

*Eagle Hammock
Community Development District*

Meeting Agenda

December 8, 2022

AGENDA

Eagle Hammock

Community Development District

219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

December 1, 2022

**Board of Supervisors
Eagle Hammock
Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of the **Eagle Hammock Community Development District** will be held on **Wednesday, December 8, 2022**, at **10:00 AM** at the **Offices of Highland Homes, 3020 S. Florida Ave., Suite 101, Lakeland, FL 33803.**

Zoom Video Join Link: <https://us06web.zoom.us/j/81457711202>

Call-In Information: 1-646-876-9923

Meeting ID: 814 5771 1202

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Organizational Matters
 - A. Swearing in of Appointed Supervisor Brian Walsh (Appointed at the August 24, 2022 Board Meeting)
 - B. Acceptance of Letters of Resignation from Supervisors Dottie Mobley and Wendy Kerr
 - C. Appointment to Fill Vacant Board Seats (Seat #3 and Seat #5)
 - D. Administration of Oaths to Newly Appointed Supervisors
 - E. Consideration of Resolution 2023-01 Electing Officers
4. Approval of Minutes of the August 24, 2022 Board of Supervisors Meeting
5. Appointment of Audit Committee
6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Consideration of Proposals for Landscape Maintenance Services

¹ Comments will be limited to three (3) minutes

- a) Prince & Sons, Inc
 - b) Weber Environmental Services, Inc.
 - ii. Consideration of Proposals for Aquatic Maintenance Services
 - a) Aquatic Weed Management, Inc.
 - b) Sitex Aquatics
- D. District Manager's Report
 - i. Balance Sheet & Income Statement
- 7. Other Business
- 8. Supervisors Requests and Audience Comments
- 9. Adjournment

Audit Committee Meeting

- 1. Roll Call
- 2. Public Comment Period
- 3. Audit Services
 - A. Approval of Request for Proposals and Selection Criteria
 - B. Approval of Notice of Request for Proposals for Audit Services
 - C. Public Announcement of Opportunity to Provide Audit Services
- 4. Adjournment

SECTION III

SECTION B

Good Morning, Jill,

Please accept my resignation from the board of the **Eagle Hammock CDD**, effective December 7, 2022. It has been a pleasure working with you all.

Thank You,

Dottie Mobley

Good Morning, Jill,

Please accept my resignation from the board of the **Eagle Hammock CDD**, effective December 7, 2022. It has been a pleasure working with you all.

Thanks,

Wendy Kerr

SECTION E

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Eagle Hammock Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within the City of Eagle Lake, Polk County, Florida; and

WHEREAS, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

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

SECTION 1. The following persons are elected to the offices shown:

| | |
|---------------------|-------|
| Chairperson | _____ |
| Vice Chairperson | _____ |
| Assistant Secretary | _____ |
| Assistant Secretary | _____ |
| Assistant Secretary | _____ |
| Assistant Secretary | _____ |
| Assistant Secretary | _____ |

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

PASSED AND ADOPTED this 8th day of December 2022.

ATTEST:

**EAGLE HAMMOCK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

MINUTES

**MINUTES OF MEETING
EAGLE HAMMOCK
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Eagle Hammock Community Development District was held on Wednesday, **August 24, 2022** at 1:03 p.m. at 4900 Dundee Road, Winter Haven, Florida and by Zoom.

Present and constituting a quorum were:

Halsey Carson
Dottie Mobley
Wendy Kerr

Vice Chair
Assistant Secretary
Assistant Secretary

Also, present were:

Jill Burns
Roy Van Wyk

District Manager, GMS
District Counsel, KE Law

The following is a summary of the discussions and actions taken at the August 24, 2022 Eagle Hammock Community Development District's Regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order at 1:03 p.m. Three Supervisors were in attendance at the meeting constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation from Branden Eckenrode

Ms. Burns stated that they received a resignation from Branden Eckenrode.

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| On MOTION by Mr. Carson, seconded by Ms. Kerr, with all in favor, Accepting the Resignation from Branden Eckenrode, was approved. |
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B. Appointment to Fill the Vacant Board Seat #4

Ms. Burns stated that she had talked to Brian Walsh prior to the meeting and the majority of the lots in this community resold to Highland Homes, so it made sense to put Brian Walsh on the Board.

On MOTION by Mr. Carson, seconded by Ms. Kerr, with all in favor, Appointing Brian Walsh to the Board of Supervisors, was approved.

C. Administration of Oath to Newly Appointed Supervisor

Ms. Burns stated that Brian Walsh was not present today, so he would be sworn in at a future meeting.

D. Consideration of Resolution 2022-42 Electing Officers

Ms. Burns noted that the electing officers would be Brent Elliott as Chair, Halsey Carson as Vice Chair, and the other three Supervisors will serve as Assistant Secretaries as well as George Flint. Ms. Burns would serve as Secretary.

On MOTION by Mr. Carson, seconded by Ms. Kerr, with all in favor, Resolution 2022-42 Electing Officers, were approved.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the July 7, 2022 Continued Board of Supervisors Meeting and the July 13, 2022 Board of Supervisors Meeting

Ms. Burns presented the July 7, 2022 continued Board of Supervisors meeting minutes and the July 13, 2022 Board of Supervisors meeting. She asked for any comments, corrections, or changes. The Board had no changes to the minutes.

On MOTION by Mr. Carson, seconded by Ms. Kerr, with all in favor, the Minutes of the July 7, 2022 Continued Board of Supervisors Meeting and the July 13, 2022 Board of Supervisors Meeting, were approved.

FIFTH ORDER OF BUSINESS

Public Hearings

A. Public Hearing on the Adoption of the Fiscal Year 2021/2022 and 2022/2023 Budgets

Ms. Burns asked for a motion to open the public hearing.

On MOTION by Mr. Carson, seconded by Ms. Kerr, with all in favor, Opening the Public Hearing, was approved.

Ms. Burns noted that there was no member of the public present.

On MOTION by Mr. Carson, seconded by Ms. Kerr, with all in favor, Closing the Public Hearing, was approved.

i. Consideration of Resolution 2022-43 Adopting the District's Fiscal Year 2021/2022 Budget and Appropriating Funds

Ms. Burns noted that this resolution was included in the agenda package for review. She noted that this was the prorated budget from the time that the District was established through the end of this fiscal year, which was September 30th. She explained that it was just admin expenses that were billed to the developer as incurred. She asked if anyone had any questions or changes to that budget. Hearing none,

On MOTION by Mr. Carson, seconded by Ms. Kerr, with all in favor, Resolution 2022-43 Adopting the District's Fiscal Year 2021/2022 Budget and Appropriating Funds, was approved.

ii. Consideration of Resolution 2022-44 Adopting the District's Fiscal Year 2022/2023 Budget and Appropriating Funds

Ms. Burns noted that this budget was contemplated that they would collect assessments on the tax bill for the platted lots in the community. She noted that for 2023 they had field expenses for the landscaping which were in the process of being turned over now. She noted that those estimates were based on a full year of maintaining all the landscaping streetlights and all of the replacement and irrigation repairs. She noted that for the amenity, it was based on the estimate for the opening that was more toward the mid to end of the fiscal year. She noted that the developer had notified them that they had a contract in place for next months \$650 net on all the platted lots. She explained that they would levy \$650 on the platted lots and then there was a developer contribution that would be for the difference in that amount. She asked for any questions or changes to that budget. Hearing none,

On MOTION by Mr. Carson, seconded by Ms. Kerr, with all in favor, Resolution 2022-44 Adopting the District's Fiscal Year 2022/2023 Budget and Appropriating Funds, was approved.

iii. Consideration of Fiscal Year 2022/2023 Developer Budget Funding Agreement

Ms. Burns noted that this was included in the agenda package for review. She explained that this was with Eagle Hammock of Eagle Lake. She stated that this was the entity that would be funding the difference from the \$650 net that was in their contract.

On MOTION by Mr. Carson, seconded by Ms. Kerr, with all in favor, the Fiscal Year 2022/2023 Developer Budget Funding Agreement, was approved.

B. Public Hearing on the Imposition of Operations and Maintenance Special Assessments

Ms. Burns noted that this public hearing had been advertised in the paper and that they had sent a mailed notice to the property owners within the community.

On MOTION by Mr. Carson, seconded by Ms. Kerr, with all in favor, Opening the Public Hearing, was approved.

On MOTION by Mr. Carson, seconded by Ms. Kerr, with all in favor, Closing the Public Hearing, was approved.

i. Consideration of Resolution 2022-45 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Burns noted that this resolution was included in the agenda package for review. She stated that this resolution certified the O&M assessments based on the budget that the Board just adopted. She stated that there was a collection schedule to collect all the platted lots on roll and then direct bill the developer contribution for anything they did in excess of that. She stated that it also certified the assessment roll.

On MOTION by Mr. Carson, seconded by Ms. Kerr, with all in favor, Resolution 2022-45 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

SIXTH ORDER OF BUSINESS**Consideration of Resolution 2022-46
Ratifying the Series 2022 Bonds**

Ms. Burns stated that the District closed on that issuance on July 8, 2022. She explained that this resolution ratified, confirmed, and approved all the actions taken by the District officers and staff in the closing and issuance of the Series 2022 bonds. She asked if anyone had any questions. Hearing none,

On MOTION by Mr. Carson seconded by Ms. Kerr, with all in favor, Resolution 2022-46 Ratifying the Series 2022 Bonds, was approved.

SEVENTH ORDER OF BUSINESS**Consideration of Disclosure of Public
Financing**

Ms. Burns stated that this document would be reported in the public records to notify potential property owners within the community of the assessments that had been placed on the land.

On MOTION by Mr. Carson, seconded by Ms. Kerr, with all in favor, Authorizing the Disclosure of Public Financing, was approved.

EIGHTH ORDER OF BUSINESS**Ratification of the Series 2022 Developer
Agreements and Acquisition Documents
(including Acquisition of Improvements –
Right of Way Documents)**

Ms. Burns presented these agreements to the Board. Mr. Carson stated that they could do the agreements as one ratification of all of the developer agreements and acquisition documents.

On MOTION by Mr. Carson, seconded by Ms. Kerr, with all in favor, the Series 2022 Developer Agreements and Acquisition Documents, was ratified.

NINTH ORDER OF BUSINESS**Consideration of Resolution 2022-47
Designation of a Regular Monthly Meeting
Date, Time, and Location for Fiscal Year
2023**

Ms. Burns stated that the schedule that was in the package was the second Thursday at 10:00 a.m. at Highland Homes office in Lakeland. She noted that she spoke with Brian Walsh, and that they were closing on all of the lots with them in September, so they discussed the transition. She noted that they would take it over since they would be done with the development. She stated that this new schedule would start in October.

On MOTION by Mr. Carson, seconded by Ms. Kerr, with all in favor, Resolution 2022-47 Designation of a Regular Monthly Meeting Date, Time, and Location for the Second Thursday at 10:00 a.m. at the Highland Homes Office in Lakeland for Fiscal Year 2023, was approved.

TENTH ORDER OF BUSINESS**Ratification of 2022 Data Sharing and
Usage Agreement with Polk County
Property Appraiser**

Ms. Burns stated that Polk County required an annual agreement to be entered into. She noted that this would allow them to collect the assessments on the tax bill this coming November.

On MOTION by Mr. Carson, seconded by Ms. Kerr, with all in favor, Resolution 2022 Data Sharing and Usage Agreement with Polk County Property Appraiser, was ratified.

ELEVENTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Mr. Roy Van Wyk had nothing further to report.

B. Engineer

There being no update, the next item followed.

C. District Manager's Report**i. Balance Sheet & Income Statement**

Ms. Burns stated that there was no action necessary by the Board.

TWELFTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

THIRTEENTH ORDER OF BUSINESS

**Supervisors Requests and Audience
Comments**

There being none, the next item followed.

FOURTEENTH ORDER OF BUSINESS

Adjournment

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|---|
| On MOTION by Mr. Carson, seconded by Ms. Kerr, with all in favor, the meeting was adjourned. |
|---|

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION VI

SECTION C

Eagle Hammock CDD

Field Management Report



December 8, 2022

Clayton Smith

Field Manager

GMS

Site Items

Landscape Maintenance Review

- ✚ One time services still in place. Pending contract
- ✚ Overall well maintained.
- ✚ No signs of an irrigation controller at this time, and are still on Battery timers.



Aquatic Maintenance Review



- ✚ Aquatic vegetation and algae is under controlled.
- ✚ Vendor performed one time monthly service until under contract.
- ✚ Some cattails and shoreline grasses were sprayed.

Site Items

Amenity Construction

- ✚ Amenity Center is progressing.
- ✚ There are still several items to be done.
- ✚ Will look into getting amenity contracts when this is further along.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-841-5524, or by email at csmith@gmscfl.com. Thank you.

Respectfully,
Clayton Smith

SECTION 1

Eagle Hammock CDD LANDSCAPE SCOPE OF WORK

THE RIGHT PLANT, THE RIGHT PLACE. THE RIGHT FERTILIZER, THE RIGHT WATER.

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary or incidental to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract.

GENERAL SERVICES

A. Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

1. Mowing

- a. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.
- b. St. Augustine, Bahia turf shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas and ROWS. Ponds will be mowed between 26 and 32 times as needed.
- c. St. Augustine and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5" and 4.5". St Augustine will be cut between 4.5" and 5.5". At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.
- d. Contractor shall complete a minimum of two passes along all waterways/wetlands with a 50" mower or larger discharging clippings away from the water. Any waterway edges that cannot be reached with the full-size mower will be string trimmed every other mow cycle at minimum or as needed to maintain an intended look as per the discretion of CDD management.
- e. Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is unacceptable and if it occurs they shall be removed prior to the end of each service day.
- f. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractor's mowing equipment may result in the replacement of damaged material at the contractor's cost. Determination as to replacement will be at the sole discretion of the CDD representative. Replacement material will be of similar size to the material being replaced.

2. Edging

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. Edges are to be perpendicular to the ground. String trimmers will not be used for this function. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

3. String Trimming

- a. String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the mowing operation. Trimming shall be completed with each mowing operation.
- b. Under no circumstance will it be an acceptable practice to string trim bed edges or small areas that may be cut utilizing a walk behind mower.
- c. Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD.
- d. Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during every other mowing cycle at minimum.

4. Blowing

When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

5. Damage Prevention/Repair

Special care shall be taken to protect building foundations, light poles, sign posts and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

B. Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks. The exception will be the entrances and clubhouse areas. These are high traffic, focal areas and as such will be included to provide weekly attention minimally. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation. A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of annual detail rotations

1. Pruning

- a. Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.
- b. Only Contractor's staff that have been trained and demonstrate competency in proper pruning techniques shall perform pruning. Use only hand pruners or loppers on trees and shrubs,

particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD representative.

- c. Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:
 - Provide clearance for pedestrians, vehicles, mowers and buildings.
 - Maintain clearance from shrubs in bed areas.
 - Improve visibility in parking lots and around entries.
- d. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.
- e. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function.
- f. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.
- g. Structural pruning will be required for several varieties of plants bi-annually, annually or semi-annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. Following this schedule, all structural pruning should be completed within a six week cycle each time it is performed. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.
- h. Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts. "Hat Racking" will not be permitted unless directed otherwise by the CDD representative.
- i. Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods and any loose boots.

2. Weed Control

- a. Bed areas are to be left in a weed free condition after each detail service. While pre and post-emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand.
- b. Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal.

3. Trash Removal

- a. Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

C. General

1. Policing

- a. Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with supplemental proposal.
- b. As needed contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.
- c. All litter shall be removed from the property and disposed of off-site.

2. Communication

- a. Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.
- b. Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.
- c. When requested by CDD management contractor will provide a Monthly Service Calendar for the upcoming period. A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly. A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns.
- d. Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance of this agreement meets the standards required herein and protects the overall well-being of the property's landscape. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meeting as needed or requested by CDD management.

3. Staffing

- a. The Contractor shall have a well-experienced Foreman/Supervisor on site at all times with the crew. This person should have extensive knowledge of horticultural practices and be capable of properly supervising others. He/she and other supervisors should be in a certain type of uniform that distinguishes them from the crew. The Foreman/Supervisor should communicate regularly, daily when needed, with the property's manager. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. This will assure the BOD and Management that maintenance personnel remain familiar with the maintenance specifications, the site and any changing conditions.
- b. The crew members should be properly trained to carry out their assigned task, and should work in a safe professional manner. Each crew member should be in full uniform at all times.
- c. Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides and fungicides must be certified by the FL Department of Agriculture and Consumer Services. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

- d. Contractor agrees to screen all crew members for criminal background, advise Management and not employ persons for this Contract that have been convicted of or pled guilty to a felony crime or misdemeanor to which Management objects. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.
- e. Contractor is expected to staff the property with adequately trained personnel a minimum 3 days per week between Monday & Friday. Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to normal member attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

SCHEDULE "A" – TURF CARE PROGRAM - ST. AUGUSTINE

A. Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

| <u>Month</u> | <u>Application</u> |
|--------------|---|
| January: | Winter fertilization, broadleaf weed control and disease control |
| March: | Spring granular fertilization, broadleaf weed control, insect and disease control |
| May: | Late spring heavy, 100% slow release Nitrogen fertilization with Arena and weed Control |
| October: | Heavy fall granular fertilization and broadleaf weed/disease control |

B. Application Requirements

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. At the request of management, soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

- f. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

3. Weed Control

- a. Weed control will be limited to the broadleaf variety and sedge type grasses under this program.
- b. Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss.

4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

SCHEDULE "B" – TURF CARE PROGRAM – BAHIA – Where Applicable

A. Application Schedule

| <u>Month</u> | <u>Application</u> |
|--------------|---|
| March: | Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application. |
| June: | Chelated Iron application and Mole Cricket control. |
| October: | Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application. |

B. Application Requirements

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.

- d. The irrigation system will be fully operational prior to any fertilizer application.
 - e. Soils shall be tested at a reliable testing facility twice per year to monitor for PH and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.
2. Insect/Disease Control
- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
 - b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
3. Weed Control
- a. Weed control will be limited to the broadleaf variety under this program.
 - b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.
4. Warranty
- Only turf loss due to dramatic negligence or mismanagement by the contractor will be considered for replacement by contractor.

SCHEDULE "C" – TREE/SHRUB CARE PROGRAM

A. Application Schedule

| <u>Month</u> | <u>Application</u> |
|--------------|---|
| March/April: | Insect/disease control/fertilization. |
| May/June: | Insect/disease control as needed. |
| July/August: | Minor nutrient blend with insect/disease control. |
| October: | disease control as needed |
| December: | Insect/disease control/fertilization as needed |

B. Application Requirements

1. Fertilization
- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.
 - b. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.
 - c. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

- d. This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- e. There will be a deep root feeding on an as needed basis to establish newly planted trees.
- f. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.
- g. The irrigation system will be fully operational prior to any fertilizer application.
- h. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the Tree/Shrub care program based on these results.

2. Insect/Disease Control

- a. Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.
- b. Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.
- c. This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- d. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
- e. Contractor will provide a copy of the license for the Certified Operator in charge of chemical applications for this property.

3. Specialty Palms

- a. Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation.
- b. When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

4. Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by contractor if it is reasonably decided to be from negligence by CDD management. Exclusions to this warranty would be Acts of God, along with pre-existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

SCHEDULE “D” – IRRIGATION MAINTENANCE

A. Frequency of Service

- a. Contractor will perform the following itemized services under “Specifications” on a monthly basis completing 25% of the inspection each week.
- b. The irrigation inspection will be performed during the same week(s) each month.

B. Specifications

- a. Activate each zone of the system.
- b. Visually check for any damaged heads or heads needing repair.
- c. Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
- d. Clean filters located at each zone valve monthly if applicable.
- e. Clean, straighten or adjust any heads not functioning properly.
- f. Straighten, re-attach to bracing and touch up paint on riser heads as needed.
- g. Report any valve or valve box that may be damaged in any way.
- h. Leave areas in which repairs or adjustments are made free of debris.
- i. Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- j. Contractor will provide a written report of the findings by zone.

C. Qualifying Statements

1. Repairs

- a. Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in overall landscape maintenance contract.
- b. Request for authorization must be submitted to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work. It is up to CDD management’s discretion to allow contractor to proceed with repairs at an agreed threshold without prior approval.

2. Service Calls

- a. Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.
- b. When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

3. Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows or parking areas.

- a. Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

4. Damage resulting from contractor’s crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

5. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
6. Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.
7. Contractor will visually inspect irrigation system weekly while performing routine maintenance.
8. Contractor will provide a 24 hour "Emergency" number for irrigation repairs.
9. Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

SCHEDULE "E" – ADDITIONAL SERVICES – To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractor should and is expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that month's invoice. Additional services costs will not be spread out across the full annual contract.

A. Bedding Plants – Annuals (If Applicable)

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

1. Schedule

- a. The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.
- b. Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion and display.
- c. All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.
- d. Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

2. Installation

- a. Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.
- b. Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

- c. All beds will be cleaned and hand or machine cultivated to a depth of 6" prior to the installation of new plants.
- d. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.
- e. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.
- f. All beds should be covered with 1" layer of Pine bark Fines after planting.
- g. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.
- h. Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

3. Maintenance

- a. Flower beds unique to the property will be reviewed daily or at each service visit for the following:
 - Removal of all litter and debris.
 - Beds are to remain weed – free at all times.
 - All declining blooms are to be removed immediately.
 - Inspect for the presence of insect or disease activity and treat immediately.
- b. Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.
- c. Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.
- d. Pre-emergent herbicides are not to be used in annual beds.
- e. Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

4. Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

B. Bed Dressing

1. Schedule

- a. Mulching will be carried out twice per year. Once in the spring, once in the fall. The most desirable months are May and Early November. Mulch will be priced "per yard".
- b. Application will be completed within a two-week time period.

2. Installation

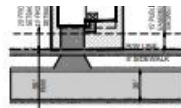
- a. Prior to application, areas will be prepared by removing all foreign debris and accumulated mulch material and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place.

- b. Bed dressing should be installed in weed free beds that have been properly edged and prepared.
- c. Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2-inch depth across beds then an additional proposal will be created by the contractor for the additional needed yards.
- d. A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work.

C. Palm Trimming

1. Schedule

- 2. Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date, etc.) in excess of 12' will be trimmed up to two times per year in June and/or December as needed. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary.
- 3. All palms less than 12' will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.
- 4. Washingtonia palms in excess of 12' will be trimmed up to two times per year in the months of February and August as needed.
- 5. All palms other than Washingtonia, in excess 15' will be trimmed up to once per year in the month of August.
- 6. Trimming shall include removal of all dead fronds, loose boots and seed stalks.
- 7. Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile or nine and three o'clock at the discretion of management. "Hurricane" cuts are only to be done at the direction of the CDD representative.
- 8. When trimming, cut the frond close to the trunk without leaving "stubs"
- 9. It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to tree



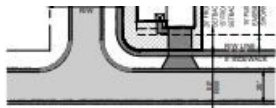
TYPICAL LOT LAYOUT

- MINIMUM SETBACKS**
- FRONT PORCH OR DWELLING = 15 FEET
 - FRONT (GARAGE) = 20 FEET
 - SIDE = 5 FEET
 - SIDE (STREET) = 15 FEET
 - REAR = 10 FEET

ABBREVIATIONS
 MIN = MINIMUM
 R/W = RIGHT OF WAY

LOT COUNT

| | |
|------------------------------|---------|
| TOTAL LOTS | 263 |
| SIZE (PER BLDG PAD) PROPOSED | PERCENT |
| 40 FT TO 50 FT | 57.0% |
| 50 FT OR GREATER | 43.0% |

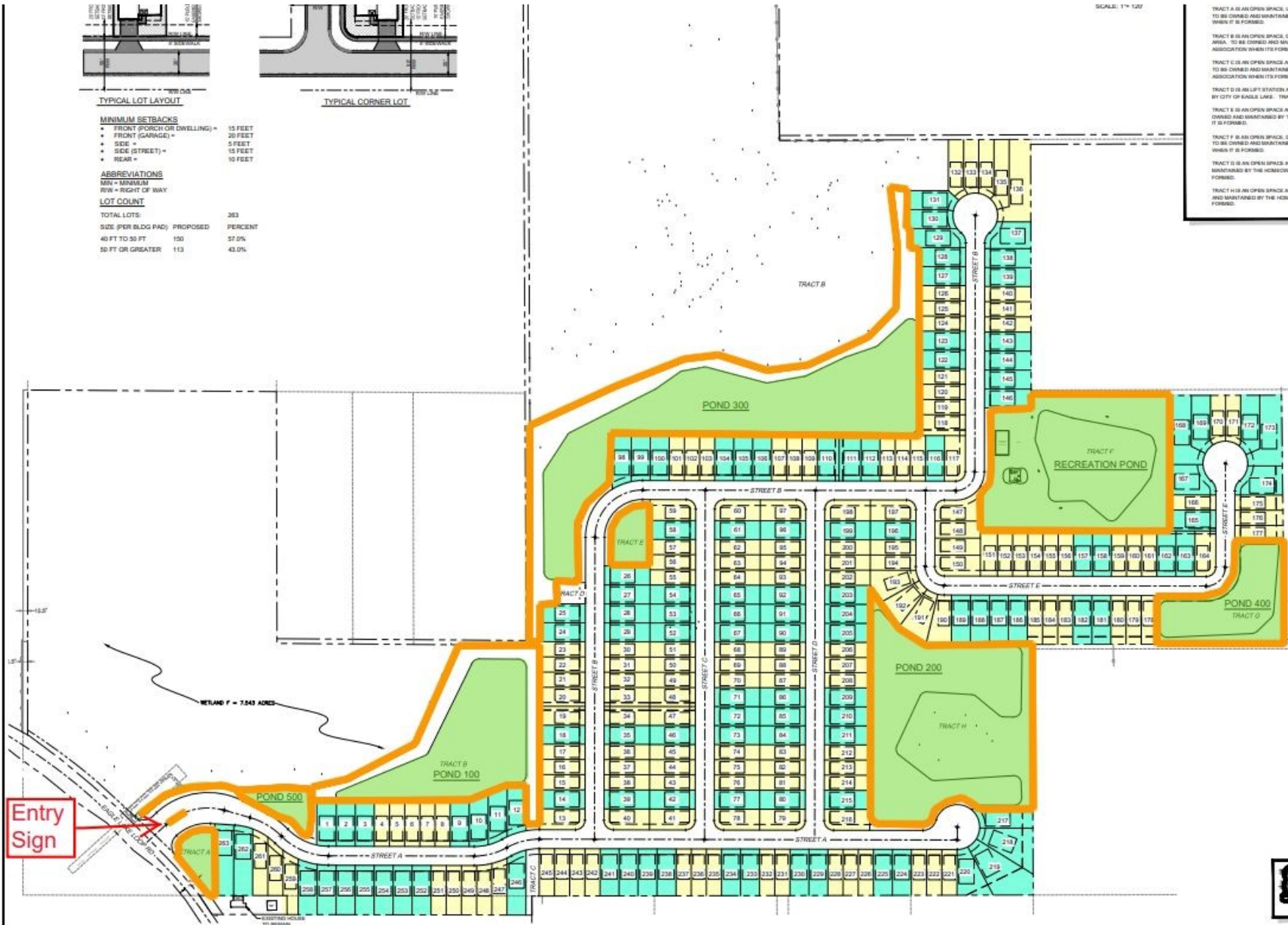
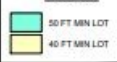


TYPICAL CORNER LOT

SCALE: 1" = 100'

- TRACT A IS AN OPEN SPACE, UTILITY AND LANDSCAPING/USE AREA. TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION WHEN IT IS FORMED.
- TRACT B IS AN OPEN SPACE, DRAINAGE, UTILITY AND LANDSCAPED AREA. TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION WHEN IT IS FORMED.
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LEGEND



SECTION (a)

Eagle Hammock CDD Landscape Fee Summary

Contractor: Prince and Sons, Inc.

Address: 200 south F St.

Haines City, FL 33844

Phone: 863-422-5207

Fax:

Contact: Lucas Martin

Email: lmartin@princeandsonsinc.com

Property: Eagle Hammock CDD

Address: 219 E. Livingston St.

Orlando,

Florida, 32801

Phone: 407-201-1514

Contact: csmith@gmscfl.com

Email:

| | JAN | FEB | MAR | APRIL | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
|--|-------------|---------|---------|---------|----------------------------|---------|---------|---------|---------|---------|---------------------------|---------|----------|
| GENERAL SERVICES (Schedule A) - Mowing/Detailing | 2,040 | 1,360 | 1,360 | 1,360 | 3,400 | 2,720 | 3,400 | 2,720 | 2,720 | 3,400 | 1,360 | 1,360 | \$27,200 |
| TURF CARE (Schedule B) Bahia/St Augustine Fert | | | | | | | | | | | | | \$0 |
| TREE/SHRUB CARE (Schedule C) Tree/Shrub Fert | | 60 | | | 60 | | | 60 | | | 60 | | \$240 |
| BED DRESSING - Estimate mulch yds (Schedule E - B.) <i>Per Yard Pricing: \$55</i> | | | | | 540 <i>10 Mulch Yds</i> | | | | | | 288 <i>5 Mulch Yds</i> | | \$828 |
| PALM TRIMMING (Schedule E - C.) <i>Per Palm Price:</i> | | | | | | | | | | | | | \$0 |
| ANNUAL CHANGES - None at this time (Schedule E - A.) <i>Per Annual Pricing:</i> | | | | | | | | | | | | | \$0 |
| IRRIGATION MAINT. (Schedule D) | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | \$1,080 |
| TOTAL FEE PER MONTH: | \$2,130 | \$1,510 | \$1,450 | \$1,450 | \$4,090 | \$2,810 | \$3,490 | \$2,870 | \$2,810 | \$3,490 | \$1,798 | \$1,450 | \$20,348 |
| Flat Fee Schedule | \$2,446 | \$2,446 | \$2,446 | \$2,446 | \$2,446 | \$2,446 | \$2,446 | \$2,446 | \$2,446 | \$2,446 | \$2,446 | \$2,446 | \$29,348 |
| Essential Services Mowing/Detailing/Irrigation/Fert and Pest | \$28,520 | | | | | | | | | | | | |
| Extra Services Annual Changes, Palm Pruning, Mulch | \$828 | | | | | | | | | | | | |
| TOTAL | \$29,348.00 | | | | | | | | | | | | |

Initials _____

SECTION (b)

Eagle Hammock CDD Landscape Fee Summary

Contractor: Weber Environmental Services, Inc.

Address: 5935 SR 542 West Winter Haven, FL 33880

Phone: 863-551-1820

Fax:

Contact: Rachel Martin

Email: Accounting@weberes.com

Property: Eagle Hammock CDD

Address: 219 E. Livingston St.

Orlando,
Florida, 32801

Phone: 407-201-1514

Contact: csmith@gmscfl.com

Email:

| | JAN | FEB | MAR | APRIL | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
|---|---------|---------|---------|---------|-------------------------|---------|---------|---------|---------|---------|-------------------------|---------|----------|
| GENERAL SERVICES (Schedule A) - Mowing/Detailing | 4,092 | 4,092 | 4,092 | 4,092 | 4,092 | 4,092 | 4,092 | 4,092 | 4,092 | 4,092 | 4,092 | 4,092 | \$49,104 |
| TURF CARE (Schedule B) Bahia/St Augustine Fert | 167 | 167 | 167 | 167 | 167 | 167 | 167 | 167 | 167 | 167 | 167 | 167 | \$2,000 |
| TREE/SHRUB CARE (Schedule C) Tree/Shrub Fert | | | | | | | | | | | | | \$0 |
| BED DRESSING - Estimate mulch yds (Schedule E - B.) <i>Per Yard Pricing: \$65.00</i> | 271 | 271 | 271 | 271 | 271 <i>Mulch Yds</i> | 271 | 271 | 271 | 271 | 271 | 271 <i>Mulch Yds</i> | 271 | \$3,250 |
| PALM TRIMMING (Schedule E - C.) <i>Per Palm Price:</i> | | | | | | | | | | | | | \$0 |
| ANNUAL CHANGES - None at this time (Schedule E - A.) <i>Per Annual Pricing:</i> | | | | | | | | | | | | | \$0 |
| IRRIGATION MAINT. (Schedule D) | 198 | 198 | 198 | 198 | 198 | 198 | 198 | 198 | 198 | 198 | 198 | 198 | \$2,379 |
| TOTAL FEE PER MONTH: | \$4,728 | \$4,728 | \$4,728 | \$4,728 | \$4,728 | \$4,728 | \$4,728 | \$4,728 | \$4,728 | \$4,728 | \$4,728 | \$4,728 | \$56,733 |

| | | | | | | | | | | | | | |
|--------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------|
| Flat Fee Schedule | \$4,728 | \$4,728 | \$4,728 | \$4,728 | \$4,728 | \$4,728 | \$4,728 | \$4,728 | \$4,728 | \$4,728 | \$4,728 | \$4,728 | \$56,733 |
|--------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------|

| | |
|--|----------|
| Essential Services Mowing/Detailing/Irrigation/Fert and Pest | \$53,483 |
|--|----------|

| | |
|--|---------|
| Extra Services Annual Changes, Palm Pruning, Mulch | \$3,250 |
|--|---------|

SECTION 2

Eagle Hammock CDD Aquatic Maintenance Scope of Services

This Scope is for the defined services of Aquatic Maintenance of the stormwater ponds. The work of Aquatic maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary to maintain the stormwater ponds according to the scope of services defined below. Therefore, the contractor agrees to do the following:

I. Algae, shoreline weeds/grasses and Aquatic Vegetation Maintenance

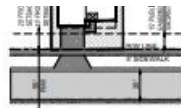
- a. Provide algae and aquatic vegetation management/Maintenance for CDD stormwater ponds.
- b. The contractor will perform One monthly inspection leading to treatments carried out as frequently as needed to control nuisance/exotic vegetation, algae, shorelines grasses, or aquatic weeds.
- c. Check Dissolved oxygen levels as needed and deemed necessary by contractor prior to treatments to ensure safe treatment without potential fish kills.
- d. Treat any surface filamentous algae blooms and planktonic algae blooms that may arise as well as performing treatment for submerged algae and floating or submerged nuisance vegetations as needed.
 - i. Algae blooms will be treated as often as possible until the bloom has subsided, and the algae coverage is less than 5%.
- e. Treat nuisance shoreline grasses and nuisance shoreline vegetation regardless of water level.
 - i. During the dry season these grasses will be treated on the exposed bank.
 - ii. At no time are invasive aquatic weeds or grasses or non-beneficials to cover more than 5% of any contracted pond.
- f. Pond dye will be used as needed to manage any algae blooms or aquatic weeds.
 - i. Blue or black dye can be used at contractors' discretion.
- g. The contractor will spray/treat any invasive, exotics or other nuisance vegetation from littoral shelf areas.
- h. Any beneficials that grow in naturally will be allowed to grow in and reported to management.

II. Communication

- a. Contractor is to be available for regular phone and email communication to facilitate complaints or other issues identified by management
- b. Contractor shall be available for any site visits or site inspections when requested.
- c. Provide at minimum an observation checklist stating what has been observed at each pond and any treatments carried out itemized by pond. A checklist/spreadsheet is sufficient. Contractor is welcome to provide additional details in the report.
- d. Communicate with management on any major algae blooms, or other issues such as erosion problems or other pond bank issues that the contractor may notice.

III. Trash Removal

- a. The contractor will remove any trash and debris from ponds and pond edges once per month.
- b. This trash removal is specific to contracted pond areas only and does not include removal from dry land areas.
- c. Contractor will document trash removal in their monthly report.
- d. Trash removal will include removal of regular trash and debris. The contractor will inform management and submit a proposal for any large debris not reasonably removable during the inspection period



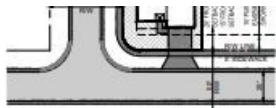
TYPICAL LOT LAYOUT

- MINIMUM SETBACKS**
- FRONT PORCH OR DWELLING = 15 FEET
 - FRONT (GARAGE) = 20 FEET
 - SIDE = 5 FEET
 - SIDE (STREET) = 15 FEET
 - REAR = 10 FEET

ABBREVIATIONS
 MIN = MINIMUM
 R/W = RIGHT OF WAY

LOT COUNT

| | |
|------------------------------|---------|
| TOTAL LOTS | 263 |
| SIZE (PER BLDG PAD) PROPOSED | PERCENT |
| 40 FT TO 50 FT | 57.0% |
| 50 FT OR GREATER | 43.0% |



TYPICAL CORNER LOT

SCALE: 1" = 100'

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TRACT B IS AN OPEN SPACE, DRAINAGE, UTILITY AND LANDSCAPED AREA. TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION WHEN IT IS FORMED.

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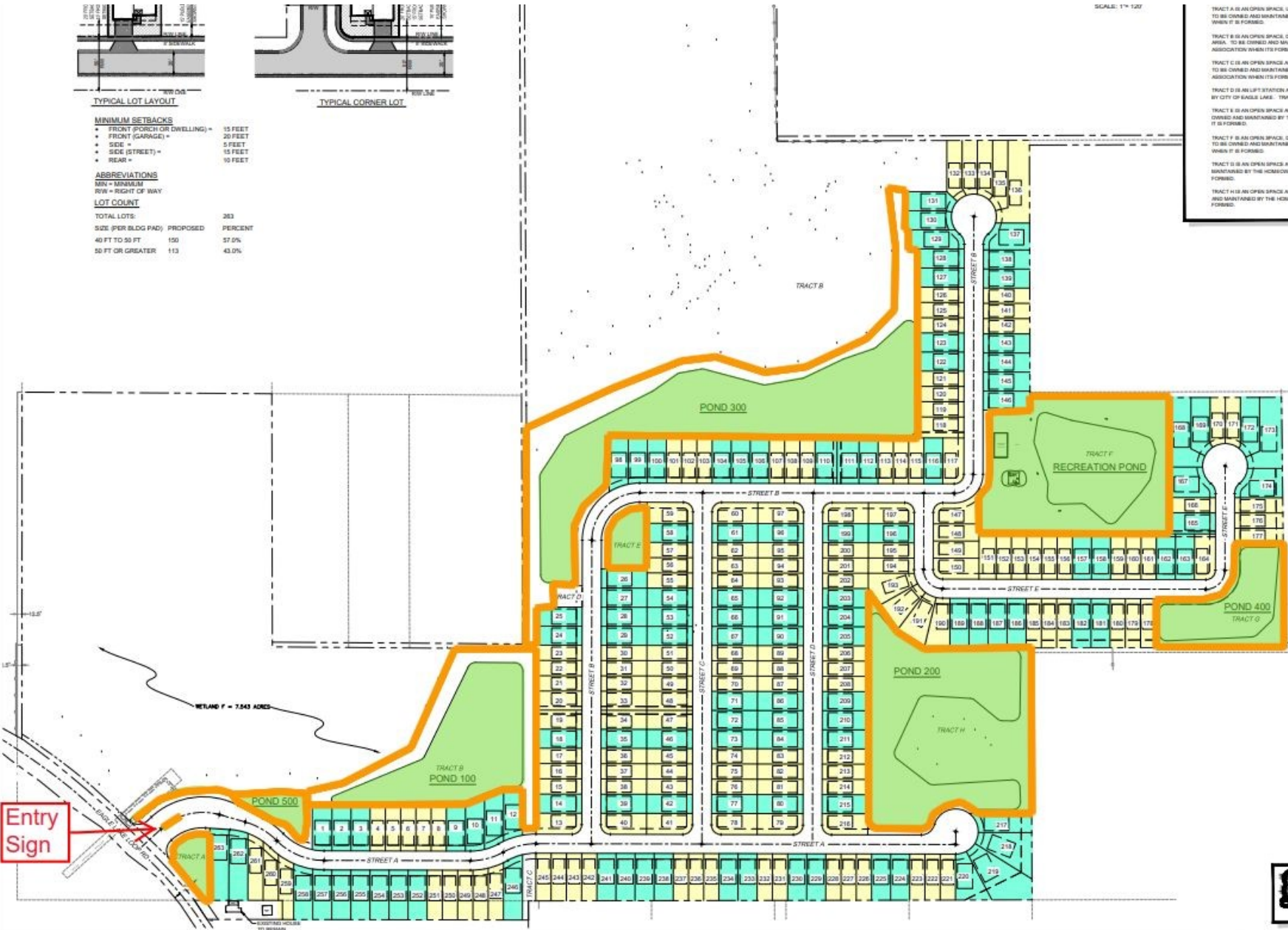
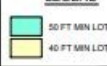
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LEGEND



SECTION (a)

Aquatic Weed Management, Inc.
P.O. Box 1259
Haines City, FL 33845
863-412-1919

Estimate

Date 10/25/2022
Estimate # 1206

| Name / Address |
|---|
| Eagle Hammock CDD 219 E Livingston St Orlando, FL 32801 |

P.O. #
Terms

Due Date 10/25/2022
Other

| Description | Qty | Rate | Total |
|---|-----|--------|----------|
| Monthly pond herbicide maintenance on 7 ponds. Services include treatments for ALL vegetation (emerged, submerged and floating) within the ordinary high water level. Reasonable trash collection included while on site doing scheduled herbicide maintenance. Priced as \$/treatment. | | 700.00 | 700.00 |
| Thank you for your business! | | | |
| Subtotal | | | \$700.00 |
| Sales Tax (0.0%) | | | \$0.00 |
| Total | | | \$700.00 |

waterweed1@aol.com

863-412-1919
863-438-0087

SECTION (b)

Aquatic Management Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called Sitex and Eagle Hammock CDD hereafter called "customer"

Customer: Eagle Hammock CDD
C/O: GMS-Central Florida
Contact: Mr. Jarrett Wright
Address: 219 E. Livingston St. Orlando, FL 32801
Email: cwitherington@unitedlandservices.com
Phone: 813.361.1171

Sitex agrees to provide aquatic management services for a period of 12 months in accordance with the terms and conditions of this agreement in the following sites:

Seven (7) Ponds at the Eagle Hammock Community located in Eagle Lake, FL (see attached map)

Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

- | | |
|--|----------|
| 1. Shoreline Grass and Brush Control | Included |
| 2. Underwater, Floating and Algae Treatment | Included |
| 3. All Services Performed by State Licensed Applicator | Included |
| 4. Treatment Report Issued After Each Visit | Included |
| 5. Use of EPA Regulated Materials Only | Included |
| 6. Algae callback service as needed | Included |

Service shall consist of Twelve(12) treatments a year as needed.

Customer agrees to pay Sitex the following amount during the term of this agreement which shall be 11/01/22 thru 11/01/23 Agreement will automatically renew as per Term and Conditions:

Total Monthly Service Amount: \$640.00
Total 1st year Maintenance Cost: \$7,680.00

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.

Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

Joseph T. Craig

10/25/2022

Accepted By

Date

President, Sitex Aquatics Ilc.

Date

Terms & Conditions

Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated though an addendum.

The Annual Cost will be paid to Sitex in Twelve (12) equal payments, which are due and payable in advance of each month in which the service will be rendered and will be considered late on the 30th of that month. A surcharge of two percent (2%) per month will be added for delinquent payments. The Customer is responsible for any collection or attorney's fees required to collect on this agreement.

This Agreement will be for a twelve (12) month period. This Agreement shall be automatically renewed at the end of the twelve (12) months. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both parties agree that service shall be continuous without interruption.

Additional Services requested by the customer such as trash clean up, physical cutting or paint removal, and other additional services performed will be billed separately at the current hourly equipment and labor rates.

Cancellation by either the Customer or Sitex may terminate the Agreement without cause at any time. Termination shall be by written notice, received by either the customer or Sitex at least thirty (30) days prior to the effective date of the termination.

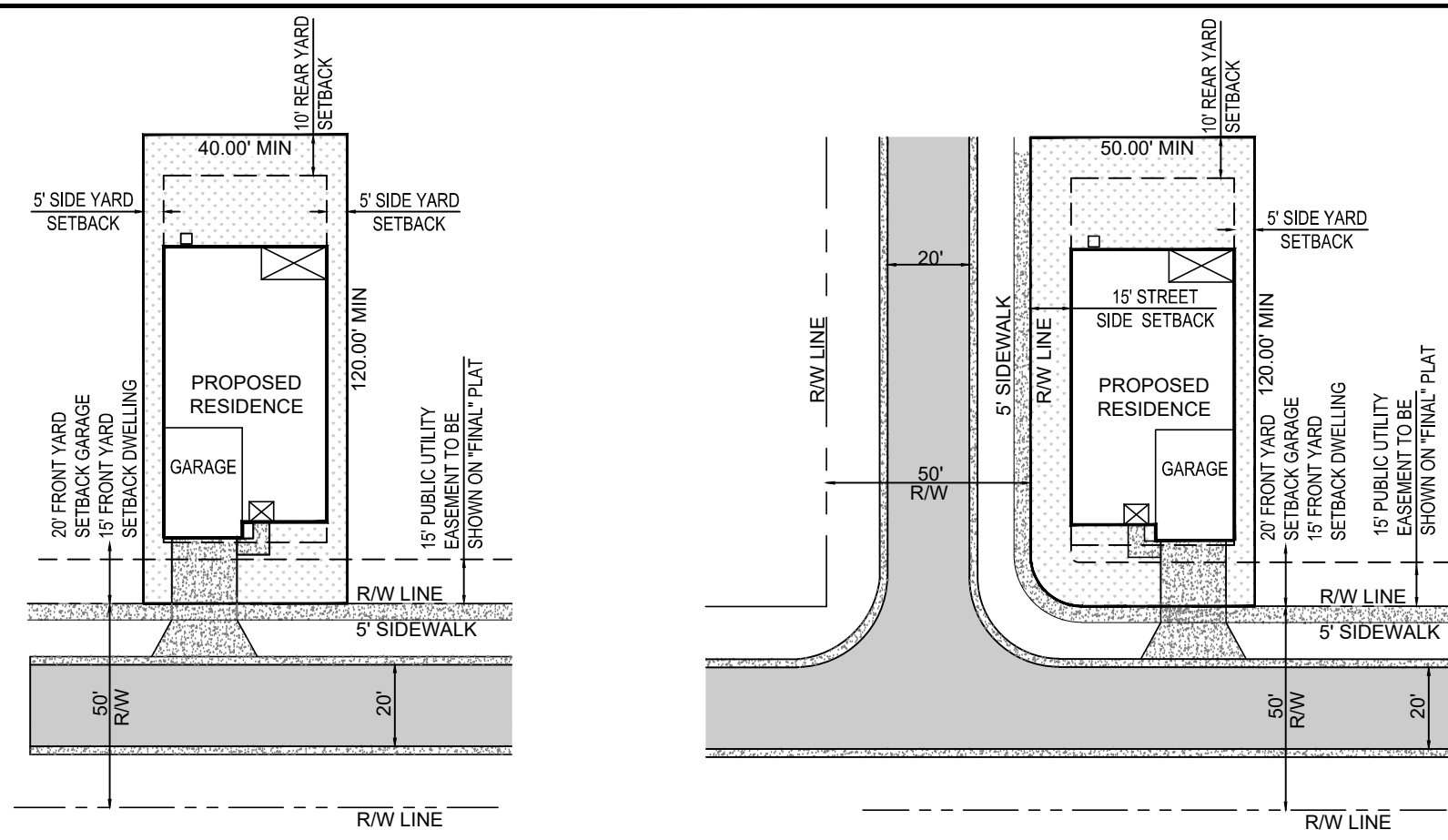
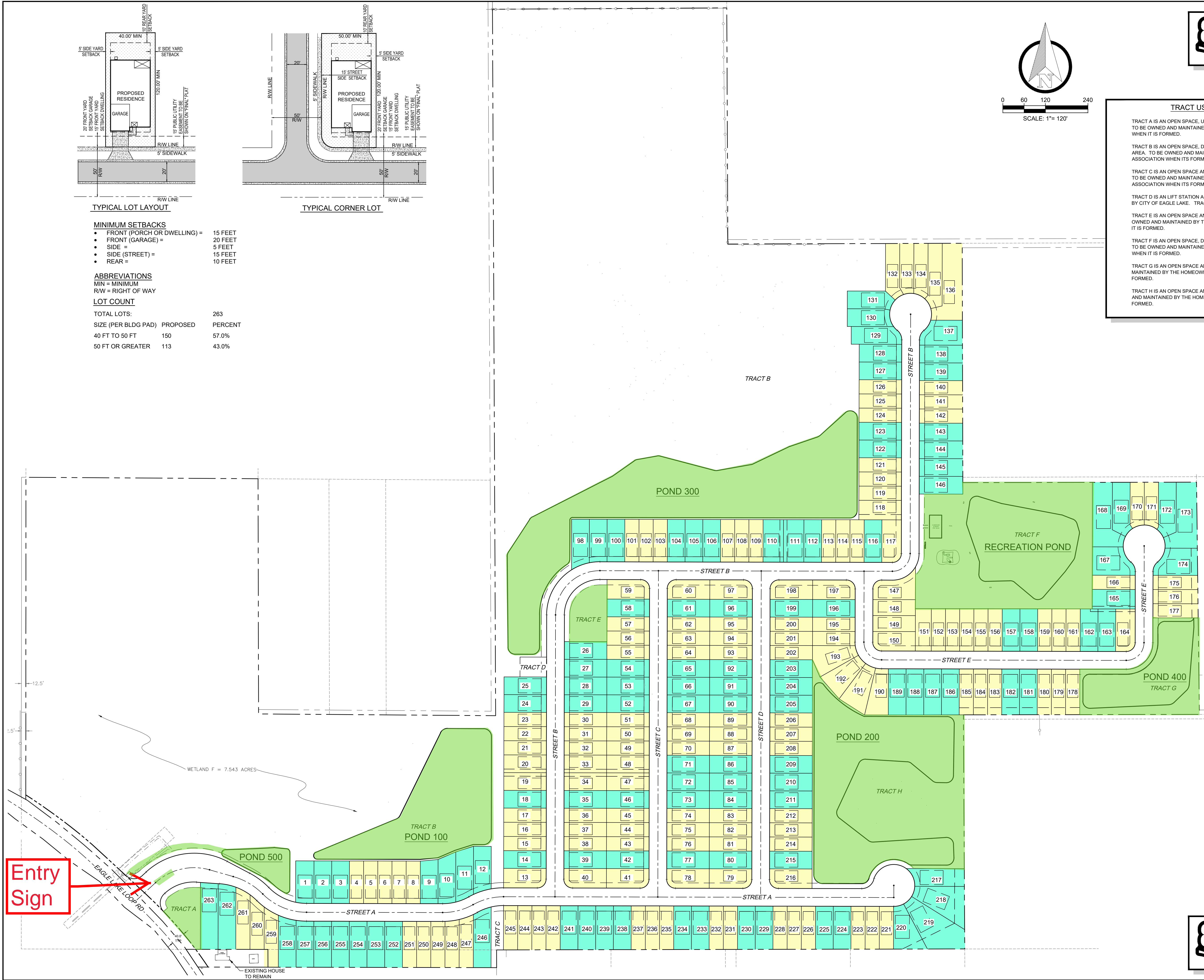
Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. • Sitex agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of Sitex. However, Sitex shall in no event be liable to Customer or other for indirect, special or consequential damage resulting from any cause whatsoever.

It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (Monday-Friday) unless otherwise stipulated.

Sitex shall maintain the following insurance coverage and limits;

- (a) Workman's Compensation with statutory limits;
- (b) Automobile Liability;
- (c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability.

A Certificate of insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage. • This Agreement shall be governed by the laws of the state of Florida.



TYPICAL LOT LAYOUT

TYPICAL CORNER LOT

MINIMUM SETBACKS

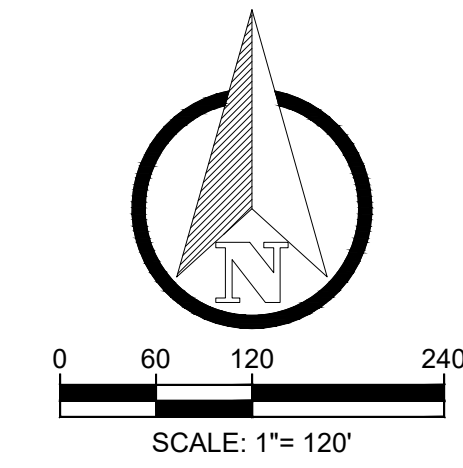
- FRONT (PORCH OR DWELLING) = 15 FEET
- FRONT (GARAGE) = 20 FEET
- SIDE = 5 FEET
- SIDE (STREET) = 15 FEET
- REAR = 10 FEET

ABBREVIATIONS

MIN = MINIMUM
R/W = RIGHT OF WAY

LOT COUNT

| | | |
|---------------------|----------|---------|
| TOTAL LOTS: | | 263 |
| SIZE (PER BLDG PAD) | PROPOSED | PERCENT |
| 40 FT TO 50 FT | 150 | 57.0% |
| 50 FT OR GREATER | 113 | 43.0% |



TRACT USAGE TABLE

TRACT A IS AN OPEN SPACE, UTILITY AND LANDSCAPING/SIGN AREA. TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION WHEN IT IS FORMED.

TRACT B IS AN OPEN SPACE, DRAINAGE, UTILITY AND LANDSCAPING AREA. TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION WHEN ITS FORMED.

TRACT C IS AN OPEN SPACE AND UTILITY TRACT. TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION WHEN ITS FORMED

TRACT D IS AN LIFT STATION AREA. TO BE OWNED AND MAINTAINED BY CITY OF EAGLE LAKE. TRACT TO BE DEDICATED BY PLAT.

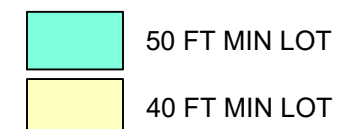
TRACT E IS AN OPEN SPACE AND RECREATIONAL AREA. TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION WHEN IT IS FORMED.

TRACT F IS AN OPEN SPACE, DRAINAGE AND RECREATIONAL AREA. TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION WHEN IT IS FORMED.

TRACT G IS AN OPEN SPACE AND DRAINAGE. TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION WHEN IT IS FORMED.

TRACT H IS AN OPEN SPACE AND DRAINAGE AREA. TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION WHEN IT IS FORMED.

LEGEND



Know what's below.
Call before you dig.

REVISIONS

CITY, SWEDEW, COUNTY, & OWNER
COMMENTS 07.20.2021

| | |
|-----------|--------|
| DRAWN: | RLS |
| DESIGNED: | JS/RLS |
| CHECKED: | RG |



THOUSAND OAKS

1085 EAGLE LAKE LOOP ROAD
EAGLE LAKE, FL 33839

OVERALL GENERAL LOT LAYOUT PLAN

| | |
|----------------|-----------|
| ISSUED FOR | |
| REVIEW | 4.29.2021 |
| BID | 5.06.2021 |
| PERMIT(CITY) | 5.14.2021 |
| PERMIT(WMD) | 5.18.2021 |
| PERMIT(COUNTY) | 5.18.2021 |

NOT AUTHORIZED FOR
CONSTRUCTION WITHOUT
ENGINEER'S ORIGINAL
SEAL & SIGNATURE

RODNEY A. GADD, P.E.
FLA. P.E. No. 70875

DATE

C5.0

PROJECT # 1185.01



Know what's below.
Call before you dig.

SECTION D

SECTION 1

Eagle Hammock
Community Development District

Unaudited Financial Reporting
September 30, 2022



Table of Contents

| | |
|-----|--------------------------|
| 1 | <u>Balance Sheet</u> |
| 2-3 | <u>General Fund</u> |
| 4 | <u>Construction Fund</u> |
| 5 | <u>Month to Month</u> |

Eagle Hammock
Community Development District
Combined Balance Sheet
September 30, 2022

| | <i>General Fund</i> | <i>Debt Service Fund</i> | <i>Capital Projects Fund</i> | <i>Total Governmental Fund</i> |
|---|-------------------------|------------------------------|----------------------------------|------------------------------------|
| Assets: | | | | |
| Operating Account | \$ 15,797 | \$ - | \$ - | \$ 15,797 |
| Due From Developer | \$ 25,000 | \$ - | \$ - | \$ 25,000 |
| Prepaid Items | \$ 10,000 | \$ - | \$ - | \$ 10,000 |
| Investments: | | | | |
| <u>Series 2022</u> | | | | |
| Reserve | \$ - | \$ 127,873 | | \$ 127,873 |
| Revenue | \$ - | \$ 37,086 | \$ - | \$ 37,086 |
| Construction | \$ - | \$ - | \$ 3,393,190 | \$ 3,393,190 |
| Cost of Issuance | \$ - | \$ - | \$ 3,872 | \$ 3,872 |
| Total Assets | \$ 50,797 | \$ 164,959 | \$ 3,397,062 | \$ 3,612,819 |
| Liabilities: | | | | |
| Accounts Payable | \$ 15,423 | \$ - | \$ - | \$ 15,423 |
| Total Liabilities | \$ 15,423 | \$ - | \$ - | \$ 15,423 |
| Fund Balances: | | | | |
| Nonspendable: | | | | |
| Deposits and Prepaid Items | \$ 10,000 | \$ - | \$ - | \$ 10,000 |
| Restricted for: | | | | |
| Debt Service | \$ - | \$ 164,959 | \$ - | \$ 164,959 |
| Capital Projects | \$ - | \$ - | \$ 3,397,062 | \$ 3,397,062 |
| Unassigned | \$ 25,374 | \$ - | \$ - | \$ 25,374 |
| Total Fund Balances | \$ 35,374 | \$ 164,959 | \$ 3,397,062 | \$ 3,597,396 |
| Total Liabilities & Fund Balance | \$ 50,797 | \$ 164,959 | \$ 3,397,062 | \$ 3,612,819 |

Eagle Hammock
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2022

| | Proposed | Prorated Budget | Actual | |
|--|------------------|------------------|------------------|-------------------|
| | Budget | Thru 09/30/22 | Thru 09/30/22 | Variance |
| Revenues | | | | |
| Assessments - Direct | \$ - | \$ - | \$708 | \$ 708 |
| Developer Contributions | \$ 75,516 | \$ 75,516 | \$ 96,729 | \$ 21,213 |
| Total Revenues | \$ 75,516 | \$75,516 | \$97,436 | \$21,920 |
| Expenditures: | | | | |
| <u>General & Administrative:</u> | | | | |
| Supervisor Fees | \$ 7,000 | \$ 7,000 | \$ - | \$ 7,000 |
| Engineering | \$ 8,750 | \$ 8,750 | \$ - | \$ 8,750 |
| Attorney | \$ 14,583 | \$ 14,583 | \$ 14,508 | \$ 75 |
| Dissemination | \$ - | \$ - | \$ 1,250 | \$ (1,250) |
| Management Fees | \$ 20,417 | \$ 20,417 | \$ 19,005 | \$ 1,412 |
| Information Technology | \$ 1,050 | \$ 1,050 | \$ 815 | \$ 235 |
| Website Maintenance | \$ 2,450 | \$ 2,450 | \$ 2,565 | \$ (115) |
| Telephone | \$ 175 | \$ 175 | \$ - | \$ 175 |
| Postage & Delivery | \$ 583 | \$ 583 | \$ 52 | \$ 531 |
| Insurance | \$ 5,000 | \$ 5,000 | \$ 2,849 | \$ 2,151 |
| Copies | \$ 583 | \$ 583 | \$ 4 | \$ 579 |
| Legal Advertising | \$ 10,000 | \$ 10,000 | \$ 14,510 | \$ (4,510) |
| Contingency | \$ 4,000 | \$ 4,000 | \$ - | \$ 4,000 |
| Office Supplies | \$ 365 | \$ 365 | \$ 62 | \$ 303 |
| Travel Per Diem | \$ 385 | \$ 385 | \$ - | \$ 385 |
| Dues, Licenses & Subscriptions | \$ 175 | \$ 175 | \$ 125 | \$ 50 |
| Total General & Administrative: | \$ 75,516 | \$ 75,516 | \$ 55,744 | \$ 19,772 |
| <u>Operation and Maintenance</u> | | | | |
| Field Expenses | | | | |
| Water and Sewer | \$ - | \$ - | \$ 43 | \$ (43) |
| Landscape Maintenance | \$ - | \$ - | \$ 6,275 | \$ (6,275) |
| Total Field Expenditures: | \$ - | \$ - | \$ 6,318 | \$ (6,318) |
| Total Expenditures | \$ 75,516 | \$ 75,516 | \$ 62,062 | \$ 13,454 |
| Excess (Deficiency) of Revenues over Expenditures | \$ - | | \$ 35,374 | |
| Fund Balance - Beginning | \$ - | | \$ - | |
| Fund Balance - Ending | \$ - | | \$ 35,374 | |

Eagle Hammock

Community Development District

Debt Service Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2022

| | Adopted | Prorated Budget | Actual | |
|--|-------------|-----------------|-------------------|-------------------|
| | Budget | Thru 09/30/22 | Thru 09/30/22 | Variance |
| Revenues | | | | |
| Assessments - Direct | \$ - | \$ - | \$ 3,007 | \$ 3,007 |
| Assessments - Lot Closings | \$ - | \$ - | \$ 33,825 | \$ 33,825 |
| Interest | \$ - | \$ - | \$ 254 | \$ 254 |
| Total Revenues | \$ - | \$ - | \$ 37,086 | \$ 37,086 |
| Expenditures: | | | | |
| Interest - 11/01 | \$ - | \$ - | \$ - | \$ - |
| Principal - 05/01 | \$ - | \$ - | \$ - | \$ - |
| Interest - 05/01 | \$ - | \$ - | \$ - | \$ - |
| Total Expenditures | \$ - | \$ - | \$ - | \$ - |
| Excess (Deficiency) of Revenues over Expenditures | \$ - | \$ - | \$ 37,086 | |
| Other Financing Sources/(Uses): | | | | |
| Bond Proceeds | \$ - | \$ - | \$ 127,873 | \$ 127,873 |
| Total Other Financing Sources (Uses) | \$ - | \$ - | \$ 127,873 | \$ 127,873 |
| Net Change in Fund Balance | \$ - | \$ - | \$ 164,959 | |
| Fund Balance - Beginning | \$ - | \$ - | \$ - | |
| Fund Balance - Ending | \$ - | \$ - | \$ 164,959 | |

Eagle Hammock
Community Development District
Construction Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2022

| | Adopted | Prorated Budget | Actual | |
|--|-------------|-----------------|---------------------|---------------------|
| | Budget | Thru 09/30/22 | Thru 09/30/22 | Variance |
| <u>Revenues</u> | | | | |
| Interest | \$ - | \$ - | \$ 9 | \$ 9 |
| Total Revenues | \$ - | \$ - | \$ 9 | \$ 9 |
| <u>Expenditures:</u> | | | | |
| Capital Outlay - Cost of Issuance | \$ - | \$ - | \$ 275,073 | \$ (275,073) |
| Total Expenditures | \$ - | \$ - | \$ 275,073 | \$ (275,073) |
| Excess (Deficiency) of Revenues over Expenditures | \$ - | \$ - | \$ (275,064) | |
| <u>Other Financing Sources/(Uses):</u> | | | | |
| Bond Proceeds | \$ - | \$ - | \$ 3,672,127 | \$ 3,672,127 |
| Total Other Financing Sources (Uses) | \$ - | \$ - | \$ 3,672,127 | \$ 3,672,127 |
| Net Change in Fund Balance | \$ - | \$ - | \$ 3,397,062 | |
| Fund Balance - Beginning | \$ - | \$ - | \$ - | |
| Fund Balance - Ending | \$ - | \$ - | \$ 3,397,062 | |

Eagle Hammock
Community Development District
Month to Month

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Total |
|--|-------------|-------------|-------------|-------------|-------------|----------------|-----------------|----------------|---------------|---------------|-----------------|---------------|---------------|
| Revenues | | | | | | | | | | | | | |
| Assessments - Direct | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 708 | \$ - | 708 |
| Developer Contributions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 35,000 | 25,000 | \$ - | 36,729 | 96,729 |
| Total Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 35,000 | 25,000 | 708 | 36,729 | 97,436 |
| Expenditures: | | | | | | | | | | | | | |
| <u>General & Administrative:</u> | | | | | | | | | | | | | |
| Supervisor Fees | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Engineering | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Attorney | \$ - | \$ - | \$ - | \$ - | \$ - | 2,186 | 3,040 | 1,551 | 2,070 | 2,681 | 2,707 | 273 | 14,508 |
| Annual Audit | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Assessment Administration | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Arbitrage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Dissemination | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 417 | 417 | 417 | 1,250 |
| Trustee Fees | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Management Fees | \$ - | \$ - | \$ - | \$ - | \$ - | 1,505 | 2,917 | 2,917 | 2,917 | 2,917 | 2,917 | 2,917 | 19,005 |
| Information Technology | \$ - | \$ - | \$ - | \$ - | \$ - | 65 | 125 | 125 | 125 | 125 | 125 | 125 | 815 |
| Website Maintenance ** | \$ - | \$ - | \$ - | \$ - | \$ - | 65 | 1,875 | 125 | 125 | 125 | 125 | 125 | 2,565 |
| Telephone | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Postage & Delivery | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 2 | 9 | 22 | \$ - | \$ - | 19 | 52 |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | 2,849 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 2,849 |
| Copies | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 4 | \$ - | \$ - | 4 |
| Legal Advertising | \$ - | \$ - | \$ - | \$ - | \$ - | 331 | 7,013 | 1,997 | \$ - | \$ - | 4,834 | 335 | 14,510 |
| Contingency | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Office Supplies | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 3 | 0 | 3 | 46 | 5 | 5 | 62 |
| Travel Per Diem | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Dues, Licenses & Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | 125 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 125 |
| Total General & Administrative: | \$ - | \$ - | \$ - | \$ - | \$ - | 7,125 | 14,974 | 6,725 | 5,262 | 6,314 | 11,129 | 4,216 | 55,744 |
| <u>Operation and Maintenance</u> | | | | | | | | | | | | | |
| Field Expenses | | | | | | | | | | | | | |
| Water and Sewer | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 43 | 43 |
| Landscape Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 6,275 | 6,275 |
| Total Field Expenditures: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 6,318 | 6,318 |
| Total Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | 7,125 | 14,974 | 6,725 | 5,262 | 6,314 | 11,129 | 10,534 | 62,062 |
| Excess (Deficiency) of Revenues over Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | (7,125) | (14,974) | (6,725) | 29,738 | 18,686 | (10,421) | 26,195 | 35,374 |

Audit Committee Meeting

SECTION III

SECTION A

**EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Year 2022
Polk County, Florida**

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than **Wednesday, February 1, 2023 at 5:00 p.m.**, at the offices of Governmental Management Services – Central Florida, LLC, Attn: Jill Burns/Samantha Hoxie, District Manager, 219 East Livingston Street, Orlando, Florida 32801. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified, and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) original hard copy and one (1) electronic copy of the Proposal Documents, and other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title “**Auditing Services – Eagle Hammock Community Development District**” on the face of it.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include résumés for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including résumés with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal for Fiscal Year 2022, plus the lump sum cost of four (4) annual renewals.
- E. Provide a proposed schedule for performance of the audit.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT AUDITOR SELECTION EVALUATION CRITERIA

1. *Ability of Personnel.*

(20 Points)

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)

2. *Proposer's Experience.*

(20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other community development districts in other contracts; character, integrity, reputation of Proposer, etc.)

3. *Understanding of Scope of Work.*

(20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Ability to Furnish the Required Services.*

(20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. *Price.*

(20 Points)

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

TOTAL

(100 Points)

SECTION B

**EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Eagle Hammock Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2022, with an option for four (4) additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in the City of Eagle Lake, Polk County, Florida. The District currently has an operating budget of approximately \$401,757. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2022, be completed no later than June 1, 2023.

Each auditing entity submitting a proposal must be authorized to do business in Florida; hold all applicable state and federal professional licenses in good standing, including but not limited to a license under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards", as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida law and particularly section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) original hard copy and one (1) electronic copy of their proposal to Governmental Management Services – Central Florida, LLC Attn: Jill Burns/Samantha Hoxie, District Manager/Staff, 219 East Livingston Street, Orlando, Florida 32801, in an envelope marked on the outside "**Auditing Services – Eagle Hammock Community Development District.**"

Proposals must be received by **5:00 PM on Wednesday, February 1, 2023**, at the office address listed above. Proposals received after this time will not be eligible for consideration. Please direct all questions regarding this Notice to the District Manager who can be reached at (407) 841-5524.

Jill Burns, District Manager
Governmental Management Services – Central Florida, LLC

Run Date: **Wednesday, January 4, 2022**