

***CORY LAKES  
COMMUNITY DEVELOPMENT DISTRICT***

***Advanced Meeting Package***

***Regular Meeting***

***Date/Time:  
Thursday, December 21, 2023  
6:00 P.M.***

***Location:  
Cory Lake Beach Club  
10441 Cory Lake Drive  
Tampa, Florida 33647***

***Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval, or adoption.***

# **Cory Lakes Community Development District**

**c/o Breeze  
1540 International Parkway, Suite 2000  
Lake Mary, FL 32745  
813-564-7847**

Board of Supervisors  
**Cory Lakes Community Development District**

Dear Supervisors:

A Meeting of the Board of Supervisors of the Cory Lakes Community Development District is scheduled for **Thursday, December 21, 2023, at 6:00 P.M.** at the **Cory Lake Beach Club, 10441 Cory Lake Drive, Tampa, Florida 33647.**

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The agenda items are for immediate business purposes and for the health and safety of the community. Staff will present any reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

*Larry Krause*

Larry Krause  
District Manager  
813-565-4663

CC: Attorney  
Engineer  
District Records

**District:** CORY LAKES COMMUNITY DEVELOPMENT DISTRICT

**Date of Meeting:** Thursday, December 21, 2023

**Time:** 6:00 P.M.

**Location:** Cory Lake Beach Club  
10441 Cory Lake Drive  
Tampa, Florida 33647

**Zoom:**

<https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09>

**Dial In:** +1-305-224-1968

**Meeting ID:** 837 3143 1918

**Passcode:** 123456

**Mute/Unmute:** \*6

## *Agenda*

*For the full agenda packet, please contact [Larry@breezehome.com](mailto:Larry@breezehome.com)*

**I. Call to Order / Roll Call / Pledge of Allegiance**

**II. Chairman's Opening Comments**

**III. Other Supervisors' Opening Comments**

**IV. Audience Comments** – *(limited to 3 minutes per individual on agenda items)*

**V. Financial Items**

A. Acceptance of the October 2023 Unaudited Financial Statement

**Exhibit 1**

B. Consideration / Acceptance of the Audit Committee's  
Recommendation for Auditor Services

**VI. Vendor Updates**

A. Envera

B. Landscape Maintenance Professionals (LMP)

1. LMP Contract: 11/22/2019

**Exhibit 2**

2. LMP Contract: 2/1/2023

**Exhibit 3**

3. Discussion on Fuel Surcharge

**Exhibit 4**

C. Allied Universal

1. Updated Proposals

**Exhibit 5**

**VII. Business Items**

A. Access Central Barrier Arm Proposal for Cross Creek - \$7,082.14 –  
*this item previously presented*

**Exhibit 6**

- B. UPDATE: Special Meeting between CLI POA & CDD, re: [Exhibit 7](#)  
Community Covenants & Bylaws - Setting a Meeting Date – *this item previously presented*
- C. Discussion: Changing District Rules to Policies – *this item previously presented*
- D. Discussion: Billable Hours by Attorney
- E. Discussion: MJS Tennis and Sports Proposal for Basketball Classes
- F. Discussion: Review of all Forms Currently Used by CDD Office for the Use and Rental of the Beach Club (BC)
  - 1. BC 2 Hour Usage Agreement [Exhibit 8](#)
  - 2. BC 2 or 6 Hour Rental Agreement [Exhibit 9](#)
  - 3. BC Rental Office Assistant & Party Attendant Checklists [Exhibit 10](#)
  - 4. BC Access and Use Agreement for Fingerprints [Exhibit 11](#)
  - 5. BC Risk and Liability Waiver [Exhibit 12](#)
- G. Discussion: Review of District Rules and Regulations Currently posted on the CDD website [Exhibit 13](#)
- H. Discussion: Insurance Letter Regarding Allowing Parking at the Morris Bridge Entrance [Exhibit 14](#)

**VIII. Approval of Minutes**

- A. Board of Supervisors: November 7, 2023, Special Budget Meeting
  - 1. Summary of Motions [Exhibit 15](#)
  - 2. Special Budget Meeting [Exhibit 16](#)
- B. Board of Supervisors: November 16, 2023, Regular Meeting
  - 1. Summary of Motions [Exhibit 17](#)
  - 2. Regular Meeting [Exhibit 18](#)
  - 3. Action/Agenda or Completed Items [Exhibit 19](#)

**IX. Staff Reports**

- A. District Engineer: Johnson Engineering, Inc.
- B. Office Administrator – Dominique Green
  - 1. December 2023 OA Report [Exhibit 20](#)
- C. Facilities Manager: John Hall

1. December 2023 Activity Report [Exhibit 21](#)
2. OLM Landscape Inspection Report for December 2023 [Exhibit 22](#)
3. Monthly Landscape Maintenance Inspection Grade Sheet –  
December 2023 [Exhibit 23](#)

D. District Counsel: Straley Robin Vericker, P.A.

1. Defamation Email [Exhibit 24](#)
2. Recommendation for District Employee Liaison [Exhibit 25](#)

E. District Manager: BREEZE

1. FY 2023-2024 Meeting Schedule - UPDATED [Exhibit 26](#)
2. Quorum Check for Next Meeting – January 18, 2024, at 6 p.m.

**X. Audience Comments – New Business** – *(limited to 3 minutes per individual)*

**XI. Supervisor Requests**

**XII. Adjournment**

# **Cory Lakes**

## **Community Development District**

# **EXHIBIT**

# **1**

**AGENDA**

**Cory Lakes  
Community Development District**

**Financial Statements  
(Unaudited)**

**October 31, 2023**

**CORY LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
OCTOBER 31, 2023**

	<u>GENERAL FUND</u>	<u>DEBT SERVICE 2013</u>	<u>DEBT SERVICE 2013A1</u>	<u>SERIES 2017 NOTE</u>	<u>TOTAL GOVERNMENTA FUNDS</u>
<b>ASSETS</b>					
Operating account					
Iberia - operating account	\$ 10,404	\$ -	\$ -	\$ -	\$ 10,404
Iberia - debit card	2,856	-	-	-	2,856
Suntrust - operating account-2700	39,534	-	-	-	39,534
Suntrust - operating account-2321	67,568	-	-	-	67,568
Suntrust - debit card	8,163	-	-	-	8,163
MMK account	506,395	-	-	-	506,395
Investments					
Revenue	-	42,556	3,271	18,565	64,392
Reserve	-	135,476	-	10,002	145,477
Prepayment	-	-	11	-	11
Undeposited funds	-	-	-	-	-
Due from other	3,918	-	-	-	3,918
Due from other funds					
Debt service fund - series 2013 A-1	-	-	40,150	-	40,150
General fund	-	3	3	-	6
Retainer	-	-	-	-	-
Assessment receivable	2,426,952	-	-	-	2,426,952
Accounts receivable	1,913	-	-	-	1,913
Prepays	32,815	-	-	-	32,815
Deposits	23,154	-	-	-	23,154
Total assets	<u>\$ 3,123,672</u>	<u>\$ 178,035</u>	<u>\$ 43,435</u>	<u>\$ 28,566</u>	<u>\$ 3,373,707</u>
<b>LIABILITIES</b>					
Liabilities:					
Accounts payable	\$ 61,644	\$ -	\$ -	\$ -	\$ 61,644
Accrued expenses payable	-	-	-	-	-
Due to other funds	-	175	-	-	175
Deferred revenue-On roll assessments	2,426,952	-	-	-	2,426,952
Debt service fund - series 2013 A-1	6	40,150	-	-	40,155
Other payables	-	-	-	-	-
Rental deposits	4,714	-	-	-	4,714
JSAPP deposit	-	-	-	-	-
Total liabilities	<u>2,493,316</u>	<u>40,325</u>	<u>-</u>	<u>-</u>	<u>2,533,640</u>
<b>FUND BALANCES</b>					
Nonspendable	55,969	-	-	-	55,969
Restricted for	-	-	-	-	-
Debt service	-	137,501	43,435	28,566	209,501
Assigned	-	210	-	-	210
Working capital	214,387	-	-	-	214,387
Assigned	360,000	-	-	-	360,000
Unassigned	-	-	-	-	-
Total fund balances	<u>630,356</u>	<u>137,711</u>	<u>43,435</u>	<u>28,566</u>	<u>840,068</u>
Total liabilities and fund balances	<u>\$ 3,123,672</u>	<u>\$ 178,035</u>	<u>\$ 43,435</u>	<u>\$ 28,566</u>	<u>\$ 3,373,707</u>



**CORY LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
GENERAL FUND  
FOR THE PERIOD BEGINNING OCTOBER 1, 2023 THROUGH OCTOBER 31, 2023**

	<b>FY 2024 ADOPTED BUDGET</b>	<b>YTD BUDGET</b>	<b>YTD ACTUAL</b>	<b>YTD VARIANCE FAV (UNFAV)</b>
<b>REVENUES</b>				
Assessment levy: net of discounts	\$ 2,478,590	\$ -	\$ -	\$ -
Interest and miscellaneous	43,712	3,643	2,086	(1,557)
Transfer of cash from closed debt service accounts	28,556	2,380	-	(2,380)
Total revenues	<u>2,550,858</u>	<u>6,022</u>	<u>2,086</u>	<u>(3,937)</u>
<b>EXPENDITURES</b>				
<b>Professional &amp; admin</b>				
Supervisors	12,000	1,000	738	262
Payroll services	600	50	-	50
Payroll taxes - FICA	1,225	102	153	(51)
Payroll taxes - unemployment	-	-	-	-
District management	70,000	5,833	5,938	(105)
Assessment roll preparation	-	-	-	-
Bond amortization schedule fee	-	-	-	-
Disclosure report	-	-	-	-
Trustee	7,750	646	-	646
Audit	6,400	533	-	533
Arbitrage rebate calculation	2,500	208	-	208
Legal - general counsel	15,000	1,250	-	1,250
Engineering	15,000	1,250	-	1,250
Insurance: general liability & public officials	40,500	40,500	51,459	(10,959)
Insurance: worker's compensation	5,500	5,500	3,799	1,701
Legal advertising and Sunshine Board	1,500	125	1,048	(923)
Bank fees	1,500	125	110	15
Credit card discount	200	17	-	17
Dues & licenses	175	175	175	-
Postage	2,000	167	-	167
Office supplies	-	-	-	-
Tax collector	103,275	8,606	29	8,577
Contingencies	2,000	167	-	167
COI	-	-	-	-
Total Administrative	<u>287,125</u>	<u>66,254</u>	<u>63,449</u>	<u>2,805</u>

**CORY LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
GENERAL FUND  
FOR THE PERIOD BEGINNING OCTOBER 1, 2023 THROUGH OCTOBER 31, 2023**

	<b>FY 2024 ADOPTED BUDGET</b>	<b>YTD BUDGET</b>	<b>YTD ACTUAL</b>	<b>YTD VARIANCE FAV (UNFAV)</b>
<b>Field Operations</b>				
Utilities				
Communication	33,896	2,825	3,703	(878)
Website	705	137,501	-	137,501
ADA website compliance	210	210	210	-
Streetlights	241,863	20,155	21,969	(1,814)
Electricity	82,593	6,883	8,818	(1,935)
Propane	400	33	-	33
Water, sewer & irrigation	24,975	2,081	1,294	787
Solid waste removal	9,439	787	754	32
Sewer lift stations	5,032	419	2,970	(2,551)
Total Utilities	399,113	170,894	39,719	131,175
<b>Security operations</b>				
Security staffing contract services	347,923	28,994	28,932	62
Rover Service - 8 hour service - 7 days a week	90,854	7,571	7,038	533
Contractual virtual guard	59,000	4,917	4,255	662
Off-duty policing	16,000	1,333	-	1,333
Total Utilities	513,777	42,815	40,225	2,590
<b>Field office administration</b>				
Field Manager	67,295	5,608	5,575	33
Assistant Field Manager	6,515	543	165	378
Office administrator	62,595	5,216	3,924	1,292
Payroll taxes	15,000	1,250	877	373
Seasonal decorations	60,000	5,000	-	5,000
Beach club office equipment	4,500	375	74	301
Beach club office supplies	4,500	375	159	216
Beach club gym supplies	18,100	1,508	1,106	402
Guard office equipment	1,000	83	-	83
Guard office supplies	1,500	125	-	125
Community events supplies	14,272	1,189	-	1,189
Pool & beach club attendants	26,000	2,167	1,914	253
Miscellaneous field expense-reserve study	7,340	612	-	612
Total Field office administration	288,617	24,051	13,794	10,257

**CORY LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
GENERAL FUND  
FOR THE PERIOD BEGINNING OCTOBER 1, 2023 THROUGH OCTOBER 31, 2023**

	<b>FY 2024 ADOPTED BUDGET</b>	<b>YTD BUDGET</b>	<b>YTD ACTUAL</b>	<b>YTD VARIANCE FAV (UNFAV)</b>
<b>Landscape Maintenance</b>				
Landscaping	343,885	28,657	27,944	713
Mulch	50,000	4,167	-	4,167
Landscape review contract	3,000	1,000	1,000	-
Beach sand	6,000	500	-	500
Annuals & seasonal plant installation	7,500	625	-	625
Plant replacement	15,000	1,250	-	1,250
Sod replacement	5,000	417	-	417
Well maintenance - irrigation	3,000	250	-	250
Irrigation - maintenance	7,500	625	65	560
Tree removal, replacement and maintenance	20,000	1,667	-	1,667
Lake & pond maintenance	55,640	4,637	3,922	715
Total Landscape maintenace	<u>516,525</u>	<u>43,794</u>	<u>32,931</u>	<u>10,863</u>
<b>Facilities maintenance</b>				
Outside maintenance	49,815	4,151	-	4,151
Capital reinvestment note 2022 repayment	154,000	12,833	-	12,833
Car and cart repairs and maintenance	6,000	500	1,235	(735)
Rentals and leases	9,200	767	-	767
Cleaning	20,000	1,667	1,430	237
Pest control	1,800	150	325	(175)
Security gate maintenance & repair	5,000	417	65	352
Security gate maintenance & repair - Cachet	2,500	208	-	208
Monuments & signs	5,000	417	-	417
Fountains	7,000	583	-	583
Storm water drainage	35,000	2,917	-	2,917
Recreation equipment maintenance & repair	15,000	1,250	1,754	(504)
Building equipment maintenance & repair	15,000	1,250	2,470	(1,220)
Pressure washing	7,500	625	-	625
Paver, streets and sidewalk repairs, cleaning	55,000	35,000	35,000	-
Total Facilities maintenace	<u>387,815</u>	<u>62,735</u>	<u>42,279</u>	<u>20,456</u>
<b>Facilities maintenance (pool)</b>				
Pool maintenance	21,000	1,750	1,725	25
Pool repairs	7,000	583	-	583
Pool heater utilities	8,000	667	108	559
Pool permit	575	48	-	48
Total Facilities maintenace (pool)	<u>36,575</u>	<u>3,048</u>	<u>1,833</u>	<u>1,215</u>
Total Field operations	<u>2,142,422</u>	<u>347,336</u>	<u>170,780</u>	<u>176,556</u>

**CORY LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
GENERAL FUND  
FOR THE PERIOD BEGINNING OCTOBER 1, 2023 THROUGH OCTOBER 31, 2023**

	<b>FY 2024 ADOPTED BUDGET</b>	<b>YTD BUDGET</b>	<b>YTD ACTUAL</b>	<b>YTD VARIANCE FAV (UNFAV)</b>
<b>Infrastructure reinvestment</b>				
Capital improvement program				
Capital outlay	-	-	-	-
Total Infrastructure reinvestment	-	-	-	-
Total expenditures	2,429,547	413,590	234,229	179,362
<b>Increase in fund balance</b>				
Increase in fund balance - Weir project	53,784	4,482	-	(4,482)
Increase in fund balance - Operating capital	67,527	5,627	-	(5,627)
Total Infrastructure reinvestment	121,311	10,109	-	(5,627)
Excess/(deficiency) of revenues over/(under)	-	(417,677)	(232,143)	169,798
Fund balance - beginning (unaudited)	1,004,835	1,004,835	862,500	142,335
Fund balance - ending	<u>\$ 1,004,835</u>	<u>\$ 1,004,835</u>	<u>\$ 630,356</u>	<u>\$ (374,479)</u>

**CORY LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
DEBT SERVICES FUND SERIES 2013  
FOR THE PERIOD BEGINNING OCTOBER 1, 2023 THROUGH OCTOBER 31, 2023**

	<b>FY 2024 ADOPTED BUDGET</b>	<b>YTD BUDGET</b>	<b>YTD ACTUAL</b>	<b>YTD VARIANCE FAV (UNFAV)</b>
<b>REVENUES</b>				
Assessment levy: net of discounts	\$ 104,009	\$ -	\$ -	\$ -
Interest	-	-	719	719
Total revenues	<u>104,009</u>	<u>-</u>	<u>719</u>	<u>719</u>
<b>EXPENDITURES</b>				
<b>Debt Service</b>				
Principal	30,000	2,500	-	2,500
Principal prepayment	-	-	-	-
Interest	69,675	5,806	-	5,806
Total debt service	<u>99,675</u>	<u>8,306</u>	<u>-</u>	<u>8,306</u>
<b>Other fees &amp; charges</b>				
Tax collector	4,334	361	-	361
Total other fees & charges	4,334	361	-	361
Total expenditures	<u>104,009</u>	<u>8,667</u>	<u>-</u>	<u>8,667</u>
Excess/(deficiency) of revenues over/(under)	-	(8,667)	719	9,387
	\$ 1,913			
Fund balance - beginning (unaudited)	167,795	167,795	137,166	30,629
Fund balance - ending	<u>\$ 169,708</u>	<u>\$ 159,128</u>	<u>\$ 137,886</u>	<u>\$ (21,242)</u>

**CORY LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
DEBT SERVICES FUND SERIES 2013 A1  
FOR THE PERIOD BEGINNING OCTOBER 1, 2023 THROUGH OCTOBER 31, 2023**

	<b>FY 2023 ADOPTED BUDGET</b>	<b>YTD BUDGET</b>	<b>YTD ACTUAL</b>	<b>YTD VARIANCE FAV (UNFAV)</b>
<b>REVENUES</b>				
Assessment levy: net of discounts	\$ -	\$ -	\$ -	\$ -
Interest	-	-	13	13
Total revenues	<u>-</u>	<u>-</u>	<u>13</u>	<u>13</u>
<b>EXPENDITURES</b>				
<b>Debt Service</b>				
Principal	-	-	-	-
Principal prepayment	-	-	-	-
Interest	-	-	-	-
Total debt service	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Other fees &amp; charges</b>				
Tax collector	-	-	-	-
Total other fees & charges	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under)	<u>-</u>	<u>-</u>	<u>13</u>	<u>13</u>
	1,912.74			
Fund balance - beginning (unaudited)	-	-	43,421	(43,421)
Fund balance - ending	<u>\$ 1,914</u>	<u>\$ -</u>	<u>\$ 43,435</u>	<u>\$ 43,435</u>

**CORY LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
PERIOD BEGINNING OCTOBER 1, 2023 THROUGH OCTOBER  
DEBT SERVICES FUND SERIES 2017 NOTE  
FOR THE PERIOD ENDING AUGUST 31, 2023**

	<b>YTD ACTUAL</b>
<b>REVENUES</b>	
Interest and miscellaneous income	\$ 1
Total revenues	1
<b>EXPENDITURES</b>	
<b>Debt Service</b>	
Total debt service	-
Excess/(deficiency) of revenues over/(under)	1
Fund balance - beginning (unaudited)	28,565
Fund balance - ending	\$ 28,566

**Cory Lakes**  
**Operating Account - Bank Reconciliation**  
**October 31, 2023**

		<u>Operating Acct (BU )</u>
<i>Balance Per Bank Statements</i>	\$	90,347.91
Plus: Deposits In Transit		150.00
Less: Outstanding Checks		(22,930.39)
Less: Restricted cash in operating account		
 <i>Adjusted Bank Balance</i>	 \$	 <u><u>67,567.52</u></u>
 <i>Beginning Balance Per Books</i>	 \$	 116,863.51
Cash Deposits & Credits		262,214.78
Cash Disbursements & Transfers		(311,510.77)
 <i>Balance Per Books</i>	 \$	 <u><u>67,567.52</u></u>



# **Cory Lakes**

**Community Development District**

# **EXHIBIT**

# **2**

**AGENDA**

**CORY LAKES CDD  
LANDSCAPE MAINTENANCE AGREEMENT**

1-1 *JK*

## EXTERIOR LANDSCAPE MAINTENANCE SERVICE AGREEMENT

This Service Agreement is made and entered into this 22<sup>nd</sup> day of NOVEMBER, 2019, by and between the District, Cory Lakes Community Development District (referred to herein as "District" and "Cory Lakes CDD") located at 10441 Cory Lake Drive Tampa, FL 33647 and Landscape Maintenance Professionals, Inc. ("Contractor") located at 13050 E. US HWY 92; Dover, FL 33527 being collectively referred to as the "Parties". District's property to be maintained by Contractor is located in Tampa, Florida.

### ARTICLE ONE – STATEMENT OF INTENT

Contractor is hereby made aware that the District Manager, Development Planning & Financing Group, Inc. ("District Manager") and the Landscape Maintenance Consultants, OLM, INC., ("Consultant") anticipate that the landscape maintenance at this site shall be of the very highest quality. All work to be performed (the "Work") within the scope of the Specifications (defined below) shall be strictly managed, executed, and performed by experienced personnel. It is the District's intent to have a dedicated project manager and crew based at Cory Lake Isles to provide the services required under this Agreement.

### ARTICLE TWO – SCOPE OF WORK

The Landscape Maintenance Services (as defined in the Service Agreement – Exhibit "A", "Service Description and Specifications", hereinafter referred to as the "Specifications") will be performed by the Contractor. These Specifications include the complete care and guarantee, as defined within the Specifications of all planted trees, plants, groundcovers, and lawn areas within the limits of the Work area of Cory Lakes CDD, in Tampa, FL. In addition to the required maintenance work, the contractor is expected to make regular recommendations to upgrade or enhance the landscaping of Cory Lake Isles to "resort quality" appearance.

Contractor shall provide all materials, equipment, and labor required and/or inferred to perform all tasks identified to the Specifications and frequencies described in Exhibit "A".

District, Facility Manager and/or District Manager 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 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 which, in the opinion of the Consultant and/or District and/or District Manager, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.

II-1  
*[Signature]*

By executing this Service Agreement, Contractor represents that he has examined carefully all of the contract documents acquainted with the premises where the Work is to be performed and all conditions relevant to the Work, and has made all evaluations and investigations necessary to a full understanding of any difficulties that may be encountered in performing the Work. Contractor acknowledges that the contract 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, Facility Manager and/or District Manager in writing of any conditions beyond the control of the Contractor or Scope of Work of these Specifications that 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 that continually hold water.
- c. Areas of the site that are consistently too dry.
- d. Areas of the site that require immediate maintenance or repair.

Contractor shall list any such items on the Weekly Maintenance Worksheet (Service Agreement – Exhibit “D”) along with recommend 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 hereby indemnify, defend and save District, District Manager, and Consultant as well as all of their agents, employees, officers, directors, Supervisors, successors and assigns harmless from any and all expenses, costs, claims, actions, damages, losses and liabilities of every kind including, but not limited to, consequential and punitive damages, costs and attorneys’ fees irrespective of the theory upon which based including, but not limited to, negligence and strict liability, arising in any manner whatsoever from or out of Contractor’s presence at the Site for any purpose, including, but not limited to, performing Work under this Agreement whether by Contractor or its subcontractors, agents, invitees, employees, officers, directors, successors and assigns and arising out of the Site or the condition, operation Districtship, 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.

Contractor further indemnifies and holds District, District Manager, and Consultant harmless from and against all expenses, costs, claims, actions, damages, losses and liabilities of every kind (including, but not limited to, consequential and punitive damages, costs and attorneys’ fees) for damages and injury to persons (including death) or property caused in whole or in part by any act, omission, negligence, willful or criminal misconduct, or fault of Contractor (its subcontractor, agents, invitees, employees, officers, directors, successors and assigns). In defense of all such claims, actions, damages, losses and liabilities, the District, District Manager, and Consultant shall each have the absolute right to select legal counsel of their own choice and Contractor shall be responsible for payment of all reasonable attorneys’ fees incurred by or on behalf of the District, District Manager, or Consultant in each such case. Contractor’s obligation to indemnify and defend District, District Manager, and Consultant hereunder is absolute, including instances where District,

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District Manager, and Consultant are found potentially liable, responsible or at fault and in those instances where District, District Manager, and Consultant's own negligence or actions may have caused the damage or injury in part. Notwithstanding the above, Contractor shall not be required to indemnify and defend District, District Manager, and Consultant for damages found by a Court to have been caused solely by District, District Manager, or Consultant's gross negligence or the willful, wanton or intentional misconduct of District, District Manager, and Consultant or their employees, officers, directors, successors and assigns. The provisions of this Section shall survive the expiration or earlier termination of this Service Agreement.

**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, District Manager, and Consultant against all claims or liens filed by Contractor, its subcontractors, laborers or material suppliers.

Any Notice to Districts, if filed, by subcontractors will be administrated by the Board Attorney for response. The Contractor may be assessed legal fees incurred to administrate this 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 ("OSHA"). Contractor shall take precautions at all times to protect any persons and property related or affected by Contractor's Work under this Service Agreement, utilizing employee personal protective equipment, D.O.T. approved safety equipment such as bright vests, traffic cones, etc.

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. The Contractor is to conduct daily safety briefings with employees and subcontractors.

### 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 or 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 subcontractor or by anyone directly or indirectly employed by any of them.

During the life of this Service Agreement, Contractor shall at all times maintain insurance policies and coverage as required by this Section, and promptly pay all premiums due thereon. At the time of execution of this Service Agreement, the Contractor shall deliver to the District and District Manager certificates of insurance setting forth the required coverages from companies acceptable to the District and District Manager. The certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed without 30 days prior written notice to the District and District Manager.

Insurance shall be provided with a per occurrence limit of \$2,000,000 in each of three policies as follows:

1. Comprehensive General Liability Insurance, including products and completed operations. The District, District Manager, individual Supervisors, and Consultant shall be named as additional insureds.
  2. Comprehensive Auto Liability Insurance. The District, District Manager, and individual Supervisors shall be named as an additional insureds.
  3. Contractual Liability Insurance. The District, District Manager, and individual Supervisors 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 with an A.M. Best rating of at least A- and acceptable to District. Insurance provided by out-of-state re-insurers shall not be acceptable.

**ARTICLE FOUR – PAYMENT**

Payments by District and/or District Manager to Contractor for Work performed shall be based on the dollar amounts described in Categories A and B from the Summary Bid Form comprise the Base Payment amount which is paid monthly and described in 4.2 and 4.3.

Category A - Landscape Maintenance Total	<u>\$343,165.00</u>
Category B - Seasonal Color/Perennial Maintenance Total	<u>\$720.00</u>
Category C - Seasonal Plant Installation Total	<u>\$4,080.00</u>
Category D - Mulch Total	<u>\$59,400.00</u>
<b>FIRST YEAR TOTAL CONTRACT PRICE</b>	<u><b>\$407,365.00</b></u>
<i>Second Year Total Contract Price</i>	<u><i>\$407,365.00</i></u>
<i>Third Year Total Contract Price</i>	<u><i>\$407,365.00</i></u>

- 4.1 Payment for Landscape Maintenance (Category A) and Seasonal Color/Perennial Maintenance (Category B), from the Summary Bid Form (see Service Agreement – Exhibit “B”), will be based on 12 equal monthly payments.
- 4.2 Contractor shall submit to the District and/or District Manager an invoice based upon the unit price schedule for Categories A and B from the Summary Bid Form (Exhibit “B”) and a detailed statement of all services rendered to the District and/or District Manager by the Contractor in the preceding month. Within 30 days of receipt of said invoice and statement, the District and/or District Manager shall remit to the Contractor seventy-five percent (75%) of the "Base Payment", or \$21,492.81, (referred to below as "Base Payment Fixed Amount").
- 4.3 In addition to the Base Payment of Categories A and B from the Summary Bid Form, the Contractor may also be entitled to receive a monthly *Performance Payment*<sup>™</sup> of twenty-five percent (25%), or \$7,164.27, referred to below as the "*Performance Payment*<sup>™</sup>". The amount of a *Performance Payment*<sup>™</sup>, if any, shall be determined as follows: The Consultant, District Manager or designee and the Contractor shall conduct an inspection of the Work performed by the Contractor once per month, and the Consultant shall prepare a Landscape Maintenance Inspection Grade Sheet (see Service Agreement – Exhibit “C”) based on each inspection. Based upon the *Performance Payment*<sup>™</sup> percentage (described in Article 8.4 "Grade Evaluation/Scoring") for a month the Contractor may be entitled to a *Performance Payment*<sup>™</sup> for said month based on a score of 87% and above.
- 4.4 Any *Performance Payment*<sup>™</sup> due for a month shall be paid concurrent with the Base Payment for said month. The Consultant will be responsible for scheduling the monthly inspections. The Consultant must be given at least 14 days' notice to reschedule. All inspections will proceed as scheduled with or without the attendance of the Contractor.
- 4.5 *Performance Payment*<sup>™</sup> is void unless OLM, Inc. performs the Monthly Landscape Maintenance Inspection. If Consultant does not perform the monthly landscape maintenance inspection the Contractor receives full compensation for that month.
- 4.6 Payment for Seasonal Color/Perennial Installation and Mulching, Categories C and D from the Proposal Forms, will be invoiced as the Work is completed and approved by Consultant and/or District and/or District Manager.

**ARTICLE FIVE – TERMINATION**

- 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, at District’s sole and absolute discretion. 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 terminate the Service Agreement with 60 days’ written notice with or without cause. Termination notice must be sent to and received by the District and/or District Manager by Certified Mail. The 60-day notice shall commence on the day of actual receipt of said written notice by District and/or District Manager.
- 5.3 The table below is to be used in determining the actual dollar amounts owed to the District or Contractor in the event the Service Agreement is terminated before the end of a twelve-month period (assuming a leveled billing system). The percentages apply only to Categories A and B from the Summary Bid Form (Exhibit “B”) and are representative of the dollar amount of the actual Work performed.

To determine this dollar amount, add each month’s percentage between the Service Agreement start date and termination date. Multiply this percentage by the A and B total to determine the amount of actual Work done. The difference between this total, compared to the amount actually paid [ $1/12 \times (A+B)$ ], is the amount owed to either the District or Contractor.

Mth	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
%	5	6	7	10	10	10	10	10	10	10	7	5

Example:

Category A plus Category B from the Service Agreement Summary Bid Form is \$12,000.00. The Service Agreement start date is January 1. The termination date is July 31. The total of the percentages = 58%.  $58\% \times \$12,000 = \$6,960.00$ , which represents the actual Work done. The actual amount paid was  $\$1,000.00/\text{month} \times 7 \text{ months} = \$7,000.00$ . Because the actual amount of Work done is less than the actual amount paid, the Contractor owes the District \$40.00.

**ARTICLE SIX – SCHEDULING**

**6.1 Timing**

Scheduling of maintenance visits will be determined by the District and/or District Manager. District and/or District Manager 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.

District, Facility Manager and/or District Manager 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 specified items and frequency of the specified items in Exhibit "B". It is also the responsibility of the Contractor to notify the Consultant/District and/or District Manager (see Article 4.2) of items performed to ensure they do not exceed the frequencies specified on the Category A and B (Maintenance Itemized Bid Forms – Exhibit "B").

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 and/or District Manager requests. Any such Work must be approved in writing by the District and/or District Manager before it is begun by the Contractor.

When any extra Work is performed and the District and/or District Manager 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 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 Work.
- c. All possible associated future costs, i.e., mulch, additional irrigation heads.

**ARTICLE EIGHT – LANDSCAPE MAINTENANCE INSPECTIONS****8.1 Weekly Inspections**

Contractor is responsible for a weekly inspection of the entire property and for the performance of all items required and referred to in these Specifications.

**8.2 Weekly Maintenance Worksheet**

Contractor is also responsible for notifying the District, District Manager, and/or designee and the Consultant through the Weekly Maintenance Worksheet (Exhibit "D") of any problems. This worksheet must be left with the property manager on the day of the maintenance visit and copies must be sent to OLM, INC. on a weekly basis. These forms are very important in protecting the District, District Manager, and/or designee and Contractor when discrepancies occur. Contractor may use its own formatted worksheet form upon approval of the District, District Manager, and/or designee and/or Consultant. Any items not called to the attention of the District, District Manager, and/or designee and Consultant that result in any damage to the property will become the liability of the Contractor.

**8.3 Monthly Landscape Maintenance Inspection**

District, District Manager or designee and/or Consultant will perform a monthly site inspection with the Contractor. At that time, the Consultant and / or District Manager or designee will compile a list of landscape related items that should be performed before the next site inspection. OLM, INC. Will be responsible for scheduling the monthly inspections. OLM, INC. must have no less than a 14-day notice if there is a need to reschedule. All scheduled inspections will proceed with or

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without the attendance of the Contractor.

#### 8.4 **Grade Evaluation/Scoring**

Consultant will be responsible for the graded evaluation of the property. The final grade evaluation will be determined by the timely and quality execution of the Contractor's landscape maintenance functions. Contractor's monthly *Performance Payment*<sup>™</sup> will be determined by the final score, based on the form labeled Sample Landscape Maintenance Inspection Grade sheet (Exhibit "C"). The District reserves the right to perform landscape maintenance inspection independent of OLM, Inc. Each item listed on the Inspection Form has a specific amount of points from which deductions may be made for the improper execution of each landscape-related task. Items are not scored if the Work is being performed to industry standards.

### **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, 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 and/or District Manager or designee.

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 District  
Manager c/o:

Company Name Wrathell, Hunt and Associates, LLC  
 Street Address 2300 Glades Road; Suite 410W  
 City, State Boca Raton, FL 33431  
 ATTN.: District Manager  
 Tel.: 561 571-0010  
 Fax: n/a  
 Email: AdamsC@whhassociates.com

Contractor:

Company Name LANDSCAPE MAINTENANCE PROFESSIONALS, Inc.  
 Street Address P.O. Box 267  
 City, State SEFFNER, FL 33583  
 ATTN.: SCOTT A. CARLSON  
 Tel.: 813-757-6500  
 Fax: 813-757-6501  
 E-Mail: SCOTT.CARLSON@LMP120.COM

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

- Exhibit "A" Service Description and Specifications
- Exhibit "B" Summary and Itemized Bid Forms
- Exhibit "C" Landscape Maintenance Inspection Gradesheet
- Exhibit "D" Weekly Maintenance Worksheet
- Exhibit "E" Irrigation Controllers
- Exhibit "F" Site Maps

Any subcontractor utilized by Contractor shall be 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 responsible contractor.

In the event suit is brought or an attorney is retained by either Party 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.

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. In the event a dispute arises regarding the terms of this Service Agreement, the parties expressly agree the terms hereof shall not be construed by any court or arbiter in favor of or against either party.

This Service Agreement shall not be assigned by the Contractor without prior written consent of the District and/or District Manager.

**ARTICLE ELEVEN – SIGNATURES**

Having carefully examined this Service Agreement, as well as the premises and the conditions affecting the Work outlined herein, 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 December 1, 2019 and expire on November 30, 2022.

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.

**CORY LAKES COMMUNITY DEVELOPMENT DISTRICT**  
(District)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COMPANY NAME**  
(Contractor)

By: Scott A. Carlson

Name: Scott A. Carlson

Title: V.P./G.M.

Date: 11/22/19

**EXHIBIT "A"****SERVICE DESCRIPTION AND SPECIFICATIONS**

*The indications for Line Items after each specification correspond to the Landscape Maintenance Itemized Bid Form and Seasonal Plant Maintenance Itemized Bid Form - Exhibit "B" and are to be performed to the frequencies specified.*

**I. TURF MAINTENANCE****A. Mowing**

**All St. Augustine and Zoysia turf within the CDD common areas shall be cut at a height of two (2) to four (4) inches as conditions dictate. No more than one-third (1/3) of the grass blade is to be removed when cutting. Mower blades shall be kept shape at all times to minimize injury or disease to turf. All mowing services will be completed in one cycle. Staggered or partial mowing services is not permitted.**

**Contractor shall be required to use mulching type mowing equipment to reduce excessive grass chippings, and to reduce foreign objects from being thrown by mowing equipment.** Contractor shall be responsible for controlling excessive grass clippings within turf or mulched bed areas. Contractor shall make every effort to minimize grass clippings deposited into lakes and retention ponds. Contractor is responsible for adjusting the pH as necessary to maintain healthy turf. *(Line Item: St. Augustine/Zoysia Turf Mow)*

**All Bahia turf within the CDD common areas, along road shoulders areas and lake / retention pond areas shall be mowed to a height of two (2) to four (4) inches. Mower blades shall be kept sharp at all times to minimize injury or disease to turf. Lake and/or pond turf areas shall be maintained to water's edge.** *(Line Item: Bahia Turf Mow)*

**B. Edging**

Contractor shall be responsible for edging all curbs, sidewalks, paths, and turf bed lines with a metal blade edger. All completed edges will have a perpendicular appearance between turf and hardlines, and turf and bedlines. An angled or beveled appearance of hardlines or bedlines is unacceptable. Weedeaters are not to be used in edging. Blowers will be used to clean sidewalks, curbs, and streets of organic material caused by mowing and edging. Contractor shall not change the above schedule, rates, or specifications without approval of District Manager. *(Line Item: Edge Bedlines/Edge Hardlines)*

**C. Fertilization**

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous turf. Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy turf. Contractor shall be responsible for removing any excess fertilizer from paved surfaces, curbs, and sidewalks within four (4) hours after application has occurred. *(Line Item: Turf Fertilization)*

**D. Insect and Disease Control**

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problem, including mole crickets, chinchbugs, and grubs. Contractor shall be responsible for removing any excess pesticide applications from paved surfaces, curbs, and sidewalks. Contractor shall be responsible for the control of Fire Ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after Fire Ants have been killed. *(Line Item: Insect/Disease Control)*

**E. Water**

Contractor shall be responsible for damage to irrigation and water supply items that were not reported to the District Manager or Facilities Manager in writing, and will be responsible for replacement of these items. Contractor shall be responsible for monitoring the moisture levels in turf areas and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall not be responsible for the hand watering of any turf area unless plant material is under additional warranty. *(Line Item: Irrigation Management)*

**F. Turf Weed Control**

Weeds are to be controlled in turf areas by mechanical, physical and chemical methods. Turf areas shall be maintained to control and strive to eliminate weeds.

Contractor shall be responsible for removing any chemicals used in treating weeds from paved surfaces, curbs, and sidewalks. *(Line Item: Turf Weed Control)*

**G. Monofilament Trim**

After each mowing operation, the Contractor shall use a weed eater or similar machine to trim grass and/or weeds that cannot be mowed with large machinery. *(Line Item: Monofilament Trim)*

**II. SHRUB AND GROUND COVER MAINTENANCE****A. Pruning**

All shrubs shall be hand and mechanically pruned to industry standards, removing dead and damaged wood to allow for natural development of plant material, and to create the effect intended by the Consultant and District and/or District Manager. Pruning shall be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries.

Deep hand pruning and/or structure pruning shall be performed once a year during the dormant months. Structure pruning shall be defined as using hand pruners, handsaws, and/or loppers to prune old wood and prune behind multiple breaks to maintain proper proportions, promote interior growth, and an aesthetically pleasing appearance. Removal of up to 50% of the height and foliage of plants shall take place during this pruning. *(Line Item: Shrubs or Groundcover Trim)*

**B. Fertilization**

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous shrubs. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy shrubs. Contractor shall be responsible for removing any excess fertilizer from paved surfaces, curbs, and sidewalks within four (4) hours after application has occurred. Contractor is responsible for adjusting the pH as necessary to maintain healthy plants. *(Line Item: Shrub Fertilization)*

**C. Insect and Disease Control**

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems. Contractor shall be responsible for removing any excess pesticides from paved surfaces, curbs, and sidewalks. Contractor shall be responsible for the control of Fire Ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after Fire Ants have been killed. *(Line Item: Insect/Disease Control)*

**D. Water**

Contractor shall be responsible for monitoring the moisture levels in bed areas and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall be responsible for damage to plants that were not reported to the District and/or District Manager in writing, and will be responsible for replacement of these items. Contractor shall not be responsible for the watering of any shrub or groundcover areas unless plant material is under warranty. *(Line Item: Irrigation Management)*

**E. Bed Weed Control**

Weeds shall be controlled in bed areas by mechanical, physical and chemical methods. Bed areas shall be maintained to control and strive to eliminate weeds. Contractor shall be responsible for removing any excess chemical application used to control weeds from paved surfaces, curbs, and sidewalks. *(Line Item: Bed Weed Control)*

**III. TREE MAINTENANCE**

**A. Pruning**

Contractor shall be responsible for maintaining all trees and palms along boulevards, roadways, parks, activity areas, conservation areas, and all designated neighborhoods such that no branches/limbs / fronds will overhang on sidewalks and parking areas lower than 10 feet from the ground. Lower branching on all trees shall be pruned as needed, to keep them elevated to a uniform height. Maximum height for this pruning shall be no more than 15 feet. Trees located in natural area shall be pruned only when their growth habit affects formal, maintenance areas. Limbs and branches are to be removed from property.

All sucker growth from trunk and base of trees/palms shall be removed weekly or as required to maintain a clean appearance.

Contractor will be responsible for pruning all ornamental trees such as Wax Myrtles, Crape Myrtles, Photinia, American Hollies, Fosteri Hollies, Savannah Hollies, Burfordii Hollies, Nellie R. Stevens Hollies, Ligustrum, East Palatka Hollies, Dahoon Hollies, Silver Buttonwoods, Tree form and multi-stem Oleanders, Sea Grapes, and Cattley Guavas. Pruning will include the shaping of all heads, removal of conflicting branches and removal of interior sucker growth. *(Line Item: Tree Pruning)*

### **Palm Pruning**

*Contract does not include pruning and maintenance of Canary Island Date palms located at residences (commonly referred to as "street palms" or "street trees") and shall not be priced as such. Pricing for this work shall be indicated on the Supplemental Pricing Form on page IV-7 of this Contract.*

All palms shall be pruned and shaped as required, removing dead fronds and spent seedpods. Palms should not be severely pruned. All palms shall be pruned at a 90-degree angle, no "carrot topping." Palms are to be thoroughly detailed with all fronds trimmed to lateral position and removal of all seed heads.

**Pruning of palms less than 15 feet or portions thereof shall be detailed to remove hanging fronds, loose boots, fruit clusters or seed pods. All palm pruning shall be done with sterilized equipment.**

When pruning palms, all pruning equipment shall be sterilized prior to the pruning of each tree. Spikes are never to be used when climbing trees. Contractor shall be not responsible for pruning palms over 50 feet in overall height. *(Line Item: Palm Pruning)\**

### **B. Fertilization**

Fertilization applies to planted trees that still are staked or guyed, and planted trees that have a caliper of eight (8) inches or less. Existing mature trees do not apply. Contractor is required to notify District Manager and make recommendations, in writing, of all other trees that may need supplemental fertilization. Contractor shall be responsible for removing any excess fertilizer from paved surfaces, curbs, and sidewalks within four (4) hours after application has occurred. Contractor is responsible for adjusting the pH as necessary to maintain healthy plants. *(Line Item: Tree Fertilization)*

**Palms** are to be fertilized using fertilizers especially formulated for palms. *(Line Item: Palm Fertilization)*

### **C. Insect and Disease Control**

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems for trees that are eight (8) inches in caliper or less. Contractor shall be responsible for removing any excess pesticides from paved surfaces, curbs, and sidewalks. Palm disease control and management issues should be conducted to current State of Florida recommendations and practices. *(Line Item: Insect/Disease Control)*



**D. Water**

Contractor shall be responsible for monitoring the moisture levels in bed areas and reporting any problems in writing that may be present during the maintenance visit. Contractor shall be responsible for damage to trees that were not reported to the District and District Manager in writing, and will be responsible for replacement of these items. Contractor shall not be responsible for the watering of any trees unless plant material is under warranty. *(Line Item: Irrigation Management)*

**E. Staking**

Staked trees shall be re-staked and adjusted as often as necessary. Stakes shall be adjusted and/or removed when deemed appropriate by Consultant and/or Contractor. Trees that need to be re-staked utilizing specialized equipment and crews shall be done at a mutually agreed upon price, submitted in writing for review and approval. *(Line Item: Tree Pruning)*

**IV. SEASONAL COLOR/PERENNIAL MAINTENANCE AND INSTALLATION**

**A. Bed Preparation**

Contractor shall be responsible for measuring and confirming the quantities for each annual rotation for all existing pots and annual bed areas based on plant spacing as specified. Contractor shall also be responsible for planting the specified size of plant material. Beds may be prepared to Consultant's specification (see Annual Beds Amendment Sheet). All color will be in bloom, fully formed and uniform at the time of planting.

Contractor shall be responsible for taking general and micronutrient tests of annual bed areas. The District Manager and Consultant shall receive copies of test results and a list of actions to be taken by Contractor to correct all problems identified by report. Beds shall be tilled to a depth of 14 inches with all amendments thoroughly mixed. Fertilizers shall be raked into the top six (6) inches or soil mix. pH adjustment should be made during each seasonal rotation. See Annual Bed Amendments for specified chemical rates. Bed areas shall be formed to create a moderate crown that "faces up" toward the direction of the greatest foot or automobile traffic. Remove rocks and debris, and trench all sides of bed that face curb or turf at a depth of three (3) inches before final mulching.

**B. Seasonal Color Replacement**

Contractor shall be responsible for replacing any annuals that have declined, died or failed to maintain a healthy, vigorous appearance in the opinion of the District and/or District Manager and Consultant. Seasonal color is to be replaced on a quarterly basis with appropriate varieties to successfully bloom during the cycle.

**C. Mulching**

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

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**D. Deadheading and Pruning**

Deadheading: Declining flowers and foliage shall be removed weekly.

Pruning: Plants shall be pruned to avoid plants becoming leggy or unsightly; also to maintain a consistent uniform mass. *(Line Item: Deadheading & Pruning)*

**E. Fertilization**

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous plants. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy plants. Contractor shall be responsible for removing any excess fertilizer from paved surfaces, curbs, and sidewalks within four (4) hours after application has occurred. *(Line Item: Fertilization)*

**F. Insect and Disease Control**

Contractor shall be responsible for weekly inspections of annual bed areas and treatment of any insect or disease related problems. Contractor shall be responsible for removing any excess pesticides from paved surfaces, curbs, and sidewalks. *(Line Item: Insect/Disease Control)*

**G. Watering**

Contractor shall be responsible for monitoring the moisture levels in bed areas and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall be responsible for damage to items that were not reported to the District and District Manager in writing, and will be responsible for replacement of these items. Contractor shall be responsible for manual or mechanical watering of plant material as needed to maintain healthy plants. Time must be accounted for on the WEEKLY MAINTENANCE WORKSHEET. *(Line Item: Watering)*

**H. Bed Weed Control**

Weeds shall be controlled in bed areas by mechanical, physical and chemical methods. Bed areas shall be maintained to control and strive to eliminate weeds. Contractor shall be responsible for removing any chemicals used to control weeds from paved surfaces, curbs, and sidewalks. *(Line Item: Bed Weed Control)*

**I. Perennial Maintenance**

All perennial beds are to be serviced on a weekly basis. The removal of all spent blooms, flower stalks, and drying foliage shall be performed weekly or as needed. A one-time (fall or late winter) cut back and mulching of all foliage will also be included in the cost. Any additional fertilizer, fungicide, insecticide or other chemicals needed to keep plants at optimum health shall also be included. All Daylilies, Flax Lily and Liriope shall be cut back (either manually or mechanically) in the early spring. *(Line Item: Perennial Maintenance)*

III-6872

**V. MULCHING FOR TREE AND SHRUB BED AREAS****A. Mulch**

Contractor will be responsible for pricing one (1) complete application of Grade A pine bark mini-nuggets, including any required trenching which will occur at the District and/or District Manager's discretion. Mulch is to be spread at a depth of one and one-half (1-1/2) inches such that none of the old or previously laid mulch is visible. Contractor is responsible for accurate measurement of all bed areas and tree circles as part of the bid process.

Contractor is responsible for spot mulching of any bare soil areas that result due to the underestimation of mulch or landscape maintenance performance, i.e., mower damage around bed lines, tree wells, etc. *(Line Item: Mulch)*  
District

**B. Trenching**

Bed line edges shall be trenched and beveled at a depth of three (3) inches along bed areas that are bordered by sidewalks, curbs, and annual bed areas. All beds bordered by turf shall be defined and only have areas growing into the beds removed. A three-inch (3") deep trench is not required in these areas. All tree wells located in turf areas shall have root balls raked smooth and shall be trenched and beveled at a depth of three (3) inches. *(Line Item: Mulch)*

**VI. GENERAL SITE MAINTENANCE: TRASH, WEED CONTROL AND DEBRIS DISPOSAL****A. Cleanup Procedures**

As a part of each weekly maintenance service, a general cleanup program will occur. The cleanup program shall involve a policing of all maintained areas of the community for the removal of paper, cans, bottles, sticks, cigarette butts, leaves, and other debris. Also a complete sweeping or blowing, by mechanical means, of the entire common roadways, curbs, gutters, drains, and sidewalk areas will be performed. This will encompass complete removal of weeds at curbs and pavement lines, and other trash that has settled in these areas. The Contractor is not responsible for services at residential frontages.

Parking lot areas will be kept clean within 15 feet of curbs and planted areas. *(Line Item: Debris Disposal)*

**B. Road Kill**

Contractor shall be responsible for removal and proper disposal of any animal carcass Monday through Friday throughout the entire roadway system, parks, commons or parking areas. *(Line Item: Debris Disposal)*

**C. Park Trash Containers**

Contractor shall be responsible for emptying and replacing trash liners of all exterior area trash containers every fourth day or when container is 85% full or twice a week Monday through Friday. *(Line Item: Debris Disposal)*

**D. Weed Control**

All parking lot areas, curb, gutters, pavers, driveways, parkways, paths and bike paths shall be maintained to control and strive to eliminate weeds. *(Line Item: Bed Weed Control)*

**E. Disposal of Debris**

All debris shall be disposed of off site. *(Line Item: Debris Disposal)*

**F. Severe Weather Cleanup**

In the event of a natural disaster, such as a hurricane or tornado, the Contractor shall not be responsible for any cleanup operation outside of the agreed maintenance contract. If District and/or District Manager elects, they may request that the Contractor utilize dedicated man-hours for the purpose of severe weather cleanup. *(Line Item: Debris Disposal)*

**G. Typical Weather Cleanup**

Contractor shall be responsible for debris cleanup deposited by typical weather conditions. *(Line Item: Debris Disposal)*

**H. Beach Grooming**

Contractor shall be responsible for grooming beach area each weekly. All beach sand areas shall be raked removing all debris including leaves, pinestraw, pinecones, paper, cans, bottles, sticks, cigarette butts, and any other debris. All debris shall be disposed of off-site. **On a monthly basis, the Contractor shall with sufficient effort maintain a grade void of any erosion caused by rain. These areas will be raked or regarded to maintain a smooth and continuous beachfront.** *(Line Item: Beach Grooming)*

*See Supplemental Pricing Form on page IV-7 of this Contract for specifications and pricing of beach sand replenishment.*

**VII. LEAF REMOVAL****A. Leaf Collection**

Fallen leaves in all areas shall be collected no less than four (4) times per year and removed from property. This is to be done as requested by the Consultant and by District and/or District Manager from the beginning of November through February, or until leaf disbursement ceases. Contractor will collect leaves from focal areas, bed, and turf areas on a weekly basis to prevent heavy build-up and cause damage to plant material by smothering. *(Line Item: Debris Disposal)*

**B. Disposal of Debris**

All debris shall be disposed of off site. *(Line Item: Debris Disposal)*

**VIII. NATURAL AREA MAINTENANCE****A. All wooded natural areas shall be kept free of limbs (aka "windfall") and weeds. Natural leaf**

drop will not have to be removed. These areas can also be used for leaf deposit if District and/or District Manager's permission is obtained.

- B. Contractor shall be responsible for removal of any dead trees less than two (2) inches in caliber in all maintained areas.
- C. Contractor shall be responsible for maintaining a three-foot (3-foot) buffer between any natural vegetation growth and formal maintained areas. *(Line Item: Debris Disposal)*

#### IX. PLANT MATERIAL DISPOSAL

Dead plant material, not requiring general tree surgeon practices for removal shall be removed and disposed of immediately by the Contractor. *(Line Item: Debris Disposal)*

Contractor shall contact and advise the District Manager, in writing, of possible replacements. Plant replacement necessitated by negligence of the Contractor shall be the sole responsibility of the Contractor.

#### X. IRRIGATION SYSTEM

##### A. Irrigation Inspection and Management

1. Contractor shall be responsible for performing a complete irrigation evaluation at Commencement of Contract and as needed. Contractor shall be required within first 30 days of Commencement of Contract and/or startup of system to furnish Owner with a complete summary identifying any inoperable/damaged components with pricing to make system operational. Owner shall be liable for all costs associated with making irrigation systems completely operational prior to Contractor assuming responsibility as described throughout Section X. Irrigation System.
2. Contractor agrees to program, monitor, adjust and manage all automatic entire irrigation systems for all areas as to proper frequency, duration, and operation of supplemental watering on a daily basis. At all times the system shall be functioning properly and conforming to all related codes and regulations. Adjustments include but are not limited to flow control, radius adjustment, nozzle cleaning, sprinkler height, and level adjustment.
3. Contractor agrees to be responsible for monitoring all systems within the described premises and correct for coverage, adjustment, clogging of components and removal of obstacles, including plant materials and turf, which obstruct the spray.
4. Contractor shall be responsible for checking and adjusting all controllers to assure proper operation. *(Line Item: Irrigation Management)*

**B. Irrigation System Maintenance, Repairs, and Replacement**

1. Contractor shall bear all cost for any and all maintenance, repairs, and parts associated with the irrigation system including the water delivery system, main lines less than two (2) inches in diameter, and all lateral lines and sprinkler heads. Contractor shall bear full responsibility 24 hours per day, seven (7) days per week, for normal daily operations of irrigation system and pumping units.
2. Contractor shall make all repairs as needed within 48 hours except for replacement of capitalized items described below. Parts and labor expense shall be borne by the Contractor as part of his obligation. Contractor shall be responsible for all associated actions before repairs.
3. Contractor shall **not** be required to bear the cost of replacing irrigation system capitalized items such as pumps, controllers, valves, any irrigation lines two (2) inches or greater in diameter and faulty or damaged wiring. Contractor shall **not** be responsible for irrigation system repairs resulting from damage caused by "acts of God" e.g. lightning, earthquakes, tornados, hurricanes, etc and/or outside contractor damage, e.g., utility repair or construction work. Owner shall be furnished an itemized parts list and cost for all such capital items that must be authorized by Owner prior to execution of purchase. The labor costs associated with repairing or replacing these items shall be borne by the Owner. *(Line Item: Irrigation Management)*

**XI. LANDSCAPE MAINTENANCE FERTILIZATION, WEED AND INSECT CONTROL SPECIFICATION SHEET**

- A.** All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with label and instructions. Applications must comply with all state and federal regulations. The Specifications are intended to be consistent with current label instructions. In the event the Specifications conflict with instructions on the pesticide label, the label instructions shall govern. MSDS (Material Safety Data Sheets) forms shall be made available to the District. Signal plaques shall be placed in visible locations prior to spray applications.
- B.** Contractor will be responsible for applying chemicals and fertilizers. The following rates are general guidelines and are to be used as such. Contractor is totally responsible for furnishing the District and/or District Manager with healthy, vigorous plant material throughout the term of the contract.
- C.** Chemical forms may vary with weather conditions.
- D.** Contractor will be responsible for controlling any insect, disease, or nutrient problems that may occur during the year.
- E.** Contractor will be responsible for taking general and micronutrient tests of turf and shrub bed areas. The District, District Manager and Consultant shall receive copies of test results and a list of actions to be taken by Contractor to correct all problems identified by the report within 45 days of the execution of the contract.
- F.** Contractor will be responsible for making any extra visits necessary during the year to correct any problems that may occur during the duration of the contract.
- G.** Contractor will be responsible for applications of any other nutrients that should be applied to maintain a balanced soil.
- H.** Contractor will take full responsibility for replacing any plant material that is damaged by improper application or lack of timely application of nutrients that are necessary to maintain healthy plant material.

**XII. SEASONAL COLOR BED AMENDMENTS CHART**

<b>AMENDMENTS</b>	<b>DEPTH</b>	<b>RATE</b>
<b>I. NEW BEDS:</b>		
Erth Food/Mushroom Compost	12" – 24"	50#/50 sf.
Michigan Peat*	18" – 24"	124#/50 sf.
River Sand**	18" – 24"	125#/50 sf.
Fertilizer	6"	See Label
Lime	6"	As per soil test
Fungicide i.e. Banrot	6"	See Label
<b>II. ESTABLISHED BEDS</b>		
Erth Food/Mushroom Compost	12" – 24"	25#/50 sf.
Michigan Peat*	18" – 24"	50#/50 sf.
River Sand**	18" – 24"	25#/50 sf.
Fertilizer	6"	As per soil test
Lime	6"	As per soil test
Fungicide	6"	As per soil test

\*For beds which consistently dry out too quickly.

\*\*For beds which consistently exhibit drainage problems.



**EXHIBIT "B"**  
**SUMMARY BID FORM**

**Exterior Landscape Maintenance**  
**CORY LAKES CDD**  
**Tampa, FL.**

<b>A. Landscape Maintenance Total</b>	<b>\$343,165.00</b>
<b>B. Seasonal Color / Perennial Maintenance Total</b>	<b>\$ 720.00</b>
<b>C. Seasonal Plant Installation Total</b>	<b>\$4,080.00</b>
<b>D. Mulch Total</b>	<b>\$59,400.00</b>
<b>FIRST YEAR TOTAL BID PRICE</b>	<b>\$407,365.00</b>
<b>SECOND YEAR TOTAL BID PRICE</b>	<b>\$407,365.00</b>
<b>THIRD YEAR TOTAL BID PRICE</b>	<b>\$407,365.00</b>

Contractor Company Name LMP, INC.

Contractor Address P.O. Box 267, SEFFNER, FL 33583

Name of Person Completing This Form SCOTT A. CARLSON

Title V.P. / G.M.

Telephone Number 813-757-6500

Date 11/22/19

**\* District may purchase materials tax exempt, however bid amounts must include and identify sales tax. To the extent District purchases materials tax exempt during the life of this Service Agreement, District shall receive a compensating credit against the amount due the Contractor for the cost of such materials and sales tax included in the Bid Price.**

**WORK SCHEDULE**

Work under this Service Agreement is to begin at the execution of the Service Agreement, and run concurrent with any successive terms.

Contractor is to prepare and provide the District/Facility Manager with a proposed maintenance calendar (minimum quarterly presentation) of all planned maintenance activities. The calendar is to be maintained by the contractor, updated monthly and submitted to the CDD Facility Manager.

**ADDENDA**

Contractor acknowledges receipt of the following Addenda, which are included in our Proposal.

ADDENDUM #	DATED:
ADDENDUM #	DATED:

**UNIT PRICES**

We acknowledge receipt of the following Unit Prices that are included in our Proposal.

UNIT PRICE # 30	DATED: April 11, 2019
UNIT PRICE #	DATED:

IV-2 *Stc*

**EXHIBIT "B" (CONTINUED)  
CORY LAKES CDD  
CATEGORY A  
LANDSCAPE MAINTENANCE ITEMIZED BID FORM**

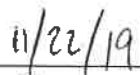
<b>FUNCTION</b>	<b>FREQUENCY (PER YEAR)</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
St. Augustine/Zoysia Turf Mow	42	297.00	12,474.00
Bahia Turf Mow	24	634.50	15,228.00
Edge (Bedlines)	42	304.50	12,789.00
Edge (Hardlines)	42	235.50	9,891.00
Monofilament Trim	42	63.00	2,646.00
Bed Weed Control	52	1,150.75	59,839.00
Shrub/Groundcover Trim	12	4,490.00	53,880.00
Tree Pruning	12	882.50	10,590.00
Palm Pruning	2	24,102.00	48,204.00
Debris Disposal	52	822.50	42,770.00
Insect/Disease Control	52	53.50	2,782.00
Irrigation Management	52	367.00	19,084.00
Palm Fertilization	4	3,345.00	13,380.00
Tree Fertilization	2	1,062.00	2,124.00
Shrub Fertilization	4	3,950.00	15,800.00
Groundcover Fertilization	4	INCLUDED	INCLUDED
St. Augustine Turf Fertilization	6	1,859.00	11,154.00
Turf Weed Control	52	62.50	3,250.00
Beach Grooming	52	140.00	7,280.00

**CATEGORY A. FIRST YEAR LANDSCAPE  
MAINTENANCE TOTAL**

**\$ 343,165.00**

  
Contractor Signature

  
Company Name

  
Date

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**EXHIBIT "B" (CONTINUED)  
CORY LAKES CDD**

**CATEGORY B**

**SEASONAL COLOR/PERENNIAL MAINTENANCE ITEMIZED BID FORM**

<b>SEASONAL MAINTENANCE</b>	<b>FREQUENCY (PER YEAR)</b>	<b>TOTAL</b>
Deadheading	As needed	120.00
Pruning	As needed	120.00
Insect/Disease Control	As needed	120.00
Fertilization	2	INCLUDED

*Seasonal Color Maintenance Subtotal*      \$ 360.00

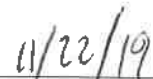
<b>PERENNIAL MAINTENANCE</b>	<b>FREQUENCY (PER YEAR)</b>	<b>TOTAL</b>
Deadheading	As needed	120.00
Cut Back	As needed	120.00
Insect/Disease Control	As needed	120.00
Fertilization	2	Included
Mulching	Included	Included

*Perennial Maintenance Subtotal*      \$ 360.00

**CATEGORY B.      FIRST YEAR SEASONAL COLOR  
/PERENNIAL MAINTENANCE TOTAL      \$ 720.00**

  
Contractor Signature

  
Company Name

  
Date

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**EXHIBIT "B" (CONTINUED)  
CORY LAKES CDD**

**CATEGORY C**

**SEASONAL COLOR INSTALLATION  
ITEMIZED BID FORM**


<b>QUANTITY</b>	<b>PLANT MATERIAL</b>	<b>SIZE</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
800	Spring	4"	1.70	1,360.00
800	Fall	4"	1.70	1,360.00
800	Winter	4"	1.70	1,360.00

**CATEGORY C. FIRST YEAR SEASONAL PLANT  
INSTALLATION TOTAL                      \$ 4,080.00**

- NOTE 1: Contractor shall be responsible for pricing installation of four (4) annual rotations.
- NOTE 2: All annuals shall be 4" container-grown Grade "A" plants with multiple blooms at the time of installation.
- NOTE 3: All prices shall include soil amendments, mulch, labor, taxes, etc. associated with installation. All plants should be in bloom at time of planting.
- NOTE 4: Specific colors and varieties shall be mutually agreed upon prior to installation.
- NOTE 5: Contractor is responsible for the spacing of seasonal plants as shown below:
  - a. Distance away from curbs, turflines, etc.  
  Annuals            10"
  - b. On Center (o.c.) Spacings  
  Annuals            10"

  
\_\_\_\_\_  
Contractor Signature

  
\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Date

**\* District may purchase materials tax exempt, however bid amounts must include and identify sales tax. To the extent District purchases materials tax exempt during the life of this Service Agreement, District shall receive a compensating credit against the amount due the Contractor for the cost of such materials and sales tax included in the Bid Price.**

**EXHIBIT "B" (CONTINUED)  
CORY LAKES CDD**

**CATEGORY D**

**MULCH  
ITEMIZED BID FORM**

MATERIAL & FUNCTION	# OF CUBIC YARDS	UNIT PRICE	TOTAL PRICE
Pinebark mini-nuggets & Trenching	1,320	45.00	59,400.00

*Contractor is responsible for measuring and confirming the quantity of mulch for one (1) complete application per year.*

**CATEGORY D. FIRST YEAR MULCH TOTAL \$ 59,400.00**

Scott A. Cl...  
Contractor Signature

LMP, INC.  
Company Name

11/22/19  
Date

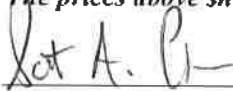
**\* District may purchase materials tax exempt, however bid amounts must include and identify sales tax. To the extent District purchases materials tax exempt during the life of this Service Agreement, District shall receive a compensating credit against the amount due the Contractor for the cost of such materials and sales tax included in the Bid Price.**

IV-6CA  
de

**EXHIBIT "B" (CONTINUED)  
CORY LAKES CDD  
SUPPLEMENTAL PRICING FORM**

1. Medium pinebark nuggets (cost/cubic yard, spread on site)	\$ 45.00
2. Cypress mulch (cost/cubic yard, spread on site)	\$ 45.00
3. Beach sand (cost/cubic yard, spread on site). Sand must be beach quality and approved by CDD prior to installation.	\$55.00
4. Additional Labor with truck and hand tools (aka <i>Litter Patrol</i> ) (cost/man hr.)	\$ 28.00
5. Additional labor with truck and small power equipment (e.g., edger, blower, etc.) (cost/man hour)	\$ 28.00
6. Additional labor with truck and light power equipment (e.g., 36" and 52" walk mower) (cost/man hour)	\$ 28.00
7. Additional labor with truck and heavy power equipment a. 72" bushhog with operator (cost/man hour) b. 600 gallon minimum watering truck with operator (cost/man hour)	a. \$ 45.00 b. \$ 60.00
8. St. Augustine sod laid, non-site ready (cost/square foot)	\$ 1.00
9. Cost per hour: a. General laborer b. Supervisor and truck c. Irrigation Technician with one laborer & truck d. General repair and maintenance person that shall be required to perform these and other general maintenance task, e.g., replacement of light bulbs, pressure washing, general painting of signs and hardware. Price shall include individual having transportation and supplying all tools and equipment needed to perform these tasks.	a. \$ 28.00 b. \$ 32.00 c. \$ 90.00 d. \$ 35.00
10. Cost per application to fertilize Bahia turf areas	\$ 1,865.00
11. RESERVED - SEE PAGE 30 AT END OF DOCUMENT	\$ 40,000.00
12. Cost per occurrence to replenish sand on lake beach area. Sand must be beach quality and approved by CDD prior to installation. New sand depth should be a minimum of two (2) inches, free of debris and raked smooth during each installation.	\$ 6,000.00

*The prices above shall be commensurate with the contract term.*

  
Contractor Signature

LMP, INC.  
Company Name

1/22/19  
Date

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IV-75a

**EXHIBIT "C"**  
**CORY LAKES CDD**  
**SAMPLE MONTHLY LANDSCAPE MAINTENANCE INSPECTION GRADE SHEET**

<b>A. LANDSCAPE MAINTENANCE</b>	<b>VALUE</b>	<b>DEDUCTION</b>	<b>REASON FOR DEDUCTION</b>
TURF	5		
TURF FERTILITY	15		
TURF EDGING	5		
WEED CONTROL – TURF AREAS	10		
TURF INSECT/DISEASE CONTROL	10		
PLANT FERTILITY	5		
WEED CONTROL – BED AREAS	10		
PLANT INSECT/DISEASE CONTROL	10		
PRUNING	10		
CLEANLINESS	10		
MULCHING	5		
WATER/IRRIGATION MANAGEMENT	15		
CARRYOVERS	5		
<b>B. SEASONAL COLOR/PERENNIAL MAINTENANCE</b>	<b>VALUE</b>	<b>DEDUCTION</b>	<b>REASON FOR DEDUCTION</b>
VIGOR/APPEARANCE	10		
INSECT/DISEASE CONTROL	10		
DEADHEADING/PRUNING	10		
<b>MAXIMUM VALUE</b>	<b>145</b>		



Date \_\_\_\_\_ Score: \_\_\_\_\_ Performance Payment™ % \_\_\_\_\_

Contractor Signature: \_\_\_\_\_

Inspector Signature: \_\_\_\_\_

Property Representative Signature: \_\_\_\_\_

975 Cobb Place Blvd., Suite 304, Kennesaw, GA 30144 Phone: 770.420.0900 Fax: 770.420.0904 [www.olm-inc.com](http://www.olm-inc.com)

IV-8 *OLM*



**EXHIBIT "D"**  
**WEEKLY MAINTENANCE WORKSHEET**

- 1) Date of maintenance visit: \_\_\_\_\_
- 2) Supervisor: \_\_\_\_\_
- 3) Watering man-hours: \_\_\_\_\_
- 4) Listing of problems and locations:
  - a) Insect and plants: \_\_\_\_\_
  - \_\_\_\_\_
  - b) Disease and plants: \_\_\_\_\_
  - \_\_\_\_\_
  - c) Nutrient problems and plants \_\_\_\_\_
  - \_\_\_\_\_
  - d) Dry plants: \_\_\_\_\_
  - \_\_\_\_\_
  - e) Wet plants: \_\_\_\_\_
  - \_\_\_\_\_
  - f) Amount of mulch applied: \_\_\_\_\_
  - g) Amount of mulch needed or applied over designated amount: \_\_\_\_\_
  - h) Dead plants removed: \_\_\_\_\_
  - \_\_\_\_\_
  - i) Tree service work needed: \_\_\_\_\_
  - \_\_\_\_\_
  - j) Irrigation damage and repairs: \_\_\_\_\_
  - \_\_\_\_\_
- 5) Extra work performed:
  - a) Number of men: \_\_\_\_\_
  - b) Their title(s): \_\_\_\_\_
  - c) Hours per man: \_\_\_\_\_
  - d) Description of work performed: \_\_\_\_\_
  - \_\_\_\_\_

General Notes:

Please list any items the District and/or District Manager and/or Consultant need to know or any extra work that is to be performed outside of the grounds maintenance contract scope. Also, give an estimate of time to perform the work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***EXHIBIT "E"***

**CORY LAKES CDD**

**IRRIGATION CONTROLLERS**

*To be furnished by District / District Manager*

IV-10 SAC

***EXHIBIT "F"***  
**CORY LAKES CDD**  
**SITE MAP**

*To be furnished by District / District Manager*

IV-11 SAC

**EXHIBIT "B,"**  
**SUMMARY BID FORM**

Exterior Landscape Maintenance  
 CORY LAKES CDD  
 Tampa, FL

A. Landscape Maintenance Total	\$ 343,165.00
B. Seasonal Color / Perennial Maintenance Total	\$ 720.00
C. Seasonal Plant Installation Total	\$ 4,080.00
D. Mulch Total	\$ 59,400.00
FIRST YEAR TOTAL BID PRICE-Category A (12 Months)	\$ 407,365.00
SECOND YEAR TOTAL BID PRICE- Category A (12 Months)	\$ 407,365.00
THIRD YEAR TOTAL BID PRICE- Category A (12 Months)	\$ 407,365.00

Contractor Company Name Landscape Maintenance Professionals, Inc.

Contractor Address 13050 E US HWY 92, Dover Florida 33527

Name of Person Completing This Form Scott A Carlson *S.A.C.*

Title Vice President

Telephone Number (813) 757-6500

Date April 11, 2019

\* Owner may purchase materials tax exempt, however bid amounts must include and identify sales tax. To the extent Owner purchases materials tax exempt during the life of this Service Agreement, Owner shall receive a compensating credit against the amount due the Contractor for the cost of such materials and sales tax included in the Bid Price.

V-1

24 *SC*

**EXHIBIT "B" (CONTINUED)**  
**CORY LAKES CDD**

**WORK SCHEDULE**

Work under this Service Agreement is to begin at the execution of the Service Agreement, and run concurrent with any successive terms.

Contractor is to prepare and provide the Owner/Facility Manager with a proposed maintenance calendar (minimum quarterly presentation) of all planned maintenance activities. The calendar is to be maintained by the contractor, updated monthly and submitted to the CDD Facility Manager.

**ADDENDA**

Contractor acknowledges receipt of the following Addenda, which are included in our Proposal.

ADDENDUM#	DATED:
ADDENDUM#	DATED:

**UNIT PRICES**

We acknowledge receipt of the following Unit Prices that are included in our Proposal.

UNIT PRICE#30	DATED: April, 11, 2019
UNIT PRICE#	DATED:

V-11

25 SAC

EXHIBIT "B" (CONTINUED)

CORY LAKES CDD

CATEGORY A

LANDSCAPE MAINTENANCE ITEMIZED BID FORM

Event Description	Events per year	Cost Per Event	ANNUAL \$
St. Augustine/Zoysia Turf Mow	42	\$ 297.00	\$ 12,474.00
Bahia Turf Mow	24	\$ 634.50	\$ 15,228.00
Edge (Bed lines)	42	\$ 304.50	\$ 12,789.00
Edge (Hard lines)	42	\$ 235.50	\$ 9,891.00
Monofilament Trim	42	\$ 63.00	\$ 2,646.00
Bed Weed Control	52	\$ 1,150.75	\$ 59,839.00
Shrub/Groundcover Trim	12	\$ 4,490.00	\$ 53,880.00
Tree Pruning	12	\$ 882.50	\$ 10,590.00
Palm Pruning	2	\$ 24,102.00	\$ 48,204.00
Debris Disposal	52	\$ 822.50	\$ 42,770.00
Insect/Disease Control	52	\$ 53.50	\$ 2,782.00
Irrigation Management	52	\$ 367.00	\$ 19,084.00
Palm Fertilization	4	\$ 3,345.00	\$ 13,380.00
Tree Fertilization	2	\$ 1,062.00	\$ 2,124.00
Shrub Fertilization	4	\$ 3,950.00	\$ 15,800.00
Groundcover Fertilization	4	\$ INCLUDED	\$ INCLUDED
St. Augustine Turf Fertilization	6	\$ 1,859.00	\$ 11,154.00
Turf Weed Control	52	\$ 62.50	\$ 3,250.00
Beach Grooming	52	\$ 140.00	\$ 7,280.00

CATEGORY A. FIRST YEAR LANDSCAPE MAINTENANCE TOTAL

\$ 343,165.00

*[Handwritten Signature]*

Contractor Signature

Landscape Maintenance Professionals, Inc.

Company Name

April 11, 2019

Date

\* Owner may purchase materials tax exempt, however bid amounts must include and identify sales tax. To the extent Owner purchases materials tax exempt during the life of this Service Agreement, Owner shall receive a compensating credit against the amount due the Contractor for the cost of such materials and sales tax included in the Bid Price.

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26 *[Handwritten Initials]*

CORY LAKES CDD

CATEGORY B

SEASONAL COLOR/PERENNIAL MAINTENANCE ITEMIZED BID FORM

SEASONAL MAINTENANCE	FREQUENCY (PER YEAR)	TOTAL
Deadheading	as needed	\$120.00
Pruning	as needed	\$120.00
Insect/Disease Control	as needed	\$120.00
Fertilization	2	\$ INCLUDED

Seasonal Color Maintenance Subtotal \$ 360.00

PERENNIAL MAINTENANCE	FREQUENCY (PER YEAR)	TOTAL
Deadheading	as needed	\$120.00
CutBack	as needed	\$120.00
Insect/Disease Control	as needed	\$120.00
Fertilization	2	INCLUDED
Mulching	INCLUDED	INCLUDED

Perennial Maintenance Subtotal \$ 360.00

CATEGORY B. FIRST YEAR SEASONAL COLOR /PERENNIAL MAINTENANCE TOTAL \$ 720.00

  
Contractor Signature

Landscape Maintenance Professionals, Inc.  
Company Name

April 11, 2019  
Date

\* Owner may purchase materials tax exempt, however bid amounts must include and identify sales tax. To the extent Owner purchases materials tax exempt during the life of this Service Agreement, Owner shall receive a compensating credit against the amount due the Contractor for the cost of such materials and sales tax included in the Bid Price.

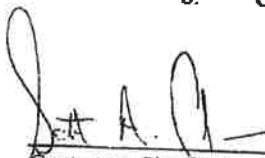
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**SEASONAL COLOR INSTALLATION  
ITEMIZED BID FORM**

QUANTITY	PLANT MATERIAL	SIZE	UNIT PRICE	TOTAL PRICE
800	Spring	4"	\$ 1.70	\$1,360.00
800	Fall	4"	\$ 1.70	\$1,360.00
800	Wint	4"	\$ 1.70	\$1,360.00
			\$	

**CATEGORY C. FIRST YEAR SEASONAL PLANT  
INSTALLATION TOTAL** \$ 4,080.00


- NOTE 1:** Contractor shall be responsible for pricing installation of three (3) annual rotations.
- NOTE 2:** All annuals shall be 4" container-grown Grade "A" plants with multiple blooms at the time of installation.
- NOTE 3:** All prices shall include soil amendments, mulch, labor, taxes, etc. associated with installation. All plants should be in bloom at time of planting.
- NOTE 4:** Specific colors and varieties shall be mutually agreed upon prior to installation.
- NOTE 5:** Contractor is responsible for the spacing of seasonal plants as shown below:
- a. Distance away from curbs, turflines, etc.  
Annuals 10"
  - b. On Center (o.c.) Spacings  
Annuals 10"

  
Contractor Signature

Landscape Maintenance Professionals, Inc.  
Company Name

April 11, 2019  
Date

\* Owner may purchase materials tax exempt, however bid amounts must include and identify sales tax. To the extent Owner purchases materials tax exempt during the life of this Service Agreement, Owner shall receive a compensating credit against the amount due the Contractor for the cost of such materials and sales tax included in the Bid Price.

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CORY LAKES CDD

MULCH ITEMIZED  
BID FORM

MATERIAL & FUNCTION	# OF CUBIC YARDS	UNIT PRICE	TOTAL PRICE
Pine bark mini-nuggets	1,320	\$45.00	\$ 59,400.00
Trenching	N/A	\$ N/A	\$ N/A

*Contractor is responsible for measuring and confirming the quantity of mulch for one (1) complete application per year.*

CATEGORY D. FIRST YEAR MULCH TOTAL \$ 59,400.00

  
Contractor Signature

Landscape Maintenance Professionals, Inc. April 11, 2019  
Company Name Date

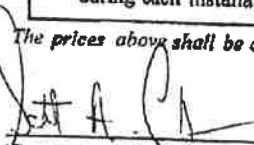
Owner may purchase materials tax exempt, however bid amounts must include and identify sales tax. To the extent Owner purchases materials tax exempt during the life of this Service Agreement, Owner shall receive a compensating credit against the amount due the Contractor for the cost of such materials and sales tax included in the Bid Price.

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**CORY LAKES CDD  
SUPPLEMENTAL PRICING FORM**

1. Medium pine bark nuggets (cost/cubic yard, spread on site)	\$ 45.00
2. Cypress mulch (cost/cubic yard, spread on site)	\$ 45.00
3. Beach sand (cost/cubic yard, spread on site). Sand must be beach quality and approved by COD prior to installation.	\$ 55.00
4. Additional Labor with truck and hand tools (cost/man hour)	\$ 28.00
5. Additional labor with truck and small power equipment (e.g., edger, blower, etc.) (cost/man hour)	\$ 28.00
6. Additional labor with truck and light power equipment (e.g., 36" and 52" walk mower) (cost/man hour)	\$ 28.00
7. Additional labor with truck and heavy power equipment a. 72" bush hog with operator (cost/man hour) b. 600 gallon minimum watering truck with operator (cost/man hour)	a. \$ 45.00 b. \$ 60.00
8. St. Augustine sod laid, non-site ready (cost/square foot)	\$1.00
9. Cost per hour: a. General laborer b. Supervisor and truck c. Irrigation Technician with one laborer & truck d. General repair and maintenance person that shall be required to perform these and other general maintenance task, e.g., replacement of light bulbs, pressure washing, general painting of signs and hardware. Price shall include individual having transportation and supplying all tools and equipment needed to perform these tasks.	a. \$ 28.00 b. \$ 32.00 c. \$ 90.00 d. \$ 35.00
10. Cost per application to fertilize Bahia turf areas	\$ 1,865.00
11. Annual cost for pruning and maintenance of all Canary Island Date Palms located along streets in front of residences (street palms) as to specifications in Section III. Tree Maintenance including 2 prunings, 4 fertilizations and 52 (weeks) insect/disease control. When pruning Canary Island Date palms, all pruning equipment shall be sterilized prior to the pruning of each tree.	\$ 40,000.00
12. Cost per occurrence to replenish sand on lake beach area. Sand must be beach quality and approved by CDD prior to installation. New sand depth should be a minimum of two (2) inches, free of debris and raked smooth during each installation.	\$ 6,000.00

*The prices above shall be commensurate with the contract term.*

  
Contractor Signature

Landscape Maintenance Professionals, Inc. April 11, 2019  
Company Name Date

\* Owner may purchase materials tax exempt, however bid amounts must include and identify sales tax. To the extent Owner purchases materials tax exempt during the life of this Service Agreement, Owner shall receive a compensating credit against the amount due the Contractor for the cost of such materials and sales tax included in the Bid Price.

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# **Cory Lakes**

## **Community Development District**

# **EXHIBIT**

# **3**

**AGENDA**

January 9, 2023

## EXTERIOR LANDSCAPE MAINTENANCE SERVICE AGREEMENT

This Service Agreement is made and entered into this 1st day of February 1, 2023, by and between the District, Cory Lakes Community Development District (referred to herein as "District" and "Cory Lakes CDD") located at 10441 Cory Lake Drive Tampa, FL 33647 and Landscape Maintenance Professionals, Inc. ("Contractor") located at 13050 E. US HWY 92, Dover, FL 33527 being collectively referred to as the "Parties". District's property to be maintained by Contractor is located in Tampa, Florida.

### ARTICLE ONE – STATEMENT OF INTENT

Contractor is hereby made aware that the District Manager, Development Planning & Financing Group, Inc. ("District Manager") and the Landscape Maintenance Consultants, OLM, INC., ("Consultant") anticipate that the landscape maintenance at this site shall be of the very highest quality. All work to be performed (the "Work") within the scope of the Specifications (defined below) shall be strictly managed, executed, and performed by experienced personnel. It is the District's intent to have a dedicated project manager and crew based at Cory Lake Isles to provide the services required under this Agreement.

### ARTICLE TWO – SCOPE OF WORK

The Landscape Maintenance Services (as defined in the Service Agreement – Exhibit "A", "Service Description and Specifications", hereinafter referred to as the "Specifications") will be performed by the Contractor. These Specifications include the complete care and guarantee, as defined within the Specifications of all planted trees, plants, groundcovers, and lawn areas within the limits of the Work area of Cory Lakes CDD, in Tampa, FL. In addition to the required maintenance work, the contractor is expected to make regular recommendations to upgrade or enhance the landscaping of Cory Lake Isles to "resort quality" appearance.

Contractor shall provide all materials, equipment, and labor required and/or inferred to perform all tasks identified to the Specifications and frequencies described in Exhibit "A".

District, Facility Manager and/or District Manager 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 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 which, in the opinion of the Consultant and/or District and/or District Manager, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.

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By executing this Service Agreement, Contractor represents that he has examined carefully all of the contract documents acquainted with the premises where the Work is to be performed and all conditions relevant to the Work, and has made all evaluations and investigations necessary to a full understanding of any difficulties that may be encountered in performing the Work. Contractor acknowledges that the contract 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, Facility Manager and/or District Manager in writing of any conditions beyond the control of the Contractor or Scope of Work of these Specifications that 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 that continually hold water.**
- c. **Areas of the site that are consistently too dry.**
- d. **Areas of the site that require immediate maintenance or repair.**

Contractor shall list any such items on the Weekly Maintenance Worksheet (Service Agreement – Exhibit "D") along with recommend 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 hereby indemnify, defend and save District, District Manager, and Consultant as well as all of their agents, employees, officers, directors, Supervisors, successors and assigns harmless from any and all expenses, costs, claims, actions, damages, losses and liabilities of every kind including, but not limited to, consequential and punitive damages, costs and attorneys' fees irrespective of the theory upon which based including, but not limited to, negligence and strict liability, arising in any manner whatsoever from or out of Contractor's presence at the Site for any purpose, including, but not limited to, performing Work under this Agreement whether by Contractor or its subcontractors, agents, invitees, employees, officers, directors, successors and assigns and arising out of the Site or the condition, operation Districtship, 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.

Contractor further indemnifies and holds District, District Manager, and Consultant harmless from and against all expenses, costs, claims, actions, damages, losses and liabilities of every kind (including, but not limited to, consequential and punitive damages, costs and attorneys' fees) for damages and injury to persons (including death) or property caused in whole or in part by any act, omission, negligence, willful or criminal misconduct, or fault of Contractor (its subcontractor, agents, invitees, employees, officers, directors, successors and assigns). In defense of all such claims, actions, damages, losses and liabilities, the District, District Manager, and Consultant shall each have the absolute right to select legal counsel of their own choice and Contractor shall be responsible for payment of all reasonable attorneys' fees incurred by or on behalf of the District, District Manager, or Consultant in each such case. Contractor's obligation to indemnify and defend District, District Manager, and Consultant hereunder is absolute, including instances where District,

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District Manager, and Consultant are found potentially liable, responsible or at fault and in those instances where District, District Manager, and Consultant's own negligence or actions may have caused the damage or injury in part. Notwithstanding the above, Contractor shall not be required to indemnify and defend District, District Manager, and Consultant for damages found by a Court to have been caused solely by District, District Manager, or Consultant's gross negligence or the willful, wanton or intentional misconduct of District, District Manager, and Consultant or their employees, officers, directors, successors and assigns. The provisions of this Section shall survive the expiration or earlier termination of this Service Agreement.

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, District Manager, and Consultant against all claims or liens filed by Contractor, its subcontractors, laborers or material suppliers.

Any Notice to Districts, if filed, by subcontractors will be administrated by the Board Attorney for response. The Contractor may be assessed legal fees incurred to administrate this 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 ("OSHA"). Contractor shall take precautions at all times to protect any persons and property related or affected by Contractor's Work under this Service Agreement, utilizing employee personal protective equipment, D.O.T. approved safety equipment such as bright vests, traffic cones, etc.

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. The Contractor is to conduct daily safety briefings with employees and subcontractors.

### 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.

January 9, 2023

- 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 or 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 subcontractor or by anyone directly or indirectly employed by any of them.

During the life of this Service Agreement, Contractor shall at all times maintain insurance policies and coverage as required by this Section, and promptly pay all premiums due thereon. At the time of execution of this Service Agreement, the Contractor shall deliver to the District and District Manager certificates of insurance setting forth the required coverages from companies acceptable to the District and District Manager. The certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed without 30 days prior written notice to the District and District Manager.

Insurance shall be provided with a per occurrence limit of \$2,000,000 in each of three policies as follows:

1. **Comprehensive General Liability Insurance, including products and completed operations. The District, District Manager, individual Supervisors, and Consultant shall be named as additional insureds.**
  2. **Comprehensive Auto Liability Insurance. The District, District Manager, and individual Supervisors shall be named as an additional insureds.**
  3. **Contractual Liability Insurance. The District, District Manager, and individual Supervisors 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 with an A.M. Best rating of at least A- and acceptable to District. Insurance provided by out-of-state re-insurers shall not be acceptable.

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**ARTICLE FOUR – PAYMENT**

Payments by District and/or District Manager to Contractor for Work performed shall be based on the dollar amounts described in Categories A and B from the Summary Bid Form comprise the Base Payment amount which is paid monthly and described in 4.2 and 4.3.

Category A - Landscape Maintenance Total	<u>\$343,165.00</u>
Category B - Seasonal Color/Perennial Maintenance Total	<u>\$720,000</u>
Category C - Seasonal Plant Installation Total	<u>\$6,000.00</u>
Category D - Mutch Total	<u>\$76,560.00</u>
<b>FIRST YEAR TOTAL CONTRACT PRICE</b>	<u><b>\$426,445.00</b></u>
<i>Second Year Total Contract Price</i>	<u><i>\$426,445.00</i></u>
<i>Third Year Total Contract Price</i>	<u><i>\$426,445.00</i></u>

- 4.1 Payment for Landscape Maintenance (Category A) and Seasonal Color/Perennial Maintenance (Category B), from the Summary Bid Form (see Service Agreement – Exhibit “B”), will be based on 12 equal monthly payments.
- 4.2 Contractor shall submit to the District and/or District Manager an invoice based upon the unit price schedule for Categories A and B from the Summary Bid Form (Exhibit “B”) and a detailed statement of all services rendered to the District and/or District Manager by the Contractor in the preceding month. Within 30 days of receipt of said invoice and statement, the District and/or District Manager shall remit to the Contractor seventy-five percent (75%) of the “Base Payment”, or \$21,492.81, (referred to below as “Base Payment Fixed Amount”).
- 4.3 In addition to the Base Payment of Categories A and B from the Summary Bid Form, the Contractor may also be entitled to receive a monthly *Performance Payment™* of twenty-five percent (25%), or \$7,164.27, referred to below as the “*Performance Payment™*”. The amount of a *Performance Payment™*, if any, shall be determined as follows: The Consultant, District Manager or designee and the Contractor shall conduct an inspection of the Work performed by the Contractor once per month, and the Consultant shall prepare a Landscape Maintenance Inspection Grade Sheet (see Service Agreement – Exhibit “C”) based on each inspection. Based upon the *Performance Payment™* percentage (described in Article 8.4 “Grade Evaluation/Scoring”) for a month the Contractor may be entitled to a *Performance Payment™* for said month based on a score of 87% and above.
- 4.4 Any *Performance Payment™* due for a month shall be paid concurrent with the Base Payment for said month. The Consultant will be responsible for scheduling the monthly inspections. The Consultant must be given at least 14 days’ notice to reschedule. All inspections will proceed as scheduled with or without the attendance of the Contractor.
- 4.5 *Performance Payment™* is void unless OLM, Inc. performs the Monthly Landscape Maintenance Inspection. If Consultant does not perform the monthly landscape maintenance inspection the Contractor receives full compensation for that month.
- 4.6 Payment for Seasonal Color/Perennial Installation and Mulching, Categories C and D from the Proposal Forms, will be invoiced as the Work is completed and approved by Consultant and/or District and/or District Manager.

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**ARTICLE FIVE – TERMINATION**

- 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, at District's sole and absolute discretion. 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 terminate the Service Agreement with 60 days' written notice with or without cause. Termination notice must be sent to and received by the District and/or District Manager by Certified Mail. The 60-day notice shall commence on the day of actual receipt of said written notice by District and/or District Manager.
- 5.3 The table below is to be used in determining the actual dollar amounts owed to the District or Contractor in the event the Service Agreement is terminated before the end of a twelve-month period (assuming a leveled billing system). The percentages apply only to Categories A and B from the Summary Bid Form (Exhibit "B") and are representative of the dollar amount of the actual Work performed.

To determine this dollar amount, add each month's percentage between the Service Agreement start date and termination date. Multiply this percentage by the A and B total to determine the amount of actual Work done. The difference between this total, compared to the amount actually paid [ $1/12 \times (A+B)$ ], is the amount owed to either the District or Contractor.

Mth	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
%	5	6	7	10	10	10	10	10	10	10	7	5

**Example:**

Category A plus Category B from the Service Agreement Summary Bid Form is \$12,000.00. The Service Agreement start date is January 1. The termination date is July 31. The total of the percentages = 58%.  $58\% \times \$12,000 = \$6,960.00$ , which represents the actual Work done. The actual amount paid was  $\$1,000.00/\text{month} \times 7 \text{ months} = \$7,000.00$ . Because the actual amount of Work done is less than the actual amount paid, the Contractor owes the District \$40.00.

**ARTICLE SIX – SCHEDULING**

**6.1 Timing**

Scheduling of maintenance visits will be determined by the District and/or District Manager. District and/or District Manager 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.

District, Facility Manager and/or District Manager 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.

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

**7.1 Billing**

It is the Contractor's responsibility to inspect and manage the need for the specified items and frequency of the specified items in Exhibit "B". It is also the responsibility of the Contractor to notify the Consultant/District and/or District Manager (see Article 4.2) of items performed to ensure they do not exceed the frequencies specified on the Category A and B (Maintenance Itemized Bid Forms – Exhibit "B").

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 and/or District Manager requests. Any such Work must be approved in writing by the District and/or District Manager before it is begun by the Contractor.

When any extra Work is performed and the District and/or District Manager 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 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 Work.
- c. All possible associated future costs, i.e., mulch, additional irrigation heads.

**ARTICLE EIGHT – LANDSCAPE MAINTENANCE INSPECTIONS**

**8.1 Weekly Inspections**

Contractor is responsible for a weekly inspection of the entire property and for the performance of all items required and referred to in these Specifications.

**8.2 Weekly Maintenance Worksheet**

Contractor is also responsible for notifying the District, District Manager, and/or designee and the Consultant through the Weekly Maintenance Worksheet (Exhibit "D") of any problems. This worksheet must be left with the property manager on the day of the maintenance visit and copies must be sent to OLM, INC. on a weekly basis. These forms are very important in protecting the District, District Manager, and/or designee and Contractor when discrepancies occur. Contractor may use its own formatted worksheet form upon approval of the District, District Manager, and/or designee and/or Consultant. Any items not called to the attention of the District, District Manager, and/or designee and Consultant that result in any damage to the property will become the liability of the Contractor.

**8.3 Monthly Landscape Maintenance Inspection**

District, District Manager or designee and/or Consultant will perform a monthly site inspection with the Contractor. At that time, the Consultant and / or District Manager or designee will compile a list of landscape related items that should be performed before the next site inspection. OLM, INC. Will be responsible for scheduling the monthly inspections. OLM, INC. must have no less than a 14-day notice if there is a need to reschedule. All scheduled inspections will proceed with or

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without the attendance of the Contractor.

**8.4 Grade Evaluation/Scoring**

Consultant will be responsible for the graded evaluation of the property. The final grade evaluation will be determined by the timely and quality execution of the Contractor's landscape maintenance functions. Contractor's monthly *Performance Payment*™ will be determined by the final score, based on the form labeled Sample Landscape Maintenance Inspection Grade sheet (Exhibit "C"). The District reserves the right to perform landscape maintenance inspection independent of OLM, Inc. Each item listed on the Inspection Form has a specific amount of points from which deductions may be made for the improper execution of each landscape-related task. Items are not scored if the Work is being performed to industry standards.

**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, 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 and/or District Manager or designee.

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 District  
Manager c/o:

Company Name: Wrathell, Hunt and Associates, LLC  
 Street Address: 2300 Glades Road, Suite 410W  
 City, State: Boca Raton, FL 33431  
 ATTN.: District Manager  
 Tel.: 561 571-0010  
 Fax: n/a  
 Email: AdamsC@wrthassociates.com

Contractor:

Company Name: LANDSCAPE MAINTENANCE PROFESSIONALS, INC.  
 Street Address: P.O. Box 267  
 City, State: SEFFNER, FL 33583  
 ATTN.: SCOTT A. CARLSON  
 Tel.: 813-757-6500  
 Fax: 813-757-6501  
 E-Mail: SCOTT.CARLSON@LMPRO.COM

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

- Exhibit "A" Service Description and Specifications
- Exhibit "B" Summary and Itemized Bid Forms
- Exhibit "C" Landscape Maintenance Inspection Gradesheet
- Exhibit "D" Weekly Maintenance Worksheet
- Exhibit "E" Irrigation Controllers
- Exhibit "F" Site Maps

Any subcontractor utilized by Contractor shall be 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 responsible contractor.

In the event suit is brought or an attorney is retained by either Party 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.

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. In the event a dispute arises regarding the terms of this Service Agreement, the parties expressly agree the terms hereof shall not be construed by any court or arbiter in favor of or against either party.

This Service Agreement shall not be assigned by the Contractor without prior written consent of the District and/or District Manager.

11-952

**ARTICLE ELEVEN—SIGNATURES**

Having carefully examined this Service Agreement, as well as the premises and the conditions affecting the Work outlined herein, 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 February 1, 2023 and expire on January 31, 2026.

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.

**CORY LAKES COMMUNITY DEVELOPMENT DISTRICT**

By CODSAL  
Name CHESTLEY E. ADAMS JR.  
Title MGR/SEC.  
Date: 1.23.23

**LANDSCAPE MAINTENANCE PROFESSIONALS, INC**

By Scott A. Carlson  
Name: Scott A. Carlson  
Title: Vice President/General Manager  
Date: January 9, 2023

**EXHIBIT "B"**  
**SUMMARY BID FORM**

**Exterior Landscape Maintenance**  
**CORY LAKES CDD**  
**Tampa, FL**

A. Landscape Maintenance Total	\$343,165.00
B. Seasonal Color / Perennial Maintenance Total	\$ 720.00
C. Seasonal Plant Installation Total	\$6,000.00
D. Mulch Total	\$76,560.00
<b>FIRST YEAR TOTAL BID PRICE</b>	<b>\$426,445.00</b>
<b>SECOND YEAR TOTAL BID PRICE</b>	<b>\$426,445.00</b>
<b>THIRD YEAR TOTAL BID PRICE</b>	<b>\$426,445.00</b>

Contractor Company Name LMP, INC.  
 Contractor Address P.O. Box 267, SEFFNER, FL 33583  
 Name of Person Completing This Form SCOTT A. CARLSON  
 Title V.P. / GM.  
 Telephone Number 813-757-6500  
 Date JAN 9, 2023

\* District may purchase materials tax exempt, however bid amounts must include and identify sales tax. To the extent District purchases materials tax exempt during the life of this Service Agreement, District shall receive a compensating credit against the amount due the Contractor for the cost of such materials and sales tax included in the Bid Price.

IV-182c

**WORK SCHEDULE**

Work under this Service Agreement is to begin at the execution of the Service Agreement, and run concurrent with any successive terms.  
Contractor is to prepare and provide the District/Facility Manager with a proposed maintenance calendar (minimum quarterly presentation) of all planned maintenance activities. The calendar is to be maintained by the contractor, updated monthly and submitted to the CDD Facility Manager.

**ADDENDA**

Contractor acknowledges receipt of the following Addenda, which are included in our Proposal.

ADDENDUM #	DATED:
ADDENDUM #	DATED:

**UNIT PRICES**

We acknowledge receipt of the following Unit Prices that are included in our Proposal.

UNIT PRICE # 30	DATED: January 9, 2023
UNIT PRICE #	DATED:

IV-2 *SPC*

**EXHIBIT "B" (CONTINUED)**  
**CORY LAKES CDD**  
**CATEGORY A**

**LANDSCAPE MAINTENANCE ITEMIZED BID FORM**

FUNCTION	FREQUENCY (PER YEAR)	UNIT PRICE	TOTAL
St. Augustine/Zoysia Turf Mow	42	297.00	12,474.00
Bahia Turf Mow	24	634.50	15,228.00
Edge (Bedlines)	42	304.50	12,789.00
Edge (Hardlines)	42	235.50	9,891.00
Monofilament Trim	42	63.00	2,646.00
Bed Weed Control	52	1,150.75	59,839.00
Shrub/Groundcover Trim	12	4,490.00	53,880.00
Tree Pruning	12	882.50	10,590.00
Palm Pruning	2	24,102.00	48,204.00
Debris Disposal	52	822.50	42,770.00
Insect/Disease Control	52	53.50	2,782.00
Irrigation Management	52	367.00	19,084.00
Palm Fertilization	4	3,345.00	13,380.00
Tree Fertilization	2	1,062.00	2,124.00
Shrub Fertilization	4	3,950.00	15,800.00
Groundcover Fertilization	4	INCLUDED	INCLUDED
St. Augustine Turf Fertilization	6	1,859.00	11,154.00
Turf Weed Control	52	62.50	3,250.00
Beach Grooming	52	140.00	7,280.00

**CATEGORY A. FIRST YEAR LANDSCAPE MAINTENANCE TOTAL**

\$ 343,165.00

  
 Contractor Signature

  
 Company Name

JAN 9, 2023

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1V-3 JPC



**EXHIBIT "B" (CONTINUED)  
CORY LAKES CDD**

**CATEGORY B**

**SEASONAL COLOR/PERENNIAL MAINTENANCE ITEMIZED BID FORM**

SEASONAL MAINTENANCE	FREQUENCY (PER YEAR)	TOTAL
Deadheading	As needed	120.00
Pruning	As needed	120.00
Insect/Disease Control	As needed	120.00
Fertilization	2	INCLUDED

*Seasonal Color Maintenance Subtotal* \$ 360.00

PERENNIAL MAINTENANCE	FREQUENCY (PER YEAR)	TOTAL
Deadheading	As needed	120.00
Cut Back	As needed	120.00
Insect/Disease Control	As needed	120.00
Fertilization	2	Included
Mulching	Included	Included

*Perennial Maintenance Subtotal* \$ 300.00

**CATEGORY B. FIRST YEAR SEASONAL COLOR /PERENNIAL MAINTENANCE TOTAL** \$ 720.00

S. A. CA-  
Contractor Signature

LMP, INC  
Company Name

JAN 9, 2023

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IV-482

**EXHIBIT "B" (CONTINUED)**  
**CORY LAKES CDD**

**CATEGORY C**

**SEASONAL COLOR INSTALLATION**  
**ITEMIZED BID FORM**

QUANTITY	PLANT MATERIAL	SIZE	UNIT PRICE	TOTAL PRICE
800	Spring	4"	\$2.50	\$2,000.00
800	Fall	4"	\$2.50	\$2,000.00
800	Winter	4"	\$2.50	\$2,000.00

**CATEGORY C. FIRST YEAR SEASONAL PLANT INSTALLATION TOTAL** \$6,000.00

- NOTE 1: Contractor shall be responsible for pricing installation of three (3) annual rotations.
- NOTE 2: All annuals shall be 4" container-grown Grade "A" plants with multiple blooms at the time of installation.
- NOTE 3: All prices should include soil amendments, mulch, labor, taxes, etc. associated with installation. All plants should be in bloom at time of planting.
- NOTE 4: Specific colors and varieties shall be mutually agreed upon prior to installation.
- NOTE 5: Contractor is responsible for the spacing of seasonal plants as shown below:
  - a. Distance away from curbs, turfines, etc.  
 Annuals 10"
  - b. On Center (o.c.) Spacings  
 Annuals 10"

*[Handwritten Signature]*

Contractor Signature

Landscape Maintenance Professionals, Inc.

Company Name

January 9, 2023

Date

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January 9, 2023

EXHIBIT "B" (CONTINUED)  
CORY LAKES CDD

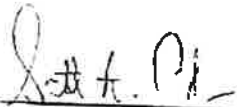
CATEGORY D

MULCH  
ITEMIZED BID FORM

MATERIAL & FUNCTION	CUBIC YARDS	UNIT PRICE	TOTAL PRICE
Pinebark mini-nuggets and Trenching	1,320	\$58.00	\$76,560.00

*Contractor is responsible for measuring and confirming the quantity of mulch for 1 (1) complete application per year.*

CATEGORY D. FIRST YEAR MULCH TOTAL \$76,560.00



Contractor Signature

Landscape Maintenance Professionals, Inc.

Company Name

January 9, 2023

Date

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January 9, 2023

**EXHIBIT "B" (CONTINUED)  
CORY LAKES CDD  
SUPPLEMENTAL PRICING FORM**

1. Medium pine bark nuggets (cost/cubic yard, spread on site)	\$58.00
2. Cypress mulch (cost/cubic yard, spread on site)	\$58.00
3. Beach sand (cost/cubic yard, spread on site). Sand must be beach quality and approved by CDD prior to installation.	\$55.00
4. Additional labor with truck and hand tools (cost/man hour)	\$35.00
5. Additional labor with truck and small power equipment (e.g., edger blower, etc.) (cost/man hour)	\$35.00
6. Additional labor with truck and light power equipment (e.g., 36" and 52" walk mower) (cost/man hour)	\$35.00
7. Additional labor with truck and heavy power equipment a. 72" bush hog with operator (cost/man hour) b. 600 gallon minimum watering truck with operator (cost/man hour)	a. \$60.00 b. \$65.00
8. St. Augustine sod laid, non-site ready (cost/square foot)	\$1.25
9. Cost per hour: a. General laborer b. Supervisor and truck c. Irrigation Technician with one laborer & truck d. General repair and maintenance person that shall be required to perform these and other general maintenance task, e.g., replacement of light bulbs, pressure washing, general painting of signs and hardware. Price shall include individual having transportation and supplying all tools and equipment needed to perform these tasks.	a. \$35.00 b. \$45.00 c. \$110.00 d. \$35.00
10. Cost per application to fertilize Bahia turf areas	\$1,865.00
11. Annual cost for pruning and maintenance of all Canary Island Date Palms located along streets in front of residences (street palms) as to specifications in Section III. Tree Maintenance including 2 prunings, 4 fertilizations and 32 (weeks) insect/disease control. When pruning Canary Island Date palms, all pruning equipment shall be sterilized prior to the pruning of each tree.	\$40,000.00
12. Cost per occurrence to replenish sand on lake beach area. Sand must be beach quality and approved by CDD prior to installation. New sand depth should be a minimum of two (2) inches, free of debris and raked smooth during each installation.	\$6,000.00

*The prices above shall be commensurate with the contract term.*

*[Signature]*  
Contractor Signature

*Landscape Maintenance Professionals, Inc.*  
Company Name

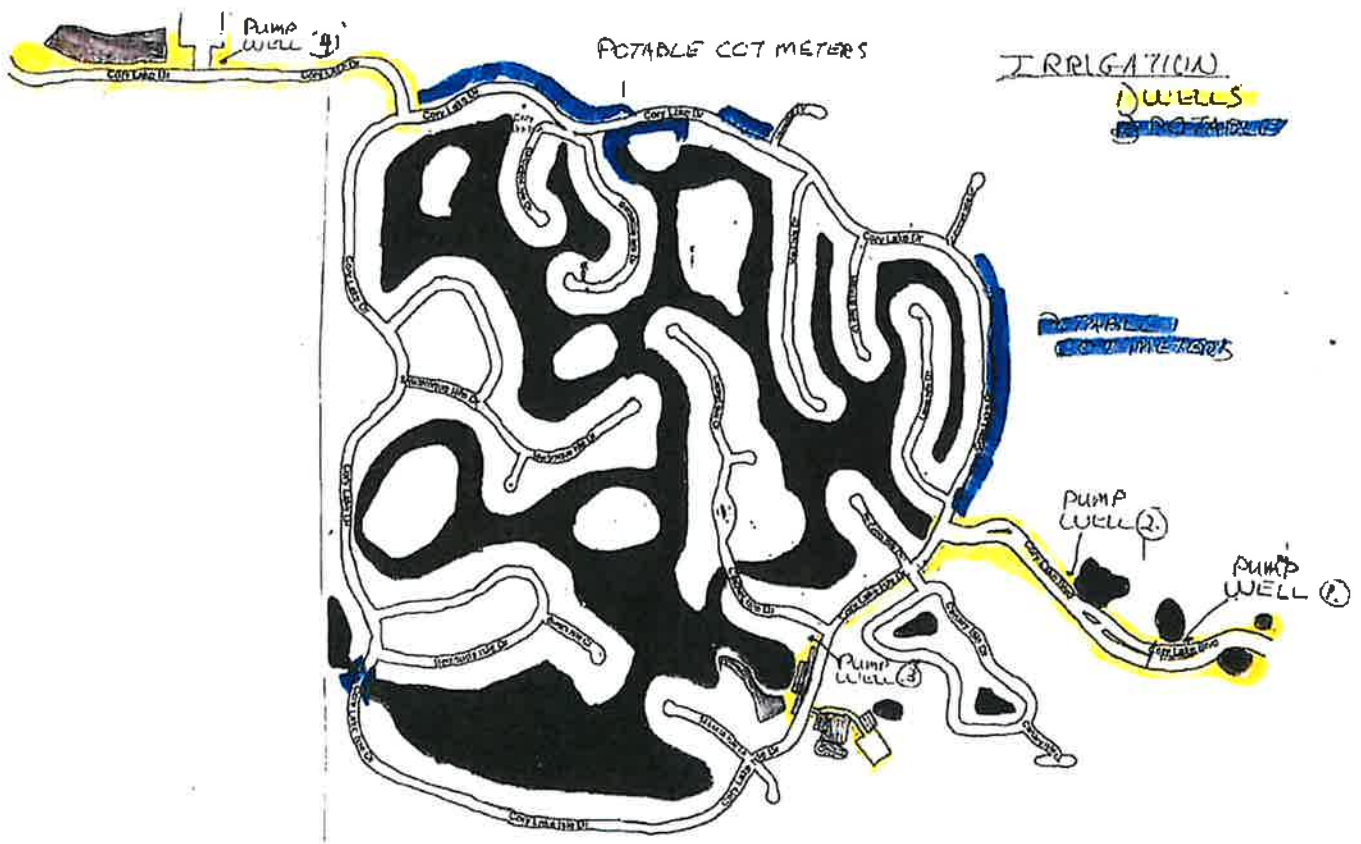
*January 9, 2023*  
Date

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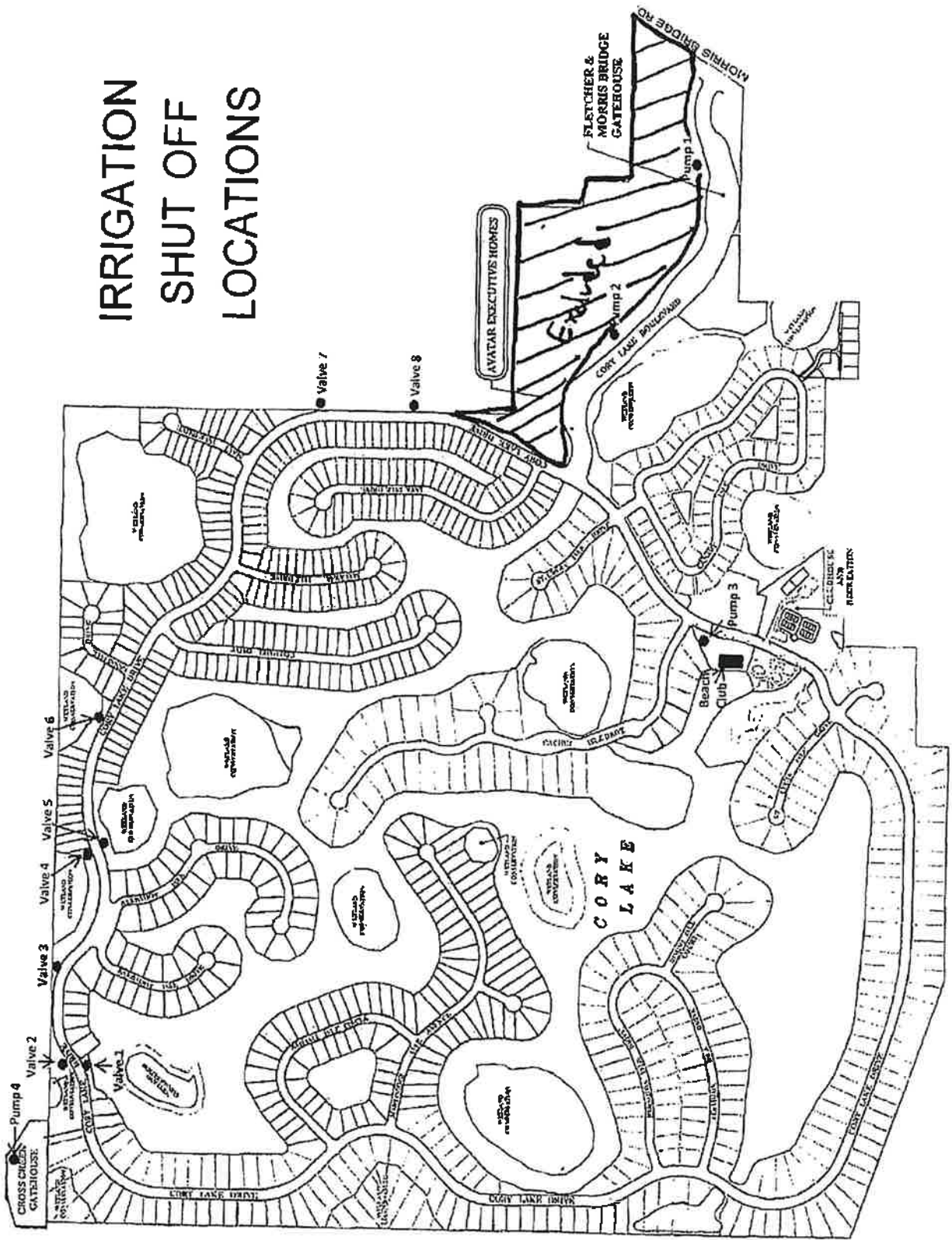




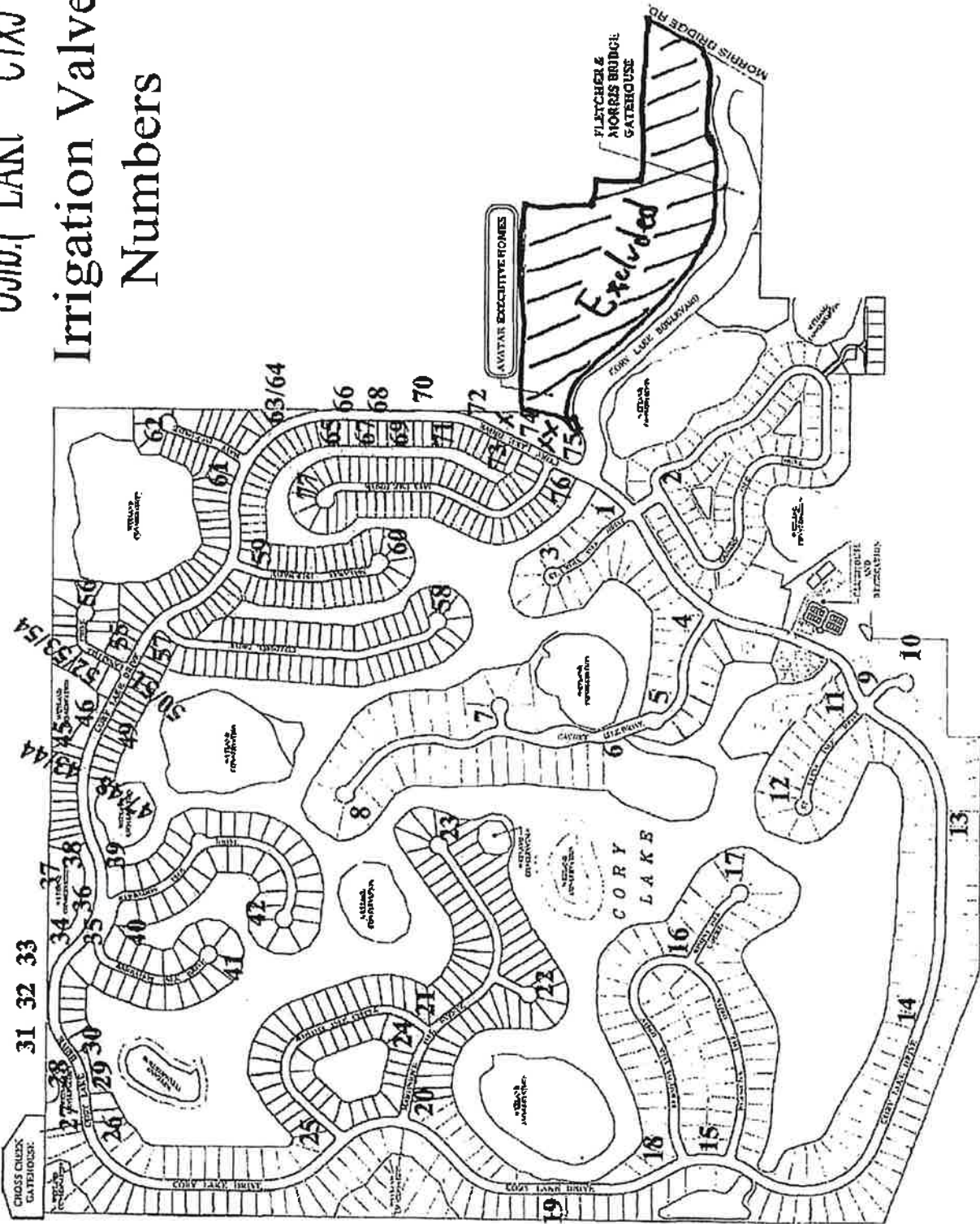




# IRRIGATION SHUT OFF LOCATIONS



# Ujfb.( LAKT C1XJ Irrigation Valve Numbers



# **Cory Lakes**

**Community Development District**

# **EXHIBIT**

# **4**

**AGENDA**

## Larry Krause

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**Subject:** FW: Please review

---

**From:** Steve Small  
**Sent:** Wednesday, November 22, 2023 7:42 AM  
**To:** Larry Krause <larry@breezehome.com>  
**Cc:** John Hall <clcddfm@corylakescdd.net>  
**Subject:** FW: Please review

Here is the approval for what you are asking for, if you have any other questions please email Scott Carlson as he is the Vice President and can answer any other questions you might have thanks have a great day.

---

**From:** John Hall <[clcddfm@gmail.com](mailto:clcddfm@gmail.com)>  
**Sent:** Tuesday, March 22, 2022 11:08 AM  
**To:** Steve Small  
**Subject:** RE: Please review

Good morning Steve,

Please see attached palm pruning approval.

In regards to the fuel surcharge, please make sure this is included as a separate line item on the monthly billing and any other billing statements.

Best regards,

John Hall, (Facilities Manager)  
Cory Lake Community Development District  
10441 Cory Lake Drive  
Tampa, FL 33647  
(O) [813.986.1031](tel:813.986.1031) (C) [813.924.4673](tel:813.924.4673)  
(F) [813.986.1056](tel:813.986.1056), (E) [clcddfm@corylakescdd.net](mailto:clcddfm@corylakescdd.net)

---

**From:** Steve Small  
**Sent:** Tuesday, March 22, 2022 9:20 AM  
**To:** clcddfm <[clcddfm@gmail.com](mailto:clcddfm@gmail.com)>  
**Subject:** Please review

John please read attachment, this hopefully won't last long but for now this is what we have to do we cant absorb all the cost of fuel this is not a permanent thing we can only control what is happening in the present. Also I had sent you a proposal for the Resident palms please sign this so I can get this scheduled I need a signed proposal to do so. Thanks

Steve Small  
Account Manager, BMP Certified  
LMP Website: [www.lmpro.com](http://www.lmpro.com)  
Call us today for a greener tomorrow!



P.O. BOX 267 SEFFNER, FL 33583 – (877) 567-7761 – FAX (813) 757-6501 – SALES@LMPPRO.COM

MARCH 15, 2022

LMP VALUED CUSTOMER:

Our goal is to always provide quality service at very affordable prices all the while exceeding our customer’s expectations.

Unfortunately, with the volatility in fuel pricing, we are being forced to implement a fuel surcharge effective April 1, 2022. This decision does not come lightly but given fuel is one of our top 3 expenditures we can’t continue to absorb this cost without it impacting our ability to operate.

With that said, we have no idea where fuel pricing is going to go this year so we have created the following table based on published fuel prices through AAA ([www.gasprices.aaa.com](http://www.gasprices.aaa.com)). They publish a daily average price by state.

We will take the published average unleaded fuel price for the state of Florida as of the 15<sup>th</sup> of the current month and will add an additional line to the monthly contractual invoicing for the following month (March 15<sup>th</sup> published price average for Florida is \$4.34, then we will use the below scale to implement for April which in this case would be a 1.5% fuel surcharge). This surcharge will apply only to the monthly maintenance invoicing (with the exception of any outstanding proposals that have not been acted on as of March 15, 2022) as we have the ability to account for the rise in fuel and materials in our proposed jobs that require written approval before we proceed. Some may question why \$3.01 is the starting point for the fuel surcharge. The reality is that fuel prices hit the \$3.00 mark in September and we had hopes that fuel prices would come back down to under \$3.00 but that just isn’t the case. In 2020 the average fuel price was \$2.07 and in 2021 the average fuel price climber to \$2.87.

**Published Regular Unleaded Fuel Prices Surcharge Scale (prices per gallon)**

- \$3.01 - \$3.50 = .5% fuel surcharge
- \$3.51 - \$4.00 = 1% fuel surcharge
- \$4.01 - \$4.50 = 1.5% fuel surcharge
- \$4.51 - \$5.00 = 2.0% fuel surcharge
- \$5.01 - \$5.50 = 2.5% fuel surcharge
- \$5.51 - \$6.00 = 3.0% fuel surcharge
- \$6.01 - \$6.50 = 3.5% fuel surcharge
- \$6.51 - \$7.00 = 4.0% fuel surcharge
- \$7.01 - \$7.50 = 4.5% fuel surcharge
- \$7.51 - \$8.00 = 5.0% fuel surcharge

We understand this is an unexpected expense for you as the customer but it certainly is a large part of our operating expense and we can’t continue to provide our highest quality services while absorbing this cost on us 100%. We appreciate your understanding and hopefully pricing comes back down sooner rather than later.

Respectfully,

Scott A. Carlson  
Vice-President

### Florida Regular Conventional Retail Gasoline Prices (Dollars per Gallon)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>2003</b>					NA	1.458	1.507	1.600	1.625	1.521	1.482	1.480
<b>2004</b>	1.606	1.658	1.743	1.804	1.953	1.982	1.922	1.816	1.875	1.995	2.014	1.923
<b>2005</b>	1.883	1.931	2.100	2.270	2.190	2.163	2.275	2.482	2.882	2.825	2.371	2.218
<b>2006</b>	2.362	2.317	2.458	2.798	2.871	2.822	2.932	2.947	2.637	2.247	2.231	2.316
<b>2007</b>	2.270	2.251	2.558	2.836	3.035	2.991	2.908	2.739	2.775	2.826	3.104	3.062
<b>2008</b>	3.094	3.070	3.284	3.471	3.765	3.995	4.028	3.767	3.733	3.127	2.171	1.724
<b>2009</b>	1.813	1.959	1.983	2.084	2.249	2.605	2.536	2.570	2.469	2.510	2.678	2.633
<b>2010</b>	2.742	2.678	2.800	2.841	2.816	2.649	2.633	2.660	2.642	2.758	2.817	2.984
<b>2011</b>	3.092	3.182	3.544	3.752	3.832	3.582	3.589	3.598	3.521	3.378	3.348	3.255
<b>2012</b>	3.413	3.648	3.819	3.885	3.568	3.322	3.303	3.623	3.756	3.625	3.349	3.293
<b>2013</b>	3.402	3.697	3.708	3.490	3.433	3.454	3.502	3.499	3.441	3.272	3.260	3.401
<b>2014</b>	3.371	3.350	3.505	3.682	3.625	3.554	3.485	3.313	3.278	3.137	2.848	2.552
<b>2015</b>	2.141	2.186	2.424	2.458	2.574	2.653	2.578	2.346	2.125	2.122	2.079	1.993
<b>2016</b>	1.889	1.730	1.942	2.026	2.175	2.276	2.124	2.060	2.145	2.182	2.089	2.237
<b>2017</b>	2.335	2.223	2.231	2.384	2.303	2.256	2.145	2.247	2.673	2.417	2.430	2.342
<b>2018</b>	2.461	2.542	2.488	2.636	2.781	2.732	2.715	2.724	2.723	2.747	2.496	2.229
<b>2019</b>	2.146	2.242	2.504	2.697	2.635	2.468	2.568	2.376	2.398	2.384	2.351	2.421
<b>2020</b>	2.455	2.327	2.129	1.804	1.770	1.948	2.065	2.069	2.110	2.096	1.974	2.139
<b>2021</b>	2.266	2.440	2.759	2.787	2.816	2.886	2.952	2.945	3.006	3.141	3.268	3.194
<b>2022</b>	3.186	3.439										

Source - [https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=pet&s=emm\\_epmru\\_pte\\_sfl\\_dpg&f=m](https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=pet&s=emm_epmru_pte_sfl_dpg&f=m)

# **Cory Lakes**

## **Community Development District**

# **EXHIBIT**

# **5**

**AGENDA**

**Option 1 Total hours 396**

Everything remains the same for hours and shifts.

**Option 2 Total hours 341**

Cross Creek gate remains the same coverage.

Morris Bridge gate would drop weekend hours to 1000 – 2200 for the weekend and remove all over night shifts at the gate.

Patrol would drop to weekdays 2200 – 0600 and weekends 2030 – 0600.


**Option 3 Total hours 312**

Cross Creek gate remains the same coverage.

Morris Bridge gate no gate coverage on weekends and no overnight coverage.

Patrol would drop to only 2200 – 0600 7 days a week.



 <b>There for you.</b> Cory Lakes						
Position	Hours Per Week	Pay Wage		Bill Rate	Overtime/Holiday Rate	Annual Spend
Site Supervisor	40.0	\$19.00		\$27.36	\$41.04	\$56,908.80
Security Professionals	356.0	\$16.00		\$22.24	\$33.36	\$411,706.88
<b>Total Security Hours Per Week</b>	396.0					<b>\$468,615.68</b>
Average Pay Wage						\$16.30
Cumulative Bill Rate						\$22.75
Estimated Annual Holiday Cost						\$4,505.92
Based on the following seven (7) recognized holidays: New Year's Day, President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day						
<b>Estimated Subtotal</b>						<b>\$473,121.60</b>
Sales Tax	0.0%					\$0.00
<b>Estimated Total Annual Cost</b>						<b>\$473,121.60</b>
<b>Estimated Total Monthly Cost</b>						<b>\$39,426.80</b>
<b>Estimated Total Weekly Cost</b>						<b>\$9,096.49</b>
Medical Benefits Based on Participation (Affordable Care Act Compliant Plans)						Included
Direct Bill Items						
Pricing Notes						

**Value-added and Affordable Security Officer Benefits (included in your rate)**

- Medical Insurance (full-time/benefit eligible)
- Dental Insurance (full-time/benefit eligible)
- Vision Insurance (full-time, benefit eligible)
- 401(k) plan
- Life and disability insurance
- Vacation
- Background check and 10 panel drug screen on all officers
- Uniforms at no cost to you or the officer
- Training, including OJT and refresher training
- Direct Deposit

**Items that will be direct billed as incurred:**

Allied Universal recognizes seven (7) holidays: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, & Christmas Day (if applicable). Overtime rate is 1.5 times the bill rate with less than 48 hour notice of additional coverage. Client must approve via email any overtime charges.

## Cory Lake Isles CDD

### Security Professional

Item	S/hr
Wage	\$16.00
Training	\$0.31
Vacation	\$0.31
NBOT/Calloffs	\$0.33
FICA	\$1.29
FUI	\$0.03
SUI	\$0.15
WC	\$0.42
GLI	\$0.28
Health	\$0.43
Uniform	\$0.17
Background	\$0.08
Overhead	\$1.56
Profit	\$0.94
Bill Rate	\$22.24

### Site Supervisor

Item	S/hr
Wage	\$19.00
Training	\$0.88
Vacation	\$0.80
NBOT/Calloffs	\$0.39
FICA	\$1.53
FUI	\$0.05
SUI	\$0.18
WC	\$0.58
GLI	\$0.34
Health	\$0.60
Uniform	\$0.22
Background	\$0.12
Overhead	\$1.56
Profit	\$1.11
Bill Rate	\$27.36

# SECURITY OFFICER WEEKLY SCHEDULE

CORY LAKE ISLE CDD

	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
<b>Cross Creek Gate</b>	<b>813-907-8400</b>						
0600-1400	0600-1400	0600-1400	0600-1400	0600-1400	0600-1400	0600-1400	0600-1400
1400-2200	1400-2200	1400-2200	1400-2200	1400-2200	1400-2200	1400-2200	1400-2200
2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600
<b>Morris Bridge Gate</b>	<b>813-986-0030</b>						
0600-1400	0600-1400 x2	0600-1400	0600-1400	0600-1400	0600-1400	0600-1400	0600-1400
1400-2200	1400-2200	1400-2200	1400-2200	1400-2200	1400-2200	1400-2200	1400-2200
2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600
<b>Patrol</b>	<b>813-690-8594</b>						
1800-2200	1800-2200	1800-2200	1800-2200	1800-2200	1800-2200	1800-2200	1800-2200
2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600
<b>Training</b>							




Site Address & Contact Info

10441 Cory Lane Drive  
Tampa, FL 33647  
813-986-1031

- Shift 1
- Shift 2
- Shift 3
- Shift 4
- Shift 5
- Shift 6
- Shift 7
- Shift 8
- Shift 9
- Shift 10

It is required that you start your scheduled work shift on time, assuming all duties with all the necessary information and tools when your shift begins, as noted on your post's weekly schedule.

**NOTES: OPTION 1 - TOTAL HOURS 396**

						
Cory Lakes						
Position	Hours Per Week	Pay Wage		Bill Rate	Overtime/Holiday Rate	Annual Spend
Site Supervisor	40.0	\$19.50		\$28.08	\$42.12	\$58,406.40
Security Professionals	301.0	\$16.50		\$22.93	\$34.40	\$358,900.36
<b>Total Security Hours Per Week</b>	<b>341.0</b>					<b>\$417,306.76</b>
Average Pay Wage						\$16.85
Cumulative Bill Rate						\$23.53
Estimated Annual Holiday Cost						\$4,012.57
Based on the following seven (7) recognized holidays: New Year's Day, President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day						
<b>Estimated Subtotal</b>						<b>\$421,319.33</b>
Sales Tax	0.0%					\$0.00
<b>Estimated Total Annual Cost</b>						<b>\$421,319.33</b>
<b>Estimated Total Monthly Cost</b>						<b>\$35,109.94</b>
<b>Estimated Total Weekly Cost</b>						<b>\$8,102.29</b>
Medical Benefits Based on Participation (Affordable Care Act Compliant Plans)						Included
Direct Bill Items						
Pricing Notes						

**Value-added and Affordable Security Officer Benefits (included in your rate)**

- Medical Insurance (full-time/benefit eligible)
- Dental Insurance (full-time/benefit eligible)
- Vision Insurance (full-time, benefit eligible)
- 401(k) plan
- Life and disability insurance
- Vacation
- Background check and 10 panel drug screen on all officers
- Uniforms at no cost to you or the officer
- Training, including OJT and refresher training
- Direct Deposit

**Items that will be direct billed as incurred:**

- Allied Universal recognizes seven (7) holidays: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, & Christmas Day (if applicable).
- Overtime rate is 1.5 times the bill rate with less than 48 hour notice of additional coverage. Client must approve via email any overtime charges.

# Cory Lakes Islse Current wage Breakdown


## Officer's Current

Item	\$/hr	% MU	% Bill	HPW	Wage	Bill	MU
Wage	\$ 16.50	100.00%	71.96%	301.00	\$ 16.50	\$ 22.93	1.390
Training	\$ 0.25	1.54%	1.11%	16.00	\$ 15.00	\$ -	-
Vacation	\$ 0.32	1.92%	1.38%	-	\$ -	\$ -	-
NBOT/Calloffs	\$ 0.34	2.07%	1.49%	317.00	\$ 16.42	\$ -	-
FICA	\$ 1.33	8.07%	5.81%				
FUI	\$ 0.03	0.18%	0.13%				
SUI	\$ 0.15	0.92%	0.66%				
WC	\$ 0.44	2.64%	1.90%				
GLI	\$ 0.29	1.75%	1.26%				
Health	\$ 0.43	2.61%	1.88%				
Uniform	\$ 0.17	1.03%	0.74%				
Background	\$ 0.08	0.48%	0.35%				
Overhead	\$ 1.61	9.73%	7.00%				
Profit	\$ 0.99	6.02%	4.33%				
Bill Rate	\$ 22.93	138.97%	100.00%				

## Site Supervisor Current

Item	\$/hr	% MU	% Bill	HPW	Wage	Bill	MU
Wage	\$ 19.50	100.00%	69.44%	40.00	\$ 19.50	\$ 28.08	1.440
Training	\$ 0.30	1.54%	1.07%	16.00	\$ 18.00	\$ -	-
Vacation	\$ 0.38	1.92%	1.34%	-	\$ -	\$ -	-
NBOT/Calloffs	\$ 0.40	2.07%	1.44%	56.00	\$ 19.42	\$ -	-
FICA	\$ 1.57	8.07%	5.61%				
FUI	\$ 0.03	0.16%	0.11%				
SUI	\$ 0.15	0.78%	0.54%				
WC	\$ 0.53	2.74%	1.90%				
GLI	\$ 0.35	1.81%	1.26%				
Health	\$ 0.43	2.21%	1.53%				
Uniform	\$ 0.17	0.87%	0.61%				
Background	\$ 0.08	0.41%	0.28%				
Overhead	\$ 1.97	10.08%	7.00%				
Profit	\$ 2.21	11.35%	7.88%				
Bill Rate	\$ 28.08	144.00%	100.00%				



 There for you.						
Cory Lakes						
Position	Hours Per Week	Pay Wage		Bill Rate	Overtime/Holiday Rate	Annual Spend
Site Supervisor	40.0	\$20.00		\$28.80	\$43.20	\$59,904.00
Security Professionals	272.0	\$17.00		\$22.63	\$35.45	\$320,078.72
<b>Total Security Hours Per Week</b>	<b>312.0</b>					<b>\$370,882.72</b>
<b>Average Pay Wage</b>						<b>\$17.38</b>
<b>Cumulative Bill Rate</b>						<b>\$23.42</b>
<b>Estimated Annual Holiday Cost</b>						<b>\$3,653.68</b>
Based on the following seven (7) recognized holidays: New Year's Day, President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day						
<b>Estimated Subtotal</b>						<b>\$383,636.40</b>
<b>Sales Tax</b>	0.0%					<b>\$0.00</b>
<b>Estimated Total Annual Cost</b>						<b>\$383,636.40</b>
<b>Estimated Total Monthly Cost</b>						<b>\$31,969.70</b>
<b>Estimated Total Weekly Cost</b>						<b>\$7,377.62</b>
<b>Medical Benefits Based on Participation (Affordable Care Act Compliant Plans)</b>						<b>Included</b>
Direct Bill Items						

Pricing Notes

**Value-added and Affordable Security Officer Benefits (Included in your rate)**

- Medical Insurance (full-time/benefit eligible)
- Dental Insurance (full-time/benefit eligible)
- Vision Insurance (full-time, benefit eligible)
- 401(k) plan
- Life and disability insurance
- Vacation
- Background check and 10 panel drug screen on all officers
- Uniforms at no cost to you or the officer
- Training, including OJT and refresher training
- Direct Deposit

**Items that will be direct billed as Incurred:**

Allied Universal recognizes seven (7) holidays: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, & Christmas Day (if applicable).  
 Overtime rate is 1.5 times the bill rate with less than 48 hour notice of additional coverage. Client must approve via email any overtime charges.

# Cory Lakes Islse Current wage Breakdown

## Officer's Current

Item	\$/hr	% MU	% Bill	HPW	Wage	Bill	MU
Wage	\$ 17.00	100.00%	71.94%	272.00	\$ 17.00	\$ 23.63	1.390
Training	\$ 0.26	1.54%	1.11%	16.00	\$ 15.00	\$ -	-
Vacation	\$ 0.33	1.92%	1.38%	-	\$ -	\$ -	-
NBOT/Calloffs	\$ 0.35	2.07%	1.49%	288.00	\$ 16.89	\$ -	-
FICA	\$ 1.37	8.07%	5.81%				
FUI	\$ 0.03	0.18%	0.13%				
SUI	\$ 0.15	0.89%	0.64%				
WC	\$ 0.45	2.64%	1.90%				
GLI	\$ 0.30	1.75%	1.26%				
Health	\$ 0.43	2.53%	1.82%				
Uniform	\$ 0.17	1.00%	0.72%				
Background	\$ 0.08	0.47%	0.34%				
Overhead	\$ 1.65	9.73%	7.00%				
Profit	\$ 1.05	6.20%	4.46%				
Bill Rate	\$ 23.63	139.00%	100.00%				

## Site Supervisor Current

Item	\$/hr	% MU	% Bill	HPW	Wage	Bill	MU
Wage	\$ 20.00	100.00%	69.44%	40.00	\$ 20.00	\$ 28.80	1.440
Training	\$ 0.31	1.54%	1.07%	16.00	\$ 18.00	\$ -	-
Vacation	\$ 0.38	1.92%	1.34%	-	\$ -	\$ -	-
NBOT/Calloffs	\$ 0.41	2.07%	1.44%	56.00	\$ 19.89	\$ -	-
FICA	\$ 1.61	8.07%	5.61%				
FUI	\$ 0.03	0.15%	0.11%				
SUI	\$ 0.15	0.76%	0.53%				
WC	\$ 0.55	2.74%	1.90%				
GLI	\$ 0.36	1.81%	1.26%				
Health	\$ 0.43	2.15%	1.49%				
Uniform	\$ 0.17	0.85%	0.59%				
Background	\$ 0.08	0.40%	0.28%				
Overhead	\$ 2.02	10.08%	7.00%				
Profit	\$ 2.29	11.46%	7.96%				
Bill Rate	\$ 28.80	144.00%	100.00%				



## SECURITY OFFICER WEEKLY SCHEDULE

CONY LAKE ISLE CDD

	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
<b>Cross Creek Gate</b> 813-907-8400							
0600-1400	0600-1400	0600-1400	0600-1400	0600-1400	0600-1400	0600-1400	0600-1400
1400-2200	1400-2200	1400-2200	1400-2200	1400-2200	1400-2200	1400-2200	1400-2200
2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600
<b>Morris Bridge Gate</b> 813-986-0030							
0600-1400	0600-1400 X2			0600-1400	0600-1400	0600-1400	0600-1400
1400-2200	1400-2200			1400-2200	1400-2200	1400-2200	1400-2200
<b>Patrol</b>	813-890-8594						
1400-2200							
2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600
<b>Training</b>							

168 hours

Job #502500

88 hours

Job #502501

56 hours

Job #502502



Site Address & Contact Info

10441 Cony Lake Drive  
Tampa, FL 33647  
813-986-1031

It is required that you start your scheduled work shift on time, assuming all duties with all the necessary information and tools when your shift begins, as noted on your post's weekly schedule.

**NOTES: OPTION 3 - TOTAL HOURS 312**

- Shift 1
- Shift 2
- Shift 3
- Shift 4
- Shift 5
- Shift 6
- Shift 7
- Shift 8
- Shift 9
- Shift 10

# **Cory Lakes**

**Community Development District**

# **EXHIBIT**

# **6**

**AGENDA**

Access Central, Inc

19046 Bruce B. Downs Blvd,  
Suite 163  
Tampa FL 33647

# Estimate

Date	Estimate #
9/27/2023	345

Name / Address
Cory Lakes Community 10441 Cory Lake Drive Tampa, FL 33647

			Project
Description	Qty	Rate	Total
SERVICE TO REPLACE EXISTING CROSS CREEK RESIDENT ENTRY BARRIER WITH MAGNETIC MICRODRIVE TOOL PRO, PROVEN TO PERFORM UNDER EXTREME USE. WE WILL CONVERT THE LIFTMASTER SETUP TO MAGNETIC TO WORK IN CONJUNCTION WITH EXISTING ACCESS CONTROL EQUIPMENT.	1	7,082.14	7,082.14
Cost includes installation and training on new equipment.		<b>Total</b>	\$7,082.14

# **Cory Lakes**

## **Community Development District**

# **EXHIBIT**

# **7**

**AGENDA**

**JOINT POA/CDD Meeting**  
**Re: Community Covenants and Bylaws**

These are the dates the POA provided in January for the Joint POA/CDD Meeting, and the Supervisors' and Staff's availability for those dates.

The meeting would take place at 6:00 p.m.

Meeting Date	Castillo	Belyea	Acoff	Fontcha	McIntyre	Krause	Thibault	Babbar (CDD)	Melton (POA)	Facility Availability
Monday, 1/8/24		x	x	x	x	x				x
Tuesday, 1/9/24	x		x		x	x				x
Thursday, 1/11/24			x	x	x	?		x	x	x
Monday, 1/15/24	x	x	x	x	x	x				x
Tuesday, 1/16/24		x	x		x	x		x	x	x
Thursday, 1/18/24*				x	x			x	x	x

\*Regular CDD Meeting Date

# **Cory Lakes**

**Community Development District**

# **EXHIBIT**

# **8**

**AGENDA**

# Cory Lakes Community Development District Beach Club Usage Agreement

Patrons (as defined as owners, renters or nonresident members who are 14 years of age or older) may use the Beach Club for special activities during operation hours. The use of the facilities shall remain open to other Patrons and their guests during normal operating hours. The Patron reserving an area of the Beach Club shall be responsible for any and all damage and expenses arising from the event.

1. **Reservations:** Patrons interested in reserving the Beach Club must submit to the CDD Office a completed Beach Club Usage Agreement. The Office Administrator and/or Facilities Manager, at their sole discretion, has the authority to deny a reservation request. Denial of a request may be appealed to the District's Board of Supervisors at the next available board meeting.
2. **Available Facilities and Capacity:** The Beach Club is available for reservation for up to two (2) total hours, including set up and post-event clean up, between the hours of 9am-8pm. The maximum capacity allowed for use of the Beach Club is twenty-five (25) people.
3. **General Policies:**
  - a. The patron doing the reserving must be present for the entire duration of the reservation.
  - b. All trash and garbage must be removed from the building. All displays, favors or remnants of the event must be removed.
  - c. All furniture and other items must be returned to their original position.
  - d. Two (2) hour usage must not be violated.
  - e. All doors must remain closed at all times.
  - f. There must be no damage to the Beach Club and its property. Patron shall not damage, mar, or in any manner deface the Beach Club, and shall not cause or permit anything to be done which may in any manner damage, mar or deface the Beach Club. If the Beach Club, during the term of the event, shall be damaged by the act, default or negligence of the Patron, or of any of the Patrons guests, employees, or any persons admitted to the Beach Club by Patron, Patron agrees to pay the District upon demand all sums as necessary to restore the Beach Club to its condition prior to the reservation.

Name of Patron: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Time of Event: \_\_\_\_\_

\_\_\_\_\_  
Patron Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CDD Staff

\_\_\_\_\_  
Date

# **Cory Lakes**

**Community Development District**

# **EXHIBIT**

# **9**

**AGENDA**



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# Cory Lakes Community Development District

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## Rental Agreement for Beach Club

This Rental Agreement for Beach Club (this “**Agreement**”) is made between the Cory Lakes Community Development District hereinafter referred to as the “**District**” and the Cory Lake Isles resident named below (“**Renter**”) effective as of the date the District staff member signs this Agreement.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Start & End Time: \_\_\_\_\_

Type of Event: \_\_\_\_\_

\_\_\_\_\_ Check here for a rental up to 2 hours. The rental fee is \$150 and the security deposit is \$200. Rental hours for this option are from 9:00 a.m. until 9:00 p.m. 7-days a week

\_\_\_\_\_ Check here for a rental up to 6 hours. The rental fee is \$350 and the security deposit is \$500. In addition, a fee of \$100 is charged if the event includes alcohol consumption. Guests are limited to a total of 100. Rental hours for this option are 9:00 a.m. until 11:00 p.m. 7-days a week. Entertainment including music should end and guests should depart by 10:00 p.m. to allow time for cleanup.

### Reminders:

1. This Agreement is for the exclusive rental of the Beach Club located at 10441 Cory Lake Drive, Tampa, Florida 33647, which for the purposes of this Agreement includes the meeting room, kitchen, bathroom and the equipment and furnishings included therein (collectively, the “**Beach Club**”). For purposes of this Agreement the offices, gym, and other rooms and facilities also located at the same address are not considered a part of the Beach Club and are not part of the rental.
2. The Beach Club is closed on all Federal Holidays and is therefore not available for rent on those dates. These dates include New Years Day, Martin Luther King Jr. Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving and the day after, and Christmas Day.
3. All fees are payable at the time of the reservation. Only a completed application along with appropriate fees will be accepted.
4. CDD staff will monitor the event to ensure compliance with all policies, rules, and regulations of the District as well as the laws of the State of Florida.

### Terms and Conditions:

1. Renter will be responsible for all guests at all times.
2. Renter must remain on property during the entirety of the event.
3. There are no refunds of the rental fee.
4. No refunds of the deposit or alcohol consumption fee will be given if less than 30 days’ written notice is given. One half of the deposit and alcohol consumption fee will be returned if at least 30 days’ written notice is given.
5. Renter will incur and pay any fines levied for violation of occupancy capacity.
6. The Renter and District staff member will fill out the attached Event Checklist form prior to the event and after the event to document the condition of the Beach Club.
  - a. The Beach Club must be restored to its original layout and all folding tables and chairs used must be restored to their racks.

- b. All food & beverage, disposables, serving utensils and trays, additional rented tables, chairs and equipment brought to the Beach Club for an event must be removed as soon as practical.
  - c. Arrangements should be made so that there is no interference with Beach Club usage for other events.
  - d. All trash must be removed.
  - e. No District property shall be removed from the Beach Club.
  - f. Failure to comply will result in forfeit of security deposit.
7. A valid certificate of insurance for all vendors must be provided 7-10 days prior to the scheduled event, failure to provide a COI may result in the vendor being turned away at the time of the event.
  8. Renter will comply with all laws, statutes, codes, and regulations of the State of Florida, the City of Tampa and Hillsborough County, and the Renter will pay any sales taxes or fees due to any authority arising of the use of the Beach Club.
  9. The Renter assumes all risks to persons or property, including theft, that may be sustained in or about the Beach Club in connection with their use.
  10. In consideration of use of the Beach Club, the undersigned and the undersigned's successors and assigns, agree to release, discharge, defend, indemnify, and otherwise hold harmless, the District, its officers, agents and employees, from any and all claims and causes of action, including those for injury to any person, property, or theft of property, that may arise in or about the Beach Club in connection with its use.
  11. Renter may not assign their rights or interest under this Agreement.
  12. Renter understands and acknowledges that all documents of any kind relating to this Agreement may be subject to Chapter 119, Florida Statutes, Florida's Public Records law, and shall be treated as such by the District in accordance with Florida law.
  13. In the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
  14. This Agreement has been negotiated fully between the parties as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
  15. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
  16. This Agreement contains the entire agreement and no party is to rely upon any oral representations made by another party or any other written documents preceding this Agreement.

The Renter certifies that he/she is at least 21 years of age and has read and understands the terms and conditions of this Agreement. If this Agreement is entered into on behalf of an organization or a group, the undersigned certifies that he/she is authorized to sign this Agreement on behalf of the organization or group, and to assume financial responsibility for damages and rules violations to the Beach Club.

Renter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

District Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# **Cory Lakes**

**Community Development District**

# **EXHIBIT**

# **10**

**AGENDA**

## Cory Lakes Beach Club Event Checklist

This checklist should be completed by the renter and staff member of Cory Lakes CDD after the event to ensure the facilities are clean & free of damage. This helps ensure the return of your deposit.

Event Date:	
Renter Name/Contact:	
Renter Address:	

### BEFORE EVENT

Main Area & PATIO	Resident	Staff/Security
Tables Cleaned/returned to original position		
Chairs cleaned/returned to original position		
<b>PATIO AREA CLEANED &amp; ALL TRASHED REMOVED FROM BINS AND TRASH LINERS REPLACED</b>		
ALL decorations removed		
Floor is cleaned-ALL DEBRIS SWEEP AND SPILLS CLEANED		
Walls are not damaged		
Trash removed from building and taken to dumpster		
<b>KITCHEN / BAR AREA</b>		
Floors are clean		
Countertops are clean		
Chairs stacked NEATLY on carts		
ALL tables accounted for (CDD PROPERTY)		
<b>BATHROOMS</b>		
ALL paper towels/trash picked up		
Counter tops clean		
<b>PLAY AREA</b>		
FLOOR IS CLEAR OF TOYS/BOOKS		
Toys are picked up & put away		

<b>ADDITIONAL NOTES</b>	

**STAFF/SECURITY: YOUR INITIALS INDICATE THAT THE ABOVE ITEMS HAVE BEEN COMPLETED TO THE SATISFACTION OF THE DISTRICT.**

<b>RENTER SIGNATURE</b>		
<b>STAFF SIGNATURE</b>		

## Cory Lakes Beach Club Event Checklist

This checklist should be completed by the renter and staff member of Cory Lakes CDD after the event to ensure the facilities are clean & free of damage. This helps ensure the return of your deposit.

Event Date:	
Renter Name/Contact:	
Renter Address:	

### AFTER EVENT

Main Area & PATIO	Resident	Staff/Security
Tables Cleaned/returned to original position		
Chairs cleaned/returned to original position		
<b>PATIO AREA CLEANED &amp; ALL TRASHED REMOVED FROM BINS AND TRASH LINERS REPLACED</b>		
ALL decorations removed; Balloons removed		
Floor is cleaned-ALL DEBRIS SWEEP AND SPILLS CLEANED		
Walls are not damaged		
Trash removed from building and taken to dumpster		
<b>KITCHEN / BAR AREA</b>		
Floors are clean		
Countertops are clean		
<b>Chairs stacked NEATLY on carts</b>		
ALL tables accounted for (CDD PROPERTY)		
<b>BATHROOMS</b>		
ALL paper towels/trash picked up		
Counter tops clean		
<b>PLAY AREA</b>		
FLOOR IS CLEAR OF TOYS/BOOKS		
Toys are picked up & put away		

<b>ADDITIONAL NOTES</b>	

**STAFF/SECURITY: YOUR INITIALS INDICATE THAT THE ABOVE ITEMS HAVE BEEN COMPLETED TO THE SATISFACTION OF THE DISTRICT.**

<b>RENTER SIGNATURE</b>		
<b>STAFF SIGNATURE</b>		

Date: \_\_\_\_\_ Address of Renter: \_\_\_\_\_ Party Attendant: \_\_\_\_\_

### Party Attendant Checklist

**Before**

	Complete "Before Event" checklist		Place reserved sign on front door
	Bring Front Table Items into office		Place the wheel barrel near side kitchen door for trash hauling
	Ensure the floor is clear of sand, trash and debris		Check Bathrooms for supplies
	Check all trash cans (Inside and outside on patio area)		Have the renter sign "Before Event" Checklist

**During**

	Do routine checks around clubhouse to ensure there are no violations		After dusk, no party guests should be in playground area or pool area.
	Ensure the party music cannot be heard from the road		Ensure there is NO SMOKING close to the building & ALL cigarette butts are placed in the proper container
	Hand out trash bags on an "as needed" basis		No more than 100 people inside the Beach Club for this event
	Make sure the Fridge		

**After**

	Complete "After Event" Checklist & Have the renter sign		Remove Reserved Sign from front door
	Ensure all trash is removed from building and patio and disposed of INSIDE of the dumpster		Replace supplies as needed in bathrooms (paper towels, toilet paper, trash can bag)
	Ensure Microwave is cleaned out after use		Return wheel barrel to garage
	Ensure the Fridge and Freezer are cleaned out and wiped out after use		<b>ALL CHAIRS MUST BE STACKED CORRECTLY</b>

NOTES/COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Party Attendant Signature: \_\_\_\_\_

# Beach Club Rental Checklist

Address: \_\_\_\_\_ Party Date: \_\_\_\_\_

## Reservation Check List

€ Rental Documents Complete

€ Copy given to resident

€ Reserve day on Calendars

€ Serving alcohol? \_\_\_\_\_

€ Collect payment for Event.

€ Rental Fee \$ \_\_\_\_\_ Payment Type: \_\_\_\_\_ Check #: \_\_\_\_\_  
Cash/check/Card

€ Deposit (\$500) Payment Type: \_\_\_\_\_ Check #: \_\_\_\_\_  
Cash/check

€ Event Type: \_\_\_\_\_  
(i.e.: graduation, birthday, baby shower, etc.)

€ Review rules and policies. (i.e.: trash, time constraints, guest number, etc.)

## Follow-Up Pre-Event

€ Enter ADMIT ALL in Envera

€ Email Envera for Scheduling

€ Deposit Check/money

## Post Event

If there were not any issues:

Return Deposit

€ File party packet away

If there were issues:

Issue claim of deposit

Deposit Security Check

# **Cory Lakes**

**Community Development District**

# **EXHIBIT**

# **11**

**AGENDA**



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# Cory Lakes Community Development District

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## Access to and Use of Beach Club Agreement

The Cory Lakes Community Development District (the “**District**”) owns and maintains the Beach Club located at 10441 Cory Lake Drive, Tampa, Florida 33647, which for purposes of this Agreement includes the meeting room, kitchen, bathroom, and the equipment and furnishings included therein (collectively, the “**Beach Club**”). For purposes of this Agreement the offices, gym, and other rooms and facilities also located at the same address are not considered a part of the Beach Club. The Cory Lake Isles resident named below (the “**Resident**”) desires to have access to and use the Beach Club.

Resident represents and agrees:

1. That the District’s policies, rules, and regulations are accessible on the District’s website: <https://www.corylakescdd.net/> and that they can request a copy of such documents at any time.
2. To abide by all policies, rules, and regulations as set by the District.
3. Access to and use of the Beach Club shall be undertaken by the resident at his/her sole risk.
4. The District shall not be liable for any injuries, damage or loss due to injury or property loss or damage occurring from use or occupancy of the Beach Club whether on the premises or in any parking or access area adjacent to the Beach Club.
5. Resident agrees to hold harmless and not sue the District with respect to any cause of action as a result of their access to and use of the Beach Club.
6. That the District may change its hours of operation without notice.
7. To pay for any and all damages, losses, and thefts caused by his or her use, the use of the resident’s family, and the use of the resident’s guests (careless, improper or otherwise) of the Beach Club’s facilities, equipment, or furnishings.
8. The District has security cameras in and around the Beach Club.
9. To use their assigned access device upon entering the Beach Club area outside office hours.
10. Access is only permitted during designated hours, as posted at the Beach Club.
11. Beach Club entrances must be kept closed at all times except when entering or departing.
12. Pets (with the exception of service animals), bicycles, skateboards, roller blades, and scooters are not permitted to be used or operated inside the Beach Club.
13. Alcoholic beverages are not permitted in the Beach Club, except for events with a properly executed rental agreement.
14. The District staff reserves the right to authorize all programs and activities, with regard to the number of guest participants, equipment, supplies, usage, etc., conducted in the Beach Club. A properly executed rental agreement is required for exclusive use.
15. Continued violation of the District’s policies, rules, and regulations can result in the suspension or permanent expulsion from further Beach Club access.
16. That they have read, understand, and voluntarily agree to the terms of this Agreement.

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Name: \_\_\_\_\_

Resident Address: \_\_\_\_\_

District Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# **Cory Lakes**

**Community Development District**

# **EXHIBIT**

# **12**

**AGENDA**

## Cory Lakes CDD

**Read this form completely and carefully before signing it. You are agreeing participate in a potentially dangerous activity and that even if reasonable care is used, there is a chance of serious injury or death by engaging in this activity because there are certain dangers inherent in the activity which cannot be avoided or eliminated. By signing this form, you are giving up valuable legal rights to recover in a lawsuit for any personal injury, sickness or disease, or death, or any property damage that results from the risks that are a natural part of the activity. You are advised to seek the advice of an attorney if you do not fully understand this form. You have the right to refuse to sign this form and the Cory Lakes CDD has the right to refuse your activity if you do not sign this form.**

In consideration (the sufficiency and adequacy of which are hereby acknowledged) for my ("User") ability to \_\_\_\_\_ (the "Activity") inside the Beach Club which is owned by the Cory Lakes Community Development District ("CDD"), without a requirement to have self-funded liability insurance coverage on my part as a condition precedent, and on behalf of myself, my heirs and personal representatives, and if applicable my organization, I hereby acknowledge and agree to the following:

1. Participation in the Activity comes with inherent risks including, but in no way limited to: (1) personal property lost or stolen, (2) property damage, (3) moderate and severe personal injury, (4) disability, (5) sickness or disease, and (6) death. I have full knowledge of the nature and extent of all such risks and I am not relying on all such risks being described in this form.
2. I accept and assume full responsibility for all liabilities, risks, injuries, loss, and hazards to myself, incidental to, or as a result of, participation in the Activity whether due to my negligence or the negligence or intentional acts of others.
3. Absent this form, the CDD would not have allowed me the ability to engage in the Activity on District property because of unacceptable exposure to civil liability claims and/or lawsuits. The CDD will not assume any costs relating to any injury while I participate in the Activity.
4. User is responsible for their own insurance coverage in the event of loss of personal property, personal injury, or illness as a result of User's participation in the Activity.
5. I hereby release, waive, forever discharge, and covenant not to sue the CDD, and its present, former, and future supervisors, officers, managers, lawyers, engineers, staff, employees, representatives and agents, organizers, sponsors, other participants in the Activity, and all of the successors and assigns of the foregoing (collectively, "Releasees") from any and all liability and claims against the Releasees which may arise, directly or indirectly, from participating in the Activity (including any negligence of the Releasees).
6. I hereby agree to indemnify and hold the Releasees harmless from and against any and all claims, liabilities, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, and whether or not an action is brought, on appeal or otherwise) against the Releasees which may arise, directly or indirectly, from participating in the Activity (including any negligence of the Releasees).

Assumption of Risk, Release, Waiver, Indemnification, and Hold Harmless Form

7. It is my express intent that this form shall bind any assigns and representatives. This form and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. If any portion of this form is deemed invalid the remainder will remain in full force and effect. I hereby knowingly and voluntarily waive any right to a jury trial of any dispute arising in connection with this form. I acknowledge that my execution of this form is a material inducement to the authorization granted by the CDD in allowing me to participate in the Activity on District property.

In signing this form, I acknowledge and represent that I have read, understood, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements have been made; I am at least 18 years of age and fully competent; and I execute this form for full, adequate, and complete consideration fully intending to be bound by same. This form is in addition to any prior agreement with the CDD and in addition to the CDD's rules, policies, and procedures.

*Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Name:* \_\_\_\_\_

# **Cory Lakes**

**Community Development District**

# **EXHIBIT**

# **13**

**AGENDA**



# Cory Lakes Community Development District Rules and Regulations

Revised March 2021

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## DEFINITIONS

"Amenity Facilities"-shall mean, in general, the properties and areas owned by the District, including those intended for recreational use and shall include, but not specifically be limited to, the basketball court, tennis courts, roller hockey court, white sand beach, Beach Club, playgrounds, fitness center and pocket parks together with their appurtenant facilities and areas. Any reference intended as to one or more specific Facility shall reference that Facility by name.

"Amenity Facilities Policies" or "Policies" - shall mean all Amenity Facilities Policies of Cory Lakes Community Development District, as amended from time to time.

"Facility Manager"-shall mean the management company, including its employees, staff and agents, contracted by the District to manage Amenity Facilities within the District.

"Annual User Fee"- shall mean the fee established by the District for any person that is not a Resident or Renter within Cory Lakes CDD I Cory Lake Isles and wishes to become a Non-Resident Member. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

"Board of Supervisors" or "Board"-shall mean the Cory Lakes Community Development District Board of Supervisors.

"Beach Club Facilities" - shall mean the Beach Club building, pool, playground and fitness center. "District"-shall mean the Cory Lakes Community Development District.

"District Manager"-shall mean the professional management company with which the District has contracted to provide management services to the District.

"District Staff" -shall mean those acting in an official capacity in representation of the District, including but not limited to the District Manager, Facility Manager, Office Administrator, Attendants, On-duty Security Personnel, and any other person acting in said capacity.

"Family"-shall mean a group of related individuals living under one roof or head of household. This includes individuals who have not yet attained the age of eighteen (18), together with their parents or legal guardians. This does not include visiting relatives or extended family not residing in the home.

"Guest" -shall mean any person or persons who are invited and accompanied by a Patron to participate in the use of the Amenity Facilities.

"House guest"-shall mean any person or persons staying with a household as a guest for one night or longer.

"Non-Resident"-shall mean any person or persons that do not own property within the District.

"Non-Resident Member"-shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

"Owner"-shall mean any person or family owning property within the District.

"Patron" or "Patrons"- shall mean Owners, Renters or Non-Resident Members who are fourteen (14) years of age and older.

"Renter"- shall mean any tenant residing in an Owner's home pursuant to a valid rental or lease agreement executed by the Owner.

"Adult"-shall be considered any person eighteen (18) years of age or older. "Minor" -shall be considered any person seventeen (17) years of age or younger.

## SECURITY BAR CODE SCHEDULE OF RATES, FEES, AND CHARGES

The rates, fees, and charges to be paid for patron security bar codes shall be \$15.00 per bar code. This fee is intended to offset the price of the bar codes; the routine operations and maintenance of the security systems and gates, and the time and labor of District staff. Patrons are encouraged to obtain bar codes for all registered vehicles.

The following is a brief summary of Cory Lakes District rules pertaining to the suspension of Bar Code Privileges:

1. Any patron that hits the barcode gate will be assessed the cost of repair. That patron will also have their barcode disabled for 72 hours. To enter the community that patron will have to use the visitors' gate.
2. Any patron that hits the barcode gate a second time within a one (1) year period will be assessed the cost of repair. This will also result in a 14-day suspension of that patron's access to the barcode lane.
3. Any patron that hits the barcode gate a third time within a one (1) year period will be assessed the cost of repair. This will also result in a 30-day suspension of that patron's access to the barcode lane.
4. Any additional incidents after the third will be assessed the cost of damages and result in a 60-day suspension of their barcode.
5. For purposes of barcode gate repairs, the "cost of repair" consists of, but is not limited to, service calls, emergency service call fees, parts, labor and administrative costs.

## ANNUAL USER FEE STRUCTURE

The annual user fee for persons not owning or renting property within the District is equal to the amount of the annual CDD operation and maintenance assessment per family, which shall be reviewed each year in conjunction with the adoption of the annual Fiscal Year budget for Cory Lakes Community Development District. This fee will cover membership to all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. This fee must be paid in full at the time of the completion of the Non-Resident Member application. Each subsequent annual membership fee shall be paid in full on the anniversary date of application for membership. Such fee may be increased at any time by action of the Board of Supervisors to reflect increased costs of operation of the amenity facilities. This membership is not available for commercial or business purposes.

### **FACILITY ACCESS**

Facility Access will be issued to all patrons; which includes all children fourteen (14) years of age and older. There is a \$10.00 charge to reissue access. All patrons will be required to execute an amenity facilities registration form prior to receiving their access. Proof of patron status (owner, renter or non-resident member) will be required for facility access.

### **GUEST POLICY**

Guests must be accompanied by a Patron at all times when using any District Facility. Patron will be responsible for any damages caused by Guests while using facilities.

## LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Patron and each Guest as a condition of invitation to the District Facilities premises assume sole responsibility for his or her property. The District and Its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises. No person shall remove from the District Facilities' premises any property or furniture belonging to the District or its contractors without proper authorization. District Facilities Patrons shall be liable for any property damage and/or personal injury at the District Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, any guests or any family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the District Facilities' premises, shall do so at his or her own risk, and shall hold the District Facility, the District, the Board of Supervisors, District employees, District representatives, District contractors, District agents, harmless for and indemnified against any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the District, or their respective operators, Supervisors, employees, representatives, contractors, or agents.

Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, Supervisors, employees, representatives, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or family member of such Patron. Should any party bound by these Policies bring suit against the District, the Board of Supervisors, staff, agents or employees of the District, any District Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the District Facility operator, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

## INDEMNIFICATION

Each organization, group or individual reserving the use of a District Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the District Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District.

Each organization, group or individual reserving the use of Amenity Facilities agrees to indemnify and hold harmless the District and the District management firm, and the respective officers, agents and employees of each, from any and all liability, claims, actions, suits or demands by and person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, the use of the District lands, premises and/or facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District and its agent, employees and officers shall not be liable for, and the Patron user shall release all claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon the District's lands, premises and/or facilities.

## SUSPENSION AND TERMINATION OF ADULT PRIVILEGES

1. Privileges at any of the District Facilities can be subject to suspension or termination by the Board of Supervisors if a Patron:
  - a. Submits false information on the application for access.
  - b. Permits unauthorized use of any access.
  - c. Exhibits unsatisfactory behavior or appearance.
  - d. Fails to abide by the Rules and Policies established for the use of facilities.
  - e. Treats the personnel or employees of the facilities in an unreasonable or abusive manner. Examples include, but are not limited to the use of profanity, verbal and physical assault.
  - f. Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the facility or staff.
2. District Staff may at any time remove or deny access to any Patron from any or all District Facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the District's facilities from damage.
3. The District shall follow the process below in regards to Suspension or Termination of an Adult Patron's privileges:
  - a. *First Offense*- A First Offense Violation will result in written notice and explanation of the violation being given to Patron and a copy of such notice being filed in the District Manager Office.
  - b. *Second Offense* - A Second Offense Violation will result in an automatic suspension of all amenity facility privileges for thirty (30) days. Written notice and explanation will be given to Patron, and a copy of such notice will be filed in the District Manager Office.
  - c. *Third Offense* - A Third Offense Violation will result in a suspension of all District Facility privileges until the next Board of Supervisors' Meeting. At the Board meeting, a record of all previous offenses will be presented to the Board for recommendation of termination of Patron's privileges for one (1) calendar year (or some shorter amount of time at the Board's discretion). Written notice will be given to Patron as to the Board of Supervisors' decision.
4. If at any time an Adult Patron is arrested for an act committed, or allegedly committed, while at any District Facility, that Adult Patron shall have all District Facility privileges suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and a recommendation of termination of Adult Patron's privileges for up to one (1) calendar year (or some shorter amount of time at the Board's discretion). Written notice will be given to Adult Patron as to the Board of Supervisors decision.
5. Utilizing any of the District Facilities during the suspension period will be considered trespassing, and law enforcement will be contacted. Furthermore, attendance as a guest will also be prohibited during such time. Attempts made to gain access to the facilities using another person 's access will result in the suspension of that Patron's privileges for a period of fifteen (15) days.
6. Suspension Effective Date:
  - a. The Effective Date for District Facility privilege suspension will be from the date of the written notice of suspension.
  - b. Weekdays (Monday- Friday) and Weekends (Saturday -Sunday) will be calculated toward the total number of suspension days.
  - c. The Effective Date for the District Facility privilege suspension will be stayed if the party subject to suspension files a notice of appeal of such suspension, in writing, to the District Management Office within 5 business days of the date of the written notice.

### 7) Appeal Process -Adult Patrons

- a. Any person has the right to dispute and request an appeal to the District's Board of Supervisors.
- b. A notice of appeal must be submitted in writing to the District Management Office within five (5) business days of the date of the written notice for placement on the next regularly scheduled District meetings agenda.
- c. Such notice of appeal shall outline all facts and support documentation that constitutes the basis of appeal.

- d. The District Management Office must be in receipt of such appeal no fewer than five (5) business days prior to the next regularly scheduled District meeting or such appeal will be heard at the next subsequent scheduled District meeting.
- e. Any person appealing will be governed by the following procedures:
  - 1) Appellant must be physically present or represented by counsel at the meeting in which the appeal will be heard by the Board of Supervisors.
  - 2) Failure to attend will result in dismissal of appeal with no resubmission on future District agenda docket.
  - 3) Appellant's argument and basis for appeal will be limited to five (5) minutes per account unless otherwise expanded by the Board of Supervisors.
  - 4) The District Board of Supervisors and District Staff may question the appellant on any matter relevant to the appeal.
  - 5) The District Board of Supervisors and District Staff may present testimony or documentary evidence on any matter, from any source, relevant to the appeal.
  - 6) Appellant must furnish sufficient copies (8) of any documentation to present to the Board of Supervisors supplementing the argument and basis for the appeal (if applicable).
  - 7) The District's Board of Supervisors reserves the right to grant or deny any appeal at their sole and absolute discretion.
  - 8) District action(s) will be resolved by way of successful Board motion.
  - 9) Upon Board action on an appeal, no subsequent appeal will be given or heard for the same offense.

## SUSPENSION AND TERMINATION OF MINOR PRIVILEGES

1. At the discretion of District Facilities Staff and/or the Board of Supervisors, Minors (*children under the age of eighteen* (18)) who violate the rules and policies may be expelled from all District Facilities for one (1) day. Upon such expulsion, a written report shall be prepared detailing the name of the child, the prohibited act committed and the date. This report will be kept on file at the Facility Manager's Office.
2. Any Minor who is expelled from the District Facilities three (3) times in a one year period, shall have their District Facilities privileges suspended for one (1) calendar year from the date of the third offense.
3. Notwithstanding the foregoing, at any time a Minor is arrested for an act committed, or allegedly committed, while at any District Facility, that minor shall have all District Facility privileges suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and a recommendation of termination of Minor's privileges for up to one (1) calendar year (or some shorter amount of time at the Board's discretion). Written notice will be given to the known minor's guardian(s) as to the Board of Supervisors decision.
4. Utilizing the District Facilities during the suspension period will be considered trespassing and law enforcement will be contacted. Furthermore, attendance as a Guest will also be prohibited during such time. Attempts made to gain access to the District Facilities using another person's access will result in the suspension of that Patron's privileges for a period of fifteen (15) days.
5. **Suspension Effective Date**
  - a. The Effective Date for District Facility privilege suspension will be from the date of the written notice of suspension.
  - b. Weekdays (Monday - Friday) and Weekends (Saturday - Sundays) will be calculated toward the total number of suspension days.
  - c. The Effective Date for the District Facility privilege suspension will be stayed if the party subject to suspension files a notice of appeal of such suspension, in writing, to the District Management Office within 5 business days of the date of the written notice.
6. **Appeal Process - Minor Patrons**
  - a. Any Minor or guardian, has the right to dispute and request an appeal to the District's Board of Supervisors.
  - b. A notice of appeal must be submitted in writing to the District Management Office within five (5) business days of the date of the written notice for placement on the next regularly scheduled District meeting agenda.
  - c. Such notice of appeal shall outline all facts and support documentation that constitutes the basis of appeal.
  - d. The District Management Office must be in receipt of such appeal no fewer than five (5) business days prior to the next regularly scheduled District meeting or such appeal will be heard at the next subsequent scheduled District meeting.

- e. Any Minor appealing will be governed by the following procedures:
  1. Minor Appellant and at least one parent or guardian must be physically present or represented by counsel at meeting in which the appeal will be heard by the Board of Supervisors.
  2. Failure to attend will result in dismissal of appeal with no resubmission on future District agenda docket.
  3. Appellant's argument and basis for appeal will be limited to five (5) minutes per account unless otherwise expanded by the Board of Supervisors.
  4. The District Board of Supervisors and District Staff may question the appellant on any matter relevant to the appeal.
  5. The District Board of Supervisors and District Staff may present testimony or documentary evidence on any matter, from any source, relevant to the appeal.
  6. Appellant must furnish sufficient copies (8) of any documentation to present to the Board of Supervisors supplementing the argument and basis for the appeal (if applicable).
  7. The District's Board of Supervisors reserves the right to grant or deny any appeal at their sole and absolute discretion.
  8. District action(s) will be resolved by way of successful Board motion.
  9. Upon Board action on an appeal, no subsequent appeal will be given or heard for the same offense.

## GENERAL FACILITY PROVISIONS

Cory Lakes' common areas and District Facilities are for the exclusive use of Cory Lake Isles Patrons and their guests. The cost to maintain the common areas and District Facilities and to replace equipment, furnishings and fixtures is charged to the owners on an equal basis as part of the annual assessment.

The common areas and District Facilities are available for use for activities organized by the CDD, POA, and for gatherings by individual Patrons and his/her guests. Patrons with outstanding assessment debt will not be permitted to use the facilities until the assessment has been paid in full.

The following is a brief summary of Cory Lake rules pertaining to the use of all community district facilities and playgrounds:

- 1) Community playgrounds, waterways, boating amenities and all other recreational facilities are open to Cory Lake Patrons and their accompanied guests
- 2) Community playground, park facilities and beach area are open daily from sunrise to sunset, except for pre- approved activities. Lighted outdoor sports facilities (tennis, basketball, hockey rink) will remain open for use until 10:00p.m. All facility lighting will be turned off no later than 10:30p.m.
- 3) Except for pre-approved activities, any loitering or parking at the community playground, beach club, beach area, or sports facilities outside of posted operating hours is strictly prohibited.
- 4) All motorized vehicles (such as cars, trucks, motorcycles, mopeds, go carts, remote control vehicles, scooters) are not to be operated at park facilities except on streets, parking lots, and other posted areas, unless special permission is granted.
- 5) Bicycles, skateboards, roller-skates, and rollerblades are not to be utilized on the tennis or basketball courts at any time.
- 6) Destruction, removal or defacing of park equipment, structures, CDD Property or surrounding wildlife areas is strictly prohibited. Any person found or seen causing destruction to the facilities will be suspended from the facility and compensatory reimbursement costs will be levied.
- 7) Smoking is not permitted anywhere in the District Facilities. Smoking while within the children's playground or pocket parks area is strictly prohibited. Smoking at the beach area is also prohibited, including all pavilions and picnic table areas.
- 8) No persons under the age of 21 shall possess or consume alcohol on CDD property. Any person who is suspected of being intoxicated or under the influence of drugs while on CDD property shall be denied admission and/or be removed by law enforcement.
- 9) No person shall use threatening, abusive, insulting or indecent language, nor behave in a boisterous or disorderly manner while on district property.
- 10) No person shall create any noise at excessive levels, or use amplified sound or music without prior written permission from the CDD Board or its designated committee while on district property.
- 11) All trash and waste must be deposited in receptacles. Food and perishable items are not to be left in common areas or in the community lake.
- 12) No fireworks of any kind are allowed on CDD property.
- 13) Except for licensed individuals, the use of firearms, or other projectiles of any kind shall be strictly prohibited on CDD property.

- 14) All individuals using District Facilities assume personal responsibility and risk. Patrons are personally responsible for their party and agree to pay for any damage caused by their use or their guest's use of the facilities.
- 15) The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Rules and Policies when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.
- 16) Patrons must have Facility Access upon entering the amenities.
- 17) Children under fourteen (14) years of age must be accompanied by a parent or adult Patron aged eighteen (18) Or older.
- 18) All hours of operation of District Facilities will be established and published by the District. The Beach Club Facilities will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Day and New Year's Day. The Beach Club Facilities may also have limited hours of operation or be closed on Christmas Eve and New Year's Eve with Board authorization.
- 19) Dogs and all other pets (with the exception of Service Animals) are not permitted in the Beach Club, Courts or within the playground areas. Where pets are permitted on the grounds, they must be leashed 10' or shorter. Patrons are responsible for picking up after all pets as a courtesy to residents and in accordance with the law.
- 20) Vehicles must be parked in designated areas. Vehicles must not be parked on grass lawns, sidewalks, or in any way which blocks the normal flow of traffic.
- 21) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on Amenity Facilities premises. Alcoholic beverages may be at District pre-approved special events.
- 22) Only District employees and staff are allowed in the service areas of the District Facilities.
- 23) District staff shall have full authority to enforce these policies.
- 24) Guests must be accompanied by a Patron while using the Amenities.
- 25) Disregard for any District Facilities rules or policies may result in expulsion from the facility and/or loss of privileges in accordance with the procedures set forth herein.
- 26) Patrons and their guests shall treat all staff members with courtesy and respect.
- 27) All motorized vehicles are prohibited on all landscaped property owned, maintained, and operated by the District, unless such vehicle is owned or contracted by the district.
- 28) Commercial advertisements shall not be posted or circulated in the District Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on District Facilities property unless approved in writing by the District Manager.
- 29) The District Facilities shall not be used for retail purposes without written permission from the District Board of Supervisors. The term "retail purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- 30) District Staff reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage fees that have been established by the Board. District Staff also has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events and programs, and children's programs, social events, etc.
- 31) There is no trespassing allowed in all designated wetland conservation and/or mitigation areas located on District property. Trespasser will be reported to the local authorities.
- 32) Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any District Facility.
- 33) All patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the District Facilities and shall ensure that any minor for whom they are responsible also complies with the same.
- 34) Various areas of all District Facilities are under twenty-four (24) hour surveillance.

## ENFORCEMENT

District staff will be responsible for enforcing these rules.

Residents are encouraged to notify community security at (813) 986-0030 to report violations of community rules.

Written and verbal warnings may be given to anyone who violates any of these rules.

Any perceived or observed illegal activity will be referred to the appropriate law enforcement authorities.

Any person who violates a CDD rule or regulation or who damages or destroys CDD property may be brought before the CDD Supervisors for a hearing, at which time the CDD Supervisors may suspend certain privileges, assess costs, or both. As used herein, the "cost" of repairing or replacing CDD property includes (without limitation) charges incurred for service calls and (if warranted) emergency service calls, parts and labor, and the District's reasonable administrative costs.

Examples of privileges that may be suspended for rule violations include (without limitation); (a) suspension of tennis court privileges for a period of up to 90 days, (b) suspension of bar code access to the community for a period of up to 90 days, and (c) suspension of Beach Club privileges for a period of up to 90 days.

## GENERAL DISTRICT FACILITY USAGE POLICY

The Amenity Facilities are common assets of the District and open to all patrons for non-exclusive use.

All Patrons and Guests using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the District governing the Amenity Facilities.

Violation of the District's Policies and/or misuse or destruction of amenity Facility equipment may result in suspension or termination of Amenity Facility privileges with respect to the offending patron or guest. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment.

1. **Hours**-The Amenity Facilities are available for use by patrons during normal operating hours to as posted by the District.
2. **Emergencies**- After contacting 911 if required; all emergencies and injuries must be reported to the office of the Facilities Manager (813) 986-1031 or the Morris Bridge gatehouse at (813) 986-0030.

*Persons using the Amenity Facilities do so at their own risk. Facilities manager's staff members are not present to provide personal training, exercise consolation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.*

## BEACH CLUB FACILITY RENTAL POLICIES

Patrons only may reserve and rent the Beach Club for private events. The facility is available for private rental, and reservations may not be made more than six (6) months prior to the event. Patrons interested in renting should contact the CDD main office regarding the anticipated date and time of the event to determine availability. Please note that rentals are unavailable for private events on the following holidays:

New Year's Day	Good Friday	Memorial Day
	Labor Day	Thanksgiving
Fourth of July	Christmas Day	New Year's Eve
Christmas Eve	Easter Sunday	

The Pool and pool deck area of the facilities are not available for private rental and shall remain open to other patrons and their guests during normal operating hours. The patron renting the Beach Club shall be responsible for any and all damage and expenses arising from the event.

- 1) **Reservations:** Patrons interested in reserving the Beach Club must submit to the CDD Main Office a completed Facility Rental Agreement. At the time of approval, all fees associated with the rental MUST be submitted to the CDD Main Office in order to reserve the Beach Club. One payment should be in the amount of Five Hundred Dollars (\$500) as a security Deposit.

All checks and money orders are to be made payable to **CORY LAKE CDD**. The Cory Lakes CDD Office Administrator and/or Facilities Manager, at their sole discretion, has the authority to deny a rental request. Denial of a request may be appealed to the District's Board of Supervisors at the next available board meeting. Reservation for charity events



must be made at least thirty (30) days in advance of the event and are contingent on approval by the Board of Supervisors of the District.

- 2) **Cancellation Policy:** Cancellation of the reservation less than thirty (30) days from Facility use date will result in a forfeiture of one half (1/2) of the rental fee.
- 3) **Available Facilities and Capacity:** The Beach Club is available for private rental for up to six (6) hours total. INCLUDING SET UP AND POST-EVENT CLEAN UP, between the hours of 10am and 11pm when no other CDD/POA events are scheduled.  
The maximum capacity allowed for use of the Beach Club is one hundred (100) persons.
- 4) **Staffing:** One (1) staff person is required to work during the six (6) hour facility usage. Should alcohol be added to the facility usage an additional staff person is required. An additional one hundred-dollar (\$100) usage fee will be added to the total amount owed when two (2) attendants are required.
- 5) **Deposit:** As stated previously, a deposit in the amount of Five Hundred Dollars (\$500) is required at the time the use is approved. To receive a refund of the deposit, the following MUST be completed.
  - a. The patron doing the renting must be present for the entire duration of the rental.
  - b. All trash and garbage must be removed and placed inside the dumpster.
  - c. All displays, favors or remnants of the event must be removed.
  - d. All of the furniture and other items must be returned to their original position.
  - e. There must be no damage to the Beach Club and its property.
  - f. Six (6) hour usage must not be violated. If the event exceeds the scheduled time limit by more than one half (1/2) hour, the entire deposit, at the discretion of the Board, will be forfeited to cover the additional staff time. The six-hour usage INCLUDES POST CLEAN-UP.
  - g. Attendant must verify that above conditions have been met.
- 6) **General Policies:**
  - a. Facility and room maximum capacity limits must be observed at all times and will be strictly enforced. District staff reserves the right to take all necessary actions to comply with this requirement. Examples of these actions are, but not limited to:

Event Cancellation and Closure  
Access Restrictions  
Parking Enforcement and Towing

The Patron User will be responsible for any and all monetary citation and fines that may be received by the District for such a violation.

- b. All doors must remain closed at all times, except when patrons and guests are entering or exiting the building.
- c. The volume of live or recorded music must not violate applicable city of Tampa Noise Ordinances. Anyone standing in the driveway at the end of the canopy entrance should not be able to hear the music or other noise from the event.
- d. Usage fees and deposit fees may be adjusted at the discretion of the Board of Supervisors.
- e. Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages. This policy also pertains to certain events the District feels should require additional liability coverage on a case by case basis to be reviewed by the Board of Supervisors. The District is to be names on these policies as an additional insured party.

## POOL PARTY RESERVATION POLICIES

1. **Pool Party rental fee is fifty dollars (\$50) for up to a 4-hour rental, this includes set up and clean-up of the area.**
2. It is the responsibility of the resident to ensure that participating pool guests adhere to all pool and slide rules.
3. The resident is responsible for ALL guests knowing and following the rules. Any persistent violation of the rules will result in the loss of the security deposit.
4. The designated area to be reserved, consists of only the 4 tables under the roof overhang, and may be rented for no longer than 4 hours; **this includes set-up and cleanup time.**
5. For any hired vendor (caterer, entertainer, etc.) a valid certificate of Insurance (COI) must be on file with the CDD office naming Cory Lake CDD additional insure and Cory Lakes CDD as certificate holder. (\*\*See staff for COI example)
6. ABSOLUTELY no bounce house on ANY CDD property—NO EXCEPTIONS.
7. Functions may be cancelled due to bad weather or pool malfunctions. The pool staff will give as much advanced notice as possible.
8. Food and non-alcoholic beverages may be brought into the reserved area only for the event. **There is absolutely no smoking, NO alcohol or glass of any kind inside the pool gates! This includes serving dishes, cupcake or cake stands, dips in glass jars (i.e. salsa). PARTY WILL BE SHUT DOWN AND ESCORTED OFF PREMISES FOR ANY ALCOHOL OBSERVED.**
9. All pool activity is monitored with video cameras.
10. It is the responsibility of the resident to **clean the area** and remove ALL trash from the cans and dispose of in dumpster. If trash is not removed and area not cleaned, security deposit will be forfeited.
11. There is a maximum of 40 guests (residents and guests) per party.
12. All children **MUST BE SUPERVISED.**
13. Table top decorations only (NO BALLOONS, CONFETTI OR SIGNS TAPED TO WALL/CANVAS PICTURE).

The pool is open to the community and will remain open to residents/guests during the event.

Pool Party Security Deposit: \$100.00 (fully refundable upon approval from facilities manager)

Any Pool Party must be booked at least 24 hours prior to the event. Please contact the Office at 813-986-1031 or [clubeachclub@corylakescdd.net](mailto:clubeachclub@corylakescdd.net). You may cancel and receive a refund of your fee up to a 3-day cancellation notice.

## GENERAL RULES FOR SWIMMING POOL AND WATER SLIDE

**\*\*NO LIFEGUARD ON DUTY-SWIM AT YOUR OWN RISK\*\***

Hours:

January through December

Opens at Dawn

Closes at Dusk

- 1) Residents agree to abide by all rules and regulations as set by the district. Residents acknowledges that this agreement may be terminated by the district without notice if resident violates the rules and regulations.
- 2) The district may change its hours of operation without notice.
- 3) Resident agrees to pay for any and all damages, losses and thefts caused by his or her use, the use of the resident's family and the use of the resident's
- 4) This facility will be videotaped for security and safety purposes.
- 5) All Patrons must use their assigned Facility Access issued to them upon entering the pool area.
- 6) Children under fourteen (14) years of age must be accompanied by a Parent or Adult Patron at all times for usage of the pool facility.
- 7) Radios, tape players, CD players, MP3 players, televisions and the like are not permitted unless they are personal units equipped with headphones.
- 8) Swimming is permitted only during designated hours, as posted at the pool. Patrons and Guests swim at your own risk.
- 9) Glass containers are not permitted in the pool area.
- 10) Alcoholic beverages are not permitted in the pool area, except for District authorized events.
- 11) No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.

- 12) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swim suit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- 13) Diving is strictly prohibited.
- 14) Any person swimming during non-posted swimming hours will be suspended from using the facility for a period of 30 days.
- 15) No One shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening of the pool.
- 16) Pool entrances must be kept clear at all times.
- 17) No swinging on ladders, fences, or railings is allowed.
- 18) Pool furniture and accessories are not to be removed from the pool area.
- 19) Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
- 20) Pets, (with the exception of service animals), bicycles, skateboards, roller blades, and scooters are not permitted to be used or operated on the pool deck area inside the pool gates at any time.
- 21) The District Staff reserves the right to authorize all programs and activities, with regard to the number of guest participants, equipment, supplies, usage, etc. conducted at the pool, including Swim Lessons, Aquatic/Recreational Programs and Property Owner's Association Sponsored Events.
- 22) Patrons and Guests use the slide at your own risk.
- 23) One person at a time may go down the slide. Failure to abide by this policy will result in expulsion from the pool for the day.
- 24) ABSOLUTELY NO STOPPING ON THE SLIDE
- 25) NO RUNNING ON THE SLIDE DECK OR RAMP.
- 26) CLIMBING ON ROCKS IS NOT PERMITTED.
- 27) For Safety reasons, pregnant women and persons with health condition or back problems should not use the water slide.
- 28) Children/infants are NOT permitted to go down the slide sitting on a Patron's lap.
- 29) All patrons and Guests must go down the slide feet first and facing upward. Head first is prohibited and will result in expulsion from the pool for the day.
- 30) Failure to follow slide procedures will result in loss of patron's slide privileges for one (1) day, no exceptions.
- 31) Use of the chair lifts by non-disabled Patrons or Guests will result in immediate suspension from the facility for a period of one (1) day, no exceptions.
- 32) Residents and guests must wear proper swimming attire. No cut off jeans or street apparel can be worn to swim.
- 33) Continued violations of the pool rules and regulations can result in the permanent expulsion from the pool.

## WATER SLIDE PROCEDURES

1. Patrons and Guests use the slide at your own risk.
2. One person at a time may go down the slide. Failure to abide by this policy will result in expulsion from the pool for the day.
3. Absolutely NO stopping on the slide.
4. No running on slide deck or ramp.
5. Climbing on rocks is not permitted.
6. For safety reasons, pregnant women and persons with health conditions or back problems should not use the water slide.
7. Children/infants are NOT permitted to go down the slide sitting on a Patron's lap.
8. All Patrons and Guests must go down the slide feet first and facing upward. Head first is prohibited and will result in expulsion from the pool for the day.
9. Failure to follow slide procedures will result in loss of Patron's slide privileges for one (1) day. Should subsequent attempts be made to utilize the slide during suspension of such privilege, patron will be suspended from the facility for a period of one (1) day.

## FECES POLICY FOR SWIMMING POOL

1. If contamination occurs, the pool will be closed for twenty-four (24) hours per the Florida Department of Health guidelines. The water will be shocked with chlorine to kill the bacteria.
2. Parents should take their children to the restroom before entering the pool.
3. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.

## ADA CHAIR LIFT USAGE POLICY

1. ADA chair lifts are for use by disabled Patrons and disabled Guests only. Users should consult with their physician to determine if water activities are appropriate for users.
2. Chair lifts are designed for self-use. District Staff is not authorized to assist Patrons or Guests with use beyond initial review of operating instructions.
3. Use of the chair lifts by non-disabled Patrons or Guests will result in immediate suspension from the facility for a period of one (1) day, no exceptions.

## AQUATIC TOY AND RECREATIONAL FLOATATION DEVICE POLICY

1. Aquatic toys and equipment are permitted in the pool so long as they do not disturb other users. Nonaquatic toys and equipment are not permitted in the pool.
2. District Staff has the final say regarding the use of any and all recreational floatation devices.

## FITNESS CENTER POLICIES

1. All Patrons using the Fitness Center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Disregard or violation of the District's policies and rules and misuse or destruction of the Fitness Center equipment may result in the suspension or termination of usage privileges. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment.
2. Please note the Fitness Center is an unattended facility. Persons using the facility represent that they are physically able to use the exercise equipment and do so at their own risk. Staff is not present to provide Personal Training or Exercise Consultation to Patrons. Persons interested in using the Fitness Center are advised to consult with a physician prior to commencing any exercise program.
3. **Hours:** The Fitness Center is open for use by Patrons twenty-four (24) hours per day. The Fitness Center hours of operation may be changed without notice.
4. **Emergencies:** Call 911 if immediate medical attention is necessary. All emergencies and injuries must be reported to the Facilities Manager at (813) 986-1031.
5. **Eligible Users:** Only Patrons and Guests - age fourteen (14) or older are allowed to use the Fitness Center. Members and their Guests must consent to the following:
  - a. Seventeen (17) years old or less must be accompanied by a parent/guardian between the hours of 10:00p.m and 5:00 a.m. No exceptions.
  - b. Under Fourteen (14) years must have a consent form signed by a parent/guardian prior to gym use and must be accompanied by a parent/guardian in the Fitness Center.
  - c. Fifteen (15) to Seventeen (17) years old must have a consent form signed by a parent/guardian prior to gym use.
  - d. Eighteen (18) years old and more must sign a consent form prior to gym use.
6. **Guest Policy:** Patrons may bring a trainer to the Fitness Center for personal training sessions only. House Guests are allowed usage of the Fitness Center if accompanied by the Patron. House Guests are required to register with the Facilities Office for access to the gym without having to be accompanied by the Patron.
7. **Food and Beverage:** Food (including chewing gum) is not permitted within the Fitness Center. Water is permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids and in containers provided by the facility. Alcoholic beverages are not permitted.

8. Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts, tank tops, leotards, athletic shorts (no jeans), and/or sweat suits. No swimsuits are permitted.
9. General Policies:
  - a. Each individual is responsible for wiping off fitness equipment after use.
  - b. Hand chalk is not permitted to be used in the Fitness Center.
  - c. Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
  - d. Weights or other fitness equipment may not be removed from the Fitness Center for any reason.
  - e. Use of cardiovascular equipment should be limited to thirty (30) minutes when someone is waiting.
  - f. Step aside between multiple sets on weight equipment if other persons are waiting.
  - g. Restack weights after usage.
  - h. Replace weights to their proper location after use.
  - i. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
  - j. Any fitness program operated, established, and run by Staff may have priority over other users of the Fitness Center.
  - k. Smokeless tobacco products are not permitted anywhere in the Fitness Center.
  - l. Loud, profane or abusive language is prohibited.
  - m. Disregard to any fitness center rule will result in expulsion from the Fitness Center and/or loss of Fitness Center privileges.
  - n. All broken equipment should immediately be reported to the District Staff.
  - o. The District Staff reserves the right to discontinue any programs or activities due to concerns with safety and other conflicts with the operation of the Beach Club.
  - p. Each individual is responsible for removing the weight plates that he or she has used on the plate-loaded machine and returning all plates, dumbbells, barbells, and other equipment to the proper storage places.
  - q. Weight plates are not to be attached to weight stacks on the machines.
  - r. Benches and machines are not to be stepped on.
  - s. Dumbbells, weight plates, and barbells shall not be placed on the benches.
10. The user shall pay for any and all damages caused by his or her careless or improper use of the equipment or facilities.
11. The District uses several avenues in which to provide security to protect its assets, including but not limited to video surveillance.
12. As the Fitness Center and its equipment are an asset of the District, the following guidelines will be used to make decisions on all penalties and enforcements:

Security Video Review:

- A. Footage will be reviewed based on any of the following:
  1. A complaint is made which required video review for validation:
  2. An obvious issue being addressed required video review; and
  3. For purposes of testing and maintenance.
- B. Only the Facilities Manager, the installation company, District Chair and a person authorized by the District Board of Supervisors are authorized to view video tapes.
- C. Video must be reviewed by two Authorized individuals, as mentioned above, before accusing a gym user of any infringement.
- D. Any party accused of an infringement has the right to view relevant video footage.
- E. Video footage will not be distributed by the District to any publicly accessible location.

Infringement penalties up to and including:

- A. STEALING EQUIPMENT: Police notification and permanent revocation of rights to Fitness Center use.

- B. DAMAGING EQUIPMENT AND/OR PREMISES: Immediate and permanent revocation of rights to use Fitness Center.
- C. LETTING MINORS IN WITHOUT PARENT: After two warnings, Fitness Center access revoked for 90 days.
- D. NOT PUTTING WEIGHTS AWAY: After two warnings, Fitness Center access revoked for 30 days.

## RULES FOR TENNIS COURTS

1. Tennis Courts are for use of CLI resident, dependents living with a member and their \*guests only. \*the member must accompany the guest/s to use the tennis court.
2. No prior reservation is required to use the tennis courts. They are available on a first come first served basis. Use of tennis court is limited to one hour when other players are waiting.
3. Players must place trash and debris in the trash receptacles provided at the court entrances.
4. No food, glass bottles, cans or breakable items permitted inside the enclosure.
5. Tennis courts are for the play of tennis only. Pets, roller blades, bicycles, skateboards, scooters (etc.) and other activities are not permitted inside the enclosures.
6. Gates must be closed at all time during play and upon leaving the courts.
7. Do not prop the gate open with any other material leaving the court unsecured.
8. There is no restroom inside enclosure or outside courts area. Use the restrooms inside the clubhouse.
9. Children twelve (12) years of age and younger must be accompanied by parents or adult guardian.
10. Tennis courts are the property of Cory Lake Isles and managed by the CDD. The CDD staff inside the Club House shall address any conflicts.
11. Safety is the primary concern to the CDD and its members. The CDD assumes no responsibility for any accidents or injury in connection with use of the courts or for any loss or damage to personal property.
12. The tennis courts hours of use are dawn to 10:30PM.
13. No more than 4 players are permitted on the court.
14. Smoking and intoxicants are strictly prohibited on the courts. Intoxicated persons are prohibited on the courts.
15. Use of radio, television, or similar devices permitted only when used with headphones.
16. Use of profane or abusive language is prohibited.
17. Only shoes designed specifically for playing tennis are permitted on the courts. Proper attire should be worn while playing tennis. Shirt must be worn at all times.
18. Court lights should be turned off at the conclusion of the play and before leaving the courts. Please report all court hazards and/or damage to the CDD staff for repairs.
19. Outside Trainers
  - a. Only CDD approved instructors are allowed to use the courts are only allowed training of residents and members of Cory Lake isles.
  - b. Training tennis players from outside of Cory Lake Isles is strictly prohibited.
  - c. Trainer/s are required to use the original courts for instructional purposes. Court #1 in the original courts enclosure will be the primary training court. If more than one trainer is on the courts to give lessons at the same time and members are not using court #2, a trainer can use that court. Trainer must vacate court #2 when a resident/member player is waiting.

## TENNIS COURT POLICIES

All Patrons and Guests using the Tennis Facilities are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the amenity facilities. Disregard or violation of the District's policies and rules and misuse or destruction of facility equipment may result in the suspension or termination of facility privileges. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment. Guests may use the facilities if accompanied by a Patron.

Persons using the facility do so at their own risk. Persons interested in using these facilities are encouraged to consult with a physician prior to use.

I) Hours: The Tennis Court Facilities are available for use by Patrons during normal operating hours which are posted. These facilities may not be rented, and work on a first come first serve basis unless otherwise programmed by the District.

2) Emergencies: All emergencies and injuries must be reported to the Amenity Staff as well as the Facility Manager at (813) 986-1031.

3) General Policies:

- a. Court use is limited to one (1) hour when other Patrons and/or Guests are waiting. Court use limit commences upon Patron and/or Guest arrival.
- b. Usage works on a first come first serve basis, unless otherwise programmed by the District.
- c. Schedules of programs will be posted.
- d. Proper tennis shoes and attire, as determined by the staff, are required at all times while on the courts.
- e. Shirts must be worn at all times.
- f. Patrons and Guests must supply their own equipment.
- g. Beverages are permitted at the Tennis Court Facilities if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the tennis courts.
- h. Players must clean up after play. This includes "dead" balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
- i. Court hazards or damage, need to be reported to the staff for repairs.
- j. The Tennis Court is for the play of tennis only. Pets and the use of roller blades, bikes, skates, skateboards and scooters and other activities are prohibited on the tennis courts.
- k. The Facility Manager reserves the right to authorize all programs and activities, with regard to the number of guest participants, equipment, supplies, usage, etc., including Tournaments.

## HEARING PROCESS

Fitness Center access penalties will be enforced by the Facilities Manager for any party accused of an infringement listed above.

The party will be informed of the next regularly scheduled meeting of the District Board of Supervisors. The party will be required to attend where a hearing will be scheduled to plead their case; and the Board will make a decision on the infringement of either reinstating Fitness Center access; or placing a penalty as outlined above.

## BASKETBALL AND HOCKEY COURT POLICIES

All Patrons and Guests using the Basketball and Hockey Court Facilities are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the facilities. Disregard or violation of the District's policies and rules and misuse or

destruction of facility equipment may result in the suspension or termination of facility privileges. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment. Guests may use the Basketball and Hockey Court Facilities if accompanied by a Patron.

Please note that the Basketball and Hockey Court Facilities are unattended facilities and persons using them do so at their own risk. Persons interested in using these facilities are encouraged to consult with a physician prior to use.

1. Hours: The Basketball and Hockey Court Facilities are available for use by Patrons during normal operating hours which are posted. These facilities may not be rented, and are available on a first come first serve basis unless otherwise programmed by the District.
2. Emergencies: All emergencies and injuries must be reported to the Amenity Staff as well as the Facility Manager at (813) 986-1031.
3. Proper Attire: Proper basketball or athletic shoes and attire are required at all times while on the courts. Proper attire shall consist of athletic shoes, shirts, and shorts or athletic pants.

#### General Policies:

- a. The Basketball and Hockey Court Facilities are for the play of Basketball, Hockey and Soccer.
- b. Pets, bikes, skateboards, and scooters are prohibited to be used at the facility. Roller blades may be used at the hockey court only.
- c. Beverages are permitted at the Basketball and Hockey Court Facilities if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the basketball or hockey courts.
- d. Alcoholic beverages are not permitted on the Basketball or Hockey Courts.
- e. The Basketball and Hockey Courts are available on a first come, first serve basis. It is recommended that persons desiring to use the Basketball or Hockey Court check with the District Staff to verify availability in case they are reserved for programs or closed for maintenance. Use of the Basketball or Hockey Court is limited to one (1) hour when others are waiting.
- f. Proper Basketball and Hockey etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- g. Persons using the Basketball or Hockey Court Facility must supply their own equipment.
- h. Courts and their surrounding areas must be cleaned up after use. Players must clean up the court after play. This includes equipment, cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
- i. Usage of the Basketball or Hockey Court Facility by Guests, unless accompanied by a Patron, is strictly prohibited.

## PLAYGROUND AND POCKET PARK POLICIES

- 1) No roughhousing.
- 2) Persons using the playground and pocket parks must clean up all food, beverages and miscellaneous trash brought to the playground. Glass containers are prohibited. Place all trash in containers.
- 3) The use of profanity or disruptive behavior is absolutely prohibited.
- 4) Alcoholic beverages are not permitted.
- 5) Inflatable equipment, such as bounce houses, is not permitted at the pocket parks.
- 6) Usage of the playground and pocket parks may be limited or suspended from time to time for sponsored events approved by the District.
- 7) The playground and pocket parks are open from sunrise to sunset.
- 8) No one over the age of 12 is allowed on equipment with the exception of the dual swing.



## FISHING AND POND POLICIES

Only Patrons and their Guests may fish from the lake and ponds located within the District. We ask that you respect your fellow landowners and access the lake and ponds through the proper access points. The District operates under a catch and release policy for all fish caught. The lake and ponds serve as storm water management purposes and are not to State Code for keeping or consuming your catch. The purpose of these bodies of water is to help facilitate the District's natural water system for storm water runoff.

1. Fishing is permitted only from dawn until dusk.
2. The District operates under a catch and release policy. Removal of fish for personal keep or consumption is not authorized.
3. Spear fishing or the use of Spear Guns, Bow & Arrows, and Firearms are not permitted as acceptable methods to fish.
4. Cast Netting is prohibited.

5. Removal of hooks and lures from fish should be performed in a manner that gives the fish the best chance of survival. De-Hookers or needle-nose pliers need to be carried by authorized users at all times.
6. Circle Hooks are recommended for all live bait fishing.
7. In events where, dangerous wildlife is "caught" by hook or lure, the line(s) should be cut at a safe distance so as to avoid possible bodily injury and harm.
8. The use of traps is strictly prohibited.
9. The use of profanity or disruptive behavior will not be tolerated.
10. All trash or debris must be disposed of in the appropriate receptacles. The philosophy of "If you bring it with you, you must take it with you when you leave" is employed.
11. Fish are not to be moved from one lake or pond to another.
12. No one is allowed to introduce or stock any of the lakes or ponds.
13. Patrons and Guests will be responsible to obtain any permits or licenses that may be required under Florida Law to legally fish. Any monetary penalties or fees incurred by the District as a result of user's failure to acquire such required permits or licenses will be the liability of the individual determined to be in violation
14. General Polices:
  - a. Swimming is prohibited in all ponds on District property.
  - b. No watercrafts of any kind are allowed in any of the ponds on District property.
  - c. Parking along the right of way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish in the ponds walk or ride bicycles.
  - d. Continued violation of this policy will result in the immediate reporting to local law enforcement authorities.
  - e. There is a 20-foot District owned buffer surrounding each pond, residents may fish in the 20 feet buffer during the hours of dawn to dusk. Please be respectful of adjacent resident homes.
  - f. Homeowners whose lot abuts the pond are responsible for mowing, weeding and trash removal to the water's edge.

## BEACH, DOCK AND BOAT RAMP POLICIES

1. The Beach, Dock and Boat Ramp are provided for use of Patrons and their Guests only. Guests must be accompanied by a resident while using the Beach, Dock or Boat Ramp.
2. Use at your own risk. No lifeguard is on duty.
3. All vessels docked at the Beach Club must be registered and have a current registration sticker and must be numbered in accordance with the POA and District boating policies.
4. Unregistered inoperable or derelict craft may not be docked at the Beach Club and will be towed at owner's expense.
5. Only routine boat cleaning and maintenance performed with environmentally safe materials is permitted at the boat ramp. Any other activity that might result in spillage of oils, lubricants, solvents or other hazardous material into the lake is prohibited.
6. The District is not responsible for damage, theft or vandalism to any boat docked at the Beach Club.
7. All vessels mooring and/or docked at the Beach Club will be properly secured using at minimum a 3/8 inch nylon mooring line.

## COMMUNITY LAKE AND SHORELINE POLICIES

1. Only vessels belonging and registered to a Patron are permitted on the lake.
2. Use of any non-Patron vessel on Cory Lake will be deemed and considered actionable trespass.
3. All vessels must be registered with the POA prior to entering the lake and must display the issued (CL) registration.

4. All areas of the lake are "NO WAKE" except for the area inside the buoys on the ski lake.
5. Help preserve our fish population. Cory Lake is a "catch and release" lake only.
6. Navigation lights are required on any vessel operating after dusk until dawn. Travel speed during these hours shall not exceed idle speed.
7. NO ENTRY OR ACTIVITY is permitted on the conservation islands.
8. Be courteous to those using the ski lake. Always travel in a counter-clockwise direction and refrain from creating wakes interfering with any watercraft pulling a skier, wake boarder, tube or other towable.
9. Persons using the lake after 10 pm at night must be eighteen (18) years of age or older. In addition, there shall be no loitering on the lake at any time.
10. Reckless or unsafe operation of any vessel is STRICTLY PROHIBITED.
11. Any violation of the Rules and Policies concerning the operation of vessels on Cory Lake may result in the assessment of a monetary fine and/or suspension of privileges.
12. Incident reports can be directed to Cory Lake Security at 813-986-0030.

## NATURAL BUFFER AREAS POLICY STATEMENT

The following is the policy statement of the District as it regards the natural tree protection, wetland and upland buffer areas that are scattered in large numbers throughout the Community. The policy statement is consistent with the policies of other governments including Hillsborough County, and Southwest Florida Water Management District (SWFWMD) as it regards their natural, conservation tree protection and wetland conservation/preservation areas:

The natural areas are not intended to be maintained. These areas are to be left untouched to allow for nature to take its normal course. Vegetation that dies, including but not limited to, trees are left to fulfill their role in nature's process. Trees, within or immediately adjacent to these areas, that have died and appear to pose a threat of falling and damaging an abutting property owner's property may be addressed by the abutting property owner after securing permission to remedy the situation from the District and all required permits from all authorities having jurisdiction including Hillsborough County, and SWFWMD. Such abutting property owner must initially contact the District for permission to address the removal or remediation of the threatening situation and shall then be responsible for any needed permitting or review by Hillsborough County, and SWFWMD. Permitted trimming and/or removal, where warranted, shall be done at the expense of the abutting property owner. The goal is to minimize disturbance to these areas. In the event that a tree does fall onto another's property, that property owner has the right to cut back or limb the tree as necessary to their individual property line. The rest of the tree is to be left as is. This would also pertain to normal maintenance, which would allow an owner to trim back any encroaching vegetation to their property line. No one is allowed to encroach into the natural areas for any reason, from maintenance to placement of personal property of any kind.

## LAKE WALL AND BANK EROSION POLICY

- 1) The District acknowledges that there are several ponds and mitigation areas owned by the District within its geographical area.
- 2) Additionally, the District's easements allow the District's consultants, staff members and personnel to go onto private property surrounding such ponds, areas and canals.
- 3) All repairs, maintenance and improvements of pond slopes and retaining walls are the ultimate responsibility of the property owners and not that of the District.

## PARKING RESTRICTIONS POLICY

1. The District's parking restriction policy is:  
No cars are to be parked overnight on any street. No cars are to be parked on easements.
2. Illegally Parked Vehicle will be subject to:  
A total of one (1) No Parking Warning provided by District's security company. Thereafter, the vehicle is subject to towing at owner's expense.

## POLICY FOR RECORDS MANAGEMENT PROGRAM OF LOCAL RECORDS

- 1) The District is a special purpose local government and adheres to the Public Records Law and "the Records are open for inspection to the public during normal business hours."
- 1) The Permanent Records (whether originals or copies) are not to be removed from the District Records Office or Local Records Office to preserve the integrity of the public records, much like records housed at the county or city offices. Photographing permanent public records shall be done under the supervision of the custodian of the public records or designee thereof.
- 2) Any records of which you would like copies of must be handled by the records officer, records coordinators or designee thereof. Those individuals are the on-site administrator at the Beach Club or the District Manager.
- 3) Pricing for copies are as follows in accordance with State Statutes:  
Fifteen (15) cents per letter one-sided copies  
Nonstandard sizes at actual cost of duplication  
Additional charge for the person making the photographs after the first 15 minutes is \$10 per hour charged in 5 minute increments.  
Cost of postage and handling, as applicable.  
If requested, \$1 per copy for a certified copy of each public record. Certifications are handled by the District Management Company.  
Whenever possible, electronic copies will be via the District Manager's office provided the total size of the document is under 20MB, as most systems will not allow documents greater than 20MB including the text of the cover email message through the IP Servers.  
Payments for copies made at the Local Records Office, the Beach Club, or the District's Records Office will be made payable to the District.
- 4) Any other questions or information request, shall be directed to the District Records Custodian at (561) 571-0010.

- 5) Meeting agenda, schedules, adopted budgets, minutes, audits and other District information is available for viewing and download on the District website at [www.corylakescdd.net](http://www.corylakescdd.net).

# **Cory Lakes**

**Community Development District**

# **EXHIBIT**

# **14**

**AGENDA**

## Larry Krause

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**Subject:** FW: Cory Lakes CDD - RE: insurance quote and research - Carpooling Follow-up

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**From:** Andres Jimenez

**Sent:** Friday, December 15, 2023 1:55 PM

**To:** Larry Krause; Ryan Rupnarain; Patricia Comings-Thibault; Charisse Bitner

**Cc:** DL-KEEN-Egis-Risk Services; Vivek Babbar

**Subject:** RE: Cory Lakes CDD - RE: insurance quote and research - Carpooling Follow-up

Hi Larry:

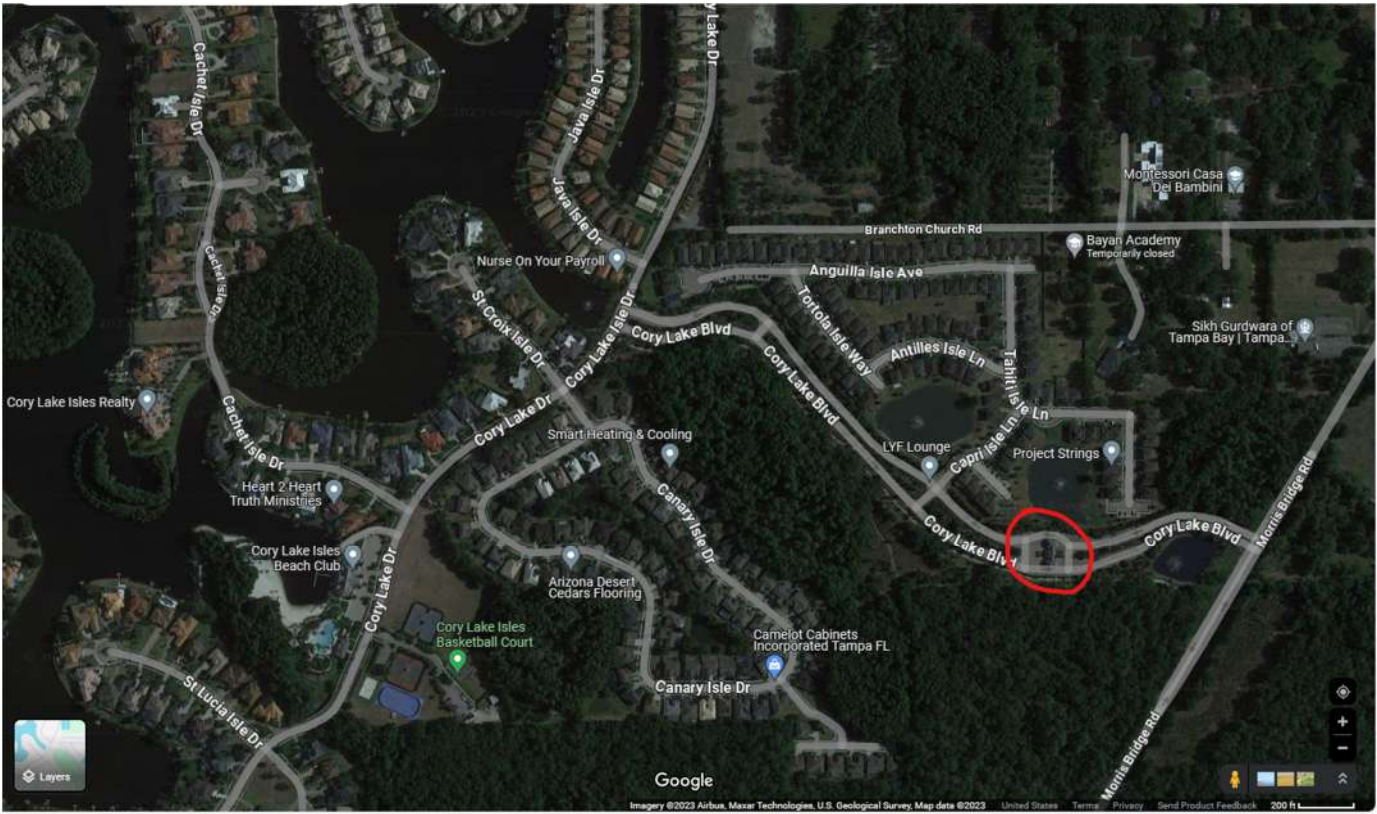
From a liability perspective, allowing residents and non-residents to park their cars in an area that was not designed or intended to be used as a waiting area does increase the District's liability exposure. Our strong recommendation would be for the CDD to close the area off and not allow its use as a waiting area. In case you didn't know, FIA also provides property and casualty insurance to over 200 public charter schools in the state, so we've been on the other side of this issue. Some schools enter into use / rental agreements with nearby communities or business and that allows the parents to use their parking lots as waiting areas. The advantage of doing it this way is that the school would take on the liability and the agreement would require them to defend and indemnify the land owner for any claims related to the lot's use as a waiting area.

Thanks,

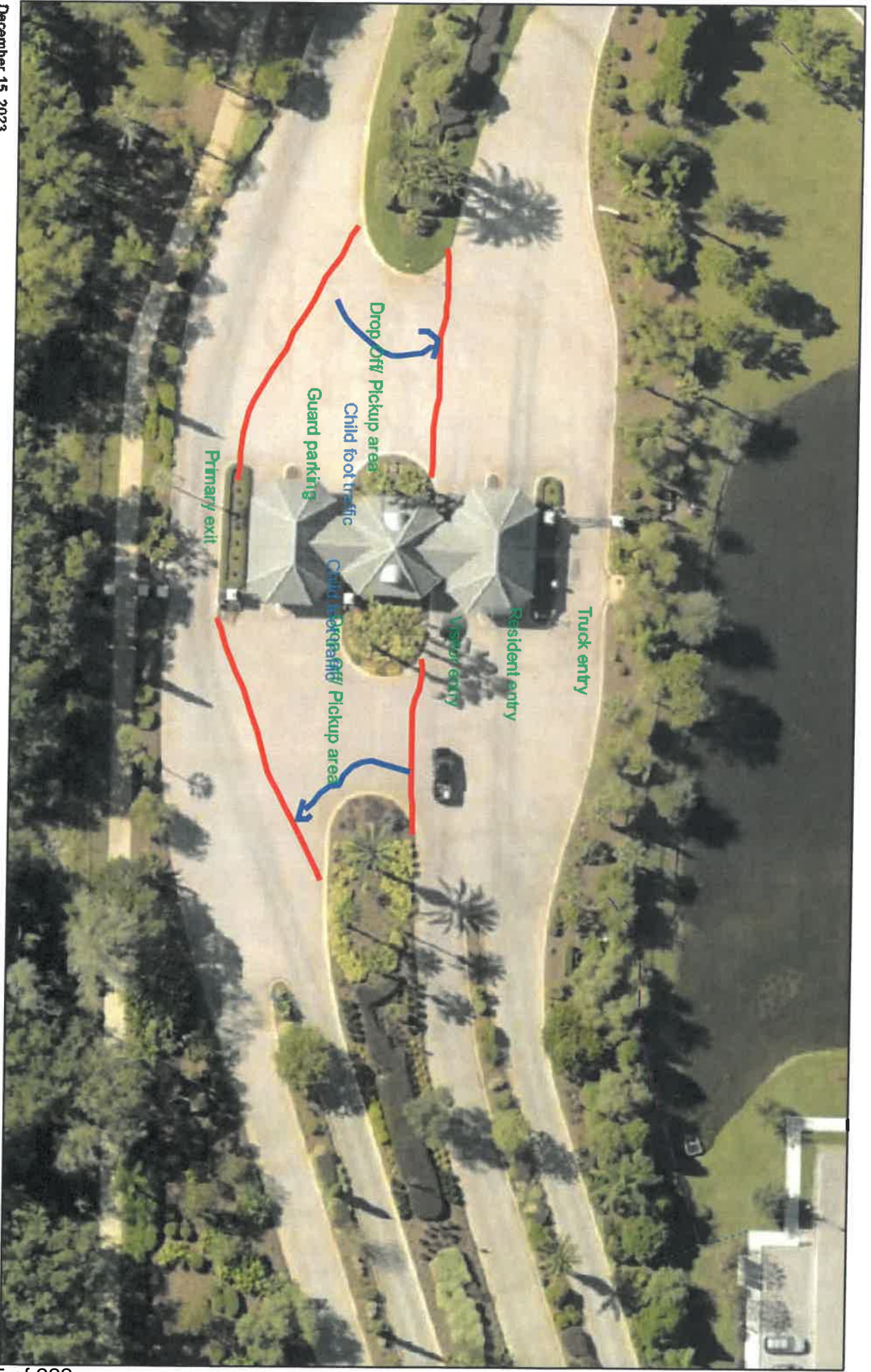
Andy

**Andy Jiménez AIC AIS**  
**SVP, Risk and Trust Operations**  
**Egis Insurance & Risk Advisors**









December 15, 2023



**Bob Henriquez, CFA**  
 Hillsborough County Property Appraiser  
 This map is for assessment purposes only.  
 It is not a survey.  
 2021 Aerials

## Larry Krause

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**Subject:** FW: insurance quote and research

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**From:** Ryan Rupnarain  
**Sent:** Friday, November 10, 2023 8:03 AM  
**To:** Andres Jimenez; Patricia Comings-Thibault; Charisse Bitner; Larry Krause  
**Cc:** DL-KEEN-Egis-Risk Services  
**Subject:** RE: insurance quote and research

Hi Patricia,

Attached is our opinion on the CDD facilitated carpool inquiry. In short, we wouldn't consider carpool facilitation as something that should be within the scope of CDD operations. We would concur with counsel in advising against this as it does present an increased liability exposure.

Best Regards,

**Ryan Rupnarain, ARM CPSI**  
**Sr. Manager, Loss Control Services**  
**Egis Insurance & Risk Advisors**  
Direct: (321) 273.2047  
Mobile:(407) 878.9971  
Email: [RRupnarain@egisadvisors.com](mailto:RRupnarain@egisadvisors.com)



***Associate Member of the Year Award Winner Florida Association of Special Districts (FASD)***  
***Preferred Partner of the Year Award Winner Florida Consortium of Public Charter Schools (FCPCS)***

## Larry Krause

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**From:** Ryan Rupnarain  
**Sent:** Monday, October 30, 2023 4:27 PM  
**To:** Larry Krause  
**Cc:** Charisse Bitner; DL-KEEN-Egis-Risk Services  
**Subject:** RE: Cory Lakes CDD - Volunteers Literature  
**Attachments:** District Volunteer Safety Manual.pdf

Hi Larry,

Thanks for reaching out. As far as literature for volunteers at districts, we have a sample safety manual that outlines best practices for general volunteer use. It does mention that transportation of others on the district's behalf should be avoided but we'll explain further why that should be the also be the case for this particular scenario below.

District involvement or perceived involvement with something like student carpooling can also come with an expected duty of reasonable care. This will depend on the extent of the district's involvement/volunteer assistance and may include but isn't limited to, the development and enforcement of guidelines such as those related to driver selection, care of students during transportation, and more. In other words, if there were to be an incident related to or allegedly in connection with the carpooling operation and a subsequent claim or suit was presented, the following would likely be called into question in constructing a theory of liability against the district:

- What processes and criteria did the district have in place to screen driver motor vehicle records? How did the district leverage driver history to decide whether or not to entrust a driver with students?
- How did the district ensure the vehicles that were going to be used for transportation met appropriate (for the circumstances) safety guidelines?
- What processes did the district have in place to confirm and review limits for each driver's personal auto insurance?
- Did the district have a process in place to conduct background screenings on volunteers? Is there specific criteria for drivers that will be alone in a car with children other than their own?
  - It is important to note that the district's policy is not designed for abuse and molestation exposures such as those that may arise out of a scenario like the above.
- Were drivers provided with a code of conduct the support the safe transportation of children? i.e. cell phone use, districted driver, ensuring all passengers wear seatbelts, etc.

The provision and/or coordination of transportation, for minors in particular, is not something we'd consider to be within a typical community development district's operational purview. If they were to take something like this on, the assertion that the district knew or should have known of the need to contemplate questions such as those above would likely present itself should a related loss occur. For these reasons, we'd strongly discourage district involvement in student carpooling. The community can work together amongst themselves to coordinate something like this as an alternative if they wish. It may also be prudent to have district counsel opine on the matter and I suspect they'd echo a lot of the concerns outlined above.

I hope this helps. We'd be happy to schedule a call to discuss further as well.

Best Regards,

**Ryan Rupnarain, ARM CPSI**  
**Sr. Manager, Loss Control Services**  
**Egis Insurance & Risk Advisors**

Direct: (321) 273.2047  
Mobile:(407) 878.9971  
Email: [RRupnarain@egisadvisors.com](mailto:RRupnarain@egisadvisors.com)



***Associate Member of the Year Award Winner Florida Association of Special Districts (FASD)***  
***Preferred Partner of the Year Award Winner Florida Consortium of Public Charter Schools (FCPCS)***

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**From:** Larry Krause <[larry@breezehome.com](mailto:larry@breezehome.com)>  
**Sent:** Monday, October 30, 2023 1:40 PM  
**To:** Charisse Bitner \_\_\_\_\_  
**Subject:** Cory Lakes CDD - Volunteers Literature

Hi Charisse, I hope you are well!

The Board of Supervisors in Cory Lakes was talking at the last meeting about the possibility of using volunteers to assist with before- and after-school carpooling in the community.

To help guide the conversation, would you happen to have any literature (like a handbook or some such) on CDDs or special districts and their use of volunteers, insurance regulation, etc.?

Thank you,  
Larry

**Larry Krause**  
District Manager  
813.565.4663  
[Larry@breezehome.com](mailto:Larry@breezehome.com)  
[www.BreezeHome.com](http://www.BreezeHome.com)





Volunteers are an important resource for the district, that's why we are committed to taking the appropriate precautions to ensure your safety. Thank you for your time and effort.

# VOLUNTEER SAFETY GUIDELINES

District Name

## General Rules

The primary responsibility of volunteers of the district is to perform their duties in a safe manner in order to prevent injury to themselves and others. Before beginning special work or new assignments, a volunteer should review applicable and appropriate safety rules.

**NO VOLUNTEER IS EVER REQUIRED** to perform work that he or she believes is unsafe or that he or she thinks is likely to cause injury or a health risk to themselves or others.

## General Safety Rules

### Prohibited Activities

Activities should exclude professional services where certification or licensing is required (i.e. electrical, construction, herbicide application, fitness instruction). Working from heights (i.e. ladders over 6ft, scaffolding), using hazardous powered equipment (i.e chainsaws) and transporting others on the district's behalf should be avoided.

### Conduct

Horseplay and practical jokes are forbidden. Volunteers are required to work in an injury-free manner displaying accepted levels of behavior. Conduct that places the volunteers or others at risk, or that threatens or intimidates others, is forbidden.

### Drugs and Alcohol

Use and/or possession of illegal drugs or alcohol while volunteering or on volunteer time are forbidden. Reporting as a representative of the organization while under the influence of illegal drugs or alcohol is forbidden.

### Housekeeping

Clean up several times throughout the day, disposing of trash and waste in approved containers, wiping up any drips/spills immediately and putting equipment and tools away as you are finished with them.

The following areas must remain clear of obstructions:

- Aisles/exits
- Fire extinguishers and emergency equipment
- All electrical breakers, controls and switches

### Injury Reporting

All work-related injuries must be reported as soon as practicable.

### Dress Code

You should dress appropriately for the conditions and performance of your duties.

## Emergency Guidelines

### General Emergency Guidelines

Volunteers should review the following guidelines to prepare for an emergency.

- Stay calm and think through your actions.
- Know the emergency numbers (fire/police/ambulance/911).
- Internal emergency number **(Insert Number if Applicable)**.
  - Human resources **(Insert Number or extension)**
  - Page **(Insert number and instructions if applicable)**
  - Operator "0"
- Know where exits are located.
- Do not hesitate to call or alert others if you believe that an emergency is occurring.
- First aid supplies are located in **(insert location)** .

### Evacuation

- Volunteers will be notified of a fire alarm either by the fire alarm system or by a paged announcement.
- Upon becoming aware of a fire alarm, volunteers should immediately evacuate the job site without delay to retrieve personal belongings or to wait for co-workers. Also, all doors should be closed as the last person passes through. Use of elevators is prohibited during fire alarm situations.
- Supervisors should be the last to leave the area. Check the job site to be sure that all personnel have evacuated.
- Any volunteer with mobility, visual, hearing or other condition that may hinder them from becoming aware of an emergency or evacuating should request special assistance through human resources.
- Upon exiting the building, all personnel should report for a head count.
- If any volunteer is missing, an immediate report should be made to the incident commander who will in turn report to the first available fire department officer.
- Volunteers should stay together in a group so that periodic updates on the situation can be issued.
- The order to re-occupy a job site or building will be issued by the incident commander.
- In the event of inclement weather, the incident commander will make arrangements for all personnel to move to shelter.

### Fire Safety

- Volunteers should alert other persons in the immediate hazard area.
- Any volunteer can activate a fire alarm or call **(insert name)** to page an emergency announcement.
- Trained volunteers can use a fire extinguisher, following these guidelines:
  - **P**=Pull the safety pin
  - **A**=Aim the nozzle at the base of the fire

## Emergency Guidelines

- S=Squeeze the operating lever
- S=Sweep side to side covering the base of the fire

*\*When using a fire extinguisher, all volunteers in the vicinity must always stay between the fire and an exit, staying low and backing away when the fire is extinguished.*

*\*If the fire is too hot or too smoky, volunteers are encouraged to evacuate immediately, discarding the fire extinguisher.*

- Volunteers should notify the incident commander of the location of the fire. He or she will relay this information to the fire department.

## Violence

- Any volunteer who feels that he or she has been threatened should immediately report the concern to a supervisor or to appropriate local authorities.
- If any person is observed exhibiting threatening behavior or making threatening statements, the individual who discovers the situation should warn others in the area and immediately notify a supervisor or human resources, staying away from the person exhibiting threatening behavior.
- Depending upon the level of concern, volunteers must call the police department (911) immediately.
- It is prohibited to confront any person exhibiting threatening behavior.

If volunteers have reason to believe that events in their personal lives or any other situation could result in an act of violence at work, they should privately discuss the issue with a representative of or human resources and develop a prevention plan together.

**FIRE DEPARTMENT:** \_\_\_\_\_  
**TELEPHONE:** \_\_\_\_\_

**POLICE DEPARTMENT:** \_\_\_\_\_  
**TELEPHONE:** \_\_\_\_\_

**EMERGENCY MEDICAL SERVICES (AMBULANCE):** \_\_\_\_\_  
**TELEPHONE:** \_\_\_\_\_

**HOSPITAL:** \_\_\_\_\_  
**TELEPHONE:** \_\_\_\_\_

**DOCTOR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_



## Harassment Policy

The district does not tolerate harassment of our employees, volunteers, community members or guests. Any form of harassment related to a volunteer's race, color, sex, religion, national origin, age, citizenship status, veteran status or handicap is a violation of this policy and will be treated as a disciplinary matter. For these purposes, the term harassment includes, but is not limited to, slurs, jokes or other verbal, graphic or physical conduct relating to an individual's race, color, sex, religion or national origin; sexual advances; requests for sexual favors and other verbal, graphic or physical conduct of a sexual nature. The intentions to sexually harass another individual expressed through language, expressions and proximity to another is as detrimental as the actual act. Further, as of 1998, the Supreme Court recognizes that Title VII of the Civil Rights Act of 1964 also applies to same-sex harassment.

Violation of this policy by a volunteer shall subject that volunteer to immediate discharge.

Examples of conduct prohibited by this policy include, but are not limited to:

- Physical Actions:
  - Neck or shoulder massaging
  - Hugging, kissing or patting another's body
  - Touching oneself with sexual overtones while in the proximity of another
- Verbal Actions:
  - Whistling or making cat calls at another individual
  - Discussing sexual topics that make others uncomfortable
  - Making comments about another individual's body parts and/or clothing
- Non-Verbal Actions:
  - Making sexual gestures with one's hands, tongue or other body parts
  - Looking an individual up and down
  - Winking, licking lips or blowing kisses at another individual

If you believe that you are being subjected to harassment, you should:

1. If you feel comfortable enough to do so, tell the harasser that his or her actions are not welcome and they must stop.
2. Report the incident immediately to a supervisor.
3. Report any additional incidents that may occur to one of the above resources.

All reported incidents will be investigated. Complaints, and actions taken to resolve complaints, will be handled as confidentially as possible given 's obligation to investigate and act upon reports of such harassment. Retaliation of any kind against a volunteer who reports a suspected incident of sexual harassment is prohibited. Anyone who violates this policy or retaliates against another staff member in any way will be subject to disciplinary action up to and including immediate dismissal.

## General Safety Precautions

### Fire Prevention

1. Smoking is allowed only in designated outdoor areas.
2. No candles or unauthorized open flames are allowed in the work area.
3. No flammable chemicals are allowed inside work area at any time unless they are specifically authorized for use. If there is a work-related need to use a flammable chemical, contact the supervisor for guidance on hazard communication and fire safety.
4. Volunteers may never start or run an engine in an enclosed area.
5. Gasoline, diesel and other fuels must be transported in approved, marked containers.

### Lifting

1. Plan the move before lifting; ensure that you have an unobstructed pathway.
2. Test the weight of the load before lifting by pushing the load along its resting surface.
3. If the load is too heavy or bulky, use lifting and carrying aids such as hand trucks, dollies, pallet jacks and carts, or get assistance from a co-worker.
4. If assistance is required to perform a lift, coordinate and communicate your movements with those of your co-worker.
5. Position your feet 6 to 12 inches apart with one foot slightly in front of the other.
6. Face the load.
7. Bend at the knees, not at the back.
8. Keep your back straight.
9. Get a firm grip on the object using your hands and fingers – use handles when they are present.
10. Hold the object as close to your body as possible.
11. While keeping the weight of the load in your legs, slowly stand.
12. Perform lifting movements smoothly and gradually; do not jerk the load.
13. If you must change direction while lifting or carrying the load, pivot your feet and turn your entire body – do not twist at the waist.
14. Set down objects in the same manner as you picked them up, except in reverse.
15. Do not lift an object from the floor to a level above your waist in one motion. Set the load down on a table or bench and adjust your grip before lifting it higher.
16. Never lift anything if your hands are greasy or wet.
17. Wear protective gloves when lifting objects that have sharp corners or jagged edges.

### Ladders & Stepladders

1. Read and follow the manufacturer's instructions label affixed to the ladder if you are unsure how to use the ladder.
2. Do not use ladders that have loose rungs, cracked or split side rails, missing rubber foot pads or are otherwise visibly damaged.

## General Safety Precautions

3. Keep ladder rungs clean and free of grease and remove buildup of material such as dirt or mud.
4. Do not place ladders in a passageway or doorway without posting warning signs or cones that direct pedestrian traffic away from the ladder. Lock the doorway that you are blocking with the ladder and post signs that will direct traffic away from your work.
5. Do not place a ladder at a blind corner or doorway without diverting foot traffic by blocking or roping off the area.
6. Allow only one person on the ladder at a time.
7. Face the ladder when climbing up or down it.
8. Maintain a three-point contact by keeping both hands and one foot or both feet and one hand on the ladder at all times when climbing up or down.
9. When performing work from a ladder, face the ladder and do not lean backward or sideways from the ladder. Do not jump from ladders or step stools.
10. Do not stand on tables, chairs, boxes or other improvised climbing devices to reach high places. Use the ladder or stepstool.
11. Do not stand on the top two rungs of any ladder.
12. Do not stand on a ladder that wobbles or that leans to the left or right of center.
13. When using a straight or extension ladder, extend the top of the ladder at least 3 feet above the edge of the landing.
14. Secure the ladder in place by having another volunteer hold it if it cannot be tied to the structure.
15. Do not move a rolling ladder while someone is on it.
16. Do not place ladders on barrels, boxes, loose bricks, pails, concrete blocks or other unstable bases.
17. Do not carry items in your hands while climbing up or down a ladder.

## Housekeeping

1. Do not place materials, such as boxes or trash, in walkways or passageways.
2. Mop up water around drinking fountains, drink dispensing machines and ice machines immediately.
3. Do not store or leave items on stairways.
4. Do not block or obstruct stairwells, exits or accesses to safety and emergency equipment such as fire extinguishers or fire alarms.
5. Straighten or remove rugs and mats that do not lie flat on the floor.
6. Remove protruding nails or bend them down into the lumber by using a claw hammer.
7. Return tools to their storage places after use.
8. Use caution signs or cones to barricade slippery areas such as freshly mopped floors.

## General Safety Precautions

### Electrical Safety

1. Electrical cords must be protected with specially designed cord protectors or kept out of areas where they will be damaged.
2. Operators must turn electrical appliances off using the switch, not by pulling out the plug.
3. All appliances should be turned off before leaving for the day.
4. Never run cords under rugs or other floor or ground coverings.
5. Immediately report all electrical problems.
6. The following areas must remain clear and unobstructed at all times:
  - Exit doors
  - Aisles
  - Electrical panels
  - Fire extinguishers
7. When using an extension cord:
  - Look to see that the wattage labeled on the tool, appliance or equipment does not exceed the wattage limit labeled on the cord.
  - Do not run the cord through doorways, holes in ceilings, walls or floors.
  - Never remove, bend or modify any metal prongs on the plug of the cord.
  - Do not use the cord under wet conditions.
  - Do not plug one extension cord into another.
  - Never drive over, drag, step on, walk on or place objects on a cord.
  - Always unplug the cord when you have finished using it.
  - Do not use the cord as a permanent power source.

### Chemical Safety

1. Follow the instructions on the label and in the corresponding Safety Data Sheet (SDS) for each chemical product used in your workplace.
2. Use personal protective clothing or equipment (PPE) such as neoprene gloves and protective eyewear when using chemicals.
3. Do not use protective clothing or equipment that has split seams, pin holes, cuts, tears or other signs of visible damage.
4. Each time you use your gloves, wash your gloves before removing them using cold tap water and normal hand washing motion. Then, always wash your hands after removing the gloves.
5. Do not use chemicals from unlabeled containers or unmarked cylinders.
6. Use a rubber cradle when transporting unpackaged, glass bottles of chemicals.

## General Safety Precautions

7. Do not store chemical containers labeled "oxidizer" with containers labeled "corrosive" or "caustic."

## Machine Safety

1. Do not remove, alter or bypass any safety guards or devices when operating mechanical equipment.
2. Do not wear loose clothing, jewelry or ties around machinery.
3. Read and obey safety warnings posted on or near any machinery.
4. Long hair must be contained under a hat or hair net.

## Hand Tool Safety

1. Do not continue to work if your safety glasses become fogged. Stop work and clean the glasses until the lenses are clear and defogged.
2. Tag worn, damaged or defective tools and do not use them.
3. Do not use a tool if the handle surface has splinters, burrs, cracks or splits.
4. Do not use impact tools such as hammers, chisels, punches or steel stakes that have mushroomed heads.
5. When handing a tool to another person, direct sharp points and cutting edges away from yourself and the other person.
6. Do not carry sharp or pointed hand tools such as screw, scribes, chisels or files in your pocket unless the tool or your pocket is sheathed.
7. Do not perform makeshift repairs to tools.
8. Do not throw tools from one location to another or from one volunteer/employee to another.
9. Transport hand tools only in toolboxes or tool belts – do not carry tools in your hand or clothing, especially when climbing.

## Office Safety

1. Do not work on any computer or office machine if your hands are wet or if you are standing on a damp surface.
2. Do not mount pencil sharpeners so that they protrude beyond the edges of desks or tables.
3. Do not stand on a swivel chair.
4. Do not raise the seats on swivel chairs beyond the point where your feet can touch the floor.
5. Do not compact material in the waste basket with your hands or your feet.
6. Do not use cardboard boxes as waste receptacles.
7. Do not leave file drawers open; always use handles to close them.
8. Do not stack file cabinets on top of one another.
9. Open one file cabinet drawer at a time.
10. Put heavy files in the bottom drawers of file cabinets.

## Volunteer Acknowledgement Form

The district is committed to your safety. You are encouraged to report any unsafe work practices or safety hazards encountered while at the organization. All accidents/incidents (no matter how slight) are to be immediately reported.

A key factor in implementing this policy will be the strict compliance to all applicable federal, state, local and policies and procedures. Failure to comply with these policies may result in dismissal. Respecting this, the district will make reasonable efforts to provide a safe and healthful workplace that is free from any recognized or known potential hazards. Additionally, the district subscribes to these principles:

1. All accidents are preventable through implementation of effective safety and health control policies and programs.
2. Safety and health controls are a major part of our work every day.
3. Accident prevention is good business. It minimizes human suffering, promotes better working conditions for everyone, holds in higher regard with community members and increases productivity. This is why the district intends to comply with all safety and health regulations that apply to the course and scope of operations.
4. Volunteers are responsible for following safe work practices and district rules as well as for preventing accidents and injuries. The district will establish lines of communication to solicit and receive comments, information, suggestions and assistance from volunteers where safety and health are concerned.

Everyone at the district must be involved and committed to safety. This must be a team effort. Together, we can prevent accidents and injuries and keep each other safe and healthy.

By signing this document, I confirm the receipt of 's volunteer safety handbook. I have read and understood all policies, programs and actions as described, and I agree to comply with these set policies.

---

Volunteer Signature

---

Date

# **Cory Lakes**

**Community Development District**

# **EXHIBIT**

# **15**

**AGENDA**

1 **SUMMARY OF MOTIONS MINUTES OF THE**  
2 **11/7/23 SPECIAL BUDGET MEETING**

3 **CORY LAKES COMMUNITY DEVELOPMENT DISTRICT**

4 The Special Budget Meeting of the Board of Supervisors of the Cory Lakes Community  
5 Development District was held Tuesday, November 7, 2023 at 6:00 p.m. at Cory Lakes Beach Club,  
6 10441 Cory Lake Drive, Tampa, Florida 33647. The public was able to listen and/or participate in person  
7 as well as via ZOOM, at

8 <https://us02web.zoom.us/j/87271417819?pwd=OFVySWMYR1diL0lOWEpWSC82SWhCUT09>,

9 Meeting ID: 872 7141 7819, Passcode: 776805, or telephonically at +1-305-224-1968, Meeting ID: 872  
10 7141 7819, Passcode: 776805.

11 **FIRST ORDER OF BUSINESS – Call to Order/Roll Call/Pledge of Allegiance**

12 Chairman Castillo called the meeting to order at 6:12 p.m., conducted roll call, then led everyone  
13 in reciting the Pledge of Allegiance.

14 Present and constituting a quorum were:

15 Jorge Castillo	Board Supervisor, Chairman
16 Ann Belyea	Board Supervisor, Vice Chairman
17 Ronald Acoff	Board Supervisor, Assistant Secretary
18 Rene Fontcha	Board Supervisor, Assistant Secretary
19 Cynthia McIntyre	Board Supervisor, Assistant Secretary

20 Also present were:

21 Larry Krause	District Manager, BREEZE
22 Patricia Thibault	District Manager, BREEZE
23 Vivek Babbar	District Counsel, SRV
24 John Hall	Facilities Manager, CLI
25 Dominique Green	Office Administrator, CLI

27 On a MOTION by Mr. Castillo, SECONDED by Mr. Fontcha, WITH ALL IN FAVOR, the Board approved  
28 **Dissolving all Committees Until Further Notice**, for the Cory Lakes Community Development District.

30 On a MOTION by Mr. Fontcha, SECONDED by Mr. Acoff, WITH ALL IN FAVOR, the Board approved  
31 **Terminating the Contract with OLM**, for the Cory Lakes Community Development District.

33 On a MOTION by Ms. McIntyre, SECONDED by Ms. Belyea, WITH ALL IN FAVOR, the Board  
34 approved **Renegotiating the Current Contract with LMP to Address the Performance Pay by OLM**,  
35 for the Cory Lakes Community Development District.

37 On a MOTION by Mr. Acoff, SECONDED by Mr. Fontcha, WITH ALL IN FAVOR, the Board adjourned  
38 **the Special Budget Meeting at 8:57 p.m.** for the Cory Lakes Community Development District.

39  
*Disclaimer: Readers should be aware that these summary minutes are intended to provide highlights of topic discussions and items being considered.*



40

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**Signature**

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**Signature**

41

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**Printed Name**

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**Printed Name**

42 **Title:**    **Secretary**    **Assistant Secretary**

**Title:**    **Chairman**    **Vice Chairman**

43

# **Cory Lakes**

**Community Development District**

# **EXHIBIT**

# **16**

**AGENDA**

1 **MINUTES OF 11/7/23 SPECIAL BUDGET MEETING**  
2 **CORY LAKES COMMUNITY DEVELOPMENT DISTRICT**  
3

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17 Rene Fontcha	Board Supervisor, Assistant Secretary
18 Cynthia McIntyre	Board Supervisor, Assistant Secretary

19 Also present were:

20 Larry Krause	District Manager, BREEZE
21 Patricia Thibault	District Manager, BREEZE
22 Vivek Babbar	District Counsel, SRV
23 John Hall	Facilities Manager, CLI
24 Dominique Green	Office Administrator, CLI

26 *The following is a summary of the discussions and actions taken at the November 7, 2023 Cory Lakes CDD*  
27 *Board of Supervisors Special Budget Meeting.*

28 **SECOND ORDER OF BUSINESS – Exhibit 1 - Discussion on E-Blasts and Social Media Posting**

29 Mr. Babbar referenced an email he sent to the Board two weeks prior relating to topics he planned to  
30 discuss at the October meeting, which ran long. He noted that the email covered topics that have come up in the  
31 district, and he wanted to make sure that everyone had a chance to see it. He noted that staff felt it important to  
32 be transparent and share this information with the community and have it on the agenda so that the community  
33 would see the direction given by Counsel on this topic.

34 Mr. Babbar added that staff have received questions, comments, and concerns from residents asking  
35 them to mediate issues and about options regarding what the Board can do with other Board members with  
36 whom they may have issues. He said that staff has no oversight or supervision of the Board, but are there to make  
37 recommendations, give information on best practices, and to use their knowledge for the Board's benefit so that  
38 they can make informed decisions.

39 Mr. Babbar reiterated that the information provided is staff's recommendation; it is not binding and  
40 cannot be forced upon any Board member. He added that the reason they have these recommendations is that  
41 they are tried and tested. He noted that in 2009, the City of Venice spent \$1.4 million in legal fees and \$750,000  
42 of that was to reimburse the plaintiff who filed a case against that city regarding Sunshine Law violations – the  
43 largest such case in the State. He reminded Supervisors that these matters should be taken seriously.

44 Mr. Babbar added that his law firm works with other firms, the Florida Bar, and the Attorney General's  
45 opinions, and asked Ms. Thibault and Mr. Krause to add anything from what they have encountered working in  
46 other districts with other firms. Ms. Thibault advised the Board that BREEZE works with several other District

47 Counsel firms representing smaller and larger districts than Cory Lakes, as well as small cities, and everything  
48 that Mr. Babbar wrote in his email is agreed upon by them. She said that they also advised, as has Mr. Babbar,  
49 that staff cannot prevent Supervisors from advancing social media postings, but there is a liability. She reiterated  
50 the \$1.4 million spent by the City of Venice due to some of the members of their Board, and that staff  
51 recommends that all social media postings by Supervisors cease, but that staff cannot force any Supervisor not  
52 to post. She said that staff is advising that there is a financial risk to the District for posting to social media, from  
53 a liability perspective and cost.

54 Ms. Thibault advised the email was not directed toward any individual Supervisor or any specific  
55 communication. She noted the item was presented due to the number of inquiries received by district  
56 management and counsel.

57 Supervisor Acoff asked, from a D & O standpoint, if someone was putting out false information, would  
58 the D & O insurance cover them, or is there personal liability? Ms. Thibault advised that there is personal liability  
59 as well. She added that if it could be proven that a Supervisor acted so far out of their responsibilities, then that  
60 liability would come against the District as well as the Supervisor.

61 Supervisor Acoff asked about groups interacting in social media and opined that all they can do is ask  
62 them to stop and understand that the community and Board can be held liable. He asked what they could do.  
63 Mr. Babbar advised that the District can be held liable for its own communications, but not those of third parties.

64 Supervisor Acoff restated his question to ask that, if he was putting out misinformation, as a Supervisor,  
65 does the D & O Insurance protect him, or is he placing the entire Board and Community into liability for the  
66 incorrect information he is putting out. Mr. Babbar said that it depends – if he is outside the scope of the role of  
67 Supervisor, it is about intent, and if a reasonable person should have known that the information is false or  
68 incorrect. Mr. Babbar stated that the Board’s lines of communication should be coming from the CDD website,  
69 the District Management Office, and at a public meeting. He reminded Supervisors that staff recommends they  
70 do not engage in other forms of communication, as they can muddy the waters.

71 Ms. Thibault added that staff are working to protect the District, protect Supervisors, and protect from  
72 the risk of any financial impact. She reiterated that every district counsel and almost every law firm and all the  
73 major law firms District Management has worked with hold the same position.

74 Ms. Thibault commented on how pleased she is with the resident turnout to the meeting, both by those  
75 in person and virtually. She stressed that the objective for all attending should be the same – fiscal sustainability,  
76 not looking back and placing blame, but moving forward to fiscal sustainability and transparency. She added  
77 that Supervisors are not required to have degrees in accounting when they sign up to run for office, and that they  
78 rely on their district management to bring them financial information. She continued to say that just as the  
79 President of the United States is not required to have an accounting degree, neither are Supervisors. She  
80 concluded by saying that it is her belief that looking backward to point fingers does get us to our objectives of  
81 fiscal sustainability and transparency.

82 **THIRD ORDER OF BUSINESS – Chairman’s Opening Comments**

83 The Chairman thanked all for attending the meeting and noted that they are all there to make the  
84 community better. He commented on homes as assets and that everyone wants their property values to increase.  
85 He noted that the community has been very contentious and said that now is the worst he has seen it since 2005.  
86 He said he is begging everyone to come together and noted that they will not agree on everything, but that there  
87 is no place for finger pointing. He stated that this is a professional entity that has been audited every year since  
88 he has been on the Board and noted that in his near ten years on the Board that no Supervisor has done anything  
89 unethical.

90 Chairman Castillo continued to speak about Social Media, citing examples of cyber bullying and asked  
91 for it to stop, as it creates division and chaos.

92 A member of the physical audience interrupted the Chairman's comments, and at this point Ms. Thibault  
93 addressed the audience and advised that Florida Statute allows District Management to have anyone removed  
94 from the meeting who is being extremely disruptive. She said that she will not tolerate disruptive behavior during  
95 a meeting going forward and encouraged the attendees to conduct themselves professionally.

96 Chairman Castillo continued his comments, saying that things are escalating to the point of potential  
97 legal action, including possible defamation of character as well as cyber bullying, and he asked again for it to  
98 stop. He added that he thought 99.9% of the community wanted peace, but that there were a few people  
99 preventing that.

100 **FOURTH ORDER OF BUSINESS – Other Supervisors' Opening Comments**

101 Supervisor Acoff welcomed everyone. He noted that it is easy to focus on where something or someone  
102 failed, but that the true test of character is to find out where they tripped, and that the real definition of a body is  
103 to find the path forward – what steps to take, what communications to make, and can they put back the respect.  
104 He stated that BREEZE is there to help, that they have provided the Board with needed information and a  
105 comprehensive plan to attain their needs. He said that facts do not lie – people do. He said that now that they  
106 have information, they need to go with the plan and leave there as a unified community where everyone  
107 understands their path forward and what they will do to protect the integrity and the sustainability of the  
108 neighborhood. He encouraged everyone to focus on the plan and not worry about who their constituents are. He  
109 said that at some point they need to become a community with one objective in mind – the betterment of Cory  
110 Lake Isles.

111 Supervisor McIntyre said she reviewed the budget and documentation and wondered where the District  
112 went wrong, but then remembered a comment she heard on the dais that they need to not look through the  
113 rearview mirror, but the windshield. She said that they need to look forward, and that she is grateful to Ms.  
114 Thibault and her team for all their hard work.

115 Vice Chair Belyea thanked everyone for being there and showing their support for their Board.

116 Supervisor Fontcha welcomed all and thanked them for caring and being there.

117 **FIFTH ORDER OF BUSINESS – Audience Comments**

118 Chairman Castillo opened Audience Comments with speakers physically present, and then those  
119 participating virtually; Several members of the audience addressed the Board:

120 Daniel Santana said he wanted to see historical transactional data. He also said that if the District was  
121 using the funds from the loan, that he believed that to be wire fraud. He said that no payments should be made  
122 to vendors unless the CDD has the money outside of the loan money.

123 Ryan Foster said he hoped that everyone there at the meeting could come to a solution and that if there  
124 is money left in the budget, that it can be put into an interest-earning account earning more than 1.8%, and for  
125 all to be positive moving forward.

126 Sid Shah asked if holiday lights could be turned on earlier and left on later for six nights for the Diwali  
127 Celebration, so that they would be on from dusk until dawn. He stated that the CDD assessments are too low.  
128 He asked the Board to not cut back on services, but to raise the CDD assessments.

129 Carlos Guzman said he felt the District was spending too much money on six weeks of holiday lights  
130 each year and could have purchased lights and left them permanently installed on the tops of the higher palms.  
131 He stated that the palms between the sidewalks and the streets are being over trimmed, which is contributing to  
132 their early deaths, and that it costs the CDD \$40,000 a year to have them trimmed two time annually. He said  
133 the trimming should be the responsibility of the homeowners. He also stated that during the March 2023 CDD  
134 meeting, the former District Manager told them they had \$555,898 left over on September 30<sup>th</sup> from the FY 2022  
135 budget. He asked, given that information, how the District is in the financial situation it is today. He said  
136 members of the community are asking for an independent forensic audit.

137 That being all the commenters physically present, Mr. Krause asked if anyone on ZOOM wanted to  
138 address the Board. He noted that no one unmuted themselves, and the Board moved on to the next agenda item.

139 **SIXTH ORDER OF BUSINESS – Financial Items**

140 Ms. Thibault began her presentation with Exhibit 3, Presentation of Fund Balance, FY 2023 Budget in  
141 Review, FY 2024 Budget Analysis, which is a PowerPoint presentation. The first item discussed was the  
142 Analysis of Fund Balance.

143 Ms. Thibault advised that the Fund Balance is not the District's cash. She said to think of the fund  
144 balance as stockholders' equity, in that it is inclusive of any liabilities. She said that assets equal liabilities plus  
145 stockholders' equity.

146 Ms. Thibault discussed non-spendables and deposits, and advised the Board that, in accordance with  
147 their independent audit, their non-spendables for pre-pays and deposits was \$101,092. There was also an  
148 assignment for subsequent years' expenditures for \$360,000 – the same amount as the loan. Unassigned was  
149 \$458,233 – unassigned meaning that money is available for any purpose. She noted that she was not involved in  
150 the previous process, but conjectured that what possibly happened, from what she saw, is that the \$360,000  
151 should have been assigned for the loan and that the \$458,000 should have been assigned for subsequent years'  
152 expenditures. She said she thought it might have been a misclassification in those dollar amounts.

153 Ms. Thibault stated that they had \$919,325 in Fund Balance. She added that, when including unaudited  
154 numbers and keeping in mind that BREEZE did not take over until mid-August, the District currently has a non-  
155 spendable balance of \$52,130, and the assigned amount for subsequent years' expenditures is at \$482,069. There  
156 is an assignment for the loan of \$295,000 – but that amount should be \$360,000. She said that leaves \$1,890  
157 available for any purpose, including any emergency events.

158 Ms. Thibault next covered Subsequent Years' Expenditures. She noted that the Fiscal Year begins  
159 October 1, the tax bill does not arrive until November 1, and homeowners' escrow companies submit tax  
160 assessments to the county sometime in December, and then the county disperse funds to the special districts,  
161 creating a lag from having to pay new fiscal year expenditures and when the new money comes in. She said that  
162 GASB recommends setting aside 3 months of operating capital to bridge the gap between when the bills need to  
163 be paid and when the assessments arrive.

164 Ms. Thibault said that her goal for the meeting was that everyone would be on the same page, and though  
165 they may have different opinions, their objective is fiscal sustainability.

166 A member of the audience asked what the value of the three months was. Ms. Thibault advised that in  
167 the audit it was \$482,000, and when she reviewed it, in the FY 2024 budget it should have been \$627,148. She  
168 said that the bills are being paid on time, but it will be tight toward the end of the month. She also noted that  
169 while GASB recommends 3 months of spending capital, it does not account for technology and the fact that  
170 funds now arrive starting at the end of November, rather than having to wait until mid-to-late January.

171 Ms. Thibault emphasized that she still recommends stopping all but emergency spending, except for  
172 contractual obligations, to begin as soon as the Special Budget Meeting concludes. She recommended the  
173 moratorium on spending until mid-year, with mid-year being March. She said at that time they will see where  
174 they are and adjust accordingly. It will be a micro-management process, and she requested to the residents and  
175 Supervisors that they advance the moratorium on non-spending.

176 Ms. Thibault next discussed the Fiscal Year (FY) 2023 Budget and reviewed Administrative  
177 Expenditures, which include Supervisor fees, arbitrage, auditing, legal advertising, office supplies, dues, and  
178 licenses. She said that it does show they were under budget \$44,000, but she noted collection costs from the  
179 County that she does not believe were allocated correctly in the prior year, because revenues are showing they  
180 are under by over \$100,000, which does not seem plausible in this community. This is something she said the  
181 Auditor would need to opine on and to recalculate. She said that this a fee that the Tax Collector charges the  
182 District to remit all assessments back to the District. She added that she does not feel they should spend any of

183 that \$44,000, as it was not accounted for correctly in FY 2023, and so until she has the auditor come in and  
184 confirm the exact actual amount, she does not want to utilize it.

185 Chairman Castillo asked if the line item that shows an actual \$47,746 should be more. Ms. Thibault  
186 stated that it should be less. She reiterated that she does not want to touch that money until it has been vetted.  
187 She also has an assessment consultant from the BREEZE team reviewing it. She said that the commission cost  
188 from the County is usually about 6% (the 4% discounted rate for paying the assessments in November and then  
189 the 2% commission charge), so she is confirming everything with the County to make sure they have a better  
190 number, as she does not think things were allocated correctly between the revenue lines and the line she is  
191 discussing, because when they do the tax remittance from the county, it comes in as one big dollar amount,  
192 broken out as a commission charge, discount charge, and net amount. She thinks there might have been an  
193 accounting error in the way that happened that needs to be vetted with the County.

194 A resident noted that on the income statement there is no line item for a discount on the revenue, and  
195 Ms. Thibault confirmed that as correct, but also noted that that is not her statement. Ms. Thibault recommended  
196 that in the next budget they present the budget net for everything, to eliminate confusion. She said that this year  
197 they had isolated the amount at the top, in the revenue section, a negative amount of \$103,275, but that moving  
198 forward the budget will be presented based on the actual cash that the District will be receiving.

199 Chairman Castillo asked Ms. Thibault if they will not account for those dollars until she has further  
200 information. Ms. Thibault confirmed that that was correct for the \$44,000, and that they would work to true that  
201 number up.

202 Ms. Thibault next covered the Utility expenditures. She noted the budgeted amount for utilities was  
203 \$266,815, but the actual came in at \$403,114, putting the District over budget by \$136,299 on utilities. She spoke  
204 of the average monthly bill for streetlights being \$21,963, putting them over budget on that line by \$86,863. The  
205 average monthly electricity bill is \$7,428, annualized to \$89,136. She noted that TECO has increased its rates,  
206 and that the approved budget did not take those rate increases into account.

207 Supervisor McIntyre noted that she has heard it said repeatedly that they pay a standard amount for  
208 streetlights, and asked if that was the case. Ms. Thibault said that the District had entered into a lease years ago,  
209 and that staff would need to do a public records request to get the leases. Ms. Thibault said they are billed a  
210 standard amount for the equipment that is in the contract, and then they get billed an amount for electric usage,  
211 so that there are two parts to their bill, and that it is likely the overage is due to the electric use, but that she could  
212 not opine on it as she has not been able to review an original contract. Supervisor McIntyre asked if they would  
213 save money if they turned off the lights at the sports activities at 10 p.m. instead of 10:30 p.m.; Ms. Thibault  
214 advised that the financial impact would be minimal.

215 Supervisor Acoff opined that getting the lease contracts would be beneficial, as he had also understood  
216 that the District paid a fixed rate for the streetlights. Ms. Thibault said that she needs to find out, if it is a TECO  
217 contract, what the term of the contract is and if it already expired (she said they normally last 10-15 years), or  
218 did that term expire already and they rolled them over into a higher amount, and she said that they would have  
219 to give TECO a year out for terminating service, based on other contracts she has read. She explained that in  
220 another district she had told TECO to come and remove their lights as she was going to install solar streetlights,  
221 and they lowered their rates, as they did not want to remove their equipment. She advised that Mr. Krause would  
222 request the streetlight contracts from TECO and that, if the Board approved, she would be more aggressive with  
223 TECO.

224 Mr. Hall advised that he has some of the contracts and that the District entered into a new contract with  
225 TECO at the end of 2016/beginning of 2017 for 10 years. Supervisor Fontcha said that they were all surprised  
226 by the expense of the streetlights and that he had brought up in the past that the streetlights were on during the  
227 day. Mr. Hall said that they paid a tariff, but that they cannot control the additional fees on top of that, or  
228 surcharges. Ms. Thibault said she needs to check on what the original deposits were, as the district may be able  
229 to get those back from the utility company as well. She also asked Mr. Hall to send the contracts he has to Mr.

230 Krause. Ms. Thibault advised that she will be looking at other details that could benefit the District, including  
231 reviewing contracts and seeking the return of deposits.

232 Vice Chair Belyea noted TECO may have changed the policy on the streetlights and possibly modified  
233 the contract and asked if that provided the District with an out. Ms. Thibault said that she did not have the old  
234 contracts to see what increase there might have been. She did say that every streetlight bill has two portions –  
235 the lease of the equipment and electric usage, and that she needs to review the contracts and work with District  
236 Counsel and staff to see if there is money for the District there.

237 Ms. Thibault noted that utilities are \$136,300 over budget, but reminded everyone that the Board of  
238 Supervisors has no jurisdiction over what TECO charges, and that the bills need to be paid. Mr. Hall noted that  
239 the biggest increase from TECO, on top of the electric usage and surcharges, is the fuel surcharge, which adds  
240 another \$3000 or more a month.

241 Supervisor McIntyre stated that she reviewed actuals from previous years, and the actual for 2022 for  
242 streetlights was \$213,000, and the adopted budget for 2023 was \$155,000; she added that she felt it was clear  
243 they were not given good direction, as there was no reason to expect electric and streetlights would reduce.

244 A resident asked if the three-month set aside amount would have covered the utility overage. Ms.  
245 Thibault advised that the three-month set aside is an Operating Reserve to bring the District through the fiscal  
246 year for October, November, and December. The resident asked if the District had a larger reserve account, if  
247 that could have helped for the current situation. Ms. Thibault stated there was a TECO rate increase that no one  
248 could have anticipated.

249 Supervisor Acoff responded to the resident who had asked if they had \$500,000 or a \$1 million in a  
250 reserve account, could they have used some of that money. Supervisor Acoff said that they [Supervisors] thought  
251 they had \$500,000 based on the information they were provided at the time. Another resident recapped the  
252 financial situation and confirmed that the District should have three months of operating capital at a minimum  
253 and may want to have more moving forward.

254 Supervisor Acoff reminded everyone that even with technology, there is still a gap at the end of the year  
255 that needs to be covered with the three months of capital reserves. A resident opined that the District had an  
256 operating gap plus an operating reserve gap plus an emergency reserve gap and said that he agreed with another  
257 resident that the district needs to raise its assessments.

258 Chairman Castillo spoke of a Kolter agreement the District had with the developer for about seven years,  
259 wherein Kolter installed a pool and provided funds so that the District would not raise its assessments for the  
260 seven years. He said the District is now in catch-up mode. A resident said the District was in catch-up mode  
261 because of spending; Chairman Castillo agreed that yes, there was spending, but also that the assessments have  
262 not increased in many years. The resident talked about cost saving measures and how they should be considered,  
263 no matter how insignificant, as they add up, in order to get the District on track. He also noted his appreciation  
264 to the Supervisors for calling the meeting and addressing the issue.

265 Ms. Thibault advised that the FY 2024 Summary addresses some of the other items the resident brought  
266 up, such as suspending holiday lights or other non-emergency spending temporarily. She then discussed Security  
267 Operations, where the District was under budget by \$22,087. She added that in October of FY 2023, they only  
268 included half a month rather than the full month; she said that if they included the full month instead, the budget  
269 would have been closer to the annual amount of \$450,213, and the District would have been over budget.

270 Ms. Thibault next addressed Field Operations for FY 2023, which includes amenity staff/personnel,  
271 seasonal decorations, and other smaller items. She said that the District was under budget in this line item by  
272 \$15,947.

273 Landscape Maintenance was the next line item addressed by Ms. Thibault. She said this was the second  
274 biggest category and that the District was over budget in FY 2023 by \$78,885. She said that all of that is being  
275 driven primarily by the landscaping contract, at \$483,172. She said they are \$76,172 over budget, and that they



276 were \$12,543 over in tree removal, and so combined with some other smaller expenses, the District is over  
277 budget in landscaping by \$78,885 [net]. She added that this is an expenditure that can be controlled. She said  
278 there was a contract dated 2/1/2023 that was executed by the prior District Manager – she added that neither Mr.  
279 Krause nor herself will ever execute a continuing contract for the Board. Supervisor McIntyre asked if the  
280 contract was executed without the permission of the Board. Ms. Thibault advised that Mr. Krause searched the  
281 minutes received from the previous District Management firm and asked what he found. Mr. Krause advised  
282 that he did not find where the Board provided direction, and that he would have to go back and review again, as  
283 his initial review was for words like “contract” and “landscaping” and he did not find anything. Supervisor  
284 McIntyre asked about February 2023 in particular, and Mr. Krause advised that he would look again. Ms.  
285 Thibault reiterated that no member of the BREEZE team would ever execute a contract – that would be up to  
286 the seated Board Chairman – and that every contract will be brought to the Board for its approval.

287 Supervisor McIntyre asked if they were paying a higher contracted amount. Ms. Thibault advised that  
288 the contracted amounts were part of her presentation and added that the Landscape General Maintenance was  
289 broken out into two categories in the contract, “core maintenance” and “other.” She said that the “other” was  
290 basically what the Board could make a decision on. Ms. Thibault discussed the core maintenance items, and then  
291 discussed the non-core maintenance items, such as the seasonal color annuals and mulch, which the Board can  
292 elect not to do. She said the total landscape contract was \$426,445, and that the budget was established to be  
293 \$407,000.

294 Ms. Thibault addressed some of the items that the Board had previously determined to advance, such as  
295 mulch at \$72,000. She said the budget was under budget in comparison to what the maintenance items were.  
296 She discussed OLM charging them \$12,000 annually as well. She said that if they only addressed the core items,  
297 they would be at \$355,000, and if the District did not have flowers and mulch, they would have been fine. An  
298 audience member asked about the terms of the contract, and Ms. Thibault advised she thought it was for three  
299 years. She added that staff needed to research, and that District Counsel would need to opine on whether the  
300 current contract could be invalidated; she said that it appears that the former District Manager did sign on behalf  
301 of the District. She said the problem is not the contract itself, but the budget. Ms. Thibault explained to an  
302 audience member that there are items in the landscaping contract that the Board can cut, like the mulch and the  
303 annuals, and there are core maintenance items, such as mowing and cleanup, perennial maintenance, and the  
304 OLM inspections. She reiterated that if they stuck only to core maintenance, they would be at \$355,000 in the  
305 budget.

306 Chairman Castillo asked about meeting process and whether it was preferred to take audience questions  
307 as they came up or hold them until the audience comments portion of the agenda. Ms. Thibault advised that she  
308 usually finds it better to address questions as they come up. She then addressed the audience and advised that  
309 she will take any questions on the budget at any time from any resident.

310 A resident asked if a District Manager has the authority to arbitrarily renew a contract without Board  
311 approval. Mr. Babbar addressed the question and explained that, removing the word “arbitrarily” from the  
312 question, it depends on what the Board direction was. Mr. Babbar added that a signature from a District Manager  
313 is a valid, binding signature for the District. He added that he does not recommend the District Manager sign  
314 contracts for a few reasons: 1) it places more liability on the District Management firm, and 2) we want to make  
315 sure the item does come before the Board.

316 Supervisor McIntyre asked if the core [landscaping] maintenance items are negotiable, such as the OLM  
317 inspections. Ms. Thibault advised that the OLM contract is a stand-alone agreement and that it is not related to  
318 the contract with the landscaping vendor. She added that they do have a clause in their contract that if their  
319 inspection is above a certain percentage, then the District must pay out. She said that the District does not need  
320 to maintain the contract with OLM in order to maintain the landscape contract.

321 Supervisor Acoff stated that the information being presented by Ms. Thibault currently is more FYI, and  
322 that she has a plan for FY 2024 that discusses potential cuts, such as OLM and mulch, so there is more to come,  
323 and encouraged the meeting to continue progressing.

324 Ms. Thibault next addressed Facilities Maintenance, which was budgeted at \$483,236. She said that the  
325 District came in \$38,295 under budget for this category. She noted there is an Outside Facilities Maintenance  
326 amount of \$117,489, which is about 25% of that overall budget. She said that two well pump repairs were put  
327 in this line item in FY 2023, so they will not be utilizing the well pump repairs in 2024, which she said she  
328 thought were close to \$70,000.

329 Ms. Thibault discussed Facilities Maintenance – Pool next. The District was \$344,504 under budget  
330 here because the District did not spend the loan money on the weir projects. She said that as soon as the District  
331 realized it was not going to spend that money, it should have isolated those funds. She added that at her first  
332 meeting, when they presented the audit, she heard Supervisor Acoff say, “Where is my \$360?” She said it was  
333 there, it just was not in the right bucket. She said they had assigned in the audit the \$360,000 to “subsequent  
334 year expenditures,” and not the loan. She said that the Board did present those questions and did notice that, but  
335 that the auditor told them it was in their assigned, it just was not in the right place in “assigned.”

336 Chairman Castillo asked if the \$360,000 was comingled with the unassigned. Ms. Thibault said that it  
337 was. He asked why they are seeing it separately then. She said that it was a separate line item in the FY 2023  
338 budget. She added that when the District realized it was not going to spend the money for the intended purpose,  
339 which was restricted, she believed, by the loan document, and should have been established as such – restricted  
340 for a different purpose – that they could have pulled those funds out and at that point, and the District would  
341 have had to go through this process several months earlier.

342 Chairman Castillo asked about the \$25,000 end-of-year contingency for FY 2023. Ms. Thibault stated  
343 that she impacted the budget there to cover the District for the multitude of smaller expenses she is still working  
344 to account for and wanted to cover in order to protect the District. She said if it is not used, it will just come back  
345 to the Fund Balance, but that it is not there to be spent on anything else.

346 Chairman Castillo noted there was a surplus of \$9,504 from what was budgeted for the Facilities  
347 Maintenance – Pool category. He then asked for clarification between the \$360,000 and the \$295,000. Ms.  
348 Thibault advised that the budget is adopted at the aggregate, with different line items broken out for fiscal  
349 responsibility. She said that as such, if you go over budget in one line item, then somewhere else you need to  
350 compensate for that, which she does through a budget amendment, to make everyone aware that they are tracking  
351 high and figure out a way to pay for those over-budget items.

352 Supervisor Acoff said that there were some disparities that will be addressed later in the presentation,  
353 and Ms. Thibault confirmed that it was the Fund Balance. An audience member asked about the \$25,000 and the  
354 \$360,000; Ms. Thibault advised that the District does not have the \$360,000. The audience member asked if the  
355 \$360,000 was being used as Operating Reserves and if that was legal, and Ms. Thibault advised that the District  
356 did utilize a portion of that. She added that part of the decision process for the night is for the Board to direct  
357 her to take the money out of the Operating Reserves and move it back.

358 Ms. Thibault next began her presentation of the Fiscal Year 2024 budget, and reminded everyone that  
359 she first walked them through Fiscal Year 2023 to provide some background on how they got there. She said the  
360 biggest drivers of the current situation were overspending in Landscape Maintenance and overspending in  
361 electricity.

362 For the Administrative category under FY 2024, Ms. Thibault advised there is an extra \$49,000 that she  
363 needs more information on and that needs to be trued-up with the county, so that money should be left alone.  
364 She did recommend increasing legal fees and district engineering fees by \$5000 each, as she notes they are  
365 trending higher. She added that as things in the District settle, District Counsel may not need to be utilized as  
366 much or attend as many meetings, and so there may be some future cost savings there. She added that in other  
367 districts, she has District Counsel and District Engineer present their reports early in the meeting and then sends  
368 them home so as not to accrue the hourly rate. She added that District Counsel may also be able to attend future  
369 meetings via ZOOM. Ms. Thibault advised that she would speak with the Supervisors to make a determination  
370 as to whether they would like to have Counsel attend meetings as a way to save money.

371 Ms. Thibault next addressed Utilities, where she addressed the variance they had from FY 2023 and  
372 trued it up to the actuals. She recommends they increase Utilities by that \$71,299, which would true it up to  
373 where it was in FY 2023. An audience member asked if TECO has committed to a rate reduction, and Ms.  
374 Thibault advised that staff needs to pull the contracts, as she has not been advised of any rate reductions. Another  
375 audience member asked if there were other options to TECO. Ms. Thibault advised that depending on the  
376 contracts, she may be able to negotiate a lower rate due to an option to go to solar streetlights. She said that due  
377 to the number of streetlights in a community and the amount of conduit underground, Utilities usually provide  
378 a better rate rather than remove their equipment.

379 Supervisor McIntyre asked Ms. Thibault why the actuals were \$241 [thousand] for 2023 and she is  
380 proposing \$208 [thousand] for FY 2024, and electricity was \$82 [thousand], and she is proposing \$75 [thousand].  
381 Ms. Thibault advised she is basing that on what the actual dollar amounts are of the monthly bills. She added  
382 that while streetlights were at \$241,000, there were additional things in there that should not have been in that  
383 line item, so she set it based on the bill itself. Ms. Thibault reiterated that the budget presented is not her budget,  
384 but rather their prior budget. Supervisor Acoff pointed out that Ms. Thibault is giving the Board  
385 recommendations, and she added she is advising the Board of where they are now and what they need to do.

386 Ms. Thibault next addressed Security Operations, where the variance over actual was \$43,178, with the  
387 recommendation there from the contract provided by the vendor – Ms. Thibault advised that staff was having a  
388 hard time finding contracts in the electronic files sent to them and was hoping they are in the 34 boxes of hard-  
389 copy files that were sent over – Supervisor McIntyre said that she thought there was a new contract in effect  
390 beginning January 1; Supervisor Acoff asked if there was a new contract or a new proposal. Mr. Hall advised  
391 that the Board never voted on that proposal, though they may have added money to the budget in anticipation of  
392 it. Mr. Krause added that Supervisor Acoff had asked for information from the vendor on what they were getting  
393 for the proposed rate increase.

394 Ms. Thibault said that she recommends decreasing the Security Operations Category by \$5,000,  
395 primarily because it had been impacted for overtime, maybe by Chuck, and that the District appears to not be  
396 utilizing that overtime as much, so they can take \$5,000 from there, and possibly take another \$5000 from off-  
397 duty policing, as the actual did not approach what was budgeted.

398 Ms. Thibault proceeded to breakdown the services provided by Allied for the \$438,000 in their budget  
399 category, based on the information she received from Allied. She said that at the Cross Creek gate, Allied was  
400 24/7, so with no overtime for the Cross Creek gate only, the District is at \$181,708.80. She said that for the  
401 Morris Bridge gate for the Site Supervisor, with no overtime, the District is at \$53,726.40, and for the Morris  
402 Bridge gate guard, the District has 104 hours per week, annualized at \$112,486.40. She added that the Rover is  
403 at 84 hours per week, at \$90,854.40. In response to an audience member question about the number of shifts per  
404 week, staff noted that the Rover works 12 hours per day, seven days a week. Ms. Thibault said the total annual  
405 cost for Allied currently is \$438,776. The audience member continued to ask about the amount of security  
406 coverage provided to the community by Allied, and staff responded. Chairman Castillo summarized the service  
407 at Morris Bridge gate, then asked if they could move on.

408 Ms. Thibault moved on to discuss the Field Office Administrative category, where they are over actual  
409 by \$40,192, so she asked Mr. Hall and Ms. Green to find her \$5,000 out of that category to cut, and suggested  
410 maybe office supplies, gym supplies, equipment, or pool/Beach Club miscellaneous. Ms. Thibault noted that in  
411 FY 2023 they had \$9,400 for a Reserve Study – that was actually for the boat but was not classified correctly in  
412 the General Ledger. She said the Reserve Study is in there for \$7,300.

413 Supervisor McIntyre mentioned she thought Mr. Hall had an assistant. Ms. Thibault noted there is not  
414 an Assistant Manager line item in the FY 2023 or the FY 2024 Budgets. Supervisor McIntyre asked Mr. Hall if  
415 he had an assistant, and he responded affirmatively. She asked what line item the money to pay for him was  
416 coming from. Mr. Hall said there was supposed to be a line item for that position, but Ms. Thibault advised there  
417 is not. Someone mentioned payroll taxes. Supervisor McIntyre asked if payroll taxes include insurance. Ms.  
418 Thibault said they were discussing that earlier, as she was working with the payroll company to determine how

419 Ms. Green is receiving her \$500 health insurance stipend; Ms. Thibault advised it is not coming through there.  
420 She said it is a direct expense that Mr. Hall puts on his credit card, which is why it is not to be found in ADP.  
421 Ms. Thibault said she will tighten that up and add a separate category called stipends, so it will be broken out  
422 moving forward.

423 Supervisor McIntyre asked if the pool and Beach Club attendants are the assistants that work there in  
424 the Beach Club Office plus the pool attendants. Ms. Thibault confirmed they are.

425 Ms. Thibault next addressed Landscape Maintenance and noted that they were over budget in FY 2023  
426 by \$71,385. She reviewed the core maintenance items and advised that the Landscape Maintenance budget is  
427 set at \$419,000; the core maintenance items in the three categories are set at \$355, but the \$70,000 difference  
428 does not cover the mulch or the seasonal annuals or the other line items utilized in the general ledger for  
429 landscaping.

430 Supervisor McIntyre asked about the fuel surcharge. Ms. Thibault advised that she has seen that in other  
431 districts, landscapers have added a fuel charge to cover the costs of rising fuel costs. She said she did not see  
432 where that fuel surcharge was delineated in the contract, and she does not know if it was ever brought before the  
433 Board for its approval. Ms. Thibault asked Mr. Krause and Mr. Hall to work with the landscaper to ascertain  
434 who approved them to bring the fuel surcharge. She added that the staff is reviewing the contracts and  
435 understands the fiscal position the Board is in right now.

436 Ms. Thibault then presented her recommendations regarding landscape maintenance. She said that the  
437 District is at \$362,604 for the core maintenance. She said they do not need to utilize OLM at \$12,000. Supervisor  
438 Acoff said they need to remove OLM, as there is no value-added proposition there, and Supervisor McIntyre  
439 agreed.

440 Ms. Thibault advised there was a summary slide to review, which included a recommendation to cut  
441 mulch in half, but that at the last meeting the landscaper advised they could spot mulch for \$50,000, so she made  
442 that adjustment on the last page. Supervisor McIntyre said they were going to save \$50,000, and Mr. Hall advised  
443 that the spot mulching would cost closer to \$20,000. Ms. Thibault advised, based on a comment made, that the  
444 District could go with another mulching company, as LMP does not produce mulch – they utilize a subcontractor.  
445 She added that staff would need to guide any other company on where to spot mulch. She added that the  
446 University of Florida recommends not having more than three inches of mulch, as any deeper would kill plants.

447 An Audience member asked about some other landscaping services that he felt were not necessary; Ms.  
448 Thibault advised the District to stick to the core maintenance items only and save \$12,000. She suggested cutting  
449 the plant replacement budget from \$25,000 to \$10,000. She added that the direction to LMP will be that the  
450 District only has \$15,000, and that if plant material is dead, pull it out and bring the Board a proposal – do not  
451 leave a dead plant out there, as it is unsightly and it is better to have no plant than a dead plant.

452 Supervisor Acoff opined that with the well pumps fixed, better irrigation should help the District  
453 maintain the life of its plants longer. He asked about the savings in the landscaping category. Ms. Thibault said  
454 the adopted budget for landscaping was \$419,000, and the biggest reduction came from reducing the mulch from  
455 \$76,560 to \$35,000, which would cover the limited mulch throughout the District. She said that they need to  
456 stick to only the core services and tell the landscaper that they are fiscally limited on what they can spend and  
457 that the answer will be “no” to other proposals. She said that she looks at high-visibility areas for landscaping  
458 and would consider replacing plants in areas like the Morris Bridge entrance if needed.

459 Supervisor Acoff asked Mr. Hall if he had a choice between \$12,000 for plant replacement or keeping  
460 OLM, which would he choose. Mr. Hall advised that he is already inspecting the community, so he would not  
461 keep OLM. Supervisor Fontcha said he thought that there was a performance clause in the contract; Ms. Thibault  
462 confirmed there is one, and that District Counsel would need to write OLM a termination letter based on the  
463 termination clause in their contract, and then redo the contract for LMP, because the contract with LMP currently  
464 references performance. Supervisor Acoff noted that this would also present a good opportunity to renegotiate  
465 with LMP.

466 Chairman Castillo asked about pruning the street trees, noting that the District is spending \$40,000 a  
467 year, and that there is a safety issue as the trees overhang the sidewalks and force people into the streets. He said  
468 homeowners should prune their own trees, but many do not. the Board needs to make a decision. He said they  
469 could consider other vendors and maybe prune once a year instead of two times, but he is not convinced they  
470 need to do away with it completely. Supervisor McIntyre said that some palm trees are a safety issue, but that  
471 trimming some of the palm trees does not remove all of the safety issues.

472 Ms. Thibault noted that the landscapers usually have a height requirement in their contract for trimming  
473 trees on CDD property, and that it is usually 10-12 feet in most cases to allow for safe passage underneath them,  
474 and it is usually in the contract as an annual lift. Mr. Hall said it is 15 feet due to City of Tampa ordinance.  
475 Supervisor McIntyre advised the trees in question are not on CDD property, but rather on private property. Ms.  
476 Thibault recommended that the District forgo lifting trees not on CDD property. She then asked District Counsel  
477 about trees on private property that overhang CDD property and whether the District is responsible if someone  
478 hits their head on a branch because the tree on private property was not trimmed to the 15-foot height required  
479 by city ordinance.

480 Mr. Babbar said it depends on the facts; Supervisor Acoff said that branches were so low that they forced  
481 people off the sidewalk and into the road. He said that the CDD decided to prune the branches because the CDD  
482 had liability there. Both he and Ms. Thibault stated that it is a POA issue as well, and that the POA needs to be  
483 involved. Supervisor McIntyre asked if the CDD was assuming some responsibility because it trimmed the trees.  
484 Mr. Babbar said that the District is not assuming responsibility, as it is pruning up to its property line, but not  
485 encroaching on private property. Mr. Babbar said that the POA has certain covenants that may give the residents  
486 responsibility from a contractual standpoint; from a property ownership standpoint, the District does have some  
487 liability.

488 Mr. Hall noted that the palm trees are part of the purchase price of the property. Supervisor Fontcha said  
489 to address it like they do mulch, in that they should cut out the middleman and maybe trim once a year. Ms.  
490 Thibault advised that currently, the District does not have the money to trim them, as they were not budgeted  
491 and have not been budgeted. Ms. Thibault advised reviewing this again at mid-year to see if there was enough  
492 money saved to address some of these items.

493 Ms. Thibault noted the adopted FY 2024 Budget amount for landscape maintenance was \$419,000; the  
494 core maintenance, which does not include palm tree trimming, is as at \$407,000, and that's with her reducing  
495 the mulch, so there will be no palm tree trimming in FY 2024. Ms. Thibault reiterated her call for a fiscal  
496 moratorium on outside expenditures and then they will repeat the review process in March. Supervisor Acoff  
497 stated that this may be one of many cuts to come later if the process is not adhered to by the entire community,  
498 which includes reducing requests from residents for things the District cannot do.

499 Chairman Castillo said he wanted to address the safety issue of some of the palm trees in the corners  
500 that Supervisor McIntyre discussed earlier in the meeting. He said the reason the District does not prune those  
501 is because most of them are in homeowners' properties. Supervisor McIntyre said she was not suggesting the  
502 District prune those and that she was using them as an example. Ms. Thibault suggested reaching out to the POA  
503 to ask them to assist the District in their efforts relating to fines and community reviews.

504 An audience member asked about case law and cutting limbs overhanging on your property from a tree  
505 on a neighbor's property. Mr. Babbar advised that case law gives the property owner the right to cut limbs  
506 overhanging their property. The audience member asked who is liable. Mr. Babbar noted that depends on a judge  
507 and jury, but that typically it is the property owner over whose property the limbs hang. The audience member  
508 said that would be the CDD. Ms. Thibault said that is why a conversation should take place with the POA on  
509 how to start fining people.

510 Supervisor Acoff asked Mr. Hall how much the District was paying, unit price, to prune the trees. Mr.  
511 Hall said about \$20-25 per tree. Supervisor Acoff suggested a pruning day or pruning week, as that might assist  
512 the District in progressing on the issue. He added they could publicize when the company was in the community  
513 to have more residents participate. Ms. Thibault said it might be a good first joint CDD/POA project.

514 An audience member asked about the rover and if it was necessary and who was liable for the vehicle.  
515 Ms. Thibault noted the District would be liable for the vehicles if it owned it; the District is leasing the vehicle.  
516 Supervisor Acoff said he sees a lot of people running at night and that apparently everyone feels secure, and that  
517 he feels secure. Supervisor Fontcha added that the rover is part of the contract and that the contract would need  
518 to be modified if they wanted to change service. Supervisor Acoff asked if they needed the rover for 12 hours  
519 or if they could consider 8 or 10 hours, but that people see the rover out there and they have a presence. An  
520 audience member said he preferred more security, not less, though in an emergency financial situation, he would  
521 understand a cut.

522 Ms. Thibault reiterated her recommendation to decrease plant replacement from \$25,000 to \$15,000,  
523 with initial direction to the landscapers to pull the dead plants and advise as to cost to replace and await Board  
524 approval to replace. For tree removal, she recommends reducing the budget from \$35,000 to \$20,000, and noted  
525 that last year the District had to remove several Washingtonian palms due to disease. She said that based on her  
526 suggestions, she sees a savings of over \$37,000, and said that it was the Board's choice whether to put the  
527 \$12,000 toward OLM or plant replacement. She restated that her focus is on resident impact and that the Board  
528 should have some plant replacement money in the budget.

529 Supervisor Fontcha asked Ms. Thibault what they can do about landscaping items they are invoiced for,  
530 such as repairs and controller replacements. Ms. Thibault said that the irrigation maintenance actual was at about  
531 \$22,000, and they have \$7,500 budgeted for irrigation maintenance in FY 2024, but they expended \$20,311 on  
532 irrigation maintenance. Mr. Hall said that they had several items last year that won't be repeated this year, such  
533 as controller issues on some corner properties that had to be turned over to the District and replaced.

534 Ms. Thibault said the \$7,500 budget for irrigation was tight for a District this size but added that she  
535 helps control costs in her other districts by using Hunter Controllers, which come with a 3–5-year warranty and  
536 a tag identifying each controller and the date of the controller. With them, the District can have the landscapers  
537 bring any broken controllers to the clubhouse to be verified by date to ensure they are not still under warranty.  
538 She said she has also seen Districts, through their contract, stipulate that the District will only pay to replace  
539 broken irrigation heads that are 2 inches tall or higher if run over by landscapers. She noted that in some of her  
540 other districts, she also makes sure the landscapers do not replace anything without first going through a field  
541 manager or onsite authority, like Mr. Hall. Ms. Thibault said she also wanted a contract update to have the  
542 landscaper isolate out what the labor cost is per hour for the irrigation specialist, because she sees fluctuations  
543 in rates in other districts. She said you cannot control items unless they are listed in the contract to control.

544 Supervisor McIntyre asked about the final savings for mulch. Ms. Thibault advised that the saving  
545 would be around \$50,000. Supervisor Acoff advised that there were some additional costs with relocating some  
546 of the mulch, which may be why the number went up. Chairman Castillo advised they had requested the number  
547 but had not received it yet.

548 Chairman Castillo asked about Outside Facilities Maintenance and noted that last year's budget was  
549 adopted at about \$100,000 and they spent \$117,000, but some of the well repairs were included therein. He said  
550 that this year they are budget at \$65,000, and asked Mr. Hall what he anticipated expenditures for that line item  
551 to be this year. Ms. Thibault said she had previous discussions about this with Mr. Hall and they suggested  
552 cutting the budget to \$50,000 to save \$15,000.

553 Chairman Castillo mentioned previous discussions about painting the monuments and said they may be  
554 able to get those done, or at least partially, for \$50,000. Ms. Thibault suggested reducing pavers, streets, and  
555 sidewalk repairs by \$25,000 to \$85,000. She also suggested that the District have an analysis done by the District  
556 Engineer or by an independent entity of the pavers, and for them to establish a priority as to life expectancy of  
557 the pavers and what needs to be addressed and when, which would allow the District to fiscally plan to address  
558 the pavers in a more proactive and long-term way.

559 Ms. Thibault advised the Board that there was \$7,900 budgeted for a Reserve Study, but that they want  
560 to have the paver analysis done by an engineer, as engineers approach the issue differently and provide a more  
561 fiscally prudent impact to the residents, as there is a planned approach.

562 Chairman Castillo said he agreed with Ms. Thibault and does not like the current approach of patchwork,  
563 where they are spending \$75,000 - \$100,000 every year. Chairman Castillo added that they have had paver repair  
564 estimates previously near \$25-\$30 million to replace the entire community for pavers, and around \$18-\$22  
565 million for asphalt. He noted this was about 4-5 years ago.

566 Ms. Thibault noted that by doing an analysis through an engineer, the District sets the budget and has  
567 the engineer set priorities based on that, versus having the reserve study set the budget and make everyone pay  
568 now. Supervisor Acoff suggested some alternative ways to repair the pavers, including a 1" asphalt overlay for  
569 \$75,000-\$100,000, but he said the more pressing issue is that the District cannot get a definitive repair method,  
570 because the repairs they are making are not effective. He said they need the right repair method, stabilize what  
571 they have, and then build the additional plan.

572 Ms. Thibault agreed they need a repair plan. Supervisor McIntyre stated that repairs will be made and a  
573 year and half later they look terrible again. Supervisor Acoff reiterated that they need a good repair method in  
574 place and then move to long-term repair.

575 Ms. Thibault mentioned that for the large ticket items, they can look at county contracts and piggyback  
576 off the rates the county has already negotiated, so once a plan is in place, staff can start to research for projects  
577 with those piggyback clauses in place. Ms. Thibault mentioned there is a website that Mr. Hall can visit to  
578 research relevant projects.

579 Ms. Thibault recapped and said to decrease Pavers, Streets, and Sidewalk repairs to \$85,000 to save  
580 \$25,000, and decrease Outside Facilities Maintenance by \$15,000 and to establish a methodology for pavers  
581 before having an engineer perform a street analysis.

582 Supervisor McIntyre mentioned potential cuts in pressure washing of the sidewalks and having residents  
583 clean some, but the Board determined the District owns the sidewalks. Multiple conversations took place,  
584 including pressure washing of the buildings. An audience member mentioned that she could not remember the  
585 last time she noticed the cleanliness of the sidewalks and noted she felt money could be better spent on more  
586 vital items.

587 Supervisor McIntyre asked Mr. Hall how much it cost to pressure wash the sidewalks. Mr. Hall noted  
588 that the \$7,500 pressure washing line item was for cleaning the buildings. Supervisors and staff noted that the  
589 money for pressure washing the sidewalks comes from the pavers, streets and sidewalk repairs line.

590 Ms. Thibault next discussed Facilities Maintenance, noting that they should leave it as is, as the FY 2023  
591 actuals were very close to budgeted when you remove the added \$25,000 contingency that she had added.

592 Ms. Thibault next moved to the last slide of her presentation, where she noted she would be seeking  
593 Board direction on several items, including increasing District Counsel and District Engineer by \$5,000 each  
594 based on past spending. She suggested increasing the Fund Balance for the Weir Project by \$15,701 so that they  
595 would be at \$321,917; increase Utilities by \$71,299 for a total increase of \$97,000.

596 Ms. Thibault then discussed the areas where they can decrease, including Security Operations by \$5,000  
597 for overtime with Allied and \$5,000 for off-duty policing; decrease Field Office Administrative by \$10,000;  
598 decrease Landscape Maintenance by \$37,000, which includes no palm tree pruning; decrease Outside Facilities  
599 Maintenance by \$15,000; and decrease Paver and Street Maintenance by \$25,000, so that the total decrease  
600 equals the total increase. She said that they were still not at the \$360,000 for the Weir project, so they still need  
601 to increase by \$38,083, and that they do not need to do the mulch, so they need an additional \$38,000 to isolate,  
602 which she said could possibly come from the Operating Reserve if they reduced it from three to two months,  
603 which would make the last few months very tight. Or they could take the \$12,000 from OLM and forgo plant  
604 replacement. She advised the Board they need \$38,000 and asked where they thought it should come from.

605 Supervisor Acoff noted that using the OLM money brings the total needed down to \$26,000. Supervisor  
606 McIntyre advised that Mr. Hall had previously purchased a number of pavers, which could save the District  
607 more money. Supervisors Fontcha and Castillo suggested possibly cutting the pavers line item further, as last

608 year they spent less money there. Ms. Thibault advised that in FY 2023 they were at \$42,000. Chairman Castillo  
609 asked Mr. Hall if he would be ok if they reduced the pavers, streets, and sidewalk repairs line item to \$55,000,  
610 keeping in mind it also includes pressure washing. Supervisor McIntyre asked Mr. Hall how much he spent on  
611 pavers inventory last year. Mr. Hall said he spent just under \$15,000.

612 Ms. Thibault summarized that the Board wants to reduce the paver budget to \$55,000 from \$85,000,  
613 bringing an additional savings of \$30,000, so they are there. She said that in March they would go through this  
614 process again. Supervisor McIntyre asked if they are removing OLM; Ms. Thibault confirmed that they are.

615 An audience member asked if they decreased the Rover from 12 hours to 8 hours. Supervisors said that  
616 wanted to see how much savings that would yield before making that decision. Chairman Castillo said that most  
617 people want to add security rather than reduce it. Supervisor Acoff added that any changes there should not be  
618 considered until after Christmas. Mr. Krause suggested if they do consider changing security hours, that they do  
619 so in a closed session.

620 Ms. Thibault said that in addition to her recommendations, they will remove OLM and add that \$12,000  
621 to the Weir project, and decrease pavers further to a total of \$55,000, which impacted the budget by an additional  
622 \$30,000.

623 Ms. Thibault said she had one other item to address. An Audience member asked how the paver repairs  
624 get approved. He asked if they go to the Board or if Mr. Hall makes the decision. Chairman Castillo said Mr.  
625 Hall typically approves the repairs. The audience member suggested reviewing the management of the expenses  
626 to bring them to the decision makers. Chairman Castillo agreed that they need to get to a point where they follow  
627 a method that is sustainable for the long term. Supervisor McIntyre said they had previously discussed one of  
628 the biggest issues being at the Cross Creek entrance at Cory Lake Drive. Ms. Thibault advised staff will do some  
629 research as to best methodologies and bring something back to the Board by January.

630 Supervisor Acoff said that they need to get ahead of the rainy season, so they need a plan by  
631 February/March, or they will have a swamp. Ms. Thibault advised they cannot spend any money this year, so  
632 the goal this year for the paver street repair is to come up with a plan. Supervisor Acoff asked if the Reserve  
633 Study could be moved to the fourth quarter of FY 2024; Ms. Thibault advised they could push it back to after  
634 mid-year. She also recommended stopping all spending unless absolutely necessary.

635 An audience member asked about a revenue stream from the community; Ms. Thibault advised that was  
636 from assessments. Ms. Thibault also advised there are additional minimal amounts of revenue, and that she is  
637 putting the District's money into higher interest earning accounts, where they will earn up to 5% from the current  
638 1%. Supervisor Acoff asked whether the \$28,000 was factored into the budget discussion. Ms. Thibault said it  
639 had not, and with that and other deposits, she is hoping by mid-year that they can put back some of what they  
640 removed. She said that her focus is on the residents' experiences and on what they see.

641 An audience member asked if the District has any legal recourse with the prior management firm. Mr.  
642 Babbar advised it depends on if there were any damages to the District. He said that the District could spend  
643 more money trying to get reimbursement for something that they may not be able to collect on. The audience  
644 member asked if they pursued recourse, and Mr. Babbar advised that they were waiting for this presentation and  
645 Board direction. He added that the District had been audited every year, and the District has not received any  
646 default notices from the bank that provided the loan. Ms. Thibault advised that they are moving the money to  
647 where it should be.

648 Supervisor McIntyre suggested another opportunity for potential savings is insurance, given that the  
649 District replaced the roofs of the Guard Houses and the Amenity Center, and that that should be explored. Ms.  
650 Thibault asked Mr. Krause to look into that. Supervisor McIntyre added that Ms. Green can procure sponsorships  
651 for community events as another way to save money.

652 An audience member mentioned District credit cards and looking into rebate options. Ms. Thibault  
653 advised that currently the District uses debit cards, but could look into rebate cards.



654 **C. Additional Information**

655 Ms. Thibault next discussed committees. Supervisor McIntyre asked if this could be discussed at the  
656 next meeting given the current time. Ms. Thibault said that she is bringing it up for discussion now because a  
657 decision by the Board has a financial impact. She said the financial impact is that the “District’s Public Officials  
658 Liability Policy does provide coverage for those individuals officially appointed by the Board, including  
659 members of commissions and committees that fall under the CDD’s government. However, it is critical to note  
660 that committee members may face personal liability should their actions stray beyond the confines of their  
661 designated role or of the committee’s defined purposes.”

662 She said “they have had several claims in the last few years of residents filing claims and criminal  
663 charges in some cases against committee members. She added that in almost all of those cases, the District found  
664 that the committee member had deviated from the course and scope of their duties as a member of the committee,  
665 and the resident had to pay to retain their own legal counsel. As he had mentioned, the use of resident committees  
666 would increase the CDD’s overall risk profile which would lead to higher premiums and potentially higher  
667 liability deductibles.”

668 She said that right now the deductible zero and that the insurance agent is putting the district on notice  
669 that “it could increase your liability, thus it is crucial to weigh the benefits of committee formation against the  
670 potential financial implications.”

671 Ms. Thibault said that as this is a budget meeting, she needed to put this information on the record as  
672 far as committees, noting this is the opinion of the District’s insurance agent. She added that at the last meeting,  
673 District Counsel advised the Board on the record two times that he did not advance committees for the District.  
674 She said that neither the District’s Insurance Agent nor District Counsel recommend committees. She advised  
675 the Board that if they are forming committees, then the need to physically appoint those people and monitor  
676 them. She said that even taking these steps does not reduce their risk.

677 Supervisor McIntyre asked for facts on what the cost to the district could be. Ms. Thibault advised she  
678 was not provided them. Ms. Thibault added that they cannot increase their budget at this point, and that  
679 proceeding with committees would be going against the advice of District Counsel. Ms. Thibault asked the Board  
680 if they wanted to go against the advice of their District Counsel and did they want to face any financial  
681 implications as have been mentioned. She added that the decision could be pushed to the next meeting.

682 Chairman Castillo made a motion to dissolve all committees if they are going to have a financial impact  
683 on the District; Supervisor Acoff added, “until further notice.”

684 On a MOTION by Mr. Castillo, SECONDED by Mr. Fontcha, WITH ALL IN FAVOR, the Board approved  
685 **Dissolving all Committees Until Further Notice**, for the Cory Lakes Community Development District.

686 Chairman Castillo noted that there have been many committees in the community that have done an  
687 amazing job, including the LAF committee. He asked Ms. Thibault for her recommendations moving forward  
688 for interested residents who want to stay involved and provide feedback to the Board. She said they can be an  
689 interested group to the Board and can provide comments and updates to the Board during audience comments.  
690 That way they do not become an extended arm of the District. She said when the Board adds their minutes and  
691 motions to its agenda, that makes them an extended arm of the Board. She addressed the audience and stated  
692 that we value all that they have done and hope they continue to stay involved, but just form themselves  
693 differently, as an interested group, and that they still present at the meetings, only during audience comments  
694 versus a formal presentation.

695 Mr. Krause noted that they do not need to have a quorum or take minutes. Mr. Babbar added that they  
696 can still pass out documents, notes, recommendations to the Board; they just will no longer have an agenda item.  
697 Supervisor Fontcha added that the Board will have no authority over them as well. Ms. Thibault advised they  
698 are residents getting together as a group to make an audience comment for Board consideration.

699 Ms. Thibault noted there would be a Budget Amendment on the November Agenda. Ms. Thibault then  
700 asked for Board action on several items:

701 On a MOTION by Mr. Fontcha, SECONDED by Mr. Acoff, WITH ALL IN FAVOR, the Board approved  
702 **Terminating the Contract with OLM**, for the Cory Lakes Community Development District.

703  
704 On a MOTION by Ms. McIntyre, SECONDED by Ms. Belyea, WITH ALL IN FAVOR, the Board approved  
705 **Renegotiating the Current Contract with LMP to Address the Performance Pay by OLM**, for the Cory  
706 Lakes Community Development District.

707 Supervisor Acoff asked about TECO and noted that was a recommendation. Supervisor McIntyre asked  
708 Ms. Thibault when they would receive the updated FY 2024 Budget. Ms. Thibault advised it would be presented  
709 at the November meeting.

710 **SEVENTH ORDER OF BUSINESS – Audience Comments - New Business**

711 Ms. Thibault said that concluded her business and asked if there were any comments from the audience.  
712 An audience member asked about negotiating District Management fees in favor of increasing them due to Ms.  
713 Thibault’s great work. Ms. Thibault reiterated that we would go through this process again in March to make  
714 sure the District is on the road to fiscal sustainability.

715 Supervisor McIntyre said she thought there was a lot of misunderstanding of what is going on with the  
716 budget in the community and suggested the Board put together an email to be sent to residents explaining the  
717 budget situation. Ms. Thibault said she wanted to have the budget presentation that was presented tonight posted  
718 to the CDD website, and that if people had questions, they can reach out to her directly.

719 An audience member said he thought a single message from the Board as suggested by Supervisor  
720 McIntyre was a good idea. Ms. Thibault said they could put together a short message. She also noted that she  
721 was moved emotionally by the residents as they focused on the objective and thanked them for pushing the  
722 District forward.

723 Chairman Castillo asked Ms. Thibault when she would like the individual statements from the  
724 Supervisors; she advised if they could each send a short paragraph by the end of week, and then she could review  
725 and work it into something to be sent out.

726 Mr. Hall asked the Board when they want to turn the holiday lighting on. Chairman Castillo said  
727 November 10<sup>th</sup> through the 15<sup>th</sup>. Several conversations ensued, but consensus was to leave the lights on starting  
728 November 10<sup>th</sup>.

729 **EIGHTH ORDER OF BUSINESS – Supervisors Requests**

730 Supervisor McIntyre noted that the Board worked together, and that the community comes together  
731 when others are in need. She added that social bullying needs to stop, and everyone agreed.

732 **NINTH ORDER OF BUSINESS – Adjournment**

733 Mr. Krause asked for final questions, comments, or corrections before requesting a motion to adjourn  
734 the meeting. There being none, Mr. Acoff made a motion to adjourn the meeting.

735 On a MOTION by Mr. Acoff, SECONDED by Mr. Fontcha, WITH ALL IN FAVOR, the Board adjourned **the**  
736 **Special Budget Meeting at 8:57 p.m.** for the Cory Lakes Community Development District.

737 *\*Each person who decides to appeal any decision made by the Board with respect to any matter considered at*  
738 *the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made,*  
739 *including the testimony and evidence upon which such appeal is to be based.*

740 Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed  
741 meeting held on \_\_\_\_\_.

742

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

743 \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

744 Title:  Secretary  Assistant Secretary

Title:  Chairman  Vice Chairman

745

# **Cory Lakes**

**Community Development District**

# **EXHIBIT**

# **17**

**AGENDA**

1 **SUMMARY OF MOTIONS MINUTES OF**

2 **11/16/23 REGULAR MEETING**

3 **CORY LAKES COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Cory Lakes Community Development  
5 District was held Thursday, November 16, 2023 at 6:00 p.m. at Cory Lakes Beach Club, 10441 Cory  
6 Lake Drive, Tampa, Florida 33647. The public was able to listen and/or participate in person as well as  
7 via ZOOM, at

8 <https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09>,

9 Meeting ID: 837 3143 1918, Passcode: 123456, or telephonically at +1-305-224-1968, Meeting ID: 837  
10 3143 1918, Passcode: 123456.

11 **FIRST ORDER OF BUSINESS – Call to Order/Roll Call/Pledge of Allegiance**

12 Vice Chair Belyea called the meeting to order at 6:16 p.m., conducted roll call, then led everyone  
13 in reciting the Pledge of Allegiance.

14 Present and constituting a quorum were:

15 Ann Belyea	Board Supervisor, Vice Chairman
16 Ronald Acoff	Board Supervisor, Assistant Secretary
17 Rene Fontcha	Board Supervisor, Assistant Secretary
18 Cynthia McIntyre	Board Supervisor, Assistant Secretary

19 Also present were:

20 Larry Krause	District Manager, BREEZE
21 Patricia Thibault (Via Zoom)	District Manager, BREEZE
22 John Hall	Facilities Manager, CLI
23 Dominique Green	Office Administrator, CLI
24 Steve Small	Account Manager, LMP
25 Bob Burbank	General Manager, Allied Universal
26 Joe Lo Bianco	Senior Regional VP, Allied Universal
27 Kemuel Henderson	Client Manager, Allied Universal

28  
29 On a MOTION by Ms. Belyea, SECONDED by Mr. Fontcha, WITH ALL IN FAVOR, the Board accepted  
30 **Resolution 2024-01, Amending the Fiscal Year 2023-2024 Budget**, for the Cory Lakes Community  
31 Development District.

32  
33 On a MOTION by Ms. Belyea, SECONDED by Ms. McIntyre, WITH ALL IN FAVOR, the Board  
34 approved **A 5% Pay Increase for Mr. Hall and Ms. Green**, for the Cory Lakes Community Development  
35 District.

36  
37 On a MOTION by Ms. Belyea, SECONDED by Mr. Fontcha, WITH ALL IN FAVOR, the Board accepted  
38 **The September 2023 Unaudited Financial Statement**, for the Cory Lakes Community Development  
39 District.

40  
*Disclaimer: Readers should be aware that these summary minutes are intended to provide highlights of topic discussions and items being considered.*

41 On a MOTION by Ms. Belyea, SECONDED by Ms. McIntyre, WITH ALL IN FAVOR, the Board  
42 authorized **Staff To Proceed With Issuing a Request for Proposals (RFP) for Audit Services**, for the  
43 Cory Lakes Community Development District.

44

45 On a MOTION by Ms. McIntyre, SECONDED by Mr. Acoff, WITH ALL IN FAVOR, the Board ratified  
46 **Anthony's Tampa Bay Pressure Washing Contract**, for the Cory Lakes Community Development  
47 District.

48

49 On a MOTION by Ms. Belyea, SECONDED by Mr. Fontcha, WITH ALL IN FAVOR, the Board approved  
50 **The Summary of Motions for the October 19, 2023, Regular Board Meeting**, for the Cory Lakes  
51 Community Development District.

52

53 On a MOTION by Ms. McIntyre, SECONDED by Mr. Acoff, WITH ALL IN FAVOR, the Board approved  
54 **The Minutes for the October 19, 2023, Regular Board Meeting**, for the Cory Lakes Community  
55 Development District.

56

57 On a MOTION by Ms. Belyea, SECONDED by Mr. Acoff, WITH ALL IN FAVOR, the Board adjourned  
58 **the Regular Meeting at 8:07 p.m.** for the Cory Lakes Community Development District.

59

60

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

61  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

62 **Title:**    **Secretary**    **Assistant Secretary**

**Title:**    **Chairman**    **Vice Chairman**

63

# **Cory Lakes**

**Community Development District**

# **EXHIBIT**

# **18**

**AGENDA**

1 **MINUTES OF 11/16/23 REGULAR MEETING**  
2 **CORY LAKES COMMUNITY DEVELOPMENT DISTRICT**  
3

4 The Regular Meeting of the Board of Supervisors of the Cory Lakes Community Development District  
5 was held Thursday, November 16, 2023 at 6:00 p.m. at Cory Lakes Beach Club, 10441 Cory Lake Drive,  
6 Tampa, Florida 33647. The public was able to listen and/or participate in person as well as via ZOOM, at  
7 <https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09>,

8 Meeting ID: 837 3143 1918, Passcode: 123456, or telephonically at +1-305-224-1968, Meeting ID: 837 3143  
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16 Rene Fontcha	Board Supervisor, Assistant Secretary
17 Cynthia McIntyre	Board Supervisor, Assistant Secretary

18 Also present were:

19 Larry Krause	District Manager, BREEZE
20 Patricia Thibault (Via Zoom)	District Manager, BREEZE
21 John Hall	Facilities Manager, CLI
22 Dominique Green	Office Administrator, CLI
23 Steve Small	Account Manager, LMP
24 Bob Burbank	General Manager, Allied Universal
25 Joe Lo Bianco	Senior Regional VP, Allied Universal
26 Kemuel Henderson	Client Manager, Allied Universal

27  
28 *The following is a summary of the discussions and actions taken at the November 16, 2023 Cory Lakes CDD*  
29 *Board of Supervisors Regular Meeting.*

30 **SECOND ORDER OF BUSINESS – Exhibit 1 - Discussion on E-Blasts and Social Media Posting**

31 Mr. Krause advised that this item was on the agenda in case any Supervisors had any questions and to  
32 serve as an additional reminder, on the record, that District Counsel recommends that Supervisors refrain from  
33 posting to Social Media for any potential liability, both for the Supervisor and the District.

34 Vice Chair Belyea stated that the Board recently received an additional email from Mr. Babbar.

35 **THIRD ORDER OF BUSINESS – Chairman’s Opening Comments**

36 There being none, the next item followed.

37 **FOURTH ORDER OF BUSINESS – Other Supervisors’ Opening Comments**

38 Vice Chair Belyea welcomed everyone to the meeting and thanked them for attending.

39 Supervisor Acoff noted the productive Budget meeting held earlier in the month where a financial plan  
40 was laid out. He said they now need to allow the plan time and patience to manifest itself over the coming days,  
41 weeks, and months and asked for everyone’s support.

42 Supervisor McIntyre read a prepared statement condemning cyber bullying and harassment directed  
43 toward her and her supporters. She read an excerpt from an email District Counsel sent to Supervisors earlier  
44 that day referencing this topic and free speech.



45 Supervisor Fontcha thanked everyone for attending and said he looked forward to a good meeting.

46 **FIFTH ORDER OF BUSINESS – Audience Comments**

47 Vice Chair Belyea opened Audience Comments with speakers physically present, and then those  
48 participating virtually; Several members of the audience addressed the Board:

49 Mahmoud Siddique asked the Board about the CDD sponsoring events and how to have an event be  
50 sponsored by the CDD. Supervisors advised that this year’s events schedule is complete and suggested he could  
51 make a request by bringing his event to the Board through staff, e.g., Ms. Green, for consideration for approval.  
52 Supervisors advised that a CDD event is paid for and managed by the CDD, not another group. Supervisor Acoff  
53 advised Mr. Siddique to visit Ms. Green at the CDD office and complete the event request form.

54 Jim Carrol on ZOOM said he understood that the City of Tampa owns the streets in the CDD and asked  
55 why the CDD is paying for the electricity for the streetlighting. Vice Chair Belyea said they would address that.

56 Mr. Krause asked if there was anyone else on ZOOM who wanted to address any items on the agenda.  
57 Hearing none, Public Comments was closed.

58 **SIXTH ORDER OF BUSINESS – Financial Items**

59 **A. Consideration and Adoption of Resolution 2024-01, Amending the FY 2024 Budget**

60 Vice Chair Belyea recalled the Special Budget Meeting held earlier in the month. Ms. Thibault walked  
61 the Board through the adjustments to the budget for this agenda item, starting with the REVENUE section. She  
62 noted a transfer of cash from the closed Debt Service Account in the amount of \$28,556, as well as an increase  
63 in the interest amount over FY 2023 based on her moving the funds to higher interest yielding accounts. She  
64 added that there was no increase in assessments or any kind of Special Assessment for residents, but it does  
65 include an increase in that budget amount for the transfer in the funds and for the increase in the overall interest  
66 calculations.

67 Ms. Thibault next addressed Administrative Expenditures, where they had discussed increasing both  
68 legal and engineering expenditures by \$5,000 each (to \$15,000 each) and increasing Utilities by \$67,298. For  
69 Security Operations, she moved the Rover to its own line item and decreased the overall Security Staffing  
70 amount for that and any overtime. She said the \$347,923 is the overall contract amount that was presented in the  
71 Budget at the last meeting. She also decreased the overall off-duty policing by \$5,000 as previously discussed,  
72 so that the overall decrease is at \$32,314.

73 For the Field Office Administrative category, Ms. Thibault noted that there is an assistant to the Field  
74 Manager whose salary was housed in the Field Manager category, so she moved that position to its own category  
75 for better transparency as to personnel, creating a decrease in the former and increase in the latter line items. She  
76 also decreased Beach Club Gym Supplies and Community Events. She added that the line items for the Field  
77 Manager and the Office Administrator do include anywhere from a 3%-5% increase, but that staff has not  
78 received direction from the Board to apply those increases. Ms. Thibault asked that after the resolution is  
79 adopted, the Board provide direction on whether to increase the salaries of the Field Manager and Office  
80 Administrator.

81 Ms. Thibault next addressed the Landscaping Maintenance Contract, where she moved the mulch to its  
82 own category as it is not related to the contract, but rather is a separate event that happens outside of the contract,  
83 so the \$343,885 is the contracted expenditures. She noted an increase in the mulch, and that the anticipated  
84 savings in mulch was to be more, but as of this meeting the Board had not received a landscaping proposal for  
85 removing the old mulch, so she impacted the mulch line item by \$50,000.

86 Ms. Thibault recalled that at the last meeting the Board voted to cancel OLM’s contract, which has a  
87 30-day out clause. She also decreased plant replacement by \$10,000 and decreased tree removal/replacement by  
88 \$15,000 for a total decrease in this category of \$47,115.

89 For Facilities Maintenance, there is an overall decrease in Outside Facilities Maintenance by \$15,185,  
90 and an additional decrease of \$55,000 in the Pavers and Street Repair category, with everything else staying the  
91 same. Ms. Thibault said they increased the fund balances and the Weir project balances; she said that at the end  
92 of the budget amendment it shows the fund balance uses, non-spendable amounts, and then the Assigned  
93 Operating Capital in the amount of \$569,246, as well as the \$360,000 for the loan. She then asked Supervisors  
94 for any questions or comments.

95 Supervisor McIntyre asked for confirmation that the number of hours for the Rover did not decrease  
96 from the current 12 hours a day. Ms. Thibault advised that was correct. Supervisor Acoff added that everything  
97 they had discussed has been covered, and that they were able to get the \$360,000 back for Capital Improvements.  
98 Supervisor McIntyre also confirmed that the \$360,000 was now in a separate account.

99 Vice Chair Belyea made a motion to approve Resolution 2024-01.

100 On a MOTION by Ms. Belyea, SECONDED by Mr. Fontcha, WITH ALL IN FAVOR, the Board accepted  
101 **Resolution 2024-01, Amending the Fiscal Year 2023-2024 Budget**, for the Cory Lakes Community  
102 Development District.

103 **D. Consideration and Approval for Staff Payroll Increases and Holiday Bonuses**

104 *This item was addressed out of order.*

105 Ms. Thibault asked about the salaries for Mr. Hall and Ms. Green and whether the Board wanted to  
106 advance a raise to them. She noted there is money in the budget for a raise between 3%-5% and opened the  
107 floor to discussion.

108 Supervisor Acoff said he was in favor of it, with all the work and extra effort Mr. Hall provides the  
109 District, and said he felt giving them the raise was the right thing to do. Ms. Thibault asked if Supervisors were  
110 recommending a specific percentage increase between 3% and 5%. Supervisor McIntyre said she recommended  
111 giving Mr. Hall a 5% increase based on the additional work he did above and beyond his job description.

112 Vice Chair Belyea stated that with inflation, she made a motion for a 5% increase for both of the CDD's  
113 facilities staff.

114 On a MOTION by Ms. Belyea, SECONDED by Ms. McIntyre, WITH ALL IN FAVOR, the Board approved A  
115 **5% Pay Increase for Mr. Hall and Ms. Green**, for the Cory Lakes Community Development District.

116 Supervisor McIntyre asked what they normally do for Holiday Bonuses. Supervisor Acoff said he didn't  
117 think they'd have one this year, but that they do get raises. Mr. Krause asked Ms. Thibault when the raises would  
118 go into effect. Ms. Thibault advised that staff may be able to make it effective for the last pay period in  
119 November.

120 **B. Acceptance of the September 2023 Unaudited Financial Statement**

121 Supervisor McIntyre asked Mr. Krause to number the pages of the Financial Statements. Supervisor  
122 Acoff asked about the Contingency and noted he saw a double payment in the Communications that should be  
123 cleared out. He pointed out an increase in car repair payments and noted that the District purchased a new vehicle,  
124 and asked staff about the increase in expense there. Mr. Hall noted there were some repairs to one of the carts  
125 and the truck needed some suspension work. Supervisor McIntyre asked about the age of the truck and Mr. Hall  
126 noted that it is outside of the warranty period, having been purchased in 2018.

127 Supervisor Acoff asked if the District has a contract for a cleaning service or if it is pay as you go. Mr.  
128 Hall advised that there is a contract. Supervisor Acoff noted that the line item is \$2,500 over, which is why he  
129 asked if there was a contract. He noted that unless there is a special event, that line should not be over. He also  
130 noted that as the District is under a restrictive budget, they need to be aware of smaller budgetary overages that  
131 can add up. Mr. Hall mentioned he thought they changed services mid-year that cost incrementally more.

132 Supervisor McIntyre asked who made that decision. Mr. Hall said he thought Mr. Adams and Ms. Schewe made  
133 that decision.

134 Supervisor McIntyre noted there was previous discussion about replacing the gates, and for Mr. Hall to  
135 note to bring it up once the District is more financially sound, maybe next year.

136 Vice Chair Belyea made a motion to accept the Unaudited September 2023 Financial Statement.  
137 Supervisor Acoff asked Ms. Thibault about a balance of \$116,000, but that there were bills yet to be paid, and  
138 asked what kind of impact that would have. Ms. Thibault advised that she anticipated about \$25,000 in additional  
139 expenditures. She advised that she could bring a simplified recap in December of where the District ended up.

140 On a MOTION by Ms. Belyea, SECONDED by Mr. Fontcha, WITH ALL IN FAVOR, the Board accepted **The**  
141 **September 2023 Unaudited Financial Statement**, for the Cory Lakes Community Development District.

142 **C. Consideration and Authorization to Proceed with Request For Proposals (RFP) for Audit**  
143 **Services**

144 On a MOTION by Ms. Belyea, SECONDED by Ms. McIntyre, WITH ALL IN FAVOR, the Board authorized  
145 **Staff To Proceed With Issuing a Request for Proposals (RFP) for Audit Services**, for the Cory Lakes  
146 Community Development District.

147 **D. Consideration and Approval for Staff Payroll Increases and Holiday Bonuses**

148 This item was previously addressed under Item A, above.

149 **SEVENTH ORDER OF BUSINESS – Vendor Updates**

150 **A. Envera**

151 There being none, the next item followed.

152 **B. Landscape Maintenance Professionals (LMP)**

153 Steve Small, Account Manager from LMP, addressed the Board. He advised that they put new flowers  
154 in and finished most of the palm trees. He added that he had some mulch proposals for Mr. Hall for the clubhouse,  
155 and that he plans to get to the other areas in the next week. Supervisor McIntyre said they were waiting for Mr.  
156 Small to advise the Board on the cost of moving the mulch around. Mr. Small said they discussed it last week  
157 and that he provided a proposal for the clubhouse currently and was working on providing proposals to the Board  
158 next week. Supervisor Fontcha asked Mr. Small if he identified areas where there is excess mulch. Mr. Small  
159 identified a few areas, including Morris Bridge and Barbados and some of the islands as the worst areas.

160 Supervisor Acoff asked Mr. Small if there were areas where they might need assistance to prepare for  
161 the holidays ad longer-term, and if there were any cost-cutting measures he could come up with for things they  
162 might not need this year. Mr. Small said there was nothing he could come up with right now, and asked if the  
163 Board had decreased plants and trees, and Supervisors confirmed they had. Supervisor Acoff said that was just  
164 for right now, and that they would go back and review where they are later in the cycle.

165 **C. Allied Universal**

166 Bob Burbank and Joe Lo Bianco from Allied said they sent information regarding their proposal and  
167 were there to answer any questions the Board might have. Mr. Hall said he handed out the information to the  
168 Board from Allied, and Mr. Krause launched the PowerPoint (PPT) presentation brought by Allied (*documents*  
169 *were provided by Allied too late to be included in the agenda packet*). As Mr. Krause loaded the PPT, Supervisor  
170 Acoff stated that that they recently had a conversation about raising the rates to get better retention and service,  
171 but that they have not gone a full cycle and now Allied is asking for another raise without having received a  
172 good evaluation of where they are and were. Supervisor Acoff expressed his concern that he currently does not  
173 have the information from Allied to advise residents of what the value proposition is for any increases.

174 Allied said they don't sell a product, but a service provided by people. They discussed the ERI Salary  
175 Assessor from the Economic Research Institute and noted a significant change in the Tampa market after  
176 COVID. They reviewed the economic research for this market for a Security Guard and advised they try and  
177 target the 50% percentile (mean) to the 75% percentile, and that their current wages are lower and closer to their  
178 billing wages for the District. He said the return is that they can hire security guards that have more experience  
179 In security with the higher wage, and that currently the District is getting people with less experience that they  
180 are having to train, which helps explain some of the turnover.

181 Supervisor Acoff said that last round of raises was supposed to address the turnover issue and asked  
182 Allied how effective they were is actually targeting those raises. Allied said that last year they were at \$13 an  
183 hour, which is not on the list of wages presented. He added that wages in the Tampa area in the past few years  
184 have nearly doubled, and that they are slowing bringing their legacy accounts, like Cory Lakes, up in pay scale  
185 to \$15 an hour, which is still barely on the list. Allied also stated that Florida minimum wage is increasing. They  
186 added that they do drug tests, background checks, training, licensing, and fingerprinting at a cost as well. They  
187 said that as wages increase, they can be more selective with their hiring candidates.

188 Supervisor Acoff said that the information provided is looking back and asked Allied to provide more  
189 of a "windshield experience" for the Board so that they can budget correctly moving forward. Allied said that  
190 are trying to strike a balance between raising their pay rates and not raising the client fees too drastically.

191 Supervisor Acoff agreed and said that the District is looking to work with the company to get them their  
192 wage increase while not breaking the community, but they need more information and projections to enhance  
193 the proposals. He said that with better information, they can be more proactive and receptive to planning. Allied  
194 said a proposal was submitted months ago; Supervisors Acoff and McIntyre said that it came with no background  
195 information. Supervisor Acoff asked Allied when the rate hikes would go into effect; Allied advised in January  
196 of 2024.

197 Supervisor Acoff where they could save some money; Allied advised through the use of technology.  
198 They said that shifts could be reduced and tech that the District has or could get could supplement it. They added  
199 that over the next three years, hourly rates will go up a dollar an hour. Allied asked that if there is a situation  
200 where there are two guards on shift, can the District reduce to one. They broached the possibility of automating  
201 one of the gates, and also asked if there was some overlap between Allied and Envera at the gates that could be  
202 considered.

203 Supervisor Acoff asked Allied if they could provide alternatives that show how the District could save  
204 money. Allied suggested they could bring several cost-saving options back to the Board for consideration. Vice  
205 Chair Belyea summarized that they would table the rest of the discussion and that Allied would bring some  
206 updated proposals to the December meeting.

207 **EIGHTH ORDER OF BUSINESS – Staff Update**

208 **A. Office Administrator – Dominique Green**

209 Ms. Green said that they are continuing regular business in the office and that they are planning an end-  
210 of-year event. She added that they held the Veterans Day event and that she appreciated everyone who attended  
211 and thanked Veterans for serving our country.

212 Ms. Green noted that the next event to take place would be the Fall Festival, scheduled to occur that  
213 Saturday from 11 a.m. – 2 p.m., followed by the end-of-the-year Boat Parade and Christmas events.

214 Supervisor Acoff asked Mr. Hall if there would be any ponding or flooding issues at the Fall Festival  
215 based on the amount of rainfall received in the community. Mr. Hall stated the waters should be gone by then.

216 Ms. Green next advised staff was working on cutting expenses, which included Ms. Green working to  
217 procure event sponsors, which she actively pursued and made connections with. Ms. Green also advised that  
218 they did have one sponsor for the event as well as food truck vendors participating and the major vendor who

219 does the setup. The Fall Festival was extended by an hour, which did cause an increase in cost over the budgeted  
220 amount.

221 Supervisor McIntyre mentioned that they understood there would be no additional cost to extend the  
222 Fall Festival. Ms. Green said that the managing vendor had to pay his staff for their additional time. Ms. Green  
223 said that the event was reduced to two hours to save money and so then cost \$3,900. When they added the extra  
224 time, it increased to \$4,900, but Ms. Green said that was only \$400 over the original budgeted amount of \$4,500,  
225 and said a \$500 sponsorship should offset that additional overage.

226 Ms. Green spoke of the Beach Club rentals and barcodes as additional income for the District. She  
227 advised that she updates the Facebook page and encouraged people to visit that site for updates. She spoke of  
228 new liability waiver forms and that they will be working with Envera to instate fingerprint access.

229 Supervisor McIntyre asked if everyone had to sign the liability waiver? Ms. Green advised if they want  
230 to use the clubhouse and amenities, as the form releases the district from any liability during private activities.  
231 Mr. Hall stated it is a rules hold harmless. Supervisor McIntyre said that it was not her understanding that  
232 everyone had to sign it. She added that District Counsel had stated the waiver was for anyone to sign who was  
233 going to engage in physical activity or pose some sort of risk or hazard to the individual or those around them.  
234 She continued to read from meeting minutes an exchange between Chairman Castillo and District Counsel where  
235 they discussed the circumstances/activities whereupon the liability waiver would be applicable.

236 Ms. Green advised that there are two forms; one for people who want to do activities in the Clubhouse.  
237 At this point several people started talking at once, and Supervisor Acoff entreated the Board to allow Ms. Green  
238 to finish. Mr. Hall advised that there is a rules hold harmless for the Clubhouse, just as there is for the pool and  
239 the gym. Mr. Hall added that in order to get a fingerprint for the Clubhouse, you would have to sign the liability.  
240 Mr. Hall added that when you sign a usage agreement, there is also a liability waiver that goes along with it,  
241 depending on the intended usage. Mr. Hall said that if you were going to do a dance, all members of the group  
242 that would be active with that activity would need to sign the liability waiver. Supervisor McIntyre confirmed  
243 with Mr. Hall and Ms. Green that there are two separate forms, and one is only used if there is to be physical  
244 activity.

245 Supervisor Fontcha asked about access to the Beach Club and if the form was part of the proposed  
246 process to turn off Beach Club access and then turn it back on for those who sign the form. Mr. Hall and Ms.  
247 Green confirmed. Supervisor Fontcha asked for an update on when that will occur. Mr. Hall said they tried to  
248 get it that week but that it did not work out. Mr. Hall said they might hold on it until after the Thanksgiving  
249 weekend. Ms. Green said they have been proactive and when people come in to fill out paperwork, she is giving  
250 it [the form] to them and keeping track of whom they give it to.

251 An audience member asked about the process and said that once the system is activated, every resident  
252 who will want to use the clubhouse will need to sign the form; Mr. Hall said staff will send out an email to the  
253 community explaining everything when it goes active, so that when someone tries to gain access and can't, they  
254 will know it is because they have not signed the form. He added that their goal is to make sure everyone  
255 understands what the expectations are when they are in the clubhouse for themselves and their guests, just as it  
256 is in the gym and the pool. Ms. Green said they are just removing the liability from the District. Mr. Hall added  
257 that this gives staff some leverage to remove resident privileges when they violate the rules to which they signed  
258 their names.

259 A homeowner asked what age this applies to. Ms. Green said she did not think the form specifies. Vice  
260 Chair Belyea opined that it might be 18. Ms. Green noted that 14-year-olds can get consent, but that their parents  
261 really need to be the ones to oversee them. Vice Chair Belyea said it says 18 on the form they approved.  
262 Supervisor McIntyre asked what the practice was in the past. Ms. Green advised that 14-year-olds have been  
263 granted access in the past, but she added that with the agreement that must be consented to, it would be at the  
264 discretion of their parents. Several people then proceeded to talk at once as to who decides on the age, and Vice  
265 Chair Belyea stated that the forms have already been approved.

266 Supervisor Acoff asked Mr. Krause to get with Ms. Thibault to add a line item showing the rental income  
267 as part of the Office Administration category in the budget. Supervisor McIntyre asked to add sponsors as well.

268 Ms. Green explained the new rental agreement for exclusive use that includes a cost for the two-hour  
269 exclusive rental. She said that there will no longer be usage agreements for two sets of people, and the rental  
270 agreement is for exclusive use as well. Ms. Green asked for confirmation that the only time people pay to use  
271 the clubhouse is for exclusive use; Vice Chair Belyea confirmed that is the case. Supervisor McIntyre asked Ms.  
272 Green to include on her list sponsors that she has spoken with, to reduce the duplication of effort on her part, as  
273 she also reaches out to people.

274 Mr. Krause asked if they could move Ms. Green's Office Administrator staff update to be part of the  
275 rest of the staffs' updates. The Board's consensus was to move it with the other staff reports, at the end of the  
276 agenda.

277 *This next item was addressed out of order.*

## 278 **XI. Staff Reports**

### 279 **A. Facilities Manager: John Hall**

280 Mr. Hall advised that Mr. Small covered some of what he intended to discuss, but he said that they are  
281 almost complete with the trees, and that he would tour the community with Mr. Small to assess the mulch  
282 situation and come up with a strategy for removal and supplementing other areas in need and provide a cost for  
283 that. He continued to say that Christmas lighting was on and that there are a few areas that need some attention.

284 *At this point in the meeting there was a delivery made to the front door.*

## 285 **IX. Business Items**

### 286 **A. UPDATE: Special Meeting between CLI POA & CDD, re: Community Covenants & Bylaws** 287 **- Setting a Meeting Date**

288 Mr. Krause explained that he put a chart together under Exhibit 6 identifying who was available and  
289 when for the proposed meeting. He advised that he needed to hear from District Counsel on his availability. He  
290 asked the Board for a primary and secondary date of preference to present to District Counsel, and then to present  
291 to the POA.

292 The Board selected January 15 as the primary date and January 8 as the alternative date and directed  
293 Mr. Krause to proceed accordingly.

294 *At this point in the meeting the Board went back to Mr. Hall to continue his staff report.*

295 Mr. Hall said he hoped to have the issues with the Christmas lights addressed by the next day. Supervisor  
296 McIntyre noted that last year every other tree was lit all the way to the Gurad House, but it appeared as though  
297 every tree was lit this year. Mr. Hall advised that was due to their request that they not light as much in the back  
298 and move more lights to the front. He noted that it does add a strain on the power, but not as much as the older  
299 style of lights they used to use did.

300 Mr. Hall noted that the lap lanes [for the pool] arrived the previous day, so he planned to install them  
301 the next day. He noted that the motor for the slide has a short and that there is a replacement on order that should  
302 be under warranty.

303 Supervisor Acoff asked Mr. Hall what he needed from them. Mr. Hall said he needed people to stop  
304 tearing stuff up, and that he could get so much more done if he didn't need to fix things like graffiti and other  
305 community damage. He expressed frustration at people tearing up the community and said that it has gotten  
306 progressively worse during his tenure in the community. He noted that they are entering the worst time of the  
307 year, historically, for damage to light posts, mailboxes, and to landscaping and irrigation.

308 Supervisor Fontcha said that communication is key and that they can continue to communicate and  
309 e-blast the community. Mr. Hall noted that the more e-blasts they send out, the lower the open rate becomes.  
310 Supervisor McIntyre asked what the open rate was. Staff advised it was about 60%, and that is when they are  
311 not sending out a lot of them. Mr. Hall advised that when they do send out a large number of e-blasts, the open  
312 rate drops to closer to 30%.

313 Supervisor Acoff said that will get better, and as they improve other things in the community, that  
314 number should also improve, because people will know that they are receiving useful information.

315 Mr. Hall noted that it is not the majority, but rather the minority that are causing the issues. He said the  
316 challenge is finding them, as it is the same group tagging over and over again. Supervisor McIntyre asked if  
317 anyone has come forward to report anything, and Mr. Hall advised they had not. Supervisor McIntyre also asked  
318 about replacing gas lines to the pool heaters and whether they got lost in the budget process. Mr. Hall advised  
319 they need to get someone out to do it. Supervisor McIntyre asked if there was money in the budget to replace  
320 the lines. Mr. Hall advised there was, theoretically, if they needed to make it happen.

321 Mr. Hall said that with the agreements, he feels the District is at a great point, but that there are some  
322 details that need to be addressed with the rentals, and that staff can put that together. Supervisor McIntyre asked  
323 for clarification on which agreements, and Mr. Hall noted that he meant the rental and Beach Club usage  
324 agreements. He said that his phone is ringing constantly with people either asking questions of what they can do  
325 or they are policing the actions of others. He said that if the rules and regulations and processes were a bit better  
326 defined, he could give that to the Rover and they would be able to address these issues, but right now it does not  
327 work that way.

328 Mr. Hall expressed concern that people will circumvent the exclusivity payment and just show up at the  
329 Beach Club to use it without paying for it on the weekends, when there is no staff there, and that there are no  
330 consequences for doing so. Supervisor McIntyre said it sounds like the Board needs to provide clearer guidelines.  
331 Mr. Hall said he wants to work with Ms. Green first and go over some addendums for agreements and more so  
332 procedures and then bring them back to the Board in December for their review. The goal is to provide  
333 information to staff and the Rover so that they know what to do.

334 Supervisor Acoff said Mr. Hall was looking for clear guidelines that could also be put out the  
335 community, and that they should also send out similar guidelines for the gym. Mr. Hall said that it would not be  
336 major, just fine-tuning things. Mr. Hall added that concerning the money, within the last six months that he has  
337 been monitoring, he and Ms. Green have deposited almost \$28,000 - \$22,000 in checks from mainly rentals,  
338 recovery of damages, and bar codes, and almost \$6,000 from the square, which is strictly rentals and barcodes.  
339 He said that the six months prior, the deposits totaled \$7,500 in checks and \$3,000 in square.

340 Mr. Hall said they are averaging almost \$3,000 a month in deposits, and noted all that money goes back  
341 into the budget.

342 Supervisor Fontcha asked about some long-time pending items, including powder coating for the  
343 playground. Mr. Hall noted that the District does not have a budget for that, and that it comes down to him being  
344 able to carve out the time to do it. Mr. Hall advised that every day his To Do list changes and noted that earlier  
345 in the day he had to deal with a car that was in the process of being repossessed and was blocking the exit for  
346 1.5 hours, and then he had to deal with a hit and run at the Cross Creek entrance that together took up half his  
347 day.

#### 348 **B. Ratification of Anthony's Tampa Bay Pressure Washing Contract**

349 Mr. Krause advised this item was approved months ago and that staff was seeking Board ratification on  
350 work that was already completed and paid for. Supervisor McIntyre asked why they need to ratify it and whether  
351 the Board was asked before the work was approved. Mr. Krause noted that was before his tenure with the  
352 District. Supervisor McIntyre said that the Board should have been notified prior to commencement of the work.  
353 Mr. Hall said that we are doing it the right way now.

354 On a MOTION by Ms. McIntyre, SECONDED by Mr. Acoff, WITH ALL IN FAVOR, the Board ratified  
355 **Anthony's Tampa Bay Pressure Washing Contract**, for the Cory Lakes Community Development District.

356 **C. Discussion: Changing District Rules to Policies**

357 This item was tabled until the next meeting that District Counsel attends. Supervisor McIntyre asked if Counsel  
358 would be attending the next meeting, and Mr. Krause said he was going to request that he would be.

359 **X. Approval of the Minutes**

360 **A. Board of Supervisors: October 19, 2023**

361 **1. Summary of Motions**

362 Mr. Krause asked if the Board wanted to continue to receive the Summary of Motions. They  
363 indicated that they would like to continue to receive them.

364 On a MOTION by Ms. Belyea, SECONDED by Mr. Fontcha, WITH ALL IN FAVOR, the Board approved **The**  
365 **Summary of Motions for the October 19, 2023, Regular Board Meeting**, for the Cory Lakes Community  
366 Development District.

367  
368 On a MOTION by Ms. McIntyre, SECONDED by Mr. Acoff, WITH ALL IN FAVOR, the Board approved **The**  
369 **Minutes for the October 19, 2023, Regular Board Meeting**, for the Cory Lakes Community Development  
370 District.

371 Supervisor Acoff requested that the date of the meeting be added to the title of the Meeting Minutes  
372 Document moving forward. Mr. Krause said he would do that.

373 **XI. Staff Reports**

374 **A. District Engineer: Johnson Engineering, Inc.**

375 There being none, the next item followed.

376 **B. Facilities Manager: John Hall**

377 *This item was addressed earlier in the meeting.*

378 Supervisor McIntyre asked about updates concerning the Action/Agenda or Completed Items under  
379 Approval of Minutes. Mr. Krause advised that he has been adding items to the existing list but has not gone back  
380 to track items on the list previous to his arrival. Supervisor McIntyre asked Mr. Hall to review those earlier items  
381 and update them. Mr. Krause recommended keeping completed items on the list for reference.

382 **C. District Counsel: Straley Robin Vericker, P.A.**

383 There being none, the next item followed.

384 **D. District Manager: BREEZE**

385 **1. FY 2023-2024 Meeting Schedule – UPDATED**

386 Mr. Krause advised that he created a new and updated ZOOM meeting link due to the technical  
387 issue at the last meeting, and that the ZOOM information is also at the top of each agenda as well  
388 as on the website. He advised this will not change unless some other technical issue come up

389 **2. Contract Boilerplate**

390 Vice Chair Belyea asked about the contract. Mr. Krause advised that this was approved at the last  
391 meeting, but staff had advised we would include it in this meeting agenda packet in order to put it on the record.  
392 He added that this would be used for any contracts that were for \$1,000 or more.



393 Supervisor Acoff asked that the document be cleaned up a bit pertaining to the vendor information. He  
394 also asked about the permit information. Mr. Hall said the contractor would pull them. He also asked about the  
395 45-day payment. Mr. Krause advised that is statutorily provided for, though we attempt to pay earlier.

396 Supervisor McIntyre asked about Coaches and whether they were considered to be vendors and if they  
397 would use this template. Mr. Krause advised that would be a question for District Counsel to address. Mr.  
398 Krause did say that usually a vendor provides a proposal and that that proposal becomes an exhibit in the  
399 contract.

### 400 **3. Insurance Update**

401 Mr. Krause noted that staff looked into volunteers and the new roofs. He stated that the insurance  
402 company advised there would be no discount in the District's rate because the policy was to replace the existing  
403 roof structure. Supervisor McIntyre asked if we could go out to bid for a lower rate. Mr. Krause said that we  
404 could if that was Board Direction, but that this is a niche industry with very few companies. Supervisor McIntyre  
405 said that they had directed Mr. Adams to do that back in January. Mr. Krause continued to say that the Florida  
406 League of Cities is not currently accepting new clients, there is Egis, their current carrier, and another company  
407 called Brown. Supervisor McIntyre asked the Board if they were in favor of staff looking for alternatives.  
408 Supervisor Acoff said he was in favor of saving money but asked about the size of the industry. Mr. Krause said  
409 that Egis is the largest carrier and has a number of clients in the Tampa area.

410 Supervisor McIntyre made a motion to direct the District Manager to contact additional insurance  
411 carriers to find a lower insurance rate. Supervisor Fontcha said that it could not hurt to look, but that given the  
412 size of the industry and his personal experience with replacing a roof, that he expected very little, if any, savings.  
413 Supervisor McIntyre noted that she saved \$4,000 personally by replacing her asphalt roof. The Motion failed  
414 for lack of a second.

415 Vice Chair Belyea referenced the volunteer safety information provided to the Supervisors from the  
416 Insurance Carrier; Supervisor Acoff noted it included an opinion on carpooling that advised against the District  
417 engaging in such activities. Discussion ensued pertaining to whether the Board should continue with such  
418 activities based on the opinion provided by insurance. Supervisor McIntyre brought up carpoolers parking on  
419 CDD property. Supervisors tabled this discussion until District Counsel could participate.

### 420 **4. Quorum Check for Next Meeting – December 21, 2023, at 6 p.m.**

421 Vice Chair Belyea asked if there would be quorum for the next meeting. All Supervisors indicated they  
422 would be present for the next meeting.

### 423 **XII. Audience Comments – New Business – (limited to 3 minutes per individual)**

424 Todd Apple addressed the Board. He said that were several retirees in the community who have time  
425 and can help paint the monuments and assist with other low-skill projects. Supervisors advised that we would  
426 need to check with District Counsel on liability and look into workers' comp insurance, and thanked him.

427 Rich Carpenter asked about the Fund Balance ending by the adopted budget was \$644,835, and the year  
428 to date actual is \$864,378, and he asked if that meant the Board spent well and that the District increased the  
429 Fund Balance from what they had planned, and what is the fund balance on the 2024 budget projected to be.  
430 Supervisor Acoff said that the amended budget shows a Fund Balance of \$952,400. Mr. Carpenter said that it  
431 looks like the Board did well last year. Supervisors cautioned that some of that money is encumbered.  
432 Supervisors stated that the District is not broke and that they made some modifications to the Budget. Supervisor  
433 Acoff advised that the District was also able to put back the \$360,000 for capital.

434 Mr. Carpenter asked again for the signs at the entrances to be updated. Supervisors noted that the  
435 messaging must be changed manually at the sign. Supervisor Fontcha asked if there was a module that could be  
436 updated, maybe next year, to allow for remote editing of the messages. Mr. Hall advised that maybe if the  
437 technology is not outdated. Mr. Hall responded to Supervisor McIntyre's next question that Ms. Schewe used to  
438 update the sign. Ms. Green added that she has reached out to Mr. Hall to see where she can assist. Supervisors

439 directed staff to have Ms. Green update the sign messaging. Mr. Hall said he had a safety concern with having  
440 to get out of your car at the entrance to update the messaging. Ms. Green said that she can walk, or Supervisors  
441 added she could take the truck up there.

442 Mr. Carpenter noted that the former LAF committee had asked Mr. Hall to work on the playgrounds, as  
443 they had looked bad. He said that Mr. Hall found a way to make repairs that look brand new, except for the  
444 graffiti now adorning them. Supervisors said they still want resident input, but that they are just not being called  
445 a committee now.

446 Mr. Carpenter discussed the approved 5% pay increase for staff and noted that it could partially serve  
447 as a bonus if applied retroactively to October, November, and December. He then addressed the Beach Club  
448 policy and noted that it granted facility access to all patrons 14 years and older and are required to execute a  
449 amenity facilities registration form, which they are now doing.

450 Mr. Carpenter suggested that twice a year the Board put out a message to the community recognizing  
451 all those who are supporting the community and asking others to support them.

452 **THIRTEENTH ORDER OF BUSINESS – Supervisors Requests**

453 There being none, the next item followed.

454 **FOURTEENTH ORDER OF BUSINESS – Adjournment**

455 Mr. Krause asked for final questions, comments, or corrections before requesting a motion to adjourn  
456 the meeting. There being none, Mr. Acoff made a motion to adjourn the meeting.

457 On a MOTION by Ms. Belyea, SECONDED by Mr. Acoff, WITH ALL IN FAVOR, the Board adjourned **the**  
458 **Regular Meeting at 8:07 p.m.** for the Cory Lakes Community Development District.

459 *\*Each person who decides to appeal any decision made by the Board with respect to any matter considered at*  
460 *the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made,*  
461 *including the testimony and evidence upon which such appeal is to be based.*

462 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**  
463 **meeting held on \_\_\_\_\_.**

464

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

465

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

466 **Title:**  **Secretary**  **Assistant Secretary**

**Title:**  **Chairman**  **Vice Chairman**

467

# **Cory Lakes**

**Community Development District**

# **EXHIBIT**

# **19**

**AGENDA**

**Cory Lakes Action Item List**

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	11.18.21	ACTION	Ms. Schewe: Forward newsletters to Admin to post on CDD website.	X			
2	02.17.22	ACTION	Ms. Schewe: E-blast residents every 10 days to join CDD Facebook page.	X			
3	06.16.22	ACTION	Ms. Schewe: Amend swim instructor contract and email to Ms. Agnew.			X	02.16.23
4	06.16.22	ACTION	Ms. Schewe: Contact POA Board, LAF and the Color Committee to set a meeting date to discuss CLI's color palate.			X	02.16.23
5	06.16.22	ACTION	Staff: Obtain COT's Emergency Plan for hurricanes.	X			
6	07.21.22	ACTION	Mr. Adams would prepare an addendum to the holiday lighting contract			X	02.16.23
7	07.21.22	ACTION	Mr. Hall: Write letter to Waste Management asking them to not damage the garbage cans.			X	02.16.23
8	09.15.22	ACTION	Staff: Procure plaque expressing appreciation to Mr. Forbes for his service to the community by the next meeting.			X	02.16.23
9	09.15.22	ACTION	Mr. Adams: Find out if Coach B's COI has been automatically updated.			X	02.16.23
10	09.15.22	ACTION	Ms. Belyea: Help Ms. Schewe/Mr. Hall revise Clubhouse Usage Agmt 11.17.22 Ms. Evans: Gather Board comments/edits to Agreement & email to Ms. Belyea for revision and presentation at next meeting.			X	02.16.23
11	09.15.22	ACTION	Mr. Adams: Email Clubhouse Usage language outlined by Ms. Belyea, to Mr. Babbar for review.			X	02.16.23
12	09.15.22	ACTION	Mr. Hall: Have the palms trimmed on the sidewalk side.			X	02.16.23
13	09.15.22	ACTION	Mr. Adams/Mr. Hall: Ask TECO to waive costs of enhanced LED Streetlights and report outcome at the next meeting.			X	02.16.23
14	09.15.22	ACTION	Coach B: Review his financial records & report revenue % owed to CDD.			X	02.16.23
15	09.15.22	AGENDA	Mr. Adams: Put "Community Speeding" discussion on October agenda.			X	02.16.23
16	09.15.22	AGENDA	Mr. Adams: Include "Update: Landscape Maintenance" on all agendas.			X	02.16.23
17	11.17.22	BOTH	Mr. Adams: Get old gym expansion est, update & present at next mtg.			X	02.16.23
18	11.17.22	ACTION	Mr. Hall: Obtain proposals to improve the monuments.	X			02.16.23
19	11.17.22	ACTION	Mr. Hall: Research cost of Geotech study & update at next meeting.			X	02.16.23
20	11.17.22	ACTION	Mr. Adams: Notify insurance carrier of new Clubhouse roof.			X	02.16.23
21	12.15.22	ACTION	Mr. Adams: Have Mr. Pinder simplify financials to have best accounting practices data & prep separate accounting schedule w/ sources & uses of funds & include general ledger entries on financials.	X			
22	12.15.22	ACTION	Mr. Hall: Ask County about contracting its patrol services.			X	02.16.23
23	01.19.23	ACTION	Ms. Evans: Provide weekly Facilities updates to Board Members	X			
24	01.19.23	ACTION/AGENDA	Ms. Evans: Email Short-term User Agreement to Ms. Belyea to revise. Mr. Adams: Put User Agreement on next agenda.			X	02.16.23
25	01.19.23	AGENDA	Mr. Adams: Put Instructor Agreements & COI discussion on nxt agenda.			X	02.16.23
26	01.19.23	ACTION	Mr. Babbar: Attend Regular Meetings every two months for one hour.	X			
27	01.19.23	AGENDA	Mr. Adams: Put "Spirit Committee Replacement" on next agenda under Office Administrator's Report.			X	02.16.23
28	01.19.23	AGENDA	Mr. Adams: Put dissolving Sunshine Board discussion on next agenda.			X	02.16.23
29	02.16.23	ACTION	Mr. Adams: Adjust Unaudited Financials to show requested breakouts.	X			
30	02.16.23	AGENDA	Mr. Adams: Put potential insurance carriers discussion on next agenda.	X			
31	02.16.23	ACTION	Mr. Chang: Secure quotes for weirs and present at next meeting	X			
32	02.16.23	ACTION/AGENDA	Ms. Evans: Email link to new digital Islander & associated website to BOS. Mr. Adams: Put "Digital Islander" discussion on next agenda.	X			
33	02.16.23	AGENDA	Mr. Adams: Put "Towing Issues & Options" on next agenda.	X			
34	02.16.23	ACTION	Staff: Give insurance forms to instructors/coaches without one on file.	X			
35	02.16.23	AGENDA	Mr. Adams: Put "Food Safety at CDD Events" on next agenda.			X	05.18.23
36	02.16.23	AGENDA /ACTION	Mr. Adams: Add "Employee Health Benefits" to next agenda & research obtaining \$6,000 base benefit pkg for full-time CDD employees.	X			
37	02.16.23	AGENDA	Mr. Adams: Include "Community Social Walk" event on next agenda.	X			
38	03.16.23	ACTION	Mr. Babbar: Draft & email template Sports Camp Agreement to Mr. Adams. Mr. Adams: Distribute to Board Members for review.	X			
39	03.16.23	ACTION/AGENDA	Ms. Evans: Update Beach Club Facility Agreement & present at next meeting. Mr. Adams: Include Agreement on April agenda.			X	05.18.23
40	03.16.23	ACTION	Mr. Hall/Mr. Babbar: Prep letter to Cachet Isle owner re: drainage issue.	X			
41	03.16.23	ACTION	Mr. Chang/Mr. Hall: Inspect weirs & report findings at next meeting, with list of all weirs and when last recertified.	X			
42	03.16.23	ACTION	Ms. Evans: Prep Digital Islander Posting Rules. Email to BOS before next meeting.	X			
43	03.16.23	ACTION	Mr. Babbar: Provide written Instructor Insurance guidelines to BOS.	X			
44	03.16.23	ACTION	Mr. Babbar: Prep & email simpler food safety waiver to Mr. Adams for dissemination to BOS.	X			

45	03.16.23	<b>ACTION</b>	Mr. Hall: E-blast Nuisance Alligator Procedure to residents.	X			
46	03.16.23	<b>ACTION</b>	Mr. Adams: Include CDD G/L and invoices in all future agendas.			X	05.18.23
47	03.16.23	<b>ACTION</b>	Mr. Adams: Invite the Controller to the next meeting.	X			
48	03.16.23	<b>ACTION</b>	Mr. Adams: Prep seven-year reconciliation to track expenditures & Excel spreadsheet identifying capital infrastructure re-investment plan.	X			
49	03.16.23	<b>ACTION</b>	Mr. Hall: Obtain another proposal to repaint tower and monuments.	X			
50	03.16.23	<b>ACTION</b>	Mr. Hall: Confer with Ms. Gupta re: Cachet Isles camera proposals.	X			
51	04.20.23	<b>ACTION</b>	Ms. Evans: Prepare a best practices security document and email it to the Board for review.	X			
52	04.20.23	<b>ACTION</b>	Staff: Prepare a contract for the Sports Camp for a four-week camp pending vendor's business license, insurance and background checks.	X			
53	04.20.23	<b>ACTION</b>	Mr. Adams: Collect phone survey edits from the Board and give to Triton for updated survey ahead of the next meeting.	X			
54	04.20.23	<b>ACTION</b>	Mr. Hall: Secure proposal to change lines to prolong the pool heaters.	X			
55	04.20.23	<b>ACTION</b>	Mr. Adams: Create employee personnel policy with feedback from Board before next meeting.			X	05.18.23
56	04.20.23	<b>AGENDA</b>	Mr. Adams: Include Food Safety Waiver on next agenda.			X	05.18.23
57	04.20.23	<b>AGENDA</b>	Mr. Adams: Include Vendor License Agreement on next agenda for discussion and consideration.			X	05.18.23
58	05.18.23	<b>ACTION</b>	Mr. Adams: Research whether the Supervisor of Elections will allow a referendum on the ballot.			X	06.15.23
59	05.18.23	<b>ACTION</b>	Mr. Adams: Research & confirm if \$9,450 "Miscellaneous field expense" on Page 3 of financials relates to the boat.	X			
60	05.18.23	<b>ACTION</b>	Mr. Adams: Provide monthly Uses Report for the \$700,000 account.	X			
61	05.18.23	<b>ACTION</b>	Mr. Adams: Research General Ledger & advise why "Beach club office supplies" line item is at 100% of budget.	X			
62	05.18.23	<b>ACTION</b>	Mr. Adams: Establish 3 Trust accounts for remaining funds from 2022 in Fund Balance.	X			
63	05.18.23	<b>ACTION</b>	Mr. Adams: Present investment options in advance of next meeting.	X			
64	05.18.23	<b>ACTION</b>	Mr. Adams: Develop incoming revenue policies to be implemented.	X			
65	05.18.23	<b>ACTION</b>	Mr. Adams: Update Employee Handbook and Policies.	X			
66	05.18.23	<b>ACTION</b>	Mr. Adams: Obtain and negotiate bill for telephone survey.	X			
67	05.18.23	<b>ACTION</b>	Mr. Adams: Contact District Counsel regarding the demand letter.	X			
68	05.18.23	<b>ACTION</b>	Mr. Adams & Mr. Hall: Address financial matters & take necessary corrective action.	X			
69	05.18.23	<b>ACTION</b>	Mr. Adams: Provide amortization schedules for the Gator and 2 trucks.	X			
70	05.18.23	<b>ACTION</b>	Mr. Hall: Work with the Accounting Department and the contractor to recode expenditures to "Well maintenance - irrigation".	X			
71	06.15.23	<b>ACTION</b>	Mr. Adams: Email Amortization Schedule for the \$700,000 loan to Board Members.	X			
72	06.15.23	<b>ACTION</b>	Mr. Adams: Provide a copy of the holiday decorating contract.	X			
73	06.15.23	<b>ACTION</b>	Mr. Hall: Obtain proposals for resurfacing priorities.	X			
74	06.15.23	<b>ACTION</b>	Mr. Adams: Provide updated budget for discussion at the July meeting.	X			
75	06.15.23	<b>ACTION</b>	Mr. Adams: Re-send emailed reserve study to all Board members.	X			
76	06.15.23	<b>ACTION</b>	Mr. Hall: Confer with Envera to address access issues on Sundays.	X			
77	06.15.23	<b>ACTION</b>	Mr. Adams: Ask Mr. Babbar how best to memorialize a Board decision not to sell the weirs and if a deed restriction is necessary.	X			
78	06.15.23	<b>ACTION</b>	Mr. Chang: Email update regarding inspection of weirs.	X			
79	06.15.23	<b>ACTION</b>	Mr. Hall: Address a double invoicing issue.	X			
80	07.20.23	<b>ACTION</b>	Mr. Henderson: Revise the Allied proposal and present it at the next meeting	X			
81	07.20.23	<b>ACTION</b>	Mr. Holliday: Present a report on Envera's new technology, at a future meeting and provide Board Members with a hard copy in advance of the presentation	X			
82	07.20.23	<b>ACTION</b>	Ms. Green: Forward updated CLI Facebook page to the Board via constant contact.	X			
83	07.20.23	<b>ACTION</b>	Ms. Green: Email residents and request that they alert the Admin office of all instances where the guards failed to notify them of guest visits.	X			
84	07.20.23	<b>ACTION</b>	Mr. Adams: Adjust the budget to include the reserve study costs, Allied increase, increased Management and paver costs.	X			
85	07.20.23	<b>AGENDA</b>	Mr. Adams: Include the weir project as a discussion item on the next agenda	X			
86	07.20.23	<b>AGENDA</b>	Mr. Babbar: Provide 5 hours of legal advice and help review footage of potential theft by the prior Office Administrator and report his findings.	X			
87	08.17.23	<b>ACTION</b>	Mr. Hall: Send email to residents re: school drop off tips				
88	08.17.23	<b>AGENDA</b>	Mr. Krause: REMOVE items 10, 11 from agenda; Table item 12 to Sept. meeting; COUNSEL to attend				
89	08.17.23	<b>ACTION</b>	Mr. Krause: Post Budget Presentation to Website			8/30/2023	
90	08.17.23	<b>ACTION</b>	Mr. Hall: Send email to residents re: budget presentation		x		

91	08.17.23	<b>ACTION</b>	Mr. Hall: Get NEON VESTS for Carpooling Staff				
92	08.17.23	<b>ACTION</b>	Mr. Hall: Get TRAFFIC CONES with reflectors for ALLIED to use				
93	08.17.23	<b>ACTION</b>	Mr. Krause: MEET with Supervisors - financials, agendas, facilities, etc.				
94	08.17.23	<b>ACTION</b>	Supervisors: Provide list of issues to discuss with DM to Mr. Krause				
95	08.17.23	<b>ACTION / AGNEDA</b>	Ms. Thibault: Connect with Mr. Woodcock (Engineer) to review weirs				
96	08.17.23	<b>ACTION</b>	Ms. Green: resend email to residents re: registering for guest notifications via text				
97	08.17.23	<b>ACTION</b>	Staff: send files re: Beach Club Rentals to Supervisor Belyea for review				
98	08.17.23	<b>ACTION / AGNEDA</b>	Mr. Krause & Ms. Thibault: someone to talk to Board re: events management		x		
99	08.17.23	<b>ACTION</b>	Mr. Hall: send email to Supervisors re: prior events planning process				
100	08.17.23	<b>ACTION</b>	Ms. Thompson: send committee policies to Supervisors				
101	08.17.23	<b>ACTION</b>	Mr. Krause: Post ADOPTED BUDGET, MINUTES to website			x	
102	08.17.23	<b>ACTION</b>	Mr. Krause: work with EGIS Insurance on policy discount (new roofs)				
103	08.17.23	<b>ACTION</b>	Mr. Krause: Complete audit of website and UPDATE	x			
104	09.21.23	<b>AGENDA</b>	Mr. Krause: Add EVENTS proposal to next meeting agenda for discussion				
105	09.21.23	<b>ACTION</b>	Mr. Krause/Ms. Green: Add EVENTS CALENDAR to website	x	x		
106	09.21.23	<b>ACTION</b>	Mr. Krause: Invite DISTRICT COUNSEL to attend next CDD Meeting			x	
107	09.21.23	<b>AGENDA</b>	Mr. Krause: Add MEADOWS DEED item to next agenda				
108	09.21.23	<b>AGENDA</b>	Mr. Babbar: Provide UPDATE to Board re: 17923 Cachet Isle Drive (VII. C.)				
109	09.21.23	<b>AGENDA</b>	Mr. Krause: REMOVE EVENTS FORM DISCUSSION from agenda			x	
110	09.21.23	<b>AGENDA</b>	Mr. Krause: Send Updated User Agreement (Exhibit 5) to Counsel for review and placement on next month's agenda				sent 9/25/23
111	09.21.23	<b>AGENDA</b>	Mr. Krause: Send Updated Rental Agreement (Exhibit 6) to Counsel for review and placement on next month's agenda				sent 9/25/23
112	09.21.23	<b>AGENDA</b>	Mr. Krause: Add Agenda Item for advertising Public Hearing to discuss rental fees for the Cory Lakes Beach Club facility, setting date and time		x		
113	09.21.23	<b>ACTION</b>	Mr. Babbar: Provide UPDATE to Board re: 17923 Cachet Isle Drive (VII. C.)	x			
115	09.21.23	<b>ACTION / AGENDA</b>	Mr. Krause: work with POA (Amanda Schewe) to set SPECIAL MEETING in early November to discuss Community Covenants and Bylaws	x			
116	09.21.23	<b>AGENDA</b>	Mr. Krause: place Safety and Security Charter and Objectives on nesxt meeting agenda (Exhibits 8 and 9, respectively)			x	
117	09.21.23	<b>AGENDA</b>	Mr. Krause/Ms. Green: Print AGENDA BOOK on BOTH SIDES for 3 Supervisors; bring Tablet for 1 Supervisor				
118	09.21.23	<b>ACTION</b>	Mr. Hall: Look into purchasing additional flat bench for gym				
119	09.21.23	<b>ACTION</b>	Mr. Krause/Mr. Babbar: Send LIABILITY WAIVER to staff to place in office	x			
120	09.21.23	<b>AGENDA</b>	Mr. Krause: Test ZOOM link on agenda			x	
121	09.21.23	<b>AGENDA</b>	Mr. Krause: Add discussion item to agenda: WAYS TO REDUCE LENGTH OF MEETING			x	
122	10.19.23	<b>AGENDA / ACTION</b>	Steve (LMP) - Bring updated proposal for landscaping / mulching		x		
123	10.19.23	<b>ACTION</b>	Larry/Patricia - send Worker's Comp information to Supervisors, re: volunteers				
124	10.19.23	<b>ACTION</b>	John Hall - send arial and description of school carpooling to Larry			x	
125	10.19.23	<b>ACTION</b>	Larry/Vivek - Send arial and description from John Hall to Insurance Co.			x	
126	10.19.23	<b>ACTION</b>	Larry - set up SPECIAL BUDGET MEETING for November 7 at 6:00 p.m.	x			
127	10.19.23	<b>ACTION</b>	Vivek - Provide Advertising language to DM for SPECIAL BUDGET MEETING			x	
128	10.19.23	<b>ACTION</b>	Larry - contact RESERVE STUDY vendors for proposals			x	
129	10.19.23	<b>AGENDA</b>	Larry - Add AUDIT COMMITTEE (Board) to Nov. meeting agenda - Auditors	x			
130	10.19.23	<b>ACTION</b>	Larry - send MEETING INVITATION to Supervisors, Staff for 11/7 Meeting			x	
131	10.19.23	<b>ACTION</b>	Vivek - send email to Dominique re: when to use LIABILITY WAIVER			x	
132	10.19.23	<b>ACTION</b>	Larry - send Rules and Regualations/Procedures to Vivek (Counsel)			x	
133	10.19.23	<b>ACTION</b>	Larry - Have PUBLIC RECORDS REQUEST (PRR) form added to website			x	
134	10.19.23	<b>ACTION / AGENDA</b>	Larry/Vivek - bring back to next meeting COMMITTEE GUIDELINES		x		
135	10.19.23	<b>ACTION</b>	Vivek - send Supervisors information on TRAINING				
136	10.19.23	<b>AGENDA</b>	Larry - Add CONTRACT BOILERPLATE to Nov. Meeting Agenda			x	
137	10.19.23	<b>ACTION</b>	Larry - remove comments from ZOOM for meetings	x			
138	11.7.23	<b>ACTION</b>	John - provide lighting contracts for streetlights				
139	11.7.23	<b>ACTION</b>	Larry - Request Contracts from TECO for Streetlights				
140	11.7.23	<b>ACTION</b>	Larry - Review Past Meeting Minutes for Board Approval of Landscaping				
141	11.7.23	<b>AGENDA</b>	Larry - Add Budget Amendment to November meeting agenda			x	
142	11.7.23	<b>ACTION</b>	Larry/John - Connect with LMP re: Fuel Surcharge (need the to send us authorization)	x			
143	11.7.23	<b>ACTION</b>	Staff - need to establish best methodology for stabalizing pavers - bring back by December or January				






# **Cory Lakes**

## **Community Development District**

# **EXHIBIT**

# **20**

**AGENDA**

# Office Administrator & Events Monthly Report

Meeting date: December 21, 2023

## CDD Office

- Routine barcodes, lease renewals and new resident processing.  
Understand if you are having issues with your barcodes on your car you must come into the office. Barcodes are \$15 paid via check, debit or credit card. The car must be present at the time to get the barcode properly placed by staff to ensure the barcode is properly placed to the right vehicle. It is not our responsibility to remove any prior barcodes as that could place liability on staff so we are only to ensure placement of new barcode and to make sure they are actively working.

Documents required for barcodes include:

\*Government issued ID

\*Car Registration

\*Proof of residency

- Routine invoice coding and AP aging reports.  
Thank you to Breeze for getting and keeping our invoices and billing up to date and getting our vendors paid on a weekly basis and working with office staff to properly code each invoice and each line item properly.
- Office Organization  
Continuously updating staff with community and board changes trying to ensure we are all on the same page and up to date with community rules and regulations and information.
- Increasing communication options for residents  
We communicate with community updates and events via our social media site on Facebook follow our page "Cory Lakes CDD", and constant contacts
- Reducing expenses  
Trying to incorporate sponsorships to cover CDD sponsored events or at least offset some of the cost to the district for these community events
- Working to build positive relations  
Encouraging positive communications throughout the community with each and every CDD sponsored event and each and every face-to-face interaction we want to build unity and discourage the division within Cory Lakes. Everyone should be able to get along we are all working hopefully towards the same goal and that's to make Cory Lake Isles better there shouldn't be segregated groups or hatred towards one another or different ethnicity groups we are all the same we are human and we all bleed the same and have emotions the same. Please lets help to try and fix this together I want the best for the community and I am here to help and offer a hand anyway I can hopefully we all want the same
- Implementing new liability waivers and rental agreements  
After the Holidays office staff will be working with Envera to get all fingerprint access revoked until liability waivers have been signed if you have already come by the office to sign the document you will have access everyone else will not have access until the waiver is signed for after hour access, again this is set to go into effect after the holidays. Therefore, please at your earliest convenience please stop by the CDD office to get the waiver signed during office hours to avoid the inconvenience

## Office Administrator & Events Monthly Report

Meeting date: December 21, 2023

- Beach club rentals  
Understand any issues you guys have with the way the beach club rentals are set up need to be brought before the board. Yes you are required to sign and pay for rentals if you want exclusive use of the clubhouse no matter how long you lived here or how much you paid for your home it is the same for everyone. We have 2 hour rentals for \$150 with a \$200 deposit and we have 6 hour rentals for \$350 non-alcoholic or \$450 includes alcohol with an \$500 deposit all the exclusive 6 hour rentals need to be booked at least 28-30 days in advance to ensure proper staffing as we make our schedules for the month at the very beginning of the month and we need to ensure we have proper placement of attendants for those rentals. THERE IS NO EXCEPTION TO THIS UNLESS OTHERWISE APPROVED BY THE BOARD.
- Islander  
An issue that need to be brought before the board is do we want to continue to use the Islander as it is starting to cause issues throughout the community and causing residents to complain about the way it is being handled. If we do continue to use it do the board want it to be continually managed by office staff or have it as a “for residents by residents” type of thing because there has been conflicting information about this from the editor because he has been given different direction from one board supervisor so please address this issue and express to me how we wish to proceed with this

### CDD Events

Past:

- Fall Festival | 11/18/2023
- Cookies with Santa| 12/16/2023

### Facebook Page

- Follow Cory Lakes CDD for any updates or upcoming events

# **Cory Lakes**

**Community Development District**

# **EXHIBIT**

# **21**

**AGENDA**

# Cory Lakes Community Development District

## Facilities Manager

### December 2023, Activity Report

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#### BEACH CLUB

1. Replaced a/c filters and cleaned drain lines. (Monthly)
2. Restacked tables and chairs after rentals.
3. Replaced several light bulbs.
4. Replaced the toilet flappers in both men's and women's bathrooms.
5. Holiday lighting installed and set to run.
6. Pool furniture will need pressure washed.
7. Mulch removed and replaced.

#### Pool

1. Cleaned AC filters and vacuumed drain lines.
2. Helped with routine sanitation.
3. Cleaned mildew stains around the pool area. (Ongoing)
4. Installed new lap lanes.
5. Slide motor was received and should be installed soon.

#### PLAYGROUNDS

1. Kept clean and organized. Lots of leaf litter this time of year.
2. Most work done. Need to paint the columns at the pool playground.
3. Removed most of the graffiti on the playgrounds.
4. Working on a few rust repairs.

#### GYM

1. Kept area clean and organized.
2. Replaced AC filters and flushed drain lines.
3. Helped with routine sanitation.
4. Ordered men's bathroom door. More damage from someone else trying to rip it off.
5. Having the rover keep closer eye on gym activity. Residents not wearing proper attire.
6. Installed new weight bench in gym.

#### LANDSCAPING

1. Working on replacing and installing plants around the community. Replacing missing plants as they come up. (Ongoing)
2. Working on irrigation issues around the community. Ongoing
3. OLM inspection was on 12/6/2023. LMP awarded 94% rating. Redistribute

- mulch and less irrigation per new restrictions.
4. LMP working on seasonal cutbacks.
  5. LMP has completed palm pruning
  6. Working with LMP to identify areas that need mulch. Beach Club and playgrounds already complete. Starting on relocating excess mulch on MB entry next.
  7. Winter annual rotation installed.

#### LAKE MANAGEMENT

1. Solitude was out this week and treated some of the lake for grass and algae.
2. Lake and pond levels are falling due to lack of rain.
3. Some surface algae popping up but normal for dry, hot times. Keeping an eye on it and treating as needed.

#### SECURITY

1. Allied management still working on keeping gates staffed. Lots of new faces. Still having lots of turn over. Seems every week is a new face. Trying to fix some guard issues. (Ongoing)

#### OTHER ACTIONS

1. Working with District engineers on inspections of the community SWFWMD control structures. (Nothing new to report on this)
2. Working with District engineer on drainage issue on Cachet Isle. Ongoing (Vivek has sent out a notice to homeowner. SWFWMD has issued a violation to the District so we will have to game plan on how to resolve this issue. (Homeowner still asking for more time)
3. City of Tampa will be doing work to the three City maintained lift stations. A notice will be sent out before each project begins. No Start date yet.
4. Started cleaning rust stains on MB entry. Ongoing
5. Repaired electric along the Cross Creek exit side. Still have a few issues to address but main lighting is working. (Still working on small issues)
6. All holiday lighting up and running.
7. Set up and tore down for Fall Festival. It was a good event on a beautiful day.
8. Set up and cleaned up for boat parade. Another successful event.
9. Replaced start capacitor in Capri Isle fountain.

#### Cross-Creek Security Gatehouse

1. Replaced air filter and flushed drain line.
2. Oiled gate hinges.
3. Holiday lighting installed and on.
4. Fixed 3 column lights.
5. Tightened and adjusted the gate arm on resident lane

### Morris Bridge Security Gatehouse

1. Replaced ac filter, flushed and vacuumed drain lines.
2. Greased gate hinges.
3. Fixed one sconce light.
4. Fixed resident gate arm and realigned.

### Action Plan for January 2023

1. Work with LMP on Landscape issues. Ongoing
2. Continue working with District Engineer on ongoing projects
3. Continue with following City of Tampa lift station projects
4. Work with Engineer on Cachet issues.
5. Work on rust stains.
6. Work on playground upkeep.
7. Re-stain gazebo at Capri Isle entrance.
8. Come up with a strategy with the paver company for better repairs on the roadway. Will have a meeting with the owner of the company and his crew leader to have better understanding of best practices moving forward.

# **Cory Lakes**

**Community Development District**

# **EXHIBIT**

# **22**

**AGENDA**





# CORY LAKES CDD

LANDSCAPE INSPECTION  
December 6, 2023

ATTENDING:  
STEVE SMALL – LMP  
ALEX FIGUEROA – LMP  
PAUL WOODS – OLM, INC.

**SCORE: 94%**

**NEXT INSPECTION  
JANUARY 24, 2024 AT 9:00 AM**

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## CATEGORY I: MAINTENANCE CARRYOVER ITEMS

NONE

## CATEGORY II: MAINTENANCE ITEMS

### BEACH CLUB

1. Improve vigor and fertility in Dwarf Allamanda. I recommend confirming soil pH which could be resulting in chronic chlorotic conditions.
2. Pool seating area: Complete pruning of Muhly Grass.
3. Pool seating area: Reestablish the stairstep presentation where Dwarf Ixora is the first tier, Arboricola Trinette is second, and Firebush is third.
4. Lightly prune, for consistent height, Snow Queen Hibiscus at pool bathhouse. Do not shear.
5. Monitor emerging spear on Foxtail Palm near the pool slide. Confirm there is no tissue distortion.
6. Improve vigor and fertility in Hibiscus at the boat ramp.
7. Near the work center: Prune back wood line overgrowth adjacent to the basketball courts.

### COMMONS

8. Improve vigor and fertility in Plumbago in the median island in the 10500 block of CLB.
9. Near Bermuda Isles entrance: Remove dead stalk from Reclinata Palm.
10. Near the lift station: Rejuvenate prune Canna Lilies.
11. Cross Creek Blvd entrance: Prune Ligustrum limbs overhanging the roadway as needed for service vehicle clearance.
12. Cross Creek Blvd entrance: Avoid repeated shear pruning of Azaleas, allowing blooms and buds to develop.
13. Cross Creek Blvd entrance: Remove dead plant material when found.

14. Cross Creek Blvd entrance berm: Improve vitality of Texas Sage.
15. Cross Creek Blvd entrance: Remove palm volunteers.
16. Barbados frontage: Control broadleaf weeds in turf along right-of-way.
17. Barbados monument: Prune Confederate Jasmine from the stucco.
18. Confirm irrigation run times at the small playground.
19. Cozumel: Remove dead plant material.
20. Pocket park in the 10910 block: Remove dead material.
21. 10950 block: Remove viney growth along the black chain link fence.
22. Morris Bridge Road entrance: I recommend removing Bottlebrush tree limb extending out and over the eastbound lane on the exit side drive near the 3<sup>rd</sup> island.
23. Exit side gate at the Morris Bridge Road entrance: Confirm proper orientation at the curbside sprinkler.
24. Morris Bridge Road entrance: Reduce overall irrigation volumes in the islands.
25. Morris Bridge Road entrance: Rake level areas of hog damage in mulch beds.
- 26. Rake down fire ant mounds once insects have been eradicated.**
27. Capri Isle: Level out the fall zone mulch in the playground.
28. Cachet Isle: Rejuvenate prune Plumbago at the keypad island.
29. Cachet Isle: Prune Butterfly Bush once bloom cycle is complete.

### **CATEGORY III: IMPROVEMENTS – PRICING**

NONE

### **CATEGORY IV: NOTES TO OWNER**

1. Please note of the change in next inspection date.
2. Happy Holidays from OLM, Inc.

### **CATEGORY V: NOTES TO CONTRACTOR**

1. Please note change in next inspection date.

cc: John Hall [clcdmfm@gmail.com](mailto:clcdmfm@gmail.com)

Larry Krause [larry@breezehome.com](mailto:larry@breezehome.com)  
Scott Carlson [scott.carlson@lmppro.com](mailto:scott.carlson@lmppro.com)  
Steve Small [Steve.Small@lmppro.com](mailto:Steve.Small@lmppro.com)  
Bill Conrad [bill.conrad@lmppro.com](mailto:bill.conrad@lmppro.com)  
Kevin Pajala [Kevin.pajala@lmppro.com](mailto:Kevin.pajala@lmppro.com)  
Alex Figueroa [alex.figueroa@lmppro.com](mailto:alex.figueroa@lmppro.com)

# **Cory Lakes**

**Community Development District**

# **EXHIBIT**

# **23**

**AGENDA**

# CORY LAKE CDD

## MONTHLY LANDSCAPE MAINTENANCE INSPECTION GRADESHEET

A. LANDSCAPE MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
TURF	5		
TURF FERTILITY	15		
TURF EDGING	5		
WEED CONTROL – TURF AREAS	5	-1	Broadleaf and grassy
TURF INSECT/DISEASE CONTROL	10	-2	Fungus
PLANT FERTILITY	5	-2	Ixora, Plumbago
WEED CONTROL – BED AREAS	10		
PRUNING	10		
PLANT INSECT/DISEASE CONTROL	5	-2	Plumbago
MULCHING	5	-1	Redistribute to cover bare soil
WATER/IRRIGATION MANAGEMENT	15	-1	Reduce to permit drying
CARRYOVERS	5		
B. SEASONAL COLOR/PERENNIAL MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
VIGOR/APPEARANCE	10		
INSECT/DISEASE CONTROL	10		
DEADHEADING/PRUNING	10		
<b>MAXIMUM VALUE</b>	<b>145</b>		

Date: 12-6-23

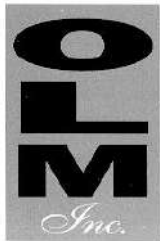
Score: 94 % Performance Payment 100%



Contractor Signature: \_\_\_\_\_

Inspector Signature: \_\_\_\_\_

Property Representative Signature: \_\_\_\_\_



# **Cory Lakes**

**Community Development District**

# **EXHIBIT**

# **24**

**AGENDA**

## Larry Krause

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**Subject:** FW: Cory Lakes: District Counsel Quick Update on Resident Emails and Concerns Regarding Defamation

**From:** Vivek Babbar

**Sent:** Thursday, November 16, 2023 3:10 PM

**To:** racoff@corylakescdd.net; rfontcha@corylakescdd.net; jcastillo@corylakescdd.net; Cynthia McIntyre <cmcintyre@corylakescdd.net>; Ann Belyea <clicddbelyea@gmail.com>; Jorge Castillo <jcastillo441974@gmail.com>; abelyea@corylakescdd.net

**Cc:** Patricia Comings-Thibault <Patricia@breezehome.com>; Larry Krause <larry@breezehome.com>; John Hall <clcddf@corylakescdd.net>; Dominique Green (clibeachclub@corylakescdd.net) <clibeachclub@corylakescdd.net>; Vivek Babbar

**Subject:** Cory Lakes: District Counsel Quick Update on Resident Emails and Concerns Regarding Defamation

Good afternoon Supervisors,

**Please do not "reply all" as that may be construed as a violation of the sunshine law.**

Many of us have been copied on a few email threads of residents sharing posts and their concern with potentially getting sued by one or more members of the CDD Board of Supervisors for defamation (via slander or libel).

Per my prior email that outlined the fact that neither the CDD nor CDD Staff have any authority over a single CDD Supervisor and that all CDD Supervisors are entitled to Free Speech under the First Amendment of the US Constitution and other protections granted to individuals, I wanted to clear up any confusion or misunderstanding and create a simple answer to resolve this matter from the CDD side of things. **Our firm serves as counsel to the Board of Supervisors of the CDD. Any resident with concerns about their rights or liabilities should consult with their own attorney as we cannot provide them any legal advice.**

Based on our experience and review of case-law we believe that the CDD as a governmental entity cannot bring any lawsuits against individuals for defamation. However, there is ample caselaw and precedence where a public official may bring a suit against an individual for defamation as such actions are personal to such individual. The bar is higher for public officials than the average citizen to prove these claims since the nature of their position makes them more in the public limelight (same thing for athletes or celebrities); they must prove actual malice (reckless disregard for the truth has been found to be sufficient to meet this threshold).

I see nothing inappropriate with a CDD Supervisor requesting that they be treated civilly and that lies or untruths not be spread about them. If it is done in good faith, there is also nothing inappropriate with a CDD Supervisor providing a warning to residents who they believe are defaming them to stop such activities or they may be sued by the CDD Supervisor.

The Free Speech rights in the First Amendment does not grant anyone the right to say whatever they want without any repercussions, and it does not protect all speech. Free Speech is only a valid defense **if it truthful or based on an honest opinion**. Courts would likely use a reasonable person standard when determining if free speech is a valid defense, and that test is simple to describe: did the person do reasonable due diligence to verify what they are saying is true and did they reasonably believe what they said was the truth or an honest opinion (not something that can be easily dispelled by objective facts).

The same recommendations I provided in my last email, apply here, but I'll restate them for convenience. I believe that **all Cory Lakes residents** should ask themselves a few simple questions before speaking:

- What purpose will my words or actions serve?
- Will my words or actions benefit or hurt the community?
- Is it necessary for me to speak or act in this moment?
- Is this how I would want to be treated?
- If my parents or children saw me act this way, what will they think?
- Can I phrase this or reframe the conversation in a different manner?

Remember: If you don't have anything nice to say, don't say anything. And of course, the golden rule that we were all taught when we were younger: Treat others the way you want to be treated. And if for some reason you are okay with being treated poorly, I'll amend that to simply: **Treat others with dignity, respect, and civility.** We all deserve to be treated this way.

Larry/Patricia: Please include this email in December's Agenda for the CDD's record and so residents have a copy of it as well.

Thanks,

Vivek

**Vivek K. Babbar**

Attorney at Law

*Board Certified in City, County, and Local Government Law*

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

[www.srvlegal.com](http://www.srvlegal.com)

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# **Cory Lakes**

**Community Development District**

# **EXHIBIT**

# **25**

**AGENDA**

## Larry Krause

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**Subject:** FW: Cory Lakes: District Counsel's Recommendation for Best Practices for District Employees

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**From:** Vivek Babbar

**Sent:** Wednesday, December 13, 2023 5:08 PM

**To:** Larry Krause

**Cc:** Patricia Comings-Thibault; Dominique Green; John Hall

**Subject:** Cory Lakes: District Counsel's Recommendation for Best Practices for District Employees

Hi Larry,

As we discussed, I have a handful of CDDs that have District Employees and have come up with a few recommendations:

1. Hire a virtual Human Resources department to assist the Board, District Manager, and the employees.
  - a. If the CDD does not have the budget to hire an HR team, they should strongly consider budgeting for one in the next budget cycle.
  - b. Many of my CDDs that have employees use the company Decision HR, but there are other companies that provide this service.
2. Appointment of a Board Liaison to be the designated Board Member to provide day-to-day assistance and feedback alongside District Management to District employees.
  - a. To effectively do their job, an employee should not have to report or answer to multiple people.
  - b. This also helps avoid potential Sunshine Law issues.
  - c. If any Board Member has any concerns, questions, or feedback they should provide them to the District Manager.
    - i. If needed, the Board Member can bring it up at a Board Meeting so the entire Board can take action on the matter.
  - d. This protects the CDD as well from the actions of any single Board Member who maybe acting on their own behalf.
3. Board Members should only communicate about employment related matters to the District Manager (not to other employees, residents, or other persons)
  - a. Many employment related matters can be handled appropriately and effectively outside of a public meeting.
    - i. As there aren't any general Sunshine Law exemption relating to District Employees, a Board Meeting may not be the most prudent or appropriate venue for some of these discussions.
    - ii. It can create situations of embarrassment, awkwardness, or uncomfortableness that may make it hard to retain or hire employees.
  - b. Everyone should be mindful about what is said and how it is communicated as such communications could potentially cause liability to the CDD or the individual person.
    - i. Nothing should be defamatory (via slander or libel).
4. District Employees should only communicate about employment related matters to the District Manager or Board Liaison (not to other employees, residents, or other persons)
5. Educate the employees on their obligations with respect to the Code of Ethics as employees of a local government in Florida.
6. Educate the employees on their obligations with respect to the Florida Public Records Laws and how the Sunshine Law may impact their actions and communications with Board members.

Most of my CDDs have amenity management companies that hire their own employees to serve the CDD. I recommend this route as it provides an extra layer of protection to the CDD, provides more coverage options for vacations or vacancies, and brings on a professional company with experience and resources to handle employment related matters.

Thanks,

Vivek

**Vivek K. Babbar**

Attorney at Law

*Board Certified in City, County, and Local Government Law*

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

[www.srvlegal.com](http://www.srvlegal.com)

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# **Cory Lakes**

## **Community Development District**

# **EXHIBIT**

# **26**

**AGENDA**

**BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE**

**LOCATION:**

*Cory Lake Beach Club, 10441 Cory Lake Drive, Tampa, Florida 33647*

<b>DATE</b>	<b>MEETING TYPE</b>	<b>TIME</b>
<b>October 19, 2023</b>	<b>Regular Meeting</b>	<b>6:00 p.m.</b>
ZOOM: <a href="https://us02web.zoom.us/j/87271417819?pwd=OFVySWMyR1diL0lOWEpWSc82SWhCUT09">https://us02web.zoom.us/j/87271417819?pwd=OFVySWMyR1diL0lOWEpWSc82SWhCUT09</a>		
Dial In: 1-305-224-1968	Meeting ID: 872 7141 7819	Passcode: 776805
<b>November 7, 2023</b>	<b>Special Budget Meeting</b>	<b>6:00 p.m.</b>
ZOOM: <a href="https://us02web.zoom.us/j/87271417819?pwd=OFVySWMyR1diL0lOWEpWSc82SWhCUT09">https://us02web.zoom.us/j/87271417819?pwd=OFVySWMyR1diL0lOWEpWSc82SWhCUT09</a>		
Dial In: 1-305-224-1968	Meeting ID: 872 7141 7819	Passcode: 776805
<b>November 16, 2023</b>	<b>Audit Committee/Regular Meeting</b>	<b>6:00 p.m.</b>
ZOOM: <a href="https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09">https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09</a>		
Dial In: 1-305-224-1968	Meeting ID: 837 3143 1918	Passcode: 123456
<b>December 21, 2023</b>	<b>Audit Committee/Regular Meeting</b>	<b>6:00 p.m.</b>
ZOOM: <a href="https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09">https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09</a>		
Dial In: 1-305-224-1968	Meeting ID: 837 3143 1918	Passcode: 123456
<b>January ____, 2024</b>	<b>Special Joint Meeting with POA - PROPOSED</b>	<b>6:00 p.m.</b>
ZOOM: <a href="https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09">https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09</a>		
Dial In: 1-305-224-1968	Meeting ID: 837 3143 1918	Passcode: 123456
<b>January 18, 2024</b>	<b>Regular Meeting</b>	<b>6:00 p.m.</b>
ZOOM: <a href="https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09">https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09</a>		
Dial In: 1-305-224-1968	Meeting ID: 837 3143 1918	Passcode: 123456
<b>February 15, 2024</b>	<b>Regular Meeting</b>	<b>6:00 p.m.</b>
ZOOM: <a href="https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09">https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09</a>		
Dial In: 1-305-224-1968	Meeting ID: 837 3143 1918	Passcode: 123456
<b>March 21, 2024</b>	<b>Regular Meeting</b>	<b>6:00 p.m.</b>
ZOOM: <a href="https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09">https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09</a>		
Dial In: 1-305-224-1968	Meeting ID: 837 3143 1918	Passcode: 123456

<b>April 18, 2024</b>	<b>Regular Meeting</b>	<b>6:00 p.m.</b>
ZOOM: <a href="https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09">https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09</a>		
Dial In: <b>1-305-224-1968</b>	Meeting ID: <b>837 3143 1918</b>	Passcode: <b>123456</b>
<b>May 16, 2024</b>	<b>Regular Meeting</b>	<b>6:00 p.m.</b>
ZOOM: <a href="https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09">https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09</a>		
Dial In: <b>1-305-224-1968</b>	Meeting ID: <b>837 3143 1918</b>	Passcode: <b>123456</b>
<b>June 20, 2024</b>	<b>Regular Meeting</b>	<b>6:00 p.m.</b>
ZOOM: <a href="https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09">https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09</a>		
Dial In: <b>1-305-224-1968</b>	Meeting ID: <b>837 3143 1918</b>	Passcode: <b>123456</b>
<b>July 18, 2024</b>	<b>Regular Meeting</b>	<b>6:00 p.m.</b>
ZOOM: <a href="https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09">https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09</a>		
Dial In: <b>1-305-224-1968</b>	Meeting ID: <b>837 3143 1918</b>	Passcode: <b>123456</b>
<b>August 15, 2024</b>	<b>Regular Meeting</b>	<b>6:00 p.m.</b>
ZOOM: <a href="https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09">https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09</a>		
Dial In: <b>1-305-224-1968</b>	Meeting ID: <b>837 3143 1918</b>	Passcode: <b>123456</b>
<b>September 19, 2024</b>	<b>Regular Meeting</b>	<b>6:00 p.m.</b>
ZOOM: <a href="https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09">https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09</a>		
Dial In: <b>1-305-224-1968</b>	Meeting ID: <b>837 3143 1918</b>	Passcode: <b>123456</b>