



Rizzetta & Company

Lake St. Charles Community Development District

Board of Supervisors' Meeting August 6, 2025

District Office:
2700 S. Falkenburg Rd. Ste 2745
Riverview, Florida 33578
813.533.2950

www.lakestcharles.org

**LAKE ST. CHARLES
COMMUNITY DEVELOPMENT DISTRICT**

6801 Colonial Lake Drive Riverview, FL 33578

Board of Supervisors	Virginia Gianakos	Chairman
	Toni Marie Davis	Vice Chairman
	Yvonne Brown	Assistant Secretary
	John Hines Marshall	Assistant Secretary
	Benjamin Turinsky	Assistant Secretary
District Manager	Ruben Durand	Rizzetta & Company, Inc.
District Counsel	Meredith Hammock	Kilinski Van Wyk
District Engineer	Ed Jimenez	Kimley-Horn

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) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, 1-800-955-8771 (TTY) or 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.

Board of Supervisors
Lake St. Charles
Community Development District

July 29th, 2025

FINAL AGENDA

Dear Board Members:

The Special meeting of the Board of Supervisors of the Lake St. Charles Community Development District will be held on **Wednesday, August 6th, 2025, at 2:00 p.m.** at 6801 Colonial Lake Drive Riverview, FL 33578.

BOARD OF SUPERVISORS' MEETING:

- 1. CALL TO ORDER/ ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 4. BUSINESS ITEMS**
 - A. Consideration of Egis Proposal 28522..... Tab 1
 - B. Ratification of FIA Workers Comp Refund Tab 2
 - C. Consideration of Seawall on CDD Property Tab 3
 - D. Consideration of Alpha Foundations Contract Tab 4
 - E. Consideration of Masonry Wall Repair Contract..... Tab 5
 - F. Consideration of Prestige Wall Systems Contract Tab 6
 - G. Discussion of Beautification Project of entry way
 - H. Consideration of Resolution 2025 – XX;
FY 25/26 Meeting Schedule..... Tab 7
 - I. Consideration of Banking Options Tab 8
 - J. Discussion on HOA website maintenance discussion
and relevant CDD issues.
- 5. BUSINESS ADMINISTRATION (Consent Agenda)**
 - A. Consideration of the Regular Meeting Minutes
from July 1, 2025..... Tab 9
 - B. Consideration of the Special Meeting Minutes
from July 14, 2025..... Tab 10
- 6. SHADE SESSION**

A. Opening of Shade Session

The attorney-client shade session, which is closed to the public, is being held pursuant to Section 286.011(8), *Florida Statutes*, and relates to advice on pending litigation expenditures and litigation strategy related to *Martinez v. Lake St. Charles Community Development District*, Case Number 8:25-cv-01128-TPB-CPT, pending in the US District Court, Middle District of Florida (Tampa Division). The subject matter of the closed attorney-client shade session shall be confined to settlement negotiations or strategy sessions related to litigation expenditures. The following persons may be in attendance: The persons attending the next shade session are expected to be the following: Lindsay Moczynski, Jennifer Kilinski, Rob Sniffen, Mitchell Herring, Ruben Durand and Matt Huber, District Manager, Virginia (Ginny) Gianakos; Yvonne Brown; John Hines Marshall; Toni Marie Davis, Benjamin Turinsky, and a court reporter. The attorney-client shade session is anticipated to last 30 minutes, but may be shorter or longer depending upon the needs of the District.

B. Closure of Shade Session

7. SUPERVISOR REQUESTS

8. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 533-2950.

Sincerely,
Ruben Durand
Ruben Durand
District Manager

Tab 1



Lake St. Charles Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

INVOICE

Customer	Lake St. Charles Community Development District
Acct #	137
Date	07/10/2025
Customer Service	Yvette Nunez
Page	1 of 1

Payment Information	
Invoice Summary	\$ -1,236.00
Payment Amount	
Payment for:	Invoice#28522
WC100124567	

Thank You

Please detach and return with payment



Customer: Lake St. Charles Community Development District

Invoice	Effective	Transaction	Description	Amount
28522	07/01/2025	Policy change	Policy #WC100124567 10/01/2024-10/01/2025 FIA WC Workers Compensation - Update class codes	-1,236.00

Total

\$ -1,236.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:
Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349

Remit Payment To: Egis Insurance Advisors

(321)233-9939

Date

P.O. Box 748555
Atlanta, GA 30374-8555

scclimer@egisadvisors.com

07/10/2025

Tab 2



Coverage Agreement Endorsement

Endorsement No.: 1
Member: Lake St. Charles Community Development
District

Effective Date: 07/01/2025
Agreement No.: WC100124567

Coverage Period: October 1, 2024 to October 1, 2025

In consideration of a **return premium of (\$1,236.00)**, the coverage agreement is amended as follows:

Workers Compensation

Changed:

Class codes 9012 and 9015 removed. Class code 7720 added as of 7/1/25.

Subject otherwise to the terms, conditions and exclusions of the coverage agreement.

Issued: July 10, 2025

Authorized by: 

Member:

Lake St. Charles Community Development District
6801 Colonial Lake Drive
Riverview, FL 33578

Term: October 1, 2024 to October 1, 2025
Coverage Provided by: Florida Insurance Alliance
Policy Number: WC100124567

TYPE OF INSURANCE

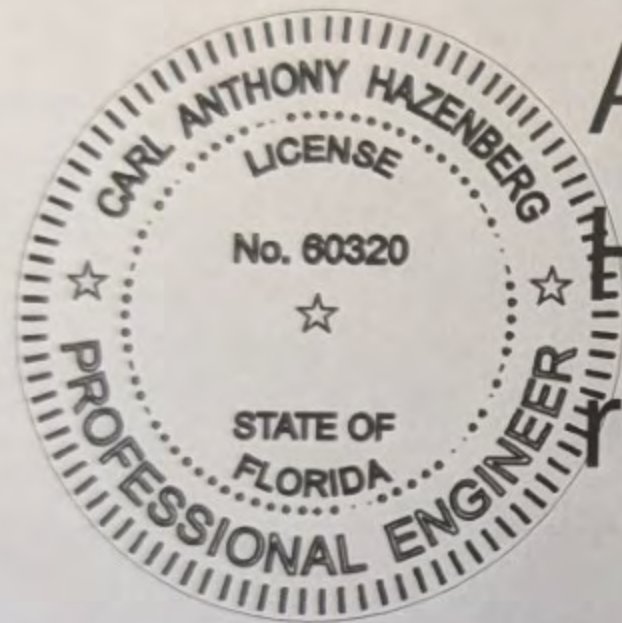
Part A	Workers Compensation <ul style="list-style-type: none">• Benefits: FL Statutory (Medical, Disability, Death)
Part B	<u>Employers Liability:</u> <ul style="list-style-type: none">• \$1,000,000- Each Accident• \$1,000,000- Disease- Policy Limit• \$1,000,000- Disease- Each Employee

Class Code	Description	Payroll	Rate	Premium
7720	Security Enforcement or Protection-- Contract & Drivers	\$5,525	2.83	\$156.36
Total Manual Premium				\$156.36
Increased ELL 1M/1M/1M				\$120.00
				\$276.36
Workplace Safety Credit – 2%				\$0.00
Drug Free Workplace Credit – 5%				\$0.00
Experience Modification				1.000000
Standard Premium				\$276.36
Expense Constant				\$160.00
Terrorism				\$0.55
Policy Total				\$4,104.30

Tab 3

Timber Bulkhead Structural Design
Lukose Residence
7125 Colonial Lake Drive
Riverview, FL

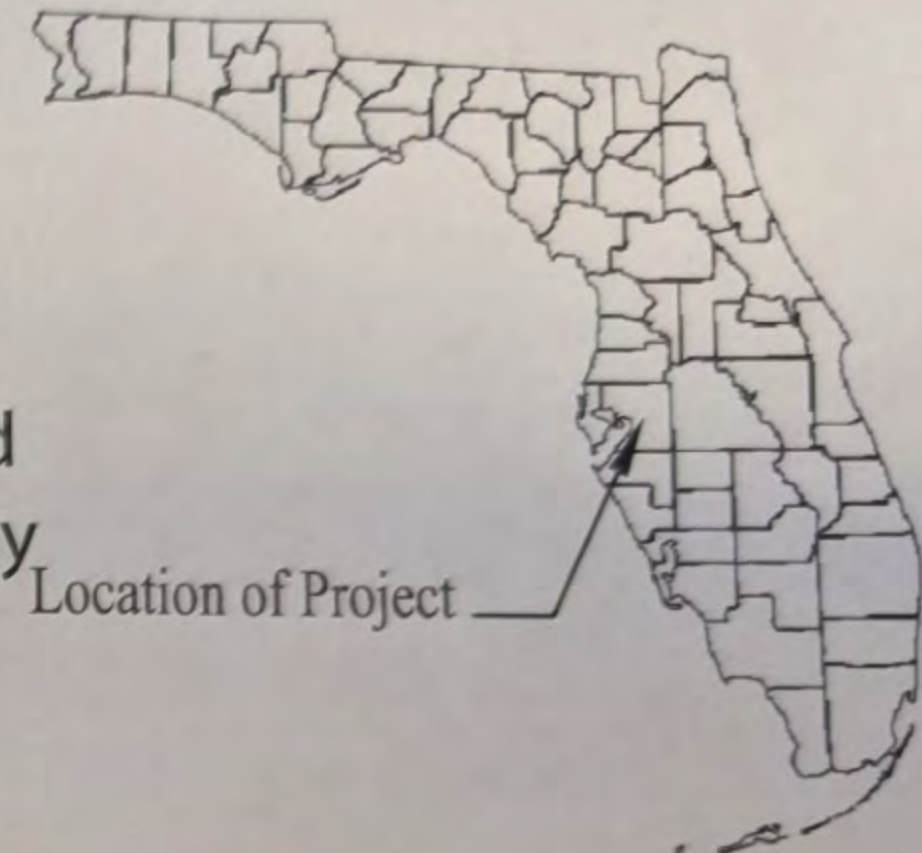
Plans Prepared by:
Ingenium, Inc.
4085 Devereux Chase
Roswell, GA 30075
CA#: 30632



Carl
Anthony
Hazenberg
rg

Digitally signed
by Carl Anthony
Hazenberg

Date:
2025.02.19
14:47:38 -05'00'



For Construction

This item has been electronically
signed and sealed by **Carl A.
Hazenberg** 2/17/2025 using a
SHA authentication code.
Printed copies of this document
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Index of Structure Plans

<u>Sheet No.</u>	<u>Description</u>
1	Title Page
2	General Notes
3	General Notes cont.
4	Overall Layout
5	Typical Section (A-A)
6	Plan View (B-B)



Date: 2/17/2025

General Design & Construction Notes:

Material:

General Design:

- 1.) Design complies with FBC 2023 (8th Ed.).
- 2.) All materials shall be as noted unless local codes provide a stricter guideline i.e. greater strength, durability, etc. It is the contractor's responsibility to understand and comply with these codes.
- 3.) No pipe penetration information has been provided. If penetration through the sheet piles is required contractor is to submit a detail for review.
- 4.) Ingenium has not been provided any information pertaining to existing drains, drain pipes, drainage medium, or any drainage issues that may impact the performance of the proposed sheet pile wall. Ingenium is not responsible for the performance of the proposed sheet pile wall if these drainage systems or issues have not been brought to the attention of Ingenium.

Steel:

- 1.) All steel hardware shall be hot dip galvanized per ASTM A-153 with 2 ounces of zinc per square foot.
- 2.) Washers (ogee, fender or New York dock) shall have a minimum outer diameter of four times the rod/bolt diameter. Beveled washers shall be used for tie-rods installed at an incline.

Dimensional Timber & Piles:

- 1.) All dimensional timber to be SYP No. 2 grade or better.
- 2.) Stagger joints of front and rear timber wales.
- 3.) All timber to meet or exceed AWP standards for preservative treatment as applicable.

Backfill:

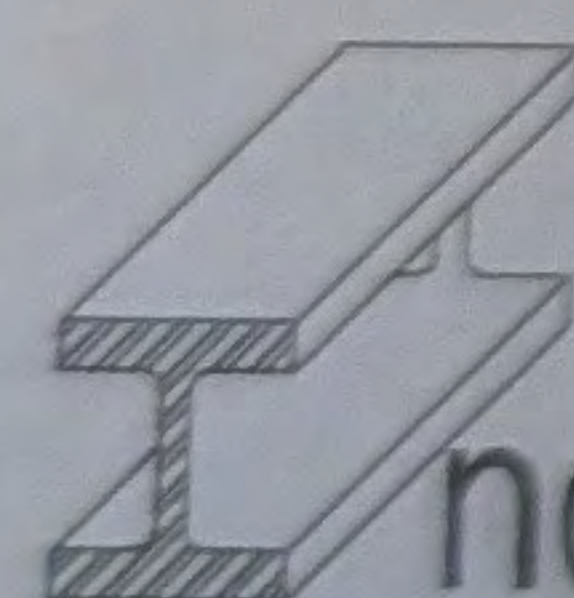
- 1.) Backfill material is to be free-draining sand or gravel (SP, SW, GP or GW) per ASTM D-2487 and compacted a minimum of 95% per ASTM D-698.
- 2.) If a fine grained, non-cohesive soil (fine sands, "sugar sand", etc.) is to be used a geotextile is to be placed between sheet pile and soil before backfill installation.

Geotextile:

- 1.) Geotextile shall be Mirafi 140N or equal.

Drains:

- 1.) Drains shall be 2"Ø EverDrains or approved equal and located as noted in plans.



ngenium, Inc.™

4085 Devereux Chase
Roswell, GA 30075
678.315.1751
CA#: 30632

Scale:

NTS

Date:

2/17/2025

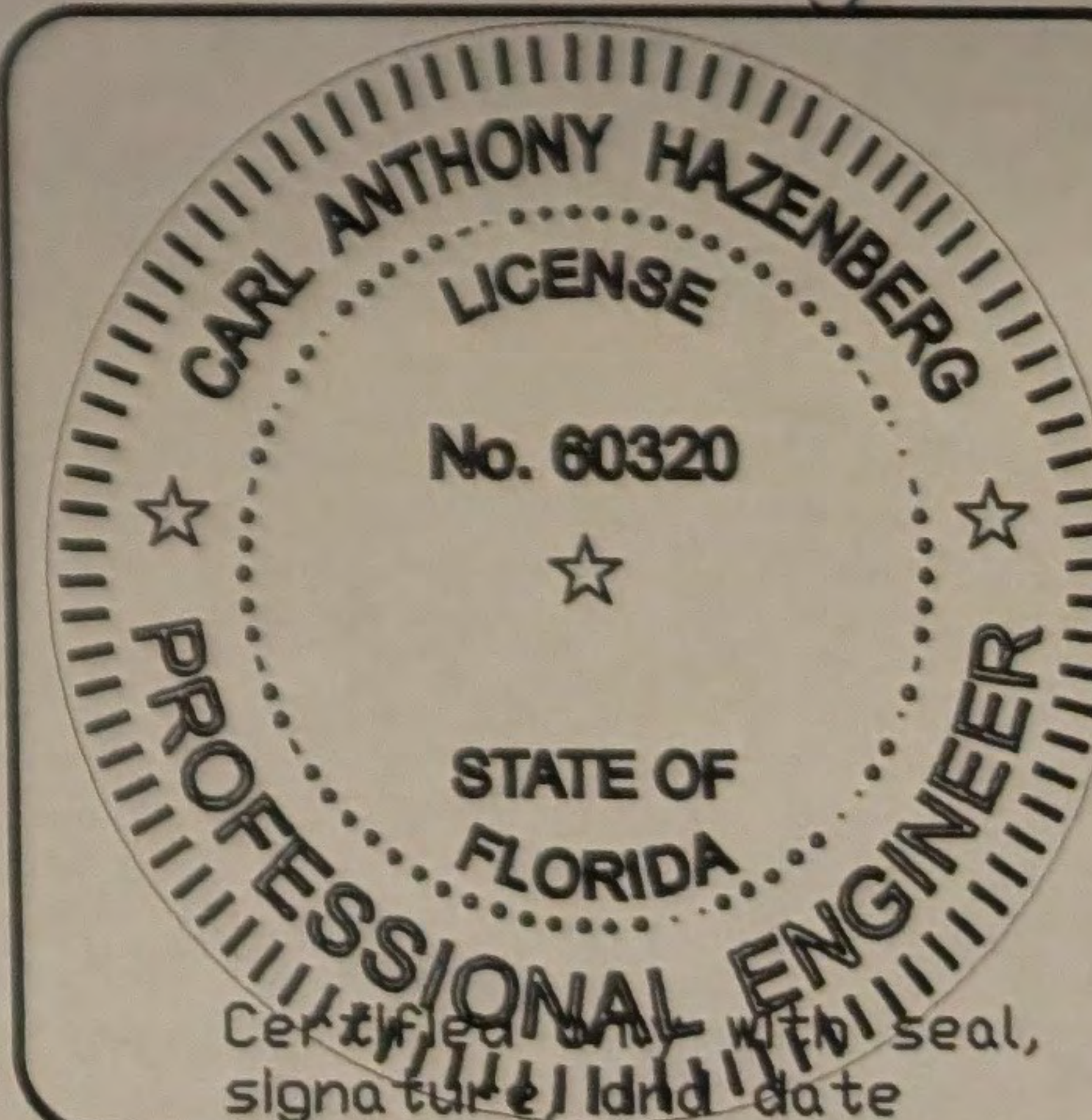
Project:

Timber Bulkhead Design
Lukose Residence
7125 Colony Lake Drive
Riverview, FL

This item has been electronically signed and sealed by **Carl A. Hazenberg** 2/17/2025 using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

Sheet 2 of 6

Carl A. Hazenberg 2/19/25



Design:

- 1.) Design was done without benefit of a soils investigation. Ingenium strongly recommends owner commission a soils investigation and confirmation of assumed soil properties by a registered professional geotechnical engineer.
- 2.) Design is based on soil properties as noted in typical sections.
- 3.) If actual soil or site conditions differ from that noted in drawings, the engineer shall be notified immediately for a possible redesign.
- 4.) Design does not consider global (slope) stability. Owner assumes risk for global stability.
- 5.) Design does not account for presence of underground springs, wells or excessive water from site runoff. If these conditions exist the engineer shall be notified immediately for the need of a redesign.

Installation:

General Installation:

- 1.) Installation to be conducted according to all applicable OSHA and local codes. It is the contractors responsibility to understand and comply with these codes.

Sheet Pile:

- 1.) Timber sheeting may be jetted, vibrated or impact driven provided soil is a typical sandy soil free of clay and/or silt. If clay or silt present, impact or vibration installation will be required.
- 2.) Sheeting shall penetrate to depth shown in the plans.
- 3.) After driving sheeting and attaching wale, saw piling off at a true plane indicated on the plans. Final elevations are to be within one (1) inch of established elevation.

Wale:

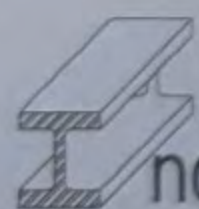
- 1.) Wales are to be installed at the elevations shown in the attached plans.
- 2.) Splices of wales shall be ship-lapped. Splices are to be staggered.

EverDrains:

- 1.) Drains are designed where casing with geotextile can be easily removed and be cleaned.
- 2.) Contractor is to make the owner aware that cleaning of the drains are required at least once every year, or if it becomes evident that the drains are clogged and no longer draining. Contractor is to make the owner aware of this in writing and, if the drains are not properly maintained, could cause excessive loading on the bulkhead/seawall.

Documentation:

- 1.) Contractor shall provide written documentation after the end of the work day certifying all piles (sheet & timber) have been driven to the required depths. If any piles are unable to be driven to the required depths, contractor shall notify the owner and engineer immediately.



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CA#: 30632

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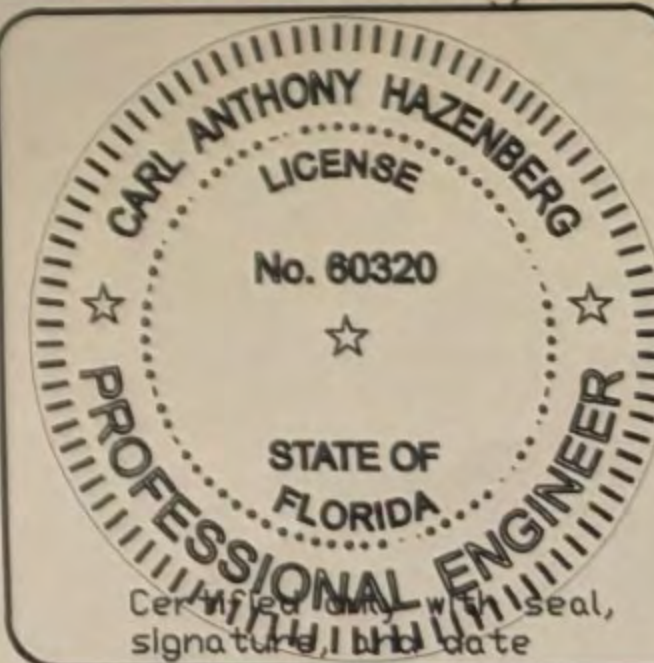
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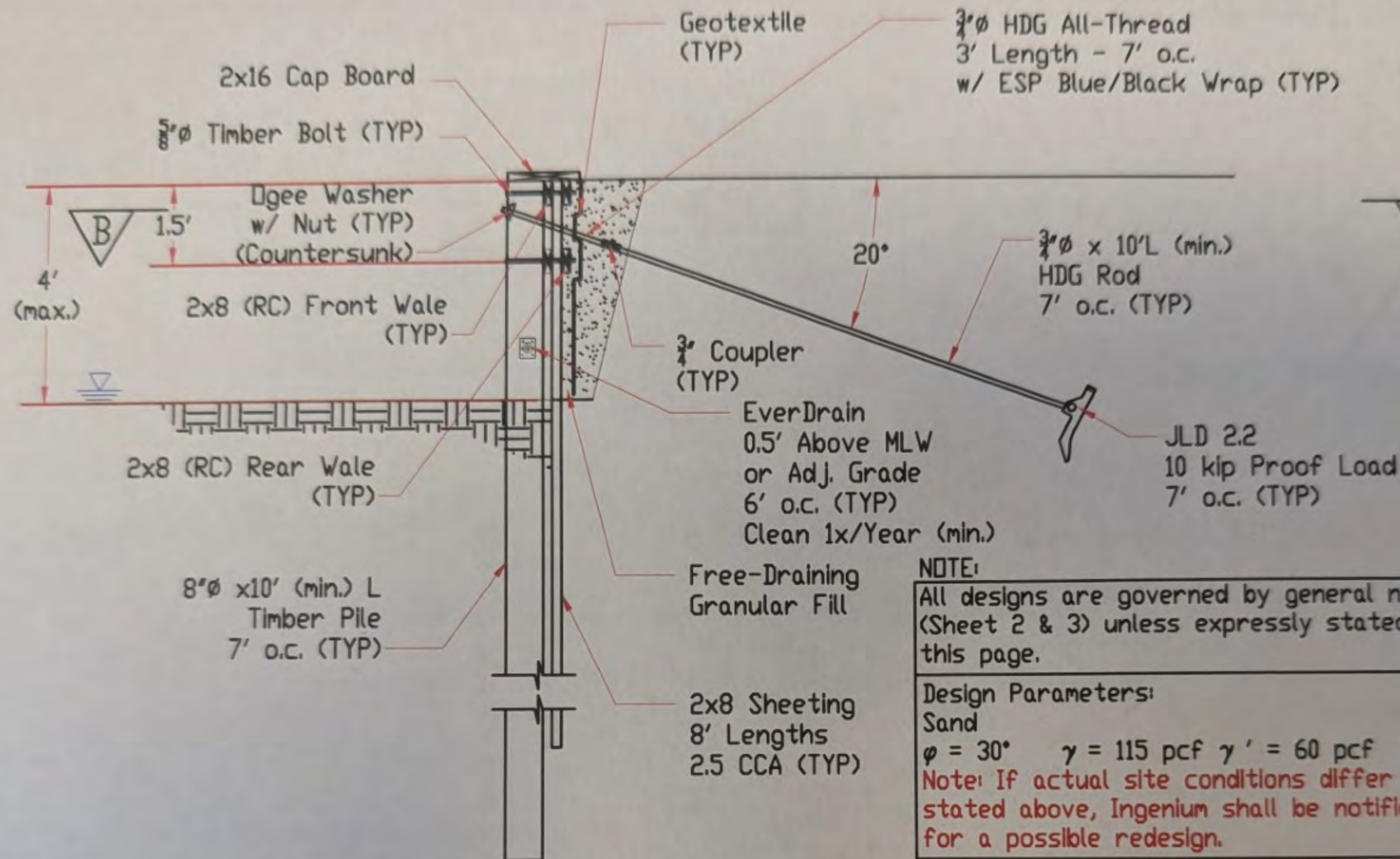
Project:
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Lukose Residence
7125 Colony Lake Drive
Riverview, FL

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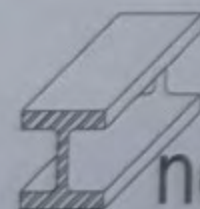
Sheet 3 of 6

Carl A. Hazenberg 2/19/25





Typical Section (A-A)



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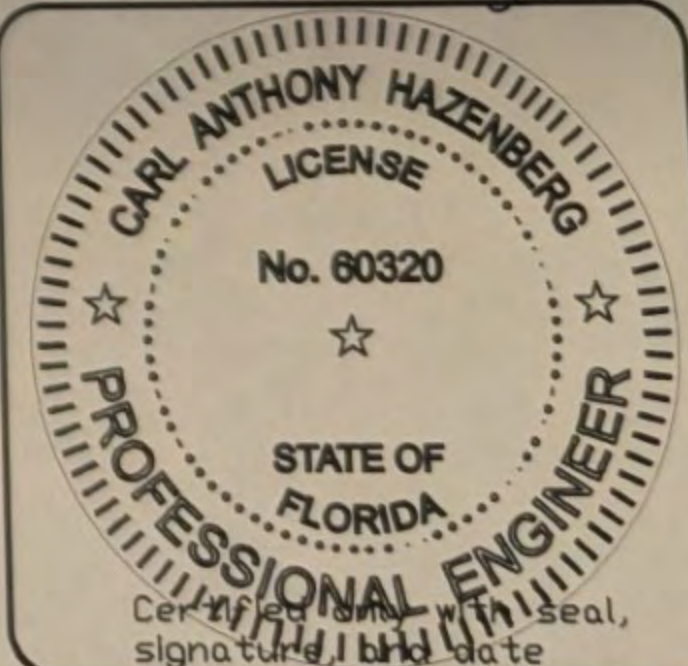
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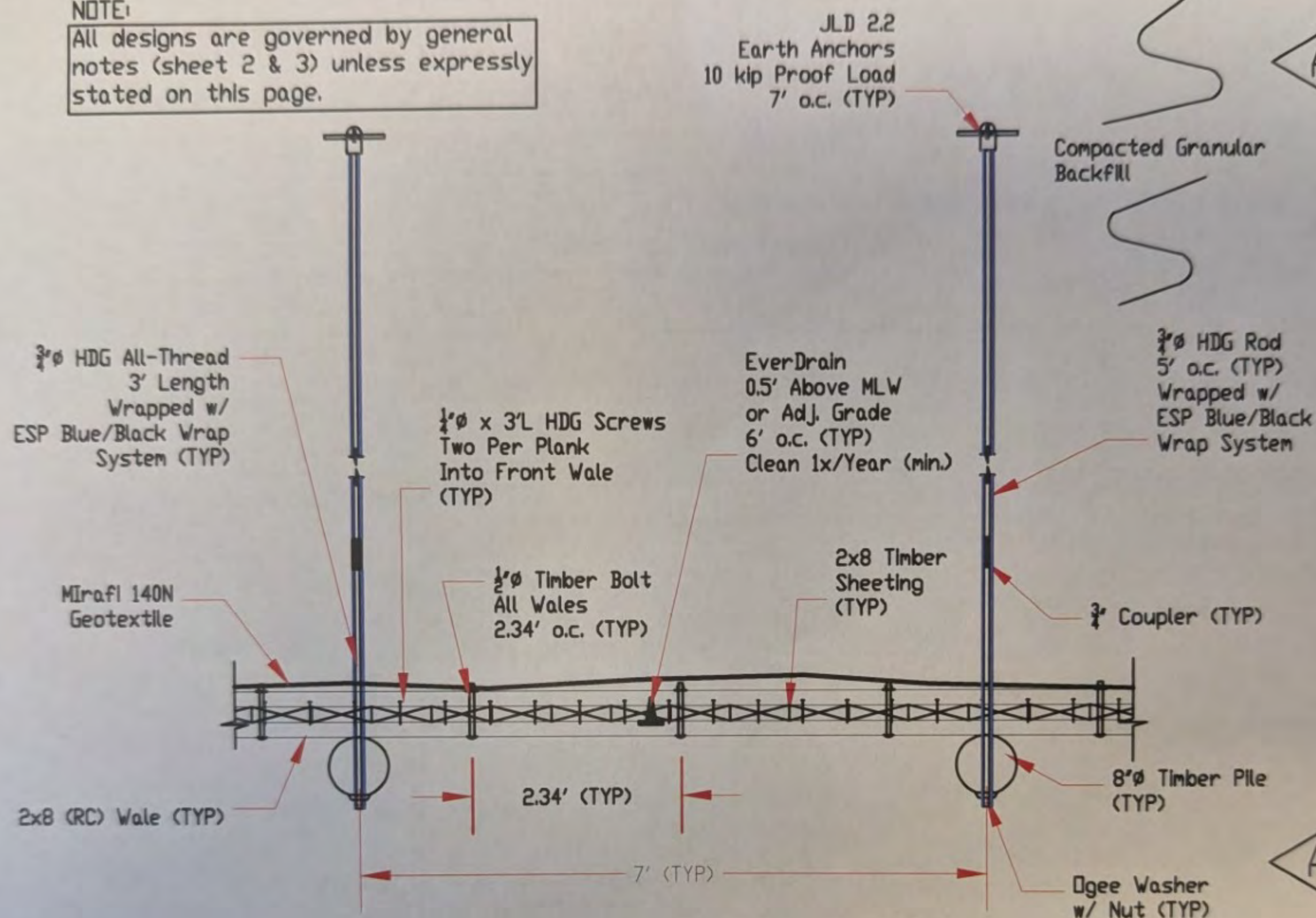
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Sheet 5 of 6

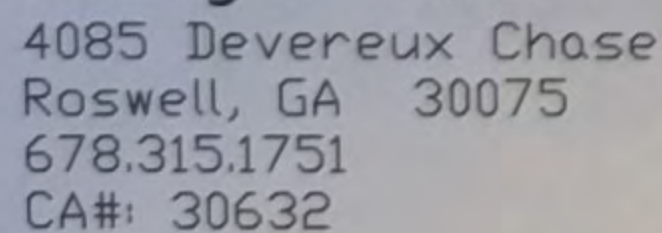
Carl A. Hazenberg 2/19/25



All designs are governed by general notes (sheet 2 & 3) unless expressly stated on this page.



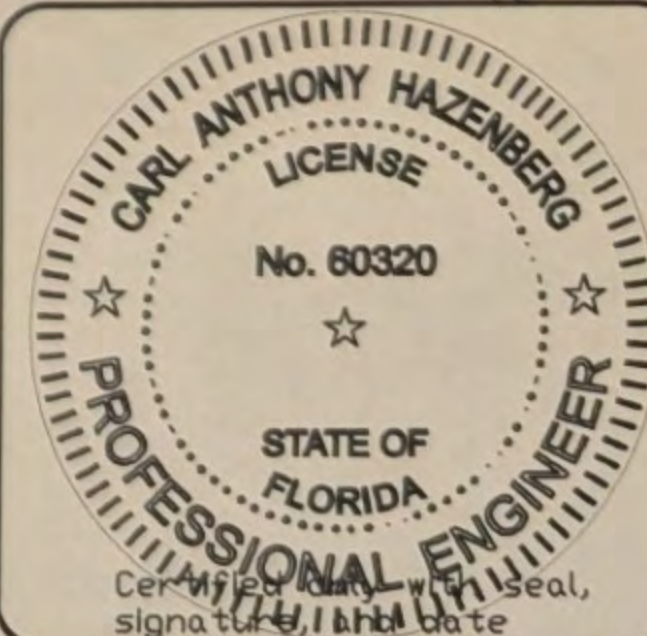
Carl A. Hazenberg 2/19/25

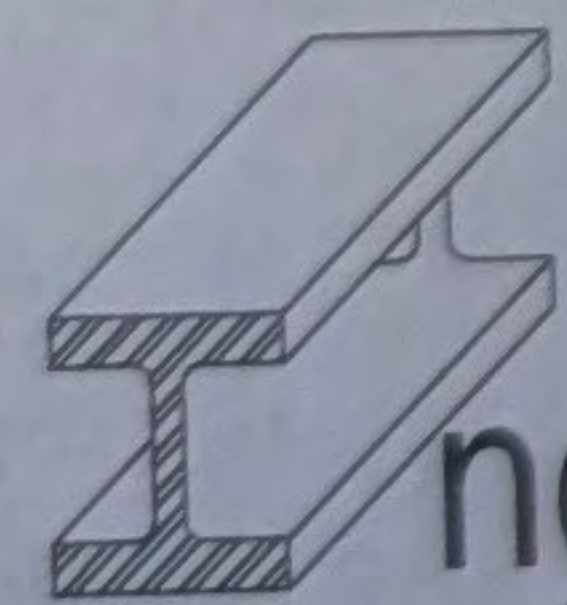
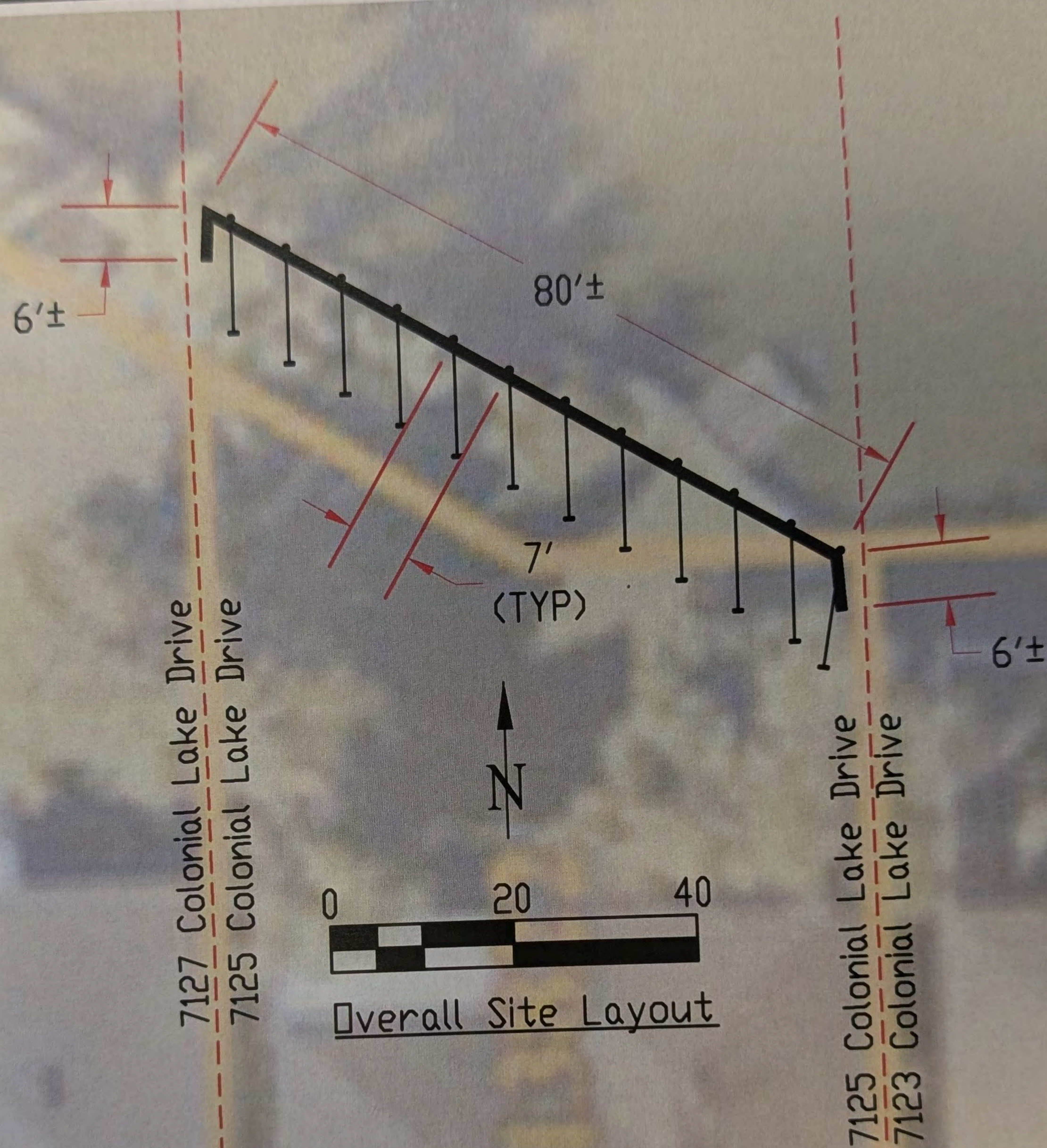


Project:
Timber Bulkhead Design
Lukose Residence
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Sheet 6 of 6





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4085 Devereux Chase
Roswell, GA 30075
678.315.1751
CA#: 30632

Scale:

NTS

Date:

2/17/2025

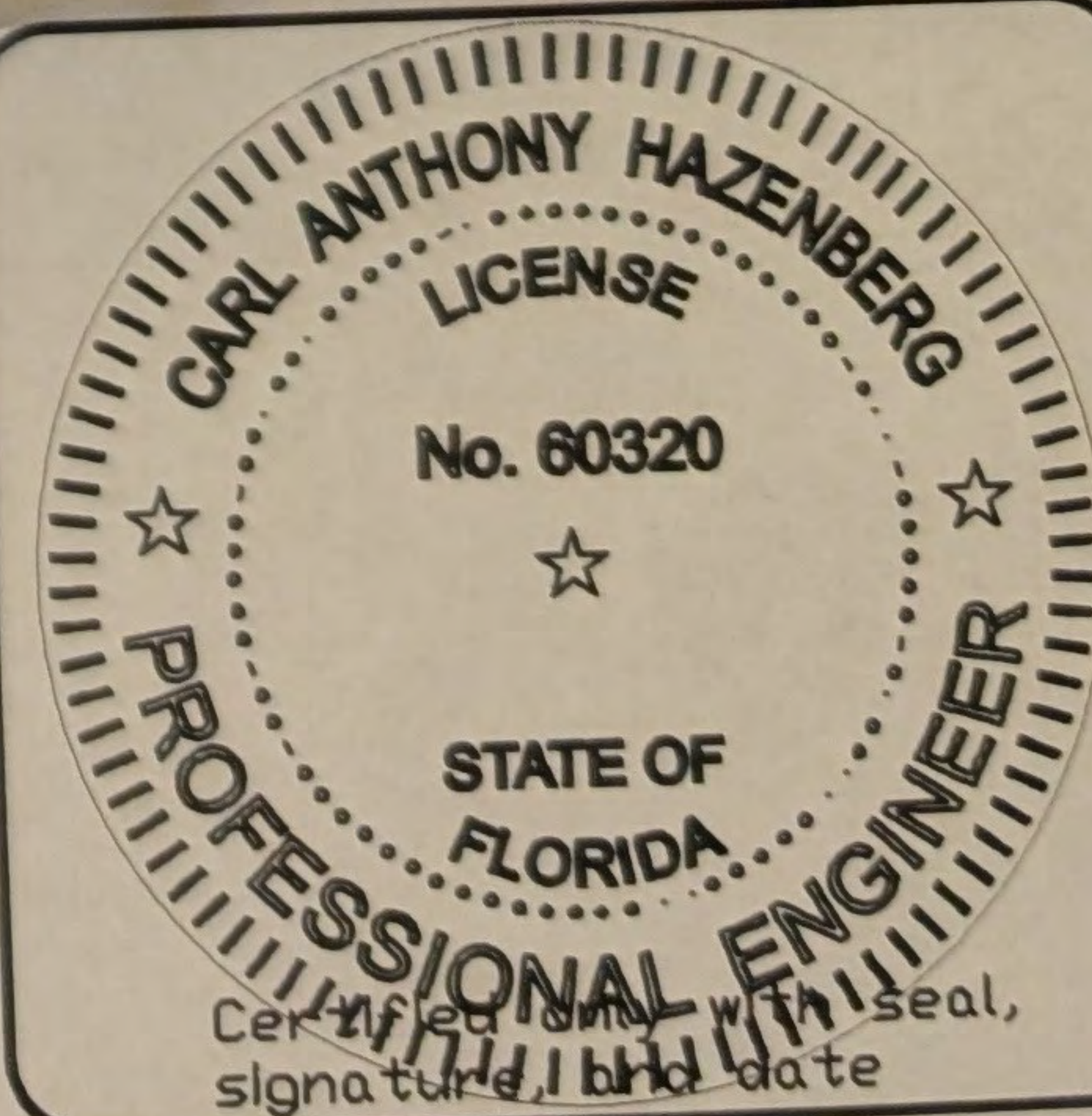
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Sheet 4 of 6

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Tab 4A

Licensed Contractor
CBC1257350
Customer and Account Number
Lake St. Charles Luis Martinez - 335260
Project Location
6801 Colonial Lake Drive Riverview, FL 33578

Date
5/23/2025
Phone (Work or Home)
(813)990-7250
E-mail
security@lakestcharles.org

PROPOSED PRODUCTS

	QTY
SettleStop Helical Pier	15.0
Site Work/Obstruction	15.0

Contract Price \$33,750.75

This Contract, along with the Terms and Conditions, the Warranties, the Notice of Cancellation, and the Payment Terms form the contract (the "Contract") between the Customer and Alpha Foundation Specialists, LLC (the "Contractor").

<p>X _____ Customer is responsible for removing all personal items from the work area.</p> <p>X _____ Customer assumes responsibility for damages to hidden or unmarked utility lines.</p> <p>X _____ Stabilization is warranted. Contractor can attempt to lift at Customer's request.</p>	<p>X _____ A full perimeter drainage system with sump pump was recommended.</p> <p>X _____ Customer is aware of warranty and all addenda.</p> <p>X _____ Customer is responsible for providing all necessary electrical outlets.</p>
---	--

Acceptance of Contract - The above prices, specifications, conditions, and separate warranty are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above or in accordance with the attached addendum. Subject to the Terms and Conditions, Contractor shall endeavor to start work within one hundred fifty (150) days of the date of the Contract and shall endeavor to complete the work within an estimated one hundred twenty (120) days of the start date of the work..

Customer

X _____

X _____

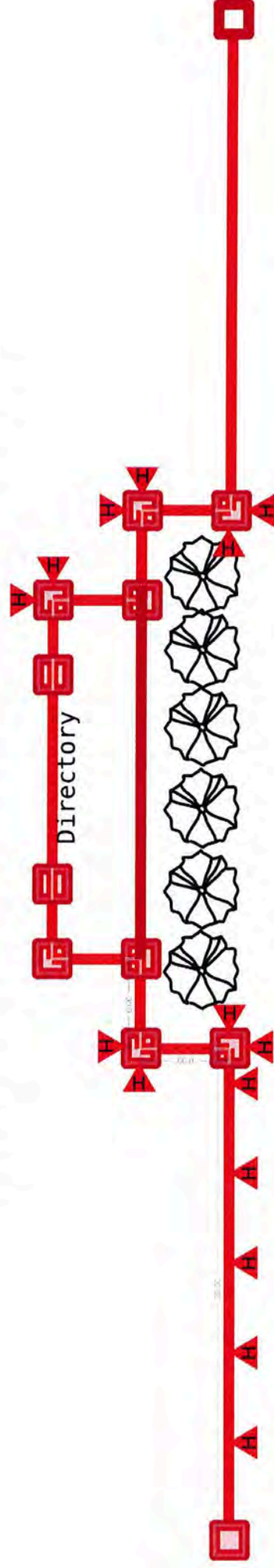
Date 5/23/2025

Contractor

X _____

Date 5/23/2025

15 Helical Piers Lift Level Brick Columns/Brick Wall



Brick Wall/Brick Columns/Concrete Spread Footing

Product Specifications

- Site work and/or obstructions on project.
- Install Foundation Helical Pier(s) to stabilize and protect foundation from further vertical settlement. Customer understands contractor guarantees permanent stabilization of the treated area, however contractor does not guarantee lift, exact levelness, or crack closure due to unforeseen environmental or structural factors that may prevent it. Contractor can attempt Lift at the customers request. Lift is not guaranteed, but stabilization is. Final locations subject to change or adjustment depending on job site conditions. Final location of the piers subject to change. Helical Piers come with a LIFETIME TRANSFERRABLE WARRANTY. See warranty section for full details. Any obstructions or vegetation are the responsibility of the customer unless otherwise specified in this contract. Contractor will take care to remove the vegetation but is not responsible for the life of the vegetation in the work area. Customer understands that if additional soil and/or seed is required, this will be the responsibility of the Customer.

Terms and Conditions

1. **Services.** Alpha Foundation Specialists, LLC d/b/a Alpha Foundations, license no.CBC1257350, is licensed by the Florida Department of Business and Professional Regulation.
This Contract for the services requested by Customer (the "Work") is based primarily upon Customer's description of the project and/or the related problem(s) and is intended to remediate those problem(s). Contractor assumes existing construction generally complies with the relevant building codes. Any drawing(s) attached to the Contract are intended solely for illustration purposes, are not to scale, and do not create any additional representation, warranty, or commitment on the part of Contractor in connection with the Work. Contractor is not responsible for products, services, or conditions not expressly reflected herein, not expressly included in the Contract, and not purchased and paid for by Customer. Start dates and completion deadlines for the Work are approximate and may be affected by events beyond Contractor's control, such as weather, permitting issues, access to the property, etc. Any delay caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating timeframes for payment and performance. Contractor reserves the right to amend the scope of the Work in order to best address the project and/or problems. Any changes to the scope of Work which change the cost, materials, work to be performed, or estimated completion date must be made in writing, signed by both parties, and paid for before the Work can be performed. Any deviation from the scope of Work set forth in the Contract that results in additional costs, including but not limited to unforeseen site conditions, unusual building construction, changes needed after Contractor's engineering/ management review of the signed Contract, and/or special requirements from the county/city/agency, will become an extra charge over and above the contract amount set forth in the Contract. If Customer and Contractor cannot agree on the amount of such additional costs and sign an amendment to the Contract, then Contractor has the option, at its sole discretion, of not proceeding with the Work and canceling the Contract for its convenience. Contractor reserves the right to substitute a product with an equivalent or superior product. The Work will be completed in a workmanlike manner according to the standard practices of the industry, and Contractor will comply with local permitting, inspection, and zoning requirements.
2. **Acceptance of Contract.** By signing the Contract, Customer acknowledges that he/she understands and accepts all terms, the Terms and Conditions and the Warranties, and desires to enter into a contract with Contractor for the completion of the Work. Customer's signature authorizes Contractor to perform the Work as specified in the Contract. The Contract may be withdrawn by Contractor if it is not accepted within thirty (30) days from the date of delivery.
3. **Compensation.** Customer agrees to pay Contractor compensation as set forth in the Contract. Payment must be made in full upon completion of the Work. Failure by Customer to make payments when due shall constitute a breach of the Contract. A service fee of \$25 will be charged for each returned check, and interest at a rate of 1% per month shall be applied to any amounts owed by Customer to Contractor (both pre-judgment and post-judgment) if Customer fails to pay the amounts owed for the Work as agreed.
4. **Insurance.** Contractor represents and warrants that it maintains insurance as set forth in the Contractor's Certificate of Liability Insurance, which can be made available upon request.
5. **Dispute Resolution.**
Dispute Resolution. Contractor and Customer agree that the Contract evidences a transaction involving or affecting interstate commerce and that their agreement to arbitrate, including whether an agreement to arbitrate exists or whether the controversy is subject to an agreement to arbitrate, shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1, et seq. Any claim, dispute, or other matter in controversy arising out of or related to this Contract or breach thereof and/or related to the Work shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules and the FAA in the place where the project is located, unless another location is mutually agreed upon, and judgment on the award rendered by the single arbitrator appointed to decide such proceeding may be entered in accordance with applicable law in any court having jurisdiction thereof. The fee schedule is listed on the AAA website at <http://info.adr.org/constructionfeeschedule/>. For any other issues, the Contract shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules.
If Customer elects to initiate arbitration, the arbitrator has the discretion and authority to award such remedies as may be available under applicable law.
If payment in full is not made when due, Contractor may recover from Customer all expenses of collection, including attorneys' fees, court costs, court reporter fees, and expert witness fees, in such amount as the arbitrator may adjudge reasonable if Contractor prevails on such payment claim. Except as stated in the preceding sentence, each party shall be responsible for its own attorneys' fees for the arbitration. Contractor is also entitled to recover interest on the unpaid amount from the date due until paid at the rate of 1% per month. EACH PARTY TO THIS CONTRACT FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHTS TO TRIAL BY JURY FOR ANY CLAIM, DISPUTE, OR OTHER MATTER IN CONTROVERSY ARISING OUT OF OR RELATED TO THIS CONTRACT.
6. **Customer's Responsibility.**
 - a. **Cosmetic Repairs.** Unless specifically noted in the Contract, Contractor is not responsible for any cosmetic repairs. Rather, Customer is responsible for any finished carpentry, painting, repointing, electrical work, extending discharge lines, replacement of floor tiles, carpeting, paneling, etc. that may be necessary after Contractor has completed the Work, unless such repairs are specifically identified in the Contract. When trenching or excavation is required, Contractor will backfill and compact soil to the best of its ability; however, Customer may need to add more topsoil at a later date if the excavated area settles. Customer is also responsible for any landscaping, reseeding, and resodding that may be necessary after Contractor has completed the Work.
 - b. **Utilities.** Contractor will call the appropriate utility protection service or damage prevention authority (i.e., 811 or "Miss Utility") to have all public underground utilities located. If Customer lives at a rural address, public lines will only be located to the pole or Customer's property line. Customer is responsible for marking any private lines such as satellite dish cables, propane lines, low voltage lighting wires, sprinkler system lines, security system wires, services to outbuildings and swimming pools, etc. Customer assumes all responsibility for damage caused to hidden, buried, or unmarked fuel/utility/service/private lines. Unless otherwise noted, electrical work is not included in this Contract and problems with electrical connections are the responsibility of Customer.
 - c. **Water Seepage.** Customer agrees to maintain positive drainage away from any wall(s) repaired by wall anchors, foundation piers, and/or carbon fiber strips/reinforcers. In the event of a wall anchor installation, a water management system is recommended to reduce hydrostatic pressure (which increases at greater depths) on the wall(s) and reduce the chance of water seepage into the basement. Water seepage into any area of the basement is NOT covered by the attached Warranties.
 - d. **Access and Personal Property.** Customer shall provide access to the areas where the Work is to be performed and shall furnish utilities of electric and water at no cost to Contractor. Customer shall prepare such areas so that Contractor can begin work, including moving all items at least 10 feet away from areas where Work is to be performed and adequately sealing off living space from work areas. Customer shall remove or protect personal property, inside and outside of the residence, including but not limited to carpets, rugs, shrubs and plants, and Contractor shall not be responsible for said items. In the event that the removals have not been completed by the scheduled start date for Work, Customer shall be assessed a trip fee of \$250. Contractor may offer, but is not required, to assist (i) in the preparation of the Work areas and/or (ii) in the removal and replacement of drywall, paneling, flooring, finish carpentry, wall coverings, or landscaping at a rate of \$40 per man hour.
 - e. **Representations.** Customer warrants that except as described in the request for service, all electrical, plumbing, HVAC, restoration, and

handyman services located on the property are in good repair and condition and agrees to indemnify Contractor for any defective conditions that exist prior to or that occur after performance of the Work through no fault of Contractor. Customer is responsible for protecting the components that Contractor provides from future damage and shall follow all instructions provided in maintaining and protecting such components.

7. **On-Site Meetings.** Customer shall meet with Contractor on-site before the Work begins and shall meet with Contractor on-site when the Work is completed and ready for inspection such that Contractor can explain the Work and finalize payment by Customer. Customer shall be responsible for being present on-site during any attempts to lift any part of the structure and/or concrete pavement.
8. **Notice and Contractor's Right to Cure.** Customer shall promptly report, in writing, any problems with the Work to Contractor. If the problem with the Work is attributable to Contractor, Contractor will begin to repair/correct the problem within fourteen (14) days of receipt of written notice and shall complete the repair/correction in a reasonable time.
9. **Assignment.** This Contract will be binding upon the parties hereto and their respective successors and assigns. This Contract is not assignable without the written consent of both parties.
10. **Miscellaneous.** This Contract constitutes the entire agreement of the parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Contract shall not be modified except in writing signed by both parties. The waiver by any party of a breach or the failure to enforce any provision of this Contract shall not operate as a continued waiver or agreement or be construed as any other waiver or agreement. The validity, performance, and construction of this Contract shall be governed and interpreted in accordance with the law of the place where the project is located. If any term, condition, or provision of this Contract is found unenforceable by a court of law or equity, this Contract shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Contract.
11. **Signatures.** This Contract may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. This Contract may be executed by facsimile or electronic signature pages which shall have the same force and effect as original executed signature pages. The person signing below for Customer represents that he/she has authority to act on behalf of the owner(s) of the property described in the Contract.
12. **Limitation of Liability.** IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF THE SUBJECT PROPERTY, DAMAGE TO ANY PROPERTY NOT FURNISHED BY CONTRACTOR, ATTORNEYS' FEES, EXPERT FEES AND/OR COSTS. **THE TOTAL LIABILITY OF CONTRACTOR UNDER ANY CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS CONTRACT AND/OR THE WORK SHALL NOT EXCEED THE TOTAL COMPENSATION PAID BY CUSTOMER TO CONTRACTOR PURSUANT TO THIS CONTRACT.**
13. **FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND.**

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF CUSTOMER LOSES MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850) 921-6593, Construction Industry Licensing Board, 2601 Blair Stone Road, Tallahassee, Florida 32399.

IN WITNESS WHEREOF, Customer and Contractor have caused their duly authorized representatives to execute this Contract as of the date first written above.

Customer

Contractor Alpha Foundation Specialists, LLC

Name:

Name:

X _____

X _____

By: Lake St. Charles Luis Martinez - 335260

By: Lance Evans



Customer Contract

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

Customer Initial: X_____

Warranties

These Warranties are in effect only after the Work is completed and Customer has paid in full. If payment is not received, these Warranties are null and void. These Warranties are made in lieu of all other warranties, express or implied, and of all other obligations on the part of Contractor to Customer. There are no other oral or written warranties. There are no warranties which extend beyond the descriptions that appear below, including no warranties of express or implied merchantability and no warranties of express or implied fitness for a particular purpose. These Warranties are transferable to future owners of the structure on which the Work is completed. Contractor shall charge a fee of \$240 to complete a system inspection and new owner orientation. All warranty claims must be brought prior to the expiration of the applicable warranty period in order to be valid. Contractor does not warrant products not mentioned herein. Some products may be covered by a separate manufacturer's warranty, and Customer is responsible for compliance with any notice and claim procedure included in such warranties.

1. Definitions. The term "stabilize," as used in these Warranties, shall mean to make unlikely to give way or fail. The term "horizontal movement", as used in these Warranties shall mean bowing. The term "vertical movement," as used in these Warranties shall mean settlement.
2. Wall Support Systems. Contractor hereby warrants that wall support systems, including wall anchors, carbon fiber strips, and steel I-beam systems, will stop further inward horizontal movement of the wall(s) in the areas where they are installed for the lifetime of the structure from the date of installation. Wall support systems are warranted only to stabilize repaired walls(s), not straighten. Walls that do not have wall support systems installed by Contractor entirely from corner to corner are not warranted. Contractor recommends annual maintenance for wall support systems. The cost of maintenance is not included in this contract, but maintenance is available from Contractor at an additional charge. For carbon fiber strips, contractor does not warrant against: (1) any tipping or leaning at the top of the wall(s) repaired; (2) shearing or sliding at the bottom of the wall(s) repaired. In the rare instance that the repaired wall(s) experience leaning or shearing, steel brackets or other methods can be installed by Contractor at an additional charge.
3. Foundation Push Piers and Foundation Helical Piers. Contractor warrants that the foundation push piers and foundation helical piers will stabilize the affected area(s) against further vertical movement for the lifetime of the structure from the date of installation. Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's foundation. Foundation push piers and foundation helical piers are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
4. Steel Columns/Adjustable Screw Jacks/IntelliJack Supports/SettleStop Floor Supports. Contractor warrants that the support system will stabilize the affected area(s) against further vertical movement for a period of two (2) years from the date of installation. This two (2) years warranty against further vertical movement is separate and apart from the manufacturer's warranty of twenty-five (25) years on the product(s). Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's framing. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for wood repair (i.e., joist sistering, beam replacement, sill plate repair, cracking/movement in hardwood flooring or tiles) incidental to changes in environmental conditions and/or changes in the building envelope conditions, unless specifically noted in this Contract. Contractor warrants carpentry work for a period of one (1) year. Steel columns/adjustable screw jacks are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
5. Slab Piers. Contractor warrants that the slab piers will stabilize the affected area(s) against further vertical movement for a period of ten (10) years from the date of installation. Contractor DOES NOT WARRANT TO LIFT the slab back to its original position.
6. Water Management. Contractor warrants that if water from the walls or floor wall joint passes through the perimeter of the water management system and into the basement floor, Contractor will provide the additional labor and materials to fix the leak at no additional charge to the Customer. This warranty applies to water management systems along the specific areas where the system is installed. This warranty will be in effect for the lifetime of the structure and may be transferred to future homeowners provided Contractor is notified within thirty (30) days of the real estate transfer. Annual maintenance is strongly recommended for all water management systems, but is not required for the warranty to be in effect. The water management system shall not rust, rot, or corrode for the life of the structure. If the entire perimeter of the basement was not treated, then additional work at an additional charge may be necessary to extend the system or treat other areas or other problems not addressed by this Work. In addition, a pump or power failure is possible; therefore, this warranty is not a guarantee of a dry basement. This warranty shall not apply to condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, wall dampness, or efflorescence (white powder) on concrete, masonry or bricks. Contractor is not responsible for frozen discharge lines or water once it is pumped from the structure. Installation of a water management system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Floor cracks are warranted against leakage only with full perimeter water management systems. Primary AC operated sump pumps and DC back-up pumps may be covered under a separate manufacturer's warranty. Systems that drain to daylight cannot be warranted by Contractor if such system does not drain enough water, does not drain water from under the floor, clogs, or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron get, or iron bacteria from the soil are rare, Contractor cannot be responsible for these situations, or for a system that requires cleaning, flushing, or other service as necessary to keep it functioning.
7. Crawl Space Encapsulation. A crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture; however, the encapsulation system does not claim to be a mold mitigation system and a dehumidification/air purification system is highly recommended to further reduce mold growth. CrawlSeal has a transferable twenty-five (25) years warranty—there will be no charge for service calls on any tears or holes in the CrawlSeal liner (not caused by abuse or misuse), in the unlikely event this occurs. Wet crawl spaces require a drainage system and a sump pump system to remedy any problems with water below the liner. There will be no charge for Contractor to repair tears or holes in the crawl space encapsulation liner, unless Contractor determines that the tear/hole was caused by abuse or misuse. Sump pumps and crawl space encapsulation systems may be covered under a separate manufacturer's warranty. Installation of a crawl space encapsulation system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Contractor is not responsible for frozen discharge lines, water once it is pumped from the structure, or condensation. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for the repair of pre-existing wood damage unless specifically noted in this Contract.
8. PolyRenewal and Expanding Polyurethane Structural Foam. Contractor represents that expanding polyurethane structural foam will fill voids, but will not necessarily lift Customer's slab to meet any criteria of levelness. Contractor recommends sealing all cracks and joints, and Contractor can do so for an additional charge. Contractor warrants that the area where the slab of concrete was stabilized will not settle more than ¼ inch for a period of five (5) years from the date of installation. If it does, Contractor will provide the labor and materials to re-inject the area at no additional charge to Customer. This Warranty does not include patching or caulking between slabs. Customer is aware that the concrete may not be perfectly level or may not lift at all. Contractor guarantees stabilization, NOT LIFT. Any personal items in the work area are to be removed by the Customer

prior to the arrival of the Contractor's crew. This warranty is void if Customer does not maintain grade around slabs and seal joints between slabs.

9. Exclusions. THIS WARRANTY DOES NOT COVER, AND CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR: (a) any product or system that is altered in any way; (b) exterior waterproofing; (c) system damage caused by Customer's negligence, misuse, abuse, or alteration; (d) damage, issues, and conditions incidental to installation, including dust and dirt; (e) changes to wood framing system; (f) damage to personal property of any type; (g) unmarked utility line breakage; (h) private utilities and lines (e.g., sprinkler, plumbing, discharge lines, etc.); (i) damage caused by unforeseen conditions such as mold, asbestos, or lead based paint; (j) removal and/or disposal of any hazardous materials; (k) failure or delay in performance or damage caused by acts of God (flood, fire, storm, earthquake, methane gas, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; (l) damage beyond Contractor's control caused by dry rot, corrosion, termite infestation, and substandard construction; (m) damage done during a lifting operation; (n) basement water seepage, unless a full perimeter drainage system has been installed; (o) heave or any damage caused by it; and (p) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments. EXCEPT AS EXPRESSLY SET FORTH, ALL SERVICES, MATERIALS, PARTS AND COMPONENTS PROVIDED BY CONTRACTOR ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTICE OF CANCELLATION

Transaction Date: X _____

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the Contract or sale, and any negotiable instrument executed by you will be returned within 10 BUSINESS DAYS following receipt by Contractor of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to Contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale; or you may, if you wish, comply with the instructions of Contractor regarding the return shipment of the goods at Contractor's expense and risk.

If you do make the goods available to Contractor and Contractor does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Contractor, or if you agree to return the goods to Contractor and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to:

Alpha Foundation Specialists, LLC at 1615 118th Ave. N, St., Petersburg, FL 33716

NOT LATER THAN MIDNIGHT OF X _____ (Date).

I HEREBY CANCEL THIS TRANSACTION.

(Date) _____

(Customer's signature) _____

If after three business days the transaction has not been canceled, then the deposit will be non-refundable.

PAYMENT TERMS

We propose hereby to complete the services indicated in this Contract for the sum of:

Contract Amount	\$33,750.75
Deposit	\$8,437.69
Due Upon Completion	\$25,313.06

Is the project financed? YES _____ NO _____ (Financing must be set up at the time of the signed contract.)

Approval/Account # _____

X _____ (initial) - Customer must be present on final day of install and final walk-through is to be performed with the job foreman.

X _____ (initial) - Balance to be paid in full to foreman on last day of install. (Unless financed)

BUYER'S RIGHT TO CANCEL.

This is a home solicitation sale, and if Customer does not want the goods or services, Customer may cancel the Contract by providing written notice to Contractor in person, by telegram, or by mail.

This notice must indicate that Customer does not want the goods or services and must be delivered or postmarked before midnight of the third business day after Customer signs the Contract.

The notice must be mailed or delivered to: Alpha Foundation Specialists, LLC at 1615 118th Ave. N, St., Petersburg, FL 33716.

If Customer cancels the Contract, Contractor may not keep all or part of any cash down payment. If Customer does not cancel the transaction during the cancellation period listed in this paragraph of the Contract, the deposit will be non-refundable. See the attached Notice of Cancellation form for further explanation of this cancellation right.

Customer

Contractor

X _____

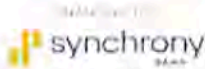
X _____

X _____

Date _____ 5/23/2025

Date _____ 5/23/2025

Tab 5



All Sorts of Services of America, Inc. D/B/A
Chimney Cricket
 1882 Porter Lake Drive, Unit 105
 Sarasota, FL 34240
 Phone: (941) 926-3662, Fax: (941) 926-3671
 Website: www.chimneycricket.com
 Email: info@chimneycricket.com

Estimate
 3792

Contractor's License - CRC1331286

Customer: Luis Martinez
 6801 Colonial Lake Drive
 Riverview
 33578

Issue Date: 05/28/2025

Sales Rep(s):

Customer Contact: Luis Martinez

Address 6801 Colonial Lake Drive Florida Riverview
 33578

Phone (Main): 8139907250

Work Number:

Mobile Number:

Email: security@lakestcharles.org

Technician:

Charge Name	Description	Quantity	Unit	Line Item Discount	Charge
Masonry Wall Repair	Scope of work: Prep area and protect surroundings. Set up to access work area. Footprint see photos. Remove section of wall complete pillar to pillar. Clean as many brick as possible. Try to re-use. Rebuild wall use existing specs. Remove 1 column as needed take back to a sound level. Rebuild using same specs. Remove cement tops clean and reset as needed. Repair and tuck-point 3 additional columns. Labor, material, clean up and haul away debris included. 1/2 deposit 1/2 completion	1		0	\$ 11500.00

Subtotal \$11500.00

Total \$11500.00

SEE PICTURES OF OUR WORK ON FACEBOOK & YOU TUBE *WE BEAT ALL COMPETITIVE BIDS*****

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per industry standards. Any alterations or deviations from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate,

All Sorts of Services of America Inc, DBA Chimney Cricket. All agreements contingent upon strikes, weather, accidents or delays beyond our control. Property owner to carry fire, tornado, and other necessary insurance. In the event this contract is not paid all costs including interest and attorneys fees shall be paid by customer. Deposit is non-refundable - Homeowner is responsible for all material if cancelled. Rescission clause. Customer has three days to request deposit back for work ordered. Clause does not apply to work orders that have parts ordered in advance. Jurisdiction Any suit brought for any reason as a result of this contract, must be brought in the State of Florida, Sarasota County Circuit Court. The parties hereby formally agreeing to jurisdiction as set forth above. Limitation of Liability Any damages claimed by the buyer is limited to 20% of the contract price or \$500.00 whichever is less. Limited Warranty. All work performed is covered by a 2 year limited warranty. Attorney Fees Any suit brought for any reason under this contract, the prevailing party will be entitled to attorney fees. **Payment Structure: 50% Deposit, Balance due immediately upon completion.**

Deposit Amount: \$ 5750 Check No. CVC

Credit Card: Zipcode Expiry Date

Accepted By: Luis Martinez

Terms of Proposal: Amount: \$11500.00 . Proposal good for Days. Terms of Payment As Per Stated Above. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made to Chimney Cricket, Inc. as outlined above.

Date of Acceptance:

Signature :

Tab 6

Prestige Wall Systems Inc

Stucco, Stone, Foam Walls, Framing, Drywall, Tile, Paint
CBC1251837

Brick Repair

WE WILL BEAT ANY OTHERS BID BY \$250
GUARANTEED

May 20, 2025

ATTENTION:

Louis Martinez

PROPOSAL FOR PROJECT KNOWN AS:

6801 Colonial Lake Dr River view Fl 33578

TRADES TO BE PERFORMED:

1. Demolition
2. Brick Labor
3. Wall Repair

EXTERIOR SCOPE OF WORK:

1. DEMOLITION: Labor and equipment to remove approx. 45'x 5'. Also demo one column at the front entrance.
2. BRICK LABOR to install 45'x5' of wall by front entrance that is leaning. Labor to replace one column at the front entrance.
3. WALL REPAIR Labor to repair 3 sections of walls that have gaps at joints by the main entrance of complex. We will fill in with mortar and use any brick repair that is needed

EXTERIOR SCOPE OF WORK BID AMOUNTS:

Demo	\$ 1,640.00
Brick Labor.....	\$ 7,250.00
Wall repair	\$ 1,500.00
TOTAL SCOPE OF WORK BID AMOUNT:.....	\$ 10,390.00

PAYMENT TERMS:

Balance due immediately upon completion.

PROPOSAL BID PACKAGE QUOTE PREPARED BY:

Joe Rodrigues 813-784-2664

continued

This is a quotation on the goods named, subject to the conditions noted below:

INCLUDE: All labor, materials, equipment & insurances to complete scope of work listed above.

EXCLUDE:

1. Any electrical or plumbing. Any landscaping removal or replacement.

INDICATE YOUR AGREEMENT TO ACCEPT THIS BID PROPOSAL AND AUTHORIZE PRETIGE WALL SYSTEMS INC TO ORDER MATERIALS AND PERFROM THE ABOVE SCOPE OF WORK BY SIGNATURE BELOW:

Return via email to: Joerodsold@gmail.com

Signature and Title

Date

Printed

Tab 7

RESOLUTION 2025-XX

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LAKES ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit "A".

Section 2. In accordance with Section 189.015(1), Florida Statutes, the District's Secretary is hereby directed to file annually, with Hillsborough County, a schedule of the District's regular meetings.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

**LAKES ST. CHARLES COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASST. SECRETARY

EXHIBIT "A"
BOARD OF SUPERVISORS' MEETING DATES
LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026

October 8, 2025
November 5, 2025
December 3, 2025
January 7, 2026
February 4, 2026
March 4, 2026
April 1, 2026
May 6, 2026
June 3, 2026
July 1, 2026
August 5, 2026
September 2, 2026

All meetings will convene at [REDACTED] (a.m. / p.m.) Meetings will be held
at [REDACTED].

Tab 8

Rizzetta & Company District Banking Options

Rizzetta & Company is delighted to share that there are now additional banking options available to our District Services customers. Through our new partnership with FirstService Residential (“FSR”), we can utilize their subsidiary, FirstService Financial (“FFI”), to negotiate terms and rates with nationally recognized banks. After careful consideration and review of all available banking options, we are sharing the options below to our District Services customers. We are excited about sharing these benefits with your board and we appreciate the opportunity to serve you.

Both BankUnited and Valley Bank are designated as Qualified Public Depositories (QPDs) in Florida. This means they meet the stringent requirements set by Chapter 280, Florida Statutes, ensuring your funds are protected and managed according to the highest standards of security and compliance.

	General Fund			Investments	
	Current	Proposed Bank		Current	Proposed Bank
	Truist Bank	BankUnited		Bank of Tampa	Valley Bank
Account Type	Checking	Checking		Money Market/ICS	Governmental Checking/ICS
Interest Rate	0%	0.10%		MM .01%-1% ICS 2.55%	Checking & ICS 4%*
Benefits	<p>•Advanced Software Integration: BankUnited offers superior software integration, allowing for smoother and more efficient financial management.</p> <p>•Enhanced Fraud Detection: BankUnited's enhanced fraud detection systems will better identify and prevent suspicious activities, safeguarding district funds. Since the merger of SunTrust and BB&T, we have experienced increased check fraud with Truist, despite using positive pay and other measures.</p> <p>•Commitment to Innovation: BankUnited is committed to continuous innovation, ensuring we benefit from the latest banking technologies and services. Truist's technology is outdated and difficult to use.</p>			<p>•Competitive Rates: Valley, in partnership with FFI, offers a governmental checking and ICS rate of 4%. This can be a substantial benefit to districts with large investment balances. The checking allows for no restrictions to number of withdrawals per month.</p> <p>•Software Integration: Valley Bank will also integrate with our software, allowing for smoother and more efficient management.</p>	

*Rate is fixed through 2025 and reviewed annually.

FirstService Financial is an affiliate of Rizzetta & Company and receives a fee from financial institutions through their partnerships to cover the development, placement, maintenance, and administrative expenses of these programs. The interest earnings for the district are net of the fee paid by the financial institution to FirstService Financial. In addition, FirstService Financial will always disclose their relationships to our clients in advance of any client decision.

Tab 9

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

LAKE ST. CHARLES
COMMUNITY DEVELOPMENT DISTRICT

The Regular meeting of the Board of Supervisors of the Lake St. Charles Community Development District was held on **Tuesday, July 1, 2025, at 7:00 p.m.** at The Lake St. Charles Clubhouse, located at 6801 Colonial Lake Dr., Riverview, FL 33578.

Present and constituting a quorum:

Virginia Gianakos	Chairman
Toni Marie Davis	Vice Chairman
Yvonne Brown	Assistant Secretary
John Hines Marshall	Assistant Secretary
Benjamin Turinsky	Assistant Secretary

Also present were:

Ruben Durand	District Manager; Rizzetta & Co., Inc.
Matt Huber	Regional Manager; Rizzetta & Co., Inc.
David Eskra	Operation Manager; Rizzetta & Co., Inc.
Lindsay Moczynski	District Counsel; Kilinski Van Wyk
Jennifer Kilinski	District Counsel; Kilinski Van Wyk (Via conf. call)
Stephen Reisner	District Counsel; Kilinski Van Wyk (Via conf. call)

Audience	Present
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FIRST ORDER OF BUSINESS

Call to Order

Mr. Durand called the meeting to order at 7:00 p.m. and confirmed a quorum.

SECOND ORDER OF BUSINESS

Audience Comments

A resident voiced disappointment in hiring a management company.

A resident voiced disappointment with how many renters exist within the community.

A resident voiced concerns with the CDD, mentioning two attorneys resigning within two years, no sidewalk maintenance, code violations and District Management fines, would like to see what Rizzetta can do to improve the district.

THIRD ORDER OF BUSINESS**Motion to Amend Agenda to Add Additional Items**

On a motion by Ms. Gianakos, seconded by Mr. Marshall, in a decision of 4-1, the Board agreed to amend the agenda to add additional items for the Lake St. Charles Community Development District.

FOURTH ORDER OF BUSINESS**Staff Introductions****A. District & Amenity Management**

Mr. Durand introduced himself to the Board, and introduced Mr. Eskra, as well as Mr. Huber.

B. District Counsel

Ms. Moczynski introduced herself and her team to the Board. Ms. Moczynski sent an email to the board regarding Sunshine Law, Code of Ethics, and social media.

FIFTH ORDER OF BUSINESS**Business Administration****A. Consideration of Revised District Management Contract**

On a motion by Ms. Gianakos seconded by Ms. Davis, with all in favor, the Board approved the Revised District Management Contract for the Lake St. Charles Community Development District.

B. Consideration of Resolution 2025 – XX; Internal Control Policy

On a motion by Mr. Marshall, seconded by Ms. Gianakos, with all in favor, the Board approved Resolution 2025 – XX; Internal Control Policy for the Lake St. Charles Community Development District.

C. Ratification / Consideration of Resolutions**i. Resolution 2025 – XX; Appointing a District Management**

On a motion by Mr. Marshall, seconded by Ms. Davis, in a decision of 4-1 the Board approved Resolution 2025 – XX; Appointing a District Management for the Lake St. Charles Community Development District.

83 **ii. Resolution 2025 – XX; Designating Officer of the District**

84 On a motion by Mr. Marshall, seconded by Ms. Davis, with all in favor the Board approved
Resolution 2025 – XX; Designating Officer of the District, for the Lake St. Charles
Community Development District.

85 **iii. Resolution 2025 – XX; Redesignating a Qualified Public Depository**

86 On a motion by Mr. Turinsky, seconded by Ms. Brown, with all in favor the Board authorized
87 Mr. Marshall to work with District Management on reconciliation and access of accounts
and provide comparison of bank accounts rates at next meeting, for the Lake St. Charles
Community Development District.

88 **iv. Resolution 2025 – XX; Designating a Registered Agent and Registered**
89 **Office**

90 On a motion by Ms. Gianakos, seconded by Ms. Davis, with all in favor the Board approved
91 Resolution 2025 – XX; Designating a Registered Agent and Registered Office, for the Lake
St. Charles Community Development District.

92 **v. Resolution 2025 – XX; Designating Admin Office of the District**

93 On a motion by Mr. Marshall, seconded by Ms. Davis, with all in favor the Board approved
94 Resolution 2025 – XX; Designating Admin Office of the District, for the Lake St. Charles
Community Development District.

95 **SIXTH ORDER OF BUSINESS**

96 **District Counsel**

97 **A. Consideration of Sniffen & Spellman, P.A Agreement**

98 On a motion by Mr. Turinsky, seconded by Ms. Gianakos, with all in favor the Board agreed
99 to engage with Sniffen and Spellman agreement, for the Lake St. Charles Community
Development District.

100 **B. Consideration Resolution 2025 – XX; Defense Resolution**

101 On a motion by Ms. Gianakos, seconded by Ms. Davis, with all in favor the Board approved
102 Resolution 2025 – XX; Designating a Registered Agent and Registered Office, for the Lake
St. Charles Community Development District.

C. Request for Shade Session

Ms. Moczynski presented the possibility of a shade session before the next regular meeting due to the deadline.

On a motion by Ms. Gianakos, seconded by Ms. Brown, with all in favor the Board authorized District Management to advertise for a Shade Session on July 14th, 2025, at 6:00pm at the Rizzetta Offices in Riverview, for the Lake St. Charles Community Development District.

SEVENTH ORDER OF BUSINESS**Business Items****A. Discussion on Vendors for Facility Cleaning and Dog Station**

On a motion by Ms. Gianakos, seconded by Ms. Davis, with all in favor the Board authorized District Counsel to negotiate a contract and add cleaning of mats and urinal logs, and allow Chair to execute outside of meeting, for the Lake St. Charles Community Development District.

B. Consideration Resolution 2025 – XX; Spending Policy

On a motion by Ms. Gianakos, seconded by Mr. Marshall, with all in favor the Board approved Resolution 2025 – XX; Spending Policy, for the Lake St. Charles Community Development District.

C. Discussion on Banking & Credit Card Accounts

Mr. Huber mentioned banking options will be explored and compared.

Need to cancel credit cards held by previous District Manager accounts on Truist.

D. Discussion on LMP contract

Ms. Gianakos mentioned a resident stated weeds are overtaking the landscapes.

Mr. Turinsky mentioned LMP's representatives are willing to attend meetings.

E. Discussion of Worker's Compensation Insurance renewal

Tabled to next meeting, after asking Egis for proposal.

F. Discussion of Outstanding Bids

Tabled

G. Consideration of Meeting Date Change

Mr. Durand discussed the possibility of changing meeting dates.

EIGHTH ORDER OF BUSINESS**Staff Reports****A. District Counsel**

Present. No Report

B. District Engineer

Not Present. No Report.

C. District Manager

The next meeting will be held on August 5th, 2025, at Colonial Lake Dr., Riverview, FL 33578.

NINETH ORDER OF BUSINESS**Supervisor Requests and Comments**

Ms. Brown voiced concerns over the brick wall.

Mr. Turinsky mentioned he will work with LMP, Pool Vendor.

Mr. Marshall mentioned insurance, risk management, and mitigation reports.

Ms. Gianakos noted she needs a new email.

SEVENTH ORDER OF BUSINESS**Adjournment**

On a motion by Ms. Gianakos, seconded by Ms. Brown, with all in favor, the Board adjourned the meeting at 9:25 p.m., for the Lake St. Charles Community Development District.

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Assistant Secretary

Chair / Vice Chair

DRAFT

Tab 10

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

LAKE ST. CHARLES
COMMUNITY DEVELOPMENT DISTRICT

The Special meeting of the Board of Supervisors of the Lake St. Charles Community Development District was held on **Monday, July 14, 2025, at 6:00 p.m.** at The Offices of **Rizzetta & Company** located at **2700 S. Falkenburg Road Suite 2745, Riverview FL 33578.**

Present and constituting a quorum:

Virginia Gianakos	Chairman
Toni Marie Davis	Vice Chairman
Yvonne Brown	Assistant Secretary
John Hines Marshall	Assistant Secretary
Benjamin Turinsky	Assistant Secretary

Also present were:

Ruben Durand	District Manager; Rizzetta & Co., Inc.
Matt Huber	Regional Manager; Rizzetta & Co., Inc.
Lindsay Moczynski	District Counsel; Kilinski Van Wyk
Jennifer Kilinski	District Counsel; Kilinski Van Wyk (Via conf. call)
Mitchell Herring	District Counsel; Sniffen Law (Via conf. call)
Court Reporter	

Audience **Present**

FIRST ORDER OF BUSINESS

Call to Order

Mr. Durand called the meeting to order at 6:00 p.m. and confirmed a quorum.

SECOND ORDER OF BUSINESS

Audience Comments

No Audience present.

THIRD ORDER OF BUSINESS**Shade Session****A. Opening of Shade Session**

Shade Session Opened.

B. Closing of Shade Session

On a motion by Ms. Gianakos, seconded by Mr. Marshall, with all in favor, the Board agreed to close the Shade Session for the Lake St. Charles Community Development District.

FOURTH ORDER OF BUSINESS**Business Items****A. Motions related to Litigation**

On a motion by Ms. Gianakos seconded by Ms. Davis, with all in favor, the Board approved Mr. Marshall to work with Mr. Herring in regards to litigation for the Lake St. Charles Community Development District.

B. Consideration of Meeting Date, Time Change

On a motion by Ms. Brown, seconded by Ms. Gianakos, with all in favor, the Board approved to authorize District Management to run two advertisements for the purpose of changing the August and September meetings to the 1st Wednesday of each respective month with a start time of 14:00. The location will remain as The Lake St. Charles Clubhouse.

C. District Manager

On a motion by Ms. Gianakos, seconded by Mr. Marshall, The Board unanimously approved the elimination 749 – 9768 phone number for Verizon for the Lake St. Charles Community Development District.

FIFTH ORDER OF BUSINESS**Supervisor Requests and Comments**

On a motion by Ms. Gianakos, seconded by Mr. Marshall, The Board unanimously approved District Management to run an advertisement for a Shade Session at the conclusion of the August meeting or 2:00pm, whichever comes later for the Lake St. Charles Community Development District.

Ms. Brown inquired about the Pay schedule for Supervisors and stated the water fountain was out. She also would like to see estimates for brick walls.

Mr. Turinsky stated the lights on the boulevard and all Outdoor TECO lighting is out. He also requested District Manager to prepare a spread sheet as a to-do list.

Ms. Gianakos stated she has a new email, and her old one is not working but she needs access to it. She would like Mr. Eskra to update the emergency preparedness plan.

Mr. Marshall would like a list of items needed to do the job effectively, Egis risk assessment concerned area, asphalt is raised by playground.

SIXTH ORDER OF BUSINESS

Adjournment

On a motion by Ms. Gianakos, seconded by Mr. Marshall, with all in favor, the Board adjourned the meeting at 8:08 p.m., for the Lake St. Charles Community Development District.

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Assistant Secretary

Chair / Vice Chair

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