

***CORY LAKES
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

Regular Meeting

Date/Time:

***Thursday, November 16, 2023
6:00 P.M.***

Location:

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

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

Cory Lakes Community Development District

c/o Breeze

1540 International Parkway, Suite 2000

Lake Mary, FL 32745

813-564-7847

Board of Supervisors
Cory Lakes Community Development District

Dear Supervisors:

A Meeting of the Board of Supervisors of the Cory Lakes Community Development District is scheduled for **Thursday, November 16, 2023**, at **6:00 P.M.** at the **Cory Lake Beach Club, 10441 Cory Lake Drive, Tampa, Florida 33647.**

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

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

Sincerely,

Larry Krause

Larry Krause
District Manager
813-565-4663

CC: Attorney
Engineer
District Records

District: CORY LAKES COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Thursday, November 16, 2023

Time: 6:00 P.M.

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

Zoom:

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

Dial In: +1-305-224-1968

Meeting ID: 837 3143 1918

Passcode: 123456

Mute/Unmute: *6

Agenda

For the full agenda packet, please contact Larry@breezehome.com

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

II. Discussion on E-Blasts and Social Media Posting

[Exhibit 1](#)

III. Chairman's Opening Comments

IV. Other Supervisors' Opening Comments

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

VI. Financial Items

A. Consideration and Adoption of **Resolution 2024-01**, Amending the FY 2024 Budget

[Exhibit 2](#)

B. Acceptance of the September 2023 Unaudited Financial Statement

[Exhibit 3](#)

C. Consideration and Authorization to Proceed with Request For Proposals (RFP) for Audit Services

[Exhibit 4](#)

D. Consideration and Approval for Staff Payroll Increases and Holiday Bonuses

VII. Vendor Updates

A. Envera

B. Landscape Maintenance Professionals (LMP)

C. Allied Universal

VIII. Staff Update

A. Office Administrator – Dominique Green

1. November 2023 OA Report

[Exhibit 5](#)

IX. Business Items

- A. UPDATE: Special Meeting between CLI POA & CDD, re: Community Covenants & Bylaws - Setting a Meeting Date **Exhibit 6**
- B. Ratification of Anthony’s Tampa Bay Pressure Washing Contract **Exhibit 7**
- C. Discussion: Changing District Rules to Policies

X. Approval of Minutes

- A. Board of Supervisors: October 19, 2023
 - 1. Summary of Motions **Exhibit 8**
 - 2. Regular Meeting **Exhibit 9**
 - 3. Action/Agenda or Completed Items **Exhibit 10**

XI. Staff Reports

- A. District Engineer: Johnson Engineering, Inc.
- B. Facilities Manager: John Hall
 - 1. November 2023 Activity Report **Exhibit 11**
 - 2. OLM Landscape Inspection Report for November 2023 **Exhibit 12**
 - 3. Monthly Landscape Maintenance Inspection Grade Sheet **Exhibit 13**
- C. District Counsel: Straley Robin Vericker, P.A.
- D. District Manager: BREEZE
 - 1. FY 2023-2024 Meeting Schedule - UPDATED **Exhibit 14**
 - 2. Contract Boilerplate **Exhibit 15**
 - 3. Insurance Update **Exhibit 16**
 - a. Volunteers
 - b. New Roofs
 - 3. Quorum Check for Next Meeting – December 21, 2023, at 6 p.m.

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

XIII. Supervisor Requests

- A. Seat 1 – Ronald Acoff:
- B. Seat 2 – Rene Fontcha:
- C. Seat 3 – Jorge Castillo:
- D. Seat 4 – Ann Belyea:
- E. Seat 5 – Cynthia McIntyre:

XIV. Adjournment

Cory Lakes

Community Development District

EXHIBIT

1

AGENDA

Larry Krause

From: Vivek Babbar
Sent: Thursday, October 26, 2023 9:13 PM
To: racoff@corylakescdd.net; rfontcha@corylakescdd.net; jcastillo@corylakescdd.net; Cynthia McIntyre; Ann Belyea; Jorge Castillo; abelyea@corylakescdd.net
Cc: Patricia Comings-Thibault; Larry Krause; John Hall ; Dominique Green (clibeachclub@corylakescdd.net); vbabbar@srvlegal.com
Subject: Cory Lakes: District Counsel's Recommendations on E-Blasts and Social Media
Importance: High

Good evening Supervisors,

Please do not “reply all” as that may be construed as a violation of the sunshine law.

I was going to go into this at our October meeting last week, but we wanted to keep the meeting short. Given the actions that took place after last week’s meeting and since I’ve seen some email traffic relating to the CDD’s past meeting and the FY 23-24 Budget, it seems important that I send this email and provide some recommendations immediately.

Our office recommends individual supervisors **do not send out e-blasts** (unless they have been designated by the Board) and **do not use social media**.

Below is a list of reasons why we have this recommendation as well as important information related to the recommendation.

1. It causes confusion for residents.
 - a. The official channel for communications should come from the CDD and its website.
 - b. While disclaimers and notes that the e-blast or social media post is an individual supervisor’s personal opinion and not representative of the entire Board are important and helpful, it can easily be skipped over or forgotten about when reading a lengthy post.
2. There is a high potential for a sunshine law violation:
 - a. Multiple supervisors could want to send an e-blast (theoretically could hit send at the same time, but that is unlikely to happen).
 - b. a social media post from a resident can be replied to by multiple supervisors without realizing another supervisor previously replied
 - c. a simple “like” or retweet can be construed as communications between supervisors
3. E-blasts or social media posts would need to be maintained by the supervisor as a public record.
4. Use of social media creates a public forum for members of the public to communicate to that supervisor.
 - a. Once this forum or expectation is created, a supervisor would not be able to block a poster if they start having negative comments. The resident’s speech would be protected by the First Amendment.
5. Consequences for Potential Violations
 - a. For Sunshine law: Fined up to \$500, guilty of a misdemeanor of the 2nd degree. Court may assess attorney's fees against the individual supervisor
 - b. For Public Records law: Fined up to \$500, guilty of a misdemeanor of the 1st degree. Court may assess attorney's fees against the individual supervisor
 - c. For Ethics Laws: Civil penalty of up to \$20,000 and restitution of any benefits received due to the violation
6. Please understand that there is no prohibition for using e-blasts or social media and neither me, the District Manager, nor the Board can do anything to restrict a supervisor from using social media or sending out e-blasts

to discuss CDD business if they so choose (they are also protected under the First Amendment with their free speech rights).

- a. Our office **does not** have the authority to determine if there was a violation of the sunshine laws, public records laws, or code of ethics.
- b. Only a judge or the commission on ethics would be able to make such determinations.
 - i. The Florida Commission on Ethics governs the Code of Ethics for Public Officers. Complaints can be made on their website: <http://www.ethics.state.fl.us/>
 - ii. The local State Attorney may prosecute criminal violations: Their contact information is on their website: <https://www.sao13th.com/>
 - iii. Other general concerns can be reported to the Attorney General's Office on their website: https://legacy.myfloridalegal.com/contact.nsf/contact?Open&Section=Citizen_Services
- c. The Governor can suspend or remove a Supervisor for malfeasance, misfeasance, neglect of duty, habitual drunkenness, incompetence, or permanent inability to perform official duties.
 - i. <https://www.flgov.com/contact-governor-2/>

Additionally, I've had some residents call my office and speak to me after the meeting with respect to their concerns that overlap with the things I mentioned above. They are disheartened that there is so much conflict and pettiness among some members of the Board and find it childish, shameful, and embarrassing. To be frank, I have to agree with these feelings. In my experience, I have never seen such hostility, tension, disruptive and uncivil behavior from Board members. While such behavior may not violate any law, it certainly isn't productive or appropriate. It serves no purpose other than to fan the flames of discontent and further sow the seeds to separate the community.

As I informed this Board, Cory Lakes has a reputation. Unfortunately, a bad reputation. This was evidenced by the fact that none of the other District Management companies I work with submitted a proposal to serve the community. We are lucky that Breeze agreed to not withdraw their proposal after learning of this reputation. I don't want the actions of a few board members to drive them, the CDD's employees, or other vendors away from the community.

Before you speak or act, I urge you to ask yourself a few simple questions:

- What purpose will my words or actions serve?
- Will my words or actions benefit or hurt the community?
- Is it necessary for me to speak or act in this moment?
- Is this how I would want to be treated?
- If my parents or children saw me act this way, what will they think?
- Can I phrase this or reframe the conversation in a different manner?

There are numerous other simple, tried, and tested adages that will help you grow in your role as a supervisor and foster unity in the community. One that may help this community at this moment is: If you don't have anything nice to say, don't say anything.

You are elected public officials and are held to a higher standard than the average citizen. You are expected to serve in your supervisor capacity and act in the best interests of the community. Your behavior and demeanor to each other and others should set an example of good behavior. You should represent your community and constituents in a positive and professional manner. There can be disagreement without being disagreeable. Effective and zealous advocacy for your positions does not require hostile behavior. Being respectful, courteous, and civil are far more effective means of communicating and conducting business. Civility can assist in reaching consensus, provides for a safe and comfortable environment to honestly share ideas and opinions, can uplift our daily life, make it more pleasant to live and work in an organized society, and foster a sense of community and connection.

I hope you find this email informative and helpful and that it will inspire change and a positive outcome. Not only for my sake, but for the sake of the community, the CDD's employees, and the other vendors serving the community.

Thanks,

Vivek

Vivek K. Babbar

Attorney at Law

Board Certified in City, County, and Local Government Law

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

www.srvlegal.com

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Cory Lakes

Community Development District

EXHIBIT

2

AGENDA

RESOLUTION 2024-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
CORY LAKES COMMUNITY DEVELOPMENT DISTRICT
AMENDING ITS BUDGET FOR THE FISCAL YEAR BEGINNING
OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Board of Supervisors (the “**Board**”) of the Cory Lakes Community Development District (the “**District**”) previously adopted its budget for fiscal year 2023-2024;

WHEREAS, the Board desires to amend the budget to relocate funds to a new budget category;

WHEREAS, the District is empowered by section 189.016, Florida Statutes, to amend the budget at any time during a fiscal year based on actual revenues and expenses.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. **Recitals**. The foregoing recitals are hereby incorporated as the findings of fact of the Board.
2. **Amending the Budget for Fiscal Year 2023-2024**. The Budget for Fiscal Year 2023-2024 is hereby amended as shown in **Exhibit “A”** attached hereto. The District Manager shall post the amended budget on the District’s official website within five (5) days adoption and will ensure it remains on the website for at least two (2) years.
3. **Effective Date**. This Resolution shall become effective immediately upon its adoption.

Passed and adopted this _____ day of _____, 2023.

Attest:

**Corey Lakes
Community Development District**

Assistant Secretary

Chair/Vice Chair of the Board of Supervisors

Exhibit A: 2023/2024 Amended Budget

CORY LAKES CDD
STATEMENT 1 - ADOPTED BUDGET

| | FY 2021 ACTUAL | FY 2022 ACTUAL | FY 2023 ADOPTED | FY 2023 ACTUAL | FY 2024 ADOPTED | FY 2024 Proposed Amendment | FY 2024 AMENDED |
|---|------------------|------------------|------------------|------------------|------------------|----------------------------|------------------|
| REVENUE | | | | | | | |
| ASSESSMENTS LEV: ALL RESIDENTS | \$ 1,992,645 | \$ 2,285,386 | \$ 2,477,358 | \$ 2,385,865 | \$ 2,579,152 | \$ - | \$ 2,579,152 |
| ASSESSMENTS LEVY: CACHET | | - | 2,170 | 2,591 | 2,713 | - | 2,713 |
| ALLOWABLE DISCOUNTS (4%) | | - | (99,181) | - | (103,275) | - | (103,275) |
| ASSESSMENTS LEVY - NET | 1,992,645 | 2,285,386 | 2,380,347 | 2,388,456 | 2,478,590 | - | 2,478,590 |
| TRANSFER OF CASH FROM CLOSED ACCOUNTS IN DEBT SERVICE | - | - | - | - | - | 28,556 | 28,556 |
| INTEREST AND MISCELLANEOUS | 283,204 | 24,974 | 30,000 | 43,712 | 30,000 | 13,712 | 43,712 |
| NOTE ISSUANCE | | 700,000 | | | | | |
| TOTAL REVENUE | 2,275,849 | 3,010,360 | 2,410,347 | 2,432,168 | 2,508,590 | 13,712 | 2,550,858 |
| EXPENDITURES | | | | | | | |
| 1 ADMINISTRATIVE EXPENSES | | | | | | | |
| 2 SUPERVISORS FEES | 12,200 | 11,400 | 12,000 | 11,554 | 12,000 | - | 12,000 |
| 3 PAYROLL SERVICE FEE | 793 | 751 | 600 | 806 | 600 | - | 600 |
| 4 PAYROLL TAXES | 933 | 872 | 1,225 | 689 | 1,225 | - | 1,225 |
| 5 DISTRICT MANAGEMENT | 55,000 | 55,000 | 55,000 | 59,449 | 70,000 | - | 70,000 |
| 6 ASSESSMENT ROLL PREPARATION | 5,000 | 5,000 | 5,000 | 4,583 | - | - | - |
| 7 BOND AMORTIZATION SCHEDULE FEE | - | - | 1,500 | - | - | - | - |
| 8 DISSEMINATION SERVICES (DISCLOSURE REPORT) | 3,000 | 3,000 | 3,000 | 2,750 | - | - | - |
| 9 TRUSTEES FEES | 7,112 | 7,112 | 7,200 | 7,704 | 7,750 | - | 7,750 |
| 10 AUDITING SERVICES | 6,400 | 6,400 | 6,400 | 6,400 | 6,400 | - | 6,400 |
| 11 ARBITRAGE REBATE CALCULATION | - | - | 2,500 | - | 2,500 | - | 2,500 |
| 12 LEGAL SERVICES - GENERAL | 6,643 | 12,586 | 10,000 | 13,856 | 10,000 | 5,000 | 15,000 |
| 13 DISTRICT ENGINEER | 4,505 | 21,984 | 10,000 | 12,503 | 10,000 | 5,000 | 15,000 |
| 14 INSURANCE - GENERAL LIABILITY & PUBLIC OFFICIALS | 33,153 | 34,837 | 42,000 | 39,057 | 40,500 | - | 40,500 |
| 15 INSURANCE - WORKERS COMPENSATION | 3,792 | 4,356 | 5,500 | 4,026 | 5,500 | - | 5,500 |
| 16 LEGAL ADVERTISING | 6,051 | 3,908 | 4,500 | 3,921 | 1,500 | - | 1,500 |
| 17 BANK FEES | - | - | 1,500 | 1,804 | 1,500 | - | 1,500 |
| 18 CREDIT CARD DISCOUNT | 195 | 227 | 200 | 424 | 200 | - | 200 |
| 19 DUES & LICENSES | 175 | 175 | 175 | 175 | 175 | - | 175 |
| 20 POSTAGE | 1,313 | 3,604 | 2,000 | 2,873 | 2,000 | - | 2,000 |
| 21 OFFICE SUPPLIES | 631 | 345 | - | 2,362 | - | - | - |
| 22 TAX COLLECTOR - (Amounts are based on fees charged by County) | 39,852 | 27,793 | 99,181 | 47,746 | 103,275 | - | 103,275 |
| 23 CONTINGENCIES | 1,844 | 1,432 | 2,000 | 4,505 | 2,000 | - | 2,000 |
| 24 COI | - | 4,000 | - | - | - | - | - |
| TOTAL ADMINISTRATIVE EXPENDITURES | 188,592 | 204,782 | 271,481 | 227,187 | 277,125 | 10,000 | 287,125 |
| 26 | | | | | | | |

CORY LAKES CDD
STATEMENT 1 - ADOPTED BUDGET

| | FY 2021 ACTUAL | FY 2022 ACTUAL | FY 2023 ADOPTED | FY 2023 ACTUAL | FY 2024 ADOPTED | FY 2024 Proposed Amendment | FY 2024 AMENDED |
|---|----------------|----------------|-----------------|----------------|-----------------|----------------------------|-----------------|
| 27 UTILITIES: | | | | | | | |
| 28 COMMUNICATION | 32,482 | 34,231 | 20,000 | 38,445 | 20,000 | 13,896 | 33,896 |
| 29 WEBSITE | 1,056 | 1,056 | 705 | 557 | 705 | - | 705 |
| 30 ADA WEBSITE COMPLIANCE | - | 420 | 210 | 210 | 210 | - | 210 |
| 31 STREETLIGHTS | 168,061 | 213,884 | 155,000 | 241,863 | 208,000 | 33,863 | 241,863 |
| 32 ELECTRICITY (monthly bill avg is \$7,428. Annualized = \$89,136) | 63,288 | 69,694 | 60,000 | 82,593 | 75,000 | 7,593 | 82,593 |
| 33 PROPANE | - | - | 400 | - | 400 | - | 400 |
| 34 WATER, SEWER & IRRIGATION | 26,553 | 26,507 | 20,000 | 24,975 | 17,000 | 7,975 | 24,975 |
| 35 SOLID WASTE REMOVAL | 7,656 | 7,345 | 8,000 | 9,439 | 8,000 | 1,439 | 9,439 |
| 36 SEWER LIFT STATION | 20,497 | 2,390 | 2,500 | 5,032 | 2,500 | 2,532 | 5,032 |
| 37 TOTAL UTILITIES | 319,593 | 355,527 | 266,815 | 403,114 | 331,815 | 67,298 | 399,113 |
| 38 | | | | | | | |
| 39 SECURITY OPERATIONS | | | | | | | |
| 40 SECURITY STAFFING CONTRACT HOURS AT GATEHOUSES | 302,398 | 393,605 | 445,000 | 431,755 | 466,091 | (118,168) | 347,923 |
| 41 ROVER SERVICE - 8 HOUR SERVICE - 7 DAYS A WEEK | - | - | - | - | - | 90,854 | 90,854 |
| 42 CONTRACTUAL VIRTUAL GUARD | 88,908 | 71,020 | 59,000 | 59,108 | 59,000 | - | 59,000 |
| 43 OFF DUTY POLICING | 14,686 | 14,949 | 21,000 | 12,050 | 21,000 | (5,000) | 16,000 |
| 44 TOTAL SECURITY OPERATIONS | 405,992 | 479,574 | 525,000 | 502,913 | 546,091 | (32,314) | 513,777 |
| 45 FIELD OFFICE ADMINISTRATION | | | | | | | |
| 46 FIELD MANAGER | 63,365 | 63,200 | 67,100 | 65,768 | 73,810 | (6,515) | 67,295 |
| 47 ASSISTANT TO FIELD MANAGER - 9 hours per week | 6,847 | 152 | - | - | - | 6,515 | 6,515 |
| 48 OFFICE ADMINISTRATOR | 48,044 | 47,204 | 53,900 | 54,234 | 62,595 | - | 62,595 |
| 49 PAYROLL TAXES | 11,569 | 11,147 | 15,000 | 14,400 | 15,000 | - | 15,000 |
| 50 SEASONAL DECORATIONS | 40,500 | 60,000 | 60,000 | 58,950 | 60,000 | - | 60,000 |
| 51 BEACH CLUB OFFICE EQUIPMENT | 2,845 | 4,024 | 4,500 | 5,503 | 4,500 | - | 4,500 |
| 52 BEACH CLUB OFFICE SUPPLIES | 5,178 | 3,492 | 3,000 | 4,250 | 4,500 | - | 4,500 |
| 53 BEACH CLUB GYM SUPPLIES | 20,495 | 18,237 | 20,600 | 4,911 | 20,600 | (2,500) | 18,100 |
| 54 GUARD OFFICE EQUIPMENT | - | 230 | 1,000 | - | 1,000 | - | 1,000 |
| 55 GUARD OFFICE SUPPLIES | 467 | 336 | 1,500 | 244 | 1,500 | - | 1,500 |
| 56 COMMUNITY EVENT SUPPLIES | 10,623 | 18,364 | 18,500 | 13,658 | 18,500 | (4,228) | 14,272 |
| 57 POOL & BEACH CLUB ATTENDANTS | 35,049 | 32,475 | 26,000 | 23,785 | 26,000 | - | 26,000 |
| 58 MISCELLANEOUS FIELD EXPENSE - RESERVE STUDY | - | - | - | 9,450 | 7,340 | - | 7,340 |
| 59 TOTAL FIELD OFFICE ADMINISTRATION | 244,982 | 258,861 | 271,100 | 255,153 | 295,345 | (6,728) | 288,617 |

CORY LAKES CDD
STATEMENT 1 - ADOPTED BUDGET

| | FY 2021 ACTUAL | FY 2022 ACTUAL | FY 2023 ADOPTED | FY 2023 ACTUAL | FY 2024 ADOPTED | FY 2024 Proposed Amendment | FY 2024 AMENDED |
|--|----------------|----------------|--------------------|----------------|--------------------|-------------------------------|--------------------|
| 60 PROPERTY MAINTENANCE | | | | | | | |
| 61 LANDSCAPE MAINTENANCE | | | | | | | |
| 62 LANDSCAPING | 462,585 | 473,801 | 407,000 | 483,172 | 419,000 | (75,115) | 343,885 |
| 63 MULCH | - | 3,150 | - | | - | 50,000 | 50,000 |
| 64 LANDSCAPE REVIEW CONTRACT - 3 MOS of SERVICE IN FY 2024 FOR OLM | | | | | - | 3,000 | 3,000 |
| 65 BEACH SAND | - | 2,385 | 3,000 | - | 6,000 | - | 6,000 |
| 66 ANNUALS & SEASONAL PLANT INSTALLATION | 2,416 | 4,520 | 5,000 | 4,000 | 7,500 | - | 7,500 |
| 67 PLANT REPLACEMENT | 38,313 | 25,272 | 30,000 | 21,127 | 25,000 | (10,000) | 15,000 |
| 68 SOD REPLACEMENT | 3,387 | 480 | 10,000 | | 5,000 | - | 5,000 |
| 69 WELL MAINTENANCE - IRRIGATION | 614 | 240 | 3,000 | 5,659 | 3,000 | - | 3,000 |
| 70 IRRIGATION - MAINTENANCE | 7,074 | 15,414 | 7,500 | 20,311 | 7,500 | - | 7,500 |
| 71 TREE REMOVAL, REPLACEMENT & MAINTENANCE | 14,613 | 38,222 | 35,000 | 47,543 | 35,000 | (15,000) | 20,000 |
| 72 LAKE & POND MAINTENANCE | 45,750 | 47,165 | 55,640 | 53,213 | 55,640 | - | 55,640 |
| 73 TOTAL LANDSCAPE MAINTENANCE | 574,752 | 610,649 | 556,140 | 635,025 | 563,640 | (47,115) | 516,525 |
| 74 | | | | | | | |
| 75 FACILITIES MAINTENANCE | | | | | | | |
| 76 OUTSIDE FACILITIES MAINTENANCE | 20,887 | 60,722 | 100,000 | 117,489 | 65,000 | (15,185) | 49,815 |
| 77 CAPITAL REINVESTMENT NOTE 2022 REPAYMENT | - | 145,396 | 161,292 | 160,941 | 154,000 | - | 154,000 |
| 78 CAR & CART REPAIRS AND MAINTENANCE | 9,036 | 10,140 | 6,000 | 10,385 | 6,000 | - | 6,000 |
| 79 RENTALS & LEASES | 13,411 | 18,368 | 31,644 | 23,223 | 9,200 | - | 9,200 |
| 80 CLEANING | 15,062 | 18,443 | 16,000 | 18,590 | 20,000 | - | 20,000 |
| 81 PEST CONTROL | 1,529 | 1,800 | 1,800 | 2,000 | 1,800 | - | 1,800 |
| 82 SECURITY GATE MAINTENANCE & REPAIR | 11,376 | 14,077 | 5,000 | 7,746 | 5,000 | - | 5,000 |
| 83 SECURITY GATE MAINTENANCE & REPAIR - CACHET | 1,621 | 2,438 | 2,000 | 5,319 | 2,500 | - | 2,500 |
| 84 MONUMENTS AND SIGNS | 3,016 | 2,624 | 5,000 | 585 | 5,000 | - | 5,000 |
| 85 FOUNTAINS | 810 | 12,045 | 7,000 | 400 | 7,000 | - | 7,000 |
| 86 STORM WATER DRAINAGE | 16,391 | 5,011 | 35,000 | 22,950 | 35,000 | - | 35,000 |
| 87 RECREATIONAL EQUIPMENT MAINTENANCE & REPAIR | 30,868 | 16,622 | 15,000 | 22,833 | 15,000 | - | 15,000 |
| 88 BUILDING EQUIPMENT MAINTENANCE & REPAIR | 8,178 | 14,939 | 15,000 | 8,728 | 15,000 | - | 15,000 |
| 89 PRESSURE WASHING | 685 | 1,250 | 7,500 | 1,500 | 7,500 | - | 7,500 |
| 90 PAVER, STREETS AND SIDEWALKS REPAIRS, CLEANING | 86,247 | 59,866 | 75,000 | 42,252 | 110,000 | (55,000) | 55,000 |
| 91 TOTAL FACILITIES MAINTENANCE | 219,117 | 383,741 | 483,236 | 444,941 | 458,000 | (70,185) | 387,815 |

CORY LAKES CDD
STATEMENT 1 - ADOPTED BUDGET

| | FY 2021 ACTUAL | FY 2022 ACTUAL | FY 2023 ADOPTED | FY 2023 ACTUAL | FY 2024 ADOPTED | FY 2024 Proposed Amendment | FY 2024 AMENDED |
|---|----------------|----------------|-----------------|----------------|-----------------|----------------------------|-----------------|
| 92 | | | | | | | |
| 93 FACILITIES MAINTENANCE (POOL) | | | | | | | |
| 94 POOL MAINTENANCE | 21,417 | 23,395 | 21,000 | 22,958 | 21,000 | - | 21,000 |
| 95 POOL REPAIRS | 2,386 | 7,204 | 7,000 | 1,584 | 7,000 | - | 7,000 |
| 96 POOL HEATER UTILITIES | 11,955 | 7,873 | 8,000 | 2,254 | 8,000 | - | 8,000 |
| 97 POOL PERMIT | 275 | 273 | 575 | 275 | 575 | - | 575 |
| 98 CAPITAL IMPROVEMENT PROGRAM & CAPITAL OUTLAY | 6,538 | 295,314 | 360,000 | - | - | - | - |
| 99 CONTINGENCY FOR EOY FY 2023 | - | - | - | 25,000 | - | - | - |
| 100 TOTAL FACILITIES MAINTENANCE (POOL) | 42,571 | 334,059 | 396,575 | 52,071 | 36,575 | - | 36,575 |
| 101 | | | | | | | |
| 102 TOTAL EXPENDITURES BEFORE INCREASE IN FUND BALANCE EXPENDITURES | 1,995,599 | 2,627,193 | 2,770,347 | 2,520,404 | 2,508,591 | (79,044) | 2,429,547 |
| 103 | | | | | | | |
| 104 INCREASE IN FUND BALANCE | | | | | | | |
| 105 Increase in Fund Balance - Weir Project . Transfer in FY 2022 | 3,538 | - | - | - | - | 53,784 | 53,784 |
| ##### Increase in Fund Balance - Operating capital | - | - | - | - | - | 67,527 | 67,527 |
| ##### INCREASE IN FUND BALANCE | 3,538 | - | - | - | - | 121,311 | 121,311 |
| ##### | | | | | | | |
| ##### TOTAL EXPENDITURES | 1,999,137 | 2,627,191 | 2,770,345 | 2,520,404 | 2,508,591 | 42,267 | 2,550,858 |
| ##### | | | | | | | |
| ##### NET CHANGE IN FUND BALANCE | 283,788 | 383,169 | (360,000) | (88,236) | (1) | 55,979 | - |
| ##### FUND BALANCE - BEGINNING (Audited FY 2022 - Difference of \$85,510 from the budgetin FY 23) | 252,368 | 536,156 | 919,325 | 919,325 | 831,089 | - | 831,089 |
| ##### INCREASE IN FUND BALANCE | - | - | - | - | - | 121,311 | 121,311 |
| ##### FUND BALANCE ENDING | 536,156 | 919,325 | 559,325 | 831,089 | 831,088 | 177,290 | 952,400 |
| ##### | | | | | | | |
| ##### FUND BALANCE USES: | | | | | | | |
| ##### NonSpendable - Prepaids & Deposits | 106,368 | 101,092 | | 52,130 | 23,154 | - | 23,154 |
| ##### Assigned - Operating Capital - 2.812 months (not inclusive of fund balance increase) | - | 360,000 | 482,069 | 482,069 | 501,718 | - | 569,246 |
| ##### Assigned for Loan | | | | 295,000 | 306,216 | | 360,000 |
| ##### Unassigned Fund Balance | 429,788 | 458,233 | 77,256 | 1,890 | - | - | - |
| ##### TOTAL FUND BALANCE USE | \$ 536,156 | \$ 919,325 | \$ 559,325 | \$ 831,089 | \$ 831,088 | \$ - | \$ 952,400 |

Cory Lakes

Community Development District

EXHIBIT

3

AGENDA

**Cory Lakes
Community Development District**

**Financial Statements
(Unaudited)**

September 30, 2023

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

| | <u>GENERAL FUND</u> | <u>DEBT SERVICE 2013</u> | <u>DEBT SERVICE 2013A1</u> | <u>SERIES 2017 NOTE</u> | <u>TOTAL GOVERNMENTA FUNDS</u> |
|-------------------------------------|-------------------------|----------------------------------|------------------------------------|-----------------------------|--|
| ASSETS | | | | | |
| Operating account | | | | | |
| Iberia - operating account | \$ 10,404 | \$ - | \$ - | \$ - | \$ 10,404 |
| Iberia - debit card | 2,856 | - | - | - | 2,856 |
| Suntrust - operating account-2700 | 52,713 | - | - | - | 52,713 |
| Suntrust - operating account-2321 | 116,864 | - | - | - | 116,864 |
| Suntrust - debit card | 3,163 | - | - | - | 3,163 |
| MMK account | 706,395 | - | - | - | 706,395 |
| Investments | | | | | |
| Revenue | - | 42,556 | 3,258 | 18,565 | 64,379 |
| Reserve | - | 134,756 | - | 10,002 | 144,758 |
| Prepayment | - | - | 11 | - | 11 |
| Undeposited funds | - | - | - | - | - |
| Due from other | 3,918 | - | - | - | 3,918 |
| Due from other funds | | | | | |
| Debt service fund - series 2013 A-1 | - | - | 40,150 | - | 40,150 |
| General fund | - | 3 | 3 | - | 6 |
| Retainer | - | - | - | - | - |
| Assessment receivable | - | - | - | - | - |
| Accounts receivable | 970 | - | - | - | 970 |
| Prepays | 70,229 | - | - | - | 70,229 |
| Deposits | 23,154 | - | - | - | 23,154 |
| Total assets | <u>\$ 990,664</u> | <u>\$ 177,316</u> | <u>\$ 43,421</u> | <u>\$ 28,566</u> | <u>\$ 1,239,968</u> |
| LIABILITIES | | | | | |
| Liabilities: | | | | | |
| Accounts payable | \$ 116,371 | \$ - | \$ - | \$ - | \$ 116,371 |
| Accrued expenses payable | 5,196 | - | - | - | 5,196 |
| Due to other funds | - | - | - | - | - |
| Debt service fund - series 2013 A-1 | 6 | 40,150 | - | - | 40,155 |
| Other payables | - | - | - | - | - |
| Rental deposits | 4,714 | - | - | - | 4,714 |
| JSAPP deposit | - | - | - | - | - |
| Total liabilities | <u>126,287</u> | <u>40,150</u> | <u>-</u> | <u>-</u> | <u>166,436</u> |
| FUND BALANCES | | | | | |
| Nonspendable | 93,383 | - | - | - | 93,383 |
| Restricted for | - | - | - | - | - |
| Debt service | - | 137,166 | 43,421 | 28,566 | 209,154 |
| Assigned | - | - | - | - | - |
| 3 months working capital | 482,069 | - | - | - | 482,069 |
| Unassigned | 288,926 | - | - | - | 288,926 |
| Total fund balances | <u>864,378</u> | <u>137,166</u> | <u>43,421</u> | <u>28,566</u> | <u>1,073,531</u> |
| Total liabilities and fund balances | <u>\$ 990,664</u> | <u>\$ 177,316</u> | <u>\$ 43,421</u> | <u>\$ 28,566</u> | <u>\$ 1,239,968</u> |

**CORY LAKES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GENERAL FUND
FOR THE PERIOD ENDING SEPTEMBER 30, 2023**

| | FY 2023 ADOPTED BUDGET | YTD BUDGET | YTD ACTUAL | YTD VARIANCE FAV (UNFAV) |
|---|---------------------------------------|-----------------------|-----------------------|---|
| REVENUES | | | | |
| Assessment levy: all residents | \$ 2,380,347 | \$ 2,380,347 | \$ 2,388,455 | \$ 8,108 |
| Interest and miscellaneous | 30,000 | 30,000 | 44,438 | 14,438 |
| Misc capital improvement loan | - | - | - | - |
| Total revenues | <u>2,410,347</u> | <u>2,410,347</u> | <u>2,432,893</u> | <u>22,546</u> |
| EXPENDITURES | | | | |
| Professional & admin | | | | |
| Supervisors | 12,000 | 12,000 | 11,554 | 446 |
| Payroll services | 600 | 600 | 806 | (206) |
| Payroll taxes - FICA | 900 | 900 | 689 | 212 |
| Payroll taxes - unemployment | 325 | 325 | - | 325 |
| District management | 55,000 | 55,000 | 59,449 | (4,449) |
| Assessment roll preparation | 5,000 | 5,000 | 4,583 | 417 |
| Bond amortization schedule fee | 1,500 | 1,500 | - | 1,500 |
| Disclosure report | 3,000 | 3,000 | 2,750 | 250 |
| Trustee | 7,200 | 7,200 | 7,704 | (504) |
| Audit | 6,400 | 6,400 | 6,400 | - |
| Arbitrage rebate calculation | 2,500 | 2,500 | - | 2,500 |
| Legal - general counsel | 10,000 | 10,000 | 16,223 | (6,223) |
| Engineering | 10,000 | 10,000 | 12,503 | (2,503) |
| Insurance: general liability & public officials | 42,000 | 42,000 | 39,057 | 2,943 |
| Insurance: worker's compensation | 5,500 | 5,500 | 4,026 | 1,474 |
| Legal advertising and Sunshine Board | 4,500 | 4,500 | 3,921 | 579 |
| Bank fees | 1,500 | 1,500 | 1,804 | (304) |
| Credit card discount | 200 | 200 | 424 | (224) |
| Dues & licenses | 175 | 175 | 175 | - |
| Postage | 2,000 | 2,000 | 2,873 | (873) |
| Office supplies | - | - | 2,362 | (2,362) |
| Tax collector | 99,181 | 99,181 | 47,747 | 51,434 |
| Contingencies | 2,000 | 2,000 | 4,505 | (2,505) |
| COI | - | - | - | - |
| Total Administrative | <u>271,481</u> | <u>271,481</u> | <u>229,554</u> | <u>41,927</u> |

**CORY LAKES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GENERAL FUND
FOR THE PERIOD ENDING SEPTEMBER 30, 2023**

| | FY 2023 ADOPTED BUDGET | YTD BUDGET | YTD ACTUAL | YTD VARIANCE FAV (UNFAV) |
|---|---------------------------------------|-----------------------|-----------------------|---|
| Field Operations | | | | |
| Utilities | | | | |
| Communication | 20,000 | 20,000 | 39,002 | (19,002) |
| Website | 705 | 705 | - | 705 |
| ADA website compliance | 210 | 210 | 210 | - |
| Streetlights | 155,000 | 155,000 | 241,846 | (86,846) |
| Electricity | 60,000 | 60,000 | 82,593 | (22,593) |
| Propane | 400 | 400 | - | 400 |
| Water, sewer & irrigation | 20,000 | 20,000 | 24,975 | (4,975) |
| Solid waste removal | 8,000 | 8,000 | 9,439 | (1,439) |
| Sewer lift stations | 2,500 | 2,500 | 5,031 | (2,531) |
| Total Utilities | <u>266,815</u> | <u>266,815</u> | <u>403,096</u> | <u>(136,281)</u> |
| Security operations | | | | |
| Security staffing contract services | 445,000 | 445,000 | 429,910 | 15,090 |
| Contractual virtual guard | 59,000 | 59,000 | 55,768 | 3,232 |
| Off-duty policing | 21,000 | 21,000 | 12,051 | 8,950 |
| Total Utilities | <u>525,000</u> | <u>525,000</u> | <u>497,729</u> | <u>27,271</u> |
| Field office administration | | | | |
| Field Manager | 67,100 | 67,100 | 65,768 | 1,332 |
| Office administrator | 53,900 | 53,900 | 54,234 | (334) |
| Payroll taxes | 15,000 | 15,000 | 14,400 | 600 |
| Seasonal decorations | 60,000 | 60,000 | 58,950 | 1,050 |
| Beach club office equipment | 4,500 | 4,500 | 5,503 | (1,003) |
| Beach club office supplies | 3,000 | 3,000 | 4,911 | (1,911) |
| Beach club gym supplies | 20,600 | 20,600 | 4,251 | 16,349 |
| Guard office equipment | 1,000 | 1,000 | - | 1,000 |
| Guard office supplies | 1,500 | 1,500 | 244 | 1,256 |
| Community events supplies | 18,500 | 18,500 | 13,658 | 4,842 |
| Pool & beach club attendants | 26,000 | 26,000 | 23,784 | 2,216 |
| Miscellaneous field expense-reserve study | - | - | 9,450 | (9,450) |
| Total Field office administration | <u>271,100</u> | <u>271,100</u> | <u>255,153</u> | <u>15,947</u> |

**CORY LAKES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GENERAL FUND
FOR THE PERIOD ENDING SEPTEMBER 30, 2023**

| | FY 2023 ADOPTED BUDGET | YTD BUDGET | YTD ACTUAL | YTD VARIANCE FAV (UNFAV) |
|---|---------------------------------------|-----------------------|-----------------------|---|
| Landscape Maintenance | | | | |
| Landscaping | 407,000 | 407,000 | 492,148 | (85,148) |
| Beach sand | 3,000 | 3,000 | - | 3,000 |
| Annuals & seasonal plant installation | 5,000 | 5,000 | 4,000 | 1,000 |
| Plant replacement | 30,000 | 30,000 | 21,127 | 8,873 |
| Sod replacement | 10,000 | 10,000 | - | 10,000 |
| Well maintenance - irrigation | 3,000 | 3,000 | 5,659 | (2,659) |
| Irrigation - maintenance | 7,500 | 7,500 | 20,311 | (12,811) |
| Tree removal, replacement and maintenance | 35,000 | 35,000 | 47,543 | (12,543) |
| Lake & pond maintenance | 55,640 | 55,640 | 49,291 | 6,349 |
| Total Landscape maintenace | <u>556,140</u> | <u>556,140</u> | <u>640,079</u> | <u>(83,939)</u> |
| Facilities maintenance | | | | |
| Outside maintenance | 100,000 | 100,000 | 108,514 | (8,514) |
| Capital reinvestment note 2022 repayment | 161,292 | 161,292 | 160,942 | 350 |
| Car and cart repairs and maintenance | 6,000 | 6,000 | 10,385 | (4,385) |
| Rentals and leases | 31,644 | 31,644 | 22,418 | 9,226 |
| Cleaning | 16,000 | 16,000 | 18,590 | (2,590) |
| Pest control | 1,800 | 1,800 | 2,000 | (200) |
| Security gate maintenance & repair | 5,000 | 5,000 | 7,746 | (2,746) |
| Security gate maintenance & repair - Cachet | 2,000 | 2,000 | 5,319 | (3,319) |
| Monuments & signs | 5,000 | 5,000 | 584 | 4,416 |
| Fountains | 7,000 | 7,000 | 400 | 6,600 |
| Storm water drainage | 35,000 | 35,000 | 22,950 | 12,050 |
| Recreation equipment maintenance & repair | 15,000 | 15,000 | 22,832 | (7,832) |
| Building equipment maintenance & repair | 15,000 | 15,000 | 8,727 | 6,273 |
| Pressure washing | 7,500 | 7,500 | 1,500 | 6,000 |
| Paver, streets and sidewalk repairs, cleaning | 75,000 | 75,000 | 42,252 | 32,748 |
| Total Facilities maintenace | <u>483,236</u> | <u>483,236</u> | <u>435,159</u> | <u>48,077</u> |
| Facilities maintenance (pool) | | | | |
| Pool maintenance | 21,000 | 21,000 | 22,958 | (1,958) |
| Pool repairs | 7,000 | 7,000 | 1,583 | 5,417 |
| Pool heater utilities | 8,000 | 8,000 | 2,253 | 5,747 |
| Pool permit | 575 | 575 | 275 | 300 |
| Total Facilities maintenace (pool) | <u>36,575</u> | <u>36,575</u> | <u>27,070</u> | <u>9,505</u> |
| Total Field operations | <u>2,138,866</u> | <u>2,138,866</u> | <u>2,258,286</u> | <u>(119,420)</u> |

**CORY LAKES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GENERAL FUND
FOR THE PERIOD ENDING SEPTEMBER 30, 2023**

| | FY 2023 ADOPTED BUDGET | YTD BUDGET | YTD ACTUAL | YTD VARIANCE FAV (UNFAV) |
|--|---------------------------------------|-----------------------|-----------------------|---|
| Infrastructure reinvestment | | | | |
| Capital improvement program | | | | |
| Capital outlay | 360,000 | 360,000 | - | 360,000 |
| Total Infrastructure reinvestment | 360,000 | 360,000 | - | 360,000 |
| Total expenditures | 2,770,347 | 2,770,347 | 2,487,840 | 282,507 |
| | | | | |
| Excess/(deficiency) of revenues over/(under) | (360,000) | (360,000) | (54,947) | 305,053 |
| | | | | |
| Fund balance - beginning (unaudited) | 1,004,835 | 1,004,835 | 919,325 | 85,510 |
| Fund balance - ending (projected) | | | | |
| Assigned | | | | |
| 3 months working capital | 482,069 | 482,069 | 482,069 | - |
| Unassigned | 162,766 | 162,766 | 288,926 | 126,160 |
| Fund balance - ending | 644,835 | 644,835 | 864,378 | 126,160 |

**CORY LAKES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
DEBT SERVICES FUND SERIES 2013
FOR THE PERIOD ENDING SEPTEMBER 30, 2023**

| | FY 2023 ADOPTED BUDGET | YTD BUDGET | YTD ACTUAL | YTD VARIANCE FAV (UNFAV) |
|--|---------------------------------------|-----------------------|-----------------------|---|
| REVENUES | | | | |
| Assessment levy: net of discounts | \$ 106,214 | \$ 106,214 | \$ 106,211 | \$ (3) |
| Interest | - | - | 7,627 | 7,627 |
| Total revenues | <u>106,214</u> | <u>106,214</u> | <u>113,838</u> | <u>7,624</u> |
| EXPENDITURES | | | | |
| Debt Service | | | | |
| Principal | 30,000 | 30,000 | 74,086 | (44,086) |
| Principal prepayment | - | - | 10,000 | (10,000) |
| Interest | 71,788 | 71,788 | 64,997 | 6,791 |
| Total debt service | <u>101,788</u> | <u>101,788</u> | <u>149,083</u> | <u>(47,295)</u> |
| Other fees & charges | | | | |
| Tax collector | 4,426 | 4,426 | 2,123 | 2,303 |
| Total other fees & charges | 4,426 | 4,426 | 2,123 | 2,303 |
| Total expenditures | <u>106,214</u> | <u>106,214</u> | <u>151,206</u> | <u>(44,992)</u> |
| Excess/(deficiency) of revenues over/(under) | <u>-</u> | <u>-</u> | <u>(37,368)</u> | <u>(37,368)</u> |
| Fund balance - beginning (unaudited) | 175,749 | 175,749 | 174,534 | 1,215 |
| Fund balance - ending | <u>\$ 175,749</u> | <u>\$ 175,749</u> | <u>\$ 137,166</u> | <u>\$ (38,583)</u> |

**CORY LAKES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
DEBT SERVICES FUND SERIES 2013 A1
FOR THE PERIOD ENDING SEPTEMBER 30, 2023**

| | FY 2023 ADOPTED BUDGET | YTD BUDGET | YTD ACTUAL | YTD VARIANCE FAV (UNFAV) |
|--|---------------------------------------|-----------------------|-----------------------|---|
| REVENUES | | | | |
| Assessment levy: net of discounts | \$ 106,214 | \$ 106,214 | \$ 95,849 | \$ (10,365) |
| Interest | - | - | 5,770 | 5,770 |
| Total revenues | <u>106,214</u> | <u>106,214</u> | <u>101,619</u> | <u>(4,595)</u> |
| EXPENDITURES | | | | |
| Debt Service | | | | |
| Principal | 30,000 | 30,000 | 460,000 | (430,000) |
| Principal prepayment | - | - | 5,000 | (5,000) |
| Interest | 71,788 | 71,788 | 12,534 | 59,254 |
| Total debt service | <u>101,788</u> | <u>101,788</u> | <u>477,534</u> | <u>(375,746)</u> |
| Other fees & charges | | | | |
| Tax collector | 37 | 37 | 1,916 | (1,879) |
| Total other fees & charges | 37 | 37 | 1,916 | (1,879) |
| Total expenditures | <u>101,825</u> | <u>101,825</u> | <u>479,450</u> | <u>(377,625)</u> |
| Excess/(deficiency) of revenues over/(under) | <u>4,389</u> | <u>4,389</u> | <u>(377,831)</u> | <u>(382,220)</u> |
| Fund balance - beginning (unaudited) | 175,749 | 175,749 | 421,252 | (245,503) |
| Fund balance - ending | <u>\$ 180,138</u> | <u>\$ 180,138</u> | <u>\$ 43,421</u> | <u>\$ (136,717)</u> |

**CORY LAKES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
FOR THE PERIOD ENDING SEPTEMBER 30, 2023
DEBT SERVICES FUND SERIES 2017 NOTE
FOR THE PERIOD ENDING AUGUST 31, 2023**

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

Cory Lakes
Operating Account - Bank Reconciliation
September 30, 2023

| | <u>Operating Acct (BU)</u> |
|--|-----------------------------|
| <i>Balance Per Bank Statements</i> | \$ 150,895.25 |
| Plus: Deposits In Transit | 150.00 |
| Less: Outstanding Checks | (34,181.74) |
| Less: Restricted cash in operating account | |
| <i>Adjusted Bank Balance</i> | <u><u>\$ 116,863.51</u></u> |
| | |
| <i>Beginning Balance Per Books</i> | \$ 346,391.70 |
| Cash Deposits & Credits | 3,674.53 |
| Cash Disbursements & Transfers | (233,202.72) |
| <i>Balance Per Books</i> | <u><u>\$ 116,863.51</u></u> |

Cory Lakes

Community Development District

EXHIBIT

4

AGENDA

**Cory Lakes Community Development District
Request for Proposals for Annual Audit Services**

The Cory Lakes Community Development District (the “**District**”) hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District’s financial records for the fiscal ending September 30, 2024, 2025, and 2026 with an option for additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in the City of Tampa, Florida and has an operating and debt service budget of approximately \$2,612,600.

Each auditing entity submitting a proposal must be authorized to do business in Florida; hold all applicable state and federal professional licenses in good standing, including but not limited to a license under Chapter 473, *Florida Statutes*; and be qualified to conduct audits in accordance with “Government Auditing Standards,” as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida law and particularly Section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General, and must be completed in a timely fashion to enable the Board to approve them no later than June 30 of each year.

The RFP Package, which includes this notice, instructions to proposers, and evaluation criteria is available from the District Manager, Larry Krause with Breeze, via email at larry@breezehome.com.

Proposers must provide one (1) electronic copy to the District Manager at the email listed above. Proposals must be received by **the 13th day of December 2023 at 11:00 a.m.** Proposals received after this time will not be eligible for consideration. Please direct all questions regarding this Request for Proposals to the District Manager at the email listed above or via phone at 813.565.4663.

Larry Krause, District Manager

**Cory Lakes Community Development District
Request for Proposals for Annual Audit Services**

**District Auditing Services for Fiscal Years ending September 30, 2024, 2025, and 2026
with an option for additional annual renewals**

City of Tampa, Florida

Instructions to Proposers

- 1. RFP Package.** The “RFP Package” shall consist of the notice announcing the request for proposals, these instructions, and the evaluation criteria.
- 2. Contents of Proposals.** All proposals shall include the following information in addition to any other requirements of the RFP Package.
 - a. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
 - b. Describe proposed staffing levels, including resumes with applicable certifications.
 - c. Provide 3 references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. Identify any work previously conducted for other community development districts.
 - d. The lump sum cost of the provision of the services under the proposal, plus the cost of renewals.
- 3. Due Date.** Proposals must be received no later than the **13th day of December 2023 at 11:00 a.m.** by the District Manager, Larry Krause with Breeze, via email at larry@breezehome.com.
- 4. Submission of Proposal.** Each Proposer shall submit 1 electronic copy of their proposal, including the requested documentation required by these instructions, at the time indicated herein. In submitting its proposal, each Proposer represents that it has read and understands the RFP Package and that the proposal is made in accordance therewith.
- 5. Renewals.** The proposals should include pricing for at least 3 years and may include options for additional optional renewals, auto-renewals (with annual escalators if applicable), or the ability to negotiate reasonable increases. For any automatic renewals, either party will be able to terminate the engagement for the next upcoming fiscal year with at least 30 days’ notice prior to September 1 of each year.
- 6. Qualifications of Proposer.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.
- 7. Disqualification.** Proposers shall be disqualified, and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

- 8. Familiarity with the Law.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.
- 9. Modification and Withdrawal.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of 90 days.
- 10. Basis of Award and Right to Reject.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.
- 11. Evaluation of Proposals.** The criteria to be used in the evaluation of proposals are presented in the evaluation criteria, contained within the RFP Package. The Board of Supervisors will rank the proposals and the highest ranked firm will be selected.
- 12. Contract Award.** Within 14 days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a contract or engagement letter with the District.
- 13. Limitation Of Liability.** Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in section 768.28, *Florida Statutes*, or any other statute or law.
- 14. Protests.** In accordance with the District's Rules of Procedure, any protest regarding the RFP Package, must be filed in writing, at the offices of the District Manager, within 72 hours after the receipt of the proposed contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within 7 calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid contract award.
- 15. No Reimbursement of Preparation Costs.** Proposers will not be reimbursed for any cost associated with responding to this request.
- 16. Required Disclosure:**
 - a. **Scrutinized Companies:** Proposers should be aware of, and in compliance with, all requirements under Section 287.135, *Florida Statutes*, on Scrutinized Companies. A representation of compliance will be included in the Agreement.
 - b. **E-Verify.** Proposers should be aware of, and in compliance with, all requirements under Section 448.095(2)(c), *Florida Statutes*, on E-Verification requirements. A representation of compliance will be included in the Agreement.
 - c. **Public Records:**
 - i. All Proposals are considered public records pursuant to Chapter 119, *Florida Statutes*.
 - ii. As further described in the Agreement, in accordance with section 119.0701, *Florida Statutes*, if awarded the work, the Proposer shall: (a) keep and maintain

public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the contractor upon termination of the agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

- d. **No Consideration of social, political, or ideological interests.** You are hereby made aware of the provisions of Section 287.05701, *Florida Statutes*. The District is not requesting documentation of nor will it consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor or when awarding a contract.

Auditor Selection Evaluation Criteria

Ability of Personnel.

(20 Points)

This includes the geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.

Experience.

(20 Points)

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

Ability to Furnish the Required Services.

(20 Points)

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

Understanding of Scope of Work.

(20 Points)

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

Price.

(20 Points)

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

Cory Lakes

Community Development District

EXHIBIT

5

AGENDA

Office Administrator & Events Monthly Report

Meeting date: November 16, 2023

CDD Office

- Routine barcodes, lease renewals and new resident processing.
- Updating emerge new system and fixing everyone's access and barcodes
- Routine invoice coding and AP aging reports.
- Office Organization
- Increasing communication options for residents
- Community event planning and scheduling for end of year and budgeting purposes for next year
- Reducing expenses
- Working to building positive relations
- Being more efficient and available to the community
- Implementing new liability waivers and rental agreements

CDD Events

Past:

- Veterans Day Brunch | 11/10/23 10am-12pm

Upcoming:

- Fall Festival |11/18/23 11am-2pm

Facebook Page

- Follow Cory Lakes CDD



Fall
FESTIVAL
MUSIC-FOOD-FUN

18 NOVEMBER, 2023
11:00AM - 2:00 PM
CORY LAKE BEACHCLUB
10441 CORY LAKES DRIVE, TAMPA FL
33647

SPONSORED BY:  **BONEZ & PAWZ**

Cory Lakes

Community Development District

EXHIBIT

6

AGENDA

JOINT POA/CDD Meeting
Re: Community Covenants and Bylaws

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

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

| Meeting Date | Castillo | Belyea | Acoff | Fontcha | McIntyre | Krause | Thibault | Babbar | Facility Availability |
|--------------------|----------|--------|-------|---------|----------|--------|----------|--------|-----------------------|
| Monday, 1/8/24 | | x | x | x | x | x | | | x |
| Tuesday, 1/9/24 | x | | x | | x | x | | | x |
| Thursday, 1/11/24 | | | x | x | x | x | | | x |
| Monday, 1/15/24 | x | x | x | x | x | x | | | x |
| Tuesday, 1/16/24 | | x | x | | x | x | | | x |
| Thursday, 1/18/24* | | | | x | x | | | | x |

*Regular CDD Meeting Date

Cory Lakes

Community Development District

EXHIBIT

7

AGENDA

SERVICES AGREEMENT

This Services Agreement (the "Agreement"), is made and entered into as of the 22nd of October, 2023 by and between Anthony's Tampa Bat Pressure Washing, a Private Company whose address is 2234 Lithia Center Lane, Valrico Fl. 33596 ("Vendor"), and the **Cory Lakes Community Development District**, a local unit of special purpose government established and existing under Chapter 190, Florida Statutes, whose mailing address is 1540 International Parkway, Suite 2000, Lake Mary, Florida 32746 ("**District**") for work to be performed pursuant to this Agreement.

1) **Purpose.** The District owns and operates infrastructure and recreational amenities within the Cory Lakes Community Development District, located in Tampa, FL. The District desires to retain and independent Vendor to provide the services outlined in attached Exhibit "A" ("**Services**"), attached hereto and incorporated herein. Vendor has agreed to perform the Services and District has agreed to compensate Vendor for such Services pursuant to this Agreement.

2) **Scope of Services.** Vendor shall perform all work including, but not limited to, labor, materials, equipment, supervision, and transportation necessary to perform the Services, as provided for in Exhibit "A". If necessary, Vendor will coordinate the times/days for performance of the work necessary to complete the Services with the District's Facilities Manager prior to the Services being provided.

3) **Performance.** Vendor shall abide by the following performance standards:

- a. The Services shall be done, furnished, and performed in a workmanlike manner to the satisfaction of the District and shall be in accordance with the best management practices in the industry.
- b. Vendor agrees to keep property clean and orderly during the course of performing the Services and to remove all materials, debris, equipment, and machinery at the completion of each workday.
- c. Vendor shall use all due care to protect the property of the District, its residents and landowners from damage. Vendor agrees to repair or replace, to the District's satisfaction, any damage resulting from Vendor's activities and work within 24 hours. In the event Vendor does not repair or replace the damage to District's satisfaction, Vendor shall be responsible for reimbursing District for such damages, or the Vendor may elect to deduct the costs of the repair from the payment to Vendor for the Services performed under this Agreement.
- d. Vendor will not store materials within the community or park vehicles or vessels on any property within the community without the prior written consent of the District.

- e. Vendor will perform the Services within the timeframe agreed upon for performance of the Services as per Exhibit "A".
- f. Vendor shall require all subcontractors performing any Services under this Agreement to be subject to the terms and conditions of this Agreement.

4) Vendor Warranties.

- a. Vendor agrees to faithfully and fully perform the terms of this Agreement, and shall complete the Services free and clear of all liens and third party claims. Vendor shall, at all times, employ sufficient skilled workers and have on hand and maintain an adequate supply of materials and equipment to complete the Services in accordance with the time schedule.
- b. Vendor has satisfied itself and verified, by its own observations, (i) of reasonably ascertainable conditions affecting the property/equipment where the Services will be performed and has determined the materials to be furnished to complete the Services; and (ii) the conditions under which the Services will be performed; and has executed this Agreement based solely on such observations and determinations made by it, and not in reliance upon any representation by District or by anyone acting for or on behalf of District.
- c. Vendor shall comply with all legal requirements (including, without limitation, licensing requirements) applicable to the performance of the Services. Vendor shall be responsible for any fines or penalties assessed against District as a result of noncompliance with legal requirements.

5) Compensation. District agrees to compensate Vendor for the Services in the amounts shown in Exhibit "A". Vendor shall provide the District with an invoice for the work performed in the previous month or quarter, as applicable. District shall pay Vendor within 45 days of receipt of the invoice. Vendor acknowledges that the District is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and is exempt from the Florida Sales and Use Tax ("Sales Tax"), and shall not charge the District Sales Tax for the Services.

6) Term and Renewal. The initial term of this Agreement shall be for 1 year from the date above. At the end of the initial term, this Agreement shall automatically renew for subsequent 1-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to Section 7.

7) Termination. Either party may terminate this Agreement for convenience upon 30 days written notice to the non-terminating party. Upon termination of this Agreement, Vendor shall be entitled

to payment for all work and/or services rendered up until the effective date of the termination, subject to whatever claims or off-sets District may have against Vendor.

8) **Additional Services.** When authorized in advance in writing by District, Vendor may provide additional services. Additional services and any additional compensation are to be agreed upon in writing prior to the work commencing and covered under a separate amendment or work order authorization.

9) **Relationship Between the Parties.** It is understood that Vendor is an independent contractor and shall perform the Services pursuant to this Agreement. Nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between Vendor and District.

10) **Compliance with Governmental Regulations.** Vendor shall comply with all necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies.

11) **Insurance.** Vendor shall carry commercial general liability insurance of no less than \$1,000,000.00 per occurrence. Vendor shall deliver District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as "Additional Insured" under such policy. Such insurance policy may not be canceled without a 30-day written notice to District. Vendor will also maintain Workers Compensation insurance as required by law.

12) **Indemnification.** Vendor shall defend, indemnify and hold District, its officers, agents, officials, representatives, and employees, (individually and in their official capacity), harmless from any and all liability, loss, damages, expenses, injuries (including death), costs, claims or actions, of any type, including, but not limited to, reasonable attorney's fees in any legal proceeding through trial or appeal, which the District may hereafter sustain, incur or be required to pay, arising out of or resulting from any acts, errors or omissions of the Vendor, its agents, contractors, subcontractors, representatives, or employees and persons utilized by the Vendor in connection with the execution, performance, or nonperformance or failure to adequately perform Vendor's obligations pursuant to this Agreement, or for breach of, this Agreement or any subsequent amendments hereto.

13) **Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Vendor represents that in entering into this Agreement, the Vendor has not been designated as a "scrutinized company" under the statute and, in the event that Vendor is designated as a "scrutinized company", the Vendor shall immediately notify District whereupon this Agreement may be terminated by District.

14) **Sovereign Immunity.** Nothing contained in this Agreement is in any way intended either to be a waiver of the limitation placed upon District's liability as set forth in Section 768.28 Florida Statutes, or to extend the District's liability beyond the limits established in said Section 768.28 Florida Statutes. No claim or award against the District include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest. The District's liability in all actions arising out of this Agreement or actions in connection hereto, is limited to the monetary limits established in Section 768.28, Florida Statutes.

15) **Public Records.** As required under Section 119.0701, Florida Statutes, Vendor shall (a) keep and maintain public records required by the District in order to perform the Services, (b) upon request from District's custodian of public records, provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if Vendor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to District all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to District in a format that is compatible with the information technology systems of District.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, ATTN: LARRY KRAUSE, DISTRICT MANAGER, AT 813-565-4663, Larry@BreezeHome.com, 1540 International Parkway, Ste. 2000, Lake Mary, Florida 32746.

16) **E-Verify Registration and Use.**

- a. Pursuant to section 448.095, Florida Statutes, Vendor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Vendor employees hired on and after January 1, 2021.

- b. Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
- c. Vendor must provide evidence of compliance with section 448.095, Florida Statutes if requested by District. Evidence shall consist of an affidavit from the Vendor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
- d. Failure to comply with this provision is a material breach Agreement, and shall result in the immediate termination of the Agreement without penalty to District. Vendor shall be liable for all costs incurred by District to secure a replacement agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

17) **Venue/Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Thirteenth Judicial Circuit Court in and for Hillsborough County, Florida, or if in federal court, the Middle District Court of Florida in Tampa, Florida.

18) **Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.

19) **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

20) **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.

21) **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

22) **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of District and Vendor.

23) **Notice.** Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that

any party undergoes a change in address or contact information, notification to the other party shall be made.

Vendor: Name: Anthony's Tampa Bay Pressure Washing
Address: 2234 Lithia Center Lane
Valrico, Fl. 33596
Phone: 813-545-9140
Email: _____

District: Cory Lakes Community Development District
c/o BREEZE
1540 International Parkway #2000
Lake Mary, Florida 32746
Attn: Patricia Thibault
Patricia@BreezeHome.com

24) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute the same instrument.

25) **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party.

26) **No Waiver.** Approval of any portion of the Work or payment therefor by District shall not constitute a waiver of any claims that District may have against Vendor with respect thereto.

27) **Conflict.** If there is a conflict between the terms of the Agreement and Exhibit "A", this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

CORY LAKES COMMUNITY DEVELOPMENT DISTRICT

VENDOR

By: 

By: 
(Authorized Corporate Officer)

Print: John Hall

Print: Patrick Anthony

Title: Facilities Manager

Title: Owner

Date: 10-27-23

Date: 10/30/23



Anthony's Tampa Bay Pressure Washing

John Hall
Cory Lakes Isle
10441 Cory Lake Dr
Tampa, FL 33647

☎ (813) 720-0306
✉ clcddfm@gmail.com

| | |
|---------------|--------------------|
| ESTIMATE | #33162 |
| ESTIMATE DATE | Sep 12, 2023 |
| SERVICE DATE | Sep 12, 2023 |
| TOTAL | \$35,000.00 |

CONTACT US

2234 Lithia Center Lane
Valrico, FL 33596

☎ (813) 545-9140
✉ info@tampabaypressurewashing.com

ESTIMATE

| Services | qty | unit price | amount |
|-----------------------------|-----|-------------|-------------|
| Community Sidewalk Cleaning | 1.0 | \$35,000.00 | \$35,000.00 |

Keep your curb appeal with sidewalk cleaning. To prevent algae growth from making your sidewalks unsightly and slick, book us twice a year to maintain your driveways. We use Surface cleaners as to not leave any "tiger stripes" and ensure a smooth even cleaning. Heated water and degreasers may be needed to help treat stains left by vehicles.

Services subtotal: \$35,000.00

Exhibit A

Total **\$35,000.00**

Cory Lakes

Community Development District

EXHIBIT

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AGENDA

DRAFT

SUMMARY OF MOTIONS MINUTES OF MEETING

CORY LAKES

COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Cory Lakes Community Development District was held on Thursday, October 19, 2023 at 6:00 p.m. at Cory Lakes Beach Club, 10441 Cory Lake Drive, Tampa, Florida 33647. The public was able to listen and/or participate via ZOOM, at <https://us02web.zoom.us/j/82005655048?pwd=aTEyMWNVVFIZWHP3czBaTXdRdTRxdz09>, Meeting ID: 820 0565 5048, Passcode: 400626, or telephonically at +1-305-224-1968, Meeting ID: 820 0565 5048, Passcode: 400626.

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

Chairman Castillo called the meeting to order at 6:00 p.m., conducted roll call, then led everyone in reciting the Pledge of Allegiance.

Present and constituting a quorum were:

| | |
|------------------|---------------------------------------|
| Jorge Castillo | Board Supervisor, Chairman |
| Ann Belyea | Board Supervisor, Vice Chairman |
| Ronald Acoff | Board Supervisor, Assistant Secretary |
| Rene Fontcha | Board Supervisor, Assistant Secretary |
| Cynthia McIntyre | Board Supervisor, Assistant Secretary |

Also present were:

| | |
|-----------------------------|----------------------------------|
| Larry Krause | District Manager, BREEZE |
| Patricia Thibault | District Manager, BREEZE |
| Vivek Babbar | District Counsel, SRV |
| John Hall | Facilities Manager, CLI |
| Dominique Green | Office Administrator, CLI |
| Steve Small | Onsite Account Manager, LMP |
| Kemuel Henderson (Via Zoom) | Client Manager, Allied |
| Becky Abbott | Site Supervisor, Allied |
| Richard Carpenter | LAF Committee, CLI |
| Heather Thompson | Safety & Security Committee, CLI |
| Todd Apple | Special Projects Committee, CLI |

On a MOTION by Mr. Castillo, SECONDED by Ms. Belyea, WITH ALL IN FAVOR, the Board approved **Spot Mulching for This Year, with the use of Excess Funds To Be Determined**, for the Cory Lakes Community Development District.

On a MOTION by Ms. McIntyre, SECONDED by Mr. Acoff, WITH ALL IN FAVOR, the Board approved **the Closure of the Debt Services Reserve and authorize Ms. Thibault to add the \$28,566 in the account to the General Fund**, for the Cory Lakes Community Development 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. Acoff, WITH ALL IN FAVOR, the Board approved
42 **the closure of existing and transfer of interest-earning accounts to Bank United**, for the Cory Lakes
43 Community Development District.

44

45 On a MOTION by Mr. Castillo, SECONDED by Ms. Belyea, WITH ALL IN FAVOR, the Board accepted
46 **the August 2023 Unaudited Financial Statement as Presented**, for the Cory Lakes Community
47 Development District.

48

49 On a MOTION by Ms. McIntyre, SECONDED by Ms. Belyea, WITH ALL IN FAVOR, the Board
50 approved **Staff to Issue an RFP for Auditing Services as Prescribed By District Counsel**, for the Cory
51 Lakes Community Development District.

52

53 On a MOTION by Ms. Belyea, SECONDED by Mr. Castillo, WITH ALL IN FAVOR, the Board approved
54 **the Liability Waiver with the addition of an Effective Date in the Footer**, for the Cory Lakes
55 Community Development District.

56

57 On a MOTION by Ms. Belyea, SECONDED by Mr. Castillo, WITH ALL IN FAVOR, the Board approved
58 **the Access and Use Agreement for the Beach Club Facility**, for the Cory Lakes Community
59 Development District. *This item was amended later in the meeting to remove the word "Facility" from the*
60 *document title.*

61

62 On a MOTION by Ms. Belyea, SECONDED by Mr. Fontcha, WITH ALL IN FAVOR, the Board approved
63 **the Rental Agreement for Exclusive Use of the Beach Club**, for the Cory Lakes Community
64 Development District.

65

66 On a MOTION by Mr. Fontcha, SECONDED by Ms. McIntyre, WITH ALL IN FAVOR, the Board adopted
67 **the Public Records Request Form**, for the Cory Lakes Community Development District.

68

69 On a MOTION by Ms. Belyea, SECONDED by Mr. Acoff, WITH ALL IN FAVOR, the Board approved
70 **the Minutes for the September 21, 2023, Meeting as Edited**, for the Cory Lakes Community
71 Development District.

72

73 On a MOTION by Ms. McIntyre, SECONDED by Mr. Acoff, WITH ALL IN FAVOR, the Board approved
74 **the Use of the Contract Boilerplate Template for Items Costing \$1000 and Up, and Increasing the**
75 **Font to Size 14 Point as Prescribed by District Counsel,** for the Cory Lakes Community Development
76 District.

77

78

Signature

Signature

79

Printed Name

Printed Name

80 **Title:** **Secretary** **Assistant Secretary**

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

81

Cory Lakes

Community Development District

EXHIBIT

9

AGENDA

1 **MINUTES OF MEETING**

2 **CORY LAKES**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Cory Lakes Community Development District
5 was held Thursday, October 19, 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/87271417819?pwd=OFVySWMyR1diL0lOWEpWSc82SWhCUT09>,

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

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., conducted roll call, then led everyone in
12 reciting the Pledge of Allegiance.

13 Present and constituting a quorum were:

| | | |
|----|------------------|---------------------------------------|
| 14 | Jorge Castillo | Board Supervisor, Chairman |
| 15 | Ann Belyea | Board Supervisor, Vice Chairman |
| 16 | Ronald Acoff | Board Supervisor, Assistant Secretary |
| 17 | Rene Fontcha | Board Supervisor, Assistant Secretary |
| 18 | Cynthia McIntyre | Board Supervisor, Assistant Secretary |

19 Also present were:

| | | |
|----|-----------------------------|----------------------------------|
| 20 | Larry Krause | District Manager, BREEZE |
| 21 | Patricia Thibault | District Manager, BREEZE |
| 22 | Vivek Babbar | District Counsel, SRV |
| 23 | John Hall | Facilities Manager, CLI |
| 24 | Dominique Green | Office Administrator, CLI |
| 25 | Steve Small | Onsite Account Manager, LMP |
| 26 | Kemuel Henderson (Via Zoom) | Client Manager, Allied |
| 27 | Becky Abbott | Site Supervisor, Allied |
| 28 | Richard Carpenter | LAF Committee, CLI |
| 29 | Heather Thompson | Safety & Security Committee, CLI |
| 30 | Todd Apple | Special Projects Committee, CLI |

31
32 *The following is a summary of the discussions and actions taken at the October 19, 2023 Cory Lakes CDD Board*
33 *of Supervisors Regular Meeting.*

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

35 The Chairman thanked all for attending the meeting, thanked staff for keeping the meetings on time, and
36 asked all participants to keep conversations civil.

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

38 Supervisor Acoff wished everyone a happy new fiscal year, as the October meeting was the first of the
39 2024 Fiscal Year. His new year resolution is that the community focuses on the positive, finds solutions rather
40 than differences, forges a common path, and stays constructive in facing challenges.

41 Vice Chair Belyea thanked everyone for being there.

42 Supervisor McIntyre welcomed all attendees and noted there were many attending via ZOOM. She said
43 she echoed the comments of Supervisors Castillo and Acoff, in that the community should work together toward
44 positivity.

45 Supervisor Fontcha thanked everyone for attending, said that he was looking forward to a successful
46 discussion, and noted that the shorter meetings were a move in the right direction.

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

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

50 M. Siddique said he wanted to see the community work together more and have more positivity. He
51 also mentioned the proposed fee changes for the Beach Club and that he does not want residents charged if they
52 want to get together at the Beach Club for a couple of hours.

53 Carlos Guzman mentioned that many homeowners, and over 800 signers of a petition not to sell the
54 Meadows, are concerned that the land could still be sold. He also mentioned his concerns for annexation of
55 property behind Cory Lake Isles to expand the community.

56 Toshina Sethi mentioned fees for the Clubhouse for getting together to dance. She noted a change in
57 how the facility can be used from how she used to access it. She asked that she be allowed to use the facility as
58 she used to, and for the Board to reconsider its stance on use of the facility, forgoing review by legal counsel.

59 Mia Nordberg spoke of a house on Cory Lake Drive that she said parks up to nine cars on property in a
60 dangerous way and added that they also drive dangerously through the community. Chairman Castillo noted he
61 thought it could be a POA issue. Mr. Krause added that concerned residents should contact the City of Tampa
62 Code Enforcement for the number of cars parked on a given property. Supervisor Acoff noted that the covenants
63 should be reviewed, as it was his understanding that street parking was not allowed in the community at night.
64 He added that this needed to be enforced both by the CDD and the POA, and that the issue needed be addressed
65 as a safety issue.

66 Kara Greco addressed the Board and spoke to the same issue as the previous speaker, adding that she
67 spoke with the owner of the house in question. She said that he said he spoke to the CDD and that the CDD
68 gave him permission to park like he does because he was denied permission to expand his driveway. She also
69 noted that she witnessed at least 3 instances where she says kids were forced into the street due to the parked
70 cars.

71 There were no attendees via ZOOM who addressed the Board.

72 **FIFTH ORDER OF BUSINESS – Vendor Updates**

73 **A. Envera**

74 Mr. Hall addressed the Board and noted that Envera is still reviewing fingerprint control system
75 upgrades and what their options are. Mr. Hall noted that Envera’s current system will no longer be
76 available, so they will need to change vendors for the access control, but the new system may not be
77 compatible with the current system.

78 Supervisor Acoff asked if the District may need to upgrade its system and if there would be
79 associated costs with that. Mr. Hall confirmed that may be a possibility, and that it could cost additional
80 dollars.

81 Mr. Hall noted that they are trying to upgrade at no cost, but that Cory Lakes is the only district
82 using fingerprint control with Envera. He added that they are trying to avoid using separate companies
83 for fingerprint access and gate access, but that may not be an option.

84 Chairman Castillo asked when the vendor will know if the systems and current equipment will
85 be compatible. Mr. Hall stated they are in process and did not provide a time frame. Supervisor Fontcha
86 asked if the district could test the system. Mr. Hall reiterated that Cory Lakes is the only district using
87 a fingerprint access system, and Supervisor Acoff qualified, “with this vendor.” Supervisor Acoff asked

88 if the district should consider going with a vendor that has a bigger portfolio with the system they use
89 and explore the costs of doing so.

90 **B. Landscape Maintenance Professionals - LMP**

91 Steve [Small], the Landscape Management Professionals (LMP) Account Manager for Onsite
92 Management and Landscaping, addressed the Board and provided a landscaping update that included
93 them getting ready for the holidays. He noted they trimmed palm trees and fertilized all the resident
94 palms, and they finished Cross Creek and Morris Bridge, as well as the clubhouse and pool areas.

95 Supervisor Acoff asked Mr. Small if he thought the landscaping deserved a score of 96; he
96 added that while he sees real effort out there by the landscaping team, he asked Mr. Small what can be
97 done, at no additional cost, to get the landscaping score up to a true 95 or 96. He asked what the plan
98 was to get there.

99 Mr. Small advised that summers are hard, but they are nearing the end now and are working
100 hard every day. Supervisor Acoff stated that LMP does have a good team out there, but asked if there is
101 a big-picture plan that addresses some of his concerns and that is being communicated to the team. He
102 mentioned wanting to be prepared now for spring.

103 Mr. Small advised that LMP reduces its mowing frequency to every other week starting
104 November 1, so they should be able to address items they are behind on in the off weeks. He added that
105 this will work through the end of March. Supervisor Acoff asked if LMP has a list from which they
106 work, and if that list is shared with Mr. Hall and that they have consensus on priorities. Mr. Small noted
107 the Mr. Hall works well with the team and is very proactive in providing guidance on what needs to be
108 addressed.

109 Supervisor Acoff noted that sidewalks along Cross Creek need to be trimmed back; Mr. Small
110 advised they are working on it. Mr. Small added that he would like to revamp the entrance at Cross
111 Creek, and asked Mr. Hall to explain an idea he had to forgo mulching the entire property this year.

112 Mr. Hall advised that the district usually re-mulches once a year at a cost of about \$70,000, and
113 that some [flower] beds need more mulch than others due to washout, so not all of them need to be re-
114 mulched every year. His idea is to pay LMP less money to spot mulch and transfer mulch from some of
115 the fuller areas to areas that need it more. He said they could focus on mulching the playgrounds and
116 spot mulching the rest of the community at a cost of about \$15,000 to \$20,000. He added that the
117 remaining \$50,000 [saved], plus funds from little-used line items in landscaping such as sod to help
118 cover costs, could be spent on improving the Cross Creek entrance. Mr. Hall noted this was just an idea;
119 he continued to explain several options for plantings that could also address drainage issues.

120 Supervisor Acoff agreed that they need to consider spot mulching, but that the money [saved]
121 may be earmarked for other things, including security or other places in the budget. Mr. Small noted
122 that if they had proceeded with mulching, the money saved would not be there. Supervisor Acoff
123 acknowledged that, then spoke of teamwork and thanked Mr. Small for his partnership.

124 Vice Chair Belyea asked Mr. Hall what was planted now in the area where he suggested more
125 colorful plantings. Mr. Hall advised there are currently azaleas there that are nearing the end of their life
126 cycle.

127 Ms. Thibault addressed the Board and asked them to hold on making any budgetary decisions
128 until she presented her financial analysis.

129 Chairman Castillo asked Mr. Small if his spot mulch proposal was in two phases, given the
130 \$101,000 cost. Mr. Small spoke to some of the different landscaping line items, such as sod and trees,
131 that the funds can be pulled from. Supervisor McIntyre noted that LMP needed direction from the Board
132 regarding not mulching. She also asked about mulch's impact on weed abatement. Mr. Hall added that
133 mulch helps your plants as well.

134 Chairman Castillo asked Mr. Small if moving the excess mulch was included in the price on the
135 proposal. Mr. Small advised that that cost would be separate; he did not have an estimate of the cost.
136 Chairman Castillo said he liked the creativity of the idea, and asked LMP to bring a more complete
137 proposal back next month that including moving up the mulch.

138 Supervisor McIntyre asked Mr. Small when they usually do the mulch. Mr. Small advised that
139 they usually do the mulch around Thanksgiving.

140 Supervisor Acoff asked Mr. Babbar about making modifications to the contract with LMP
141 concerning the mulch. Mr. Babbar stated that the wording of the contract is a factor, but in many cases
142 mulch is an option on which the Board can give direction, and as long as both parties agree to the
143 direction, no addendums need to be drawn up. The contract with LMP has mulching as a separate cost.

144 On a MOTION by Mr. Castillo, SECONDED by Ms. Belyea, WITH ALL IN FAVOR, the Board approved **Spot**
145 **Mulching for This Year, with the use of Excess Funds To Be Determined**, for the Cory Lakes Community
146 Development District.

147 C. Allied Universal

148 Kemuel Henderson (Client Manager) and Becky Abbott (Site Supervisor) addressed the Board
149 and introduced themselves.

150 Ms. Abbott noted that Mr. Henderson sent the information that Supervisor Acoff asked for last
151 month to Mr. Hall. Supervisor Acoff recalled his request was for an itemized accounting of Allied's new
152 charges and added value to the district. Chairman Castillo added that there was the potential for the
153 Board to explore other companies if the pricing was beyond acceptance.

154 Mr. Hall stated that the information sent to him might not be exactly what Supervisor Acoff was
155 looking for. Mr. Henderson said that he sent over a list of what the officers do, but that he missed the
156 itemized list. He said he would send that over to Mr. Hall first thing in the morning.

157 Supervisor McIntyre asked Ms. Abbott the Morris Bridge Entrance and children's safety in the
158 morning. She said kids are going from being with a parent inside the community to outside the
159 community alone and having to walk in front of and around cars. She added it will be getting dark soon
160 and that she is concerned someone will get hurt. She mentioned volunteers may be an option to help.

161 Ms. Abbott said she is there every day and sees that most of the children are escorted by their
162 parents. She noted that she does not see children running rampant, but when she does see kids where
163 they should not be, she asks them to move to a safer location by her. Supervisor McIntyre asked Ms.
164 Abbott if there was anything the Board could do to help make things better, and what she would
165 recommend be done to make things safer, such as more people or volunteers? Ms. Abbott indicated a
166 desire for more parental involvement. Supervisor McIntyre stated that the former District Manager said
167 the District could have volunteers; Ms. Abbott said that would help. She also said that conditions have
168 improved and that they are getting more support at the gate, both in the morning and afternoon. She
169 added that the gate activity takes place in 2-hour windows in the morning and again in the afternoon,
170 starting around 6:35 a.m. and again at 3:00 p.m., respectively.

171 Supervisor Acoff asked Mr. Babbar about the potential for insurance exposure by the District
172 facilitating activity with the vendor for work beyond the scope of their contract at the gate. He asked
173 for a review of the area.

174 Mr. Babbar addressed the Board and asked if the area discussed was a school-designated bus
175 stop. Supervisors advised it is carpooling; Supervisor McIntyre stated it is not a parking lot. Ms. Abbott
176 stated that the area has been used for the past six years of her being there and has only been an issue this
177 year due to increased congestion.

178 Supervisor Acoff and Mr. Babbar discussed the proximity of the Club House and whether it
179 would be a viable alternative that can also provide shelter in inclement weather. Mr. Babbar advised
180 moving the carpooling activity to a designated facility or parking lot to limit potential liability for the
181 District. Supervisor McIntyre inquired as to why they do not meet in the Publix Parking lot. Mr. Babbar
182 asked if it was just community residents, or were non-residents also using the area. Supervisor McIntyre
183 advised that people come from outside the community to pick up their children in the community and
184 then carpool them to the private school.

185 Supervisor McIntyre asked Ms. Abbott why it would not work to have parents pick their kids
186 up at the Beach Club. Ms. Abbott replied that when this was previously discussed, it was mentioned that
187 it was too much for all the outside people to come inside the community. Supervisor McIntyre said this
188 was addressed by the Security Committee and that the homeowners could park their cars in the parking
189 lot at the Beach Club with their children standing at the entrance to the Beach Club, and the carpoolers
190 would drive in, pick them up and drive out, and the homeowners could be on the Envera list to limit the
191 amount of time spent identifying them.

192 Supervisor McIntyre suggested the CDD not allow people to park in the area currently used - if
193 it is allowed to declare it a no parking area - to encourage people to use the Club House area, which she
194 said would be safer.

195 Supervisor Fontcha mentioned that this has been an issue in the community for many years,
196 though it has become a bigger issue this year, but that Allied seems to have things under control. Ms.
197 Abbott said she believes it is much better now than it was. Supervisor Fontcha questioned if this was an
198 issue; Supervisor McIntyre stated that it is a liability issue. Ms. Abbott said that she is there every
199 morning and does not see the issues others are seeing. She says it has been much better since she sent
200 out the letter telling people where they can park.

201 Supervisor Fontcha added that they can still manage the area and make sure kids are walking in
202 safer areas. Supervisor Acoff stated that if it is working, that is good, but from a compliance standpoint,
203 he wants to make sure Counsel is aware of any issues. He added that just because something has been
204 done for a long time does not necessarily make it right – if it is wrong, longevity does not make it right.

205 Mr. Babbar suggested sending an aerial photo of the area with a description to the District's
206 insurance carrier for its recommendations and any concerns. The insurance carrier will then be aware of
207 the situation and will have the opportunity to advise against this activity, or if in support of it, to possibly
208 provide parameters to ensure insurance coverage. Mr. Babbar suggested Mr. Hall provide the picture
209 and description to Mr. Krause, who will then send it to the insurance carrier.

210 Supervisor McIntyre asked if the District could use volunteers. Mr. Babbar said that could be an
211 option, but that it should also be presented to the District's insurance carrier for its recommendations.
212 Ms. Thibault added that the insurance company has specific guidelines pertaining to volunteers,
213 including adding them to a small workers' comp policy and providing for District oversight of managing
214 the volunteers. Ms. Thibault said she had a document she could send to the Board that explained the
215 oversight they would need to provide and advised Supervisors they would also need to determine which
216 of them would provide that oversight of the volunteers. She added that there was some literature she
217 would have Mr. Krause distribute to the Board on the subject.

218 Supervisor McIntyre stated that if the homeowners wanted to organize on their own, they could.
219 Mr. Babbar said that regardless of who manages the process, if activity takes place on CDD property, it
220 is a CDD issue, and the area in question was not designed to be used for carpooling. Supervisor McIntyre
221 mentioned that a resident said she could organize parents to facilitate, but staff said that the CDD would
222 still be liable for the activity on its property. Supervisor McIntyre agreed.

223 **SIXTH ORDER OF BUSINESS – Financial Items – Patricia Thibault**

224 **A. Exhibit 1 - Acceptance of the August 2023 Unaudited Financial Statement**

225 Ms. Thibault advised the Board that she included three financial documents under this item and
226 asked that she be permitted to present the documents individually and then welcome any comments and
227 questions. The Board approved.

228 Ms. Thibault began with the August 2023 Unaudited Financial Statement. She reminded the
229 Board that the numbers presented were not BREEZE numbers and advised that the Fund Balance for
230 the General Fund showed three months of Working Capital of \$482,069. She said that the Fiscal Year
231 (FY) 2024 budget showed the District needs \$627,000 to cover the three months Working Capital
232 needed, meaning the District is underbudgeted in the Working Capital line item by approximately
233 \$145,000.

234 Ms. Thibault continued to discuss the General Fund and advised that she reviewed both revenues
235 and expenditures and pulled some preliminary numbers from September. As of September 30 – which
236 does not include all utility bills by the time of this presentation – the District is approximately \$135,000
237 over budget in the Utilities line item. She also reviewed the FY 2024 budget at the same Utility line
238 item, and noted the District will be between \$60,000 and \$80,000 over budget in the Utility line items
239 if the District continues to trend [in spending] the same way. She said that she needs to do a full, in-
240 depth analysis of the utility bills.

241 Ms. Thibault next discussed Landscaping. She advised that the Landscaping Budget,
242 considering that not all bills have been received as of September 30, is \$116,757 over budget for FY
243 2023. She said the two items together total over \$260,000 over budget for FY 2023.

244 Ms. Thibault discussed the Stormwater Project. She noted that the Board earmarked \$360,000
245 for the Stormwater Project, so that the \$260,000 budget overage must now come from that \$360,000 for
246 the Stormwater Project. She continued to explain that this means that money is now no longer available
247 to address the Stormwater Project. Supervisor McIntyre asked for confirmation that by “Stormwater
248 project” Ms. Thibault meant the Weir Project. Ms. Thibault confirmed that is what she meant. Supervisor
249 Acoff added that the money that was assigned [for the Weir Project] was supposed to be assigned its
250 own line item by request, along with the money from FY 2022.

251 Supervisor McIntyre said that she reviewed the loan papers when she got on the Board in
252 December/January, and the paperwork said specifically that the loan money could not be comingled,
253 that the \$360,000 needed to be kept separate and could not be used on General Fund items. Ms. Thibault
254 reiterated that the District no longer has those funds available.

255 Supervisor Acoff expressed his displeasure with the fact that the previous management company
256 did not separate those line items. Ms. Thibault continued with her presentation, stating that the District
257 is starting the FY 2024 fiscal year over budget based on actuals from FY 2023, and that they would need
258 to consider a budget amendment, as there is not enough fund balance or working capital, and they have
259 spent the Capital Improvement Program Funds. She added that the District should end up with about
260 \$160,000 - \$170,000 in unassigned, and recommended moving it to a separate fund for the Stormwater
261 Project (Weirs).

262 Chairman Castillo noted that landscaping is over by \$116,000 and asked about utilities overage.
263 Ms. Thibault said that utilities are over by \$135,000 for FY 2023, but that amount is unreconciled, as
264 not all bills have been received and paid, and is why there are no remaining funds for the Stormwater
265 Project in 2024. Supervisor Acoff added that if that is the trend, it gets worse.

266 Chairman Castillo said he understood that the District budgeted an excess for utilities for FY
267 2024. Ms. Thibault advised they did increase the budget, but when she reviewed the actuals for 2023,
268 she noticed they did not have enough budgeted and would be short by approximately \$60,000 – \$80,000.

269 Supervisor Fontcha asked Ms. Thibault if she had done an in-depth analysis of the budget to
270 find out where there are any excesses compared to what was budgeted. Ms. Thibault said she started to
271 pull the FY 2023 final numbers and asked for a Special Meeting in November to discuss the state of the

272 budget. She said she needed to revamp the budget and reiterated that there is not enough working capital
273 or money set aside to complete the Stormwater Project, and she wanted to take a closer look at the
274 budget. She added that she did not think the budget approved for FY 2024 is sufficient given the way
275 the District is spending its funds, and she encouraged the Board to stifle non-critical spending until they
276 could meet and review her analysis.

277 Supervisor McIntyre said they were told by the previous District Manager that they had
278 \$555,000 left over from the FY 2022 budget, and then in July the auditor came and said they had
279 \$432,000 left over, a difference which they questioned. She added that the money was supposed to be
280 placed in a separate account that she says they were told by the auditor was “spendable money.”

281 Ms. Thibault stated that the District has working capital for three months of \$482,000, and there
282 is no money in a separate account. Supervisor Acoff reiterated that the funds they had requested be put
283 into a separate account never were. Chairman Castillo asked how much there was in “unassigned.” Ms.
284 Thibault said that there was, at the end of August, \$529,000. She continued to say that the \$529,000
285 considers the fact that they did not spend \$360,000 on the Stormwater Project. Chairman Castillo
286 confirmed that the \$529,000 includes the \$360,000; Supervisor Acoff confirmed that money needs to
287 cover the September expenses.

288 Ms. Thibault confirmed that when she reviewed the September 30th unreconciled balances, the
289 district used \$176,000 of the \$529,000, leaving approximately \$350,000, unreconciled. She added that
290 they have loan documents specifying that the loan money may only be expended solely for an intended
291 purpose, and that the District establish a separate account with this money and safeguard it, although
292 she said she anticipated they might need some of it to close out the Fiscal Year. Chairman Castillo asked
293 if she was referring to the gap between the \$627,000 and the \$482,000. Ms. Thibault stated she was
294 referring to daily operations.

295 **B. Analysis of Financial Banking Relationships**

296 Supervisor Acoff added that there was another \$28,000 that they agreed would be put into the
297 General Fund earlier in the year that never happened, though the money is still there. Ms. Thibault
298 advised the money to which Supervisor Acoff referred is a stand-alone fund called Series 2017 Fund,
299 containing \$28,566. She confirmed with the bank that she could access that money and asked for a
300 motion from the Board to allow her to close that account and move those funds to the General Fund.

301 On a MOTION by Ms. McIntyre, SECONDED by Mr. Acoff, WITH ALL IN FAVOR, the Board approved **the**
302 **Closure of the Debt Services Reserve and Authorized Ms. Thibault to Move the \$28,566 in that Account**
303 **to the General Fund**, for the Cory Lakes Community Development District.

304 Supervisor McIntyre asked if it created a liability to use the loan money for the General Fund.
305 Mr. Babbar stated that there was the potential for liability, as the District must report the budget and
306 audit. He added that the District may need to make a claim against Wrathell Hunt’s Liability Insurance.
307 He reiterated that if there were any liability, they would look to the manager that caused that liability.

308 Chairman Castillo noted how much the District is over budget; Ms. Thibault stated that just in
309 Landscaping and Utilities, the District is \$260,000 over budget. Chairman Castillo said they would like
310 to know where exactly they went over budget. He said that utilities were understandable due to an
311 extremely hot summer. He expressed incredulity at being so over budget in landscaping, as he said that
312 had not happened in his previous 10 years on the Board.

313 Mr. Babbar reminded that Board that he, Ms. Thibault, and Mr. Krause expressed concerns over
314 the existing budget process, and that Ms. Thibault is reviewing that now and will introduce the District
315 to a new budget process that is used in multiple districts successfully. Ms. Thibault added that she is
316 very transparent and that the Board will never have to come against her liability insurance for failure to
317 disclose financial information.

318 An audience member asked who was legally liable for using designated monies for other
319 operating expenses. Mr. Babbar said that it would be multiple parties, and explained that the Board
320 relied upon the professional, expert advice of the District Manager and made a good faith reliance on
321 his guidance; he noted that a court or anyone else would likely not look to the Board or the District, as
322 they did their due diligence. The resident noted it might be the former District Manager, and Mr. Babbar
323 pointed out it could possibly be his firm and not him individually.

324 Chairman Castillo stated that he did not know the \$529,000 included the \$360,000 from the
325 loan. Supervisor Acoff agreed. He added that they tried to get those funds into separate line items and
326 were continually ignored.

327 Ms. Thibault advised she was available to meet on November 7 for a Special Meeting to discuss
328 the budget. Supervisor Acoff said that worked for him. Several other Supervisors said that date also
329 worked for them. Ms. Thibault asked Mr. Babbar for an advertisement for that date. Supervisor McIntyre
330 asked if the meeting would be at 6:00 p.m. Ms. Thibault confirmed 6:00 p.m. Ms. Thibault added that
331 she would do more a more in-depth analysis of landscaping, as there is more overspending there, as well
332 as the utility items.

333 Mr. Babbar asked Ms. Thibault if she was planning to do a budget amendment at the special
334 meeting; she advised they would bring a budget amendment to the next regular meeting. Supervisor
335 Acoff asked if holding the Special Budget Meeting on November 7th posed an issue, as it is Voting Day.
336 The consensus was that it should not be a problem.

337 Some discussion ensued as to whether there would be a quorum for the Special Meeting; it was
338 determined there would be. Mr. Krause advised they would set up ZOOM as well. Ms. Thibault advised
339 that a budget amendment would be brought before the Board at the Regular CDD Meeting scheduled
340 for November 16th.

341 Ms. Thibault moved on to **Exhibit 2**, and gave her banking presentation to the Board, which
342 included her review of the District's banking relationships. She reviewed all bank statements received
343 through September 30th and advised that the highest interest rate the District is receiving on any of its
344 accounts is 1.26%, with some only getting 0.5%, and one only getting 0.0007%. She advised that as they
345 are a governmental entity, the District cannot get a higher private interest rate, but should be able to get
346 a rate higher than a governmental entity can receive due to their balances being insured under a Florida
347 Qualified Public Depository. She asked the Board for a motion to allow her to close the accounts. She
348 added that she works with Bank United, which provides a .25% interest rate hike over what they could
349 get at other governmental entities, and that the rate has been holding at around 5.0%.

350 On a MOTION by Ms. McIntyre, SECONDED by Mr. Acoff, WITH ALL IN FAVOR, the Board approved **the**
351 **Closure of Existing Interest-Earning Accounts and the Transfer of Such Accounts to Bank United**, for the
352 Cory Lakes Community Development District.

353 Ms. Thibault stated that she would immediately close the account containing the \$28,000 and
354 move that money over, and close the First Horizon accounts, and then open the accounts with Bank
355 United in order to get the 5.0% rate. She added that all the tax deposits will come into the interest-
356 earning money market account and then, on a one-time monthly basis, she will transfer funds over to
357 pay for operating expenses, ensuring the District is always earning interest on its money.

358 Supervisor Acoff asked Ms. Thibault if the District was set for all tax assessments to roll into
359 the right accounts. Ms. Thibault advised that she needs to file a form with Hillsborough County to
360 provide it with information on the change in financial relationship; once filed, all funds would go into
361 the one account. She also advised there is a SunTrust (Truist) account with ACH activity that the
362 accounting team needs to review before moving that activity and closing that account. She will also keep

363 the account open for the Facilities Manager for emergency expenses until she can establish new debit
364 and credit accounts.

365 Ms. Thibault then discussed **Exhibit 3** and the analysis of Fund Balance. She summarized the
366 GASB (Governmental Accounting Standards Board) 54 fund classifications (non-spendable, restricted,
367 assigned, and unassigned), and noted that if the loan document truly were earmarked and assigned to a
368 specific expenditure, it would have been classified as restricted. She explained that non-spendable funds
369 are usually dedicated for “pre-paids” and deposited funds; debt service funds have a restricted fund
370 balance; assigned amounts are established by the Board and are very transparent to the residents, as they
371 provide an idea of the Board’s vision, including for what they save.

372 Ms. Thibault talked about the Board’s 2008 Reserve Study that recommended by 2035 the
373 community replace all pavers; she added that the 2008 cost was \$18 million. She stated that the District
374 does not have any funds set aside for rainy day money and suggested the Board consider items [for
375 savings] when the District prepares for the next budget. She said she is bringing items of need to the
376 Board’s attention now so that they are aware and can plan. She reiterated paver repairs at a cost of \$18
377 million in 2008 dollars, concrete curbs and gutters for \$1.3 million in 2008 dollars, and concrete
378 sidewalks at \$1.4 million. She added that given the current market, it is possible that some of those costs
379 have increased and may have doubled. Ms. Thibault noted there is also no money set aside for other
380 potential expenses such as HVAC systems and playground replacements.

381 Ms. Thibault told the Supervisors she wants them to think about items in the community that
382 will need to be repaired and get into a savings mindset. She said they also needed to establish an Asset
383 Reserve Savings Account, which she explained can be done formally through a Reserve Study, which
384 costs about \$4,500. Supervisor McIntyre said they already approved a Reserve Study. Ms. Thibault
385 directed Mr. Krause to move forward and advised the Board that they will need to work with the Reserve
386 Study analyst and should expect some high numbers, as the District has no money set aside for asset
387 reserves. She added that they can move things around as needed and listed several items that she wants
388 to see the Board cover: the pavers, streets, curbs, gutters, the Beach Club, HVAC systems, the security
389 guard houses – those types of items are what she wants to see in the Reserve Study. Ms. Thibault also
390 said that she anticipates that first year contribution will be close to \$300,000 to \$400,000.

391 Ms. Thibault suggested the Board ask an engineer or the District Engineer to do a paver and
392 pavement analysis, as reserve studies tend to be more financial thinking regarding the life of an asset,
393 but an engineer can create a priority plan for things like curbs and gutters and pavers, which may reduce
394 the amount of the reserve study, as assets may last longer than anticipated by the analysts. Ms. Thibault
395 summarized, saying that she felt the Board should get the Reserve Study Analyst and get a proposal
396 from the District Engineer for the high-ticket items. She said she wanted to prioritize the high-ticket
397 items based on feedback from the District Engineer.

398 Chairman Castillo said that the former District Manager advised them that current residents tend
399 to not want to fund future repairs, as they may move away before any benefits to them are realized, and
400 asked Ms. Thibault’s thoughts on this, as he opined that they may get some pushback. Ms. Thibault
401 advised that this is the first district she had that did not have a Reserve Fund. Supervisor McIntyre stated
402 she did not hear any opposition from homeowners about funding a Reserve Fund last year.

403 Ms. Thibault advised the Board that HOAs are required to fund Reserve Studies annually, but
404 that CDD Boards are not. The CDD Board is also not required to follow the Reserve Study “to a T.”
405 She added that through a Reserve Study, the Board is establishing a prudent fiscal plan that allows for
406 some flexibility. Ms. Thibault put it on record that she recommends that the Board starts to ponder the
407 items discussed.

408 Ms. Thibault asked the Board for a motion to direct staff to bring back a proposal from the
409 District Engineer to provide a paver, curb, and gutter analysis so that they can be prioritized and removed
410 from the Reserve Study analyst, and have him do the other items that are normally incorporated into a

411 Reserve Study, such as the buildings and roofs and guard houses. Supervisor McIntyre asked if this item
412 could be postponed until next year, as there is no money now and the items are not prescribed to be
413 addressed for another 12 years. Ms. Thibault advised she did not think the Engineer proposal would be
414 too substantial, but suggested they wait until after the Special Budget meeting on November 7, as she
415 said she feels the Board needs to get into the mindset of not spending and instead establishing that rainy
416 day savings account, regardless of whether it is formalized through a Reserve Study or just a decision
417 by the Board to start a savings account.

418 Supervisor Acoff agreed and reiterated that they need to develop a plan, and that part of the
419 Reserve Study gives that 3-5-10 year plan. He said that no one operates a home without a reserve, and
420 so how can they operate a community budget without one. Ms. Thibault restated that the District need
421 not follow a Reserve Study, but that she does want them to start thinking about setting aside money in
422 2025 that starts the rainy-day savings account, because she sees that they are already over budget for FY
423 2024. Supervisor Acoff stated that they thought they had \$435,000. Supervisor McIntyre said that her
424 understanding was that a well-funded reserve account added to home values.

425 On a MOTION by Mr. Castillo, SECONDED by Ms. Belyea, WITH ALL IN FAVOR, the Board accepted **the**
426 **August 2023 Unaudited Financial Statement as Presented**, for the Cory Lakes Community Development
427 District.

428 Supervisor Acoff asked if budgetary spreadsheets could be created; they would assist Mr. Hall
429 and Ms. Green in knowing month to month exactly how much money is in the budget for any spending
430 they may need to do, as well as alert them to any exceptions they could report at meetings, putting
431 everyone on the same page. He asked for financial information as close to real time as possible, as
432 currently all financial information is two months in the rears.

433 Ms. Thibault stated that she could give that report by dividing the FY 2024 budget by 12 and
434 providing it in Excel. Supervisor Belyea added that he was asking for a monthly spreadsheet going
435 forward. Supervisor Acoff and Mr. Hall noted this would be for big-ticket items, and Supervisor Acoff
436 added that he wanted to be able to look at the previous year's budget as well and see actuals last year
437 versus what was projected for the current year, which would make it easier to notice when something
438 does not add up. Ms. Thibault said the team could work with Mr. Hall to create something with which
439 he could work. She added that she will provide Mr. Hall with access to the bill payment systems so that
440 he can also remain updated on what is coming through the system.

441 **C. Discussion on RFP for Audit Services**

442 Mr. Krause advised that the Board currently uses Grau & Associates for auditing services. Ms.
443 Thibault asked the Board if they wanted to issue an RFP for Auditing Services, as there are other firms
444 that are less expensive for the same services. She said they are currently paying about \$6,400, and that
445 she has seen other firms charging between \$4,000 and \$5,000.

446 On a MOTION by Ms. McIntyre, SECONDED by Ms. Belyea, WITH ALL IN FAVOR, the Board approved
447 **Staff to Issue an RFP for Auditing Services as Prescribed By District Counsel**, for the Cory Lakes
448 Community Development District.

449 Mr. Babbar advised the Board that they need to follow Florida Statute Chapter 218 to designate
450 the Audit Committee that approves the form of the RFP and then bring it back to this Board. He added
451 that the Audit Committee is the Board of Supervisors, and that with the direction that the Board gave,
452 staff will set up an Audit Committee meeting at the next regular Board meeting.

453 Vice Chair Belyea asked if they need a read ahead for that meeting. Mr. Babbar said the biggest
454 issue is whether they want to include price in the RFP; he added that it is a best practice to include price,
455 and that it would be a standard RFP packet.

456 **SEVENTH ORDER OF BUSINESS – Staff Update: Office Administrator – Dominique Green**

457 Ms. Green advised that she is back and working with the staff, as they had to replace one
458 member of staff and now have a new team member. Ms. Green asked that anyone who comes into the
459 office treat the team members with respect.

460 Ms. Green mentioned the Veterans Day Brunch Event on November 10th from 10 a.m. to 12
461 p.m., and the Fall Festival that changed from November 4th to the same time on November 18th, due to
462 the vendor needing more time to prepare. She added that updates are made to the District's Facebook
463 page and encouraged people to follow events there. She added that she is also posting CDD-sponsored
464 and non-CDD sponsored events there as well, and identifies them as such.

465 Ms. Green advised that she did not resubmit the Event Proposal, but mentioned that the only
466 change is the Fall Festival in November. Supervisor Acoff asked if the Fall Festival is traditionally two
467 hours or if it was three hours. Ms. Green advised that it was three hours, but as last year's event was in
468 the paperwork for two hours, she went with that. She said she could make it three hours. Supervisor
469 McIntyre asked if it would cost more to make it three hours. Ms. Green said that the event's main vendor
470 is the same as previous years and so he is charging the same rates; she said she did not think he would
471 charge more if she asked for a longer event.

472 The Board gave direction to Ms. Green to make the Fall Festival three hours long, from 11 a.m.
473 to 2 p.m. Chairman Castillo noted a cost of \$4,500 for the Fall Festival and that sponsors have been
474 utilized in the past. He asked if they still have sponsors for the event. Ms. Green advised that they do
475 not have event sponsors this year, despite various outreach efforts. Supervisor Fontcha noted in the past
476 they had Realtor sponsors. Ms. Green stated that she did reach out to them to no avail.

477 Chairman Castillo asked Ms. Green if she had access to records and previous sponsors. She said
478 there is an events book that she references, but that it is outdated, so she does not have direct contact
479 information. Vice Chair Belyea asked Ms. Green if she reached out for community volunteers, as they
480 can sometimes bring in sponsors. Ms. Green advised that she posted it to Facebook and had reached out
481 to some people who had reached out to her.

482 Chairman Castillo mentioned the Holiday Boat Parade and that a resident volunteer had
483 sponsored that event, in part, for several years, and provided her name to Ms. Green. Supervisor
484 McIntyre added that it was likely many of the vendors used in previous years are in the phone book;
485 Vice Chair Belyea added that many of them advertise in The Islander as well. Supervisor Acoff said that
486 he thought Ms. Green needed the names of potential contacts. Chairman Castillo said that Ms. Green
487 should reach out to people in the most recent edition of The Islander and that she could review previous
488 editions for potential donors. Ms. Green said she could do that and reach out to them. Supervisor
489 McIntyre added that there is the Cory Lake Isle professional plaza with potential donors, and that Ms.
490 Green could send a letter requesting sponsorship from some of the businesses there. Vice Chair Belyea
491 said she would look into finding a list of donors from previous years that she could pass along to Ms.
492 Green. Supervisor McIntyre mentioned a magazine with many advertisements that she would drop off
493 at the office for Ms. Green as well.

494 **EIGHTH ORDER OF BUSINESS – Business Items**

495 **A. Consideration of Access Central Barrier Arm Proposal - \$7,082.14**

496 Supervisor Acoff said he thought this was a good deal and ultimately a money saver, but that it would
497 need to wait to be considered until after the Special Budget Meeting. Supervisor McIntyre suggested
498 adding this item to the December CDD Meeting.

499 **B. Discussion: Weir Project – *This item brought back from last meeting***

500 Ms. Thibault stated the engineer conducted an onsite review and agreed with the current plan.

501 Mr. Hall advised that he sent the current RFP and approved design drawings to the visiting
502 engineer for his review and said that the engineer advised that he would have proposed the project the
503 same way. He added that the current design is the easiest and least expensive way to address the issue,
504 and that he would have budgeted about \$400,000 for the project, close to what the District Engineer
505 projected.

506 Ms. Thibault advised that the visiting engineer reached out with two vendors who could possibly
507 do the work. She added there is currently no funding to address the issue, but that she will move
508 \$300,000 into a separate bank account/fund that will be restricted and find money to cover the rest.

509 **C. Discussion: Homeowner Action/Response Regarding Dispersion Pond [17923 Cachet Isle**
510 **Drive] - This item brought back from last meeting**

511 Mr. Babbar advised that Mr. Hall had followed up with the resident and that they received a
512 response that day from the resident's engineer who was looking for the elevations and other plat
513 information. Mr. Hall mentioned he thought the District Engineer provided them with what he had,
514 with only the original lot grading plans remaining to be obtained, and that they may need to go through
515 the City of Tampa for those. Mr. Hall added that once the resident had the original drainage design
516 drawings, they could provide more information pursuant to their game plan. Mr. Hall said that there is
517 progress on this and that between his and Mr. Babbar's outreach efforts, the resident seems to be more
518 responsive. Chairman Castillo asked if there was a timeline. Mr. Hall advised there is not one yet, and
519 that he believes there are concerns about how much soil the resident has brought in and the changes he
520 has made to SWFWMD's (Southwest Florida Water Management District) plans.

521 **D. Discussion of Events: Process and Forms**

522 **1. Defining a Group**

523 Mr. Krause advised the Board that they should define what a group is based on who needs to
524 sign forms to use the Beach Club. He said that a group is technically two or more people, but that the
525 Board could define a group for its purposes at whatever number it wished. Supervisor Fontcha said he
526 felt a group should be two or more people. Supervisors asked Mr. Krause which form he was referring
527 to. Supervisor McIntyre stated they should also consider whether they want to allow groups to make
528 money through their use of the facility. Mr. Krause advised that topic was further down the agenda and
529 responded to the earlier question that the group size issue applied to any form the District used that
530 requires a group to sign, if there are any such forms.

531 Chairman Castillo stated that he believed the District had no forms for groups to sign; they only
532 have forms to be signed by individuals and that individuals take responsibility for their events. Mr.
533 Krause confirmed then that forms are submitted based on the duration of the event, not group size.

534 **2. Consideration of a Liability Waiver for CDD Facility Use**

535 Mr. Krause mentioned that some activities at the Beach Club present a higher potential for
536 liability than do others and wanted to have a waiver in place to protect the District. Mr. Babbar stated
537 the waiver was for anyone to sign who was going to engage in any physical activity or pose some sort
538 of risk or hazard to the individual or to those around them. He added that it is a standard form that
539 releases the District from liability from any claims and that the user is assuming all risk.

540 Chairman Castillo asked Mr. Babbar if the waiver would be the correct form to use for groups
541 who wanted to do dance practice. Mr. Babbar said that it would, and included activities like dance,
542 karate, Pilates, yoga – anything with physical activity where there is a risk of injury. Chairman Castillo
543 asked for confirmation that the form would release the District from any liability; Mr. Babbar confirmed
544 that that was the goal of the form.

545 Vice Chair Belyea asked if a dance group could fill out the form and use the facility without a
546 reservation. Mr. Babbar confirmed that as long as there was no exclusive use and all participants signed

547 a liability waiver, then yes, the liability waiver would suffice for use of the facility. Supervisors asked
548 for clarification concerning the need for a COI, which would not be needed unless a business is operating
549 out of the facility, and the waiver would not supersede someone else's reservation.

550 Vice Chair Belyea made a motion to accept the Liability Waiver, and Chairman Castillo
551 Seconded. Supervisor Acoff asked for a change to document in that an effective date be added to the
552 footer for reference. Supervisor McIntyre added that they should produce written guidelines as to when
553 the liability waiver should be used to help staff ensure that it is done correctly. She asked for a letter
554 from Mr. Babbar outlining when the waiver should be signed.

555 Ms. Green asked for clarification between usage agreement or rental schedule. Vice Chair
556 Belyea said she believed it would be only if there is an exclusive rental schedule. Supervisor Acoff told
557 staff they will need to figure it out on a case-by-case basis. Supervisor Acoff added that everyone pays
558 1/1000 of the cost of the facility, so that when they say they pay for it, they are paying 1/1000, or 1/500
559 if they have two properties.

560 Supervisor McIntyre asked why the dance group could not fill out a form indicating that they
561 would use the facility ahead of time, as having up to 15 people participate must be arranged. Ms. Green
562 stated that most of the time the groups use the facility after hours, when no staff are present. Chairman
563 Castillo asked if there is a maximum number of people for the activities under the Liability Waiver.

564 Supervisor McIntyre stated that currently there is a two-hour agreement for free and she did not
565 know if that was going to change. She asked Mr. Babbar if the Liability Waiver was in lieu of a COI,
566 and he indicated that was correct. Mr. Babbar added that if someone is operating a business, then they
567 would fill out a COI. Supervisor McIntyre also stated that they need to decide if they want to allow
568 people to come into the Beach Club to make money.

569 On a MOTION by Ms. Belyea, SECONDED by Mr. Castillo, WITH ALL IN FAVOR, the Board approved **the**
570 **Liability Waiver with the addition of an Effective Date in the Footer**, for the Cory Lakes Community
571 Development District.

572 Vice Chair Belyea asked for confirmation that Mr. Babbar would send the updated waiver to
573 Mr. Krause, who would then send it to Ms. Green for use.

574 Supervisor McIntyre brought up food safety and handling as something the Board needed to
575 address. Chairman Castillo advised that topic was not on the agenda.

576 **3. Discussion/Consideration: Beach Club Facility User Agreement and Rental Policies -**
577 ***This item brought back from last meeting***

578 Mr. Krause stated that at the last meeting the Board discussed both the Beach Club User and
579 Rental agreements and attempted to shorten both for simplification. The Board had requested the
580 addition of a checklist that Mr. Krause added to the end of the Rental Agreement.

581 Mr. Babbar passed out updated versions of the Rental and User Agreements for the Board's
582 review as discussion ensued. Vice Chair Belyea noted that Mr. Hall had requested a User Agreement
583 for the Beach Club and said that the Rental Agreement and the User Agreement were two separate
584 documents. She asked if they could address the User Agreement first.

585 **a. CLI Beach Club User Agreement DRAFT – Original**

586 Mr. Babbar advised that he removed some language from the document, as there is a "catch-
587 all" paragraph at the beginning that says signers will abide by all policies of the Board. He added that
588 his goal was to create a document that was simple and easy to understand and follow. He did not want
589 to repeat what is in other documents, which can be updated as needed, with the goal that this one would
590 not need to be updated, as it would evolve alongside those other forms.

591 Supervisor McIntyre suggested reviewing the Rules and Regulation to ensure they are consistent
592 with these updates. She asked if it was appropriate to include language in the User Agreement about not
593 teaching classes for profit. Mr. Babbar said that would be better placed in the policies. He said he prefers
594 to call them policies, as “rules,” if adopted in the past, went through a formal, lengthy newspaper
595 publication process, whereas policies can be adopted at any Board meeting. He added that if they wanted
596 to change the name from Rules to Policies, they would need to check the files, and if they were adopted
597 as rules, rescind them as rules and then adopt them as Policies.

598 Supervisor McIntyre asked Mr. Babbar to provide an update on this at the next CDD meeting,
599 and Mr. Babbar asked Mr. Krause for the Resolution Adopting the Rules. Supervisor Acoff noted that
600 he liked the document and that it was simple but effective.

601 On a MOTION by Ms. Belyea, SECONDED by Mr. Castillo, WITH ALL IN FAVOR, the Board approved **the**
602 **Access and Use Agreement for the Beach Club Facility**, for the Cory Lakes Community Development
603 District. *This item was amended later in the meeting to remove the word “Facility” from the document title.*

604 **b. CLI Beach Club Rental Agreement DRAFT – Original, with Checklist**

605 Mr. Babbar noted that he did not change any of the fees; he basically reorganized it, simplified
606 it and streamlined it. Supervisor McIntyre expressed concerns that no one could use the Beach Club for
607 free anymore. Chairman Castillo confirmed that costs only applied to exclusive use of the facility.
608 Supervisor McIntyre asked how a group like the Book Club would proceed to request a one-hour
609 meeting at the Beach Club. Vice Chair Belyea advised they would see Ms. Green and tell her they
610 wanted to meet, and she would put their name in the book – they do not need a rental agreement.
611 Chairman Castillo advised there would be no reservation required. Supervisor Acoff added that if you
612 want exclusivity or after-hours, you pay the fees for the privilege, but that otherwise the two-hour
613 reservation should be free.

614 Supervisor Fontcha wanted to clarify that people only pay for events that are exclusive.
615 Supervisor Acoff asked if the limit was realistic regarding the number of people allowed for a two-hour
616 reservation, currently limited to 25. He said that it should only be limited by the capacity of the facility.
617 Other Supervisors agreed. Supervisor McIntyre added that the document should reference exclusive use.
618 Supervisors agreed that exclusive use language should be added and that guest limitations should be
619 removed on the two-hour rental.

620 Supervisor McIntyre asked about holding a public hearing any time you want to charge a fee.
621 Mr. Babbar asked about the fees on the form he received and whether they had been adopted by the
622 Board. Supervisors advised that they had not been adopted. Vice Chair Belyea and Supervisor McIntyre
623 stated that the \$350 was adopted previously; Chairman Castillo asked if a public hearing was needed if
624 the Board wanted to charge a lesser amount for the same venue. Mr. Babbar asked for confirmation that
625 the fee and the deposit were already adopted – Supervisors confirmed that they were for the longer-term
626 rental. Mr. Babbar said that now they are basically breaking up that approved fee and providing another
627 option for a lower cost, but not increasing any fees.

628 Vice Chair Belyea stated that the previous office manager had requested the Board provide a
629 rental option for users for a shorter period of time, and now they want to make it a rental agreement for
630 exclusive use of Beach Club Facilities. Mr. Babbar stated that he would add specific language pursuant
631 to renting the Beach Club. Supervisor Acoff said the User Agreement previously approved is not clear
632 that it is for the Beach Club, as it states, “Beach Club and Equipment.” He opined that the addition of
633 the word “equipment” makes it confusing and requested the language be clarified.

634 Mr. Babbar asked what the intent of the original document was. Vice Chair Belyea said that if
635 people caused damage in the facility, there was no responsibility, as they never signed an agreement.
636 She added that new homeowners have multiple forms they sign, including an agreement for use of the

637 pool and use of the gym, but not the Beach Club, so that is what this document is for. Mr. Babbar advised
638 he would make that revision to the document as well as to change the language from “Beach Club
639 Facility” to “Beach Club Meeting Room,” to include the kitchen, meeting room and bathrooms. Mr.
640 Babbar advised that the furnishings in the three areas are included.

641 Supervisor McIntyre asked if there needed to be a hearing, and Counsel advised there does not.
642 Vice Chair Belyea asked Counsel what the title of the document would now be. Mr. Babbar advised the
643 document title would be, “Beach Club,” without the word “Facility.” Vice Chair Belyea asked if they
644 could also change the name on the recently approved “Use Agreement” to also remove the word
645 “Facility.” Mr. Babbar indicated yes.

646 On a MOTION by Ms. Belyea, SECONDED by Mr. Fontcha, WITH ALL IN FAVOR, the Board approved **the**
647 **Rental Agreement for Exclusive Use of the Beach Club**, for the Cory Lakes Community Development
648 District.

649 Supervisor Acoff followed up with a question regarding a change in the number of people, and
650 Vice Chair Belyea confirmed that the change would be made as requested. Supervisor McIntyre stated
651 that if anyone wanted to use the Beach Club for two hours, they just need to come in and speak with
652 Ms. Green. Vice Chair Belyea said that she did not think there should be a two-hour time limit on use,
653 as long as there is not an exclusive use agreement in place.

654 Ms. Green asked the Board for clarification; Mr. Hall said that according to one of the
655 documents, someone could rent the clubhouse for two hours from 9 p.m. to 11 p.m. which would mean
656 staff would need to be scheduled for that event, after hours. The Board amended the two-hour rental to
657 state that the room could be rented exclusively up until 9 p.m. Mr. Babbar said that he would make that
658 time change on the document, so that a two-hour rental had to end by 9 p.m.

659 Mr. Hall added that people wanting to visit the CDD office during normal business hours, even
660 if there is a scheduled exclusive use rental scheduled for that time, should not be stopped from doing so.
661 Mr. Babbar noted that goes to his definition of the meeting room, and that he will exclude the office
662 from exclusivity, thereby allowing people access to the office during business hours, even if there is an
663 exclusive event occurring at that time.

664 **E. Discussion on Setting a Public Hearing for Fee Changes at the Cory Lakes Beach Club**

665 Mr. Krause advised that based on earlier discussions, this item was no longer necessary.

666 **F. Discussion on Public Records Requests**

667 Ms. Thibault advised the Board that BREEZE received a number of public records requests
668 recently and does honor them. She noted that they are time-consuming, and that she wanted to make
669 sure staff had the correct documentation and furnished the records requesters with the exact documents
670 they are requesting. She noted staff also was going to follow the timeline to fulfill a request, set by
671 Statute at two weeks. Ms. Thibault noted that requests that took longer than 15 minutes to fulfill by staff
672 would have a charge added to them as allowed by Statute, and that the charge would be \$45 per hour.
673 She added that requests that took only a portion of an hour to fulfill would be charged for that portion,
674 not the entire hour. Ms. Thibault also noted that payment would be required to be submitted before the
675 records would be released. She introduced a form that BREEZE would like to establish for records
676 requests and advised that the form would be made available on the CDD Website. This form would
677 need to be filled out and submitted by anyone requesting a record for the District.

678 Supervisor McIntyre asked if any of the records could be placed on the website. Ms. Thibault
679 advised they could, but would need to be ADA remediated, and she was not sure of the cost to doing
680 that with the current vendor.

681 On a MOTION by Mr. Fontcha, SECONDED by Ms. McIntyre, WITH ALL IN FAVOR, the Board adopted
682 the **Public Records Request Form**, for the Cory Lakes Community Development District.

683 **G. Discussion on How to Shorten CDD Meetings**

684 Mr. Krause advised that with the approval of several Beach Club documents, the Board went a
685 long way in shortening meetings moving forward. Supervisor McIntyre said she thought that only people
686 who sign up to speak should be allowed to speak. She added that she suggested it because public
687 comments and ad hoc questions took 19 minutes last month. She added that she could get a list of the
688 people on ZOOM who want to speak, and they could stick to the two lists. Mr. Babbar advised that
689 sometimes people come late to the meeting but arrive during public comments, and so would not have
690 the opportunity to sign up to speak, but should still be afforded the opportunity to speak. Vice Chair
691 Belyea asked if they could limit comments to only agenda items, and Mr. Babbar advised that Mr.
692 Krause did that earlier in the evening, but the Board allowed other comments. Supervisor Acoff said
693 that if safety issues are brought up, they should be heard.

694 Chairman Castillo asked for confirmation from Mr. Babbar that it is the Board's discretion as
695 to whether to allow off-agenda or additional comments; Mr. Babbar confirmed that the Board always
696 has that discretion, but that it should be applied fairly. Supervisor McIntyre added that there is public
697 comment allowed at the end of the meeting as well.

698 **H. UPDATE: Special Meeting between CLI POA & CDD, re: Community Covenants & Bylaws**
699 **- Setting a Meeting Date**

700 Supervisors indicated they were available to meet on 12/11/23, but Mr. Babbar was not available
701 to meet then. Other dates were discussed, but schedules could not be coordinated for December.

702 Supervisor Acoff asked about the Special Meeting in November and whether that would impact
703 the [district management contract] budget, as the Board would now hold two special meetings instead
704 of one, bringing their meeting total to 14 for the year. Mr. Krause explained that the BREEZE contract
705 covers 13 meetings a year at the contracted cost, and any additional meetings would carry an additional
706 cost. Supervisor McIntyre added that another option is to hold the POA meeting during the CDD
707 meeting, but other Supervisors indicated that could be difficult, as the prevailing thought was the Joint
708 POA/CDD Meeting needed two hours.

709 Chairman Castillo stated that they would need to look at dates in January for holding the Joint
710 POA/CDD Meeting.

711 **I. Discussion on Committees**

712 Mr. Krause asked who appoints member to the committees, who is officially a member of a
713 committee (currently and in the past), were they ever sworn in, what oversight does the Board have on
714 committees, what kind of oversight does the Board want on committees – he said that it comes down to
715 if the Board needs “committees,” and can the Board get by with “groups.” He asked how the committees
716 were serving the Board and how the committees were set up, as he is receiving requests for emails from
717 members who cannot be confirmed as members.

718 Chairman Castillo advised that through his experience on the Board, the committees they have
719 had for a long time are LAF (Landscape, Aquascape, and Facilities), Security, and Special Projects,
720 though it is a group and not a committee. Mr. Babbar said that whatever you call it, if the group is
721 officially authorized by the Board and they have agenda items to discuss and provide updates to the
722 Board, they must comply with Sunshine and public records laws and notice their public meetings.

723 Supervisor Acoff stated that it sounded like staff needs information related to who is on the
724 committees. Mr. Krause confirmed he needs to know who members of the committees are officially.
725 Supervisor Acoff asked if there was a form for the committees to fill out advising who is on them. Mr.

726 Babbar stated that the discussion centers around public records requests, whereby some people believed
727 that if you just attended a committee meeting you automatically became a member of that committee,
728 but Mr. Babbar stated that is not the way it functions. He said that typically the Board establishes a
729 committee and nominates a Chair of that committee, and that the Chair would then appoint other
730 committee members, and that would be provided in the meeting minutes.

731 Mr. Babbar mentioned that the membership information was not clear in the meeting minutes,
732 which is why the discussion item is on the agenda. He added that staff wanted to make sure everything
733 was in order for when records requests come in. He said that the process staff is looking for is that the
734 Board authorizes the committee, it sets what the parameters are and what they are authorized to do,
735 nominates the Chairperson and other members of the committee, but then the Committee Chair leads
736 the rest of the committee as far as appointments go, as they must have several members in order to make
737 quorum.

738 Mr. Krause asked if the committees have any decision-making powers or authority, and were
739 the committees set up to be strictly informational gathering, or do they provide the Board with guidance
740 and opinions, because a group could perform the same function. Supervisor Acoff stated that they make
741 recommendations to the Board. The Board confirmed that committees bring items to the Board to
742 consider, and Mr. Babbar confirmed that is part of the decision-making process, which is why all their
743 meetings need to be noticed and open to the public.

744 Ms. Thibault asked the Board if they wanted Mr. Babbar and Mr. Krause to bring them back
745 some parameters of how committees should be established, functions of committees, and the output of
746 the committee and any considerations and appointments that are done by the committee. Chairman
747 Castillo said yes and asked for guidelines and templates that they can use of committees that are running
748 them successfully. Supervisor McIntyre clarified, "a suggested format for the structure."

749 Supervisor Fontcha added he would like information on who can become a member and who
750 can be dismissed and by whom. Mr. Krause said that he was looking for information on who appoints
751 and dismisses members of the committees. Chairman Castillo asked him what he has seen in other
752 Communities. Mr. Krause advised that he does not have any other districts that have committees. Mr.
753 Babar added that about 97% of his communities do not have committees.

754 Supervisor McIntyre stated she felt committees serve a valuable purpose in Cory Lakes, as
755 homeowners are able to give input into issues important to them, and they encourage people to get
756 involved in the governance of the District. She said people had been appointed to committees in a
757 variety of ways according to her research. Ms. Thibault said the process just needed to be tightened up
758 a bit. Supervisor Acoff echoed that sentiment and asked staff to bring back recommendations as a next
759 step.

760 Mr. Babbar asked for current committees to send information to staff about how they currently
761 operate, their purpose and vision, and current members, so that staff can work on a roadmap of how to
762 ratify everything going forward.

763 Supervisor Fontcha asked staff to bring back recommendations regarding groups as well, if they
764 felt those would work better. Mr. Babbar said that he has several communities that have groups that use
765 Audience Comments to provide input to the Board, and they are not restricted by Sunshine and Public
766 Records laws. He added it gives them more flexibility and freedom and less liability with respect to
767 public records requests.

768 Vice Chair Belyea mentioned that the reason members of the previous Security Committee
769 resigned was because they were told they had to submit to Sunshine Laws. Supervisor McIntyre stated
770 that the current members have no issues with that.

771 Supervisor McIntyre asked what information the committee Chairs needed to provide. Mr.
772 Babbar stated the committee's purpose, members, what they think their role is, and what kind of
773 authority they would like to see or do already have.

774 Supervisor Fontcha said they are looking for recommendations and best practices from staff
775 regarding committees. Mr. Babbar said the best practice, in his opinion, is not to have committees. He
776 added that the people on the committees are providing a valuable service and could still email reports,
777 but would be doing it as residents, not as committee members.

778 Vice Chair Belyea asked if Mr. Babbar's recommendation for no committees applied to all
779 existing resident committees. He said that only the Board could dissolve the committees. Supervisor
780 Acoff stated that Mr. Babbar's recommendation was that the Board send him information, and then he
781 would get information back to them.

782 Ms. Thibault advised she would also reach out to the insurance company, as there may be
783 coverage issues for committee members that could have some financial impacts to the District.

784 **NINTH ORDER OF BUSINESS – Committee Reports**

785 **A. Landscape Aquascape Facilities (LAF)**

786 Mr. Carpenter addressed the Board and spoke to debris blocking drains as an issue and wanted
787 an email reminder sent to residents by the CDD and the POA.

788 Chairman Castillo asked Ms. Green to send out a notice to residents to clean their debris and
789 advise their landscapers to take their debris with them from when they trim.

790 **B. Safety and Security Committee**

791 Ms. Thompson addressed the Board and asked about the Charter and Objectives of the
792 Committee, but the Board asked to table that discussion until they get some guidance from staff.

793 Supervisor Fontcha brought up committee membership and how members were dismissed from
794 the committee, and advised they would get direction from Counsel on that.

795 ***WALKED ON ITEM: Update on Gym Expansion Plans by Special Projects***

796 Supervisor Acoff asked if Mr. Apple could provide an update to the Board on the design for
797 Gym expansion; the Board approved. Mr. Apple advised there were three public workshops held to
798 solicit community input. They are working to bring the clubhouse into compliance. He presented a
799 report on the community survey and input that was reviewed by the Engineer, Mr. Hall, and Mr. Acoff.
800 He mentioned a design that takes into consideration expanding the square footage to the gym area, and
801 seeing if they could improve storage for the racks outside and add curtain dividers to help privatize
802 areas. He said that most of the feedback was not for more equipment but for more space for the
803 equipment they already have. He went over next steps that included issuing an RFP and additional
804 meetings. He also noted it would cost about \$10,000 to do the designed work.

805 **TENTH ORDER OF BUSINESS – Approval of Minutes**

806 **A. Board of Supervisors: September 21, 2023**

- 807 **i. Summary of Motions**
- 808 **ii. Regular Meeting**
- 809 **iii. Action/Agenda or Completed Items**

810 **B. Safety and Security Committee: September 5, 2023 - *This item brought back from last meeting.***

811

812 **C. LAF Committee: October 2, 2023**

813 Supervisor Acoff complimented Mr. Krause on doing a good job with the minutes.

814 On a MOTION by Ms. Belyea, SECONDED by Mr. Acoff, WITH ALL IN FAVOR, the Board approved **the**
815 **Minutes for the September 21, 2023, Meeting as Edited**, for the Cory Lakes Community Development
816 District.

817 **ELEVENTH ORDER OF BUSINESS – Staff Reports**

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

819 There being none, the next item followed.

820 **B. Facilities Manager: John Hall**

821 Mr. Hall noted a lift station in Canary Isle is in the process of being repaired and there is a hold
822 on spending.

823 Chairman Castillo asked if there was an update on up lights in Cross Creek, as there were some
824 still missing. Mr. Hall said there were some little issues remaining, but nothing major. He said all the
825 power was restored, so Christmas lights should be OK. Supervisors advised there were still some lights
826 that were out, including some on the ground. Chairman Castillo noted some trees need to be checked
827 near the cutoff to enter the plaza.

828 Chairman Castillo also directed Mr. Hall to look into the pressure washing trailer and to get
829 some prices for consideration for when the Board looks at the 2025 Budget, as it could save the District
830 money over time. Supervisor Acoff added that it would clean the sidewalks as well as the curbs, which
831 were not cleaned by the last vendor to clean the sidewalks.

832 Chairman Castillo asked if the \$7,000 would be put on hold until after the Special Budget
833 Meeting. Supervisor Acoff advised that any costs would need to be considered after the Special Meeting.
834 Chairman Castillo asked Mr. Hall if there were any monuments that needed immediate paint for the
835 holidays. Mr. Hall advised the entrance monuments to the Isles need to be cleaned and would be done
836 over the next couple of weeks, as they were previously approved.

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

838 Mr. Babbar said that he was going to discuss Sunshine Law and social media, but staff asked to
839 table that item until the next meeting. Supervisor Acoff suggested putting the District Counsel report
840 closer to the front of the meeting. Mr. Babbar advised that was possible and added that Supervisors had
841 four-hour training coming up starting January 1, 2024. Supervisor McIntyre asked if it were four hours
842 a year and if it could be done online. Mr. Babbar said that it could be done online and would be verified
843 on their Form 1 when they fill it out each year.

844 **D. District Manager: BREEZE**

845 Ms. Thibault said she wanted to add Legal Recitals to bigger contracts that lay out details of
846 legal and record keeping and other information items such as E-Verification. She said the staff has
847 templates that are like mini-contracts and wants to start using them. Mr. Krause handed hard copy
848 samples to the Supervisors for their review. Ms. Thibault said she wants to use them for proposals for
849 anything over \$1000 to protect the District and tighten up processes. Mr. Babbar approved the document
850 and advised that a section of it needed to be increased to 14-point font per State Statute.

851 On a MOTION by Ms. McIntyre, SECONDED by Mr. Acoff, WITH ALL IN FAVOR, the Board approved **the**
852 **Use of the Contract Boilerplate Template for Items Costing \$1000 and Up, and Increasing the Font to Size**
853 **14 Point as Prescribed by District Counsel**, for the Cory Lakes Community Development District.

854 Mr. Krause advised that the ZOOM link information is the same for all CDD meetings and that
855 there is a call-in number should the link not work. He advised the link and call-in information are also
856 available on the CDD Website as well as being posted on the top of the agenda and agenda packet.

857 Supervisor McIntyre asked about comments on ZOOM and if they could be deactivated. Staff
858 advised that they could be turned off. Mr. Babbar suggested turning comments off.

859 **2. Quorum Check for Next Meeting – November 16, 2023, at 6 p.m.**

860 Supervisors advised they will be able to attend the next meeting.

861 **TWELFTH ORDER OF BUSINESS – Public Comments: Non-Agenda Items (3 Minutes per Speaker)**

862 Carlos Guzman said he wants to recover money from Wrathell Hunt from the loan that he said
863 was allowed to be comingled with the General Fund and wanted to seek other costs from them related
864 to Counsel fees. Ms. Thibault advised staff will review the Budget and that she would move about
865 \$300,000 into a Reserve Fund. Mr. Guzman said he had video of Supervisors asking the former
866 management company to separate that money. Ms. Thibault added that if they have the money available,
867 that would demonstrate they did not have the intent or will to advance that. Mr. Babbar advised more
868 data was needed to make an accurate analysis, and recovery would be difficult without evidence of
869 damages, such as the loan being called into default or violations of the loan provisions.

870 Angela Delgado wanted clarification on the Security Group. She said they were not voted in
871 and did not make decisions. She wanted to know if she was subject to Sunshine Law. Mr. Babbar advised
872 that staff will be working with District Counsel to determine who was a committee member. He advised
873 that just attending a meeting does not make one a member of that committee. Supervisor McIntyre said
874 that at the top of the meeting minutes, it said, “members present” and was approved by the Board. Mr.
875 Babbar reiterated that this is the process that will be reviewed by him and staff.

876 Kara Greco said the audio was hard to understand. She expressed frustration with several
877 Supervisors and the former District Manager for the Budget issues facing the District. Ms. Thibault
878 stated that the Board now understands the financial situation of the District and that it took an external
879 entity to bring this financial information to the Board. She expressed pride in how the Board accepted
880 the information she provided and that steps are being taken to address the issues, both now and in the
881 future. She added that the Board relies on their professional team to advise them on such matters, and
882 she is appreciative of the Board for quickly scheduling a meeting to address the issues.

883 **THIRTEENTH ORDER OF BUSINESS – Supervisors Requests**

884 Chairman Castillo asked if the agenda books could be bound moving forward to make them less
885 unwieldy. Ms. Green said she can do that moving forward.

886 Supervisor McIntyre asked staff to put out notices of the meetings as far in advance as possible.
887 Ms. Green advised she will send them out as soon as possible.

888 **FOURTEENTH ORDER OF BUSINESS – Adjournment**

889 The meeting adjourned at 9:16 p.m.

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

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

895

Signature

Signature

896

Printed Name

Printed Name

897 **Title:** **Secretary** **Assistant Secretary**

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

898

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 CL'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 Trust 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 form 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 | Larry - 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 | | | |
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Cory Lakes

Community Development District

EXHIBIT

11

AGENDA

Cory Lakes Community Development District

Facilities Manager

November 2023, Activity Report

BEACH CLUB

1. Replaced a/c filters and cleaned drain lines. (Monthly)
2. Restacked tables and chairs after rentals.
3. Fixed toilet in men's bathroom.
4. Holiday lighting installed and set to run.

Pool

1. Cleaned AC filters and vacuumed drain lines.
2. Helped with routine sanitation.
3. Cleaned mildew stains around the pool area. (Ongoing)
4. Still waiting on replacement lap lanes. Should be here.
5. Slide motor burned up. Trying to have replaced under warranty.

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. Have to clean graffiti from 3 playgrounds.
4. Working on a few rust repairs.

GYM

1. Kept area clean and organized.
2. Replaced AC filters and flushed drain lines.
3. Helped with routine sanitation.
4. Ordered men's bathroom door. More damage from someone else trying to rip it off.
5. Unclogged men's and women's bathroom toilet. People keep putting paper towels in it. Paper towels will clog the main lines.
6. Having the rover keep closer eye on gym activity. Residents not wearing proper attire.
7. Repaired the mag lock on gym door.

LANDSCAPING

1. Working on replacing and installing plants around the community. Replacing missing plants as they come up. (Ongoing)
2. Working on irrigation issues around the community. Ongoing
3. OLM inspection was on 11/1/2023. LMP awarded 97% rating. Bed weeds are

still an issue.

4. LMP working on seasonal cutbacks.
5. LMP has started the palm pruning. Resident palms about 60% done.
6. Working with LMP to identify areas that need mulch.
7. Winter annual rotation going in on 11/10/2023

LAKE MANAGEMENT

1. Solitude was out this week and treated some of the lake for grass and algae.
2. Lake and pond levels are falling due to lack of rain.
3. Some surface algae popping up but normal for dry, hot times. Keeping an eye on it and treating as needed.

SECURITY

1. Allied management still working on keeping gates staffed. Lots of new faces. Still having lots of turn over. Seems every week is a new face. Trying to fix some guard issues. (Ongoing)

OTHER ACTIONS

1. Working with District engineers on inspections of the community SWFWMD control structures. (Nothing new to report on this)
2. Working with District engineer on drainage issue on Cachet Isle. Ongoing (Vivek has sent out a notice to homeowner. SWFWMD has issued a violation to the District so we will have to game plan on how to resolve this issue. (Homeowner still asking for more time)
3. City of Tampa will be doing work to the three City maintained lift stations. A notice will be sent out before each project begins. No Start date yet.
4. Started cleaning rust stains on MB entry. Ongoing
5. Repaired electric along the Cross Creek exit side. Still have a few issues to address but main lighting is working. (Still working on small issues)
6. All holiday lighting up and running.
7. Helped with Veterans day planning and prep.
8. Replaced front end on John Deere UTV
9. Replaced oil and front tire on security truck.
10. Helping Dominique plan the boat parade.
11. Helping Dominique plan the Fall Festival.
12. Helped with Adopt-A-Road project.

Cross-Creek Security Gatehouse

1. Replaced air filter and flushed drain line.
2. Oiled gate arms.
3. Reset timers for fountains after storm
4. Replaced shear pin in resident gate arm twice. Second repair seems to be hol

- ding.
5. Holiday lighting installed and on.
 6. Replaced Spectrum router.
 7. Replaced Emerge control units.

Morris Bridge Security Gatehouse

1. Replaced ac filter, flushed and vacuumed drain lines.
2. Greased gate hinges.
3. Repaired two cameras at gatehouse.
4. Fixed one sconce light.
5. Fixed resident gate arm.

Action Plan for December 2023

1. Work with LMP on Landscape issues. Ongoing
2. Continue working with District Engineer on ongoing projects
3. Continue with following City of Tampa lift station projects
4. Work with Engineer on Cachet issues.
5. Work on rust stains.
6. Work on playground upkeep.
7. Hire more staff for pool and events.
8. Re-stain gazebo at Capri Isle entrance.
9. Fall Festival.
10. Boat Parade.

Cory Lakes

Community Development District

EXHIBIT

12

AGENDA



CORY LAKES CDD

LANDSCAPE INSPECTION
November 1, 2023

ATTENDING:
JOHN HALL – CORY LAKE
STEVE SMALL – LMP
ALEX FIGUEROA – LMP
PAUL WOODS – OLM, INC.

SCORE: 97%

**NEXT INSPECTION
DECEMBER 6, 2023 AT 10:30 AM**

CATEGORY I: MAINTENANCE CARRYOVER ITEMS

NONE

CATEGORY II: MAINTENANCE ITEMS

BEACH CLUB

1. Remove Philodendron debris.
2. Near the pool pump enclosure: Lightly prune Ligustrum canopies, maintaining a loose appearance but more symmetrical.
3. Remove palm volunteers from beds.
4. Control fungus in Majestic Beauty Hawthorn at the porte-cochere.
5. Hand prune reversion growth from Arboricola Trinettes at the building front.
6. Near the gymnasium: Lightly prune undercanopy of Ligustrum tree, maintaining an exposed multi stem quality.
7. Prune the top of the Viburnum hedgerow at the boat launch area.
8. Near the flagpole: Control hots in St. Augustine turf.
9. Confirm all trenching is done prior to mulch installation.
10. Continue removing windfall and ground debris during weekly visits.
11. Remove volunteer Ti plant from the Arboricola Trinette hedge at the Beach Club sign.
12. Fertilize Hibiscus near the boat ramp.

COMMONS

13. Cache Isle entrance: Groom spent foliage from Bird of Paradise.
14. Cache Isle: Ground prune drought stressed Plumbago at the keypad island.
15. Cache Isle: Remove Sabal Palm volunteer from center island.

16. Canary Isle frontage: Prune Texas Sage as needed to maintain sidewalk clearance.
17. Morris Bridge Road entrance: Groom White Bird of Paradise.
18. Morris Bridge Road entrance: Fertilize Plumbago along right-of-ways.
19. 11020 block of Tahiti Isle Lane: Confirm irrigation coverage to Loropetalum hedgerow.
20. Control Mites in Italian Cypress in the #3 island at Morris Bridge Road.
21. Monitor changes in Washingtonia Palm spear at the east end of the #3 island.
22. Cory Lake Blvd: Increase cleanliness in bed areas during weekly visits, removing windfall and debris.
23. Cory Lake Blvd: Control disease in Viburnum near the small playground.
24. Cory Lake Blvd: I recommend liquid fertilizing newly installed Loropetalum across the frontage of the large playground to stimulate new growth.
25. Rejuvenate prune Fountain Grass once bloom cycle is complete.
26. Barbados frontage: Hand prune Snow Queen Hibiscus to a consistent height.
27. I recommend applying deer repellent on animal browse-damaged Arboricola Trinette along Cory Lake Isle Drive right-of-ways between Cross Creek Blvd entrance and Barbados.
28. Buff out leaf accumulations and windfall throughout the Cross Creek Blvd right-of-way beds.
29. Cross Creek Blvd exit side drive: Remove herbicide treated weeds from beds.
30. Remove commercial signage across the front.
31. Continue removing dead plant material where found.
32. Bahama Isle village entrance: Hand prune Bird of Paradise, removing declining foliage.

CATEGORY III: IMPROVEMENTS – PRICING

1. Capri Isle playground: Provide a price to replenish fall zone mulch.
2. Morris Bridge Road/Capri Isle berm: Confirm price to remove dead Pine trees south of the mailbox.
3. Exit side of Cross Creek Blvd gate: Provide a price to remove dead Pine tree in the wood line.

CATEGORY IV: NOTES TO OWNER

NONE

CATEGORY V: NOTES TO CONTRACTOR

NONE

cc: John Hall clcddf@gmail.com
Larry Krause larry@breezehome.com
Scott Carlson scott.carlson@lmppro.com
Steve Small Steve.Small@lmppro.com
Bill Conrad. bill.conrad@lmppro.com
Kevin Pajala Kevin.pajala@lmppro.com
Alex Figueroa alex.figueroa@lmppro.com

Cory Lakes

Community Development District

EXHIBIT

13

AGENDA

CORY LAKE CDD

MONTHLY LANDSCAPE MAINTENANCE INSPECTION GRADESHEET

| A. LANDSCAPE MAINTENANCE | VALUE | DEDUCTION | REASON FOR DEDUCTION |
|---|------------|-----------|---|
| TURF | 5 | | |
| TURF FERTILITY | 15 | | |
| TURF EDGING | 5 | | |
| WEED CONTROL – TURF AREAS | 5 | -2 | Grassy, Zoysia at Capri gazebo |
| TURF INSECT/DISEASE CONTROL | 10 | | |
| PLANT FERTILITY | 5 | -1 | Loropetalum, ixora, crinum |
| CLEANLINESS | 5 | | Increase |
| WEED CONTROL – BED AREAS | 10 | -2 | viney growth |
| PRUNING | 10 | | |
| PLANT INSECT/DISEASE CONTROL | 5 | | |
| MULCHING | 5 | -1 | Redistribute where blown to bare soil |
| WATER/IRRIGATION MANAGEMENT | 15 | | Droughty pocket parks |
| CARRYOVERS | 5 | | |
| B. SEASONAL COLOR/PERENNIAL MAINTENANCE | VALUE | DEDUCTION | REASON FOR DEDUCTION |
| VIGOR/APPEARANCE | 10 | | Review Winter color season options (snap dragon, solid color) |
| INSECT/DISEASE CONTROL | 10 | | |
| DEADHEADING/PRUNING | 10 | | |
| MAXIMUM VALUE | 145 | | |

Date: 9-6-23 Score: 97% Performance Payment 100%

Contractor Signature: _____

Inspector Signature: _____

Property Representative Signature: _____






Cory Lakes

Community Development District

EXHIBIT

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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 | 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 | 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 ____, 2024 | Special Joint Meeting with POA - PROPOSED | 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 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 |
| 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

SERVICES AGREEMENT

This Services Agreement (the "Agreement"), is made and entered into as of the _____ of _____, 20____ by and between _____ a Private Company whose address is _____ ("Vendor"), and the **Cory Lakes Community Development District**, a local unit of special purpose government established and existing under Chapter 190, Florida Statutes, whose mailing address is 1540 International Parkway, Suite 2000, Lake Mary, Florida 32746 ("**District**") for work to be performed pursuant to this Agreement.

1) **Purpose.** The District owns and operates infrastructure and recreational amenities within the Cory Lakes Community Development District, located in Tampa, FL. The District desires to retain and independent Vendor to provide the services outlined in attached Exhibit "A" ("**Services**"), attached hereto and incorporated herein. Vendor has agreed to perform the Services and District has agreed to compensate Vendor for such Services pursuant to this Agreement.

2) **Scope of Services.** Vendor shall perform all work including, but not limited to, labor, materials, equipment, supervision, and transportation necessary to perform the Services, as provided for in Exhibit "A". If necessary, Vendor will coordinate the times/days for performance of the work necessary to complete the Services with the District's Facilities Manager prior to the Services being provided.

3) **Performance.** Vendor shall abide by the following performance standards:

- a. The Services shall be done, furnished, and performed in a workmanlike manner to the satisfaction of the District and shall be in accordance with the best management practices in the industry.
- b. Vendor agrees to keep property clean and orderly during the course of performing the Services and to remove all materials, debris, equipment, and machinery at the completion of each workday.
- c. Vendor shall use all due care to protect the property of the District, its residents and landowners from damage. Vendor agrees to repair or replace, to the District's satisfaction, any damage resulting from Vendor's activities and work within 24 hours. In the event Vendor does not repair or replace the damage to District's satisfaction, Vendor shall be responsible for reimbursing District for such damages, or the Vendor may elect to deduct the costs of the repair from the payment to Vendor for the Services performed under this Agreement.
- d. Vendor will not store materials within the community or park vehicles or vessels on any property within the community without the prior written consent of the District.

- e. Vendor will perform the Services within the timeframe agreed upon for performance of the Services as per Exhibit "A".
- f. Vendor shall require all subcontractors performing any Services under this Agreement to be subject to the terms and conditions of this Agreement.

4) **Vendor Warranties.**

- a. Vendor agrees to faithfully and fully perform the terms of this Agreement, and shall complete the Services free and clear of all liens and third party claims. Vendor shall, at all times, employ sufficient skilled workers and have on hand and maintain an adequate supply of materials and equipment to complete the Services in accordance with the time schedule.
- b. Vendor has satisfied itself and verified, by its own observations, (i) of reasonably ascertainable conditions affecting the property/equipment where the Services will be performed and has determined the materials to be furnished to complete the Services; and (ii) the conditions under which the Services will be performed; and has executed this Agreement based solely on such observations and determinations made by it, and not in reliance upon any representation by District or by anyone acting for or on behalf of District.
- c. Vendor shall comply with all legal requirements (including, without limitation, licensing requirements) applicable to the performance of the Services. Vendor shall be responsible for any fines or penalties assessed against District as a result of noncompliance with legal requirements.

5) **Compensation.** District agrees to compensate Vendor for the Services in the amounts shown in Exhibit "A". Vendor shall provide the District with an invoice for the work performed in the previous month or quarter, as applicable. District shall pay Vendor within 45 days of receipt of the invoice. Vendor acknowledges that the District is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and is exempt from the Florida Sales and Use Tax ("Sales Tax"), and shall not charge the District Sales Tax for the Services.

6) **Term and Renewal.** The initial term of this Agreement shall be for 1 year from the date above. At the end of the initial term, this Agreement shall automatically renew for subsequent 1-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to Section 7.

7) **Termination.** Either party may terminate this Agreement for convenience upon 30 days written notice to the non-terminating party. Upon termination of this Agreement, Vendor shall be entitled

to payment for all work and/or services rendered up until the effective date of the termination, subject to whatever claims or off-sets District may have against Vendor.

8) **Additional Services.** When authorized in advance in writing by District, Vendor may provide additional services. Additional services and any additional compensation are to be agreed upon in writing prior to the work commencing and covered under a separate amendment or work order authorization.

9) **Relationship Between the Parties.** It is understood that Vendor is an independent contractor and shall perform the Services pursuant to this Agreement. Nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between Vendor and District.

10) **Compliance with Governmental Regulations.** Vendor shall comply with all necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies.

11) **Insurance.** Vendor shall carry commercial general liability insurance of no less than \$1,000,000.00 per occurrence. Vendor shall deliver District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as "Additional Insured" under such policy. Such insurance policy may not be canceled without a 30-day written notice to District. Vendor will also maintain Workers Compensation insurance as required by law.

12) **Indemnification.** Vendor shall defend, indemnify and hold District, its officers, agents, officials, representatives, and employees, (individually and in their official capacity), harmless from any and all liability, loss, damages, expenses, injuries (including death), costs, claims or actions, of any type, including, but not limited to, reasonable attorney's fees in any legal proceeding through trial or appeal, which the District may hereafter sustain, incur or be required to pay, arising out of or resulting from any acts, errors or omissions of the Vendor, its agents, contractors, subcontractors, representatives, or employees and persons utilized by the Vendor in connection with the execution, performance, or nonperformance or failure to adequately perform Vendor's obligations pursuant to this Agreement, or for breach of, this Agreement or any subsequent amendments hereto.

13) **Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Vendor represents that in entering into this Agreement, the Vendor has not been designated as a "scrutinized company" under the statute and, in the event that Vendor is designated as a "scrutinized company", the Vendor shall immediately notify District whereupon this Agreement may be terminated by District.

14) **Sovereign Immunity.** Nothing contained in this Agreement is in any way intended either to be a waiver of the limitation placed upon District's liability as set forth in Section 768.28 Florida Statutes, or to extend the District's liability beyond the limits established in said Section 768.28 Florida Statutes. No claim or award against the District include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest. The District's liability in all actions arising out of this Agreement or actions in connection hereto, is limited to the monetary limits established in Section 768.28, Florida Statutes.

15) **Public Records.** As required under Section 119.0701, Florida Statutes, Vendor shall (a) keep and maintain public records required by the District in order to perform the Services, (b) upon request from District's custodian of public records, provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if Vendor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to District all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to District in a format that is compatible with the information technology systems of District.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, ATTN: LARRY KRAUSE, DISTRICT MANAGER, AT 813-565-4663, Larry@BreezeHome.com, 1540 International Parkway, Ste. 2000, Lake Mary, Florida 32746.

16) **E-Verify Registration and Use.**

- a. Pursuant to section 448.095, Florida Statutes, Vendor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Vendor employees hired on and after January 1, 2021.
- b. Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
- c. Vendor must provide evidence of compliance with section 448.095, Florida Statutes if requested by District. Evidence shall consist of an affidavit from the

Vendor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

d. Failure to comply with this provision is a material breach Agreement, and shall result in the immediate termination of the Agreement without penalty to District. Vendor shall be liable for all costs incurred by District to secure a replacement agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

17) **Venue/Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Thirteenth Judicial Circuit Court in and for Hillsborough County, Florida, or if in federal court, the Middle District Court of Florida in Tampa, Florida.

18) **Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.

19) **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

20) **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.

21) **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

22) **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of District and Vendor.

23) **Notice.** Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other party shall be made.

Vendor: Name: _____
Address: _____
Phone: _____
Email: _____

District: Cory Lakes Community Development District
c/o BREEZE
1540 International Parkway #2000
Lake Mary, Florida 32746
Attn: Patricia Thibault
Patricia@BreezeHome.com

24) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute the same instrument.

25) **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party.

26) **No Waiver.** Approval of any portion of the Work or payment therefor by District shall not constitute a waiver of any claims that District may have against Vendor with respect thereto.

27) **Conflict.** If there is a conflict between the terms of the Agreement and Exhibit "A", this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

**CORY LAKES COMMUNITY
DEVELOPMENT DISTRICT**

VENDOR: _____

By: _____

By: _____
(Authorized Corporate Officer)

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Cory Lakes

Community Development District

EXHIBIT

16

AGENDA

Larry Krause

Subject: FW: insurance quote and research
Attachments: RE: Cory Lakes CDD - Volunteers Literature

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

Hi Patricia,

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

Best Regards,

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



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

From: Andres Jimenez
Sent: Thursday, November 9, 2023 3:55 PM
To: Patricia Comings-Thibault; Charisse Bitner; Larry Kraus; Ryan Rupnarain
Cc: DL-KEEN-Egis-Risk Services
Subject: RE: insurance quote and research

Hi Patricia:

I am looping [Ryan Rupnarain](#) in so that he can comment on the car pool issue; I believe that he had been involved in the original discussion. Ryan is traveling today, but you should expect to hear from him by tomorrow afternoon.

Regarding the question about the new roofs – If the District replaced the existing roof structures with new roofs of similar kind and quality materials, then I do not see a need to make any changes to the property schedule since the District has a replacement cost policy. However, if the District chose to upgrade the materials (for example, going from a shingle roof to a metal or tile roof) then the insured value of the building should be adjusted to reflect the new replacement cost of the building.

Thanks,

Andy

Larry Krause

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

Hi Larry,

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

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

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

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

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

Best Regards,

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



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

From: Larry Krause <larry@breezehome.com>
Sent: Monday, October 30, 2023 1:40 PM
To: Charisse Bitner _____
Subject: Cory Lakes CDD - Volunteers Literature

Hi Charisse, I hope you are well!

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

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

Thank you,
Larry

Larry Krause
District Manager
813.565.4663
Larry@breezehome.com
www.BreezeHome.com





VOLUNTEER SAFETY GUIDELINES

District Name

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

General Rules

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

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

General Safety Rules

Prohibited Activities

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

Conduct

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

Drugs and Alcohol

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

Housekeeping

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

The following areas must remain clear of obstructions:

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

Injury Reporting

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

Dress Code

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

Emergency Guidelines

General Emergency Guidelines

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

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

Evacuation

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

Fire Safety

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

Emergency Guidelines

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

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

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

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

Violence

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

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

FIRE DEPARTMENT: _____
TELEPHONE: _____

POLICE DEPARTMENT: _____
TELEPHONE: _____

EMERGENCY MEDICAL SERVICES (AMBULANCE): _____
TELEPHONE: _____

HOSPITAL: _____
TELEPHONE: _____

DOCTOR: _____

ADDRESS: _____

TELEPHONE: _____

Harassment Policy

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

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

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

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

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

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

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

General Safety Precautions

Fire Prevention

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

Lifting

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

Ladders & Stepladders

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

General Safety Precautions

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

Housekeeping

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

General Safety Precautions

Electrical Safety

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

Chemical Safety

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

General Safety Precautions

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

Machine Safety

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

Hand Tool Safety

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

Office Safety

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

Volunteer Acknowledgement Form

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

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

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

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

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

Volunteer Signature

Date