



Rizzetta & Company

Lakeside Community Development District

Board of Supervisors Meeting December 15, 2021

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

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	Chair
Linda Ramlot	Vice Chair
Samantha Manning	Assistant Secretary
Christina Brooks	Assistant Secretary
Gordon Dexter	Assistant Secretary

District Manager

Lynn Hayes Rizzetta & Company, Inc.

District Counsel

Alyssa Willson Kutak Rock LLP

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.

December 14, 2021

**Board of Supervisors
Lakeside Community
Development District**

REVISED FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Lakeside Community Development District will be held on **Thursday, December 15, 2021, at 11:00 a.m.** at the offices of Rizzetta & Company located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The following is the agenda for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A. Consideration of Geotech Proposal-Road Conditions at Bee Tree Court..... Tab 1
 - B. Consideration of Redtree Landscape Proposals..... Tab 2
 - C. Consideration of Painting Proposals Tab 3
 - D. Consideration of WREC Street Light Proposal (USC)..... Tab 4
 - E. Consideration of Stormwater Needs Analysis Proposal ... Tab 5
 - F. Consideration of Site Masters Proposals Tab 6
 - G. Consideration of Resolution 2022-01, Adopting Prompt Payment Policies Tab 7
 - H. Consideration of Letter Agreement with Master Developer..... Tab 8
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisor's Meeting held on November 17, 2021 Tab 9
 - B. Consideration of Operation and Maintenance Expenditures for November 2021 Tab 10
 - C. Presentation of Field Inspection Report Tab 11
 - D. Presentation of Field Inspection Report with Landscaper's Comments .. Tab 12
 - E. Presentation of Aquatics Report Tab 13
 - F. Discussion of Pond Banks and Wetland Areas Tab 14
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 1. Update on Completion of Lakeside CDD Public Facilities Report
 - C. District Manager Report Tab 15
- 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

December 6, 2021

Mr. Alfonso A. Belluccia, PE
Florida Design Consultants, Inc.
20525 Amberfield Drive, Suite 201
Land O'Lakes, Florida 34638

**RE: Proposal for Visual Pavement Survey
Lakeside Subdivision
Pasco County, Florida
FES Proposal No.: P21-8084**

Dear Mr. Belluccia:

Faulkner Engineering Services, Inc. (FES) appreciates the opportunity to submit this visual pavement survey proposal for the referenced project. Within this proposal we have provided our understanding of the project, our projected scope of services, our fee estimate and our tentative schedule.

PROJECT BACKGROUND

Based on the information provided by Mr. Al Belluccia, P.E., we understand that minor cracks have appeared at the pavement surface at different locations of the interior roads of the Lakeside Subdivision located in Pasco County, Florida.

A site inspection has been requested to evaluate the cracking and provide recommendation for further evaluation/testing, if necessary.

PROPOSED SCOPE OF SERVICES

Based on the information provided to us and our understanding of the project, a summary of our intended scope of services is as follows:

1. Site visit by FES personnel.
2. Perform a visual survey of the affected areas along the existing internal roadway within the Lakeside Subdivision to assess the nature of cracking.
3. Prepare a written report of our findings and recommendations for further evaluation/testing, if necessary. The report will be prepared by a geotechnical engineer and will be reviewed by a senior geotechnical engineer licensed in the State of Florida. Our visual assessment report will address but not be limited to the following:
 - Our understanding of the project
 - The site description
 - Findings from the visual survey
 - Provide recommendations for remediation and/or additional testing if warranted

FEE ESTIMATE

We will perform the pavement visual survey discussed in the Scope of Services above for a total estimated fee of **\$1,000.00**. We will not exceed this budget amount unless the scope of work is increased, and only then with your prior approval.

SCHEDULE

We can commence the pavement visual survey within seven to ten working days of receiving formal authorization to proceed. We anticipate completing all fieldwork within one working day. We can provide verbal results as they become available and a written report within two weeks of completing the fieldwork.

AUTHORIZATION

We can commence this project upon receipt of an executed copy of the enclosed Proposal Acceptance Sheet. The terms and conditions on the back of the sheet are part of the proposal. Please also complete and return the Report Distribution Sheet to facilitate the distribution of the report to the interested parties and to avoid additional copy charges after the report has been finalized.

CLOSING

Faulkner Engineering Services, Inc. (FES) appreciates the opportunity to submit this proposal and we look forward to being of service on this project. Please contact the undersigned if you have any questions concerning this proposal

Sincerely,
Faulkner Engineering Services, Inc.

A handwritten signature in blue ink, appearing to read 'P. Kolukula', with a stylized flourish at the end.

Pavan K. Kolukula, P.E.
Senior Geotechnical Engineer

Attachments: Proposal Acceptance Sheet
Report Distribution

PROPOSAL ACCEPTANCE FORM

Description of Services Proposal for Visual Pavement Survey
Project Name Lakeside Subdivision
Project Location Pasco County, Florida
Proposal Number & Date FES P21-8084 / December 6, 2021
Location of Office Performing Services 2734 Causeway Center Drive, Tampa, FL 33619

FOR PAYMENT OF CHARGES:

Charge Invoice to the Account of:

Firm _____
Address _____ City _____
State _____ Zip Code _____ Phone Number _____
Attention _____ Email _____

FOR APPROVAL OF CHARGES:

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where to mail the invoice in the space below:

Firm _____
Address _____ City _____
State _____ Zip Code _____ Phone Number _____
Attention _____ Email _____

PROPERTY OWNER IDENTIFICATION (If Different than the Above):

Firm _____
Address _____ City _____
State _____ Zip Code _____ Phone Number _____
Attention _____ Title _____

SPECIAL INSTRUCTIONS: _____

PAYMENT TERMS:

Compensation will be in accordance with the proposal referenced above. Invoices will be issued monthly. Client agrees to pay all charges not in dispute within 30 days of receipt of invoice and recognizes that charges not paid within 30 days are subject to a late payment charge of 1.5 percent of the balance due for each additional month or fraction thereof that undisputed charges remain unpaid. Charges held in dispute will be called to the attention of FES within 10 days of receipt of invoice. Client agrees to pay cost of collection, including reasonable attorney's fees, if invoices are collected by law or through an attorney. Client further agrees that FES has the right to suspend or terminate service if undisputed charges are not paid within 45 days of receipt of FES invoice and agrees to waive any claim against FES and to indemnify, defend and hold FES harmless from and against any claims arising from FES' suspension or termination due to Client's failure to provide timely payment.

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the Terms on this page and the reverse hereof are:

Accepted this _____ day of _____, 2021

____ Print or type individual, firm or corporate body name

Signature of authorized representative

Print or type name of authorized representative and title

TERMS AND CONDITIONS

1. STANDARD OF CARE

Client recognized that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by FES will be based solely on information available to FES. FES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the data.

2. RISK ALLOCATION

Many risks potentially affect FES by virtue of entering into this Agreement to perform professional engineering services on behalf of Client. The principal risk is the potential for human error by FES. For Client to obtain the benefit of a fee which includes a nominal allowance for dealing with FES's liability Client agrees to limit FES's liability to Client and to all other parties for claims arising out of FES's performance of the services described in the Agreement. The aggregate liability of FES will not exceed the amount of our fee, for negligent professional acts, errors, or omissions. Client agrees to indemnify and hold harmless FES from and against all liabilities in excess of the monetary limit established above.

Limitations on liability and indemnities in this Agreement are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that Client will not seek damages in excess of the limitations indirectly through suits with other parties who may join FES as a third-party defendant. Parties mean Client and FES and their officers, employees, agents, affiliates and subcontractors.

Both Client and FES agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out or related to this Agreement.

3. DISPUTE RESOLUTION COSTS

Should third-party dispute resolution be required through litigation, arbitration, or an alternative dispute resolution method, the nonprevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs in addition to whatever judgement or settlement sums may be due. Such costs shall include reasonable attorney's fees, court costs, consultant and expert witness fees, and other documented expenses as well as the value of time spent by the prevailing party and its employees to research the issues, discuss the matter with attorney, etc. Insofar as FES is concerned, the value of time spent shall be based upon FES's prevailing fee schedule.

4. SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the site for all equipment and personnel necessary for FES to perform the work set forth in this Agreement. Client will notify any and all possessors of the project site that Client has granted FES free access to the site. FES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

Client is responsible for accurately providing the locations of all subterranean structures and utilities and wetland sensitive areas. FES will take reasonable precautions to avoid known subterranean structures and wetland sensitive areas. Client waives any claim against FES, and agrees to defend, indemnify, and hold FES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities and, unless FES has been contracted to delineate wetland areas on the site, to wetland sensitive areas not identified or accurately located. In addition, Client agrees to compensate FES for any time spent or expenses incurred in defense of any such claim, with compensation to be based upon FES's prevailing fee schedule and expense reimbursement policy.

5. SAFETY

Should our company provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by our company does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

6. MONITORING

If FES is retained by Client to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, then this phrase applied. For the specified assignment, FES will report observations and professional opinions to Client. No action of FES or FES's site representative can be construed as altering any Agreement between Client and others. FES will report to Client any observed geotechnically related work which, in FES's professional opinion, does not conform with plans and specifications. The FES representative has no right to reject or stop work of any agent of the Client. Such rights are reserved solely for Client. Furthermore, FES's presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by Client to provide field or construction-related services.

FES will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences, or procedures of construction or other field activities selected by an agent of the Client.

7. SAMPLING OR TEST LOCATION

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or boring locations described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by our representative. Such dimensions, depths, or elevations should be considered as approximations unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

8. SAMPLE DISPOSAL

Unless otherwise required, test specimens or samples will be disposed of immediately upon completion of tests, and other drilling samples or specimens will be disposed of 60 days after submission of our report. Upon written request, we will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

9. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Client represents that Client has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that Client has informed FES of Client's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. FES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. FES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for FES to take immediate measures to protect health and safety. Client agrees to compensate FES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

FES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold FES harmless for any and all consequences of disclosures made by FES which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the Agreement, Client waives any claim against FES and, to the maximum extent permitted by law, agrees to defend, indemnify and save FES harmless from any claim, liability, and/or defense costs for injury or loss arising from FES's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

10. TERMINATION

This Agreement may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this Agreement or in the event of substantial failure of performance by the other party, or if Client suspends the work for more than three (3) months. In the event of termination, FES will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

11. OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations, and estimates prepared by our firm as instruments of service pursuant to this Agreement shall be the sole property of FES. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any document produced by our firm, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without our written permission. At the request and expense of Client, we will provide Client with copies of documents created in the performance of this work for a period not exceeding five years following submission of the report or reports contemplated by this Agreement.

12. GOVERNING LAW AND SURVIVAL

The validity, interpretation, and performance of this Agreement shall be governed by the law of the State in which the FES office, identified as "Consultant" on the Proposal Acceptance Sheet for this project, is located. In addition, FES and Client agree to submit to the personal and exclusive jurisdiction and venue of said State with respect to any claims which may arise under this Agreement. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

REPORT DISTRIBUTION LIST

Project: Lakeside Subdivision – Pavement Visual Survey
FES Proposal No.: P21-8084

CLIENT

Firm or Corporate Body Name _____

Address _____

City _____ State _____ Zip Code _____ Phone Number _____

Facsimile Number _____ Attention _____

Title _____

Number of Copies _____

ADDITIONAL COPIES:

Firm or Corporate Body Name _____

Address _____

City _____ State _____ Zip Code _____ Phone Number _____

Facsimile Number _____ Attention _____

Title _____

Number of Copies _____

Firm or Corporate Body Name _____

Address _____

City _____ State _____ Zip Code _____ Phone Number _____

Facsimile Number _____ Attention _____

Title _____

Number of Copies _____

Special Instructions:

* The standard number of copies is two (2) copies each per client plus one (1) copy each as listed in Additional Copies, unless otherwise stated at the time the acceptance form is signed and approved. If additional copies are required upon completion of the report, a minimal standard printing charge will be invoiced for each copy requested.

Tab 2



The New Standard in Landscape Maintenance

1.888.RED.TREE

www.redtreelandscape.com

5532 Auld Lane, Holiday FL 34690

Cut Back Proposal
FOR
LAKESIDE CDD

Attention: Mr. Jason Liggett, Field Services Manager

November 19, 2019

Scope of Work

Cut back for section between Marble Sands Court and Crest Lake Road - East side of road



- Cut back and clean up area up to the cat tails in the pond - approximately 300 feet in length and 5 feet wide.
- Includes all labor, hauling and dumping fees.

PRICE: \$4,750.00

Authorized Signature to Proceed

Date of Authorization

Proposal submitted by Robert Johnson - Client Care Specialist
rjohnson@redtreelandscape.com / Cell phone: (727) 267-2059



The New Standard in Landscape Maintenance

1.888.RED.TREE

www.redtreelandscape.com

5532 Auld Lane, Holiday FL 34690

**LAKEMONT & HUDSON AVENUE
OUTBOUND MONUMENT**

- 2 TREES
- Center pruning and elevation.
- Remove orange ribbon.



**LAKEMONT DRIVE AND HUDSON
AVENUE - INBOUND MONUMENT**

- 3 TREES
- Center pruning and elevation.
- Remove orange ribbon.





The New Standard in Landscape Maintenance

1.888.RED.TREE

www.redtreelandscape.com

5532 Auld Lane, Holiday FL 34690

HIGGINS & LAKEMONT
SOUTHEAST CORNER

- 3 TREES
- Center pruning and elevation.
- Remove orange ribbon.



WEST SIDE OF LAKEMONT AND
NORTH PORT SHORES

- 3 TREES
- Center pruning and elevation.
- Remove orange ribbon.





The New Standard in Landscape Maintenance

1.888.RED.TREE

www.redtreelandscape.com

5532 Auld Lane, Holiday FL 34690

**DO NOT ENTER SIGN ACROSS
FROM CLUBHOUSE - OUTBOUND
LANE**

- 3 TREES
- Center pruning and elevation.
- Remove orange ribbon.



HUDSON AVENUE & OPOPKA

- 5 TREES
- Center pruning and elevation.
- Remove orange ribbon.





The New Standard in Landscape Maintenance

1.888.RED.TREE

www.redtreelandscape.com

5532 Auld Lane, Holiday FL 34690

**NORTH PORT SHORES AND
OPOKA**

- 2 TREES
- Center pruning and elevation.
- Remove orange ribbon.



**NEXT TO 13602 NORTH PORT
SHORES**

- 2 TREES
- Center pruning and elevation.
- Remove orange ribbon.



Areas Of Service	Tree Quantity	Tree Unit Price	Total Project Cost	Signature of Acceptance
Listed Above	37	\$350.00	\$12,950.00	

Proposal submitted by Robert Johnson - Client Care Specialist
rjohnson@redtreelandscape.com / Cell phone: (727) 267-2059



The New Standard in Landscape Maintenance

1.888.RED.TREE

www.redtreelandscapesystems.com

5532 Auld Lane, Holiday FL 34690

Pond Cutback Proposal

FOR

Lakeside CDD

Attention: Mr. Jason Liggett – Field Services Manager

December 14, 2021

Scope of Work

Cutback and cleanup of pond behind 13549 Marble Sands Court.



- Cutback and cleanup approx. 1,000 LF of pond bank.
- Includes all labor, hauling and dumping fees.

PRICE: \$3,800.00

Authorized Signature to Proceed

Date of Authorization

Proposal submitted by Robert Johnson - Client Care Specialist
rjohnson@redtreelandscapesystems.com / Cell phone: (727) 267-2059



The New Standard in Landscape Maintenance

1.888.RED.TREE

www.redtreelandscapesystems.com

5532 Auld Lane, Holiday FL 34690

Pond Cutback Proposal

FOR

Lakeside CDD

Attention: Mr. Jason Liggett – Field Services Manager

December 14, 2021

Scope of Work

Cutback ponds behind 13173 & 13299 Newport Shores Drive.



- Cutback and cleanup of pond banks.
- Includes all labor, hauling and dumping fees.

TOTAL PRICE: \$4,000.00

Authorized Signature to Proceed

Date of Authorization

Proposal submitted by Robert Johnson - Client Care Specialist
rjohnson@redtreelandscapesystems.com / Cell phone: (727) 267-2059

Tab 3



**PERFECT TONE PAINTING
TAMPA LLC**

4606 BUCKEYE RD
TAMPA, FL 33624
(813) 379-6661
www.perfecttone-painting.com
info@perfecttone-painting.com

ESTIMATE
EST080

DATE
11/08/2021

TOTAL
USD \$23,100.00

TO

Lakeside CCD

C/o Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, Fl, 33614
(813) 994-1001 Ext; 8024
lhayes@rizzetta.com

DESCRIPTION	RATE	QTY	AMOUNT
Pressure wash Cleanse Entrance walls and fence walls with pressure washing preparatory for painting (two sides) Deep pressure wash on bricks of entrance walls , brick pillars , iron fence with mold affected areas , and decorative monuments bricks and walls	\$2,000.00	1	\$2,000.00
Exterior Painting Entrance walls with trim (both sides) , fence walls with trim (both sides) , caps of brick pillars.	\$12,000.00	1	\$12,000.00
Paint 7 decorative monuments(walls and trim)	\$300.00	7	\$2,100.00
Exterior Sherwin Williams Paint (A 100 or Super Paint) 200 gallons Based on measurement of 39500 square foot	\$200.00	35	\$7,000.00
TOTAL			USD \$23,100.00



20108 Pond Spring Way
Tampa, FL 33647
(813) 991-6069
FAX (813) 907-8205

JOB ESTIMATE

TO: Lakeside CDD

COMPANY NAME: C/o Rizzetta & Company • 3434 Colwell Avenue, Suite 200 • Tpa, FL 33614

DATE: 11/7/21

QUOTE: Pressure wash:

Entry walls

Brick pillar caps (21)

Entry monuments

Community monuments (7)

Paint:

Entry walls.

Entry monuments

Community monuments (7)

TOTAL: \$11,350.00

Thank You: Romaner Graphics

Tab 4

Tab 5



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this **6th** of **December**, 2021 by and between FLORIDA DESIGN CONSULTANTS, INC. ("FDC") and **Lakeside CDD c/o Rizzetta & Company, 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544** ("CLIENT") on the terms and conditions stated in this Agreement for Professional Services.

Project Name: **Lakeside Stormwater Needs Analysis**

FDC Project No.: **0552-005D**

FDC Agreement No.: **21-064C**

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

SCOPE OF SERVICES: Assist the Lakeside CDD in preparing the first-round stormwater needs analysis pursuant to Section 403.9302 FS. The attached template (see Attachment A) will be completed, to the extent possible, to fulfill the statutory requirement. All requested historic/financial data will be provided by the CDD. Subsequent rounds (required every five years) are not included in this agreement.

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

A. A Lump Sum Charge of **\$5,600**

B. A Time Charge Hourly Rates/Budget Estimate Amount of _____

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

Notes: Hourly rates outlined in this Agreement are subject to change on January 1st of each year.

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

LEGAL DESCRIPTION OF PROPERTY: **Lakeside CDD Owned Property**

Section **34, 35** Township **24** Range **17**

CLIENT: LAKESIDE CDD c/o RIZZETTA & COMPANY

FLORIDA DESIGN CONSULTANTS, INC.

SIGNED: _____

SIGNED: 

PRINTED NAME: _____

TYPED NAME: **Alfonso A. Belluccia, PE**

TITLE: _____

TITLE: **Vice President**

DATE: _____

DATE: **Dec 6, 2021**

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TERMS AND CONDITIONS

1. ACCEPTANCE

Execution of this Agreement establishes that 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. By executing this Agreement, the parties bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

2. PAYMENT

FDC will furnish to CLIENT periodic invoices for services rendered and costs incurred pursuant to this Agreement. Payment shall be due to be received by FDC within thirty (30) calendar days of the date of each invoice.

3. SUSPENSION OF SERVICES

If CLIENT fails to make payment when due, FDC may, in its sole discretion and upon seven (7) days' written notice to 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 CLIENT for delay or damages experienced by CLIENT as a result in whole or in part of such suspension of services.

If the Project is suspended by CLIENT for more than thirty (30) consecutive days, upon resumption of the Project FDC's compensation shall be equitably adjusted, as mutually agreed upon with CLIENT, to provide for expenses incurred due to interruption, demobilization, remobilization and resumption of FDC's services.

CLIENT agrees that invoices not paid after they have been outstanding for thirty (30) calendar days shall accrue interest at the rate of 1.5% per month.

4. TERMINATION

This Agreement may be terminated by either party upon not less than seven (7) 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 CLIENT to make payments to FDC in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

5. 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. Any services rendered or costs incurred by FDC with the knowledge of CLIENT prior to final execution of this Agreement shall be subject to this Agreement.

6. STANDARD OF CARE; NO WARRANTIES

FDC will perform its services in accordance with the applicable professional standard of care, which is defined as the provision of professional services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same locality. FDC does not promise to create perfect work, and therefore makes or gives no warranty or guarantee of any kind, expressed or implied, in relation to its services.

7. INDIVIDUAL LIABILITY

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

8. LIMITATION OF LIABILITY

FDC's liability for damages to CLIENT shall not exceed the compensation received by FDC in accordance with this Agreement or the value described in section 471.023(3), Florida Statutes, whichever is less. For purposes of this limitation the value described in section 471.023(3), Florida Statutes shall not include goodwill. This limitation of liability shall apply without regard for whether the liability arises from breach of contract or warranty, from any tortious conduct including negligence, by statute, or as a result of any other breach or action.

CLIENT waives any right to claim or recover consequential damages from FDC in relation to any claims or disputes arising out of this Agreement or FDC's provision of services for the Project.

9. THIRD-PARTY BENEFICIARIES

This Agreement gives no rights, benefits, privileges to anyone other than CLIENT and FDC and creates no duties in favor of anyone other than CLIENT and FDC. There are no third-party beneficiaries of this Agreement. However, should any non-party claim to be a third-party beneficiary of this Agreement notwithstanding this paragraph, such non-party shall be bound by all defenses that FDC may assert against CLIENT, including the limitations of liability identified in paragraphs 7 and 8 of this Agreement.

10. APPLICABLE LAW; VENUE; MEDIATION; ATTORNEYS' FEES AND COSTS; WAIVER OF JURY TRIAL

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 Circuit or County Court in and for Pasco County, Florida, or in the United States District Court for the Middle District of Florida.

Prior to commencement by CLIENT of any action against FDC, CLIENT shall be required to engage in good faith negotiations of its claim against FDC. Failing successful negotiation, CLIENT shall be required, prior to initiating litigation against FDC, to submit the claim to non-binding mediation in Pasco County, Florida. The mediator shall be mutually selected by the parties and his or her fee shall be equally borne by the parties. Mediation as a condition precedent to filing suit shall be in addition to any other conditions precedent that may exist under this Agreement or at law, including but not limited to any notices required under Chapter 558, Florida Statutes.

If FDC should prevail in any action against CLIENT alleging CLIENT's nonperformance of this Agreement, FDC shall be entitled to recover from CLIENT all attorneys' fees, litigation expenses, and collection costs incurred by FDC in connection with such action. For purposes of this paragraph, FDC's litigation expenses shall broadly encompass all costs reasonably incurred in relation to prosecution of the action or to collection, and shall not be limited to costs otherwise taxable at law.

IN RELATION TO ANY COMPLAINT OR COUNTERCLAIM THAT MAY BE FILED BY CLIENT AGAINST FDC, CLIENT KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY.

11. CLIENT-SUPPLIED INFORMATION

CLIENT understands and agrees that all plans, sketches, details, reports, data, surveys, materials, test results, property legal descriptions, or other information provided to FDC by CLIENT or CLIENT'S consultants, agents or representatives may and shall be relied upon by FDC as being correct and accurate in connection with FDC's work for CLIENT and FDC's protection of its own rights. CLIENT shall be responsible, and FDC shall not responsible, for any errors, damages or costs that may result from FDC's reliance upon such information, or for any corrections or rework that may be required as a result of FDC's reliance upon these documents. Any such corrections or rework performed by FDC shall be fully compensable under this Agreement.

12. SEVERABILITY AND SURVIVAL

In the event any provision of this Agreement may be found to be invalid, illegal or unenforceable, the enforceability of all remaining provisions shall not be impaired by such finding. Except for any rights, duties, obligations, defenses, and limitations of liability that are expressly limited to the term of this Agreement, all rights, duties, obligations, defenses, and limitations of liability described in this Agreement shall survive completion of performance or termination of the Agreement.

13. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except for purposes of reference and coordination in connection with future additions or alterations to the Project, all conceptual or final drawings, plans, designs, reports, documents, project manuals and other materials prepared by FDC are instruments of FDC's services and unless otherwise expressly provided FDC shall be deemed the author of all such materials and shall retain all common law, statutory and other reserved rights, including copyright protections.

CLIENT has a right to any originals or copies of any documents by paying the appropriate copying costs.

14. ASSIGNMENT

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

15. MERGER; MODIFICATION

This Agreement is the final negotiated Agreement between FDC and CLIENT. The Agreement supersedes and replaces any prior oral or written promises, representations or agreements. This Agreement may only be modified in writing signed by the parties.

ATTACHMENT A

TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES

INTRODUCTION

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document.

Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: <https://www.flsenate.gov/Laws/Statutes/2021/403.031>). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, etc.) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
 - o Private entities or citizens
 - o Federal government
 - o State government, including the Florida Department of Transportation (FDOT)
 - o Water Management Districts
 - o School districts
 - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (i.e., dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: <http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx>.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (i.e., the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0. The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (e.g., five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (i.e., FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (e.g., Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type the from the dropdown lists in columns B and C.

Links to Template Parts:

[Background Information](#)

[Part 1](#)

[Part 2](#)

[Part 3](#)

[Part 4](#)

[Part 5](#)

[Part 6](#)

[Part 7](#)

[Part 8](#)

[Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts 5 and 6](#)

Tab 6

Site Masters of Florida, LLC
5551 Bloomfield Blvd.
Lakeland, FL 33810
Phone: (813) 917-9567
Email: tim.sitemastersofflorida@yahoo.com

PROPOSAL

Lakeside CDD

Miscellaneous Repairs

11/17/2021

Storm Manhole Repair

Re-set ring and cover on manhole structure and
remove dirt and debris from structure

\$600

Gate and Valve Pad Repair

Adjust valve riser and concrete pad to be
stable and level with sidewalk

\$400

TOTAL \$1,000

Tab 7

RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKESIDE COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lakeside Community Development District (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, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (“Board”) accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

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

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15th day of December 2021.

ATTEST:

**LAKESIDE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A

**LAKESIDE COMMUNITY DEVELOPMENT
DISTRICT**

Prompt Payment Policies and Procedures

**In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes***

December 15, 2021

Lakeside Community Development District **Prompt Payment Policies and Procedures**

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Lakeside Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods, and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells, or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is 85-8013913178C-4. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone (813) 994-1001, email lhayes@rizzeta.com).

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The "Bill To" party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. **Mailing and Drop Off Address**
Lakeside Community Development District
c/o Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
2. **Email Address**
CDDinvoice@rizzetta.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. **Receipt of Proper Invoice**
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
2. **Receipt of Improper Invoice**
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
 - a. On which delivery of personal property is fully accepted by the District;
 - b. On which services are completed and accepted by the District;
 - c. On which the contracted rental period begins (if applicable); or
 - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
3. **Rejection of an Improper Invoice**
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date

the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third-party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third-party purchases from amounts owed to the Provider. If the costs of the third-party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

Tab 8

LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · WESLEY CHAPEL, FLORIDA 33544
MAILING ADDRESS · 3434 COLWELL AVENUE · SUITE 200 · TAMPA, FL 33614

December 7, 2021

Via Overnight and Email Delivery

Samantha Manning
Vice President, Finance
Landeavor, LLC
14502 N. Dale Mabry Hwy, Suite 327
Tampa, Florida 33618
Email: manning@landeavor.com

Re: Lakeside Community Development District (the “District”) Completion Items

Dear Samantha:

On behalf of the District, this letter (the “Letter Agreement”) confirms the discussions and agreement concerning sidewalk repairs and ADA ramps within the District as reflected in the August 17, 2021 District meeting minutes, a copy of which is attached, and subsequent discussions.

Specifically, upon learning of missing sidewalks and ADA sidewalk ramps (the “Missing Infrastructure”) Landeavor, LLC, (“Landeavor”) proposed the following course of action. Upon completion of the buildout of homes in the District, the District will request proposals for the Missing Infrastructure. Landeavor will request that its contractors provide proposals to the District for this work. Upon selection of a proposal, and prior to or simultaneous with the District contracting for such services, the District and Landeavor will enter into a funding agreement whereby Landeavor agrees to fund the costs of such work. As requested, please see attached map depicting the Missing Infrastructure for use in soliciting such proposals. The District reserves the right to provide a supplemental depiction in the event areas remaining under construction have additional Missing Infrastructure.

This Letter Agreement may be executed in counterparts, each of which will be an original and all of which taken together will constitute one and the same instrument. Delivery of this Letter Agreement by electronic transmission will be effective as delivery of a manually executed counterpart hereof.

If you have any questions concerning this letter, please give me a call. Otherwise, I request that you execute in the space provided below and return the original to my office for our files.

Finally, we would like to schedule a call to discuss timeline for work and next steps at your earliest convenience.

Sincerely,

Lynn Hayes
District Manager

Enclosures

Cc: Jack Koch, Chairman
Alyssa Willson, District Counsel
Al Belluccia, District Engineer

Terms Agreed to and Accepted:

Its: _____
Landeavor, LLC

Date

Lakeside Street and Sidewalk Field Review Report

Prepared for Lakeside CDD

On November 11, 2021, Florida Design Consultants, Inc. performed a field visit to review Lakeside streets and sidewalks. As a result of that field review, this report was developed to assist the Lakeside CDD in addressing the various repairs and maintenance items.

Photos were taken of areas of concern using a GPS enabled camera. This report includes those photos along with descriptions of necessary repairs and/or maintenance. The photos include GPS coordinates and are numbered with reference to the approved plans which are overlain on an aerial photo. The plans reference the photo number with respect to the location of where the photos were taken.


Photo No. <u>1</u> (Sheet 2)	
Photo Location and Direction from which taken: Lakemont Dr. (facing West) 28.35935, -82.58332	
Comments: Cracked sidewalk.	


Photo No. <u>2</u> (Sheet 7)	
Photo Location and Direction from which taken: Lakemont Dr. (facing West) 28.35585, -82.58618	
Comments: Cracked driveway.	

Photo No. <u> 3 </u> (Sheet 7)	 <p>Lakeside Roadway 11/11/2021 08:51 AM 28.35578, -82.58624 13633 Lakemont Dr, Hudson, FL 34669, USA</p>
Photo Location and Direction from which taken: Lakemont Dr. (facing Southwest) 28.35578, -82.58624	
Comments: Cracked sidewalk.	


Photo No. <u> 4 </u> (Sheet 7)	 <p>Lakeside Roadway 11/11/2021 08:58 AM 28.3542, -82.58777 13556 Marble Sands Ct, Hudson, FL 34669, USA</p>
Photo Location and Direction from which taken: Marble Sands Ct. (facing East) 28.3542, -82.58777	
Comments: Damaged curb.	


Photo No. <u> 5 </u> (Sheet 4)	
Photo Location and Direction from which taken: Newport Shores Dr. (facing East) 28.36015, -82.59278	
Comments: Cracked sidewalk.	


Photo No. <u> 6 </u> (Sheet 4)	
Photo Location and Direction from which taken: Newport Shores Dr. (facing East) 28.36033, -82.59197	
Comments: Sidewalk panel is lifted.	


Photo No. <u> 7 </u> (Sheet 4)	
Photo Location and Direction from which taken: Newport Shores Dr. (facing West) 28.36029, -82.59195	
Comments: Sidewalk panel is lifted	


Photo No. <u> 8 </u> (Sheet 3)	
Photo Location and Direction from which taken: 13734 Newport Shores Dr. (facing South) 28.36038, -82.58789	
Comments: Cracked curb, front of driveway.	


Photo No. <u>9</u> (Sheet 3)	
Photo Location and Direction from which taken: 13856 Newport Shores Dr. (facing South) 28.35916, -82.58611	
Comments: Sidewalk panel is lifted.	


Photo No. <u>10</u> (Sheet 3)	
Photo Location and Direction from which taken: Tensaw Dr. (facing East) 28.36064, -82.58877	
Comments: Damaged asphalt at intersection of Tensaw Dr. and Newport Shores Dr.	


Photo No. <u>11</u> (Sheet 6)	
Photo Location and Direction from which taken: 13744 Crest Lake Dr. (facing East) 28.35762, -82.58183	
Comments: Sidewalk panel is cracked & lifted.	


Photo No. <u>12</u> (Sheet 6)	
Photo Location and Direction from which taken: 13734 Crest Lake Dr. (facing East) 28.35737, -82.58157	
Comments: Sidewalk panel is lifted.	


Photo No. <u>13</u> (Sheet 6)	
Photo Location and Direction from which taken: 13710 Crest Lake Dr. (facing East) 28.35704, -82.58114	
Comments: Sidewalk panel is lifted.	


Photo No. <u>14</u> (Sheet 6)	
Photo Location and Direction from which taken: 13704 Crest Lake Dr. (facing East) 28.35694, -82.58098	
Comments: Sidewalk panel is lifted.	




Photo No. <u>15</u> (Sheet 7)	
Photo Location and Direction from which taken: Lakemont Dr. (facing East) 28.35431, -82.58779	
Comments: Missing ADA detectable warning surface.	

Photo No. <u>16</u> (Sheet 3)	
Photo Location and Direction from which taken: Trull Way (facing West) 28.35975, -82.58862	
Comments: Missing ADA detectable warning surface.	

<p>Photo No. <u>17</u> (Sheet 3)</p>	
<p>Photo Location and Direction from which taken: Trull Way (facing East) 28.35965, -82.58854</p>	
<p>Comments: Missing ADA detectable warning surface.</p>	


<p>Photo No. <u>18</u> (Sheet 2)</p>	
<p>Photo Location and Direction from which taken: Crater Cir. (facing East) 28.35974, -82.58383</p>	
<p>Comments: Missing ADA detectable warning surface.</p>	


Photo No. <u>19</u> (Sheet 2)	
Photo Location and Direction from which taken: Reindeer Cir. (facing West) 28.35889, -82.58244	
Comments: Missing ADA detectable warning surface.	

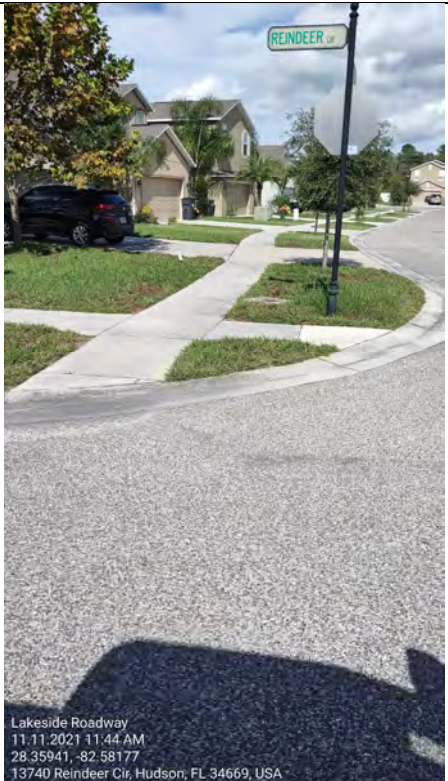
Photo No. <u>20</u> (Sheet 2)	
Photo Location and Direction from which taken: Reindeer Cir. (facing North) 28.35941, -82.58177	
Comments: Missing ADA detectable warning surface.	


Photo No. <u>21</u> (Sheet 2)	
Photo Location and Direction from which taken: Reindeer Cir. (facing North) 28.35942, -82.58171	
Comments: Missing ADA detectable warning surface.	


Photo No. <u>22</u> (Sheet 2)	
Photo Location and Direction from which taken: Lugano Court (facing West) 28.35876, -82.58273	
Comments: ADA detectable warning surface is faded.	


Photo No. <u>23</u> (Sheet 2)	
Photo Location and Direction from which taken: Lugano Court (facing East) 28.3587, -82.58264	
Comments: ADA detectable warning surface is faded.	

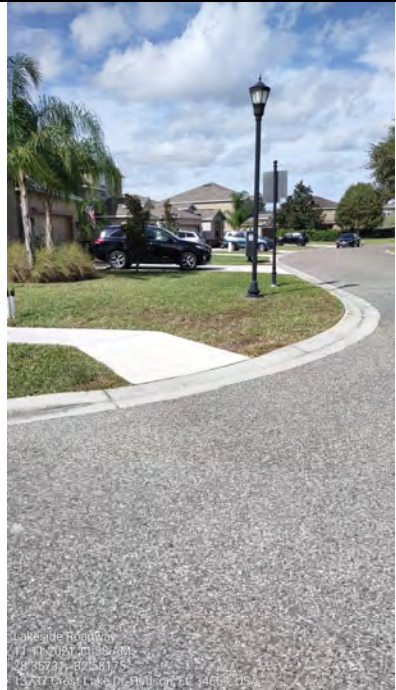
Photo No. <u>24</u> (Sheet 6)	
Photo Location and Direction from which taken: Crest Lake Circle (facing South) 28.35731, -82.58175	
Comments: Missing ADA detectable warning surface.	


Photo No. <u>25</u> (Sheet 6)	
Photo Location and Direction from which taken: Eastfork Lane (facing East) 28.356, -82.58196	
Comments: Missing ADA detectable warning surface.	


Photo No. <u>26</u> (Sheet 7)	
Photo Location and Direction from which taken: Sea Bridge Dr. (facing Southwest) 28.35421, -82.58879	
Comments: Stop Sign is twisted.	


Photo No. <u>27</u> (Sheet 7)	
Photo Location and Direction from which taken: Bee Tree Court (facing Northeast)	
Comments: Cracked asphalt. Appears to be normal wear and tear, we are consulting with Geotechnical Engineer for confirmation.	

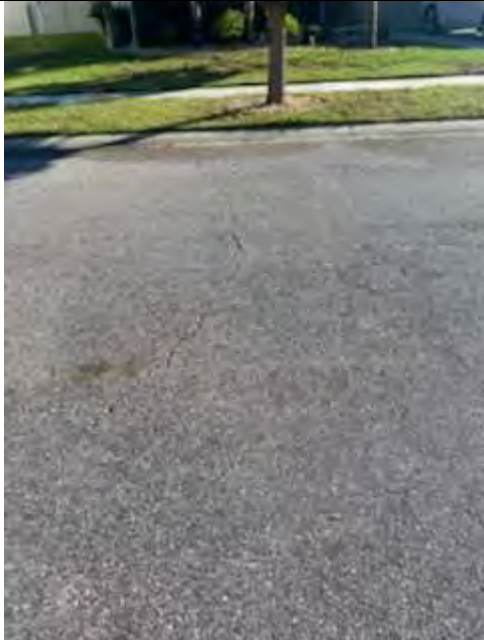
Photo No. <u>28</u> (Sheet 7)	
Photo Location and Direction from which taken: Bee Tree Court (facing Northeast)	
Comments: Cracked asphalt. Appears to be normal wear and tear, we are consulting with Geotechnical Engineer for confirmation.	



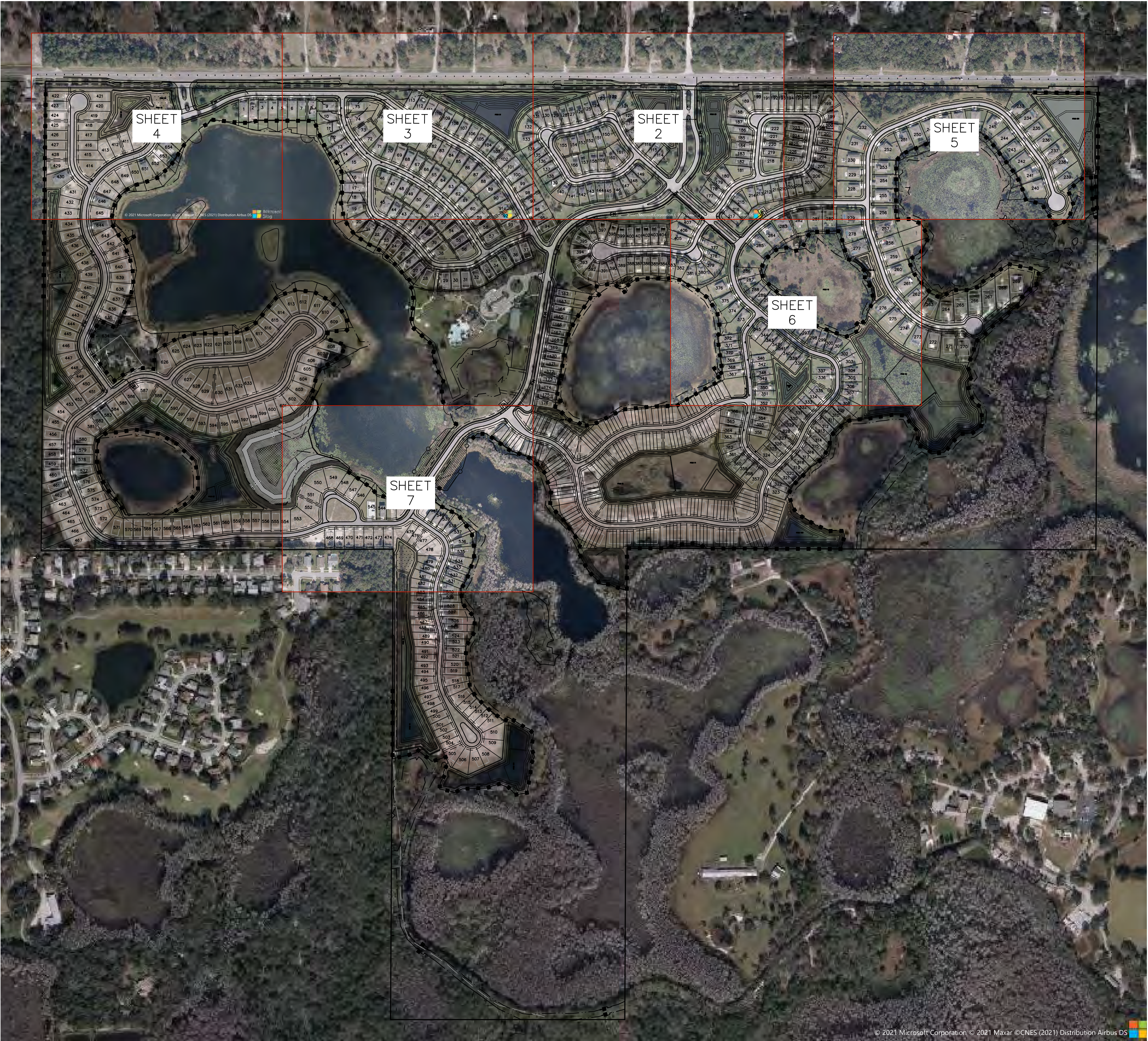
Photo No. <u>29</u> (Sheet 7)	
Photo Location and Direction from which taken: Bee Tree Court (facing Northeast)	
Comments: Cracked asphalt. Appears to be normal wear and tear, we are consulting with Geotechnical Engineer for confirmation.	

Photo No. <u>30</u> (Sheet 7)	
Photo Location and Direction from which taken: Bee Tree Court (facing Southwest)	
Comments: Cracked asphalt. Appears to be normal wear and tear, we are consulting with Geotechnical Engineer for confirmation.	

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PROJECT NAME:
**LAKESTIDE CDD STREET
AND SIDEWALK FIELD
REVIEW REPORT**

SHEET NAME:
KEY MAP

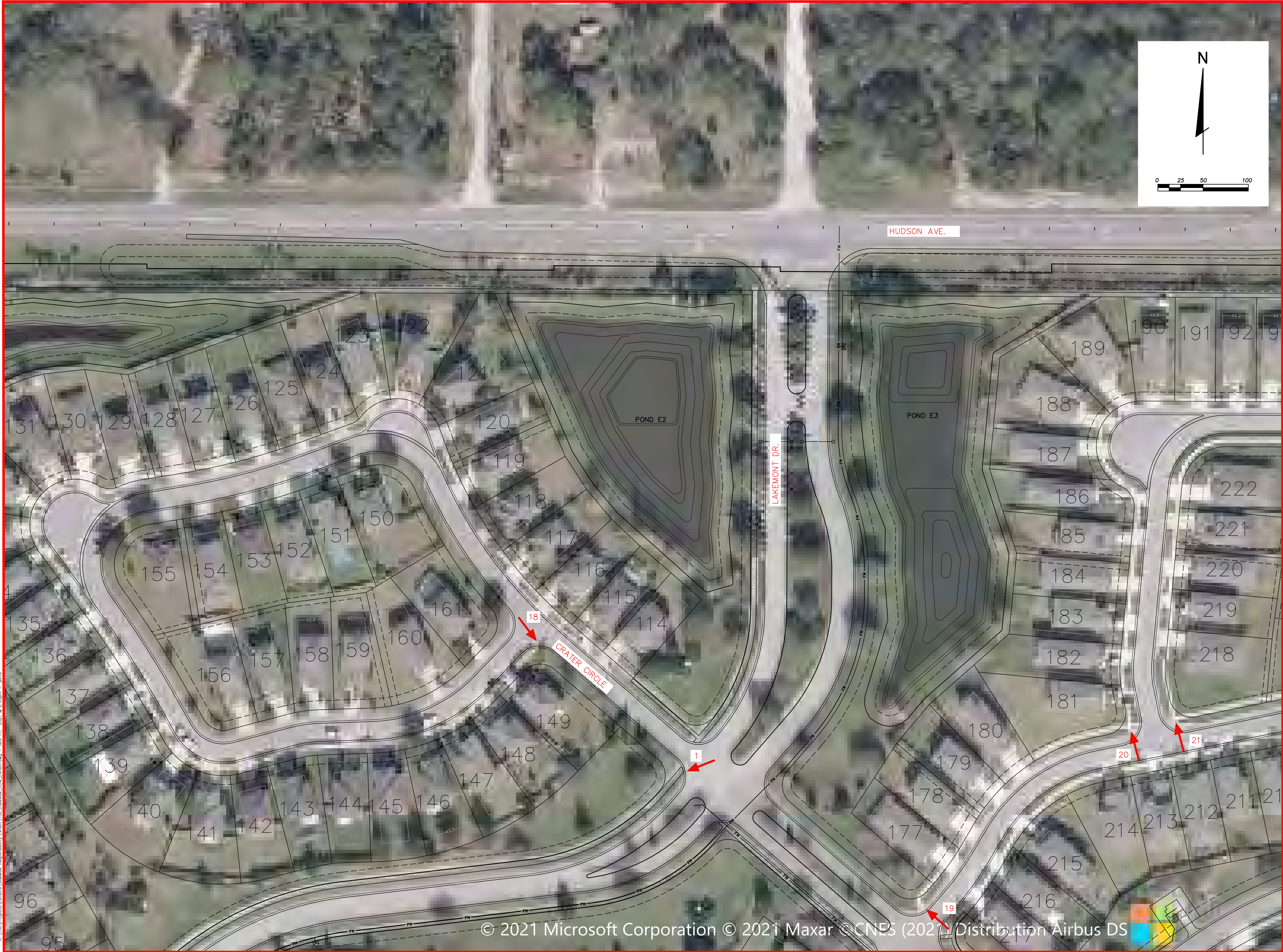
SITE VISIT DATE:
11/11/2021



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CONSULTANTS, INC.**
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20525 AMBERFIELD DRIVE, SUITE 201, LAND O' LAKES, FLORIDA 34638
PHONE: (727) 849 - 7588 FAX: (727) 848 - 3648 WWW.FLDESIGN.COM

CREATION DATE:	REVISED DATE:	DRAWN BY:	SHEET NUMBER:
11/15/2021		JRS	1 OF 7



PROJECT NAME:
**LAKE SIDE CDD STREET
AND SIDEWALK FIELD
REVIEW REPORT**

SHEET NAME:
KEY MAP

SITE VISIT DATE:
11/11/2021

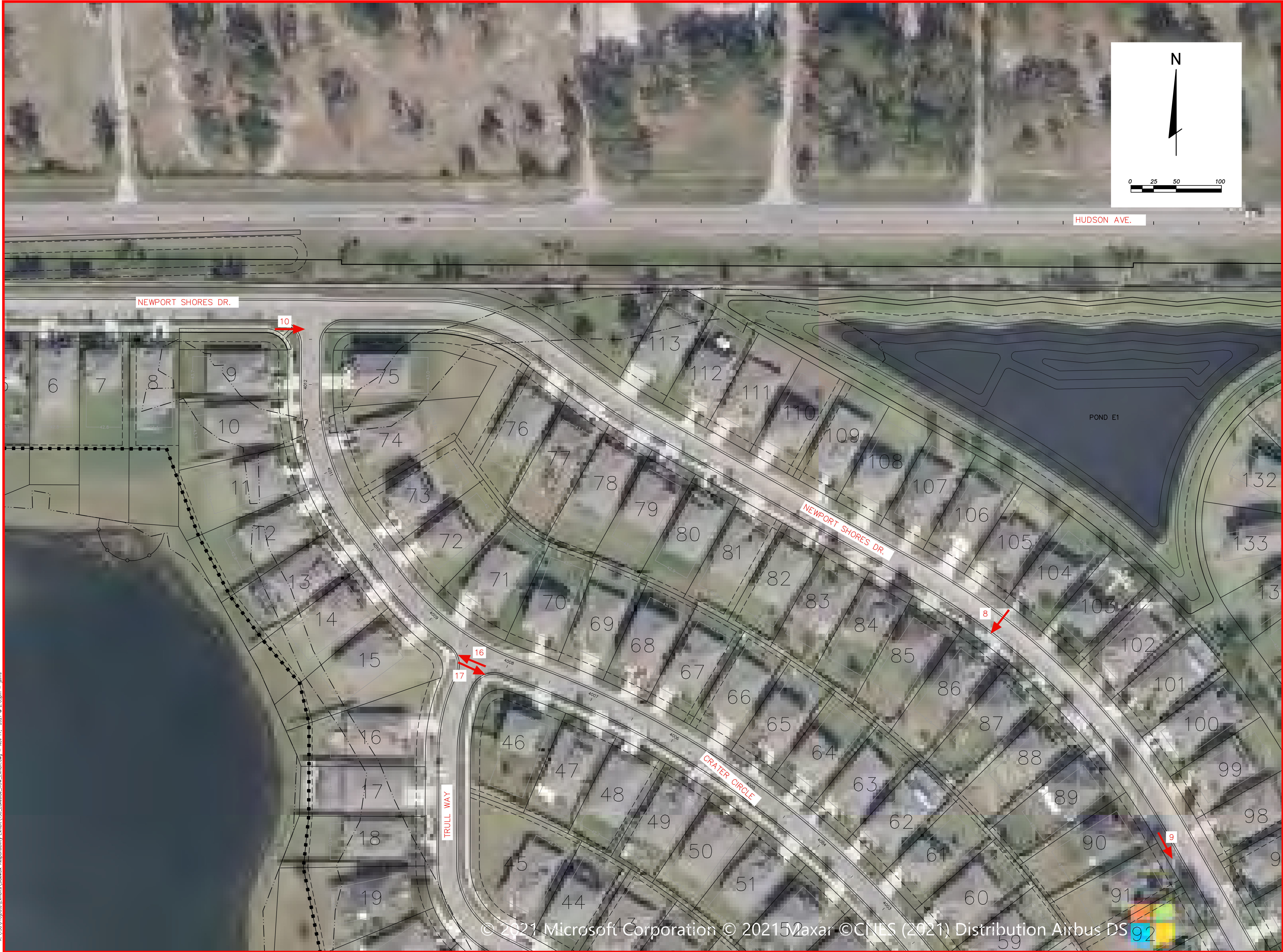
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DIRECTION



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CREATION DATE:	REVISED DATE:	DRAWN BY:	SHEET NUMBER:
11/15/2021		JRS	2 OF 7



PROJECT NAME:
**LAKESSIDE CDD STREET
AND SIDEWALK FIELD
REVIEW REPORT**

SHEET NAME:
KEY MAP

SITE VISIT DATE:
11/11/2021

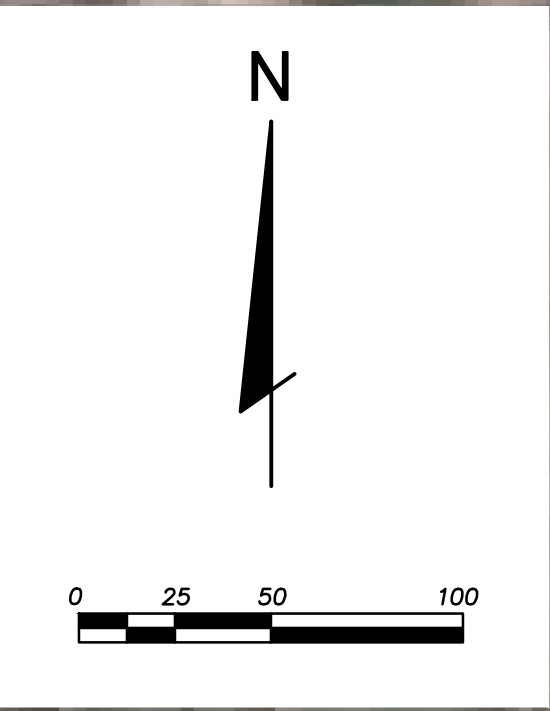
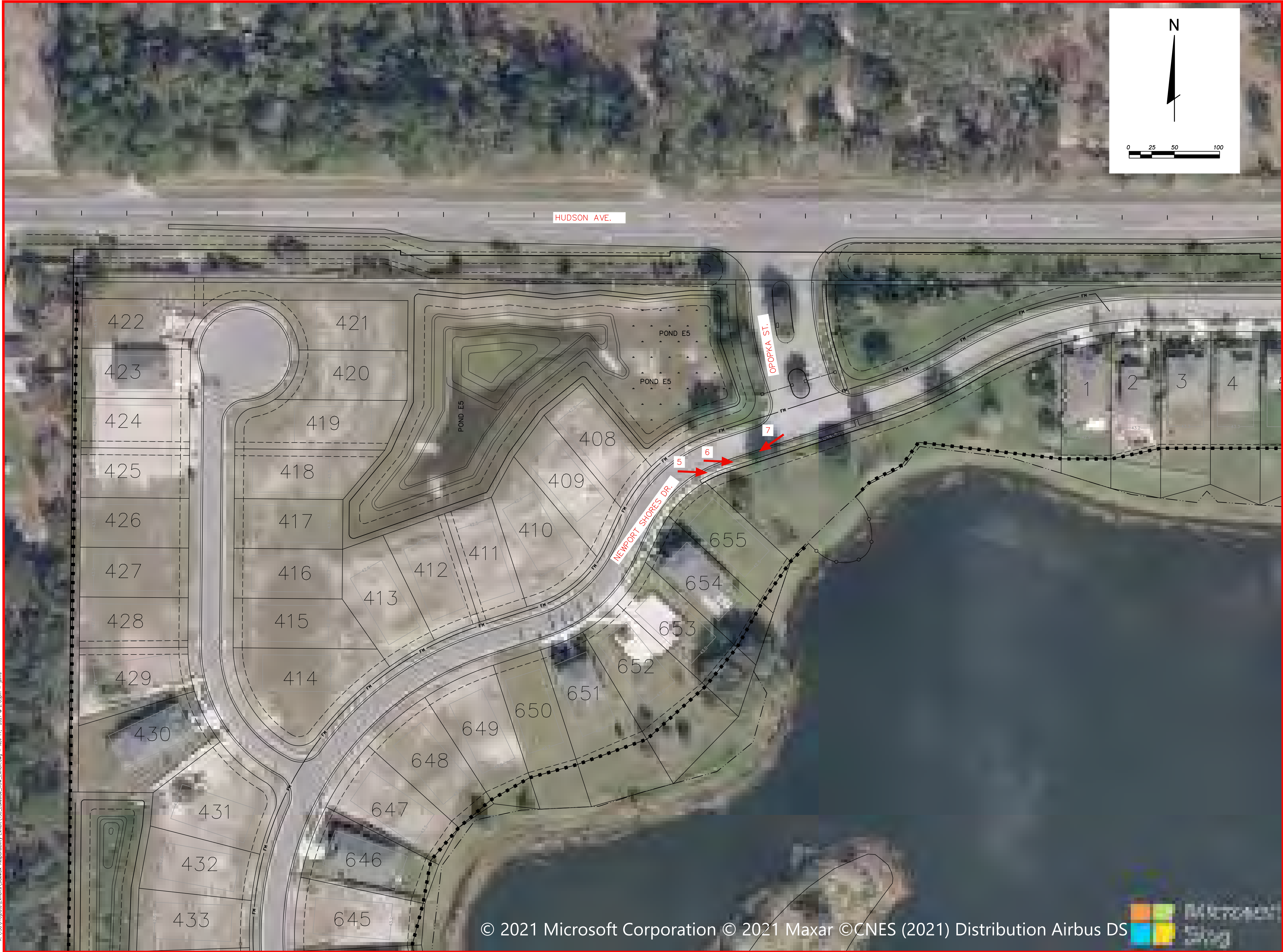
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CREATION DATE:	REVISED DATE:	DRAWN BY:	SHEET NUMBER:
11/15/2021		JRS	3 OF 7



PROJECT NAME:
**LAKE SIDE CDD STREET
AND SIDEWALK FIELD
REVIEW REPORT**

SHEET NAME:
KEY MAP

SITE VISIT DATE:
11/11/2021

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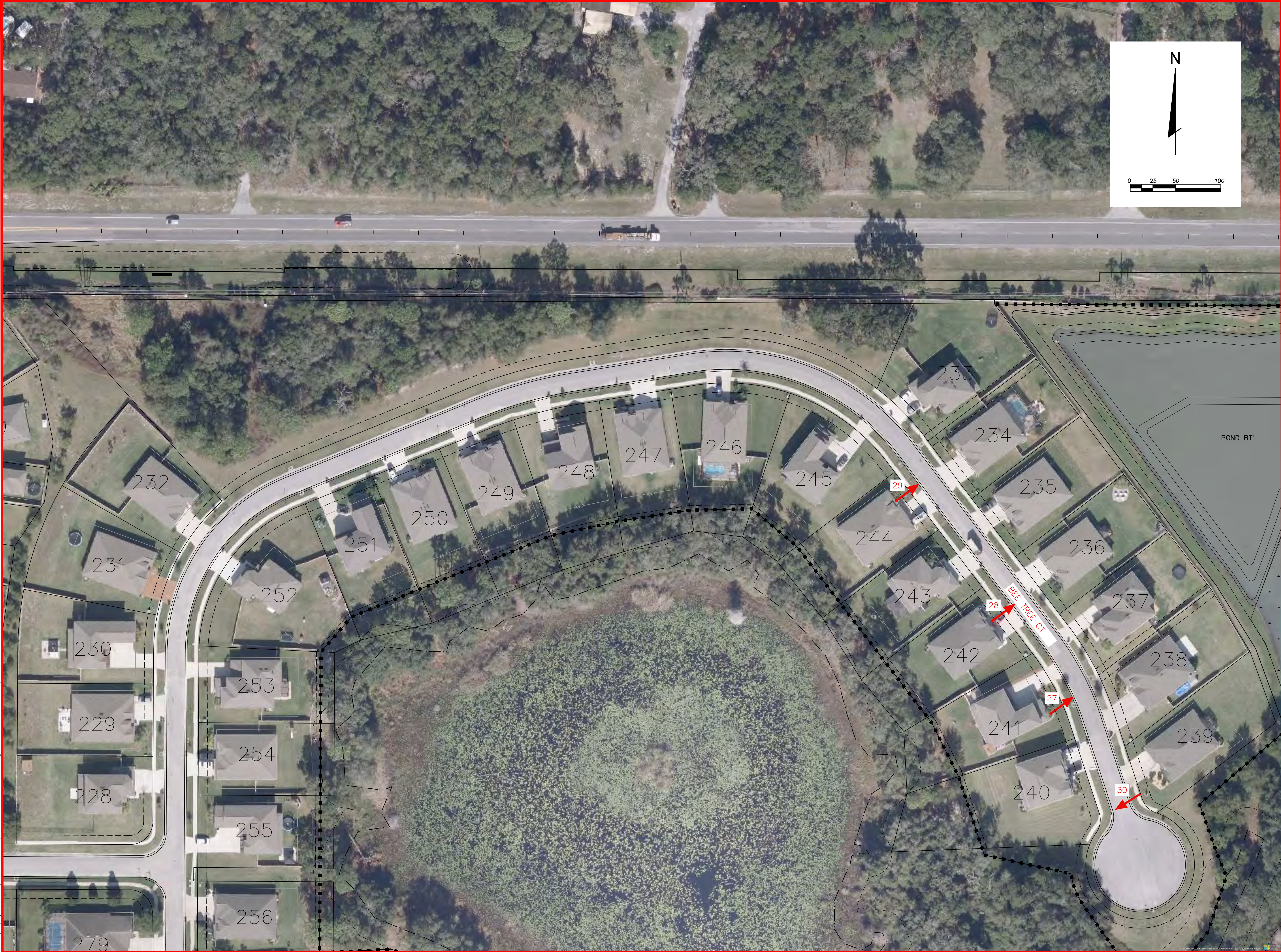
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CREATION DATE:	REVISED DATE:	DRAWN BY:	SHEET NUMBER:
11/15/2021		JRS	4 OF 7



PROJECT NAME:
**LAKESIDE CDD STREET
AND SIDEWALK FIELD
REVIEW REPORT**

SHEET NAME:
KEY MAP

SITE VISIT DATE:
11/11/2021

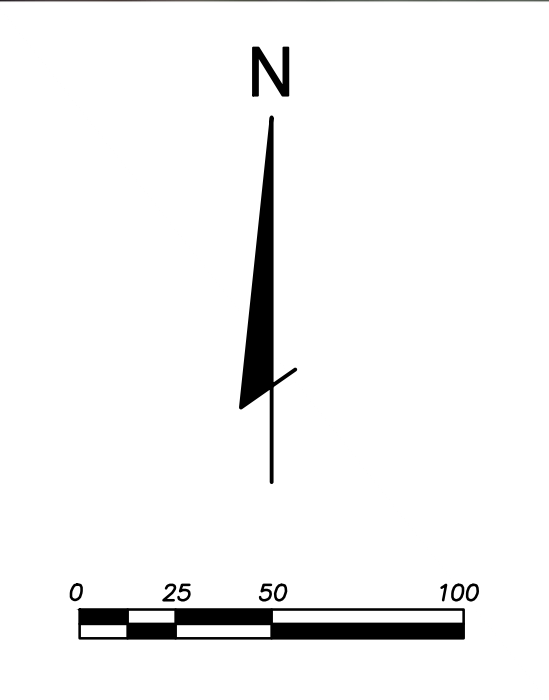
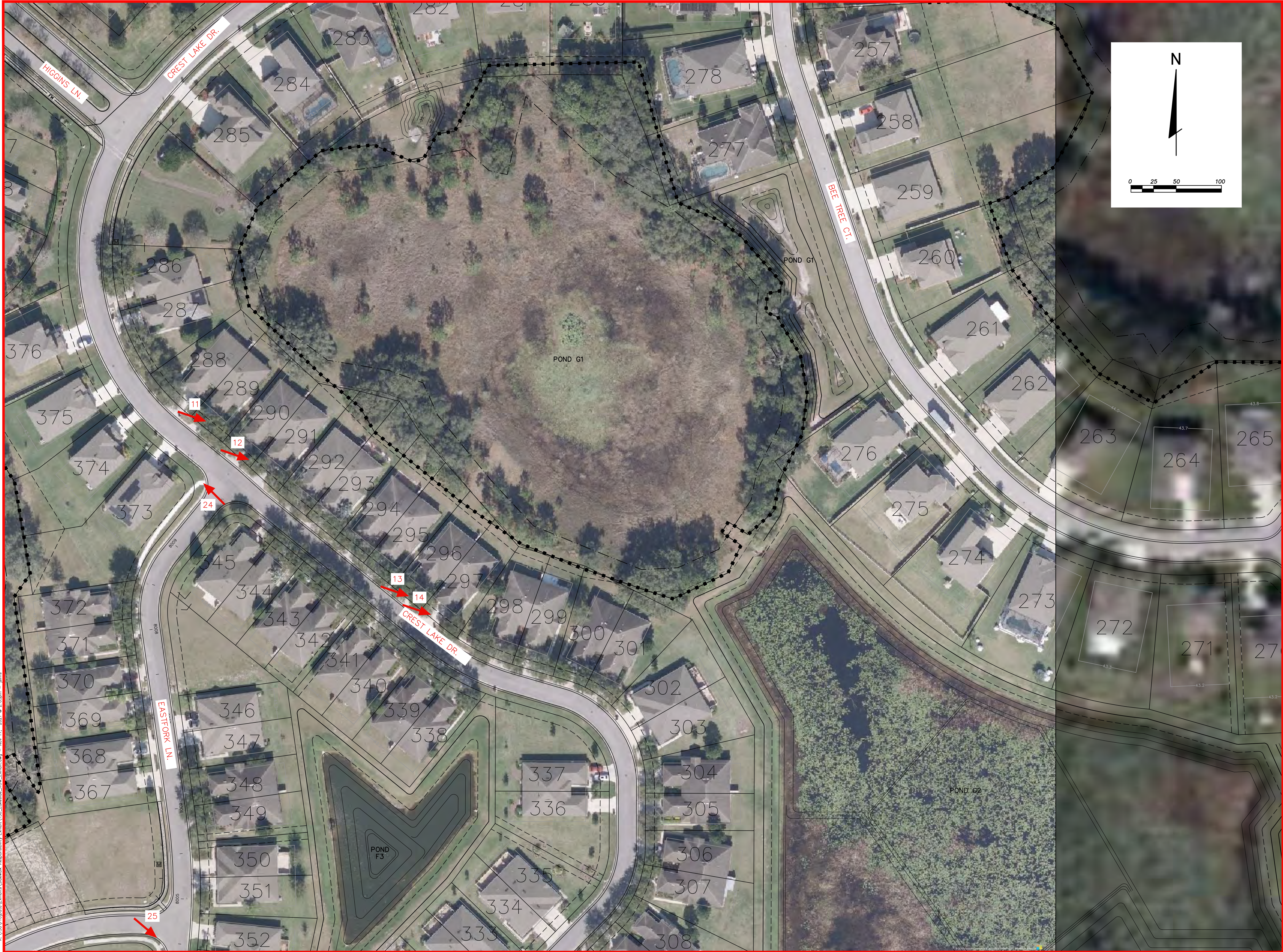
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11/15/2021		JRS	5 OF 7

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PROJECT NAME:
**LAKESIDE CDD STREET
AND SIDEWALK FIELD
REVIEW REPORT**

SHEET NAME:
KEY MAP

SITE VISIT DATE:
11/11/2021

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DIRECTION



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11/15/2021		JRS	6 OF 7

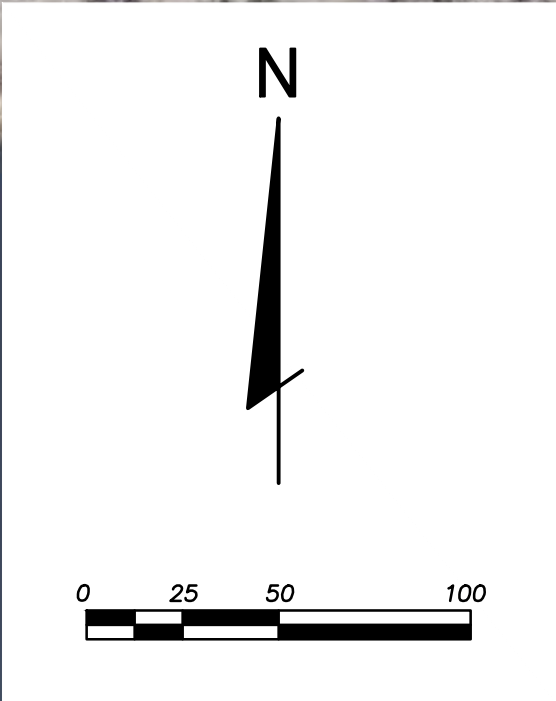


PROJECT NAME:
**LAKE SIDE CDD STREET
AND SIDEWALK FIELD
REVIEW REPORT**

SHEET NAME:
KEY MAP

SITE VISIT DATE:
11/11/2021

 = PHOTO NUMBER AND
DIRECTION



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CREATION DATE:	REVISED DATE:	DRAWN BY:	SHEET NUMBER:
11/15/2021		JRS	7 OF 7

**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 **Tuesday, August 17 2021 at 6:01 p.m.**, at the Lakeside Amenities Center located at 13739 Lakemont Dr., Hudson, FL 34669.

Present and constituting a quorum:

Jack Koch	Board Supervisor, Chair
Linda Ramlot	Board Supervisor, Vice Chair
Samantha Manning	Board Supervisor, Assistant Secretary <i>(via conf call)</i>
Christina Brooks	Board Supervisor, Assistant Secretary
Gordon Dexter	Board Supervisor, Assistant Secretary

Also Present:

Al Belluccia	District Engineer, Florida Design
Lynn Hayes	District Manager, Rizzetta & Company, Inc.
Alyssa Willson	District Counsel, Hopping Green & Sams
Jason Liggett	Field Services, Rizzetta & Company, Inc. <i>(via online)</i>
Peter Lucadano	Representative, Redtree Landscaping <i>(joined meeting at 6:25 p.m.)</i>
Jayna Cooper	Potential Candidate District Manager

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

None.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors Meeting held on
July 28, 2021**

Mr. Hayes presented the minutes and inquired if there were any amendments.
There were a few changes- Linda Ramlot was present, Samantha Manning was online

and the day of the week was updated on the agenda page from Thursday to Tuesday.

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 July 28, 2021, as amended, for the Lakeside Community Development District.

FOURTH ORDER OF BUSINESS**Consideration of Operation and Maintenance Expenditures for June 2021**

Mr. Hayes presented the Operation and Maintenance Expenditures for June and July 2021.

On a Motion by Mr. Dexter, seconded by Mr. Koch, with all in favor, the Board of Supervisors ratified the June (\$17,949.56) and July (\$116,645.38) 2021 payments of the Operation & Maintenance Expenditures, for the Lakeside Community Development District.

FIFTH ORDER OF BUSINESS**Presentation of Field Inspection Report**

Mr. Liggett presented the Field Inspection Report dated August 9, 2021.

SIXTH ORDER OF BUSINESS**Presentation of Field Inspection Report with Landscaper's Comments**

Mr. Lucadano provided the landscaper's responses to Mr. Liggett's Field Inspection Report.

SEVENTH ORDER OF BUSINESS**Presentation of Aquatics Report**

Mr. Hayes presented the aquatics report.

EIGHTH ORDER OF BUSINESS**Consideration of District Management Services Third Addendum**

Mr. Hayes explained to the Board there has not been an increase in fees since 2019. This Third Addendum increase is a 2 percent cost of living expense.

On a Motion by Ms. Ramlot, seconded by Ms. Brooks, the Board approved the Third Addendum to the District Management Services Contract, for the Lakeside Community Development District.

NINTH ORDER OF BUSINESS**Consideration of RedTree Structural**

Pruning Proposal

On a Motion by Mr. Koch, seconded by Ms. Ramlot, the Board approved the RedTree Pruning Proposal for 13 trees to be billed October 1, 2021 at a cost of \$3,575, for the Lakeside Community Development District.

TENTH ORDER OF BUSINESS**Consideration of Excavation Quote
for Pond #12**

The Board tabled the consideration of the excavation quote for further discussion at their next Board meeting to allow further review of pictures and diagrams provided by the Aquatics vendor.

ELEVENTH ORDER OF BUSINESS**Discussion of Developer Punchlist**

DE Al Belluccia explained his shared his narrative/comments after his review of the list. It was suggested by District Counsel that the master developer hold construction deposits until these items can be addressed by the home builders. The home builders will focus on small items that could be addressed at this time, not the large items which could be addressed at the completion of the project unless the area in the community has been completed by the home builders. It was requested that Landeavor provide a list/map that shows what home builders are building in each area of the community so all items could be addressed by the appropriate home builder. It was requested by that the CDD Board provide an updated list or additions to the master developer every three months. The CDD Board would like the master developer to coordinate with the home builders to complete all items on the punch list now at Marble Sands area/South Island area that is fully built out. It was suggested by Board member Samantha Manning that CDD Board bid the work out the sidewalk repairs and ADA sidewalk ramps installation and that Samantha has contractors that could do the work for this project. It was further stated that these projects would be billed to the Lakeside CDD and that the master developer would enter into a funding agreement with the Lakeside CDD to pay for the project. It was requested by that the CDD Board that the DE Al Belluccia provide the scope of services for the sidewalks and ADA ramps to Samantha Manning and she would get quotes and DE would also get quotes for the sidewalk repairs and ADA sidewalk ramps installations for only the completed sections of the community that are master developer/home builders responsibility to address and provide them to the District Manager to include in the September 22, 2021 CDD BOS meeting agenda.

TWELFTH ORDER OF BUSINESS**Consideration of Crosswalk/Traffic
Calming Proposal**

This was tabled until District Counsel updates the traffic enforcement agreement.

THIRTEENTH ORDER OF BUSINESS**Consideration of Pier Erosion**

Proposal

On a Motion by Mr. Dexter, seconded by Ms. Ramlot, the Board approved the Pier Erosion Proposal after District Counsel has prepared the agreement in final form, for the Lakeside Community Development District.

FOURTEENTH ORDER OF BUSINESS

**Public Hearing on Fiscal Year
2021/2022 Final Budget**

Mr. Hayes asked the Board for a Motion to Open the Public Hearing for the Fiscal Year 2021/2022 Final Budget.

On a Motion by Mr. Koch, seconded by Ms. Ramlot, with all in favor, the Board of Supervisors opened the Public Hearing for the Fiscal Year 2021/2022 Final Budget, for the Lakeside Community Development District.

There were no public comments at this time.

On a Motion by Ms. Ramlot, seconded by Mr. Koch, with all in favor, the Board of Supervisors closed the Public Hearing for the Fiscal Year 2021/2022 Final Budget, for the Lakeside Community Development District

FIFTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2021-06,
Adopting the Fiscal Year 2022/2022
Final Budget**

Mr. Hayes presented Resolution 2021-06, Adopting the Fiscal Year 2021/2022 Final Budget.

On a Motion by Mr. Dexter, seconded by Ms. Ramlot, with all in favor, the Board of Supervisors adopted Resolution 2021-07 Adopting Fiscal Year 2021/2022 Final Budget, for the Lakeside Community Development District.

SIXTEENTH ORDER OF BUSINESS

**Public Hearing on Imposing Special
Assessments and Certifying the
Assessment Roll for Fiscal Year
2021/2022**

Mr. Hayes called for a motion to Open the Public Hearing.

On a Motion by Mr. Koch, seconded by Ms. Ramlot, with all in favor, the Board of Supervisors opened the public hearing on Imposing Special Assessments and Certifying the Assessment Roll for Fiscal Year 2021/2022, for the Lakeside Community Development District.

There were no public comments at this time.

On a Motion by Mr. Koch, seconded by Ms. Brooks, with all in favor, the Board of Supervisors closed the public hearing on Imposing Special Assessments and Certifying the Assessment Roll for Fiscal Year 2021/2022, for the Lakeside Community Development District.

SEVENTEENTH ORDER OF BUSINESS

Consideration of Resolution 2021-07, Imposing Special Assessments and Certifying an Assessment Roll

Mr. Hayes presented Resolution 2021-07, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2021/2022 to the Board of Supervisors.

On a Motion by Mr. Koch, seconded by Mr. Dexter, with all in favor, the Board of Supervisors adopted Resolution 2021-07, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2021/2022 and authorized District Staff to provide the County with the Assessment Roll to collect Special Assessments, for the Lakeside Community Development District.

EIGHTEENTH ORDER OF BUSINESS

Consideration of Resolution 2021-08, Adopting the Fiscal Year 2021/2022 Meeting Schedule

Mr. Hayes presented Resolution 2020-08, Adopting Fiscal Year 2021/2022 Meeting Schedule to the Board of Supervisors. The Board requested to change the November 24th meeting to November 17th and move the December 22nd meeting to December 15th.

On a Motion by Ms. Ramlot, seconded by Ms. Brooks, with all in favor, the Board of Supervisors adopted Resolution 2021-08, Setting the Fiscal Year 2021/2022 meeting schedule as amended, for the Lakeside Community Development District.

NINETEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

District Counsel discussed street lights and short term loan options. It was requested that the District Staff would shop various lending institutions to possibly be built in to FY 21/22 Budget and the District Manager stated that the CDD Board could authorize use of reserve funds to pay for the street light project but the amount of street lights need to be determined by the CDD Board.

B. District Engineer

B. District Engineer
No report.

C. District Manager
Mr. Hayes indicated the next regular meeting is scheduled for September 22, 2021 at 11:00 a.m. at the offices of Rizzetta & Company located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.

TWENTIETH ORDER OF BUSINESS

Supervisor Requests

None.

TWENTY FIRST 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 Ms. Ramlot, seconded by Ms. Brooks, with all in favor, the Board of Supervisors adjourned the meeting at 8:04 p.m. for the Lakeside Community Development District.


Secretary/Assistant Secretary


Chairman/Vice Chairman

Tab 9

**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, November 17, 2021, at 5:00 p.m.**, at the Lakeside Amenity Center located at 13739 Lakemont Dr., Hudson Florida 34669

Present and constituting a quorum:

Jack Koch	Board Supervisor, Chair
Christina Brooks	Board Supervisor, Assistant Secretary
Gordon Dexter	Board Supervisor, Assistant Secretary

Also Present:

Al Belluccia	District Engineer, Florida Design
Lynn Hayes	District Manager, Rizzetta & Company, Inc.
Alyssa Willson	District Counsel, Kutak Rock LLP
	<i>(via conf. call)</i>
Jason Liggett	Field Services, Rizzetta & Company
	<i>(via conf. call)</i>
Peter Lucadano	Representative, Redtree Landscaping
Kevin Wilt	Representative, Solitude Aquatics
	<i>(joined via conf. call at 5:18 p.m.)</i>

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

Audience members expressed their concerns about the pond maintenance and landscaping deficiencies.

THIRD ORDER OF BUSINESS

**Consideration of Solitude Aquatics
Pond Maintenance Proposal**

Mr. Wilt presented the one-time Solitude Aquatics Pond Maintenance proposal to the Board for consideration. He informed the Board they require a 50% deposit payment upon execution of the agreement.

On a Motion by Mr. Koch, and seconded by Mr. Dexter, with all in favor, the Board of Supervisors approved the one-time Solitude Aquatics Pond Maintenance Proposal for \$8,350 after District Counsel prepares it in final form and authorized the Chair to execute the agreement, for the Lakeside Community Development District.

FOURTH ORDER OF BUSINESS

**Consideration of Electric Monument
Light Proposal**

This was tabled.

FIFTH ORDER OF BUSINESS

**Consideration of Pressure
Washing/Painting Proposals**

Mr. Hayes reviewed the two proposals received for pressure washing and painting and a brief discussion ensued. The Board indicated their desire to go with a prior proposal with Under Pressure which was discussed at the October 27, 2021, Board of Supervisors Meeting.

On a Motion by Mr. Koch, and seconded by Mr. Dexter, with all in favor, the Board of Supervisors approved the Under Pressure Proposal for \$1,500, for the Lakeside Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of RedTree Landscape
Proposals**

On a Motion by Mr. Koch, and seconded by Ms. Brooks, with all in favor, the Board of Supervisors approved the Bee Tree Court Conservation Cutback proposal for \$2,850, for the Lakeside Community Development District.

The RedTree ligistrum tree trimming proposal was tabled.

On a Motion by Mr. Dexter, and seconded by Mr. Koch, with all in favor, the Board of Supervisors approved the oak tree trimming proposal for \$4,675, for the Lakeside Community Development District.

On a Motion by Mr. Koch, and seconded by Ms. Brooks, with all in favor, the Board of Supervisors approved the mulch installation proposal for \$10,125, for the Lakeside Community Development District.

On a Motion by Mr. Dexter, and seconded by Ms. Brooks with all in favor, the Board of Supervisors approved the seasonal color installation proposal for \$1,672.50, for the Lakeside Community Development District.

On a Motion by Mr. Koch, and seconded by Mr. Dexter, with all in favor, the Board of Supervisors approved the juniper removal at Lakemont Drive for the small island area for \$850 and the large island area for \$2,500, for the Lakeside Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of Street Light Placement and Quantity

The Board requested that Mr. Bellucia obtain a proposal for the six streetlights from Withlacoochee River Electric for Seabridge and Crest Lake.

EIGHTH ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors Meeting held on October 27, 2021

Mr. Hayes presented the minutes and inquired if there were any amendments. There were none.

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 October 27, 2021, as presented, for the Lakeside Community Development District.

NINTH ORDER OF BUSINESS

Consideration of Operation and Maintenance Expenditures for October 2021

Mr. Hayes presented the Operation and Maintenance Expenditures for October 2021.

On a Motion by Mr. Dexter, seconded by Mr. Koch, with all in favor, the Board of Supervisors ratified the October (\$66,294.87) 2021 payment of the Operation & Maintenance Expenditures, for the Lakeside Community Development District.

TENTH ORDER OF BUSINESS

Presentation of Field Inspection Report

Mr. Liggett presented the Field Inspection Report dated November 1, 2021.

ELEVENTH ORDER OF BUSINESS

Presentation of Field Inspection Report with Landscaper's Comments

Mr. Lucadano provided his comments to the Field Inspection Report dated November 1, 2021.

TWELFTH ORDER OF BUSINESS

Presentation of Aquatics Report

Mr. Wilt presented his report.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Willson reviewed the new legislation with regards to Stormwater Systems and the need for a stormwater management needs analysis to the Board. She also presented the Kutak Rock Law Firm Fee Schedule.

On a Motion by Mr. Dexter, seconded by Ms. Brooks, with all in favor, the Board of Supervisors ratified the Fee Schedule Agreement for Kutak Rock Law, for the Lakeside Community Development District.

B. District Engineer

Mr. Bellucia reviewed the updated Lakeside CDD Landscape and Maintenance Map and will make further revisions and provide them to the District Manager. He will also obtain a proposal from Geotech for road conditions at Bee Tree Court for the next meeting.

On a Motion by Mr. Koch, and seconded by Ms. Brooks, with all in favor, the Board of Supervisors authorized District Counsel to prepare a formal letter agreement noting the district's request for completion of improvements and understanding of the developer's prior representation for presentation at the next Board meeting, for the Lakeside Community Development District.

On a Motion by Mr. Koch, and seconded by Ms. Brooks, with all in favor, the Board of Supervisors approved the Sitemasters Traffic Calming Device Proposal for \$20,000 after District Counsel prepares the agreement in final form, for the Lakeside Community Development District.

C. District Manager Report

Mr. Hayes presented his report to the Board and announced that the next regularly scheduled meeting is December 15, 2021, at 11:00 a.m. at the offices of Rizzetta & Company located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. Mr. Hayes reviewed the September 30, 2020, Financial Statement of Revenues & Expenditures and noted that the General Fund balance FY 2019-2020 was \$90,179. He recommended

transferring funds from the General Fund to the Reserve Fund Account. The Board decided to table this until the December 15, 2021, meeting

SEVENTEENTH ORDER OF BUSINESS

Supervisor Requests

None.

EIGHTEENTH 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 Ms. Brooks, seconded by Mr. Koch, with all in favor, the Board of Supervisors adjourned the meeting at 7:00 p.m. for the Lakeside Community Development District.
--

Secretary/Assistant Secretary

Chair/Vice Chair

Tab 10

LAKE SIDE COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel, Florida · (904) 436-6270

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

www.lakesidecdd.org

Operation and Maintenance Expenditures November 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2021 through November 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$55,505.18**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Lakeside Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Angel Luis Alvarado	001203	AA102321	Off-Duty State Trooper 10/21	\$ 225.00
Angel Luis Alvarado	001224	AA110721	Off-Duty State Trooper 11/21	\$ 225.00
Anthony W Palese	001220	AP102521	Off-Duty State Trooper 10/21	\$ 225.00
Anthony W Palese	001228	AP110221	Off-Duty State Trooper 11/21	\$ 225.00
Anthony W Palese	001228	AP110821	Off-Duty State Trooper 11/21	\$ 225.00
Christina Brooks	001212	CB102721	Board Of Supervisors Meeting 10/27/21	\$ 200.00
Christina Brooks	001230	CB111721	Board Of Supervisors Meeting 11/17/21	\$ 200.00
Department of Economic Opportunity	001226	85136	Special District Fee FY 2021/2022	\$ 175.00
Florida Design Consultants, Inc.	001239	43174	Engineering Services 10/21	\$ 3,250.00
Florida Design Consultants, Inc.	001239	43175	Engineering Services 10/21	\$ 3,000.00
Gordon G Dexter	001213	GD102721	Board Of Supervisors Meeting 10/27/21	\$ 200.00
Gordon G Dexter	001231	GD111721	Board Of Supervisors Meeting 11/17/21	\$ 200.00
Grau and Associates	001215	A52904439R50	Audit Services FY 20/21	\$ 58.00

Lakeside Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hopping Green & Sams	001227	125825	Legal Services 06/21	\$ 1,396.50
Hopping Green & Sams	001227	125845	Legal Services 07/21	\$ 1,536.00
Hopping Green & Sams	001227	125848	Legal Services 08/21	\$ 3,184.78
Hopping Green & Sams	001227	125893	Legal Services 09/21	\$ 2,232.21
Hopping Green & Sams	001240	126135	Legal Services 10/21	\$ 3,610.50
Illuminations Holiday Lighting	001217	12191121	Holiday Lighting 50% Deposit 11/21	\$ 1,875.00
Jack D Hypes	001216	JH102621	Off-Duty State Trooper 10/21	\$ 225.00
Jack D Hypes	001216	JH103121	Off-Duty State Trooper 10/21	\$ 225.00
Jack William Koch	001219	JK102721	Board Of Supervisors Meeting 10/27/21	\$ 200.00
Jack William Koch	001232	JK111721	Board Of Supervisors Meeting 11/17/21	\$ 200.00
James E LaRose Jr	001205	JL102021	Off-Duty State Trooper 10/21	\$ 225.00
Jeremy R Cohen	001225	JC110121	Off-Duty State Trooper Scheduler's fee 11/21	\$ 225.00
Jeremy R Cohen	001225	JC110321	Off-Duty State Trooper 11/21	\$ 225.00
Kazars Electric Inc.	001218	s7714A	General Electric Work on Floodlights 10/21	\$ 385.20

Lakeside Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Kyle T Fallacaro	001214	KF102421	Off-Duty State Trooper 10/21	\$ 225.00
Kyle T Fallacaro	001214	KF102921	Off-Duty State Trooper 10/21	\$ 225.00
Linda Ramlot	001222	LR102721	Board Of Supervisors Meeting 10/27/21	\$ 200.00
Linda Ramlot	001233	LR111721	Board Of Supervisors Meeting 11/17/21	\$ 200.00
Pasco County Utilities Services Branch	001241	15782366	Water Utility Service 10/21	\$ 20.62
Patrick Elmore	001204	PE102221	Off-Duty State Trooper 10/21	\$ 225.00
Poop 911	001221	LS102021	Pet Waste Station Maintenance 10/21	\$ 275.60
RedTree Landscape Systems, LLC	001206	8177	Irrigation Repairs 08/21	\$ 295.20
RedTree Landscape Systems, LLC	001234	8817	Monthly Landscape Maintenance 11/21	\$ 14,780.00
RedTree Landscape Systems, LLC	001234	8891	Conservation Area Cut-Back 10/21	\$ 1,350.00
Rizzetta & Company, Inc.	001207	INV0000062507	District Management Fees 11/21	\$ 4,126.00
Rizzetta Technology Services, LLC	001208	INV0000008138	Email & Website Hosting Services 11/21	\$ 175.00
Romaner Graphics	001209	20804	Repair Street Sign 10/21	\$ 200.00
Site Masters of Florida, LLC	001210	102521-1	Balance Due-Replace Fence on Hudson 10/21	\$ 900.00

Lakeside Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Solitude Lake Management LLC	001235	PI-A00704174	Lake & Pond Maintenance 11/21	\$ 1,665.00
Solitude Lake Management LLC	001244	SMOR-536549	Lake & Pond Maintenance 11/21	\$ 4,175.00
Suncoast Rust Control Inc.	001236	03958	Commercial Monthly Rust Control Service 11/21	\$ 700.00
Times Publishing Company	001237	0000194284 11/10/21	Account #117744 Legal Advertising 11/21	\$ 102.40
Timothy J Sleyzak II	001211	TS101721	Off-Duty State Trooper 10/21	\$ 225.00
Timothy J Sleyzak II	001223	TS103021	Off-Duty State Trooper 10/21	\$ 225.00
Timothy J Sleyzak II	001229	TS110521	Off-Duty State Trooper 11/21	\$ 225.00
Timothy J Sleyzak II	001229	TS110621	Off-Duty State Trooper 11/21	\$ 225.00
Withlacoochee River Electric Coop., Inc.	001238	Electric Summary 10/21	Summary Billing 10/21	\$ <u>612.17</u>
Report Total				<u>\$ 55,505.18</u>

Tab 10

Tab 11

LAKE SIDE

FIELD INSPECTION REPORT



December 7, 2021
Rizzetta & Company
Jason Liggett -Field Services Manager



Rizzetta & Company
Professionals in Community Management

Summary, Upcoming Events, Hudson Avenue, Lakemont

General Updates, Recent & Upcoming Maintenance Events.

Make sure all ponds are getting mowed during service visits.

The following are action items for RedTree Landscaping 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. **Orange** text represents Staff and **bold, black, underlined** represents questions or information for the BOS.

1. Continue to work on the turf weed control on Lakemont Drive. Noticing a lot of chamber bitter popping up.

2. Improve the vigor of the Saint Augustine on Lakemont Drive.

3. Remove the vines growing in the shrubs at the main entrance monument signs to Lakeside CDD.

4. Annual have been replaced throughout the district.

5. **Remove the dead knockout roses in the center island just pass the main entrance on Lakemont Drive.**

6. Treat the bed weeds at the Crater Circle and Lakemont drive intersection. Removing vines from the Indian Hawthorne's as well.(Pic 6>)

7. **Provide the district a price to infill the dead Jasmine at the same are as above.**

8. During my inspection there was a Magnolia Limb that was laying on the property on the outbound side of Lakemont Drive. Crew to remove this from the property.

9. Treat the bed weeds on Lakemont Drive on the inbound side before Newport Shores Dr.

10. Lift the Ligustrum trees across from the Amenity center on Lakemont drive. These are located at the monument sign.(Pic 10)



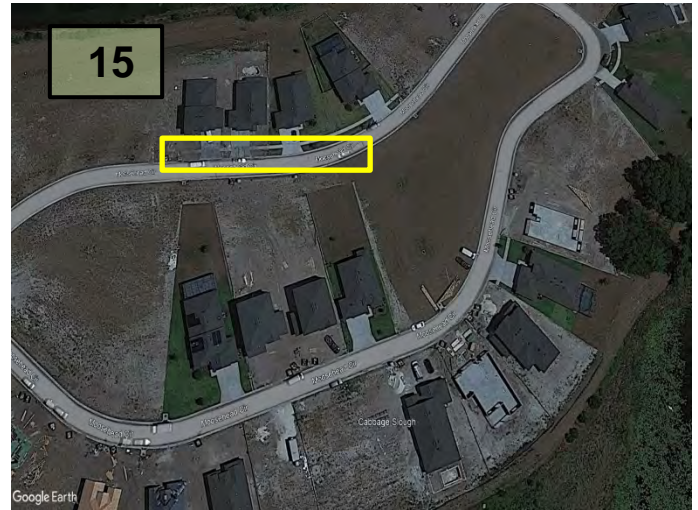


Hudson Avenue Lakemont, Crater Circle, Reindeer Circle

11. Remove the palm Chutes from the beds on Lakemont Drive on the outbound side before Crest Lake Drive and the lift station.(Pic 11)



15. Area on Moosehead circle is not completed and still has construction debris and will need sod installed before landscaping can be done.(Pic 15)



12. Remove the dead from the Flax Lilies at the Lift station at the start Sea Bridge Drive. Treat the bed for turf weeds.

13. During my inspection there were areas of mowing on the lake banks on Marble Shore Court that are needing to be done. I have also requested a price for Redtree to blade trim the lake banks to get them where they can be maintained.(Pic 13)



16. Mowing needs to be completed on Newport Shore Drive in the pond pictures below. (Pic 16)



17. Redtree to make sure we are policing trash and debris in the community on a weekly basis. Specially on Hudson Avenue.

14. Builders still have debris on the Sea bridge Drive island just pass Marble Sands Court. These areas cannot be mowed.



Tab 12

LAKE SIDE

FIELD INSPECTION REPORT



December 7, 2021
Rizzetta & Company
Jason Liggett -Field Services Manager



Rizzetta & Company
Professionals in Community Management

Summary, Upcoming Events, Hudson Avenue, Lakemont

General Updates, Recent & Upcoming Maintenance Events.

Make sure all ponds are getting mowed during service visits.

The following are action items for RedTree Landscaping 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. **Orange** text represents Staff and **bold, black, underlined** represents questions or information for the BOS.

1. Continue to work on the turf weed control on Lakemont Drive. Noticing a lot of chamber bitter popping up. **Completed**
2. Improve the vigor of the Saint Augustine on Lakemont Drive. **Completed**
3. Remove the vines growing in the shrubs at the main entrance monument signs to Lakeside CDD. **Completed**
4. Annual have been replaced throughout the district. **Completed**
5. Remove the dead knockout roses in the center island just pass the main entrance on Lakemont Drive. **Completed**
6. Treat the bed weeds at the Crater Circle and Lakemont drive intersection. Removing vines from the Indian Hawthorne's as well.(Pic 6>) **Completed**
7. Provide the district a price to infill the dead Jasmine at the same are as above. **Proposal coming**
8. During my inspection there was a Magnolia Limb that was laying on the property on the outbound side of Lakemont Drive. Crew to remove this from the property. **Completed**
9. Treat the bed weeds on Lakemont Drive on the inbound side before Newport Shores Dr.

10. Lift the Ligustrum trees across from the Amenity center on Lakemont drive. These are located at the monument sign.(Pic 10)



Completed



Completed



Rizzetta & Company
Professionals in Community Management

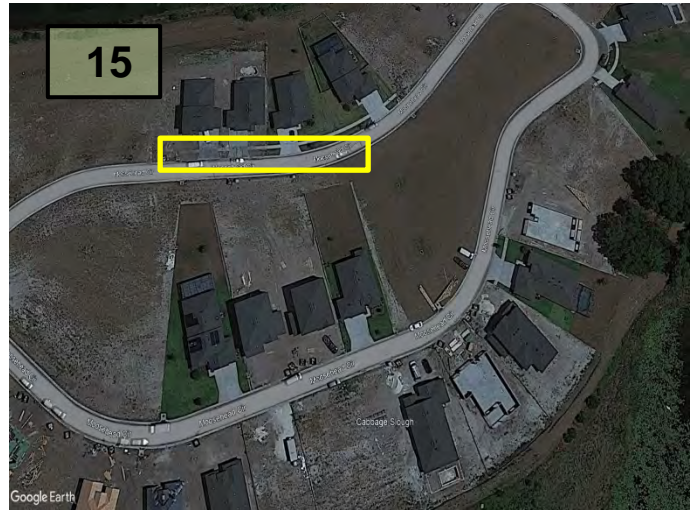


Hudson Avenue Lakemont, Crater Circle, Reindeer Circle

11. Remove the palm Chutes from the beds on Lakemont Drive on the outbound side before Crest Lake Drive and the lift station.(Pic 11)



15. Area on Moosehead circle is not completed and still has construction debris and will need sod installed before landscaping can be done.(Pic 15) **Noted**



12. Remove the dead from the Flax Lilies at the Lift station at the start Sea Bridge Drive. Treat the bed for turf weeds. **Completed**

16. Mowing needs to be completed on Newport Shore Drive in the pond pictures below. (Pic 16) **Proposal attached**



13. During my inspection there were areas of mowing on the lake banks on Marble Shore Court that are needing to be done. I have also requested a price for Redtree to blade trim the lake banks to get them where they can be maintained.(Pic 13) **Proposal attached**



17. Redtree to make sure we are policing trash and debris in the community on a weekly basis. Specially on Hudson Avenue.

Completed

14. Builders still have debris on the Sea bridge Drive island just pass Marble Sands Court. These areas cannot be mowed. **Noted**



Tab 13

SOLITUDE

LAKE MANAGEMENT



Lakeside CDD Waterway Inspection Report

Reason for Inspection: Scheduled-recurring

Inspection Date: 11/22/2021

Prepared for:

District Manager
Rizzetta & Company

Prepared by:

Jason Diogo, Aquatic Biologist

Wesley Chapel Field Office
SOLITUDELAKEMANAGEMENT.COM
888.480.LAKE (5253)

TABLE OF CONTENTS

	Pg
SITE ASSESSMENTS	
PONDS 1, 2, 3	3
PONDS 4, 5, 6	4
PONDS 7, 8, 9	5
PONDS 10	6
MANAGEMENT/COMMENTS SUMMARY	6, 7
SITE MAP	8

1

Comments:

Normal growth observed

Site contains a normal shoreline weed growth. Minor algae noted within the previously sprayed, decomposing grasses. No Submersed weeds.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



November, 2021



November, 2021

2

Comments:

Normal growth observed

Site contains a normal shoreline weed growth. Minor algae noted within the previously sprayed, decomposing grasses. No Submersed weeds.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



November, 2021



November, 2021

3

Comments:

Normal growth observed

Site contains a 2ft swath of algae along the perimeter as well as some shoreline weed growth. Both will be targeted during next maintenance.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



November, 2021



November, 2021

4

Comments:

Normal growth observed

Water level is extremely low. No other issues observed at the time of inspection.

Action Required:

Routine maintenance next visit

Target:

November, 2021



November, 2021

5

Comments:

Normal growth observed

Site has very low water level. Minor shoreline weed growth along the exposed banks.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



November, 2021



November, 2021

6

Comments:

Treatment in progress

Water level is extremely low. Site contains floating Duckweed in the open water section. Expect results 7-14 days following treatment.

Action Required:

Routine maintenance next visit

Target:

Duckweed



November, 2021



November, 2021

Site: 7

Comments:

Requires attention

Substantial amount of nuisance grasses within the native plants. These will be carefully spot sprayed to avoid collateral damage. Open water contains submersed pond weed.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



November, 2021



November, 2021

Site: 8

Comments:

Requires attention

Site contains significant overgrowth along perimeter. Cattails, Pond Weed, and Spatterdock reduction in open water will be targeted next visit.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



November, 2021



November, 2021

Site: 9

Comments:

Treatment in progress

Water level very low. Lots of decomposing Cattails from previous treatment. Open water contains submersed Bladderwort which has been treated recently.

Action Required:

Routine maintenance next visit

Target:

Submersed vegetation



November, 2021



November, 2021

Site: 10**Comments:**

Treatment in progress

Site contains an abundance of Cattails and minor amounts of submersed Pond Weed. Both were treated in Nov. Expect 4-8 weeks for results.

Action Required:

Routine maintenance next visit

Target:

Cattails



November, 2021



November, 2021

Management Summary

This month's inspection included sites 1-10.

With the exception of the sites 7 and 8, the most common theme with the rest were very low water levels. The growth within these sites is minimal and most of it has already been sprayed and well into decomposition.

Sites 6 contained a large amount of floating Duckweed and Watermeal. It was treated during the Nov maintenance and can be expected to clear up in 7-14 days.

Sites 9 and 10 were treated with a systemic herbicide to combat submersed vegetation. We can expect to see a significant reduction in 4-8 weeks and complete results after 12 weeks. We'll continue to monitor the progress and reapply more herbicide until the desired results are achieved.

Sites 7 and 8 have a substantial amount of tall vegetation along their perimeters. Line trimming/removing the vegetation is recommended. Open water vegetation will be targeted during Nov. maintenance via Airboat.

Feel free to reach out to myself, Assistant Service Manager (jason.diogo@solitudelake.com) or our Service Manager Kevin Wilt (kevin.wilt@solitudelake.com), with any question or concerns.

Thanks for choosing Solitude Lake Management!

Site	Comments	Target	Action Required
1	Normal growth observed	Shoreline weeds	Routine maintenance next visit
2	Normal growth observed	Shoreline weeds	Routine maintenance next visit
3	Normal growth observed	Shoreline weeds	Routine maintenance next visit
4	Normal growth observed		Routine maintenance next visit
5	Normal growth observed	Shoreline weeds	Routine maintenance next visit
6	Treatment in progress	Duckweed	Routine maintenance next visit
7	Requires attention	Shoreline weeds	Routine maintenance next visit
8	Requires attention	Species non-specific	Routine maintenance next visit
9	Treatment in progress	Submersed vegetation	Routine maintenance next visit
10	Treatment in progress	Cattails	Routine maintenance next visit



Tab 14

K:\150 ProjData\Exhibits\General\Exhibit 150_Lakeside_EUMA.dwg - Dec 01, 2021 @ 11:51am - layers



- LEGEND**
-  = WETLANDS
 -  = PONDS
 -  = CDD LANDSCAPE / MAINTENANCE AREAS
 -  = CDD OWNED / NOT PART OF LANDSCAPE MAINTENANCE

PROJECT NAME:
LAKESIDE

SHEET NAME:
**LANDSCAPE
MAINTENANCE AREA
EXHIBIT**

PREPARED FOR:
LAKESIDE CDD

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

20525 AMBERFIELD DRIVE, SUITE 201, LAND O' LAKES, FLORIDA 34638
PHONE: (727) 849 - 7588 FAX: (727) 846 - 3648 WWW.FLDESIGN.COM

CREATION DATE:	REVISED DATE:	DRAWN BY:	SHEET NUMBER:
05/23/2019	12/01/2021	JRS	1 OF 1

Tab 15



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** January 26, 2022 @ 5:00 PM
- **FY 2020-2021 Audit Completion Deadline:** June 30, 2022
- **Next Election (Seat 1 Samantha Manning, Seat 2 Linda Ramlot, Seat 5 Jack Koch):** November 9, 2022

District Manager's Report

December 15

2021

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FINANCIAL SUMMARY

10/31/2021

General Fund Cash & Investment Balance:	\$48,394
Reserve Fund Cash & Investment Balance:	\$240,465
Debt Service Fund Investment Balance:	\$690,422
Total Cash and Investment Balances:	\$979,281
General Fund Expense Variance: \$9,415	Under Budget