



Rizzetta & Company

# **Lakeside Community Development District**

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## **Board of Supervisors' Meeting February 24, 2021**

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

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

## **LAKESIDE COMMUNITY DEVELOPMENT DISTRICT**

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

### **Board of Supervisors**

Jack Koch  
Samantha Manning  
Linda Ramlot  
Christina Brooks  
Edgar Marquis Jr.

Chairman  
Vice Chairman  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary

### **District Manager**

Lynn Hayes Rizzetta & Company, Inc.

### **District Counsel**

Alyssa Willson Hopping Green & Sams, PA

### **District Engineer**

Al Belluccia Florida Design Consultants, Inc.

**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.

**LAKESIDE COMMUNITY DEVELOPMENT DISTRICT  
DISTRICT OFFICE □ 5844 OLD PASCO ROAD □ SUITE 100  
WESLEY CHAPEL, FL 33544**

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

February 16, 2021

**Board of Supervisors  
Lakeside Community  
Development District**

**FINAL AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of the Lakeside Community Development District will be held on **Wednesday, February 24, 2021 at 11:00 a.m.** at the offices of Rizzetta & Company Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The following is the final agenda for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
  - A. Consideration of Board Supervisor Resignation ..... Tab 1
  - B. Consideration of Appointment to Open Seat..... Tab 2
  - C. Administer Oath of Office to Newly Elected Supervisor ..... Tab 3
    1. Review of Form 1 and Sunshine and Public Records Law
  - D. Consideration of Resolution 2021-02, Re- Designating Officers of the District ..... Tab 4
  - E. Consideration of Pet Waste Station Quote ..... Tab 5
  - F. Consideration of Traffic Calming Device Agreement..... Tab 6
  - G. Consideration of Cook Portable Shed Quote ..... Tab 7
  - H. Consideration of Golf Cart Quotes..... Tab 8
  - I. Consideration of Brightview Landscape Bus stop/Bike Rack Quote..... Tab 9
  - J. Consideration of Aquatic Maintenance Pond Proposals (under separate cover) ..... Tab 10
  - K. Discussion of Pond/Lake Fishing
  - L. Consideration of Landscape RFP Package & Authorize to Advertise a Notice of RFP for Landscape & Irrigation Maintenance Services ..... Tab 11
- 4. BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of the Board of Supervisor's Meeting held on January 27, 2021 ..... Tab 12
  - B. Consideration of Operation and Maintenance Expenditures for January 2021 ..... Tab 13
  - C. Presentation of Aquatics Report..... Tab 14
  - D. Presentation of Field Inspection Report- February..... Tab 15
- 5. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
    1. Street Lighting Quote (under separate cover)..... Tab 16
    2. Sidewalk Repair Quote ..... Tab 17
    3. Pier Erosion Agreement
    4. Discussion of CDD/HOA Lot Survey Report
  - C. District Manager

- 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 contact me at (813) 994-1001.

Sincerely,  
**Lynn Hayes**  
District Manager



## **Tab 1**

# LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

February 9, 2021

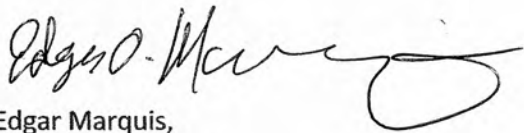
Lakeside Community Development District

Re: Resignation from Lakeside CDD

To Whom It May Concern:

I, Edgar O. Marquis Jr., hereby resign from the Lakeside Community Development District, effective when accepted by the Board of Supervisors. Unless accepted by the District's Board of Supervisors prior to 12:00 p.m. on February 24, 2021, this letter of resignation shall expire at that time.

Sincerely,

A handwritten signature in black ink, appearing to read "Edgar O. Marquis Jr.", with a large, stylized loop at the end.

Edgar Marquis,  
Assistant Secretary

## **Tab 2**

## **Lakeside Community Development District Board of Supervisors Nominee Application**

Name: Debra Roth

Address: 13356 Newport Shores Dr, Hudson, FL 34669

Occupation: Real Estate Agent/ Life insurance Agent

1. Tell us how long have you lived in the community?

I have lived in Lakeside since 2016. First in a Villa on the pond then we recently had a home built in the new section.

2. What has your experience with the community been like so far?

Lakeside is a beautiful community. I love living here. Our community has such beautiful conservation and lakes/ponds that no other communities near us offer. Lakeside is a gem that I would like to help preserve for our residents and the future.

3. Do you currently, or have you held other board and/or committee positions in or outside of Lakeside? Please describe.

I have worked as a volunteer in committees for an HOA for a condominium complex we own a condo in on Jacksonville Beach. I volunteered my time to help in anyway needed to help with projects the community was undergoing (major construction projects to restore a 1970's ocean front building). I also was a member of the social committee when we first had one in Lakeside. Sadly we were not able to accomplish anything as there was no cohesive support from our HOA nor was there an understanding of what they actually wanted so we all decided to resign.

4. Please describe any expertise you possess which you feel would benefit our community. My previous career and licenses offer me experience in financial

field as a Financial Advisor- in the past held my Series 7, Series 66, my 33. I hold a current 2-15 insurance license and a Real estate license. I have extensive experience in Real estate including some development, construction and building and design. I feel my expertise would be very valuable as an asset to the board. Happy to discuss in more detail at your convenience.

5. In your own words, why should you be appointed to the Lakeside Community Development District Board of Supervisors?

I have resided in Pasco county since 1987. I have seen the extensive growth in Pasco county and surrounding areas, both the positive and the negative. I understand the value that a CDD adds to a community and would like to be part of the solution. We have a beautiful community that should be protected and preserved for all of us to enjoy for generations.

If I am appointed to the CDD Board I will work hard to help protect our community and keep it beautiful. I will put the community above all.

I have extensive experience in reviewing contracts and documents, financial planning and review along with negotiation, project management and supervision of contractors and employees. I have some experience in development of land from my real estate years.

I feel I have a lot to offer to the CDD Board both professionally and personally.

I hope to have the opportunity to serve.

**Upon completion, this form is to be emailed to Lynn Hayes, CDD District Manager, at [Lhayes@Rizzetta.com](mailto:Lhayes@Rizzetta.com) or Patty Sweeney CDD Administrative Assistant, at [Psweeney@Rizzetta.com](mailto:Psweeney@Rizzetta.com)**

**Deadline for all applications is Friday, February 12, 2021 at 5:00 PM.**

# Debra Roth PA

352-263-3161

Hudson, FL 34669  
droth321@yahoo.com

## PROFILE:

Accomplished, results driven sales professional with over 20 years' experience in Sales, Construction, Design, Real Estate, Business Development, Financial Advisor and Insurance along with being a very successful Business Owner.

Top 10% closer with my previous employers. My extensive background includes account management, account development and product knowledge, creative marketing and relationship building which have allowed me to be successful in my past and current positions.

I have a strong ability to build and grow a sales pipeline. My excellent communication skills with demonstrated success at building new business relationships and maintaining existing clients puts me at the top of my game. I am an expert when it comes to negotiation and problem solving; can complete tasks with little to no supervision. My creative thinking abilities give me an advantage to always look for solutions and ways to improve my book of business.

My presentation skills are key to gaining the trust of clients, building strong rapport and overcoming objections. My knowledge and professionalism allows me to quickly earn the trust and respect of my clients and they view me as an expert in my field.

## SKILLS AND QUALIFICATIONS:

- ◆ Exceptional listening, verbal and communication skills
- ◆ Problem Solver, Creative Thinker and Results Driven
- ◆ Leader, Coach, Mentor
- ◆ Public speaking
- ◆ Recruiting
- ◆ Proficient marketing experience with social media, business and social networking along with a strong referral pipeline built off of reputation, honesty and excellence.
- ◆ Consultative Sales
- ◆ Contract negotiation
- ◆ Project Management
- ◆ Design, measure and template
- ◆ Ability to read blue prints
- ◆ Life Health and Annuity licensed
- ◆ Licensed Realtor, active

## PROPENSITY FOR COMPUTERS:

- ◆ MS Office
- ◆ CRM software Salesforce
- ◆ Cloud based business
- ◆ Quick books
- ◆ 2020 Design Software
- ◆ Web design
- ◆ Social Media Marketing
- ◆ 3D modeling software
- ◆ Excel
- ◆ If I don't know it, I can learn it!

## PROFESSIONAL EXPERIENCE:

### **ROBERT SLACK LLC** *REALTOR*

**MAY 2020- CURRENT**

#### **VantagePoint ai Software**

*Software Coach/ Sales.*

Software coach ai trading software  
Relationship building  
Building value  
Market analysis, trend direction using ai software  
Sales, up sell coached customers after initial purchase  
CRM- Salesforce  
Training  
Coaching  
Order processing  
Sale processing online platform  
Go To Meeting regular team meetings  
Telephone sales  
Business development  
inbound and outbound calls  
Excellent Professional Customer Service  
Expert in my field

**Jan 2020- May 2020**

*Lay-off during Covid-19*

#### **EXP Realty**

*Real Estate Agent*

Lead Generation  
Social media marketing  
CRM  
In home sales (listing) presentations  
Home Valuing and comparable  
Negotiations  
Contracting  
Excellent Professional Customer Service  
Expert in my field.

**Aug 2019-Dec 20**

#### **William Ryan Homes**

*Sales Counselor*

Lead Generation  
Consultative sales new home construction  
CRM  
Contracting  
Understanding and able to read blue prints  
Customer Service

**March 2019-Aug 2019**

#### **Select Quote Insurance Services, Jacksonville, FL**

*Insurance Agent Advisor*

Being the "Expert" in my field  
Consultative Sales, finding the right products for my clients needs.  
Exceptional Top performer/closer- exceeding goals  
Term Life Insurance  
Universal Life Insurance  
Underwriting guidelines  
Quoting  
Asking for the sale and for the referral  
Public speaking- did a television interview in Miami for my employer.

**June 2016- Feb 2019**

**Future Home Realty, New Port Richey, FL and Jacksonville, FL**

**March 2011- March 2019**

***Realtor***

- ◆ Work with both buyers and sellers.
- ◆ Contract negotiation.
- ◆ Consultative sales and creative marketing.
- ◆ Analyzing market trends and values to assure value of homes and property.
- ◆ Networking and always looking for the next opportunity and asking for the referral.
- ◆ Handle negotiations enabling buyers and sellers to achieve maximum value in their deals.

**TDN, Jacksonville Beach, FL**

**November 2012- April 2015**

***Senior Debt Consultant***

- ◆ Handle inbound client calls as Diamond level closer and problem solver.
- ◆ Resolve customers concerns and meet their needs to ensure proper services and client satisfaction.
- ◆ Responsible for sales of services to meet needs of each client and company goals.
- ◆ In charge of presenting detail explanation of services and cost for services sold.
- ◆ Educating clients about their options for resolutions to their specific situations.
- ◆ Build customer rapport and overcome objections.
- ◆ Research and find sales opportunities.
- ◆ Closer for sales calls.
- ◆ Work with upper management on test projects and assist with development of new portions of the sales script to increase sales for the company.

**Morgan Stanley Smith Barney, Palm Harbor, FL**

**July 2011- Dec. 2011**

***Financial Advisor***

- ◆ Client prospecting face to face.
- ◆ Networking to develop relationships and circle of influence that earned referrals and clients.
- ◆ Targeted markets to gain individual and business accounts.
- ◆ Account set up, understanding client needs and risk tolerance.
- ◆ Responsible for strong communication skills, data entry and time management along with customer follow up.
- ◆ Exceeded expectations to achieve quality contacts and relationships.

**Edward Jones Financial, New Port Richey, FL**

**November 2010 - May 2011**

***Financial Advisor***

- ◆ Responsible for client prospecting face to face.
- ◆ Developed relationships with both residential and business clients.
- ◆ In charge of account set up, understanding client needs and risk tolerance.
- ◆ Communicated and followed up with clients to keep them informed.
- ◆ In charge of administrative duties to maintain accounts.
- ◆ Resolved issues and concerns to ensure customer satisfaction

**Bradco Supply, Hudson, FL**

**January 2008 -Sept. 2010**

***Kitchen Designer/Outside Sales***

- ◆ Managed the kitchen and bath department.
- ◆ Met with customers and contractors both on site and out in the field.
- ◆ Generated leads to build the business as an outside sale representative.
- ◆ Trouble shoot problems and found resolutions that met or exceeded the needs of both the customers and Bradco supply.
- ◆ Brought in new business not only for my kitchen department but also for the company as a whole which included: flooring products, windows, doors, roofing, siding along with other construction products and tools.



- ◆ Developed procedures to ensure quality and customer satisfaction.
- ◆ Account management, project management, and coordination of active projects with other professionals.
- ◆ Responsible for AR, invoicing, and PO's.
- ◆ Created and tracked corporate call logs and mileage reports.

#### **Florence Marble and Granite, Tampa, FL**

**December 2006-January 2008**

##### ***Outside Sales Representative***

- ◆ Responsible for bringing in new customers and accounts through many different venues of contact.
- ◆ Handled lead generation and follow up.
- ◆ Finding customers through cold calls in person, by appointment, via email or phone calls.
- ◆ Business development focused on excellent customer service.
- ◆ Understanding products such as granite and other stone products.
- ◆ Template counter tops, transfer measurements to CAD software for production.

#### **Paradise West Realty, Hudson, FL**

**2004- 2011**

##### ***Realtor***

- ◆ Real Estate Sales.
- ◆ Listing and sales agent.
- ◆ Focus on generating leads for buyers and sellers.
- ◆ Helping clients with home staging to get it sold.
- ◆ Creative marketing for home listings.
- ◆ Creative sales agent with excellent track record.

#### **Custom Home Cabinetry, Spring Hill, FL**

**1996-2003**

##### ***Owner/Sales....wearer of many hats***

- ◆ Co- owner of custom cabinet manufacture business.
- ◆ Developed business plans, implementing and updating procedures to assure quality and customer satisfaction.
- ◆ Handled design and sales and construction and manufacturing
- ◆ Responsible for generating leads for business growth, accounting, purchasing of all products needed in the Manufacturing of custom cabinets.
- ◆ Educated clients on product knowledge.
- ◆ Ability to read and understand blue prints.

#### **EDUCATION:**

Pasco Hernando Community College, New Port Richey, FL

3 years including prerequisites working towards an Associates in Science Degree RN  
Certificates include Phlebotomy, Medical Transcription and Medical Coder Specialist.

#### **AWARDS, LICENSE & CERTIFICATIONS:**

- ◆ Top performer Level 2 in less than 1 yr insurance sales
- ◆ Employer recognition for Exceptional Customer Service 2017 and 2018
- ◆ Senior Debt Consultant of the Year award winner.
- ◆ Fastest SDC to 2million and 3 million in sales.
- ◆ Senior Debt Consultant of the month only 3 months after joining the company, and a second time in December of 2014.
- ◆ Recognized for a record breaking sales quota of 100k in sales within my first 42 days of employment.
- ◆ Awarded DC Rookie of the year in 2013.
- ◆ "Comeback Showroom of the Year" from Kraftmaid for 2009 for more than doubling my sales in 12 months.
- ◆ Insurance : Life Health and Annuity
- ◆ Active Real Estate License
- ◆ Notary Public

**Please check out my profile on LinkedIn:**

<https://www.linkedin.com/in/debraroth321>

## **Lakeside Community Development District**

Address: **Board of Supervisors Nominee Application**

Name: Gordon G. Dexter

Occupation: Retired

1. Tell us how long have you lived in the community?

**We closed on our home at 13544 Bee Tree Ct. October 2016 and have residents since.**

2. What has your experience with the community been like so far?

**This community is a beautiful place to live. As avid runners we enjoy daily runs, walks or bike rides around the development and enjoy the beauty and nature.**

3. Do you currently, or have you held other board and/or committee positions in or outside of Lakeside? Please describe.

**Yes, prior to my retirement and relocation I held elected office with the Palmdale Water District in Palmdale, California. PWD is a California Special District. I was elected President by my fellow board members. Additionally, I sat on many committees such as Personnel, Finance, and Outreach. I also sat on joint committees with neighboring water districts and the City of Palmdale.**

4. Please describe any expertise you possess which you feel would benefit our community.

**My experience working for governmental agencies and reporting to Boards as well as my experience as a Board President provides unique expertise operating in a board setting. I am aware of the authority and responsibilities bestowed on the board, especially providing oversight and direction to District Management within the parameters of legal and fiduciary guidance.**

5. In your own words, why should you be appointed to the Lakeside Community Development District Board of Supervisors?

**I should be appointed because I have the experience working with boards and governmental agencies to be immediately productive as a member of the board. Lakeside is an active and growing community with much work ahead and the board needs to work to develop the confidence of the community.**

**Upon completion, this form is to be emailed to Lynn Hayes, CDD District Manager, at [Lhayes@Rizzetta.com](mailto:Lhayes@Rizzetta.com) or Patty Sweeney CDD Administrative Assistant, at [Psweeney@Rizzetta.com](mailto:Psweeney@Rizzetta.com)**

**Deadline for all applications is Friday, February 12, 2021 at 5:00 PM.**

## **Gordon G. Dexter**

13544 Bee Tree Ct.  
Hudson, FL 34669  
(661) 435-2814

## **Work experience**

### **Retired from Metropolitan Water District (12/2016)**

#### **Palmdale Water District (Elected Position)**

**2029 E. Ave Q**

**Palmdale, Ca.**

**Board of Directors, President** (Elected 12/2006-12/2008 and 12/2009-12/2012)

Provide board leadership and guidance for five member board and General Manager in conducting the affairs of a municipal water district. Preceded over the hiring of the current General Manager, and together developed a financial recovery plan to rebuild reserves. Develop an annual \$30 million budget and have grown reserves by \$8 million in 3 years. Negotiated settlements to four law suits with the City of Palmdale resulting in the formation of the Palmdale Recycled Water Authority. Conceived and developed a plan with Antelope Valley East Kern (AVEK) to provide an intertie for treated water transfers. Commissioner on Antelope Valley State Water Contractors Association, founding member of Palmdale Recycled Water Authority (a Joint Powers Authority), standing member of Water Supply and Reliability Committee, Facilities Committee, and Finance Committee.

#### **Metropolitan Water District**

**Granada Hills, Ca.**

**Operations Team Manager (Team Manager VI)** (1/2007-Present)

Responsible for management of the Jensen Treatment Plant Operations Team. Supervise team of water treatment operators responsible for the day to day operations of the treatment plant. Ensure compliance with all water quality, environmental and safety regulations. Maintain proper inventory of treatment chemicals based on projected plant demands and historical data. Generate reports for management, Water Quality and regulatory agencies to certify compliance or track plant performance to established metrics. Coordinate maintenance activities to limit effects on plant capacity and coordinate with System Operations to meet system requirements. Develop operations staff to man rotating shifts including hiring, training, scheduling, disciplinary actions, and succession planning. Participate in Unit level budgeting process.

**Maintenance Planning Unit Manager (Unit Manager IV)** (7/2004-1/2007)

Responsible for management of Maintenance Planning Unit including Planners at all field locations and Maintenance Development staff in La Verne. Provide leadership to complete upgrade and implementation of maintenance management system and develop maintenance policy, process and procedures. Oversee coordination of all O&M and capital maintenance activities for all treatment teams, distribution teams, fleet teams, and support teams to meet production requirements and ensure reliability and efficiency.

**O&M Team 1 Manager** (1/2004-7/2004)

Responsible for management of operations and maintenance of the Weymouth Treatment Plant. Managed crew consisting of operators, mechanics and electricians. Planned and scheduled maintenance activities and ensured operations met capacity demands while complying with all water quality regulations. Developed annual budget including treatment chemicals, O&M labor, Capital projects and overhead.

**Control Systems Team Manager** (11/2000-1/2004)

Responsible for management of Control Systems team at Jensen Treatment Plant. Supervised crew consisting of Maintenance Mechanics and Electronic Technicians working on equipment at the treatment plant, conveyance and distribution system including service connections. Provided leadership to ensure instruments and controls met needs of operations and regulatory compliance recording. Developed maintenance processes and procedures while planning and scheduling work. Developed and maintained team budget.

**Electronic Technician II** (1991-2000)

Responsible for installation, maintenance, and repair of water treatment plant instrumentation and SCADA systems. Trained as a first responder to provide response to hazardous chemical releases and asbestos abatement. Trained in operations as both filter and plant operator. Have provided shift support in operator capacity.

**Group President: AFSCME Local 1902 Group 9** (1998-2/2000)

Represent union members in all disciplinary actions. Negotiate Memorandums of Agreement concerning terms of employment such as job duties and work schedules. Familiar with FLSA, FMLA, mandatory drug testing, ADA, general labor issues.

**Executive Secretary-Treasurer: AFSCME Local 1902** (2/2000 – 11/2000)

Oversee budget and record keeping of Local 1902. Represented union at CAT meetings, labor / management meetings, and reorganization meetings. Member of the negotiating team for the 2001-2005 contract. Represented members at all levels of the grievance process.

## **Education**

Master of Business Administration

University of La Verne, California

B.S. Business Administration

University of La Verne, California

A.A.S. Electrical Technology

State University of New York, Farmingdale

Course work in Computer Science

Chapman University, California

**Name:** Sandra Shortridge

**Address:** 13146 Crest Lake Dr

**Occupation:** Retired Mathematics Teacher, Part-time Realtor for Century 21  
Affiliated & Presently on the Lakeside Community HOA Board

**1. Tell us how long have you lived in the community?** 15 months (closed  
11/15/2019)

**2. What has your experience with the community been like so far?** Elected to the HOA board in October 2020. Also heading the ARC committee & Social Committee for now. Also was active with trying to lawncare issues for the villas prior to be on the HOA & very active now. I have been in close communication with both Leland Management (Annette Jones) & Landeavor HOA board President Shelley Kaercher.

**3. Do you currently, or have you held other board and/or committee positions in or outside of Lakeside? Please describe.** As stated above I am the resident HOA Board member presently. And have been on the Countryway HOA Board in Tampa and held a variety of positions from recreation, Vice President and President from 1994 - 2004.  
And was also on the HOA Board in the individual subdivision within Countryway, The Greens of Countryway also from 1993 - 2004.

**4. Please describe any expertise you possess which you feel would benefit our community.** I have great communication skills, organized, hardworking, punctual, & motivated. And more importantly, the willingness to learn & work well with others.

**5. In your own words, why should you be appointed to the Lakeside Community Development District Board of Supervisors?** I would be available, committed to making Lakeside a place that is beautiful, safe, unified, happy, peaceful community that we can all be proud to call home. A place where families would like to raise their children and people would like to retire.



# Sandra Shortridge

Lakeside HOA Director  
Retired Mathematics Instructor  
Realtor for Century 21 Affiliated

## Contact

 (813)244-9183  
 13146 Crest Lake Dr  
Hudson, Fl 34669  
 sandra.shortridge55@gmail.com

## Profile

Retired Active 65 year old female with a great interest in community.

## Skills

- ◆ 36yrs Mathematics Instructor for Hillsborough County School System
- ◆ 24 yrs. Licensed Realtor for Greater Tampa Assoc. Of Realtors & Hernando County Board of Realtors
- ◆ Excellent communication skills
- ◆ Working knowledge of word processing & data base software
- ◆ Organized, Hard Working & Punctual

## Experience

- ◆ Lakeside HOA Director 2020 – present
- ◆ Countryway HOA Vice Pres. 1995 – 1999
- ◆ Greens of Countryway HOA Pres. 1994 – 2010
- ◆ Mathematics Instructor – 1976 – 2012
- ◆ Greater Tampa Association of Realtors Member 1997 - present
- ◆ Hernando Board of Realty Member 2020 – present
- ◆ Civitan Member 1995 – 2004

## Hobbies

- ☺ Reading
- ☺ Swimming
- ☺ Dancing
- ☺ Volunteering
- ☺ Grandchildren
- ☺ Keeping Busy
- ☺ Church

Not Neccessarily in That Order

## Education

- ★ 1973 High School Diploma Hillsborough High School
- ★ 1974 AA Degree, Education Hillsborough Community College
- ★ 1976 BA Mathematics Degree, University of Tampa
- ★ 1997 Florida Real Estate License



## **Tab 3**

**LAKESIDE  
COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISOR  
OATH OF OFFICE**

I, \_\_\_\_\_, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF LAKESIDE COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND THE STATE OF FLORIDA.

\_\_\_\_\_  
Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA  
COUNTY OF PASCO

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, personally appeared \_\_\_\_\_  
\_\_\_\_\_ to me well known and known to me to be the person described in and who took the aforementioned oath as a Board Member of the Board of Supervisors of Lakeside Community Development District and acknowledged to and before me that they took said oath for the purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

\_\_\_\_\_  
Notary Public  
STATE OF FLORIDA

My commission expires on: \_\_\_\_\_

## Tab 4

**RESOLUTION 2021-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF LAKESIDE  
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE  
OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE  
DATE**

WHEREAS, Lakeside Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Pasco County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to designate the Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS  
OF LAKESIDE COMMUNITY DEVELOPMENT DISTRICT:**

Section 1. \_\_\_\_\_ is appointed Chairman.

Section 2. \_\_\_\_\_ is appointed Vice Chairman.

Section 3. \_\_\_\_\_ is appointed Assistant Secretary.  
\_\_\_\_\_ is appointed Assistant Secretary.  
\_\_\_\_\_ is appointed Assistant Secretary.  
Lynn Hayes is appointed Assistant Secretary.  
Matt Huber is appointed Assistant Secretary.

Section 4. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

**LAKESIDE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**CHAIRMAN/VICE CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**SECRETARY/ASST. SECRETARY**

## **Tab 5**



POOP 911 Tampa  
11721 Manistique Way  
New Port Richey Fl, 34654

February 08, 2021

## Lakeside CDD

Proposal LS 02/2021

Description of services		Date: 02/08/2021
<i>Description</i>		<b>Unit Price</b>
Pet Waste Station installation, includes Can, post, bag dispenser, and pick up after you pet sign. All stations are secured in concrete.	8 stations	\$395.95 ea. \$3167.60 total
Total installation charge onetime fee:		<b>\$3167.60</b>
		Weekly / monthly
Weekly maintenance for 8 pet waste stations: once weekly pet waste stations will be emptied and pick up bags replenished (8K bags annually) Additional pick up bags may be needed and can be purchased. Community dumpster will be used when available for weekly service.	8 @ 7.95	\$63.60/\$275.60
	Amount due Monthly	<b>\$275.60</b>

## **Tab 6**

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 11<sup>th</sup> day of February, 2021 by and between FLORIDA DESIGN CONSULTANTS, INC. (FDC), 20525 Amberfield Drive, Suite 201, Land O' Lakes, FL 34638 Phone: 727-849-7588 Fax: 727-848-3648 and Lakeside CDD c/o Rizzetta & Company, 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 ("CLIENT") on the terms and conditions listed below and Pages 2 and 3 of this Agreement for Professional Services.

Project Name: Lakeside (Traffic Calming)

FDC Project No.: TBD

FDC Agreement No.: 21-064

Name and Address of Record Owner of Property (if not CLIENT): Lakeside CDD

Legal Description of Property: Lakemont Drive and Opopka Street, per Lakeside Recorded Plat

Section 34, 35 Township 24 Range 17

Description of Services to be Performed: See Attachment "A" – Scope of Services

### I. FEE:

The fee for providing the requested service shall be: (A) ☒ (B) ☐ (C) ☐

(A) A Lump Sum Charge of See Attachment "B" – Method of Compensation

(B) A Time Charge Hourly Rates/Budget Estimate Amount of \_\_\_\_\_

(C) A Time and Material Charge utilizing current hourly rates (attached).

Note: Hourly rates outlined in this Agreement are subject to change on January 1<sup>st</sup> of each year.

In addition, the CLIENT will be responsible for out-of-pocket expenses attributable to the project, which will be charged at cost plus a 15% administrative charge. Typical out-of-pocket expenses include travel, long distance toll calls, printing and reproduction costs, permit and processing fees, costs associated with outside consultants and other similar costs.

CLIENT: **LAKESIDE CDD C/O RIZZETTA & COMPANY**

FLORIDA DESIGN CONSULTANTS, INC.

SIGNED: \_\_\_\_\_

SIGNED: 

PRINTED NAME: \_\_\_\_\_

TYPED NAME: **Alfonso A. Belluccia, P.E.**

TITLE: \_\_\_\_\_

TITLE: **Executive Vice President**

DATE: \_\_\_\_\_

DATE: **2/12/21**

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## PROVISIONS

1. **ACCEPTANCE:**

Execution of this Agreement indicates that the CLIENT understands and agrees that this document is an enforceable contract and that performance and compliance with all of its stated terms and conditions is required.

2. **PAYMENT:**

Payment for the services outlined in this Agreement will be made within thirty (30) calendar days from the invoice date for any portion of the work. If payment is not made in this manner, FDC may, in its sole discretion and upon seven days' written notice to the CLIENT, suspend performance of services under this Agreement. Unless payment in full is received by FDC within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, FDC shall have no liability to the CLIENT for delay or damage experienced by the CLIENT as a result in whole or in part of such suspension of services.

The CLIENT agrees that invoices not paid after they have been outstanding for thirty (30) calendar days shall accrue interest at 1-1/2% per month.

3. **TERMINATION:**

This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of the CLIENT to make payments to FDC in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

4. **AUTHORIZATION TO PROCEED:**

Unless stated otherwise in the Agreement, CLIENT'S execution of this Agreement will constitute authorization for FDC to proceed with the work.

5. **INDIVIDUAL LIABILITY:**

PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2019), INDIVIDUAL EMPLOYEES OR AGENTS OF FDC MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

6. **LIMITS OF LIABILITY:**

FDC's liability for damages to the CLIENT shall not exceed, to the maximum extent permitted by law, the compensation received by FDC in accordance with this Agreement. The limitations of liability apply whether liability arises due to breach of contract or warranty; tort, including negligence, statutory liability, or any other cause of action. Per paragraph 5 and as per Florida Statute §558.0035, no individual employees or agents of FDC may be held individually liable for negligence. CLIENT'S sole legal remedy for said negligence is against FDC and subject to the limitations of liability provided herein.

7. **THIRD PARTY BENEFICIARIES:**

This Agreement gives no rights, benefits, etc. to anyone other than the CLIENT and FDC and both parties agree that there are no third party beneficiaries. However, to the extent that the professional services FDC is tasked to perform are for the benefit, in whole or in part, of a third party said third party shall be bound by the limitations of liability identified in paragraphs 5 and 6 of this Agreement.

8. **APPLICABLE LAW; VENUE; ATTORNEYS' FEES AND COSTS:**

This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of this Agreement shall be instituted and maintained exclusively in the Circuit or County Courts in and for Pasco County, Florida, or the United States District Court for the Middle District of Florida. If FDC should prevail in any action against the CLIENT alleging the CLIENT'S nonperformance of this Agreement, FDC shall be entitled to recover from the CLIENT all attorneys' fees, litigation expenses, and collection costs incurred by FDC in connection with such action.

## **PROVISIONS**

**(continued)**

9. **CLIENT SUPPLIED INFORMATION:**

The CLIENT understands and agrees that unless stated otherwise within this Agreement, all information, plans, reports, data, etc. provided by the CLIENT or the CLIENT'S consultants, agents, etc. will be relied upon by FDC as being correct and accurate. FDC will not be held responsible for errors, corrections, rework, etc. that may be required as a result of FDC's reliance upon these documents.

10. **SEVERABILITY AND SURVIVAL:**

In the event that any provisions of this Agreement are found to be invalid, illegal or unenforceable, the enforceability of all remaining provisions shall not be thereby impaired. Termination of this Agreement, regardless of the cause, shall have no effect on the individual or corporate limitations of liabilities outlined in this Agreement.

11. **OWNERSHIP OF DOCUMENTS (REVISED):**

Any plans, reports or other documents prepared by FDC as a result of this Agreement are the property of the CLIENT and FDC. The CLIENT has a right to any originals or copies of any documents by paying the appropriate copying costs.

12. **ASSIGNABILITY:**

This Agreement is not assignable by the CLIENT without the written authorization of FDC.

13. **MERGER:**

This Agreement is the final negotiated Agreement between FDC and CLIENT and it supersedes and replaces any and all prior oral or written Agreements. This Agreement may only be modified in writing signed by the parties.

**ATTACHMENT "A" – SCOPE OF SERVICES  
LAKESIDE (TRAFFIC CALMING)  
FDC PROPOSAL #21-064**

**I. DESIGN**

Lakeside CDD has requested that FDC design traffic calming devices at the following three locations:

1. Add Rumble Strips at the Opopka Street inbound lane just south of Hudson Ave.
2. Add Rumble Strips at the Lakemont Drive inbound lane just south of Hudson Ave.
3. Add crosswalk on Lakemont Drive south of Newport Shores Drive. Add speed humps on the north and south bound approaches to the new crosswalk.

**II. PERMITTING**

Conduct a pre-application meeting with Pasco County to determine the permitting process. Submit the appropriate application and plans to Pasco County for review and approval. Respond to one round of agency request for additional information.

**III. CONSTRUCTION ADMINISTRATION**

Assist the Client during construction with contractor RFIs, review of shop drawings and review of final work product for conformance with the approved plans.

**EXCLUDED SERVICES**

- Traffic Studies
- Surveys
- Neighborhood Noticing
- Pavement Rework or Brick Pavers
- Bidding of Final Plans
- Traffic Calming for other roads

**ATTACHMENT "B" – METHOD OF COMPENSATION  
LAKESIDE (TRAFFIC CALMING)  
FDC PROPOSAL #21-064**

**METHOD OF COMPENSATION**

**Lump Sum Fee**

The Client agrees to compensate the Consultant for the professional services called for under Attachment "A" to this Agreement at the Lump Sum Fee as specified below.

<b><u>Services</u></b>	<b><u>Lump Sum Fee</u></b>
<b>I. DESIGN.....</b>	<b>\$ 2,900</b>
<b>II. PERMITTING .....</b>	<b>\$ 3,200</b>
<b>III. CONSTRUCTION ADMINISTRATION.....</b>	<b>\$ 700</b>
<b>TOTAL LUMP SUM FEE.....</b>	<b>\$ 6,800</b>

## **Tab 7**

## COOK PORTABLE WAREHOUSES ORDER FORM

## GENERAL AND DEALER INFORMATION

DATE: 09 Feb 2021

BUSINESS NAME: GOLDEN ARROW ENT.

DEALER PHONE #: 813-929-9522

TIME: \_\_\_\_\_

SALES PERSON: JERRY EVANS

DEALER FAX #: 813-929-9590

ACCOUNT: \_\_\_\_\_  
(OFFICE USE ONLY)

DEALER LOCATION: SPRING HILL, FL 34610

DEALER NUMBER: 230401

## BUILDING INFORMATION

UTILITY GARAGE 12x20

MODEL #

To Be Built (TBB)

UNIT #

USE DIAGRAM BELOW TO SHOW OPTION PLACEMENT. IF UNABLE TO LEGIBLY SHOW OPTION PLACEMENT, YOU WILL BE ASKED TO PROVIDE A DRAWING ON A SEPARATE SHEET OF PAPER.

BACK

LEFT

NO  
WINDOW

RIGHT

G

FRONT

STANDARD CABIN

STYLE	SIZE
BARN	X
LOFTED BARN	X
UTILITY	X
LOFTED UTILITY	X
GARAGE UTILITY	12 x 20
GARAGE LOFT BARN	X
GARAGE LOFT UTILITY	X
HANDYMAN BARN	X
HANDYMAN UTILITY	X
GARDEN SHED	X
TOOL SHED	X
SLIM SHED	X
STANDARD CABIN	X

SHINGLE ROOF COLOR	
HARVEST GOLD	
RUSTIC BLACK	
NATURAL TIMBER	X
PAINTED DESERT	

METAL ROOF COLOR	

SIDING STYLE	
SMART SIDE	X
LAP SIDE	

CASH	X
RTO	

LOCATION OF BUILDING:	
SIDING COLOR	TRIM COLOR
WHITE <input type="checkbox"/>	WHITE <input checked="" type="checkbox"/>
TAN <input checked="" type="checkbox"/>	TAN <input type="checkbox"/>
CEDAR <input type="checkbox"/>	CEDAR <input type="checkbox"/>
GRAY <input type="checkbox"/>	GRAY <input type="checkbox"/>
BROWN <input type="checkbox"/>	BROWN <input type="checkbox"/>
RED <input type="checkbox"/>	RED <input type="checkbox"/>
GREEN <input type="checkbox"/>	GREEN <input type="checkbox"/>
OTHER <input type="checkbox"/>	OTHER <input type="checkbox"/>

NEW	X
PRE-OWNED	

KEY CODE FOR OPTION PLACEMENT: D = SINGLE DOOR DD = DOUBLE DOOR S = STEEL DOOR F = FRAMEOUT G = GARAGE DOOR W = WINDOW

OPTION PLACEMENT AND MISCELLANEOUS DESCRIPTION(S): Utility Garage with no window and the single door to begin 3' from Back Right corner. NOTE: The "Delivery Address" is different than the billing address.

## CUSTOMER INFORMATION

NOTE: PRIMARY CUSTOMER MUST BE PRESENT FOR DELIVERY OF BUILDING TO SIGN THE OFFICIAL CONTRACT PAPERWORK AND TO APPROVE PLACEMENT OF BUILDING. IN THE EVENT THE PRIMARY CAN NOT BE AVAILABLE, HE/SHE CAN AUTHORIZE A SECONDARY CLIENT TO ACT ON BEHALF OF THE PRIMARY CLIENT IN THEIR ABSENCE.

## Lakeside Community Development District

CUSTOMER NAME (PRIMARY)  
(BEST)HOME WORK CELL ☐ 813-933-5571 (Attn: Lynn Hayes)

(BACKUP)

HOME WORK CELL ☐

SOCIAL SECURITY NUMBER N/A

(RTO ORDERS ONLY)

DATE OF BIRTH N/A

(RTO ORDERS ONLY)

DRIVER'S LICENSE NUMBER N/A

MUST HAVE COPY OF DL ON ALL RTO ORDERS

E-MAIL ADDRESS lhayes@rizzetta.com

12750 Citrus Park Lane, Ste 115

MAILING ADDRESS

Tampa, FL 33625 (Hillsborough)

CITY STATE ZIP COUNTY

13739 Lakemont Dr.,

Hudson,

FL

34669 (Pasco)

(DELIVERY ADDRESS IF DIFFERENT)

STREET

CITY

STATE

ZIP

COUNTY

CUSTOMER NAME (SECONDARY)  
(BEST)HOME WORK CELL ☐

(BACKUP)

HOME WORK CELL ☐

SOCIAL SECURITY NUMBER

(RTO ORDERS ONLY)

DATE OF BIRTH

(RTO ORDERS ONLY)

DRIVER'S LICENSE NUMBER

MUST HAVE COPY OF DL ON ALL RTO ORDERS

E-MAIL ADDRESS

MAILING ADDRESS

CITY STATE ZIP COUNTY

\*\*\*ALL TWELVE FOOT WIDE BUILDINGS ARE MEASURED FROM EAVE TO EAVE\*\*\*

# FINANCIAL INFORMATION

CASH PRICE

RTO PRICE

36 MO

48 MO

60 MO

LIST PRICE \$ 6,325.00

LIST PRICE

SECURITY DEPOSIT\*

SERIAL NUMBER

SERIAL NUMBER

(-) SPECIAL 1/2 OFF DISCOUNT DURING PROMOTIONAL PERIOD:

DISCOUNT

DISCOUNT

PRE-OWNED

PRE-OWNED

DISCOUNT

DISCOUNT

OTHER DISCOUNT

OTHER DISCOUNT

TOTAL SECURITY DEPOSIT:

OPTIONS TOTAL

OPTIONS TOTAL

TOTAL DUE FOR DELIVERY

SUBTOTAL \$ 6,325.00

SUBTOTAL

TAX % TAX EXEMPT

OPTIONAL DOWN PAYMENT

TAX ON DOWN PAYMENT

SERVICE FEES

DELIVERY FEE

MONTHLY RENT

TAX ON DELIVERY/ SERVICE

MONTHLY SALES TAX/USE FEE

TOTAL DUE \$ 6,325.00

TOTAL MONTHLY PAYMENT

OPTIONS TOTAL:

\*\*\*Cook Sales has the right to retain the security deposit on buildings with options in the case of a cancellation after construction begins or delivery has been attempted.\*\*\*

(This is included in the trade-up & Optional Down Payment)

(CIRCLE ONE)

CASH

CHECK X

REFERENCE NUMBER

AMOUNT RECEIVED BY DEALER \$ 6,325.00

MONEY ORDER

CREDIT/DEBIT CARD VISA/MASTERCARD/DISCOVER FOR DEPOSIT ONLY

\*\*\*ALL FORMS OF PAYMENT MUST BE MADE PAYABLE TO: COOK PORTABLE WAREHOUSES\*\*\* ATTACH COPY OF CHECK OR MONEY ORDER WHEN FAXING THE ORDER\*\*\*

\*\*\*CREDIT CARD PAYMENTS ARE SUBJECT TO A 3% + TAX FEE EXCLUDING SECURITY DEPOSITS\*\*\*

## DIRECTIONS FROM SALES LOT TO DELIVERY ADDRESS

Take US Hwy 41 south (L) to SR52 west (R) to Hayes Rd north (R) to Hudson Ave west (L) to Lakemont Dr south (L) to property (13739) on right.

## DELIVERY DETAILS

HOW TO LOAD THE DOORS?

TOWARDS THE CAB

X

BACK OF THE TRAILER

DRIVERS SIDE

PASSENGERS SIDE

FOR DELIVERY STATUS, LOG ON TO [COOKPORTABLEWAREHOUSES.COM](http://COOKPORTABLEWAREHOUSES.COM)

ALL WEATHER DELIVERY?

YES, HARD SURFACE

X

NO, SOFT GROUND

\*\*\*ALL TWELVE FOOT WIDE BUILDINGS ARE MEASURED FROM EAVE TO EAVE\*\*\*

FOR CUSTOMER Lakeside Community Development District  
(PLEASE PRINT NAME)

### Delivery Procedures

Normal delivery time is approximately working days (weather permitting) from the date the order is processed by our Corporate Office for "inventory" (located on the lot) buildings. A site check may extend this delivery window.

**All deliveries are scheduled through the corporate office.**

**Dealers are not involved in the scheduling process.**

**PLEASE NOTE THAT DELIVERY DRIVERS HAVE A (229) AREA CODE and DISPATCHER IS (618)**

**All customers are called by Cook at least 2 days prior to delivery** to set up a delivery date and time, and to ensure that you will be there to accept delivery of your building and to sign the lease or sales agreement. Should Cook Portable Warehouses leave a message, you must contact our dispatch department by calling our toll free number **866-793-4089** to confirm delivery arrangements. The delivery driver will contact you the day of delivery to verify ground conditions and that you are present and ready for delivery.

**You can contact the Dispatcher (Josh Barton) directly at (618) 614-7002 or 7242**

It is important that the person completing and signing this order form also be the person **present at the time of delivery** to sign remaining paperwork and accept delivery. If for some reason this is not possible, someone must be added to the paperwork that will be financially accountable or other arrangements must be made to obtain signatures on paperwork prior to the scheduled delivery date.

### Delivery Location

There must be **clear access** to the delivery location. The area must be clear of trees, overhead wires, ditches, etc... with enough room for a truck and 30 foot trailer to maneuver. **A height and width of 14 feet is required.**

Will the driver need to cross property other than that owned by the customer? Yes \_\_\_\_\_ or No X \_\_\_\_\_. If the delivery driver will need to **cross property** other than that which is owned by the customer, the adjoining property owner must sign a release form before delivery can be scheduled.

Does the customer **own or rent** the property? Own X Rent \_\_\_\_\_. If the building is to be placed on property that is owned by someone other than the customer, the **property owner must sign a Release Form** before delivery can be scheduled.

If there is a **fence or other obstruction** that will interfere with delivery of the buildings, the customer is responsible for removing such obstruction prior to delivery and replacing after delivery.

If the building will need to be brought through a **gate** for delivery, the gate must generally be at least two (2) feet wider than the width of the building to be delivered.

**Any required permits or anchoring necessary to comply with state or local ordinances or regulations are the sole responsibility of the customer and should be arranged prior to delivery. Plans for permitting can be found online at: <http://cookstuff.com/building-plans-for-permits/>**

All customers must release Cook Portable Warehouses from claims of **damages to property** during delivery, including but not limited to damages to shrubbery, trees, lawn, fences, driveways, septic, water housings, etc.

### Leveling Your Building

Our **FREE** delivery includes proper leveling of your building to ensure doors and windows function properly. Cook delivery personnel will place your building on level ground and adjust height to a **maximum of 12 inches (12") by utilizing Cook provided wood shims** to ensure proper leveling.

Should it be preferred to have the building placed entirely on blocks, the customer may provide solid concrete blocks to be placed around the perimeter of the building every 4-6 feet at a cost of \$50 (+ tax). For the safety of our drivers and customers, the interior skids will not be blocked, nor will the building be placed higher than 12 inches. The Cook Portable Warehouses engineer suggests 4"x6"x16" blocks.

Buildings **over 24 feet in length** will not be blocked. Delivery location for buildings over 24 feet long must be on level ground, gravel, or concrete pad. Therefore, any required site preparation must be made prior to delivery.

Cook delivery personnel will only level your building once. **If your building loses level** due to settling or other ground conditions, you may call the Corporate Office and we will assist you by providing you with instructions and some helpful hints on how to properly level your building.



### Delivery and Other Charges

Once your order has been received and processed by the Cook Corporate Office, any change to or cancellation of your building may result in the forfeiture of all or a portion of your security deposit.

The normal delivery time necessary to properly place and level a building is well under sixty (60) minutes. Any conditions causing this time to extend beyond 60 minutes will result in an additional charge of \$40.00 per hour.

If delivery is unsuccessful due to inaccurate information or conditions which conflict with the terms as agreed to on the order form, an attempted delivery fee will be assessed. The attempted delivery fee is equal to the security deposit amount (excluding any additional security deposits collected for options).

Buildings will not be delivered without the express consent of the customer. In the event that the delivery vehicle becomes stuck, the customer agrees to pay any and all associated costs, including, but not limited to, tow truck fees.

Cook Portable Warehouses offers standard FREE delivery up to 50 miles from the closest Cook sales lot on every building sold (TBB) from the plant. Buildings sold and delivered directly from the Sales Lot receive FREE delivery up to 50 miles from the Sales Lot. Any delivery over 50 miles must have approval by the Fleet Department and will be an additional \$3/mile charge calculated by the Corporate Office.

### Lease to Own Program

Each monthly payment is due on the last day of every month.

Your lease will provide you with an "Option To Purchase" (OTP) the leased portable storage building. A portion of all previously made rental payments (excluding taxes, fees and other charges) will be applied toward the purchase price.

55% of all previously made rental payments on a 36-month lease & 50% of all previously made rental payments on a 48-month lease. Depending on when the OTP is exercised, up to 45% of all previously made rental payments (excluding taxes, fees and other charges) will be applied toward the purchase price on a 60-month lease.

If the building is delivered between the 1st and the 15th of the month, the first monthly rental payment is due by the last day of that same month. If the building is delivered between the 16th and the last day of the month, the first monthly payment is due by the last day of the following month. Customers can expect a coupon book to arrive in the mail approximately two (2) weeks after the date of delivery.

A late fee of \$35.00 is assessed for each payment not received in our office within five (5) days of its due date.

### Lifetime Warranty

Cook Portable Warehouses uses the highest quality treated wood within the construction of our buildings. All exposed wood surfaces have been treated to prevent structural damage caused by termites and fungal decay which enables Cook to extend a limited lifetime warranty on every building. Simply stated, if the treated components in your Cook Portable Warehouse are ever damaged by termites or fungal decay, we will replace the damaged components free of charge. Furthermore, every new and pre-owned Cook Portable Warehouse comes with a 5-year labor and materials warranty which covers defects in workmanship and materials during the first five years of ownership (normal wear and tear and acts of God excluded).

### Customer Signature

I have read and understand all 4 pages of this order and have reviewed the diagram on page 1 for correct placement of all options including door(s) and window(s). I also verify that I have received a copy of this order form which explains the policies and procedures of ordering a building from Cook Portable Warehouses.

Any errors, pricing or otherwise, will be corrected and communicated to me by the Cook Corporate Office when processing the order.

\*\*\*ALL FORMS OF PAYMENT MUST BE MADE PAYABLE TO: **COOK PORTABLE WAREHOUSES**\*\*\*

\*\*\*ATTACH A COPY OF CHECK OR MONEY ORDER WHEN FAXING ORDER\*\*\*

Date     X    

Print Name Lakeside Community Development District

Customer Signature     X    

Date                     

Dealer     230401    

\*\*\*ALL TWELVE FOOT WIDE BUILDINGS ARE MEASURED FROM EAVE TO EAVE\*\*\*

# SIDING

Grey

Tan

Brown

Cedar

Red

Green

White



## Tab 8









**THERMOPLASTIC UTILITY BOX**

www.rhox.com





Yamaha Drive Available Cushion Colors

Yamaha Drive Available Cushion Colors

Dark Blue  
Black & White

Dark Blue  
Black & White

Dark Blue  
Black & White

Dark Blue  
Black & White



THERMOPLASTIC UTILITY BOX

www.rhox.com



Good Guys Golf Carts

19313 N. US Highway 41  
Lutz, FL 33549

# Estimate

Date	Estimate #
2/10/2021	2056

Name / Address
Lynn Hayes- Lakeside CDD

			Project
Description	Qty	Cost	Total
2018 White Yamaha Drive 2 Electric 48v 2 Pass Utility Bed HI/TI 1Yr B-B Warranty Sales Tax		5,995.00	5,995.00T
		0.00%	0.00
		<b>Total</b>	\$5,995.00

Customer Signature \_\_\_\_\_





Showroom

TXT-48  
EZGO





## GOLF CARS OF TAMPA BAY, INC.

4134 Land O Lakes Blvd.  
 LAND O LAKES, FL 34639  
 Phone (813) 996-6500  
 Fax (813) 996-6506

cell - 727-409-5399

Lynn Hayes - Lhayes@rizzetta.com

CUSTOMER'S ORDER NO.		PHONE	DATE
		713-994-1001	2/10/21
NAME Lakeside CDD			
ADDRESS			
CITY		STATE	ZIP
DELIVERY DATE		SERIAL #	
QTY.	DESCRIPTION	PRICE	AMOUNT
1	2018 EZGO 48v txt - 2 pass cart		
	- Add Cargo Box		\$5,250.00
	- Add Basic Light Kit		
	- Add Rear view mirror		
	* 1 yr Warranty *		
	EPA BATTERIES	\$ 1.50	
	EPA TIRES	\$1.00	
	SUB TOTAL		5,250.00
	TAX		EXEMPT
	TOTAL		5,250.00
	DEPOSIT		
RECEIVED BY		BALANCE DUE \$5,250.00	

please  
 provide  
 tax exempt  
 certificate

82429

All claims and returned goods  
 MUST be accompanied by this bill.

Thank You



Discovery Golf Cars  
 3904 Land O' Lakes Blvd US41  
 Land O' Lakes, FL 34639

Phone: 813-996-5522  
 Fax: 813-996-1204  
 golfcardepot@hotmail.com  
 golfcardepot.com

# QUOTE

**Date** 2/10/2021  
**Estimate #** 10509

## Name / Address

Rizzetta & Company  
 Lynn Hayes

<b>P.O. #</b>	Rep
	SA

Customer Phone	Customer E-mail
813-994-1001	lhayes@rizzetta.com

Item	Description	Qty	Rate	Total
	---Lakeside CDD - Hudson, FL---			
Golf Cart	Brand New 2021 Cushman Hauler PRO 72v (1 year warranty) Trojan Batteries (18 month battery warranty) Brush Guard Manual Dump Bed Head Lights Rear View Mirror Short Top Split Windshield Charger Delivery	1	10,595.00	10,595.00T
FLSWF-TIRE	FL Solid Waste Fee New Tires	4	1.00	4.00T
FLSWF-BATT...	Florida Solid Waste Fee New Battery	6	1.50	9.00T

**Subtotal**

**Sales Tax (0.0%)**

**Total**

Discovery Golf Cars  
 3904 Land O' Lakes Blvd US41  
 Land O' Lakes, FL 34639

Phone: 813-996-5522  
 Fax: 813-996-1204  
 golfcardepot@hotmail.com  
 golfcardepot.com

# QUOTE

**Date** 2/10/2021  
**Estimate #** 10509

## Name / Address

Rizzetta & Company  
 Lynn Hayes

Customer Phone	Customer E-mail
813-994-1001	lhayes@rizzetta.com

P.O. #	Rep
	SA

Item	Description	Qty	Rate	Total
	---Lakeside CDD - Hudson, FL---			
Golf Cart	Refurbished 2017 Cushman Hauler Pro 72v (1 year warranty)	1	6,195.00	6,195.00T
	New Trojan Batteries (18 month battery warranty)			
	Manual Dump Bed			
	Head Lights			
	Rear View Mirror			
	Short Top			
	Split Windshield			
	Charger			
	Delivery			
FLSWF-TIRE	FL Solid Waste Fee New Tires	4	1.00	4.00T
FLSWF-BATT...	Florida Solid Waste Fee New Battery	6	1.50	9.00T

**Subtotal**

**Sales Tax (0.0%)**

**Total**



Discovery Golf Cars  
3904 Land O' Lakes Blvd US41  
Land O' Lakes, FL 34639

Phone: 813-996-5522  
Fax: 813-996-1204  
golfcardepot@hotmail.com  
golfcardepot.com

# QUOTE

**Date** 2/10/2021  
**Estimate #** 10509

## Name / Address

Rizzetta & Company  
Lynn Hayes

Customer Phone	Customer E-mail
813-994-1001	lhayes@rizzetta.com

P.O. #	Rep
	SA

Item	Description	Qty	Rate	Total
	---Lakeside CDD - Hudson, FL---			
Golf Cart	Brand New 2021 EZGO TXT 48v (3 year warranty)	1	8,495.00	8,495.00T
	New Trojan Batteries (18 month battery warranty)			
	Steel Cargo Box with Folding Gate			
	Head and Tail Lights			
	Side Mirrors			
	Short Top			
	Split Windshield			
	Charger			
	Delivery			
FLSWF-TIRE	FL Solid Waste Fee New Tires	4	1.00	4.00T
FLSWF-BATT...	Florida Solid Waste Fee New Battery	6	1.50	9.00T
	Tax Exempt When Tax Exempt Paperwork Is Submitted			

<b>Subtotal</b>	\$25,324.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$25,324.00

This quote is valid for 30 days.

## Tab 9

## Proposal for Extra Work at Lakeside CDD

Property Name	Lakeside CDD	Contact	Lynn Hayes
Property Address	13540 Niti Drive Hudson, FL 34669	To	Lakeside CDD
		Billing Address	CO Rizzetta Co Inc 12750 Citrus Park Ln Ste 115 Tampa, FL 33625

Project Name Create space for new bike stations 2/10/2021

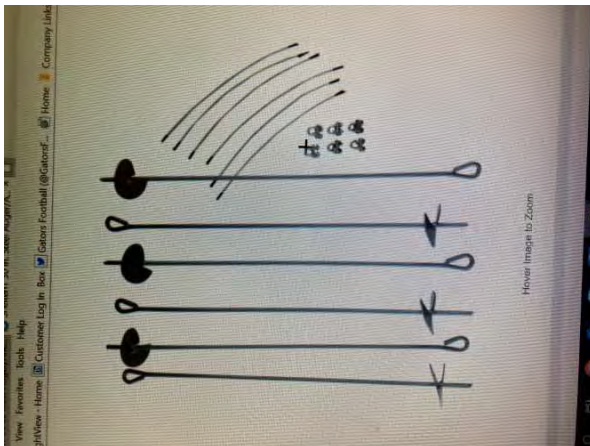
Project Description Enhancements remove sod, add new pine bark mulch, and install 2 steel anchors in (3) locations

### Scope of Work

QTY	UoM/Size	Material/Description
4.00	HOURL	Removal/Disposal by creating (3) new space for bike stations this will include capping off irrigation heads if found in locations
26.00	BAG	Mulch Installed (3cf Bag) - Pine Bark Nuggets - MINI
6.00	LUMP SUM	Install 2 steel anchors per bike rack

### Images

IMG\_0183



For internal use only

SO# 7436373  
JOB# 342200184  
Service Line 130

**Total Price** \$1,004.37

### THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.  
26642 Wild Fern Circle, Lutz, FL 33559 ph. (813) 994-2309 fax (813) 973-3293



## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law; and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

### Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

### Customer

#### Property Manager

Signature

Title

Lynn Hayes

February 11, 2021

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

#### Account Manager Exterior

Signature

Title

Roy Harris

February 11, 2021

Printed Name

Date

Job #: 342200184

Proposed Price: \$1,004.37

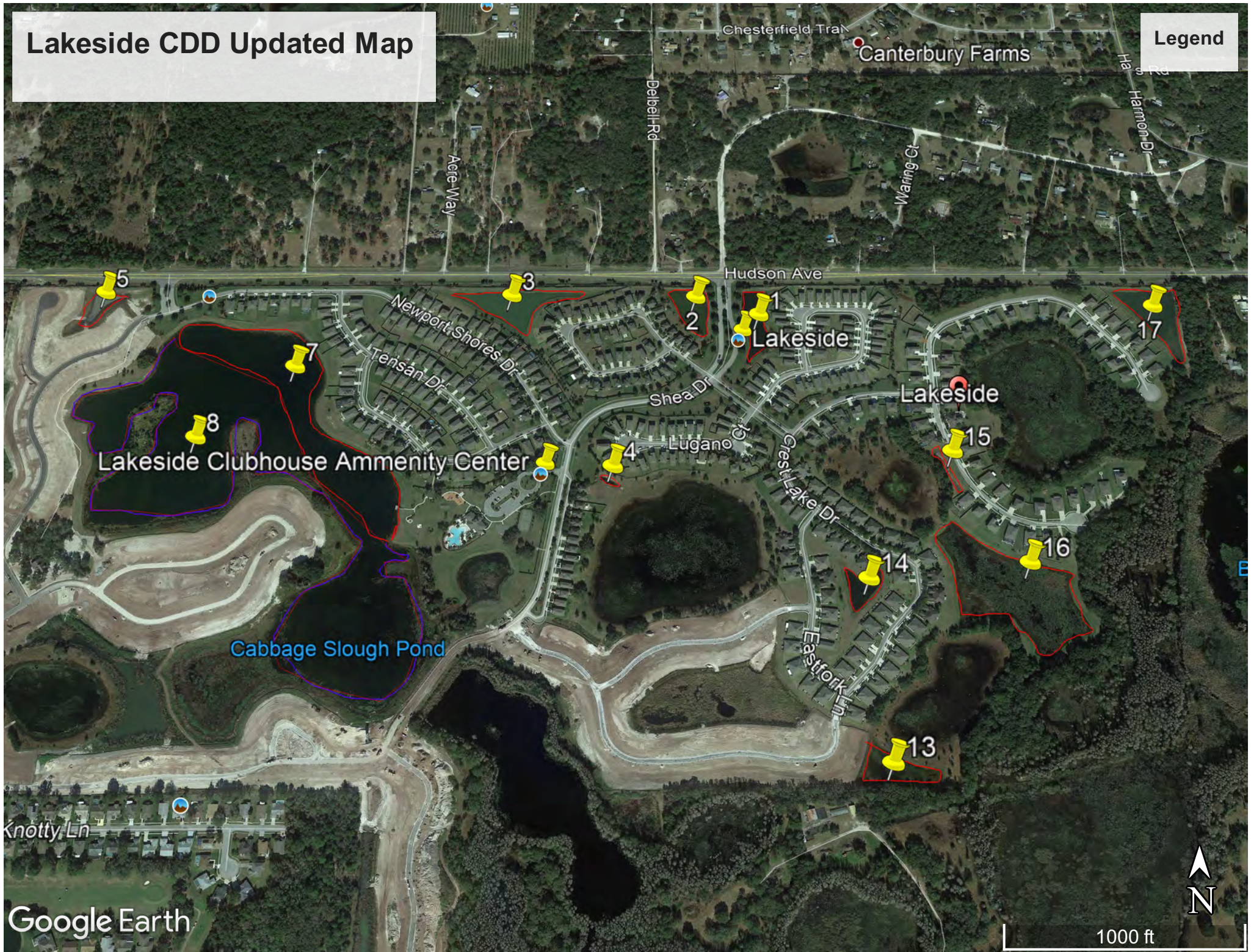
SO # 7436373

## **Tab 10**



# Lakeside CDD Updated Map

Legend







**Aquagenix**  
A DBI SERVICES COMPANY

MANAGING YOUR ENVIRONMENTAL NEEDS

## **Initial Treatment and Cutback**

### **Pond #6**

Cut back excess vegetation by mechanical means from top of bank to water's edge, cut back excess vegetation in water to surface of water and complete an initial treatment of appropriate material to bring vegetation to a manageable level. \$2890.00

### **Pond #8**

Cut back excess vegetation by mechanical means from top of bank to water's edge, cut back excess vegetation in water to surface of water and complete an initial treatment of appropriate material to bring vegetation to a manageable level. \$4235.00

### **Pond #9**

Cut back excess vegetation by mechanical means from top of bank to water's edge, cut back excess vegetation in water to surface of water and complete an initial treatment of appropriate material to bring vegetation to a manageable level. \$2890.00

### **Pond #10**

Cut back excess vegetation by mechanical means from top of bank to water's edge, cut back excess vegetation in water to surface of water and complete an initial treatment of appropriate material to bring vegetation to a manageable level. \$2890.00

### **Pond #11**

Cut back excess vegetation by mechanical means from top of bank to water's edge, cut back excess vegetation in water to surface of water and complete an initial treatment of appropriate material to bring vegetation to a manageable level. \$1445.00

### **Pond #12**

Cut back cattails to top of water. Top of water will be established as the water level at time cutback starts. We will complete an initial treatment and a follow up treatment of the cattails to bring cattail population down to a minimal level that can be managed with routine monthly treating. \$10975.00

### **BRANCH OFFICE**

5539 River Gulf Rd | Port Richey, FL 34668 | Phone 813.627.8710 | Fax 727.264.8893

[www.aquageniaquatics.com](http://www.aquageniaquatics.com)



**Aquagenix**  
A DBI SERVICES COMPANY

MANAGING YOUR ENVIRONMENTAL NEEDS

## **Contract Addendum**

This Addendum modifies the current agreement between Aquagenix and Lakeside CDD. All the standards of the original agreement apply to this addendum. With the signed authorization, Aquagenix will provide the following:

Scope of Work: Adding six water ways to current contract. Per the Master Pond Plan the following ponds will be added: Pond #6, #8, #9, #10, #11, and #12. The total acreage to be added is 13 +/- acers

Visit Schedule: Six ponds will be done during regular monthly visit

The Total annual contract amount prior to this addendum was: \$10,500.00

The addendum will add an additional yearly amount of: \$6,300.00

The new annual amount of contract and addendum will be: \$16,800.00

The new monthly invoiced amount will be: \$1400.00

### **BRANCH OFFICE**

5539 River Gulf Rd | Port Richey, FL 34668 | Phone 813.627.8710 | Fax 727.264.8893

[www.aquageniaquatics.com](http://www.aquageniaquatics.com)

name: Kirk Wagner  
email: kirk.wagner@dbiservices.com  
phone: 813.627.8710  
company: Aquagenix Tampa

report group: Lakeside CDD  
title: Adding in 6 ponds  
created: 2/17/21, 10:39 AM  
modified: 2/17/21, 2:42 PM  
item count: 18

(1)



created: 2/17/21, 10:49 AM

modified: 2/17/21, 2:04 PM

taken by app: No

group: Lakeside Pond 6

description: Current condition: The above picture is typical of the current overgrown condition of this pond. Generally speaking most of this plant material is obnoxious or invasive plant material that needs to be cut down and treated. There are some beneficial plants that will need to be tagged for keeping.

**Recommendations:** Cut down overgrown vegetation leaving beneficial plant material and treat overgrowth with appropriate chemicals to ensure successful management of the obnoxious and invasive plant

Cut back vegetation overgrowth from top of bank to waters edge, cut back of vegetation overgrowth in water to surface of water and complete and an initial treatment of cut vegetation on the bank and in the water. \$2890

**name:** Kirk Wagner  
**email:** kirk.wagner@dbiservices.com  
**phone:** 813.627.8710  
**company:** Aquagenix Tampa

**report group:** Lakeside CDD  
**title:** Adding in 6 ponds  
**created:** 2/17/21, 10:39 AM  
**modified:** 2/17/21, 2:42 PM  
**item count:** 18

---

(2)



**created:** 2/17/21, 10:57 AM  
**modified:** 2/17/21, 10:57 AM  
**taken by app:** No  
**group:** Lakeside Pond 6

---



**name:** Kirk Wagner  
**email:** kirk.wagner@dbiservices.com  
**phone:** 813.627.8710  
**company:** Aquagenix Tampa

**report group:** Lakeside CDD  
**title:** Adding in 6 ponds  
**created:** 2/17/21, 10:39 AM  
**modified:** 2/17/21, 2:42 PM  
**item count:** 18

(3)



**created:** 2/17/21, 10:58 AM  
**modified:** 2/17/21, 10:58 AM  
**taken by app:** No  
**group:** Lakeside Pond 6



**name:** Kirk Wagner  
**email:** kirk.wagner@dbiservices.com  
**phone:** 813.627.8710  
**company:** Aquagenix Tampa

**report group:** Lakeside CDD  
**title:** Adding in 6 ponds  
**created:** 2/17/21, 10:39 AM  
**modified:** 2/17/21, 2:42 PM  
**item count:** 18

---

(4)



**created:** 2/17/21, 10:58 AM  
**modified:** 2/17/21, 10:58 AM  
**taken by app:** No  
**group:** Lakeside Pond 6

---

**name:** Kirk Wagner  
**email:** kirk.wagner@dbiservices.com  
**phone:** 813.627.8710  
**company:** Aquagenix Tampa

**report group:** Lakeside CDD  
**title:** Adding in 6 ponds  
**created:** 2/17/21, 10:39 AM  
**modified:** 2/17/21, 2:42 PM  
**item count:** 18

(5)



**created:** 2/17/21, 11:03 AM

**modified:** 2/17/21, 2:42 PM

**taken by app:** No

**group:** Lakeside Pond 8

**description:** Current condition: As with pond six there is severe overgrowth of obnoxious and invasive plant material along the shoreline and a severe population of cattails along the backside of the pond. There is beneficial plant material along the shoreline that will need to be saved to ensure minimal to no shoreline erosion.

**Recommendations:** Cut down obnoxious and invasive plant material as well as the cat tails. Begin treatment of the Shoreline vegetation for management of the invasive and obnoxious plant material with appropriate treatment. Also begin treating water area to maintain vegetation within water at manageable levels

Cut back vegetation overgrowth from top of bank to waters edge, cut back of vegetation overgrowth in water to surface of water and complete and an initial treatment of cut vegetation on the bank and in the water. \$4235



**name:** Kirk Wagner  
**email:** kirk.wagner@dbiservices.com  
**phone:** 813.627.8710  
**company:** Aquagenix Tampa

**report group:** Lakeside CDD  
**title:** Adding in 6 ponds  
**created:** 2/17/21, 10:39 AM  
**modified:** 2/17/21, 2:42 PM  
**item count:** 18

(6)



**created:** 2/17/21, 11:03 AM  
**modified:** 2/17/21, 11:03 AM  
**taken by app:** No  
**group:** Lakeside Pond 8

**name:** Kirk Wagner  
**email:** kirk.wagner@dbiservices.com  
**phone:** 813.627.8710  
**company:** Aquagenix Tampa

**report group:** Lakeside CDD  
**title:** Adding in 6 ponds  
**created:** 2/17/21, 10:39 AM  
**modified:** 2/17/21, 2:42 PM  
**item count:** 18

(7)



**created:** 2/17/21, 11:52 AM  
**modified:** 2/17/21, 11:52 AM  
**taken by app:** No  
**group:** Lakeside Pond 8



**name:** Kirk Wagner  
**email:** kirk.wagner@dbiservices.com  
**phone:** 813.627.8710  
**company:** Aquagenix Tampa

**report group:** Lakeside CDD  
**title:** Adding in 6 ponds  
**created:** 2/17/21, 10:39 AM  
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**item count:** 18

---

(8)



**created:** 2/17/21, 11:53 AM  
**modified:** 2/17/21, 11:53 AM  
**taken by app:** No  
**group:** Lakeside Pond 8

---

**name:** Kirk Wagner  
**email:** kirk.wagner@dbiservices.com  
**phone:** 813.627.8710  
**company:** Aquagenix Tampa

**report group:** Lakeside CDD  
**title:** Adding in 6 ponds  
**created:** 2/17/21, 10:39 AM  
**modified:** 2/17/21, 2:42 PM  
**item count:** 18

(9)



**created:** 2/17/21, 11:56 AM

**modified:** 2/17/21, 2:11 PM

**taken by app:** No

**group:** Lakeside Pond 9

**description:** Current condition: As with pond six and pond eight tremendous growth of obnoxious and invasive plant material that is covering 100% of the retention area. There are some beneficial plant material in the retention area that would need to be flagged for safekeeping.

**Recommendations:** Recommend to have overgrowth cut down and treatment with appropriate material to bring plant material into manageable levels. Also recommend begin treatment of waterway to maintain plant growth within the water to bring vegetation to a manageable level.

Cut back vegetation overgrowth from top of bank to waters edge, cut back of vegetation overgrowth in water to surface of water and complete and an initial treatment of cut vegetation on the bank and in the water. \$2890



**name:** Kirk Wagner  
**email:** kirk.wagner@dbiservices.com  
**phone:** 813.627.8710  
**company:** Aquagenix Tampa

**report group:** Lakeside CDD  
**title:** Adding in 6 ponds  
**created:** 2/17/21, 10:39 AM  
**modified:** 2/17/21, 2:42 PM  
**item count:** 18

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(10)



**created:** 2/17/21, 11:57 AM  
**modified:** 2/17/21, 11:57 AM  
**taken by app:** No  
**group:** Lakeside Pond 9

---

**name:** Kirk Wagner  
**email:** kirk.wagner@dbiservices.com  
**phone:** 813.627.8710  
**company:** Aquagenix Tampa

**report group:** Lakeside CDD  
**title:** Adding in 6 ponds  
**created:** 2/17/21, 10:39 AM  
**modified:** 2/17/21, 2:42 PM  
**item count:** 18

(11)



**created:** 2/17/21, 11:57 AM  
**modified:** 2/17/21, 11:57 AM  
**taken by app:** No  
**group:** Lakeside Pond 9



**name:** Kirk Wagner  
**email:** kirk.wagner@dbiservices.com  
**phone:** 813.627.8710  
**company:** Aquagenix Tampa

**report group:** Lakeside CDD  
**title:** Adding in 6 ponds  
**created:** 2/17/21, 10:39 AM  
**modified:** 2/17/21, 2:42 PM  
**item count:** 18

(12)



**created:** 2/17/21, 2:32 PM

**modified:** 2/17/21, 2:33 PM

**taken by app:** No

**group:** Lakeside Pond 10

**description:** Current condition: this pond has excess growth vegetation on the bank along homeowners as well as excessive growth of Spatterdock and Kent tales in the water.

**Recommendations:** Recommend to cut back excess growth of agitation a long homeowners side of Pond in approximately 1/3 to 1/2 of the way back on each side and spray with appropriate material to bring excess growth to manageable level. Spray water with appropriate material to bring to manageable level the Spatterdock can't tails and other vegetation in the water. We would not cut back growth along the backside of the pond

Cut back vegetation overgrowth from top of bank to waters edge, cut back of vegetation overgrowth in water to surface of water and complete and an initial treatment of cut vegetation on the bank and in the water. \$2890

**name:** Kirk Wagner  
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**phone:** 813.627.8710  
**company:** Aquagenix Tampa

**report group:** Lakeside CDD  
**title:** Adding in 6 ponds  
**created:** 2/17/21, 10:39 AM  
**modified:** 2/17/21, 2:42 PM  
**item count:** 18

(13)



**created:** 2/17/21, 12:19 PM

**modified:** 2/17/21, 2:33 PM

**taken by app:** No

**group:** Lakeside Pond 11

**description:** Current conditions: retention pond is overgrown with obnoxious and invasive vegetation along the banks and has a substantial population of cattails and Spatterdock in the waterway  
Recommendations: Recommend to cut the bank along homeowner side of pond and back on each side about a third of the way. Recommend to treat these cut down areas with appropriate material to bring overgrowth vegetation to manageable level. Begin treatment of water with appropriate material to bring cattail and Spatterdock population to a manageable level. We would not cut down the excess growth along the backside of the pond

Cut back vegetation overgrowth from top of bank to waters edge, cut back of vegetation overgrowth in water to surface of water and complete and an initial treatment of cut vegetation on the bank and in the water. \$1445

**name:** Kirk Wagner  
**email:** kirk.wagner@dbiservices.com  
**phone:** 813.627.8710  
**company:** Aquagenix Tampa

**report group:** Lakeside CDD  
**title:** Adding in 6 ponds  
**created:** 2/17/21, 10:39 AM  
**modified:** 2/17/21, 2:42 PM  
**item count:** 18

(14)



**created:** 2/17/21, 12:20 PM  
**modified:** 2/17/21, 2:24 PM  
**taken by app:** No  
**group:** Lakeside Pond 11  
**description:**



**name:** Kirk Wagner  
**email:** kirk.wagner@dbiservices.com  
**phone:** 813.627.8710  
**company:** Aquagenix Tampa

**report group:** Lakeside CDD  
**title:** Adding in 6 ponds  
**created:** 2/17/21, 10:39 AM  
**modified:** 2/17/21, 2:42 PM  
**item count:** 18

(15)



**created:** 2/17/21, 12:25 PM

**modified:** 2/17/21, 2:34 PM

**taken by app:** No

**group:** Lakeside Pond 12

**description:** Current condition: This pond has a 100% coverage of a cattail population. This pond may pass certification for retention pond but eventually will need to be completely dredged or excavated out of the large population of cattails.

**Recommendations:** Removal of cattails is highly recommended as there is adequate staging area for equipment to come in and complete the work. If this type of work were to be done once all the homes have been built around the retention pond the cost to complete this work will escalate significantly. After the cat tails removed immediate treatment of the retention pond to prevent future growth of cat tails in other aquatic vegetation is recommended.

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**phone:** 813.627.8710  
**company:** Aquagenix Tampa

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**title:** Adding in 6 ponds  
**created:** 2/17/21, 10:39 AM  
**modified:** 2/17/21, 2:42 PM  
**item count:** 18

(16)



**created:** 2/17/21, 2:26 PM  
**modified:** 2/17/21, 2:34 PM  
**taken by app:** No  
**description:** Pond behind amenity center

Does the community want this pond cleaned up and kept in a manageable level of agitation including the cat tails Spatterdock and other aquatic vegetation

**name:** Kirk Wagner  
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**phone:** 813.627.8710  
**company:** Aquagenix Tampa

**report group:** Lakeside CDD  
**title:** Adding in 6 ponds  
**created:** 2/17/21, 10:39 AM  
**modified:** 2/17/21, 2:42 PM  
**item count:** 18

(17)



**created:** 2/17/21, 2:26 PM  
**modified:** 2/17/21, 2:35 PM  
**taken by app:** No  
**description:** Pond behind amenity center

Storm water structure outlet pipe needs cleaning

These stormwater outlet pipes will fail inspection



**name:** Kirk Wagner  
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**item count:** 18

(18)



**created:** 2/17/21, 2:26 PM  
**modified:** 2/17/21, 2:35 PM  
**taken by app:** No  
**description:** Pond behind amenity center

Storm water structure outlet pipe needs cleaning

These stormwater structure outlet pipes would fail inspections

This concludes the aquatics report for the most recent service visit

Section 10.14. Lakes. States:

Lakes may not be used for boating, fishing, swimming or other recreational use, except as provided herein. **“Catch and release” fishing is permitted, subject to any provisions of the Rules and Regulations.** All motorized boats are prohibited on Lakes, except for boats with electric trolling motors. No boat, kayak, or canoe can be left on a bank for more than twenty-four (24) hours, nor anyplace other than on a bank in front of the Home in which the owner and operator of such boat, canoe, or kayak is a Resident. Boats, may be launched on the Lakes only from the Home in which the owner of the boat is a Resident, or from designated areas within the marina area on Community Property. Boats may not be used in such a way as to interfere with other Parcels or Community Property. Alcohol may not be consumed on a Lake or Community Property bank area, except to the extent expressly provided in the Rules and Regulations. No temporary or permanent dock or raft is permitted in a Lake, unless a Community Property facility. There shall be no swimming except in designated areas. *ALL RESIDENTS AND GUESTS ARE WARNED OF THE PSIBLE EXISTENCE OF ALLIGATORS AND OTHER WILDLIFE IN THE LAKES, AS WELL AS AREAS OF SHARP DROP-OFFS OF THE BOTTOM, AND JAGGED MATERIALS, ALL OF WHICH COULD LEAD TO SERIOUS INJURY OR DEATH.*

*[emphasis added to fishing provision]*

Therefore, should the District wish, it could permit fishing on CDD areas accessible from public access points or from designated locations. I note that if the CDD allows fishing from public access points, that would need to be open to members of the public as well as residents as they are public improvements.



## **Tab 11**

**PROJECT MANUAL**  
**FOR**  
**LANDSCAPE & IRRIGATION MAINTENANCE SERVICES**  
**LAKESIDE**  
**COMMUNITY DEVELOPMENT DISTRICT**

Prepared by:

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

December 2020

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## **LAKESIDE COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS**

Landscape & Irrigation Maintenance Services for  
Lakeside CDD  
Pasco County, Florida

Lakeside Community Development District (the “District”) hereby requests proposals to provide services relating to the exterior landscaping & irrigation maintenance services for Lakeside Community Development District, all as more specifically set forth in the Project Manual.

The Project Manual will be available beginning XXXXXX, XXXXXX, XXX, at 12:00 p.m. (EST) at the office of Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, for the sum of \$100.00 per Project Manual. Purchase of the Project Manual is mandatory. Failure to purchase the Project Manual as specified herein will preclude the District’s consideration of a proposal submitted by the proposer. Each Project Manual will include, but not be limited to, the Request for Proposals, proposal, contract documents, project scope, technical specifications and site plan. Please make checks payable to Rizzetta & Company, Inc. NO CASH OR CREDIT CARD ACCEPTED. The Field Services Manager shall be the contact person with regard to the Project Manual. Mr. Schaub can be reached by email at [bschaub@rizzetta.com](mailto:bschaub@rizzetta.com) or via phone at (813) 933-5571.

There will be a mandatory Pre-Proposal Meeting on XXXXXX, XXXXXX XXXX at 9:00 a.m. at the XXXXXX XXXXXX XXXXXXXXXX. Failure to attend will preclude the District’s consideration of a proposal submitted by a non-attending proposer. The Project Manual will not be available for sale at the mandatory pre-proposal meeting, but will be available at the Rizzetta & Co., Inc. office at the address stated above until 12:00 p.m., XXXXXXXXXXXX, XXXXXXXXXXXX XX,XXXX.

The District is a special-purpose taxing District created by Chapter 190 Florida Statutes. The entities submitting proposals must be able to provide for the level of service as outlined in the Project Manual and meet the following qualifications: (i) fully licensed and insured, (ii) 5 years minimum continuous operation (iii) experience with at least three other communities of a similar nature, size and amenity level to the Lakeside CDD project, with verifiable references on those projects, (iv) Proposer must be in good financial standing with no history of bankruptcy or financial reorganization, (v) Proposer will be encouraged to have made a site visit prior to submitting the proposal and will be responsible for 100% of their own area takeoffs, and (vi) Proposer must submit total price along with an option for two (2) one (1) year renewals with price.

The District has the right to reject any, and all proposals, make modifications to the work, and waive any minor informalities and irregularities in proposals as it deems appropriate, if it determines in its discretion that it is in the best interest of the District to do so

Any person who wishes to protest the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the Project Manual is made available, and shall file a formal written protest with the District within seven (7) calendar days (including Saturdays,

Sundays, and state holidays) after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Rizzetta and Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District's Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Ranking of proposals will be made by the Board of Supervisors on the basis of qualifications according to the evaluation criteria contained within the Project Manual and will meet on XXXXXXXX, XXXXX XX, 2021 at X:XX a.m. at the XXXXXXXX XXXX XXXXXXXXX located at XXXX XXXXXXXX XXXX., XXXXX XXXX, Florida XXXXXX to conduct said ranking. The meeting is hereby publicly advertised. Any and all questions relative to this project shall be directed in writing, by e-mail only, to Bryan Schaub at [bschaub@rizzetta.com](mailto:bschaub@rizzetta.com), no later than XXXXXXXX XX, 2020 by 4:00 p.m. (EST). Answers will be provided to all eligible proposers by 5:00 p.m. (EST), XXXXXXXX XX, 2020.

Firms desiring to provide services for this project must submit one (1) original, seven (7) copies and one (1) digital copy, in the form of a flash drive or CD, of the required proposal no later than X:XX a.m. (EST) on XXXXXXXXXX, XXXXX X, 2021 at the office of Rizzetta and Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, Attention: Bryan Schaub. Proposals shall be submitted in one sealed opaque package, shall bear the name of the proposer on the outside of the package and shall identify the name of the project. Proposals will be opened at the time and date stipulated above; those received after the time and date stipulated above will be returned unopened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

### **Notice of Public Meeting for Bid Opening**

A special meeting of the Lakeside Community Development District will be held on XXXXXXXX, XXXXX XX, 2021 at X:XX a.m. at the XXXXXXXX XXXX XXXXXXXXX located at XXXX XXXXXXXX XXXX., XXXXX XXXX, Florida XXXXXX. No official action of the District's Board will be taken at this meeting, it is held for the limited purpose of opening the bids. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (813) 933-5571 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8770, for aid in contacting the District Office. A copy of the agenda for this meeting may be obtained from the District Manager, Rizzetta and Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

Lakeside Community  
Development District  
Lynn Hayes, District Manager  
[lhayes@rizzetta.com](mailto:lhayes@rizzetta.com)

Run Date: XXXXXXXXXX, XXXX, 202X.



# LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

## Landscape & Irrigation Maintenance Services Pasco County, Florida

### **Instructions to Proposers**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than \_\_\_\_\_, 2021 at \_\_\_\_\_:\_\_\_\_\_.m. (EST) at the offices of Rizzetta & Co., Inc. located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, Attention: Bryan Schaub. Proposals will be publicly opened at that time.

**SECTION 2. SIGNATURE ON PROPOSAL.** Proposer must correctly sign all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his authority to do so.

**SECTION 3. FAMILIARITY WITH THE PROJECT.** Before submitting a proposal, the Proposer shall carefully examine the drawings, read the specifications, visit the project site and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the Proposer that the Proposer is familiar with the project.

**SECTION 4. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 5. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

**SECTION 6. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 7. INTERPRETATIONS AND ADDENDA.** All questions about the meaning or intent of the Project Manual are to be directed in writing via e-mail only to Bryan Schaub at [bschaub@rizzetta.com](mailto:bschaub@rizzetta.com). Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties recorded as having received the Project Manual. Questions received after 4:00 p.m. (EST), \_\_\_\_\_, 2021 will not be answered. Answers to all questions will be provided to all proposers by e-mail by 5:00 p.m. (EST), \_\_\_\_\_, 2021.

Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

**SECTION 8. SUBMISSION OF PROPOSAL.** Submit one (1) original, seven (7) hard copies and one (1) digital copy (CD or Flash Drive preferred) of the proposal forms, along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Lakeside Community Development District - Landscape & Irrigation Maintenance) ENCLOSED" on the face of it.

**SECTION 9. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 10. PROJECT MANUAL.** The Project Manual will be available beginning \_\_\_\_\_, \_\_\_\_\_, 202\_\_ at \_\_\_\_\_:\_\_\_\_\_.m. (EST) at the Wesley Chapel office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544. The cost for the Project Manual Disk is **\$100.00**; please make checks payable to Rizzetta & Co., Inc. NO CASH OR CC ACCEPTED.

**SECTION 11. PROPOSAL FORMS.** All blanks on the proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda. In making its proposal, each Proposer represents that it has read and understands the Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

**SECTION 12. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 13. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute the Contract in substantially the form included in the Project Manual.

**SECTION 14. INSURANCE.** All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company's ability to meet the insurance coverage requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its supervisors, staff and consultants as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

**SECTION 15. INDEMNIFICATION.** The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract form, provided herein.

**SECTION 16. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

**SECTION 17. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the Project Manual:

- A. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- B. Completed price proposal (forms attached).
- C. List position or title and corporate responsibilities of key management or supervisory personnel (forms attached as part of Contractor's Qualification Statement). Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- D. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level.
- E. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. Information related to other projects of similar size and scope which Proposer has provided or is currently providing landscape and irrigation maintenance services (forms attached as part of Contractor's Qualification Statement).
- G. A copy of its insurance certificate indicating the types of coverage and limits for general, property, automobile liability insurance, and worker's compensation insurance.
- H. Completed copies of all other forms included within the Project Manual.

**SECTION 18. PROTESTS.** Any protest regarding the Project Manual, including specifications or other requirements contained in the Request for Proposal, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the receipt of the proposed project plans and specifications or other contract documents at the offices of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Fl. 33544, Attention: Lynn Hayes. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of

protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

**SECTION 19. EVALUATION OF PROPOSALS.** The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheet, contained within the Project Manual.

1st Draft

1. Proposer: \_\_\_\_\_ / \_ / A Partnership  
                                    [Company Name]         / \_ / A Corporation  
  / \_ / A Subsidiary Corporation
2. Parent Company Name: \_\_\_\_\_
3. Parent Company Address:  
  
Street Address \_\_\_\_\_  
  
P.O. Box (if any) \_\_\_\_\_  
  
City\_\_\_\_\_ State\_\_\_\_\_ Zip Code \_\_\_\_\_  
  
Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_  
  
1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_  
  
2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_
4. Proposer Company Address (if different):  
  
Street Address \_\_\_\_\_  
  
P. O. Box (if any) \_\_\_\_\_  
  
City\_\_\_\_\_ State\_\_\_\_\_ Zip Code \_\_\_\_\_  
  
Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_  
  
1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_  
  
2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_
5. List the location of the office from which the proposer would provide services to Lakeside CDD.  
  
Street Address \_\_\_\_\_  
  
City\_\_\_\_\_ State\_\_\_\_\_ Zip Code \_\_\_\_\_  
  
Telephone\_\_\_\_\_ Fax No. \_\_\_\_\_  
  
1st Contract Name \_\_\_\_\_ Title \_\_\_\_\_



6. Is the Proposer incorporated in the State of Florida? Yes ( ) No ( )

6.1 If yes, provide the following:

- Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes ( ) No ( )

If no, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Date incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated? \_\_\_\_\_

- Is the company in good standing with the State? Yes ( ) No ( )

If no, please explain \_\_\_\_\_  
\_\_\_\_\_

- Date incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_

- Is the Proposer's company authorized to do business in the State of Florida? Yes ( ) No ( )

6.3 If Proposer is not incorporated, please identify the type of business entity (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing landscape services.

7. Has the Proposer's company provided services for a community development district or similar community previously? Yes ( ) No ( )

7.1 If yes, provide the following:

- Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

8. List the Proposer's total annual dollar value of comparable contracts for each of the last three (3) years starting with the latest year and ending with the most current year (17) \_\_\_\_\_, (18) \_\_\_\_\_, (19) \_\_\_\_\_.

9. What are the Proposer's current insurance limits?

General Liability \$ \_\_\_\_\_  
Automobile Liability \$ \_\_\_\_\_  
Umbrella Coverage \$ \_\_\_\_\_

Workers Compensation      \$ \_\_\_\_\_  
Expiration Date              \_\_\_\_\_

10. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts in any state(s)? Yes ( ) No ( ) If so, state the name(s) of the company (ies) \_\_\_\_\_

\_\_\_\_\_  
The state(s) where barred or suspended \_\_\_\_\_  
State the period(s) of debarment or suspension \_\_\_\_\_

11. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it? Yes ( ) No ( ) If so, where and why? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract? Yes ( ) No ( ) If so, state name of individual, other organization and reason therefore.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. List any and all litigation to which the Proposer, any personnel to work at Lakeside CDD, any officer and/or employee of the Proposer has been a party in the last five (5) years. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes ( ) No ( ) If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:


17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.

18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.

19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Lakeside CDD or their authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Lakeside CDD should consider the Proposer for bidding on the landscape services request for proposals, including such matters as the Proposer’s ability, standing, integrity, quality of performance, efficiency and general reputation.

\_\_\_\_\_  
Name of Proposer

By: \_\_\_\_\_

\_\_\_\_\_  
[Type Name and Title of Person Signing]

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

(Corporate Seal)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Notary Public/Expiration Date

### CORPORATE OFFICERS

Company Name \_\_\_\_\_ Date \_\_\_\_\_

Provide the following information for Officers of the Proposer and parent company, if any.

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			



## AFFIDAVIT FOR INDIVIDUAL

State of \_\_\_\_\_ ss:

County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and will be considered such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

\_\_\_\_\_  
(Proposer must also sign here)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

\_\_\_\_\_  
Notary Public/Expiration Date:

(SEAL)

## AFFIDAVIT FOR PARTNERSHIP

State of \_\_\_\_\_ ss:

County of \_\_\_\_\_

\_\_\_\_\_, is a member of the firm of \_\_\_\_\_, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and such action on the part of the Proposer will be considered to constitute good cause for rejecting Proposer's proposal.

\_\_\_\_\_  
(Signature of a General Partner is Required)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

\_\_\_\_\_  
Notary Public/Expiration Date:

(SEAL)

## AFFIDAVIT FOR CORPORATION

State of \_\_\_\_\_ ss:

County of \_\_\_\_\_

\_\_\_\_\_  
(title)\_\_\_\_\_ of the \_\_\_\_\_

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and such action on the part of the Proposer will be considered good cause for rejection of Proposer's proposal.

\_\_\_\_\_  
(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public/Expiration Date:

(SEAL)

**LAKESIDE  
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSAL  
LANDSCAPE MAINTENANCE SERVICES**

**EVALUATION CRITERIA**

**1. Personnel (20 Points Possible) (\_\_\_\_Points Awarded)**

(E.g., skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels, etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc. with bid.)

**Management and Supervisory Personnel**

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

**Proposed Staffing Levels**

Landscape Maintenance staff will include; \_\_\_\_\_ laborers, \_\_\_\_\_ Supervisors, and \_\_\_\_\_ Technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborists or horticulturist, etc.)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

## 2. **Experience**

(20 Points Possible) (\_\_\_\_ Points Awarded)

(E.g., past & current record and experience of the respondent in similar projects, volume of work previously awarded to the firm; past performance in any other contracts; subcontractor listing, inventory of all equipment, etc)

1. Project Name/Location: \_\_\_\_\_  
Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Project Type/Description: \_\_\_\_\_  
Dollar Amount of Contract: \_\_\_\_\_  
Your Company's Detailed Scope of Services for Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Duration of Contract: START DATE: \_\_\_\_\_ END DATE \_\_\_\_\_
  
2. Project Name/Location: \_\_\_\_\_  
Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Project Type/Description: \_\_\_\_\_  
Dollar Amount of Contract: \_\_\_\_\_  
Your Company's Detailed Scope of Services for Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Duration of Contract: START DATE: \_\_\_\_\_ END DATE \_\_\_\_\_
  
3. Project Name/Location: \_\_\_\_\_  
Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Project Type/Description: \_\_\_\_\_  
Dollar Amount of Contract: \_\_\_\_\_



**Experience cont.**

Your Company's Detailed Scope of Services for Project: \_\_\_\_\_

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Duration of Contract: START DATE: \_\_\_\_\_ END DATE \_\_\_\_\_

4. Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Your Company's Detailed Scope of Services for Project: \_\_\_\_\_

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Duration of Contract: START DATE: \_\_\_\_\_ END DATE \_\_\_\_\_

5. Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Your Company's Detailed Scope of Services for Project: \_\_\_\_\_

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Duration of Contract: START DATE: \_\_\_\_\_ END DATE \_\_\_\_\_

**3. Understanding Scope of RFP (15 Points Possible) (\_\_\_\_ Points Awarded)**

Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including product specifications, pricing, scheduling, staffing, qualifications, etc? Have all documents been completed as directed and information requested been provided? Does it demonstrate clearly the ability to perform these services?

**4. Financial Capacity (5 Points Possible) (\_\_\_\_ Points Awarded)**

Demonstration of financial resources and stability as a business entity necessary to implement and execute the services required as discussed in Landscape Maintenance Agreement. At a minimum, Proposer must include proof of ability to provide insurance coverage as required by the District as well as "Compiled" Financial Statements current to within twelve (12) months.

**5. Price (25 Points Possible) (\_\_\_\_ Points Awarded)**

A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation. \*

\* Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (25).  $(210,000/265,000) \times 25 = 19.81$ , therefore, Contractor "B" will receive 19.81 of 25 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (25).  $(210,000/425,000) \times 25 = 12.35$ , therefore, Contractor "C" will receive 12.35 of 25 points.

**6. Reasonableness of ALL Numbers (15 Points Possible) (\_\_\_\_ Points Awarded)**

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided in Parts 1,2,3,4, 5 & 6.

**Proposer's Total Score (100 Points Possible) (\_\_\_\_ Points Awarded)**

END

## LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

This Landscape and Irrigation Maintenance Agreement (“**Contract**”), is entered into as of the \_\_ day of \_\_\_\_\_ 2021, between **THE LAKESIDE COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized under the laws of the State of Florida (hereinafter referred to as “**District**” or “**Owner**”) located at 5844 Old Pasco Road, Ste. 100, Wesley Chapel, FL 33544, and **XXXXXX XXXXXX** (hereinafter referred to as “**Contractor**”) located at \_\_\_\_\_.

### RECITALS

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal, attached hereto as **Exhibit “B”** (hereinafter “**Proposal**”) and incorporated herein by reference, and represents that it is qualified to serve as a landscape maintenance contractor and provide services to the District.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and District agree as follows:

### **I. INCORPORATION OF RECITALS**

The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

### **II. DESCRIPTION OF WORK**

The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth in the scope of services attached hereto as **Exhibit “A”** (hereinafter referred to as the “**Contract Work**”). Contractor shall perform in accordance with the Proposal attached hereto as **Exhibit “B”**. Maps of the areas to be maintained are attached hereto as **Exhibit “C”**.

While performing the Contract Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Contract Work in accordance with the Proposal and attached specifications. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards. The performance of all services by the Contractor under this Contract and related to this Contract shall conform to any written instructions issued by the District.

1. Should any work and/or services be required which are not specified in this Contract or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract.
2. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.
3. The District shall designate in writing one or more individuals to act as the District's representative(s) with respect to the Contract Work. The District's representative(s) shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contract Work.
4. Scheduling of maintenance visits will be determined by the District. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.
5. The Contractor agrees to meet with a District representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items (Monthly Field Inspection Report) that should be performed before the next walk through or other designated time. The Contractor shall be required to explain, in writing, what actions shall be taken to remedy those findings within the specified amount of time as requested by the District (typically seven (7) calendar days). If the Contractor does not respond within the specified time, the first offense will result in a written warning; the second offense will result in a second written warning and the Board of Supervisors for the District will be notified; the third offense may terminate this contract for cause at the District's discretion. If the deficient items have not been rectified to the District's satisfaction within the stated time provided in the response to the Field Inspection Report, (but in no circumstance no longer than a 2-month period), the District reserves the right to subcontract out such work and withhold the cost of such work from the Contractor's next monthly invoice. The District will be responsible for scheduling the monthly inspections. The District must have no less than fourteen (14) days' notice if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work. Contractor shall provide to management a written summary of work performed for each week with notification of any problem areas.
6. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Contract Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.
7. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Contract Work specified herein. It is the responsibility of the Contractor to notify the District in

writing of any conditions beyond the control of the Contractor or scope of Contract Work that may result in the damage and/or loss of plant material. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.

8. In the event of a declared emergency or disaster, Contractor shall provide the District the following Time and Materials services:
  - a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, as supplied in Bid Form, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
  - b. Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
  - c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
  - d. Disaster Recovery Assistance Services shall not exceed a total of seventy (70) hours worked for each declared emergency/disaster.
  - e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
  - f. District reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

### **III. CONTRACT SUM: TERM**

The District agrees to pay Contractor for the Contract Work, a not to exceed sum of \_\_\_\_\_ and no/100 (\$XXX,XXX.XX) during the initial term as well as the first and second annual renewals of the contract as detailed in **Exhibit "B"**, payable in monthly installments as detailed below, for a term of one (1) year with the option to renew for two (2) additional one (1) year periods unless terminated earlier as provided in this Contract.

1. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
2. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes,

Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

3. The Contractor will provide landscape & irrigation maintenance services for certain lands within and around the District. Specifically, Contractor shall provide the services identified in the **Exhibit "A"** and **Exhibit "B"**. Contractor shall perform such work for a not to exceed sum of \_\_\_\_\_ and no/100 (\$XXX.XXX.XX) to include Parts 1-4 of the Scope of Services and up to a maximum of \_\_\_\_\_ and no/100 (\$XXX,XXX.XX) if all mulch top-dressings (Part 5) are performed and awarded to Contractor as well as four 3-month annual flower rotations of 400 plants (Part 6) are performed and awarded to Contractor. Contractor shall provide all labor and equipment necessary for such services. These monthly amounts include all tools, labor and materials necessary to complete the Services. The term of this Agreement shall be from XXXXXX XX, XXXX through XXXXXX XX, XXXX unless terminated earlier in accordance with the terms of this Agreement or renewed for optional one year renewals at the option of the parties hereto at the price and terms as provided for herein.
4. Contractor shall bill the District for Services based on invoice with appropriate support documentation for the fee and reimbursements. Provided Contractor has submitted invoices for the fees and reimbursements with the appropriate support documentation by the fifteenth (15th) of the month, Contractor shall be paid by the thirtieth (30th) of the following month unless such invoice is disputed as described below. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within thirty (30) days of the District's receipt of such invoice. In the event of any dispute regarding the Services performed to date, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Services, in District's sole and absolute discretion, shall, so long as District is pursuing resolution of such dispute in an expeditious manner, continue to carry on performance of the Services and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement. As compensation for the Work, the District agrees to pay Contractor \_\_\_\_\_ and 00/100 (\$XXX,XXX.) during the initial term of the contract, in standard monthly amounts of \_\_\_\_\_ & XX/100 (\$XX,XXX.XX). Such compensation covers only the items specified in Parts 1 and 4 of the Proposal. Additionally, for the services specified in Parts 2, 3, 5 & 6 of the Proposal, the District agrees to pay Contractor for such actual services rendered using the pricing specified in the Proposal the month following services being performed and after required documentations (if any) have been provided. Contractor shall not perform mulching or annual installation services listed in Exhibit "A" without the prior written approval of the District.

#### **IV. TIME OF COMMENCEMENT**

The work to be performed under this contract shall commence after providing District the requisite insurance referenced herein and no later than XXXXXXXX XX, XXXX.

#### **V. CONTRACTOR'S REPRESENTATIONS**

In order to induce the District to enter into this Contract, Contractor makes the following representations, upon which the District has actually and justifiably relied:



1. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.
2. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Contract.
3. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Contract.

## **VI. DUTIES AND RIGHTS OF CONTRACTOR**

Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
2. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Contract Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T- shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
3. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Contract. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Contract, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Contract, may terminate this Contract to be effective immediately upon the giving of notice of termination.
4. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the

Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.

5. Responsibility for Negligence of Employees and Subcontractors: Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.
6. Safety Precautions and Programs: Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.

## **VII. INDEMNIFICATION**

The Contractor does hereby indemnify and hold harmless the District, its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Contract Work to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

*It is understood and agreed that this Contract is not a construction contract as that term is referenced in Section 725.06, Fla. Stat., (as amended) and that said statutory provision does not govern, restrict or control this Contract.*

In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose

acts any of them may be liable, the indemnification obligation under this Contract shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

The Contractor shall and does hereby indemnify and hold harmless the District and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

## **VIII. INSURANCE**

1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.
2. WORKERS' COMPENSATION: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.
3. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
4. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
5. UMBRELLA LIABILITY: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
6. Each insurance policy required by this Contract shall:
  - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
  - c. Be written to reflect that the aggregate limit will apply on a per claim basis.
7. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.

8. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.
9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
10. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
13. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, Agents, Employees or Volunteers.
14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

#### **IX. EARLY TERMINATION FOR BREACH OF CONTRACT**

1. Contractor's Termination. Contractor may terminate this Contract with sixty (60) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.
2. Owner's Termination. Owner may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the Owner's convenience,

the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor. On such termination, the District may take possession of the work site and all materials thereon and finish the work in whatever way it deems expedient. If the unpaid balance on the Contract Sum at the time of such termination exceeds the expense of finishing the work, Owner will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to Owner within ten (10) days after written notice.

On a default by Contractor, Owner may elect not to terminate the contract, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. Owner specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

## **X. ATTORNEY'S FEES**

If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, appellate and/or bankruptcy proceedings as well as attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

## **XI. PUBLIC RECORDS.**

Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Lynn Hayes ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall 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 Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 933-5571, LHAYES@RIZZETTA.COM, OR AT 5844 OLD PASCO ROAD, SUITE 100, WESLEY CHAPEL, FLORIDA 33544.**

## **XII. MISCELLANEOUS**

1. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.
2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the District and any of the District's successors, assigns, and legal representatives of the District in respect of all covenants, contracts, and obligations contained in this Contract. No employees, agents or representatives of the District are personally or individually bound by this Contract.
3. This Contract is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
4. Nothing in this Contract 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 Contract 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.
5. This Contract has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Contract and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
6. The laws of the State of Florida shall govern all provisions of this Contract. In the event the parties to this Contract cannot resolve a difference with regard to any matter arising here from, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Pasco County, Florida.
7. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.
8. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
9. The execution of this Contract has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the



requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

10. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
11. To the extent that the terms described in the attachments conflict with the terms of this Contract document, the terms of this Contract and the original RFP shall control.
12. Notices: Unless specifically stated to the contrary elsewhere in this Contract, where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party at the addresses listed below and shall be deemed received upon actual receipt by mail or facsimile, whichever is first.

**To Owner:**

The Lakeside Community Development  
District c/o Mr. Lynn Hayes, District Manager  
Rizzetta & Company, Inc.  
5844 Old Pasco Road, Ste. 100  
Wesley Chapel, FL 33544

**With a copy to:**

Alyssa C. Willson, District  
Counsel Hopping Green and  
Sams, P.A.  
119 South Monroe Street  
Tallahassee, FL 32308

**To Contractor:**

XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Contract on the day  
and year first written above.

XXXXXX XXXXXX.

**Lakeside  
Community Development District**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairman of the Board of Supervisors

**EXHIBIT “A”**  
**SCOPE OF SERVICES**

1st Draft

## SCOPE OF SERVICES

### PART 1

#### **GENERAL LANDSCAPE MAINTENANCE**

- 1) **MOWING** – All “common area” landscaped areas identified as such (green) on the overall Lakeside Maintenance Exhibit will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – (Growing Season) Once a week

NOVEMBER 1 – MARCH 1 – (Dormant Season) Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise large clumps of clippings **MUST** either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty- four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of Lakeside CDD’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary upon prior approval.

**1A) POND MOWING** - All ponds identified as such on the overall Lakeside Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash debris of any kind and other debris within arm’s reach of water’s edge shall be removed & disposed of by Contractor during every normal service event.

**2) EDGING AND TRIMMING** – All hard-edged areas (curbs, sidewalks, bike paths, etc.) shall be edged every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines shall be edged a minimum of every other mowing event. All edging shall be performed to the

sole satisfaction of the DISTRICT. **Chemical edging shall not be permitted anywhere on property.**

**AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES, i.e. MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC., IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.**

**3) TREE AND SHRUB CARE** – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls (including Lakeside's extensive buffer wall), as well as pruned to prevent street lights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum clearance of ten (10) feet for sidewalks to fifteen (15) feet for streets under all limbs depending on location and species of tree but shall vary according to DOT specs.) All hanging moss shall be removed from all trees up to a 15' height on an as-needed basis. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. Moss must be removed prior to the spring flush of new growth on all deciduous trees.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. All shrub material shall be pruned in a manner NOT to block landscape lighting fixtures at all times. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Lakeside. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is

maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance (perhaps due to permanent existing grades), then another solution will need to be proposed and executed.

**Palms:** All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms (if present).

Any palms on the pool deck (and all other plant material, in general, on the pool deck) shall be inspected during every maintenance visit and pruned as necessary in order to keep this area safe, neat and attractive at ALL times.

**4) WEEDS AND GRASSES** – All groundcover and turf areas shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

**NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.**

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

**5) MAINTENANCE OF PAVED AREAS** – All paved areas shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from

paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curblin expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

6) **CLEAN UP** – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) **REPLACEMENT OF PLANT MATERIAL** – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.



## PART 2

### **FERTILIZATION**

All turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for Central Florida turf: (per BMP guidelines and University of Florida IFAS Extension, Central Florida is determined by anything between an east-west line coast to coast through Ocala and a line coast to coast through Tampa & Vero Beach.

#### **All Bahia Sod:**

March	A complete fertilizer based on soil tests + Pre M applied at no more than 1 lb. N/1000 sq. ft. and containing no less than 50% slow release N.
April	2 <sup>nd</sup> Application of a Pre-Emergent Herbicide
April	Soluble Nitrogen applied at .5 lbs. N/1000 sq. ft.
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
August	Fe – Ferrous sulfate (2 oz./3-5 Gal. H <sub>2</sub> O/1000 sq. ft.)
October	A complete fertilizer based on soil tests + Pre M (see March application)

#### **All St. Augustine Sod:**

February	A complete fertilizer based on soil tests + Pre M applied at no more than 1 lb. N/1000 sq. ft. and containing no less than 50% slow release N.
March	2 <sup>nd</sup> Application of a Pre-Emergent Herbicide
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H <sub>2</sub> O/1,000 SF)
August	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + Pre M (see February application)

The contractor shall submit a fertilizer label to CDD representative for approval prior to application if the fertilizer being applied varies from that listed above.

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR CARELESSNESS OF FERTILIZER APPLICATION.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

#### **SHRUB, TREE & GROUNDCOVER FERTILIZATION:**

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS NEGLIGENCE.**

#### **PALM FERTILIZATION:**

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September, November) 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

**Fertilizer shall not be billed equally monthly but invoiced the month after application.**

**CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity.** Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

## PART 3

### **PEST CONTROL**

**Insects and Disease in Turf** Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinchbugs, grubs, nematodes, fireants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for “formula” under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

**Insects and Disease Control for Trees, Palms and Plants** The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms, some preventable and some where no known treatment exists. Contractor will be fully responsible for the diagnosis and treatment of preventable afflictions. At the CDD’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price, and not included in the total Pest Control price. Contractor is to identify those species of palms on the property susceptible and supply a list of species and quantities with their proposal. Each susceptible palm shall receive a quarterly injection(s) quantity to be determined by the size of the palm. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in either the Pest Control price or the Contract Amount.**

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor’s full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor’s responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor’s responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems, it will be the Contractor’s responsibility to treat pest within five (5) working days of the date of notification.

## **FIRE ANT CONTROL**

Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all Common Area Landscaped Areas as shown on the Maintenance Exhibit. These areas should include (in addition to all irrigated Bahia and shrub beds along Lakeside Boulevard and Elgin Boulevard) all parks, dog parks, village entrances as well as those non-irrigated ROW's between sidewalks and streets inside villages along sidewalks where there are no homes built. It shall also include a ten (10) foot strip behind these sidewalks, where possible. DRA banks and bottoms are not to be included.

**Pest Control will not be included as a standard line item in each monthly billing but shall be invoiced as a separate line item the month after service is rendered.**

**Pest Control shall be included in the Contract Amount.**

## PART 4

### **IRRIGATION SYSTEM MONITORING AND MAINTENANCE**

**Irrigation System.** The Contractor shall inspect and test the irrigation system components one (1) time per month. This shall include all the existing irrigation systems (approximately XXX zones, X irrigation controllers & X pump stations).

#### A. Irrigation Controllers

1. Semi automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions & time DST
4. Lubricate and adjust mechanical components
5. Test back up programming support devices
6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.

#### B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities weekly; Inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

#### C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety.
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

#### D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency,

Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

**Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion.**

**After the thirty (30) day period has expired and for the duration of the contract, (assuming the BOS approved for audit repairs to be performed) Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings.** Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Pasco County or any other governmental agencies. It is the responsibility of the Contractor to insure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.

## PART 5

### **INSTALLATION OF MULCH**

After prior approval by the Board of Supervisors or Management, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds & tree rings) with Grade “A” Medium Pine Bark Mulch for ornamental beds and tree rings up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3” deep and beveled. Mulched beds on slopes adjacent to turf and/or concrete shall also be trenched to a depth of 3” & beveled to reduce mulch washout. The labor for trenching MUST be included in the proposal for mulch installation. This practice has not been followed in the past and trenching will not be considered as an extra. Mulch shall not be piled around tree trunks or bases of plants. Any mulch “volcanoes” around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required 3” depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

**This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.**

**The CDD reserves the right to subcontract out any and all mulching events.**



## PART 6

### **ANNUAL INSTALLATION**

**Planting of Annuals.** After prior approval by the Board of Supervisors, Contractor shall replace approximately three hundred (XXX) annuals in 4" pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. Prior to replacement, selection and approval from the Board is required. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract for the CDD or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will always keep such beds free of weeds until the next planting rotation occurs. Timing shall be centered around a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Dec, Mar, Jun, Sep)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular deadheading, necessary soil adjustments, soil additives, fungicides and **monthly slow-release** nutritional requirements **at no additional cost to District**. Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the summer rotation (June) **at no additional cost to District**, a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of Pine Fines 1" thick. **All this shall be provided at no additional cost to the District.**

**This item will not be included in the contract amount. Contractor shall provide a price per 4" plant as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.**

**The CDD reserves the right to subcontract out any and all annual installation events.**

[END OF SECTION]



**EXHIBIT “B”**

**BID PROPOSAL FORM**

**LAKESIDE COMMUNITY DEVELOPMENT DISTRICT**

1st Draft



## BID FORM

### LAKESIDE COMMUNITY DEVELOPMENT DISTRICT LANDSCAPE & IRRIGATION MAINTENANCE REQUEST FOR PROPOSALS

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

#### **PART 1**

**General Landscape Maintenance**

\$\_\_\_\_\_Yr

- Storm Cleanup \$\_\_\_\_\_/hr **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\$\_\_\_\_\_/application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

\$\_\_\_\_\_/hr for employee with hand-held hose

\$\_\_\_\_\_/hr for water truck/tanker

#### **PART 2**

**Fertilization (All labor and materials)**

\$\_\_\_\_\_Yr

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)

MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION



ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS (Crapes, Dwarf Asian Jasmine, Loropetalum, Gardenias, etc.)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the “Cost per application” column should equal your Total Fertilization Cost for the year.



### **PART 3**

**Pest Control** (All labor and materials)  
all pesticide allowance is required) \*

\$ \_\_\_\_\_ Yr (if

\* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

**OTC Injections will be performed at the discretion of the District's BOS's**  
*(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)*

**OTC Injections** (All labor and materials)

\$/ Yr. (based on quantities below)

**(OTC injections per specs - do not include in Grand Total)**

<b>Palm Type</b>	<b>Palm Qty</b>	<b># of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)</b>	<b>Cost per Individual Inoculation</b>	<b>Total Cost per Year (4x per year)</b>

**The CDD reserves the right to subcontract out any and all OTC Injection events.**

#### **Application of Top Choice for an annual treatment for Fire Ants**

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Common Area Landscaped Areas (as described in the Scope of Services).

\$ \_\_\_\_\_ / Yr

**Top Choice application will be performed at the discretion of the District's BOS**  
*(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)*



## **PART 4**

**Irrigation** (All labor and materials)

\$ \_\_\_\_\_/Yr

Freeze Protection (description of ability) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\$ \_\_\_\_\_/application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ \_\_\_\_\_/hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **PART 5**

**Installation of Pine Bark Mulch (medium)** (All labor and materials) \$ \_\_\_\_\_/Yr  
(if both topdressings are performed - **do not include in Grand Total**)

**The DISTRICT reserves the right to subcontract any mulching event to an outside vendor**

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

\_\_\_\_\_ CY Medium Pine Bark Mulch per specs for the first top-dressing at \$ \_\_\_\_\_/CY  
(app. April)

And

\_\_\_\_\_ CY Medium Pine Bark Mulch per specs for the second top-dressing at \$ \_\_\_\_\_/CY  
(app. October)



**PART 6**

**Annual Installation** (All labor and materials)

**The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor**

Contractor shall install XXX (4") annuals up to four (4) times per year per specs at the direction of the District at \$\_\_\_\_\_/annual

\$\_\_\_\_\_/rotation

\$\_\_\_\_\_Yr (if all rotations are performed - **do not include in Grand Total**)

**GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)**

**\$\_\_\_\_\_/Yr**

FIRST ANNUAL RENEWAL \$\_\_\_\_\_/Yr

SECOND ANNUAL RENEWAL \$\_\_\_\_\_/Yr

Contractor/Firm Name\_\_\_\_\_

Firm Address\_\_\_\_\_

City/State/Zip\_\_\_\_\_

Phone Number\_\_\_\_\_Fax Number\_\_\_\_\_

Name and Title of Representative\_\_\_\_\_  
(Please Print)

Representative's Signature\_\_\_\_\_

Date\_\_\_\_\_

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1.\_\_\_\_\_2.\_\_\_\_\_3.\_\_\_\_\_4.\_\_\_\_\_5. \_\_\_\_\_

Dated this\_\_\_\_\_day of\_\_\_\_\_, 2020



## **EXHIBIT “C”**

### **DAILY/WEEKLY**

### **REPORT FORMS**

**(Contractor may choose to use its own company forms but will be required to supply a Weekly Site Visit Journal, a Pest Control Report, Irrigation Wet Check Reports and Irrigation Repair Request Forms as required.)**

1st Draft



**LAKESIDE CDD**

**DAILY WORK JOURNAL**

*(this form must be filled out at the end of each site visit and turned in to the clubhouse office)*

**DATE:** \_\_\_\_\_

**DESCRIPTION OF WORK PERFORMED TODAY:** \_\_\_\_\_

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**LOCATIONS:** \_\_\_\_\_

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**ISSUES REQUIRING ATTENTION:** \_\_\_\_\_

*(Please notify District Rep. if any)*

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**LAKESIDE CDD**  
**IRRIGATION REPAIR REQUEST FORM**

**DATE:** \_\_\_\_\_

**DAMAGE:** \_\_\_\_\_

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**LOCATION:** \_\_\_\_\_

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**PROBABLE CAUSE OF DAMAGE:** \_\_\_\_\_

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**ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR TREATMENT:** \_\_\_\_\_

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**IRRIGATION TECHNICIAN'S NAME:** \_\_\_\_\_

**LKSD REPRESENTATIVE NAME:** \_\_\_\_\_

**(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE  
REQUEST)**



**LAKESIDE CDD**  
**PEST MANAGEMENT REPORT**

**DATE:** \_\_\_\_\_

**SYMPTOMS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**LOCATION:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**PROBABLE CAUSE:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CHEMICALS REQUIRED FOR TREATMENT:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFIED PESTICIDE APPLICATOR'S NAME:** \_\_\_\_\_

**LKSD REPRESENTATIVE NAME:** \_\_\_\_\_

**(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE  
REQUEST)**

**END**

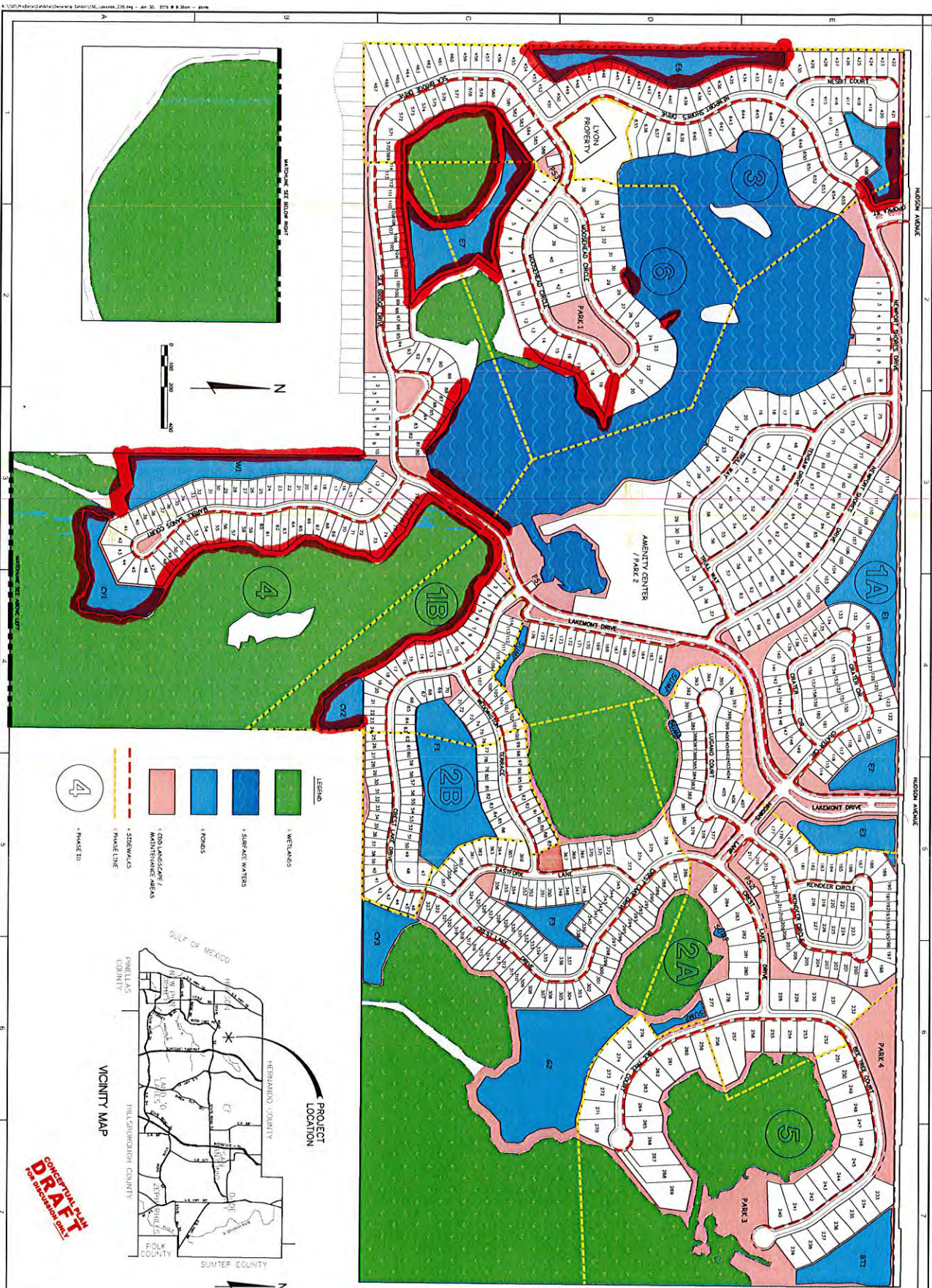


**LAKESIDE COMMUNITY DEVELOPMENT DISTRICT**

**MAINTENANCE EXHIBIT**

1st Draft







## **Tab 12**



**MINUTES OF MEETING  
LAKESIDE COMMUNITY DEVELOPMENT DISTRICT**

*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 Lakeside Community Development District was held on **Wednesday, January 27, 2021 at 11:02 a.m.**, at the offices of Rizzetta & Company Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.

Present and constituting a quorum:

Jack Koch	<b>Board Supervisor, Vice Chairman</b>
Christina Brooks	<b>Board Supervisor, Assistant Secretary</b>
Edgar Marquis Jr.	<b>Board Supervisor, Assistant Secretary</b>
Linda Ramlot	<b>Board Supervisor, Assistant Secretary</b>

Also Present:

Al Belluccia	<b>District Engineer, Florida Design</b>
Lynn Hayes	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Alyssa Willson	<b>District Counsel, Hopping Green &amp; Sams</b>
Jason Liggett	<b>Field Services, Rizzetta &amp; Company, Inc.</b>
Brian Stall	<b>Representative, Trimac Outdoor</b>

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Hayes called to order and performed roll call and confirmed a quorum.

**SECOND ORDER OF BUSINESS**

**Audience Comments on Agenda Items**

No audience was present.

**THIRD ORDER OF BUSINESS**

**Discussion about CDD/HOA Boundary Issues/Surveys**

Mr. Hayes informed the Board certified letters were sent on December 18, 2020 to Steven and Jamie Reed, Nilda Meono-Budnarain, Tina Gardner and Leon Rossington, Kenneth Biron and Amanda Zimdars, and Shanice and Eric Scott. The only letters received were from Steven and Jamie Reed at 13940 Lugano Court and Nilda Meono-Budnarain at 13937 Lugano Court.



On a Motion by Ms. Ramlot, seconded by Ms. Brooks, with all in favor, the Board of Supervisors authorized District Engineer to verify the CDD/HO property line for the Lakeside Community Development District.

#### FOURTH ORDER OF BUSINESS

#### Consideration of Bus Stop Bike Racks

Mr. Hayes provided several bus stop bike rack proposals. A discussion ensued. The Board would like to move forward with HD Supply- Mighty Mite for three bike racks which hold six bikes and place them at three bus stops.

On a Motion by Mr. Koch, seconded by Mr. Marquis, with all in favor, the Board of Supervisors approved the bike rack proposal with Mighty Mite at a cost of \$ 558.10 for the Lakeside Community Development District.

#### FIFTH ORDER OF BUSINESS

#### Consideration of Waste Stations

Mr. Hayes presented the Nature Coast Poop 911 Proposal. He informed the Board the proposal is for fourteen waste stations with a cost of \$5,263.30 (one-time fee) and a monthly cost of \$482.30. Discussion ensued and the board requested the District Manager obtain a revised quote for eight waste stations as well as quotes for a golf cart with a flatbed and a utility shed.

#### SIXTH ORDER OF BUSINESS

#### Discussion of Street Lighting

The Board discussed adding streetlights in poorly lit areas of the community.

On a Motion by Ms. Brooks, seconded by Mr. Koch, with all in favor, the Board of Supervisors authorized the District Engineer to research street light locations and provide quotes for the Lakeside Community Development District.

Discussion ensued about common area sidewalks and repairs needed. Discussion ensued and the Board requested the District Engineer inspect the sidewalk locations provide them with quotes for repairs needed.

#### SEVENTH ORDER OF BUSINESS

#### Consideration of Minutes of the Board of Supervisors Meeting held on December 15, 2020

Mr. Hayes presented the minutes and inquired if there were any amendments. There was a minor change to line #55.

On a Motion by Mr. Koch, and seconded by Ms. Brooks, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors Meeting held on December 15, 2020, as amended, for the Lakeside Community Development District



**EIGHTH ORDER OF BUSINESS**

**Consideration of Operation and  
Maintenance Expenditures for  
December 2020**

Mr. Hayes presented the Operation and Maintenance Expenditures for December 2020.

On a Motion by Ms. Ramlot, seconded by Mr. Koch, with all in favor, the Board of Supervisors ratified the December (\$48,747.36) 2020 payments of the Operation & Maintenance Expenditures, for the Lakeside Community Development District.

**NINTH ORDER OF BUSINESS**

**Presentation of Field Inspection  
Report- January**

Mr. Liggett presented the January Field Inspection Report dated January 15, 2021 and the landscaper's responses. A discussion ensued. One Board member noted there are ant hills along Seabridge Drive.

**TENTH ORDER OF BUSINESS**

**Consideration of Landscape  
Enhancement Quotes**

Mr. Liggett presented the landscape enhancement proposals with the Board. A discussion ensued. The Board would like to move forward with Trimac Outdoor for plant replacements at a cost of \$47,500.

On a Motion by Ms. Ramlot, seconded by Mr. Marquis, with all in favor, the Board of Supervisors approved the Trimac Outdoor proposal after District Counsel prepares the agreement in final form for the Lakeside Community Development District.

On a Motion by Ms. Ramlot, and seconded by Mr. Marquis, with all in favor, the Board of Supervisors approved the formal RFP process for Landscape Maintenance Services, for the Lakeside Community Development District.

**ELEVENTH ORDER OF BUSINESS**

**Presentation of Aquatics Report**

Mr. Wagner presented the aquatics report. It was noted that ponds 6,9,10,11 and 12 are not included in the current aquatic maintenance contract. Mr. Hayes will provide a pond map with locations at the next meeting.

**TWELFTH ORDER OF BUSINESS**

**Consideration of Traffic Calming  
Device Quotes for Lakemont Drive**

Mr. Belluccia presented several traffic calming device options which included speed humps, speed cushions, speed tables, radar signs, transverse rumble strips and



all way stops. A brief discussion ensued and the Board decided to install rumble strips at the Apopka entrance and Lakemont, and a cross walk and speed humps on each side in front of the clubhouse.

On a Motion by Mr. Koch, seconded by Ms. Ramlot, with all in favor, the Board of Supervisors authorized District Counsel to prepare the traffic calming device agreement in final form, for the Lakeside Community Development District.

**THIRTEENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Engineer**

Mr. Bellucia discussed the observation of pier erosion and presented a retaining wall quote from Florida Design Consultants at a cost of \$4,000. The Board requested the District Manager contact the HOA to find out if they are interested in entering into a cost share agreement for this.

**B. District Counsel**

Ms. Wilson explained the Memorandum of Understanding E-verify.

On a Motion by Mr. Koch, seconded by Ms. Ramlot, with all in favor, the Board of Supervisors approved the enrollment of the Memo of Understanding E-Verify, for the Lakeside Community District.

**C. District Manager**

Mr. Hayes indicated the next regular meeting is scheduled for February 24, 2021 at 11:00 a.m. at the offices of Rizzetta & Company located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. He reminded the Board there will be a CDD/HOA meeting on March 24<sup>th</sup> at the Lakeside Amenities Center. A discussion ensued about fishing in the community. The Board authorized District Council to review the covenant agreements about fishing in the community.

**FOURTEENTH ORDER OF BUSINESS**

**Supervisor Requests**

Mr. Martinez informed the Board he plans to resign at the February 24<sup>th</sup> meeting. Mr. Hayes indicated he will advertise the vacant seat opening on the website.

**FIFTEENTH ORDER OF BUSINESS**

**Adjournment**

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

On a Motion by Mr. Koch, seconded by Ms. Ramlot, with all in favor, the Board of Supervisors adjourned the meeting at 12:58 p.m. for the Lakeside Community



Development District.

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

\_\_\_\_\_  
Chairman/Vice Chairman

DRAFT



## **Tab 13**



# LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

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

## **Operation and Maintenance Expenditures January 2021 For Board Approval**

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

The total items being presented: **\$34,123.03**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

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

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



## Lakeside Community Development District

### Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

Vendor Name	Check #	Invoice Number	Invoice Description	Invoice Amount
Alexander C Conran	000901	AC010421	Off-Duty State Trooper 01/21	\$ 225.00
Alexander C Conran	000883	AC121620	Off-Duty State Trooper 12/20	\$ 225.00
Alexander C Conran	000883	AC122120	Off-Duty State Trooper 12/20	\$ 225.00
Alexander C Conran	000883	AC122320	Off-Duty State Trooper 12/20	\$ 225.00
Angel Luis Alvarado	000897	AA010821	Off-Duty State Trooper 01/21	\$ 225.00
Angel Luis Alvarado	000880	AA121920	Off-Duty State Trooper 12/20	\$ 225.00
Anthony W Palese	000886	AP122620	Off-Duty State Trooper 12/20	\$ 225.00
Anthony W Palese	000894	AP122720	Off-Duty State Trooper 12/20	\$ 225.00
Anthony W Palese	000894	AP123120	Off-Duty State Trooper 12/20	\$ 225.00
Aquagenix	000898	4100563	Aquatic Services for 11 Ponds 01/21	\$ 875.00
Brightview Landscape Services, Inc.	000881	7153144	Irrigation Repair-PVC Repair 12/20	\$ 1,045.50



## Lakeside Community Development District

### Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

Vendor Name	Check #	Invoice Number	Invoice Description	Invoice Amount
Brightview Landscape Services, Inc.	000899	7158523	Monthly Landscape Maintenance 01/21	\$ 8,099.42
Edgar Ovied Marquis Jr.	000903	EM121520	Board Of Supervisors Meeting 12/15/20	\$ 200.00
Florida Design Consultants, Inc.	000902	42090	Engineering Services 12/20	\$ 825.00
Hopping Green & Sams	000892	119527	Legal Services 11/20	\$ 1,753.47
Illuminations Holiday Lighting	000885	121120	Holiday Lighting Balance Due 12/20	\$ 1,875.00
Jeremy R Cohen	000891	JC010121	Off-Duty State Trooper 01/21	\$ 225.00
Jeremy R Cohen	000891	JC010221	Off-Duty State Trooper 01/21	\$ 225.00
Jeremy R Cohen	000900	JC010521	Off-Duty State Trooper 01/21	\$ 225.00
Jeremy R Cohen	000900	JC010721	Off-Duty State Trooper 01/21	\$ 225.00
Jeremy R Cohen	000882	JC121420	Off-Duty State Trooper 12/20	\$ 225.00
Jeremy R Cohen	000882	JC122220	Off-Duty State Trooper 12/20	\$ 225.00



## Lakeside Community Development District

### Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

Vendor Name	Check #	Invoice Number	Invoice Description	Invoice Amount
K. Johnson's Lawn & Landscaping, Inc.	000893	17720	Mowed 16 Pond Banks 12/20	\$ 3,200.00
K. Johnson's Lawn & Landscaping, Inc.	000893	17721	Monthly Landscape 12/20	\$ 630.00
Pasco County Utilities Services Branch	000887	14338218	Water Utility Service 11/20	\$ 20.32
Pasco County Utilities Services Branch	000906	14463309	Water Utility Service 12/20	\$ 20.32
Patrick Elmore	000884	PE121720	Off-Duty State Trooper 12/20	\$ 225.00
Patrick Elmore	000884	PE122020	Off-Duty State Trooper 12/20	\$ 225.00
Rizzetta & Company, Inc.	000888	INV0000055439	District Management Fees 01/21	\$ 4,059.84
Rizzetta & Company, Inc.	000904	INV0000055579	Annual Dissemination Services FY20/21	\$ 6,000.00
Rizzetta Technology Services, LLC	000889	INV0000006676	Email & Website Hosting Services 01/21	\$ 175.00
Robert J Schwarz	000895	RS122920	Off-Duty State Trooper 12/20	\$ 225.00
Timothy J Sleyzak II	000896	TS010221	Off-Duty State Trooper 01/21	\$ 225.00



## Lakeside Community Development District

### Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

Vendor Name	Check #	Invoice Number	Invoice Description	Invoice Amount
Timothy J Sleyzak II	000905	TS010921	Off-Duty State Trooper 01/21	\$ 225.00
Timothy J Sleyzak II	000890	TS121320	Off-Duty State Trooper 12/20	\$ 225.00
Withlacoochee River Electric Coop., Inc.	000907	Electric Summary 12/20	Summary Billing 12/20	<u>\$ 619.16</u>
<b>Report Total</b>				<u><b>\$ 34,123.03</b></u>



## **Tab 14**



company: Aquagenix Tampa    report group: Lakeside CDD  
title: Feb 2021  
created: 2/10/21, 8:31 AM  
modified: 2/10/21, 11:43 AM  
item count: 18

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(1)



created: 2/10/21, 11:43 AM  
modified: 2/10/21, 11:43 AM  
taken by app: Yes  
description: Map used for 2008 contract

(2)



created: 2/10/21, 8:35 AM  
modified: 2/10/21, 8:38 AM  
taken by app: Yes  
description: Pond 1 - currently being serviced  
Current condition some algae growth shoreline weeds under control.  
Treatment for algae on next service visit  
Recommendations none at this time





company: Aquagenix Tampa    report group: Lakeside CDD  
title: Feb 2021  
created: 2/10/21, 8:31 AM  
modified: 2/10/21, 11:43 AM  
item count: 18

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(3)



created: 2/10/21, 8:39 AM  
modified: 2/10/21, 8:39 AM  
taken by app: Yes  
description: Pond 2 - currently being serviced  
Current condition good Sam plutonic algae some shoreline grasses and vegetation  
Next visit treat for platonic algae and vegetation  
Recommendations at this time continue with current treatment plan



company: Aquagenix Tampa    report group: Lakeside CDD  
title: Feb 2021  
created: 2/10/21, 8:31 AM  
modified: 2/10/21, 11:43 AM  
item count: 18

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(4)



created: 2/10/21, 8:43 AM  
modified: 2/10/21, 8:43 AM  
taken by app: Yes  
description: Pond 3 - currently being serviced  
Current condition in good condition no visible algae or Shoreline vegetation  
Next visit perform an inspection and treat as necessary  
Recommendations none at this time





company: Aquagenix Tampa    report group: Lakeside CDD  
title: Feb 2021  
created: 2/10/21, 8:31 AM  
modified: 2/10/21, 11:43 AM  
item count: 18

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(5)



created: 2/10/21, 8:47 AM  
modified: 2/10/21, 8:47 AM  
taken by app: Yes  
description: Pond 4 - currently being serviced  
In good condition  
Next treatment perform an inspection and treat as necessary  
Recommendations none at this time



company: Aquagenix Tampa    report group: Lakeside CDD  
title: Feb 2021  
created: 2/10/21, 8:31 AM  
modified: 2/10/21, 11:43 AM  
item count: 18

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(6)



created: 2/10/21, 8:53 AM  
modified: 2/10/21, 8:53 AM  
taken by app: Yes  
description: Pond 5 - currently being serviced  
This pond is in good condition has a littoral shelf that is dry and not planted  
Next visit perform an inspection and treat as necessary  
Recommendations as this pond fills up from surface runoff it may be necessary to plant the shelf around the outfall structure





company: Aquagenix Tampa    report group: Lakeside CDD  
title: Feb 2021  
created: 2/10/21, 8:31 AM  
modified: 2/10/21, 11:43 AM  
item count: 18

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(7)



created: 2/10/21, 8:59 AM  
modified: 2/10/21, 8:59 AM  
taken by app: Yes  
description: Pond 6 - Currently this pond is not being treated. This is a long retention pond with a wetland area in the middle. This will need to be brought online with an initial spraying and cutting and then treating monthly to keep vegetation under control. The wetland area in the center may need to be managed.



company: Aquagenix Tampa    report group: Lakeside CDD  
title: Feb 2021  
created: 2/10/21, 8:31 AM  
modified: 2/10/21, 11:43 AM  
item count: 18

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(8)



created: 2/10/21, 8:56 AM  
modified: 2/10/21, 11:37 AM  
taken by app: Yes  
description: Pond 7 - currently being serviced  
This large lake is treated for shoreline grasses and vegetation where it butts up against homes  
There is no other treatment performed on this lake  
Next visit perform site inspections and treat for shoreline grasses and vegetation as needed  
Recommendations, monitor lake for submersed vegetation and treat as needed  
This pond wraps back around to the east where there is the water has a significant spadder dock population. It will bode well to keep this population at a manageable level





company: Aquagenix Tampa    report group: Lakeside CDD  
title: Feb 2021  
created: 2/10/21, 8:31 AM  
modified: 2/10/21, 11:43 AM  
item count: 18

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(9)



created: 2/10/21, 9:03 AM  
modified: 2/10/21, 11:16 AM  
taken by app: Yes  
description: Pond 8 - currently not being serviced  
This pond is an L-shaped pond it is not currently serviced  
It is overgrown with Primrose, cat tails other aquatic weeds and vegetations including Brazilian pepper.  
This will need an initial treatment and cut back to bring pond online.

company: Aquagenix Tampa    report group: Lakeside CDD  
title: Feb 2021  
created: 2/10/21, 8:31 AM  
modified: 2/10/21, 11:43 AM  
item count: 18

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(10)



created: 2/10/21, 9:09 AM  
modified: 2/10/21, 9:09 AM  
taken by app: Yes  
description: Pond 9 - currently not being serviced.  
This pond will need a significant treatment for the first time and probably a cut back of the vegetation and removal of the excess vegetation.





company: Aquagenix Tampa    report group: Lakeside CDD  
title: Feb 2021  
created: 2/10/21, 8:31 AM  
modified: 2/10/21, 11:43 AM  
item count: 18

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(11)



created: 2/10/21, 9:12 AM  
modified: 2/10/21, 11:38 AM  
taken by app: Yes  
description: Pond 10 - currently not being serviced.  
This pan has water in it so probably a shore line treatment for the grass and vegetation. cutting it down and removing excess material before maintaining Shoreline vegetation  
This pond has significant submersed weeds and will need to be treated for that



company: Aquagenix Tampa    report group: Lakeside CDD  
title: Feb 2021  
created: 2/10/21, 8:31 AM  
modified: 2/10/21, 11:43 AM  
item count: 18

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(12)



created: 2/10/21, 9:21 AM  
modified: 2/10/21, 11:39 AM  
taken by app: Yes  
description: Pond 11 - currently not being serviced.  
This small retention pond is full of cattails and shoreline vegetation. It will need to be treated and cut back before routine maintenance can begin

(13)



created: 2/10/21, 9:23 AM  
modified: 2/10/21, 11:39 AM  
taken by app: Yes  
description: Pond 12 - currently not being serviced.  
This pond will need significant treatment cattails and overgrowth on the shoreline  
They will need to be cut and removed before routine maintenance can begin





company: Aquagenix Tampa    report group: Lakeside CDD  
title: Feb 2021  
created: 2/10/21, 8:31 AM  
modified: 2/10/21, 11:43 AM  
item count: 18

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(14)



created: 2/10/21, 9:27 AM  
modified: 2/10/21, 11:40 AM  
taken by app: Yes  
description: Pond 13 - this pond is being serviced  
Current condition some shoreline weeds present along with beneficial plants that are in good condition.  
Next treatment treat for shoreline grasses in vegetation will need to schedule a boat in here to spray for cat tails.  
Recommendations maintain beneficial plant material keep cat tails and they maintained manner so they do not become out of control and eventually cover the pond



company: Aquagenix Tampa    report group: Lakeside CDD  
title: Feb 2021  
created: 2/10/21, 8:31 AM  
modified: 2/10/21, 11:43 AM  
item count: 18

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(15)



created: 2/10/21, 9:29 AM  
modified: 2/10/21, 9:29 AM  
taken by app: Yes  
description: Pond 14 - currently being serviced.  
Current condition is good minimal to no vegetation or algae.  
Next treatment complete inspection and treat as necessary  
Recommendations need to address the washed out area around storm water inlet pipe on north east corner will need riprap soil and sod





company: Aquagenix Tampa    report group: Lakeside CDD  
title: Feb 2021  
created: 2/10/21, 8:31 AM  
modified: 2/10/21, 11:43 AM  
item count: 18

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(16)



created: 2/10/21, 9:34 AM  
modified: 2/10/21, 9:34 AM  
taken by app: Yes  
description: Pond 15 - currently being serviced  
Current condition good next day visit inspect and treat as necessary and no recommendation



company: Aquagenix Tampa    report group: Lakeside CDD  
title: Feb 2021  
created: 2/10/21, 8:31 AM  
modified: 2/10/21, 11:43 AM  
item count: 18

---

(17)



created: 2/10/21, 9:31 AM  
modified: 2/10/21, 11:41 AM  
taken by app: Yes  
description: Pond 16 - is being serviced at this time.  
Current treatment is for Shoreline vegetation control.  
Next treatment visit inspect and treat where necessary.  
Recommendations, this pond has significant growth of Spatterdock and cat tails, a discussion needs to happen regarding if the current condition is acceptable or if it needs to be treated to a specific amount of the cattails and spatterdock





company: Aquagenix Tampa    report group: Lakeside CDD  
title: Feb 2021  
created: 2/10/21, 8:31 AM  
modified: 2/10/21, 11:43 AM  
item count: 18

---

(18)



created: 2/10/21, 9:38 AM  
modified: 2/10/21, 9:38 AM  
taken by app: Yes  
description: Pond 17 - is currently being serviced.  
Current condition is good minimal shoreline vegetation and algae  
Next site visit complete an inspection and treatment as necessary.  
Recommendations we need to install riprap on north west corner of storm inlet structure to prevent washout of shoreline in the future.



## **Tab 15**



# LAKE SIDE

---

## FIELD INSPECTION REPORT



February 9, 2021  
Rizzetta & Company  
Jason Liggett - Field Services Manager



Rizzetta & Company  
Professionals in Community Management



# SUMMARY, MAIN ENTRANCE & HUDSON AVE

## General Updates, Recent & Upcoming Maintenance Events.

- ❖ All Saint Augustine to receive 24-0-11 w/ Barricade at 1Lb N/1000sq ft in February.
- ❖ All Ornaments to receive 25-0-12 100% poly covered at 5 Lb /1000sq ft in March.
- ❖ Continue to work on red items on report.

The following are action items for Brightview to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation.

1. In the center island at the Lakeside entrance remove weeds from Liriope stands.
2. Remove any dead Knockout Roses in the center island at the main entrance.(Pic 2)
7. Treat beds weed in the Inbound beds on Lakemont Drive before Newport Shores Drive.
8. Remove vines in Hollie on the outbound side of Lakemont Drive in the One-Way Island.



9. Remove two dead hollies in the bed on the Outbound side of Lakemont Drive. This is in one-way island.(Pic 9)
10. Remove moss hanging from trees in the one-way island on Lakemont drive.(Pic 10)



3. Treat Jasmine Minima at the Main Entrance monument sign with a selective herbicide.
4. Remove vines from Parsoni Juniper in the center island on Lakemonte Drive.
5. Continue to improve detail in the ROW bed on Lakemont Drive.
6. Remove Magnolia Tree droppings on Lakemont Drive. This goes for the entire community.
11. Remove palm chutes under the same tree as above in the Jasmine.



# HIGGINS, CREST LAKE DRIVE, NEWPORT SHORES

12. Remove Magnolia Leaf droppings at the Higgins Lane Center Island.

13. Remove dead Knockout roses on the Northside of Higgins Lanes.

14. Eradicate bed weeds in Inbound Lane beds on Higgins Lane right before Lugano Court.

15. Remove Oak sucker that has grown in the fence on Crest Lake Drive at the first common area tract.(Pic 15)



16. Trim low hanging branches at the North cull d Sac on Bee Tree Court.(Pic 16)



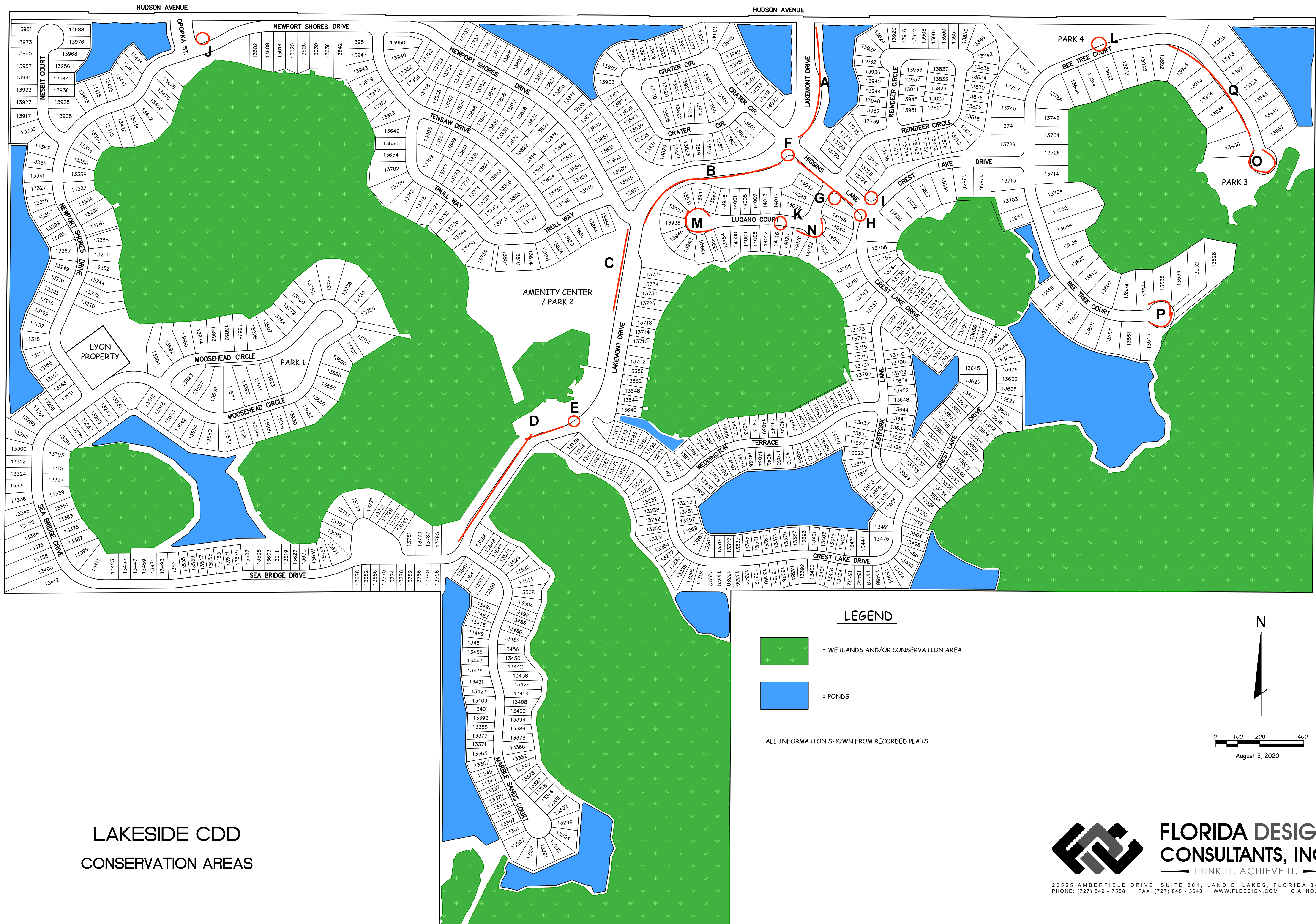
17. Remove palm chute sticking un in Fakahatchee grass Newport shore common area. This is in the bed next to house.

18. Remove moss from trees at the Newport Shore common area tract to the east of the entrance. (Pic 18)





## **Tab 16**





LAKESIDE CDD  
CONSERVATION AREAS

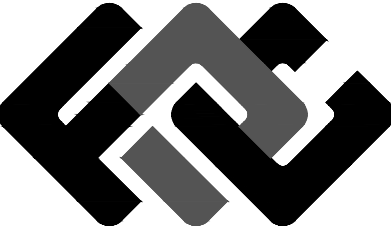
LEGEND

-  = WETLANDS AND/OR CONSERVATION AREA
-  = PONDS

ALL INFORMATION SHOWN FROM RECORDED PLATS



0 100 200 400  
August 3, 2020



FLORIDA DESIGN  
CONSULTANTS, INC.  
— THINK IT. ACHIEVE IT. —

20525 AMBERFIELD DRIVE, SUITE 201, LAND O' LAKES, FLORIDA 34638  
PHONE: (727) 849 - 7588 FAX: (727) 848 - 3648 WWW.FLDESIGN.COM C.A. NO. 7421



## **Tab 17**





February 15, 2021

Proposal #12069221

Contact

Josh Phelps  
Phone: 727 849-7588  
jphelps@fldesign.com

Customer

Florida Design Consultants, Inc.  
20525 Amberfield Drive #201  
Land O Lakes, Florida 34638

Job

Lakeside  
Higgins Lane & Lakemont Drive  
Hudson, Florida 34669

**PROPERTY IMPROVEMENTS**

**Concrete Sidewalk Repairs and Concrete Sidewalk Grinding**

1. Demo concrete sidewalk and remove the smaller lateral roots, and grind the larger main roots, in 2 areas totaling approximately 124 square feet (Concrete saws must be used in conjunction with water to avoid dust accumulation).
2. Haul debris from site.
3. Set forms and pour 2 new sections of 4" concrete sidewalk totaling approximately 124 square feet using 3,000 PSI concrete reinforced with commercial fiber mesh.
4. Apply a broom finish and apply control joints as required.
5. Grind down 1 area of sidewalk totaling approximately 4 linear feet.
6. Clean up the job site.

**Labor and Material - \$3,999.00**

**Notes:**

\*WORK TO BE DONE IN ONE MOBILIZATION, WHICH COVERS THE DURATION AND COMPLETION OF THE PROJECT. IF ADDITIONAL MOBILIZATIONS ARE REQUESTED BY THE CUSTOMER THE ADDITIONAL MOBILIZATIONS WILL BE AN EXTRA CHARGE.

\*WORK TO BE DONE ON WEEKENDS AND WEEKDAYS DURING DAYLIGHT HOURS.

\*ACPLM IS NOT RESPONSIBLE FOR LANDSCAPING AND SOD, DAMAGED OR REMOVED DURING CONSTRUCTION.

\*DURING THE GRINDING PROCESS, CONCRETE MAY CRACK FROM THE PRESSURE OF THE ROOTS AND THE WEIGHT OF THE GRINDER. IF THIS HAPPENS, IT WILL BE BROUGHT TO MANAGEMENT'S ATTENTION FOR A CHANGE ORDER TO REPLACE CONCRETE SIDEWALK PANEL.

\*CONCRETE SAW CUTTING AND GRINDING WILL CAUSE DUST TO ACCUMULATE IN THE AIR AND WIND WILL CAUSE THE DUST TO SETTLE ON NEARBY PARKED CARS AND BUILDING STRUCTURE.

\*NOT INCLUDED IN THIS PROPOSAL ARE IMPACT FEES, TESTING, AS-BUILT DRAWINGS, SURVEY, EROSION CONTROL, DUMPSTER ENCLOSURE, TREE REMOVAL, STUMP REMOVAL, SOD AND ENGINEERING.



Office: 813.633.0548  
Fax: 813.634.2686



www.acplm.net



2010 S 51st Street,  
Tampa, FL 33619



February 15, 2021

Proposal #12069221

Contact

Josh Phelps  
Phone: 727 849-7588  
jphelps@fldesign.com

Customer

Florida Design Consultants, Inc.  
20525 Amberfield Drive #201  
Land O Lakes, Florida 34638

Job

Lakeside  
Higgins Lane & Lakemont Drive  
Hudson, Florida 34669

**PROPERTY IMPROVEMENTS**

**Notes con nued:**

- \*ACPLM IS NOT RESPONSIBLE FOR DAMAGE TO UNDERGROUND UTILITIES TO INCLUDE PUBLIC UTILITIES AND PRIVATE UTILITIES SUCH AS, BUT NOT LIMITED TO, PHONE AND CABLE LINES. ANY ADDITIONAL WORK REQUIRED BY ANY ADDITIONAL OF THESE TYPE OF ITEMS, WILL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER.
- \*THIS WORK WILL NOT CORRECT ANY EXISTING DRAINAGE PROBLEMS ON SITE. SLOPES WITH LESS THAN ¼ OF AN INCH OF FALL PER FOOT ARE CONSIDERED FLAT AND ACPLM WITH NOT BE RESPONSIBLE FOR PONDING OF WATER. \*DUE TO THE ELEVATIONS IN THE EXISTING PARKING LOT, IT CANNOT BE GUARANTEED THAT STANDING WATER WILL BE 100% ELIMINATED.
- \*ACPLM IS NOT RESPONSIBLE FOR ANY PERSONS WHO WRITES OR DRAWS IN THE NEW CONCRETE DURING THE CONCRETES CURING TIME. A CHANGE ORDER WILL BE REQUIRED TO FIX DAMAGED AREAS CAUSED BY VANDALISM.
- \*IN ORDER TO ENSURE PROPER STRUCTURAL STRENGTH TO THE NEWLY POURED CONCRETE, IT IS RECOMMENDED THAT ALL TRAFFIC STAY OFF THE NEW CONCRETE FOR A MINIMUM OF 24 HOURS.
- \*IT IS CUSTOMER'S RESPONSIBILITY TO HAVE A TOWING COMPANY ON SITE AND AVAILABLE FOR TOWING VEHICLES OBSTRUCTING THE JOB SITE. IF VEHICLES CANNOT BE MOVED IN A TIMELY MANNER, WE WILL NEED TO RESCHEDULE THE WORK AND A CHANGE ORDER WILL BE REQUIRED FOR THE ADDITIONAL MOBILIZATION.
- \*BARRICADES WILL BE PROVIDED TO CLOSE OFF WORK AREAS. THIS CONTRACTOR IS NOT RESPONSIBLE FOR PERSONS ENTERING AREAS CLOSED OFF WITH BARRICADES, DAMAGE TO PROPERTY OR INJURY TO PERSONS ENTERING THE AREA.
- \*PERMIT FEES AND PROCUREMENT FEES ARE NOT INCLUDED. THE COST OF THE PERMIT, IF REQUIRED, AND ALL COSTS ASSOCIATED WITH OBTAINING A PERMIT, AND ANY ADDITIONAL WORK, TESTING OR INSPECTIONS REQUIRED BY THE PERMIT, WILL BE AN EXTRA COST THAT SHALL BE PAID BY THE CUSTOMER.
- \*90% OF THE CONTRACT AMOUNT AND CHANGE ORDERS MUST BE PAID PRIOR TO COMPLETING PUNCH LIST ITEMS AND/OR CHANGES FOR ADDITIONAL WORK REQUIRED BY CITIES OR MUNICIPALITIES.
- \*MATERIAL AND WORKMANSHIP ARE GUARANTEED FOR 12 MONTHS.



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2010 S 51st Street,  
Tampa, FL 33619





February 15, 2021

Proposal #12069221

Contact

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Customer

Florida Design Consultants, Inc.  
20525 Amberfield Drive #201  
Land O Lakes, Florida 34638

Job

Lakeside  
Higgins Lane & Lakemont Drive  
Hudson, Florida 34669

## Customer Billing Informaon Form

Thank you for choosing ACPLM. To ensure we contact the correct person for any billing correspondence and ques ons, please fill out the Billing Contact Informa on below and send back with your signed proposal. We look forward to working with you.

The terms of your contract are:

- Terms – Net Upon Completion

Acceptance of Terms – Payment will be made as outlined above. All payments later than 30 days after the due date shall bear interest at 18% per annum.

Bill To (Name and Address):

Job Site Name and Address:

Billing Contact Information :

Billing Phone Number:

Email Address:

ACPLM Authorized Signature\_\_\_\_\_

Customer's Authorized Signature\_\_\_\_\_

Date of Acceptance\_\_\_\_\_



Office: 813.633.0548  
Fax: 813.634.2686



www.acplm.net



2010 S 51st Street,  
Tampa, FL 33619



February 15, 2021

Proposal #12069221

Contact

Josh Phelps  
Phone: 727 849-7588  
jphelps@fldesign.com

Customer

Florida Design Consultants, Inc.  
20525 Amberfield Drive #201  
Land O Lakes, Florida 34638

Job

Lakeside  
Higgins Lane & Lakemont Drive  
Hudson, Florida 34669

**PROPERTY IMPROVEMENTS**

**Terms – Net Upon Completion**

ACPLM Authorized Signature \_\_\_\_\_  
Richard Ostrander  
Cell: 813 753-4486 rostrander@acplm.net

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. All payments later than 30 days after the due date shall bear interest at 18% per annum.

Date of Acceptance \_\_\_\_\_

Customer's Authorized Signature \_\_\_\_\_

**Terms and Conditions:** Payment is due in full upon project completion unless prior arrangements have been made in advance. If any legal action arises out of this agreement or breach thereof, the customer will be responsible for all attorney fees and incurred late fees. Any alteration or deviation from the above specifications involving extra costs of material or labor will be an additional charge outside of the scope listed in this proposal. Sprinkler systems on the property are to be off for the duration of the project. Customer assumes responsibility for removing all vehicles from the area outlined above.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or authorized deviation from the original specifications, involving extra cost, to be executed only upon receiving written change orders and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents, weather or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our employees are fully covered by Workers Compensation Insurance. Due to the unpredictable movement of material and production costs, this proposal is good for 60 days from proposal date, after which prices are subject to change to accommodate current industry pricing.

**Proposal Amount - \$3,999.00**



Office: 813.633.0548  
Fax: 813.634.2686

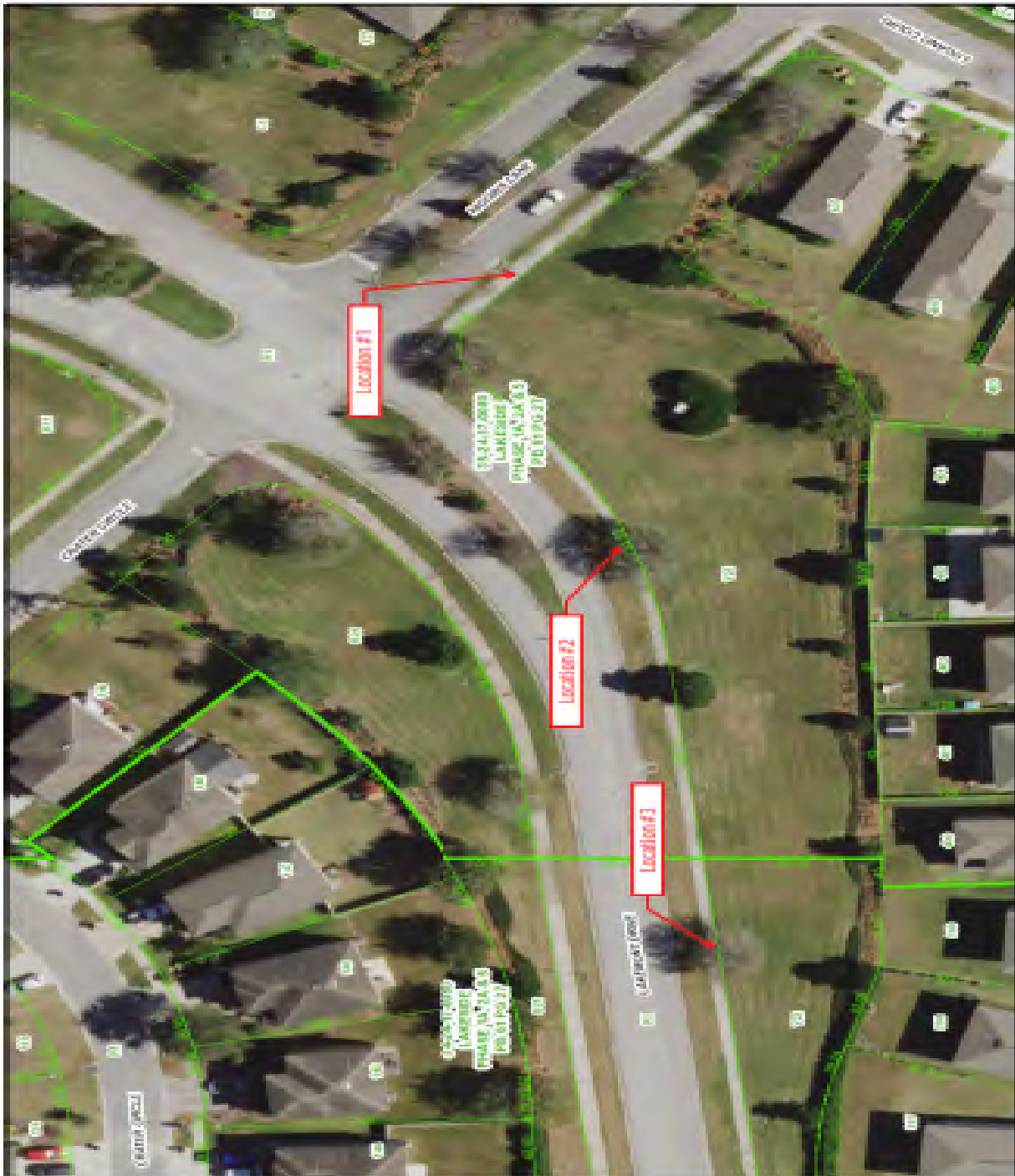


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2010 S 51st Street,  
Tampa, FL 33619





#1 - 5x21 Remove and Replace

#2 - 4 Ln Grind

#3 - 4x10 Remove and Replace



Office: 813.633.0548  
Fax: 813.634.2686



[www.acplm.net](http://www.acplm.net)



2010 S 51st Street,  
Tampa, FL 33619

**Site Masters of Florida, LLC**  
5551 Bloomfield Blvd.  
Lakeland, FL 33810  
Phone: (813) 917-9567  
Email: tim.sitemastersofflorida@yahoo.com

---

**PROPOSAL**

**Lakeside CDD**

**Sidewalk Repairs**

**2/18/2021**

---

**Repair sidewalks at locations identified by District Engineer**

1) @ Inlet near SE Corner Lakemont/Higgins	
- remove and replace 21' of sidewalk	<b>\$2,000</b>
2) @ 2nd tree SW of Higgins on Lakemont	
- grind raised edges of adjacent panels	<b>\$100</b>
3) @ 4th tree SW of Higgins on Lakemont	
- remove and replace 10' of sidewalk	<b>\$1,000</b>
<b>TOTAL</b>	<b>\$3,100</b>

**NOTES:**

Removal and replacement includes removal of underlying roots  
Concrete and root debris will be disposed offsite  
Irrigation repairs not included



## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 12<sup>th</sup> day of February, 2021 by and between FLORIDA DESIGN CONSULTANTS, INC. (FDC), 20525 Amberfield Drive, Suite 201, Land O' Lakes, FL 34638 Phone: 727-849-7588 Fax: 727-848-3648 and Lakeside CDD c/o Rizzetta & Company, 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 ("CLIENT") on the terms and conditions listed below and Pages 2 and 3 of this Agreement for Professional Services.

Project Name: Lakeside (Pier Erosion)

FDC Project No.: TBD

FDC Agreement No.: 21-064A

Name and Address of Record Owner of Property (if not CLIENT): Lakeside CDD & Lakeside Community Association, Inc.

Legal Description of Property: Tracts P2-1 and E2-1 of Lakeside Phase 1A, 2A & 5 as recorded in PB 61, PG 27.

Section 34, 35 Township 24 Range 17

Description of Services to be Performed:

A. Engineering Design- As a solution to the erosion at the base of the pier, FDC will prepare construction plans showing earthwork to redirect runoff from upgradient lawn areas away from the sidewalk/pier connection. This will be accomplished by proposing landscaped earthen berms and/or swales along the outside edges of the sidewalk and pier entrance. A slope protection barrier consisting of 6x6 timbers (railroad ties) will be proposed at the base of the slope perpendicular to and under the pier to reduce further washout. Additional stone material would also be proposed as backfill into the existing geo grid upslope of the barrier. Settled portions of sidewalk leading up to the pier will be identified for replacement. No permitting is proposed for this work.

B. Topographic Survey - Prepare a topographic survey of a 70' x 60' area in the vicinity of the pier erosion repair.

### I. FEE:

The fee for providing the requested service shall be: (A) ☒ (B) ☐ (C) ☐

(A) A Lump Sum Charge of A. \$ 2,800 B. \$ 1,250

(B) A Time Charge Hourly Rates/Budget Estimate Amount of \_\_\_\_\_

(C) A Time and Material Charge utilizing current hourly rates (attached).

Note: Hourly rates outlined in this Agreement are subject to change on January 1<sup>st</sup> of each year.

In addition, the CLIENT will be responsible for out-of-pocket expenses attributable to the project, which will be charged at cost plus a 15% administrative charge. Typical out-of-pocket expenses include travel, long distance toll calls, printing and reproduction costs, permit and processing fees, costs associated with outside consultants and other similar costs.

CLIENT: **LAKESIDE CDD C/O RIZZETTA & COMPANY**

FLORIDA DESIGN CONSULTANTS, INC.

SIGNED: \_\_\_\_\_

SIGNED: 

PRINTED NAME: \_\_\_\_\_

TYPED NAME: **Alfonso A. Belluccia, P.E.**

TITLE: \_\_\_\_\_

TITLE: **Executive Vice President**

DATE: \_\_\_\_\_

DATE: 2/12/21

## PROVISIONS

1. **ACCEPTANCE:**

Execution of this Agreement indicates that the CLIENT understands and agrees that this document is an enforceable contract and that performance and compliance with all of its stated terms and conditions is required.

2. **PAYMENT:**

Payment for the services outlined in this Agreement will be made within thirty (30) calendar days from the invoice date for any portion of the work. If payment is not made in this manner, FDC may, in its sole discretion and upon seven days' written notice to the CLIENT, suspend performance of services under this Agreement. Unless payment in full is received by FDC within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, FDC shall have no liability to the CLIENT for delay or damage experienced by the CLIENT as a result in whole or in part of such suspension of services.

The CLIENT agrees that invoices not paid after they have been outstanding for thirty (30) calendar days shall accrue interest at 1-1/2% per month.

3. **TERMINATION:**

This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of the CLIENT to make payments to FDC in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

4. **AUTHORIZATION TO PROCEED:**

Unless stated otherwise in the Agreement, CLIENT'S execution of this Agreement will constitute authorization for FDC to proceed with the work.

5. **INDIVIDUAL LIABILITY:**

PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2019), INDIVIDUAL EMPLOYEES OR AGENTS OF FDC MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

6. **LIMITS OF LIABILITY:**

FDC's liability for damages to the CLIENT shall not exceed, to the maximum extent permitted by law, the compensation received by FDC in accordance with this Agreement. The limitations of liability apply whether liability arises due to breach of contract or warranty; tort, including negligence, statutory liability, or any other cause of action. Per paragraph 5 and as per Florida Statute §558.0035, no individual employees or agents of FDC may be held individually liable for negligence. CLIENT'S sole legal remedy for said negligence is against FDC and subject to the limitations of liability provided herein.

7. **THIRD PARTY BENEFICIARIES:**

This Agreement gives no rights, benefits, etc. to anyone other than the CLIENT and FDC and both parties agree that there are no third party beneficiaries. However, to the extent that the professional services FDC is tasked to perform are for the benefit, in whole or in part, of a third party said third party shall be bound by the limitations of liability identified in paragraphs 5 and 6 of this Agreement.

8. **APPLICABLE LAW; VENUE; ATTORNEYS' FEES AND COSTS:**

This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of this Agreement shall be instituted and maintained exclusively in the Circuit or County Courts in and for Pasco County, Florida, or the United States District Court for the Middle District of Florida. If FDC should prevail in any action against the CLIENT alleging the CLIENT'S nonperformance of this Agreement, FDC shall be entitled to recover from the CLIENT all attorneys' fees, litigation expenses, and collection costs incurred by FDC in connection with such action.



## **PROVISIONS**

**(continued)**

9. **CLIENT SUPPLIED INFORMATION:**

The CLIENT understands and agrees that unless stated otherwise within this Agreement, all information, plans, reports, data, etc. provided by the CLIENT or the CLIENT'S consultants, agents, etc. will be relied upon by FDC as being correct and accurate. FDC will not be held responsible for errors, corrections, rework, etc. that may be required as a result of FDC's reliance upon these documents.

10. **SEVERABILITY AND SURVIVAL:**

In the event that any provisions of this Agreement are found to be invalid, illegal or unenforceable, the enforceability of all remaining provisions shall not be thereby impaired. Termination of this Agreement, regardless of the cause, shall have no effect on the individual or corporate limitations of liabilities outlined in this Agreement.

11. **OWNERSHIP OF DOCUMENTS (REVISED):**

Any plans, reports or other documents prepared by FDC as a result of this Agreement are the property of the CLIENT and FDC. The CLIENT has a right to any originals or copies of any documents by paying the appropriate copying costs.

12. **ASSIGNABILITY:**

This Agreement is not assignable by the CLIENT without the written authorization of FDC.

13. **MERGER:**

This Agreement is the final negotiated Agreement between FDC and CLIENT and it supersedes and replaces any and all prior oral or written Agreements. This Agreement may only be modified in writing signed by the parties.

## Memorandum

To: Lakeside CDD

From: Florida Design Consultants, Inc.

Date: February 12, 2021

Subject: Lakeside Boundary Issues

As requested, Florida Design Consultants, Inc. (FDC) visited 13940 and 13937 Lugano Court (Lots 393 & 395 respectively) in order to investigate the lot boundary issues:

### 13940 Lugano Court (Lot 393)

After receiving permission from the home owner, a field visit was performed and measurements were taken starting at the rear southernmost corner of the structure to the adjacent property line. A distance of 39.5 feet was measured in the direction and distance presented in the Lot Survey. The termination of the measured distance was a 12" Oak tree and appears to be planted on or at least very near the property line (professional survey would be required to precisely determine). The second measurement was taken from the rear southwest corner of the covered concrete patio, where 34.2 feet was measured directly adjacent from the pad to the property line. The large hedge row and a secondary planting row is located on private property. The third measurement was taken at the rear northwest corner of the covered concrete patio, and 33.3 feet was measured directly adjacent from the concrete pad to the property line. Again, the large hedge row and a secondary planting row were located on private property. The large hedge row is approximately 27 feet long and varies from 5' -6' in width. The entirety of the hedge row appears to be located on the Lot 393 and not the CDD owned property.



Picture #1: rear southwest corner of building, view to southwest (to property line)





Picture #2: Measured distance 29.5' to Base of 12" Tree



Picture #3: First measured location, view to the north along property line





Picture #4: Rear southwest corner of covered patio



Picture #5: measured distance of 34.2'





Picture #6: second measured location, view to the northeast toward the house



Picture #7: Rear northwest corner of covered patio



Picture #8: Measured distance of 33.3'





Picture #9: Third measured location, view to northeast toward the house

### 13937 Lugano Court (Lot 395)

After receiving permission from the home owner, a field visit was performed and measurements were taken starting at the rear southwest most corner of the structure to the adjacent property. A distance of 38.5 ft was measured in the direction and distance presented in the Lot Survey to the existing vinyl fence. The process was repeated again at the rear northwest corner of the building and a measurement of 37.25 ft was recorded at the vinyl existing fence. From field measurements taken, the existing fence was constructed inside of the property line at a varying offset distance. After inspecting the hedge row behind the existing fence, it appears the hedge row was planted on CDD property given that a buffer was observed between the hedge row and the private fence (professional survey would be required to precisely determine hedge row location).



Picture #10: Rear southwest pad corner





Picture #11: Measured distance of 38.5 ft



Picture #12: Rear northwest building corner



Picture #13: Measured distance of 37.25'





Picture #14: Buffer Area, view to northeast along property line



Picture #15: Buffer area, view to southwest along property line



# RECORD SURVEY (FINAL)

LOT 393  
LAKESIDE PHASE 1A, 2A, & 5  
PASCO COUNTY, FLORIDA.

## LEGEND:

E00.00 = EXISTING GRADE

PREPARED FOR & CERTIFIED TO:

NORTH AMERICAN TITLE CO.

NORTH AMERICAN TITLE INSURANCE CO.

UNIVERSAL AMERICAN MORTGAGE CO., LLC

JAMIE REED AND STEVEN REED

SEC. 34, TWP. 24 S, RNG. 17 E.

BEARING BASIS:

SOUTHEASTERLY LOT LINE OF LOT 393 BEING S 38°51'39" W



THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. ALSO SUBJECT TO SETBACKS, EASEMENTS AND RESTRICTIONS OF RECORD.

UNDERGROUND FOOTER, STEM WALL, AND UNDERGROUND UTILITIES ARE NOT LOCATED OR SHOWN.

DO NOT SCALE THIS PRINT. DIMENSIONS AND NOTES TAKE PREFERENCE.

DESCRIPTION NOT CONTAINING PLAT BOOK AND PAGE INDICATES THAT PLAT IS IN PRELIMINARY STAGE AND IS SUBJECT TO CHANGE AND/OR REVISION.

CERTAIN DATA SHOWN HEREON BASED ON ENGINEERING PLANS PROVIDED BY CLIENT.

STRUCTURE TIES SHOWN HEREON DENOTES MEASUREMENT FROM FORM BOARDS/FOUNDATION TO PROPERTY LINE.

PURPOSE OF SURVEY: TO OBTAIN HORIZONTAL AND/OR VERTICAL DIMENSIONAL DATA TO SHOW CONSTRUCTION IMPROVEMENTS

- \* = 10' UTILITY EASEMENT
- \*\* = 7.5' DRAINAGE/ACCESS EASEMENT
- \*\*\* = 5' DRAINAGE EASEMENT

LUGANO COURT

(R/W VARIES)  
(TRACT R-1)

PCP(P)

LOT 394

LARGE HEDGE APPROXIMATELY 27' LONG BY 5'-6' WIDE (WIDTH VARIES) WITH SECONDARY HEDGE (NOT SHOWN) PLANTING IN REAR

MEASURED 55.5' TO PROPERTY LINE. SEE PICTURE #9

MEASURED 34.2' TO PROPERTY LINE. SEE PICTURE #6

TRACT Y2-1 DRAINAGE AREA/ ACCESS EASEMENT

MEASURED 39.5' TO PROPERTY LINE (ADJACENT TO BASE OF EXISTING TREE. SEE PICTURE #1)

HEDGE LOCATIONS DEPICTED ARE APPROXIMATE

LOT 392

FLOOD ZONE REVISED PER LETTER OF MAP REVISION CASE No.: 07-04-1568A DATED: 1/30/2007

## DESCRIPTION:

LOT 393, MAP OR PLAT ENTITLED "LAKESIDE PHASE 1A, 2A, & 5", AS RECORDED IN PLAT BOOK 61, PAGES 27 THROUGH 62, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

### CURVE DATA

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA	P&M
C637	60.00'	33.89'	33.44'	S 34°57'32" E	32°21'39"	P&M
C646	175.71'	99.24'	97.93'	N 34°57'32" W	32°21'39"	P&M

### LOWEST FLOOR ELEVATIONS:

LIVING AREA: 43.34'  
GARAGE AREA: 42.83'  
ELEVATIONS REFERENCED TO NATIONAL GEODETIC VERTICAL DATUM OF 1929. MEAN SEA LEVEL= 00.00 FT.

APPARENT FLOOD HAZARD ZONE: "X" COMMUNITY PANEL NO. 120230 0205 D EFFECTIVE DATE: 09/30/1992

Project Number: \_\_\_\_\_

Square Feet: 7701.74 ±

LENNAR

## LEGEND:

(C)= CALCULATED DATA, (D)= DEED DATA, (M)= MEASURED DATA, (P)= PLAT DATA, C= CENTERLINE, A/C= AIR CONDITIONER, B/C= BACK OF CURB, C/S= CONCRETE SLAB, CH= CHORD, CHB= CHORD BEARING, CLF= CHAIN LINK FENCE, CONC= CONCRETE, COV= COVERED, E/P= EDGE OF PAVEMENT, ESM'= EASEMENT, F/C= FENCE CORNER, FCM= FOUND CONCRETE MONUMENT, FIP= FOUND IRON PIPE, FIR= FOUND IRON ROD, FN&D= FOUND NAIL & DISK, FPP= FOUND PINCHED

RECORD SURVEY (FINAL)  
 LOT 395  
 LAKESIDE PHASE 1A, 2A, & 5  
 PASCO COUNTY, FLORIDA.

SEC. 34, TWP. 24 S, RNG. 17 E

BEARING BASIS:

SOUTHERLY LOT LINE OF LOT 395 BEING N 76°25'04" W

N  
 SCALE: 1" = 30'

THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. ALSO SUBJECT TO SETBACKS, EASEMENTS AND RESTRICTIONS OF RECORD.

UNDERGROUND FOOTER, STEM WALL, AND UNDERGROUND UTILITIES ARE NOT LOCATED OR SHOWN

DO NOT SCALE THIS PRINT. DIMENSIONS AND NOTES TAKE PREFERENCE.

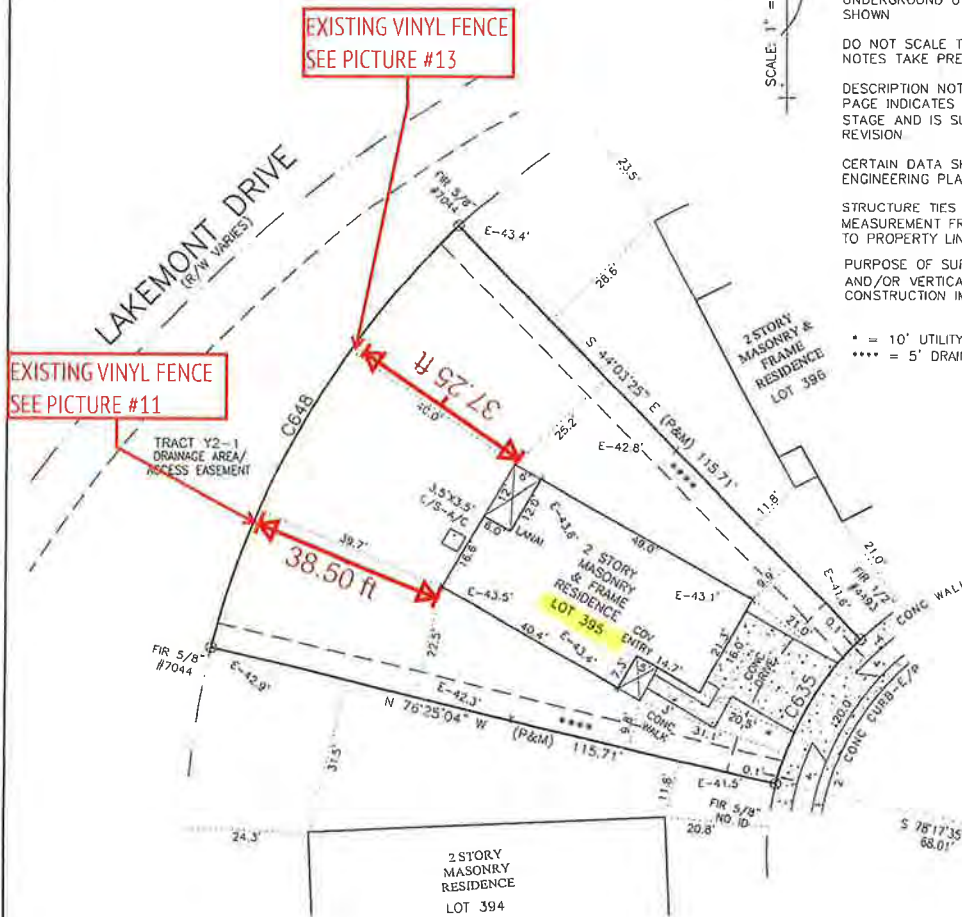
DESCRIPTION NOT CONTAINING PLAT BOOK AND PAGE INDICATES THAT PLAT IS IN PRELIMINARY STAGE AND IS SUBJECT TO CHANGE AND/OR REVISION.

CERTAIN DATA SHOWN HEREON BASED ON ENGINEERING PLANS PROVIDED BY CLIENT.

STRUCTURE TIES SHOWN HEREON DENOTES MEASUREMENT FROM FORM BOARDS/FOUNDATION TO PROPERTY LINE.

PURPOSE OF SURVEY: TO OBTAIN HORIZONTAL AND/OR VERTICAL DIMENSIONAL DATA TO SHOW CONSTRUCTION IMPROVEMENTS

\* = 10' UTILITY EASEMENT  
 \*\*\*\* = 5' DRAINAGE EASEMENT



LEGEND:  
 E-00.0 = EXISTING GRADE

CURVE DATA (P&M)

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C635	60.00'	33.89'	33.44'	S 29°45'45" W	32°21'39"
C648	175.71'	99.24'	97.93'	N 29°45'45" E	32°21'39"

DESCRIPTION:

LOT 395, MAP OR PLAT ENTITLED "LAKESIDE PHASE 1A, 2A, & 5", AS RECORDED IN PLAT BOOK 61, PAGES 27 THROUGH 62, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

PREPARED FOR & CERTIFIED TO:  
 NORTH AMERICAN TITLE CO.  
 NORTH AMERICAN TITLE INSURANCE CO.  
 UNIVERSAL AMERICAN MORTGAGE CO., LLC  
 SHANNON SALAS AND DANIEL SALAS

LOWEST FLOOR ELEVATIONS:  
 LIVING AREA: 44.01'  
 GARAGE AREA: 43.56'  
 ELEVATIONS REFERENCED TO  
 NATIONAL GEODETIC VERTICAL  
 DATUM OF 1929, MEAN SEA  
 LEVEL= 00.00 FT.

APPARENT FLOOD HAZARD ZONE: "X" COMMUNITY PANEL NO. 120230 0205 D EFFECTIVE DATE: 9/30/92