

***CORY LAKES
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

Regular Meeting

***Date/Time:
Thursday, January 18, 2024
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, January 18, 2024, 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, January 18, 2024

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

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. Vendor Updates

A. Envera

B. Allied Universal

C. Landscape Maintenance Professionals (LMP) – *These items brought back from December 2023*

1. LMP Contract: 11/22/2019

[Exhibit 1](#)

2. LMP Contract: 2/1/2023

[Exhibit 2](#)

3. Discussion on Fuel Surcharge

[Exhibit 3](#)

VI. Financial Items

A. Acceptance of the November 2023 Unaudited Financial Statement

[Exhibit 4](#)

VII. Business Items

A. Discussion: Update on Forms Currently Used by CDD Office for the Use and Rental of the Beach Club (BC)

[Exhibit 5](#)

B. Discussion: Rules and Regulations - Updates on Progress, Follow-Up Questions, etc.

VIII. Approval of Minutes

A. Audit Committee: December 21, 2023

1. Summary of Motions **Exhibit 6**

2. Regular Meeting **Exhibit 7**

B. Board of Supervisors: December 21, 2023, Regular Meeting

1. Summary of Motions **Exhibit 8**

2. Regular Meeting **Exhibit 9**

3. Action/Agenda or Completed Items **Exhibit 10**

IX. Staff Reports

A. District Engineer: Johnson Engineering, Inc.

B. Office Administrator – Dominique Green

1. January 2024 OA Report **Exhibit 11**

a. Facility Usage Request Form Review **Exhibit 12**

1. Discussion on “The Islander” - *this item continued from last month*

B. Facilities Manager: John Hall

1. December 2024 Activity Report **Exhibit 13**

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

D. District Manager: BREEZE

1. FY 2023-2024 Meeting Schedule - UPDATED **Exhibit 14**

2. Presentation of Florida Commission on Ethics: Form 1 Update **Exhibit 15**

3. Quorum Check for Next Meeting – 02/22/24 at 6 p.m.

4. Discussion: CLI Rental Process

5. Discussion on District Employee Liaison – *this item continued from last month*

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

III. Supervisor Requests

IV. Adjournment

Cory Lakes

Community Development District

EXHIBIT

1

AGENDA

**CORY LAKES CDD
LANDSCAPE MAINTENANCE AGREEMENT**

**EXTERIOR LANDSCAPE MAINTENANCE
SERVICE AGREEMENT**

This Service Agreement is made and entered into this 22nd 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.

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,

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>
FIRST YEAR TOTAL CONTRACT PRICE	<u>\$407,365.00</u>
<i>Second Year Total Contract Price</i>	<i><u>\$407,365.00</u></i>
<i>Third Year Total Contract Price</i>	<i><u>\$407,365.00</u></i>

- 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*TM of twenty-five percent (25%), or \$7,164.27, referred to below as the "*Performance Payment*TM". The amount of a *Performance Payment*TM, 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*TM percentage (described in Article 8.4 "Grade Evaluation/Scoring") for a month the Contractor may be entitled to a *Performance Payment*TM for said month based on a score of 87% and above.
- 4.4 Any *Performance Payment*TM 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*TM 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

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@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@LMP1120.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.

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)*

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

AMENDMENTS	DEPTH	RATE
I. NEW BEDS:		
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
II. ESTABLISHED BEDS		
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.**

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	\$407,365.00
SECOND YEAR TOTAL BID PRICE	\$407,365.00
THIRD YEAR TOTAL BID PRICE	\$407,365.00

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 1/22/19

* 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:

EXHIBIT "B" (CONTINUED)

CORY LAKES CDD

CATEGORY A

LANDSCAPE MAINTENANCE ITEMIZED BID FORM

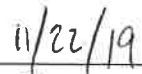
FUNCTION	FREQUENCY (PER YEAR)	UNIT PRICE	TOTAL
St. Augustine/Zoysia Turf Mow	42	297.00	12,474.00
Bahia Turf Mow	24	634.50	15,228.00
Edge (Bedlines)	42	304.50	12,789.00
Edge (Hardlines)	42	235.50	9,891.00
Monofilament Trim	42	63.00	2,646.00
Bed Weed Control	52	1,150.75	59,839.00
Shrub/Groundcover Trim	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


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 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

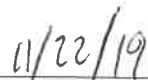
PERENNIAL MAINTENANCE	FREQUENCY (PER YEAR)	TOTAL
Deadheading	As needed	120.00
Cut Back	As needed	120.00
Insect/Disease Control	As needed	120.00
Fertilization	2	Included
Mulching	Included	Included

Perennial Maintenance Subtotal \$ 360.00

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


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 C

**SEASONAL COLOR INSTALLATION
ITEMIZED BID FORM**

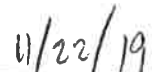
QUANTITY	PLANT MATERIAL	SIZE	UNIT PRICE	TOTAL PRICE
800	Spring	4"	1.70	1,360.00
800	Fall	4"	1.70	1,360.00
800	Winter	4"	1.70	1,360.00

**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
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.

Scott A. P.
Contractor Signature

LMP, INC.
Company Name

1/22/19
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.**

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

A. LANDSCAPE MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
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. SEASONAL COLOR/PERENNIAL MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
VIGOR/APPEARANCE	10		
INSECT/DISEASE CONTROL	10		
DEADHEADING/PRUNING	10		
MAXIMUM VALUE	145		



Date _____ Score: _____ *Performance Payment*TM % _____

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.olminc.com

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

EXHIBIT "F"
CORY LAKES CDD
SITE MAP

To be furnished by District / District Manager

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 *SAC*

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.

8-111

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.

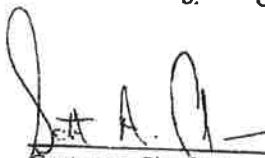
V-IV
27 SAC

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.
- NOTE2: All annuals shall be 4" container-grown Grade "A" plants with multiple blooms at the time of installation.
- NOTE3: All prices shall include soil amendments, mulch, labor, taxes, etc. associated with installation. All plants should be in bloom at time of planting.
- NOTE4: 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"


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.

V-V
28
SAC

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

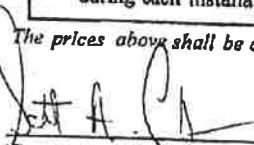
Owner may purchase materials tax exempt, however bid amounts must include and identify sales tax. To the extent Owner purchases materials tax exempt during the life of this Service Agreement, Owner shall receive a compensating credit against the amount due the Contractor for the cost of such materials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

V-VI
29


**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.

V-VII
30
SAC

Cory Lakes

Community Development District

EXHIBIT

2

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.

11-1
BPC

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,

11-26
JK

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.

11-4 SAZ

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>\$143,165.00</u>
Category B - Seasonal Color/Perennial Maintenance Total	<u>\$720.00</u>
Category C - Seasonal Plant Installation Total	<u>\$6,000.00</u>
Category D - Mulch Total	<u>\$76,560.00</u>
FIRST YEAR TOTAL CONTRACT PRICE	<u>\$426,445.00</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.

11-5 *STC*

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.

11-6 JTC

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

11-7 SAC

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

January 9, 2023

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 CHESTY 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
FIRST YEAR TOTAL BID PRICE	\$426,445.00
SECOND YEAR TOTAL BID PRICE	\$426,445.00
THIRD YEAR TOTAL BID PRICE	\$426,445.00

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-18K

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 *etc*

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

LANDSCAPE MAINTENANCE ITEMIZED BID FORM

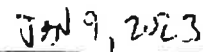
FUNCTION	FREQUENCY (PER YEAR)	UNIT PRICE	TOTAL
St. Augustine/Zoysia Turf Mow	42	297.00	12,474.00
Bahia Turf Mow	24	634.50	15,228.00
Edge (Bedlines)	42	304.50	12,789.00
Edge (Hardlines)	42	235.50	9,891.00
Monofilament Trim	42	63.00	2,646.00
Bed Weed Control	52	1,150.75	59,839.00
Shrub/Groundcover Trim	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



* 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-3 [unclear]

**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 \$ 360.00

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

S. A. CA
Contractor Signature

LMP, INC
Company Name

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-4 80x

EXHIBIT "B" (CONTINUED)
CORY LAKES CDD

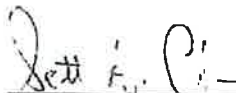
CATEGORY C

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"



Contractor Signature

Landscape Maintenance Professionals, Inc.

Company Name

January 9, 2023

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 Contractor for the cost of such materials and sales tax included in the Bid Price.**

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

* 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 Contractor for the cost of such materials and sales tax included in the Bid Price.

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 COD 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 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.

[Signature]
Contractor Signature

Landscape Maintenance Professionals, Inc *January 9, 2023*
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.



PLAN KEY

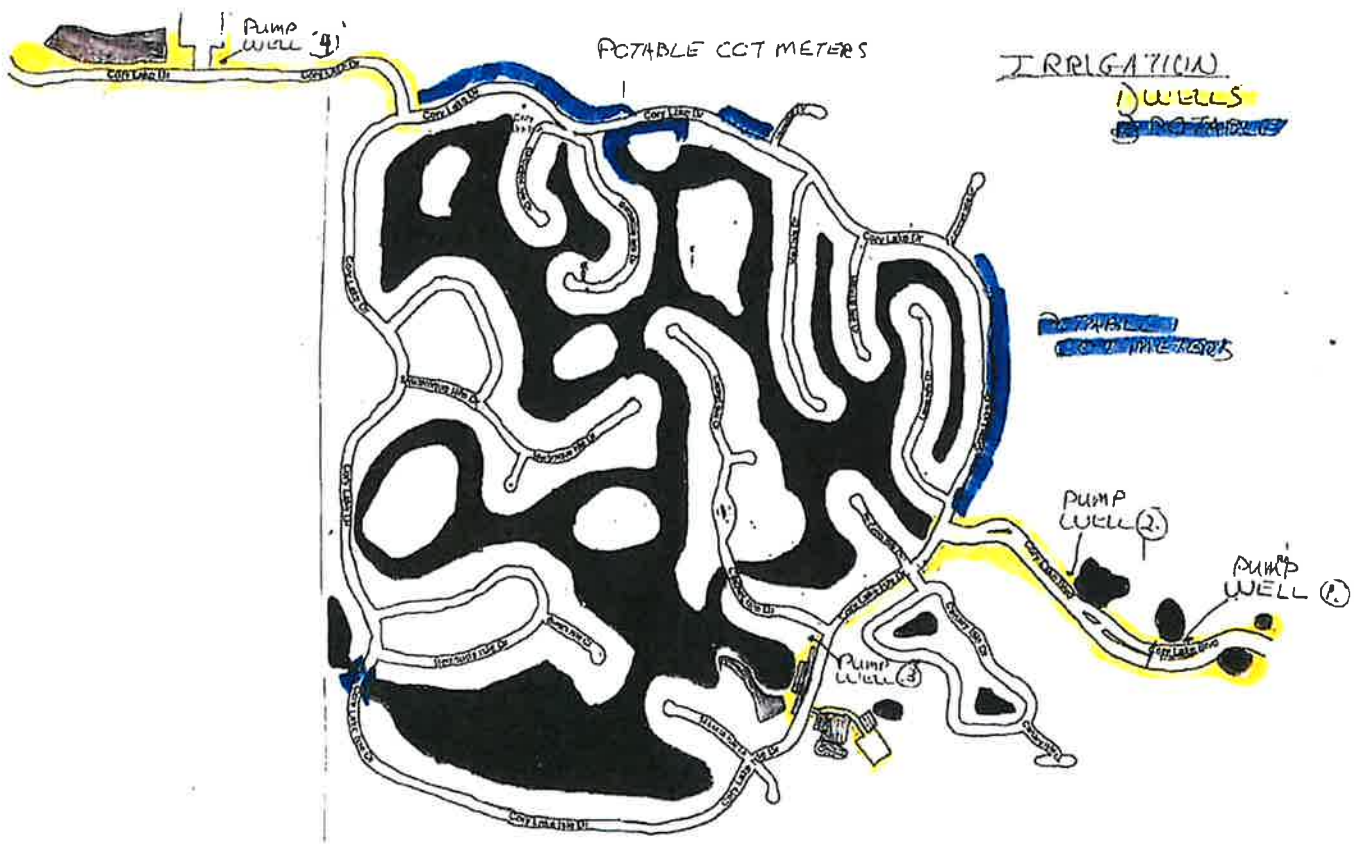
○	1.0' Radius Tree
○	2.0' Radius Tree
○	3.0' Radius Tree
○	4.0' Radius Tree
○	5.0' Radius Tree
○	6.0' Radius Tree
○	7.0' Radius Tree
○	8.0' Radius Tree
○	9.0' Radius Tree
○	10.0' Radius Tree
○	11.0' Radius Tree
○	12.0' Radius Tree
○	13.0' Radius Tree
○	14.0' Radius Tree
○	15.0' Radius Tree
○	16.0' Radius Tree
○	17.0' Radius Tree
○	18.0' Radius Tree
○	19.0' Radius Tree
○	20.0' Radius Tree
○	21.0' Radius Tree
○	22.0' Radius Tree
○	23.0' Radius Tree
○	24.0' Radius Tree
○	25.0' Radius Tree
○	26.0' Radius Tree
○	27.0' Radius Tree
○	28.0' Radius Tree
○	29.0' Radius Tree
○	30.0' Radius Tree
○	31.0' Radius Tree
○	32.0' Radius Tree
○	33.0' Radius Tree
○	34.0' Radius Tree
○	35.0' Radius Tree
○	36.0' Radius Tree
○	37.0' Radius Tree
○	38.0' Radius Tree
○	39.0' Radius Tree
○	40.0' Radius Tree
○	41.0' Radius Tree
○	42.0' Radius Tree
○	43.0' Radius Tree
○	44.0' Radius Tree
○	45.0' Radius Tree
○	46.0' Radius Tree
○	47.0' Radius Tree
○	48.0' Radius Tree
○	49.0' Radius Tree
○	50.0' Radius Tree



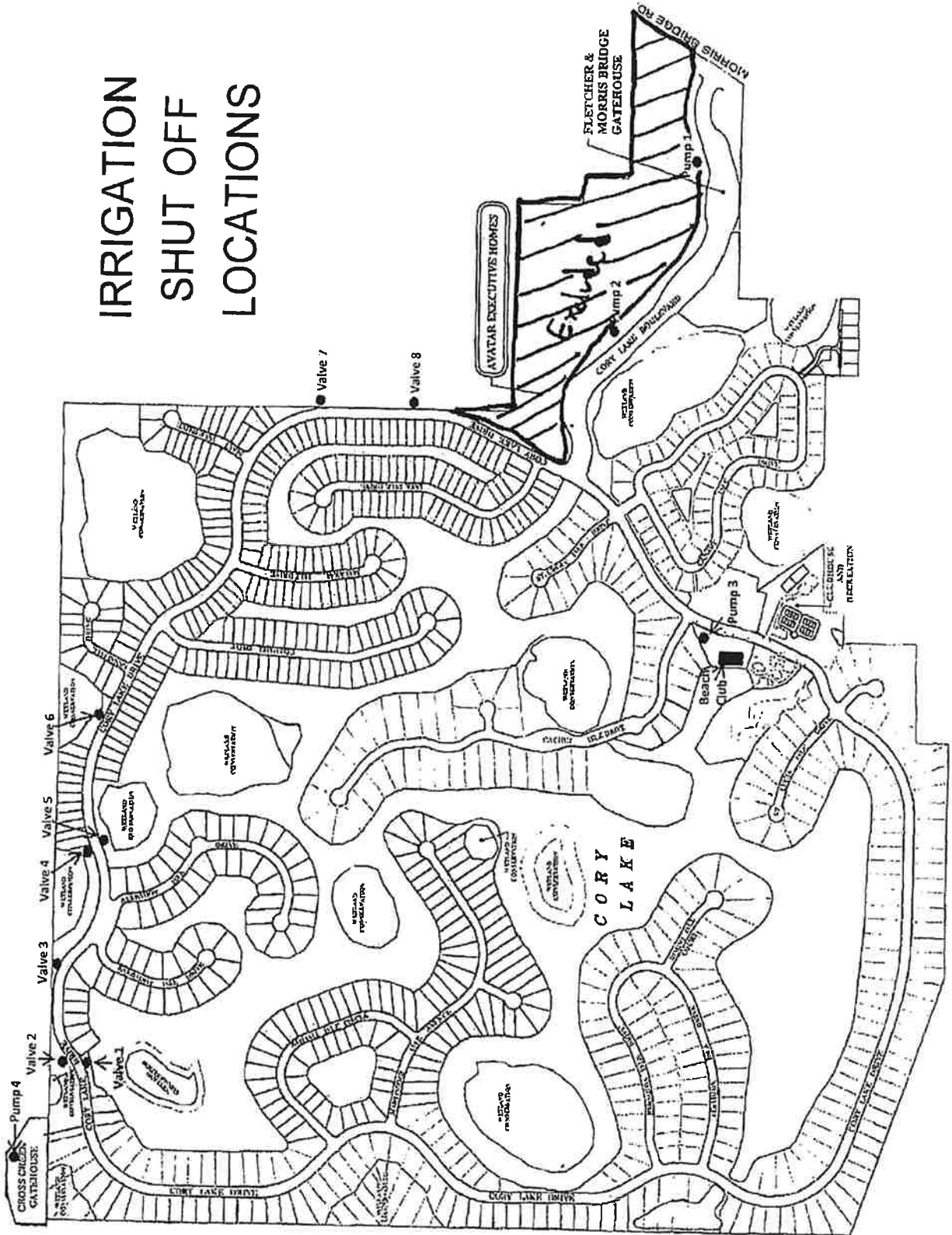
PROJECT NO. 1000000000
 SHEET NO. PL. 3
 DATE: 10/15/2010
 PROJECT: [illegible]
 CLIENT: [illegible]
 DESIGNER: [illegible]
 CHECKER: [illegible]
 APPROVER: [illegible]

Prepared by: [illegible]
 Checked by: [illegible]
 Approved by: [illegible]

Cooper, White & Conroy, LLC
 Civil & Environmental Engineers, Inc.
 1000000000



IRRIGATION SHUT OFF LOCATIONS



Cory Lakes

Community Development District

EXHIBIT

3

AGENDA

Larry Krause

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>
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

From: Steve Small
Sent: Tuesday, March 22, 2022 9:20 AM
To: clcddfm <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
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). 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 15th of the current month and will add an additional line to the monthly contractual invoicing for the following month (March 15th 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
2003					NA	1.458	1.507	1.600	1.625	1.521	1.482	1.480
2004	1.606	1.658	1.743	1.804	1.953	1.982	1.922	1.816	1.875	1.995	2.014	1.923
2005	1.883	1.931	2.100	2.270	2.190	2.163	2.275	2.482	2.882	2.825	2.371	2.218
2006	2.362	2.317	2.458	2.798	2.871	2.822	2.932	2.947	2.637	2.247	2.231	2.316
2007	2.270	2.251	2.558	2.836	3.035	2.991	2.908	2.739	2.775	2.826	3.104	3.062
2008	3.094	3.070	3.284	3.471	3.765	3.995	4.028	3.767	3.733	3.127	2.171	1.724
2009	1.813	1.959	1.983	2.084	2.249	2.605	2.536	2.570	2.469	2.510	2.678	2.633
2010	2.742	2.678	2.800	2.841	2.816	2.649	2.633	2.660	2.642	2.758	2.817	2.984
2011	3.092	3.182	3.544	3.752	3.832	3.582	3.589	3.598	3.521	3.378	3.348	3.255
2012	3.413	3.648	3.819	3.885	3.568	3.322	3.303	3.623	3.756	3.625	3.349	3.293
2013	3.402	3.697	3.708	3.490	3.433	3.454	3.502	3.499	3.441	3.272	3.260	3.401
2014	3.371	3.350	3.505	3.682	3.625	3.554	3.485	3.313	3.278	3.137	2.848	2.552
2015	2.141	2.186	2.424	2.458	2.574	2.653	2.578	2.346	2.125	2.122	2.079	1.993
2016	1.889	1.730	1.942	2.026	2.175	2.276	2.124	2.060	2.145	2.182	2.089	2.237
2017	2.335	2.223	2.231	2.384	2.303	2.256	2.145	2.247	2.673	2.417	2.430	2.342
2018	2.461	2.542	2.488	2.636	2.781	2.732	2.715	2.724	2.723	2.747	2.496	2.229
2019	2.146	2.242	2.504	2.697	2.635	2.468	2.568	2.376	2.398	2.384	2.351	2.421
2020	2.455	2.327	2.129	1.804	1.770	1.948	2.065	2.069	2.110	2.096	1.974	2.139
2021	2.266	2.440	2.759	2.787	2.816	2.886	2.952	2.945	3.006	3.141	3.268	3.194
2022	3.186	3.439										

Source - 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

4

AGENDA

**Cory Lakes
Community Development District**

**Financial Statements
(Unaudited)**

November 30, 2023

CORY LAKES CDD
Financial Report Summary - General Fund & Construction Fund
11/30/2023

	GENERAL FUND 11/30/2023	DEBT SERVICE 2013 11/30/2023	DEBT SERVICE 2013 A-1 11/30/2023
For The Period Ending :			
CASH BALANCE	\$ 486,883	\$ 128,349	\$ -
RESTRICTED CASH FOR DEBT SERVICE	-	-	-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	2,426,952	101,842	-
DUE FROM OTHER	3,918	-	-
DUE FROM OTHER FUNDS	-	3	40,152
PLUS: ACCOUNTS RECEIVABLE - OTHER	948	-	-
PLUS: DEPOSITS AND PREPAID	31,015	-	-
LESS: ACCOUNTS PAYABLE	(93,471)	-	-
LESS: DEFERRED REVENUES	(2,426,952)	(101,842)	-
LESS: DUE TO DEBT SERVICE	(6)	(40,150)	-
NET CASH BALANCE	\$ 429,286	\$ 88,202	\$ 40,152

GENERAL FUND REVENUE AND EXPENDITURES:	11/30/2023 ACTUAL YEAR-TO-DATE	11/30/2023 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	\$ 6,077	\$ 7,285	\$ 1,208
EXPENDITURES (YTD)	444,006	507,469	(63,463)
NET OPERATING CHANGE	\$ 450,083	\$ 514,754	\$ (62,255)
AVERAGE MONTHLY EXPENDITURES	\$ 222,003	\$ 253,734	\$ (31,732)
PROJECTED EOY BASED ON AVERAGE	\$ 2,664,033	\$ 2,550,858	\$ (113,175)

GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:	11/30/2023 ACTUAL YEAR-TO-DATE	11/30/2023 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE:			
ASSESSMENTS ON-ROLL (NET)	\$ -	\$ -	\$ -
ASSESSMENTS OFF-ROLL	-	-	-
INTEREST	6,077	7,285	(1,208)
MISCELLANEOUS REVENUE	-	-	-
TOTAL REVENUE	6,077	7,285	(1,208)
EXPENDITURES:			
ADMINISTRATIVE EXPENDITURES	74,577	86,333	11,756
UTILITIES	75,902	66,694	(9,208)
SECURITY OPERATIONS	78,121	85,630	7,508
FIELD OFFICE ADMINISTRATION	66,867	67,578	711
LANDSCAPE MAINTENANCE	91,341	104,669	13,328
FACILITIES MAINTENANCE	53,592	90,469	36,878
FACILITIES MAINTENANCE (POOL)	3,606	6,096	2,490
TOTAL EXPENDITURES	\$ 444,006	\$ 507,469	\$ 63,463

**CORY LAKES
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
NOVEMBER 30, 2023**

	GENERAL FUND	DEBT SERVICE 2013	DEBT SERVICE 2013A1	SERIES 2017 NOTE	TOTAL GOVERNMENTA FUNDS
1 ASSETS					
2 Operating account					
3 Iberia - operating account	\$ 10,404	\$ -	\$ -	\$ -	\$ 10,404
4 Iberia - debit card	2,856	-	-	-	2,856
5 Suntrust - operating account-2700	24,080	-	-	-	24,080
6 Suntrust - operating account-2321	151,257	-	-	-	151,257
7 Suntrust - debit card	5,407	-	-	-	5,407
8 MMK account	292,879	-	-	-	292,879
9 MMK account-restricted cash	-	-	-	-	-
10 Investments					
11 Revenue	-	82,497	-	18,565	101,061
12 Reserve	-	42,556	-	10,002	52,558
13 Prepayment	-	-	-	-	-
14 Sinking fund	-	3,296	-	-	3,296
15 Undeposited funds	-	-	-	-	-
16 Due from other	3,918	-	-	-	3,918
17 Due from other funds					
18 Debt service fund - series 2013 A-1	-	-	40,150	-	40,150
19 General fund	-	3	3	-	6
20 Retainer	-	-	-	-	-
21 Accounts receivable-On Roll Assessments	2,426,952	101,842	-	-	2,528,794
22 Accounts receivable	948	-	-	-	948
23 Prepays	7,860	-	-	-	7,860
24 Deposits	23,154	-	-	-	23,154
25 Total assets	<u>\$ 2,949,716</u>	<u>\$ 230,194</u>	<u>\$ 40,152</u>	<u>\$ 28,566</u>	<u>\$ 3,248,627</u>
26 LIABILITIES					
27 Liabilities:					
28 Accounts payable	\$ 93,471	\$ -	\$ -	\$ -	\$ 93,471
29 Accrued expenses payable	-	-	-	-	-
30 Due to other funds	-	-	-	-	-
31 Deferred revenue-On roll assessments	2,426,952	101,842	-	-	2,528,794
32 Due to debt service fund - series 2013 A-1	6	40,150	-	-	40,155
33 Other payables	-	-	-	-	-
34 Rental deposits	4,714	-	-	-	4,714
35 JSAPP deposit	-	-	-	-	-
36 Total liabilities	<u>2,525,143</u>	<u>141,992</u>	<u>-</u>	<u>-</u>	<u>2,667,135</u>
37 FUND BALANCES					
38 Nonspendable	31,015	-	-	-	31,015
39 Restricted for	-	-	-	-	-
40 Debt service	-	88,202	40,152	28,566	156,921
41 Assigned	-	-	-	-	-
42 Working capital	33,558	-	-	-	33,558
43 Assigned	360,000	-	-	-	360,000
44 Unassigned	-	-	-	-	-
45 Total fund balances	<u>424,572</u>	<u>88,202</u>	<u>40,152</u>	<u>28,566</u>	<u>581,493</u>
46 Total liabilities and fund balances	<u>\$ 2,949,716</u>	<u>\$ 230,194</u>	<u>\$ 40,152</u>	<u>\$ 28,566</u>	<u>\$ 3,248,627</u>

**CORY LAKES
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
FOR THE PERIOD BEGINNING OCTOBER 1, 2023 THROUGH NOVEMBER 30, 2023**

	FY 2024 ADOPTED BUDGET	YTD BUDGET	YTD ACTUAL	YTD VARIANCE FAV (UNFAV)
1 REVENUES				
2 Assessment levy: net of discounts	\$ 2,478,590	\$ -	\$ -	\$ -
3 Interest and miscellaneous	43,712	7,285	6,077	(1,208)
4 Transfer of cash from closed debt service accounts	28,556	-	-	-
5 Total revenues	<u>2,550,858</u>	<u>7,285</u>	<u>6,077</u>	<u>(1,208)</u>
6 EXPENDITURES				
7 Professional & admin				
8 Supervisors	12,000	2,000	3,000	(1,000)
9 Payroll services	600	100	183	(83)
10 Payroll taxes - FICA	1,225	204	230	(25)
11 Payroll taxes - unemployment	-	-	-	-
12 District management	70,000	11,667	11,772	(105)
13 Assessment roll preparation	-	-	-	-
14 Bond amortization schedule fee	-	-	-	-
15 Disclosure report	-	-	-	-
16 Trustee	7,750	1,292	593	699
17 Audit	6,400	1,067	-	1,067
18 Arbitrage rebate calculation	2,500	417	-	417
19 Legal - general counsel	15,000	2,500	363	2,138
20 Engineering	15,000	2,500	213	2,288
21 Insurance: general liability & public officials	40,500	40,500	51,459	(10,959)
22 Insurance: worker's compensation	5,500	5,500	3,799	1,701
23 Legal advertising and Sunshine Board	1,500	250	2,589	(2,339)
24 Bank fees	1,500	250	175	75
25 Credit card discount	200	33	-	33
26 Dues & licenses	175	175	175	-
27 Postage	2,000	333	-	333
28 Office supplies	-	-	-	-
29 Tax collector	103,275	17,213	29	17,184
30 Contingencies	2,000	333	-	333
31 COI	-	-	-	-
32 Total Administrative	<u>287,125</u>	<u>86,333</u>	<u>74,577</u>	<u>11,756</u>

**CORY LAKES
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
FOR THE PERIOD BEGINNING OCTOBER 1, 2023 THROUGH NOVEMBER 30, 2023**

	FY 2024 ADOPTED BUDGET	YTD BUDGET	YTD ACTUAL	YTD VARIANCE FAV (UNFAV)
33 Field Operations				
34 Utilities				
35 Communication	33,896	5,649	5,134	515
36 Website	705	118	-	118
37 ADA website compliance	210	210	210	-
38 Streetlights	241,863	40,311	43,929	(3,619)
39 Electricity	82,593	13,766	16,363	(2,598)
40 Propane	400	67	-	67
41 Water, sewer & irrigation	24,975	4,163	5,617	(1,454)
42 Solid waste removal	9,439	1,573	1,509	65
43 Sewer lift stations	5,032	839	3,140	(2,301)
44 Total Utilities	<u>399,113</u>	<u>66,694</u>	<u>75,902</u>	<u>(9,208)</u>
45 Security operations				-
46 Security staffing contract services	347,923	57,987	52,402	5,585
47 Rover Service - 8 hour service - 7 days a week	90,854	15,142	13,538	1,605
48 Contractual virtual guard	59,000	9,833	10,709	(876)
49 Off-duty policing	16,000	2,667	1,472	1,195
50 Total Utilities	<u>513,777</u>	<u>85,630</u>	<u>78,121</u>	<u>7,508</u>
51 Field office administration				
52 Field Manager	67,295	11,216	9,977	1,239
53 Assistant Field Manager	6,515	1,086	545	541
54 Office administrator	62,595	10,433	10,032	401
55 Payroll taxes	15,000	2,500	1,796	704
56 Seasonal decorations	60,000	29,475	29,475	-
57 Beach club office equipment	4,500	750	417	333
58 Beach club office supplies	4,500	750	495	255
59 Beach club gym supplies	18,100	3,017	2,345	672
60 Guard office equipment	1,000	167	-	167
61 Guard office supplies	1,500	250	-	250
62 Community events supplies	14,272	2,379	8,746	(6,368)
63 Pool & beach club attendants	26,000	4,333	3,039	1,294
64 Miscellaneous field expense-reserve study	7,340	1,223	-	1,223
65 Total Field office administration	<u>288,617</u>	<u>67,578</u>	<u>66,867</u>	<u>711</u>

**CORY LAKES
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
FOR THE PERIOD BEGINNING OCTOBER 1, 2023 THROUGH NOVEMBER 30, 2023**

	FY 2024 ADOPTED BUDGET	YTD BUDGET	YTD ACTUAL	YTD VARIANCE FAV (UNFAV)
66 Landscape Maintenance				
67 Landscaping	343,885	57,314	57,744	(430)
68 Mulch	50,000	8,333	1,170	7,163
69 Landscape review contract	3,000	2,000	2,000	-
70 Beach sand	6,000	1,000	-	1,000
71 Annuals & seasonal plant installation	7,500	1,665	1,665	-
72 Plant replacement	15,000	2,500	-	2,500
73 Sod replacement	5,000	833	-	833
74 Well maintenance - irrigation	3,000	500	-	500
75 Irrigation - maintenance	7,500	1,250	918	332
76 Tree removal, replacement and maintenance	20,000	20,000	20,000	-
77 Lake & pond maintenance	55,640	9,273	7,844	1,429
78 Total Landscape maintenace	<u>516,525</u>	<u>104,669</u>	<u>91,341</u>	<u>13,328</u>
79 Facilities maintenance				
80 Outside maintenance	49,815	8,303	1,132	7,171
81 Capital reinvestment note 2022 repayment	154,000	25,667	7,831	17,835
82 Car and cart repairs and maintenance	6,000	1,000	511	489
83 Rentals and leases	9,200	1,533	1,235	298
84 Cleaning	20,000	3,333	2,860	473
85 Pest control	1,800	300	325	(25)
86 Security gate maintenance & repair	5,000	833	120	713
87 Security gate maintenance & repair - Cachet	2,500	417	-	417
88 Monuments & signs	5,000	833	-	833
89 Fountains	7,000	1,167	-	1,167
90 Storm water drainage	35,000	5,833	-	5,833
91 Recreation equipment maintenance & repair	15,000	2,500	2,263	237
92 Building equipment maintenance & repair	15,000	2,500	2,315	185
93 Pressure washing	7,500	1,250	-	1,250
94 Paver, streets and sidewalk repairs, cleaning	55,000	35,000	35,000	-
95 Total Facilities maintenace	<u>387,815</u>	<u>90,469</u>	<u>53,592</u>	<u>36,878</u>
96 Facilities maintenance (pool)				
97 Pool maintenance	21,000	3,500	3,450	50
98 Pool repairs	7,000	1,167	-	1,167
99 Pool heater utilities	8,000	1,333	156	1,178
100 Pool permit	575	96	-	96
101 Total Facilities maintenace (pool)	<u>36,575</u>	<u>6,096</u>	<u>3,606</u>	<u>2,490</u>
102 Total Field operations	<u>2,142,422</u>	<u>421,135</u>	<u>369,428</u>	<u>51,707</u>

**CORY LAKES
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
FOR THE PERIOD BEGINNING OCTOBER 1, 2023 THROUGH NOVEMBER 30, 2023**

	FY 2024 ADOPTED BUDGET	YTD BUDGET	YTD ACTUAL	YTD VARIANCE FAV (UNFAV)
103 Infrastructure reinvestment				
104 Capital improvement program				
105 Capital outlay	-	-	-	-
106 Total Infrastructure reinvestment	-	-	-	-
107 Total expenditures	<u>2,429,547</u>	<u>507,469</u>	<u>444,006</u>	<u>63,463</u>
108 Increase in fund balance				
109 Increase in fund balance - Weir project	53,784	8,964	-	(8,964)
110 Increase in fund balance - Operating capital	<u>67,527</u>	<u>11,255</u>	-	<u>(11,255)</u>
111 Total Infrastructure reinvestment	<u>121,311</u>	<u>20,219</u>	-	<u>(11,255)</u>
112 Excess/(deficiency) of revenues over/(under)	<u>-</u>	<u>(520,402)</u>	<u>(437,928)</u>	<u>51,001</u>
113 Fund balance - beginning (unaudited)	<u>1,004,835</u>	<u>1,004,835</u>	<u>862,500</u>	<u>142,335</u>
114 Fund balance - ending	<u>\$ 1,004,835</u>	<u>\$ 484,433</u>	<u>\$ 424,571</u>	<u>\$ (59,862)</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 NOVEMBER 30, 2023**

	FY 2024 ADOPTED BUDGET	YTD BUDGET	YTD ACTUAL	YTD VARIANCE FAV (UNFAV)
REVENUES				
Assessment levy: net of discounts	\$ 104,009	\$ -	\$ -	\$ -
Interest	-	-	1,468	1,468
2013 A-1 bond close out	-	-	3,296	3,296
Total revenues	<u>104,009</u>	<u>-</u>	<u>4,764</u>	<u>4,764</u>
EXPENDITURES				
Debt Service				
Principal	30,000	5,000	25,000	(20,000)
Principal prepayment	-	-	-	-
Interest	69,675	11,613	28,728	(17,116)
Total debt service	<u>99,675</u>	<u>16,613</u>	<u>53,728</u>	<u>(37,116)</u>
Other fees & charges				
Tax collector	4,334	722	-	722
Total other fees & charges	4,334	722	-	722
Total expenditures	<u>104,009</u>	<u>17,335</u>	<u>53,728</u>	<u>(36,393)</u>
Excess/(deficiency) of revenues over/(under)	<u>-</u>	<u>(17,335)</u>	<u>(48,964)</u>	<u>(31,629)</u>
	\$ 1,913			
Fund balance - beginning (unaudited)	167,795	167,795	137,166	30,629
Fund balance - ending	<u>\$ 169,708</u>	<u>\$ 150,460</u>	<u>\$ 88,203</u>	<u>\$ (62,258)</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 NOVEMBER 30, 2023**

	FY 2023 ADOPTED BUDGET	YTD BUDGET	YTD ACTUAL	YTD VARIANCE FAV (UNFAV)
REVENUES				
Assessment levy: net of discounts	\$ -	\$ -	\$ -	\$ -
Interest	-	-	27	27
Total revenues	<u>-</u>	<u>-</u>	<u>27</u>	<u>27</u>
EXPENDITURES				
Debt Service				
Principal	-	-	-	-
Principal prepayment	-	-	-	-
Interest	-	-	-	-
Total debt service	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Other fees & charges				
Tax collector	-	-	-	-
Bond close out expense	-	-	3,296	-
Total other fees & charges	<u>-</u>	<u>-</u>	<u>3,296</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>	<u>3,296</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under)	<u>-</u>	<u>-</u>	<u>(3,269)</u>	<u>27</u>
	1,912.74			
Fund balance - beginning (unaudited)	-	-	43,421	(43,421)
Fund balance - ending	<u>\$ 1,914</u>	<u>\$ -</u>	<u>\$ 40,152</u>	<u>\$ 40,152</u>

Cory Lakes

Community Development District

EXHIBIT

5

AGENDA

CORY LAKE ISLES COMMUNITY DEVELOPMENT DISTRICT

2 HOUR BEACH CLUB USAGE AGREEMENT

This agreement for use of the CLI Beach Club for up to 2 hours at no charge is made between the Cory Lake Isles 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 of event _____

Type of Event _____

_____ Check here is physical activity will occur during the event (dancing, yoga, exercise, etc.)

Terms & Conditions:

1. The Renter will be responsible for all guests at all time.
2. If a fee is to be paid by those in attendance for a class of any kind, the full CDD must approve access to the Beach Club ,a COI and background check of the instructor may also be required.
3. The Renter must remain on the property during the entire event.
4. The Beach Club must be restored to its original layout, all trash must be removed after the event, all folding tables and chairs must be restored to their racks.
5. 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 of the Beach Club.
6. A valid certificate of insurance must be on file for all vendors within 10 days prior to the event. Failure to provide a COI will result in the vendor being turned away at the time of the event.
7. No district property shall be removed from the Beach Club.
8. The Beach Club must remain open for use by the other residents of Cory Lake Isles during the event.
9. The District staff will determine if more than one free rental is scheduled during the time requested by the Renter. If the renter wants exclusive use, they should fill out the Beach Club Rental agreement and pay the required fees.
10. The Beach Club is available for use up to two (2) total hours including set up and post-event clean up between the hours of 9am to 8pm daily.

The Renter certified 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 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 the the violation of Beach Club rules.

Renter signature _____

Date _____

District Staff signature _____

Date _____

Cory Lakes

Community Development District

EXHIBIT

6

AGENDA

1 **SUMMARY OF MOTIONS MINUTES OF**

2 **12/21/23 AUDIT COMMITTEE MEETING**

3 **CORY LAKES COMMUNITY DEVELOPMENT DISTRICT**

4 The Audit Committee Meeting of the Board of Supervisors of the Cory Lakes Community
5 Development District was held Thursday, December 21, 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/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 Chairman Castillo called the meeting to order at 6:01 p.m., discussed the proceedings for the
13 evening, and conducted roll call.

14 Present and constituting a quorum were:

- | | | |
|----|------------------|---------------------------------------|
| 15 | Jorge Castillo | Board Supervisor, Chairman |
| 16 | Ann Belyea | Board Supervisor, Chairwoman |
| 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 (via Zoom) | 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. Acoff, WITH ALL IN FAVOR, the Committee
28 approved the **November 2023 Audit Committee Meeting Minutes with the Noted Correction**, for the
29 Cory Lakes Community Development District.

30
31

Signature

Signature

32

Printed Name

Printed Name

33 **Title:** Secretary Assistant Secretary

Title: Chairman Vice Chairman

34
Disclaimer: Readers should be aware that these summary minutes are intended to provide highlights of topic discussions and items being considered.

Cory Lakes

Community Development District

EXHIBIT

7

AGENDA

1 **MINUTES OF 12/21/23 AUDIT COMMITTEE MEETING**
2 **CORY LAKES COMMUNITY DEVELOPMENT DISTRICT**
3

4 The Audit Committee Meeting of the Board of Supervisors of the Cory Lakes Community Development
5 District was held Thursday, December 21, 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
9 1918, Passcode: 123456.

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

11 Chairman Castillo called the meeting to order at 6:01 p.m., discussed the proceedings for the evening,
12 and conducted roll call.

13 Present and constituting a quorum were:

14 Jorge Castillo	Board Supervisor, Chairman
15 Ann Belyea	Board Supervisor, Chairwoman
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 (<i>via Zoom</i>)	District Manager, BREEZE
22 Vivek Babbar	District Counsel, SRV
23 John Hall	Facilities Manager, CLI
24 Dominique Green	Office Administrator, CLI

25

26 *The following is a summary of the discussions and actions taken at the December 21, 2023 Cory Lakes CDD*
27 *Board of Supervisors Audit Committee Meeting.*

28 **SECOND ORDER OF BUSINESS – Audience Comments**

29 *There being none, the next item followed.*

30 **THIRD ORDER OF BUSINESS – Business Items**

31 **A. Review/Discussion of RFP Submissions**

32 Mr. Krause addressed the Chairman and explained the process and objectives of this item. He discussed
33 that each company would provide audit services for three (3) years. The two (2) companies that submitted their
34 proposals were DiBartolomeo, McBee, Hartley & Barnes, PA and Grau & Associates, which is the current
35 auditor. Mr. Krause said that each Supervisor would evaluate based on the criteria, which includes 30 points for
36 price and 10 points for the ability of personnel, as the latter also represents proposer experience. He added that
37 points would be summed up and given to him to determine a total, and the Audit Committee would make a
38 recommendation to the CDD Board on which company should be chosen as the auditor. Mr. Krause stated that
39 the Board will review the minutes of the previous meeting and make the motion to approve at the Regular
40 Meeting. He presented the qualifications, experience, and cost of each company as shown in the agenda. Ms.
41 Thibault informed the Committee that the audit years being considered were 2023, 2024, and 2025. Supervisor
42 Acoff asked when the payment would be made to the auditors. Chairman Castillo asked if the fee to be paid in
43 2024 would be for the audit of the previous fiscal year, and Ms. Thibault confirmed that was correct.

44 Supervisor Acoff asked about the unit costs, such as copying and shipping, and if these fees are separate.
45 He commented that it would make a significant difference on the costs. Mr. Krause noted that the fees are

46 inclusive and if there were changes, it would have to be discussed and approved by the firm and the Board. Mr.
47 Babbar explained that a potential increase could be made if financial statements were not seen and if there was
48 an additional scope of work wherein the vendor would send notice in advance. Supervisor Acoff clarified that
49 there are no additional costs from the mentioned units. Ms. Thibault added that, based on her experience in the
50 field, there would only be an increase if there was a new bond which was not disclosed.

51 Vice Chair Belyea asked if the current company had started its audit. Ms. Thibault said that Grau &
52 Associates had not started yet, and explained the first step of the audit, wherein a letter of confirmation should
53 have been submitted. Supervisor Acoff clarified that Grau & Associates was not under contract currently.
54 Chairman Castillo asked the difference in terms of service as compared with the previous year. Mr. Babbar
55 answered that the scope of service is the same, and mentioned that audits were submitted late last year.
56 Supervisor Acoff raised questions about the calendar month of the existing contract and the renewal date for
57 Grau & Associates. Mr. Babbar said that the current audit company should have sent a confirmation letter by
58 January or February. Supervisor McIntyre asked if Grau & Associates was late with the audit submission, and
59 Mr. Babbar said that he would confirm it. Supervisor Acoff noted that it was either June or July of last year.
60 Supervisor McIntyre asked if Breeze has worked with DiBartolomeo, McBee, Hartley & Barnes, PA and their
61 performance, and Mr. Krause verified that their team has experience working with them and, and that they are
62 satisfied with their service.

- 63 1. Exhibit 1: RFP
- 64 2. Exhibit 2: Vendor Comparison Sheet
- 65 3. Exhibit 3: Grau & Associates
- 66 4. Exhibit 4: DiBartolomeo, McBee, Hartley & Barnes, PA

67 **B. Exhibit 5: Ranking RFP Respondents**

68 Mr. Babbar recommended Committee Members fill out the evaluation forms and give those to Mr.
69 Krause to calculate the total. He noted that if all other items were equal, Committee Members could deliberate
70 more on price, and the Board agreed. Chairman Castillo clarified that the motion will be made at the Regular
71 Meeting.

72 **C. Auditor Committee's Recommendation for Auditor Services**

73 Mr. Krause summarized the results of the assessment, which recommended DiBartolomeo, McBee,
74 Hartley & Barnes, PA, as the new auditor for the District. Supervisor Acoff asked the effectivity of the service
75 and confirmed that the termination letter will be sent to Grau & Associates by this week or the following week.
76 Supervisor Fontcha asked staff to ask the new audit company for a discount.

77 **FOURTH ORDER OF BUSINESS – Administrative Items**

78 **A. Exhibit 6: Approval of November 2023 Audit Committee Meeting Minutes**

79 Supervisor Acoff corrected that on line 50, it was Supervisor Fontcha that recommended to change it to
80 30%, and mentioned that he agreed that time.

81 On a MOTION by Mr. Castillo, SECONDED by Mr. Acoff, WITH ALL IN FAVOR, the Committee approved
82 the **November 2023 Audit Committee Meeting Minutes with the Noted Correction**, for the Cory Lakes
83 Community Development District.

84 **FIFTH ORDER OF BUSINESS – Adjournment**

85 Chairman Castillo adjourned the meeting at 6:24 p.m.

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

89 **Meeting minutes were approved at a meeting by vote of the Audit Committee Members at a publicly noticed**
90 **meeting held on _____.**

91

Signature

Signature

92 _____
Printed Name

Printed Name

93 **Title:** **Secretary** **Assistant Secretary**

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

Cory Lakes

Community Development District

EXHIBIT

8

AGENDA

1 **SUMMARY OF MOTIONS MINUTES OF**

2 **12/21/23 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, December 21, 2023 at 6:00 p.m. at Cory Lakes Beach Club, 10441 Cory Lake
6 Drive, Tampa, Florida 33647. The public was able to listen and/or participate in person as well as via
7 ZOOM, at <https://us02web.zoom.us/j/83731431918?pwd=clMzOTNheDErWDFaQU9QUFFXSjRZdz09>,
8 Meeting ID: 837 3143 1918, Passcode: 123456, or telephonically at +1-305-224-1968, Meeting ID: 837
9 3143 1918, Passcode: 123456.

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

11 Chairman Castillo called the meeting to order at 6:25 p.m., then led everyone in reciting the Pledge
12 of Allegiance.

13 Present and constituting a quorum were:

14	Jorge Castillo	Board Supervisor, Chairman
15	Ann Belyea	Board Supervisor, Chairwoman
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	Vivek Babbar	District Counsel, SRV
23	John Hall	Facilities Manager, CLI
24	Dominique Green	Office Administrator, CLI
25	Bob Burbank	General Manager, Allied Universal
26	Joe LoBianco	Senior Regional VP, Allied Universal
27	Steve Small	Account Manager, LMP
28	Sheryl Springer	POA President, CLI

30 On a MOTION by Mr. Fontcha, SECONDED by Mr. Acoff, WITH ALL IN FAVOR, the Board accepted
31 the **October 2023 Unaudited Financial Statement**, for the Cory Lakes Community Development District.

33 On a MOTION by Ms. Belyea, SECONDED by Mr. Castillo, WITH ALL IN FAVOR, the Board accepted
34 the **Recommendation of the Audit Committee to Name DiBartolomeo, McBee, Hartley & Barnes, PA**
35 **as The District’s New Auditors**, for the Cory Lakes Community Development District.

37 On a MOTION by Ms. Belyea, SECONDED by Mr. Fontcha, WITH ALL IN FAVOR, the Board approved
38 the **November 7, 2023, Special Budget Meeting Minutes**, for the Cory Lakes Community Development
39 District.

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. McIntyre, SECONDED by Mr. Castillo, WITH ALL IN FAVOR, the Board
42 approved the **November 16, 2023, Regular Meeting Minutes**, for the Cory Lakes Community
43 Development District.

44

45 On a MOTION by Ms. Belyea, SECONDED by Mr. Castillo, WITH ALL IN FAVOR, the Board approved
46 the **Appointment of Breeze as Temporary District Employee Liaison with No Additional Cost**, for the
47 Cory Lakes Community Development District.

48

49

Signature

Signature

50

Printed Name

Printed Name

51 **Title:** **Secretary** **Assistant Secretary**

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

52

Cory Lakes

Community Development District

EXHIBIT

9

AGENDA

1 **MINUTES OF 12/21/23 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, December 21, 2023 at 6:00 p.m. at Cory Lakes Beach Club, 10441 Cory Lake Drive, Tampa,
6 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
9 1918, Passcode: 123456.

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

11 Chairman Castillo called the meeting to order at 6:25 p.m., then led everyone in reciting the Pledge of
12 Allegiance.

13 Present and constituting a quorum were:

14	Jorge Castillo	Board Supervisor, Chairman
15	Ann Belyea	Board Supervisor, Chairwoman
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 (<i>via Zoom</i>)	District Manager, BREEZE
22	Vivek Babbar	District Counsel, SRV
23	John Hall	Facilities Manager, CLI
24	Dominique Green	Office Administrator, CLI
25	Bob Burbank	General Manager, Allied Universal
26	Joe LoBianco	Senior Regional VP, Allied Universal
27	Steve Small	Account Manager, LMP
28	Sheryl Springer	POA President, CLI

29 *The following is a summary of the discussions and actions taken at the December 21, 2023 Cory Lakes CDD*
30 *Board of Supervisors Regular Meeting.*

31 **SECOND ORDER OF BUSINESS – Chairman’s Opening Comments**

32 The Chairman thanked everyone and wished them happy holidays.

33 **THIRD ORDER OF BUSINESS – Other Supervisors’ Opening Comments**

34 Supervisor Acoff greeted everyone, wished them happy holidays and a happy new year, and stated that
35 he wanted to build trust with the residents.

36 Supervisor McIntyre welcomed everyone and wished them happy holidays and a happy new year. She
37 said that the Board would need to make changes to the budget as they move forward to 2024. She added that she
38 was there to represent the community and wanted to know how they feel about issues involving the community.

39 Vice Chair Belyea welcomed all to the meeting and thanked them for attending.

40 Supervisor Fontcha thanked all for attending and said he looked forward to a good meeting and year.

41 **FOURTH ORDER OF BUSINESS – Audience Comments**

42 Chairman Castillo opened Audience Comments.

43 Mr. Shah wished all well for the new year. He addressed the Board on non-agenda items and read, in
44 part, from a prepared statement about the defamation email from Mr. Babbar, who suggested he submit his
45 statement for filing in the District's records.

46 Mr. McDonald thanked all for serving on the CDD Board. He noted that costs must be controlled and
47 suggested compiling a list of staff members to include their job responsibilities and approval authority. He
48 suggested seeking opportunities to reduce costs, including a review of office hours. He also asked if community
49 events are needed and applauded the Board for changing auditors.

50 Mr. Taylor discussed the landscaping exhibit and contract, including questions on governance, oversight,
51 approval, and termination. He also suggested including contract amounts on the agenda and mentioned possible
52 benefits of reviewing the contract approval process.

53 Mr. Ramphal said that the holiday decorations were nice and asked how Form 6 affects the Board. Mr.
54 Babbar advised that Form 6 does not apply to Special Districts.

55 Mr. Guzman addressed the Board concerning non-agenda items.

56 Mr. Foster asked about the depth of scope for the discussion concerning the defamation email agenda
57 item. Mr. Babbar advised the email was included in the packet for the record, and for residents and Supervisors
58 to understand the roles and responsibilities of all individuals in the community as it pertains to the CDD.

59 Mr. Santana noted that the District is in a difficult financial situation and questioned why two people
60 are handing out stickers from the office.

61 **SIXTH ORDER OF BUSINESS – Vendor Updates**

62 *This item was addressed out of order.*

63 **A. Envera**

64 *There being none, the next item followed.*

65 **C. Allied Universal**

66 *This item was addressed out of order.*

67 Allied noted that three (3) updated proposals were submitted and that the goal was for them to get to
68 market wages. Supervisor McIntyre asked why the wages go up with each proposal. Allied said that they
69 are trying to increase the wages and share the profits with their staff. They mentioned that there is a
70 catch-up term from pre to post-COVID.

71 1. Exhibit 5: Updated Proposals

72 Supervisor Acoff asked why there were three different pay rates for staff per the three proposals.
73 Allied responded that the difference is the quality of the officer working the gate. Supervisor McIntyre
74 said that if staff hours were reduced, the District would need to add cameras and other technology. She
75 also questioned Allied for sharing District savings with their staff. Allied said that they could flatline the
76 hourly rate. Supervisor Acoff inquired if they could redirect all visitors to one gate after hours. Allied
77 answered yes.

78 Chairman Castillo commented that he liked the 24-hour manned gates when he moved in. He
79 thought that most of the community wanted a manned gate with less technology. He asked when the
80 newer prices would go into effect. Allied responded January 1. Chairman Castillo said the District is not
81 budgeted for the increase. Allied informed the Supervisors that they do not control the wages. Vice Chair
82 Belyea said that the company controls the profit. Allied asked what hours the Board prefers. The Board
83 stated it wanted to stay at the current level of hours.

84 Supervisor McIntyre asked what would happen if the District did not change service. Allied
85 answered that they would try it and see what happens. Supervisor McIntyre told them that the residents

86 wanted to know what they are paying for. She said that they might look at getting other quotes from
87 other security companies. Allied clarified that the District had given one raise in the last three years.

88 Supervisor Acoff asked what a good comprise would be for wages; Allied replied \$16.00 to
89 \$17.00 per hour and noted that the District is currently paying \$15.00 per hour. Supervisor Fontcha said
90 that they are in a difficult financial position and cannot find the money at this time. He suggested tabling
91 the proposals to the next budget cycle, and Allied agreed.

92 Ms. Thibault noted that the \$40,000 difference in the cheapest option cannot be supported by
93 the current budget and suggested that Allied profit margins be adjusted. Ms. Thibault advised that the
94 budgetary process starts in April and invited Allied to bring back new proposals then.

95 **B. Landscape Maintenance Professionals (LMP)**

96 *This item was addressed out of order.*

97 Mr. Small addressed the Board, who asked to table the contract and fuel surcharge items until the
98 meeting on January 18th. Chairman Castillo asked Mr. Small to work with Mr. Hall and Mr. Krause to invite the
99 people he would recommend could review and discuss the contract. Mr. Krause said that the official invitation
100 would be sent to LMP for discussion of these items.

101 Mr. Small discussed some community updates. Supervisor McIntyre advised that the Board had
102 requested a cost for removing and adding the mulch. She asked Mr. Hall if he was tracking costs. Mr. Hall
103 answered that he is.

104 Supervisor Acoff asked where LMP is compared to where they wanted to be at this point in the year.
105 Mr. Small said that they normally start cutbacks in February, but will start earlier this year, so they are ahead of
106 schedule. Mr. Small stated he felt they were at 90% or better.

- 107 1. Exhibit 2: LMP Contract - 11/22/2019
- 108 2. Exhibit 3: LMP Contract - 2/1/2023
- 109 3. Exhibit 4: Discussion on Fuel Surcharge

110 **FIFTH ORDER OF BUSINESS – Financial Items**

111 **A. Exhibit 1: Acceptance of the October 2023 Unaudited Financial Statement**

112 *This item was addressed out of order.*

113 Ms. Thibault advised that the Board should have received the most updated financials in hard copy. She
114 presented the balance sheet and said that they have now assigned \$360,000 for the WEIR remediation efforts
115 and noted several other updates. She also noted there was less revenue for October and that she expected the
116 District to receive more in late November.

117 Supervisor Acoff asked about a balance in the amount of \$67,567.52. Ms. Thibault said that the District
118 has a bit over \$700,000 for their total cash position. Supervisor Acoff asked about the outlook for the burn rate
119 in November based on trends he sees. Ms. Thibault said that they are close to the \$180,000 to \$200,000 mark
120 for their November burn rate, but that includes a \$50,000 insurance payment. She then pointed out the balance
121 sheet for assessments receivable. Supervisor Acoff requested page numbers for the financials. Ms. Thibault
122 advised she can do that and also number the rows going forward.

123 Supervisor McIntyre inquired if vendor payments are being held due to the current financial situation.
124 Ms. Thibault answered that this was not the case and added that the District has undergone the budgetary process
125 to set aside funds in working capital. Supervisor Acoff asked if they can get a rough estimate of the costs for
126 December to know if immediate adjustments are needed. Ms. Thibault said that she will incorporate a dashboard
127 showing the current charges, average monthly expenditures, and projected costs, and will also include a bar

128 graph representing expenses in relation to the budget in the next month. She noted that the financial issues for
129 the fiscal year 2023 should be closed and that she can determine the amount needed and present it to the Board.

130 Supervisor Acoff asked about Ms. Thibault's assessment of the District, and whether they are in a better
131 financial situation, given the limitations and the current management. Ms. Thibault said that she expected to
132 have a flatline budget and possibly some savings. Ms. Thibault said that they would review the financial
133 performance in detail by mid-year in March, for the Board to be fully aware of the financial status of the District.
134 She added that a variance report to discuss anything over 10% will also be provided.

135 Supervisor Acoff asked Mr. Hall and Ms. Green if there are repairs or other expenses needed that will
136 impact the budget. Ms. Green said to allot paper and ink for the agenda books. She informed Supervisors that
137 some residents come into the office occasionally to print items as well.

138 Supervisor McIntyre asked Ms. Thibault about Mr. McDonald's concern during the Audience
139 Comments on having two (2) people working in the office. Ms. Thibault was not on the line at this time.
140 Supervisor Acoff suggested letting Ms. Green investigate and see if she could restructure the office. Supervisor
141 Fontcha asked what the financial impact is if they have two (2) people in the office. Supervisor Acoff asked Ms.
142 Green to evaluate and seek a resolution. Ms. Green stated that most staff do not work full days unless it is going
143 to be a busy day, and noted the operating hours and explained that some hours are being covered by other staff.
144 Supervisor Acoff acknowledged that there will be overlap at times, which is understandable and part of
145 management, and suggested that if it is not working, adjustments will be made. Chairman Castillo commented
146 that there is a need to assess while keeping the service that the community would like to have. He noted that
147 before Ms. Green arrived, residents would go to the administration office and find it closed, as no one was there
148 to cover if the staff was sick, or Mr. Hall was out in the field. He advised all to be prudent with the budget and
149 asked if the level of service would be lowered to where people have concerns, and Supervisor Fontcha shared
150 that concern.

151 Supervisor McIntyre asked Mr. Hall if the office used to be open past 7:00 p.m., and Mr. Hall confirmed
152 that it was open until 9:00 p.m. Supervisor Acoff spoke of the current system and how it provides residents the
153 service level needed, and suggested that adjustments can be made to improve the process, if necessary, without
154 compromising service and controlling the cost at the same time. Supervisor McIntyre suggested that it might be
155 an advantage to keep the office open until 9:00 p.m. to monitor the facility. Mr. Hall said that people complained
156 before that office staff were doing other tasks. Chairman Castillo recommended keeping the office open until
157 7:00 p.m. unless residents raised concerns, and then the Board would revisit this item.

158 Chairman Castillo asked Ms. Thibault about the representation of non-spendables on the balance sheet
159 in the amount of \$55,969.00. Ms. Thibault clarified that that is for the total of the Prepaids and Deposits. She
160 added that these are assets of the District, but that the Board does not have access to it to spend at this point.

161 On a MOTION by Mr. Fontcha, SECONDED by Mr. Acoff, WITH ALL IN FAVOR, the Board accepted the
162 **October 2023 Unaudited Financial Statement**, for the Cory Lakes Community Development District.

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

164 The Audit Committee recommended DiBartolomeo, McBee, Hartley & Barnes, PA, for auditing
165 services. Vice Chair Belyea made a motion to accept the recommendation.

166 On a MOTION by Ms. Belyea, SECONDED by Mr. Castillo, WITH ALL IN FAVOR, the Board accepted the
167 **Recommendation of the Audit Committee to Name DiBartolomeo, McBee, Hartley & Barnes, PA as The**
168 **District's New Auditors**, for the Cory Lakes Community Development District.

169 **SEVENTH ORDER OF BUSINESS – Business Items**

170 **A. Exhibit 6: Access Central Barrier Arm Proposal for Cross Creek - \$7,082.14 – This item was**
171 *previously presented.*

172 Supervisor Acoff noted that The Board previously decided to table this proposal to the 3rd Quarter of
173 2024, either to April or May.

174 **B. Exhibit 7: UPDATE – Special Meeting between CLI POA & CDD, re: Community Covenants**
175 **& Bylaws – Setting a Meeting Date – This item was previously presented.**

176 Mr. Krause discussed and confirmed that the Special Meeting will be held on January 11, 2024, at 6:00
177 p.m. at the Cory Lake Isles Beach Club.

178 **C. Discussion: Changing District Rules to Policies – This item was previously presented.**

179 Mr. Krause said that this item was brought up because the policies, rules, and procedures need to be
180 updated, and District Counsel suggested a more convenient process. Mr. Babbar said the Board could notice its
181 desire to rescind the rules and procedures in favor of adopting policies and would need to publish an ad in a local
182 newspaper advertising either 10 days' notice or 29- and 28-days' notice, depending on the changes it wished to
183 make. Mr. Acoff asked District Counsel to provide more information. Mr. Babbar explained that the rules require
184 a formal process to allow the changes for fees and policies which involves a public hearing and a 29- and 28-
185 day notice, and added that if updates would be applied on the policies and not on the fees, then only the 10-day
186 notice would be necessary.

187 Supervisor McIntyre stated that the rules need to be changed because they are outdated, and Mr. Babbar
188 recommended that the Board review them internally and provide the District Manager with a copy of their
189 individual recommendations. Supervisor McIntyre clarified the suggestion to rescind the rules and make them
190 policies, and Mr. Babbar agreed. Mr. Babbar restated his recommendation and added that this will be included
191 in the agenda at the February meeting, and Chairman Castillo concurred. Supervisor McIntyre suggested Mr.
192 Hall and Ms. Green also review the rules and procedures. She also advised that before District Counsel reviews
193 them, the Board and staff should have already discussed and made changes.

194 Chairman Castillo agreed to have Mr. Hall and Ms. Green provide their inputs on the matter for
195 improvement. Vice Chair Belyea asked if the District has the Beach Club Usage Agreement for the residents to
196 sign. Chairman Castillo said that this will be discussed further in Item F. Ms. Green inquired if the mentioned
197 Agreement should be provided because there is no decision yet regarding its rules and policies and if this will
198 be added to the amended document. Mr. Babbar informed them that policies do not include agreements.
199 Supervisor Acoff suggested that both the staff and the Board should review the recommended revisions and
200 noted a template for Mr. Hall and Ms. Green to work on. Supervisor Fontcha agreed and mentioned staff
201 checking for redundancies first. Chairman Castillo said that the template District Counsel would share with staff
202 could provide new insights as well. Supervisor McIntyre summarized the discussion to state that Mr. Hall and
203 Ms. Green and all Supervisors would review the current Rules and Procedures and make their individual changes
204 and then provide that information to the District Manager by the February meeting. Mr. Babbar asked if he
205 should send the template; the Board said he should send it to all of them.

206 **D. Discussion: Billable Hours by Attorney**

207 Supervisor McIntyre addressed the Chairman and said that several residents are reaching out directly to
208 District Counsel. She asked if there is a need to raise legal fees because he is responding to the residents and if
209 all emails should come to the District Manager or Supervisors before sending them to District Counsel. Mr.
210 Babbar said that, in coordination with the District Manager, the budget was increased to let District Counsel
211 address District concerns before they turn into bigger issues. He informed Supervisors that he assesses the
212 subject matter of the email and what actions are to be taken. He also mentioned that he works with Ms. Thibault
213 and Mr. Krause when needed. Mr. Babbar noted it is his practice not to bill the District when individuals email
214 him.

215 **E. Discussion: MJS Tennis and Sports Proposal for Basketball Classes**

216 Supervisor Acoff recalled and wanted to confirm the process about forms to be filled out and submitted
217 to the Board for its evaluation. Supervisor McIntyre requested to put this on the agenda and asked Ms. Green if

218 she had the form. Ms. Green answered that she did not have the form. Chairman Castillo mentioned that there is
219 a form that Ms. Evans used for vendors, who provide their Certificate of Insurance (COI) and other details
220 needed. Mr. Hall stated that the form is saved on the office computer. Chairman Castillo recommended tabling
221 this item until completed forms are provided by the staff and submitted back to the Board, and the Board agreed.
222 Supervisor McIntyre suggested Ms. Green develop a procedure for this and post it in her office. Ms. Green
223 informed Supervisors about the current process, wherein residents submit a request that she then presents to the
224 Board. She asked Mr. Hall to show her the form. Supervisor Acoff acknowledged that a system should be put
225 into place to make this work. Supervisor McIntyre asked Mr. Krause if he had a copy of procedures from other
226 communities that Ms. Green can use as a guide. Mr. Krause said that he would check with Ms. Thibault and get
227 back to her.

228 **F. Discussion: Review of all Forms Currently Used by the CDD Office for the Use and Rental of**
229 **the Beach Club (BC)**

230 Supervisor McIntyre said that she asked to have all the forms put on the agenda because she had asked
231 office staff on two separate occasions in the past four weeks about the process to use the facility for free and was
232 told that she needed to pay \$50 for 2-hour usage. She asked Mr. Babbar about the Liability Agreement and if all
233 members of an active group needed to fill it out, and he confirmed that was the case. She then asked if everyone
234 who wanted fingerprint access to the facility needed to submit the Liability Agreement. Ms. Green advised that
235 there are two forms: the Liability Agreement for people and groups engaging in activities, and Mr. Hall added
236 there is also the Access and Use Agreement that would be required to be signed by everyone seeking fingerprint
237 access. Supervisor McIntyre said that on page 103 of the agenda, the Beach Club 2-Hour Usage Agreement
238 allows people 14 years of age or older to use the Beach Club. Supervisors advised that document should not be
239 used by staff in its current draft, as it also limits guests to 25. Vice Chair Belyea confirmed that there is free
240 usage of the facility for non-exclusive use, and that residents can make reservations in the office. Ms. Green
241 confirmed this and explained the differences between some of the forms and added that staff needs to be advised
242 as to what forms to use. Supervisor McIntyre agreed and noted that is why these items were on the agenda to be
243 discussed. Supervisor Fontcha asked if they needed a form for non-exclusive two-hour use, and Vice Chair
244 Belyea stated she felt they did not.

245 Mr. Hall said that people ask him all the time why they should fill out a form when they can just use the
246 Beach Club until 9:00 p.m. Vice Chair Belyea stated that there should only be a rental agreement for exclusive
247 use. Supervisor Acoff suggested that if someone wants to use the facility for two hours, they should be able to
248 schedule that for a specific area of the Beach Club. Supervisor McIntyre said the current system is potentially
249 chaotic and that they should return to having people fill out a reservation form and have staff review and organize
250 people accordingly, as this was previously done successfully. She reiterated that things need to be scheduled.

251 Mr. Hall provided a hypothetical scenario wherein multiple groups were in the facility and one group
252 was being disruptive, and how it would be easier for the Rover and Security to ask that disruptive group to leave
253 if there were reservations in place. Supervisor McIntyre said the previous system worked and that all they needed
254 to do was update the two-hour use agreement. Mr. Hall made an argument for having an agreement in place as
255 well to assist staff in enforcement. Vice Chair Belyea asked if an agreement was needed, or if residents could
256 just visit the office and talk with staff to make a reservation. Supervisor McIntyre said an agreement was needed
257 because it would include action items to be undertaken by the user, such as taking out their trash. Chairman
258 Castillo said he supported staff and wanted to pursue whatever course works best and makes staff's jobs easier
259 and simpler, but that he does not want paying residents turned away from the Beach Club. Supervisor Acoff said
260 that some controls need to be put in place.

261 Mr. Babbar said that his understanding was that an agreement would provide guidance to the Rover to
262 prioritize the needs of those who have an agreement in place over those who do not. He added that if two groups
263 have agreements and one is being disruptive, staff should use their reasonable and best standard to apply any
264 enforcement and not have to call Mr. Hall. Supervisor McIntyre reviewed the discussion and said she heard that
265 it is necessary to have a 2-Hour Usage Agreement, and Chairman Castillo agreed if staff felt it would be needed.

266 Supervisor McIntyre said the form on page 103 needed to be updated. Mr. Babbar stated that some forms need
267 to be revised and include a non-exclusive reservation to the Two-Hour Usage Agreement. Supervisor McIntyre
268 offered to rewrite the agreement with the help of Mr. Hall and Ms. Green and present it at the next meeting, and
269 the Board agreed. Mr. Babbar proposed the verbiage be revised from “Usage Agreement” to “Non-Exclusive
270 Reservation Agreement.”

- 271 1. Exhibit 8: BC 2-Hour Usage Agreement
- 272 2. Exhibit 9: BC 2- or 6-Hour Rental Agreement
- 273 3. Exhibit 10: BC Rental Office Assistant & Party Attendant Checklists
- 274 4. Exhibit 11: BC Access to and Use Agreement for Fingerprints

275 Supervisor McIntyre clarified the age permitted to use the facilities as shown on page 113 of the agenda.
276 Mr. Babbar referred to the Fair Housing Act, wherein one cannot restrict access based on age alone unless
277 insurance recommendations and guidance provide that direction. Supervisors asked the Board if they could let
278 Ms. Green use the form on page 103 until updated, and the Board agreed.

- 279 5. Exhibit 12: BC Risk and Liability Waiver

280 **G. Exhibit 13: Discussion – Review of District Rules and Regulations Currently posted on the**
281 **CDD Website**

282 *This item was included in the discussion of the previous items.*

283 **H. Exhibit 14: Discussion – Insurance Letter Regarding Allowing Parking at the Morris Bridge**
284 **Entrance**

285 Mr. Krause discussed the area involved at the Morris Bridge Gate and the response of the insurance
286 company. Chairman Castillo said that his understanding of the insurance response is that the District has a
287 significant liability, and Supervisor McIntyre agreed. Mr. Babbar recommended creating a notice and e-blasting
288 a message to residents then printing and posting the message and resending it repeatedly until school resumes in
289 a week. He also suggested the District to no longer allow the lots to be used as parking or waiting areas, and Mr.
290 Krause advised that it is also for the children’s safety and was directed to draft a notice and send it to Ms. Green
291 as soon as possible. He said that this would be sent out as an email to residents and would be posted at the
292 guardhouse. Supervisor Acoff recommended that the Cory Lakes CDD letterhead be used and to have the District
293 Counsel and the insurance company sign the notice. Chairman Castillo suggested staff hand out flyers to let the
294 residents know that this is official and for them to find other options.

295 **EIGHTH ORDER OF BUSINESS – Approval of Minutes**

296 **A. Board of Supervisors: November 7, 2023, Special Budget Meeting**

- 297 1. Exhibit 15: Summary of Motions
- 298 2. Exhibit 16: Special Budget Meeting

299 Supervisor Acoff commented on line 112 and lines 568 to 569 regarding the statement of the asphalt but
300 determined to not make the revision. Vice Chair Belyea made a motion to accept the Special Budget Meeting
301 Minutes.

302 On a MOTION by Ms. Belyea, SECONDED by Mr. Fontcha, WITH ALL IN FAVOR, the Board approved the
303 **November 7, 2023, Special Budget Meeting Minutes**, for the Cory Lakes Community Development District.

304 **B. Board of Supervisors: November 16, 2023, Regular Meeting**

- 305 1. Exhibit 17: Summary of Motions
- 306 2. Exhibit 18: Regular Meeting

307 On a MOTION by Ms. McIntyre, SECONDED by Mr. Castillo, WITH ALL IN FAVOR, the Board approved
308 the **November 16, 2023, Regular Meeting Minutes**, for the Cory Lakes Community Development District.

309 3. Exhibit 19: Action/Agenda or Completed Items

310 **NINTH ORDER OF BUSINESS – Staff Reports**

311 **A. District Engineer: Johnson Engineering, Inc.**

312 The District Engineer was not present at the meeting. Chairman Castillo mentioned about the WEIRS.
313 Mr. Hall said that he spoke to an engineer and asked them for the names of vendors two (2) to three (3) months
314 ago, but they have not responded yet. Mr. Krause and Mr. Hall noted that several vendors were not showing an
315 interest in this project. Ms. Thibault informed all that she asked another engineer to send other vendor options.

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

317 2. Exhibit 25: Recommendation for District Employee Liaison

318 *This item was addressed out of order.*

319 Ms. Thibault suggested appointing Breeze as temporary District Employee Liaison, wherein Supervisors
320 will communicate their District employee concerns to Breeze. This item is to be brought up again in next month's
321 agenda. Supervisor McIntyre clarified that Mr. Krause is the point person. The Board asked if there is any
322 additional cost for the appointment of Breeze in this capacity, and Ms. Thibault said that it is included in the
323 contract at no extra charge.

324 On a MOTION by Ms. Belyea, SECONDED by Mr. Castillo, WITH ALL IN FAVOR, the Board approved the
325 **Appointment of Breeze as Temporary District Employee Liaison with No Additional Cost**, for the Cory
326 Lakes Community Development District.

327 **3. Office Administrator – Dominique Green**

328 1. Exhibit 20: December 2023 OA Report

329 Ms. Green addressed the Board. She said that there are concerns with the old bar codes and noted that
330 residents should come to the office with their vehicles for the installation of new ones. She added that residents
331 should remove their old bar codes, as the District does want to assume any responsibility for them. Supervisor
332 Acoff asked Mr. Hall if there are problems in having both the old and new bar codes, and Mr. Hall said that the
333 old one is inactive and confirmed that there should be no issues with them.

334 Ms. Green said that reports are being made constantly and thanked Breeze for giving updates and
335 recommendations. She added that they are ensuring that the community is well informed, and concerns are being
336 addressed with regular communication.

337 Ms. Green spoke of the Fall Festival and the sponsorship she procured to reduce costs for the event.
338 Supervisor McIntyre asked Ms. Green for the list of people she contacted monthly. Supervisor Acoff suggested
339 keeping the list in the office and clarified that this will not be published in the agenda items.

340 Ms. Green discussed the success of the boat parade and recommended starting closer to the Beach Club
341 or changing the route for next year. Chairman Castillo advised that the Beach Club does not have enough space
342 for the boats. Ms. Green said that she is trying to encourage positive relations within the community.

343 Ms. Green said that rental agreements were already mentioned in the previous item. She also discussed
344 the Beach Club rentals and stated that the costs would be \$150 for 2-hour exclusive use with a \$200 deposit, and
345 \$350 for the 6 hours - or \$450 if alcohol is included - with a \$500 deposit. She explained that residents need to
346 book their events at least 28-30 days in advance, not two months, and that staff will schedule events up to six
347 months out, to organize the schedule of the staff. She added that there will be no exceptions.

348 Ms. Green asked for clarification about the use of The Islander, as residents report issues on it. She said
349 that if they still want to use this publication, it should be clear who will be responsible for managing the Islander
350 and any actions to be taken. Chairman Castillo suggested adding this to next month's agenda for further
351 discussion, and the Board agreed.

352 **4. Facilities Manager: John Hall**

353 Mr. Hall asked the Board when it wanted the holiday lights turned off. The Board indicated January 15th.

354 Chairman Castillo asked for an update on Cachet Isle and lift stations. Mr. Hall said that the resident is
355 supposedly working with an engineer and that he would remind the person in charge regarding the lift stations.
356 Chairman Castillo also asked the progress on the Morris Bridge sidewalk and gutter cleaning. Mr. Hall said that
357 it is about 70% completed and clarified that there are no part-timers involved.

- 358 1. Exhibit 21: December 2023 Activity Report
359 2. Exhibit 22: OLM Landscape Inspection Report for December 2023
360 3. Exhibit 23: Monthly Landscape Maintenance Inspection Grade Sheet – December 2023

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

- 362 1. Exhibit 24: Defamation Email

363 Mr. Babbar said that this will be discussed by the District Employee Liaison at the next meeting.

364 **E. District Manager: BREEZE**

- 365 1. Exhibit 26: FY 2023-2024 Meeting Schedule - UPDATED
366 2. Quorum Check for Next Meeting – January 18, 202024 at 6:00 p.m.

367 The Board agreed to move the February meeting to the 22nd of February in order to host County
368 Commissioner Ken Hagan, who will be on hand to discuss updates and safety work being done in the area. Mr.
369 Krause said that he will post the agenda and meeting on the website and staff will send email reminders seven
370 days in advance, as discussed by the Board.

371 **TENTH ORDER OF BUSINESS – Audience Comments – New Business**

372 Mr. Butler introduced himself and said that he would like the opportunity to work with the Board in the
373 future for either holiday decorations or power wash services. Supervisor McIntyre informed him that he can
374 submit a proposal, since the contract is open for the year. Chairman Castillo confirmed that Mr. Butler is not a
375 resident, and suggested he communicate with Mr. Hall or Ms. Green for the proposal. Mr. Butler informed the
376 Board that he handles thirty-six (36) communities and reiterated that he does pressure washing as well.

377 Ms. Springer thanked the Board for its cooperation and setting the date for the joint POA/CDD meeting.
378 She said that she will send the agenda over to the District Manager as soon as possible. Supervisor McIntyre
379 asked if the intent was to discuss the changes to the covenants. Ms. Springer said that there were some sections
380 of the covenants regarding the CDD, including common areas and issues with the streets and how to enforce
381 them. She said that if they keep the current covenants in the rewrite, how do they enforce them? She clarified
382 that she was not just talking about the streets, but the lakes as well, and that if they were to be enforced by the
383 POA, it would cost more due to the POA needing to hire an additional full-time LCAM to monitor the lakes and
384 the streets the way it is written. Ms. Springer noted that they were not removing anything from the covenants,
385 and that POA Counsel advised as such, but that they are looking for ways to address the items and work together
386 to maintain the community. Ms. Springer said this was something to discuss with the CDD and how they can
387 share that responsibility. She said there are other areas in the covenants that have language that pertains to the
388 CDD, and she wanted to make sure everyone is on the same page. She reiterated that nothing is being removed
389 from the covenants. Supervisor McIntyre asked Ms. Springer if there had been changes and if they would receive
390 a copy of them. Ms. Springer said that yes, the Rewrite Committee had an upcoming meeting with Counsel to

391 finalize their questions, then POA Counsel would take that and provide the POA with a final draft copy, and that
392 would be sent out to residents for a vote. Ms. Springer said there is full transparency with the residents and that
393 they are voting on the changes, and that the changes will be made very clear to them. She said that it would take
394 30 to 60 days for the entire process, and therefore would not be completed prior to the Joint POA/CDD Meeting.

395 Mr. Vinoo (*via Zoom*) spoke about the recent incidents with solicitors which involved calling security,
396 and he asked how this can be addressed. Mr. Babbar said that CDD does not have the authority to enforce activity
397 on private property. Mr. Hall advised the resident to contact TPD first, since Allied cannot confront or detain
398 anyone on private property as it relates to the license and contract. He added that TPD does not accept third party
399 reports.

400 Mr. Foster mentioned that his house was the first to be knocked on by solicitors, and he said that the
401 police would likely not take action if called. He added that dealing with solicitors legally would be a civil issue.

402 **ELEVENTH ORDER OF BUSINESS – Supervisors Requests**

403 *There being none, the next item followed.*

404 **TWELFTH ORDER OF BUSINESS – Adjournment**

405 Chairman Castillo adjourned the meeting at 9:12 p.m.

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

409 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
410 **meeting held on _____.**

411

Signature

Signature

412 _____
Printed Name

Printed Name

413 **Title:** **Secretary** **Assistant Secretary**

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

Cory Lakes

Community Development District

EXHIBIT

10

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	ACTION	Mr. Hall: E-blast Nuisance Alligator Procedure to residents.	X			

46	03.16.23	ACTION	Mr. Adams: Include CDD G/L and invoices in all future agendas.			X	05.18.23
47	03.16.23	ACTION	Mr. Adams: Invite the Controller to the next meeting.	X			
48	03.16.23	ACTION	Mr. Adams: Prep seven-year reconciliation to track expenditures & Excel spreadsheet identifying capital infrastructure re-investment plan.	X			
49	03.16.23	ACTION	Mr. Hall: Obtain another proposal to repaint tower and monuments.	X			
50	03.16.23	ACTION	Mr. Hall: Confer with Ms. Gupta re: Cachet Isles camera proposals.	X			
51	04.20.23	ACTION	Ms. Evans: Prepare a best practices security document and email it to the Board for review.	X			
52	04.20.23	ACTION	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	ACTION	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	ACTION	Mr. Hall: Secure proposal to change lines to prolong the pool heaters.	X			
55	04.20.23	ACTION	Mr. Adams: Create employee personnel policy with feedback from Board before next meeting.			X	05.18.23
56	04.20.23	AGENDA	Mr. Adams: Include Food Safety Waiver on next agenda.			X	05.18.23
57	04.20.23	AGENDA	Mr. Adams: Include Vendor License Agreement on next agenda for discussion and consideration.			X	05.18.23
58	05.18.23	ACTION	Mr. Adams: Research whether the Supervisor of Elections will allow a referendum on the ballot.			X	06.15.23
59	05.18.23	ACTION	Mr. Adams: Research & confirm if \$9,450 "Miscellaneous field expense" on Page 3 of financials relates to the boat.	X			
60	05.18.23	ACTION	Mr. Adams: Provide monthly Uses Report for the \$700,000 account.	X			
61	05.18.23	ACTION	Mr. Adams: Research General Ledger & advise why "Beach club office supplies" line item is at 100% of budget.	X			
62	05.18.23	ACTION	Mr. Adams: Establish 3 Truist accounts for remaining funds from 2022 in Fund Balance.	X			
63	05.18.23	ACTION	Mr. Adams: Present investment options in advance of next meeting.	X			
64	05.18.23	ACTION	Mr. Adams: Develop incoming revenue policies to be implemented.	X			
65	05.18.23	ACTION	Mr. Adams: Update Employee Handbook and Policies.	X			
66	05.18.23	ACTION	Mr. Adams: Obtain and negotiate bill for telephone survey.	X			
67	05.18.23	ACTION	Mr. Adams: Contact District Counsel regarding the demand letter.	X			
68	05.18.23	ACTION	Mr. Adams & Mr. Hall: Address financial matters & take necessary corrective action.	X			
69	05.18.23	ACTION	Mr. Adams: Provide amortization schedules for the Gator and 2 trucks.	X			
70	05.18.23	ACTION	Mr. Hall: Work with the Accounting Department and the contractor to recode expenditures to "Well maintenance – irrigation".	X			
71	06.15.23	ACTION	Mr. Adams: Email Amortization Schedule for the \$700,000 loan to Board Members.	X			
72	06.15.23	ACTION	Mr. Adams: Provide a copy of the holiday decorating contract.	X			
73	06.15.23	ACTION	Mr. Hall: Obtain proposals for resurfacing priorities.	X			
74	06.15.23	ACTION	Mr. Adams: Provide updated budget for discussion at the July meeting.	X			
75	06.15.23	ACTION	Mr. Adams: Re-send emailed reserve study to all Board members.	X			
76	06.15.23	ACTION	Mr. Hall: Confer with Envera to address access issues on Sundays.	X			
77	06.15.23	ACTION	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	ACTION	Mr. Chang: Email update regarding inspection of weirs.	X			
79	06.15.23	ACTION	Mr. Hall: Address a double invoicing issue.	X			
80	07.20.23	ACTION	Mr. Henderson: Revise the Allied proposal and present it at the next meeting	X			
81	07.20.23	ACTION	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	ACTION	Ms. Green: Forward updated CLI Facebook page to the Board via constant contact.	X			
83	07.20.23	ACTION	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	ACTION	Mr. Adams: Adjust the budget to include the reserve study costs, Allied increase, increased Management and paver costs.	X			
85	07.20.23	AGENDA	Mr. Adams: Include the weir project as a discussion item on the next agenda	X			
86	07.20.23	AGENDA	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	ACTION	Mr. Hall: Send email to residents re: school drop off tips				
88	08.17.23	AGENDA	Mr. Krause: REMOVE items 10, 11 from agenda; Table item 12 to Sept. meeting; COUNSEL to attend				
89	08.17.23	ACTION	Mr. Krause: Post Budget Presentation to Website			8/30/2023	
90	08.17.23	ACTION	Mr. Hall: Send email to residents re: budget presentation		x		
91	08.17.23	ACTION	Mr. Hall: Get NEON VESTS for Carpooling Staff				

92	08.17.23	ACTION	Mr. Hall: Get TRAFFIC CONES with reflectors for ALLIED to use				
93	08.17.23	ACTION	Mr. Krause: MEET with Supervisors - financials, agendas, facilities, etc.				
94	08.17.23	ACTION	Supervisors: Provide list of issues to discuss with DM to Mr. Krause				
95	08.17.23	ACTION / AGNEDA	Ms. Thibault: Connect with Mr. Woodcock (Engineer) to review weirs				
96	08.17.23	ACTION	Ms. Green: resend email to residents re: registering for guest notifications via text				
97	08.17.23	ACTION	Staff: send files re: Beach Club Rentals to Supervisor Belyea for review				
98	08.17.23	ACTION / AGNEDA	Mr. Krause & Ms. Thibault: someone to talk to Board re: events management		x		
99	08.17.23	ACTION	Mr. Hall: send email to Supervisors re: prior events planning process				
100	08.17.23	ACTION	Ms. Thompson: send committee policies to Supervisors				
101	08.17.23	ACTION	Mr. Krause: Post ADOPTED BUDGET, MINUTES to website			x	
102	08.17.23	ACTION	Mr. Krause: work with EGIS Insurance on policy discount (new roofs)				
103	08.17.23	ACTION	Mr. Krause: Complete audit of website and UPDATE	x			
104	09.21.23	AGENDA	Mr. Krause: Add EVENTS proposal to next meeting agenda for discussion				
105	09.21.23	ACTION	Mr. Krause/Ms. Green: Add EVENTS CALENDAR to website	x	x		
106	09.21.23	ACTION	Mr. Krause: Invite DISTRICT COUNSEL to attend next CDD Meeting			x	
107	09.21.23	AGENDA	Mr. Krause: Add MEADOWS DEED item to next agenda				
108	09.21.23	AGENDA	Mr. Babbar: Provide UPDATE to Board re: 17923 Cachet Isle Drive (VII. C.)				
109	09.21.23	AGENDA	Mr. Krause: REMOVE EVENTS FORM DISCUSSION from agenda			x	
110	09.21.23	AGENDA	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	AGENDA	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	AGENDA	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	ACTION	Mr. Babbar: Provide UPDATE to Board re: 17923 Cachet Isle Drive (VII. C.)	x			
115	09.21.23	ACTION / AGENDA	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	AGENDA	Mr. Krause: place Safety and Security Charter and Objectives on nesxt meeting agenda (Exhibits 8 and 9, respectively)			x	
117	09.21.23	AGENDA	Mr. Krause/Ms. Green: Print AGENDA BOOK on BOTH SIDES for 3 Supervisors; bring Tablet for 1 Supervisor				
118	09.21.23	ACTION	Mr. Hall: Look into purchasing additional flat bench for gym				
119	09.21.23	ACTION	Mr. Krause/Mr. Babbar: Send LIABILITY WAIVER to staff to place in office	x			
120	09.21.23	AGENDA	Mr. Krause: Test ZOOM link on agenda			x	
121	09.21.23	AGENDA	Mr. Krause: Add discussion item to agenda: WAYS TO REDUCE LENGTH OF MEETING			x	
122	10.19.23	AGENDA / ACTION	Steve (LMP) - Bring updated proposal for landscaping / mulching		x		
123	10.19.23	ACTION	Larry/Patricia - send Worker's Comp information to Supervisors, re: volunteers				
124	10.19.23	ACTION	John Hall - send arial and description of school carpooling to Larry			x	
125	10.19.23	ACTION	Larry/Vivek - Send arial and description from John Hall to Insurance Co.			x	
126	10.19.23	ACTION	Larry - set up SPECIAL BUDGET MEETING for November 7 at 6:00 p.m.	x			
127	10.19.23	ACTION	Vivek - Provide Advertising language to DM for SPECIAL BUDGET MEETING			x	
128	10.19.23	ACTION	Larry - contact RESERVE STUDY vendors for proposals			x	
129	10.19.23	AGENDA	Larry - Add AUDIT COMMITTEE (Board) to Nov. meeting agenda - Auditors	x			
130	10.19.23	ACTION	Larry - send MEETING INVITATION to Supervisors, Staff for 11/7 Meeting			x	
131	10.19.23	ACTION	Vivek - send email to Dominique re: when to use LIABILITY WAIVER			x	
132	10.19.23	ACTION	Larry - send Rules and Regualations/Procedures to Vivek (Counsel)			x	
133	10.19.23	ACTION	Laryy - Have PUBLIC RECORDS REQUEST (PRR) form added to website			x	
134	10.19.23	ACTION / AGENDA	Larry/Vivek - bring back to next meeting COMMITTEE GUIDELINES		x		
135	10.19.23	ACTION	Vivek - send Supervisors information on TRAINING				
136	10.19.23	AGENDA	Larry - Add CONTRACT BOILERPLATE to Nov. Meeting Agenda			x	
137	10.19.23	ACTION	Larry - remove comments from ZOOM for meetings	x			
138	11.7.23	ACTION	John - provide lighting contracts for streetlights				
139	11.7.23	ACTION	Larry - Request Contracts from TECO for Streetlights				
140	11.7.23	ACTION	Larry - Review Past Meeting Minutes for Board Approval of Landscaping				
141	11.7.23	AGENDA	Larry - Add Budget Amendment to November meeting agenda			x	
142	11.7.23	ACTION	Larry/John - Connect with LMP re: Fuel Surcharge (need the to send us authorization)	x			
143	11.7.23	ACTION	Staff - need to establish best methodology for stabalizing pavers - bring back by December or January				

Cory Lakes

Community Development District

EXHIBIT

11

AGENDA

Office Administrator & Events Monthly Report

Meeting date: January 18, 2024

CDD Office

- Routine barcodes, lease renewals, and new resident processing.
- Routine invoice coding and AP aging reports.
- Office Organization:
Continuously updating staff with community and Board updates to ensure we are all on the same page and up to date with community rules, regulations, and information.
- The Islander:
Do we wish to continue to use The Islander? Who should oversee editing? If we do continue to use it, does the Board want it to be continually managed by office staff, or have it as a “for residents, by residents” publication? The editor is also seeking clarification on direction.
- Vendor process needs to be discussed in accordance with the facility usage request form that was provided - please see the attachment.

CDD Events

No upcoming events

Facebook Page

- Follow Cory Lakes CDD for any updates or upcoming events

Cory Lakes

Community Development District

EXHIBIT

12

AGENDA

Facility Usage Request

- I. **Date Request Submitted:** _____

- II. **Overview of Proposed Event:** _____

- III. **Date and Time of Event:** _____

- IV. **Requestor(s):** _____

- V. **Community Sponsor(s):** _____

- VI. **Solicitation Event (Yes/No)** _____

- VII. **Objective:** _____

- VIII. **Alignment with Our Charter:**

- IX. **Strategic Value to the Community:** _____

- X. **References:** _____

- XI. **Financial Impact to CDD Budget:**
 - a. Staffing Requirements (Hrs./Cost) _____
 - b. Materials _____
 - c. Facility Requirements _____
 - d. Others _____

- XII. **Risk(s)**
 - a. Homeowner/Community Safety _____
 - b. Equipment _____

c. Security _____

XIII. Insurance Coverage

a. CDD _____

b. Vendor _____

XIV. Risk Control Measures

a. Food and Beverage _____

b. Traffic _____

c. Waste Management _____

d. Site Safety _____

e. Environmental _____

f. Added Security _____

g. Impact to Homeowner _____

Cory Lakes

Community Development District

EXHIBIT

13

AGENDA

Cory Lakes Community Development District

Facilities Manager

January 2024, Activity Report

BEACH CLUB

1. Replaced a/c filters and cleaned drain lines. (Monthly)
2. Restacked tables and chairs after rentals.
3. Holiday lighting installed and set to run.
4. Reset ice machine in the kitchen.
5. Repaired cabinet door in bar area.
6. Replaced soffit bulbs.

Pool

1. Cleaned AC filters and vacuumed drain lines.
2. Helped with routine sanitation.
3. Cleaned mildew stains around the pool area. (Ongoing)
4. Slide motor was replaced.
5. Replaced ceiling light outside ladies room
6. Repaired camera at North pool gate.

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. 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. Recovered missing weights from 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 contract was rescinded so no more inspections.
4. LMP working on seasonal cutbacks.
5. Working with LMP to identify areas that need mulch. Working on entrance ar

eas and entrance islands.

LAKE MANAGEMENT

1. Solitude was out this week and treated some of the lake for grass and algae.
2. Lake and pond levels are holding well with the rain.
3. Lake overall looks good.

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) Not getting response from residents engineer.
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

Cross-Creek Security Gatehouse

1. Replaced air filter and flushed drain line.
2. Oiled gate hinges.
3. Holiday lighting installed and on.
4. Fixed 2 column lights
5. Worked out internet issues.
6. Replaced point of use water heater.
7. Replaced soffit bulb.

Morris Bridge Security Gatehouse

1. Replaced ac filter, flushed and vacuumed drain lines.
2. Greased gate hinges.

3. Fixed secondary exit gate.
4. Fixed resident gate arm and realigned.
5. Fixed internet connection issues.

Action Plan for February 2024

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 on rust stains.
5. Work on playground upkeep.
6. Re-stain gazebo at Capri Isle entrance.
7. 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

14

AGENDA

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION:

Cory Lake Beach Club, 10441 Cory Lake Drive, Tampa, Florida 33647

DATE	MEETING TYPE	TIME
October 19, 2023	Regular Meeting	6:00 p.m.
ZOOM: https://us02web.zoom.us/j/87271417819?pwd=OFVySWMyR1diL0lOWEpWSC82SWhCUT09		
Dial In: 1-305-224-1968	Meeting ID: 872 7141 7819	Passcode: 776805
November 7, 2023	Special Budget Meeting	6:00 p.m.
ZOOM: https://us02web.zoom.us/j/87271417819?pwd=OFVySWMyR1diL0lOWEpWSC82SWhCUT09		
Dial In: 1-305-224-1968	Meeting ID: 872 7141 7819	Passcode: 776805
November 16, 2023	Audit Committee/Regular Meeting	6:00 p.m.
ZOOM: https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09		
Dial In: 1-305-224-1968	Meeting ID: 837 3143 1918	Passcode: 123456
December 21, 2023	Audit Committee/Regular Meeting	6:00 p.m.
ZOOM: https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09		
Dial In: 1-305-224-1968	Meeting ID: 837 3143 1918	Passcode: 123456
January 11, 2024	Special Joint Meeting with POA	6:00 p.m.
ZOOM: https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09		
Dial In: 1-305-224-1968	Meeting ID: 837 3143 1918	Passcode: 123456
January 18, 2024	Regular Meeting	6:00 p.m.
ZOOM: https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09		
Dial In: 1-305-224-1968	Meeting ID: 837 3143 1918	Passcode: 123456
February 22, 2024	Regular Meeting – NEW DAY	6:00 p.m.
ZOOM: https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09		
Dial In: 1-305-224-1968	Meeting ID: 837 3143 1918	Passcode: 123456
March 21, 2024	Regular Meeting	6:00 p.m.
ZOOM: https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09		
Dial In: 1-305-224-1968	Meeting ID: 837 3143 1918	Passcode: 123456

April 18, 2024	Regular Meeting	6:00 p.m.
ZOOM: https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09		
Dial In: 1-305-224-1968	Meeting ID: 837 3143 1918	Passcode: 123456
May 16, 2024	Regular Meeting	6:00 p.m.
ZOOM: https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09		
Dial In: 1-305-224-1968	Meeting ID: 837 3143 1918	Passcode: 123456
June 20, 2024	Regular Meeting	6:00 p.m.
ZOOM: https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09		
Dial In: 1-305-224-1968	Meeting ID: 837 3143 1918	Passcode: 123456
July 18, 2024	Regular Meeting	6:00 p.m.
ZOOM: https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09		
Dial In: 1-305-224-1968	Meeting ID: 837 3143 1918	Passcode: 123456
August 15, 2024	Regular Meeting	6:00 p.m.
ZOOM: https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09		
Dial In: 1-305-224-1968	Meeting ID: 837 3143 1918	Passcode: 123456
September 19, 2024	Regular Meeting	6:00 p.m.
ZOOM: https://us02web.zoom.us/j/83731431918?pwd=cIMzOTNheDErWDFaQU9QUFFXSjRZdz09		
Dial In: 1-305-224-1968	Meeting ID: 837 3143 1918	Passcode: 123456

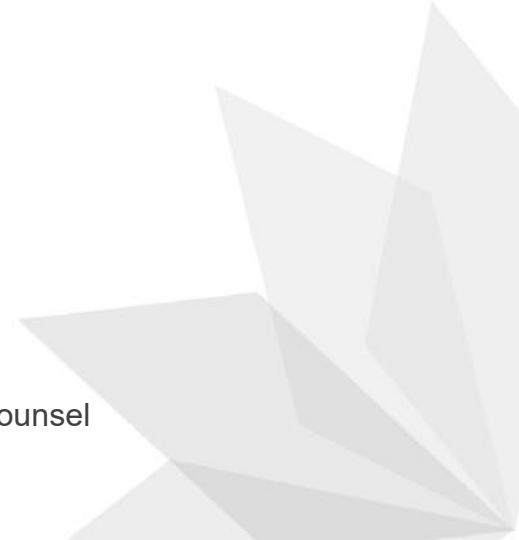
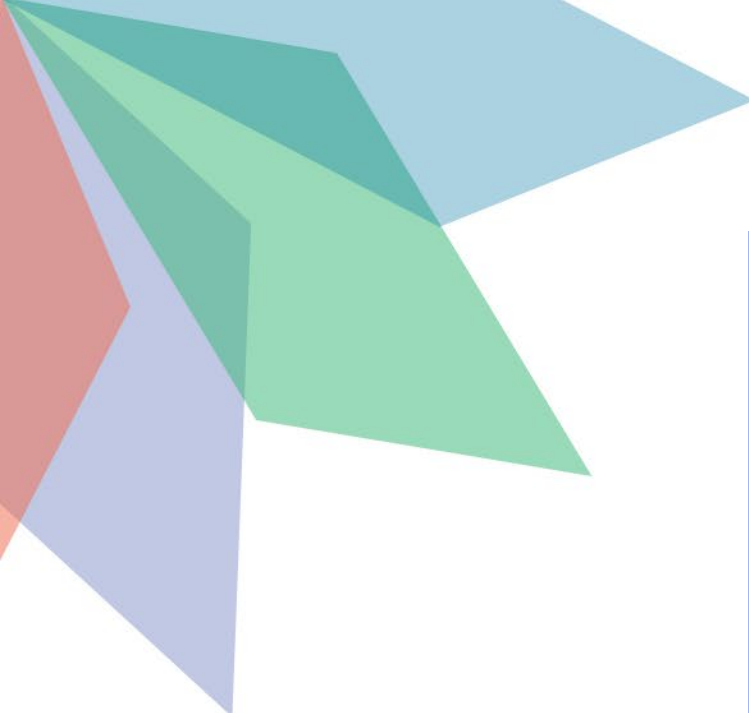
Cory Lakes

Community Development District

EXHIBIT

15

AGENDA



Let The Sunshine In: Everything you need to know about Form 6



Florida League of Cities
August 11, 2023

Kerrie Stillman
Executive Director
State of Florida Commission on Ethics

Steven Zuilkowski
Deputy Executive Director & General Counsel
State of Florida Commission on Ethics

Today's Agenda

1

Introduction

About the Florida Commission on Ethics.

2

SB 774 & E-filing

How did we get here and what to expect.

3

Form 1 vs. Form 6

Comparing the forms and disclosing on a Form 6.

4

Questions

We have answers!



Introduction

About the Florida Commission on Ethics

About the Commission on Ethics

...



-
- There are nine seats on the Commission
 - Appointments by the Governor (5), Senate President (2), and Speaker of the House (2)
 - Appointments are split between the two political parties
 - The Commission is charged with administering:
 - The Sunshine Amendment (Article II, Section 8, Florida Constitution)
 - The Code of Ethics for Public Officers and Employees (Part III of Chapter 112, Florida Statutes)

About the Commission's Website

http://ethics.state.fl.us

Search for Formal Opinions

Keyword search to perform research.



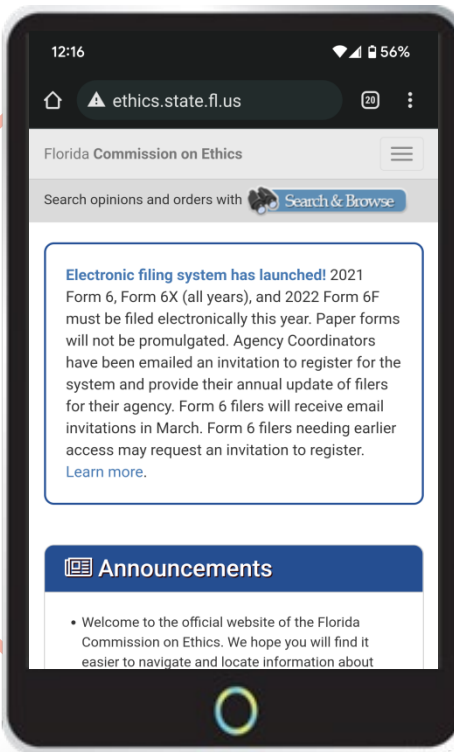
Download Forms

All forms and instructions available to download and print.



Ethics Training

View videos on various ethics topics.



View Form 6 Submissions

Search and view all Form 6 filings by public officers and candidates.



Commission Meeting Materials

View agenda and meeting materials.



Complaint Process Info

Review information about filing a complaint.





SB 774 & E-filing

How did we get here and what to expect.



How did we get here?



-
- Commission legislative recommendations since 2015.
 - Various bills over the years have contained some version of municipal officials filing Form 6.
 - SB 774 passed in the 2023 session requiring Mayors and Elected members of the governing body of a municipality to file the Form 6.
 - Members of the Florida Commission on Ethics will also file Form 6 beginning in 2024.

E-Filing for CE Form 6

Screenshots of the E-Filing System



-
- Beginning January 1, 2024, access EFDMS
 - Helpful tools for filers in EFDMS
 - Dashboard, Instructions, FAQ's
 - 4 Ways to complete the electronic form
 - Fill-in, CPA/Attorney, Excel/CSV import, PDF



Electronic Financial Disclosure Management System



Login

Please tell us what type of user you are:



I am a Form 6 Filer

Do you currently hold a public position that requires you to file financial disclosure? If yes, [click here](#).



I am a Candidate

Are you a non-incumbent candidate who is attempting to qualify for office, but do not currently hold a public position that requires financial disclosure? If yes, [click here](#).



I am an Organization Coordinator



I am a CPA or Attorney who is assisting a filer

I am a Form 1 Filer

In 2022, Form 1 Statement of Financial Interest will still be filed on paper. Click [here](#) to download a Form 1 and instructions.

If you are a Form 1 filer but are qualifying to run for an office with a Form 6 filing requirement, call (850) 488-7864 to request access to the e-filing system.

Electronic filing for Form 1 will launch January 1, 2023.

SCROLL
DOWN

Public Search


Frequently Asked Questions

Please tell us what type of user you are:



 I am a Form 6 Filer Do you currently hold a public position that requires you to file financial disclosure? If yes, click here .	 I am a Candidate Are you a non-incumbent candidate who is attempting to qualify for office, but do not currently hold a public position that requires financial disclosure? If yes, click here .	 I am an Organization Coordinator
---	---	--

 **I am a CPA or Attorney who is assisting a filer**

 **I am a Form 1 Filer**

In 2022, Form 1 Statement of Financial Interest will still be filed on paper. Click [here](#) to download a Form 1 and instructions.

If you are a Form 1 filer but are qualifying to run for an office with a Form 6 filing requirement, call (850) 489-7864 to request access to the e-filing system.

Electronic filing for Form 1 will launch January 1, 2023.

Public Search

 [Search for Financial Disclosure Filers](#)

Frequently Asked Questions

 [View Frequently Asked Questions](#)

Instructions

- [Form 6 - Full and Public Disclosure of Financial Interests - Instructions](#)
- [Form 6X - Amendment to Full and Public Disclosure of Financial Interests - Instructions](#)
- [Form 6F - Final Full and Public Disclosure of Financial Interests - Instructions](#)

Announcements

- WELCOME to the new Electronic Financial Disclosure Management System (EFDMS)! Pursuant to statute, beginning January 1, 2022, **ALL FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTERESTS (Form 6, Form 6X, and Form 6F) must be filed utilizing this system. The Commission will promulgate paper forms when the Governor signs HB 5003. Upon his signature, access to the electronic filing system will be paused until January 1, 2023.**
- Instructions, FAQs, and tutorials are available from the dashboard within EFDMS. Additional assistance can be obtained Monday-Friday from 8:00 a.m. until 5:00 p.m. by contacting the Commission.



Filer Dashboard

Filing and Forms

[View Previous Filing](#)

If you are looking for a form that is not currently shown, whether to satisfy your filing requirement or to qualify as a candidate, visit the [Forms and Filing Information](#) page to access all available forms.

File Form

[2021 Full and Public Disclosure of Financial Interests \(Form 6\)](#)

[Instructions](#) - [Opinions](#)

CLICK

In Progress

Messages

No Messages

Organizations



Commission On Ethics (Year 2022)



Kimberly R. Holmes

disclosure@leg.state.fl.us

(850) 488-7864



Governing Board

Amendments

[View Past Amendments](#)

No Amendments found

[File Amendment](#)

Quick Links

- [Forms and Filing Information](#)
- [Notice to Filers](#)
- [Public Records Exemption Request](#)
- [Request Filing Extension](#)
- [Public Search](#)



Resources

- [View Past Filings](#)
- [Print Instructions](#)
- [Financial Disclosure Opinions](#)

Instructions

Instructions for Completing Form 6

Assets Worth More Than \$1,000:

[Required by Art. II, s. 8, Fla. Const.; s. 112.3144, F.S.]

Household Goods and Personal Effects:

The value of your household goods and personal effects may be aggregated and reported as a lump sum, if their aggregate value exceeds \$1,000. The types of assets that can be reported in this manner are described on the form.

Assets Individually Values at More Than \$1,000:

Describe, and state the value of, each asset you had on the reporting date you selected for your net worth, if the asset was worth more than \$1,000 and if you have not already included that asset in the aggregate value of your household goods and personal effects. Assets include, but are not limited to, things like interests in real property; cash; stocks; bonds; certificates of deposit; interests in businesses; beneficial interests in trusts; money owned in a checking or savings account; bank accounts made as a candidate to your own campaign; bank accounts in which you have an ownership interest;

Share with CPA or Attorney



Delete Filing

Name: 298528 - Form Six Filer Filing Status: **In Progress**

2021 Form 6-Full and Public Disclosure of Financial Interests

Instructions

- General Information
- Net Worth
- Assets**
- Liabilities
- Income
- Interests in Specified Businesses
- Training
- Review
- Sign & Print

Household Goods > Household Goods Amount > Real Property > Real Property Amount > Intangible Assets



You must disclose certain assets.

First, add together the total of your **household goods and personal effects**.

Is the total value of your household goods and personal effects more than \$1,000?

Yes

No

BACK



NEXT



Need help? Most questions about how to complete the disclosure, as well as questions related to features of the e-filing system are answered in the FAQs. Search by key word or navigate by topic.

Didn't find what you were looking for? Contact the Florida Commission on Ethics at disclosure@leg.state.fl.us or (850) 488-7864.

Frequently Asked Questions

 Search

▼ FORM 6

Assets (10)

Liabilities (1)

Sources of Income (5)

Training/Miscellaneous (2)

▼ ACCOUNT

Financial Disclosure (9)

My Profile (5)

Assets

- + **How do I value jointly-owned assets?**
- + **How do I disclose assets I own in an investment account, individual retirement account (IRA), or 401(k)?**
- + **How do I disclose my interest in a mutual fund?**
- + **How should I disclose my interest in a business?**
- + **What reporting obligations do I have concerning a vehicle lease?**
- + **Do I disclose funds invested in the FRS Pension Plan or in a Deferred Retirement Option Program (DROP) account?**
- + **How do I disclose my interest in the Florida Prepaid College Plan or the Florida College Investment Plan?**
- + **How should I value my interest in real property, such as my home?**
- + **I own a rental property. How do I disclose it?**
- + **How do I disclose my bank accounts?**



Form 1 vs. Form 6

Comparing the forms and disclosing on a Form 6.

Comparing Form 1 and Form 6

In General

Form 1	Form 6
File electronically in 2024	File electronically in 2024
Due on July 1	Due on July 1
\$25/day for being late	\$25/day for being late
>35,000 filers	About 5,000 filers
Lots of help available <ul style="list-style-type: none">• Instructions• FAQs• On-screen pop-up windows• Commission on Ethics Attorney of the Day hotline	Lots of help available <ul style="list-style-type: none">• Instructions• FAQs• On-screen pop-up windows• Commission on Ethics Attorney of the Day hotline
CPA/Attorney can assist filers	CPA/Attorney can assist filers

Comparing Form 1 and Form 6

Disclosure of Net Worth

Form 1	Form 6
A review of your finances over the course of the year	A snapshot of your finances on 12/31 or a more recent day of your choosing
There is no net worth disclosure, but filers did calculate it for the Comparative Threshold	Filers will disclose their net worth on 12/31 or a more recent day

How to Disclose: Net Worth



Please indicate your Net Worth as of the date you selected, even if it is a negative number. Your Net Worth is the total value of ALL YOUR ASSETS minus the total value of ALL YOUR LIABILITIES. Note that in most cases, simply subtracting the liabilities from the assets you report later in this disclosure *will not* accurately reflect your Net Worth, because only certain assets and liabilities are reportable. Please click the instructions tab for specific guidance on calculating your Net Worth.

\$

- Snapshot of net worth on December 31 or a more recent date. You will be prompted to choose a date.
- Correct: Sum all assets, subtract all liabilities.
- Incorrect: Sum all *reported* assets, subtract all *reported* liabilities

Comparing Form 1 and Form 6

Disclosure of Assets

Form 1	Form 6
Intangible personal property & certain real property in FL	Intangible, Tangible & Real Property
<ul style="list-style-type: none">• Intangible assets over \$10,000 individually	<ul style="list-style-type: none">• Assets over \$1,000 individually• Household goods and personal effects collectively
Type of intangible, business name	Description of asset, value

How to Disclose: Assets



Please describe your real property valued in excess of \$1,000, and provide the value of your interest in the property. Click on the linked headings for specific guidance on how to describe and value your real property.

If you have multiple assets that need to be reported, use the [+](#) to add more lines.


Clear All



Import from CSV

CSV File Template

How-to

<u>DESCRIPTION OF ASSET</u>	<u>VALUE OF ASSET</u>	ACTIONS
<input type="text" value="Please enter a description"/>	\$ <input type="text" value="Please enter a number"/>	

+ Add Item

- Household goods and personal effects are disclosed on a separate screen.
- Asset is anything valued \$1,000+ that can be sold
- Most common: bank accounts, real property, stock

- Ability to import Excel (.csv file)


Comparing Form 1 and Form 6

Disclosure of Liabilities

Form 1	Form 6
Liabilities over \$10,000	Liabilities over \$1,000
Owed at any point in the year	Owed on the date chosen
Creditor name/address	Creditor name/address, amount
Exclusions for: <ul style="list-style-type: none">• Credit cards• Indebtedness on a life insurance policy• Taxes owed not reduced to a judgment• Contingent liabilities	Exclusions for: <ul style="list-style-type: none">• Credit cards• Indebtedness on a life insurance policy• Taxes owed not reduced to a judgment• Contingent liabilities

How to Disclose: Liabilities



CREDITOR NAME	CREDITOR ADDRESS	<u>AMOUNT OF LIABILITY</u>	ACTIONS
<input type="text" value="Please enter a creditor name"/>	<input type="text" value="Please enter a creditor address"/>	\$ <input type="text" value="Please enter a number"/>	
			+ Add Item

- List all liabilities over \$1,000; exclusions in instructions
- Most common: mortgages, car payments, and student loans

Comparing Form 1 and Form 6

Disclosure of Primary Sources of Income

Form 1	Form 6
Income over \$2,500	Income over \$1,000
Do not disclose public salary	Disclose public salary
Source name/address, description of business	Source name/address, amount

How to Disclose: Income



NAME OF SOURCE OF INCOME	ADDRESS OF SOURCE OF INCOME	INCOME AMOUNT	ACTIONS
<input type="text" value="Please enter a source name"/>	<input type="text" value="Please enter a source address"/>	\$ <input type="text" value="Please enter a numt"/>	

[+ Add Item](#)

- “Primary sources of income” are items that constitute gross income on federal tax returns (e.g salary, capital gains, etc.)
- Must include your public salary
- May instead attach federal income tax return and all schedules and attachments


Comparing Form 1 and Form 6

Disclosure of Secondary Sources of Income

Form 1	Form 6
<p>Disclose clients/customers if:</p> <ul style="list-style-type: none">• Own >5% of the business;• Income from business >\$5,000• Client/customer contributed >10% of the business's gross income	<p>Disclose clients/customers if:</p> <ul style="list-style-type: none">• Own >5% of the business;• Income from business >\$1,000• Client/customer contributed >10% of the business's gross income
<p>Business name, Client name/ address, Client business description</p>	<p>Business name, Client name/ address, Client business description</p>

How to Disclose: Secondary Sources



BUSINESS ENTITY	MAJOR SOURCES OF BUSINESS INCOME	ADDRESS	PRINCIPAL BUSINESS ACTIVITY OF SOURCE	ACTIONS
<input type="text" value="Please enter busine:"/>	<input type="text" value="Please enter business sot"/>	<input type="text" value="Please enter business address"/>	<input type="text" value="Please enter business activi"/>	
				+ Add Item

- “Secondary sources of income” are the major clients/customers of businesses of which you own more than 5 percent.
- “Major clients/customers” supply more than 10 percent of your business’s gross income that year.

Comparing Form 1 and Form 6

Disclosure of Interests in Specified Businesses (No difference between Form 1 and Form 6)

Form 1	Form 6
<p>Disclose certain businesses:</p> <ul style="list-style-type: none">• Name/Address• Principal business activity• Position held• Whether own >5%• Nature of ownership interest	<p>Disclose certain businesses:</p> <ul style="list-style-type: none">• Name/Address• Principal business activity• Position held• Whether own >5%• Nature of ownership interest

How to Disclose: Specified Businesses



Add Business Interest

Please enter your business interests:

Name of business entity

Address of business entity

Principal business activity

Position held with entity

I own more than 5% interest in the business

Nature of my ownership interest

- You must disclose ownership interest >5% in “specified businesses.”
- These are businesses of a type specified in the instructions. Not every business is a specified business.

Comparing Form 1 and Form 6

Disclosure of Training Requirement (No difference between Form 1 and Form 6)

Form 1	Form 6
4 hours of training	4 hours of training

How to Disclose: Annual Training



This section applies only to Constitutional officers, elected municipal officers, and commissioners of community redevelopment agencies, each of whom are required to complete annual ethics training pursuant to Section 112.3142, F.S.

I certify that I have completed the required training under Section 112.3142 F.S.

Required training under Section 112.3142, F.S., not applicable to filer for this form year.

- Constitutional officers, municipal officers, and others must complete 4 hours of ethics training each calendar year.
- Public officials assuming a new office/term before 3/31 must complete the training before 12/31 of that year.



Questions?



Thank you

stillman.kerrie@leg.state.fl.us

zuilkowski.steven@leg.state.fl.us

(850) 488-7864

www.ethics.state.fl.us