

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 the 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.

The regular meeting of the Board of Supervisors of the Lake Padgett Estates Independent Special District was held on **Tuesday, May 16, 2017 at 7:12 p.m.** at the Lake Padgett Estates Stables Meeting Room, located at 3614 Stable Ridge Lane, Land O' Lakes, Florida 34639.

Present and constituting a quorum:

Paul Wells	Board Supervisor, Chairman
Margie Bradley	Board Supervisor, Vice Chairman
Pamela Carr	Board Supervisor, Asst. Secretary
Larry Berger	Board Supervisor, Asst. Secretary
Linda Hutchinson	Board Supervisor, Asst. Secretary

Also present were:

Angel Montagna	District Manager, Rizzetta & Company, Inc.
Tim Hayes	District Counsel

Audience	Present
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FIRST ORDER OF BUSINESS **Call to Order**

Chairman Wells called the meeting to order.

SECOND ORDER OF BUSINESS **Roll Call**

Ms. Montagna completed the roll call confirming a quorum for the meeting.

THIRD ORDER OF BUSINESS **Pledge of Allegiance**

Chairman Wells asked all those in attendance to stand and join him in reciting the Pledge of Allegiance.

FOURTH ORDER OF BUSINESS **Public Comments on Agenda Items**

Mr. Williams spoke regarding the lake maintenance.

FIFTH ORDER OF BUSINESS **Presentation of Minutes of the Audit Committee Meeting held on April 18, 2017**

Ms. Montagna presented the minutes of the Audit Committee meeting held on April 18, 2017. There were no changes.

On a Motion by Vice Chairman Bradley, seconded by Supervisor Carr, with all in favor, the Board of Supervisors accepted the minutes of the Audit Committee meeting held on April 18, 2017 as presented for Lake Padgett Estates Independent Special District.

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SIXTH ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors' Meeting held on April 18, 2017

Ms. Montagna presented the minutes of the Board of Supervisors meeting held on April 18, 2017. The Board stated that Babe Gray should be recognized as an audience member.

On a Motion by Vice Chairman Bradley, seconded by Supervisor Carr, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held on April 18, 2017 as amended for Lake Padgett Estates Independent Special District.

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SEVENTH ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors' Continued Meeting held on April 27, 2017

Ms. Montagna presented the minutes of the Board of Supervisors continued meeting held on April 27, 2017. The Board stated that Chairman Wells was not present at the meeting.

On a Motion by Vice Chairman Bradley, seconded by Supervisor Carr, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' continued meeting held on April 27, 2017 as amended for Lake Padgett Estates Independent Special District.

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EIGHTH ORDER OF BUSINESS

Consideration of the Operation & Maintenance Expenditures for March 2017

Ms. Montagna presented the operation and maintenance expenditures for March 2017.

On a Motion by Supervisor Berger, seconded by Vice Chairman Bradley, with all in favor, the Board of Supervisors approved the Operation & Maintenance Expenditures for March 2017 (\$18,838.37) for Lake Padgett Estates Independent Special District.

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NINTH ORDER OF BUSINESS

Discussion Regarding Monthly Inspection with Steve Rowell

Vice Chairman Bradley reviewed the results of the inspection that she went on with Mr. Rowell. Supervisor Berger stated that he would meet with Mr. Rowell regarding the cameras. He will also go on next month's inspection with Mr. Rowell.

83 **TENTH ORDER OF BUSINESS** **Discussion Regarding Lake Maintenance**

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85 Ms. Montagna presented proposals from Aquatic Systems and Lakemasters. Attached as
86 (Exhibit A”) She also updated the Board on the conversation that she had with Geoffrey Lakuta at
87 Florida Fish and Wildlife Commission and Bill with the Federal Fish and Wildlife Commission.
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89 Discussion ensued regarding treatment of the lake and signage stating that the lake is closed
90 for treatment.
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On a Motion by Supervisor Carr, seconded by Supervisor Hutchinson, with all in favor, the Board of Supervisors approved Aquatic Systems’ proposal for \$67,700.00 and to close the boat ramp and swim area on Lake Padgett during treatment Lake Padgett Estates Independent Special District.

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93 **ELEVENTH ORDER OF BUSINESS** **Consideration of Proposal for Sonar**
94 **Treatment**
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96 This item was discussed under the lake maintenance discussion.
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98 **TWELFTH ORDER OF BUSINESS** **Consideration of Audit Committee’s**
99 **Recommendation for Auditing Services for**
100 **Fiscal Years 2017 - 2019**
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102 Ms. Montagna stated that the audit committee met immediately prior to the Board of
103 Supervisors meeting and had ranked Grau & Associates as the number one respondent for the
104 District’s auditing services for fiscal years 2017 – 2019.
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On a Motion by Supervisor Carr, seconded by Vice Chairman Bradley, with all in favor, the Board of Supervisors approved entering into contract with the number one ranked firm, Grau & Associates for the District’s Auditing Services for Fiscal years 2017 - 2019 for the Lake Padgett Estates Independent Special District.

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107 **THIRTEENTH ORDER OF BUSINESS** **Presentation of Fiscal Year 2017/2018**
108 **Proposed Budget**
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110 Ms. Montagna presented and reviewed Fiscal Year 2017/2018 Proposed Budget. Attached
111 as (Exhibit “B”). Discussion ensued regarding various line items of the budget.
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113 **FOURTEENTH ORDER OF BUSINESS** **Consideration of Resolution 2017-06,**
114 **Approving Fiscal Year 2017/2018**
115 **Proposed Budget and Setting the Public**
116 **Hearing on the Final Budget**
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118 Ms. Montagna presented Resolution 2017-06, Approving Fiscal Year 2017/2018 Proposed
119 Budget and Setting the Public Hearing on the Final Budget.
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On a Motion by Supervisor Carr, seconded by Supervisor Hutchinson, with all in favor, the Board of Supervisors approved Resolution 2017-06, Approving Fiscal Year 2017/2018 Proposed Budget and Setting the Public Hearing on the Final Budget (July 18, 2017 at 7:00 p.m. at Lake Padgett Estates Stables Meeting Room, 3614 Stable Ridge Lane, Land O' Lakes 34639) for the Lake Padgett Estates Independent Special District.

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FIFTEENTH ORDER OF BUSINESS **Staff Reports**

District Counsel

Discussion ensued regarding the need of a shade meeting. The Board decided to schedule a shade meeting to be held on Tuesday, May 30, 2017 at 6:30 p.m.

District Engineer

Not present.

District Manager

Ms. Montagna stated that the next Board meeting will be held on June 20, 2017 at 7:00 p.m. and the Board would be adopting their fiscal year 2017/2018 final budget on July 17, 2017.

Ms. Montagna announced that there were 2,063 registered voters in the District as of April 15, 2016.

Ms. Montagna gave the Board an update on the playground installation.

SIXTEENTH ORDER OF BUSINESS **Supervisor Requests/Audience Comments**

Ms. Montagna asked if there were any Supervisor requests. Supervisor Hutchinson stated that there was an incident at lake Padgett where a kid was in possession of a gun.

There were no audience comments.

SEVENTEENTH ORDER OF BUSINESS **Adjournment**

Chairman Wells asked for a motion from the Board to adjourn the meeting.

On a Motion by Supervisor Carr, seconded by Supervisor Berger, with all in favor, the Board of Supervisors adjourned their meeting at 9:13 p.m. for the Lake Padgett Estates Independent Special District.

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Assistant Secretary

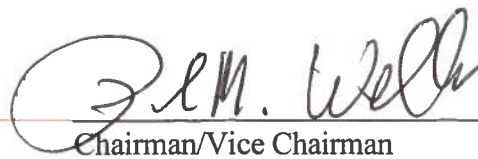

Chairman/Vice Chairman

Exhibit A



May 16, 2017

Ms. Angel Montagna, District Manager
Lake Padgett
c/o Rizzetta & Company
5844 Old Pasco Road, Suite #100
Wesley Chapel, Florida 33544

VIA EMAIL: amontagna@rizzetta.com

Dear Angel:

As requested, please find enclosed a *Special Services Agreement* for **Lake Padgett**.

Please sign the contract and return to us as soon as possible, so we may schedule your program.

If you have any further questions, concerns, or if there is any way I can be of assistance, do not hesitate to call.

We look forward to serving **Lake Padgett**!

Sincerely,

A handwritten signature in black ink that reads 'Jimmy E. Taylor'.

Jimmy E. Taylor
Wesley Chapel Sales Manager
JET/CS

cc: Doug Agnew, Senior Consultant

Enclosure

Aquatic Systems, Inc.
 Lake & Wetland Management Services
Everything a Lake Should Be
 2100 NW 33rd Street, Pompano Beach, FL 33069
 Telephone: 1-800-432-4302
 www.aquaticsystems.com

This Agreement made the date set forth below, by and between Aquatic Systems, Inc., a Florida Corporation, hereinafter called "ASI", and

Ms. Angel Montagna, District Manager
Lake Padgett
 c/o Rizzetta & Company
 5844 Old Pasco Road, Suite #100
 Wesley Chapel, Florida 33544
 (813) 994-1001
 amontagna@rizzetta.com

Special Services Agreement

Start Date: ASAP

Date of proposal: May 16, 2017 JET-R-91

We are pleased to quote special pricing as follows:

Services to be performed: Three (3) Fluridone treatments targeting Hydrilla (approximately 17-21 days apart).

Area(s): Lake #1
 (187.00 Acres)

Spraying With Systemic Herbicide:
 Hydrilla

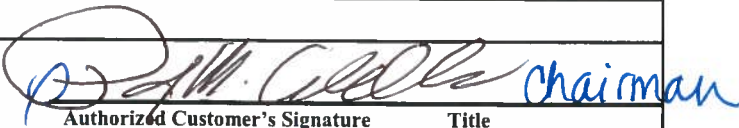
Equipment:
 Trailer
 Herbicide
 Power Spraying
 Boat

Total	\$67,700.00
Less -50% Deposit Due with Contract	\$33,850.00
Balance Due Upon Receipt	\$33,850.00

Terms & Conditions of Special Services Agreement

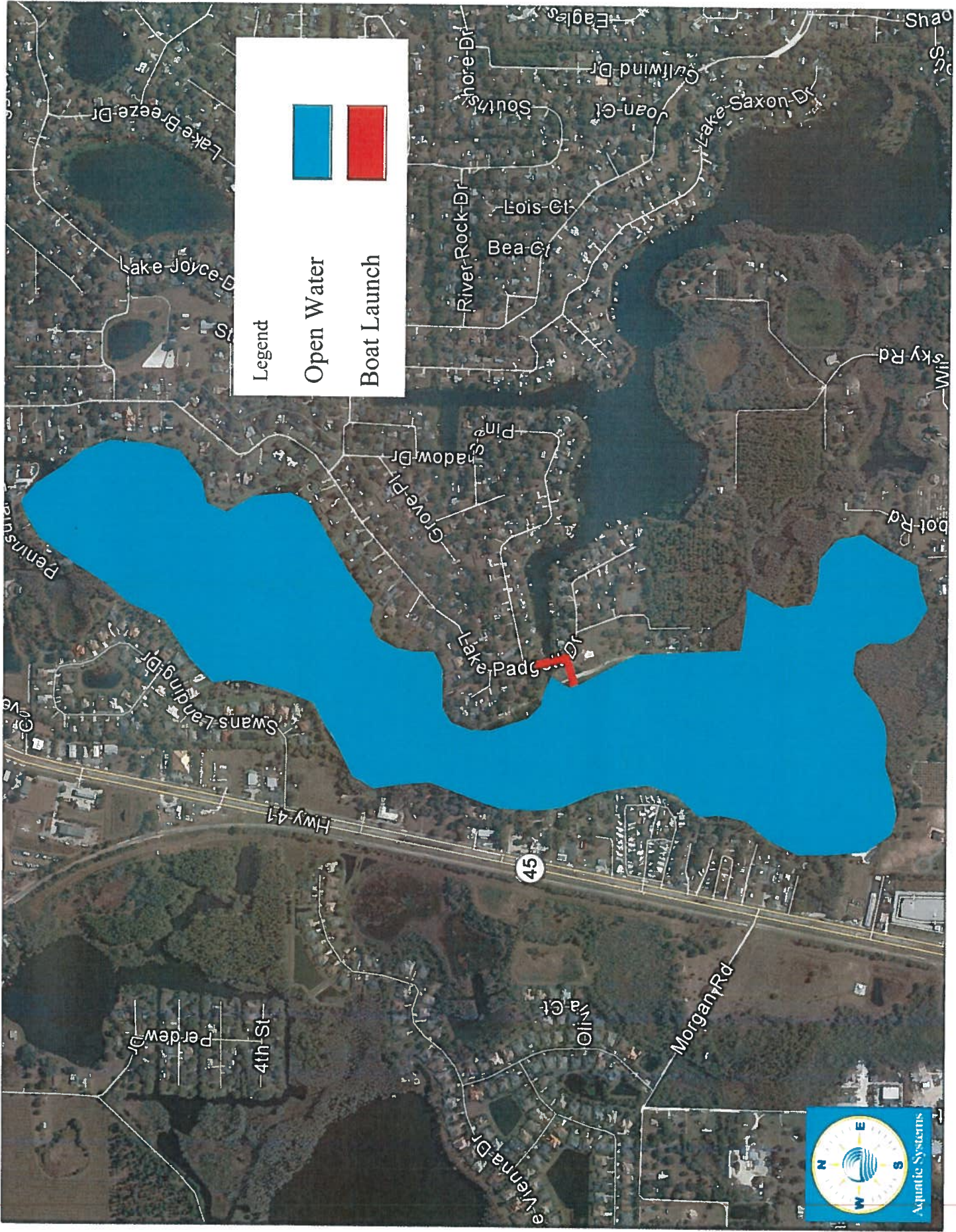
1. If CUSTOMER requires ASI to enroll in any special third-party compliance programs invoicing or payment plans that charge ASI, those charges will be invoiced back to CUSTOMER.
2. CUSTOMER agrees that the services to be provided are for the benefit of CUSTOMER regardless of whether the CUSTOMER has direct legal ownership of the water areas specified. In the event that CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he has control of these areas to the extent that he may authorize the specified services and agrees to hold ASI harmless for the consequences of such services not arising out of ASI sole negligence.
3. It is the CUSTOMER'S responsibility to inform ASI of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. CUSTOMER agrees to provide ASI with copies of mitigation permits, site plans, plant species, etc. relating to contracted work areas. ASI assumes no responsibility for damage to desirable plants where CUSTOMER has failed to disclose such information to ASI.

4. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulations, curtailment or failure to obtain sufficient material or other cause (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should **Aquatic System's, Inc.** be prohibited, restricted or otherwise prevented from rendering specified services by any of the conditions, **Aquatic Systems, Inc.** shall notify CUSTOMER of said condition and of the excess direct costs arising therefrom. CUSTOMER shall have thirty (30) days after receipt of said notice to terminate this Agreement by so notifying **Aquatic Systems, Inc.** in writing.
5. Water use restrictions after treatment are not often required. When restrictions are required, **ASI** will post signs and notify CUSTOMER. It is the CUSTOMER'S responsibility to maintain the posted signs throughout the required period. **ASI** does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
6. **Aquatic Systems, Inc.**, at its expense, shall maintain the following insurance coverages: Workman's Compensation (statutory limits), General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability.
7. **Aquatic Systems, Inc.**, agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of Aquatic Systems, Inc.; however, **Aquatic Systems, Inc.**, shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause whatsoever.
8. *Carp Containment Barrier(s)*: **ASI** is not responsible under any circumstances for flooding or water damage from fouled water level control structures resulting from **ASI** installing Carp Containment Barriers on the structures.
9. This Agreement constitutes the entire agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Aquatic Systems, Inc.** and the CUSTOMER.
10. In consideration of **ASI'S** providing services and/or products, the CUSTOMER agrees to pay its monthly invoice/statement within 30 days of the invoice/statement date. All amounts remaining due and owing 30 days after billing by **SELLER** shall bear interest at the rate of 1.5% per month until paid in full.
11. In the event legal action is instituted to enforce this Agreement or any portion hereof, the prevailing party shall be entitled to an award of reasonable attorney's fees, in addition to court and other costs, including, but without limitation, fees and costs in conjunction with any proceeding before any appellate tribunal. This Agreement and its Terms and Conditions are entered into in Broward County Florida, which the parties agree is the place of payment and the situs jurisdiction in the event of dispute.

<p>Please provide the legal name and address of the owner of the property where the contracted work will be completed. Sign and print your name.</p> <p>The information below will be used to file a Notice to Owner (NTO) of the property. This formal notice is a standard procedure and explains that the owner is responsible for payment of the contracted services. If the Aquatic Systems, Inc. invoice is not paid within 60 days from the completion of the work a lien may be filed against the owner of the property.</p>	
Property Owner(s):	
Owner Address:	
Owner Phone #:	
Aquatic Systems, Inc.	Date
	<p style="text-align: center;">  Authorized Customer's Signature Title <i>Chairman</i> </p>
	<p style="text-align: center;"> Paul Wells Print Name Date Lake Padgett ISD Print Company Name </p>

Lake Padgett
Land O' Lakes, FL

1-800-432-4302



Ex. A

LAKEMASTERS
AQUATIC WEED CONTROL, INC

P.O.BOX 2300 Palm City, Florida 34991
Office: 877-745-5729 // Fax 407-790-4972

WORK ORDER

Date: April 21, 2017

P.O. No.:

Requested by: Mr Montagna

Terms: [e.g. Net 30 Days]

Customer: Lake Padgett
5844 Old Pasco Rd.
Wesley Chapel, Florida 33544

Re: Hydrilla Treatment with Sonar

<u>Item No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Amount</u>
		1st. application, 12.1 ppb 17 Gallons Sonar	\$	\$76,000.00
		2nd. application, 28 days later 4.1 ppb 5.75 Gallons		
		3rd. application, day 56 8 ppb 11.25 Gallons		

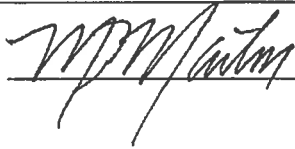
Treatment protocol designed by SePro, results guaranteed by SePro

We also offer grass carp stocking price is determined by size and quantity

Instructions: Please sign below to authorize the above work to be done. Please direct any inquiries to Bill Kurth at 239-707-4899 or Bill.Kurth@LakeMasters.com

Customer: _____

Date: _____

LAKEMASTERS:  _____

Your PO No.: _____

Exhibit B

Exhibit 5
(budget
discussion)

HOA/ fees of area annual

Lake Padgett \$396.82

Sable Ridge \$575

Valencia Gardens \$623

Lake Padgett East \$432

Collier Place \$720

Plantation Palm \$ 764

Lakes at Sable Ridge \$385 plus \$750 (HOA and fee)

Phase 2 Lakes at Sable Ridge \$1,131.35

Coolridge drive \$ 1000

Swan Lake \$ 1,505