

**MINUTES OF MEETING  
EASTLAKE OAKS  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Eastlake Oaks Community Development District was held Thursday, February 8, 2018 at 6:00 p.m. at the Holiday Inn Express Hotel & Suites – Oldsmar, located at 3990 Tampa Road, Oldsmar, Florida.

Present and constituting a quorum, were:

Joseph Dinelli	Chairman
Darlene Lazier	Vice Chairperson
Bogdan (Don) Nowacki	Assistant Secretary
Scott Roper	Assistant Secretary
Chad Robinson	Assistant Secretary (Via Telephone)

Also present were:

Andrew Mendenhall	District Manager
Members of the Public	

*The following is a summary of the actions taken at the February 8, 2018 Eastlake Oaks Community Development District's Board of Supervisors Meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Mendenhall called the meeting to order and a quorum was established.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

None.

**RECEIVED  
BOARD OF  
2018 MAY 21 PM 2:46  
BOARD OF COUNTY  
COMMISSIONERS  
PINELLAS COUNTY FLORIDA**

**THIRD ORDER OF BUSINESS**

**Approval of the Consent Agenda**

- A. Minutes of the December 14, 2017 Meeting**
- B. December 2017 Financial Statements and November/December 2017 Check Register and Invoices**

On MOTION by Mr. Dinelli, seconded by Mr. Roper, with all in favor, the Consent Agenda was approved.

**FOURTH ORDER OF BUSINESS**

**Manager's Report**

- Mr. Mendenhall presented an invoice from Star Electric in the amount of \$7,700 to install a meter for a new aerator between the two homes; a copy of which is attached hereto and made part of the public record.
  - It will be verified the price may include the fee which TECO charges to do the electrical work.
  - The aerator will cost approximately \$10,000.
  - Mr. Roper will get in touch with one of his TECO contacts to determine the cost from their end.
- A. Discussion of Landscaping**
  - The map was slightly modified and the Board discussed it.
  - Mr. Roper is willing to meet with the individual proposers. When the Board is ready to proceed with a specific landscaping firm, it will be reviewed by District Counsel. Mr. Roper would like each firm to submit a list of references for similar properties. The due date for the RFPs will be three to four weeks and Mr. Mendenhall will be the contact person.

On MOTION by Mr. Nowacki seconded by Ms. Lazier with all in favor, the District shall proceed with the RFP process for landscaping services.

**FIFTH ORDER OF BUSINESS**

**Supervisors' Requests**

- The contract with CLC needs to be presented.
- HPI needs to submit a report regarding the recent incident with the alarm. They continue to be paid a monthly fee and Mr. Dinelli is in favor of terminating the

contract. There were issues last year with young people abusing the pool area, which the Board does not want to see again this year.

Mr. Dinelli MOVED to terminate the contract with HPI.

- It has taken them a long time to investigate the damaged area.
- The system is owned by the CDD. The cables will be pulled temporarily until a new company is found. The camera needs to focus on the pool area.

Mr. Dinelli MOVED to amend the prior motion to mandate that HPI provide results of video of the incident and terminate their contract either way; and Mr. Roper seconded the motion.

- The door alarm should have been replaced already. Keys are needed since it is a new alarm.

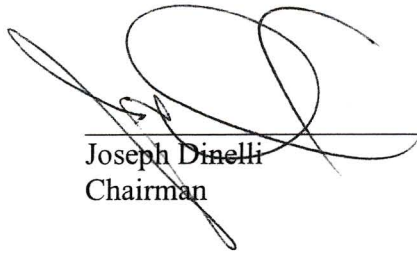
There being no further discussion,

On VOICE vote with all in favor, HPI must provide results of the video of the recent incident, after which their contract shall be terminated.

**SIXTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Robinson seconded by Ms. Lazier with all in favor, the meeting was adjourned at approximately 6:37 p.m.



Joseph Dinelli  
Chairman

## Eastlake Oaks Community Development District

### Board of Supervisors

Joseph Dinelli, Chairman

Darlene Lazier, Vice Chairperson

Bogdan (Don) Nowacki, Assistant Secretary

Scott Roper, Assistant Secretary

Chad Robinson, Assistant Secretary

Andrew Mendenhall, District Manager

Erin McCormick, District Counsel

Tonja Stewart, District Engineer

### Revised Regular Meeting Agenda

Thursday, February 8, 2018 – 6:00 p.m.

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1. **Roll Call**
2. **Audience Comments**
3. **Approval of the Consent Agenda**
  - A. Minutes of the December 14, 2017 Meeting
  - B. December 2017 Financial Statements and November/December 2017 Check Register and Invoices
4. **Manager's Report**
  - A. Discussion of Landscaping Services
5. **Supervisors' Requests**
6. **Adjournment**

The next meeting is scheduled for Thursday, April 12, 2018, at 6:00 p.m.

#### District Office:

Inframark  
210 North University Drive  
Suite 702  
Coral Springs, Florida 33017  
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 } ss  
COUNTY OF Pinellas County

Before the undersigned authority personally appeared **Deirdre Almeida** who on oath says that he/she is **Legal Clerk** 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: 2017/2018 Meetings** was published in **Tampa Bay Times: 9/15/17**. in said newspaper in the issues of **Baylink All 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 of Affiant

Sworn to and subscribed before me this 09/15/2017.



Signature of Notary Public

Personally known \_\_\_\_\_ or produced identification

Type of identification produced \_\_\_\_\_



**JEAN M MITOTES**  
MY COMMISSION # GG009269  
EXPIRES July 06, 2020

**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 2018 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.

- October 12, 2017
- December 14, 2017
- February 8, 2018
- April 12, 2018
- June 14, 2018
- August 9, 2018

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 telephone. 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, Severn Trent Services at (954) 603-0033. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 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

Published September 15, 2017

524284

**EASTLAKE OAKS**

Community Development District

*Financial Report*

*December 31, 2017*

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**EASTLAKE OAKS**  
Community Development District

**Financial Statements**  
**(Unaudited)**

**December 31, 2017**



**Balance Sheet**  
December 31, 2017

<u>ACCOUNT DESCRIPTION</u>	<u>TOTAL</u>
<b><u>ASSETS</u></b>	
Cash - Checking Account	\$ 239,700
Assessments Receivable	1,235
Allow-Doubtful Collections	(1,235)
Investments:	
Money Market Account	151,144
Prepaid Items	70
<b>TOTAL ASSETS</b>	<b>\$ 390,914</b>
<b><u>LIABILITIES</u></b>	
Accounts Payable	\$ 4,291
Accrued Expenses	825
<b>TOTAL LIABILITIES</b>	<b>5,116</b>
<b><u>FUND BALANCES</u></b>	
<b>Nonspendable:</b>	
Prepaid Items	70
<b>Assigned to:</b>	
Operating Reserves	57,935
Reserves - Ponds	28,830
Reserves-Recreation Facilities	28,330
<b>Unassigned:</b>	270,633
<b>TOTAL FUND BALANCES</b>	<b>\$ 385,798</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 390,914</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending December 31, 2017

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 500	\$ 122	\$ 255	\$ 133
Special Assmnts- Tax Collector	239,730	211,064	215,885	4,821
Special Assmnts- CDD Collected	832	832	799	(33)
Special Assmnts- Discounts	(9,622)	(8,471)	(8,050)	421
Pool Access Key Fee	300	75	75	-
<b>TOTAL REVENUES</b>	<b>231,740</b>	<b>203,622</b>	<b>208,964</b>	<b>5,342</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
P/R-Board of Supervisors	6,000	2,000	2,000	-
FICA Taxes	459	153	153	-
ProfServ-Dissemination Agent	1,000	-	-	-
ProfServ-Engineering	3,000	750	126	624
ProfServ-Legal Services	3,000	750	235	515
ProfServ-Mgmt Consulting Serv	50,931	12,734	12,733	1
ProfServ-Special Assessment	4,117	4,117	4,117	-
Auditing Services	4,350	-	-	-
Postage and Freight	500	126	68	58
Insurance - General Liability	5,829	5,829	5,549	280
Printing and Binding	2,500	628	66	562
Legal Advertising	2,000	-	336	(336)
Miscellaneous Services	3,000	750	495	255
Misc-Assessmnt Collection Cost	4,795	4,221	3,911	310
Office Supplies	200	51	-	51
Annual District Filing Fee	175	175	175	-
<b>Total Administration</b>	<b>91,856</b>	<b>32,284</b>	<b>29,964</b>	<b>2,320</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending December 31, 2017

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>Field</b>				
Contracts-Lake and Wetland	7,644	1,911	2,074	(163)
Contracts-Landscape	33,300	8,325	8,325	-
Contracts-Pools	8,340	2,085	2,085	-
Contracts-Cleaning Services	2,100	525	525	-
Electricity - Streetlighting	18,000	4,500	4,228	272
Utility - Water	5,500	1,375	518	857
R&M-Irrigation	5,000	1,251	179	1,072
R&M-Pools	10,000	2,502	-	2,502
Misc-Contingency	50,000	12,501	2,355	10,146
<b>Total Field</b>	<b>139,884</b>	<b>34,975</b>	<b>20,289</b>	<b>14,686</b>
<b>TOTAL EXPENDITURES</b>	<b>231,740</b>	<b>67,259</b>	<b>50,253</b>	<b>17,006</b>
Excess (deficiency) of revenues Over (under) expenditures	-	136,363	158,711	22,348
Net change in fund balance	\$ -	\$ 136,363	\$ 158,711	\$ 22,348
<b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b>	<b>227,087</b>	<b>227,087</b>	<b>227,087</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 227,087</b>	<b>\$ 363,450</b>	<b>\$ 385,798</b>	

**EASTLAKE OAKS**  
Community Development District

**Supporting Schedules**

**December 31, 2017**

**Non-Ad Valorem Special Assessments - Pinellas County Tax Collector  
(Monthly Collection Distributions)  
For the Fiscal Year Ending September 30, 2018**

					Allocation by Fund	
Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund	
<b>ASSESSMENTS LEVIED FY 2018(1)</b>				\$ 224,962	\$	224,962
Allocation %				100%		100%
11/07/17	\$ 406	\$ 23	\$ 8	\$ 437	\$	437
11/17/17	\$ 11,008	\$ 468	\$ 225	\$ 11,701	\$	11,701
11/29/17	\$ 44,865	\$ 1,907	\$ 916	\$ 47,688	\$	47,688
12/08/17	\$ 32,389	\$ 1,377	\$ 661	\$ 34,427	\$	34,427
12/22/17	\$ 100,541	\$ 4,274	\$ 2,052	\$ 106,867	\$	106,867
<b>TOTAL</b>	<b>\$ 189,208</b>	<b>\$ 8,050</b>	<b>\$ 3,861</b>	<b>\$ 201,119</b>	<b>\$</b>	<b>201,119</b>
<b>% COLLECTED</b>				<b>89%</b>		<b>89%</b>
<b>TOTAL OUTSTANDING</b>				<b>\$ 23,843</b>	<b>\$</b>	<b>23,843</b>

(1) Variance is due to \$14,760 credit from excess cash after paying off the Debt Service Fund.

**Cash and Investment Report**

*December 31, 2017*

**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 (1)	Jefferson Bank	Operating Account	0.00%	n/a	\$ 239,700
Money Market	Stonegate Bank	Public Funds Money Market	0.40%	n/a	\$ 151,144
<b>Subtotal</b>					<u>\$ 390,844</u>

**Total** \$ 390,844

Note (1) - \$200,000 will be transferred to the Money Market account in January.

**Eastlake Oaks CDD**

Bank Reconciliation

Bank Account No. [REDACTED] Jefferson Bank - GF 0018161913  
 Statement No. 12-17  
 Statement Date 12/31/2017

G/L Balance (LCY)	239,700.26	Statement Balance	250,052.79
G/L Balance	239,700.26	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	250,052.79
Subtotal	239,700.26	Outstanding Checks	10,352.53
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	239,700.26	Ending Balance	239,700.26
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
<b>Outstanding Checks</b>						
6/9/2017	Payment	1299	SCOTT J. ROPER	184.70	0.00	184.70
9/30/2017	Payment	1342	TIMES PUBLISHING COMPANY	1,763.82	0.00	1,763.82
12/29/2017	Payment	1384	INFRAMARK, LLC	8,404.01	0.00	8,404.01
<b>Total Outstanding Checks.....</b>				<b>10,352.53</b>		<b>10,352.53</b>

**EASTLAKE OAKS**  
Community Development District

**Check Register**

**November 1 - December 31, 2017**



**Eastlake Oaks  
Community Development District**

**Payment Register by Fund  
For the Period from 11/1/2017 to 12/31/2017  
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>GENERALFUND - 001</b>								
001	113	11/29/17	EASTLAKE OAKS CDD	112117	TRFR FUNDS TO GF 1913	Due From Other Funds	131000	\$10,000.00
001	114	12/05/17	EASTLAKE OAKS CDD	EOAKS-102517	XFER FUNDS TO GF #1913	Due From Other Funds	131000	\$20,000.00
001	1356	11/01/17	ERIN MCCORMICK LAW, PA	10157	OCT GEN COUNSEL	ProfServ-Legal Services	531023-51401	\$234.50
001	1357	11/01/17	ILLUMINATIONS HOLIDAY LIGHTING INC	05151017	DEPOSIT HOLIDAY LIGHTING	Misc-Contingency	549900-53901	\$2,250.00
001	1358	11/01/17	LANDSCAPE MAINTENANCE	126833	NOV LANDSCAPE MAINT	Prepaid Items	155000-53901	\$2,775.00
001	1359	11/01/17	PRESTIGE JANITORIAL SERVICE	3059	NOV CLEANING SERVICES	Contracts-Cleaning Services	534082-53901	\$175.00
001	1360	11/13/17	FEDEX	5-970-56406	OCT POSTAGE	Postage and Freight	541006-51301	\$10.48
001	1361	11/13/17	PINELLAS COUNTY PROPERTY	2288	NON AD VALOR SPEC ASSESS 2017	Misc-Assessmnt Collection Cost	549070-51301	\$50.00
001	1362	11/13/17	STANTEC CONSULTING SERVICES, INC	1267690	GENERAL SERVICES THRU 10/13	ProfServ-Engineering	531013-51501	\$126.00
001	1364	11/17/17	PIP'S POOL INC	9391	SEPT & OCT POOL MAINT/CLEANUP	SEPT	534078-53901	\$695.00
001	1364	11/17/17	PIP'S POOL INC	9391	SEPT & OCT POOL MAINT/CLEANUP	OCT	534078-53901	\$695.00
001	1364	11/17/17	PIP'S POOL INC	9391	SEPT & OCT POOL MAINT/CLEANUP	HURRICAN IRMA CLEANUP	534078-53901	\$275.00
001	1365	11/17/17	BRIGHT HOUSE NETWORKS	001517-	11/12-12/11/17 INTERNET SRV	0034959766-01	549001-51301	\$84.28
001	1366	12/05/17	HPI SECURITY	0056309	VIDEO EXTENDED SRVS	Prepaid Items	155000-53901	\$105.00
001	1367	12/05/17	LANDSCAPE MAINTENANCE	127707	IRR REPRS	R&M-Irrigation	546041-53901	\$178.50
001	1368	12/05/17	INFRAMARK, LLC	25448	NOV 2017 MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,244.25
001	1368	12/05/17	INFRAMARK, LLC	25448	NOV 2017 MGMT FEES	Postage and Freight	541006-51301	\$13.90
001	1368	12/05/17	INFRAMARK, LLC	25448	NOV 2017 MGMT FEES	Printing and Binding	547001-51301	\$22.15
001	1369	12/07/17	PRESTIGE JANITORIAL SERVICE	3098	DEC CLEANING SRVS	Contracts-Cleaning Services	534082-53901	\$175.00
001	1370	12/13/17	AQUATIC SYSTEMS, INC	CM0000389486	Credit Memo 000035 OCT PAID TWICE	Contracts-Lake and Wetland	534021-53901	(\$637.00)
001	1370	12/13/17	AQUATIC SYSTEMS, INC	0000395358	DEC LAKE MAINT	Contracts-Lake and Wetland	534021-53901	\$637.00
001	1370	12/13/17	AQUATIC SYSTEMS, INC	0000392844	LAKE 1 ASSESSMENT	Contracts-Lake and Wetland	534021-53901	\$800.00
001	1371	12/13/17	PIP'S POOL INC	9417	NOV & DEC POOL MAINT	Contracts-Pools	534078-53901	\$1,390.00
001	1383	12/20/17	BRIGHT HOUSE NETWORKS	120617-6601	INTERNET SERVICES	0034959766-01	549001-51301	\$84.28
001	1384	12/29/17	INFRAMARK, LLC	26125	ASESSMENT ROLL SVC	ProfServ-Special Assessment	531038-51301	\$4,117.00
001	1384	12/29/17	INFRAMARK, LLC	26189	MANAGEMENT FEES 12/17	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,244.25
001	1384	12/29/17	INFRAMARK, LLC	26189	MANAGEMENT FEES 12/17	Postage and Freight	541006-51301	\$2.76
001	1384	12/29/17	INFRAMARK, LLC	26189	MANAGEMENT FEES 12/17	Printing and Binding	547001-51301	\$40.00
001	DD122	11/17/17	CITY OF OLDSMAR -ACH	110617	BILL PRD 10/2-11/1/17	UTILITY - WATER	543018-53901	\$218.18
001	DD124	11/16/17	TAMPA ELECTRIC CO.	102617-ACH	ELECTRIC 9/27-10/25/17	Electricity - Streetlighting	543013-53901	\$1,541.62
001	DD125	12/18/17	TAMPA ELECTRIC CO.	112717-ACH	BILL PRD 10/21-11/17/17	Electricity - Streetlighting	543013-53901	\$1,564.26
001	DD126	12/18/17	CITY OF OLDSMAR -ACH	120417	BILL PRD 11/02-12/1	UTILITY - WATER	543018-53901	\$169.57
001	1377	12/15/17	DARLENE LAZIER	PAYROLL	December 15, 2017 Payroll Posting			\$183.87
001	1378	12/15/17	CHAD D. ROBINSON	PAYROLL	December 15, 2017 Payroll Posting			\$184.70
001	1379	12/15/17	SCOTT J. ROPER	PAYROLL	December 15, 2017 Payroll Posting			\$184.70
001	1380	12/15/17	JOSEPH DINELLI	PAYROLL	December 15, 2017 Payroll Posting			\$184.70
001	1381	12/15/17	BOGDAN M. NOWACKI	PAYROLL	December 15, 2017 Payroll Posting			\$183.87
<b>Fund Total</b>								<b>\$57,202.82</b>

**Total Checks Paid    \$57,202.82**



**Star Electric Services Inc**  
1525 S Prescott Ave  
Clearwater, FL 33756  
www.starelectricservices.com

**ADDRESS**  
Eastlake CDD

**ESTIMATE 1594**

**DATE 02/06/2018**

**LIC#EC-13006678**

ACTIVITY	AMOUNT
<b>Services</b>	7,700.00
Aerator Power	
1. Run a new 100amp service next to pond	
2. Install new 20amp gfci outlet for new aerator	
Permitting and coordinate with power company	
<b>\$7,700.00</b>	

**TOTAL \$7,700.00**

Accepted By

Accepted Date

Amy Wojcik 727-643-3880 Office And Billing

## EASTLAKE OAKS LANDSCAPE MAINTENANCE SPECIFICATIONS

### A. Turf Care

1. Mowing: Rotary lawn mowers will be used with sufficient horsepower and sharp blades to leave a neat, clean and uncluttered appearance at least 42 times per calendar year depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season, April through October, and every other week during the non-growing season or as needed November through March.
2. Trimming: Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, ponds, etc. shall be controlled by weed-eaters during every mowing. When weed-eating, a continuous cutting height will be maintained to prevent scalping. The grass on pond edges shall be trimmed using weed-eaters. The use of non-selective herbicides (example Roundup) around ponds is strictly prohibited. Grass adjacent to conservation areas shall be trimmed with weed-eaters as well.
3. Edging: A power edger will be used for all turf edges of walks and curbs and the edge of all bed areas every mowing.
4. Fertilization: Turf areas shall be fertilized with a commercial grade fertilizer four (4) times per year. Timing of applications will be adjusted to meet horticultural conditions and supplemental applications of appropriate nutrients shall be applied as indicated by test results. All local governmental ordinances shall be strictly followed.
5. Weed, Insect, and Disease Control: Only legally approved chemicals to be used as needed for weed, insect and disease issues. Any infestations will be treated on an as needed basis throughout the year and the Eastlake Oaks CDD will be made aware of the actions taken as well as the chemicals used. Pre-Emergent herbicides to be used from November 1<sup>st</sup> to April 1<sup>st</sup> and Post-Emergent herbicides will be used from April 1<sup>st</sup> to October 30<sup>th</sup> due to soil and air temperatures. Ant mounds to be treated as they appear with Advion ant bait to eliminate mounds.

### B. Tree, Palm, Shrub and Groundcover Care

1. Pruning: All trees, palms, shrubs and ground cover shall be pruned as follows:
  - a) All palms (up to 20 feet) shall be pruned 2 times per year, removing dead fronds and spent seedpods. Loose boots shall be removed and kept consistent in height.
  - b) All shrubs shall be pruned and shaped 12 times per calendar year. This will help the individual plant retain its natural form and eliminate branches which are rubbing against any structures.
  - c) All Daylilies and Liriope shall be cut back in early Spring to remove all dead foliage, allowing for plants to be at optimum health during the growing season.

- d) Selective pruning of shrubs shall occur 1 time per year to balance infiltrating light, and remove dead wood and to promote maximum health and growth.
  - e) The removal of diseased or injured branches and palms fronds will be performed as needed up to 12' on trees and 20' on palms.
  - f) All sucker growth from trunks and base of trees shall be removed as needed during every visit to property.
  - g) Ground covers and vines will be maintained in a neat, uniform appearance.
2. **Fertilization:** Shrubs and ground covers shall be fertilized three (3) times per year. Palms and hardwood trees shall be fertilized two (2) times per year. Royal palms will be fertilized with a 8-2-12 with 4% mg blend designed to address nutrient needs of palms 4 times per year. Supplemental applications of appropriate nutrients shall be applied as indicated by soil samples if necessary.
  3. **Weeding:** Weeds shall be removed from all plant, tree and flower beds once a month during the non-growing season and twice a month during the growing season (18 times per year). Manual (hand pulling) and chemical (herbicides) shall be used as control methods.
  4. **Insect and Disease Control:** All landscape beds shall be monitored and treated with appropriate baits as needed throughout the year. Any infestations will be treated on an as needed basis and the ELO CDD shall be made aware of the actions taken as well as the chemicals used. Plants shall be monitored and issues addressed as necessary to effectively control insect infestation and disease as environmental, horticultural and weather conditions permit.

### C. Miscellaneous

1. **Clean-Up:** During every visit to the property, all areas shall be policed. All non-turf areas shall be cleaned with a backpack or street blower. All trash shall be picked up throughout the property before each mowing, (42 times per year). Any cigarette butts shall be removed and disposed of during each visit. Trash shall be disposed of offsite.
2. **Leaf Removal:** Leaf accumulations in curblines and parking lots during the Fall months shall be removed and disposed of offsite. Any accumulation in shrub beds shall be blown out of the beds to prevent damage to plant material while providing a neat and clean appearance.
3. **Irrigation Inspection:** All irrigation zones shall be inspected once a month to insure proper operation. All zones shall be turned on for a minimum of five minutes to check for any coverage issues or any broken irrigation components. Any issues that require adjustments or cleaning of the filters, heads, rotors, spray nozzles will be performed during the monthly inspection. Any issues that have been caused by contractor shall be repaired at no cost to the client. ELO CDD shall receive a monitoring report after monthly irrigation inspection. All repairs to system shall be done on a time and materials basis. Contractor shall identify any operational issues to said irrigation system within the first thirty (30) days of contract commencement for customer to be aware so that written authorization may be approved to bring system up to fully operational status.

#### D. Additional Services

1. **Mulching:** Upon written authorization of the client, contractor shall mulch all planting beds with pine bark-ensuring that all areas have a 2" depth after installation. All beds adjacent to both entrances shall have a depth of 3" after installation. As a part of the mulch process, all bed lines shall be trenched and beveled at a depth of 3" along bed areas that are bordered by sidewalks, curbs and seasonal color bed areas to prevent mulch from washing out. If the amount quoted is not sufficient to mulch the entire property an additional count will be submitted for completion at the same price per yard.
2. **Annuals:** Upon written authorization of the client, contractor will replace and install annuals 4 times per year and make nutritional requirements needed to insure a healthy plant. Deadheading declining flowers will be performed weekly. Annuals will be billed separately on a per plant cost. Price includes soil replenishment but not replacement.
3. **Tall Palm Trimming:** Upon written authorization of the client, contractor will trim all palms identified as being above 20 feet in overall height that will require a lift or bucket truck. Said palms will be priced per type of palm and will be clearly outlined in a proposal to client.

## **LANDSCAPE MAINTENANCE SERVICE AGREEMENT**

This Landscape Maintenance Service Agreement ("Service Agreement") is made and entered into this 30<sup>th</sup> day of NOVEMBER, 2011, by and between the EASTLAKE OAKS COMMUNITY DEVELOPMENT DISTRICT (hereinafter, collectively, "District"), SEVERN TRENT ENVIRONMENTAL SERVICES, INC. (hereinafter "Management Company"), whose address is 2634 Cypress Ridge Boulevard, Suite 102, Wesley Chapel, Florida 33544 and LANDSCAPE MAINTENANCE PROFESSIONALS, INC. (hereinafter "Contractor"), whose address is P.O. Box 267, Seffner, Florida 33583. District, Management Company and Contractor are collectively referred to as the "Parties". The District's property (hereinafter "Site") to be maintained by Contractor is located in Oldsmar, Florida.

### **ARTICLE ONE – STATEMENT OF INTENT**

The landscape maintenance at this Site shall be of the very highest quality. All work to be performed within the scope of these specifications shall be strictly managed, executed, and performed by experienced personnel.

### **ARTICLE TWO – SCOPE OF WORK**

The Landscape Maintenance Services (hereinafter "Work") as further defined in the Service Agreement - Exhibit "A" ("Service Description and Specifications") will be performed by the Contractor. These Specifications include the complete care and guarantee, as defined within these specifications, of all planted trees, plants, groundcovers, and lawn areas within the limits of the Site, better described as the Eastlake Oaks Community Development District, in Oldsmar, Florida, as further described in Exhibit "B".

Contractor shall provide all materials, equipment, and labor required and/or inferred to perform the work as identified to the specifications and frequencies described in Exhibit "A". District reserves the right to modify the scope of work, i.e., the quantity or type of materials used, the frequency of performance, etc.

### **ARTICLE THREE – WARRANTIES, LIABILITIES, INDEMNITIES, and INSURANCE**

#### **3.1 Warranties**

Contractor warrants that Work performed and all goods delivered under this Service 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 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 Service Agreement. By executing this Service 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 Service Agreement. Contractor acknowledges that the Service Agreement documents are sufficient for the proper and complete execution of the Work.

### **3.2 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 any 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.

### **3.3 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) from any and all expenses, costs, claims, actions, damages, losses and liabilities of every kind (including, but not limited to, reasonable attorneys' fees of their attorneys) irrespective of the theory upon which based (including, but not limited to, negligence and strict liability) arising out of Contractor's presence at the Site for any purpose, (including, but not limited to, performing work under this Agreement) and arising out of the Site and 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 Agreement also obligates Contractor to indemnify and save harmless District and Management Company for any and all expenses, costs, claims, actions, damages, losses, and liabilities of every kind arising out of any of Contractor's (or their subcontractors) at the Site.

Contractor understands and agrees that it is obligated and shall indemnify District and Management Company for damages and injury to persons and property caused in whole or in part by any act, omission, negligence or fault of Contractor (and its subcontractor, agents, employees, officers, directors, successors and assigns). Contractor's obligation to indemnify and defend District and Management Company is absolute, including instances where District and Management Company are found potentially liable, responsible or at fault and in those instances where District or Management Company's own negligence or actions caused said damage or injury in part. Notwithstanding the above, Contractor shall not be required to indemnify and

defend District and Management Company for damages found by a Court to have been caused solely by District or Management Company's gross negligence or the willful, wanton or intentional misconduct of District or Management Company or their employees, officers, directors, successors and assigns.

**No Construction Contract. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes (and as later amended) and that said statutory provision does not govern, restrict or control this Agreement.**

Mechanic's and Construction Liens. Contractor waives the right to file mechanic's 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.

Safety. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Service Agreement. Contractor shall comply with all applicable standards, rules, or regulations of the Occupational Safety and Health Administration (hereinafter "OSHA"). Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work under this Service Agreement, utilizing safety equipment such as bright vests, traffic cones, etc.

### **3.4 Insurance**

a. Contractor shall provide and maintain during the life of this Service Agreement, "Workmen's Compensation Insurance" for all of its employees performing the Work and in case Work under this Service Agreement is sublet, the Contractor shall require any subcontractor similarly to provide "Workmen's Compensation Insurance" for all of its employees unless said subcontractor employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous work performed under this Service Agreement are not protected under the "Workmen's Compensation" Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate coverage for the protection of its employees not otherwise protected.

b. Contractor shall provide and maintain during the life of this Service Agreement, insurance that will protect the Contractor and any Subcontractor performing the Work under the Service Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from Work performed, whether such operations be by the Contractor or by any Subcontractors or by anyone directly or indirectly employed by any of them. The Contractor shall also provide and maintain during the life of this Service Agreement insurance that will indemnify and hold harmless the District and



Management Company, and their agents, officers, District Supervisors, and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from performance of Work performed under this Service Agreement, injury to or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage loss or expenses (a) is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of property, including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act of the Contractor, its employees, agents, officers, or Subcontractors, or anyone indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Insurance shall be provided with a per occurrence limit of \$1,000,000 in each of three policies as follows:

1. Comprehensive General Liability Insurance, including Products and/or Completed Operations. District and Management Company shall be named as additional insureds.
2. Comprehensive Auto Liability Insurance. District and Management Company shall be named as an additional insureds.
3. Contractual Liability Insurance. District and Management Company shall be named as additional insureds.

c. All such insurance shall be obtained from companies listed and authorized to do business in the field of insurance in the State of Florida, and are authorized and licensed to provide the insurance required herein. Insurance provided by out-of-state re-insurers shall not be acceptable.

d. At the time of execution of this Service Agreement, the Contractor will file with the Management Company and District certificates of such insurance, acceptable to the District and Management Company. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least 30 days prior written notice has been given to the District and Management Company.

#### **ARTICLE FOUR – PAYMENT**

Payments by District to Contractor for the Work performed pursuant to this Service Agreement shall be based on the dollar amounts described in Exhibit "A". Contractor shall provide all of the services (except for additional services, as described in Section D of Exhibit "A" (the "Additional Services")) for a yearly amount of \$32,700.00. Services shall be payable in a monthly amount of \$2,725.00. The Additional Services shall be provided, upon authorization by the District, at the rates set forth in Exhibit "A".

## **ARTICLE FIVE – TERMINATION/NON RENEWAL**

**5.1** District may terminate this Service Agreement with 30 days' written notice, at any time prior to the expiration of any term, with or without cause. The written notice must be transmitted to the Contractor by Certified Mail or hand delivery. The 30-day notice shall commence on the day of actual receipt of said written notice by Contractor.

**5.2** Contractor may elect not to renew the Service Agreement for an additional one (1) year term, by giving written notice of Contractor's intent not to renew at least 60 days prior to the expiration of the then current term. The 60-day written notice must be transmitted to the Management Company via Certified Mail or hand delivery.

## **ARTICLE SIX – SCHEDULING**

### **6.1 Timing**

a. Scheduling of maintenance may be determined by the District. The Management Company 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.

b. District and/or Management Company may at any time request alterations to the general maintenance service provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials or labor.

## **ARTICLE SEVEN – BILLING/ADDITIONAL WORK REQUEST**

### **7.1 Billing**

It is the Contractor's responsibility to inspect and manage the need for the frequency of the specified items in Exhibit "A". It is also the responsibility of the Contractor to notify the Management Company (see Article 4.2) of items performed to ensure they do not exceed the frequencies specified in Exhibit "A". In the event that Contractor fails to perform its obligations under the Service Agreement for any portion of the term of the Service Agreement, then Contractor shall be responsible for all expenses, costs, claims, actions, damages, losses and liabilities of every kind arising out of Contractor's breach of the Service Agreement. Such expenses include, but are not limited to, costs or expenses incurred by the Owner to rebid the Work, and costs or expenses incurred to retain another service provider to perform the Work. The Owner shall be entitled to deduct all costs, expenses, actions, damages, losses and liabilities resulting from such breach of the Service Agreement from any outstanding amounts otherwise due to Contractor under this Service Agreement. If the costs, expenses, actions, damages, losses and/or liabilities to Owner as a result of Contractor's breach of the Service Agreement exceed the amounts owed to Contractor for its services performed under this Service Agreement, Contractor shall pay Owner for the outstanding costs, expenses, actions, damages, losses and/or liabilities, within fifteen (15) days of receipt of an accounting and invoice for such costs, etc. from Owner.

Labor unit prices including a per supervised man-hour cost and a per labor hour cost shall be provided for any proposed Contractor work outside the Service Agreement scope that the District or Management Company requests. Any such work must be approved in writing by the District or Management Company before it is begun by the Contractor.

When any extra work, in addition to the Work required under the Service Agreement, is performed by Contractor, and District and/or Management Company deems such work entitles compensation beyond the monthly price of maintenance, the Contractor will complete an additional Work Request showing:

- a. The number of workmen, their title, and the number of man-hours required to perform the Additional Work.
- b. A brief description of the nature of the work, a list of materials used, along with an estimate of total cost to complete the work.

Work orders shall be responded to within 24 hours and completed within seven (7) to 10 days.

Weekly Maintenance Worksheet. Contractor is also responsible for notifying the District through a Weekly Maintenance Worksheet of any problems. This worksheet must be delivered to the Management Company's designated representative on the day of the maintenance visit. The Weekly Maintenance Worksheet is important in protecting both the District and Contractor when discrepancies occur. Contractor may use its own formatted worksheet form upon approval of the Management Company. Any items not called to the attention of the District and the Management Company that result in any damage to the Site will become the liability and responsibility of the Contractor.

## **ARTICLE NINE – COMPLIANCE WITH LAWS**

Contractor shall, at its own expense, obtain all necessary permits and licenses required by any federal, state, county or local codes, laws, ordinances and regulations. Contractor will comply with all applicable state, federal, county and local laws, orders and judicial decisions, including, but not limited to matters regarding occupational health and safety.

## **ARTICLE TEN – MISCELLANEOUS**

This Service Agreement, together with all Exhibits which are hereby incorporated by reference, shall supersede any and all agreements, both oral and written, between the Parties with respect to the rendering of services by the Contractor for the District. The invalidity in whole or in part of any provision of this Service Agreement shall not affect the validity of any other provision. The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach. This Service Agreement shall be governed and construed in accordance with the laws of the State of Florida.

No subsequent agreement concerning the service provided shall be effective unless made in writing and executed by authorized representatives of the Parties. Notices shall be in writing, effective upon receipt, if mailed or faxed to:

**District and Management Company:**

c/o:	Company Name	Severn Trent Environmental Services, Inc.
	Street Address	2634 Cypress Ridge Boulevard, Suite 102
	City, State	Wesley Chapel, FL 33544
	ATTN.:	Mr. Andrew P. Mendenhall
	Tel.:	813-991-1116
	Fax:	
	Email:	<hr/> amendenhall@severntrentms.com

<b>Contractor:</b>	Company Name	Landscape Maintenance Professionals, Inc.
	Street Address	P.O. Box 267
	City, State	Seffner, Florida 33583
	ATTN:	
	Tel.:	<hr/> (813) 757-6500
	Fax:	(813) 757-6501
	Email:	<hr/>

The Exhibits and Schedules attached to this Service Agreement and made a part hereof are:

Exhibit "A" Service Description and Specifications

Exhibit "B" Legal Description of District Boundaries

Any Subcontractor utilized by Contractor shall be the total responsibility of Contractor. All terms and conditions of this Service Agreement imposing responsibilities and obligations on Contractor shall apply to any and all Subcontractors as if they were the Contractor. In the event a claim or lawsuit is brought or an attorney is retained by any of the parties to enforce the terms of this Service Agreement, the prevailing Party shall be entitled to recover, in addition to any other remedy to which that Party may be entitled, reimbursement for reasonable attorney's fees and costs. The terms and provisions of this Service Agreement that by their sense and context are intended to survive the performance thereof by the Parties shall survive the completion of performance and termination of this Service Agreement. This Service Agreement shall not be assigned by the Contractor without prior written consent of the District.

**ARTICLE ELEVEN – SIGNATURES**


Having carefully examined this Service Agreement, as well as the Site and the conditions affecting the Work outlined pursuant to this Service Agreement, the undersigned Contractor agrees to furnish all services, equipment, labor and materials called for in said documents. The term of this Service Agreement shall begin on JANUARY 1, 201~~2~~ and expire on JANUARY 1, 2015.

The parties hereto signing this Service Agreement hereby represent that each is a duly authorized representative with the express authority to enter into this Service Agreement on behalf of their respective companies.

IN WITNESS WHEREOF, the Parties hereto have executed this Service Agreement as of the day and year first written above.

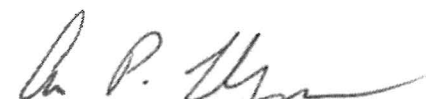
**EASTLAKE OAKS COMMUNITY DEVELOPMENT DISTRICT**

(DISTRICT)

By:   
Name: Joseph Dimelli  
Title: Chairman, Board of Supervisors  
Date: \_\_\_\_\_

**SEVERN TRENT ENVIRONMENTAL SERVICES, INC.**

(MANAGEMENT COMPANY)

By:   
Name: Andrew P. Mendenhall  
Title: District Manager  
Date: 11-30-2011

**LANDSCAPE MAINTENANCE PROFESSIONALS, INC.**

(CONTRACTOR)

By: Scott A. Carlson  
Name: Scott A. Carlson  
Title: General Manager  
Date: NOVEMBER 30, 2011