	3,800	2,000	5,800	6,000
FICA Taxes	520	444	459	291	153	444	459
ProfServ-Dissemination Agent	-	-	1,000	-	1,000	1,000	1,000
ProfServ-Engineering	1,489	626	1,574	794	780	1,574	1,574
ProfServ-Legal Services	3,878	2,597	5,000	1,398	3,602	5,000	5,000
ProfServ-Mgmt Consulting Services	52,459	52,458	52,458	30,601	21,857	52,458	58,966
ProfServ-Special Assessment	4,241	4,241	4,240	4,241	-	4,241	-
Auditing Services	4,350	4,350	4,450	4,350	-	4,350	4,350
Postage and Freight	170	68	500	34	466	500	500
Rental - Meeting Room	-	400	600	200	500	700	600
Insurance - General Liability	6,053	5,735	6,199	5,874	-	5,874	6,461
Printing and Binding	203	107	2,500	92	66	158	200
Legal Advertising	2,127	1,130	2,000	-	2,000	2,000	2,000
Miscellaneous Services	2,562	-	1,000	-	1,000	1,000	1,000
Misc-Assessment Collection Cost	3,231	4,640	4,777	4,585	52	4,637	4,852
Misc-Web Hosting	-	1,621	1,000	440	560	1,000	1,000
Office Supplies	-	-	200	-	200	200	200
Annual District Filing Fee	175	175	175	175	-	175	175
Total Administrative	88,258	84,392	94,132	56,875	34,236	91,111	94,338
<i>Field</i>							
Contracts-Lake and Wetland	9,972	9,972	9,972	5,817	4,155	9,972	10,271
Contracts-Landscape	32,939	43,732	38,695	38,045	22,975	61,020	55,400
Contracts-Pools	8,300	7,425	8,100	5,391	3,625	9,016	8,700
Contracts-Cleaning Services	2,175	2,414	2,400	1,382	1,018	2,400	2,400
Telephone, Cable & Internet Service	-	847	672	532	380	912	912
Electricity - Streetlights	18,098	17,941	18,000	12,170	5,071	17,241	18,000
Utility - Water	3,900	3,524	5,500	1,853	772	2,625	5,500
R&M-Irrigation	1,847	4,427	15,000	4,481	10,519	15,000	15,000
R&M-Pools	4,738	1,973	10,000	2,466	7,534	10,000	10,000
Misc-Contingency	21,916	28,890	28,968	22,737	6,231	28,968	10,952
Capital Outlay	6,165	-	-	-	-	-	-
Total Field	110,050	121,145	137,307	94,874	62,280	157,154	137,134
TOTAL EXPENDITURES	198,308	205,537	231,439	151,749	96,516	248,265	231,472

Summary of Revenues, Expenditures and Changes in Fund Balances
 Fiscal Year 2023 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2020	FY 2021	BUDGET	THRU	MAY-	PROJECTED	BUDGET
			FY 2022	APR-2022	SEP-2022	FY 2022	FY 2023
Excess (deficiency) of revenues							
Over (under) expenditures	34,202	25,747	-	78,106	(93,186)	(15,080)	-
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	-	-	-	-	-	-	-
TOTAL OTHER SOURCES (USES)	-	-	-	-	-	-	-
Net change in fund balance	34,202	25,747	-	78,106	(93,186)	(15,080)	-
FUND BALANCE, BEGINNING	284,758	318,960	344,707	344,707	-	344,707	329,627
FUND BALANCE, ENDING	318,960	344,707	344,707	422,813	(93,186)	329,627	329,627

EASTLAKE OAKS

COMMUNITY DEVELOPMENT DISTRICT

Exhibit "A" Allocation of Fund Balances

AVAILABLE FUNDS

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2023	329,627
Net Change in Fund Balance - Fiscal Year 2023	-
Reserves - Fiscal Year 2023	-
Total Funds Available (Estimated) - 9/30/23	329,627

ALLOCATION OF AVAILABLE FUNDS

Assigned Fund Balance

Operating Reserve - First Quarter Operating Capital	57,868 ⁽¹⁾
Reserves - Ponds	28,830
Reserves - Recreation Facilities	28,330
Total Allocation of Available Funds	115,028

Total Unassigned (undesignated) Cash	\$ 214,599
---------------------------------------------	-------------------

Notes

(1) Represents approximately 3 months of operating expenditures

Budget Narrative
Fiscal Year 2023

REVENUES

Interest - Investments

The District earns interest on its operating and investment accounts.

Special Assessments - Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year.

Special Assessment - District Collected

The District will collect a Non- Ad Valorem assessment on all the un-platted parcels within the District in support of the overall fiscal year budget.

Special Assessments - Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non - Ad Valorem assessments.

Pool Access Key Fee

Revenue from the pool access keys.

EXPENDITURES

Administrative

P/R - Board of Supervisors

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon all supervisors attending all six of the meetings.

FICA Taxes

Payroll taxes on Board of Supervisors compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

Professional Services - Dissemination Agent

The District is required by the Securities and Exchange Commission to comply with rule 15c2 - 12(b) - (5), which relates additional reporting requirements for unrelated bond issues and is performed by Prager and Sealy. The budgeted amount for the fiscal year is based on standard fees charged for this service.

Professional Services - Engineering

The District's engineer provides general engineering services to the District, i.e. attendance and preparation for monthly board meetings when requested, review of invoices, and other specifically requested assignments.

Professional Services - Legal Services

The District's Attorney, Erin McCormick Law PA, provides general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research as directed or requested by the Board of Supervisors and the District Manager.

Budget Narrative
Fiscal Year 2023**EXPENDITURES****Administrative** (continued)**Professional Services - Management Consulting Services**

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services. Also included are costs for Information Technology charges to process all of the District's financial activities, i.e. accounts payable, financial statements, budgets, etc., on a main frame computer owned by Inframark Infrastructure Management Services in accordance with the management contract and the charge for rentals. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm.

Postage and Freight

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Rental – Meeting Room

This includes fees associated with the renting of space for district meetings on a bi-monthly basis.

Insurance - General Liability

The District's General Liability & Public Officials Liability Insurance policy is with Egis Insurance Advisors LLC. The budgeted amount allows for a projected increase in the premium due to market uncertainty.

Printing and Binding

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.

Miscellaneous Services

This includes monthly bank charges and any other miscellaneous expenses that may be incurred during the year.

Miscellaneous - Assessment Collection Costs

The District reimburses the Pinellas County Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The fiscal year budget for collection costs was based on a maximum of 2% of the anticipated assessment collections. The fees for the Pinellas County Property Appraiser are included in the cost.

Misc-Website Hosting

The District is required to pay an annual fee for the maintenance of their website.

Budget Narrative
Fiscal Year 2023

Administrative (continued)

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Annual District Filing Fee

The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity.

EXPENDITURES

Field

Contracts - Lake and Wetland

Scheduled maintenance consists of monthly inspections and treatment of aquatic weeds and algae within CDD water ponds.

Contracts - Landscape

The District currently has a contract with Alexander's Property Maintenance, Inc. to maintain the landscaping, edging, pruning, and fertilization of the common areas within the District. The amount is based on proposed contract amounts and prior year's costs.

Contracts - Pools

Scheduled maintenance consists of monthly inspections and treatment of pool within CDD. The District has a contract with A-Quality Pool Service.

Contracts - Cleaning Services

Scheduled maintenance consists of 12 times per year. Cleaning services provided for the District's common areas. The District currently has a contract with Prestige Janitorial Service.

Telephone, Cable & internet Service

The District will incur monthly fees for their network usage.

Electricity - Streetlighting

The District will incur electrical usage of streetlights within the District.

Utility - Water

The District currently has utility accounts with the City of Oldsmar. Usage consists of water, sewer and reclaimed water services.

R&M - Irrigation

Unscheduled maintenance to irrigation system which includes; inspections, adjustments to controller and irrigation heads, minor system repairs and replacement of system components and purchase of irrigation supplies.

R&M - Pools

This includes any repairs and maintenance that may be incurred during the year by the District.

Miscellaneous - Contingency

This contingency represents the potential excess of unscheduled maintenance expenses not included in budget categories or not anticipated in specific line items.

EASTLAKE OAKS
Community Development District

Supporting Budget Schedules
Fiscal Year Budget 2023

**Comparison of Assessment Rates
Fiscal Year 2023 vs. Fiscal Year 2022**

General Fund			Units
FY 2023	FY 2022	Percent Change	
\$829.33	\$829.33	0.0%	289
			289

RESOLUTION 2022-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
EASTLAKE OAKS COMMUNITY DEVELOPMENT DISTRICT
APPROVING THE BUDGET FOR FISCAL YEAR 2023 AND
SETTING A PUBLIC HEARING THEREON PURSUANT TO
FLORIDA LAW**

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors of the Eastlake Oaks Community Development District (the "Board") prior to June 15, 2022, a Proposed Operating and/or Debt Service Budget for Fiscal Year 2023; a copy of which is attached hereto, and

WHEREAS, the Board of Supervisors has considered said proposed Budget and desires to set the required Public Hearing thereon;

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE EASTLAKE OAKS COMMUNITY
DEVELOPMENT DISTRICT;**

1. The Budget proposed by the District Manager for Fiscal Year 2023 is hereby approved as the basis for conducting a Public Hearing to adopt said Budget.

2. A Public Hearing on said approved Budget is hereby declared and set for the following date, hour and location:

Date: Thursday, August 11, 2022
Hour: 6:00 p.m.
Location: Holiday Inn Express
3990 Tampa Road
Oldsmar, Florida

3. Information regarding participation by communications media technology may be found at the District's website www.eastlakeoakscdd.com or by contacting the District Manager at david.wenck@inframark.com.


4. Notice of this Public Hearing shall be published in the manner prescribed by Florida Law.

5. In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post this Proposed Budget on the District's website at least two days before the Budget Hearing date, as set forth in Section 2.

Adopted this 9th day of June, 2022.



Scott Roper
Chairman



David Wenck
Secretary

EASTLAKE OAKS
Community Development District

Annual Operating Budget
Fiscal Year Budget 2023

Approved Tentative Budget
(Approved on 6/9/2022)

Prepared by:



EASTLAKE OAKS

Community Development District

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EASTLAKE OAKS
Community Development District

Operating Budget
Fiscal Year Budget 2023

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2023 Approved Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2020	FY 2021	BUDGET	THRU	MAY-	PROJECTED	BUDGET
			FY 2022	APR-2022	SEP-2022	FY 2022	FY 2023
REVENUES							
Interest - Investments	\$ 1,719	\$ 666	\$ 1,000	\$ 545	\$ 389	\$ 934	\$ 1,000
Special Assmnts- Tax Collector	238,847	238,847	238,847	236,237	2,610	238,847	238,847
Special Assmnts- CDD Collected	796	829	829	763	-	763	829
Special Assmnts- Discounts	(9,077)	(9,108)	(9,587)	(9,011)	-	(9,011)	(9,554)
Other Miscellaneous Revenues	-	-	-	1,301	-	1,301	-
Pool Access Key Fee	225	50	350	20	330	350	350
TOTAL REVENUES	232,510	231,284	231,439	229,855	3,329	233,184	231,472
EXPENDITURES							
<i>Administrative</i>							
P/R-Board of Supervisors	6,800	5,800	6,000	3,800	2,000	5,800	6,000
FICA Taxes	520	444	459	291	153	444	459
ProfServ-Dissemination Agent	-	-	1,000	-	1,000	1,000	1,000
ProfServ-Engineering	1,489	626	1,574	794	780	1,574	1,574
ProfServ-Legal Services	3,878	2,597	5,000	1,398	3,602	5,000	5,000
ProfServ-Mgmt Consulting Services	52,459	52,458	52,458	30,601	21,857	52,458	58,966
ProfServ-Special Assessment	4,241	4,241	4,240	4,241	-	4,241	-
Auditing Services	4,350	4,350	4,450	4,350	-	4,350	4,350
Postage and Freight	170	68	500	34	466	500	500
Rental - Meeting Room	-	400	600	200	500	700	600
Insurance - General Liability	6,053	5,735	6,199	5,874	-	5,874	6,461
Printing and Binding	203	107	2,500	92	66	158	200
Legal Advertising	2,127	1,130	2,000	-	2,000	2,000	2,000
Miscellaneous Services	2,562	-	1,000	-	1,000	1,000	1,000
Misc-Assessment Collection Cost	3,231	4,640	4,777	4,585	52	4,637	4,852
Misc-Web Hosting	-	1,621	1,000	440	560	1,000	1,000
Office Supplies	-	-	200	-	200	200	200
Annual District Filing Fee	175	175	175	175	-	175	175
Total Administrative	88,258	84,392	94,132	56,875	34,236	91,111	94,338
<i>Field</i>							
Contracts-Lake and Wetland	9,972	9,972	9,972	5,817	4,155	9,972	10,271
Contracts-Landscape	32,939	43,732	38,695	38,045	22,975	61,020	55,400
Contracts-Pools	8,300	7,425	8,100	5,391	3,625	9,016	8,700
Contracts-Cleaning Services	2,175	2,414	2,400	1,382	1,018	2,400	2,400
Telephone, Cable & Internet Service	-	847	672	532	380	912	912
Electricity - Streetlights	18,098	17,941	18,000	12,170	5,071	17,241	18,000
Utility - Water	3,900	3,524	5,500	1,853	772	2,625	5,500
R&M-Irrigation	1,847	4,427	15,000	4,481	10,519	15,000	15,000
R&M-Pools	4,738	1,973	10,000	2,466	7,534	10,000	10,000
Misc-Contingency	21,916	28,890	28,968	22,737	6,231	28,968	10,952
Capital Outlay	6,165	-	-	-	-	-	-
Total Field	110,050	121,145	137,307	94,874	62,280	157,154	137,134
TOTAL EXPENDITURES	198,308	205,537	231,439	151,749	96,516	248,265	231,472

Summary of Revenues, Expenditures and Changes in Fund Balances
 Fiscal Year 2023 Approved Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2020	FY 2021	BUDGET	THRU	MAY-	PROJECTED	BUDGET
			FY 2022	APR-2022	SEP-2022	FY 2022	FY 2023
Excess (deficiency) of revenues							
Over (under) expenditures	34,202	25,747	-	78,106	(93,186)	(15,080)	-
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	-	-	-	-	-	-	-
TOTAL OTHER SOURCES (USES)	-	-	-	-	-	-	-
Net change in fund balance	34,202	25,747	-	78,106	(93,186)	(15,080)	-
FUND BALANCE, BEGINNING	284,758	318,960	344,707	344,707	-	344,707	329,627
FUND BALANCE, ENDING	318,960	344,707	344,707	422,813	(93,186)	329,627	329,627

EASTLAKE OAKS

COMMUNITY DEVELOPMENT DISTRICT

Exhibit "A" Allocation of Fund Balances

AVAILABLE FUNDS

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2023	329,627
Net Change in Fund Balance - Fiscal Year 2023	-
Reserves - Fiscal Year 2023	-
Total Funds Available (Estimated) - 9/30/23	329,627

ALLOCATION OF AVAILABLE FUNDS

Assigned Fund Balance

Operating Reserve - First Quarter Operating Capital	57,868 ⁽¹⁾
Reserves - Ponds	28,830
Reserves - Recreation Facilities	28,330
Total Allocation of Available Funds	115,028

Total Unassigned (undesignated) Cash	\$ 214,599
---------------------------------------------	-------------------

Notes

(1) Represents approximately 3 months of operating expenditures

Budget Narrative
Fiscal Year 2023

REVENUES

Interest - Investments

The District earns interest on its operating and investment accounts.

Special Assessments - Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year.

Special Assessment - District Collected

The District will collect a Non- Ad Valorem assessment on all the un-platted parcels within the District in support of the overall fiscal year budget.

Special Assessments - Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non - Ad Valorem assessments.

Pool Access Key Fee

Revenue from the pool access keys.

EXPENDITURES

Administrative

P/R - Board of Supervisors

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon all supervisors attending all six of the meetings.

FICA Taxes

Payroll taxes on Board of Supervisors compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

Professional Services - Dissemination Agent

The District is required by the Securities and Exchange Commission to comply with rule 15c2 - 12(b) - (5), which relates additional reporting requirements for unrelated bond issues and is performed by Prager and Sealy. The budgeted amount for the fiscal year is based on standard fees charged for this service.

Professional Services - Engineering

The District's engineer provides general engineering services to the District, i.e. attendance and preparation for monthly board meetings when requested, review of invoices, and other specifically requested assignments.

Professional Services - Legal Services

The District's Attorney, Erin McCormick Law PA, provides general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research as directed or requested by the Board of Supervisors and the District Manager.

Budget Narrative
Fiscal Year 2023

EXPENDITURES

Administrative (continued)

Professional Services - Management Consulting Services

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services. Also included are costs for Information Technology charges to process all of the District's financial activities, i.e. accounts payable, financial statements, budgets, etc., on a main frame computer owned by Inframark Infrastructure Management Services in accordance with the management contract and the charge for rentals. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm.

Postage and Freight

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Rental – Meeting Room

This includes fees associated with the renting of space for district meetings on a bi-monthly basis.

Insurance - General Liability

The District's General Liability & Public Officials Liability Insurance policy is with Egis Insurance Advisors LLC. The budgeted amount allows for a projected increase in the premium due to market uncertainty.

Printing and Binding

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.

Miscellaneous Services

This includes monthly bank charges and any other miscellaneous expenses that may be incurred during the year.

Miscellaneous - Assessment Collection Costs

The District reimburses the Pinellas County Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The fiscal year budget for collection costs was based on a maximum of 2% of the anticipated assessment collections. The fees for the Pinellas County Property Appraiser are included in the cost.

Misc-Website Hosting

The District is required to pay an annual fee for the maintenance of their website.

Budget Narrative
Fiscal Year 2023

Administrative (continued)

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Annual District Filing Fee

The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity.

EXPENDITURES

Field

Contracts - Lake and Wetland

Scheduled maintenance consists of monthly inspections and treatment of aquatic weeds and algae within CDD water ponds.

Contracts - Landscape

The District currently has a contract with Alexander’s Property Maintenance, Inc. to maintain the landscaping, edging, pruning, and fertilization of the common areas within the District. The amount is based on proposed contract amounts and prior year’s costs.

Contracts - Pools

Scheduled maintenance consists of monthly inspections and treatment of pool within CDD. The District has a contract with A-Quality Pool Service.

Contracts - Cleaning Services

Scheduled maintenance consists of 12 times per year. Cleaning services provided for the District’s common areas. The District currently has a contract with Prestige Janitorial Service.

Telephone, Cable & internet Service

The District will incur monthly fees for their network usage.

Electricity - Streetlighting

The District will incur electrical usage of streetlights within the District.

Utility - Water

The District currently has utility accounts with the City of Oldsmar. Usage consists of water, sewer and reclaimed water services.

R&M - Irrigation

Unscheduled maintenance to irrigation system which includes; inspections, adjustments to controller and irrigation heads, minor system repairs and replacement of system components and purchase of irrigation supplies.

R&M - Pools

This includes any repairs and maintenance that may be incurred during the year by the District.

Miscellaneous - Contingency

This contingency represents the potential excess of unscheduled maintenance expenses not included in budget categories or not anticipated in specific line items.

EASTLAKE OAKS
Community Development District

Supporting Budget Schedules
Fiscal Year Budget 2023

**Comparison of Assessment Rates
Fiscal Year 2023 vs. Fiscal Year 2022**

General Fund			Units
FY 2023	FY 2022	Percent Change	
\$829.33	\$829.33	0.0%	289
			289



LANDSCAPE CONTRACTOR

P.O. Box 5420
 Clearwater, FL 33758
 727-535-7314
 info@alexanderspm.com
 alexanderspm.com

Estimate

ADDRESS
 Eastlake Oaks CDD
 c/o Inframark
 2654 Cypress Ridge Blvd Ste 101
 Wesley Chapel, FL 33544

ESTIMATE #	DATE
3484	05/17/2022

SALES MANAGER

Richard Seaman, Account Manager

DESCRIPTION	QTY	RATE	AMOUNT
Remove existing mulch and weed barrier in playground. Re distribute mulch along Viburnum hedge, along wall. Grade playground to improve drainage during rain. Install mesh M47 along fence to hold back mulch.			
Labor	1	1,800.00	1,800.00
Soil	1	195.00	195.00
Removal and disposal	1	350.00	350.00
Steel Mesh	1	35.00	35.00

Approval acknowledges - the above prices, specifications and conditions are satisfactory, and are hereby accepted. Work is authorized as specified above.

TOTAL

\$2,380.00

Upon approval, please sign and return.

Accepted By

Accepted Date

 Estimate prices are valid for 30 days.
 Payment terms are Due Upon Completion.
 Thank you for your business! We appreciate it.