



Rizzetta & Company

Lakeside Community Development District

**Board of Supervisors' Special
Meeting
May 24, 2023**

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

www.lakesidecdd.org

LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors

Jack Koch
Linda Ramlot
Ron Hale
Christina Brooks
Gordon Dexter

Chair
Vice Chair
Assistant Secretary
Assistant Secretary
Assistant Secretary

**District Manager
District Manager**

Debby Wallace
Sean Craft

Rizzetta & Company, Inc.
Rizzetta & Company, Inc.

**District Counsel
District Counsel**

Alyssa Willson
Michelle Rigoni

Kutak Rock LLC
Kutak Rock LLC

District Engineer

David Fleeman

Florida Design Consultants, Inc.

All cellular phones must be placed on mute while in the meeting room.

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

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

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

LAKESIDE COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE – Wesley Chapel, Florida (813) 994-1001
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, FL 33614
www.lakesidecdd.com

May 19, 2023

Board of Supervisors
Lakeside Community
Development District

REVISED AGENDA

Dear Board Members:

The regular meetings of the Board of Supervisors of the Lakeside Community Development District will be held on **Wednesday, May 24, 2023, at 5:00 p.m.** at the Lakeside Amenity Center located at 13739 Lakemont Drive, Florida, 34669. The following is the final agenda for this meeting:

BOARD OF SUPERVISORS MEETING

- 1. CALL TO ORDER/ ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. STAFF REPORTS**
 - A. Landscape Inspection Specialist**
 1. Presentation of Landscape Inspection Report Tab 1
 - B. RedTree**
 1. Presentation of Landscaper Comments and Report (**Under Separate Cover**)
 - C. Solitude**
 1. Presentation of Waterway Inspection Report..... Tab 2
 - D. District Counsel**
 1. Memorandum Regarding Sunshine Law and Public Records Law Tab 3
 - E. District Engineer**
 - F. District Manager**
 1. Presentation of District Manager’s Report Tab 4
- 4. BUSINESS ITEMS**
 - A. Discussion on Locations for Vendor Parking**
 - B. Consideration of Resolution to add Sean Craft as an Assistant Secretary.....Tab 5**
 - C. Presentation of FY 2023-2024 Proposed Budget.....Tab 6**
 1. Consideration of Resolution 2023-05, Approving FY 2023-2024 Proposed Budget & Setting Public Hearing.....Tab 7
 - D. Discussion on RedTree Contract**
 - E. Discussion Regarding Homeowners Replacing District Landscaping on the Street fronts between homes and Curbs**
 - F. Review of Voter Registration StatisticsTab 8**
 - G. Discussion of A1 Towing ServicesTab 9**

- 5. BUSINESS ADMINISTRATION**
 - A.** Consideration of Minutes of Board of Supervisors’
Regular Meeting Held on April 26, 2023 Tab 10
 - B.** Consideration of Minutes of Board of Supervisors’
Audit Meeting Held on April 26, 2023 Tab 11
 - C.** Consideration of Operations & Maintenance
Expenditures for April 2023 Tab 12
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, or to obtain a copy of the full agenda, please do not hesitate to contact Debby Wallace at dwallace@rizzetta.com.

Sincerely,

Debby Wallace

Debby Wallace
District Manager

Tab 1

LAKESIDE

Landscape Inspection Report



May 4, 2023

Rizzetta & Company

Jason Liggett – Landscape Specialist



Rizzetta & Company
Professionals in Community Management

Summary, Hudson Avenue Lakemont Eastward

General Updates, Recent & Upcoming Maintenance Events.

- Saint Augustine in the district is the worse I have seen it. We need to do everything we can you save what we have and get it going in the right direction .
- Better site management throughout the district by either a foreman or an account manager.

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 weekly site visits make sure that weeds are being detailed from the annual beds.(Pic 1)



2. During my inspection make sure crews are removing pine straw covering the plant material. There were quite a few new juniper that were covered up.
3. In the newly install Jasmine minima bed on the outbound side of the main entrance along Hudson avenue replace the dead plant material. **All new enhancements will be pending a final walk through of the job.**
4. Clean out and the vines and detail the trash in the first center island as you enter Lakeside CDD on Lakemont Drive.

5. Treat the weeds growing in the second center island bed in the Jasmine Minima on Lakemont Drive with a selective herbicide.
6. Remove the dead roses in the center island in the second island on Lakemont Drive.
7. Cutback the Knockout roses in the second center island under the crape myrtles to allow for new growth and blooms.
8. Remove the pine straw that is covering the plant material in the center island beds on Lakemont Drive.
9. Throughout the district we have a lot of turf weed issues my concern is without adequate water we could cause issues treating. Next Page



Crest Lake Drive, Sea Bridge Drive

Redtree to make sure that all irrigation in the district is operating. With the 2-day watering that the district has signed off on we should be able to treat the turf weeds

10. Throughout the district we have a lot of Saint Augustine that is struggling and or dying. While we were under watering restrictions, I do believe that some of it is caused by irrigation not working. Redtree needs to make sure that Irrigation MIs are being completed monthly. With that also being said crews and staff need to keep an eye out to make sure things don't get to where they are currently. While Mi's are performed monthly there should be weekly site inspections by a foreman or an Account Manager that can identify dry turf areas due to irrigation issues. Right now, the plan going forward should be to see how much of the Saint Augustine that redtree can save and get back going a better direction.(Pic 10,10a,10b,10c)



11. Replace the dead Crotons that have died at Crater Circle and Lakemont Drive.
12. Make sure the Jasmine minima bed along the inbound side of Lakemont Drive just past Crater Circle is getting adequate water. These beds are under shade and are starting to brown out.
13. Diagnose and treat the browning in the juniper just passed the same Jasmine bed as above.
14. Diagnose and treat the decline in the Loropetalum throughout Lakemont drive. During my inspection they were browning and dropping leaves.(Pic 14)



Crest Lake Drive, Sea Bridge Drive



15. Rake the magnolia leaf drop from under the magnolia trees throughout Lakemont drive.

16. Make sure during detail services trash is being removed from the beds. A lot of the trash I am noticing is older items that are just being left.

17. During my inspection I noticed the area where the main line was repaired on Lakemont drive was completed however the repair of the area surrounding is in horrible shape and not acceptable. This needs to be addressed. Sod was also thrown into the district bed spaces near the repair along the fence line. (Pic 17)



18. Remove the wood and tires along the fence on the outbound side of Lakemont Drive before you get to Higgins lane.

19. This is a perfect example on why its important to have an active account manager and or foreman on site weekly. This area was on the report last month, but had it been noticed the district would not be able to need to replace this material. This shrub clearly doesn't have working irrigation to it for some reason. This is not what happen overnight. The frustration of the board is since the last account manager left there doesn't seem to be accountability on items throughout the district. (Pic 19)



20. Please make sure that the common area on crest lake drive is getting water 2 days a week. This area is still very brown and has been brought up multiple times by residents and board members stating they never see the irrigation or the area wet.

21. Treat the turf weeds next to the home where crest lake drive comes back out sea bridge drive.

22. The district needs an update on the magnolia trees that are dead on Sea Bridge drive as cross over to the back half of the community. These have irrigation but have not been working?

23. Lift the oak trees on sea bridge drive across from 13423 to allow mowers to mow under.



Crest Lake Drive, Sea Bridge Drive

24. Push the pine straw back into the plant bed on the inbound side of the Opopka Street entrance.



Tab 2

SOLITUDE

LAKE MANAGEMENT



Lakeside CDD Waterway Inspection Report

Reason for Inspection:

Inspection Date: 2023-05-09

Prepared for:

District Manager
Rizzetta & Company

Prepared by:

Jason Diogo, Aquatic Biologist

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

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SITE ASSESSMENTS

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PONDS 8, S1 _____ 5

MANAGEMENT/COMMENTS SUMMARY _____ 5, 6

SITE MAP _____ 7

Site: 1

Comments:

Normal growth observed
Site showing signs of being treated for terrestrial growth.



Action Required:

Routine maintenance next visit

Target:

Site: 2

Comments:

Site looks good
Minor grasses along the bank.
Appeared to be recently treated.



Action Required:

Routine maintenance next visit

Target:

Site: 3

Comments:

Normal growth observed
A couple stand of Arrowhead holding on even with the low water levels.



Action Required:

Routine maintenance next visit

Target:

Site: 4

Comments:

Normal growth observed
All invasive growth noted to be decaying.



Action Required:

Routine maintenance next visit

Target:

Site: 5

Comments:

Normal growth observed
Minor Penneywort noted but all in all looks good.



Action Required:

Routine maintenance next visit

Target:

Site: 6

Comments:

Normal growth observed
As the site is now mostly dry aggressive treatments noted.



Action Required:

Routine maintenance next visit

Target:

Site: 8

Comments:

Treatment in progress

Aggressive treatments notable. Another layer of Cattails have been treated and decomposing.



Action Required:

Target:

Site: S1

Comments:

Normal growth observed

Minor invasive plants noted needing treating right at culvert mouth.



Action Required:

Routine maintenance next visit

Target:

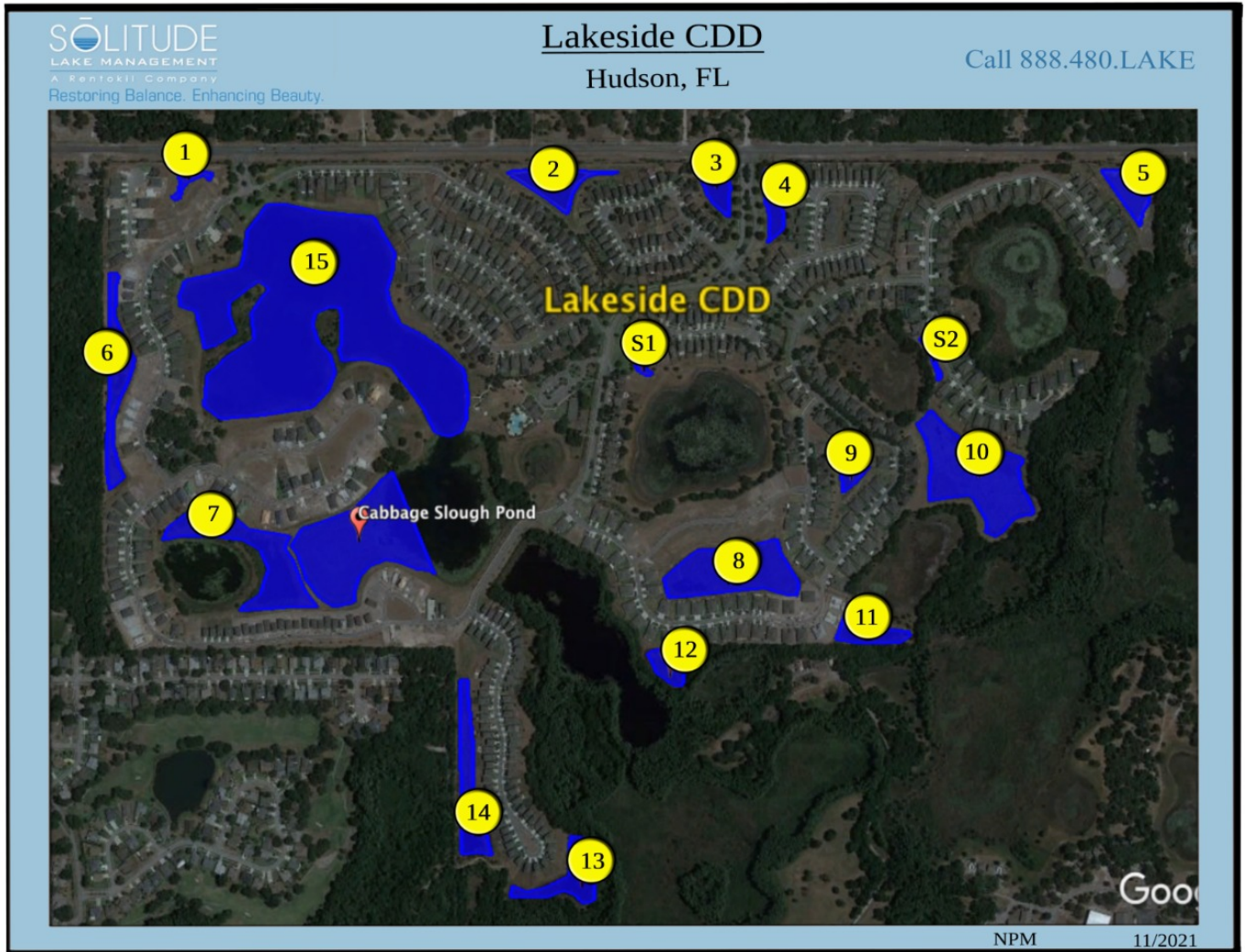
Management Summary

With May now here there has still be well below average amounts of rainfall. Water levels continue to plummet around the community leaving vast amounts of exposed banks. This has been a main focus for us to ensure we keep the vegetation at bay on the newly exposed banks.

In addition we are targeting algae and submersed weeds in the larger sites.

Site 8 continues to be an ongoing project for us. Since the March meeting where the board asked us to really start pushing back and killing the Cattails a lot of work has been going on. We continue to push them back every visit. With this dry spell we are currently in though we are going to reach a stopping point in short time. This is going to be due to the muddy conditions that we cannot walk through nor boat through. With the rains sure to come next month though we will more than likely be able to airboat the site. The particular site is so seeded though it will be years until it is truly free of massive amounts of Cattail growth. With all that said we are staying diligent and continued results will be seen by the homeowners surrounding the site. It is going to take time for everything to decompose but in the end everything will look much better.

Site	Comments	Target	Action Required
1	Normal growth observed		Routine maintenance next visit
2	Site looks good		Routine maintenance next visit
3	Normal growth observed		Routine maintenance next visit
4	Normal growth observed		Routine maintenance next visit
5	Normal growth observed		Routine maintenance next visit
6	Normal growth observed		Routine maintenance next visit
8			
S1			



Tab 3

MEMORANDUM

TO: BOARD OF SUPERVISORS
LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

FROM: MICHELLE RIGONI

DATE: MAY 24, 2023

RE: REFRESHER ON SUNSHINE LAW AND PUBLIC RECORDS LAW

I would like to provide a short reminder on Florida's public meeting and record requirements. While many of you are familiar with these requirements, this memorandum provides a refresher to help keep them on your mind. Please take a few minutes to read this memorandum and contact me at your convenience with any questions.

Florida's Government in the Sunshine Law

Generally speaking, Florida's Sunshine Law applies to all formal or informal gatherings of two or more Board Supervisors to discuss matters that **may foreseeably come before the Board for official action**. Section 286.011, Florida Statutes, contains three requirements for such meetings: (1) the meetings must be open to the public; (2) the meetings must be noticed; and (3) minutes of the meetings must be taken. The Sunshine Law is intended to protect the public from "closed door" politics, and Courts broadly construe the law to ensure it meets this remedial and protective purpose.¹ As examples of the broad interpretation of the Sunshine Law, courts and Florida's Attorney General have opined that it extends to:

- Discussions or exchanges between two or more Board Supervisors regarding Board business via email, telephones, Facebook, blogs, and third-party intermediaries.²
- Discussions between two or more board members at a noticed public meeting, but conducted in a manner not generally audible to the public in attendance.³
- Meetings of advisory groups that have been delegated some decision-making authority (e.g., tasked with responsibility to make recommendations on some Board-related business), whether delegation is by the board or by a single board member.⁴

¹ See, e.g., *Wood v. Marston*, 442 So.2d 934, 938 (Fla. 1983).

² See, e.g., Att'y General Opinion 08-07 (blogs); Att'y General Opinion 09-19 (Facebook); *State v. Childers* No. 02-219390-MMC; 02-21940-MMB (Escambia Co. Ct., June 5, 2013) (telephones); Att'y General Opinion 74-47 (intermediaries).

³ *Rackleff v. Bishop*, No. 89-235 (Fla. 2d Cir. Ct., March 5, 1990). See also Att'y General Opinion 71-159.

⁴ *Wood v. Marston*, 442 So.2d 934 (Fla. 1983). See also Att'y General Opinion 75-41.

Knowing violations of the Sunshine Law are a second degree misdemeanor punishable by up to sixty (60) days imprisonment and/or a fine of up to \$500.⁵ Noncriminal infractions are punishable by a fine not exceeding \$500.⁶ Significantly, attorneys’ fees may be awarded to parties that bring successful suits for Sunshine Law violations, and those fees may be assessed against the individual members of the Board, except in those cases where the Board sought, and took, the advice of its attorney.⁷ The availability of attorneys’ fees has created a cottage industry among lawyers that specialize in bringing suits for Sunshine Law violations and also supports law suits by newspapers and other “watch-dog” organizations.

Florida’s Public Records Law

Board Supervisors are also subject to the duties contained in Chapter 119, Florida Statutes, which creates certain retention and inspection requirements for public records. The term “public record” is broadly defined in Section 119.011(11), Florida Statutes, to include “all documents, papers, letters... or other material, **regardless of the physical form**, characteristics, or means of transmission, made or received... **in connection with the transaction of official business by any agency.**” The nature of the record, rather than the form of the record, determines whether it is a public record subject to Chapter 119, Florida Statutes. Thus, the public records law may reach texts, emails, instant messages, and draft and non-final documents. For example, opinions or comments posted on social media websites or blogs by Board Supervisors regarding District matters or matters that may come before the Board are considered to be made “in connection with the transaction of office business” and are, therefore, “public records.”⁸ This may be true regardless of whether the posts are made on a private social media account, a public social media page, or on a public website.⁹ In sum, the courts construe the public records law liberally in favor of openness.¹⁰

The District has addressed retention of records on its own website. However, posts on third party sites are not under the direct control of the District, but may still be subject to public records requirements. As a result, if you do post on a third-party social media page, we advise that you create a copy of that page, and submit it promptly to the District Manager’s office, who will maintain the record as the District’s records custodian.

Knowing violations of the public records law is a misdemeanor of the first degree punishable by up to one year in prison and/or a fine of \$1,000 in addition to possible impeachment

⁵ 286.011(3)(b), Fla. Stat.

⁶ 286.011(3)(a), Fla. Stat.

⁷ 286.011(4); (5), Fla. Stat.

⁸ Att’y General Opinion 09-19.

⁹ Att’y General Opinion 08-07.

¹⁰ *Dade Aviation Consultants v. Knight Ridder, Inc.*, 800 So.2d 302, 304 (Fla. 3rd Dist. Ct. App. 2001).

and removal from office.¹¹ Noncriminal violations are punishable by a fine not exceeding \$500.¹² As in the Sunshine Law context, attorneys' fees may be awarded to parties that bring successful suits for public record law violations and the availability of attorneys' fees has created a cottage industry of lawyers and watch-dog organizations that specialize in bringing suits for public record law violations.¹³

Best Practices for Social Media

While social media is a powerful tool for Board communication with constituents, use of social media by Board Supervisors presents the risk of violation of both the Sunshine Law and the Public Records Law. Here are some suggestions to minimize these risks:

1. Do NOT post on a social media page in response to another Supervisor's post. Also, do NOT direct others to make such a post on your behalf.
2. If you do post on a social media page, create a copy of that page, and submit it promptly to the District Manager's office, who will maintain the record as the District's records custodian.
3. Maintain District-related email separate and apart from any personal e-mail.
4. If in doubt about the accuracy of any planned posts, please consult with staff first, or feel free to direct a constituent with a particular question to staff for follow-up.
5. If you want to set up your own Facebook or other account where District business will be discussed, please consult further with District staff first.

I hope this information is helpful to you. If you ever have questions about how to handle a Sunshine Law or public records issue, please do not hesitate to contact me or another member of the District's staff.

¹¹ 119.10, Fla. Stat.

¹² 119.10, Fla. Stat.

¹³ See, e.g., Taitt, Sarah, *Florida Public Records Law: The Battle Over Attorneys' Fees*, The Florida Bar Journal, vol. 9, no. 3 (March 2017).

Tab 4



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** June 28th, 2023 @ 10:00 AM
- **FY 2021-2022 Audit Completion Deadline:** June 30, 2023

**District
Manager's
Report**

May 24

2023

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<u>FINANCIAL SUMMARY</u>		<u>4/30/2023</u>
General Fund Cash & Investment Balance:		\$411,627
Reserve Fund Cash & Investment Balance:		\$470,007
Debt Service Fund Investment Balance:		\$1,165,062
Total Cash and Investment Balances:		\$2,046,696
General Fund Expense Variance:	\$55,932	Under Budget

Tab 5

RESOLUTION 2023-04

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

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

WHEREAS, the Board of Supervisors of the District desires to designate the Officers of the District.

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

- | | | |
|-----------|-------------------------|----------------------------------|
| Section 1 | <u>Jack Koch</u> | is appointed Chairperson |
| Section 2 | <u>Linda Ramlot</u> | is appointed Vice Chairperson |
| Section 3 | <u>Ron Hale</u> | is appointed Assistant Secretary |
| | <u>Christina Brooks</u> | is appointed Assistant Secretary |
| | <u>Gordon Dexter</u> | is appointed Assistant Secretary |
| | <u>Sean Craft</u> | is appointed Assistant Secretary |
| | <u>Darryl Adams</u> | is appointed Assistant Secretary |

Section 4 This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 24TH DAY OF MAY, 2023.

**LAKESIDE COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASST. SECRETARY

Tab 6



Rizzetta & Company

Lakeside Community Development District

lakesidecdd.org

**Proposed Budget
For Fiscal Year 2023-2024**

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Rizzetta & Company

**Proposed Budget
Lakeside Community Development District
General Fund
Fiscal Year 2023/2024**

Chart of Accounts Classification	Actual YTD through 04/30/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
REVENUES							
Interest Earnings							
Interest Earnings		\$ -	\$ -	\$ -	\$ -	\$ -	
Special Assessments							
Tax Roll	\$ 559,412	\$ 559,412	\$ 556,666	\$ 2,746	\$ 598,393	\$ 41,727	
TOTAL REVENUES	\$ 559,412	\$ 559,412	\$ 556,666	\$ 2,746	\$ 598,393	\$ 41,727	
Transfer from Balance Forward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL REVENUES AND BALANCE FORWARD	\$ 559,412	\$ 559,412	\$ 556,666	\$ 2,746	\$ 598,393	\$ 41,727	
EXPENDITURES - ADMINISTRATIVE							
Legislative							
Supervisor Fees	\$ 5,400	\$ 9,257	\$ 12,000	\$ 2,743	\$ 12,000	\$ -	
Financial & Administrative							
Administrative Services	\$ 2,784	\$ 4,774	\$ 4,774	\$ -	\$ 5,013	\$ 239	Cost of living adjustment
District Management	\$ 9,417	\$ 16,143	\$ 16,143	\$ (0)	\$ 16,950	\$ 807	Cost of living adjustment
District Engineer	\$ 7,048	\$ 12,082	\$ 20,000	\$ 7,918	\$ 20,000	\$ -	
Disclosure Report	\$ 6,000	\$ 6,000	\$ 6,000	\$ -	\$ 6,000	\$ -	
Trustees Fees	\$ 6,915	\$ 6,915	\$ 7,000	\$ 85	\$ 7,000	\$ -	US Bank Series 2015 + Series 2018
Assessment Roll	\$ 5,304	\$ 5,304	\$ 5,304	\$ -	\$ 5,569	\$ 265	Cost of living adjustment
Financial & Revenue Collections	\$ 3,094	\$ 5,304	\$ 5,304	\$ -	\$ 5,569	\$ 265	Cost of living adjustment
Tax Collector /Property Appraiser Fees	\$ -	\$ 150	\$ 150	\$ -	\$ 150	\$ -	
Accounting Services	\$ 9,282	\$ 15,912	\$ 15,912	\$ -	\$ 16,708	\$ 796	Cost of living adjustment
Auditing Services	\$ -	\$ 3,600	\$ 3,600	\$ -	\$ 3,265	\$ (335)	Berger Toombs
Arbitrage Rebate Calculation	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	Series 2015 = \$500, Series 2018 = \$500
Public Officials Liability Insurance	\$ 2,733	\$ 2,733	\$ 3,050	\$ 317	\$ 3,200	\$ 150	Per Egis Estimate
Legal Advertising	\$ 544	\$ 2,000	\$ 2,000	\$ -	\$ 2,000	\$ -	Based on projected + possible extra special meetings/workshops
Miscellaneous Mailings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Dues, Licenses & Fees	\$ 175	\$ 275	\$ 275	\$ -	\$ 275	\$ -	
Website Hosting, Maintenance, Backup (and Email)	\$ 1,225	\$ 2,100	\$ 2,100	\$ -	\$ 2,100	\$ -	Per contract
ADA Website Compliance	\$ 1,537	\$ 2,000	\$ 1,538	\$ (462)	\$ 1,538	\$ -	Per contract
Legal Counsel							
District Counsel	\$ 13,871	\$ 23,779	\$ 30,000	\$ 6,221	\$ 30,000	\$ -	
Administrative Subtotal	\$ 75,329	\$ 118,329	\$ 136,150	\$ 17,821	\$ 138,337	\$ 2,187	
EXPENDITURES - FIELD OPERATIONS							
Electric Utility Services							
Utility Services	\$ 2,415	\$ 4,140	\$ 7,400	\$ 3,260	\$ 7,400	\$ -	
Street Lights	\$ 1,831	\$ 3,139	\$ 2,500	\$ (639)	\$ 2,500	\$ -	Per WREC NEW FY 22/23 Budget Line Item Additional Lights Added

**Proposed Budget
Lakeside Community Development District
General Fund
Fiscal Year 2023/2024**

Chart of Accounts Classification	Actual YTD through 04/30/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
Water-Sewer Combination Services							
Utility Services	\$ 84	\$ 144	\$ 500	\$ 356	\$ 500	\$ -	
Stormwater Control							
Aquatic Maintenance	\$ 11,655	\$ 19,980	\$ 29,980	\$ 10,000	\$ 29,980	\$ -	Per contract + future vegetation removal projects \$10K
Lake/Pond Bank Maintenance	\$ 26,810	\$ 45,960	\$ 69,960	\$ 24,000	\$ 50,000	\$ (19,960)	Per Contract \$3,830/Month*12 =\$45,960 + additions
Aquatic Plant Replacement	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	Aquatic Plants For Erosion Control
Stormwater System Maintenance	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	Stormwater System Maintenance
Other Physical Environment							
Property Insurance	\$ 1,112	\$ 1,112	\$ 1,510	\$ 398	\$ 3,200	\$ 1,690	Egis Estimate
General Liability Insurance	\$ 2,733	\$ 2,733	\$ 3,050	\$ 317	\$ 3,050	\$ -	Egis Estimate
Maintenance Contracts	\$ 536	\$ 919	\$ 9,241	\$ 8,322	\$ 9,241		CDD/HOA cost share agreement for maintenance staff not to exceed \$9,241
Entry & Walls Maintenance	\$ 1,000	\$ 1,714	\$ 10,000	\$ 8,286	\$ 10,000	\$ -	Entry Wall/Monument Pressure Washing + Fence Panel Repairs/Replacement
General Landscape Maintenance	\$ 71,750	\$ 123,000	\$ 123,000	\$ -	\$ 160,000	\$ 37,000	Per Contract LM, Fert, Pest Control + anticipated increases per contract \$128 current + potential
Entry Monument Light Maintenance	\$ 1,314	\$ 2,253	\$ 3,500	\$ 1,247	\$ 3,500	\$ -	Monument Light Time Clock Repairs/Replacements
Well Maintenance	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	
Rust Prevention	\$ 5,220	\$ 8,949	\$ 8,400	\$ (549)	\$ 9,120	\$ 720	Per contract \$760/month
Holiday Decorations	\$ 5,000	\$ 5,000	\$ 3,750	\$ (1,250)	\$ -	\$ (3,750)	
Irrigation Maintenance & Repairs	\$ 17,667	\$ 30,286	\$ 13,000	\$ (17,286)	\$ 20,000	\$ 7,000	\$8400 Irr Maint + Irr Repairs
Tree Trimming	\$ 18,850	\$ 32,314	\$ 19,360	\$ (12,954)	\$ 15,000	\$ (4,360)	Anticipate this to be lower.
Landscape - Mulch	\$ -	\$ -	\$ 25,875	\$ 25,875	\$ 25,875	\$ -	Per Contract \$15,750 (April) + \$10,125 (Oct) = \$25,875
Landscape Replacement Plants, Shrubs, Trees	\$ -	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	\$ -	
Landscape- Annuals	\$ 7,526	\$ 12,902	\$ 6,690	\$ (6,212)	\$ 6,690	\$ -	Per Contract 4 Rotations Per Year
Landscape Inspection Services	\$ 5,425	\$ 10,440	\$ 9,300	\$ (1,140)	\$ 10,500	\$ 1,200	
Dog Station Supplies & Maintenance	\$ 1,853	\$ 3,177	\$ 4,500	\$ 1,323	\$ 4,500	\$ -	Per Contract + Pet Station Repairs/Replacements
Road & Street Facilities							
Roadway Repair & Maintenance	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	
Sidewalk Repair & Maintenance	\$ -	\$ -	\$ 21,000	\$ 21,000	\$ 21,000	\$ -	Community Wide Pressure Washing \$21K + Sidewalk Repairs \$4K
Street Sign Repair & Replacement	\$ 150	\$ 257	\$ 3,000	\$ 2,743	\$ 3,000	\$ -	
Contingency							
Miscellaneous Contingency	\$ 19,311	\$ 33,105	\$ 10,000	\$ (23,105)	\$ 30,000	\$ 20,000	
Field Operations Subtotal	\$ 202,242	\$ 341,523	\$ 420,516	\$ 78,993	\$ 460,056	\$ 39,540	
TOTAL EXPENDITURES	\$ 277,571	\$ 459,851	\$ 556,666	\$ 96,815	\$ 598,393	\$ 41,727	
EXCESS OF REVENUES OVER EXPENDITURES	\$ 281,841	\$ 99,561	\$ -	\$ 99,561	\$ -	\$ -	

**Proposed Budget
Lakeside Community Development District
Reserve Fund
Fiscal Year 2023/2024**

Chart of Accounts Classification	Annual Budget for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
REVENUES				
Interest Earnings				
Interest Earnings	\$ -	\$ -	\$ -	
Special Assessments				
Tax Roll	\$ 220,116	\$ 327,000	\$ 106,884	
TOTAL REVENUES	\$ 220,116	\$ 327,000	\$ 106,884	Funding as per Reserve Fund Study
Balance Forward from Prior Year	\$ -	\$ 93,101	\$ 93,101	Repairs as per Reserve Fund Study
TOTAL REVENUES AND BALANCE FORWARD	\$ 220,116	\$ 420,101	\$ 199,985	
EXPENDITURES				
Contingency				
Capital Reserves	\$ 157,816	\$ 420,101	\$ 262,285	\$327k funding + \$93,101 Repairs as per Reserve Fund Study FY23/24
Capital Outlay	\$ 62,300	\$ -	\$ (62,300)	
TOTAL EXPENDITURES	\$ 220,116	\$ 420,101	\$ 199,985	
EXCESS OF REVENUES OVER EXPENDITURES	\$ -	\$ -	\$ -	

Lakeside Community Development District

Debt Service

Fiscal Year 2023/2024

Chart of Accounts Classification	Series 2015	Series 2018	Budget for 2023/2024
REVENUES			
Special Assessments			
Net Special Assessments	\$389,998.62	\$341,369.28	\$731,367.90
TOTAL REVENUES	\$389,998.62	\$341,369.28	\$731,367.90
EXPENDITURES			
Administrative			
Financial & Administrative			
Debt Service Obligation	\$389,998.62	\$341,369.28	\$731,367.90
Administrative Subtotal	\$389,998.62	\$341,369.28	\$731,367.90
TOTAL EXPENDITURES	\$389,998.62	\$341,369.28	\$731,367.90
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00	\$0.00

Pasco County Collection Costs (2%) and Early Payment Discounts (4%): 6.0%

Gross assessments: **\$777,389.35**

Notes:

Tax Roll County Collection Costs and Early Payment Discounts are 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2023/2024 O&M Budget		\$925,393.00
Pasco County Collection Costs @	2%	\$19,689.21
Early Payment Discount @	4%	\$39,378.43
2023/2024 Total O&M Assessment		\$984,460.64

2022/2023 O&M Budget	\$776,782.00
2023/2024 O&M Budget	\$925,393.00
Total Difference	\$148,611.00

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2022/2023	2023/2024	\$	%
Increment 1				
Series 2015 Debt Service - Villa	\$899.22	\$899.22	\$0.00	0.00%
Operations/Maintenance - Villa	\$1,062.16	\$1,265.37	\$203.21	19.13%
Total	\$1,961.38	\$2,164.59	\$203.21	10.36%
Series 2015 Debt Service - Single Family 45'	\$999.13	\$999.13	\$0.00	0.00%
Operations/Maintenance - Single Family 45'	\$1,062.16	\$1,265.37	\$203.21	19.13%
Total	\$2,061.29	\$2,264.50	\$203.21	9.86%
Series 2015 Debt Service - Single Family 55'	\$999.13	\$999.13	\$0.00	0.00%
Operations/Maintenance - Single Family 55'	\$1,062.16	\$1,265.37	\$203.21	19.13%
Total	\$2,061.29	\$2,264.50	\$203.21	9.86%
Series 2015 Debt Service - Single Family 55'	\$0.00	\$0.00	\$0.00	0.00%
Operations/Maintenance - Single Family 55'	\$1,062.16	\$1,062.16	\$0.00	0.00%
Total	\$1,062.16	\$1,062.16	\$0.00	0.00%
Series 2015 Debt Service - Single Family 80'	\$1,298.87	\$1,298.87	\$0.00	0.00%
Operations/Maintenance - Single Family 80'	\$1,062.16	\$1,265.37	\$203.21	19.13%
Total	\$2,361.03	\$2,564.24	\$203.21	8.61%
Increments 2 & 3				
Series 2018 Debt Service - Villa	\$900.00	\$900.00	\$0.00	0.00%
Operations/Maintenance - Villa	\$1,062.16	\$1,265.37	\$203.21	19.13%
Total	\$1,962.16	\$2,165.37	\$203.21	10.36%
Series 2018 Debt Service - Single Family 40'	\$1,000.00	\$1,000.00	\$0.00	0.00%
Operations/Maintenance - Single Family 40'	\$1,062.16	\$1,265.37	\$203.21	19.13%
Total	\$2,062.16	\$2,265.37	\$203.21	9.85%
Series 2018 Debt Service - Single Family 55'	\$1,000.00	\$1,000.00	\$0.00	0.00%
Operations/Maintenance - Single Family 55'	\$1,062.16	\$1,265.37	\$203.21	19.13%
Total	\$2,062.16	\$2,265.37	\$203.21	9.85%
Series 2018 Debt Service - Single Family 60'	\$1,125.00	\$1,125.00	\$0.00	0.00%

Operations/Maintenance - Single Family 60'	\$1,062.16	\$1,265.37	\$203.21	19.13%
Total	\$2,187.16	\$2,390.37	\$203.21	9.29%

LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$925,393.00
COLLECTION COSTS @	2.0%	\$19,689.21
EARLY PAYMENT DISCOUNT @	4.0%	\$39,378.43
TOTAL O&M ASSESSMENT		<u>\$984,460.64</u>

LOT SIZE	UNITS ASSESSED			ALLOCATION OF O&M ASSESSMENT				PER LOT ANNUAL ASSESSMENT			
	O&M	SERIES 2015 DEBT SERVICE ⁽¹⁾	SERIES 2018 DEBT SERVICE ⁽²⁾	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET	O&M	SERIES 2015 DEBT SERVICE ⁽³⁾	SERIES 2018 DEBT SERVICE ⁽⁴⁾	TOTAL ⁽⁵⁾
Increment 1											
Villa	86	85	0	1.00	86.00	11.05%	\$108,822.13	\$1,265.37	\$899.22	\$0.00	\$2,164.59
Single Family 45'	150	150	0	1.00	150.00	19.28%	\$189,806.04	\$1,265.37	\$999.13	\$0.00	\$2,264.50
Single Family 55'	113	113	0	1.00	113.00	14.52%	\$142,987.21	\$1,265.37	\$999.13	\$0.00	\$2,264.50
Single Family 55'	1	0	0	1.00	1.00	0.13%	\$1,265.37	\$1,265.37	\$0.00	\$0.00	\$1,265.37
Single Family 80'	58	58	0	1.00	58.00	7.46%	\$73,391.67	\$1,265.37	\$1,298.87	\$0.00	\$2,564.24
Increments 2 & 3											
Villa	114	0	114	1.00	114.00	14.65%	\$144,252.59	\$1,265.37	\$0.00	\$900.00	\$2,165.37
Single Family 40'	114	0	114	1.00	114.00	14.65%	\$144,252.59	\$1,265.37	\$0.00	\$1,000.00	\$2,265.37
Single Family 55'	99	0	99	1.00	99.00	12.72%	\$125,271.98	\$1,265.37	\$0.00	\$1,000.00	\$2,265.37
Single Family 60'	43	0	42	1.00	43.00	5.53%	\$54,411.06	\$1,265.37	\$0.00	\$1,125.00	\$2,390.37
	<u>778</u>	<u>406</u>	<u>369</u>		<u>778.00</u>	<u>100.00%</u>	<u>\$984,460.64</u>				

LESS: Pasco County Collection Costs (2%) and Early Payment Discounts (4%):

(\$59,067.64)

Net Revenue to be Collected:

\$925,393.00

(1) Reflects the number of total lots with Series 2015 debt outstanding.

(2) Reflects the number of total lots with Series 2018 debt outstanding.

(3) Annual debt service assessment per lot adopted in connection with the Series 2015 bond issue. Annual assessment includes principal, interest, Pasco County collection costs and early payment discounts.

(4) Annual debt service assessment per lot adopted in connection with the Series 2018 bond issue. Annual assessment includes principal, interest, Pasco County collection costs and early payment discounts.

(5) Annual assessment that will appear on November 2023 Pasco County property tax bill. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early).

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Miscellaneous Revenues: The District may receive monies event rentals for such things as weddings, birthday parties, etc. for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Street Lights: The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

Stormwater Systems Maintenance: The District will incur expenses related to the stormwater systems maintenance.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs.

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

General Maintenance Personnel: The District will incur expenses related to the cost share agreement with the Homeowners Association to utilize maintenance personnel for District related tasks/assignments.

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Entry Monument Light Maintenance: The District will incur expenditures to rapairs/replacements of monument lights.

Well Maintenance: The District will incur expenditures related to irrigation well maintenance/repairs.

Rust Prevention: The District will incur expenditures related to the prevention of rust from the irrigation system.

Holiday Decorations: The District may incur expenses for the installation and removal of District holiday decorations.

Irrigation Maintenance & Repairs: The District will incur expenditures related to the maintenance and repairs of the irrigation systems.

Holiday Decorations: The District may incur expenses for the installation and removal of District holiday decorations.

Irrigation Maintenance & Repairs: The District will incur expenditures related to the maintenance and repairs of the irrigation systems.

Tree Trimming Services: The District will incur expenditures to maintain trees within the District's boundaries as the District determines necessary.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Landscape Inspection Services: The District may contract for landscape management services to provide landscape maintenance oversight.

Dog Waste Station Supplies & Maintenance: Expenses related to dog waste station repairs and supplies.

Roadway Repair & Maintenance: Expenses related to repair and maintenance of roadways that are owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Street Sign Repair & Replacement: Expenses related to the repair and maintenance of roadway street signs owned by the District.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

Tab 7

RESOLUTION 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKESIDE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Lakeside Community Development District (“**District**”) prior to June 15, 2023, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

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

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE: _____, 2023

HOUR: ____:____ __.m.

LOCATION: Rizzetta & Company, Inc.
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544

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

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

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

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

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

PASSED AND ADOPTED THIS 24TH DAY OF MAY 2023.

ATTEST:

**LAKESIDE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson, Board of
Supervisors

Exhibit A: Fiscal Year 2023/2024 Proposed Budget

Exhibit A

Fiscal Year 2023/2024 Proposed Budget

Tab 8



Brian E. Corley
Supervisor of Elections
PO Box 300
Dade City FL 33526-0300

1-800-851-8754
www.pascovotes.gov

April 26, 2023

Debby Wallace, District Manager
District Office
3434 Colwell Ave
Suite 200
Tampa FL 33614

Dear Debby Wallace:

Pursuant to your request, the following voter registration statistics are provided for their respective community development districts as of April 15, 2023.

• Concord Station Community Development District	3,223
• Connerton East Community Development District	141
• Copperspring Community Development District	708
• Lakeside Community Development District	1,388
• Long Lake Reserve Community Development District	547
• Mitchell Ranch Community Development District	512
• Talavera Community Development District	1,316

As always, please call me if you have any questions or need additional information.

Sincerely,

Tiffannie A. Alligood
Chief Administrative Officer

East Pasco - Dade City (352) 521-4302
Central Pasco - Land O' Lakes (813) 929-2788
West Pasco - New Port Richey (727) 847-8162

Tab 9

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 14th day of November 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, as well as perform the specific Services identified in **Exhibit B** consistent with the terms and provisions of this Agreement. Any vehicles towed from District property in accordance with this Agreement, the Towing Policies and the Section 715.07, *Florida Statutes*, from designated Tow-Away Zones identified in **Exhibit A** shall be stored and released in accordance with Section 715.07, *Florida Statutes*, and any other applicable Florida law.

A. Upon execution of this Agreement, Contractor shall, at its own cost and expense, procure and install up to six (6) 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. If additional signs are necessary, Contractor agrees to provide and install each additional signage to the District at \$30.00 per such additional signage.

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: David Penn

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**

Lynn Hayes
Secretary / Assistant Secretary

Jack Wal
Chairperson, Board of Supervisors

Witness:

A-1 RECOVERY INC.

[Signature]
Michael S. [Signature]
Print Name of Witness

[Signature]
By: David Penn
Its: General Manager

- Exhibit A:** Towing Policies
- Exhibit B:** Contractor's Proposal

EXHIBIT A

Towing Policies

LAKESIDE COMMUNITY DEVELOPMENT DISTRICT
REVISED RULES RELATING TO PARKING AND PARKING ENFORCEMENT

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 October 6, 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, lawns and open spaces 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. Notwithstanding the foregoing, the District may delegate authority to the Lakeside Community Association, Inc. ("HOA") to develop and implement a policy on issuing temporary parking passes, subject to comment and approval from the District. In addition, any Pasco County-issued parking passes will be honored by the District as a valid parking pass.

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.**

SECTION 8. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of these Rules shall not affect the validity or enforceability of the remaining portions of these Rules, or any part of these Rules not held to be invalid or unenforceable.

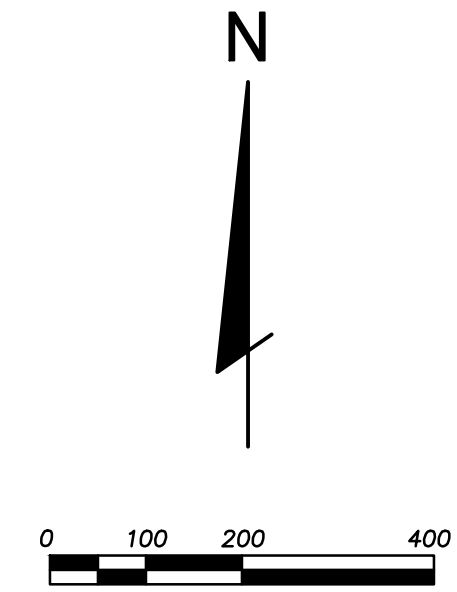
Exhibit A: Tow-Away Zones

EXHIBIT A: TOW-AWAY ZONES

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



K:\150\ProjData\Exhibits\General\Exhibit_150_Lakeside_ELMA.dwg - Dec 01, 2021 @ 11:51am - evers



LEGEND

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

PROJECT NAME:
LAKESIDE

SHEET NAME:
LANDSCAPE MAINTENANCE AREA EXHIBIT

PREPARED FOR:
LAKESIDE CDD

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

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

CREATION DATE: 05/23/2019	REVISED DATE: 12/01/2021	DRAWN BY: JRS	SHEET NUMBER: 1 OF 1
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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: 10/07/2022 Name of Location: Lake side Community Development District
Address: 13739 Lake mont Drive, Hudson, FL 34669 (Whole Community
Phone: 813-994-1001 Fax: _____ Alt Phone: _____
Contact Name(s): Lynn Hayes, District Manager Rizzetta & Company

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

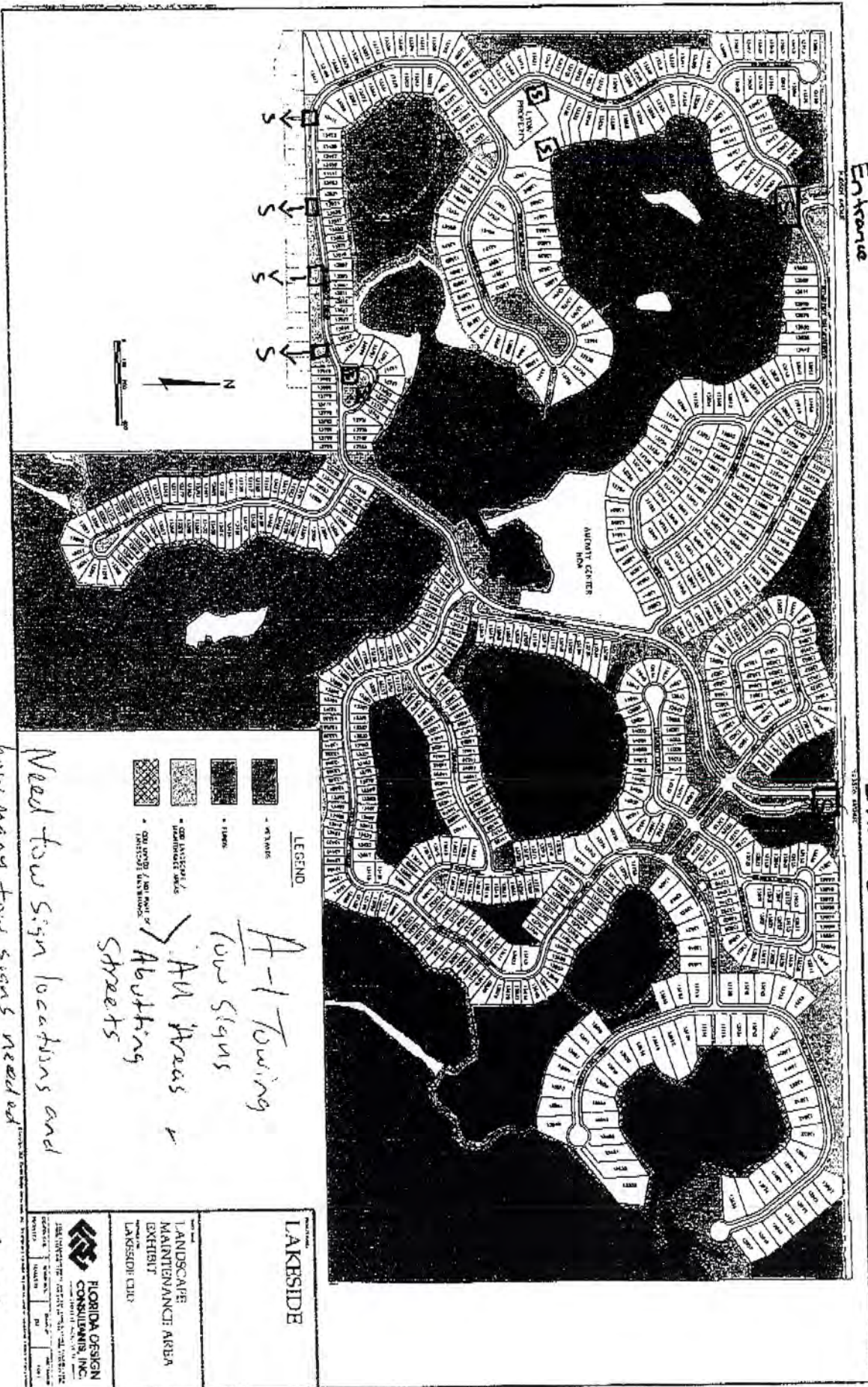
- 1. N/A No valid permit, no valid residents, tenant, or visitor permit.
2. N/A Tow away zone, sign posted and or pavement drawings
3. N/A Abandonment/ inoperable vehicles. Flat tires, vehicles on jacks, blocks, missing wheels, Major parts, remain parked in the same location longer than ___ hrs, expired inspection or license plates. If tagging rules apply, please state length of warning ___hrs (we don't recommend more than 24-48hrs.)
4. N/A Fire lanes, vehicles parked in a designated fire lane.
5. N/A Security office may call to have vehicle removed.
6. C Management requests an abandoned vehicle removal.
7. N/A Vehicle wrecked or obviously inoperable.
8. N/A No tractor, trailer, or large (over 1 ton) commercial vehicles parked on property.
9. N/A Vehicles parked on grass, off pavement or on landscaping.
10. N/A Vehicles parked in handicap space, ramp, or unloading zone with no handicap permit.
11. N/A Vehicle blocking or in isle or roadway.
12. P No after-hours parking (vehicle parked on property after business is closed) or (same as no overnight parking) 10:00 PM - 6:00 AM on streets only
13. N/A Hindering access. Blocking dumpster, building entrances, loading docks or zones. Etc
14. N/A "For Sale" vehicle. Vehicle is parked out front displaying a for sale sign. Tow immediately.
15. N/A Vehicle parked in a reserved/ assigned/ designated space
16. N/A Vehicle is parked in a non-parking space that is primarily used for pedestrian access.
17. P No parking at any time. Vehicle is parked on property where its posted "NO PARKING" 24 Hours
18. N/A Non-Customer. Vehicle operator is not a customer of this business located on the property
19. N/A Vehicle is parked on the sidewalk
20. N/A Double parked behind another vehicle 21. N/A 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] Jack W. Koch 10/16/12
(Signature) (Printed name) (Date)



Need for sign locations and
 how many for signs needed
 Per FL State Statutes 713.18 and 715.07 As well
 As All Respective County local laws and Ordinances
 5th District

A-1 Towing
 Tow Signs
 All Areas
 Abutting
 Streets

LAKESIDE

LANDSCAPE
 MAINTENANCE AREA
 EXHIBIT
 LAKESIDE CLUB

**FLORIDA DESIGN
 CONSULTANTS, INC.**

100 UNIVERSITY CENTER DRIVE, SUITE 100, WEST PALM BEACH, FL 33411
 TEL: 561-833-1111 FAX: 561-833-1112
 WWW.FLORIDADCS.COM

Tab 10

**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, April 26, 2023, at 10:00 a.m.** at the offices of Rizzetta & Company located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.

Present and constituting a quorum:

Jack Koch	Board Supervisor, Chair
Linda Ramlot	Board Supervisor, Vice Chair
Christina Brooks	Board Supervisor, Assistant Secretary
Ronald Hale	Board Supervisor, Assistant Secretary
Gordon Dexter	Board Supervisor, Assistant Secretary

Also Present:

Debby Wallace	District Manager, Rizzetta & Company, Inc.
Sean Craft	District Manager, Rizzetta & Company, Inc.
David Fleeman	District Engineer, Florida Design
Alyssa Willson	District Counsel, Kutak Rock LLP (via conference call)
Michelle Rigoni	District Counsel, Kutak Rock LLP (via conference call)
Kevin Smith	Representative, RedTree Landscaping
John Burkett	Representative, RedTree Landscaping

FIRST ORDER OF BUSINESS Called To Order

The Regular Meeting was called to order and roll call performed confirming that a quorum was present. The Meeting began at 10:07 a.m.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

A resident expressed concern about sodding areas that do not have irrigation, potholes and cracking and the plan to extend the life and health of the roads.

THIRD ORDER OF BUSINESS

Staff Reports

A. Landscape Inspection Report

Mr. Liggett presented his report to the Board. A lengthy discussion about irrigation issues and RedTree's response time to issues. Also, grass, trees, and plants are dying for reasons that cannot be solely attributed to drought conditions. RedTree was instructed to monitor the water line more frequently to detect breaks sooner and avoid further landscaping loss due to this issue and to work on obtaining a variance from SFWMD to allow for more zones to be watered on a given day. RedTree indicated there are 71 total zones on the property. They confirmed they will start checking them more regularly and report to the Board monthly. The Board would like to start using one well to water half the zones one day and the other well to water the other zones on another day. District Counsel will draft up an agreement to be reviewed by Ms. Wallace, Mr. Craft, and then Ms. Rigoni.

On a Motion by Mr. Dexter, and seconded by Mr. Hale, with all in favor, the Board of Supervisors approved watering half on the zones one day and the other half of the zones on another day, understanding this can result in fines that the CDD will be liable for, and if a warning is issued by the county the water schedule will revert back to the previous schedule, as presented, for the Lakeside Community Development District.

B. RedTree

1. Review of Landscaper Comments

The Board was informed that the pine needle installation is on track to be completed by May 5th. An additional 400 bales are being installed at no extra cost to Lakeside.

2. Consideration of Dean Pine Removal Proposal

The Board reviewed the proposal and requested Mr. Liggett get multiple proposals from other vendors to compare.

3. Consideration of Landscape Enhancement Across from 13587 Seabridge Drive Proposal

The Board reviewed the proposal and requested Mr. Liggett get multiple proposals from other vendors to compare.

4. Consideration of Landscape Enhancement on Seabridge Drive Proposal

The Board reviewed the proposal and requested Mr. Liggett get multiple proposals from other vendors to compare.

96 **5. Consideration of Sod Replacement at Lift Station Proposal**

97 The Board reviewed the proposal and requested Mr. Liggett get multiple
98 proposals from other vendors to compare.

100 **6. Consideration of Sod Replacement at Moosehead Circle Proposal**

101 The Board reviewed the proposal and requested Mr. Liggett get multiple
102 proposals from other vendors to compare.

103
104 The Board acknowledged that Ms. Brooks will be doing a walk-through of the
105 property with Mr. Liggett and will not be giving any instructions.

107 **Reconsideration of Paint Color for Entry Wall/ Monument**

108
109 The Board held a brief discussion about the color used to paint on the monument. Ms.
110 Weinman explained to the Board if they would like to have the color changed a
111 \$11,000 fee would apply.

112
113 On a Motion by Ms. Ramlot and seconded by Ms. Brooks, with three in favor and two
114 opposed, the Board of Supervisors approved keeping the color that is already up, as
115 presented, for the Lakeside Community Development District.

116
117 The Board would like Ms. Weinman to address the areas on the wall where the pine
118 needles back up to. She said will investigate today.

119
120 **C. Solitude Lake Management**

121
122 **1. Review of Waterway Inspection Report**

123 The Board reviewed the Waterway Inspection Report and held a brief discussion
124 about their frustration that areas of concern are not being addressed and issues
125 resolved. They requested that Mr. Wilt be present for the May meeting.

126
127 **D. District Counsel**

128 Ms. Willson reported to the Board that Ms. Rigoni is back from maternity leave and
129 will be working on their District again.

130
131 **E. District Engineer**

132 Mr. Fleeman updated the Board on his work in procuring proposals for the sidewalk
133 maintenance, traffic claiming/ Speed cushions, Exiting Speed Hump Modification,
134 and Pothole Repair. The Board all agreed they do not want proposals from Site
135 Masters.

136
137 **F. District Manager**

138
139 Ms. Wallace reminded the Board the next regular meeting is scheduled for
140 Wednesday, May 24, 2023 at 5:00 pm at the Lakeside Amenity Center located at
141 13739 Lakemont Dr., Hudson, FL 34669.

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1. Review of District Manager’s Report

Mr. Koch indicated that there are several streetlights installed by WREC that the District paid up front for and have not received the refund since the lights were turned over to the county. He will send the information to Mr. Craft. Mr. Craft will investigate further.

2. Review of the Website Audit

The Board reviewed the report and had no questions or comments.

3. Discussion on Manhole Ground Subsidence

This was discussed under the District Engineer update.

FOURTH ORDER OF BUSINESS Reconsideration of Paint Color for Entry Wall/ Monument

This was discussed during staff reports.

FIFTH ORDER OF BUSINESS Consideration of Fencing Proposal

On a Motion by Ms. Ramlot and seconded by Ms. Brooks, with all in favor, the Board of Supervisors approved the fencing proposal, as presented, for the Lakeside Community Development District.

The Board held a brief discussion about the park benches. Board authorized Ms. Ramlot to coordinate a community drive-through with Harris Romaner to identify where the park benches will be installed.

SIXTH ORDER OF BUSINESS Acceptance of Audit Committee Recommendations

The Board held a brief discussion about the Audit proposals rankings. The scoring was 483 to 422 in favor of Berger, Toombs, Elam, Gaines & Frank.

On a Motion by Mr. Koch and seconded by Mr. Hale, with all in favor, the Board of Supervisors approved the proposal from Berger, Toombs, Elam, Gaines & Frank for the District Auditing Services for FY 2023-2027, as presented, for the Lakeside Community Development District.

SEVENTH ORDER OF BUSINESS **Consideration of Minutes of the Board of Supervisors Meeting held on March 22, 2023**

Ms. Wallace presented the March 22, 2023 meeting minutes to the Board.

On a Motion by Mr. Koch and seconded by Mr. Hale, with all in favor, the Board of Supervisors approved the March 22, 2023 Board of Supervisors regular meeting minutes, as presented, for the Lakeside Community Development District.

EIGHTH ORDER OF BUSINESS **Consideration of the Operation and Maintenance Expenditures for March 2023**

Ms. Wallace presented the March 2023 Operation and Maintenance Expenditures Report, totaling \$60,894.01.

On a Motion by Ms. Ramlot and seconded by Mr. Dexter, with all in favor, the Board of Supervisors approved the March 2023 Operation and Maintenance Expenditures, totaling \$60,894.01, as presented, for the Lakeside Community Development District.

NINTH ORDER OF BUSINESS **Supervisor Requests**

Ms. Brooks expressed concern that the dog waste stations are not being serviced as often as they should be. Follow up with the vendor is required.

Mr. Dexter expressed his disappointment with RedTree's performance and would like to have both Pete and Davie Lucadano at the next meeting. He would also like to discuss seeking other landscape contracts.

TENTH ORDER OF BUSINESS **Audience Comments on Other Items**

A resident expressed concern about the vendors not providing the services to maintain the grounds appropriately.

ELVENTH ORDER OF BUSINESS **Adjournment**

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

On a Motion by Mr. Koch and seconded by Mr. Dexter, with all in favor, the Board of Supervisors adjourned the meeting at 12:11 p.m. for the Lakeside Community Development District.

Secretary/Assistant Secretary

Chair/Vice Chair

Tab 11

**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 Audit Meeting of the Board of Supervisors of the Lakeside Community Development District was held on **Wednesday, April 26, 2023, at 10:00 a.m.** at the offices of Rizzetta & Company located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.

Present and constituting a quorum:

Jack Koch	Board Supervisor, Chair
Linda Ramlot	Board Supervisor, Vice Chair
Christina Brooks	Board Supervisor, Assistant Secretary
Ronald Hale	Board Supervisor, Assistant Secretary
Gordon Dexter	Board Supervisor, Assistant Secretary

Also Present:

Debby Wallace	District Manager, Rizzetta & Company, Inc.
Sean Craft	District Manager, Rizzetta & Company, Inc.
David Fleeman	District Engineer, Florida Design
Alyssa Willson	District Counsel, Kutak Rock LLP (via conference call)
Michelle Rigoni	District Counsel, Kutak Rock LLP (via conference call)
Kevin Smith	Representative, RedTree Landscaping
John Burkett	Representative, RedTree Landscaping

FIRST ORDER OF BUSINESS Called To Order

The Regular Meeting was called to order and roll call performed confirming that a quorum was present. The Meeting began at 10:04 a.m.

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SECOND ORDER OF BUSINESS **Ranking of Proposals Received
from Audit Services**

The Board reviewed the proposals from both Grau & Associates and Berger, Toombs, Elam, Gaines & Frank and ranked them. The Board ranking totals were 483 to 422 in favor of Berger, Toombs, Elam, Gaines & Frank.

THIRD ORDER OF BUSINESS **Adjournment**

MS. Wallace stated that if there was no more business to come before the Board of Supervisors then a motion to adjourn would be in order.

On a Motion by Ms. Ramlot and seconded by Mr. Koch, with all in favor, the Board of Supervisors adjourned the meeting at 10:06 a.m. for the Lakeside Community Development District.

Secretary/Assistant Secretary

Chair/Vice Chair

Tab 12

LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

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

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

www.lakesidecdd.org

Operation and Maintenance Expenditures April 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2023 through April 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$27,434.64**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Lakeside Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2023 Through April 30, 2023

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Design Consultants, Inc.	100167	45203	Engineer Service 03/23	\$ 1,470.50
Poop 911	100168	LS032023	Pet Waste Station Maintenance 03/23	\$ 275.60
RedTree Landscape Systems, LLC	100164	13200	Monthly Landscape Maintenance 04/23	\$ 14,780.00
Rizzetta & Company, Inc.	100163	INV0000078812	District Management Fees 04/23	\$ 4,461.08
School Outfitters LLC	100165	QUO11394672	New Outdoor Patio Furniture 02/23	\$ 3,082.20
Solitude Lake Management, LLC	100169	PSI-66877	Lake & Pond Maintenance 04/23	\$ 1,665.00
Suncoast Rust Control, Inc.	100166	5601	Commercial Monthly Rust Control Service 04/23	\$ 760.00
Times Publishing Company	100170	283249.1739	Legal Advertising 04/23	\$ 97.60
Withlacoochee River Electric Cooperative, Inc.	Auto Draft	Electric Summary 03/23 235 Auto Draft	Electric Summary 03/23	<u>\$ 842.66</u>
Report Totals				<u>\$ 27,434.64</u>