



Rizzetta & Company

# **Lake Padgett Estates Independent Special District**

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## **Board of Supervisors Meeting November 18, 2021**

**District Office:  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, FL 33544  
813-994-1001**

**[www.lakepadgettisd.org](http://www.lakepadgettisd.org)**

# **LAKE PADGETT ESTATES INDEPENDENT SPECIAL DISTRICT**

Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

## **Board of Supervisors**

Steve Yarbrough  
Pam Carr  
David Hipps  
Justin Andrews  
Larry Dunleavy

Chair  
Vice Chair  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary

## **District Manager**

Lynn Hayes

Rizzetta & Company, Inc.

## **District Counsel**

Tim Hayes

Law offices of Timothy G. Hayes

## **District Engineer**

John Mueller

Landis Evans & Partners

**All cellular phones must be placed on mute while in the meeting room.**

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

# LAKE PADGETT ESTATES INDEPENDENT SPECIAL DISTRICT

District Office · Wesley Chapel, Florida (813) 994-1001

Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

[WWW.LAKEPADGETTISD.ORG](http://WWW.LAKEPADGETTISD.ORG)

November 12, 2021

**Board of Supervisors  
Lake Padgett Estates  
Independent Special District**

## REVISED FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Lake Padgett Estates Independent Special District will be held on **Thursday, November 18, 2021, at 6:30 p.m.** at the Lake Padgett Estates Stables Meeting Room, located at 3614 Stable Ridge Lane, Land O' Lakes, FL 34639. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. AUDIENCE COMMENTS**
- 4. STAFF REPORTS**
  - A. District Engineer Report ..... Tab 1
  - B. Maintenance Supervisor Report..... Tab 2
  - C. District Counsel
    - i. Committee Guidelines
    - ii. Guidelines for Park Events..... Tab 3
  - D. District Manager Report. .... Tab 4
- 5. BUSINESS ITEMS**
  - A. Presentation of Committee Meeting Minutes/ Property Management Options..... Tab 5
- 6. BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of the Board of Supervisors Meeting held on October 14, 2021 ..... Tab 6
  - B. Consideration of Operation and Expenditures for October 2021 ..... Tab 7
  - C. Consideration of Consent to Assignment to Rizzetta & Company -Rizzetta Technology Contract Agreement ..... Tab 8
- 7. SUPERVISOR REQUESTS**
- 8. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact us at (813) 994-1001.

Sincerely,

*Lynn Hayes*

Lynn Hayes  
District Manager

## Tab 1



November 8, 2021

Lynn Hayes  
Lake Padgett Estates Independent Special District  
C/O Rizzetta & Company, Inc.  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, Florida 33544  
Via email: psweeney@rizzetta.com

RE: District Engineer Report – November 2021

Dear Mr. Hayes:

1) Pasco County Department of Health (DOH) Freshwater Bathing Places Monitoring

Pasco County has provided freshwater bathing water quality results for the month of November.

| <u>Location</u>    | <u>Organisms<sup>1</sup></u> |
|--------------------|------------------------------|
| East Lake Park     | 5.2                          |
| Lake Padgett Beach | 15.25                        |

<sup>1</sup>Number of organisms per 100 ml of water, 0-199 Good, Greater than 200 Poor

The beaches have excellent quality based on the samples taken on 11/1/2021.

2) Sargent Sea Wall Replacement

No current tasks or updates.

3) Public Facilities Report

Per letter from the District Manager, Mr. Lynn Hayes, an updated Public Facilities Report has been requested to be prepared. Details regarding the report and work order authorization will be provided at the November 18 regular meeting.

Sincerely,

John J. Mueller, PE  
Landis Evans and Partners, Inc.

## Tab 2

# LAKE PADGETT ESTATES INDEPENDENT SPECIAL DISTRICT

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DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

MAILING ADDRESS · 3434 COLWELL AVENUE · SUITE 200 · TAMPA, FLORIDA 33614

- As well as general lawn and weed maintenance janitorial duties clerical work, and meeting with residents for new decals gate keys the following maintenance repairs have been completed from 10/09/21..to date.
- Treated canal in-between Saxon and weeks for duckweed.
- Treated section of long lake for yellow primrose and torpedo grasses
- Treated canal behind southshore for duckweed.
- Concrete Patched side walk at east lake park
- Concrete Patched side walk at Saxon park.
- Pressure washed cabanas at Saxon park.
- Met with Gutter Company for restates for gutters at Kaminski Park.
- Returned out board motor to land 0 lake s marine
- Pressure washed play equipment at Padgett .laird and east Lake Park.
- Started pressure washing perimeter and coral fencing at Kaminski Park.
- Replaced bathroom drain outflow on urinal at Padgett Park.
- In Saxon bathrooms Repaired flush valve
- Contacted gate repair for none working card reader on walk in gate at Padgett Park.
- Contacted gate repair for damaged junction gate box at Saxon park.
- Replaced fish gate in-between Saxon and Padgett lakes.
- Obtained new proposal for new guttering for Kaminski park stables.
- Cut down and removed large fallen limb at Kaminski Park.
- Trimming up of tree at Laird Park completed by CMH exteriors.
- At laird park Removed pod seeds from queen palm
- Removed cow carcass from canal inside lake Joyce park.

## Tab 3



**LAW OFFICES OF TIMOTHY G. HAYES, P.A.**  
**Attorney at Law**

Hidden River Corporate Center  
8875 Hidden River Parkway, Suite 300  
Temple Terrace, Florida 33637

TIMOTHY G. HAYES  
Telephone (813) 949-6525 Fax (813) 949-6433  
e-mail: tghayes@mindspring.com

**MEMORANDUM**

**To:** Lake Padgett Estates Independent Special District Board of Supervisors  
**From:** Tim Hayes, LPEISD District Counsel  
**Date:** October 30, 2021

**Re:** **Guidelines for events at LPEISD Parks**

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A little over two years ago the LPEISD Board of Supervisors was approached by a resident of Lake Padgett Estates (LPE) who desired to utilize a LPEISD park to put on a ski clinic for children of LPE. The LPEISD Board, having been sued approximately one year earlier by an individual injured severely in a jet ski accident, felt the proposed event was beneficial to LPE residents and was a worthwhile recreational activity; however, the LPEISD Board also expressed serious concerns regarding the potential liability should someone be injured during this ski clinic. Discussion ensued regarding imposing a requirement that the sponsoring entities provide a certificate of insurance in the amount of \$1,000,000.00 single and \$2,000,000.00 aggregate in coverage with LPEISD listed as a co-insured. In addition, the sponsoring entities would be required to sign an indemnification agreement, indemnifying LPEISD, the Board of Supervisors, Rizzetta and LPEISD staff from any liability for the event. This was the first time that the LPEISD Board of Supervisors had imposed such a policy and was done because of the Board's concern that the nature of the activity increased the likelihood of potential injury to participants and, therefore, liability to LPEISD.

These policies were subsequently expanded, adopted and codified by the LPEISD Board on August 20, 2020, and were included in the LPEISD Park Rules and Regulations. See attached **Exhibit "A"** which is a synopsis of the applicable rules and regulations currently in effect which govern park usage and events within LPEISD parks.

Recently the LPEISD Board was approached by the LPE Civic Association, a voluntary organization within LPE, about putting on a resident appreciation day at a LPEISD park. Included in the festivities would be a bounce-a-lot and the sale of arts and crafts by resident vendors. The LPEISD Board of Supervisors approved the event subject to the LPE Civic Association providing a certificate of insurance and indemnification agreement as previously required for the ski clinic and as required by LPEISD Park Rules and Regulations as amended August 20, 2020.

By way of comparison, and to provide the LPEISD Board with additional information, I have reviewed the park reservation guidelines and requirements for Pasco, Hillsborough and Pinellas

Counties. I have summarized and highlighted them in the attached documents. See attached **Exhibit "B"**. All three counties require: 1. Usage fees; 2. Proof of insurance with the County listed as co-insured on the certificate of insurance; and 3. Signed indemnification agreements. There are no exceptions for county versus non-county residents; these requirements apply to anyone renting county park facilities for special events. You will also note that they also require several other things depending upon the size of the event, i.e. extra security, port-o-lets, clean-up, deposits,...etc. I also noticed that "bounce houses" are apparently of particular concern for all three counties; my assumption being that they are considered to be of high risk for injuries.

By way of comparison, LPEISD requirements, while very similar to those in all three counties, are not nearly as stringent and don't require a user fee. To the contrary, not only does LPEISD not require any fees they also absorb the clean up and additional security costs if needed for the event.

If the LPEISD Board is so inclined and wishes to promote and simplify events in LPEISD parks that are strictly "community oriented" and in conformity with the District's purpose as detailed in the enacting legislation that brought about the existence of LPEISD, I would make the following recommendation for the Board to consider.

**There is nothing that prevents the LPEISD Board from organizing, sponsoring and holding annual community events within LPEISD parks, i.e. resident appreciation picnic, movies in the park, trunk or treat, car shows, ski classes, yoga classes, holiday festivals. These could be organized and run via committees appointed and authorized by the LPEISD Board of Supervisors. Insurance coverage could be obtained for the District's current insurance carrier via an events rider on the existing insurance policy. This would simplify the process and eliminate the need for the event sponsor to sign an indemnification agreement. All three local counties, through their Parks and Recreation Departments regularly hold their own community events for the benefit of County residents.**

## EXHIBIT "A"

### LAKE PADGETT ESTATES INDEPENDENT SPECIAL DISTRICT

#### PARK RULES & REGULATIONS

Adopted by Resolution 2008-1 on October 17, 2007,  
as amended on October 19, 2010,  
and as amended August 20, 2020

#### Section 6

(h.) Temporary Permit: Any person, or organization in good standing with the State of Florida, may petition the LPE Board of Supervisors for a temporary permit to use the facilities, provided, however, said petition is submitted in writing, is approved by a majority of at least three (3) members of LPE Board of Supervisors at a regular monthly meeting of the Board of Supervisors and identifies the time, date, location, and purpose of the event and proof of insurance is provided, naming LPE as an additional insured, as follows.

(1) General Liability Insurance: Each petitioner shall effect and maintain during the period of the permit insurance with companies authorized to do business in Florida, with an A.M. Best rating of B+ (or better), Class VI (or higher) Commercial General Liability Insurance with a minimum limit of coverage no less than one million dollars (\$1,000,000.00) for each occurrence, which shall include the following coverages:

- a. Premises/ Operations Liability
- b. Products/ Complete Operations
- c. Personal/ Advertising Injury
- d. Contractual Liability
- e. Independent Contractors Liability
- f. Medical Payments Five Thousand Dollars (\$5,000) coverage limit.

(2) Additional Endorsements: As may be applicable to a particular event, one (1) or more of the following endorsement(s) shall be required:

- a. Hazardous Materials Endorsement: A hazardous materials endorsement shall be required for any activities involving the use of hazardous materials. Said endorsement shall provide a coverage limit of no less than two million dollars (\$2,000,000.00) combined single limit occurrence and annual aggregate with no deductible.

- b. Animal Endorsement: An animal endorsement shall be required for any activities involving pony rides, petting zoos and other related activities with non-domestic household pets. Said endorsement shall provide a coverage limit of no less than two million dollars (\$2,000,000.00) for each occurrence and annual aggregate with no deductible.
- c. Carnival Endorsement: A carnival endorsement shall be obtained for activities involving carnival type rides, bungee jumps, trampolines, orbital rides and related rides and attractions commonly associated with a fair or carnival. Said endorsement shall provide a coverage limit of no less than five million dollars (\$5,000,000.00) for each occurrence and annual aggregate with no deductible.
- d. Boats and Planes Endorsement: A boats and plane endorsement shall be obtained for events involving the use of motorcycles, powered model cars, boats, planes, non-standard personal cars and jet or inducted fan propulsion watercraft. Said endorsement shall provide a coverage limit of no less than two million dollars (\$2,000,000.00) for each occurrence and annual aggregate with no deductible.
- e. Garage Keepers Liability Endorsement: A garage keepers and liability endorsement shall be obtained for events that include valet parking service. Said endorsement shall provide a coverage limit of no less than five hundred thousand dollars (\$500,000.00) per occurrence and per location for ACV comprehension and collision.

**Section 15. Business Activities, Soliciting and Advertising:**

- (a) Business Activities: No person shall sell or make an offer to sell goods or services or conduct business activities within a park without the express permission of the LPE.
- (b) Solicitation: No person shall solicit monetary valuable contributions from others in any LPE park without the express written permission of the District Manager.
- (c) Advertisements: No person shall advertise goods, services or events within a park without the Express Permission of the Lake Padgett Estates ISD. For the purposes of this regulation, advertisements include, but are not limited to: 1.) the distribution or posting of handbills, flyers, coupons or public announcements; or 2.) signs mounted on vehicles.

**Section 16. Park Pavilions:** Pavilions are available for use by Residents, Qualified Non-Residents and their guests on a first-come first serve basis, unless previously reserved. Reservations for the pavilions can be obtained by completing a Reservation Request Form. Forms may be obtained on the LPE Website or by contacting the District Manager or PE Staff at one of the park guard shacks during hours of operation. A party or event of 25 or more persons desiring to use a pavilion must secure an advance reservation.

**Section 20. Public Gathering:** No person shall organize or engage in a public gathering of more than fifty (50) persons in a park without the Express Permission of the LPE. For the purposes of these regulations, "public gathering" shall be defined as demonstrations, picketing, speeches, vigils, parades, ceremonies, meetings, rallies, entertainment, games, shows, concerts, picnics, weddings and all other forms of public assembly.


# Exhibit "B"

## PASCO COUNTY PARK RESERVATION GUIDELINES FOR SPECIAL EVENTS

### NOTE:

1. Of all three Bay Area Counties (Pasco, Hillsborough and Pinellas) Pasco has the most de-centralized reservation and fee structure for county recreational facilities. Pasco County has divided their park facilities into regional divisions, with reservations and fees being handled by each individual park facility. I have, therefore, used the fee structure for park facilities in the Central Pasco Park District, the region in which Lake Padgett Estates is located.
2. Some of the larger parks in Pasco County are actually managed by third parties. I could not find any uniform, universal on-line park rental application form like those used in Hillsborough and Pinellas Counties; however, I did find on-line one for Starkey Ranch District Park (see attached copy) which I would assume is the format used by the other Pasco County recreational park.
3. You will note that they require proof of insurance with \$1 million coverage, per occurrence, per vendor, when bounce-a-lots or outside vendors are involved.
4. They also require that all applicants sign an indemnification agreement.
5. In addition, they also require:
  - a. Usage fee;
  - b. Post event clean-up by the applicant;
  - c. Additional county permits depending upon the size of the event;
  - d. Security paid for by the applicant at County's discretion and depending on size of the event;
  - e. Deposits are also required to insure compliance with all rules and regulations and proper clean-up post event.

### Central Pasco Park Facility Rental Fees (Oct. 1, 2021):

 Pavilions are \$60.00 per day;

 Regular Shelters \$30.00 per day;

 Small Shelters are \$15.00. per day

Room rental rates at parks are \$15.00 per hour

Restroom rental rates for non-profits is \$5.00-\$8.00 per hr; for profit \$15.00 per hr

All athletic fields are subject to a multiple rate charges depending upon use.

Bounce houses are allowed but they require insurance approval from vendor and they must receive pre-approval from the County Risk Management office.

(Note: Based on my prior experience both through large events sponsored by our local Chamber of Commerce and local sports leagues, the County Risk Management office determines risk factors and then set insurance requirements accordingly.)



## Starkey Ranch District Park District Park Rental Request

Thank you for your interest in renting a facility within our community. This District Park Rental Request form and Statement of Understanding and Waiver of Liability must be completed for all facility rentals. Renters must read and agree to follow the Facility Rental Use Policies.

### RENTER INFORMATION

Full Name \_\_\_\_\_

Address \_\_\_\_\_  
*Street Address* *Apartment/Unit #*

Home Phone ( ) \_\_\_\_\_ Alternate Phone ( ) \_\_\_\_\_

E-mail \_\_\_\_\_

### RENTAL INFORMATION

Event Description \_\_\_\_\_

Date Desired \_\_\_\_\_ Alternate Date \_\_\_\_\_

Start Time (includes set up) \_\_\_\_\_ ☐ a.m. ☐ p.m.

End Time (includes clean up) \_\_\_\_\_ ☐ a.m. ☐ p.m.

Expected Attendance \_\_\_\_\_

Is request for repeated rentals? ☐ YES ☐ NO

If YES, how often? \_\_\_\_\_

Will alcohol be served? ☐ YES ☐ NO (Subject to additional fees, security and permits)

Area(s) requested:

\_\_\_ Pavilion #1

\_\_\_ Pavilion #2

\_\_\_ Pavilion #3

\_\_\_ Pavilion #4

\_\_\_ Pavilion #1-4 and Event Lawn



## STATEMENT OF UNDERSTANDING AND WAIVER OF LIABILITY

I, \_\_\_\_\_, the undersigned, have read and agree to follow the Facility Rental Usage Policies for reserving the facilities indicated in the District Park Rental Request form (the "Facilities"). I understand and agree that any damages to the Facilities will be deducted from my deposit and any damages in excess of the deposit will be charged to me. The Manager retains the right to suspend my use privileges without reimbursement until such damages are paid.

I also understand and agree that I am solely responsible for any liability resulting from the use of the Facilities by myself and/or my guests. I hereby release, indemnify, and hold harmless the Manager, its employees, contractors, and affiliates, and their respective successors and assigns, from, and against any and all claims, demands, actions, causes of actions, suits, liabilities, damages, losses and costs of any kind or nature, including attorneys' fees, costs and expenses, arising from the use of the Facilities.

I have also read and understand the adopted Facility Rental Usage Policies of Manager.

\_\_\_\_\_  
Renter Signature

\_\_\_\_\_  
Date

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

## OFFICE USE ONLY

Manager: \_\_\_\_\_

Application Received by: \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_ Fees/Deposit Paid

\_\_\_\_\_ Renter notified via email by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ Event Approved      \_\_\_\_\_ Event Denied (Reason: \_\_\_\_\_)

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### INSPECTION REPORT AFTER EVENT

Inspected On \_\_\_\_\_ Inspected By \_\_\_\_\_

Condition      ☐ Acceptable      ☐ Unacceptable

Description \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Starkey Ranch District Park Facility Rental Usage Policies

### **Rental Areas and Fees**

There are four (4) pavilions, three (4) sports fields and one clubroom currently available to rent within the Starkey Ranch District Park.

Current fee for sports field rental is \$25.00 per hour and an additional \$5.00 per hour with lights.

Current fee for clubroom at concession stand rental is \$10.00 per hour.

Current fee for picnic pavilion rental is \$15.00 per hour.

Current fee for lawn area and all four (4) pavilions is \$60 per hour.

Current fee for Tournament or Special Event (full facility) is \$1500 per day.

*\*Rates are subject to change without notice and will be confirmed once your rental is booked and a deposit has been received.*

There is a minimum 1-hour rental for all rentals. The clubroom is for groups of no more than 25 people, and the pavilions are for groups of no more than 20 people. Large events are subject to a different approval process, which may also require permits to be filed with the Pasco County Zoning Department.

All rentals must be reviewed and approved by the manager of the Starkey Ranch District Park (the "Manager"). Applicants should allow ample time for the approval process to take place once the application forms are submitted, which can be obtained from the Manager. A deposit in the amount of the total rental fee and any other fee(s) required pursuant to this agreement shall be paid in advance to secure your rental; provided, however, for recurring rentals, the Manager may permit a deposit in a lesser amount in its sole discretion.

### **Rental Procedures**

Rental requests may be made by following the procedures below:

1. Contact Chelsea Miller by email at [DistrictPark@StarkeyRanch.com](mailto:DistrictPark@StarkeyRanch.com) or by phone at (813) 925-9777 to confirm the availability of your desired rental date.
2. Complete and submit the Rental Request Form to Chelsea Miller at [DistrictPark@StarkeyRanch.com](mailto:DistrictPark@StarkeyRanch.com). This date will not be firm until the renter submits required forms and deposits; and the Manager approves such submissions.
3. Please allow seven (7) business days for the Manager's office to communicate with you. If approved, you will be required to pay any amount due in order to confirm. If insurance requirements (noted below) are not met at least ten (10) days prior to the event date, you will be refunded your fees and your rental will be cancelled.
4. Rental reservations may be made up to six (6) months in advance. Not all dates and times are available.
5. Renters must confirm all plans with the Manager thirty (30) days prior to the facilities use and pay total amount of rental. The Manager will determine whether confirmation will require a meeting at the facility site.

## **General Policies**

1. Any event requesting reserved space at a facility must be scheduled and approved through the Manager.
2. Renters must be over the age of 18.
3. Access gates and doors are not to be propped open for free entry/exit.
4. The facilities may be utilized by the developer or its representatives for the marketing and sales of homes in the community.
5. The facilities may be scheduled for use for approved programs and events planned by the CDD and HOA meetings. These events take precedence over private rentals.
6. Renters and their guests must follow all facilities policies and procedures.
7. Rentals will start and conclude at the time you designated on the District Park Rental Request, as long as the Manager has approved it.
8. The Manager will conduct a pre-event inspection and post-event inspection. The Manager will assess the condition of the facilities before and after the rental, and they will be responsible for determining whether the deposit will be returned.
9. Renters reserving any facility must provide one (1) chaperone for each ten (10) attendees under 18 years of age.
10. ALL decorations and trash inside and outside the facility must be removed prior to vacating the premises, immediately following the event.
11. All chairs, tables, and equipment shall be returned to original setup following each reserved use, and under no circumstances shall chairs, tables, or other equipment be removed from the center.
12. All unused food and drink must be removed from premises prior to return of deposit.
13. All facilities are to be closed no later than 10:00 p.m.
14. Amplified music and or DJs must be approved by the Manager and are subject to the noise ordinances of the community.
15. Neither admission fees nor any fund transfers which might be construed as admission fees whatsoever shall be collected by the renter unless it is part of an approved program or event.
16. The renter will be in attendance throughout the entire length of the event. If the renter leaves the event, the contract will become null and void, the event will end, and the renter's refundable deposit will become non-refundable and retained by the Manager.
17. Any damage to the facility or property, whether the renter is in attendance or not, will be the responsibility of the renter and will be charged against the refundable deposit. Any damage over the deposit amount will be additionally charged to the renter. The renter accepts full responsibility for the conduct of all event guests, adults, as well as minors.
18. The facility and surrounding areas, except designated smoking area(s), are nonsmoking and if smoking occurs outside of the designated smoking area(s) the refundable deposit will become non-refundable and additional charges, fines and penalties may be assessed if damages occur as a result of a violation of the nonsmoking policy.
19. Basic cleanup of the facility is the responsibility of the renter and includes, but may not be limited to, wiping down tables and removal of all trash and debris. If an outside caterer is used for the event, it is the renter's responsibility to assure that the caterer or member cleans all kitchen facilities and equipment used for the event. If clean-up costs from the event are incurred by the staff due to the renter's failure to complete cleanup requirements, funds will be retained from the deposit. Any cleanup costs over said deposit amount will be additionally charged to renter's credit card on file with the Manager.
20. The community reserves the right to require security staff for any event deemed necessary by the Manager. Renters may be required to hire security during the entire event, including one hour prior to the start and one hour after the conclusion of the event (or the actual time required for tear down and/or clean-up).

21. Proper attire, including shirts and shoes, must be worn at all times. No rice, birdseed, or confetti may be thrown in or around any facility. Rose petals will be permitted, provided there is complete cleanup as provided for herein. Any guest of the renter who becomes incapable of reasonable control of their actions from alcohol consumption or otherwise as determined by a staff member of the Manager will be required to leave the facility. Personal belongings of the renter and renter's guests are the sole responsibility of the individual and the Manager is not responsible for loss or damage of these items.
22. Renter must obtain approval from the Manager prior to serving alcohol at the facility, which approval may be withheld in Manager's sole discretion. If alcohol is served, it is the undersigned's responsibility for any and all actions of the guests and invitees.
23. Any violations of these Facility Rental Usage Policies will cause the undersigned to lose all of a portion of their deposit monies, at the sole discretion of the Manager.
24. Any bounce house rental or any other vendor or commercial usage must be approved by the Manager, in its sole discretion, and proper proof of insurance must be submitted to the Manager prior to utilization. This includes all outside commercial vendors (i.e. caterer, petting zoo, food truck, etc.). Insurance must be for a minimum of \$1M per occurrence and list the following under "Additional Insured:"

Starkey Ranch District Park, Inc.  
c/o Gentry Land Company, LLC  
1217 Kentucky Ave  
St. Cloud, Florida 34769

AND

Pasco County BOCC  
7305 Little Rd  
New Port Richey, FL 34769

25. Renters may terminate their agreement up to ten (10) days prior to the scheduled use, and the deposit will be refunded. If a termination by the renter occurs less than ten (10) days prior to the scheduled use, the deposit will not be returned unless the facility is used by a third party on the reservation date at a rental amount equal to or greater than that amount specified in this agreement.
26. The community reserves the right to cancel any rental or use due to "Acts of God", such as, but not limited to; earthquakes, floods, and fire and the renter's deposit will be refunded.

## **HILLSBOROUGH COUNTY PARK RESERVATION GUIDELINES FOR SPECIAL EVENTS**

### **Overview:**

You can submit an application to hold a special event at a local Hillsborough County Park. The completed special event application must be received a minimum of 90 days prior to your event date.

### **Things to Consider:**

- All facilities including shelters, rooms and buildings, are offered for private use. **No commercial activity is permitted without prior approval from Hillsborough County.**
  - Examples of commercial use include, but are not limited to: Yoga, CPR, Tai Chi or other classes where participants pay to attend or where goods or services are offered for a fee
  - To inquire about renting a facility for commercial use, send an email to Conservation Parks
- All shelter rentals must be made at least three business days in advance of the event
  - Some rooms require up to **two weeks** advance notice
  - Read the information for the shelter/room you select carefully for specific information before reserving
- Events with an expected attendance of 50 or more people must first complete a Special Event Application
  - Email Parks Administration for more information
- All rentals require payment at the time of reservation
- All cancellations must be made in writing at least two weeks in advance of the event
  - **No credits** will be considered within two weeks of the event
  - Cancellation requests may be sent to the email address listed on your receipt
- Bounce houses are not allowed at all parks
  - Read the information for the park you select carefully for individual park rules
  - You must use a vendor from the approved bounce house vendors list for parks that allow bounce houses. We have already pre-screened these vendors and they have met all insurance and licensing requirements.
- No alcohol is permitted in County parks

### **Fees:**

#### **Picnic Shelter Rental Prices**

| Size   | Capacity |
|--------|----------|
| Small  | 30       |
| Medium | 31-60    |
| Large  | 61-150   |

**Size****Capacity**

Extra Large

150

\*Fee DOES NOT include sales tax.

**Meeting Room Rental Prices**

(Minimum of 4-hour rental for meeting rooms)

| Facility Type      | Building Fee   | Staff Fee*    |
|--------------------|----------------|---------------|
| S Capacity 0-100   | \$40 Per Hour  | \$40 Per Hour |
| M Capacity 101-150 | \$45 Per Hour  | \$40 Per Hour |
| L Capacity 151-250 | \$50 Per Hour  | \$40 Per Hour |
| XL Capacity 251-up | \$100 Per Hour | \$40 Per Hour |

\* Rooms rented at staffed conservation parks do not have any staff fees.

**Special Events: \$200.00**

\*\*Fee DOES NOT include sales tax.

**Special Event Application Procedures:**

1. The completed Special Event Application must be received a minimum of 90 days prior to your event date.
2. All payments for the event must be paid 30 days prior to the date of the event. If not, the facility will be released for other organizations and/or private citizen use. Fees will be determined once the application is received.
3. Include with your application the below:
  1. A copy of the signed Special Event Indemnification Agreement. Releasing Hillsborough County BOCC from all liability relating to injuries that may occur during your event.
  2. A copy of your organizations nonprofit Florida Tax Exempt Certificate if applicable.
4. Liability insurance is a requirement for all events that are held on Hillsborough County Property. Based on the event type Hillsborough County's Safety and Risk Management Department will determine the amount of insurance needed.
5. Any organization having an event must have the most recent CDC guidelines and is responsible for abiding by them. (ADMINISTRATIVE DIRECTIVE #MS-19)
  - o <https://www.cdc.gov/coronavirus/2019-nCoV/index.html>
  - o <https://floridahealthcovid19.gov/>

### Things to Remember when Filing an Application

1. Submitting an application does not guarantee approval. All events must go through the approval process. Once the event is approved the organization will be sent a usage-permit letter stipulating the terms of the agreement. A copy of the letter must be kept onsite at the time of the event and the original must be signed back to our main office.
2. Incomplete applications will not be processed.
3. Vendors (selling item) and Exhibitors (showcase/give aways) at your event are required to fill out the proper paperwork for approval.

### Denial or Rejection of a Special Event Permit Application

1. The application is not executed properly or is incomplete.
2. The application contains material misrepresentation or fraudulent information.
3. The applicant owes Hillsborough County BOCC money from another event, services provided or damages to county property.
4. The Office of Special Events has already received a completed application and given preliminary approval for the same date and or space.
5. If the use or the event would conflict with previously planned programs organized and conducted by the county or non-governmental agencies previously scheduled for the same time and place.
6. The applicant does not comply with all applicable ordinances, traffic rules, park rules and regulations, state health laws, fire codes and liquor licensing regulations.
7. The use or event proposed by the applicant would present an unreasonable danger to health or safety of the public or applicant.
8. The use or event is prohibited by law.

---

Provide your parking plan for this event. No File Chosen

Large events will require organization to provide Hillsborough County Sheriff Deputies to direct traffic flow.

Will alcoholic beverages be served at this event?\*

☒ Yes, alcohol Will be Served ☒ No, alcohol will not be served

Some events will require Hillsborough County Deputies. Do you plan on having Hillsborough County Deputies?\*

☒ Yes ☒ No

You understand and agree that your event must be self-sustained\*

☒ I agree

Some events may require the organizer to provide Port-o-lets. You understand and agree that the Special Event Coordinator will determine the number of port-o-lets needed for this event based on the type/size and the cost of the port-o-lets is the sole responsibility of the event organizer.\*

☐ I agree

Some events may require the organizer to provide Dumpsters. You understand and agree that the Special Event Coordinator will determine the number of dumpsters needed for this event based on the type/size and the cost of the dumpsters is the sole responsibility of the event organizer.\*

☐ I agree

You understand and agree that there may be additional documentation requested for your event\*

☐ I agree

You understand and agree that the usage of Park Staff at \$40/hr. per staff will be determined by the Special Event Coordinator based on the type/size of event\*

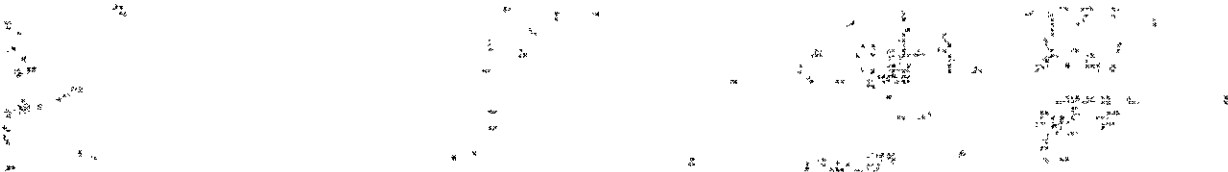
☐ I agree

You understand and agree that there may be additional fees associated with your event\*

☐ I agree

You understand and agree that as the organizer you are responsible for reviewing and abiding by the most recent CDC guidelines\*

☐ I agree





## **PINELLAS COUNTY PARK RESERVATION GUIDELINES FOR SPECIAL EVENTS**

To be sure there is enough time for all affected departments to approve the event, give you feedback on additional information needed and answer your questions, the county has established timelines for submission of use and event applications. Please review the following timelines:

Park Shelter Reservation Only — reservations can be made up to one year in advance; available online.

Facility Use Application — 30 business days prior to the need for use, but no earlier than 180 business days in advance.

Fireworks Display Operation Permit — no less than 30 days prior to event.

Special Event Application — 90 business days prior to the event, but no earlier than 180 business days in advance.

Parks & Conservation Resources (PCR) will accept Special Event applications up to one year in advance; however, this is NOT a guarantee for immediate review. Reviewing departments other than PCR may not be able to review the application until 90 days prior to the event. Once the application is received, the County will review it. The applicant will be contacted with notice of approval or a request for additional information.

**Commercial Use or Commercial Activity** Commercial Use or Commercial Activity are described as the sale, service or solicitation of goods, items, services, entertainment or amusement for a fee at any county-owned or managed land that is not offered by the department or county approved concessionaire, licensee, permittee or contracted vendor. Basically, there will be an exchange of funds, either electronically or in person, before, during or after use of a county property for catering, entertainment, drop off equipment rentals, etc. Below are two examples of Commercial Use or Commercial Services :

- A private individual or company who receives fees for services or products while operating in a county park.
- A private wedding on county-owned/operated property when money will be exchanged between any parties other than Pinellas County for any part of the service, including catering or entertainment. Examples do not include vendors or contractors who have current contracts or agreements with Pinellas County.
- Application required = Special Event application and Fireworks Display Operation Permit (if applicable).

**Park Use** Park use can be described in many ways because not all visitors to county parks have a planned activity, nor do they want to reserve a shelter. For this reason, the county created a separate category for park use as it relates to County Facility Use and Special Events. If applicable, the following section outlines the applications needed for park use only. Please review the three processes to determine if any will apply to you. Keep in mind regardless of attendance, any activity that potentially impacts the utilization of park facilities for the general public will require one of the following application processes:

- a. Park Shelter Reservation Request Only — Use of a county park for a gathering of less than 200 persons at any one time with no organized athletic activities, and does not meet any of the previous

definitions for use or event. Shelters are never required, but are recommended if you plan to have a large group of persons at any one time. For a county park shelter reservation, please visit [www.pinellascounty.org/resident/recreation.htm](http://www.pinellascounty.org/resident/recreation.htm) . Application and submittal requirements rev. 08-18-14 | 7

b. County Park Facility Use — Use of a county park or facility location (not a shelter) for a gathering of 200 or less persons at any one time. This use can be with or without a shelter reservation as shown in 4a, and does not include organized athletic activities, Commercial Use/ Commercial Activity or Road Closure . For use of a county park facility, please complete the Facility Use application .

c. Special Event within County Park — Park use for a special event can be described as the use of a county park, preserve or facility location involving organized athletic activities or involving commercial use or commercial services as described in the Commercial Use or Commercial Activity section. For use of a county park for a special event, please complete the Special Event application and Fireworks Display Operation Permit (if applicable).

d. Wedding within County Park — Park use for holding a private or commercial wedding, regardless of size. For use of a county park for a wedding, please complete the Wedding application

#### **Food & Beverage:**

Any food or beverage distribution, whether by sale or donation, shall be in compliance with the Florida Department of Business and Professional Regulation guidelines for Temporary Food Service Events and shall have appropriate business licenses and insurance. For more information regarding short term food and beverage licensing, please visit [www.myfloridalicense.com](http://www.myfloridalicense.com) . Distribution, sale or consumption of alcohol on county property or in county facilities is prohibited. However, there are occasions when the County may authorize a PUBLIC FUNCTION allowing the distribution, sale or consumption of alcohol. This activity can only be conducted if an alcohol waiver is approved by the County Administrator or a contract has been reviewed and approved by county contract review staff, including the County Administrator.

#### **Insurance Requirements:**

Minimum applicable requirements as shown below must be provided no later than 30 days prior to the event or use :

Commercial General Liability insurance including, but not limited to, Bodily Injury, Property Damage and Personal Injury.

Limits General Aggregate \$1,000,000

Products/Completed \$1,000,000

Operations Aggregate Personal Injury and Adv Injury \$1,000,000

Each Occurrence \$1,000,000 (Bodily Injury & Property Damage)

Pinellas County, a political subdivision of the state of Florida, shall be endorsed to the required policy or policies as an "Additional Insured." A copy of the "Additional Insured Endorsement" form must be provided with certificate of insurance as proof of coverage. The term "County" or "Pinellas County" shall

include all authorities, boards, bureaus, commissions, divisions, departments and offices of the County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County. All policies shall be written on a primary, non contributory basis. Pinellas County reserves the right to request a copy of all insurance policies pre-and post-event.

Additional insurance coverage or higher limits may be required based upon exposures determined during review of the application. This additional coverage may include a higher limit for General Liability. Other insurance coverage may be required including but not be limited to:

- Commercial Auto Liability
- Aviation Liability
- Liquor Liability
- Marine Liability
- Pollution Legal Liability
- Workers Compensation and Employer's Liability

Potential event requirements Vendors hired by the applicant for commercial services at an approved event are required to meet the same minimum requirements for General Liability and are required to provide proof of Commercial Auto Liability coverage if a commercial vehicle is used as part of their operation, including delivery of goods or services on county property. Proof of insurance coverage by you and for all vendors (hired or donated) must be submitted no later than 30 days before the event. Please be sure you are able to secure the proper insurance coverage. Incomplete proof of insurance coverage will not be accepted and could cause your event to be canceled. If your organization does not carry insurance coverage, we suggest you check with your agent or broker to share these requirements with them or visit TULIP website . The TULIP website will ask you to provide information related to your event. Based upon your answers, it will determine your insurance needs, and prepare and calculate a short term policy for you. If choosing to purchase a policy from this site, please include as an Additional Insured: Pinellas County Board of County Commissioners 400 South Fort Harrison Avenue Clearwater, FL. 33756 Pinellas County Risk Management recognizes the above referenced TULIP website; however, is unable to make any recommendations to or endorsements for any third party companies or organizations. Applicants meeting insurance requirements with a day specific policy should have a plan in the event of a rain delay. Insurance coverage acceptance is only authorized for the specified date on the certificate of insurance. Charges to covered policy periods must be pre-approved by Risk Management.

### **Lighting**

If the area intended for use is not meant for pedestrian traffic and does not have adequate lighting, portable flood lights will be required at the expense of the applicant.

### **Parking**

Prior to the event, adequate parking for attendees must be arranged. A parking plan with a map shall be provided by the applicant as a separate document to the Facilities Use or Special Event application.

### **Portable Restrooms/Hand Wash Stations**

Portable restrooms and hand-washing stations are required for special events in open venues without public restroom facilities, or in the event the expected attendance is greater than current recommended capacity for established restrooms. The applicant will be responsible for the ordering and payment of all portable restrooms/hand-washing stations. Proof of purchase to the County's special event contact for the department receiving the application shall be no later than 30 calendar days prior to the event. The applicant will be responsible for overseeing delivery, setup and removal of the portable restrooms. Portable restrooms need to be removed from county premises no later than 24 hours after event conclusion.

### **Waste Management/Recycling**

Waste management is the responsibility of the applicant. Pinellas County is not responsible for the removal or disposal of waste produced from a special use or special event. Please contact a waste management organization for delivery/drop-off/removal of waste through the use of additional receptacle containers or dumpsters.

### **Electrical Services**

Request for use of county electrical sources must be obtained prior to the event. A list of all equipment requiring electricity must be submitted with the Special Event application.

### **Vendors, Equipment and Other Commercial Service Providers**

All hired or contracted vendors for the event are required to provide proper proof of insurance coverage. They must provide and/or post all required permits for their services. All waste and excess materials must be removed and properly disposed of at the expense of the vendor or applicant.

### **Capacity**

All county facilities and properties have maximum capacities based upon fire/safety regulations, seating capacities, parking provisions and intended use. Pinellas County reserves the right to deny any application if the expected attendance will exceed the safe capacity of the facility or property.

### **Operation/Maintenance/Supervision**

The applicant assumes full responsibility for the operation, maintenance and supervision of the entire event. Pinellas County makes no representations about the suitability of the proposed location for the event. Applicant shall fully inspect the site and plan accordingly. Pinellas County will not provide security or assume any responsibility for personal property. For events involving multiple-day site use, security must be provided at applicant's expense to monitor personal property. If the multiple-day event involves staging, a safety check must be performed on the stage setup each day prior to the event opening.

### **Fee Structure:**

#### **Special Events:**

|                   |                         |
|-------------------|-------------------------|
| Attendance 1-50   | \$50 per day, plus tax  |
| Attendance 51-150 | \$150 per day, plus tax |

|                        |                           |
|------------------------|---------------------------|
| Attendance 151-300     | \$300 per day, plus tax   |
| Attendance 301-1,000   | \$500 per day, plus tax   |
| Attendance 1,001-2,500 | \$750 per day, plus tax   |
| Attendance 2,501-5,000 | \$1,000 per day, plus tax |
| Attendance 5,001+      | \$2,000 per day, plus tax |

#### **Weddings\*:**

##### **Weddings (non commercial) - fees may vary by park**

|                    |                         |
|--------------------|-------------------------|
| Attendance 1-50    | \$50 per day, plus tax  |
| Attendance over 51 | \$100 per day, plus tax |

##### **Weddings (supported by commercial vendor)**

|   |                         |
|---|-------------------------|
| Fee does not vary by attendance, but may vary by park | \$150 per day, plus tax |
|---|-------------------------|

**\*The above Wedding Fees do not apply to The Florida Botanical Gardens. Please contact Delectables Fine Catering for pricing.**

## FACILITIES Use Application

This application is to be completed by the individual or authorized representative of the organization requesting use of a Pinellas County facility (excluding park shelter reservation requests only; but including Wedding Usage). Submission of an application does not guarantee permission will be granted.

Purpose of Use: \_\_\_\_\_

Date(s) of Use: \_\_\_\_\_

Location

Requested: \_\_\_\_\_

Official Start /End time: \_\_\_\_\_

( Check all of the following requested uses if applicable)

Beach ☐ Green Space ☐ Shelter ☐ Shelter # \_\_\_\_\_

Setup Date/Time & Final Wrap-Up: \_\_\_\_\_

Choose Public or Private Event: Public ☐ Private ☐

Expected Attendance: Overall: \_\_\_\_\_ At any One Time: \_\_\_\_\_

### APPLICANT (complete one of the following sections)

#### INDIVIDUAL

(This section is for use by individuals only; if applicable, names of Bride and Groom shall be listed here)

Name(s): \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Zip Code: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax No: \_\_\_\_\_

Event Point of Contact: \_\_\_\_\_ POC: Phone # \_\_\_\_\_

#### COMPANY/ORGANIZATION

(This section is for use by organizations registered with the State of Florida both "For Profit and "Non Profit")

Company/Organization Name: \_\_\_\_\_

Charity Organization: Yes ☐ No ☐

(Copy of 501(c)3 Required)

Tax Exempt: Yes ☐ No ☐

(Florida Exemption Certificate Required)

Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_ Organization Website: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_ Point of Contact Name (if different): \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Cell No: \_\_\_\_\_ Fax No: \_\_\_\_\_

## TERMS OF AGREEMENT

As the applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors or parties affiliated with the event and to ensure compliance with all policies, rules and regulations, and guidelines of Pinellas County Government; including the rules and regulations of each individual department as posted at [www.pinellascounty.org](http://www.pinellascounty.org). I understand that any violations may result in immediate cancellation of the reservation and/or revocation of the permit. I understand the permit is non-transferable and non-refundable. Failure to provide all requirements and payment by the due date will result in no issuance of a permit for the event. There are parking fees in place at Fred Howard, Fort De Soto, and Sand Key Parks. Parking fees are also in place at boat ramp locations governed by Pinellas County Parks & Conservation Resources. These fees cannot be waived.

Based upon details of the event, insurance requirements may change from the below stated requirements. You will be notified of any change in these requirements. A certificate of insurance as proof of insurance shall be submitted with this application. Minimum insurance requirements are as follows:

Commercial General Liability insurance including, but not limited to, Bodily Injury, Property Damage, and Personal Injury.

Limits

|                                |             |
|--------------------------------|-------------|
| General Aggregate              | \$1,000,000 |
| Personal Injury and Adv Injury | \$1,000,000 |
| Each Occurrence                | \$1,000,000 |

- The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- Pinellas County Board of County Commissioners shall be endorsed to the required policy or policies as an Additional Insured. **Copy of the Additional Insured endorsement must be provided with the certificate of insurance as proof of coverage.**
- All policies shall be written on a primary, non-contributory basis.
- Pinellas County reserves the right to request a copy of all insurance policies.

In consideration of this agreement to allow use of the County's property, the applicant shall and does agree to indemnify, defend, pay the cost of defense, including attorney's fees and hold harmless PINELLAS COUNTY and all of its officers, agents, and employees from all suits, actions or claims of any character, including all costs, attorney's fees, expenses, damages, judgments, or decrees, brought on account of any injuries or damages received or sustained by any person, persons, participants, spectators, or property arising out of or in any way attributable to the holding, performance, operation or maintenance of the event herein permitted. This duty of defense and indemnification specifically includes any and all alleged negligence by Pinellas County as related to the event, including but not limited to the issuance of this permit, supervision of the event, conditions at or adjacent to the site, road, sidewalk, traffic signs/signal conditions.

I agree to the TERMS OF AGREEMENT as set forth in this application, and I agree to abide by all rules and regulations as provided by separate document with this applications response. The applicant represents and warrants that it has full right and authority and has obtained all necessary approvals to enter into this Agreement, that the person executing this Agreement on behalf of the Organization is authorized to do so, and that this agreement constitutes a valid and legally binding obligation of the Applicant, enforceable in accordance with its terms.

**Applicant/Authorized Representative:**      Signature: \_\_\_\_\_

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

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

## Tab 4





Rizzetta & Company

**UPCOMING DATES TO REMEMBER**

- **Next Meeting:** December 16, 2021 @ 6:30 PM
- **FY 2020-2021 Audit Completion Deadline:** June 30, 2022

**District  
Manager's  
Report**

November 18

**2021**

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**FINANCIAL SUMMARY**

**9/30/2021**

|  |                     |
|--|---------------------|
| General Fund Cash & Investment Balance:        | \$322,090           |
| Reserve Fund Cash & Investment Balance:        | \$292,161           |
| Debt Service Fund Investment Balance:          | <u>\$0</u>          |
| <b>Total Cash and Investment Balances:</b>     | <b>\$614,251</b>    |
| <b>General Fund Expense Variance: \$57,025</b> | <b>Under Budget</b> |

## Tab 5

# **Lake Padgett Estates Independent Special District**

## **Committee Report/Minutes:**

### ***2021 Informational Committee for LPEISD Management Options***

**Meeting Date: November 9, 2021 @ 7:30 pm**

#### **Committee Members:**

- Larry Dunleavy, ISD Board Supervisor Liaison/Representative
- Christie Zimmer, Resident Volunteer & Committee Chair
- Peggy Crowley, Resident Volunteer, Committee Secretary

Committee Meeting was held at the home of ISD Supervisor, Larry Dunleavy.

Meeting called to order at 7:34 pm. All Committee Members were present.

Discussion and review of the individual documents gathered to date was completed. The committee then discussed what the arrangement and flow should be for the documents and examples to be collated as a single document. After reviewing a printed example of a draft booklet, the committee made the determination that an electronic version would be too time-consuming and difficult to create as a single document. The Committee will have booklets assembled using divider tabs to distinguish the different topic areas of information and will provide a printed copy to each of the Supervisors by early next week as a goal.

The Committee discussed and agreed that the resources in the package are to include some history on the Lake Padgett ISD Bill itself, the current ISD budget summary, general management requirements and current management services provided. It is suggested these are directly related to understanding the unique needs and requirements of the Lake Padgett ISD management and oversight of an ISD in Florida. These resources were deemed to be potentially helpful for the Supervisors to be aware of to make informed decisions regarding the potential outcome from this fact-finding process. The complete booklet will include three management company prospect examples, without any cost information (#1, #2 and #3) A fourth example #4 which was sent w costs included since they were willing to provide a scenario example but are not interested in managing the Lake Padgett ISD at this time.

For the committee's presentation of the information at the 11/18 meeting, a hand-out of few ppt slides will be created of highlights of key information from the booklet. Peggy has been tasked with creating a draft of the talking points for the slide handouts. As Supervisor Larry Dunleavy is traveling this weekend through Wednesday night, these may not be ready until the day of the ISD meeting after his review.

Meeting adjourned at 8:39 p.m.

## Tab 6

**MINUTES OF MEETING**

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

**LAKE PADGETT INDEPENDENT SPECIAL DISTRICT**

The regular meeting of the Board of Supervisors of Lake Padgett Estates Independent Special District was held on **Thursday, October 14, 2021, at 6:31 p.m.** at the Lake Padgett Estates Stables Meeting Room, located at 3614 Stable Ridge Lane, Land O' Lakes, FL 34639.

Present and constituting a quorum:

|                 |  |
|-----------------|--|
| Steve Yarbrough | <b>Board Supervisor, Chair</b>               |
| Pam Carr        | <b>Board Supervisor, Vice Chair</b>          |
| David Hipps     | <b>Board Supervisor, Assistant Secretary</b> |
| Justin Andrews  | <b>Board Supervisor, Assistant Secretary</b> |
| Larry Dunleavy  | <b>Board Supervisor, Assistant Secretary</b> |

Also present were:

|               |   |
|---------------|---|
| Lynn Hayes    | <b>District Manager, Rizzetta &amp; Company, Inc.</b> |
| Timothy Hayes | <b>District Counsel, Law Offices of Tim G. Hayes</b>  |
| John Mueller  | <b>District Engineer, Sprinkle Consulting</b>         |
| Steve Rowell  | <b>Maintenance Supervisor</b>                         |

|          |         |
|----------|---------|
| Audience | Present |
|----------|---------|

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Hayes performed roll call and confirmed that a quorum was met.

**SECOND ORDER OF BUSINESS**

**Pledge of Allegiance**

The Pledge of Allegiance was recited.

**THIRD ORDER OF BUSINESS**

**Audience Comments**

Audience comments were entertained concerning the rules regarding committees.

On a Motion by Chair Yarbrough, seconded by Assistant Secretary Dunleavy, with all in favor, the Board of Supervisors authorized District Counsel to prepare committee guidelines, for the Lake Padgett Estates Independent Special District.

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**FOURTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Engineer**

Mr. Mueller provided his report and discussed recent legislature regarding stormwater and sanitary sewage reporting. He informed the Board since the LPE ISD does not have community sanitary sewers or operate a wastewater treatment plant this does not apply to the LPE ISD. He further indicated Lake Saxon is exempt from aquatic plant control permitting but must still follow the application guidelines on aquatic plants.

**B. Maintenance Supervisor**

A lengthy discussion ensued regarding the holiday parade and security issues. The Board requested that Mr. Steve Rowell coordinate the security detail/shift for the golf cart and holiday parade. The Board also requested that Mr. Rowell obtain a revised quote from Taylor Gutters for the block 6 stall and wood barn with leaf guard included.

On a Motion by Vice Chair Carr, seconded by Assistant Secretary Andrews, with all in favor, the Board of Supervisors approved to have gutters installed on the block 6 stall and wood barn not to exceed \$5,000, for the Lake Padgett Estates Independent Special District.

**C. District Counsel**

Mr. Tim Hayes provided his report and provided updates on the Sunshine Law. He explained that as a governmental entity the Lake Padgett Estates Independent Special District cannot conduct an executive session as the law states that any meeting must be open to the public. He explained the Indemnification Agreement with regards to the LPE Civic Association using Lake Padgett Estates Independent Special District property and will revise this agreement and requested the Civic Association President sign on behalf of the Civic Association to have the November 6, 2021 Fall Festival Event. He also informed the Board that a resident reported having a stormwater drainage pipe issue on his private property. He told the Board the stormwater drainage maintenance is not the responsibility of the Lake Padgett Estates Independent Special District on private property.

**D. District Manager**

Mr. Lynn Hayes presented his newly designed report to the Board and announced that the next regularly scheduled meeting is November 18, 2021 at 6:30 p.m. at the Lake Padgett Estates Stables Meeting Room, located at 3614 Stable Ridge Lane, Land O' Lakes, FL 34639.

**FIFTH ORDER OF BUSINESS**

**Discussion of Property Encroachments**

Mr. Tim Hayes reviewed a summary that he prepared for all past meeting minutes with reference to LPE ISD trails/property encroachments and the maintenance of trails.

**SIXTH ORDER OF BUSINESS**

**Consideration of the Minutes from Board  
of Supervisors Meeting Held on  
September 16, 2021**

Mr. Lynn Hayes presented the Board of Supervisors meeting minutes from the September 16, 2021 meeting and asked if there were any changes or corrections. There were none.

On a Motion by Assistant Secretary Andrews, seconded by Vice Chair Carr, with all in favor, the Board of Supervisors approved the Board of Supervisors meeting minutes, as presented, from September 16, 2021, for the Lake Padgett Estates Independent Special District.

**SEVENTH ORDER OF BUSINESS**

**Consideration of the Operation and  
Maintenance Expenditures for September 2021**

Mr. Lynn Hayes presented the Operation and Maintenance Expenditures for September 2021.

On a Motion by Assistant Secretary Dunleavy, seconded by Assistant Secretary Andrews, with all in favor, the Board of Supervisors ratified the Operation and Maintenance Expenditures for September 2021 (\$51,486.20), for the Lake Padgett Estates Independent Special District.

**EIGHTH ORDER OF BUSINESS**

**Supervisor Requests**

Assistant Secretary Dunleavy requested that the District Manager note that he provided and the committee meeting minutes and other information regarding an email interaction/response with the District Counsel regarding whether the committee was allowed to have an executive session.

**TENTH ORDER OF BUSINESS**

**Adjournment**

Mr. Hayes adjourned the meeting at approximately 8:28 p.m.

## **Tab 7**



# LAKE PADGETT ESTATES ISD

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District Office · Wesley Chapel, Florida · (813) 994-1001  
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.lakepadgettisd.org](http://www.lakepadgettisd.org)

## **Operations and Maintenance Expenditures October 2021 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2021 through October 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$35,170.30**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# LAKE PADGETT ESTATES ISD

## Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

| Vendor Name                        | Check Number | Invoice Number                 | Transaction Description                 | Check Amount |
|------------------------------------|--------------|--------------------------------|---|--------------|
| ADP Payroll                        | CD771        | CD771                          | Time & Attendance 09/21                 | \$ 42.46     |
| ADP Payroll                        | CD772        | CD772                          | PR PPE 09/26/21 PPD 10/01/21            | \$ 3,893.47  |
| ADP Payroll                        | CD773        | CD773                          | PR FEES PPE 09/26/21 PD<br>10/08/21     | \$ 109.32    |
| ADP Payroll                        | CD774        | CD774                          | PR PPE 10/10/21 PPD 10/15/21            | \$ 3,538.68  |
| ADP Payroll                        | CD775        | CD775                          | PR FEES PPE 10/10/21 PD<br>10/22/21     | \$ 114.79    |
| ADP Payroll                        | CD776        | CD776                          | Time & Attendance 10/21                 | \$ 42.46     |
| ADP Payroll                        | CD777        | CD777                          | PR PPE 10/24/21 PPD 10/29/21            | \$ 3,819.97  |
| Community News Publications        | 004324       | 140783                         | Legal Advertising Acct #LB4872<br>10/21 | \$ 184.00    |
| Duke Energy                        | 20211014-1   | 88667 82496 09/21              | Summary Bill 09/21                      | \$ 809.56    |
| Duke Energy                        | 20211025-1   | 08804 35076 09/21              | 22140 Coldstream Rd 09/21               | \$ 155.52    |
| Florida Blue                       | 004308       | 75378873                       | Health Insurance 10/15/21-<br>11/15/21  | \$ 2,547.32  |
| Florida Department of Revenue      | 004313       | 61-8018349567-4 09/21          | Sales & Use Tax 09/21                   | \$ 11.45     |
| Frontier Communications of Florida | 004309       | 210-043-0055-021920-5<br>09/21 | 210-043-0055-021920-5 09/21             | \$ 756.49    |

## LAKE PADGETT ESTATES ISD

### Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

| Vendor Name                                | Check Number | Invoice Number                 | Transaction Description                           | Check Amount |
|--|--------------|--------------------------------|---|--------------|
| Frontier Communications of Florida         | 004326       | 813-995-2205-041420-5<br>10/21 | 813-995-2205-041420-5 10/21                       | \$ 81.68     |
| Innersync Studio, LTD                      | 004315       | 19821                          | Annual Website Services/ADA<br>Compliance FY21/22 | \$ 1,537.50  |
| Justin Andrews                             | 004322       | JA101421                       | Board of Supervisor Meeting<br>10/14/21           | \$ 50.00     |
| Landis, Evans and Partners, Inc            | 004321       | 1537-17-58                     | Engineering Services 09/21                        | \$ 393.75    |
| Lawrence Dunleavy                          | 004325       | LD101421                       | Board of Supervisor Meeting<br>10/14/21           | \$ 50.00     |
| Pam Carr                                   | 004323       | PC101421                       | Board of Supervisor Meeting<br>10/14/21           | \$ 50.00     |
| Pasco County Utilities                     | 004310       | 15558745                       | #0361035 Civic Center Pkwy 09/21                  | \$ 41.46     |
| Pasco Testing Lab and Sales, Inc.          | 004318       | 17533                          | Monthly Service 09/21                             | \$ 170.00    |
| Rizzetta & Company                         | 004311       | INV0000061835                  | District Management Fees 10/21                    | \$ 4,362.50  |
| Rizzetta & Company                         | 004319       | INV0000062001                  | Assessment Roll Preparation FY<br>21/22           | \$ 5,250.00  |
| Rizzetta Technology Services               | 004312       | INV0000007972                  | E-Mail & Website Hosting Services<br>10/21        | \$ 190.00    |
| Southern Automated Access Services,<br>LLC | 004320       | 10178                          | Gate Repair - Coldstream 10/21                    | \$ 190.00    |
| Stealth Security Consultants LLC           | 004316       | 1038RC                         | Monthly Security Officer 11/21                    | \$ 5,184.00  |

## LAKE PADGETT ESTATES ISD

### Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

| <u>Vendor Name</u>            | <u>Check Number</u> | <u>Invoice Number</u> | <u>Transaction Description</u>          | <u>Check Amount</u>               |
|-------------------------------|---------------------|-----------------------|---|-----------------------------------|
| Steven Allen Yarbrough        | 004328              | SY101421              | Board of Supervisor Meeting<br>10/14/21 | \$ 50.00                          |
| Timothy G. Hayes & Associates | 004314              | 291                   | Legal Services 09/21                    | \$ 1,443.00                       |
| Verizon Wireless              | 004327              | 9890179893            | 842326036-00001 10/21                   | <u>\$ 100.92</u>                  |
| <b>Report Total</b>           |                     |                       |   | <b><u><u>\$ 35,170.30</u></u></b> |

## Tab 8

**CONSENT TO ASSIGNMENT OF THE  
CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES BY  
AND BETWEEN LAKE PADGETT ESTATES ISDCOMMUNITY DEVELOPMENT  
DISTRICT AND RIZZETTA TECHNOLOGY SERVICES, LLC. TO  
RIZZETTA & COMPANY**

**THIS ASSIGNMENT AND AMENDMENT (“Assignment”)** is made and entered into this 18<sup>th</sup> day of November 2021 by and between, Rizzetta Technology Services, LLC. Whose mailing address is 3434 Colwell Ave., Suite 200, Tampa, FL, 33614 (“**Assignor**”); and Rizzetta & Company, a Florida Corporation, whose mailing address is 3434 Colwell Ave, Suite 200, Tampa FL 33614 (“**Assignee**”); and Lake Padgett Estates Independent Special District a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Pasco County Florida, whose address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 (the “**District**”).

**RECITALS**

**WHEREAS**, Assignor and the District previously entered into that certain *Professional Technology Services contract*, dated August 15, 2019, (the “**Agreement**”); and

**WHEREAS**, on January 1, 2022, Assignee will consolidate multiple legal entities with common and exclusive ownership under the single organization (Assignee) and Assignor is one such entity resulting in Assignor being assimilated into Assignee, and such assignment requires written approval from the District to be effective; and

**WHEREAS**, Assignor and the District hereby recognize and agree that the Assignor’s rights and obligations under the Agreement could be assigned to a third party pursuant to Section XIV of the Agreement; and

**WHEREAS**, Assignor desires to assign all of its rights and obligations under the Agreement, as amended by this instrument, to Assignee, Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment; and

**NOW THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District, Assignee, and Assignor agree as follows:

- 1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.
- 2. DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT.** The District consents to Assignor’s assignment of the Agreement to Assignee.



Rizzetta & Company

**3. ASSIGNEE'S ACCEPTANCE OF LIABILITY.** Assignee agrees to assume any and all debts, obligations and liabilities of Assignor present and future, arising out of or related to the Agreement.

**4. NOTICES.** Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee as follows:

**A. If to the District:** Lake Padgett Estates Independent Special District  
5844 Old Pasco Road  
Suite 100  
Wesley Chapel, Florida 33544  
Attn: District Manager

**With a copy to:** Law Offices of Tim Hayes, P.A.  
8875 Hidden River Parkway, Suite 300  
Tampa, Florida 33637  
Attn: District Counsel

**B. If to Assignee:** Rizzetta & Company  
3434 Colwell Ave, Suite 200  
Tampa, Florida 33614  
Attn: CDD Legal

**5. COUNTERPARTS.** This Assignment 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 but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



Rizzetta & Company

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth above.

**Lake Padgett Estates Independent Special District**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: Chairman / Vice Chairman

**Assignor: Rizzetta Technology Services, LLC.**

By: William J. Rizzetta  
Print Name: William J. Rizzetta  
Its: President

**Assignee: Rizzetta & Company, Inc.**

By: William J. Rizzetta  
Print Name: William J. Rizzetta  
Its: President



Rizzetta & Company