



Rizzetta & Company

# **Lakeside Community Development District**

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**Board of Supervisors' Special  
Meeting  
October 6, 2022**

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

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

## **LAKESIDE COMMUNITY DEVELOPMENT DISTRICT**

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

**Board of Supervisors**

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

**District Manager**

Lynn Hayes	Rizzetta & Company, Inc.
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**District Counsel**

Alyssa Willson	Kutak Rock LLP
Michelle Rigoni	Kutak Rock LLP

**District Engineer**

David Fleeman	Florida Design Consultants, Inc.
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**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) 994-1001. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

**LAKESIDE COMMUNITY DEVELOPMENT DISTRICT**  
District Office · Wesley Chapel, Florida (813) 994-1001  
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[WWW.LAKESIDECDD.ORG](http://WWW.LAKESIDECDD.ORG)

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September 27, 2022

Board of Supervisors  
Lakeside Community Development District

**FINAL AGENDA**

Dear Board Members:

The special meeting of the Board of Supervisors of the Lakeside Community Development District will be held on **Thursday, October 6 2022, at 11:00 a.m.** at the offices of Rizzetta & Company located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The following is the Agenda for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
  - A.** Consideration of Minutes of the Board of Supervisors Meeting held on August 24, 2022 & September 15, 2022.....Tab 1
- 4. STAFF REPORTS**
  - A.** District Counsel
    1. Consideration of License Agreement with the HOA for Holiday Lighting.....Tab 2
  - B.** District Engineer
  - C.** Presentation of Landscape Inspection Services Report and Landscaper Comments.....Tab 3
- 5. BUSINESS ITEMS**
  - A.** Public Hearing on Rule Development and Revised Rules Relating to Parking and Parking Enforcement
    1. Consideration of Resolution 2023-01 Adopting Revised Rules Relating To Parking and Parking Enforcement.....Tab 4
    2. Consideration of A-1 Recovery Towing Agreement.....Tab 5
  - B.** Consideration of RedTree Landscape Proposals.....Tab 6
  - C.** Ratification of Illuminating Holiday Lighting Proposal.....Tab 7
  - D.** District Manager Report.....Tab 8

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- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

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

Sincerely,

*Lynn Hayes*  
District Manager

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  - A.** District Counsel
    1. Consideration of License Agreement with the HOA for Holiday Lighting.....Tab 2
  - B.** District Engineer
  - C.** Presentation of Landscape Inspection Services Report and Landscaper Comments (**under separate cover**).....Tab 3
- 5. BUSINESS ITEMS**
  - A.** Public Hearing on Rule Development and Revised Rules Relating to Parking and Parking Enforcement
    1. Consideration of Resolution 2023-01 Adopting Revised Rules Relating To Parking and Parking Enforcement.....Tab 4
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Sincerely,

*Lynn Hayes*  
District Manager

## **Tab 1**

**MINUTES OF MEETING  
LAKESIDE COMMUNITY DEVELOPMENT DISTRICT**

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

The regular meeting of the Board of Supervisors of the Lakeside Community Development District was held on **Wednesday, August 24, 2022, at 6:03 p.m.** at the Lakeside Amenity Center located at 13739 Lakemont Drive, Hudson, Florida 34669.

Present and constituting a quorum:

Linda Ramlot	<b>Board Supervisor, Vice Chair</b>
Christina Brooks	<b>Board Supervisor, Assistant Secretary</b>
Gordon Dexter	<b>Board Supervisor, Assistant Secretary</b>

Also Present:

Jack Koch	<b>Board Supervisor, Chair</b> <i>(via conf. call)</i>
David Fleeman	<b>District Engineer, Florida Design</b>
Lynn Hayes	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Michelle Rigoni	<b>District Counsel, Kutak Rock LLP</b>
Kevin Wilt	<b>Representative, Solitude Aquatics</b>

Audience	Present
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**FIRST ORDER OF BUSINESS** **Call to Order**

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

**SECOND ORDER OF BUSINESS** **Audience Comments**

There were no audience comments put forth.

**THIRD ORDER OF BUSINESS** **Discussion of Fiscal Year 2022/2023  
Final Budget**

Mr. Hayes informed the Board that the mailed resident notices will be mailed out on Thursday, August 25, 2022 and the public hearing advertisements will run on Friday, August 26, and Friday September 2, 2022 to meet the Florida Statute noticing requirements. He stated that the Fiscal Year 2022/2023 budget public hearing and regular meeting has been rescheduled to Thursday, September 15, 2022 at 6:00 p.m. at the Lakeside Amenity Center, located at 13739 Lakemont Drive, Hudson, Florida 34669.

Mr. Hayes informed the residents that the notice is being sent to notify them of the rescheduled public hearings and meeting in order to comply with the noticing requirements.



He stated that neither the maximum revenue for the proposed budget nor the proposed assessment amounts have changed since the first mailed notice dated July 19, 2022. Mr. Hayes asked for any public comments on the Fiscal Year 2022/2023 final budget as another opportunity for public comment and received no comments.

**FOURTH ORDER OF BUSINESS**

**Consideration of the LLS Tax Solutions Inc., Series 2015 Arbitrage Report**

Mr. Hayes presented the Series 2015 Arbitrage Report and noted for the period ending July 8, 2022 and indicated there was no arbitrage liability. He asked the Board if they had any questions. They had none.

On a Motion by Mr. Dexter, and seconded by Ms. Ramlot, with all in favor, the Board of Supervisors accepted the LLS Tax Solutions Series 2015 Arbitrage Report as presented, for the Lakeside Community Development District.

**FIFTH ORDER OF BUSINESS**

**Consideration of the LLS Tax Solutions Inc., Series 2018 Arbitrage Report**

Mr. Hayes presented the Series 2018 Arbitrage Report and noted for the period ending July 8, 2022 and indicated there was no arbitrage liability. He asked the Board if they had any questions. They had none.

On a Motion by Mr. Dexter, and seconded by Ms. Brooks, with all in favor, the Board of Supervisors accepted the LLS Tax Solutions Series 2018 Arbitrage Report as presented, for the Lakeside Community Development District.

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-09, Amending Parking Policies and Towing Enforcement Rules**

The Board discussed this issue at length and District Counsel presented and explained the current versus the revised proposed rules and regulations relating to parking enforcement. She also advised the Board that they would need to hold a Public Hearing in order to adopt the revised rules. It was decided to have a special meeting for the Public Hearing on October 6<sup>th</sup> at 11:00 a.m. at the Wesley Chapel office.

On a Motion by Mr. Dexter, and seconded by Ms. Ramlot, with all in favor, the Board of Supervisors adopted Resolution 2022-09, to set a Public Hearing for the Revised Parking and Towing Enforcement Rules for October 6, 2022 at 11:00 a.m., for the Lakeside Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Towing Proposals/Agreements**

Mr. Hayes and Mr. Koch are looking for a towing vendor that will agree with the

parameters the Board has set. Signage and the costs associated with this were also discussed. Ms. Rigoni advised that this item is to approve the towing agreement in substantial form so that in the event a towing vendor can be obtained, they can be contracted to tow in accordance with the existing towing rules.

On a Motion by Ms. Ramlot, and seconded by Mr. Dexter, with all in favor, the Board of Supervisors approved the Towing Services Agreement in substantial form and authorized the Chair to execute the Towing Agreement if necessary, for the Lakeside Community Development District.

# **EIGHTH ORDER OF BUSINESS**

## **Consideration of the Minutes of the Board of Supervisors held on July 27, 2022**

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

On a Motion by Ms. Brooks, and seconded by Ms. Ramlot, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors Meeting held on July 27, 2022, as presented, for the Lakeside Community Development District.

# **NINTH ORDER OF BUSINESS**

## **Consideration of the Pond Landscape Workshop Meeting Minutes held on August 10, 2022**

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

On a Motion by Ms. Ramlot, and seconded by Ms. Brooks, with all in favor, the Board of Supervisors approved the Pond Landscape Workshop Meeting Minutes held on August 10, 2022, for the Lakeside Community Development District.

# **TENTH ORDER OF BUSINESS**

## **Consideration of Operation & Maintenance Expenditures for July 2022**

Mr. Hayes presented the Operation and Maintenance Expenditures for July 2022.

On a Motion by Ms. Brooks, seconded by Mr. Dexter, with all in favor, the Board of Supervisors ratified the July 2022 (\$43,158.78) payment of the Operation & Maintenance Expenditures, for the Lakeside Community Development District.

# **ELEVENTH ORDER OF BUSINESS**

## **Staff Reports**

### **A. District Counsel**

Ms. Rigoni discussed tree limb responsibility. She explained that the CDD landscape vendor has no responsibility to trim trees on private property.

**B. District Engineer**

Mr. Fleeman indicated the need for a master plan for sidewalk working on Nesbit. He will check the master plan and provide advisement.

**C. Presentation of Inspection Services Report/Landscaper Comments**

Mr. Hayes presented the Inspection Services Report dated August 4, 2022 and requested that RedTree address all deficient items on his report.

**D. Presentation of Aquatics Report**

Mr. Wilt presented his report and notified the Board he would treat the algae next week.

**E. District Manager Report**

Mr. Hayes presented his report to the Board and announced that the next regularly scheduled meeting is September 15, 2022, at 6:00 p.m. at the Lakeside Amenity Center located at 13739 Lakemont Drive, Hudson, Florida 34669.

**TWELFTH ORDER OF BUSINESS**

**Supervisor Requests**

There were no Supervisor requests put forth at this time.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

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

On a Motion by Mr. Dexter, seconded by Ms. Ramlot, with all in favor, the Board of Supervisors adjourned the meeting at 6:58 p.m. for the Lakeside Community Development District.

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

\_\_\_\_\_  
Chair/Vice Chair

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**MINUTES OF MEETING  
LAKESIDE COMMUNITY DEVELOPMENT DISTRICT**

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

The special meeting of the Board of Supervisors of the Lakeside Community Development District was held on **Wednesday, September 15, 2022, at 6:00 p.m.** at the Lakeside Amenity Center located at 13739 Lakemont Drive, Hudson, Florida 34669.

Present and constituting a quorum:

Jack Koch	<b>Board Supervisor, Chairperson</b>
Linda Ramlot	<b>Board Supervisor, Vice Chair</b>
Christina Brooks	<b>Board Supervisor, Assistant Secretary</b>

Also Present:

Lynn Hayes	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Michelle Rigoni	<b>District Counsel, Kutak Rock LLP (via telephone)</b>

Audience	Present
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**FIRST ORDER OF BUSINESS** **Call to Order**

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

**SECOND ORDER OF BUSINESS** **Audience Comments**

There were no audience comments put forth.

**THIRD ORDER OF BUSINESS** **Consideration of Resolution 2022-05  
Ratifying Resetting the Budget and  
Assessment Public Hearing**

Mr. Hayes asked the Board of Supervisors for a Motion to Ratify Resolution 2022-05, Resetting the Budget and Assessment Public Hearing

On a Motion by Mr. Koch, and seconded by Ms. Ramlot, with all in favor, the Board of Supervisors adopted Resolution 2022-05, Ratifying Resetting the Budget and Assessment Public Hearing, as presented, for the Lakeside Community Development District.
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**FOURTH ORDER OF BUSINESS**

**Public Hearing on Fiscal Year  
2022/2023 Final Budget**

Mr. Hayes asked the Board for a motion to Open the Public Hearing on the Fiscal Year 2022/2023 Final Budget.

On a Motion by Mr. Koch, and seconded by Ms. Brooks, with all in favor, the Board of Supervisors opened the public hearing for the Final Budget for Fiscal Year 2022-2023, for the Lakeside Community Development District.

There were no public comments from the six residents present.

On a Motion by Mr. Koch, and seconded by Ms. Brooks, with all in favor, the Board of Supervisors closed the public hearing for the Final Budget for Fiscal Year 2022-2023, for the Lakeside Community Development District.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-06  
Adopting Fiscal Year 2022-2023 Final  
Budget**

Mr. Hayes presented a motion to adopt Resolution 2022-06, Adopting Fiscal Year 2022-2023 Final Budget

On a Motion by Mr. Koch, and seconded by Ms. Brooks, with all in favor, the Board of Supervisors adopted Resolution 2022-06, Adopting Fiscal Year 2022-2023 Final Budget, for the Lakeside Community Development District.

**SIXTH ORDER OF BUSINESS**

**Public Hearing on Fiscal Year  
2022/2023 Special Assessments**

Mr. Hayes asked the Board for a motion to Open the Public Hearing on Imposing Special Assessments and Certifying the Assessment Roll for Fiscal Year 2022-2023.

On a Motion by Mr. Koch, and seconded by Ms. Brooks, with all in favor, the Board of Supervisors opened the public hearing on Imposing Special Assessments and Certifying the Assessment Roll for Fiscal Year 2022-2023, for the Lakeside Community Development District.

There were no public comments from the six residents present.

On a Motion by Mr. Koch, and seconded by Ms. Ramlot, with all in favor, the Board of Supervisors closed the public hearing for the Imposing Special Assessments and Certifying the Assessment Roll for Fiscal Year 2022-2023, for the Lakeside Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-07  
Imposing Special Assessments and  
Certifying an Assessment Roll**

Mr. Hayes presented Resolution 2022-07, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2022-2023 to the Board of Supervisors.

On a Motion by Mr. Koch, and seconded by Ms. Ramlot, with all in favor, the Board of Supervisors adopted Resolution 2022-07, Imposing Special Assessments and Certifying an Assessment Roll, for the Lakeside Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-08  
Setting the Meeting Schedule for  
Fiscal Year 2022-2023**

Mr. Hayes presented Resolution 2022-08, Adopting Fiscal Year 2022-2023 the Meeting Schedule to the Board of Supervisors. The Board requested to change the November 23, 2022 meeting to a date to be determined at the October 6, 2022 CDD Meeting to a date in the week before the holiday.

On a Motion by Ms. Brooks, and seconded by Mr. Koch, with all in favor, the Board of Supervisors adopted Resolution 2022-08, Setting the Meeting Schedule for Fiscal Year 2022-2023, for the Lakeside Community Development District.

**NINTH ORDER OF BUSINESS**

**Consideration of the Fourth Addendum  
Contract for Professional District  
Services**

Mr. Hayes presented the Fourth Addendum Contract for Professional District Services to the Board of Supervisors.

On a Motion by Ms. Brooks, and seconded by Ms. Ramlot, with all in favor, the Board of Supervisors approved the Fourth Addendum Contract for Professional District Services, as presented, for the Lakeside Community Development District.

**TENTH ORDER OF BUSINESS**

**Consideration of the First Addendum  
to the Landscape Inspection Services  
Contract**

Mr. Hayes presented the First Addendum to the Landscape Inspection Services Contract to the Board of Supervisors.

On a Motion by Ms. Brooks, and seconded by Ms. Ramlot, with all in favor, the Board of Supervisors approved the First Addendum to the Landscape Inspection Services Contract, as presented, for the Lakeside Community Development District.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of the Site 7 Aeration Installation Proposal**

This Site 7 Aeration Installation Proposal will be presented for Fiscal Year 2023-2024 Budget.

**TWELFTH ORDER OF BUSINESS**

**Consideration of Innersync Studio, Ltd./Campus Suites First Amendment Agreement/Addendum**

Mr. Hayes presented the Innersync Studio, Ltd./Campus Suites First Amendment Agreement/Addendum to the Board of Supervisors.

On a Motion by Mr. Koch, seconded by Ms. Ramlot, with all in favor, the Board of Supervisors adopted the Innersync Studio Ltd./Campus Suites First Amendment Agreement/Addendum, for the Lakeside Community Development District.

**THIRTEENTH ORDER OF BUSINESS**

**Ratification of the EGIS Insurance Proposal for Fiscal Year 2022-2023**

Mr. Hayes presented the EGIS Insurance Proposal for Fiscal Year 2022-2023 to the Board of Supervisors for ratification.

On a Motion by Ms. Ramlot, seconded by Ms. Brooks, with all in favor, the Board of Supervisors adopted the EGIS Insurance Proposal for Fiscal Year 2022-2023, as presented, for the Lakeside Community Development District.

**FOURTEENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

Ms. Rigoni reviewed her memo with the District insurance provider and the Board of Supervisors explaining what the District responsibilities are to the community regarding wildlife. The Board requested that District Staff request the Lakeside HOA send an email blast out with a link to the FL Fish & Wildlife Commission that will provide the residents of the community with education materials on how to remove nuisance wildlife and the established procedures.

**B. District Engineer**

The District Engineer was not present and there was no report for the Board.

**C. Presentation of Landscape Inspection Services Report and Landscaper Comments**

Mr. Hayes presented report.



**D. Presentation of Aquatics Report**

Mr. Hayes presented this report and notified the Board of the progress for Site 6 and green algae.

**E. Presentation of Holiday Lights Proposals**

Mr. Hayes presented the Illuminations Holiday Lighting Proposal to the Board of Supervisors.

On a Motion by Mr. Koch, and seconded by Ms. Brooks, with all in favor, the Board of Supervisors approved the Illuminations Holiday Lighting Proposal with a stipulation the cost is not to exceed \$5,000.00 and for the Chairperson to have authorization to sign proposal, as presented, for the Lakeside Community Development District.

On a Motion by Ms. Brooks, and seconded by Mr. Koch, with all in favor, the Board of Supervisors approved a motion authorizing District Counsel to prepare a License Agreement with the Homeowners Association for holiday lighting volunteers, for additional lights, if any, for the Lakeside Community Development District.

**F. District Manager Report**

Mr. Hayes presented his report to the Board and requested a motion that the next regularly scheduled meeting for October 26, 2022 be cancelled. The next regular meeting is scheduled for November 23, 2022 at 5:00 p.m. at the office of Rizzetta & Company, Inc. located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 and the Board will decide on an alternate date at the October 6, 2022 Lakeside CDD BOS meeting.

On a Motion by Ms. Brooks, and seconded by Mr. Koch, with all in favor, the Board of Supervisors approved the motion to cancel the October 26, 2022 meeting, for the Lakeside Community Development District.

Mr. Hayes requested a motion to authorize the District Counsel to prepare an agreement for A-1 Recovery Towing in final form.

On a Motion by Mr. Koch, and seconded by Ms. Ramlot, with all in favor, the Board of Supervisors approved the motion authorizing District Counsel to prepare an agreement with A-1 Recovery Towing in final form, for the Lakeside Community Development District.

**FIFTEENTH ORDER OF BUSINESS**

**Supervisor Requests**

Linda Ramlot: Requested an update on various proposals and quotes asked for by the Board of Supervisors for various items needed for the Community.

Jack Koch: Requested an update on the RedTree quotes for pond bank clean up at Surface Water E and ongoing maintenance, alligator sign quotes and entry wall and monument paint and pressure washing quotes.

**SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

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

On a Motion by Mr. Koch, seconded by Ms. Brooks, with all in favor, the Board of Supervisors adjourned the meeting at 7:19 p.m. for the Lakeside Community Development District.

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Chairperson/Vice Chairperson

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Secretary/Assistant Secretary

## **Tab 2**

**LICENSE AGREEMENT BY AND BETWEEN THE LAKESIDE COMMUNITY DEVELOPMENT  
DISTRICT AND LAKESIDE COMMUNITY ASSOCIATION, INC. REGARDING THE  
HOLIDAY LIGHTING INSTALLATION, MAINTENANCE AND REMOVAL**

THIS LICENSE AGREEMENT ("**License Agreement**") is made and entered into this \_\_\_\_ day  
of \_\_\_\_\_ 2022, 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

**Lakeside Community Association, Inc.**, a Florida not-for-profit corporation, with a mailing address of 6972 Lake Gloria Boulevard, Orlando, Florida 32809 (the "**Licensee**").

**RECITALS**

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

**WHEREAS**, the District owns, operates, and maintains certain facilities and real property ("**District Property**"), which facilities and real property are within the boundaries of the District; and

**WHEREAS**, the Licensee desires to supply, install, maintain and remove additional holiday lighting ("**Improvements**") on certain District Property, as more specifically identified in holiday lighting plan provided in **Exhibit A**, for the benefit of the community, such installation and maintenance being at no cost to the District; and

**WHEREAS**, the District is willing to allow the Licensee to supply, install, maintain and remove the Improvements pursuant to the terms set forth in this License Agreement; and

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

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Licensee agree as follows:

**1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this License Agreement.

**2. GRANT OF INSTALLATION AND MAINTENANCE LICENSE.** The District hereby grants to the Licensee a non-exclusive license ("**License**") to access, install and maintain the Improvements on certain District Property, and thereafter remove the same by no later than January 15, 2022, as such Holiday Lighting plan is further identified in **Exhibit A**.

**3. CONDITIONS ON THE LICENSE.** The License granted herein is subject to the following terms and conditions:

**A.** The District hereby grants the Licensee officers, authorized representatives, employees, contractors, volunteers and affiliates the limited right to access the Property for the purposes described in this License Agreement.

**B.** Licensee shall contractually require its contractors to use all due care to protect the property of the District, its residents and landowners from damage by the Licensee's contractors. The Licensee shall contractually require its contractors to repair any damage resulting from the activities and work of the Licensee's contractors.

**C.** Notwithstanding the foregoing, in the event the Licensee intends to use community volunteers to carry out any of its permitted activities under this License, Licensee shall obtain a waiver and release from each such volunteer in substantially the form attached hereto as **Exhibit B ("Waiver")** and shall submit all such Waivers to the District prior to the start of any installation of the Improvements by such volunteers.

**D.** The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Licensee or its officers, authorized representatives, employees, contractors, volunteers and affiliates.

**E.** Licensee shall exercise its best efforts to maintain the Improvements in a good condition and free from visual deterioration.

**F.** Licensee shall be solely responsible for any and all costs or fees associated with the installation, maintenance, repair, replacement and removal of the Improvements.

**4. EFFECTIVE DATE; TERM.** This License Agreement shall become effective upon full execution on the date first written above and shall continue in full force and effect until all holiday lightings have been removed or revoked or terminated pursuant to the terms of this License Agreement, whichever is earlier.

**5. REVOCATION, SUSPENSION AND TERMINATION.** The District and the Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended or revoked, with or without cause, at the sole discretion of the District. In the event the District

exercises its right to suspend or revoke the License, the District shall provide Licensee written notice of the suspension or revocation, which notice shall be effective immediately upon receipt by Licensee. Both the District and Licensee may terminate this License Agreement upon thirty (30) days' written notice. The provisions of Sections 7 and 8, below, shall survive any revocation, suspension or termination of this License Agreement.

**6. COMPENSATION.** In consideration of the use of District Property for purposes stated herein, the Licensee shall provide the Improvements at no cost to the District. The Licensee shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this License Agreement.

**7. COMPLIANCE WITH LAWS, RULES AND POLICIES.** Licensee shall comply at all times with relevant statutes and regulations governing the installation, maintenance and removal of the Improvements and shall be solely responsible for its officers, authorized representatives, employees, contractors, volunteers and affiliates compliance of same at all times, and shall, upon request of the District, provide proof of such compliance.

**8. CARE OF PROPERTY.** Licensee agrees to use all due care to protect the property of the District, its patrons and guests from damage. Licensee shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of the Licensee's activities under this License Agreement, including any damage caused by its officers, authorized representatives, employees, contractors, volunteers and affiliates. Licensee shall repair any damage resulting from its operations under this License Agreement within a reasonable time and shall use its best efforts to make such repairs within twenty-four (24) hours. Any such repairs shall be at Licensee's sole expense, unless otherwise agreed, in writing, by the District. Notwithstanding the foregoing, the District shall have the option, but not the obligation, to repair any such damages and request reimbursement of the same if timely repairs are not made and Licensee hereby agrees to reimburse the District for such costs within fifteen (15) days of such request. The provisions of this Section 8 shall survive termination of this License Agreement.

**9. 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, attorneys' fees, paralegal fees, and expert witness fees and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**B.** To the fullest extent permitted by law, the Licensee agrees to defend, indemnify, save and hold the District and its supervisors, officers, staff, employees, representatives, and agents ("**District Indemnitees**") harmless from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations arising from the acts or omissions of the Licensee, its members,

managers, agents, authorized representatives, volunteers, employees, contractors, subcontractors or assigns in connection with the purposes of this License Agreement. Furthermore, the Licensee will contractually require its contractors to defend, indemnify, save and hold the District Indemnitees harmless from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations arising from the acts or omissions of the Licensee's contractors, subcontractors or assigns in connection with the purposes of this License Agreement.

**C.** For purposes of this Section, "acts or omissions" on the part of the Licensee, and its members, managers, agents, assigns, contractors or subcontractors, includes, but is not limited to:

- i. Provision of the work in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency having jurisdiction, unless such permit, license, certification, consent, or other approval is first obtained;
- ii. Any claims resulting from personal injury and property damage.

**D.** The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this License Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this License Agreement. Licensee 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.

**10. INSURANCE. [SUBJECT TO FURTHER REVIEW AND ADDITIONAL REQUIREMENTS PER DISTRICT INSURANCE REPRESENTATIVE'S RECOMMENDATIONS]**

**A. Licensee Insurance Requirement.** The Licensee shall, at its own expense, maintain insurance during the term of this License Agreement, with limits of liability not less than the following General Liability Bodily Injury (including contractual) \$1,000,000/\$2,000,000 and General Liability Property Damage (including contractual) \$1,000,000/\$2,000,000. The District and its supervisors, officers, staff, employees, representatives and agents shall be named as an additional insured. The Licensee 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 coverages, 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, and such carrier shall have a Best's Insurance Reports rating of at

least A-VII. The Licensee's insurance shall remain in place throughout the term of this License Agreement. [SUBJECT TO FURTHER REVIEW AND ADDITIONAL REQUIREMENTS PER DISTRICT INSURANCE REPRESENTATIVE'S RECOMMENDATIONS]

**B. Licensee's Contractor Insurance Requirement.** Licensee shall require all contractors doing work within the District Property to maintain insurance applicable to the work being done within the District Property for the duration of the work with limits of liability not less than the following General Liability Bodily Injury (including contractual) \$1,000,000/\$2,000,000 and General Liability Property Damage (including contractual) \$1,000,000/\$2,000,000 and name the District and its supervisors, officers, staff, employees, representatives and agents shall be named as an additional insured. Such contractor's insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII. Licensee shall furnish District certificates evidencing coverage in advance of any contractor commencing any work within the District Property. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. [SUBJECT TO FURTHER REVIEW AND ADDITIONAL REQUIREMENTS PER DISTRICT INSURANCE REPRESENTATIVE'S RECOMMENDATIONS]

**11. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this License Agreement shall be construed or 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 License 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.

**12. RECOVERY OF COSTS AND FEES.** In the event the District is required to enforce this License Agreement by court proceedings or otherwise, then if successful, the District shall be entitled to recover from the Licensee all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs.

**13. DEFAULT.** A default by either party under this License Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

**14. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this License Agreement.



**15. AMENDMENT.** Amendments to and waivers of the provisions contained in this License Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**16. ASSIGNMENT.** Neither the District nor the Licensee may assign its rights, duties or obligations under this License Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

**17. INDEPENDENT CONTRACTOR.** In all matters relating to this License Agreement, Licensee shall act as an independent contractor. Neither Licensee nor any individual employed by Licensee in connection with the activities contemplated by this License Agreement, is an employee of the District under the meaning or application of any federal or state laws. Licensee agrees to assume all liabilities and obligations imposed by one or more of such laws with respect to its employees. Licensee shall have no authority to assume or create any obligation, express or implied, on behalf of the District and Licensee shall have no authority to represent the District as agent, employee or in any other capacity.

**18. NOTICES.** All notices, requests, consents, and other communications hereunder (“Notices”) shall be in writing and shall be delivered by electronic mail and mailed by overnight courier or First-Class Mail, postage prepaid, to the parties as follows:

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

With a copy to: Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B.** If to the Licensee: Lakeside Community Association, Inc.  
6972 Lake Gloria Boulevard  
Orlando, Florida 32809  
Attn: \_\_\_\_\_

Except as otherwise provided in this License 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 License 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 Licensee may deliver Notice on behalf of the District and the Licensee. Any party or other person

to whom Notices are to be sent or copied may notify the other 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 herein.

**19. INTERFERENCE BY THIRD PARTY.** The District shall be solely responsible for enforcing its rights under this License Agreement against any interfering party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this License Agreement.

**20. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Licensee understands and agrees that all documents of any kind provided to the District in connection with this License Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, *Florida Statutes*. Licensee acknowledges that the designated public records custodian for the District is **Lynn Hayes** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Licensee 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 Licensee 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 Licensee'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 Licensee, Licensee 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 LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-994-1001, LHAYES@RIZZETTA.COM, 5844 OLD PASCO ROAD, SUITE 100 WESLEY CHAPEL, FL 33544.**

**21. CONTROLLING LAW AND VENUE.** This License Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Pasco County, Florida.

**22. ARM'S LENGTH NEGOTIATION.** This License Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this License Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this License Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.

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

**24. AUTHORIZATION.** The execution of this License Agreement has been duly authorized by the appropriate body or official of each of the parties hereto, each of the parties has complied with all the requirements of law and each of the parties has full power and authority to comply with the terms and conditions of this License Agreement.

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

**26. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this License Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this License Agreement.

**27. COUNTERPARTS; ELECTRONIC SIGNATURES.** This License Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Additionally, the parties acknowledge and agree that this License Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

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

Attest:

**LAKESIDE COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Lynn Hayes  
Assistant Secretary

\_\_\_\_\_  
Jack Koch  
Chairman, Board of Supervisors

Witness:

**LAKESIDE COMMUNITY ASSOCIATION, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_ [print name]

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
President

**Exhibit A**      Holiday Lighting Plan  
**Exhibit B**      Volunteer Waiver

## **EXHIBIT A - HOLIDAY LIGHTING PLAN**

## EXHIBIT B – VOLUNTEER WAIVER

THE FOLLOWING TO BE FILLED IN BY THE VOLUNTEER:	
Volunteer Name (“ <b>Volunteer</b> ”):	
Address:	<hr/> <hr/>
Phone Number:	
Emergency Contact – NAME:	
Emergency Contact – PHONE:	
Volunteer Activity (“ <b>Activity</b> ”):	Holiday Lighting Installation, Maintenance and Removal for Lakeside Community Association, Inc.

This Waiver and Release of Liability (“**Release**”) is hereinafter executed by Volunteer (as defined and named above), who desires to provide volunteer services on behalf of the Lakeside Community Association, Inc. (“**HOA**”) on certain District property located within the Lakeside Community Development District (“**District**”) for the Activity (as defined above). Volunteer hereby releases the District and its present, former, and future supervisors, staff, officers, managers, lawyers, engineers, employees, representatives and agents, and all of the successors and assigns of the foregoing (together, “**Released Parties**”) as provided below.

Volunteer understands the scope of Volunteer’s relationship with the HOA is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that Volunteer is not an employee of District and has no authority to act on behalf of District; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer’s involvement in the Activity. The following additional provisions apply:

1. ***Waiver and Release:*** In consideration for allowing Volunteer to participate in the Activity, the sufficiency and adequacy of which are hereby acknowledged by Volunteer, I, the Volunteer, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to indemnify, defend, release, hold harmless, and forever discharge the Released Parties from any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney’s fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, my participation as a volunteer to the HOA, including any and all on-site or off-site activities related to the services or properties of the District, and any transportation provided by the District to and from such activities. I expressly acknowledge that I assume all risk for any and all injuries and illness that may result from my participation in any and all of these activities. I understand that the District is not responsible for personal property lost or stolen while participating in these activities.

2. **Insurance:** Further I understand neither the HOA nor the District assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property.

3. **Medical Treatment:** I hereby release and forever discharge the HOA and the District from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with the HOA.

4. **Rules:** I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the HOA and the District, as currently in effect and as may be amended from time to time.

5. **Other.** This Release shall be governed by and interpreted in accordance with the laws of the State of Florida and is intended to be as broad and inclusive as permitted by the laws of the State of Florida. I agree that if any portion of this Release is deemed invalid, that the remainder will remain in full force and effect. Nothing in this Release 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 or law.

**I am of legal age (18 years or older) and am freely signing this Release. I have read this Release and understand its terms, and further understand that by signing this document that I am waiving certain legal rights and remedies.**

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(if Participant is 18 years of age or older)

**\*NO MINORS MAY PARTICIPATE AS A VOLUNTEER\***

**NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.**

**PRIVACY NOTICE:** Under Florida's Public Records Law, Chapter 119, *Florida Statutes*, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, the District may be required to disclose the information you submit to us. Under certain circumstances, the District may only be required to disclose part of the information submitted to the District. If you believe that your records may qualify for an exemption under Chapter 119, *Florida Statutes*, please notify the District manager at 813-994-1001, lhayes@rizzetta.com.

## **Tab 3**



# LAKE SIDE

## Landscape Inspection Report



September 30, 2022  
Rizzetta & Company  
Jason Liggett – Landscape Specialist



Rizzetta & Company  
Professionals in Community Management



# Summary, Hudson Avenue Lakemont Eastward

## General Updates, Recent & Upcoming Maintenance Events.

### ❖ Complete the red items on the report..

- ❖ Saint Augustine to receive a Complete Fertilizer + Pre M in the month of October at 1 LB Per 1000
- ❖ Ornamentals to receive a Complete Fertilizer in the month of October at 4-6 lbs per 1000

The following are action items for RedTree Landscaping to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Orange** text represents Staff and **bold, black, underlined** represents questions or information for the BOS.

1. During my inspection it looks like the Loropetalum on the Blvd. haven't been trimmed in a while. Make sure we are doing are best to follow the scope of services from the contract. **All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance.**(Pic 1)



2. Treat the turf weeds on Lakemont Drive this was in the report from last month. Please note for the board we have had a lot of rain since the last inspection and the hurricane.(Pic 2)

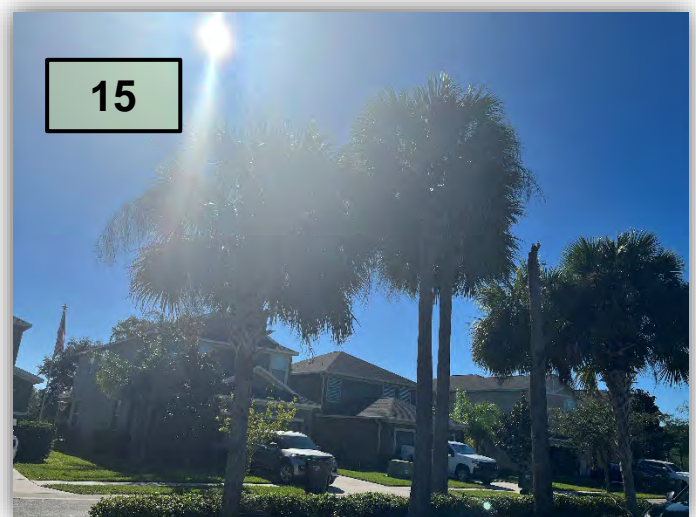


3. Treat the Fakahatchee grass throughout Lakemont drive we at starting to show more signs of spider mites.
4. Remove the sucker growth in the center island just past crater circle on Lakemont Drive.
5. In the same island as above remove the dead from the African Iris.
6. Treat the Agapanthus in the front entrance on Lakemont Drive for Tip fungus.
7. Detail out the beds on the inbound and outbound side monument signs on Lakemont Drive.



# Crest Lake Drive, Sea Bridge Drive

8. Remove the dead from the African Iris in the first center island on Lakemont Drive as you enter the community.
9. Detail the Parsoni Juniper on the inbound side of Lakemont Drive before Crater Circle.
10. Detail out the schilling Hollies on Lakemont Drive on the inbound side before Newport Shores drive.
11. Detail the bed on Higgins Lane on the inbound side we are starting to get a lot of taller weed pressure in these beds.
12. Remove the sucker growth in the hedges on crest lake drive heading to the south of Higgins Lanes.
13. Trim the Loropetelum in the common area across from Higgins lane on crest lake drive.
14. Make sure we are monitoring the recently installed plant material. Any plant material that does not make it will need to be warrantied buy the vendor. If material is removed, it will need to be replaced under warranty.
15. Provide a date on when the palm trimming will be completed on Lakemont Drive across from the amenity center in the center island. These under contract are to be trimmed as needed.(Pic 15>)
16. **Recreate the tree rings under the magnolia trees on sea bridge after the lift station. This item is now 60 days past due.**
17. Treat the turf weeds through the Opopka entrance Saint Augustine turf.
18. Detail out the beds from the Opopka Street entrance to the main entrance on Lakemont Drive. We are starting to get a lot of taller weeds in these areas.



## Tab 4

## **RESOLUTION 2023-01**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKESIDE COMMUNITY DEVELOPMENT DISTRICT ADOPTING REVISED RULES RELATING TO PARKING AND PARKING ENFORCEMENT; RATIFYING THE ACTIONS OF THE DISTRICT MANAGER TO PROVIDE NOTICE THEREOF; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Lakeside Community Development District ("District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco 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**, the Board of Supervisors of the District ("Board") is authorized by Section 190.012(2), *Florida Statutes*, to provide for the operation of parks and recreational facilities and security for the same, which authorization includes contracting with a towing operator provided that the District follows the authorization and notice and procedural requirements in Section 715.07, *Florida Statutes*; and

**WHEREAS**, after due notice and public hearing, the District previously adopted Resolution 2022-02 on March 23, 2022, adopting *Rules Relating to Parking and Parking Enforcement* and assigned authority to enforce the same to the Lakeside Community Association, Inc. ("Association") as evidenced by the Letter Agreement dated March 25, 2022, signed by the Association; and

**WHEREAS**, thereafter, the Association submitted a letter dated June 28, 2022, rescinding its agreement to take on the assignment of authority to enforce the Prior Rules; and

**WHEREAS**, the District desires to adopt *Revised Rules Relating to Parking and Parking Enforcement* ("Rule"), pursuant to the provisions of Sections 190.012, *Florida Statutes*, to update the Rules and terminate the assignment of authority to the Association to enforce Prior Rules, designate Tow-Away Zones, authorize contracting of proper towing vendor and provide for operation and enforcement of the Rules by the District; and

**WHEREAS**, the Board scheduled the date of the public hearing for Thursday, October 6, 2022, at 11:00 a.m., at the 5844 Old Pasco Road, Suite 100, Wesley Chapel Florida, and the District Manager has caused the notice of the public hearing, with the date to be published in a newspaper of general circulation in Pasco County, Florida, consistent with the requirements of Chapters 190, *Florida Statutes*; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt by resolution the Rule for immediate use and application.

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

**SECTION 1.** The District Manager's actions in setting the public hearing are hereby ratified.

**SECTION 2.** The District hereby adopts the Rule, attached hereto as **Exhibit A**.

**SECTION 3.** If any provision of this Resolution or the Rule is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 6<sup>th</sup> day of October 2022.

**ATTEST:**

**LAKESIDE COMMUNITY DEVELOPMENT DISTRICT**

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Lynn Hayes  
Assistant Secretary

---

Jack Koch  
Chairman, Board of Supervisors

**EXHIBIT A**

## LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

### REVISED RULES RELATING TO PARKING AND PARKING ENFORCEMENT

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*In accordance with Chapter 190, Florida Statutes, and on March 23, 2022 ("Effective Date"), at a duly noticed public hearing and meeting, the Board of Supervisors ("Board") of Lakeside Community Development District (the "District") adopted the Rules Relating to Parking and Parking Enforcement governing parking and parking enforcement on certain District property. Thereafter, on \_\_\_\_\_, 2022, at a duly noticed public hearing and meeting, the District Board adopted below Revised Rules Relating to Parking and Parking Enforcement. These rules shall repeal and supersede all prior rules and policies governing the same subject matter.*

---

**SECTION 1. INTRODUCTION.** The District finds that parked Vehicles (hereinafter defined) on certain District property cause hazards and danger to the health, safety and welfare of District's property and its residents, paid users and the general public. These rules define certain terms and set forth parking policies, designate Tow-Away Zones (hereinafter defined), provide authority for towing and removal of such unauthorized Vehicles and provide for other parking and parking-enforcement policies (collectively, the "Rules").

#### **SECTION 2. DEFINITIONS.**

**A. Commercial Vehicle.** Any mobile item which normally uses wheels, whether motorized or not, that is (i) titled, registered or leased to a company and not an individual person, or (ii) used for business purposes even if titled, registered or leased to an individual person.

**B. Recreational Vehicle.** A vehicle designed for recreational use which includes motor homes, campers and trailers relative to same.

**C. Vehicle.** Any mobile item which normally uses wheels, whether motorized or not, including but not limited to passenger cars, pick-up trucks, cargo-vans, mini vans, sport utility vehicles, motorcycles, scooters, dirt bikes, golf carts, trailers, mobile homes, Commercial Vehicles, Recreational Vehicles, Vessels and Prohibited Vehicles.

**D. Vessel.** Every description of watercraft, barge or airboat used or capable of being used as a means of transportation on water.

**E. Prohibited Vehicles.** All-Terrain Vehicles (also known as ATVs or Four-Wheelers) shall not be permitted to be operated or parked on any streets within the District's boundaries nor shall such vehicles be operated on any property located within the District's boundaries

**F. Tow-Away Zone.** District streets more particularly depicted in **Exhibit A** in which parking of any Vehicle is prohibited and in which the District is authorized to initiate a towing/removal action.

**SECTION 3. DESIGNATED TOW-AWAY ZONES AND PARKING RESTRICTIONS.** District streets, lawns and open spaces within the District boundaries depicted in **Exhibit A**, which is incorporated herein by reference, are hereby established as "Tow-Away Zones." Parking of any Vehicle in the Tow-Away Zones, including overnight parking, is strictly prohibited and shall be subject to towing, at Vehicle-owner's expense, except for the following:



- A. Vendors and contractors conducting business with the District may temporarily park in the Tow-Away Zones while actively engaged in the provision of their work or services;
- B. Delivery vehicles, including but not limited to, UPS, FedEx, USPS and moving company vehicles may park on Town-Away Zones while actively engaged in the operation of such businesses;
- C. Vehicles owned and operated by any governmental unit, including but not limited to law enforcement and emergency vehicles, may also park on District property while carrying out official duties; and
- D. The District Manager may, in their discretion, authorize parking of a Vehicle in the Tow-Away Zone by a written pass to be displayed on the windshield of such Vehicle for the duration of the authorized parking period.

**SECTION 4. UNAUTHORIZED VEHICLES; SIGNAGE; AND TOWING PROCEDURES.** Any Vehicle parked in the Tow-Away Zones in violation of this policy shall be deemed “unauthorized” and may be subject to towing/removal at its owner’s expense. The District Manager may act on behalf of the District in determining whether a vehicle is parked in violation of this policy and whether it should be removed, subject to the following conditions:

- A. ***Towing/Removal Authority.*** To tow/remove a Vehicle reported to be parked in violation of these Rules, the District Manager or his/her designee must verify that the subject Vehicle was not authorized to park under this rule in the Tow-Away Zone and then must contact a firm authorized by Florida law and currently contracted with the District to tow/remove such unauthorized vehicle at its owner’s expense. The unauthorized Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in Section 715.07, *Florida Statutes*. Notwithstanding the foregoing, a towing service vendor retained by the District may tow/remove any unauthorized vehicle parked in the Tow-Away Zone.
- B. ***Agreement with Authorized Towing Service; Required Signage.*** The District’s Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized Vehicles and in accordance with Florida law and with the Rules set forth herein. Such firm shall post, in conspicuous locations, notices of the Tow-Away Zones in the manner set forth in Section 715.07, *Florida Statutes*, and as are approved by the District’s Board of Supervisors.

**SECTION 5. DAMAGES TO DISTRICT PROPERTY.** Persons who violate these Rules may be required to compensate the District for any damage to the District’s landscape or other improvements caused by such violation, to reimburse the District for any fees or expenses it incurs due to a “call back” of its landscape maintenance contractor in order to mow or otherwise maintain any common area that was inaccessible on the scheduled maintenance date due to such violation, or to make restitution to the District for any other damages, expenses or costs incurred due to such violation.

**SECTION 6. ADHERENCE TO THE RULES.** Residents shall be responsible for their tenants’, guests’, and invitees’ adherence to these Rules.

**SECTION 7.        PARK AT YOUR OWN RISK.** Vehicles may be parked on the District property pursuant to these Rules and in compliance with all applicable laws, ordinances and codes; provided, however, that **THE DISTRICT SHALL NOT BE RESPONSIBLE FOR ANY INJURY, THEFT, VANDALISM AND/OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM OR RELATED TO, PARKING IN ANY DISTRICT COMMON AREAS OR THE TOW-AWAY ZONES.**

**Exhibit A:**        Tow-Away Zones

**EXHIBIT A: TOW-AWAY ZONES**

***ALL INTERNAL STREETS, LAWNS AND OPEN SPACES WITHIN THE DISTRICT ARE TOW-AWAY ZONES***



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## Tab 5

**AGREEMENT BETWEEN THE LAKESIDE COMMUNITY DEVELOPMENT  
DISTRICT AND A-1 RECOVERY INC. FOR TOWING SERVICES**

**THIS AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_ day of October 2022 by and between:

**Lakeside Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “District”); and

**A-1 Recovery Inc.**, a Florida corporation, whose address is 381 Roberts Road, Oldsmar, Florida 34677 (the “Contractor”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established for the purpose of financing, acquiring, constructing, operating and/or maintaining public infrastructure improvements; and

**WHEREAS**, the District has adopted the certain *Revised Rules Relating to Parking and Parking Enforcement*, a copy of which is attached hereto as **Exhibit A**, and as may be amended from time to time by the Board of Supervisors (“Board”) of the District (hereinafter, the “Towing Policies”); and

**WHEREAS**, in accordance with Section 715.07, *Florida Statutes*, the District desires to engage an independent contractor to provide vehicle towing/removal services within the District in accordance with the Towing Policies and Contractor’s proposal attached hereto as **Exhibit B** (the “Services”); and

**WHEREAS**, the Contractor desires to provide such Services for the District in accordance with Section 715.07, *Florida Statutes*, and other Florida law.

**WHEREAS**, the Contractor and the District accordingly desire to enter into this Agreement to provide for the rights, duties and obligations of the parties relative to same.

**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. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.** The District hereby authorizes the Contractor, and its employees and agents, to perform drive-by inspections and vehicle



towing/removal services from the District property identified in **Exhibit A** at the times specified in the Towing Policies, and vehicle storage relative to any such vehicles towed from District property, all in accordance with the Towing Policies, Section 715.07, *Florida Statutes*, **Exhibit B** and any other applicable Florida law.

**A.** Upon execution of this Agreement, Contractor shall, at its own cost and expense, procure and install the necessary signage as required by Section 715.07, *Florida Statutes*, which signage shall be installed a minimum of twenty-four (24) hours prior to commencement of any towing/removal services by the Contractor.

**B.** Upon towing/removal of a vehicle, such vehicle shall be stored by the Contractor within a twenty (20) mile radius of the point of the removal and shall provide for public access to such storage facility as set forth in Section 715.07, *Florida Statutes*.

**C.** 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, ordinances and regulations affecting the provision of the Services.

**SECTION 3. COMPENSATION.** The Contractor acknowledges and agrees that it is not receiving compensation from the District for the provision of the Services. Any compensation due and owing to the Contractor relative to this Agreement shall be remitted by the owner(s) of the towed/removed vehicles.

**SECTION 4. EFFECTIVE DATE; TERM.** This Agreement shall become effective on the date first written above, and shall remain in effect unless terminated with written notice to the other party.

**SECTION 5. INSURANCE.**

**A.** The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

**B.** The District, its staff, consultants and supervisors shall be named as an additional

insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement prior to commencement of the Services.

**SECTION 6. CARE OF PROPERTY; SOVEREIGN IMMUNITY.**

**A.** Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. The District shall not be held responsible for any damage to property, including vehicles, caused by the towing/removal and/or storage activities contemplated herein. Accordingly, Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, paralegal fees and expert witness fees, and costs to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.

**B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees and expert witness fees, and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**C.** 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 law, 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 7. RECOVERY OF COSTS AND FEES.** In the event the District is required to enforce this Agreement by court proceedings or otherwise, the District shall be entitled to recover from Contractor all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees and costs.

**SECTION 8. DEFAULT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

**SECTION 9. AMENDMENT.** 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 of the parties hereto.

**SECTION 10. ASSIGNMENT.** Neither the District nor Contractor may assign their rights, duties or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.



**SECTION 11. NOTICES.** All notices, requests, consents, and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by overnight courier or First-Class Mail, postage prepaid, to the parties as follows:

**A. If to the District:** Lakeside Community Development District  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Contractor:** A-1 Recovery Inc.  
381 Roberts Road  
Oldsmar, Florida 34677  
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 Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other 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 herein.

**SECTION 12. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Lynn Hayes** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LHAYES@RIZZETTA.COM, 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614, (813) 994-1001.**

**SECTION 13. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Pasco County, Florida.

**SECTION 14. 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 15. INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. 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 16. NO THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this 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 provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**SECTION 17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 18. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

**SECTION 19. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 20. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

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

Attest:

**LAKESIDE COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

Witness:

**A-1 RECOVERY INC.**

\_\_\_\_\_

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

**Exhibit A:** Towing Policies

**EXHIBIT A**

**Towing Policies**

**EXHIBIT B**

**Contractor's Proposal**

381 Roberts Rd. Oldsmar FL 34677 (727)536-5600  
2221 5th Ave S St. Petersburg FL 33712 (727)323-8515

A-1 Recovery Inc.

5500 Ulmerton Rd. Clearwater FL 33760 (727)914-4692  
6124 Siesta Ln. Port Richey FL 34668 (727)934-0025



Serving Pasco, Pinellas, and Hillsborough counties

WWW.A-1RECOVERYINC.COM

EMAIL: A1recoveryproperties@gmail.com&A1recoveryinc@yahoo.com

## IMPOUND PROCEDURE TOWING AGREEMENT

IN CONSIDERATION WITH FLORIDA STATUTES §713.78, AND §715.07 A-1 RECOVERY INC., PROMISES TO PROVIDE 24 HOUR SERVICE TO:

Date: \_\_\_\_\_ Name of Location: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Alt Phone: \_\_\_\_\_  
Contact Name(s): \_\_\_\_\_

TO THE BEST OF ITS KNOWLEDGE, A-1 RECOVERY INC. HAS MET AND EXCEEDED ALL THE REQUIREMENTS OF THE FOLLOWING FLORIDA STATE STATUTES § 713.78 AND §715.07 AS WELL AS ALL RESPECTIVE COUNTY LOCAL LAWS AND ORDINANCES FOR EACH LOCATION.

**A-1 RECOVERY INC AGENT:** David Penn **DATE:** \_\_\_\_\_

ANY AND ALL VEHICLES WILL BE TOWED TO A-1 RECOVERY INC. STORAGE FACILITIES LISTED INDIVIDUALLY AT THE TOP AND BOTTOM OF THIS AGREEMENT. ALL VEHICLES BEFORE BEING TOWED WILL BE DIGITALLY PHOTOGRAPHED AND AFTER BEING TOWED WILL BE LOGGED INTO THE LOCAL POLICE DEPARTMENT'S LOG SYSTEM WITHIN 30 MIN. OF ARRIVING AT OUR SECURED STORAGE FACILITY. THIS AGREEMENT SHALL BECOME EFFECTIVE UPON THE SIGNATURE OF BOTH PARTIES AND WILL BE AUTOMATICALLY RENEWED BIANNUALLY FROM THE SAID DATE UNLESS A-1 RECOVERY INC. IS GIVEN A 30 DAY NOTICE BY CERTIFIED MAIL TO DISCONTINUE SERVICES, WITHIN SUCH TIME ALL SIGNS FROM A-1 RECOVERY INC. WILL BE REMOVED FROM THE PROPERTY WITH DUE CARE AND DILIGENCE.

**\*PLEASE CIRCLE WHETHER TOW WILL BE INITIATED BY:**

**AUTHORIZED CALL IN** OR **TOWING COMPANY PATROL**

381 Roberts Rd. Oldsmar FL 34677 (727)536-5600  
2221 5th Ave S St. Petersburg FL 33712 (727)323-8515  
381 Roberts Rd. Oldsmar FL 34677 (727)536-5600  
2221 5th Ave S St. Petersburg FL 33712 (727)323-8515

A-1 Recovery Inc.

A-1 Recovery Inc.

5500 Ulmerton Rd. Clearwater FL 33760 (727)914-4692  
6124 Siesta Ln. Port Richey FL 34668 (727)934-0025  
5500 Ulmerton Rd. Clearwater FL 33760 (727)914-4692  
6124 Siesta Ln. Port Richey FL 34668 (727)934-0025



To further tailor this agreement to best suit your Properties needs, **Please place a C, P, T or N/A next to the service type for which vehicles may be removed from property** (See key below)

**C= Property calls in**

**P= Towing company patrols**

**T= Towing company tags**

**N/A= Not applicable**

1. ☐ No valid permit, no valid residents, tenant, or visitor permit.
2. ☐ Tow away zone, sign posted and or pavement drawings
3. ☐ Abandonment/ inoperable vehicles. Flat tires, vehicles on jacks, blocks, missing wheels, Major parts, remain parked in the same location longer than \_\_\_\_ hrs, expired inspection or license plates. If tagging rules apply, please state length of warning \_\_\_\_ hrs (we don't recommend more than 24-48hrs.)
4. ☐ Fire lanes, vehicles parked in a designated fire lane.
5. ☐ Security office may call to have vehicle removed.
6. ☐ Management requests an abandoned vehicle removal.
7. ☐ Vehicle wrecked or obviously inoperable.
8. ☐ No tractor, trailer, or large (over 1 ton) commercial vehicles parked on property.
9. ☐ Vehicles parked on grass, off pavement or on landscaping.
10. ☐ Vehicles parked in handicap space, ramp, or unloading zone with no handicap permit.
11. ☐ Vehicle blocking or in isle or roadway.
12. ☐ No after-hours parking (vehicle parked on property after business is closed) or (same as no overnight parking)
13. ☐ Hindering access. Blocking dumpster, building entrances, loading docks or zones. Etc
14. ☐ "For Sale" vehicle. Vehicle is parked out front displaying a for sale sign. Tow immediately.
15. ☐ Vehicle parked in a reserved/ assigned/ designated space
16. ☐ Vehicle is parked in a non-parking space that is primarily used for pedestrian access.
17. ☐ No parking at any time. Vehicle is parked on property where its posted "NO PARKING"
18. ☐ Non-Customer. Vehicle operator is not a customer of this business located on the property
19. ☐ Vehicle is parked on the sidewalk
20. ☐ Double parked behind another vehicle
21. ☐ Vehicle parked in Managers or Maintenance space.

**Can residents/tenants call to have vehicles removed from their assigned spaces?**

**PLEASE CIRCLE ONE (Yes or No)**

Furthermore, I understand that if an agent, manager or representative listed herein calls the company to have vehicle removed from the property, therefore authorizing removal the client will NOT hold A-1 RECOVERY INC. or its employees responsible for any charges that may be accumulated by said vehicle in Company's possession.

**Authorized by:** \_\_\_\_\_

(Signature)

(Printed name)

(Date)

381 Roberts Rd. Oldsmar FL 34677 (727)536-5600

A-1 Recovery Inc.

5500 Ulmerton Rd. Clearwater FL 33760

(727)914-4692



2221 5th Ave S St. Petersburg FL 33712 (727)323-8515  
(727)934-0025

6124 Siesta Ln. Port Richey FL 34668

## **Tab 6**



5532 Auld Ln. Holiday, FL 34690

1.888.RED.TREE

**Client:** Lakeside CDD

**Phone:**

**Fax:**

**Email:**

**Attention:**

**Project :** Awabuki Viburnum Rip-out

**Plan :**

---

**Scope of Work:**

RedTree Landscape Systems proposes to furnish all necessary labor, materials and equipment to complete the above mentioned project.

---

**LANDSCAPE**

---

<u>Qty</u>	<u>Description</u>	<u>Size/Unit</u>	<u>Unit Cost</u>	<u>Total</u>
1	Rip-out all Awabuki Viburnum along fenceline on Lakemont Rd. and haul away debris. Includes labor, hauling & dump fees	all	7500.00	7,500.00

**Total Landscape:**

**\$7,500.00**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Proposal submitted by:**

**Kevin Smith**

**Senior Landscape Designer/Advisor**

**727.426.3679**

[ksmith@redtreelandscape.systems](mailto:ksmith@redtreelandscape.systems)

# Blank Tab



5532 Auld Ln. Holiday, FL 34690

1.888.RED.TREE

**Client:** Lakeside CDD

**Phone:**

**Fax:**

**Email:**

**Attention:**

**Project :** Island Renovation

**Plan :** See Attached

---

**Scope of Work:**

RedTree Landscape Systems proposes to furnish all necessary labor, materials and equipment to complete the above mentioned project.

---

**LANDSCAPE**

---

<u>Qty</u>	<u>Description</u>	<u>Size/Unit</u>	<u>Unit Cost</u>	<u>Total</u>
66	CROTON	3gal	23.00	1,518.00
122	GOLD CAPPELLA DWARF SCHEFFLERA	3gal	23.00	2,806.00
5	HAWAIIAN TI PLANT	3gal	24.00	120.00
10	Pine Bark Mini Nuggets	yards	75.00	750.00
5	Organic Soil & Prep	yards	200.00	1,000.00
1	Rip-out and haul away Jasmine & Trees to remain	all	1750.00	1,750.00
1	Retrofit Irrigation	all	1250.00	1,250.00

**Total Landscape:**

**\$9,194.00**



Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Proposal submitted by:**

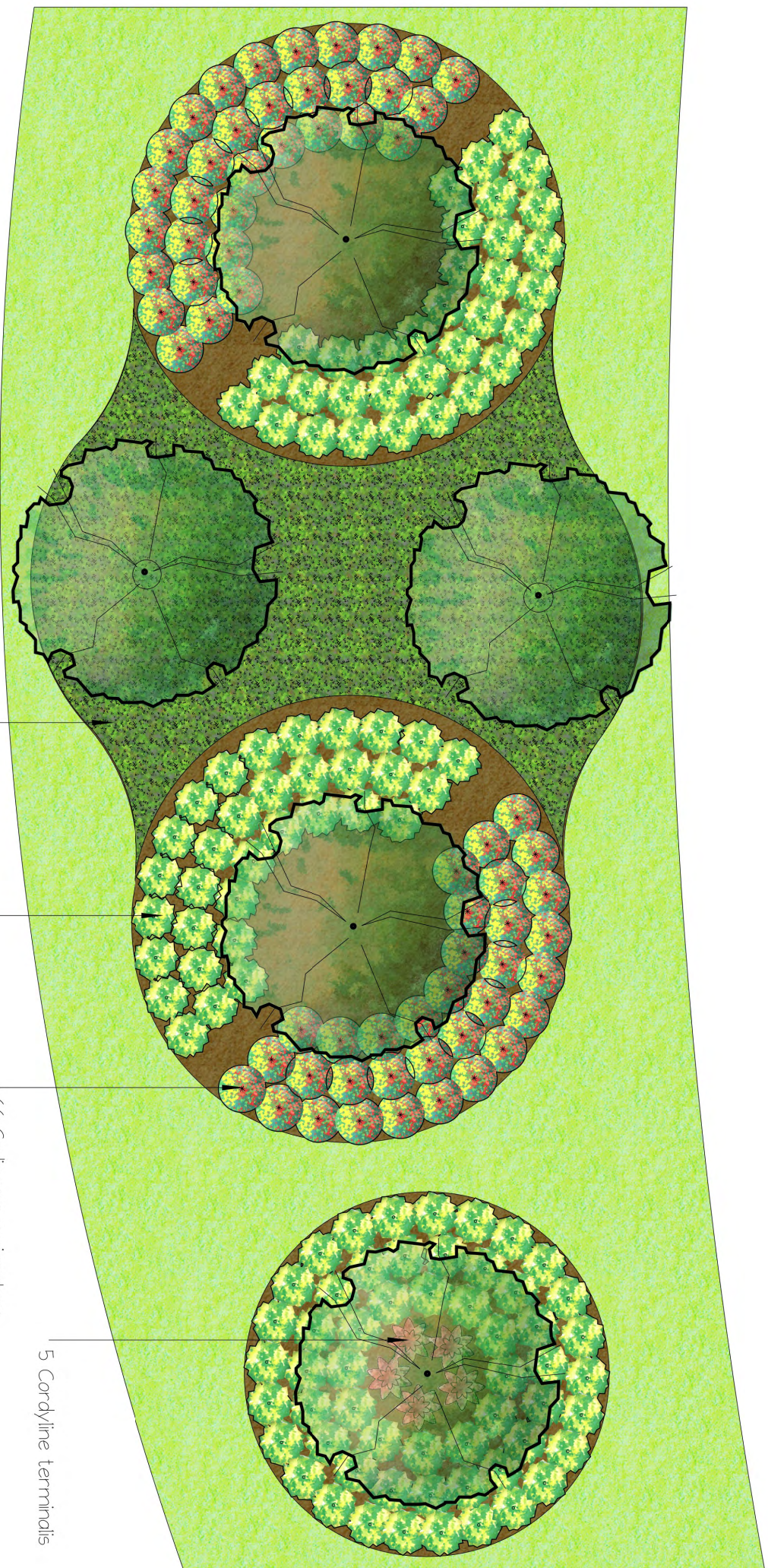
**Kevin Smith**

**Senior Landscape Designer/Advisor**

**727.426.3679**

[ksmith@redtreelandscape.systems](mailto:ksmith@redtreelandscape.systems)





EXISTING JASMINE TO REMAIN

122 Schefflera arboricola 'Gold Cappella'

66 Codiaeum variegatum

5 Cordyline terminalis

Qty	Botanical Name
Shrubs	
5	Cordyline terminalis
66	Codiaeum variegatum
122	Schefflera arboricola 'Gold Cappella'

LAKESIDE CDD 2ND ISLAND RENOVATION			
designed by	scale	date	revision
drawn by	1"=10'	9/17/2022	
K.S.	checked by	K.S.	drawing #
			1/1

## **Tab 7**



# ILLUMINATIONS HOLIDAY LIGHTING

## Proposal

8606 Herons Cove Pl  
Tampa, FL 33647  
Tim Gay

(813) 334-4827

### TO:

Lakeside CDD  
5844 Old Pasco Rd  
Wesley Chapel, FL 33544  
attn: Lynn Hayes

JOB DESCRIPTION
Holiday Lighting and Decoration of Lakeside Community Entrance

ITEMIZED ESTIMATE: TIME AND MATERIALS	AMOUNT
<b>Entrance / Exit</b>	
<b>Entrance Signs - Three Signs</b>	\$3,750.00
Install warm white C9's across the top of the entrance wall	
Install 2 x lighted wreaths with bows on either side of center of entrance sign	
Install mini lights on shrubs directly centered in front of entrance signs (approx 50')	\$1,250.00
50% Deposit required	
<b>TOTAL ESTIMATED JOB COST</b>	<b>\$5,000.00</b>

- \* Price includes rental of materials, lift, labor, installation, service and removal.
- \* Illuminations Holiday Lighting takes the utmost care and precaution to protect your premises and property.
- \* Customer hereby authorizes Illuminations Holiday Lighting, to install and / or remove all materials on said property as provided herein.
- \* Assumes adequate power available. If additional power needed Lakeside CDD responsible for providing.
- \* Please note: Loss of material due to theft or vandalism is reimbursable at cost
- \* Remaining balance of project due upon receipt of invoice after installation.
- \* Removal process begins after New Years Day. It can take up to a week or more for completion. Power can be turned off in the interim.

Tim Gay  
PREPARED BY

9/21/2022  
DATE

AUTHORIZED SIGNATURE FOR LAKESIDE CDD

9/22/2022  
DATE

**CONFIDENTIAL - This message is sent on behalf of Illuminations Holiday Lighting and is intended for authorized personnel and Board Members of Lakeside CDD only. As the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.**

## Tab 8



Rizzetta & Company

**UPCOMING DATES TO REMEMBER**

- **Next Meeting:** November 15, 2022 @ 5:00 PM

**District  
Manager's  
Report**

October 6

**2022**

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**FINANCIAL SUMMARY**

**7/31/2022**

General Fund Cash & Investment Balance: \$227,314

Reserve Fund Cash & Investment Balance: \$250,681

Debt Service Fund Investment Balance: \$704,141

**Total Cash and Investment Balances: \$1,182,136**

**General Fund Expense Variance: \$21,486 Under Budget**