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

5 *Each person who decides to appeal any decision made by the Board with respect to 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, July 25, 2018 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
19	Bob Memoli	Board Supervisor, Assistant Secretary
20		

21 Also Present:

22		
23	Angel Montagna	District Manager, Rizzetta & Company, Inc.
24	Scott Brizendine	Dir. of Financial Services, Rizzetta & Company
25	Brianne Parker	Financial Consultant, Rizzetta & Company, Inc.
26		<i>(via conference call)</i>
27	Sarah Warren	District Counsel, Hopping Green & Sams
28	Paul Skidmore	District Engineer, Florida Design Consultants
29	Lean Duffey	Trustee, US Bank
30	Cynthia Wilhelm	Bond Counsel, Nabors, Giblin & Nickerson, PA
31	Robbie Cox	Investment Banker, MBS Capital Markets, LLC
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33 **FIRST ORDER OF BUSINESS**

Call to Order

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35 Ms. Montagna called to order and performed roll call continuing a quorum for the
36 meeting.
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38 **SECOND ORDER OF BUSINESS**

Audience Comments on Agenda Items

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40 There were no audience members present.
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42 **THIRD ORDER OF BUSINESS**

**Consideration of Proposals Received for
Construction Services for Phase 1B, 2B, 4
and 6**

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46 Mr. Skidmore presented and reviewed the proposals from Burgess Civil, LLC, RIPA &
47 Associates, LLC and The Kearney Companies, LLC. He reviewed his bid comparison sheet with
48 the Board. The grand total numbers were as follows:

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50 Burgess Civil, LLC: \$3,309,803.80
51 The Kearney Companies, LLC: \$3,058,910.00
52 RIPA & Associates, LLC: \$3,488,887.00

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54 A discussion ensued.
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On a Motion by Mr. Memoli, seconded by Mr. Thompson, with all in favor, the Board of Supervisors accepted the Chairman's ranking sheet and award the contract for all phases to The Kearney Companies, LLC for the Lakeside Community Development District.

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57 **FOURTH ORDER OF BUSINESS** **Consideration of Final Supplemental**
58 **Engineer's Report**

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60 Mr. Brizendine presented and reviewed the Final Supplemental Engineer's Report. Mr. Cox
61 spoke regarding the bond structure.

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63 **FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2018-06,**
64 **Supplemental Assessment Resolution for**
65 **the Series 2018 Bonds**

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67 Ms. Warren presented and reviewed Resolution 2018-06, Supplemental Assessment
68 Resolution for the Series 2018 Bonds.

On a Motion by Ms. Torr, seconded by Mr. Memoli, with all in favor, the Board of Supervisors approved Resolution 2018-06, Supplemental Assessment Resolution for the Series 2018 Bonds for the Lakeside Community Development District.

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71 **SIXTH ORDER OF BUSINESS** **Consideration of Proposal for Holiday**
72 **Lighting**

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74 Ms. Montagna presented and reviewed the proposal for holiday lighting. The Board decided
75 to table this item for further consideration.

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77 **SEVENTH ORDER OF BUSINESS** **Consideration of the Minutes of the Board**
78 **of Supervisors' Meeting held on June 27,**
79 **2018**

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81 Ms. Montagna presented the minutes from the Board of Supervisors' meeting held on June
82 27, 2018.

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On a Motion by Mr. Memoli, seconded by Ms. Torr, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held on June 27, 2018 as presented for the Lakeside Community Development District.

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EIGHTH ORDER OF BUSINESS

Consideration of Operation & Maintenance Expenditures for May 2018

Ms. Montagna presented the operation and maintenance expenditures for May 2018.

On a Motion by Ms. Torr, seconded by Mr. Memoli, with all in favor, the Board of Supervisors approved the Operation & Maintenance Expenditures for May 2018 (\$23,920.14) as presented for the Lakeside Community Development District.

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NINTH ORDER OF BUSINESS

Staff Reports

A. District Counsel
No report.

B. District Engineer
Mr. Skidmore gave the Board an update on the trees and the dock on District property.

C. District Manager
Ms. Montagna noted the next regular meeting is scheduled for August 22, 2018 at 5:00 p.m. and the Board will be holding their public hearing on the fiscal year 2018/2019 final budget.

A discussion regarding landscape maintenance ensued. The Board decided that they would like to hold a discussion on an RFP for landscape maintenance at their next meeting.

Ms. Montagna presented the Traffic Enforcement Agreement with Pasco County. Attached as (Exhibit "A").

On a Motion by Mr. Memoli, seconded by Mr. Thompson, with all in favor, the Board of Supervisors approved the Traffic Enforcement Agreement with Pasco County as presented for the Lakeside Community Development District.

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TENTH ORDER OF BUSINESS

Supervisor Requests

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

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ELEVENTH ORDER OF BUSINESS Adjournment

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

On a Motion by Mr. Thompson, seconded by Mr. Memoli, with all in favor, the Board of Supervisors adjourned the meeting at 11:39 a.m. for the Lakeside Community Development District.

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Secretary/Assistant Secretary


Chairman/Vice Chairman

Exhibit A



PASCO COUNTY FLORIDA

OFFICE OF THE COUNTY ATTORNEY

* Florida Bar Board Certified In City, County and Local Government Law

July 12, 2018

Sarah Warren, Esquire
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301

RE: Proposed Traffic Enforcement Agreement between
Pasco County and Lakeside Community Development District

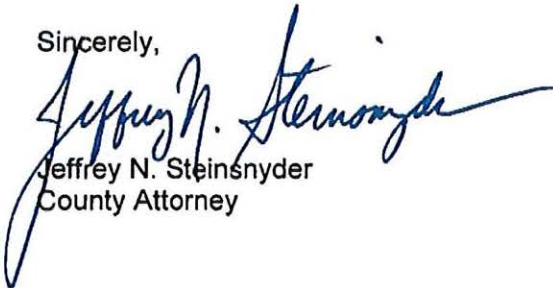
Dear Ms. Warren:

Pursuant to your request on behalf of the Lakeside Community Development District enclosed please find two (2) original agreements for signature. Please note that a sketch or layout of the Lakeside community (Phases 1A, 2A, and 5) clearly depicting the roads within the community needs to be attached as Exhibit "A". Please ensure both agreements are signed appropriately and returned to my attention.

After I receive the two agreements signed by the authorized representative of Lakeside Community Development District and approval from the Sheriff's Office of the same, the agreements will be placed on the Board of County Commissioner's agenda for Board approval. After approval by the Board, you will receive a copy of a fully executed agreement for your files.

Should you have any questions, or require further information, please do not hesitate to contact me.

Sincerely,



Jeffrey N. Steinsnyder
County Attorney

JNS/mp
Enclosures

cc: Jack H. King, P.E., Traffic Operations Manager (w/enclosure)
Lindsay Moore, General Counsel, Legal Division, Sheriff's Office (w/enclosure)

AGREEMENT BETWEEN PASCO COUNTY, FLORIDA, AND LAKESIDE
COMMUNITY DEVELOPMENT DISTRICT FOR COUNTY
EXERCISE OF TRAFFIC CONTROL JURISDICTION

THIS AGREEMENT is made and entered into by and between PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (hereinafter referred to as "COUNTY"), and LAKESIDE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized pursuant to Chapter 190, Florida Statutes; acting by and through its Board of Supervisors (hereinafter referred to as the "CDD").

WITNESSETH:

WHEREAS, Section 316.006, Florida Statutes, provides that COUNTY may exercise jurisdiction over roads owned or controlled by a special district located in the unincorporated area within its boundaries if the joining parties owning or controlling such roads provide by written agreement approved by COUNTY that COUNTY has traffic control jurisdiction over the roads encompassed by such agreement; and

WHEREAS, CDD is located within the unincorporated area of Pasco County and the roads within the district are roads owned or controlled by a special district; and

WHEREAS, CDD has experienced numerous traffic control problems, such as motorists failure to obey traffic regulations; and

WHEREAS, the COUNTY hereto has consulted the Sheriff of Pasco County regarding traffic control and enforcement within CDD pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises set forth hereinabove, the terms of which are incorporated herein, the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. COUNTY will exercise traffic control jurisdiction which regulates, warns, or guides traffic over the roads within CDD as depicted in **Exhibit "A,"** attached hereto and incorporated by reference into this Agreement.

2. The COUNTY and CDD understand and acknowledge that traffic control and enforcement shall be accomplished by the Sheriff of Pasco County (hereinafter "Sheriff") under terms and conditions consistent with the level of service provided by the Sheriff in similar geographic areas of Pasco County, Florida.

3. The exercise of jurisdiction provided for herein shall be in addition to jurisdictional authority presently exercised by COUNTY under the law and nothing in this Agreement shall be construed to limit or remove any such jurisdictional authority. Similarly, nothing herein shall be construed to obligate COUNTY in any way beyond said traffic control and enforcement.

4. The planning, scheduling, organization, direction, and supervision of the Sheriff's personnel in all matters incidental to the delivery of traffic control or enforcement shall be solely determined by and at the discretion of the Sheriff.

5. CDD shall reimburse the COUNTY and/or the Sheriff for actual costs attributed to the traffic control and enforcement, should any additional costs be incurred in performance of this Agreement.

6. CDD agrees, at its own expense, to comply with all applicable requirements for signage and traffic control and enforcement as required by Florida law, Pasco County ordinances, Florida Department of Transportation standards and all Pasco County Traffic Control Devices Certification Requirements. Specifically, CDD agrees to comply with Section 316.0745, Florida Statutes, Uniform Signals and Devices and the Manual on Uniform Traffic Control Devices. CDD agrees to comply with said requirements for all future installations and to maintain all current installations in accordance with said requirements. CDD agrees to comply with any warrant studies performed. CDD agrees within thirty (30) days of the date of notice from COUNTY to remove any multi-way stops or other installations that a study finds not to be warranted. CDD agrees not to install any new multi-way stop or other installation without prior approval of COUNTY. Certification is attached hereto as Exhibit "B" and incorporated by reference into this Agreement.

7. This Agreement will be for an initial term of one (1) year and shall be automatically renewed on an annual basis, unless otherwise terminated as provided herein.

8. This Agreement may be terminated by either party, without cause or liability, upon thirty (30) days written notice to the other party. It is explicitly noted that should the Sheriff request that the COUNTY terminate this Agreement, the COUNTY will honor that request pursuant to this paragraph.

9. This Agreement shall not be construed to constitute that the COUNTY and/or the Sheriff, or any of their respective agents, deputies, employees, officers, or representatives are agents or employees of CDD, or vice versa.

10. It is declared to be the intent of the Board of County Commissioners of Pasco County, Florida, that if any section, subsection, sentence, clause, or provision of this Agreement is held invalid, the remainder of this Agreement shall be construed as not having contained said section, subsection, sentence, clause, or provision and shall not be affected by such holding.

11. This Agreement contains the sole understanding between the parties and no modification hereby may be made except by an instrument in writing and executed in the same manner as the Agreement.

12. This Agreement shall not be assigned, or other responsibilities herein transferred, delegated, or conveyed in any manner, without the express written consent of COUNTY. The COUNTY will not provide such written consent prior to consulting with the Sheriff.

13. This Agreement shall be binding upon the parties, their heirs, assigns, and successors in interest.

14. In consideration for making and entering into this Agreement described herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CDD, by its presence, for itself and for anyone claiming by, through, or under it, respectively, does hereby fully and forever disclaim, waive, surrender, remise, release, acquit, satisfy, and discharge Pasco County, Florida, its employees, representatives, agents, commissioners, and the Pasco County Sheriff, his employees, representatives, or agents, individually, jointly and severally, from any rights, powers, prerogatives, injuries, privileges, and interests (beneficial and otherwise), claims, demands, damages, both compensatory and punitive, costs and attorney's fees, actions, causes of action, whether arising at law or in equity, arising from, in connection with, or by reason of actions and causes of action whether arising at law or in equity, arising from, in connection with, or by reason of this Agreement.

15. To the extent permitted by law without waiver of sovereign immunity in tort, CDD shall indemnify, defend, and hold harmless the COUNTY and/or the Sheriff and all of their respective officers, deputies, agents, representatives, and employees, from any claim, loss, damage, cost, charge, or expense, including attorney's fees and costs, arising out of any act, action, neglect, or omission during the performance of this Agreement or work performed thereunder, whether direct or indirect, caused by negligence of the CDD or its officers, agents, representatives, or employees. CDD'S obligation to defend and indemnify shall not be excused because of CDD'S inability to evaluate liability or because CDD evaluates liability and determines that the CDD is not liable. CDD'S obligation under this provision shall not be limited in any way to the agreed upon contract price, if any, as shown in this agreement or CDD'S limit of or lack of sufficient insurance protection.

IN WITNESS WHEREOF, the parties have caused these premises to be executed by their duly authorized representatives on this _____ day of _____, 20____.

ATTEST:
(SEAL)

PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida

Paula S. O'Neil, Ph.D.
Clerk & Comptroller

Mike Wells, Chairman

LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

Janqueline Torr
Print Name

Chair
Title

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ (title), of LAKESIDE COMMUNITY DEVELOPMENT DISTRICT, a special district, who is personally known to me (or has produced _____ as identification).

Notary Public

Printed Name
Notary Public Serial Number (if any):

Commission Expires: _____

EXHIBIT "A"
SEE ATTACHED

EXHIBIT "B"
SEE ATTACHED



Pasco County Traffic Operations Division
Traffic Studies and Inspection Record

TSIR #

Project / Road Name: Lakeside Pwd Phase 1A, 2A, 25
CIP/Work Order #: X-0114.00 Permit #:

Date: 05 / 15 / 2018 Start Time: End Time: (Use 24 Hour Format)
From: To:

- Requested By: WebQA Traffic Ops BCC Eng/Admin Public Works PSCO MPO
Reference #: Eng Insp Admin Project MGT FDOT FHP School BD
Other: PCPT Facilities Utilities

Work Request Type: Check All That Apply

- Signs New or Modify Truck/Weight Restriction School Zone or Flasher Warrants
Markings New or Modify Curve Speed School Crossing Guard Study
Subdivision / Commercial Inspection Traffic Count ADT School Traffic Control Officer Study
ROW Permit Inspection Traffic Count Class and / or Speed Traffic Signal Warrant Study
MOT/Detour Inspection Turning Movement Count Multi-way Stop Warrant Study
CIP/Prog Maint. Road Project Inspection Pedestrian Crossing Study Traffic Calming Warrant Study
Clear Sight Triangle or Sight Distance Passing/No Passing Zone Roadway Segment Evaluation
Clear Zone Clearance Crash Analysis Intersection Intersection Evaluation
Turn/Movement Restriction Crash Analysis Road Segment Public Records Request
Parking Restriction Crash Analysis Other Other (See Special Instructions)

Special Instructions: Traffic Enforcement Agreement Inspection

Work Performed Codes (X all that apply)

Grid of 27 columns and 3 rows for work performed codes.

Traffic Devices Inspection Section Inspection # [] [X] Accepted [] Rejected, see below [] No deficiencies found

- Submittal approved Submittal not approved Submittal not required
Streets are county maintained Streets are private open to public Streets are private gated
Temporary striping inspected, final inspection required following installation of thermoplastic after 30 day cure of asphalt per FDOT specifications.

Table with 4 columns: Devices Inspected, Location or Sta. #, Inspection Code on back, Remarks. Contains large handwritten 'ACCEPTED' text.

Technician Signature: Shaun WA Emp #: 10195

Technician Signature: Emp #:

Attach all forms or data collected and return to Traffic Engineering Supervisor



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

Letter of Transmittal

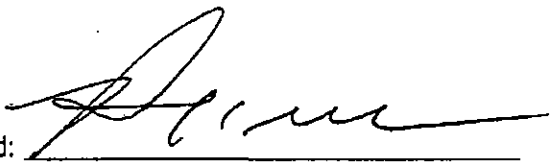
Attn:	Mike Bunk Traffic Engineering Supervisor Pasco County Traffic Operations	Date:	December 14, 2017
Address:	7536 State Street, Room 124 New Port Richey, FL 34654	Job No:	0552-0005
Re:	Lakeside PUD Phases 1A, 2A and 5	From:	Paul E. Skidmore, P.E.

Copies	Date	No.	Description
1			Approved Signage Plan
1			Listing of Traffic Signs

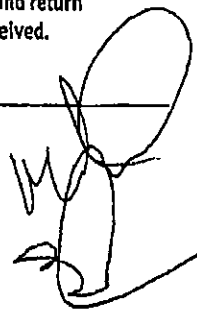
These are transmitted as checked below:

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> For Approval | <input type="checkbox"/> For Signature | <input type="checkbox"/> For Your Use |
| <input type="checkbox"/> As Requested | <input type="checkbox"/> Approved as Noted | <input type="checkbox"/> Returned Check |
| <input type="checkbox"/> For Review and Comment | <input type="checkbox"/> Other: _____ | |

Comments:
Mike,
Lakeside PUD is in the process of obtaining a Traffic Enforcement Agreement with Pasco County. One of the items required is an inspection of the existing traffic control devices. The developer has corrected all of the signs per the approved plans. Therefore, we would like to schedule an inspection of the signs for the County's approval. Can you please inform us as to when this inspection will occur so we can be there. Should you have any questions, please call me at 727-849-7588, or email me at pskidmore@fldesign.com.

Signed: 

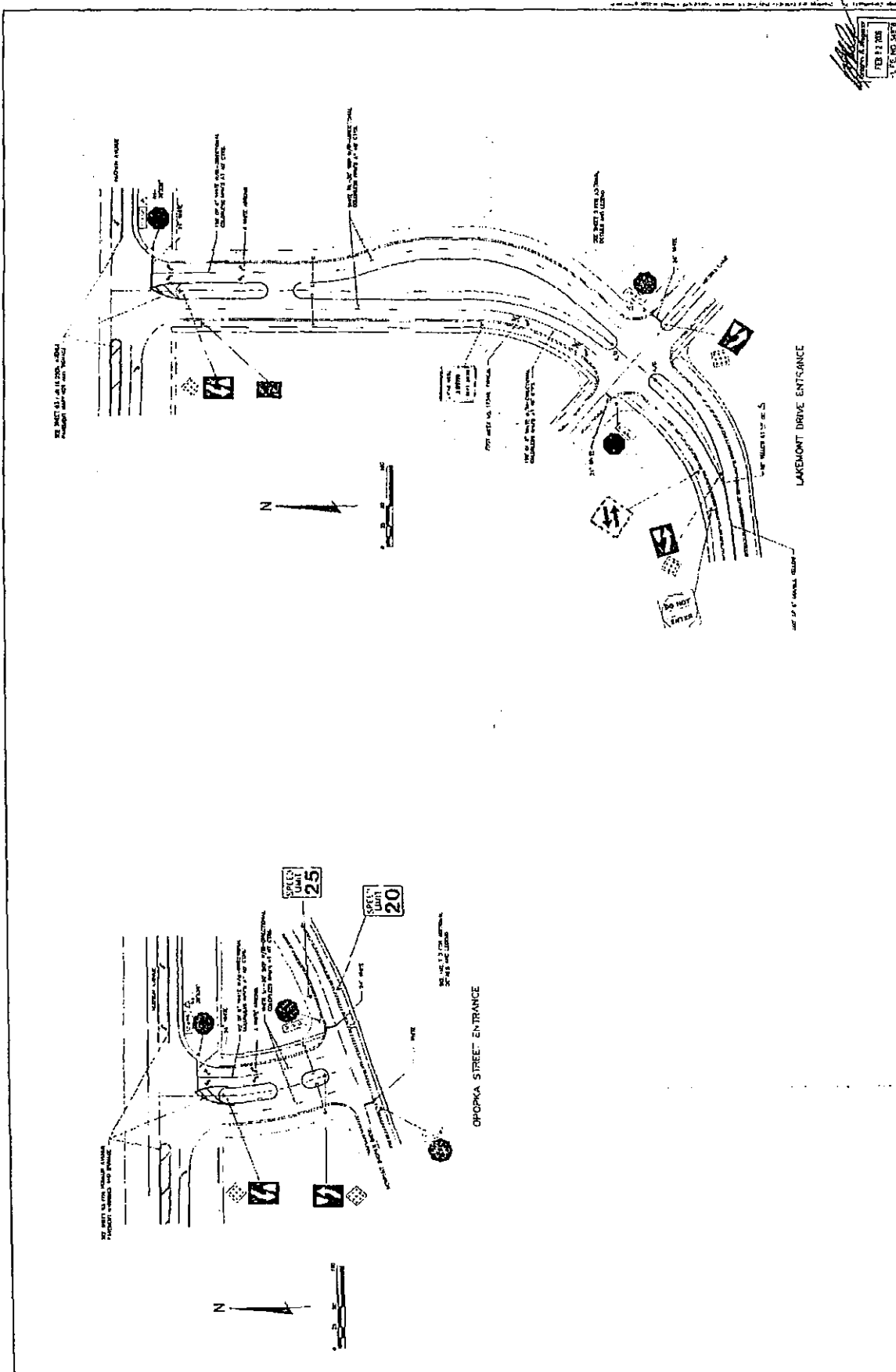
Please print name below and return via fax as having been received.

*Received
12/14/17* 

Copy to: File 0552-0005-40.13

E:\lakeside pud\ot\bunk-approved signage plan\listing of traffic signs.docx

If enclosures are not as noted, kindly inform us at once.
3030 Starkey Boulevard • New Port Richey, FL 34655
Phone: 727-849-7588 • Fax: 727-848-3648



DATE: 11/11/11
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

PROJECT NO.	11-11-11-001
DATE	11/11/11
SCALE	AS SHOWN
PROJECT NAME	LAKESIDE PUD
PROJECT LOCATION	LAKE COUNTY, FLORIDA
PROJECT NUMBER	11-11-11-001
PROJECT SHEET NO.	3A
PROJECT SHEET TOTAL	53

LAKECOUNTY
 COUNTY ENGINEER
 [Signature]

LAKESIDE PUD
 LAKESIDE PUD
 CONSTRUCTION / STORMWATER MANAGEMENT PLANS
 HORIZONTAL CONTROL AND SIGNAGE PLANS

LAKESIDE LAND HOLDINGS, LLC
 400 W. WASHINGTON AVE., SUITE 210
 LAKE COUNTY, FLORIDA 32114
 PHONE (407) 733-1992 FAX (407) 733-1906

FLORIDA DESIGN CONSULTANTS, INC.
 1115 S. W. 10th St., Suite 101
 Ft. Lauderdale, FL 33304
 E.O. 11286-7-82

DATE: 11/11/11
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

CONSTRUCTION PHASE	STREET NAME	SHEET No.	SEAL CODE	HEIGHT	LATERAL OFFSET
Phase 1A	Orange St	01 of 03	RS-1 (25 mm)	0.0	0.0
	"	02 of 03	RS-1 (25 mm)	0.0	0.0
	"	03 of 03	RS-1 (25 mm)	0.0	0.0
	"	04 of 03	RS-1 (25 mm)	0.0	0.0
	"	05 of 03	RS-1 (25 mm)	0.0	0.0
	"	06 of 03	RS-1 (25 mm)	0.0	0.0
	"	07 of 03	RS-1 (25 mm)	0.0	0.0
	"	08 of 03	RS-1 (25 mm)	0.0	0.0
	"	09 of 03	RS-1 (25 mm)	0.0	0.0
	"	10 of 03	RS-1 (25 mm)	0.0	0.0
	"	11 of 03	RS-1 (25 mm)	0.0	0.0
	"	12 of 03	RS-1 (25 mm)	0.0	0.0
	"	13 of 03	RS-1 (25 mm)	0.0	0.0
	"	14 of 03	RS-1 (25 mm)	0.0	0.0
	"	15 of 03	RS-1 (25 mm)	0.0	0.0
Phase 2A	Orange St	01 of 03	RS-1 (25 mm)	0.0	0.0
	"	02 of 03	RS-1 (25 mm)	0.0	0.0
	"	03 of 03	RS-1 (25 mm)	0.0	0.0
	"	04 of 03	RS-1 (25 mm)	0.0	0.0
	"	05 of 03	RS-1 (25 mm)	0.0	0.0
	"	06 of 03	RS-1 (25 mm)	0.0	0.0
	"	07 of 03	RS-1 (25 mm)	0.0	0.0
	"	08 of 03	RS-1 (25 mm)	0.0	0.0
	"	09 of 03	RS-1 (25 mm)	0.0	0.0
	"	10 of 03	RS-1 (25 mm)	0.0	0.0
	"	11 of 03	RS-1 (25 mm)	0.0	0.0
	"	12 of 03	RS-1 (25 mm)	0.0	0.0
	"	13 of 03	RS-1 (25 mm)	0.0	0.0
	"	14 of 03	RS-1 (25 mm)	0.0	0.0
	Phase 3	Orange St	01 of 03	RS-1 (25 mm)	0.0
"		02 of 03	RS-1 (25 mm)	0.0	0.0
"		03 of 03	RS-1 (25 mm)	0.0	0.0
"		04 of 03	RS-1 (25 mm)	0.0	0.0
"		05 of 03	RS-1 (25 mm)	0.0	0.0
"		06 of 03	RS-1 (25 mm)	0.0	0.0
"		07 of 03	RS-1 (25 mm)	0.0	0.0
"		08 of 03	RS-1 (25 mm)	0.0	0.0
"		09 of 03	RS-1 (25 mm)	0.0	0.0
"		10 of 03	RS-1 (25 mm)	0.0	0.0
"		11 of 03	RS-1 (25 mm)	0.0	0.0
"		12 of 03	RS-1 (25 mm)	0.0	0.0
"		13 of 03	RS-1 (25 mm)	0.0	0.0
"		14 of 03	RS-1 (25 mm)	0.0	0.0