



Rizzetta & Company

# Lakeside Community Development District

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**Board of Supervisors' Regular  
Meeting  
March 4, 2026**

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

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

# **LAKESIDE COMMUNITY DEVELOPMENT DISTRICT**

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

<b>Board of Supervisors</b>	Linda Ramlot Christina Brooks Gordon Dexter Charles Wood Barbara Callahan	Chair Vice-Chair Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Daryl Adams	Rizzetta & Company, Inc.
<b>District Counsel</b>	Grace Rinaldi	Kilinski Van Wyk
<b>District Engineer</b>	Amy Palmer	Lighthouse Engineering, 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.

Board of Supervisors  
Lakeside Community  
Development District

February 25, 2026

**AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of the Lakeside Community Development District will be held on **Wednesday, March 4, 2026, at 10:00 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. STAFF REPORTS**
  - A. District Engineer
  - B. AWC Waterway Inspection Report (Under Separate Cover)
  - C. Landscape Inspection Report..... Tab 1
  - D. Pine Lake Landscape/Irrigation Inspection Report (Under Separate Cover)
  - E. Maintenance Report ..... Tab 2
  - F. District Counsel
  - G. District Manager
    1. Presentation of District Managers' Report and Monthly Financials (Under Separate Cover)
    2. Presentation of the 4<sup>th</sup> Quarter Website Audit ..... Tab 3
- 4. BUSINESS ITEMS**
  - A. Discussion of 2026-2027 Budget
  - B. Discussion of Maintenance Schedule
  - C. Ratification of Blue Water Aquatics Agreement..... Tab 4
  - D. Discussion Regarding Towing Policies and Procedures
  - E. Consideration of Resolution 2026-08; Setting Public Hearing on Amended Towing Rule ..... Tab 5
- 5. BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of the Board of Supervisor Meeting February 6, 2026 ..... Tab 6
- 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 at Darryl Adams [darryla@rizzetta.com](mailto:darryla@rizzetta.com).

Sincerely,  
*Darryl Adams*  
Darryl Adams  
District Manager

# Tab 1

# LAKESIDE

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## LANDSCAPE INSPECTION REPORT



February 10, 2026  
Rizzetta & Company  
Amiee Brodeen – Landscape Specialist  
Landscape Inspection Services



Rizzetta & Company  
Professionals in Community Management

# Summary, Crater Cir, Lakemont Dr

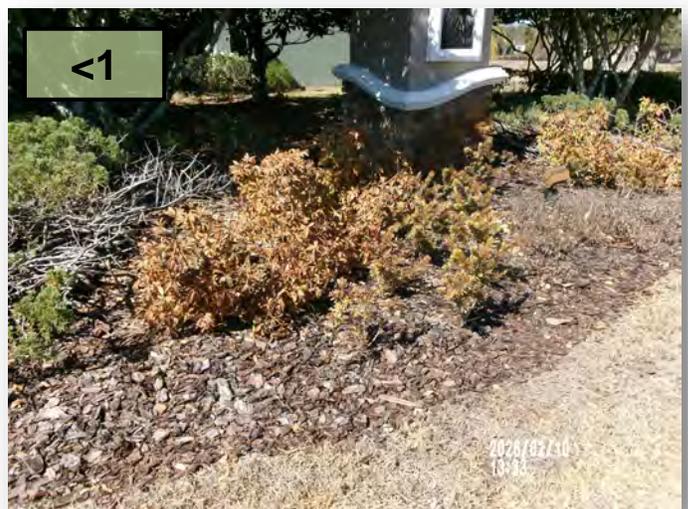
## General Updates, Recent & Upcoming Maintenance Events:

- **Bahia Sod – March Fertilization Guidelines:** Apply a complete fertilizer based on current soil test results. Include a pre-emergent herbicide (Pre-M) at a rate not exceeding 1 lb. of nitrogen per 1,000 sq. ft. The fertilizer must contain no less than 50% slow-release nitrogen to ensure steady nutrient availability and reduce surge growth.
- **St. Augustine Sod – March Fertilization Guidelines:** Apply a complete fertilizer based on current soil test results. Include a pre-emergent herbicide (Pre-M) at a rate not exceeding 1 lb. of nitrogen per 1,000 sq. ft. The fertilizer must contain a minimum of 50% slow-release nitrogen to promote steady, sustainable growth and reduce nutrient leaching.
- **Shrub, Tree & Groundcover Fertilization – March Guidelines:** Apply a complete fertilizer (formula determined by current soil test results) at a rate of 4–6 lbs. of nitrogen per 1,000 sq. ft. per year. A minimum of 50% of the nitrogen must be in a slow-release form to ensure steady nutrient availability and promote healthy, sustained growth.
- **Palm Fertilization – March Guidelines:** Apply 1.5 pounds of 8N–2P<sub>2</sub>O<sub>5</sub>–12K<sub>2</sub>O + 4Mg fertilizer with micronutrients per 100 square feet of palm canopy. Requirements: 100% of the Nitrogen (N), Potassium (K), and Magnesium (Mg) must be in slow-release form. All micronutrients must be in water-soluble form to ensure proper uptake. Fertilizer should be broadcast evenly under the canopy dripline, keeping product at least 6 inches away from the palm trunk to prevent trunk damage and nutrient burn.

The following are action items for Pine Lake 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. **Crater & Lakemont (West Side):** The recent cold snap caused significant stress to the plants, but please be patient over the next couple of weeks as temperatures warm up. With improved weather, the plants should naturally shed their browned, damaged leaves and begin producing healthy new growth. (Pic 1>)

2. **Lakemont Entrance:** Fortunately, I am seeing new green stems emerging from the ground on the gold mounds, which is a great sign of recovery.



# Lakemont Dr, Pond 3

**3. Pond 3/Lakemont:** The planting beds south of Pond 3 took a big hit, especially the gold mounds. I also noticed a vine growing over the shrubs. It is currently dormant but will begin to take over again once temperatures rise. Please clean out the beds and remove any unwanted plant material so the shrubs have space to recover as the weather warms. (Pic 3)



**4. Pond 3/Lakemont (West Side):** It looks like the crews trimmed back the lilies but did not remove the dead foliage. These dead leaves need to be cut out to give the new growth adequate space and light to leaf out properly. Clearing out the old material will help the lilies recover more quickly as temperatures continue to warm. (Pic 4a, 4b>)



**5. Lakemont/Pond 3:** There are large bits of trash in the front planting beds. remove trash and debris during each visit, and continuing to collect fallen branches across the entire property, as many are still dropping due to the recent storms and cold stress.

**6. Freeze-Damaged Plant Material – Reminder:** As a reminder, all freeze damaged plant material should remain in place until at least mid-March. Leaving the damaged foliage provides protection for the plant’s crown and helps prevent further injury.

**7. Cool-Season Weed Control:** Now is an ideal time to spot-treat cool-season weeds, which are highly visible against the dormant Bahia turf. Treating them during this window ensures better control before spring green-up and helps prevent competition with the recovering turf.

**8. Crape Myrtles:** Do not forget to schedule the pencil-pruning of all Crape Myrtles up to a height of 15 feet.

**9. Pond 3:** At the base of one tree near Pond 3, there are signs of rotting wood. The tree currently shows no signs of canopy decline or additional stress, so it will continue to be monitored. (Pic 9>)



# Lakemont Dr, Hudson Ave

**10. Crotons:** The crotons in the front planting beds are showing clear signs of life. New leaves are beginning to emerge, which is an excellent indication that they are recovering well from the recent cold stress. (Pic 10)



**13. Spanish Moss:** Multiple trees at the main entrance, heavy moss accumulation. Beginning to weigh down branches. Crews should remove excess moss as needed. (Pic 13)



**11. Palm Fire Damage:** This area still has leftover debris from the palm fire, including old piping, driplines, and trash that must be removed. Also, when will this area receive a fresh layer of pine needles? (Pic 11a>, 11b>)



**12. Irrigation Near #11:** There are several exposed and possibly cut driplines. The irrigation system needs to be inspected as soon as possible. Exposed or cut lines must be repaired, buried, or secured. Please confirm when irrigation crews are expected on-site so this can be addressed promptly.



# Lakemont Dr

**14. Opoka Entrance:** Same issue as #13, large amounts of moss debris accumulating within the ligustrums, and dropping onto the bottlebrush shrubs. The median planting bed requires detailing. (Pic 14)



**16. Large Tree – Cold Weather Damage:** The large tree in the same field as #15 has clearly suffered cold weather damage. Please ensure the following tasks are completed: Remove all Spanish moss from the canopy to reduce weight and moisture retention on weakened limbs. Limb up any low-hanging branches along the sidewalk to maintain safe pedestrian clearance and prevent potential hazards. (pic 16)



**15. Large Field (Higgins/Lakemont):** Large dead patches of turf are becoming more noticeable with each visit. This decline appears to be worsening rather than stabilizing. What is the plan for turf recovery? A clear action plan is needed, including: Identification of the cause (cold damage, disease, pests, irrigation issues, or soil conditions). Proposed recovery steps (treatments, cultural practices, or sod replacement). Timeline for corrective action. Monitoring plan to prevent further decline. (Pic 15)



**17. Loropetalum:** During my inspection, I did see that the loropetalum shrubs are flowering and already have new leaves starting to bud. (Pic 17)



**18. Monument Planting Bed – Lakemont:** A large tuft of ornamental grass is no longer rooted in the ground and is now sitting on top of the soil. Action Required:...(Nxt Pg)

# Lakemont Dr, Hudson Ave, Opopka St

**(#18 Cont.)**.... Remove the loose ornamental grass tuft. Detail the planting bed, clearing debris, edge all bed lines to restore clean, defined borders and improve overall appearance. (Pic 18)



## 20. **Schefflera Shrubs – Freeze Damage:**

Throughout the property, nearly all of the Schefflera shrubs have been heavily damaged by the recent freezing temperatures. Although they currently look unsightly, do not trim them at this time. I strongly recommend leaving all damaged growth in place until at least mid-March. This old growth provides protection to the plant's living tissue and helps prevent further cold injury. Once warmer weather stabilizes, crews can trim back the dead material and shape the shrubs for recovery.

## 21. **Crinum Lilies – Freeze Damage:**

The Crinum lilies are exhibiting the typical symptoms of freeze damage. Because their leaves have a naturally soft, fleshy texture, they tend to collapse, turn brown, and appear withered after exposure to freezing temperatures. Just like the other cold-sensitive plants on site, leave all damaged foliage in place until at least mid-March. This protects the plant's crown and prevents additional stress if another cold snap occurs. Once temperatures stabilize, the dead foliage can be safely removed, and the lilies should begin pushing fresh new growth.

**19. Same Area as Above:** The alliums can be cut back at anytime. They are very winter hardy and can be cut to the ground. Next detailing day identify the area and trim the stocks for the onions. (Pic 19a, 19b>)

**22. Opoka & Hudson:** It appears that at the Opoka and Hudson area, the crew may have attempted to break down fallen.... **(Nxt Pg)**



# Opopka St

**(#22 Cont.)**.... branches by running over them with a mower. Pick up all larger branches before or after mowing to prevent equipment damage and maintain a clean appearance. Rake the smaller stems and chips back into the planting beds where they can decompose naturally and help replenish organic matter. (Pic 22)



**23. Palm Debris:** The palm boots that have fallen need to be cleaned up on the next visit. These should be removed from the beds and turf areas to maintain a clean appearance and prevent buildup around the palm bases. (Pic 23)



**24. Opoka Entrance Planting Beds:** The front planting beds at the Opoka entrance have wild geranium beginning to spread. This invasive growth needs to be removed before it overtakes the shrubs and groundcover. (Pic 24)



**25. Cypress Trees – Moss Removal:** The cypress trees near the large Wetland (C) need to be de-mossed soon. With leaf-out approaching, it is important to clear the canopy (up to 15 feet) to reduce weight, improve air flow, ensure the trees can push healthy new growth, and promote a fuller, healthier canopy. (Pic 25)



## **Tab 2**

## **Lakeside Cdd weekly report**

**January 19, 2026:**

- Update message boards
- Collect trash on Hudson Avenue and entranceways in Lakemont and Apopka
- Collect broken branches on Lakemont and Higgins

**January 20, 2026:**

- Contact Darryl about vehicles on Lakemont and Newport Shores
- Collect branches on Seabridge Drive
- Repair tire ruts on Seabridge Drive

**January 21, 2026:**

- Measure Lakeside wall for new rope lights
- Collect a discarded trashcan at the Opopka entranceway
- Update message boards

**January 22, 2026:**

- Collect trash in the wetland E and pond 10

**January 23, 2026:**

- Adjust light at Opopka entrance
- Collect trash along Pond 6
- Replace lid on Crest Lake Drive dog waste station

**January 24, 2026:**

- Collect trash along Pond 8
- Empty Dog waste stations
- Clean utility vehicle

## **Tab 3**



# Quarterly Compliance Audit Report

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## Lakeside

**Date:** December 2025 - 4th Quarter

**Prepared for:** Matthew Huber

**Developer:** Rizzetta

**Insurance agency:**



**Preparer:**

Susan Morgan - *SchoolStatus Compliance*

*ADA Website Accessibility and Florida F.S. 189.069 Requirements*

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# Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

## Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



### ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



## Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

## Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.\* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

\* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



# ADA Website Accessibility

Result: **PASSED**

## Accessibility Grading Criteria

Passed	Description
Passed	<b>Website errors*</b> 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	<b>Keyboard navigation</b> The ability to navigate website without using a mouse
Passed	<b>Website accessibility policy</b> A published policy and a vehicle to submit issues and resolve issues
Passed	<b>Color contrast</b> Colors provide enough contrast between elements
Passed	<b>Video captioning</b> Closed-captioning and detailed descriptions
Passed	<b>PDF accessibility</b> Formatting PDFs including embedded images and non-text elements
Passed	<b>Site map</b> Alternate methods of navigating the website

\*Errors represent less than 5% of the page count are considered passing

\*\*Error reporting details are available in your Campus Suite Website Accessibility dashboard



# Florida F.S. 189.069 Requirements

Result: **PASSED**

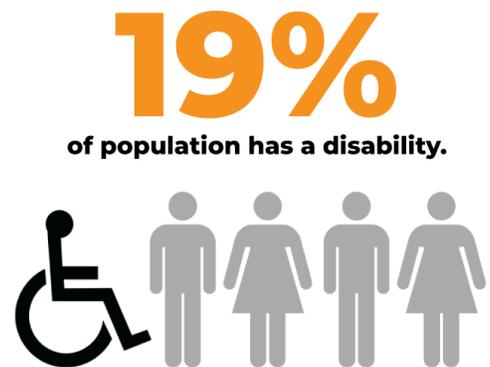
## Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
Passed	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

# Accessibility overview

## Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



Sight, hearing, physical, cognitive.

## The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



# ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



## Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

*Contract checker:* <http://webaim.org/resources/contrastchecker>



## Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



## Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

*Helpful article:* <http://webaim.org/techniques/alttext>



## Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

**Helpful article:** [www.nngroup.com/articles/keyboard-accessibility](http://www.nngroup.com/articles/keyboard-accessibility)

**Helpful article:** <http://webaim.org/techniques/skipnav>



## Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

**Helpful article:** <http://webaim.org/techniques/sitetools/>



## Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

**Helpful article:** <http://webaim.org/techniques/tables/data>



## **Making PDFs accessible**

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

*Helpful articles:* <http://webaim.org/techniques/acrobat/acrobat>



## **Making videos accessible**

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

*Helpful article:* <http://webaim.org/techniques/captions>



## **Making forms accessible**

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

*Helpful article:* <http://webaim.org/techniques/forms>



## **Alternate versions**

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



## **Feedback for users**

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



## **Other related requirements**

### ***No flashing***

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

### ***Timers***

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

### ***Fly-out menus***

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

### ***No pop-ups***

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

# Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

# Tab 4

## AGREEMENT FOR EROSION REPAIR SERVICES

THIS AGREEMENT (the “**Agreement**”) is made and entered into this 17<sup>th</sup> day of February 2026, by and between the following:

**LAKESIDE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Pasco County, Florida, with a mailing address of c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “**District**”); and

**BLUE WATER AQUATICS, INC.**, a Florida corporation, whose mailing address is 5119 State Road 54, New Port Richey, Florida 34652 (the “**Contractor**,” and together with the District, the “**Parties**”).

### RECITALS

**WHEREAS**, the District was established pursuant to Chapter 190, Florida Statutes, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to, stormwater management improvements; and

**WHEREAS**, the District has a need to retain an independent contractor to provide the labor and materials necessary to provide erosion repair services for Pond 8 (the “**Pond**”), as more particularly described in **Exhibit A** (the “**Work**”), attached hereto and incorporated herein by reference; and

**WHEREAS**, Contractor represents that it is licensed, qualified and capable of providing the erosion repair services, and desires to contract with the District to do so in accordance with the terms of this Agreement and the District is amenable to the same; and

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

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

**SECTION 1. 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.**

- A.** Contractor agrees to provide the items, labor and materials necessary for the provision of erosion repair services for the Pond in accordance with the terms of this Agreement and **Exhibit A**, which is incorporated herein by reference. Specifically, the duties, obligations, and responsibilities of Contractor are to provide the materials, equipment, services, and supervision necessary to perform the Work.

- B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. While providing the Work, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work. Contractor shall use industry best practices and procedures when carrying out the Work.
- C. This Agreement grants to Contractor the right to enter the lands owned by the District 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 Work. For those lands that are not owned by the District, but that are nevertheless necessary for Contractor to access to effectuate the terms of this Agreement, the District agrees to procure the necessary authorizations for Contractor's ingress and egress to the Pond. Prior to the provision of the Work by Contractor, Contractor shall coordinate with the District as to the proper route for ingress and egress to the Pond.
- D. Contractor shall perform all Work in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to the District, the District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Work.
- E. Contractor shall report directly to the District's Engineer ("**Engineer**"), who shall serve as the District's representative. All Work shall be scheduled and coordinated with the Engineer.
- F. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to complete repair of any damage resulting from Contractor's activities within twenty-four (24) hours in instances affecting health, safety or welfare, and otherwise within five (5) calendar days.
- G. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to Contractor and may be applied as an offset to the final payment to Contractor.
- H. Contractor shall not utilize subcontractors for any portion of the Work without express consent from the District. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to the District to perform and

complete the Work in accordance with this Agreement.

**SECTION 3. COMPENSATION.**

- A. The District agrees to pay Contractor a total amount not to exceed **Fifteen Thousand Dollars and 00/100 Cents (\$15,000.00)** (“**Compensation**”) for the Work as identified in **Exhibit A**. An initial deposit of Four Thousand, Two Hundred Forty-Five Dollars and Sixty-Three Cents (\$4,245.63) shall be invoiced upon the execution of this Agreement, and the remaining Compensation shall be invoiced upon final completion and acceptance of the Work by the District. Contractor shall invoice the District for the Work actually performed. Such amounts include all equipment, materials, and labor for full execution of the Work. Contractor shall maintain records conforming to usual accounting practices.
- B. All payments and invoices shall be subject to Florida’s Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*, and the District’s adopted *Prompt Payment Policies and Procedures*. The invoice shall contain, at a minimum, the District’s name, Contractor’s name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each, the timeframe within which the Work was provided, and the address or bank information to which payment is to be remitted.
- C. If the District should desire additional services, Contractor agrees to negotiate in good faith to undertake such additional work or services. However, no additional services shall be provided by Contractor prior to the Parties’ successful negotiations of the additional terms and compensation. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. Contractor shall be compensated for such agreed upon additional services upon mutual terms agreeable to the Parties and agreed to in writing.
- D. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen’s Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**SECTION 4. ACCEPTANCE OF THE WORK.** Upon completion of the Work, Contractor shall notify the Engineer in writing via email to Brad Foran at [bforan@lighthouseenginc.com](mailto:bforan@lighthouseenginc.com) that the Work has been completed. If the Engineer determines there are deficiencies in the Work, the

Engineer shall notify Contractor of such deficiencies and the deficiencies shall be promptly remedied by Contractor. Upon determination by the Engineer that all deficiencies have been remedied, the Work shall be deemed to be accepted.

**SECTION 5. TERM AND TERMINATION.**

- A. *Term.*** This Agreement shall become effective as of the date first written above and shall terminate upon completion of the Work set forth herein and described in any amendment hereto, unless terminated in accordance with the terms of this Agreement.
- B. *Termination.*** The District agrees that Contractor may terminate this Agreement for cause by providing thirty (30) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. The District shall provide fifteen (15) days' written notice of termination without cause. Upon any termination of this Agreement, and as Contractor's sole and exclusive remedy for any termination hereunder, Contractor shall be entitled to payment for all Work rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against Contractor.

**SECTION 6. WARRANTY.** Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all Work and materials shall be of good quality, free from faults and defects. Contractor shall assign to all manufacturer warranties for materials purchased for purposes of this Agreement to the District upon completion of the Work. Contractor hereby warrants all services and workmanship for one (1) year from acceptance of the Work, provided that this warranty shall not apply to damages caused by acts of God or interference by third parties. Neither final acceptance of the Work, nor final payment therefore, nor any provision of this Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the Work provided under this Agreement are found to be defective, deficient or not in accordance with the Agreement, including specifically all design services contemplated and/or provided hereunder, Contractor shall correct, remove and/or replace such services and/or materials promptly after receipt of a written notice from the District and to correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District such that the District receives the maximum benefit of the completed Work contemplated by this Agreement.

Contractor hereby covenants to the District that it shall perform the services necessary to complete the Work: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product

of Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

**SECTION 7. INSURANCE.**

**A.** Contractor, and any subcontractor performing the Work described in this Agreement, shall, at its own expense, maintain insurance during the performance of the Work 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
<i>Property Damage (including contractual)</i>	\$1,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

**B.** The District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, “**Additional Insureds**”) shall be named as additional insured parties on the Commercial General Liability and Automobile Liability policies. Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement prior to commencing the Work. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, shall be considered primary and non-contributory with respect to the Additional Insureds, and shall be endorsed to provide for a waiver of underwriter’s rights of subrogation in favor of the Additional Insureds.

**C.** If Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

**SECTION 8. INDEMNIFICATION.**

**A.** To the fullest extent permitted by law, and in addition to any other obligations of Contractor under this Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, “**Indemnitees**”), from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused, in part or in whole, by (i) the negligent, reckless,

or intentionally wrongful misconduct of Contractor, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Work, (ii) Contractor's performance of, or failure to perform, Contractor's obligations pursuant to this Agreement or any Work or Contractor's performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by Contractor in this Agreement or any Work.

- B. To the extent a limitation is required by law, the obligations under this section shall be limited to no more than One Million Dollars (\$1,000,000.00), which amount the District and Contractor agree bears a reasonable commercial relationship to this Agreement. Nothing in this section is intended to waive or alter any other remedies that the District may have as against Contractor.
- C. 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 (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. Nothing in this Agreement is intended to waive or alter any other remedies that the District may have as against Contractor. The provisions of this Section 8 are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of this Section 8 survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.
- D. Contractor shall ensure that all subcontracts related to the Work include this section for the benefit of the Indemnitees.

**SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION.** In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its

employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

**SECTION 10. LIENS AND CLAIMS.** Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 11. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in section 768.28, *Florida Statutes*, or other 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 12. NO THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal Parties herein 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 13. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The Parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

**SECTION 14 AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. Except as otherwise provided herein and to the extent that any provisions of **Exhibit A** conflict with provisions of this Agreement, this Agreement shall control.

**SECTION 15. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

**SECTION 16. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 17. NOTICES.** All notices, requests, consents and other communications under this Agreement (each, a “**Notice**” and collectively, “**Notices**”) shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent overnight delivery service, to the Parties, as follows:

**A. If to the District:** Lakeside Community Development District  
c/o Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614  
Attn: District Manager

**With a copy to:** Kilinski | Van Wyk PLLC  
517 East College Avenue  
Tallahassee, Florida 32301  
Attn: Lakeside CDD, District Counsel

**B. If to Contractor:** Blue Water Aquatics, Inc.  
5119 State Road 54  
New Port Richey, Florida 34652  
Attn: CHRIS THOMPSON

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 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 in this Agreement.

**SECTION 18. ENFORCEMENT OF AGREEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. If either party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 19. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Pasco County, Florida.

**SECTION 20. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Rizzetta & Company, Inc.** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, 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 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 Contractor, 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 994-1001, DARRYL@RIZZETTA.COM, OR AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.**

**SECTION 21. 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 22. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 23. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**SECTION 24. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**SECTION 25. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 26. COMPLIANCE WITH E-VERIFY.** Contractor shall comply with and perform all applicable provisions of section 448.095, *Florida Statutes*. Accordingly, 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 and shall comply with all requirements of section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 27. FOREIGN INFLUENCE.** Contractor understands that under section 286.101, *Florida Statutes*, that Contractor must disclose any current or prior interest, any contact with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

**SECTION 28. SCRUTINIZED COMPANIES STATEMENT.** In accordance with section 287.135, *Florida Statutes*, Contractor represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify the District. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

**SECTION 29. ANTI-HUMAN TRAFFICKING.** Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit in compliance with section 787.06(13), *Florida Statutes*, and acknowledges that if Contractor refuses to sign said affidavit, the District may terminate this Agreement immediately.

**SECTION 30. PUBLIC ENTITY CRIMES.** Contractor represents that in entering into this Agreement, Contractor has not been placed on the convicted vendor list as described in section 287.133(3)(a), *Florida Statutes*, within the last thirty-six (36) months and, if Contractor is placed on the convicted vendor list, Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

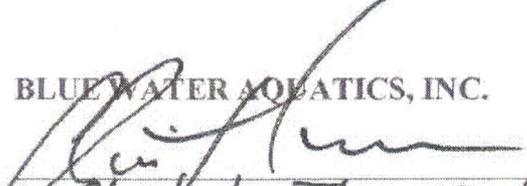
**SECTION 31. CONSTRUCTION DEFECTS. CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective on the day and year first written above.

**LAKESIDE COMMUNITY  
DEVELOPMENT DISTRICT**

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

**BLUE WATER AQUATICS, INC.**

  
By: Christopher Thompson  
Its: President

**Exhibit A: Contractor's Proposal**

**EXHIBIT A**  
**Contractor's Proposal**



**Special Service  
Agreement**

This Special Service Agreement, dated February 2, 2026, is made between Blue Water Aquatics, Inc. (hereinafter "Blue Water Aquatics") located at 5119 State Road 54, New Port Richey, FL 34652, and Lighthouse Engineering, Inc. (hereinafter the "Customer"), 701 Enterprise Rd. East, Suite 410, Safety Harbor, FL 34695.

**Project Site:** Hudson, FL

**Recommend:** We propose excavating the mitered end and the main pipe back to the source of failure. The failure point will be addressed as directed by engineering (hydraulic cement, pipe removal and replacement). The headwall/mitered will be evaluated for reuse. This proposal includes minor forming and cement work to address small failure points. We will supply up to 20 cubic yards of fill.

**Contract Term:** This Agreement is for a one-time service as described herein. Any additional services will be provided only upon additional terms as agreed by the parties in writing.

**General Conditions:** Blue Water Aquatics will provide the following materials and services:

1. Remove and inspect prefabricated concrete headwall/mitered end. Eval for reuse.
2. Inspection and adjustment of the existing stormwater pipe. Replace socket gasket if needed.
3. Re-grading and vibratory compaction of subgrade soils. Add 57 rock, grout, and shell as needed. Mirafi geotextile as needed.
4. Replace and adjust the existing headwall/mitered end on top of a firm, level foundation. Hydraulic cement collar on the bell/socket connection.
5. Installation of geotextile fabric and limestone riprap apron for erosion control. Riprap apron length 2.5x pipe diameter.

**NOT included:** New headwall/mitered end, main pipe, more than 20 cubic yards of fill.

**Contract Costs:** Customer agrees to pay Blue Water Aquatics, Inc. the following amount for these specific services.

<b>TOTAL COST OF PROJECT:</b>	<b>\$8,491.27</b>
-------------------------------	-------------------

*The above price is effective for ninety (90) days from the date of this proposal. 50% deposit required 3 weeks from scheduled start date. Balance due upon satisfactory completion as determined by the CDD engineer.*



**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

I, Christopher Thompson as President, on behalf of Blue Water Aquatics, Inc., a Florida corporation (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following actions:
  - (a) Using or threatening to use physical force against any person;
  - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
  - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - (e) Causing or threatening to cause financial harm to any person;
  - (f) Enticing or luring any person by fraud or deceit; or
  - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Blue Water Aquatics, Inc.

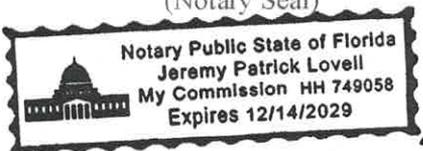
By: *Christopher Thompson*  
 Name: Christopher Thompson  
 Title: President  
 Date: 2-17-2026

STATE OF FLORIDA  
COUNTY OF PASCO

SWORN TO AND SUBSCRIBED before me  physical presence or  remote notarization by Christopher Thompson as President, of Blue Water Aquatics, Inc., who is  personally known to me or  who produced Drivers License as identification this 17 day of February, 2026.  
T449-253-95-000-00

Notary Public

(Notary Seal)



**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

I, \_\_\_\_\_, as \_\_\_\_\_, on behalf of Blue Water Aquatics, Inc., a Florida corporation (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following actions:
  - (a) Using or threatening to use physical force against any person;
  - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
  - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - (e) Causing or threatening to cause financial harm to any person;
  - (f) Enticing or luring any person by fraud or deceit; or
  - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

**Blue Water Aquatics, Inc.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me  physical presence or  remote notarization by \_\_\_\_\_, as \_\_\_\_\_, of Blue Water Aquatics, Inc., who is  personally known to me or  who produced \_\_\_\_\_ as identification this \_\_\_\_ day of \_\_\_\_\_, 2026.

(Notary Seal)

\_\_\_\_\_  
Notary Public

# Tab 5

**RESOLUTION 2026-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKESIDE COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED AND RESTATED RULES RELATING TO PARKING AND PARKING ENFORCEMENT.**

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

**WHEREAS**, the Board of Supervisors of the District (“Board”) is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, Florida Statutes.

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

**SECTION 1.** The Board intends to adopt *Amended and Restated Rules Relating to Parking and Parking Enforcement* (the “Rule”). A proposed copy of the Rule is attached hereto as **Exhibit A**. The District will hold a public hearing on the Rule at a meeting of the Board to be held on \_\_\_\_\_, 2026, at \_\_:00 a./p.m. at the Lakeside Amenity Center, 13739 Lakemont Drive, Hudson, Florida 34669.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes* and all prior actions taken for the purpose of publishing notice are hereby ratified.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 4th day of March 2026.

ATTEST:

**LAKESIDE COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Amended and Restated Rules Relating to Parking and Parking Enforcement

## **Tab 6**

**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 and closed shade session of the Board of Supervisors of the Lakeside Community Development District was held on **Wednesday, February 4, 2026, at 6:00 p.m.** at the Lakeside Amenity Center, located at 13739 Lakemont Drive, Hudson, FL 34669.

**Present and constituting a quorum:**

Gordon Dexter	Board Supervisor, Assistant Secretary
Charles Wood	Board Supervisor, Assistant Secretary
Barbara Callahan	Board Supervisor, Assistant Secretary
Linda Ramlot	Board Supervisor, Chair
Christina Brooks	Board Supervisor, Vice Chair

**Also Present:**

Daryl Adams	District Manager, Rizzetta & Company
Grace Rinaldi	District Counsel, Kilinski Van Wyk
Amiee Brodeen	- Landscape Inspection Specialist, Rizzetta & Company
Alex Solano	Representative Aquatic Weed Control (Via Conference Call)
Jeff King	Representative, Pine Lake
Megan Birnholz- Couture	
Kendall Hahn	Representative, MBS Capital Markets
Brod Foran	District Engineer, Lighthouse

Audience Present

**FIRST ORDER OF BUSINESS**

**Called to Order**

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

**SECOND ORDER OF BUSINESS**

**Audience Comments on Agenda Items**

There was no comment at this time.

**THIRD ORDER OF BUSINESS**

**STAFF REPORTS**

**A. District Engineer**

On a Motion by Mr. Dexter, seconded by Ms. Brooks, with all in favor, the Board of Supervisors approved the Blue Water Aquatic Pond 8 Erosion Proposal in an amount not to exceed \$15,000, with District Counsel to draft the agreement. Brad will be on site during the project and will provide a revised proposal including maps and detailed project locations., Lakeside Community Development District.

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**1.Consideration of Scope of Work for Erosion Remediation Project**

On a Motion by Ms. Ramlot, seconded by Mr. Dexter, with all in favor, the Board of Supervisors approved RFP for Scope of Work for Erosion Remediation Project, Lakeside Community Development District.

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**B. AWC Waterway Inspection Report**

Mr. Solano reviewed his report.

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**C. Landscape Inspection Report**

Ms. Brodeen reviewed her report.

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**D. Pine Lake Landscape/Irrigation Inspection Report**

Mr. King requested that Mr. Adams approve the annual proposals, and the warranty will begin tomorrow.

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**E. Maintenance Report**

The Board requested that Mr. Adams take no action regarding the bees and directed the District Engineer to inspect the property for any items that may be located on District property.

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**F. District Counsel**

Ms. Rinaldi provided her updates and reviewed her discussions with Meadow Oaks Counsel. Meadow Oaks will be conducting a field inspection, which Ms. Palmer (District Engineer) is coordinating. She is also working on the maintenance agreement with the County.

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**G. District Manager**

**1. Presentation of District Managers' Report and Monthly Financials**

Mr. Adams reminded the Board that the next meeting was scheduled for March 11, at 9:00 a.m. at the Lakeside Amenity Center.

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**FOURTH ORDER OF BUSINESS**

**BUSINESS ITEMS**

**A. Discussion of 2026-2027 Budget**

The Board scheduled the Budget Workshop for April 21, 2026, at 10:00 a.m. The Board requested that the Towing Policy discussion be added to next month's agenda.

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**B. Discussion of Holiday Decorations**

The Board requested that Pete provide design options.

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**C. Discussion Regarding Towing Policies and Procedures**

The Board tabled the meeting until the following month.

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**D. Consideration of Resolution 2026-05 - Approving RFP Notice and Evaluation Criteria for Erosion Repair Project**

On a Motion by Ms. Ramlot, seconded by Ms. Brooks, with all in favor, the Board of Supervisors approved Resolution 2026-05 - Approving RFP Notice and Evaluation Criteria for Erosion Repair Project, for the Lakeside Community Development District.

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**E. Consideration of Resolution 2026-06; Authorizing Spending Authority**

On a Motion by Ms. Brooks, seconded by Ms. Ramlot, with all in favor, the Board of Supervisors approved Resolution 2026-06; Authorizing Spending Authority, for the Lakeside Community Development District.

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**F. Consideration of Resolution 2026-07; Adopting Bonus Policy**

On a Motion by Ms. Ramlot, seconded by Mr. Wood, with all in favor, the Board of Supervisors approved Resolution 2026-07; Adopting Bonus Policy, for the Lakeside Community Development District.

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**G. Consideration of MBS Capital Markets Underwriting Services Agreement**

On a Motion by Ms. Brooks, seconded by Ms. Ramlot, with all in favor, the Board of Supervisors approved the MBS Capital Markets Underwriting Services Agreement, for the Lakeside Community Development District.

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**FIFTH ORDER OF BUSINESS**

**BUSINESS ADMINISTRATION**

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**A. Consideration of Minutes of the Board of Supervisor Shade Session January 7, 2026 and Consideration of Minutes of the Board of Supervisor Meeting January 7, 2026**

On a Motion by Ms. Brooks, seconded by Ms. Ramlot, with all in favor, the Board of Supervisors approved the January 7, 2026, minutes, as amended by District Counsel, for Lakeside Community Development District.

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**C. Consideration of Operation & Maintenance Expenditures December 2025**

On a Motion by Mr. Wood, and seconded by Mr. Dexter, with all in favor, the Board of Supervisors ratified December 2025 (\$135,173.92) Operation and Maintenance Expenditures, as discussed, for the Lakeside Community Development District.

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**SIXTH ORDER OF BUSINESS**

**(Closed Shade Session)  
BUSINESS ITEMS**

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**A. Discussion of CDD Video Camera**

The Board discussed the CDD Video Cameras.

On a Motion by Ms. Brooks, seconded by Ms. Ramlot, with all in favor, the Board of Supervisors approved the quote received for \$3,500 for cameras, for the Lakeside Community Development District.

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113 The Board requested that Mr. Adams contact Pasco County to determine whether the  
114 County would be agreeable to utilizing the District's camera and whether it would be willing  
115 to enter into a cost-share agreement.

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117 Closed shade session at 8:05pm

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119 **SEVENTH ORDER OF BUSINESS** **Supervisor Requests and Audience**  
120 **Comments**

121 Supervisor Brooks requested that the maintenance schedule discussion be added to the  
122 next agenda.

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124 Supervisor Ramlot requested staff to check on the missing stones and to install "No  
125 Motorized Vehicle" signage in the wetlands area, and to have JPED placed on the agenda.

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127 The Board requested that Mr. Adams contact SWFWMD regarding mowing of the  
128 wetlands.

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130 **EIGHTH ORDER OF BUSINESS** **Adjournment**

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132 Mr. Adams stated that if there were no more business to come before the Board of  
133 Supervisors, then a motion to adjourn would be in order.

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On a Motion by Ms. Brooks, and seconded by Ms. Ramlot, with all in favor, the Board of Supervisors adjourned the meeting at 8:22 p.m., for the Lakeside Community Development District.

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Secretary/Assistant Secretary

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Chair/Vice Chairman