



Rizzetta & Company

Lakeside Community Development District

Board of Supervisors' Meeting May 27, 2020

<https://zoom.us/j/6015680675/>

Meeting ID: 601 568 0675

One tap mobile

+19292056099,,6015680675# US (New York)

www.lakesidecdd.org

LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

Board of Supervisors	Samantha Manning Chairman Tammi Rivard Assistant Secretary Linda Ramlot Assistant Secretary Jack Koch Assistant Secretary Annie Kilby Assistant Secretary
District Manager	Jordan Lansford Rizzetta & Company, Inc.
District Counsel	Alyssa Willson Hopping Green & Sams, PA
District Engineer	Jeff Denny Florida Design Consultants, Inc.

All cellular phones must be placed on mute during the meeting.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

May 19, 2020

**Board of Supervisors
Lakeside Community
Development District**

FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Lakeside Community Development District will be held on **Wednesday, May 27, 2020 at 5:00 p.m.**, via conference call pursuant to Governor DeSantis' Executive Order 20-69 (as extended by Executive Order 20-112) at <https://zoom.us/j/6015680675/> Meeting ID: 601 568 0675
Audio only at +19292056099,,6015680675# US (New York). The following is the tentative agenda for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors' Meeting held on February 26, 2020.....Tab 1
 - B. Consideration of Operation and Maintenance Expenditures for January, February, March 2020.....Tab 2
 - C. Ratification of Series 2018 Acquisition/Construction Requisitions - None
 - D. Ratification of Series 2018 Custody Account Requisition – None
 - E. Ratification of Change Orders – None
- 4. BUSINESS ITEMS**
 - A. Presentation of Field Inspection Report.....Tab 3
 - B. Consideration of Reserve Study/Site Inspection Proposal.....Tab 4
 - C. Consideration of Establishment of Audit Committee
 - D. Ratification of Resolution 2020-07; Authorizing District Bank Signatories.....Tab 5
 - E. Consideration of Resolution 2020-09; Re-Designating Secretary for District.....Tab 6
 - F. Ratification of Sun Coast Rust Prevention Agreement.....Tab 7
 - G. Ratification of ADA Ramp Installation.....Tab 8
 - H. Presentation of Fiscal Year 2020-2021 Proposed Budget
 1. Consideration of Resolution 2020-06; Approving FY 2020-2020 Proposed Budget and Setting a Public Hearing...Tab 9
 - I. Consideration of Resolution of 2020-08; Directing Staff to Request Security Special Powers.....Tab 10
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager

6. SUPERVISOR REQUESTS

7. ADJOURNMENT

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

Sincerely,

Jordan Lansford

District Manager

Tab 1

1
2
3 **MINUTES OF MEETING**
4 **LAKESIDE COMMUNITY DEVELOPMENT DISTRICT**

5 *Each person who decides to appeal any decision made by the Board with respect to*
6 *any matter considered at the meeting is advised that the person may need to ensure*
7 *that a verbatim record of the proceedings is made, including the testimony and evidence*
8 *upon which such appeal is to be based.*
9

10 The Regular Meeting of the Board of Supervisors of Lakeside Community
11 Development District was held on **Wednesday, February 26, 2020 at 11:01 a.m.** at the
12 office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley
13 Chapel, FL 33544.

14
15 Present and constituting a quorum:

16		
17	Samantha Manning	Board Supervisor, Chairman
18	Annie Kilby	Board Supervisor, Vice Chair
19	Linda Ramlot	Board Supervisor, Assistant Secretary
20	Jack Koch	Board Supervisor, Assistant Secretary
21	Tammi Rivard	Board Supervisor, Vice Chairman
22		
23		

24 Also, Present:

25		
26	Jordan Lansford	District Manager, Rizzetta & Company, Inc.
27	Alyssa Willson	District Counsel, Hopping Green & Sams
28	Jeff Denny	District Engineer, Florida Design
29		(via Conference Call)
30		

31 No Audience Present

32
33
34 **FIRST ORDER OF BUSINESS**

Call to Order

35
36 Ms. Lansford called to order and performed roll call continuing a quorum for the
37 meeting.

38
39 **SECOND ORDER OF BUSINESS**

Audience Comments on Agenda Items

40
41 There were no Audience comments.
42
43
44
45

46 **THIRD ORDER OF BUSINESS** **Consideration of the Minutes of the**
47 **Board of Supervisors' Meeting held on**
48 **October 23, 2019**
49

50 Ms. Lansford presented the Minutes from the Board of Supervisors' meeting held
51 on October 23, 2019. The Board approved as presented.
52

On a Motion by Ms. Manning, seconded by Ms. Kilby, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors' Meeting held on October 23, 2019, as presented, for the Lakeside Community Development District.

53 **FOURTH ORDER OF BUSINESS** **Consideration of Operation &**
54 **Maintenance Expenditures for**
55 **September, October, November, and**
56 **December 2019**
57
58

59 Ms. Lansford presented the Operation and Maintenance Expenditures for
60 September, October, November, and December 2019.
61

On a Motion by Ms. Manning, seconded by Ms. Kilby, with all in favor, the Board of Supervisors approved the Operation & Maintenance Expenditures for September 2019 (\$38,377.30), October 2019 (\$22,890.06), November 2019 (\$15,164.20), and December 2019 (\$22,293.85), for the Lakeside Community Development District.

62 **FIFTH ORDER OF BUSINESS** **Ratification of Series 2018**
63 **Acquisition/Construction Account**
64 **Requisitions CUS #34-35**
65
66

67 Ms. Lansford presented the Series 2018 Acquisition/Construction Account
68 Requisitions #34-35 in the total amount of \$8136.75.
69

On a Motion by Ms. Manning, seconded by Ms. Ramlot, with all in favor, the Board of Supervisors agreed to ratify the Series 2018 Acquisition/Construction Account Requisitions #34-35, in the amount of \$8136.75, for the Lakeside Community Development District.

70 **SIXTH ORDER OF BUSINESS** **Presentation of Field Inspection**
71 **Report**
72
73

74 Ms. Lansford presented the Field Inspection Report to the Board. There were no
75 comments.
76
77

78 **SEVENTH ORDER OF BUSINESS** **Consideration of Resignation of Sean**
79 **Knudsen**
80

81 Ms. Lansford presented the resignation letter from Mr. Knudsen.
82

On a Motion by Mr. Koch, seconded by Ms. Ramlot, with all in favor, the Board of Supervisors accepted the resignation of Mr. Knudsen, for the Lakeside Community Development District.

83
84 **EIGHTH ORDER OF BUSINESS** **Consideration of Replacement for**
85 **Vacant Seat – Tammi Rivard**
86

87 Ms. Lansford presented Tammi Rivard for the replacement of the vacant seat on
88 the Board of Supervisors for Lakeside CDD.
89

On a Motion by Ms. Manning, seconded by Ms. Kilby, with all in favor, the Board of Supervisors approved Ms. Rivard to replace the vacant seat, for the Lakeside Community Development District.

90 Ms. Lansford administered the Oath of Office to Ms. Rivard.
91

92 Ms. Lansford reviewed the Sunshine Amendment with the Board.
93

94
95 **NINTH ORDER OF BUSINESS** **Consideration of Resolution 2020-01;**
96 **Designating Officers of the District**
97

98 Ms. Lansford presented Resolution 2020-01; Designating Officers of the District to
99 the Board.
100

On a Motion by Ms. Manning, seconded by Ms. Kilby, with all in favor, the Board of Supervisors approved Ms. Manning as the Chair and Ms. Kilby as the Vice Chair, for the Lakeside Community Development District.

101
102 **TENTH ORDER OF BUSINESS** **Consideration of Paving Proposal**
103

104 Ms. Lansford presented the Sitemasters proposal for erosion paving repair at the
105 dock of \$1400.00.
106

On a Motion by Ms. Ramlot, seconded by Ms. Manning, with all in favor, the Board of Supervisors approved the Sitemasters paving repair proposal for \$1400.00, for the Lakeside Community Development District.

107
108

109 **ELEVENTH ORDER OF BUSINESS**

**Consideration of Revised Landscape
Map**

110
111

112 Ms. Lansford presented the Landscape Map to the Board for consideration. A
113 discussion ensued.

114

115 **TWELFTH ORDER OF BUSINESS**

**Consideration of K Johnson's
Landscape Proposals**

116
117

118 Ms. Lansford presented the K. Johnson's Landscape Proposals to the Board for
119 consideration.

120

On a Motion by Ms. Manning, seconded by Ms. Ramlot, with all in favor, the Board of Supervisors approved the K. Johnson's Proposals for sod installation at \$10,200.00 and Pond Bank Trimming at \$39,000.00 annually, for the Lakeside Community Development District.

121

122 **THIRTEENTH ORDER OF BUSINESS**

**Consideration of Brightview Mulch
Proposal**

123
124

125 Ms. Lansford presented the Brightview Mulch Proposal to the Board.

126

On a Motion by Mr. Koch, seconded by Ms. Ramlot, with all in favor, the Board of Supervisors approved the Brightview Mulch Proposal for \$28,800.00, for the Lakeside Community Development District.

127

128 **FOURTEENTH ORDER OF BUSINESS**

**Consideration of Fence Repair
Proposal**

129
130

131 Ms. Lansford presented the Fence Repair Proposal to the Board for consideration.
132 The Board tabled this subject.

133

134 **FIFTEENTH ORDER OF BUSINESS**

**Consideration of Brightview Irrigation
Proposals**

135
136

137 Ms. Lansford presented the Brightview Irrigation Proposal to the Board for
138 consideration.

139

On a Motion by Mr. Koch, seconded by Ms. Kilby, with all in favor, the Board of Supervisors approved Brightview Irrigation Proposals for \$802.91 and \$2608.24, for the Lakeside Community Development District.

140

141

142 **SIXTEENTH ORDER OF BUSINESS** **Ratification of Second Addendum to**
143 **the Contract for Professional District**
144 **Services**
145

On a Motion by Mr. Koch, seconded by Ms. Kilby, with all in favor, the Board of Supervisors ratified the Second Addendum to the Contract for Professional District Services, for the Lakeside Community Development District.

146
147 **SEVENTEENTH ORDER OF BUSINESS** **Consideration of Red Line Rules of**
148 **Procedure**
149
150 The Board reviewed the Red Line Rules of Procedure.

151
152 **EIGHTEENTH ORDER OF BUSINESS** **Consideration of Resolution 2020-02;**
153 **Setting Public Hearing on Rules and**
154 **Procedure**
155
156 Ms. Willson presented Resolution 2020-02; Setting Public Hearing on Rules
157 and Procedure to the Board.
158

On a Motion by Mr. Koch, seconded by Ms. Manning, with all in favor, the Board of Supervisors adopted Resolution 2020-02; Setting Public Hearing on Rules and Procedure to take place on May 27, 2020, at 5:00 p.m., at the Lakeside Clubhouse, for Professional District Services, for the Lakeside Community Development District.

159
160 **NINTEENTH ORDER OF BUSINESS** **Consideration of Resolution 2020-03;**
161 **Adopting an Internet Controls Policy**
162
163 Ms. Willson presented Resolution 2020-03; Adopting an Internet Controls Policy to
164 the Board.
165

On a Motion by Ms. Manning, seconded by Mr. Koch, with all in favor, the Board of Supervisors adopted Resolution 2020-03; Adopting an Internet Controls Policy, for the Lakeside Community Development District.

166
167 **TWENTIETH ORDER OF BUSINESS** **Consideration of Tree Removal**
168
169 Before consideration, the Board requested the locations of these removals be
170 provided.
171
172
173
174

TWENTY FIRST ORDER OF BUSINESS Staff Reports

175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191

- A. District Counsel
No report.
- B. District Engineer
No report.
- C. District Manager
Ms. Lansford noted the next regular meeting is scheduled for March 25, 2020, at the office of Rizzetta & Company, located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544.

The Board agreed to move the May 27, 2020 meeting to 1:00 p.m., instead of 5:00 p.m. The Board also agreed to a the BrightView Fertilizer Proposal for \$1270.00. (Exhibit A).

On a Motion by Mr. Koch, seconded by Ms. Ramlot, with all in favor, the Board of Supervisors agreed to move the May 27, 2020 meeting to 1:00 p.m., instead of 5:00 p.m. and approved a Fertilizer Proposal for \$1270.00, for the Lakeside Community Development District.

192
193
194
195
196
197
198
199
200
201
202
203
204
205
206

TWENTY SECOND ORDER OF BUSINESS Supervisor Requests

Mr. Koch requested FHP once a week, as a tentative schedule, at \$250.00 a shift. He also asked for a Reserve Study be prepared for the next meeting. Mr. Koch also requested that bike racks be installed, and proposals be brought to the Board.

Ms. Ramlot requested that Kerry remove dirt and provide proposals. She also requested rust proposals.

TWENTY THIRD ORDER OF BUSINESS Adjournment

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

On a Motion by Ms. Koch, seconded by Ms. Ramlot, with all in favor, the Board of Supervisors adjourned the meeting at 11:56 a.m. for the Lakeside Community Development District.

207
208
209
210

Secretary/Assistant Secretary
Chairman/Vice Chairman

Exhibit A

Proposal for Extra Work at Lakeside CDD

Property Name Lakeside CDD
Property Address 13540 Niti Drive
Hudson, FL 34669

Contact Tyree Brown
To Lakeside CDD
Billing Address CO Rizzetta Co Inc 12750 Citrus Park Ln
Ste 115
Tampa, FL 33625

Project Name 2/17/2020 February St Augustine
Project Description 24-0-11 W / Barricade 1 LB N / 1000 SQ FT.

Scope of Work

Approved

QTY	UoM/Size	Material/Description
Fertilizer per specification		
1.00	LUMP SUM	24-0-11 W / Barricade 1 LB N / 1000 SQ FT.

District
Manager

X
Samantha Manning, chairman 2/26/2020

For internal use only

SO# 7154093
JOB# 342200184
Service Line 130

Total Price \$1,270.00

THIS IS NOT AN INVOICE

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

TERMS & CONDITIONS

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

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

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

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

Acceptance of this Contract

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

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

Customer

Manager, Field Services

Signature

Title

Tyree Brown

February 26, 2020

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager Exterior

Signature

Title

Roy Harris

February 26, 2020

Printed Name

Date

Job #: 342200184

Proposed Price: \$1,270.00

SO # 7154093

Tab 5

RESOLUTION 2020-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LAKESIDE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE AUTHORIZED SIGNATORIES FOR THE DISTRICT'S OPERATING BANK ACCOUNT(S), AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") has selected a depository as defined in Section 280.02, Florida Statutes, which meets all the requirements of Chapter 280 and has been designated by the State Treasurer as a qualified public depository; and

WHEREAS, the Board desires now to authorize signatories for the operating bank account(s).

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

Section 1 . The Chairman, Vice Chairman, Secretary, Assistant Secretaries and Treasurer and Assistant Treasurer are hereby designated as authorized signatories for the operating bank accounts of the District.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 8th DAY OF APRIL 2020.

**LAKESIDE COMMUNITY
DEVELOPMENT DISTRICT**

Samantha Manning

CHAIRMAN / VICE CHAIRMAN

ATTEST:

Jordan Lansford

SECRETARY / ASSISTANT SECRETARY

Signature Certificate

 Document Reference: DUYR7IJME258WUBCKLIAMU

RightSignature
Easy Online Document Signing



Samantha Manning
Party ID: HLTMUIICH4L4CBBEBE8DXE
IP Address: 70.127.240.198
VERIFIED EMAIL: manning@landeavor.com

Electronic Signature:

Samantha Manning

Multi-Factor
Digital Fingerprint Checksum

dff7a3e5ac43a7ff7081c756765956869cea6da15



Timestamp

2020-04-08 10:04:19 -0700

2020-04-08 10:04:19 -0700

2020-04-08 10:03:16 -0700

2020-04-08 10:02:29 -0700

Audit

All parties have signed document. Signed copies sent to: Samantha Manning and Tammi Rivard.

Document signed by Samantha Manning (manning@landeavor.com) with drawn signature. - 70.127.240.198

Document viewed by Samantha Manning (manning@landeavor.com). - 70.127.240.198

Document created by Tammi Rivard (niles@landeavor.com). - 35.141.130.89



This signature page provides a record of the online activity executing this contract.

Tab 6

RESOLUTION 2020-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKESIDE COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING THE SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Lakeside Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, and situated entirely within Pasco County, Florida; and

WHEREAS, the Board of Supervisors (hereinafter the "Board") previously designated Eric Dailey as Secretary pursuant to Resolution 2017-01; and

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

Section 1. Bob Schleifer is appointed Secretary

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS ___ DAY OF MAY, 2020.

**LAKESIDE COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

ASSISTANT SECRETARY

Tab 7

**AGREEMENT BETWEEN THE LAKESIDE COMMUNITY DEVELOPMENT
DISTRICT AND SUN COAST RUST CONTROL, INC., REGARDING THE
PROVISION OF IRRIGATION RUST REMOVAL AND PREVENTION SERVICES**

This Agreement (“Agreement”) is made and entered into this ___ day of _____, 2020 by and between:

Lakeside Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida, and whose mailing address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 (the “District”); and

Sun Coast Rust Control, Inc., a Florida corporation, with a mailing address of 8026 118th Avenue North, Largo, Florida 33773 (“Contractor,” together with District the “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “Act”), by ordinance adopted by Pasco County, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide irrigation rust removal and prevention services for ___(_____) head(s) of irrigation systems located within the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide irrigation rust removal and prevention services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“Services”); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional irrigation rust

removal and prevention services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. SCOPE OF IRRIGATION RUST REMOVAL AND PREVENTION SERVICES. The Contractor will provide irrigation rust removal and prevention services for the ___ (____) head(s) of irrigation systems located within the District. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A** on a monthly basis. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

- (1) The District hereby designates the District Manager to act as its representative.
- (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor Seven Hundred Dollars (\$700.00) per month. The term of this Agreement shall be from May 1, 2020 through September 30, 2020 unless terminated earlier by either party in accordance with the provisions of this Agreement. The Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either party thirty (30) days prior to the expiration of the Agreement.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such

supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
- C. In no event, however, shall Contractor be liable for incidental, special, punitive or exemplary damages in connection with this Agreement, even if notice was given of the possibility of such damages and even if such damages were reasonably foreseeable.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately

discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this

Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Lakeside Community Development
District
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.

119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor:

Sun Coast Rust Control, Inc.
8026 188th Avenue North
Largo, Florida 33773
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Pasco County, Florida.

SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jordan Lansford ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public

records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 994-1001, jlansford@rizzetta.com, OR 5844 OLD PASCO ROAD, SUITE 100, WESLEY CHAPEL, FLORIDA 33544.

SECTION 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 29. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**LAKESIDE COMMUNITY DEVELOPMENT
DISTRICT**



Secretary/Assistant Secretary

Chairman, Board of Supervisors

SUN COAST RUST CONTROL, INC.

By: _____

Its: _____

Date: _____

(Signature of Witness)

(Print Name of Witness)

Exhibit A: Schedule of Services

Exhibit A

Suncoast Rust- Irrigation Rust Removal & Prevention



Project Proposal

April 2020

Lakeside

Objective

We strive for excellence, working hard so you won't have to. Using our own brand of cleaners, treatments, and specialized equipment we keep your property pristine. Handling all the details at one flat rate we eliminate red tape and keep your budget predictable.

Problem

There is high iron content in the water used for irrigation. The iron is distributed by the irrigation system and onto everything the irrigation water touches. That creates ugly stains on buildings, sidewalks, common areas, etc. This iron is difficult to remove and even more difficult to prevent.

Solution

Suncoast will install water treatment equipment at the head of the irrigation systems to neutralize the iron in the water before it works its way through the irrigation. This will stop any new rust stains from forming. Suncoast will then provide a full property cleaning to remove all rust staining. Thereafter technicians will visit your property monthly to refill the tanks on the rust prevention systems and perform routine maintenance to ensure that the systems are functioning properly. While our technicians are on site they will also inspect the property for any new staining. Should any staining be found the technicians will remove it promptly.

Pricing

- Full service- \$700 per month
 - Includes: Initial cleaning, systems installation, systems maintenance, monthly inspections, water treatment solution, any future cleanings.
-

Signature Certificate

 Document Reference: YK5BINIRAIHLSCSLNTA8Y9

RightSignature
Easy Online Document Signing



Samantha Manning
Party ID: 6XXSFZJK5LXZMZ48NWZIE
IP Address: 70.127.240.198
VERIFIED EMAIL: manning@landeavor.com

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

dff7a3e5ac43a7ff7081c756765956869cea6da15



Timestamp

2020-04-20 09:46:38 -0700

2020-04-20 09:46:38 -0700

2020-04-20 09:43:23 -0700

2020-04-20 09:40:30 -0700

Audit

All parties have signed document. Signed copies sent to: Samantha Manning and Tammi Rivard.

Document signed by Samantha Manning (manning@landeavor.com) with drawn signature. - 70.127.240.198

Document viewed by Samantha Manning (manning@landeavor.com). - 70.127.240.198

Document created by Tammi Rivard (niles@landeavor.com). - 35.141.130.89



This signature page provides a record of the online activity executing this contract.



Tab 9

RESOLUTION 2020-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKESIDE COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2020/2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Lakeside Community Development District (“**District**”) prior to June 15, 2020, proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Fiscal Year 2020/2021**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2020/2021 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 26, 2020

HOUR: 5:00 p.m.

LOCATION: Lakeside Amenity Center
13739 Lakemont Drive
Hudson, Florida 34669

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Pasco County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

ATTEST:

**LAKESIDE COMMUNITY
DEVELOPMENT DISTRICT**

Assistant Secretary

By: _____
Its: _____

Exhibit A: Approved Proposed Budgets for Fiscal Year 2020/2021

Exhibit A:

Approved Proposed Budgets for Fiscal Year 2020/2021

Tab 10

RESOLUTION 2020-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKESIDE COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO SUBMIT A REQUEST TO PASCO COUNTY, FLORIDA, FOR CONSENT TO EXERCISE SPECIAL POWERS; MAKING FINDINGS IN SUPPORT THEREOF; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Lakeside Community Development District (the “District”) is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“Uniform Act”), by Ordinance No. 07-19, adopted by the Board of County Commissioners of Pasco County, effective August 27, 2007; and

WHEREAS, the District is located within the jurisdiction of Pasco County, Florida (the “County”); and

WHEREAS, the District and all land uses and services planned within the District are not inconsistent with applicable elements or portions of the effective Pasco County Comprehensive Plan; and

WHEREAS, all of the County’s applicable land use, zoning and permitting requirements govern the development of land within the District, including all activities of the District in the provision of its services and facilities; and

WHEREAS, the District is authorized to exercise general powers pursuant to section 190.011, *Florida Statutes*; and

WHEREAS, the District has identified the need for certain improvements within the boundaries of the District that it wishes to provide; and

WHEREAS, the District is required to obtain the consent of the local general-purpose government prior to the exercise of powers related to Section 190.012(2), *Florida Statutes*; and

WHEREAS, the Board of Supervisors of the District (the “Board”) desires to submit a request to the Board of County Commissioners of Pasco County, Florida, for consent to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities for security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies.

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

SECTION 1. The representations, findings and determinations contained in above Recitals are recognized as true and accurate, and are expressly incorporated herein as a material part of this Resolution.

SECTION 2. The District respectfully requests that the Board of County Commissioners of Pasco County, Florida, grant the District the consent required to exercise the authority provided in Section 190.012(2)(d), *Florida Statutes*, as amended, which presently states, in relevant part, “to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for...(d) security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies,” which are intended to be owned, operated and maintained by the District.

SECTION 3. The Board hereby directs the Chairman and District staff to proceed in an expeditious manner to transmit this Resolution requesting consent to exercise the special powers authorized in Section 190.012(2)(d), *Florida Statutes*, as amended, to the Board of County Commissioners of Pasco County. The Board further authorizes the Chairman and District staff to take all actions necessary to obtain the authority requested.

SECTION 4. This resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the Board of Supervisors of the Lakeside Community Development District on this 27th day of May, 2020.

ATTEST:

**LAKESIDE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors