



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

August 5th, 2025

REVISED 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.
- K.** Consideration of Resolution 2025 – XX;
Public Comment and Public Decorum Tab 9
- L.** Consideration of Resolution 2025 – XX;
Adopting Prompt Payment Policy Tab 10
- M.** Consideration of Resolution 2025 – XX;
Adopting Records Retention Policy (have two options with memo
explaining difference)..... Tab 11
- N.** Consideration of Resolution 2025 – XX;
Rescheduling Budget Hearing Tab 12
- R.** Consideration of Resolution 2025 – XX;
Redesignating a Qualified Public Depository Tab 13

5. BUSINESS ADMINISTRATION (Consent Agenda)

- A. Consideration of the Regular Meeting Minutes
from July 1, 2025 Tab 14
- B. Consideration of the Special Meeting Minutes
from July 14, 2025 Tab 15
- C. Ratification of Operations and Maintenance
Expenses for July 2025 Tab 16

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

C. Motions related to Litigation

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

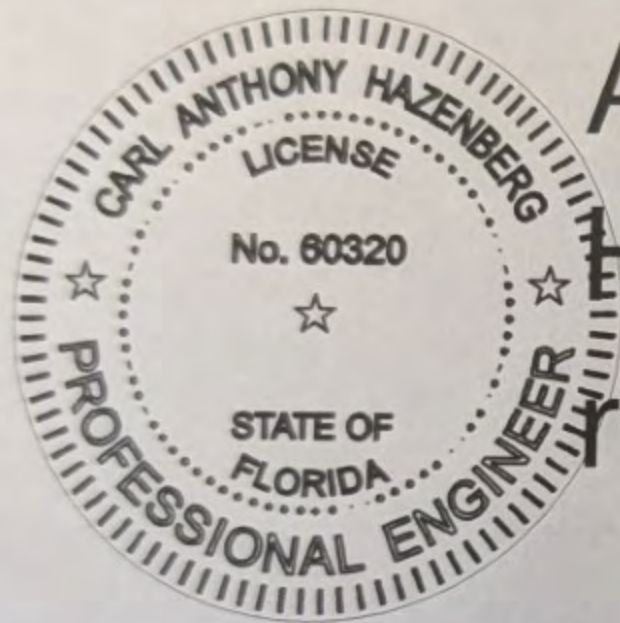
Part A	Workers Compensation <ul style="list-style-type: none">• Benefits: FL Statutory (Medical, Disability, Death)
Part B	<u>Employers Liability:</u> <ul style="list-style-type: none">• \$1,000,000- Each Accident• \$1,000,000- Disease- Policy Limit• \$1,000,000- Disease- Each Employee

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

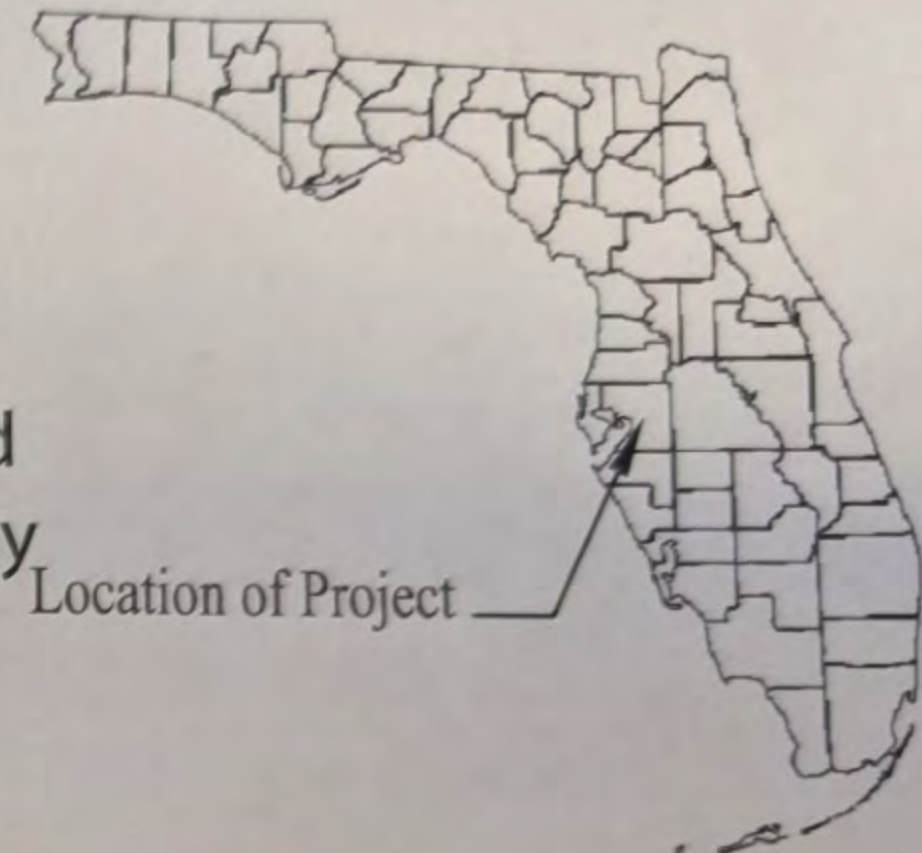
Plans Prepared by:
Ingenium, Inc.
4085 Devereux Chase
Roswell, GA 30075
CA#: 30632



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
are not considered signed and
sealed and the SHA
authentication code must be
verified on any electronic copies.

Index of Structure Plans

Sheet No.	Description
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:

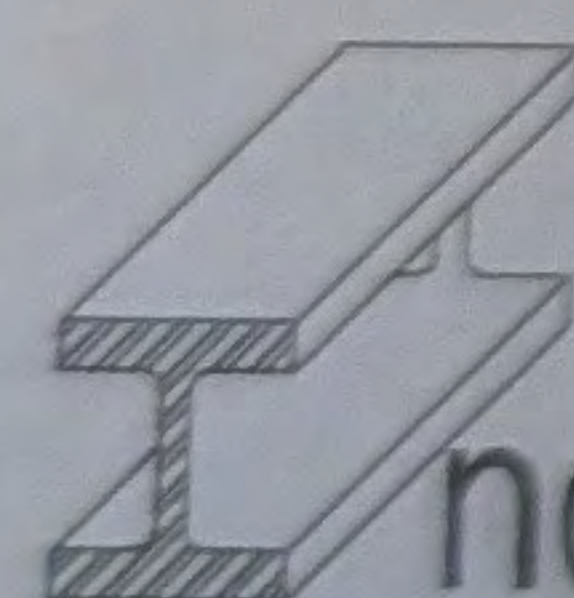
- 1.) Backfill material is to be free-draining sand or gravel (SP, SW, GP or GW) per ASTM D-2487 and compacted a minimum of 95% per ASTM D-698.
- 2.) If a fine grained, non-cohesive soil (fine sands, "sugar sand", etc.) is to be used a geotextile is to be placed between sheet pile and soil before backfill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

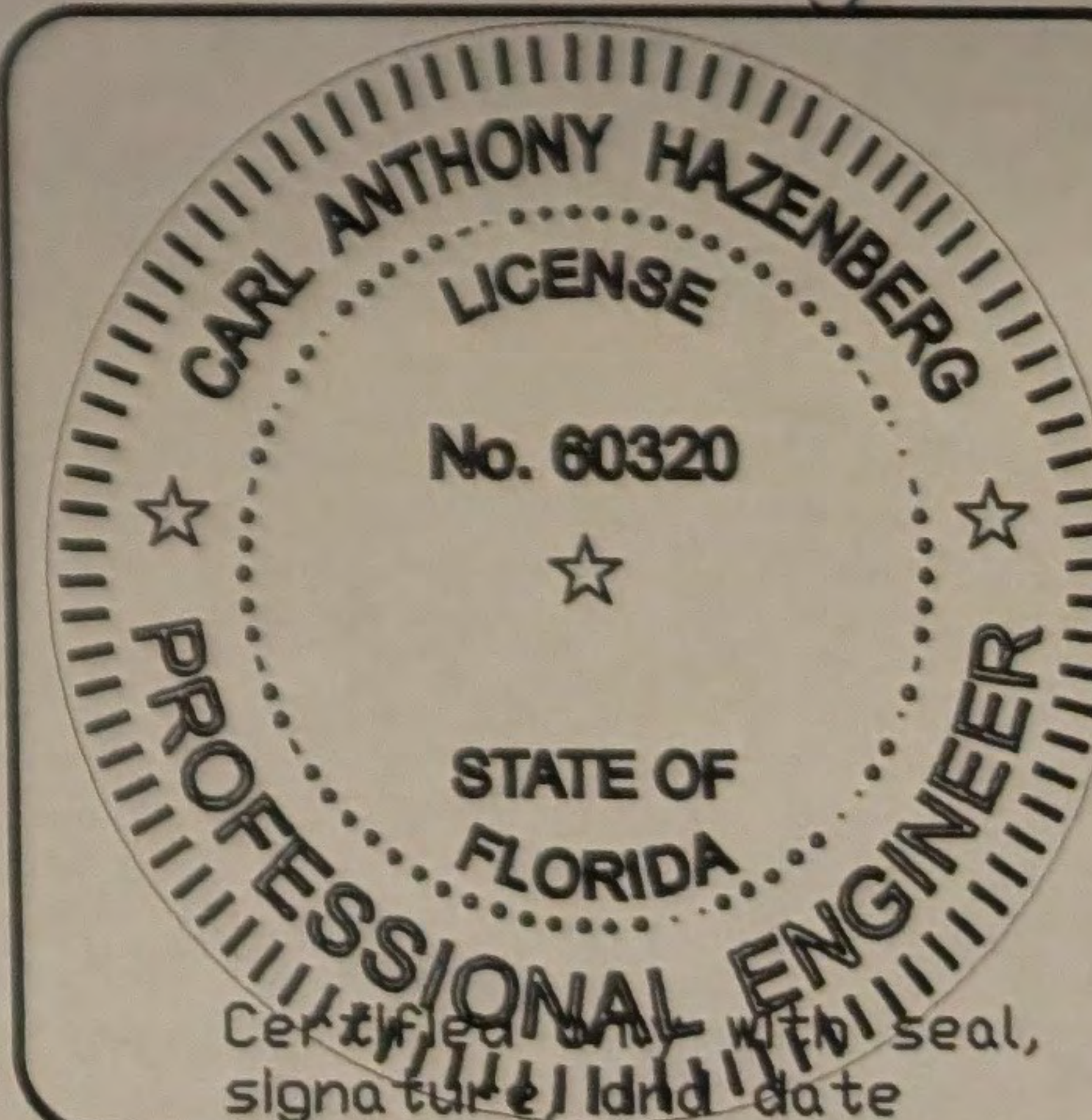
Project:

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:

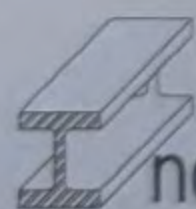
- 1.) Wales are to be installed at the elevations shown in the attached plans.
- 2.) Splices of wales shall be ship-lapped. Splices are to be staggered.

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

Scale: NTS

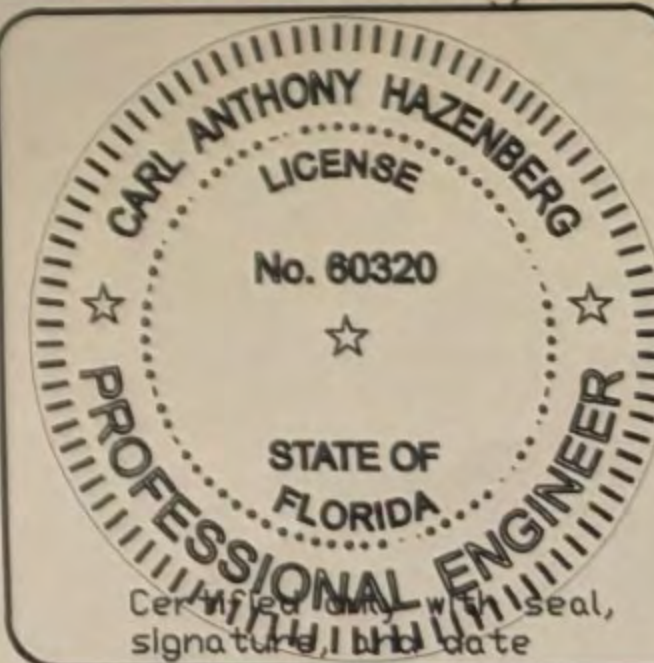
Date: 2/17/2025

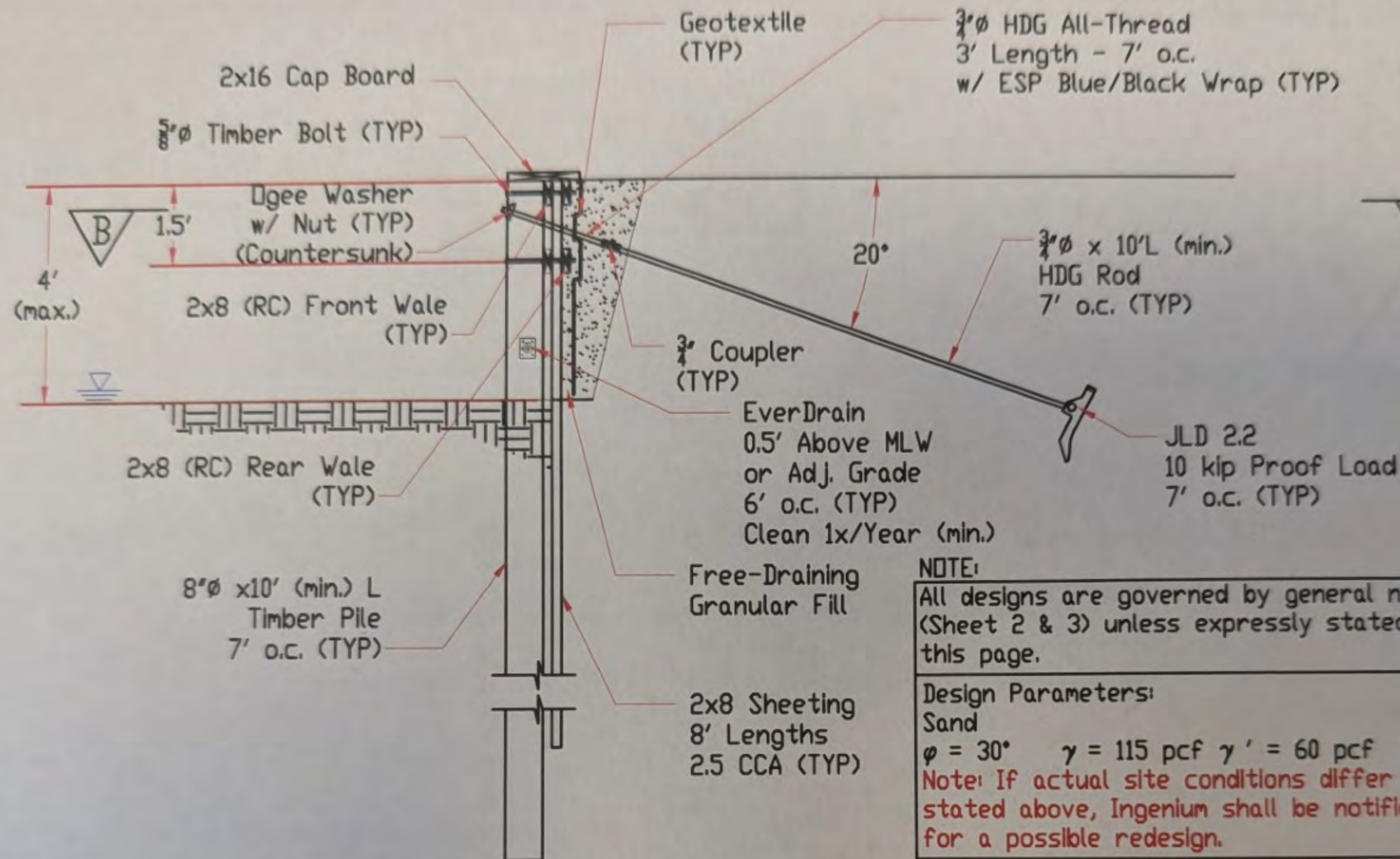
Project:
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Lukose Residence
7125 Colony Lake Drive
Riverview, FL

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Sheet 3 of 6

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NOTE:

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

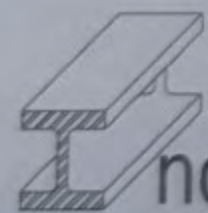
Design Parameters:

Sand

$\phi = 30^\circ$ $\gamma = 115 \text{ pcf}$ $\gamma' = 60 \text{ pcf}$ $C = 0 \text{ psf}$

Note: If actual site conditions differ from those stated above, Ingenium shall be notified immediately for a possible redesign.

Typical Section (A-A)



Ingenium, Inc.TM
 4085 Devereux Chase
 Roswell, GA 30075
 678.315.1751
 CA#: 30632

Scale: NTS

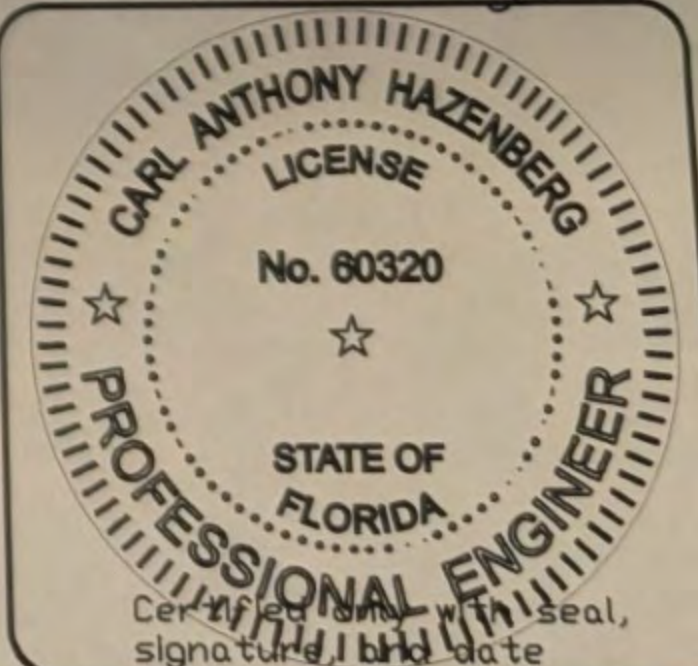
Date: 2/17/2025

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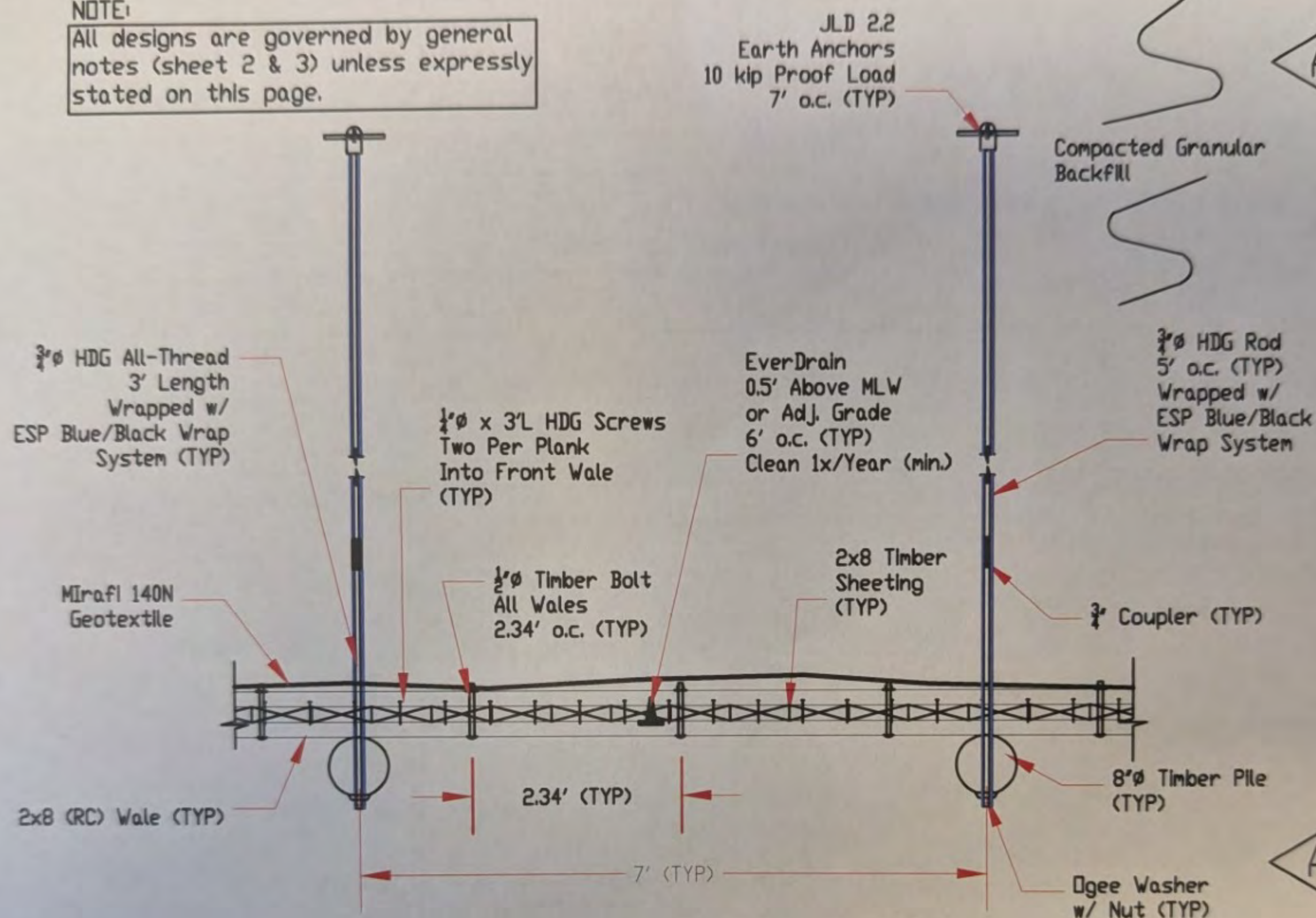
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Sheet 5 of 6

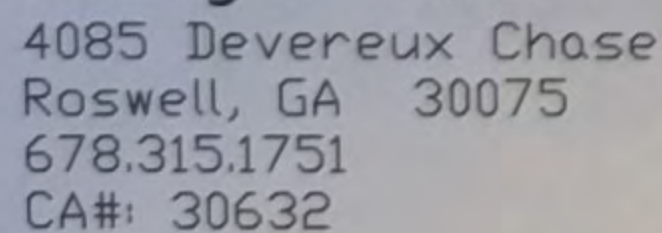
Carl A. Hazenberg 2/19/25



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



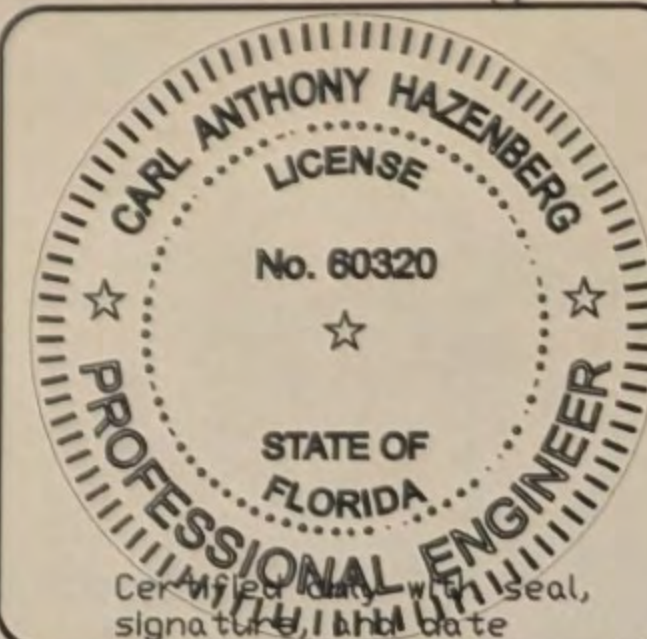
Carl A. Hazenberg 2/19/25

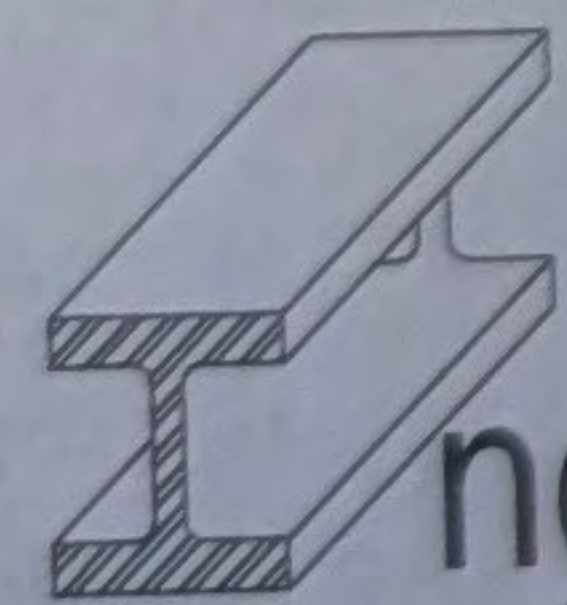
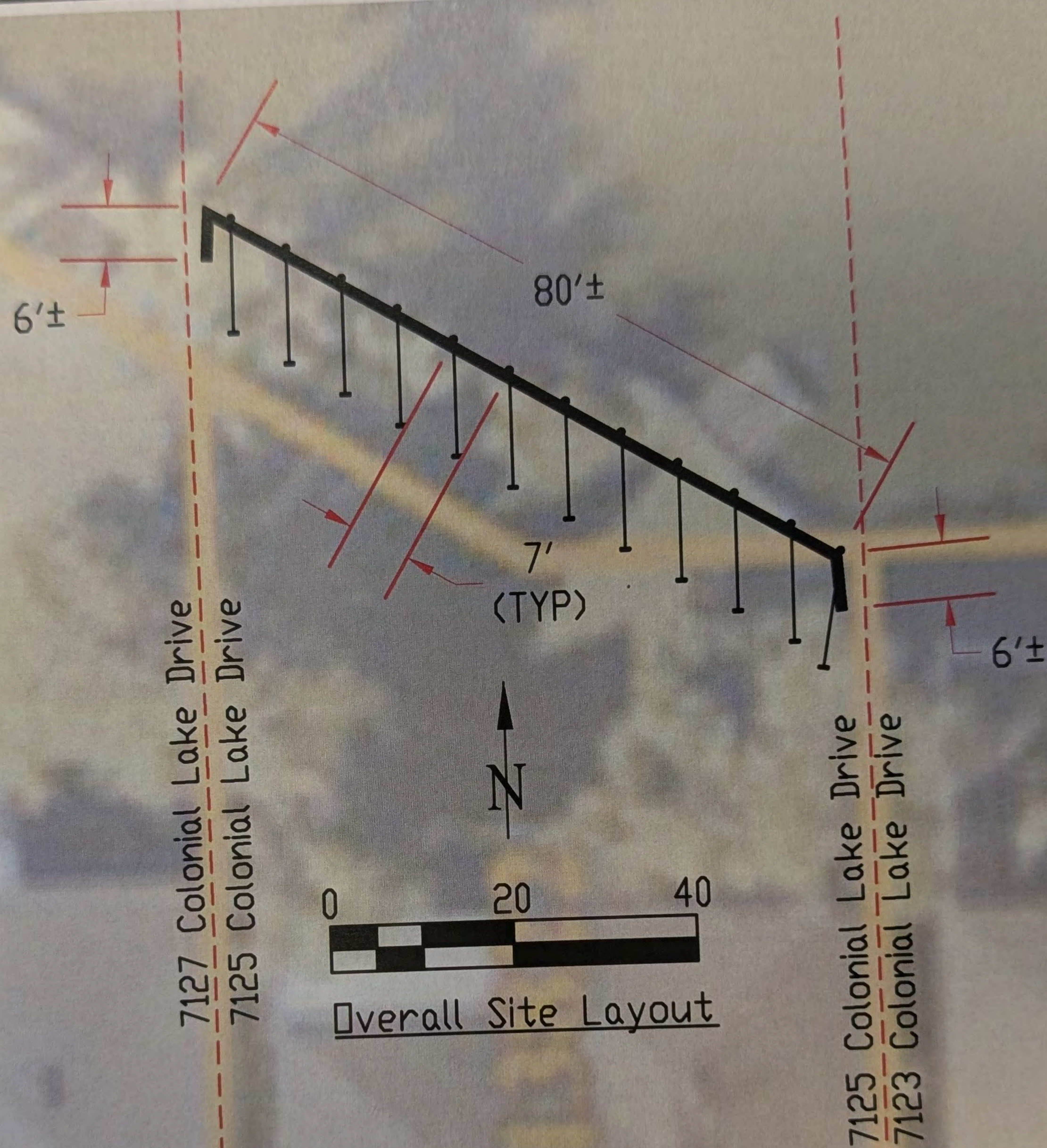


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Sheet 6 of 6





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Scale:

NTS

Date:

2/17/2025

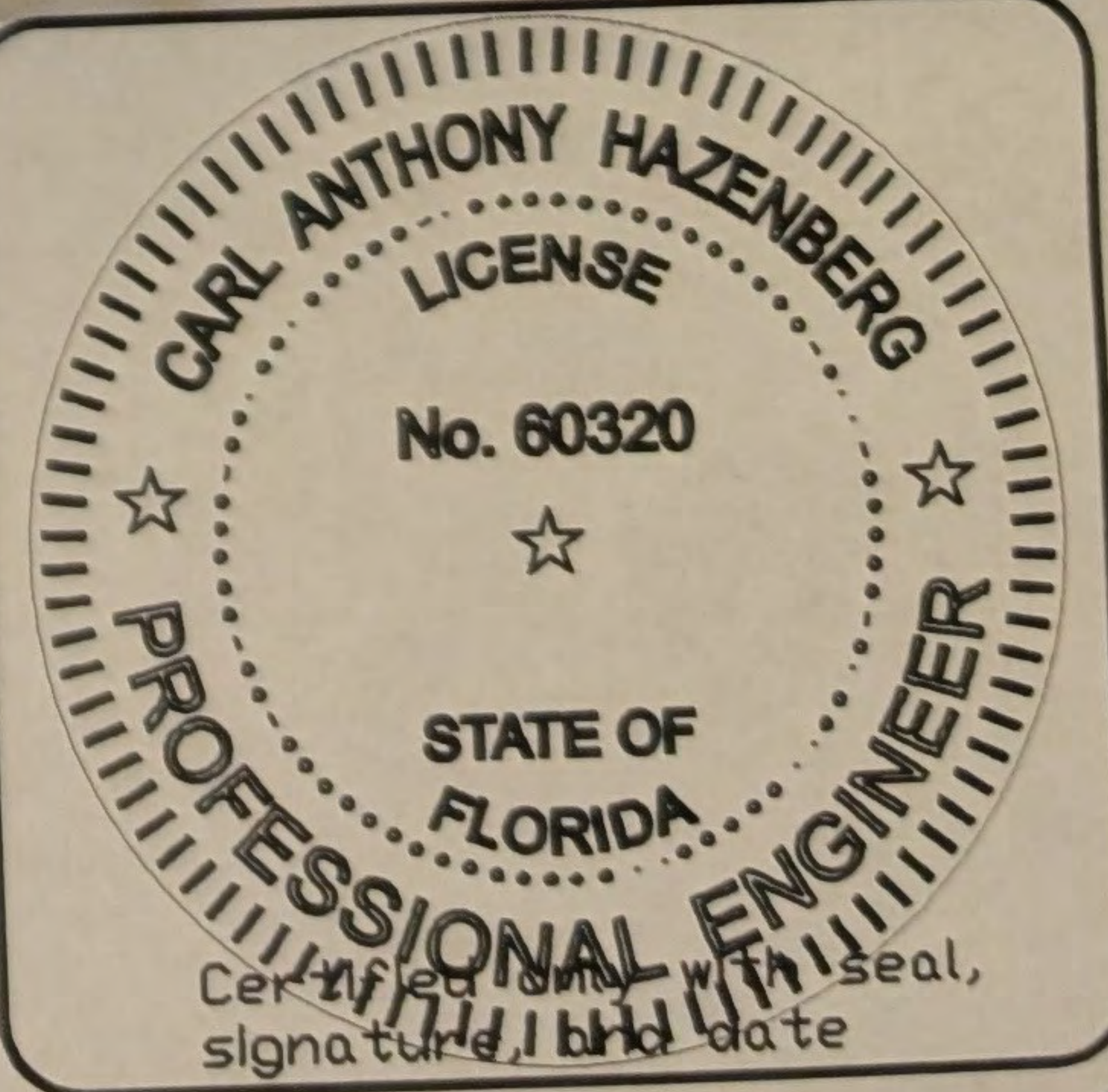
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Sheet 4 of 6

Carl A. Hazenberg 2/19/25



Tab 4A



Tampa
1615 118th Ave. N, St.
Petersburg, FL 33716

Phone: 813-709-8605
Website: www.alphafoundations.com

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").

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

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 _____

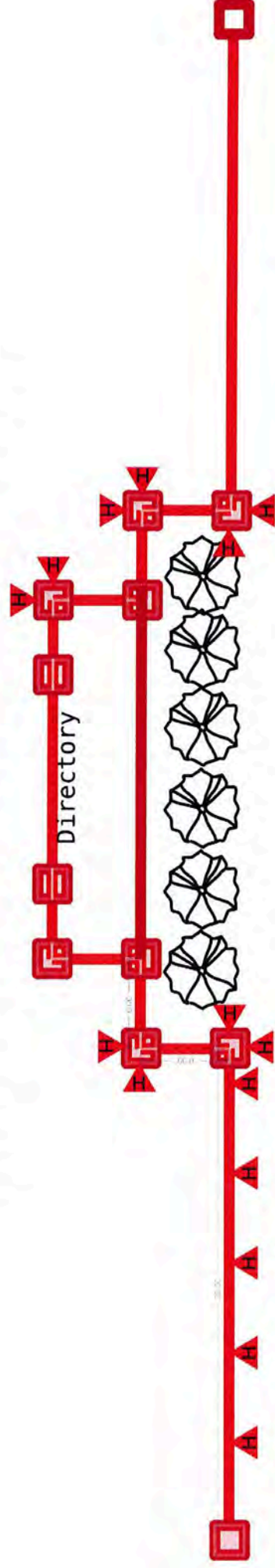
Date _____ 5/23/2025

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. Contractors 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.



Rizzetta & Company

Tab 9

RESOLUTION 2025-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Lake St. Charles 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 Riverview, Hillsborough County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 286.0114, *Florida Statutes*, requires that members of the public be given a reasonable opportunity to be heard on a proposition before a board or commission; and

WHEREAS, Section 286.0114, *Florida Statutes*, sets forth guidelines for rules and policies that govern the public's opportunity to be heard at a public meeting; and

WHEREAS, the District's Board of Supervisors (the "Board") finds that it is in the best interests of the District to adopt by resolution a policy regulating the provision of public comments during meetings of the Board (the "Public Comment Policy") for immediate use and application.

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

SECTION 1. DESIGNATING PUBLIC COMMENT PERIODS. The purpose of public comment periods is to allow the public the opportunity to be heard on propositions before the Board. The District's Chairperson, their designee, or such other person conducting a District meeting (the "Presiding Officer"), shall ensure that there is at least one (1) period of time (the "Public Comment Period") in the District's meeting agenda whereby the public has an opportunity to be heard on propositions before the Board, as follows:

- A.** An initial Public Comment Period shall be provided at the start of each Board meeting before consideration of any propositions by the Board. In the event there are propositions that come before the Board that are not listed on the agenda, the Presiding Officer shall announce a Public Comment Period on such proposition prior to the Board voting on the matter.
- B.** Speakers shall be permitted to address any agenda item during the initial Public Comment Period. In the Presiding Officer's discretion, speakers shall be permitted to address any non-agenda matters of personal or general concern regarding the District either during the initial Public Comment Period or during a separate Public Comment Period provided after the conclusion of the District's business items.
- C.** Individuals wishing to make a public comment are limited to three (3) minutes per person. Speakers may not assign their three (3) minutes to extend another speaker's time.

- D. The Presiding Officer may extend or reduce the time periods set forth herein in order to facilitate orderly and efficient District business, provided however that a reasonable opportunity for public comment shall be provided consistent with the requirements of Section 286.0114, *Florida Statutes*. The Presiding Officer may also elect to set and announce additional Public Comment Periods if they deem it appropriate.

SECTION 2. DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD. Unless otherwise directed and declared by the Presiding Officer, individuals seeking to be heard on propositions before the Board shall identify themselves by a show of hands or other reasonable means of identification at the beginning of each Public Comment Period, as announced by the Presiding Officer. Alternatively, in the event that public attendance is high, and/or if otherwise in the best interests of the District in order to facilitate efficient and orderly District business, the Presiding Officer may require individuals to complete speaker cards that include the individual's name, address, the proposition on which they wish to be heard, the individual's position on the proposition (i.e., "for," "against," or "undecided"), and if appropriate, to indicate the designation of a representative to speak for the individual or the individual's group. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group. Any attorney hired to represent an individual or company's interests before the Board shall notify the Board of such representation prior to providing any public comment.

Sections 1 and 2 herein shall be deemed to apply only to District Board meetings, but the Presiding Officer of a District workshop in their discretion may elect to apply such Sections to District workshops.

SECTION 3. PUBLIC DECORUM. The following policies govern public decorum at public meetings and workshops:

- A. Each person addressing the Board shall proceed to the place assigned to speak and should state their name and address in an audible tone of voice for the public record.
- B. No person other than a Board Supervisor or District staff member shall be permitted to enter into any discussion with an individual speaker while they have the floor, without the permission of the Presiding Officer.
- C. Nothing herein shall be construed to prohibit the Presiding Officer from maintaining orderly conduct and proper decorum in a public meeting. Speakers shall refrain from interrupting other speakers with words or noises, speaking out of turn, speaking during another person's allotted time for public comments, exceeding the time limit for public comments, approaching Board members in a threatening manner, and making obscene or threatening remarks. "Obscene" shall mean remarks, images, or gestures which, when taken as a whole and applying contemporary community standards: (1) appeal to the prurient interest, (2) portray offensive sexual conduct in a patently offensive way, and (3) lack serious literary, artistic, political, or scientific value. "Threatening" shall mean remarks or behaviors which convey a serious intent to harm someone.
- D. The Presiding Officer shall have the discretion to remove any speaker who disregards these policies from the meeting or suspend their public comment privileges for the remainder of the meeting, after first issuing a warning to the speaker. In the event that any person is declared out of order by the Presiding Officer and ordered expelled, and does not immediately leave the meeting facilities, the following steps may be taken:
- i. The Presiding Officer may declare a recess;
 - ii. The Presiding Officer may contact the local law enforcement authority; or

- iii. In case the person does not leave the meeting, the Presiding Officer may request that he or she be placed under arrest by local law enforcement authorities for violation of Section 871.01, *Florida Statutes*, or other applicable law.

SECTION 4. EXCEPTIONS. The Board recognizes and may apply all applicable exceptions to Section 286.0114, *Florida Statutes*, including those set forth in Section 286.0114(3), *Florida Statutes*, and other applicable law. Additionally, the Presiding Officer may alter the procedures set forth in this Public Comment Policy for public hearings, quasi-judicial proceedings, and other special proceedings that may require a different procedure under Florida law.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 6th day of August, 2025.

ATTEST:

**LAKE ST. CHARLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

Tab 10

RESOLUTION 2025-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LAKE ST. CHARLES 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 Lake St. Charles 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 Riverview, Hillsborough 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 (the “Board”) accordingly finds that it is in the best interest of the District to establish by resolution the Prompt Payment Policies and Procedures attached hereto as **Exhibit A** for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKE ST. CHARLES 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 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.

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 6th day of August, 2025.

ATTEST:

**LAKE ST. CHARLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

Exhibit A: Prompt Payment Policies and Procedure

**LAKE ST. CHARLES
COMMUNITY DEVELOPMENT DISTRICT**

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

August 6, 2025

Lake St. Charles Community Development District
Prompt Payment Policies and Procedures

I. Purpose

In accordance with the Local Government Prompt Payment Act, as amended (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Lake St. Charles Community Development District (the “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, and 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), *Florida Statutes*, 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, *Florida Statutes*.

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 _____. A copy of the tax-exempt form will be supplied to Providers upon request.

Commented [LM1]: Please fill in the number here.

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 at (813) 533-2950; email: rdurand@rizzetta.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 or 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

Lake St. Charles Community Development District
c/o Rizzetta & Company
6801 Colonial Lake Drive
Riverview, Florida 33578
Attn: District Manager

2. Email Address

rdurand@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

- A. 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, *Florida Statutes*, for Construction Services, and §218.76, *Florida Statutes* for Non-Construction Goods and Services.
- B. **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.
- C. **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. 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 four (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 four (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, *Florida Statutes*.

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), *Florida Statutes*.

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, *Florida Statutes*.

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. §218.74(4), *Florida Statutes*.

Any 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 two percent (2%) per month, or the rate specified by agreement, whichever is greater. §218.735(9), *Florida Statutes*. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. Any overdue period of less than one (1) month is considered as one (1) month in computing interest. §218.74(4), *Florida Statutes*.

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, *Florida Statutes*.

Tab 11



**KILINSKI
VAN WYK**

Offices: Jacksonville | Tallahassee | Tampa

517 E. College Avenue
Tallahassee, Florida 32301
877-350-0372

MEMORANDUM

TO: Lake St. Charles Community Development District
Board of Supervisors

FROM: Kilinski | Van Wyk, PLLC

DATE: August 6, 2025

RE: Public Records Retention

The purpose of this memorandum is to outline the Lake St. Charles Community Development District's ("the District") responsibilities in relation to the retention and disposition of its public records ("Records Retention") and to present a choice between two different resolutions for the District's Board of Supervisors (the "Board") to consider. Historically, most districts have not engaged in the disposition of records and have simply chosen to keep all records. However, current state law provides for the disposition of many records after a specified period of time. In order to devise a Records Retention Policy which makes sense, there are three primary sources for legal requirements that must be considered.

Overview of State Law Records Retention Requirements

Florida Law sets forth a comprehensive scheme governing Records Retention. Section 257.36, *Florida Statutes*, entitled "Records and Information Management" created the Division of Library and Information Services of the Department of State ("DLIS") which is charged with the duty to set forth policies and rules regulating Records Retention. To this end, DLIS has adopted comprehensive rules and policies applicable to community development districts ("CDDs") which are set forth in the Florida Administrative Code, sections 1B-24.001, 1B-24.003, 1B-26.0021, and 1B-26.003. DLIS adopts records retention schedules which provide the minimum amount of time that different public records must be kept before they are disposed ("Schedules"). The Schedules typically applicable to CDDs are GS1-SL (General Records Schedule for State and Local Government Agencies), GS3 (General Records Schedule for Election Records), and GS14 (General Records Schedule for Public Utilities). GS1-SL and GS3 will apply to every CDD, while GS14 will apply to just those CDDs operating water and sewer utilities. Each of these three schedules is further broken down into categories of similar documents.

Under Florida law, all documents of a particular type must be retained for the minimum amount of time set forth in the applicable section of the Schedules. In the event a District record exists that does not fall into one of the specified categories, the District is responsible for requesting that an "Individual Records Schedule" be created by DLIS.

Florida law allows CDDs to adopt policies that extend the amount of time a record must be kept. However, CDDs do not have the power to shorten the time periods in the Schedules.

Overview of Federal Law Records Retention Requirements by Virtue of Tax-Exempt Bond Issuance

If the District has issued tax exempt bonds, there are various requirements imposed by federal law relating to Records Retention. The general principle is that documents in any way related to the issuance of tax-exempt bonds, revenues securing bonds, and the use of the bond proceeds should be kept until at least three (3) years after the bonds are redeemed. If refunding bonds are issued, records for the refunding bonds

and the bonds refunded should be kept until at least three (3) years after the refunding bonds are redeemed. The records which must be kept include, but are not limited to:

1. Basic records relating to the bond transaction (including the trust indenture, loan agreements, and bond counsel opinion); and
2. Documentation evidencing the expenditure of bond proceeds; and
3. Documentation evidencing use of bond-financed property by public and private sources (*i.e.*, copies of management contracts and research agreements); and
4. Documentation evidencing all sources of payment or security for the bonds, such as assessments; and
5. Documentation pertaining to any investment of bond proceeds (including the purchase and sale of securities, SLGS subscriptions, yield calculations for each class of investments, actual investment income received from the investment of proceeds, guaranteed investment contracts, and rebate calculations).

Overview of Trust Indenture Requirements to Retain Records

Most, if not all, trust indentures require CDDs that have issued bonds to maintain records which demonstrate that the District has not taken any action to jeopardize the tax-exempt status of the bonds.

Current Responsibilities for District Records Retention

Section 119.021(2)(b), *Florida Statutes*, provides that the District must comply with the DLIS rules establishing retention schedules and disposal processes. Section 119.021(2)(c), *Florida Statutes*, provides that each public official shall systematically dispose of records no longer needed, subject to the consent of DLIS. Although the ultimate responsibility rests with the Secretary, the District needs to formally appoint a Records Management Liaison Officer to interact with DLIS. The attached resolutions appoint a Records Management Liaison Officer and outline such person's duties.

District Options for Records Retention Policy

At this point in time, the District really has two options to ensure compliance with applicable Records Retention laws.

First, the District can adopt the Florida Records Retention Schedules modified to ensure the District is also retaining the records required by federal law and the trust indenture. This option allows for the timely destruction of records while ensuring that the District's policy is in compliance with state and federal laws. Kilinski | Van Wyk, PLLC has prepared a resolution that implements this option, and it is attached hereto as **Option 1**.

Second, a District can adopt the Florida Records Retention Schedules as written and adopt a policy that states that the District will not be destroying any records at this point in time. While this seems like the easiest approach, it has its drawbacks and is inconsistent with the structure intended by Florida law. Not disposing of documents in a timely manner increases the cost of maintaining records thereby shifting valuable financial resources away from core functions. In addition, unnecessary Records Retention may disadvantage the District in future litigation and may be viewed as a lackadaisical approach to records management, thereby undermining the public's confidence in the integrity of the Records Retention system. Despite these concerns, the District could choose to keep all records. Kilinski | Van Wyk, PLLC has prepared a resolution that implements this option, and it is attached hereto as **Option 2**.

It is important to note that the District could change its Records Retention policy at a later date so long as the District's amendment was consistent with the notice and hearing provisions found in Chapter 190.

Electronic Recordkeeping

Electronic recordkeeping is one of the many subjects under consideration by the Florida Legislature and our office will circulate an update on any legislative developments that occur. Presently, electronic recordkeeping is authorized by Rule 1B-26.003, *Florida Administrative Code*, which provides control standards relating to the same. The DLIS recently released the "Electronic Recordkeeping Strategic Plan," which focuses on recording strategies as they relate to electronic records. The Strategic Plan, as well as a multitude of resources for records managers, is made available for review by DLIS at the following address: http://dlis.dos.state.fl.us/index_RecordsManagers.cfm.

OPTION 1

RESOLUTION 2025-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (the “Records Management Liaison Officer”); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District’s Board of Supervisors (the “Board”) finds that it is in the best interests of the District to adopt by resolution a records retention policy (the “Records Retention Policy”) for immediate use and application; and

WHEREAS, the District desires to provide for future amendment of the Records Retention Policy.

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

SECTION 1. The District hereby authorizes the District’s records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District’s records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District’s records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include the following:

- A. Serve as the District’s contact with the Florida Department of State, State Library, and Archives of Florida;
- B. Coordinate the District’s records inventory;
- C. Maintain records retention and disposition forms;
- D. Coordinate the District’s records management training;
- E. Develop records management procedures consistent with the attached Records Retention Policy, as amended;
- F. Participate in the development of the District’s development of electronic record keeping systems;
- G. Submit annual compliance statements;
- H. Work with the Florida Department of State, State Library, and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I. Such other duties as may be assigned by the Board or the District’s records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State (the “Division”) pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District will retain certain records longer than required by the General Records Schedules established by the Division as set forth in **Exhibit A**. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District’s Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment shall not reduce the retention times set forth in **Exhibit A**. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Records Retention Policy.

SECTION 4. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 6th day of August 2025.

ATTEST:

**LAKE ST. CHARLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: District Amendments to General Records Schedules Established by the Division

Exhibit A

District Amendments to General Records Schedules Established by the Division

ADVERTISEMENTS: LEGAL (Item #25)

The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to proceedings under uniform method of collection of debt assessments permanently. The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to the levy of assessments securing bonds for five (5) fiscal years provided applicable audits have been released, or until three (3) calendar years after related bonds are redeemed, whichever is later.

AUDITS: INDEPENDENT (Item #56)

The District shall retain the record copy of independent audits for ten (10) fiscal years or until three (3) calendar years after all related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: DETAIL (Item #340)

The District shall retain the record copy of disbursement records relating to the use of bonds for five (5) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: SUMMARY (Item #341)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (Item #107)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

INCIDENT REPORT FILES (Item #241)

The District shall retain incident reports for five (5) anniversary years from the date of the incident.

MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS (Item #4)

The District shall retain audio recordings of board of supervisor meetings for five (5) calendar years after adoption of the official minutes.

PROJECT FILES: CAPITAL IMPROVEMENT (Item #136)

The District shall retain the record copy of project files for projects funded with bonds for ten (10) fiscal years after completion of the project provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION (Item #364)

The District shall retain the record copy of project files for condemnation/demolition projects funded with bonds for five (5) anniversary years after final action or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

REAL PROPERTY RECORDS: PROPERTY ACQUIRED (Item #172)

The District shall retain the record copy of documents related to property acquisitions funded with bonds for three (3) fiscal years after final disposition of the property provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

OPTION 2

RESOLUTION 2025-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (the “Records Management Liaison Officer”); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District’s Board of Supervisors (the “Board”) finds that it is in the best interests of the District to adopt by resolution a records retention policy (the “Records Retention Policy”) for immediate use and application; and

WHEREAS, the District desires to provide for future amendment of the Records Retention Policy.

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

SECTION 1. The District hereby authorizes the District’s records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District’s records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District’s records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include, but not be limited to, the following:

- A. Serve as the District’s contact with the Florida Department of State, State Library, and Archives of Florida;
- B. Coordinate the District’s records inventory;
- C. Maintain records retention and disposition forms;
- D. Coordinate the District’s records management training;
- E. Develop records management procedures consistent with the attached Records Retention Policy, as amended;
- F. Participate in the District’s development of electronic record keeping systems.
- G. Submit annual compliance statements;
- H. Work with the Florida Department of State, State Library, and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I. Such other duties as may be assigned by the Board or the District’s records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State (the “Division”) pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District hereby extends the minimum retention guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District’s Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic change does not permit the disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Records Retention Policy.

SECTION 4. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 6th day of August 2025.

ATTEST:

**LAKE ST. CHARLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Composite Exhibit A: General Records Schedules Established by the Division (GS1-SL and GS3)

Composite Exhibit A

General Records Schedules Established by the Division (GS1-SL and GS3)

[attach, if Option 2 adopted]

Tab 12

RESOLUTION 2025-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT RE-SCHEDULING AND NOTICING THE BUDGET HEARING FOR FISCAL YEAR 2026; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lake St. Charles Community Development District (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Hillsborough County, Florida; and

WHEREAS, the District’s Board of Supervisors (“**Board**”) adopted Resolution No. 2025-02 on June 3, 2025, adopting a proposed budget for Fiscal Year 2026 (“**Proposed Budget**”) and setting a public hearing for the adoption of the Proposed Budget on September 2, 2025, at 7:00 p.m. at the Lake St. Charles Community Clubhouse, 6801 Colonial Boulevard, Riverview, Florida 33578; and

WHEREAS, the Board now desires to re-schedule the date and time of the public hearing on the Proposed Budget, as defined in Resolution 2025-02, for September 3, 2025, at 2:00 p.m., at the Lake St. Charles Community Clubhouse, 6801 Colonial Boulevard, Riverview, Florida 33578, and cause notice thereof to be provided pursuant to Florida law; and

WHEREAS, the Board further desires to amend Resolution 2025-02 to reflect the same.

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

SECTION 1. Resolution 2025-02 is hereby amended to reflect the re-scheduled date and time of the hearing on the Proposed Budget for the following date, time, and location:

DATE:	September 3, 2025
HOUR:	2:00 p.m.
LOCATION:	The Lake St. Charles Community Clubhouse 6801 Colonial Boulevard Riverview, Florida 33578

SECTION 2. Notice of this public hearing shall be published in the manner prescribed in Florida law.

SECTION 3. Except as otherwise provided herein, all of the provisions of Resolution 2025-02 continue in full force and effect.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 6TH DAY OF AUGUST, 2025.

ATTEST:

**LAKE ST. CHARLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Tab 13

RESOLUTION 2025-

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LAKE ST CHARLES COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF THE DISTRICT; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO EXECUTE AND DELIVER ANY AND ALL FINANCIAL REPORTS REQUIRED BY RULE, STATUTE, LAW, ORDINANCE OR REGULATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lake St. Charles 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 Hillsborough County, Florida; and

WHEREAS, the Board of Supervisors of the District (the “Board”) is statutorily authorized to select a depository as defined in Section 280.02, *Florida Statutes*, which meets all the requirements of Chapter 280, *Florida Statutes*, and has been designated by the State Chief Financial Officer as a qualified public depository; and

WHEREAS, the District has furnished to the Chief Financial Officer its official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts; and

WHEREAS, the Board, having appointed a Treasurer and other officers, is in a position to select a new public depository and to comply with the requirements for public depositors; and

WHEREAS, the Board wishes to redesignate a public depository for District funds.

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

SECTION 1. BankUnited, is hereby designated as the public depository for funds of the District.

SECTION 2. In accordance with Section 280.17(2), *Florida Statutes*, the District’s Secretary is hereby directed to take the following steps:

A. Ensure that the name of the District is on the account or certificate or other form provided to the District by the qualified public depository in a manner sufficient to identify that the account is a Florida public deposit.

B. Execute the form prescribed by the Chief Financial Officer for identification of each public deposit account and obtain acknowledgement of receipt on the form from the qualified public depository at the time of opening the account.

C. Maintain the current public deposit identification and acknowledgement form as a valuable record.

SECTION 3. The District's Treasurer, upon assuming responsibility for handling the funds of the District, is directed to furnish the Chief Financial Officer annually, not later than November 30 of each year, the information required in accordance with Section 280.17(6), *Florida Statutes*, and otherwise take the necessary steps to ensure that all other requirements of Section 280.17, *Florida Statutes*, have been met.

SECTION 4. The District Manager, Treasurer, and/or Assistant Treasurer are hereby authorized on behalf of the District to execute and deliver any and all other financial reports required by any other rule, statute, law, ordinance or regulation.

SECTION 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 1st day of July 2025.

ATTEST:

**LAKE ST CHARLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson/Vice Chairperson

Tab 14

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 15

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

DRAFT

Tab 16

Lake St. Charles Community Development District

DISTRICT OFFICE · RIVERVIEW, FL 33527

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

WWW.LAKESTCHARLESCDD.ORG

Operation and Maintenance Expenditures For Board Approval July 2025

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2025 through July 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$39,787.73**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Lake St. Charles Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2025 Through July 31, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Brandon Business Machines, Inc.	300003	I273831	Copier 04/25	\$ 11.52
Brandon Business Machines, Inc.	300003	I274241	Copier - Finance Fee 04/25	\$ 1.00
Brandon Business Machines, Inc.	300003	I275171	Copier - Late Fee 05/25	\$ 10.00
Brandon Business Machines, Inc.	300003	I276387	Copier 06/25	\$ 33.46
Brandon Business Machines, Inc.	300004	I275582	Copier - Finance Fee 06/25	\$ 1.00
Kilinski Van Wyk, PLLC	300005	12606	Legal Services 07/25	\$ 15,197.50
Rizzetta & Company, Inc.	300001	INV0000100545	District Management Services 07/25	\$ 4,996.00
Rizzetta & Company, Inc.	300002	INV0000100710	General Management & Oversight 07/25	\$ 13,362.97
The Observer Group, Inc.	300006	25-02097H	Legal Advertising 07/18/25	\$ 100.63
Total Community Maintenance, LLC	300007	7922	Janitorial Services 07/25	\$ 1,200.00
Zebra Cleaning Team, Inc.	300000	7958	Pool Repairs 05/25	\$ 268.70
Zebra Cleaning Team, Inc.	300000	7969	Pool Repairs 06/25	\$ 200.70

Lake St. Charles Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2025 Through July 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Zebra Cleaning Team, Inc.	300000	8027	Monthly Pool Service 06/25	\$ 1,925.00
Zebra Cleaning Team, Inc.	300000	8028	Pool Repairs 06/25	\$ 554.25
Zebra Cleaning Team, Inc.	300000	8039	Monthly Pool Service 07/25	<u>\$ 1,925.00</u>
Total				<u>\$ 39,787.73</u>



CONTRACT INVOICE

Invoice Number: I273831
Invoice Date: 04/23/2025
Account Number: LS47

505 W. Robertson St., Brandon, FL 33511
Mailing: P.O. Box 1142, Brandon, FL 33509
Ph: 813-689-1950 Fax: 813-684-8051
www.bbmusa.com

Bill To: LAKE ST. CHARLES COMMUNITY DEVELOPMENT
DISTRICT
ADRIANA
6801 COLONIAL LAKE DR.
RIVERVIEW, FL 33578

Customer: LAKE ST. CHARLES COMMUNITY DEVELOPMENT
DISTRICT
6801 COLONIAL LAKE DR.
RIVERVIEW, FL 33578

Account No		Payment Terms	Due Date	Invoice Total	Balance Due	
LS47		Net 30 Days	05/23/2025	\$11.52	\$11.52	
Invoice Remarks						
Contract Number	Contact		Contract Amount	P.O. Number	Start Date	Exp. Date
BBM55840-02			\$11.52		02/23/2022	
Contract Remarks						

Summary:

Contract base rate charge for the 04/23/2025 to 05/22/2025 billing period \$10.00
Contract overage charge for the 03/23/2025 to 04/22/2025 overage period \$1.52 **
**See overage details below \$11.52

Detail:

Equipment included under this contract

COPYSTAR/CS 2554ci

Number	Serial Number	Base Adj.	Location
BBM55840	H551902172	\$0.00	LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT 6801 COLONIAL LAKE DR. RIVERVIEW, FL 33578

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
Total Count	TOTAL	74,324	75,476		1,152	1,000	152	\$0.010000	\$1.52
									\$1.52

Invoice SubTotal	\$11.52
Tax:	\$0.00
Invoice Total	\$11.52
Balance Due:	\$11.52



CONTRACT INVOICE

Invoice Number: I275171
Invoice Date: 05/23/2025
Account Number: LS47

505 W. Robertson St., Brandon, FL 33511
Mailing: P.O. Box 1142, Brandon, FL 33509
Ph: 813-689-1950 Fax: 813-684-8051
www.bbmusa.com

Bill To: LAKE ST. CHARLES COMMUNITY DEVELOPMENT
DISTRICT
ADRIANA
6801 COLONIAL LAKE DR.
RIVERVIEW, FL 33578

Customer: LAKE ST. CHARLES COMMUNITY DEVELOPMENT
DISTRICT
6801 COLONIAL LAKE DR.
RIVERVIEW, FL 33578

Account No		Payment Terms	Due Date	Invoice Total		Balance Due
LS47		Net 30 Days	06/22/2025	\$10.00		\$10.00
Invoice Remarks						
Contract Number		Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
BBM55840-02			\$10.00		02/23/2022	
Contract Remarks						

Summary:

Contract base rate charge for the 05/23/2025 to 06/22/2025 billing period \$10.00
Contract overage charge for the 04/23/2025 to 05/22/2025 overage period \$0.00 **
**See overage details below \$10.00

Detail:

Equipment included under this contract

COPYSTAR/CS 2554ci

Number	Serial Number	Base Adj.	Location
BBM55840	H551902172	\$0.00	LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT 6801 COLONIAL LAKE DR. RIVERVIEW, FL 33578

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
Total Count	TOTAL	75,476	75,972		496	1,000	0	\$0.010000	\$0.00
									\$0.00

Invoice SubTotal	\$10.00
Tax:	\$0.00
Invoice Total	\$10.00
Balance Due:	\$10.00



CONTRACT INVOICE

Invoice Number: I276387
 Invoice Date: 06/23/2025
 Account Number: LS47

505 W. Robertson St., Brandon, FL 33511
 Mailing: P.O. Box 1142, Brandon, FL 33509
 Ph: 813-689-1950 Fax: 813-684-8051
 www.bbmusa.com

Bill To: LAKE ST. CHARLES COMMUNITY DEVELOPMENT
 DISTRICT
 ADRIANA
 6801 COLONIAL LAKE DR.
 RIVERVIEW, FL 33578

Customer: LAKE ST. CHARLES COMMUNITY DEVELOPMENT
 DISTRICT
 6801 COLONIAL LAKE DR.
 RIVERVIEW, FL 33578

Account No		Payment Terms	Due Date	Invoice Total	Balance Due	
LS47		Net 30 Days	07/23/2025	\$33.46	\$33.46	
Invoice Remarks						
Contract Number	Contact		Contract Amount	P.O. Number	Start Date	Exp. Date
BBM55840-02			\$33.46		02/23/2022	
Contract Remarks						

Summary:

Contract base rate charge for the 06/23/2025 to 07/22/2025 billing period	\$10.00
Contract overage charge for the 05/23/2025 to 06/22/2025 overage period	\$23.46 **
	\$33.46

**See overage details below

Detail:

Equipment included under this contract

COPYSTAR/CS 2554ci

Number	Serial Number	Base Adj.	Location
BBM55840	H551902172	\$0.00	LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT 6801 COLONIAL LAKE DR. RIVERVIEW, FL 33578

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
Total Count	TOTAL	75,972	79,318		3,346	1,000	2,346	\$0.010000	\$23.46
									\$23.46

Invoice SubTotal	\$33.46
Tax:	\$0.00
Invoice Total	\$33.46
Balance Due:	\$33.46



Kilinski | Van Wyk PLLC

P.O. Box 6386
Tallahassee, Florida 32314

Lake St. Charles CDD
6801 Colonial Lake Drive
Riverview, FL 33578

INVOICE

Invoice # 12606
Date: 07/19/2025
Due On: 08/18/2025

Statement of Account

Outstanding Balance	New Charges	Payments Received	Total Amount Outstanding
(\$0.00	+ \$15,197.50) - (\$0.00) = \$15,197.50

LSCCDD-01

Lake St. Charles CDD - General Counsel

Type	Attorney	Date	Notes	Quantity	Rate	Discount	Total
Service	MH	06/05/2025	Review correspondence from resident regarding management transition; confer with attorney Augello regarding same.	0.20	\$400.00	100.0%	\$0.00
Service	MH	06/06/2025	Confer with incoming District management staff regarding transition matters.	0.20	\$400.00	100.0%	\$0.00
Service	LM	06/10/2025	Confer with Rizzetta Management re: turnover of District and current needs.	0.20	\$350.00	100.0%	\$0.00
Service	MH	06/10/2025	Prepare for and attend conference call with Rizzetta staff regarding transition matters.	0.80	\$400.00	100.0%	\$0.00
Service	LM	06/11/2025	Confer with M. Huber re: will be included in all future legal correspondence; Review	0.20	\$350.00	100.0%	\$0.00

email from M. Huber re: District management transition.							
Service	MH	06/11/2025	Confer with incoming District management staff regarding transition matters.	0.10	\$400.00	100.0%	\$0.00
Service	LM	06/13/2025	Confer with Rizetta re: A. Urbina's position on special meetings.	0.30	\$350.00	100.0%	\$0.00
Service	MH	06/13/2025	Review correspondence from Ms. Urbina regarding meeting matters. Confer with attorney Augello and staff regarding District counsel transition.	0.30	\$400.00	100.0%	\$0.00
Service	LM	06/16/2025	Confer with Rizzetta re: transition of District, status of budget and status of next regular Board meeting; Prepare letter to current management re: records and agenda preparation; Review Rizzetta Contract for Professional Amenity Management Services.	2.40	\$350.00	-	\$840.00
Service	RVW	06/16/2025	Confer with Hammock regarding representation start date.	0.30	\$500.00	100.0%	\$0.00
Service	MH	06/16/2025	Conference calls with District staff regarding services, contract, and District matters.	3.10	\$400.00	75.0%	\$310.00
Service	MH	06/16/2025	Conference calls with current and incoming District management staff regarding transition matters; initiate review of available District records and analyze Florida law applicable to public records, meeting notices, website compliance, and related matters.	2.60	\$400.00	-	\$1,040.00
Service	LM	06/17/2025	Review correspondence on complaints on pet waste stations and weed control; Review email	1.60	\$350.00	-	\$560.00

from J. Martini re:
selection of property
management process;
Confer with A. Urbina re:
transition of management;
Confer with E. Augello re:
transition of District
Counsel.

Service	MH	06/17/2025	Telephone calls with Chair, current District management, and incoming District management staff regarding status of management transition and related District matters. Confer with District staff regarding status of record transfers.	1.90	\$400.00	-	\$760.00
Service	LM	06/18/2025	Review status of pending items for transition of management.	0.10	\$350.00	-	\$35.00
Service	MH	06/18/2025	Telephone call with Chair regarding management transition and related District matters. Confer with Ms. Urbina and Mr. Durand regarding District management transition and related matters.	0.90	\$400.00	-	\$360.00
Service	MH	06/19/2025	Telephone call with Supervisor Marshall regarding District financial matters.	0.20	\$400.00	-	\$80.00
Service	MH	06/20/2025	Confer with Chair and current and onboarding District management staff regarding status of transition and related District matters.	1.30	\$400.00	-	\$520.00
Service	MH	06/23/2025	Confer with Durand regarding July meeting agenda and meeting procedures.	0.10	\$400.00	-	\$40.00
Service	LM	06/24/2025	Review status of file and management transition; Review agenda package; Confer with Rizzetta re: time and date of meetings.	0.40	\$350.00	-	\$140.00

Service	CD	06/24/2025	Review and respond to email from District Staff; Analyze notice from US District Court. Telephone call to Clerk's office; Email to District Staff.	0.60	\$200.00	-	\$120.00
Service	JK	06/24/2025	Review agenda materials; field call with Rizzetta on district transition; review documents for same; review PACER status for employment claim; review historical agendas and meeting minutes for status of employment claims, onsite staff, etc; review agenda materials and update resolutions and district management contract.	1.50	\$500.00	-	\$750.00
Service	MH	06/24/2025	Confer with District staff regarding status of transition matters, transfer of District records, and July Board meeting matters.	3.30	\$400.00	100.0%	\$0.00
Service	JK	06/25/2025	Review correspondence from Supervisor re: ratification, contracts, resolutions and processes and respond to same; follow up with manager on various documents and processes; multiple calls on transition; call with Chair; call with prior counsel on case filings for June 25 and engagement on same; review case files.	3.80	\$500.00	-	\$1,900.00
Service	LM	06/25/2025	Conferral with B. Turinsky re: possible issues with transition and current status; Confer with A. Urbina re: transition and location of records; Confer with E. Augello re: status of federal case and review Motion for Extension.	0.50	\$350.00	-	\$175.00
Service	LM	06/25/2025	Confer with management and Supervisors re:	0.80	\$350.00	-	\$280.00

			transition.				
Service	LM	06/25/2025	Research and review FLSA lawsuits against governmental entities.	0.70	\$350.00	-	\$245.00
Service	CD	06/25/2025	Attend Conference calls with District Staff (4); Telephone calls to Federal Courthouse; Analyze docket and strategize with District Staff. Review district website and documents; Research federal rules and federal bar information.	2.20	\$200.00	50.0%	\$220.00
Service	MH	06/25/2025	Research and confer with District staff regarding federal FLSA claim matter.	2.20	\$400.00	100.0%	\$0.00
Service	MGH	06/25/2025	Review and analyze Martinez lawsuit documents; analyze federal court records; compile and strategize regarding next steps.	1.30	\$300.00	100.0%	\$0.00
Service	JK	06/26/2025	Update employment agreement and transmit same; confer with team on e-mail and technology set up; review treasurer status; confer with FIA on various district matters; review records; review payees; call with FIA; call with employment counsel; call re: transition with Chair; update agenda; update resolutions; update district management contracts; prepare/review defense resolution, registered agent resolution and internal control policy; review threats of litigation from district manager; field inquiry for multiple board members.	3.10	\$500.00	-	\$1,550.00
Service	LM	06/26/2025	Review historical and current access to District's public depository	2.90	\$350.00	20.0%	\$812.00

			accounts; Review engagement of employment counsel; Review 2024 audit records; Review Southstate Agreement; Review status of access to District; Review financial control; Prepare for upcoming Board meeting; Research FLSA; Research establishment and historical background of District.				
Service	CD	06/26/2025	Review and respond to emails from District Staff; Review Docket; Calendar Deadline for response in Federal Court; Telephone call with District Staff; Draft Resolution regarding Legal Defense; Internal Control Policies and Amending and Updating Resolutions. Analyze Rizzetta contract at District staff request and strategize regarding same. Revise Resolution regarding date time and location and Designating Registered agent. Review Defendant's Time Sensitive Motion. Download Budget Resolutions and July 1, 2025, final Agenda Package.	2.00	\$200.00	20.0%	\$320.00
Service	SD	06/26/2025	Complete Resolution Re-Designating Time, Date, and Location of Public Hearing re Adopting Rules of Procedure and Resolution Designating Registered Agent.	1.00	\$200.00	20.0%	\$160.00
Service	MH	06/26/2025	Review federal docket for case status; confer with Chair regarding District website and related matters.	0.20	\$400.00	50.0%	\$40.00
Service	MGH	06/26/2025	Further review Martinez federal docket report and advise regarding recent	0.50	\$300.00	100.0%	\$0.00

			filings and upcoming deadlines.				
Service	LM	06/27/2025	Confer with A. Jimenez re: summary of claims; Continue research into District history; Review claim for alleged loss by sidewalk; Review historical documents during transition from A. Urbina.	2.50	\$350.00	50.0%	\$437.50
Service	LM	06/27/2025	Confer with Y. Brown re: status of the District.	1.00	\$350.00	100.0%	\$0.00
Service	CD	06/27/2025	Confer with District staff; scan and transfer attorney notes to digitized format. Review Resolutions and information for July 1, 2025 meeting.	0.70	\$200.00	-	\$140.00
Service	JK	06/27/2025	Review multiple correspondence from current district manager, including employment claims, ADP, PTO, ethics complaints and public records status; call with Supervisor Brown; call with employment counsel; finalize agenda materials for July 1 meeting; call with Chair and review social media posts at Board member request; review Rizzetta contract documents.	2.60	\$500.00	-	\$1,300.00
Service	LM	06/28/2025	Review additional documents from transition; Review email from A. Urbina re: PTO request; Review revised Contract for District Management Services.	0.70	\$350.00	-	\$245.00
Service	LM	06/30/2025	Review pending invoices from Brandon Business Machine; Prepare memorandum on Sunshine Law and Public Records Law; Confer with A. Jimenez re: open claims with the District; Continue review of	3.10	\$350.00	20.0%	\$868.00

			documents receiving during transition; Confer with V. Gianakos re: clubhouse and shed; Confer with M. Herring re: clubhouse access.				
Service	JK	06/30/2025	Field Sheriff call and confer with Chair; multiple calls on transition and analysis of same; coordination on records transfer; confer with FIA on current claims; coordinate with Rizzetta on meetings; field call from former counsel on response to complaint extension; review brandon business machine invoicing and impacts from same.	1.90	\$500.00	-	\$950.00
				Line Item Discount Subtotal			-\$6,292.50
				Total			\$15,197.50

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.

Rizzetta & Company, Inc.
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Invoice

Date	Invoice #
7/2/2025	INV0000100545

Bill To:

Lake St. Charles CDD
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
July	Upon Receipt	00751

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,958.50	\$1,958.50
Administrative Services	1.00	\$428.33	\$428.33
Financial & Revenue Collections Services	1.00	\$367.17	\$367.17
Management Services	1.00	\$2,142.00	\$2,142.00
Website Compliance & Management	1.00	\$100.00	\$100.00

Rizzetta & Company, Inc.
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Invoice

Date	Invoice #
7/18/2025	INV0000100710

Bill To:

Lake St. Charles CDD
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
July	Upon Receipt	00073

Description	Qty	Rate	Amount
Personnel Reimbursement	1.00	\$5,277.97	\$5,277.97
General Management & Oversight	1.00	\$1,000.00	\$1,000.00
Deposit - Payroll	1.00	\$7,085.00	\$7,085.00
	Subtotal		\$13,362.97
	Total		\$13,362.97

INVOICE

Legal Advertising

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

Invoice # 25-02097H

Date 07/18/2025

Attn:
Lakes St. Charles CDD - Rizzetta
2700 FALKENBURG ROAD, STE. 2745
RIVERVIEW FL 33578

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Serial # 25-02097H

Notice of Attorney-Client Session and Board Meeting

RE: Lakes St Charles CDD Board of Supervisors Meeting on 8/6/25 @ 2:00 PM

Published: 7/18/2025

Amount

\$100.63

RECEIVED
07/21/2025

Important Message

Please include our Serial #
on your check

Pay by credit card online:
[https://legals.
businessobserverfl.
com/send-payment/](https://legals.businessobserverfl.com/send-payment/)

Paid

()

Total

\$100.63

Payment is expected within 30 days of the
first publication date of your notice.

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

INVOICE

Legal Advertising

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

LAKES ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT NOTICE OF ATTORNEY-CLIENT SESSION AND BOARD MEETING

Notice is hereby given that the Board of Supervisors ("Board") of the Lake St. Charles Community Development District ("District") will conduct a Board meeting Office of Lake St. Charles CDD, at **6801 Colonial Lake Drive Riverview, FL 33578** on **August 6, 2025, at 2:00 p.m.** and an attorney-client shade session at 2:00pm or the conclusion of the Board meeting, whichever comes later.

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, and will be transcribed by a court reporter.

In addition to the closed attorney-client shade session, the Board will hold a special Board meeting to discuss any business which may come before the Board. The meeting of the District's Board is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued to a date, time and place approved by the Board on the record at the meeting without additional publication of notice. A copy of the agenda for this meeting may be obtained from the offices of the District Manager, Rizzetta & Company, Inc., at 2700 Falkenburg Road, Ste. 2745, Riverview, FL 33578 Phone: (813) 533-2950 ("District Office"), during normal business hours.

There may be occasions when one or more Supervisors will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at least forty-eight (48) business hours before the meeting by contacting the District Manager at (813) 533- 2950. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955 8770, who can aid you in contacting the District Office.

A person who decides to appeal any action taken at a meeting 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 such appeal is to be based.

District Manager, Ruben Durand
July 18, 2025

25-02097H

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

INVOICE

TOTAL COMMUNITY
MAINTENANCE LLC
29642 Birds Eye Drive
Wesley Chapel, FL 33543

samogden@tcmaintenance.org
(813)466-4210
http://www.tcmaintenance.org



Bill to
Lake St. Charles
6801 Colonial Lake Drive
Riverview, FL

Invoice details

Invoice no.: 7922
Terms: Due on receipt
Invoice date: 07/02/2025
Due date: 07/02/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Services	<p>Monthly invoice regarding all community dog stations and waste receptacles. Included also in this estimate are janitorial services that will be offered as a bonus to provided service agreement regarding dog/waste services.</p> <p>1. Dog stations and waste receptacles: 15 each totaling 30. Twice weekly, we will empty contents of all stations. Provide new liners and hand bags at service providers expense. All trash and waste will be collected and removed from property.</p> <p>2. Janitorial services: These services reflect only restrooms, four in all. Two men's and two women's. Sweep and mop floors. Wipe down all items, toilets, urinals, mirrors, faucets and light switches. In addition, service provider will maintain and supply all toilet paper, hand towels, and hand soap. These services will be added at no additional cost for incentive in agreement of dog station services.</p> <p>Services for all will commence twice weekly.</p> <p>Fees: Dog/waste stations, labor, fuel,</p>	1	\$1,200.00	\$1,200.00

insurance (WC and GL) and all materials, will be a flat fee of \$1200 billed once monthly at the 1st of each month.

The breakdown is \$10 per each dog and waste station, which equates to \$300 weekly, \$1200 monthly.

Total	\$1,200.00
-------	------------

INVOICE

Zebra Cleaning Team
PO Box 3456
Apollo Beach, FL 33572-1003

lancewood1970@gmail.com

+1 (813) 279-0437

zebrapoolteam.com

Lake St. Charles CDD - 6801 Colonial Lake Drive

Bill to
Lake St. Charles CDD
6801 Colonial Lake Drive
Riverview, FL 33578

Invoice details
Invoice no.: 7958
Terms: Net 30
Invoice date: 05/28/2025
Due date: 06/27/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Tank Weight	Chemical tank weight in barrel	1	\$39.87	\$39.87
2.	Gutter Covers	Broken Covers	3	\$19.50	\$58.50
3.	Light Wedge	Vandalism to the light caused the issue	1	\$45.33	\$45.33
4.	Labor	for all above items installed	1	\$125.00	\$125.00

Total

\$268.70

Mail payments to:
Zebra Cleaning Team
PO Box 3456
Apollo Beach, FL 33572-1003
Zelle to: (813) 279-0437

Overdue

06/27/2025

INVOICE

Zebra Cleaning Team

PO Box 3456

Apollo Beach, FL 33572-1003

lancewood1970@gmail.com

+1 (813) 279-0437

zebrapoolteam.com

Lake St. Charles CDD - 6801 Colonial Lake Drive

Bill to
Lake St. Charles CDD
6801 Colonial Lake Drive
Riverview, FL 33578

Invoice details
Invoice no.: 7969
Terms: Due on receipt
Invoice date: 06/23/2025
Due date: 07/01/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Shaft	Spa	1	\$58.50	\$58.50
2.	Roller Assembly	For Chlorine Pump	1	\$142.20	\$142.20

Total

\$200.70

Mail payments to:
Zebra Cleaning Team
PO Box 3456
Apollo Beach, FL 33572-1003
Zelle to: (813) 279-0437

Overdue

07/01/2025

INVOICE

Zebra Cleaning Team

PO Box 3456

Apollo Beach, FL 33572-1003

lancewood1970@gmail.com

+1 (813) 279-0437

zebrapoolteam.com

Lake St. Charles CDD - 6801 Colonial Lake Drive

Bill to
Lake St. Charles CDD
6801 Colonial Lake Drive
Riverview, FL 33578

Invoice details
Invoice no.: 8027
Terms: Net 30
Invoice date: 06/01/2025
Due date: 07/01/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Commercial Pool Service	Monthly Full Service	1	\$1,925.00	\$1,925.00

Total

\$1,925.00

Mail payments to:
Zebra Cleaning Team
PO Box 3456
Apollo Beach, FL 33572-1003
Zelle to: (813) 279-0437

Overdue

07/01/2025

INVOICE

Zebra Cleaning Team

PO Box 3456

Apollo Beach, FL 33572-1003

lancewood1970@gmail.com

+1 (813) 279-0437

zebrapoolteam.com

Bill to

Lake St. Charles CDD - 6801 Colonial Lake Drive

6801 Colonial Lake Drive Riverview FL 33578

Invoice details

Invoice no.: 8028

Terms: Net 15

Invoice date: 06/01/2025

Due date: 06/16/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Tank Body	Spa	1	\$404.25	\$404.25
2.	Labor	1 hour	1	\$150.00	\$150.00

Mail payments to:

Zebra Cleaning Team

PO Box 3456

Apollo Beach, FL 33572-1003

Zelle to: (813) 279-0437

Total\$554.25

Overdue06/16/2025

INVOICE

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lancewood1970@gmail.com

+1 (813) 279-0437

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Lake St. Charles CDD - 6801 Colonial Lake Drive

Bill to
Lake St. Charles CDD
6801 Colonial Lake Drive
Riverview, FL 33578

Invoice details
Invoice no.: 8039
Terms: Net 30
Invoice date: 07/01/2025
Due date: 07/31/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Commercial Pool Service	Monthly Full Service	1	\$1,925.00	\$1,925.00

Total

\$1,925.00

Mail payments to:
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