



Rizzetta & Company

Lake Padgett Estates Independent Special District

Board of Supervisors Meeting May 19, 2022

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

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

May 11, 2022

Board of Supervisors Lake Padgett Estates Independent Special District

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, May 19, 2022, 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. Discussion of Memorial Bench for Oliver Request
5. **STAFF REPORTS**
 - A. District Engineer Report..... Tab 1
 - B. Maintenance Supervisor Report Tab 2
 - C. District Counsel
 - D. District Manager Report..... Tab 3
 1. Announcement of Voter Registration Count
6. **BUSINESS ITEMS**
 - A. Discussion of Stealth Security Consultants, LLC Contract..... Tab 4
 - B. Presentation of Fiscal Year 2022-2023 Proposed BudgetTab 5
 - C. Consideration of Resolution 2022-03, Approving Fiscal Year 2022/2023 Proposed Budget and Setting the Public Hearing on the Final Budget Tab 6
7. **BUSINESS ADMINISTRATION**
 - A. Consideration of the Budget Workshop Minutes from the Meeting held on April 21, 2022 Tab 7
 - B. Consideration of Minutes of the Board of Supervisors Meeting held on April 21, 2022 Tab 8
 - C. Consideration of Operation and Expenditures for April 2022 Tab 9
8. **SUPERVISOR REQUESTS**
9. **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.

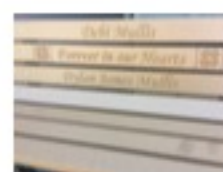
Sincerely,

Lynn Hayes

Lynn Hayes
District Manager

CANCEL

Product images



Tab 1



May 9, 2022

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 – May 2022

Dear Mr. Hayes:

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

The latest sampling results for the month of March (sample date 4/20/2022):

<u>Location</u>	<u>Organisms¹</u>
East Lake Park	25.9
Lake Padgett Beach	1

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

Water quality continues to be good.

- 2) Sargent Sea Wall Replacement

No current tasks or updates.

- 3) Lake Saxon Park Playground Replacement

Awaiting permit and/or comments from County. Playground installer is coordinating permit submittal.

- 4) Beach Testing

Everything is in place for Pasco Testing to begin sampling and testing the beach waters at Padgett and East Lake beginning in July. FDOH has been notified and confirmed to end their services with the June sample/test period.

There are no other current tasks or assignments.

Sincerely,

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

Tab 2

LAKE PADGETT ESTATES INDEPENDENT SPECIAL DISTRICT

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 and gate keys, the following maintenance repairs have been completed from 4/8/22. to date

- Trimmed low branches overhanging stables at Kaminski Park.
- Removed old slide at lake Saxon Park.
- Met with county code enforcement for access at laird park
- Removed large fall limb from east lake park
- Spot treated for ants at east lake park
- Spot treated for ants at laird park
- Spot treated for ants at lake padgett park
- Removed old climbing frame from lake Saxon Park.
- Treated shoreline at east lake park for algae and torpedo grass.
- Removed excessive washed-up eel grasses from shoreline at laird park.
- Treated meeting room for bugs with foggers
- Recharged a/c on work truck.
- Treated section of long lake for algae
- Spot treated lake Saxon Lake for spatterdock water lilies.
- Met with electrician at stables to swap out outlets.
- Ordered and installed new volleyball net at Padgett Park.
- Spread free mulch at padgett and laird parks.
- Pressure washed cabanas at Padgett Park
- Pressure washed cabanas at laird park.

Tab 3



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** June 9, 2022 @ 6:30 PM
- **FY 2020-2021 Audit Completion Deadline:** June 30, 2022
- **Next Election (Seat 1 Steve Yarbrough, Seat 2 Pam Carr, Seat 3 David Hipps, Seat 4 Justin Andrews, Seat 5 Larry Dunleavy) All Board Member Terms Expire:** November 8, 2022
- **General Election Qualifying Period:** Noon, June 13, 2022 – Noon, June 17, 2022 to submit your paperwork to the Pasco County Supervisors Elections Office

District Manager's Report

May 19

2022

FINANCIAL SUMMARY

3/31/2022

General Fund Cash & Investment Balance: \$593,522

Reserve Fund Cash & Investment Balance: \$342,177

Debt Service Fund Investment Balance: \$0

Total Cash and Investment Balances: \$935,699

General Fund Expense Variance: \$25,918 Under Budget

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Tab 4



**Contract of Services Offered by
Stealth Security Consultants, LLC
B 1700115**

SERVICES OFFERED:	On Site Patrol Service to Lake Padgett Independent Special District
ADDRESS OF SERVICES:	33125 Lake Padgett Drive, Land O Lakes, 34639
TELEPHONE/FAX:	(813) 994-1001
CONTACT PERSON:	Marki Dillard, SSC (Stealth Security Consultants, LLC) CEO
CONTACT INFORMATION:	Phone: 813-530-5228 or Email: stealthconsultantsllc@gmail.com

This Contract of Services outlines the Scope, Stealth Security Consultants, LLC (SSC) requirements, and expectations to be achieved on behalf of Lake Padgett Estates Independent Special District (ISD)

SCOPE

SSC enters into this Agreement with Lake Padgett Estates Independent Special District (ISD).
to provide uniformed armed security officers.

SSC will implement said services, as indicated below, based on service operations.

- A. For **Lake Padgett Estates Independent Special District (ISD)**t.
- B. located at, 33125 Lake Padgett Drive, Land O Lakes, 34639.
- C. SSC knows that in order to be successful in the security field, one must have good supervision. SSC has one of the largest ratios of supervisors to security officers in the industry. Supervisors are responsible for scheduling, training and unannounced security checks. They also counsel the security officer with personal and/or security problems.
- D. 24 Hour Dispatch service offered to all our Clients, free of charge. The Dispatch team consists of Licensed Security Officers who are prepared to handle any Client questions or issues. A Dispatcher's lists of duties include but are not limited to:
 - Around the clock Customer Service
 - Dispatching Security Officers to a Site
 - Emergency Response
 - Dispatching Patrol Supervisors to Incident Locations
- E. SSC management staff schedules regular visits to the client to evaluate the performance of the security officer(s) and the supervisor. During these meetings, recommendations can be made by both parties to enhance the client's security program. The management staff

is available, at the client's convenience, to discuss any problems whether they relate to the level of service from staff or security problems within the facility.

- F. The overarching objective of the security services is to provide uniformed armed security services that include physical security and well-being of its customers, employees, visitors, and others. In addition, the work shall also include protection against destruction of Lake Padgett Estates Independent Special District (ISD) property by providing necessary visual presence, surveillance, and control of access on the property by excluding individuals who could jeopardize the security of the customers, employees, visitors, and others; and documenting and reporting all activities, such as individuals who threaten the security and peacefulness of the premises. Security officers will be fluent in English. Spanish speaking officers may be provided upon request. Security officers complete all written reports in English and submit electronically to SSC supervisors. SSC emails written reports to Lake Padgett Estates Independent Special District (ISD) upon request.

REQUIREMENTS

I. Technical Requirements:

A. Officers shall protect all persons at the **Lake Padgett Estates Independent Special District (ISD)** from bodily harm or injury. This includes acting as an escort to any Lake Padgett Estates Independent Special District (ISD) employee requesting such service with the assigned location, and includes the escort of persons to their vehicles parked in the parking lot.

B. Officers shall perform other such functions as may be appropriate and necessary in the event of situations or occurrences affecting the security of the facility, e.g., fires, accidents, internal disorders, emergencies, or other criminal acts.

C. Officer is to observe all persons entering or leaving the property, as well as, provide crowd control at entrances and exits.

D. Officer is to maintain order while Lake Padgett Estates Independent Special District (ISD) is in operation, and while customers, employees, visitors, and others are using the facility.

E. Officers shall apprehend persons gaining unauthorized access to the property and remove any unruly persons. Officers will immediately call the appropriate Law Enforcement officials in the event of a crisis. Officers shall have training in self-defense techniques and techniques for detaining and holding persons for arrest by the local Law Enforcement.

F. Officers are required to scan their IR cards every 30-60 minutes while on duty.

G. Officers must be well groomed at all times while on duty. This includes clean, well-fitted pressed uniforms and polished shoes. Personal hygiene and neatness are of prime importance. Officers will not be allowed to eat or read while on duty.

H. Officers will have experience dealing with various types of post duty. Officers

must possess the ability to face situations firmly, tactfully, and with respect for the rights of others. Officers must be able to demonstrate emotional stability during periods of tension and stress while carrying out assigned duties and ability to maintain control in crisis situations.

I. Officers must possess thorough knowledge of security rules, regulations, procedures, and thorough knowledge of the laws of arrest.

J. Officers must be able to compose daily log book entries and incident reports.

K. SSC will have adequate employees available to handle any necessary substitutions in operational hours, as well as, regular hours of operations. SSC must be able to provide officers without a lapse in service when shifts are changed.

L. SSC will furnish security officers with standard uniform. SSC shall display an approved sign or emblem indicating that the premises are being protected by them. Company badges or logos shall be prominently displayed on the security officer's uniform and/or cap. SSC will ensure all officers assigned under the Contract adhere to and comply with all applicable Federal, State and city laws in the State of Florida.

M. SSC (Stealth Security Consultants) will ensure all locations and/or posts are fully staffed.

N. A prohibition against the use of alcohol or narcotics while on duty must be included in the orders to the officer, to abide by the Drug Free Workplace Requirements. Also, the prohibition of criminal and unethical behaviors, as well as, neglect of official duties, and inappropriate behavior.

- II. Reporting Requirements:
- A. Security officers must report regularly to Management of Lake Padgett Estates Independent Special District (ISD)
 - B. A continuous written log of all officer activity, including details of any matters or occurrences pertinent to the security of Lake Padgett Estates Independent Special District (ISD) shall be maintained. SSC must submit monthly, a written summary of all matters of security interest that contains recommendations, if any, to improve the security that will enable SSC to be more effective in administering proactive implementations to decrease security deficiencies. In addition, any emergency or abnormal conditions must be verbally reported immediately to Management of Lake Padgett Estates Independent Special District (ISD)
- II. Staffing Requirements:
- A. SSC will provide qualifications and experience of key personnel certifications (upon request).
 - B. SSC will hire and develop quality staff and implement systems for staff stability and continuity of services.
 - C. SSC will provide qualified personnel who have sufficient experience, education, training, and skills to satisfactorily perform the requirements.
 - D. SSC will be responsible for providing ongoing staff development training.
 - E. Client agrees that a minimum of 3 officers is required per 100 people at a job site for any social events by management. (Special Events)
- III. Compensation for Services
- A. Client agrees to pay \$18.00 per hour. Saturday and Sunday 9 am to 6pm during daylight savings time. Saturday and Sunday 9 am to 9 pm after March 8, 2020. A special rate of \$27.00 per hour on any holidays. s All changes starting February 29th 2020th. Client agrees to pay invoices for services by the first of every month prior to that month of service, and understands that services may not be provided for a client with an outstanding balance when alternate arrangements have not been made. There is a \$150.00 late fee for any payments made after the 1st of each month.

NOTICE TO CUSTOMERS

The officers are, at all times, subject to the policies of SSC and the rules and regulations governing employees. A client has limited authority over personnel and are only permitted to explain the details of the job assignment providing it does not violate any company policies. Officers remain under the exclusive control of the SSC owner and are accountable for strict adherence to the company rules and regulations. The officer shall refuse to perform any duties deemed to conflict with SSC POLICIES or any local, state and federal laws.

SSC is NOT obligated to provide officer services. A contract will not be issued to any person, firm, or organization that could potentially be harmful to the company or its officers.

The undersigned customer agrees, individually and on behalf of the named client to promptly pay for officers' services rendered. By signing, client agrees a contract term of 12 months from the date of contract counter-execution. Client agrees to notify Stealth Security Consultants within 30 days of contract expiration. If no cancellation request is received by SSC, this contract automatically renews for a period not to exceed 12 months. SCC reserves the right to cancel any contract, whenever the safety and security of SSC officers is compromised.

I have read and understand the officer duty conditions, contract and "Notice to Customers."

Lake Padgett Estates Independent Special District (ISD)
Authorized Representative: Matthew Huber

Lake Padgett Estates Independent Special District (ISD)	
Authorized Rep. Signature Steve Yardbrough, Chairman	Date

SSC Authorized Representative: Marki Dillard, CEO

SSC Authorized Rep. Signature	Date
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Contract can be changed or waived prior to client signing by Stealth Security Consultants.

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (the "Agreement") is made as of this 29th day of February, 2020. (the "Execution Date"),

BETWEEN:

Stealth Security Consultants, LLC of P.O. Box 2140 Saint Leo, Florida 33574
(the "Indemnatee")

OF THE FIRST PART

and

Lake Padgett Estates Independent Special District (ISD), 5844 Old Pasco Rd, Suite 100
Wesley Chapel, Florida 33544
(the "Indemnifier")

OF THE SECOND PART

BACKGROUND:

1. The Indemnatee desires protection against any personal liability, claim, suit, action, loss, or damage that may result from the Indemnatee's participation in the Activity.
2. The Indemnifier wishes to minimize any hardship the Indemnatee might suffer as a result of any personal liability, claim, suit, action, loss, or damage that may result from the Indemnatee's participation in the Activity.

IN CONSIDERATION and as a condition of the Indemnifier and the Indemnatee entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Indemnifier and the Indemnatee agree as follows:

1. Definitions

The following definitions apply in the Agreement:

- a. "Activity" means the following:
- b. Security Services.
- c. "Expenses" means all costs incurred in the defense of any claim or action brought against the Indemnatee including attorneys' fees.

- d. "Notice of Claim" means a notice that has been provided by the Indemnatee to the Indemnifier describing a claim or action that has or is being brought against the Indemnatee by a Third Party.
- e. "Notice of Indemnity" means a notice that has been provided by the Indemnatee to the Indemnifier describing an amount owing under this Agreement by the Indemnifier to the Indemnatee.
- f. "Parties" means both the Indemnatee and the Indemnifier.
- g. "Party" means either the Indemnatee or the Indemnifier.
- h. "Third Party" means any person other than the Indemnifier and the Indemnatee.

2. Indemnification

- a. The Indemnifier will hold harmless and indemnify Indemnatee against any and all claims and actions arising out of the participation of the Indemnatee in the Activity, including, without limitation, Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the Indemnatee's participation in the Activity, subject to the limits on indemnification described in the section titled Exceptions to Indemnification. Where prohibited by law, the above indemnification does not include indemnification of the Indemnatee against a claim caused by the negligence or fault of the Indemnatee, its agent or employee, or any third party under the control or supervision of the Indemnatee, other than the Indemnifier or its agent, employee or subcontractors.
- b. In the case of a criminal proceeding, the Indemnifier will indemnify the Indemnatee against all amounts including, without limitation, Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by the Indemnatee subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

3. Exceptions to Indemnification

The Indemnatee will not be entitled to indemnification from the Indemnifier for any Expenses, judgments, fines, settlements and other amounts incurred as the result of the Indemnatee's participation in the Activity where:

- a. in the case of a civil claim, the Indemnatee did not act in good faith and in a reasonable manner;
- b. in the case of a criminal action, the Indemnatee had reasonable cause to believe its conduct was unlawful;
- c. the actions or conduct of the Indemnatee constituted willful misconduct or was knowingly fraudulent or deliberately dishonest;
- d. the Indemnatee will or has received payment under a valid and collectible insurance policy or under a valid and enforceable indemnity clause, bylaw or agreement, except where payment under this insurance policy, clause, bylaw or agreement is not sufficient to fully indemnify the Indemnatee in which case the Indemnifier will be responsible for any shortfall in payment received; or

- e. an action or proceeding was initiated in whole or in part by the Indemnitee whether alone or along with one or more other claimants unless the action or proceeding has the written consent of the Indemnifier.

4.

5. Notice of Claim

In the event of any claim or action, the Indemnitee will promptly provide the Indemnifier with written notice of the claim or action and will notify the Indemnifier within five (5) business days of the commencement of any legal proceedings relating to the claim or action. The Indemnitee will provide the Indemnifier with all available information known to the Indemnitee relating to the claim or action.

6. Authorization of Indemnification

- a. In any case where the Indemnitee requires indemnification, the Indemnifier will make the determination of whether indemnification is appropriate having given consideration to the terms described in the Exceptions to Indemnification section. If the Indemnitee disagrees with the determination of the Indemnifier then the matter must be referred for review and determination to independent legal counsel reasonably satisfactory to the Indemnitee. In all cases the Indemnifier will bear all costs of any independent determination.
- b. The Indemnifier will bear the burden of proving that indemnification is not appropriate.
- c. The termination of any claim or action by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent will not, of itself, create a presumption that the person did not act in good faith and in a reasonable manner or, in the case of a criminal action, that the Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful.

7. Assumption of Defense

- a. On being notified of any impending action or claim, the Indemnifier may, at its own expenses, participate in the defense of any action or claim and may, alone or with any other indemnifying party, assume the defense against the action or claim using counsel that are reasonably satisfactory to the Indemnitee.
- b. Once the Indemnifier has notified the Indemnitee of the intention to assume the defense, the Indemnifier will no longer be liable to the Indemnitee for any further legal or other Expenses subsequently incurred by the Indemnitee in relation to the defense of the claim. Once the Indemnifier provides notice to the Indemnitee that the defense of claim has been assumed by the Indemnifier, the Indemnitee may employ or continue to employ its own legal counsel however any fees or Expenses incurred by the Indemnitee subsequent to the notice of assumption of defense by the Indemnifier will be the sole responsibility of the Indemnitee.

8. Failure to Defend

If the Indemnifier elects not to assume the defense against the claim or action then the Indemnitee may defend against the claim or action in any manner the Indemnitee deems

appropriate. The Indemnifier will promptly reimburse the Indemnatee for Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the defense of the claim or action subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

9. Settlement and Consent of Indemnifier

The Indemnatee will not settle any claim or action without first obtaining the written consent of the Indemnifier. The Indemnifier will not be liable for any amounts paid in settlement of any claim or action where written consent of the Indemnifier was not first obtained. The Indemnifier will not unreasonably withhold consent to any settlement.

10. Settlement and Consent of Indemnatee

The Indemnifier will not settle any claim or action without first obtaining the written consent of the Indemnatee. The Indemnatee will not unreasonably withhold consent to any settlement.

11. Cooperation

- a. The Indemnifier agrees to cooperate in good faith and use best efforts to ensure that the Indemnatee is indemnified and reimbursed for any and all Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the defense of any claim or action resulting from the participation of the Indemnatee in the Activity.
- b. The Indemnatee agrees to cooperate in good faith and provide any and all information within the Indemnatee's power as required for the defense of any claim or action and also to provide any and all information within the Indemnatee's power as required to help in a determination of indemnification as described under the Authorization of Indemnification section.

12. Expenses

- a. No costs, charges or Expenses for which indemnity will be sought under this Agreement may be incurred without the Indemnifier written consent. Any required consent must not be unreasonably withheld.
- b. All reasonable Expenses incurred by the Indemnatee to enforce this Agreement, and all costs of defending any Third Party claims or actions brought against the Indemnatee under this Agreement will be the sole responsibility of the Indemnifier subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

13. Advances of Expenses

- a. At the written request of the Indemnatee, the Indemnifier will advance to the Indemnatee any Expenses, including attorneys' fees, incurred by the Indemnatee in defending any action brought against the Indemnatee. Where reasonable, and to minimize hardship to the Indemnatee, advance payments may be made prior to the disposition of any claim.

- b. The Indemnatee agrees to repay to the Indemnifier any advance payments on Expenses where a determination is ultimately made that the Indemnatee's behavior is not entitled to indemnification for reasons described under the Exceptions to Indemnification section.

14. Payment

- a. All payments made by the Indemnifier to the Indemnatee will be made in full in immediately available funds within 3 days of receipt of Notice of Indemnity from the Indemnatee and without deduction for any counterclaim, defense, recoupment, or set-off.
- b. Any Notice of Indemnity sent by the Indemnatee to the Indemnifier must be made in writing and contain a full listing of the items to be covered in the payment. Any payment made by the Indemnifier to the Indemnatee will contain a listing of items covered under the payment.

15. Enforcement

- a. If any right or remedy claimed by the Indemnatee under this Agreement is denied or is not paid by the Indemnifier, or on its behalf, within 3 days after a written Notice of Indemnity has been submitted by the Indemnatee to the Indemnifier, the Indemnatee may then bring suit against the Indemnifier to recover any unpaid amounts and if successful in whole or in part, the Indemnatee will be entitled to be paid any and all costs related to resolving the claim.
- b. Where a determination as described under Authorization of Indemnification concludes that the Indemnatee's behavior is not entitled to indemnification, this will not create a presumption that Indemnatee is not entitled to indemnification under this Agreement.

16. Insurance

- a. The Indemnifier must take out and maintain insurance coverage with an insurer reasonably acceptable to the Indemnatee on terms reasonable and sufficient to indemnify the participation of the Indemnatee in the Activity.
- b. If the Indemnifier fails to maintain adequate liability insurance, the Indemnatee may take out insurance and charge all costs to the Indemnifier.

17. Duration

The rights and obligations of the Indemnatee and the Indemnifier under this Agreement will continue:

- a. so long as the Indemnatee is or will be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal, arbitrational, administrative or investigative that results from the participation of the Indemnatee in the Activity; or
- b. until terminated by an agreement in writing signed by both the Indemnifier and the Indemnatee.

18. Unlimited Indemnification

Under this Agreement, indemnification will be unlimited as to amount.

19. Full Release

Only payment and satisfaction in full of all amounts and charges payable under this Agreement and the due performance and observance of all terms, covenants and conditions of this Agreement will release the Indemnifier and the Indemnitee of their obligations under this Agreement.

20. Further Action

No action or proceeding brought or instituted under this Agreement and no recovery from that action or proceeding will be a bar or defense to any further action or proceeding which may be brought under this Agreement by reason of any further failure in the performance and observance of the terms, covenants and conditions of this Agreement.

21. Subrogation

In the event that any indemnity payment is made under this Agreement, the Indemnifier will be subrogated to the extent of this payment to all of the rights of recovery of Indemnitee. The Indemnitee will take all action required and provide all information necessary to secure these rights and to fully enable the Indemnifier to take any action to enforce these rights in the recovery of the indemnity payment.

22. Amendments

This Agreement may only be amended, terminated or cancelled by an instrument in writing, signed by both the Indemnifier and the Indemnitee.

23. Assignment of Indemnifier Rights and Obligations

The rights and obligations of the Indemnifier as existing under this Agreement may not be assigned, in whole or in part, without the prior written consent of the Indemnitee.

24. Assignment of Indemnitee Rights and Obligations

The rights and obligations of the Indemnitee as existing under this Agreement may not be assigned, either in whole or in part, without the prior written consent of the Indemnifier.

25. Joint and Several Liability

If two or more persons act as Indemnifier in this Agreement or if the Indemnifier is a partnership consisting of two or more partners, then the liability under this Agreement will be joint and several for each co-Indemnifier.

26. Notices

Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Parties to this Agreement at the addresses contained in this Agreement or as the Parties may later designate in writing.

27. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

28. Jurisdiction

The courts of the State of Florida are to have jurisdiction to decide and settle any dispute or claim arising out of or in connection with this Agreement.

General Provisions

- a. This Agreement contains all terms and conditions agreed to by the Indemnifier and the Indemnitee. Statements or representations which may have been made by either Party in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.
- b. Any failure of either Party to enforce any of the terms, covenants and conditions in this Agreement does not infer or permit a further waiver of that or any other right or benefit under this Agreement. A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.
- c. This Agreement will pass to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors, and permitted assigns.
- d. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
- e. All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity that the Parties may have now or may acquire in the future.
- f. Time is of the essence in this Agreement.
- g. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same instrument.
- h. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

IN WITNESS WHEREOF the Indemnitee and the Indemnifier have duly affixed their signatures under hand and seal on this 29th day of February 2020.

Lake Padgett Estates Independent Special District (ISD) (Indemnifier) Signature
Date

Stealth Security Consultants, LLC (Indemnitee) Signature

Date

Tab 5



Rizzetta & Company

Lake Padgett Estates Independent Special District

Lakepadgettisd.org

**Proposed Budget for
Fiscal Year 2022/2023**

Presented by: Rizzetta & Company, Inc.

**5844 Old Pasco Road
Suite 100
Wesley Chapel, Florida 33544
Phone: 813-994-1001**

rizzetta.com

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Rizzetta & Company

**Proposed Budget
Lake Padgett ISD
General Fund
Fiscal Year 2022/2023**

	Chart of Accounts Classification	Actual YTD through 03/31/22	Projected Annual Totals 2021/2022	Annual Budget for 2021/2022	Projected Budget variance for 2021/2022	Budget for 2022/2023	Budget Increase (Decrease) vs 2021/2022	Comments
1								
2	REVENUES							
3	Interest Earnings							
4	Interest Earnings	\$ 20	\$ 20	\$ -	\$ 20	\$ -	\$ -	
5	Special Assessments							
6	Tax Roll	\$ 512,772	\$ 512,772	\$ 511,070	\$ 1,702	\$ 585,279	\$ 74,209	
7	Other Miscellaneous Revenues							
8	Gate Access Card Revenues	\$ 519	\$ 1,038	\$ -	\$ 1,038	\$ -	\$ -	
9	Rental Revenues - Stables	\$ 1,122	\$ 2,244	\$ -	\$ 2,244	\$ -	\$ -	
10								
11	TOTAL REVENUES	\$ 514,433	\$ 516,074	\$ 511,070	\$ 5,004	\$ 585,279	\$ 74,209	plus \$50K for reserves - total \$635,279
12								
13	EXPENDITURES - ADMINISTRATIVE							
14								
15	Legislative							
16	Supervisor Fees	\$ 1,200	\$ 2,400	\$ 3,500	\$ 1,100	\$ 3,000	\$ (500)	\$50 per Supervisor @ 12 mtgs per year
17	Financial & Administrative							
18	Administrative Services	\$ 3,050	\$ 6,100	\$ 6,100	\$ -	\$ 6,100	\$ -	No Change FY 2022-2023
19	District Management	\$ 13,875	\$ 27,750	\$ 27,750	\$ -	\$ 27,750	\$ -	No Change FY 2022-2023
20	District Engineer	\$ 2,181	\$ 4,362	\$ 15,000	\$ 10,638	\$ 15,000	\$ -	Confirmed with DE
21	Tax Collector /Property Appraiser Fees	\$ -	\$ -	\$ 150	\$ 150	\$ 150	\$ -	
22	Assessment Roll	\$ 5,250	\$ 5,250	\$ 5,250	\$ -	\$ 5,250	\$ -	No Change FY 2022-2023
23	Accounting Services	\$ 9,250	\$ 18,500	\$ 18,500	\$ -	\$ 18,500	\$ -	No Change FY 2022-2023
24	Auditing Services	\$ 3,400	\$ 3,400	\$ 3,400	\$ -	\$ 4,000	\$ 600	Grau & Associates per contract Needs to renew for FY 22/23 Estimate 4K
25	Miscellaneous Mailings	\$ -	\$ -	\$ 1,500	\$ 1,500	\$ 1,500	\$ -	2 Resident New Letter Mailers + Others

**Proposed Budget
Lake Padgett ISD
General Fund
Fiscal Year 2022/2023**

	Chart of Accounts Classification	Actual YTD through 03/31/22	Projected Annual Totals 2021/2022	Annual Budget for 2021/2022	Projected Budget variance for 2021/2022	Budget for 2022/2023	Budget Increase (Decrease) vs 2021/2022	Comments
26	Supervisor - Workers Comp	\$ -	\$ -	\$ 750	\$ 750	\$ 750	\$ -	Per Egis Estimate
27	Public Officials Liability Insurance	\$ 3,108	\$ 3,108	\$ 3,256	\$ 148	\$ 3,730	\$ 474	Per Egis Estimate
28	Legal Advertising	\$ 184	\$ 368	\$ 1,000	\$ 632	\$ 1,000	\$ -	
29	Dues, Licenses & Fees	\$ 175	\$ 350	\$ 500	\$ 150	\$ 500	\$ -	DEO & Pasco CO Health Dept LP Riding Club, Frank George Park
30	Website Hosting, Maintenance, Backup	\$ 2,678	\$ 5,356	\$ 7,500	\$ 2,144	\$ 4,000	\$ (3,500)	Rizzetta Tech & Campus Suite Contracts
31	Legal Counsel							
32	District Counsel	\$ 12,489	\$ 24,978	\$ 20,000	\$ (4,978)	\$ 22,250	\$ 2,250	Based on actuals this year
33								
34	Administrative Subtotal	\$ 56,840	\$ 101,922	\$ 114,156	\$ 12,234	\$ 113,480	\$ (676)	
35								
36	EXPENDITURES - FIELD OPERATIONS							
37								
38	Security Operations							
39	Security Services and Patrols	\$ 38,529	\$ 77,058	\$ 65,000	\$ (12,058)	\$ 68,000	\$ 3,000	Contract \$5,184 mthly x 12 months = \$62,208 + Extra Community Events & Holiday Shifts = \$66,050 Ave FY 21/22 + Est. Increase
40	Electric Utility Services							
41	Utility Services	\$ 5,810	\$ 11,620	\$ 9,500	\$ (2,120)	\$ 18,028	\$ 8,528	Based on actuals 21-22 + Est. Increase
42	Garbage/Solid Waste Control Services							
43	Garbage - Parks	\$ 2,021	\$ 4,042	\$ 5,088	\$ 1,046	\$ 5,241	\$ 153	Republic Contract + Est. Increase
44	Solid Waste Assessment	\$ 3,580	\$ 3,580	\$ 3,226	\$ (354)	\$ 3,580	\$ 354	FY22/23 + Estimated Increase
45	Water-Sewer Combination Services							
46	Utility Services	\$ 250	\$ 500	\$ 500	\$ -	\$ 550	\$ 50	FY22/23 + Estimated Increase
47	Stormwater Control							

**Proposed Budget
Lake Padgett ISD
General Fund
Fiscal Year 2022/2023**

	Chart of Accounts Classification	Actual YTD through 03/31/22	Projected Annual Totals 2021/2022	Annual Budget for 2021/2022	Projected Budget variance for 2021/2022	Budget for 2022/2023	Budget Increase (Decrease) vs 2021/2022	Comments
48	Stormwater Assessment	\$ 1,085	\$ 1,085	\$ 520	\$ (565)	\$ 1,194	\$ 674	FY 22/23 + Estimated Increase
49	Aquatic Maintenance	\$ 4,647	\$ 9,294	\$ 20,000	\$ 10,706	\$ 20,000	\$ -	Lake maint/Lakes beach water testing/ canal maint
50	Fish Stocking	\$ -	\$ -	\$ 17,500	\$ 17,500	\$ 17,500	\$ -	Estimated fish stocking annually
51	Other Physical Environment							
52	General Liability Insurance	\$ 4,239	\$ 4,239	\$ 4,445	\$ 206	\$ 5,590	\$ 1,145	Egis Estimate w/ New Truck Premium
53	Property Insurance	\$ 10,210	\$ 10,210	\$ 10,520	\$ 310	\$ 12,560	\$ 2,040	Egis Estimate w/ New Truck Premium
54	Special Event Insurance	\$ 405	\$ 405	\$ -	\$ (405)	\$ 1,458	\$ 1,458	Egis Estimate 3-Events
55	Landscape Maintenance	\$ 499	\$ 998	\$ 5,000	\$ 4,002	\$ 2,500	\$ (2,500)	
56	Tree Trimming Services	\$ 4,050	\$ 8,100	\$ 7,000	\$ (1,100)	\$ 12,000	\$ 5,000	Storm damage & general tree trim work
57	Irrigation Maintenance & Repairs	\$ 132	\$ 264	\$ 500	\$ 236	\$ 500	\$ -	
58	General Repairs and Maintenance	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	Various park projects to complete
59	Landscape - Mulch	\$ -	\$ -	\$ 7,250	\$ 7,250	\$ 7,250	\$ -	Addt'l qty ADA in playgrounds+ Lake Saxon Project
60	Landscape Replacement Plants,	\$ -	\$ -	\$ 1,500	\$ 1,500	\$ 1,000	\$ (500)	
61	Road & Street Facilities							
62	Gate Phone	\$ 3,410	\$ 6,820	\$ 8,000	\$ 1,180	\$ 8,150	\$ 150	Average \$679 month
63	Gate Access Control System	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	Card readers
64	Resident ID Cards	\$ -	\$ -	\$ 750	\$ 750	\$ 550	\$ (200)	
65	Gate Maintenance	\$ 5,737	\$ 11,474	\$ 7,500	\$ (3,974)	\$ 11,270	\$ 3,770	Spent \$5634 through 6 Months-Trend
66	Gate Cameras	\$ 490	\$ 980	\$ 760	\$ (220)	\$ 960	\$ 200	Based on actuals this year
67	Parks & Recreation							
68	Employee - Salaries	\$ 46,169	\$ 92,338	\$ 98,500	\$ 6,162	\$ 99,960	\$ 1,460	Maintenance Staff Raise + Holiday Bonus + Ave OT \$2,500 + \$350 Annual IRS/ADP Pretax Medical Compliance
69	Employee - P/R Taxes	\$ 3,228	\$ 6,456	\$ 7,725	\$ 1,269	\$ 8,498	\$ 773	Per ADP FY22/23 +Estimated Increase

**Proposed Budget
Lake Padgett ISD
General Fund
Fiscal Year 2022/2023**

	Chart of Accounts Classification	Actual YTD through 03/31/22	Projected Annual Totals 2021/2022	Annual Budget for 2021/2022	Projected Budget variance for 2021/2022	Budget for 2022/2023	Budget Increase (Decrease) vs 2021/2022	Comments
70	Employee - Workers Comp	\$ 3,184	\$ 7,206	\$ 7,500	\$ 294	\$ 9,000	\$ 1,500	Per Egis FY22/23 + Estimated Increase
71	Employee - Health & Dental Insurance	\$ 12,295	\$ 24,590	\$ 22,346	\$ (2,244)	\$ 26,341	\$ 3,995	FL Blue \$2,195.08/Month
72	Employee - Reimbursement	\$ 95	\$ 200	\$ 200	\$ -	\$ 200	\$ -	BOS approved annual shoe stipend
73	Park Signs Maintenance/Replacement	\$ -	\$ -	\$ -	\$ -	\$ 750	\$ 750	New BOS Request Estimate 5 parks
74	Stables Drinking Water Testing	\$ 90	\$ 180	\$ 205	\$ 25	\$ 205	\$ -	
75	Equipment Maintenance & Repair	\$ 744	\$ 1,488	\$ 2,500	\$ 1,012	\$ 2,500	\$ -	Tractor, trailer, kubota
76	Vehicle Maintenance	\$ 3,864	\$ 7,728	\$ 4,500	\$ (3,228)	\$ 4,500	\$ -	Based on actuals this year
77	Misc. Supplies	\$ 5,134	\$ 10,268	\$ 13,000	\$ 2,732	\$ 13,000	\$ -	Staff tool purchases & equip, janitorial supplies
78	Meeting Room WiFi Service	\$ 483	\$ 966	\$ 1,164	\$ 198	\$ 1,164	\$ -	Based on actuals \$97/month
79	Staff Cell Phones	\$ 605	\$ 1,210	\$ 1,300	\$ 90	\$ 1,300	\$ -	New phones and Vz gov. plan
80	Building Repairs and Maintenance	\$ 280	\$ 560	\$ 4,000	\$ 3,440	\$ 4,000	\$ -	
81	Dock Repairs and Maintenance	\$ -	\$ -	\$ 7,500	\$ 7,500	\$ 20,000	\$ 12,500	Dock/Ramp Repairs Laird Park Boat Ramp Repair Estimate \$20K
82	Contingency							
83	Miscellaneous Contingency	\$ 6,230	\$ 12,460	\$ 20,000	\$ 7,540	\$ 30,000	\$ 10,000	
84	Capital Outlay	\$ 20,167	\$ 40,334	\$ 25,915	\$ (14,419)	\$ 46,500	\$ 20,585	CIP 2022 F250 XL Maint.Truck \$46K, Resident estimated mailers \$500
85								
86	Field Operations Subtotal	\$ 187,662	\$ 356,653	\$ 396,914	\$ 40,261	\$ 471,799	\$ 74,885	
87								
88	TOTAL EXPENDITURES	\$ 244,500	\$ 458,575	\$ 511,070	\$ 52,495	\$ 585,279	\$ 74,209	
89								
90	EXCESS OF REVENUES OVER	\$ 269,933	\$ 57,499	\$ -	\$ 57,499	\$ -	\$ -	
91								

**Proposed Budget
Lake Padgett ISD
Reserve Fund
Fiscal Year 2022/2023**

	Chart of Accounts Classification	Actual YTD through 03/31/22	Projected Annual Totals 2021/2022	Annual Budget for 2021/2022	Projected Annual Totals 2021/2022	Budget for 2022/2023	Projected Annual Totals 2021/2022	Comments
1								
2	REVENUES							
3	Interest Earnings							
4	Interest Earnings	\$ 16	\$ 16	\$ -	\$ 16	\$ -	\$ -	
5	Special Assessments							
6	Tax Roll	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ 50,000	\$ -	
7								
8	TOTAL REVENUES	\$ 50,016	\$ 50,016	\$ 50,000	\$ 16	\$ 50,000	\$ -	
9								
10	TOTAL REVENUES AND BALANCE FORWARD	\$ 50,016	\$ 50,016	\$ 50,000	\$ 16	\$ 50,000	\$ -	
11								
12	EXPENDITURES							
13								
14	Contingency							
15	Capital Reserves	\$ 50,016	\$ 50,016	\$ 50,000	\$ (16)	\$ 50,000	\$ -	
16								
17	TOTAL EXPENDITURES	\$ 50,016	\$ 50,016	\$ 50,000	\$ (16)	\$ 50,000	\$ -	
18								
19	EXCESS OF REVENUES OVER EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
20								

LAKE PADGETT ESTATES INDEPENDENT SPECIAL DISTRICT

FISCAL YEAR 2022/2023 O&M ASSESSMENT SCHEDULE

2022/2023 O&M Budget		\$635,279.00
Collection Costs @:	2%	\$13,516.57
Early Payment Discounts @:	4%	\$27,033.15
2022/2023 Total:		<u>\$675,828.72</u>

2021/2022 O&M Budget	\$561,070.00
2022/2023 O&M Budget	<u>\$635,279.00</u>
Total Difference:	<u><u>\$74,209.00</u></u>

	<u>PER UNIT ANNUAL ASSESSMENT</u>		<u>Proposed Increase / Decrease</u>	
	<u>2021/2022</u>	<u>2022/2023</u>	<u>\$</u>	<u>%</u>
Operations/Maintenance - Single Family	\$572.82	\$648.59	\$75.77	13.23%
Total	<u>\$572.82</u>	<u>\$648.59</u>	<u>\$75.77</u>	<u>13.23%</u>

LAKE PADGETT ESTATES INDEPENDENT SPECIAL DISTRICT

FISCAL YEAR 2022/2023 O&M ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$635,279.00
COLLECTION COSTS @	2.0%	\$13,516.57
EARLY PAYMENT DISCOUNTS @	4.0%	\$27,033.15
TOTAL O&M ASSESSMENT		<u>\$675,828.72</u>

LU	LOT SIZE	UNITS ASSESSED O&M	ALLOCATION OF O&M ASSESSMENT		
			EAU FACTOR	TOTAL EAU's	% TOTAL EAU's
	Single Family	1042	1.00	1042.00	100.00%
		<u>1042</u>		<u>1042.00</u>	<u>100.00%</u>
					<u>\$675,828.72</u>
LESS: Pasco County Collection Costs (2%) and Early Payment Discounts (4%)					<u>(\$40,549.72)</u>
Net Revenue to be Collected					<u>\$635,279.00</u>

PER LOT ANNUAL ASSESSMENT	
<u>O&M</u> ⁽¹⁾	<u>TOTAL</u> ⁽²⁾
\$648.59	\$648.59

(1) This assessment table reflects an equal per unit O&M assessment.

(2) Annual assessment that will appear on November 2022 Pasco County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$50.00 maximum per meeting within an annual cap of \$1,200.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Assessment Roll: The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.



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Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Miscellaneous Mailings: The District could incur this expense throughout the year for correspondence mailed to the homeowners of the District.

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, and lift station pumps etc.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.



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Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Stormwater Assessment: The assessment fee is imposed by the Pasco County for stormwater services benefiting from property located within the County.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes for the control of nuisance plant and algae species.

Fish Stocking: The District may incur expenses to maintain the lakes by stocking fish in the lakes throughout the parks & recreational areas within the District's boundaries as the District determines necessary in conjunction with FL Fish & Wildlife.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs.

Property Insurance: The District will incur fees to insure items owned by the District for its property needs.

Special Events Insurance: The District may incur additional insurance expenses for special events conducted throughout the year.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, and mulch.

Tree Trimming Services: The District may incur expenditures to maintain trees within the District's boundaries as the District determines necessary.

Irrigation Maintenance & Repairs: The District will incur expenditures related to the maintenance and repairs of the irrigation systems.

General Repairs & Maintenance: The District may have facilities that required various supplies to operate.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Gate Maintenance: Any expenses related to the ongoing repairs and maintenance of gates access control system, access control system, access cards, gates, and gate cameras owned by the District.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the lakes & recreational facilities. This also includes holiday bonus if any as determined by the Board.

Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers compensation insurance.



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Employee – Health & Dental Insurance: Fees related to obtaining health and dental insurance.

Employee – Reimbursement: If approved by the Board, each employee is reimbursed for the purchase of work shoes not to exceed \$100.00.

Park Signs Maintenance & Repair: The District may incur expenditures to maintain or repair District park signs.

Equipment Maintenance & Repair: Any expense incurred that is related to maintenance and repairs of District machinery.

Vehicle Maintenance: Any expense incurred that is related vehicle maintenance of the District.

Miscellaneous Supplies: The District may incur expenses to maintain its recreation facilities.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities and staff cell phone.

Building Repairs & Maintenance: The District may incur expenses related to District building repair and maintenance.

Dock Repairs and Maintenance: The District may incur expenses related to repair and maintenance of docks.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.



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RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as District facilities, athletic courts, roads, etc.



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Tab 6

RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE PADGETT ESTATES INDEPENDENT SPECIAL DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2022/2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors of the Lake Padgett Estates Independent Special District ("Board") prior to June 15, 2022.

WHEREAS, the Board has considered the proposed budgets and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKE PADGETT ESTATES INDEPENDENT SPECIAL DISTRICT:

1. **BUDGETS APPROVED.** The budgets proposed by the District Manager for Fiscal Year 2022/2023 attached hereto as Exhibit A are hereby approved as the basis for conducting a public hearing to adopt said budgets.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved budgets is hereby declared and set for the following date, hour and location:

DATE: August 18, 2022

HOUR: 6:30 pm

LOCATION: Lake Padgett Estates Stables Meeting Room
3614 Stable Ridge Lane
Land O' Lakes, FL 34639

3. **TRANSMITTAL OF BUDGETS TO LOCAL GENERAL-PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the proposed budgets to Pasco County at least 60 days prior to the hearing set above.

4. **POSTING OF BUDGETS.** In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post the approved budgets on the District's website at least two days before the budget hearing date as set forth in Section 2. If the District does not yet have its own website, the District's Secretary is directed to transmit the approved budgets to the manager or administrator of Pasco County for posting on Pasco County's website.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF ____ 2022

ATTEST:

LAKE PADGETT ESTATES
INDEPENDENT SPECIAL
DISTRICT

Assistant Secretary

By:_____

Its:_____

Fiscal Year 2022/2023 Proposed Budget

Tab 7

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 Budget Workshop Meeting of the Board of Supervisors of Lake Padgett Estates Independent Special District was held on **Thursday, April 21, 2022, at 6:30 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	Board Supervisor, Chair
Pam Carr	Board Supervisor, Vice Chair
Larry Dunleavy	Board Supervisor, Assistant Secretary

Also present were:

Lynn Hayes	District Manager, Rizzetta & Company, Inc.
Nick Shaffery	Client Relations, Rizzetta & Company, Inc.
Scott Brizendine	VP Operations, Rizzetta & Company, Inc.
Timothy Hayes	District Counsel, Law Offices of Tim G. Hayes
	<i>(via conf. call)</i>
John Mueller	District Engineer, Landis Evans & Partner
Steve Rowell	Maintenance Supervisor

Audience	Present
----------	---------

FIRST ORDER OF BUSINESS

Roll Call

Mr. Lynn 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 on Agenda Items

None.

FOURTH ORDER OF BUSINESS

**Discussion of Fiscal Year 2022-2023
Budget Planning**

The Board discussed the Fiscal Year 2022-2023 Budget and Capital Improvement Plans and Ranking Sheets. The District Manager made edits to the General Fund portion of the Proposed Fiscal Year 2022-2023 Budget.

FIFTH ORDER OF BUSINESS

Adjournment

Mr. Lynn Hayes stated that if there was no further business to come before the Board then a motion to adjourn would be in order.

The meeting was adjourned at 7:38 p.m.

Assistant Secretary/Secretary

Chair/Vice Chair

Tab 8

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, April 21, 2022, at 7:38 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	Board Supervisor, Chair
Pam Carr	Board Supervisor, Vice Chair
Justin Andrews	Board Supervisor, Assistant Secretary <i>(joined meeting at 7:73 p.m.)</i>
Larry Dunleavy	Board Supervisor, Assistant Secretary
David Hipps	Board Supervisor, Assistant Secretary

Also present were:

Lynn Hayes	District Manager, Rizzetta & Company, Inc.
Audience	Present

FIRST ORDER OF BUSINESS

Roll Call

Mr. Lynn 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

A resident asked if they could hang a graduation banner on the Laird Park chain link fence. The Board approved.

FOURTH ORDER OF BUSINESS

Staff Reports

A. District Engineer

Mr. Lynn Hayes presented the District Engineer's report.

B. Maintenance Supervisor

Mr. Lynn Hayes provided the Maintenance Supervisor's report and asked if there were any questions. There were none.

C. District Counsel

No report.

D. District Manager

Mr. Lynn Hayes presented his report to the Board and announced that the next regularly scheduled meeting is on May 19, 2022, at 6:30 p.m. at the Lake Padgett Estates Stables Meeting Room, located at 3614 Stable Ridge Lane, Land O' Lakes, FL 34639. He informed the Board he plans to present your proposed FY 2022-2023 proposed budget at this meeting. He also reminded the Board the Next General Election for all Board Members terms expire: November 8, 2022. He also indicated the General Election Qualifying Period is Noon, June 13, 2022 – Noon, June 17, 2022, to submit paperwork to the Pasco County Supervisors Elections Office. He asked the Board if they wanted to change the date of the June meeting and provided alternate dates. The Board decided to have the meeting on June 9th at 6:30 p.m. Mr. Hayes also reviewed the first quarter ADA website compliance audit report and informed the Board they passed all areas of website accessibility & Florida F.S. 189.069 requirements. Mr. Lynn Hayes indicated that the District does not need to purchase special event insurance for the May 7, 2022 Annual Civic Association Appreciation Day based on the activities scheduled.

FIFTH ORDER OF BUSINESS

**Presentation of Fiscal Year 2020/2021
Audit**

Mr. Hayes presented the audit and informed the Board it was clean and there were no findings.

On a Motion by Vice Chair Carr, seconded by Assistant Secretary Dunleavy, with all in favor, the Board of Supervisors accepted the Fiscal Year 2020-2021 audit, for the Lake Padgett Estates Independent Special District.

SIXTH ORDER OF BUSINESS

**Consideration of the Minutes from Board
of Supervisors Meeting Held on March 17,
2022**

Mr. Lynn Hayes presented the Board of Supervisors meeting minutes from the March 17, 2022, meeting and asked if there were any changes or corrections.

On a Motion by Vice Chair Carr, seconded by Assistant Secretary Hipps, with all in favor, the Board of Supervisors approved the Board of Supervisors meeting minutes, as presented, from March 17, 2022, for the Lake Padgett Estates Independent Special District.

SEVENTH ORDER OF BUSINESS

**Consideration of the Operation and
Maintenance Expenditures for March
2022**

Mr. Lynn Hayes presented the Operation and Maintenance Expenditures for March 2022.

On a Motion by Assistant Secretary Dunleavy, seconded by Assistant Secretary Hipps, with all in favor, the Board of Supervisors ratified the Operation and Maintenance Expenditures for March 2022 (\$33,334.41), for the Lake Padgett Estates Independent Special District.

EIGHTH ORDER OF BUSINESS

Supervisor Requests

Assistant Secretary Dunleavy requested to discuss the Stealth Security Consultants LLC contract at the May 19, 2022, meeting.

ELEVENTH ORDER OF BUSINESS

Adjournment

Mr. Lynn Hayes stated that if there was no further business to come before the Board then a motion to adjourn would be in order.

On a Motion by Assistant Secretary Dunleavy, seconded by Assistant Secretary Hipps, with all in favor, the Board of Supervisors adjourned the meeting at 8:03 p.m., for the Lake Padgett Estates Independent Special District.

Assistant Secretary/Secretary

Chair/Vice Chair

Tab 9

LAKE PADGETT ESTATES ISD COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures April 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2022 through April 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$35,994.16**

Approval of Expenditures:

_____ Chairperson
_____ Vice Chairperson
_____ Assistant Secretary

LAKE PADGETT ESTATES ISD Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2022 Through April 30, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
ADP Payroll	CD814	CD814	PR PPE 03/27/22 PPD 04/01/22	\$ 3,496.53
ADP Payroll	CD816	CD816	PR FEES PPE 03/27/22 PD 04/08/22	\$ 114.79
ADP Payroll	CD817	CD817	PR PPE 04/10/22 PPD 04/15/22	\$ 3,438.66
ADP Payroll	CD818	CD818	PR FEES PPE 04/10/22 PD 04/22/22	\$ 134.79
ADP Payroll	CD819	CD819	Time & Attendance 04/22	\$ 42.46
ADP Payroll	CD820	CD820	PR PPE 04/24/22 PPD 04/29/22	\$ 3,830.42
Duke Energy	20220428-1	9100 8816 3760 03/22	22140 Coldstream Rd 03/22	\$ 93.92
EBI Surveying	004427	17386	Boundary & Topographic Survey for Lake Saxon Payground 03/22	\$ 2,450.00
Florida Blue	004428	75699506	Health Insurance 03/15/22-04/15/22	\$ 2,790.67
Florida Blue	004429	75701911	Health Insurance 04/15/22-05/15/22	\$ 2,790.67
Florida Department of Revenue	20220413-1	61-8018349567-4 03/22	Sales & Use Tax 03/22	\$ 23.55
Frontier Communications of Florida	20220406-1	813-995-2205- 041420-5 03/22	813-995-2205-041420-5 03/22	\$ 81.68
Frontier Communications of Florida	20220406-3	210-043-0055- 021920-5 04/22	210-043-0055-021920-5 04/22	\$ 776.61

LAKE PADGETT ESTATES ISD Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2022 Through April 30, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Lowe's	004436	99009294903 03/22	Misc. Supplies 03/22	\$ 210.59
Pasco County Utilities	004430	16381287	#0361035 Civic Center Pkwy 03/22	\$ 40.07
Pasco Testing Lab and Sales, Inc.	004434	18110	Monthly Service 03/22	\$ 185.00
Republic Services #762	20220406-2	0762-003042738	Waste Management Services 04/22	\$ 524.20
Rizzetta & Company	004431	INV0000067051	District Management Fees 04/22	\$ 4,552.50
Southern Automated Access Services, LLC	004432	10889	Gate Repair - Laird Park 03/22	\$ 105.00
Southern Automated Access Services, LLC	004432	10900	Gate Repair - Stableridge Gate 03/22	\$ 95.00
Southern Automated Access Services, LLC	004432	10901	Gate Repair - Lake Saxon 03/22	\$ 137.75
Southern Automated Access Services, LLC	004432	10905	Gate Repair - Laird Park 03/22	\$ 70.00
Southern Automated Access Services, LLC	004432	10906	Gate Repair - Lake Padgett Park 03/22	\$ 70.00
Stealth Security Consultants LLC	004437	1044-RC	Monthly Security Officer 05/22	\$ 4,752.00
The Laker Lutz News	004438	143294	Legal Advertising 04/22	\$ 184.00
Timothy G. Hayes & Associates	004433	298	Legal Services 02/22	\$ 2,497.50

LAKE PADGETT ESTATES ISD Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2022 Through April 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Timothy G. Hayes & Associates	004435	299	Legal Services 03/22	\$ 2,405.00
Verizon Wireless	004439	9903683832	842326036-00001 04/22	<u>\$ 100.80</u>
Report Total				<u>\$ 35,994.16</u>