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

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5 *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*
6 *person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is*
7 *to be based.*
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10 The regular meeting of the Board of Supervisors of Lakeside Community Development
11 District was held on **Wednesday, April 26, 2017 at 11:04 a.m.** at the office of Rizzetta &
12 Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.
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14 Present and constituting a quorum:

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16 Jacqueline Torr **Board Supervisor, Chairman**
17 Lee Thompson **Board Supervisor, Assistant Secretary**
18 Brenda Myers **Board Supervisor, Assistant Secretary**
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20 Also Present:

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22 Bob Memoli **Board Supervisor, Assistant Secretary**
23 *(via conference call)*
24 Katie Buchanan **District Counsel, Hopping Green & Sams**
25 *(via conference call)*
26 Angel Montagna **District Manager, Rizzetta & Company, Inc.**
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28 **FIRST ORDER OF BUSINESS**

Call to Order

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30 Ms. Montagna called to order and performed roll call continuing a quorum for the
31 meeting.
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33 **SECOND ORDER OF BUSINESS**

Audience Comments on Agenda Items

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35 There were no audience members present.
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37 **THIRD ORDER OF BUSINESS**

**Consideration of Recommendation of the
Audit Committee for Audit Proposal
Instructions and Evaluation Criteria**

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41 Ms. Montagna stated that the audit committee had met immediately prior to the Board
42 meeting and had recommended approval of the audit proposal instructions and audit evaluation
43 criteria as presented.
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On a Motion by Mr. Thompson, seconded by Mr. Memoli, with all in favor, the Board of Supervisors accepted the Audit Committee's recommendation for the audit proposal instructions and evaluation criteria for the Lakeside Community Development District.

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48 **FOURTH ORDER OF BUSINESS**

**Presentation of Fiscal Year 2017/2018
Proposed Budget**

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51 Ms. Montagna presented the fiscal year 2017/2018 proposed budget. She reviewed the line
52 items of the proposed budget with the Board. Discussion ensued. Some adjustments were made to
53 the proposed budget. Ms. Montagna stated that she would make the requested changes.

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55 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2017-07,
Approving Fiscal Year 2017/2018
Proposed Budget and Setting the Public
Hearing on the Final Budget**

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60 Ms. Montagna presented and reviewed Resolution 2017-07, Approving Fiscal year
61 2017/2018 Proposed Budget and Setting the Public Hearing on the Final Budget.

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On a Motion by Mr. Memoli, seconded by Mr. Thompson, with all in favor, the Board of Supervisors approved Resolution 2017-07, Approving Fiscal Year 2017/2018 Proposed Budget as amended and Setting the Public Hearing for June 28, 2017 at 5:00 p.m. at the office of Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 for the Lakeside Community Development District.

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64 **SIXTH ORDER OF BUSINESS**

**Consideration of the Minutes of the Board
of Supervisors' Meeting held on February
22, 2017**

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68 Ms. Montagna presented the minutes from the Board of Supervisors' meeting held on
69 February 22, 2017.

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On a Motion by Ms. Torr, seconded by Mr. Thompson, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held on February 22, 2017 as presented for the Lakeside Community Development District.

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72 **SEVENTH ORDER OF BUSINESS**

**Consideration of Operation &
Maintenance Expenditures for February
and March 2017**

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On a Motion by Ms. Torr, seconded by Ms. Myers, with all in favor, the Board of Supervisors approved the Operation & Maintenance Expenditures for February (\$19,859.97) and March 2017

(\$18,037.28) as presented for the Lakeside Community Development District.

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EIGHTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Buchanan presented a Work Authorization from Florida Design Consultants to perform a site examination for traffic control devices so that the District can enter into a Traffic Enforcement Agreement with the Pasco County Sheriff's Department.

On a Motion by Mr. Thompson, seconded by Ms. Torr, with all in favor, the Board of Supervisors approved the Florida Design Consultants' Work Authorization for a Site Examination of the Traffic Control Devices for the Lakeside Community Development District.

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B. District Engineer

Not present.

C. District Manager

Ms. Montagna noted the next regularly scheduled meeting will be held on May 31, 2017 at 5:00 p.m. She stated that the final budget meeting and the second audit committee meeting would be held on June 28, 2017 at 11:00 a.m.

NINTH ORDER OF BUSINESS

Supervisor Requests

Ms. Montagna asked if there were any Supervisor requests. There were none.

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TENTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Thompson, seconded by Ms. Torr, with all in favor, the Board of Supervisors adjourned the meeting at 11:45 a.m. for the Lakeside Community Development District.

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Secretary/Assistant Secretary


Chairman/Vice Chairman

Exhibit A

Exhibit "A"

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 24th day of April, 2017 by and between FLORIDA DESIGN CONSULTANTS, INC. (FDC), 3030 Starkey Boulevard, New Port Richey, FL 34655 Phone: 727-849-7588 Fax: 727-848-3648 and Lakeside Community Development District, 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 Phone: 813-994-1001 ("CLIENT") on the terms and conditions listed below and Page 2 of 2 of this Agreement for Professional Services.

Project Name: Lakeside

FDC Project No.: TBD

FDC Agreement No.: 17-072

Name and Address of Record Owner of Property (if not CLIENT): _____

Legal Description of Property: 438 acres (mol) on the south side of Hudson Avenue approximately 1 1/4 mile west of Hayes Road

Sections 34 & 35 Township 24 South Range 17 East

Description of Services to be Performed: See Attachment "A" - Scope of Services

I. FEE:

The fee for providing the requested service shall be: (A) (B) (C)

- (A) A Lump Sum Charge of See Attachment "B" - Method of Compensation
- (B) A Time Charge Hourly Rates/Budget Estimate Amount of See Attachment "B" - Method of Compensation
- (C) A Time and Material Charge utilizing current hourly rates (attached).

Note: Hourly rates outlined in this Agreement are subject to change on January 1st of each year.

In addition, the CLIENT will be responsible for out-of-pocket expenses attributable to the project, which will be charged at cost plus a 15% administrative charge. Typical out-of-pocket expenses include travel, long distance toll calls, printing and reproduction costs, permit and processing fees, costs associated with outside consultants and other similar costs.

CLIENT: **LAKESIDE COMMUNITY DEVELOPMENT DISTRICT** **FLORIDA DESIGN CONSULTANTS, INC.**

SIGNED:  SIGNED: 

PRINTED NAME: Jacqueline Torr TYPED NAME: **Paul E. Skidmore, P.E.**

TITLE: Chairman TITLE: **Senior Vice President**

DATE: 4-26-17 DATE: 4-24-17

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PROVISIONS

1. ACCEPTANCE:

Execution of this Agreement indicates that the CLIENT understands and agrees that payment for the services outlined in this Agreement will be made within thirty (30) calendar days from the invoice date for any portion of the work. If payment is not made in this manner, the CLIENT understands and agrees that, at the sole discretion of FDC, work covered in this Agreement may cease. The CLIENT hereby agrees that invoices not paid after they have been outstanding for thirty (30) calendar days shall accrue interest at 1-1/2% per month, and the CLIENT agrees to pay all collection costs, including reasonable attorneys' fees, whether legal action is brought or not.

2. AUTHORIZATION TO PROCEED:

Unless stated otherwise in the Agreement, CLIENT'S execution of this Agreement will constitute authorization for FDC to proceed with the work.

3. INDIVIDUAL LIABILITY:

PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2013) INDIVIDUAL EMPLOYEES OR AGENTS OF FDC MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

4. LIMITS OF LIABILITY:

FDC's liability for damages to the CLIENT shall not exceed, to the maximum extent permitted by law, the compensation received by FDC in accordance with this Agreement. The limitations of liability and indemnities apply whether liability arises due to breach of contract or warranty; tort, including negligence, statutory liability, or any other cause of action. This limit shall apply to the officers and employees of FDC as well as its subcontractors. The CLIENT may, at its discretion, upon payment of an additional fee, have FDC's maximum liability amount increased.

5. THIRD PARTY BENEFICIARIES:

This Agreement gives no rights, benefits, etc. to anyone other than the CLIENT and FDC and both parties agree that there are no third party beneficiaries.

6. INTERPRETATION:

This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of this Agreement shall vest in Pasco County, Florida.

7. CLIENT SUPPLIED INFORMATION:

The Client understands and agrees that unless stated otherwise within this Agreement, all information, plans, reports, data, etc. provided by the CLIENT or the CLIENT'S consultants, agents, etc. will be relied upon by FDC as being correct and accurate. FDC will not be held responsible for errors, corrections, re-work, etc. that may be required as a result of FDC's reliance upon these documents.

8. SEVERABILITY AND SURVIVAL:

In the event that any provisions of this Agreement are found to be invalid, illegal or unenforceable, the enforceability of all remaining provisions shall not be thereby impaired. Termination of this Agreement, regardless of the cause, shall have no effect on the limitation of liability or indemnities outlined in this Agreement.

9. OWNERSHIP OF DOCUMENTS:

All drawings, computations, details, design calculations, and other documents and plans prepared by FDC, pursuant to this contract will be delivered to Client electronically at the time application for payment is made to Client by FDC, and shall become the property of Client upon payment of such invoices under the terms of this agreement. Any use of such documentation other than that intended, or any modification thereof, shall be at the Client's sole risk.

**ATTACHMENT "A" – SCOPE OF SERVICES
LAKESIDE
FDC PROPOSAL #17-072**

GENERAL

Florida Design Consultants, Inc. (FDC) understands that the Lakeside Community Development District (CDD) wishes to enter into a Traffic Enforcement Agreement with the Pasco County Sheriff's Department. Lakeside is a private 438-acre subdivision with its entrance off Hudson Avenue approximately 1¼ miles west of Hayes Road in Pasco County.

In order to complete this Traffic Enforcement Agreement, it is necessary to determine whether or not the traffic control devices within Lakeside meet the requirements of the Manual on Uniform Traffic Control Devices. The roadways within the subdivision of Lakeside are privately maintained by the Lakeside CDD.

The scope of services required to complete this certification is as follows:

A. SITE EXAMINATION

FDC will review the existing traffic control devices in operation within the subdivision of Lakeside. Condition of signs, pavement markings, intersection controls and traffic calming devices will be recorded and documented. A report of deviations found will be forwarded to the Lakeside CDD identifying corrections needed.

B. ENGINEER'S CERTIFICATION

Upon the completion of the traffic control devices corrections, if necessary, FDC will prepare and submit to the Pasco County Traffic Operation Division (PCTOD) a certification document signed/sealed by a professional engineer registered in the State of Florida. This certification may be used by the Lakeside CDD in their request to the PCTOD for an Enforcement Agreement.

C. SITE RE-EXAMINATION/MEETINGS

FDC shall re-review the traffic control devices after notification the deficient items have been addressed and/or attend meetings as directed by the Client. The project manager rate of \$125/hour shall apply.

ASSUMPTIONS

1. No warrant study will be required for multi-way stop intersections.
2. No traffic study required.
3. One (1) field visit proposed.

**ATTACHMENT "B" – METHOD OF COMPENSATION
LAKESIDE
FDC PROPOSAL #17-072**

METHOD OF COMPENSATION

Lump Sum Fee

The Client agrees to compensate the Consultant for the professional services called for under Attachment "A", Tasks A. and B. to this Agreement at the Lump Sum Fee as specified below.

<u>Services</u>	<u>Lump Sum Fee</u>
A. SITE EXAMINATION	\$ 900.00
B. ENGINEER'S CERTIFICATION.....	\$ 450.00
TOTAL LUMP SUM FEE.....	\$ 1,350.00

Time Charge Hourly Rates/Budget Estimate

The Client agrees to compensate the Consultant for the professional services called for under Attachment "A", Task C. to this Agreement at the Consultant's hourly rates in effect when the work is done and in accordance with the Budget Estimate as itemized below:

<u>Services</u>	<u>Budget Estimate*</u>
C. SITE RE-EXAMINATION/MEETINGS.....	\$ 800.00

***This serves as a budget fee only as the exact scope and fee cannot be determined at this time.
If this amount is not sufficient, FDC staff will inform the Client regarding the required increase.**

HOURLY RATES

FLORIDA DESIGN CONSULTANTS, INC.

CLASSIFICATION

BILLABLE RATE

Principal	\$ 185.00
Sr. Project Manager	\$ 160.00
Project Manager	\$ 125.00
Project Engineer	\$ 115.00
Sr. Field Representative	\$ 100.00

**** Rates in effect through 12/31/17 ****