



Rizzetta & Company

Acacia Fields Community Development District

Board of Supervisors' Meeting

June 9, 2026

**District Office:
5844 Old Pasco Road Suite 100
Wesley Chapel, FL 33544
813.533.2950**

ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT

Hilton Garden Inn Tampa Suncoast Parkway located at 2155 Northpointe Parkway,
Lutz, FL 33558

www.acaciafieldscdd.org

District Board of Supervisors	Kelly Evans	Chair
	Lori Campagna	Vice Chair
	Momo Bautista	Assistant Secretary
	Jacob Walsh	Assistant Secretary
	Bradley Gilley	Assistant Secretary
District Manager	Scott Brizendine	Rizzetta & Company, Inc.
District Counsel	John Vericker	Straley, Robin & Vericker
District Engineer	Jeremy Couch	Tampa Civil

All Cellular phones and pagers must be turned off 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.

ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT

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

June 2, 2026

**Board of Supervisors
Acacia Fields Community
Development District**

FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Acacia Fields Community Development District will be held on **Tuesday, June 9, 2026 at 9:00 a.m.**, or immediately after the New Port Corners CDD meeting to be held at the Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz, FL 33558. The following is the agenda for the meeting:

BOS MEETING:

1. **CALL TO ORDER**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Consideration of May 12, 2026 Regular Meeting Minutes Tab 1
 - B. Ratification of Operation & Maintenance Expenditures For April 2026 Tab 2
 - C. Ratification of CR1 – S2026 Requisition..... Tab 3
4. **BUSINESS ITEMS**
 - A. Consideration of Resolution 2026-11; Adopting Parking and Towing Policy Tab 4
 - B. Consideration of Towing Authorization Agreement Tab 5
 - C. Consideration of Steadfast Sand Separator Proposal Tab 6
5. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager Report..... Tab 7

6. **SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

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

Sincerely,
Scott Brizendine
Scott Brizendine
District Manager

Tab 1

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.

ACACIA FIELDS
COMMUNITY DEVELOPMENT DISTRICT

The regular Meeting of the Board of Supervisors of Acacia Fields Community Development District was held on **Tuesday, May 12, 2026, at 10:15 a.m.** at the Hilton Garden Inn Tampa Suncoast Parkway, 2155 Northpointe Parkway Lutz, FL 33558.

Present and constituting a quorum:

Kelly Evans	Chair
Lori Campagna	Vice-Chair
Bradley Gilley	Assistant Secretary
Momo Bautista	Assistant Secretary
Jacob Walsh	Assistant Secretary

Also present were:

Scott Brizendine	District Manager, Rizzetta & Company
Lisa Castoria	District Manager, Rizzetta & Company
John Vericker	District Counsel, Straley Robin Vericker
KC Hopkinson	District Counsel, Straley Robin Vericker

Audience	None
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FIRST ORDER OF BUSINESS

Call to Order

Mr. Brizendine opened the meeting at 10:15 a.m.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

No audience members were present.

THIRD ORDER OF BUSINESS

**Consideration of Board of Supervisors
Regular Meeting Minutes for April 14,
2026**

On a Motion by Mr. Gilley, seconded by Ms. Evans, with all in favor, the Board of Supervisors approved the Board of Supervisors Regular Meeting Minutes for April 14, 2026, for Acacia Fields Community Development District.

FOURTH ORDER OF BUSINESS

**Ratification of Operation and
Maintenance Expenditures for March
2026**

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors ratified the Operations and Maintenance Expenditures for March 2026 (\$45,700) as presented, for Acacia Fields Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2026-10;
Approving FY 26-27 Proposed Budget
and Setting Public Hearing**

The Board reviewed and approved the proposed budget for FY 26-27 as presented. The public hearing was scheduled for July 14, 2026 at 9:00 a.m.

On a Motion by Ms. Campagna, seconded by Ms. Evans, with all in favor, the Board of Supervisors adopted Resolution 2026-10; Approving the FY 26-27 Proposed Budget, Setting the Public Hearing for July 14, 2026 at 9:00 a.m., for the Acacia Fields Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Brown and Brown
Insurance Proposal**

After a brief discussion, the Board agreed to decline the proposal at this time.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

No report.

B. District Engineer

No report.

C. District Manager

The next regular meeting will be on June 9, 2026, at 9:00 a.m. at the Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz, Florida 33558.

i. Review of 1st Quarter Website Audit Report

Mr. Brizendine presented this report and informed the Board that all areas passed.

ii. Presentation of Voter Registration Count.

Mr. Brizendine informed the Board that there are currently 38 registered voters in the District.

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EIGHTH ORDER OF BUSINESS

Supervisor Requests

There was no Supervisor request at this time.

NINTH ORDER OF BUSINESS

Adjournment

On a Motion by Ms. Evans, seconded by Ms. Bautista with all in favor, the Board of Supervisors adjourned the meeting at 10:18 a.m., for Acacia Fields Community Development District.

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Assistant Secretary/Secretary

Chairman / Vice-Chairman

DRAFT

Tab 2

**ACACIA FIELDS
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT OFFICE · RIVERVIEW, FLORIDA

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

**Operation and Maintenance Expenditures
April 2026
For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2026 through April 30, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **\$11,133.90**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Acacia Fields Community Development District
Paid Operation & Maintenance Expenditures
 April 1, 2026 Through April 30, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
ADP Easy pay	042326	041426-BOS-408	Payroll Fees 04/14/26	\$ 186.00
ADP Easy pay	040326	716991431	Payroll Processing Fees 03/26	\$ 132.15
ADP Easy pay	042426-1	718469869	processing fees 4/26	\$ 75.00
Bradley Gilley	300092	BG041426-408	Board of Supervisors Meeting 04/14/26	\$ 184.70
Jacob Walsh	042826	JW041426-408	Board of Supervisors Meeting 04/14/26	\$ 184.70
Kelly Evans	300093	KE041426-408	Board of Supervisors Meeting 04/14/26	\$ 184.70
Lori Campagna	300094	LC041426-408	Board of Supervisors Meeting 04/14/26	\$ 184.70
Morgana Anselmi Bautista	300095	MB041426-408	Board of Supervisors Meeting 04/14/26	\$ 184.70
Rizzetta & Company, Inc.	300088	INV0000108114	Accounting Services 04/26	\$ 3,300.00
Steadfast Contractors Alliance, LLC	300089	SA-21107	Monthly Landscape Maintenance 03/26	\$ 3,933.00
Straley Robin Vericker	300090	28042	Legal Services 02/26	\$ 2,523.00
The Observer Group, Inc.	300091	26-00633P	Legal Advertising 03/26	\$ 61.25
Total				<u>\$ 11,133.90</u>

Tab 3

ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT

District Office · Tampa, Florida · (813) 533-2950
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.acaciafieldscdd.org

May 14, 2026

U.S. BANK NATIONAL ASSOCIATION

Acacia Fields CDD, Construction Account
Corporate Trust Services
Attention: Lori Pardee-Cushing
60 Livingston Avenue
Saint Paul, MN 55107

RE: Construction Account, Series 2026
Requisitions for Payment

Dear Lori:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Construction Account.

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA WIRE

REQUISITION NO.	PAYEE	AMOUNT
CR 1	Lennar Homes, LLC	\$15,539,913.13 or balance in account

If you have any questions regarding this request, please do not hesitate to call me at (813) 533-2950. Thank you for your prompt attention to this matter.

Sincerely,
Acacia Fields Community Development District

Lisa Castoria
District Manager

**ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2026
(2026 Project)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Acacia Fields Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of April 1, 2026, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2026 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **CR 1**
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: **Lennar Homes, LLC**
4301 W Boy Scout Blvd Ste 600
Tampa, FL 33607
- (D) Amount Payable: **\$15,539,913.13 or balance in account**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Acquisition from Lennar**
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2026 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2026 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the 2026 Project; and
4. each disbursement represents a Cost of 2026 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive

payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

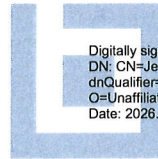
ACACIA FIELDS COMMUNITY
DEVELOPMENT DISTRICT

By: Lori Campagna
Responsible Officer

Date: 5-13-26

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2026 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.



Digitally signed by Jeremy Couch
DN: CN=Jeremy Couch,
dnQualifier=A01410D000019A5EE7E95C0015173D,
O=Unaffiliated, C=US
Date: 2026.05.12 08:46:08-04'00'

Consulting Engineer

**Acacia Fields (Boger Ranch) CDD Reimbursement
REQ#1**

Vendor	Invoice #	Payment #	Amount
RIPA & ASSOCIATES LLC	TPU-526712/28690630-000 (PA#1 - NO RET HELD)	671368	170,734.25
RIPA & ASSOCIATES LLC	TPU-533030/28690630-000 (PA#2)	688686	477,354.69
RIPA & ASSOCIATES LLC	TPU-544741/28690630-000 (PA#3)	728354	492,708.41
RIPA & ASSOCIATES LLC	TPU-544741/28690630-000 (PA#3)	728354	489,718.94
RIPA & ASSOCIATES LLC	TPU-544741/28690630-000 (PA#3)	728354	133,574.80
RIPA & ASSOCIATES LLC	TPU-554348/28690630-000 (PA#4)	757978	416,184.89
RIPA & ASSOCIATES LLC	TPU-554348/28690630-000 (PA#4)	757978	863,486.01
RIPA & ASSOCIATES LLC	TPU-554348/28690630-000 (PA#4)	757978	754,375.72
RIPA & ASSOCIATES LLC	TPU-554348/28690630-000 (PA#4)	757978	284,076.18
RIPA & ASSOCIATES LLC	TPU-554348/28690630-000 (PA#4)	757978	237,886.96
RIPA & ASSOCIATES LLC	TPU-559005/28690630-000 (PA#5)	769877	169,361.73
RIPA & ASSOCIATES LLC	TPU-559005/28690630-000 (PA#5)	769877	275,800.89
RIPA & ASSOCIATES LLC	TPU-559005/28690630-000 (PA#5)	769877	168,315.70
RIPA & ASSOCIATES LLC	TPU-559005/28690630-000 (PA#5)	769877	113,480.72
RIPA & ASSOCIATES LLC	TPU-559005/28690630-000 (PA#5)	769877	52,667.28
RIPA & ASSOCIATES LLC	TPU-568776/28690630-000 (PA#6)	813673	184,460.45
RIPA & ASSOCIATES LLC	TPU-568776/28690630-000 (PA#6)	813673	449,936.71
RIPA & ASSOCIATES LLC	TPU-568776/28690630-000 (PA#6)	813673	204,655.39
RIPA & ASSOCIATES LLC	TPU-568776/28690630-000 (PA#6)	813673	101,624.26
RIPA & ASSOCIATES LLC	TPU-568776/28690630-000 (PA#6)	813673	149,322.19
RIPA & ASSOCIATES LLC	TPU-578638/28690630-000 (PA#7)	835927	199,099.18
RIPA & ASSOCIATES LLC	TPU-578638/28690630-000 (PA#7)	835927	277,828.41
RIPA & ASSOCIATES LLC	TPU-578638/28690630-000 (PA#7)	835927	8,538.70
RIPA & ASSOCIATES LLC	TPU-578640/28690630-001 (PA#7)	835927	8,923.50
RIPA & ASSOCIATES LLC	TPU-578640/28690630-001 (PA#7)	835927	12,508.32
RIPA & ASSOCIATES LLC	TPU-578640/28690630-001 (PA#7)	835927	4,392.00
RIPA & ASSOCIATES LLC	TPU-582594/28690630-000 (PA#8)	841382	1,144,559.35
RIPA & ASSOCIATES LLC	TPU-582594/28690630-000 (PA#8)	841382	58,424.44
RIPA & ASSOCIATES LLC	TPU-582594/28690630-000 (PA#8)	841382	13,332.60
RIPA & ASSOCIATES LLC	TPU-582594/28690630-000 (PA#8)	841382	56,932.95
RIPA & ASSOCIATES LLC	TPU-582599/28690630-001 (PA#8)	841382	758.25
RIPA & ASSOCIATES LLC	TPU-582599/28690630-001 (PA#8)	841382	1,734.19
RIPA & ASSOCIATES LLC	TPU-590060/28690630-000 (PA#9)	864619	233,361.57
RIPA & ASSOCIATES LLC	TPU-590060/28690630-000 (PA#9)	864619	1,323,258.18
RIPA & ASSOCIATES LLC	TPU-590060/28690630-000 (PA#9)	864619	42,821.49
RIPA & ASSOCIATES LLC	TPU-590060/28690630-000 (PA#9)	864619	81,404.50
RIPA & ASSOCIATES LLC	TPU-590060/28690630-000 (PA#9)	864619	33,036.84
RIPA & ASSOCIATES LLC	TPU-590062/28690630-001 (PA#9)	864619	4,641.35
RIPA & ASSOCIATES LLC	TPU-590062/28690630-001 (PA#9)	864619	803.24
RIPA & ASSOCIATES LLC	TPU-598174/28690630-000 (PA#10)	893052	139,493.15
RIPA & ASSOCIATES LLC	TPU-598174/28690630-000 (PA#10)	893052	944,236.80
RIPA & ASSOCIATES LLC	TPU-598174/28690630-000 (PA#10)	893052	38,317.71
RIPA & ASSOCIATES LLC	TPU-598174/28690630-000 (PA#10)	893052	42,595.77
RIPA & ASSOCIATES LLC	TPU-598174/28690630-000 (PA#10)	893052	1,834.33
RIPA & ASSOCIATES LLC	TPU-598176/28690630-001 (PA#10)	893052	3,032.27
RIPA & ASSOCIATES LLC	TPU-598176/28690630-001 (PA#10)	893052	23,796.00
RIPA & ASSOCIATES LLC	TPU-605234/28690630-000 (PA#11)	911343	52,094.59
RIPA & ASSOCIATES LLC	TPU-605234/28690630-000 (PA#11)	911343	581,186.66
RIPA & ASSOCIATES LLC	TPU-605234/28690630-000 (PA#11)	911343	127,285.75
RIPA & ASSOCIATES LLC	TPU-605234/28690630-000 (PA#11)	911343	41,401.80
RIPA & ASSOCIATES LLC	TPU-605234/28690630-000 (PA#11)	911343	26,230.95

Tab 4

RESOLUTION NO. 2026-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY REGARDING DISTRICT PARKING AND TOWING; AUTHORIZING THE ENGAGEMENT OF AN AUTHORIZED TOWING OPERATOR; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Acacia Fields Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Pasco County, Florida;

WHEREAS, the District owns and maintains certain District-owned roads, parking spaces, Mailbox Kiosks Areas, and common areas throughout and within its boundaries (the “**District Property**”);

WHEREAS, the Board of Supervisors of the District (the “**Board**”) is authorized by Sections 190.011(15) and 190.012(2)(d), Florida Statutes, to contract with a towing operator to remove vehicles from District Property and District Parking Areas if the notice and procedures requirements of Section 715.07, Florida Statutes, are followed;

WHEREAS, unauthorized vehicles or vessels on District Property and/or District Parking Areas may pose a danger or cause a hazard to the health, safety, and welfare of the District, its residents, its infrastructure, and the general public;

WHEREAS, the District desires to contract with a towing operator that is included on an approved list of towing operators in Pasco County, Florida, to tow unauthorized vehicles from District Property and District Parking Areas; and,

WHEREAS, the Board held a public meeting to receive public comment on its proposed District Parking and Towing Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

1. **Incorporation of Recitals.** The above recitals are true and correct and by this reference are incorporated as a material part of this resolution.
2. **Adoption of District Property Parking and Towing Policy.** The Board hereby adopts the District Property Parking and Towing Policy, attached hereto as **Exhibit A**.
3. **Authorizing the Engagement of an Approved Towing Operator.**
 - a. The Board hereby authorizes the District to enter into an agreement with a company that is authorized to perform towing or wrecker services in compliance with Florida law, applicable Pasco County regulations, and the District Property Parking and Towing Policy.
 - b. The District shall coordinate with the towing operator to ensure that the required signage shall be posted on District Property in the manner required by applicable laws and

regulations (including specifically Section 715.07, Florida Statutes).

4. **Conflicts.** This Resolution replaces any prior resolutions, policies, rules, actions or any portion or content included therein in conflict with this resolution.
5. **Severability.** If any section or part of a section of this resolution is declared invalid, unconstitutional, or inconsistent with any law or regulation, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such part of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.
6. **Effective Date.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded, repealed, replaced, or superseded.

Passed and Adopted on this 9th day of June, 2026.

Attest:

**Acacia Fields
Community Development District**

Name: _____
Title: Secretary / Assistant Secretary

Name: Kelly Evans
Title: Chair of the Board of Supervisors

EXHIBIT A

Acacia Fields Community Development District District Property Parking and Towing Policy

The Acacia Fields Community Development District (the “**District**”) has adopted the following District Property Parking and Towing Policy (the “**Policy**”) regarding the parking and towing of vehicles or vessels of any kind (as defined by Section 715.07, Florida Statutes) located on District-owned property, roads, common areas, and in and around the mailbox kiosks parking areas within the District boundary (the “**District Property**”).

The term District Property includes all District-owned roads, parking spots, common areas, and mailbox kiosk areas. The term District Roads includes all District-owned rights-of-ways within the District boundary. The term Mailbox Kiosk Area includes both of the mailbox kiosk parking areas within the District boundary. This Policy is in addition to, and exclusive of, various state laws, county regulations, or homeowners’ association standards governing parking.

Parking Policies:

1. There shall be no parking of vessels on any District Roads.
2. There shall be no parking of vehicles on District Roads except during permitted hours in accordance with this Policy.
3. There shall be no parking of vehicles at/on Mailbox Kiosk Parking Areas except during permitted hours only and within a properly posted parking area or within properly marked parking spaces in accordance with this Policy.
4. Parking at the Mailbox Kiosk Parking Areas shall be limited to fifteen (15) minutes.
5. There shall be no overnight parking (from 10:00 p.m. to 5:00 a.m.) on District Roads or at Mailbox Kiosk Parking Areas.
6. Vehicles must not be parked in any way which blocks the normal flow of traffic or in any way that limits the ability of emergency service workers to respond to situations.
7. Unless authorized in writing by the District, only vehicles that can fit in a standard parking space are permitted to park on District Roads.
 - a. No commercial vehicles (other than vendors currently servicing the District), RVs, boats, trailers, moving trucks, or oversized vehicles are permitted.
8. The District does not provide any security or monitoring for the District Roads and assumes no liability for any theft, vandalism, and/or damage that might occur to personal property and/or to such vehicles.
9. All vehicles must have a valid and proper license plate and registration affixed to it. Unregistered vehicles may be reported to license inspectors or law enforcement as a violation of Section 320.02, Florida Statutes. Additionally, unregistered vehicles may be considered to have been abandoned and reported to law enforcement or code enforcement.
10. These policies are in addition to, and exclusive of, various state laws, county regulations, or homeowners’ association standards governing parking.

Towing Policies:

1. Any vehicle or vessel that is parked on District Property and/or District Roads in violation

of this Policy or applicable regulatory requirements may be towed, at the sole expense of the owner, in accordance with applicable laws and regulations (including Section 715.07, Florida Statutes).

2. The District shall keep a logbook of all violations of the District's parking restrictions.
3. The District shall maintain a list of representatives that have the authority to contact the Towing Operator for the purpose of initiating the towing of a vehicle or vessel from District Property. **“Roam Towing” is NOT allowed by the Towing Operator.**
4. Upon discovery of a violation, an authorized District representative may notify the towing operator with whom the District enters into a towing authorization agreement to initiate a tow. The towing operator shall photograph the evidence of such violation and may then tow the vehicle or vessel from District Property in accordance with said agreement.
5. Prior to directing the Towing Operator to remove any vehicles or vessels, the Authorized Representative shall:
 - a. Take a picture evidencing the failure to move the vehicle or vessel.
 - b. Enter the relevant information in the logbook and provide the picture to the District's records custodian.
 - c. THEN, provide authorization for the Towing Operator to commence towing for only the reported violation and not to patrol for other violations.

This policy was adopted by Resolution No. 2026-__ on June 9, 2026.

Tab 5

Towing Authorization Agreement

This Towing Authorization Agreement (this “**Agreement**”) is entered as of June 9, 2026, between the **Acacia Fields Community Development District**, a local unit of special-purpose government organized and established under Chapter 190, Florida Statutes (the “**District**”) and **TO BE DETERMINED** a Florida limited liability company (“**Towing Operator**”) whose mailing address is ____.

Background Information:

The District is the owner of certain roads, parking areas, and common areas located within the District’s boundary (the “**District Property**”). The District desires to authorize the Towing Operator to tow any vehicles or vessels that are parked on District Property in violation of the District’s Parking and Towing Policy (attached hereto as **Exhibit A**).

Roam Towing is NOT authorized.

The Towing Operator represents that it is regularly engaged in the business of towing vehicles or vessels, is authorized under Florida law and Pasco County regulations to tow vehicles or vessels, and that the Towing Operator abides by all applicable laws and regulations.

Operative Provisions:

1. **Incorporation of Background Information**. The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.
2. **District Authorized Representatives**.
 - a. The Board hereby authorizes the following representatives on behalf of the District to authorize the towing of unauthorized vehicles or vessels on District Property pursuant to the Parking and Towing Policy:
 - i. Chair or, in the Chair’s absence, the Vice Chair of the Board of Supervisors
 - ii. The District Manager
 - iii. The Field Operations Manager
 - b. The Board may authorize additional representatives from time to time, by a vote at a public meeting or by adopting a resolution.
3. **Authorization to Tow**. In accordance with section 715.07(2), Florida Statutes, the District hereby authorizes the District Authorized Representatives, only after complying with the District’s Parking and Towing Policy and applicable laws and regulations, to provide authorization to the Towing Operator to remove any vehicles or vessels that are parked on District Property in violation of the District’s Parking and Towing Policy. **The Towing Operator is NOT authorized to patrol the community (“Roam Towing”) for violations of the District’s Parking and Towing Policy.** After being contacted by a District Authorized Representative to initiate towing, the Towing Operator shall further photograph or video the vehicle or vessel to sufficiently detail the violation for which the vehicle or vessel is being towed. The photographs or video shall be maintained by the Towing

Operator for a minimum of six (6) months and be produced upon request by the District or any law enforcement agency.

4. **Compliance with Laws and Regulations.** The Towing Operator shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder (including specifically Sections 715.07 and 713.78, Florida Statutes as they may be amended from time to time). Towing Operator will be responsible for any fines or penalties assessed against District as a result of any the Towing Operator's operations authorized under this Agreement.
5. **Signage.** The Towing Operator shall either provide the signage required by applicable laws and regulations or inspect and certify to the District that any existing signage complies with the applicable laws and regulations.
6. **No Monetary Compensation between the Parties.** Both parties acknowledge and agree that the District has authorized the towing services by the Towing Operator without monetary obligation. No fee will be paid to the Towing Operator by the District for services as outlined in this Agreement, including, but not limited to, the costs associated with the placement of signage or with providing personal notice as required by section 715.07, Florida Statutes. The Towing Operator shall ensure that all fees to be charged for towing and storage shall not exceed the amounts established by Hillsborough County.
7. **Manner of Performance and Care of District Property.** Any towing shall be done, furnished, and performed in a workmanlike manner with the best management practices in the industry. Towing Operator shall use all due care to protect the property of the District, its residents and landowners from damage.
8. **Insurance.** The Towing Operator shall carry commercial general liability insurance of no less than \$1,000,000 and commercial automobile liability insurance of no less than \$1,000,000. The Towing Operator shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as "Additional Insured" under such policy. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Towing Operator will maintain Workers Compensation insurance as required by law.
9. **Indemnification.** The Towing Operator, for and on behalf of itself, its agents, employees and assigns, and any person or entity claiming by, through or under them, shall indemnify and agree to defend and hold the District, its supervisors, agents and employees, harmless from any and all claims (including attorneys fees and costs) for loss, damage, injury or death of any nature whatsoever to persons or property, including, but not limited to, personal injury or death resulting in any way from or in any fashion arising from or connected with the Towing Operator's actions.
10. **Relationship Between the Parties.** It is understood that the Towing Operator is an independent contractor and will perform the services contemplated under this Agreement.

As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Towing Operator and the District. The Towing Operator will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District.

11. **No Waiver of Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
12. **Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Towing Operator represents that in entering into this Agreement, the Towing Operator has not been designated as a “scrutinized company” under the statute and, in the event that the Towing Operator is designated as a “scrutinized company”, the Towing Operator shall immediately notify the District whereupon this Agreement may be terminated by the District.
13. **E-Verification.** Pursuant to Section 448.095(2), Florida Statutes,
 - a. Towing Operator represents that Towing Operator is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
 - b. If the District has a good faith belief that the Towing Operator has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Towing Operator otherwise complied with its obligations thereunder, the District shall promptly notify the Towing Operator and the Towing Operator will immediately terminate its contract with the subcontractor.
14. **Public Records.** As required under Section 119.0701, Florida Statutes, Towing Operator shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Towing Operator upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All

records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE TOWING OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TOWING OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (888) 208-5008, BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FL 33614.

15. **Term.** The initial term of this Agreement shall be for one year from the date of this Agreement. At the end of the initial term, this Agreement shall automatically renew for subsequent one-year terms pursuant to the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.
16. **Termination.** Either party may terminate this Agreement at any time, without cause, with 10 days written notice to the other party.
17. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties.
18. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
19. **Controlling Law.** This Agreement is governed under the laws of the State of Florida with venue in the county in which the District is located.
20. **Enforcement of Agreement.** In the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
21. **Notice.** Whenever any party desires to give notice to the other parties, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses listed below. In the event that any party undergoes a change in address or contact information, notice to the other party shall be made.

To the Contractor:
c/o TO BE DETERMINED

To the District:
c/o Rizzetta
3434 Colwell Avenue, Suite 200
Tampa, FL 33614
Attn : Scott Brizendine
sbrizendine@inframark.com

- 22. **Arm's Length Transaction and Interpretation.** This Agreement has been negotiated fully between the parties as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- 23. **Severability.** Should any provision of this Agreement be declared or be determined by any court of jurisdiction to be illegal or invalid, the validity of the remaining parts, term or provision shall not be affected thereby, and the illegal part, term or provision shall be deemed not part of this Agreement.
- 24. **Anti-Human Trafficking.** Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.
- 25. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement will control over provisions in any exhibit.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date above.

TO BE DETERMINED

**Acacia Fields
Community Development District**

Name: _____
Title: _____

Name: Kelly Evans
Title: Chair of the Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

Affidavit for Anti-Human Trafficking
Section 787.06(13), Florida Statutes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Before me the undersigned authority personally appeared _____, who being duly sworn, deposes and says (the “**Affiant**”):

1. Affiant is over 18 years of age and has personal knowledge of the facts and certifications set forth herein.
2. Affiant is the _____ (Title) of _____ (the “**Company**”) and as such is authorized to make this Affidavit for and on behalf of the Company, its directors and officers.
3. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. Company intends to execute, renew, or extend a contract between Company and the Acacia Fields Community Development District.
5. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

I state that I and the Company understand and acknowledge that the above representations are material and important, and will be relied on by the above referenced CDD to which this affidavit is submitted. I and the Company understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the CDD of the true facts.

Under penalties of perjury, I declare that I have read the foregoing Affidavit for Anti-Human Trafficking and that the facts stated in it are true.

Signature of Affiant

Sworn before me on _____, 2025 _____
Notary Public Signature

Notary Stamp

EXHIBIT A

**Acacia Fields Community Development District
Parking and Towing Policy**

Tab 6



Estimate

Date 5/28/2026 **Estimate #** EST-SCA4116

Customer Information		Project Information	
Acacia Fields CDD C/O Rizzetta & Co Inc 3434 Colwell Avenue Suite 200 Tampa FL 33614	Contact Accounts Payable Phone E-mail rizzettacddinvoices@avid... Account #	SM1311 / 401 Acacia Fields CDD 10022 Wirt Road Dade Citv. FL 33525	Proposal Prepared By: Type Of Work

Steadfast proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Cost
This proposal is to install a 2" Lakos Sand Separator at the well due to the pump pulling up sand and clogging drip fittings and irrigation lines. We are also proposing to install a small drain, valve and decoder to ensure that it runs with the controller and automatically flushes after each cycle. Price includes all parts and labor	5,830.17

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.

Total	\$5,830.17
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I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.

Accepted this _____ day of _____, 20____.

Signature: _____ Printed Name and Title: _____

Representing (Name of Firm): _____

Tab 7



UPCOMING DATES TO REMEMBER

- **Next Meeting & Budget Adoption/Public Hearing:** July 14, 2026 @ 9am
- **Form 1 Filing Deadline:** July 1, 2026

District Manager's Report

June 9,

2026

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<u>FINANCIAL SUMMARY</u>		<u>3/31/2026</u>
General Fund Cash & Investment Balance:		\$3209
Total Cash and Investment Balances:		\$3209
General Fund Expense Variance:	\$23,402	Under Budget