

*Lakeside Plantation
Community Development District*

Agenda

November 20, 2019

AGENDA

Lakeside Plantation

Community Development District

135 W. Central Blvd., Suite 320, Orlando, FL 32801
Phone: 407-841-5524 – Fax: 407-839-1526

November 13, 2019

Board of Supervisors
Lakeside Plantation
Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Lakeside Plantation Community Development District will be held **Wednesday, November 20, 2019 at 6:00 p.m. at the Lakeside Plantation Clubhouse, 2200 Plantation Blvd, North Port, FL.** Following is the advance agenda for the meeting:

- I. Roll Call
- II. Closed Security Session
- III. Audience Comments on Specific Items on the Agenda (*Speakers will fill out a card and submit it to the District Manager prior to beginning of the meeting*)
- IV. District Engineer's Report
- V. Unfinished Business Items
- VI. New Business Items
 - A. Public Hearings
 - i. Consideration of Resolution 2020-01 Adopting Amended and Restated Rules of Procedure
 - ii. Consideration of Resolution 2020-02 Adopting a Rule for the Purpose of Setting a Rate for the Fee Relating to Drainage Improvement Installation Applications
 - B. Presentation of Landscape Report
- VII. Business Administration
 - A. Approval of Minutes of October 16, 2019 Meeting
 - B. Approval of Check Register
 - C. Balance Sheet and Income Statement
 - D. Discussion of Refinancing
- VIII. General Audience Comments
- IX. Staff Reports
 - A. District Counsel
 - B. District Manager – Action Items
 - C. Amenities Manager – Monthly Report
- X. Other Business
- XI. Supervisors' Requests
- XII. Adjournment

The second order of business is a closed security session of the Lakeside Plantation CDD and this portion of the meeting may be closed to the public, as it relates to the District's security system plan. Information and discussion related to the District's security system plan are confidential and exempt from the public records and public meeting requirements. Prior to the discussion

of the security system plan, the public will be asked to leave. Upon completion of the discussion related to the security system plan, the public will be notified that they may return to the meeting.

The third order of business is the Audience Comments on Specific Items on the Agenda. Speakers must fill out a Request to Speak form and submit it to the District Manager prior to the beginning of the meeting.

The fourth order of business is the District Engineer's Report. There is no back-up material.

The fifth order of business is Unfinished Business. Any unfinished business items will be discussed under this item.

The sixth order of business is new business items. Section A opens the public hearings. Sub section 1 is consideration of Resolution 2020-01 adopting amended and restated rules of procedure. A copy of the resolution is enclosed for your review. Sub section 2 is consideration of Resolution 2020-02 adopting a rule for the purpose of setting a rate for the fee relating to drainage improvement installation applications. A copy of the resolution is enclosed for your review. Section B is presentation of landscape report. A copy of the report is enclosed for your review.

The seventh order of business is Business Administration. Section A is the approval of the minutes of the September 18, 2019 meeting. The minutes are enclosed for your review. Section B is approval of the check register enclosed for your review and Section C includes the balance sheet and income statement for your review. Section D is discussion of refinancing.

The eighth order of business is General Audience Comments.

The ninth order of business is Staff Reports. Enclosed under Section B is the Manager's Actions Items List for your review. Enclosed under Section C is the Amenities Manager's report enclosed for your review.

Staff will provide any additional reports at the meeting. Additional support material may be provided under separate cover or distributed at the meeting, and the balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,



George S. Flint
District Manager

Cc: Michael Eckert, District Counsel
Sarah Sandy, District Counsel
Andy Tilton, District Engineer
Brent Burford, District Engineer
Nathan Trates, Amenities Manager
Heather Alexandre, Vesta

Enclosures

SECTION II

MEMORANDUM

TO: Board of Supervisors
Lakeside Plantation Community Development District

FROM: Sarah R. Sandy

DATE: November 13, 2019

RE: Confidential and Exempt Information Regarding Security System Plan

Pursuant to Florida law, security information includes all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof, relating directly or indirectly to or that reveals the physical security or firesafety plans of the District facilities.¹ Florida law further exempts meetings wherein such security information is discussed.² Such security information and security meetings are both *confidential* (information that is never subject to public disclosure requirements) and *exempt* (information that is specifically exempted by statute that would otherwise be subject to public disclosure requirements).³ Therefore, confidential and exempt security information, and records of discussions related thereto, can only be released to those authorized persons and entities specified in the statutes.⁴

Outlined below is a summary of what can and cannot be provided to the public regarding security information.

- I. Exempt and Confidential Security Information.** This information cannot be disclosed to the public in response to a public records request; further, such information can only be discussed during closed sessions with Board members and authorized District staff.
- Any information which directly or indirectly relates to the security system plan, thereby disclosing capabilities and, as a consequence, the vulnerabilities of such security system plan.⁵
 - Threat assessments and response plans to breach of security⁶
 - Emergency evacuation plans⁷

¹ Sections 119.071(3)(a)1. and 281.301(1), F.S.

² Sections 281.301 and 286.0113(1), F.S.

³ Section 119.071(3)(a)2., F.S.

⁴ Section 119.071(3)(a)3., F.S.; authorized persons and entities include another governmental entity, authorized staff, a licensed professional performing work on the building.

⁵ See *Central Florida, infra*.

⁶ Sections 119.071(3)(a)1.b.-c., F.S.

⁷ Section 119.071(3)(a)1.d., F.S.

- Sheltering arrangements⁸
- Security manuals, including security personnel training materials⁹
- Surveillance video recordings captured by a security system¹⁰
- Building plans, blueprints, schematic drawings, diagrams, including any draft, preliminary and final formats of such, that depict the internal layout and structural elements of a public facility¹¹

II. Public Information. The following information is not exempt and must be disclosed in response to a public records request. Therefore, any discussions related to the following items should occur during a duly noticed meeting.

- Proposals including pricing on security systems
- Comparison of security system proposals based on pricing, relevant experience, and other criteria not related to effectiveness of proposed security system plans
- Salary information of security personnel

⁸ Section 119.071(3)(a)1.e., F.S.

⁹ Section 119.071(3)(a)1.f., F.S.

¹⁰ Sections 119.071(3) and 281.301, F.S.; *see also Central Florida Regional Transportation Authority v. Post-Newsweek Stations, Orlando, Inc.*, 157 So.3d 401 (Fla. 5th DCA 2015) (video footage captured by city bus cameras “directly relates to and reveals information about a security system” and thus constituted a confidential and exempt security record); *see also* AG 15-06 (relies on and applies findings in *Central Florida* to surveillance tapes from a security system for a public transit authority building).

¹¹ Section 119.071(3)(b)1., F.S.

SECTION VI

SECTION A

SECTION 1

RESOLUTION 2020-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKESIDE PLANTATION COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District has previously adopted Rules of Procedure to govern the administration of the District; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Amended and Restated Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended and Restated Rules of Procedure replace all prior versions of the Rules of Procedure, and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 20th day of November, 2019.

ATTEST:

**LAKESIDE PLANTATION COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended and Restated Rules of Procedure

EXHIBIT A:
AMENDED AND RESTATED RULES OF PROCEDURE

**AMENDED AND RESTATED
RULES OF PROCEDURE
LAKESIDE PLANTATION COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF NOVEMBER 20, 2019

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Rule 1.0 General.

- (1) The Lakeside Plantation Community Development District (the “District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable

to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
 - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed

as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce

the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "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 (904) 940-5850. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "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."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and

published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to

litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.

 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.

- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

- (a) The texts of the proposed rule and the adopted rule;
 - (b) All notices given for a proposed rule;
 - (c) Any statement of estimated regulatory costs for the rule;
 - (d) A written summary of hearings, if any, on the proposed rule;
 - (e) All written comments received by the District and responses to those written comments; and
 - (f) All notices and findings pertaining to an emergency rule.
- (11) Petitions to Challenge Existing Rules.
- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
 - (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
 - (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
 - (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;

- (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variations and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions

raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

(d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

(13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.

- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the

right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts: Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee

determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

(6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(7) Board Selection of Auditor.

- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase

insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
 - viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
 - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
 - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
 - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
 - xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.

- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.

 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in

accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source: Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts: Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the

Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts: Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified

Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the

lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct

purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts: Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

- (2) Contracts: Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective November 20, 2019, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

SECTION 2

RESOLUTION 2020-02

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKESIDE PLANTATION COMMUNITY DEVELOPMENT DISTRICT ADOPTING A RULE FOR THE PURPOSE OF SETTING A RATE FOR THE FEE RELATING TO DRAINAGE IMPROVEMENT INSTALLATION APPLICATIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190 and 120, *Florida Statutes*, authorizes the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, after providing notice pursuant to Florida law, and after holding a public hearing thereon, the Board of Supervisors (“Board”) finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution rates related to the costs associated with the District’s yard drainage license and application fee for immediate use and application.

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

SECTION 1. The above stated recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. The Board hereby approves and adopts a rule setting a fee range of \$100 - \$200 to be paid at the time a Drainage Improvement Installation Application (“Application”) is submitted to the District for the conduct of District business, including but not limited to reimbursing the District for the costs associated with the processing and administration of the Application and associated license.

SECTION 3. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

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

PASSED AND ADOPTED this 20th day of November, 2019.

ATTEST:

**LAKESIDE PLANTATION COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION B

Submitted 11/13/2019 for inclusion in Nov. 20th Board Packet

BLOOMINGS PERFORMANCE — 10/14 — 11/11

- BI-WEEKLY MOWING — Completed: 10/14, 10/28, 11/11
- TREES/SHRUBS — Routine/general maintenance
- BED MAINTENANCE — Fertilized — 10/14
 - Hydretain applied for better water retention — 10/14
 - Annual/perennial maintenance performed
- WEEDS — 10/1—maintenance
10/28—maintenance
11/11—treatment scheduled
- IRRIGATION — System inspected 10/14;10/28; 11/11 — no issues found
- PLANTINGS — N/A
- MISC. WORK PERFORMED —
 - ◇Emergency service call to relocate sprinkler heads at newly poured cement pad (tennis courts electric panel)
 - ◇Cut back all grasses along Plantation Blvd.
 - ◇Cut back encroaching pepper trees — fence line Boxwood onto Scarlett
 - ◇Four dead shrubs/plants removed from entrance at Toledo Blade; replacement at a later date
 - ◇Inspected dead tree beside 2484 Magnolia. Bloomings not equipped to remove but recommend removal

*Respectfully submitted – RA Koontz
11/13/2019*

SECTION VII

SECTION A

MINUTES OF MEETING
LAKESIDE PLANTATION
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Lakeside Plantation Community Development District was held on Wednesday, October 16, 2019 at 6:00 p.m. at the Lakeside Plantation Clubhouse, 2200 Plantation Boulevard, North Port, Florida.

Present and constituting a quorum were:

Alan (Bud) Sabol	Chairman
Joe Szewczyk	Assistant Secretary
Pina Chichelli	Assistant Secretary
Rena Koontz	Assistant Secretary

Also present:

George Flint	District Manager
Sarah Sandy (<i>via phone</i>)	District Counsel
Brent Burford (<i>via phone</i>)	District Engineer
Nathan Trates	Facilities Manager
Heather Alexandre	Vesta
Rudy Seurattan	Vesta
Jason Greenwood	GMS
Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order at 6:00 p.m., called the roll, and led the pledge of allegiance. All Supervisors were present with the exception of Ms. Stephens.

SECOND ORDER OF BUSINESS

Audience Comments on Specific Items on the Agenda (*Speakers will fill out a card and submit it to the District Manager prior to beginning of the meeting*)

Mr. Flint: If any members of the audience have comments on a specific item on the agenda, now would be the opportunity to provide comments to the Board. If not, we also have a "General Audience Comments" section later on in the agenda, to bring items to the Board's attention that are not on the agenda. Are there any comments on the agenda items? Hearing none,

THIRD ORDER OF BUSINESS

District Engineer's Report

Mr. Flint: The District Engineer, Brent Burford is on the phone. He had a couple of projects that he needed to update the Board on. One is regarding the tennis drainage issue and the other is regarding the lake bank.

Mr. Burford: Good evening. Earlier this week, we poured the concrete pad around an electrical panel at the tennis courts. We attempted to take care of some drainage at the end of the concrete pad, but we had an issue with the concrete truck and weren't able to complete the drainage. I will contact Bradley Ray Concrete the first of the week and schedule a time to get them back out there to take care of the grading that needs to take place, to allow that water to drain off of the concrete pad around the electrical panel. The other item was the lake bank repairs that need to be made. I spoke with Carlton at Cross Creek Environmental today, and he will be onsite on October 30th, unless there are any problems. He could possibly make arrangements to get there earlier. I told him that I did not see a problem with him showing up on October 30th to start working, as long as they showed up. He assured me that they would be here on October 30th. They will contact me the day before and I will meet onsite with them to mark the areas that need repairs. That's all I have at this time, unless the Board has any questions or anything else for me?

Mr. Sabol: Brent, what about the grinding? Is that going to be done next week for the concrete pad?

Mr. Burford: Yes. When I speak with Carlton next week, I will ask if he can bring that equipment with him. We dropped the new pad around the electrical panel down an inch lower than the existing concrete. There's probably a half inch that they need to remove, but they would have to come in here and grind the last 5 to 10 feet of area that has a high spot. Next week we will address that as well.

Mr. Sabol: Okay. Thank you.

Mr. Flint: Thanks Brent.

Mr. Burford left the meeting.

FOURTH ORDER OF BUSINESS

Unfinished Business Items

Mr. Flint: We don't have any specific items listed here. Was there anything that the Board wanted to discuss?

Ms. Koontz: I have two questions. Did we resolve the Vesta contract issue from last month? There was some question about the amount?

Mr. Flint: Yes. They agreed to the amount that was the budgeted number in the agenda.

Ms. Koontz: We talked with Daryl from DART Pool Solutions (DART) about replacing the sump pump. What is the status?

Mr. Trates: It's a work in progress right now.

Ms. Koontz: So, it hasn't been replaced yet.

Mr. Trates: The sump pump?

Ms. Koontz: They want to put a new one in. Is that what they were suggesting?

Mr. Trates: That is what they were suggesting, but it's still a work in progress, as they are working on some other items at this time.

Ms. Koontz: Thanks.

Mr. Flint: There is an existing sump pump, but I think they want to re-design the layout so if the breaker gets tripped, we don't have an issue with the pumps being flooded. Nathan can give an update in his report. Is there any other unfinished business? Hearing none,

FIFTH ORDER OF BUSINESS

New Business Items

A. Ratification of Agreement with Berger, Toombs, Elam, Gaines & Frank to Provide Auditing Services for Fiscal Year 2019

Mr. Flint: As a Governmental entity, the CDD is required to have an annual independent audit performed in the State of Florida. The Board went through an auditor selection process per the Statutes and selected Berger, Toombs, Elam, Gaines & Frank. They provided pricing for five years. This is the first of their five-year engagement. You are not bound for five years, but you have pricing locked in. The fee for Fiscal Year 2019 is a not-to-exceed amount of \$3,185. In order to proceed with the audit, you just selected them. The dollar amount was specified in the bid. This is a standard agreement that must be executed at the end of September so they can get started on October 1. So, I am just asking the Board to ratify that action.

On MOTION by Mr. Szewczyk seconded by Mr. Sabol with all in favor the agreement with Berger, Toombs, Elam, Gaines & Frank to provide auditing services for Fiscal Year 2019 in a not-to-exceed amount of \$3,185 was ratified.

B. Presentation of Landscape Report

Mr. Flint: Ms. Koontz is presenting this item.

Ms. Koontz: You have the report in your agenda package of Blooming's performance over the past month on what they did and did not do. They started with bimonthly mowing this week. We will mow this week, miss next week and go every other week. They do the trimming and weeding and whatever else they need to on the odd week. You asked last month about the mulch, and in front of Bud are visual aids of the pine bark mulch that we regularly use, which is spelled out in Blooming's contract. The cocoa mulch that they converted all of their communities to, except us, is smaller, nicer, looks better and decomposes much more quickly. I asked them if we wanted to make a switch, how that would work. They recommended that everything be raked out, replace with the cocoa mulch or leave the pine bark mulch or add the cocoa mulch and hope that eventually the pine bark disappears, which it never seems to do, or we can do nothing. I believe that Joe suggested lowering this \$2,700 quote by raking it ourselves and taking it away. I'm not making a recommendation one way or the other. I will say though that the cocoa mulch does look nicer, disappears faster, is aesthetically more pleasing and prevents weeds.

Mr. Szewczyk: I don't know if it disintegrates.

Ms. Koontz: It decomposes.

Mr. Szewczyk: That is the word I was looking for. I don't know if decomposing is a positive thing, because we would have color there. Eight years ago, I think I suggested that we get away from pine bark mulch. As a landscaper many years ago, I hated dealing with it, so I'm all for it. We could possibly save the \$2,700, by having residents redo the mulch themselves. They could go out there, rake it up and take it. We could offer that to residents for a week, for free, to redo the front and back of their house. Then maybe we get a lower price from Blooming's. That is my personal opinion. I would like to see the change. I don't want to go over the top because I don't want it to decompose. We will end up with pine nuggets anyway, so if we are going to do it, let's get it replaced.

Mr. Flint: I know District Counsel probably has some comments.

Mr. Szewczyk: Okay, it's just a suggestion.

Mr. Flint: The liability issue is significant, especially having residents out there with no maintenance of traffic on Plantation Boulevard. Sarah, did I read your mind?

Ms. Sandy: If it's supposed to be pursuant to the Blooming's contract, then yes, but we generally advise getting waivers for something like that. If we are talking about the manual labor that's performed pursuant to one of our contracts, there is the liability issue that George mentioned. Usually we hold our contractors to a different standard in performing a job. So, if we are going to be doing it ourselves, then that brings up a different set of issues.

Mr. Flint: There are liability waivers that we could potentially give people to sign that would provide some protection, but that is a busy road.

Mr. Szewczyk: It was just a suggestion. If we have to pay to rake the mulch out, I would vote for it.

Ms. Koontz: What if we limit it to just the area around the Clubhouse and residents can come and take as much as they want?

Mr. Sabol: There is still a liability problem.

Mr. Flint: Yes, you have a liability issue, but the question is when they do that, are they going to leave it in the grass or damage plant material? You are not in control of that, potentially, but again, it's the Board's call. I would think Plantation Boulevard would probably not be something you would want to do. If you were going to do something around the Clubhouse, set the hours and ask people to sign waivers, maybe that would be possible, but there is always a risk. So that's something the Board has to weigh.

Mr. Szewczyk: It sounds like a lot of work. If it's only going to be around here, our cost savings to Blooming's is probably not going to amount to much compared to doing the entire Boulevard.

Ms. Chichelli: It is a good idea.

Mr. Flint: To save on disposal costs, maybe you could have Blooming's stockpile the mulch somewhere and people that wanted it, could take it. That might save you some disposal cost. In some other communities, we have actually done that with annuals, when we switched them out four times a year. I think a better alternative would be for Blooming's to pile the mulch in the parking lot and people that wanted it could get it from there.

Mr. Sabol: I think it's a good idea to hire them so there are no liability problems. If someone steps on a rake and gets hit on the back of the head, they are going to sue us.

Mr. Szewczyk: How long would it stay out in the parking lot before it was removed?

Ms. Sandy: One thing I would mention is there is a cost in terms of preparing the waiver and making sure it gets signed.

Ms. Koontz: Are we looking to make a motion to switch this out and authorize Blooming's to rake out the old mulch and put new mulch down? The new mulch doesn't cost anything because the contract includes mulch. So, it doesn't matter if we get the pine bark or the cocoa. We are only paying for the labor to take the old mulch out.

Mr. Sabol: I think that's a good idea.

Mr. Sabol MOVED to authorize Blooming's to replace the existing pine bark mulch with cocoa brown mulch and Mr. Szewczyk seconded the motion.

Mr. Flint: Because this item wasn't specifically on the agenda, we probably want to open the floor to audience comments before taking a vote. Do any members of the audience want to provide comment on the issue of changing from pine bark to cocoa mulch?

On VOICE VOTE with all in favor authorizing Blooming's to replace the existing pine bark mulch with cocoa brown mulch was approved.

Mr. Flint: Is there anything further under the Landscape Report?

Ms. Koontz: No. Thank you.

SIXTH ORDER OF BUSINESS

Business Administration

A. Approval of Minutes of September 18, 2019 Meeting

Mr. Flint: Does the Board have any comments or corrections?

Mr. Sabol: I have no corrections.

Mr. Flint: Ms. Chichelli provided a correction on the bottom of Page 5. The fourth line from the bottom where Ms. Chichelli is speaking, should say, "Yes. I believe there should be something specifying it in the Vesta contract or maybe their own contract included working hours to prevent that." Just above that, where Ms. Chichelli is speaking, it should say, "Yes. I believe there were some issues with people working within their working hours for the residents,

but I don't see anything in the contract." On Page 4, where Mr. Trates is speaking, Ms. Chichelli said, "Yes, \$40." Is that correct?

Ms. Chichelli: Yes.

Mr. Flint: Are there any other comments from the Board?

Mr. Sabol: No.

Mr. Szewczyk: No.

Mr. Flint: If there are no other changes, we need a motion to approve the minutes as amended.

On MOTION by Mr. Sabol seconded by Ms. Chichelli with all in favor approval of the minutes of September 18, 2019 meeting were approved, as amended.

B. Approval of Check Register

Mr. Flint: We provided the September unaudited financial statements for the General Fund, Capital Reserve Fund and automatic drafts for the utility accounts, which total \$72,820.45. The detailed register is attached to the summary. It includes a one-time payment for Egis Insurance Advisors in the amount of \$14,760 for Fiscal Year 2020. That is for the liability and property insurance for the new fiscal year starting in October. Are there any questions or comments?

Mr. Sabol: None.

Mr. Szewczyk: Is the invoice for Rapid Security Solutions for our camera system?

Mr. Trates: Correct.

Mr. Szewczyk: So, we had four cameras out all at one time?

Mr. Trates: They were able to do two remotely, one had to be serviced and one was an older camera that was no longer working, which needed to be replaced.

Mr. Szewczyk: Okay. You always have an answer on the water bills, whether it was a flood or this and that. Last month we paid \$136 for water and the bill for this month is \$430. I don't know whether you need to see the bill. Do you have an answer for me?

Mr. Trates: It was the irrigation leak that Blooming's found.

Mr. Szewczyk: I have another one here where we paid \$149 last month and this month, we paid \$352. Do you have anything on that one?

Mr. Trates: I would have to double check.

Mr. Szewczyk: That's it. I will leave this one out for the account ending 4656.

Mr. Trates: It may have been when we drained the pool to prepare for the hurricane.

Mr. Flint: We will check on that and confirm. Are there any other questions on the check register? If not, we need a motion to approve it.

On MOTION by Mr. Szewczyk seconded by Mr. Sabol with all in favor the August Check Register, subject to verification of a water bill in the amount of \$352 was approved.

C. Balance Sheet and Income Statement

Mr. Flint: You also have the combined Balance Sheet and Statement of Revenue and Expenditures through September 30, 2019. This is through the end of Fiscal Year 2019. These are unaudited so they may have changed, if there were any adjustments as a result of the audit process. We are slightly under collected on our on-roll assessments by \$7,300. Our expenses were slightly over, primarily due to engineering and District Counsel activities. Both of those line items were over budget. They are dictated by workload because they are hourly. It's hard to predict in the budget process what those are going to be. I think some of the expenses for the Engineer may be re-classified to the Capital Reserve Fund because they were related to some of the capital reserve projects. So, we will review that and make sure anything related to a project funded from the capital reserve, also gets booked to engineering. Operational costs were about \$28,653 under budget for the year. Our Clubhouse costs are about \$10,000 under total budget and we only transferred \$100,000 to the capital reserve. However, we still have \$30,000 remaining that will be transferred before the year is finalized. Are there any questions on the financials?

Mr. Szewczyk: Yes. On the revenue side, for the tennis club, we had a variance of \$5,500 under budget. Is that because they didn't have as many members?

Mr. Trates: We have more that come in a little later on in the year for our tennis teams.

Mr. Szewczyk: Okay, but being that our fiscal year runs from October 1st to September 30th, this is pretty much how we ended up outside of whatever adjustments would be due to the auditor. So that would have already taken into consideration those that became members late last year. So, are we down members or did we charge less?

Mr. Trates: There was a certain member that was suspended last year, and he took about eight players with him.

Mr. Szewczyk: Okay. Has our tennis pro brought in revenues for us?

Mr. Trates: They sometimes will bring in people, but a lot of times when they are doing private lessons, they pay 10% back to the CDD. People won't sign up for a full-year membership. They just have lessons.

Mr. Szewczyk: Alright. Under "Landscape Maintenance," where we were over by \$5,300, I can only assume that is the tree work on Plantation Boulevard? George, would you know?

Mr. Flint: That number looks about right. There is a budget of \$5,000 and a total of \$10,000. I believe that was the trimming of the Oak trees.

Mr. Szewczyk: Okay. On the good side, we saved \$8,000 on pool electricity so we must be doing something right. I don't know what "Property Site Elements" is, but we had a variance of \$21,000. George, could you explain what "Property Site Elements" is and why we might have been under for that?

Mr. Flint: It's part of your Capital Reserve Fund. We classify the type of improvement by the categories that are in your Reserve Study.

Mr. Szewczyk: Okay.

Mr. Flint: I would have to go back and look at the actual charges against the property in order to understand, but they are all projects that the Board would've approved. I could get a listing of that. I just don't have it here. It looks like all of the expenses for the capital reserve were put into "Property Site Elements." It would've included anything you approved out of the capital reserve over the last fiscal year.

Mr. Szewczyk: Okay. I'm done.

Mr. Flint: Are there any other questions on the financials? Hearing none,

D. Discussion of Refinancing - ADDED

Mr. Flint: I wanted to add one more item under business administration, which is the issue of the potential refinancing of the Series 1999 bonds. Every couple of years, a question comes up about the viability of refinancing the existing debt service. When it was issued in 1999, it was 6.95%. Current interest rates for this type of refinancing would be in the range of 3%. So,

the question is, why haven't we or why can't we refinance the bonds and either generate capital or reduce everyone's annual debt service assessment? Just in the way of background, there is currently \$1,470,000 remaining principal out of the original 1999 bonds. Those bonds go through May of 2031. So, there is about 11.5 to 12 years remaining on the original 30-year amortization of the bonds. Again, there is \$1.47 million outstanding. People who lived here for a while, may recall that for the townhome project, the original developer abandoned the project and stopped paying their debt service assessments. As a result, the bondholders directed the Trustee to utilize Debt Service Reserve Funds to pay interest during that period of time. When the bonds were originally issued, one of the requirements was that one year's annual debt service be set aside in a Reserve Fund. In the event of a default, those funds can be used to pay the debt service. So, when the townhome project went under and they stopped paying their debt service, the Trustee ended up tapping the debt service reserve based on the bondholders direction. So, the one year's debt service reserve was reduced to \$57,000. You may remember in each one of our annual audits that we have a comment because we don't meet our max annual debt requirement that is in the Indenture. That is because the bondholder directed the Trustee to use those funds when that default occurred, but we don't have a proactive responsibility to replenish the debt service reserve, so we have \$57,000 sitting there. The District actually foreclosed on the townhome land and sold it to the developer who ended up building on it. The proceeds of that sale went to the bondholders to pay for the debt service that wasn't paid by the prior developer. I am just giving that to you in the way of background, because that \$57,000 debt service reserve amount is important in looking at the refinancing. The other issue that the District has is we have two commercial properties within the District along Sycamore Street that have significant tax certificate debt outstanding. One property has \$381,000 outstanding, while the other one has \$61,000 outstanding. What that means is the owners of those properties have not been paying their tax bill, but we recoup that money through tax certificate sales. The two commercial properties impact the credit of the District, because when you refinance, the potential bondholders or bank are going to look at that and see that as a credit risk, because one lot probably has more outstanding tax certificates than it's worth. You have the small amount of the outstanding principal, \$1.4 million, which doesn't sound like a small amount, but when you are refinancing these deals, it's too small to do a public offering. The banks are going to be concerned about the credit issues. The other factor to make this deal work, is that you have to

replenish the debt service reserve. You also have to cover cost of issuance (COI). The principal in the refinancing will increase because you have a \$100,000 COI and you have to build your debt service reserve back up. The result of those actually makes the total principal amount higher than what it is now. Even though the annual assessment would decrease, the principal amount would actually increase because your interest portion is going down, but your principal portion actually goes up to fund that. That generates a requirement for a mailed notice to all homeowners advising them of a public hearing. It gets very confusing because you are telling people you are refinancing to reduce their assessments, but you are sending them a mailed notice saying the principal amount is increasing. The downside of that is if anyone wanted to pay off their outstanding debt, which under Florida Law, you can do at any time, the amount they would have to pay off would actually be higher after the refinancing. So, it's pretty complicated. I'm not an Underwriter, but I handle these a lot of these, as well as Sarah, and I'm working off the information that the Underwriter provided to me. The scenario that the Underwriter provided, is based on a bank loan. Because this would be too small for a public offering, it's not a guarantee that a bank is going to do this deal, but if a bank did and you fully funded your reserve to cover your credit concerns with the commercial property, they are estimating an annual savings of \$16,000 per year in total. That would result in approximately a \$34 per unit savings to a single-family home per year and a \$27 per unit per year savings for The Villas, which is everything other than the townhomes. The commercial lots will also see some reduction. So, there are a lot of moving parts to this. It's complicated, but in the past when the Underwriters looked at it, the Board ultimately made a decision that it didn't make sense to move forward. You also have a risk here, because in the event that you decided to move forward, you may incur costs. If you find out that the banks are not interested in the deal because of the credit dynamics, that's the risk you take. The Underwriter and Bond Counsel would have to prepare a Methodology. We don't get paid, unless you actually close, but some of the professionals, regardless of whether you close or not, are going to want to be compensated. So, the District is taking some risk that you may incur some expense and not actually be able to refinance it.

Mr. Sabol: So if we have a savings of \$16,000, we may incur expenses that could exceed the \$16,000?

Mr. Flint: Well the \$16,000 annual savings is net of all of the costs. The COI and all of the professionals get paid out of the proceeds of the refinancing, so the \$16,000 is net. If you

proceed with this and ultimately you can't get a bank to agree to do it, you may incur some expense that you are not going to be able to recover. You have to pay it out of the General Fund. So there is some risk there. There are only five banks that have an appetite for CDD bonds and only one that really fits into the number of years left and the dollar amount. That bank typically only does clean deals without the credit issue that you have with the commercial property. I'm not saying that it can't be done. I'm just saying that it's not certain.

Mr. Sabol: What happens with this \$400,000 if nobody wants to purchase those tax certificates eventually? Does it fall back on us in 12 years?

Mr. Flint: No. The only recourse the bondholders have is to the land, because we are using the tax bill as the collection method. If we were direct billing those commercial pieces and they didn't pay, we can actually foreclose on them, but if you foreclose, you would wipe out the debt and then you would sell it. Whatever we got for the land would have to go to the bondholder to reimburse them. There was no risk that it would spread to anybody else other than those two property owners. The only recourse is to the land that doesn't pay. So there's no risk that your debt service assessment is going to go up because they are not paying theirs. The bondholders really only have \$57,000 left on that debt service reserve and once that's depleted, the Board doesn't have an obligation to go out and re-assess everybody to make up for the difference. That's the security that they have. So there is a process with the county that if a Tax Bill goes unpaid for a certain number of years, ultimately it can revert to the county. At that point, all of the debt gets wiped out. Again, that impacts the bondholder. It doesn't impact the CDD or the other landowners, because again, the only recourse is to that land, but because that can happen, that's a risk that the current bondholders and any potential future bank is going to assume. If that debt gets wiped out, it reverts to the county. That's why they are going to want this full funded debt service reserve.

Deborah Johnson, 1505 Scarlett Avenue: You are not to take a vote before we speak, are you?

Mr. Flint: They are not.

Ms. Johnson: Okay, because I don't think that anybody understands it.

Mr. Flint: That's fine.

Mr. Sabol: You will have a comment period in a minute.

Ms. Johnson: I am willing to do that. I just want to make sure you are not going to vote on it first, based on the fact that you don't have all the knowledge.

Mr. Sabol: We are not doing anything.

Ms. Sandy: Before the Board takes action, they will take public comment before, but lets get through the Board discussion first.

Mr. Flint: There's potentially no action to take. Another action would be to direct us to move forward with this, but I had conversations with at least two Board Members that I believe understand it. I'm not expecting all of the Board Members to understand every aspect of this and I'm not forcing a voter decision on this at this point of the year. So we are presenting the information and the Board can take time to consider it. They can ask questions, ask to look at it again, but anyway, it came up and this has come up every couple of years. It's pretty much been the same answer every time. Even though interest rates are at a record low right now, it doesn't overcome the fact that you don't have a fully funded reserve and have some credit issues.

Mr. Sabol: I brought this up in the last four years and in my last term, I brought it up three times. Deborah brought it up at the last comment period and it was something that we really wanted to look at. For everyone's benefit, I was the instigator that started this and suggested we take a look at it. It's the best explanation we have had from George since we started this discussion.

Mr. Flint: Are there comments from the Board?

Mr. Szewczyk: It just sounds to me like, even though 2031 might sound a long way off for some of us, the amount of years on it is probably a negating factor here. I said, "\$16,000 a year," but that's based on an assumed interest rate and estimated reduction. There are a lot of assumptions and estimates built in there that could be nothing, along with all of our costs up front that we would have to pay for just getting into this. Personally, I don't think I'm ready to do anything with this at this point.

Mr. Sabol: Basically, that's the same way that I feel because after listening to Deborah's comments, we wanted to take another look at it. She had pertinent information. Once this is done, we will move into the general comment period and you may say something at that point.

Ms. Koontz: I sat down with George to go over this, so I did understand it, although, I want to hear what Deborah has to say. It just sounds like we are in a bad hole that we can't climb

out, so we might as well just stay where we are. I'm with Joe. I'm not ready to make any decision on this.

Mr. Szewczyk: Do we want to open it up to public comments?

Mr. Flint: Yes.

Ms. Chichelli: Do we have to make a decision now?

Mr. Flint: No.

Mr. Sabol: We can take public comments and discuss it at the next meeting.

Mr. Flint: Is there any public comment on this issue?

Ms. Johnson: I don't propose to know exactly what the bond issue is about because my expertise for 35 years was in financial statements and past preparation. So I'm not privy to all the ins and outs of the bonds, but I have been talking to several people and I actually reached out to Prager, McCarthy & Sealy who was the Underwriter of the original bond, but they were no longer in business. However, I found out that Mr. Prager was in San Francisco, California and I reached out to him. He then directed me to Brett Sealy who is in Tampa.

Mr. Flint: He's in Orlando, in Winter Park.

Ms. Johnson: It makes no difference. That might have been the person that you spoke to George.

Mr. Flint: Yes.

Ms. Johnson: I have been talking to them to try to understand what this bond is all about. I also spoke to a couple of banks in the area. I'm not saying that we should do anything right now, because it's 6.95% interest, but the way Mr. Sealy proposed it, it could go down as low as 3%. By calculating it on a 4.5% interest rate, we would save \$234,000 over the next 10 years, not 11.5 or 12 years. It was mentioned that \$16,000 was the amount of the reduction of the annual debt. That doesn't sound like much, but over 10 or 12 years, it's \$182,000. Even if we have a \$57,000 issue, I think it's something to consider. I'm not saying that we should do it. I just think because interest rates are so low that we should. I spoke to area banks and a bonding agent who agreed it made sense to replace the current bond with a traditional bank financing at 3%. I think it's something to think about because I don't really understand what the \$381,000 is about and if we ever can recoup that money or if it's something we would write off over the years. There is always depreciation on everything and write offs so I don't know whether we would do that. I think it's something for our Board to consider. I'm not thinking any time soon, but just think

about it. Maybe you can look into it yourself and talk to some bonding people. I just can't take one person's view on this. I'm not saying you, George, but the person you are talking to. I'm thinking numbers-side, saving either between \$182,000 or \$234,000, even with a \$57,000 debt reduction, I don't understand why we wouldn't do it, but I think it's something for the Board to consider, just not immediately. Because 6.95% highway robbery. That's all. Thank you.

Ms. Koontz: Deborah, does a traditional bank financing mean any loan?

Ms. Johnson: A bank loan.

Ms. Koontz: Is that an avenue that's open to us?

Ms. Johnson: Yes, if you want a bond.

Mr. Flint: That's what this analysis is based on.

Ms. Koontz: On a bank loan?

Mr. Flint: Yes, because it's too small for a public offering. As I mentioned, there are probably five or six banks that have an appetite for CDD deals. Out of those, there's probably only one that these parameters fit within. Then you have the credit issue. That one bank usually does not take deals that are not clean. The successor of Prager, McCarthy & Sealy is MBS Bonds, owned by Brett Sealy and his father Doug Sealy. During the height of the market, they probably completed 85% of all the CDD bond issues and Bank of America completed about 15%. There are only two Underwriters, FMS Bonds and MBS Bonds. They know who the potential bondholders are, what banks are going to do these deals and that they are complicated. If you call a local bank and say that you have a loan at 6.95% and you don't explain the fact that you don't have a fully funded reserve and have credit issues, they may say, "Oh yeah that makes sense if the current market is 3% but if you provide the entire picture, the answer is likely going to be different." If you are not comfortable with MBS' analysis of this, we could consult with FMS Bonds, but it's not like there's a bunch of Underwriters out there that handles these deals. We manage 160 CDDs and handle a lot of bond issues, so we understand these issues, but it's not in my best interest to say you shouldn't refinance it. So I'm not going to say, "Oh you shouldn't do it, if I didn't think that you probably shouldn't do it", but there are risk factors. You can decide to go forward with your eyes wide open that there are risk factors, but you may incur some expense that you may not be able to recover. You are going to trigger a mailed notice and a public hearing requirement and there is a cost to all of that. You are going to increase the principal amount of the bonds because you have to fund your debt service reserve and COI.

Those things are going to happen, no matter who is handling it. I will be happy to follow whatever direction the Board wants to take.

Mr. Sabol: I think my way of thinking is to defer it 30, 60 or 90 days, because there may be a much more lucrative deal. They dropped the prime rate, but interest rates might go down to 2%, so we can keep on watch on that. We certainly wouldn't want to do it twice, but the interest rate could conceivably go down some more.

Ms. Koontz: I would like to ask one more question about this analysis. Deborah discussed a traditional bank financing, and I think these numbers and combinations were based on a 3% interest rate, right? So how about if I make sure that I share this with you at the end of the meeting. I didn't change my position, but I'm not ready to do anything on this.

Mr. Flint: Sarah, did you have any comments?

Ms. Sandy: No, I think you presented it very well in outlining the email that Brett submitted. We are pretty far from the original issuance. Usually you would be looking at a re-financing, but the complicated factor here are the pieces that are not performing. It makes it harder.

Mr. Flint: This analysis is not based on a commitment from any bank. It's based on a scenario that if you could do the deal at 3%, this would be what you are looking at. The next step would be going out and actually getting a commitment from a bank. It's up to the Board.

Ms. Sandy: If the Board wanted, staff could ask for a second opinion from the other main Underwriter in Florida for CDD bonds.

Mr. Flint: Right. I'm not sure if FMS would provide one, but we can ask. Based on the size, I don't know if we would get their attention or not. I just did a bond closing this morning with FMS.

Mr. Szewczyk: I don't think it would hurt to get someone else's viewpoint. We see the amounts of money that we possibly could be saving, but we still are not sure what all of the risk factors are that could wipe out those savings. Maybe you could reach out to FMS and get their opinion and then we can look at this another time and combine both opinions to see if we can come up with something.

Mr. Flint: Okay.

Mr. Sabol: Anyone else?

Mr. Flint: If not, I will reach out to FMS Bonds and see if they can provide any feedback or analysis that would help the Board. We will bring this back next month.

SEVENTH ORDER OF BUSINESS

General Audience Comments

Mr. Flint: Is there any other public comment? Please state your name and address.

Joe Michaels, 2644 Peach Circle: I have a couple of questions. What would the approximate outlay of funds be prior to closing? Assuming we ended up closing, how much would we be losing, approximately?

Mr. Flint: It's hard to estimate it, but the total estimated cost of issuance is \$100,000. Probably, the worst case, it would probably be \$25,000 of that, if you went all the way down the road and you didn't close. Most of the other professionals get paid at closing on a contingency basis.

Mr. Michaels: Is this estimate, how much we would be saving every year, including all of these costs?

Mr. Flint: Yes. They are net of those.

Mr. Michaels: Okay. Are the buildings on those properties collecting taxes?

Mr. Flint: No.

Mr. Michaels: So there is land sitting there undeveloped at this point.

Mr. Flint: Correct.

Mr. Michaels: Okay. Thank you.

Mr. Flint: Are there any other public comments? Hearing none,

EIGHTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Flint: Sarah, do you have anything else for the Board?

Ms. Sandy: No.

Mr. Flint: Are there any questions for Sarah?

Mr. Szewczyk: No.

- **General Audience Comments (Con't)**

Eileen Buckley, 1963 Scarlett Avenue: First of all, I want to thank Rena for working with Blooming's when they were not going to mow all of the grass that was on the common ground. There were several issues, so it took us some time to go to Blooming's and tell them exactly where the common ground was. It was a little more than they had been mowing. Rena worked very, very well with Blooming's and they are doing a great job now. So thank you. Secondly, I've given the Board Members a sheet on Ganoderma, a fungus that kills Palm trees. We had our new landscape company do a walk through two weeks ago and three trees had this disease. It is highly contagious, contact and airborne because there are spores, so we are going to be taking down those trees. The process is quite extensive. You have to take down the tree and all of the foliage and dirt within a 5-foot radius on each side of the tree, which is a total of 10 feet in diameter. There is a bleach treat that they do on the remaining dirt. After that has washed through to kill all of the fungus, then they go in, put new dirt in and plant a tree. Usually, they will wait about six months and replace any bushes. He talked to us about it and said that three trees had a fungus called Shelf Fungus. It looks like a little shelf, down at the base of the tree. Your tree will also turn yellow and brown quickly and the fronds start falling off. Whenever it gets to that point, the tree is fully diseased. There is no cure for it or preventative chemical that you can put out there to keep it from coming. He said that he has seen a row of Queen Palms that were not well. The first two had large shelves that had gotten bigger and killed the trees. Then it continued down and chocked every one of the Queen Palms. When you water, the water goes from tree to tree. So I just wanted to alert you and maybe have Blooming's look at the trees, to see if there is any possibility that we have the fungus. If we have it, we need to eradicate it, get rid of the tree and the dirt so we don't kill all of the Palm trees at in our beautiful facility. Do you have any questions?

Ms. Koontz: I do. When you say, "He," who is he?

Ms. Buckley: Our landscape company owner.

Ms. Koontz: Which company?

Ms. Buckley: Pinnacle. His name is Toby St. Pierre. To take the tree down, remove any foliage and dirt, haul it off and treat it costs about \$500 per tree. That does not include replacing it with a new tree. I would be happy to give you his phone number or email address if you would like further information.

Ms. Koontz: If I need it, I will get in touch with you.

Ms. Buckley: Okay. Thank you.

B. District Manager – Action Items

Mr. Flint: The Oaks were on the Action Items List because of the concern about the condition of some of the Oaks. We also had the issue of trimming the Oaks. The trimming was completed, and the contractor was fully paid. I don't know if they provided Rena with any feedback on the health of the trees and whether they have seen any issue with those.

Ms. Koontz: Yes, I did have that on my Landscape Report. They said that the trees are generally healthy, but some of them could use boost injections, which are like a B-12 shot. Liquid fertilizer would be put into the roots to give the trees a boost.

Mr. Flint: We talked about the solar light last month and provided a proposal. The Board decided not to move forward with that. Do you want to keep this item on the Action Items List, or do we want to remove it? I think we exhausted our research.

Mr. Sabol: I think we should remove it.

Ms. Chichelli: What if we find another option?

Mr. Sabol: He already told us there is no other option.

Ms. Chichelli: I spoke with George. I was thinking about placing an electrical lamp post, connected to the pool area, which is closer than the area you were going to do. George estimated \$7,000.

Mr. Flint: I think it was in the range of \$7,000.

Ms. Chichelli: I was just thinking about that. I don't know if The Villas will agree to do that because we don't pay for the electricity. So if The Villas accept that, that means there will receive a bill for electricity and who is going to pay for that?

Mr. Sabol: I have no problem if that is possible. If it was the same identical light and there's a source of electricity and you put it in, that's something we could consider.

Ms. Chichelli: Today I spoke with George about it. I have not talked with the Board members of the Villas, but I know that people are going to be looking for it. That's my only concern.

Mr. Sabol: You can ask your HOA what they want to do.

Ms. Chichelli: Okay.

Mr. Flint: If you want, we can just leave this item on the list for the time being. The last two action items; six and seven, the District Engineer provided an update on those. Was there anything else that the Board wanted to add to the Action Items List or discuss?

Mr. Sabol: No.

C. Amenities Manager – Monthly Report

Mr. Trates: This month our new security guard started his work. Two officers from the North Port Police Department were hired for Halloween Trick-or-Treating. The Oak tree canopies on Plantation Boulevard were re-raised by Blooming's. DART Pools is scheduled to replace the spa chemical control system. Under "Amenity Management" I have three access control system quotes. The first is from Crime Shield Fire & Security for two access gates and 1,400 fobs for \$14,352.76. The second quote is also from Crime Shield Fire & Security for four access gates, two for the pool, one for the gym and library and 1,400 key fobs for \$18,664.76. The third quote was received earlier today from Integrated Fire & Security. Unfortunately they only provided a proposal for four gate access points, two for the pool, gym and library and 56 key fobs for \$20,066.39. I was trying to get these quotes before the last meeting, but I wasn't able to get them until this meeting.

Mr. Szewczyk: So these are the three you received. Is the one from the prior meeting, one of these?

Mr. Trates: No. That proposal was from CI Axis, which required electrical work, running 100 feet of wires. The three are all inclusive. It's a done deal.

Ms. Koontz: I have a couple of problems with these bids. First of all, I don't think these are good bids. We should have a breakdown for each of these line items, such as what it costs for a single maglock or a "Request for Exit" sign. Secondly, I'm in favor of some sort of security system, but this Board is going about this the wrong way, in my opinion. We are going backwards. I think we should sit down and decide what we want to protect and what we want out of the security system, because I see that the gym and library are included. We talked back and forth that they have code access doors. Do we want to consider this building in the system? Do we want to consider the office? Do we want to lock the kitchen, if people have keycard access to this building? I think we need to decide what exactly we want and put together a Request for Proposal (RFP). Then we should go out to these companies and say, "Here is what we want. Tell

us how much it will cost us and what you can do for us.” I think we are going backwards by bringing these companies here and then having them tell us, “We will do this...” We need some RFPs that say, “Here’s what we want and what can you do for us?”

Mr. Trates: The request from the Board was to get quotes for just the two pool gates for access. It also included the gym and library.

Ms. Koontz: We have no idea what any of this cost. We have no information about who is going to put the data together on all of the residents. We are getting options. Where is the control going to be? Who is going to install the control panel? Where is it going to be located? There are too many unanswered questions here. We are just out here floundering. I think we need to nail down what we want and then say, “Tell me how much this is going to cost. How much is this swing gate going to cost?” That’s just my opinion.

Mr. Sabol: Maybe we are getting the cart in front of the horse. Let’s talk about the guard for a moment. How is that working out?

Mr. Trates: It’s working very well.

Mr. Sabol: There haven’t been any incidents?

Mr. Trates: It’s improved 100%.

Mr. Sabol: Okay, so maybe we are not even looking at this. We don’t know yet. If you want more detailed bids, I am all for that. That’s not a bad idea, but maybe we will never even get to this. We don’t know.

Mr. Szewczyk: When we started this, we were looking at this from two different perspectives. First, we wanted to hire the guard to keep people out of the pool at night that don’t belong here, because staff couldn’t possibly stay on top of it as much as we need them to. I felt that there were two separate issues. We are obviously off to a good start on the nighttime security. You said that things improved 100% and I never doubted that. Just having someone here was going to be enough to scare people off. So when we come down to improving the security for the pool area and keeping those people out, I’m pretty sure, Rena that the Board did not include the gym or the library.

Ms. Koontz: They were included in these bids.

Mr. Szewczyk: I know, and that’s one of the reasons why I didn’t even look at the proposal for the four access points. Then we had an issue regarding the electricity, running the lines and things like that. So maybe we are just coming back to whether we feel the need to keep

people out of the pool. If it comes down to something as simple as that, then that's really what we are voting on. Do we want to spend \$12,000 to \$20,000, to keep people who don't belong here during the day, out of the pool, because the nighttime guard is going to take care of that for now?

Mr. Sabol: There are two separate issues. We can ask, just like Rena is suggesting, more defined proposals and we can take a look at those, just in case the guard does not work, and we want to proceed.

Ms. Chichelli: An itemized one.

Ms. Koontz: Just to play devil's advocate, based on these numbers, if the guard is working out, why don't we consider a full-time guard at night when no one is here.

Mr. Sabol: Well, if we have a guard that can do it 24 hours a week and it's working well, why would we want to expand that?

Ms. Koontz: Because he's only here 24 hours a week.

Mr. Sabol: Well, he's covering it and there's no problem.

Ms. Koontz: So far.

Mr. Sabol: So far, yes. Why waste more money? We wasted enough money around here.

Ms. Koontz: I'm not saying that's hard. I'm saying that if we are going to look at what type of security we are providing, whether it's nothing or security access, keycards or nighttime security, if there have been no incidents, how long is it going to take for people to think he's not here on a Tuesday or Thursday night?

Mr. Trates: The schedule is random, so there's no way that people are going to be able to tell when he's here.

Ms. Koontz: I don't think it's beyond kids sneaking up here to see if the guard is on duty. If they are not, they will jump in the pool. What I'm saying is, when we are looking at all of these dollar figures, if we are trying to figure out what kind of protection we want, I think we should include it. So if the guard is working, let's see what that cost is. I'm not saying, "Do it," but if we are looking at \$20,000 and \$14,000, what would a full-time guard cost for those nights? I'm just throwing it out to be devil's advocate.

Mr. Flint: I do want to mention one thing, because I know that District Counsel is sensitive about discussions of security issues on the record, because this is a public record and it's going to be in the minutes. They take the position that if we are going to have a detailed

discussion on security, it should be done in a closed session. There's actually a change to the Statutes that allow the Boards to have those discussions in closed session. That way, if you are talking about whether they are doing 24 hours, 48 hours or full-time security, it's so that people actually know what our plan is. The same with the locations of cameras and whether you are going to have maglocks. One option might be if the Board wants to have a detailed discussion on security at the next meeting, we could have a closed session for part of the meeting, where you have that discussion, so you are free to openly talk about those issues without compromising the District.

Mr. Sabol: Do we defer this situation with the fobs to see how the other guard works out next month and discuss it at the next meeting?

Mr. Szewczyk: I still say that these are two separate issues, but I can't argue with wanting a more detailed bid and an itemized breakdown. I'm pretty sure that we agreed that we were just looking for a gate access system for the pool because we already had a system where we can just change the codes for these other rooms. So if we can get a more detailed breakdown of these costs, we can look at it when they come back. That's the way I feel regarding the additional security out here.

Mr. Trates: Sure.

Ms. Chichelli: I agree.

Mr. Flint: Does the Board want to potentially delegate?

Ms. Chichelli: No.

Mr. Flint: It sounds like you have a lot of good ideas. One of the things that probably needs to be done is a price sheet needs to put together that each bidder is actually filling out, so you have an apples-to-apples comparison. That is what you do with landscape contracts and other contracts, so everyone is providing the same information. Hopefully, side-by-side, you can make some comparisons and understand what they are bidding on, what's included, what's not included and what the cost is. It sounds like that would be a good start and would almost serve as your RFP, because what you delineate on your cost sheet is what they are going to need to provide.

Mr. Sabol: So if Nathan could get more defined proposals for the next meeting, that would be great. Then we can sort it out at that point.

Mr. Flint: Does the Board want to plan on having a portion of the next meeting in a closed session to discuss the security?

Ms. Koontz: I like that idea.

Ms. Chichelli: I think it's necessary.

Mr. Flint: I think you are somewhat hampered. Nothing against anyone in this room, but the audio recording is a public record, the minutes are a public record and that is what the issue is. You could compromise the District's position.

Mr. Sabol: We should set it for the next meeting.

Mr. Flint: For the first part of the meeting. We can meet in another room.

Mr. Sabol: At 5:45 p.m.

Mr. Flint: Or you can start it at 6:00 p.m. and just have the first half hour separately.

Mr. Sabol: That would be separate, if you wanted to do that.

Mr. Szewczyk: Let's do that.

Mr. Trates: That's all I have for you. I will reach out to the companies to get more detailed pricing.

Mr. Flint: The November meeting is on November 20th.

Ms. Koontz: Do we have a hearing also?

Mr. Flint: Yes, the rule hearing. That shouldn't be a major issue. It's a formality that we have to hold the public hearing, but it's on the rules and the yard drain issue.

Ms. Koontz: Should we come here earlier to have the security meeting and then start the meeting at 6:00 p.m. with the hearings? Isn't that what we already advertised?

Mr. Flint: They are advertised for 6:00 p.m., but it depends on when you get to it in the agenda. It can happen at 7:45 p.m., 8:00 p.m. or 8:30 p.m. It's not time specific, necessarily.

Ms. Sandy: Typically, first we have a closed session and then the meeting after that.

Mr. Flint: Yes. If it was a budget hearing and we were proposing an increase in assessments or something like that, you would be more sensitive to that, but a rule hearing, I don't expect that we are going to be having a lot of people that want to provide comments, but again, that's the Board's call. So if everyone is available on the 20th, we have a meeting scheduled anyway. We will just start the agenda with the closed session.

Mr. Sabol: Fine.

Mr. Szewczyk: Okay.

Mr. Flint: Nathan is finished.

NINTH ORDER OF BUSINESS

Other Business

Mr. Flint: Is there any other business that the Board wanted to discuss that was not on the agenda?

Mr. Sabol: Yes. There's always a problem and I happened to get in the middle of this one. On October 8th, I went for a two-mile walk. I love dogs. We've had seven or eight of them. As I was going down along the tennis court, there was a dog tied to the outside of the court with 20 feet of rope. The dog lunged at me, jumped a couple of times, all of the players stopped playing, came over and we reprimanded the owner. He was told what to do with the dog and was told at that time to take the dog and tie it to the outside of the fence so it wouldn't be a problem to anyone. So that's what he did and then he came to me today with a letter. He is a retired Major in the Air Force. He says that the dog is not a service dog yet. I told him that as long as he keeps the dog on the outside of the fence and doesn't injure anybody on the sidewalk, I cannot see a problem with that.

Ms. Koontz: I have a problem with a dog being tied to the fence out in the middle of the sun while the owner plays tennis. Plus, I thought no dogs or pets were allowed on this property.

Mr. Flint: They are not.

Ms. Koontz: A service dog is going to attack.

Mr. Sabol: It's not a service dog. He is not the only one who does this. There are other tennis players that also do it. I've seen him out there doing this. So that's the situation we have.

Ms. Koontz: I was here this week and there was a dog that was walking around the perimeter. I asked someone in the office to please remind the owner that no dogs were allowed. Service dog or not, they should not be there.

Mr. Flint: The Amenity Policy says, "Dogs and other pets with the exception of service dogs are not permitted in amenity facilities. In the event a special event is held as previously approved, dogs are permitted." I think there's an exception for service horses or ponies and there could be exceptions for having pets, but in general pets are not allowed. The Amenity Policies are not only defined as for inside the Clubhouse. The amenity facilities are the entire property here.

Mr. Sabol: So according to the rules, there should not be a dog in the amenity area.

Mr. Flint: Right, which would include being tied to the outside of the fence.

Ms. Koontz: This isn't a service dog. This is just a dog that makes him feel better. My dog makes me feel better too.

Mr. Sabol: He said it costs \$7,000 to make it a service dog.

Ms. Koontz: It's not a service dog.

Mr. Sabol: I know it's not. He said that he was talking about it. In that letter, he mentioned having two heart attacks.

Ms. Koontz: Well he's healthy enough to play tennis.

Mr. Sabol: So we have to make a decision.

Ms. Koontz: I say no. Do not let this man tie his dog to the tennis courts.

Mr. Sabol: Okay.

Mr. Szewczyk: Dogs aren't allowed.

Ms. Koontz: There has been so much corruption about a service dog that you really don't know if it's a service dog unless they have some kind of papers.

Mr. Sabol: So here is the letter. What do we want to do? Do we want to enforce no dogs allowed?

Mr. Flint: Normally what you would do, if someone is violating the Amenity Policies is, there is a process for a verbal and written warning and then it's progressive. I think once you start making exceptions like this, it becomes an issue because then someone else is going to want to bring their dog that is not a service dog to be tied to the pool fence. So I think you are better off enforcing your rules or changing them if you don't agree with them. I think the gentleman has to be notified that he can't have the dog on CDD amenity property.

Mr. Sabol: If another dog is caught walking around the building, who talks to the owner?

Mr. Flint: If we can identify who the owner is.

Mr. Sabol: We can't because they walk here periodically.

Mr. Flint: The same thing has to happen. They would get a verbal warning. If it continues they would receive a written warning and would be subject to the suspension of their privileges.

Mr. Sabol: So it lies on Vesta.

Mr. Flint: If it's a dog that is off leash and you can't identify the owner, obviously we would call Animal Control.

Mr. Sabol: There is an elderly lady that walks with two canes. If that would've been her instead of me the dog probably would've bitten her and knocked her down and we would have had a problem.

Mr. Flint: I'm dealing with a dog bite case in another District right now. The person who was bit hired an attorney. It's not something you want to mess with.

Mr. Sabol: No, we don't need that.

Mr. Szewczyk: We need to just enforce the rules we have in place.

Ms. Chichelli: Right. Could we have signs around the Amenity Center saying, "No Dogs Allowed?"

Mr. Flint: Do we have any signs?

Mr. Trates: I will order more.

Ms. Johnson: What about someone who is paying to play here?

Mr. Flint: It doesn't matter.

Ms. Johnson: They should know the rules.

Mr. Flint: They know it now because the conversation is taking place. We will deal with that if the direction from the Board is to enforce our existing Amenity Policy.

Mr. Szewczyk: Yes.

TENTH ORDER OF BUSINESS

Supervisors' Requests

Mr. Flint: Are there any Supervisor's Requests? If not, we need a motion to adjourn.

ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Sabol seconded by Mr. Szewczyk with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION B

Lakeside Plantation Community Development District

Summary of Invoices

October 1, 2019 to October 31, 2019

Fund	Date	Check No.'s	Amount
General Fund	10/7/19	2108-2114	\$ 25,387.15
	10/10/19	2115	\$ 3,379.92
	10/11/19	2116-2118	\$ 358.47
	10/16/19	2119-2123	\$ 938.28
	10/18/19	2124	\$ 99.00
	10/28/19	2125-2133	\$ 6,988.63
			\$ 37,151.45
Capital Reserve Fund	10/28/19	97	\$ 2,008.60
			\$ 2,008.60
Automatic Drafts	<u>September 2019</u>		
	Florida Power & Light	2200 Plantation Blvd - Clubhouse	\$ 1,156.13
		2200 Plantation Blvd - Fountain	\$ 622.17
		2200 Plantation Blvd - Tennis Courts/Pool	\$ 543.42
	North Port Utilities	2200 Plantation Blvd - Clubhouse	\$ 177.80
		2200 Plantation Blvd - Fountain	\$ 46.77
		2200 Plantation Blvd - Tennis Courts/Pool	\$ 543.81
	TECO Peoples Gas	2200 Plantation Blvd - Pool	\$ 12.13
	Frontier Communications	2200 Plantation Blvd - Clubhouse	\$ 369.56
			\$ 3,471.79
			\$ 42,631.84

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	...CHECK... AMOUNT
10/07/19	00010	9/29/19	2019	018	201909	320-53800-47200		CLEAN SIDEWALK	*	100.00	
10/07/19	00010	9/30/19	2019	018	201909	320-53800-46500		RMV PALM TREES	*	1,500.00	
10/07/19	00010	10/01/19	2019	019	201910	320-53800-46400		LANDSCAPE MAING-OCT19	*	7,655.00	
10/07/19	00223	10/01/19	2019	10	201910	310-51300-35200		BLOOMINGS LANDSCAPE & TURF MGMT, INC	*	24.95	9,255.00 002108
10/07/19	00123	10/03/19	2019	10	201910	330-53800-48000		LIVE BAND-10/26/19	*	600.00	
10/07/19	00303	9/30/19	2019	09	201909	330-53800-48400		GUARD SERVICES SEP19	*	420.00	
10/07/19	00041	8/06/19	2019	08	201908	330-53800-48400		RPLC GLASS TUBES/SYSTEMS	*	125.00	
10/07/19	00106	9/20/19	2019	09	201909	310-51300-48000		NOT OF MTG-FY20	*	114.40	
10/07/19	00257	10/01/19	2019	10	201910	330-53800-12000		AMENITY CENTER MGMT-OCT19	*	14,558.67	
10/10/19	00001	10/01/19	2019	10	201910	310-51300-34000		MANAGEMENT FEES OCT19	*	3,187.17	
10/01/19	88	10/01/19	2019	10	201910	310-51300-35100		TECHNOLOGY FEES OCT19	*	83.33	
10/01/19	88	10/01/19	2019	10	201910	310-51300-51000		OFFICE SUPPLIES	*	.42	
10/01/19	88	10/01/19	2019	10	201910	310-51300-42000		POSTAGE	*	7.00	
10/07/19	00106	9/20/19	2019	09	201909	310-51300-48000		SECURITY ALARM CORP.	*	364.23	002112
10/07/19	00041	8/06/19	2019	08	201908	330-53800-48400		RELION SOLUTIONS	*	420.00	002111
10/07/19	00303	9/30/19	2019	09	201909	330-53800-48400		MARK R. WOLF	*	600.00	002110
10/07/19	00123	10/03/19	2019	10	201910	330-53800-48000		EZOT, INC.	*	74.85	002109
10/07/19	00001	10/01/19	2019	10	201910	310-51300-34000		THE SUN	*	114.40	002113
10/07/19	00257	10/01/19	2019	10	201910	330-53800-12000		VESTA PROPERTY SERVICES, INC.	*	14,558.67	002114

LKSD LAKESIDE PLANT KOSTA

*** CHECK DATES 10/01/2019 - 10/31/2019 *** LAKESIDE PLANTATION - GENERAL BANK A LAKESIDE PLANTATION

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	
10/01/19	88	201910	310	51300	42500			*	102.00		
		COPIES									
10/11/19	00304	10/08/19	201910	300	36900	10300	GOVERNMENTAL MANAGEMENT SERVICES	*	140.00	3,379.92 002115	
		REIMB TENNIS SIGNUP									
10/11/19	00260	10/04/19	201910	330	53800	51000	ANNE O'BRIEN	*	50.00	140.00 002116	
		FEEDER TUBING FOR PUMP									
10/11/19	00032	10/02/19	201909	320	53800	43400	DART POOL SOLUTIONS, INC	*	168.47	50.00 002117	
		GARBAGE COLLECTION-SEP19									
10/16/19	00072	10/02/19	201909	330	53800	48100	NORTH PORT SOLID WASTE DISTRICT	*	358.00	168.47 002118	
		MUSIC LICENSE FEE-2019									
10/16/19	00014	9/13/19	201909	330	53800	48101	BMI	*	44.49	358.00 002119	
		WATER COOLER-SEP19									
		9/30/19 548134 201909 330-53800-48101									
		WATER COOLER-SEP19									
10/16/19	00185	10/10/19	201910	300	15500	10000	CULLIGAN WATER	*	250.00	88.98 002120	
		LIVE MUSIC-1/29/2020									
10/16/19	00196	10/10/19	201910	300	15500	10000	JAMES BLACKBURN	*	200.00	250.00 002121	
		LIVE MUSIC-11/21/19									
10/16/19	00041	10/04/19	201910	330	53800	48400	JOSEPH FLORENTINO	*	41.30	200.00 002122	
		RPLC BATTERY/PANED/CID									
10/18/19	00245	8/15/19	201908	310	51300	45000	SECURITY ALARM CORP.	*	99.00	41.30 002123	
		FLORIDA INSUR ALLIANCE									
10/28/19	00200	10/16/19	AS101619	201910	310	51300	11000	EGIS INSURANCE ADVISORS, LLC	*	200.00	99.00 002124
		SUPV FEE 10/16/19									
		ALAN SABOL									
		200.00 002125									

LKSD LAKESIDE PLANT KCOSTA

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK#	AMOUNT
10/28/19	00015	10/01/19	73549	201910	310-51300-54000		DEPARTMENT OF ECONOMIC OPPORTUNITY	*	175.00		175.00
							SPECIAL DISTRICT FEE FY20				
10/28/19	00260	10/09/19	89007	201910	330-53800-51000		SINGLE HEAD PUMP	*	443.14		443.14
		10/11/19	89008	201910	330-53800-51000		200 PLM CARTRIDGE ELEMENT	*	365.00		365.00
10/28/19	00066	10/16/19	110478	201909	310-51300-31500		DART POOL SOLUTIONS, INC	*	4,018.74		808.14
							MEMORANDUM/RULE MAKING				4,018.74
10/28/19	00056	10/16/19	JS101619	201910	310-51300-11000		HOPPING GREEN & SAMS	*	200.00		200.00
							SUPV FEE 10/16/19				
10/28/19	00193	10/17/19	48	201910	310-51300-31100		TENNIS COURT/DRAINAGE	*	966.25		200.00
							JOE SZEWCZYK				966.25
10/28/19	00282	10/16/19	MC101619	201910	310-51300-11000		JOHNSON ENGINEERING, INC.	*	200.00		966.25
							SUPV FEE 10/16/19				200.00
10/28/19	00290	10/16/19	RK101619	201910	310-51300-11000		MARIA J CHICHELLI	*	200.00		200.00
							SUPV FEE 10/16/19				200.00
10/28/19	00272	6/01/19	PI-A0027	201906	320-53800-46000		RENA A KOONTZ	*	220.50		200.00
							LAKE #3 MIDGE TREATMENTS				220.50

TOTAL FOR BANK A 37,151.45
 TOTAL FOR REGISTER 37,151.45

LKSD LAKESIDE PLANT KCOSTA

BANK C CHECKING ACTIVITIES
 CHECK VENDOR#INVOICE.....EXPENSED TO... VENDOR NAME STATUS AMOUNTCHECK.....
 DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS RAISE CANOPIES-FINAL PMT * 2,008.60
 10/28/19 00027 6/29/19 2019-011 201906 600-53800-61000 BLOOMINGS LANDSCAPE & TURF MGMT, INC 2,008.60
 AMOUNT

 TOTAL FOR BANK C 2,008.60
 TOTAL FOR REGISTER 2,008.60

LKSD LAKESIDE PLANT KCOSTA



5824 Bee Ridge Road #165, Sarasota, FL 34233

Invoice

Date: 9/29/2019
 Invoice #: 2019-01810

Bill To:

Lakeside Plantation CDD
 c/o Governmental Management Services
 9145 Narcoossee Road, Ste A206
 Orlando, FL 32827

RECEIVED

SEP 30 2019

BY: _____

10
 1-91 775-472

Terms

Due on receipt

Description	Qty	Amount
Clean up sidewalk from Sycamore Street to Toledo Blade Blvd		100.00

PAYMENT ACCEPTED: CHECK AND CREDIT CARD.

Please contact our office to pay by credit card.
 Make check payable to:
 Bloomings Landscape & Turf Management, Inc.
 Please include invoice number on your check.
 Thank You For Your Business

Total	\$100.00
Payments/Credits	\$0.00
Balance Due	\$100.00

Phone #	Fax #	E-mail	Web Site
(941) 927-9765	(941) 929-9356	carla@bloomingslandscape.com	www.bloomingslandscape.com



5824 Bee Ridge Road #165, Sarasota, FL 34233

- Invoice

Date Invoice #
 9/30/2019 2019-01843

Bill To:

**Lakeside Plantation CDD
 c/o Governmental Management Services
 9145 Narcoossee Road, Ste A206
 Orlando, FL 32827**

RECEIVED

OCT 1 2019

BY: _____

10
 19 : 465

Description	Terms	Due on receipt
	Qty	Amount
Remove Washingtonian Palm trees at the following locations: Two behind the entry monument One in the small median by the gas station Three from the berm between Sycamore Street and Jonah Drive	6	1,500.00

PAYMENT ACCEPTED: CHECK AND CREDIT CARD.
 Please contact our office to pay by credit card.
 Make check payable to:
Bloomings Landscape & Turf Management, Inc.
 Please include invoice number on your check.
 Thank You For Your Business

Total	\$1,500.00
Payments/Credits	\$0.00
Balance Due	\$1,500.00

Phone #	Fax #	E-mail	Web Site
(941) 927-9765	(941) 929-9356	carla@bloomingslandscape.com	www.bloomingslandscape.com



Invoice

5824 Bee Ridge Road #165, Sarasota, FL 34233

Date: 10/1/2019
 Invoice #: 2019-01955

Bill To:

Lakeside Plantation CDD
 c/o Governmental Management Services
 9145 Narcoossee Road, Ste A206
 Orlando, FL 32827

RECEIVED

OCT 1 2019

10
to 5th of 10/1/19

BY: _____

(landscape maintenance) 10/1/19

Terms: Net 30
 Due Date: 10/31/2019

Description	Qty	Amount
Month of October Monthly Grounds Maintenance Fee		7,655.00

PAYMENT ACCEPTED: CHECK AND CREDIT CARD.
 Please contact our office to pay by credit card.
 Make check payable to:
 Bloomings Landscape & Turf Management, Inc.
 Please include invoice number on your check.
 Thank You For Your Business

Total	\$7,655.00
Payments/Credits	\$0.00
Balance Due	\$7,655.00

Phone #	Fax #	E-mail	Web Site
(941) 927-9765	(941) 929-9356	carla@bloomingslandscape.com	www.bloomingslandscape.com

From: Teresa Viscarra tviscarra@gmscfi.com
Subject: Fwd: WebBizBuilder: Statement
Date: October 1, 2019 at 9:08 AM
To: Jose Rodriguez jrodriguez@gmscfi.com
Cc: Katie Costa koosta@gmscfi.com

RECEIVED

OCT 1 2019

From: support@webbizbuilder.com
Subject: WebBizBuilder: Statement
Date: October 1, 2019 at 8:29:08 AM EDT
To: tviscarra@gmscfi.com

BY: _____

WebBizBuilder Statement

Date: Oct 2019

This is the statement for your monthly WebBizBuilder service fees. Please send payment to the address listed below. If you have any questions about this statement or your account, contact customer service at support@webbizbuilder.com

Account name: lakesideplantationcdd.com/lakesideplantation

Service Plan: Essential Website - \$24.95 per month

Payment Due: On receipt

203
monthly hosting

Total Amount Due:
\$74.85

Account Information:
Viscarra, Teresa
gflint@gmscfi.com
135 W. Central Blvd
Orlando, Florida 32801
407-841-5524

Send Payments To:
EZOT, Inc.
PMB 239
9597 Jones Rd.
Houston, TX 77065

To update your account information, login to your site and click the "Your Account" link.

Make check payable to **EZOT, Inc.**

Date	Item	Account	Rate
Oct 2019	Monthly Hosting Bill Dec 2019	lakesideplantationcdd.com/lakesideplantation	24.95
Oct 2019	Monthly Hosting Bill Nov 2019	lakesideplantationcdd.com/lakesideplantation	24.95
Oct 2019	Monthly Hosting Bill Oct 2019	lakesideplantationcdd.com/lakesideplantation	24.95

1 7 714 352

Total: \$74.85


1-2-155-1

RECEIVED

OCT 3 2019

BY: _____

Check Request

District	<u>Lakeside Recreation</u>	Date	<u>10/3/19</u>
Payable to	<u>Mark Wolf</u>	Account Number	<u>Event 5/Halloween Party</u>
Amount Requested	<u>\$600.00</u>	Requested By	<u>Nathan Tubs</u>
Description of Need	<u>Live band for annual Halloween Party on 10/31/19 from 5:30 pm - 10 pm.</u>		
Approved By		Signature	_____
Received By	_____	Signature	_____

* Please send to clubhouse



Robert & Wolfie

Music Duo

Playing music from the 70's to current

717-891-2347

Invoice # 233

**For musical services to be performed on October 26, 2019, at Lakeside
Plantation clubhouse. Annual Halloween Party, from 5:30-10pm.**

For the sum of \$600.00 due by the day of performance.

Please make checks payable to: Mark Wolf

Thank You

Mark Wolf

1501 Scarlett Ave.

North Port, Fl. 34289

717-891-2347

** Please Send to Clubhouse **



INVOICE

1

Relion Solutions LLC.
21378 Glendale Ave.
Port Charlotte, Fl. 33952

Date: Sep 30, 2019

Balance Due: \$420.00

RECEIVED

OCT 2 2019

Bill To:

Lakeside Plantation CDD
135 W. Central Ave., Suite 320
Orlando, Fl. 32801

BY: _____

Item	Quantity	Rate	Amount
Guard Services	24	\$17.50	\$420.00
	500		
	1-25-19 - 6/30		
		Subtotal:	\$420.00
		Total:	\$420.00

Notes:

Dates worked: September 27th, 28th, 29th
From: 9 P.M. - 5 A.M.

**Sun Newspapers
Classified Advertising
23170 Harborview Rd
Port Charlotte, FL 33980**

09/20/19

**NOTICE OF MEETING DATES
LAKESIDE PLANTATION
COMMUNITY DEVELOPMENT
DISTRICT**

Phone:(941) 429-3110 Fax:(941) 429-3111 Email:classified@sun-herald.com

The Board of Supervisors of the Lakeside Plantation Community Development District will hold their regularly scheduled public meetings for Fiscal Year 2020 at 6:00 pm at the Lakeside Plantation Clubhouse, 2200 Plantation Blvd., North Port, Florida 34289 on the third Wednesday of the month as follows:

Acct#: 297693	Date: 09/20/19
LAUREN VANDERVEER LAKESIDE PLANTATION CDD GOV MGMT SERVICES - CF, LLC 135 WEST CENTRAL BLVD STE 320 ORLANDO, FL 32801	Ad Date: 09/23/19
Telephone: (407) 841-5524	Class: 3126
	Ad ID: 3708610
	Ad Taker: MDICKINSON
	Sales Person: 200
	Words: 297
	Lines: 80
	Agate Lines: 91
	Depth: 9.542
	Inserts: 1
	Blind Box:

- October 16, 2019
- November 20, 2019
- December 18, 2019
- January 15, 2020
- February 19, 2020
- March 18, 2020
- April 15, 2020
- May 20, 2020
- June 17, 2020
- July 15, 2020
- August 19, 2020
- September 16, 2020

Other Charges:	\$0.00	Gross:	\$114.40
Discount:	\$0.00		
Surcharge:	\$0.00	Paid Amount:	- \$0.00
Credits:	\$0.00		
Bill Depth:	9.542	Amount Due:	\$114.40

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for a particular meeting may be obtained from the District Manager at 135 W. Central Blvd., Suite 320, Orlando, FL 32801.

Publication	Start	Stop	Inserts	Cost
Charlotte Sun (CS)	09/23/19	09/23/19	1	\$114.40

RECEIVED

SEP 25 2019

BY: _____

A meeting may be continued to a date, time, and place as evidenced by motion of the majority of Board Members participating. There may be occasions when one or more Supervisors will participate by telephone.

Ad Note:

*131
1-31-19*

Customer Note:

131 of May FY20

Any person requiring special accommodations at a meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings 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 such appeal is to be based.

George S. Flint
District Manager
Governmental Management Services - Central Florida, LLC
Publish: 09/23/2019
297693 3708610

**We Appreciate Your Business!
Thank You LAUREN VANDERVEER!**



**PUBLISHER'S AFFIDAVIT OF PUBLICATION
STATE OF FLORIDA COUNTY OF CHARLOTTE:**

Before the undersigned authority personally appeared Melinda Dickinson, who on oath says that she is legal clerk of the Charlotte Sun, a newspaper published at Charlotte Harbor in Charlotte County, Florida; that the attached copy of advertisement, being a Legal Notice was published in said newspaper in the issues of:

09/23/2019

Affiant further says that the said newspaper is a newspaper published at Charlotte Harbor, in said Charlotte County, Florida, and that the said newspaper has heretofore been continuously published in said Charlotte County, Florida, Sarasota County, Florida and DeSoto County, Florida, each day and has been entered as periodicals matter at the post office in Punta Gorda, in said Charlotte County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Melinda Dickinson
(Signature of Affiant)

Sworn and subscribed before me this 23rd day of September, 2019.
Donna Marie King
(Signature of Notary Public)

Personally known OR Produced Identification



**NOTICE OF MEETING DATES
LAKESIDE PLANTATION
COMMUNITY DEVELOPMENT
DISTRICT**

The Board of Supervisors of the Lakeside Plantation Community Development District will hold their regularly scheduled public meetings for Fiscal Year 2020 at 6:00 pm at the Lakeside Plantation Clubhouse, 2200 Plantation Blvd., North Port, Florida 34289 on the third Wednesday of the month as follows:

- October 16, 2019
- November 20, 2019
- December 18, 2019
- January 15, 2020
- February 19, 2020
- March 18, 2020
- April 15, 2020
- May 20, 2020
- June 17, 2020
- July 15, 2020
- August 19, 2020
- September 16, 2020

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for a particular meeting may be obtained from the District Manager at 135 W. Central Blvd., Suite 320, Orlando, FL 32801.

A meeting may be continued to a date, time, and place as evidenced by motion of the majority of Board Members participating. There may be occasions when one or more Supervisors will participate by telephone.

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Each person who decides to appeal any action taken at these meetings 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 such appeal is to be based.

**George S. Flint
District Manager
Governmental Management
Services – Central Florida, LLC
Publish: 09/23/2019
297693 3708610**



Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 250
Jacksonville FL 32202

Invoice # 361141
Date 10/1/2019
Terms Net 30
Due Date 10/31/2019
Memo Oct 2019 Fees

Bill To
Lakeside Plantation C.D.D.
c/o Governmental Mgmt Svcs-CF, LLC
135 W. Central Blvd. Suite 320
Orlando FL 32801

RECEIVED

OCT 1 2019

BY: _____

JSF

132-112

Amenity center report

Description	Quantity	Rate	Amount
Facility Manager Services at Lakeside Plantation Amenity Center	1	5,050.50	5,050.50
Office Administrative Assistant Services at Lakeside Plantation Amenity Center	1	2,214.67	2,214.67
Facility Attendants Services at Lakeside Plantation Amenity Center	1	2,512.50	2,512.50
Facility Maintenance Services at Lakeside Plantation Amenity Center	1	4,781.00	4,781.00

Thank you for your business.

Total \$14,558.67

GMS-Central Florida, LLC
 1001 Bradford Way
 Kingston, TN 37763

Invoice

Invoice #: 88
 Invoice Date: 10/1/19
 Due Date: 10/1/19
 Case:
 P.O. Number:

Bill To:
 Lakeside Plantation CDD
 135 West Central Blvd.
 Suite 320
 Orlando, FL 32801

1-1

Description	Hours/Qty	Rate	Amount
Management Fees - October 2019 340		3,187.17	3,187.17
Information Technology - October 2019 369		83.33	83.33
Office Supplies 510		0.42	0.42
Postage 420		7.00	7.00
Copies 465		102.00	102.00

RECEIVED

OCT 10 2019

Total \$3,379.92

Payments/Credits \$0.00

Balance Due \$3,379.92

RECEIVED


OCT 9 2019

BY: _____

Check Request

304

1 3153 107

District	<u>Lakeside Plantation</u>	Date	<u>10/18/19</u>
Payable to	<u>Aime D'Brer</u>	Account Number	<u>Tennis</u>
Amount Requested	<u>\$140.00</u>		
Requested By	<u>Nathan Tennis</u>		
Description of Need	<u>Accidentally signed up for Annual Tennis for \$140.00</u>		
	<u>as 9/20/19 with check # 1013. Need to sign up for seasonal for \$140.00</u>		
Approved By	<u>Nathan Tennis</u>	Signature	
Received By	_____	Signature	_____

* Please send to:

Aime D'Brer
1677 Hussop loop
North Fort, FL 34889



DENNIS F OBRIEN
ANNE M OBRIEN
2623 PEACH CIR
NORTH PORT, FL 34289

9/27/19

1043

03/23/2003
25

Pay to the
Order of

Lebanon Plantation

Date CHECK NUMBER

Four hundred and 00/100

\$ 400.00

ACHIEVA

P.O. Box 200 | Dunedin, FL 34627
727-433-7650 | 841-907-4000 | www.achieva.com

Dollars



D. O'Brien

Issued a \$140.00
refund check - 10/6/19
No

DART Pool Solutions, Inc.

1181 S. Sumter Blvd - PMB 324
 North Port, FL 34287
 CPC1457408

RECEIVED

OCT 4 2019

BY: _____

Invoice

Date	Invoice #
10/4/2019	89004

Bill To
Lakeside Plantation 9145 Narcoossee Road STE. A206 Orlando, FL 32827

Service Location
2200 Plantation Blvd North Port, FL 34289

P.O. No.	Terms	Due Date	Tech	Date of Service
	Due On Receipt	10/14/2019	SB	10/4/2019

Description	Qty	Rate	Amount
Feeder tubing for stenner pump	50	1.00	50.00
FL Sales Tax		7.00%	0.00
		-	
Jb 133 58 7			

Thank you for your business!

A finance charge of 1.5 % will be added to all overdue accounts, with a minimum charge of \$1.50. All materials, parts and equipment will remain property of DART until paid in full.

Total	\$50.00
Payments/Credits	\$0.00
Balance Due	\$50.00

Phone	941-743-2010	Fax	941-426-7593
E-mail		Web Site	
info@dartpoolsolutions.com		www.dartpoolsolutions.com	

NORTH PORT SOLID WASTE DISTRICT



SERVICE ADDRESS			
ACCOUNT NUMBER	CYCLE	BILL DATE	DUE DATE
2200 PLANTATION BLVD SW			

54883-159826 55-55 10/02/19 11/01/19
 Total Current Charges 168.47
 PAST DUE - MUST PAY NOW 168.47
 Total Amount Due 336.94

RECEIVED

OCT 4 2019

BY: _____



LAKESIDE PLANATATION CDD
 C/O GOVERNMENTAL MGT SVCS-CF
 9145 NARCOOSSEE RD STE A206
 ORLANDO FL 32827-5768

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT 000054883000159826000000336948

SERVICE ADDRESS

ACCOUNT NUMBER	CYCLE	BILL DATE	DUE DATE
2200 PLANTATION BLVD SW			

54883-159826 55-55 10/02/19 11/01/19

Last Bill Amount 168.47
 Payments .00
 Adjustments .00
 BALANCE FORWARD 168.47

Rate Class : COMMERCIAL WASTE
 Last payment amount/date: 168.47 8/21/19

Service	Consumption	Charge	Total
GB DUMPSTER4YD/1 PICKUP	8/31/19 9/30/19	156.80	
GB 95 GAL RECY 1PU 1MON	8/31/19 9/30/19	7.00	
GB EXTRA RECY 1XMONTH	8/31/19 9/30/19	4.67	
TOTAL COMMERCIAL GARBAGE			168.47

Total Current Charges 168.47
 PAST DUE - MUST PAY NOW 168.47
 Total Amount Due 336.94

**** PLEASE MAIL PAYMENTS TO: ****
 **** NORTH PORT UTILITIES ****
 **** 4970 CITY HALL BLVD ****
 **** NORTH PORT, FL 34286-4100 ****

 Pay by Phone 24/7 at 1-855-941-INFO(4636) **No Charge**

3J.
 1-93 508-4
 Garbage collection p/m

A LATE CHARGE WILL BE APPLIED IF PAYMENT IS NOT RECEIVED ON OR BEFORE THE DUE DATE PRINTED ON THIS BILL. IF PAYMENT IS NOT RECEIVED WITHIN TEN DAYS AFTER BECOMING DELINQUENT, SERVICE MAY BE TERMINATED WITHOUT FURTHER NOTICE.



Invoice & Remittance Advice	
Account Number:	[REDACTED]
Billing Number:	36213183
Billing Date:	02-OCT-2019
Total Amount Due:	USD (358.00)
Amount Enclosed:	Please Do Not Pay Credit Balance

Pay Online: www.bmi.com/paynow



Attn: Accounts Payable
 Lakeside Plantation
 Cmnty Dev Dist
 135 W. Central Blvd
 Suite 320
 Orlando FL 32801



BMI
 PO Box 630893
 Cincinnati OH 45263-0893

Contact us: (800) 925-8451

www.bmi.com/email

10
1 of 19 - 09/1
MUSIC LICENSE - 309

Please return the above portion with your payment
 Correspondence written on this notice or sent to this address will not be recognized by BMI

Billing Number	Beginning Balance	Billed and Adjusted	Payments	Ending Balance
36213183	\$0.00	\$0.00	\$(358.00)	\$(358.00)

Date	Type	Transaction #	Description	Amount Due (in USD)
04-SEP-2019	PMT	002073	Payment	\$(358.00)

If you are billed quarterly or semi-annually and your payment is 90 days past due, the unpaid balance of your Annual Fee is now due in full.

BMI customers have the following online features:

Manage your account online using the account and billing numbers appearing on the top of this invoice at: www.bmi.com/lge. For the best online experience, please use the Google Chrome browser. Make a payment at: www.bmi.com/paynow using the account number and billing number above to logIn. As a reminder, we accept payments from both business and personal accounts.

Recently held a Special Event with gross revenues in excess of \$25,000 or more? These events should be reported within 90 days as outlined in your BMI Local Government Entities License Agreement. Please contact your BMI representative at 877-264-2137 to request a report form.

RECEIVED

Connect with additional savings for your business at: www.bmi.com/fedex.

OCT 07 2019

BY: _____



better water. pure and simple.®

1099 Enterprise Court
Nokomis, FL 34275
941-485-7526

IF PAYING BY CREDIT CARD, PLEASE CHECK CORRECT CARD AND FILL OUT BELOW

PLEASE CHECK BOX TO ENROLL IN AUTOMATIC BILL PAYMENT

CARD NUMBER		V. CODE
SIGNATURE		EXP. DATE
DATE	PAY THIS AMOUNT	ACCOUNT NUMBER
09/30/2019	88.98	1017805
AMOUNT PAID \$		

Pay By Date: Oct 15

14*3987 1 MB 0.425*
LAKESIDE PLANTATION
9145 NARCOOSSEE RD STE A206
ORLANDO FL 32827-5788

RECEIVED

REMIT PAYMENT TO:
CULLIGAN WATER CONDITIONING
1099 ENTERPRISE COURT
NOKOMIS, FL 34275



OCT 8 2019

Balance Forward Statement

14
32-505-5511
BY: _____

RETURN THIS TOP PORTION WITH YOUR PAYMENT

Page: 1

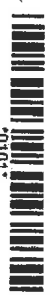
InvDate	InvNum	Location	Billed	Tax	Balance
Previous Balance: 08/31/2019					102.98
Location 1017805					
LAKESIDE PLANTATION		2200 PLANTATION BLVD			
09/13/2019	544811	1017805	PO#		44.49
2413	5 GALLON DRINKING WATER		6.000 @	7.00	42.00
4201	DELIVERY CHARGE		1.000 @	2.49	2.49
09/20/2019		1017805	PO#		-102.98
	PAYMENT		@		
09/30/2019		1017805	PO#		0.00
	PAYMENT		@		
09/30/2019	548134	1017805	PO#		44.49
4201	DELIVERY CHARGE		1.000 @	2.49	2.49
2413	5 GALLON DRINKING WATER		6.000 @	7.00	42.00

ACCOUNT IS CURRENT

Current	88.98	30day	0.00	60day	0.00	90day	0.00	Balance	88.98
---------	-------	-------	------	-------	------	-------	------	---------	-------

Pay your bill online using our secure payment page at www.culligansarasota.com

Culligan Water Conditioning, 1099 Enterprise Court, Nokomis, FL 34275 941-485-7526



RECEIVED

OCT 10 2019

BY: _____

Check Request

District	<u>Lake Side Plantation</u>	Date	<u>10/10/19</u>
Payable to	<u>Jim Blackburn</u>	Account Number	<u>Wline A chess</u>
Amount Requested	<u>\$250.00</u>	Requested By	<u>Mathan Trates</u>
Description of Need	<u>1/29/20 between 6:00 pm - 8:30 pm. Musical Enticement for Wline A chess on Mathan Trates</u>		
Approved By	<u>Mathan Trates</u>	Signature	<u>[Signature]</u>
Received By	_____	Signature	_____

* Please send check to clubhouse *



Jazz
Wine & Cheese

JIM BLACKBURN, SAXOPHONIST

239-218-9887

9060 Flamingo Cir.

North Fort Myers, FL 33903

jim.blackburn@earthlink.net

<http://jimblackburnsax.net>

**Please send check
to clubhouse**



10/9/2019

Invoice # 012920

For Music Services rendered at Lakeside Plantation - 6:00pm-8:30pm, 1/23/20, for "Wine & Cheese Party". (Jazz Sax, w/backing tracks)

\$250.00 Please make check payable to James Blackburn.

Thank you for having me perform for you again.

Jim Blackburn


RECEIVED

OCT. 10 2019

BY: _____

196
1 24
43

Check Request

District	<u>Lakeside Park</u>	Date	<u>10/10/19</u>
Payable to	<u>Joe Fioravino</u>	Account Number	<u>Wine & Cheese</u>
Amount Requested	<u>\$200.00</u>		
Requested By	<u>Matthew Tates</u>		
Description of Need	<u>Musical entertainment for Wine & Cheese event on 11/21/19 between 6:00pm - 8:00 pm.</u>		
Approved By	<u>Matthew Tates</u>	Signature	
Received By		Signature	

* Please send to clubhouse X



*Please send to
clubhouse

- INVOICE -

Laura
Wine & Cheese

From: Joe Fiorentino
5856 McKinley Road
Venice, FL 34293-6882
941-266-1337

Invoice # 1953 - 1

Invoice date: 10/21/19

To: Lakeside Plantation
2200 Plantation Blvd.
North Port, FL 34289
941-423-5500 Nathan Trates.

Date and time of performance: Thursday, November 21st. 6 – 8 pm.

Location: 2200 Plantation Blvd.

Description: Provide live steel drum music entertainment.

Fee: \$ 200.00

Fee to be paid at scheduled time of performance

***Performer must be under cover from the direct sun and weather with an electrical outlet
within a couple of feet***

To finalize this contract via email, please reply with "agreed", the date, and client's full name.

Thank you!

Joe



INVOICE

Customer	Lakeside Plantation Community Development District
Acct #	670
Date	08/15/2019
Customer Service	Kristina Rudez
Page	1 of 1

Lakeside Plantation Community Development District
 c/o Governmental Management Services
 135 W. Central Blvd, Ste 320
 Orlando, FL 32801

Payment Information	
Invoice Summary	\$ 99.00
Payment Amount	
Payment for:	Invoice#9109
100118675	

Thank You

Please detach and return with payment



Customer: Lakeside Plantation Community Development District

Invoice	Effective	Transaction	Description	Amount
9109	07/19/2019	Policy change	Policy #100118675 10/01/2018-10/01/2019 Florida Insurance Alliance Package - Policy change - Site Visit Due Date: 8/15/2019 RECEIVED OCT 18 2019 JUS H.A. JUS BY: _____	99.00
Total				\$ 99.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:
 Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453

Remit Payment To: Egis Insurance Advisors, LLC	(321)233-9939	Date
Lockbox 234021 PO Box 84021		
Chicago, IL 60689-4002	scilmer@egisadvisors.com	08/15/2019

**Attendance Confirmation
for
BOARD OF SUPERVISORS**

District Name: Lakeside Plantation CDD

Board Meeting Date: October 16, 2019

1-27-73-11

	<i>Name</i>	<i>In Attendance Please ✓</i>	<i>Fee Involved Yes / No</i>
1	Rena Koontz	✓	Yes (\$200)
2	Bud Sabol	✓	Yes (\$200)
3	Joe Szewczyk	✓	Yes (\$200)
4	Camille Stephens		Yes (\$200)
5	Pina Chichelli	✓	Yes (\$200)

290
2000
56
282

The supervisors present at the above referenced meeting should be compensated accordingly.

Approved for Payment:


District Manager Signature

10/16/19
Date

****RETURN SIGNED DOCUMENT TO Ariel Lovers****

Florida Department of Economic Opportunity, Special District Accountability Program
FY 2019/2020 Special District Fee Invoice and Update Form
 Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 73549			Date Invoiced: 10/01/2019
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/02/2019: \$175.00

STEP 1: Review the following information, make changes directly on the form, and sign and date:

1. Special District's Name, Registered Agent's Name, and Registered Office Address:



Lakeside Plantation Community Development District
 Mr. Michael Eckert
 Hopping Green and Sams, P.A.
 119 South Monroe Street, Suite 300
 Tallahassee, FL 32301

15
 11/17/19

- 2. Telephone: (850) 222-7500
- 3. Fax: (850) 224-8551
- 4. Email: MichaelE@hgslaw.com
- 5. Status: Independent
- 6. Governing Body: Elected
- 7. Website Address: www.lakesideplantationcdd.org
- 8. County(ies): Sarasota
- 9. Function(s): Community Development
- 10. Boundary Map on File: 03/13/1999
- 11. Creation Document on File: 03/13/1999
- 12. Date Established: 03/01/1999
- 13. Creation Method: Local Ordinance
- 14. Local Governing Authority: City of North Port
- 15. Creation Document(s): City Ordinance 99-1
- 16. Statutory Authority: Chapter 190, Florida Statutes
- 17. Authority to Issue Bonds: Yes
- 18. Revenue Source(s): Assessments
- 19. Most Recent Update: 10/04/2018

RECEIVED

OCT 10 2019

BY: _____

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature: _____ Date 10/6/19

STEP 2: Pay the annual fee or certify eligibility for the zero fee:

a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Department of Economic Opportunity.

b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.

- 1. _____ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
- 2. _____ This special district is in compliance with the reporting requirements of the Department of Financial Services.
- 3. _____ This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2017/2018 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: _____ Denied: _____ Reason: _____

STEP 3: Make a copy of this form for your records.

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

DART Pool Solutions, Inc.

1181 S. Sumter Blvd - PMB 324
 North Port, FL 34287
 CPC1457408

RECEIVED

OCT 9 2019

Invoice

Date	Invoice #
10/9/2019	89007

BY: _____

Bill To
Lakeside Plantation 9145 Narcoossee Road STE. A206 Orlando, FL 32827

Service Location
2200 Plantation Blvd North Port, FL 34289 <i>260 4) 50g-5)</i>

P.O. No.	Terms	Due Date	Tech	Date of Service
	Due On Receipt	10/19/2019	SB	10/9/2019

Description	Qty	Rate	Amount
1/4" 50GPD 25PSI 45M5 SINGLE HEAD ADJ PUMP (spa)		443.14	443.14
FL Sales Tax		7.00%	0.00

Thank you for your business!

A finance charge of 1.5 % will be added to all overdue accounts, with a minimum charge of \$1.50. All materials, parts and equipment will remain property of DART until paid in full.

Total	\$443.14
Payments/Credits	\$0.00
Balance Due	\$443.14

Phone	941-743-2010	Fax	941-426-7593
E-mail		Web Site	
info@dartpoolsolutions.com		www.dartpoolsolutions.com	

DART Pool Solutions, Inc.

1181 S. Sumter Blvd - PMB 324
 North Port, FL 34287
 CPC1457408

Invoice

Date	Invoice #
10/11/2019	89008

Bill To
Lakeside Plantation 9145 Narcoossee Road STE. A206 Orlando, FL 32827

Service Location
2200 Plantation Blvd North Port, FL 34289

RECEIVED
 OCT 13 2019

BY: _____

P.O. No.	Terms	Due Date	Tech	Date of Service
	Due On Receipt	10/21/2019	SB	10/11/2019

Description	Qty	Rate	Amount
200 PLM Cartridge Element (spa)		.365.00	365.00
FL Sales Tax		7.00%	0.00
<p><i>Handwritten notes:</i> 200 200</p>			

Thank you for your business!

A finance charge of 1.5 % will be added to all overdue accounts, with a minimum charge of \$1.50. All materials, parts and equipment will remain property of DART until paid in full.

Total	\$365.00
Payments/Credits	\$0.00
Balance Due	\$365.00

Phone	941-743-2010	Fax	941-426-7593
E-mail		Web Site	
info@dartpoolsolutions.com		www.dartpoolsolutions.com	

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

October 16, 2019

Lakeside Plantation Community Development District
9145 Narcoossee Rd, Ste. A206
Orlando, FL 32827

Bill Number 110478
Billed through 09/30/2019

General Counsel/Monthly Meeting

LPCDD 00001 MCE

6-
1-31-19-05

FOR PROFESSIONAL SERVICES RENDERED

09/04/19	APA	Finalize revised rules of procedure documents.	0.50 hrs
09/06/19	SRS	Prepare security agreement and amended and restated rules of procedure documents.	1.00 hrs
09/09/19	APA	Follow-up with district regarding pending items from board meeting; prepare e-mail to district regarding memorandum and revisions to rules of procedure for agenda.	0.50 hrs
09/10/19	SRS	Prepare Relion security agreement; confer with Trates regarding same.	0.90 hrs
09/10/19	APA	Prepare preliminary agenda memorandum; revise security services agreement; update district status chart.	0.80 hrs
09/11/19	SRS	Prepare security agreement; confer with Trates regarding same; review draft meeting minutes.	0.30 hrs
09/11/19	APA	Finalize security services agreement.	0.50 hrs
09/12/19	SRS	Review draft meeting minutes.	0.50 hrs
09/12/19	APA	Analyze agenda package; prepare agenda memorandum and meeting notebook.	1.80 hrs
09/16/19	MCE	Research assessment history regarding commercial parcels.	0.70 hrs
09/16/19	SRS	Prepare Relion security agreement; confer with Trates and Flint regarding same; research notice of violation code provision.	0.50 hrs
09/17/19	MCE	Review sidewalk maintenance responsibilities and citation.	0.80 hrs
09/17/19	APA	Research chapter 42 regarding code violation notice from city of North Port.	0.50 hrs
09/18/19	SRS	Prepare for board meeting; attend and conduct follow-up regarding same; prepare pool maintenance agreement, website accessibility agreement, and yard drainage application revisions.	5.10 hrs
09/18/19	APA	Revise and finalize Americans with Disabilities Act agreement regarding remediation of district website.	1.20 hrs

09/19/19	APA	Revise notices for rulemaking and rule development; transmit same to district; prepare first amendment to amenity facility management agreement with Vesta; prepare resolution adopting rate for yard drainage license applications; update vendor agreement chart.	3.60 hrs
09/20/19	SRS	Prepare amendment to Vesta agreement.	0.30 hrs
09/20/19	APA	Analyze proposal from Vesta; finalize first amendment to amenity management services contract; prepare resolution adopting rule setting fee for drainage improvement installation application.	1.40 hrs
09/21/19	MCE	Confer with Flint regarding city notice of violation.	0.10 hrs
09/24/19	APA	Follow-up to agenda items.	0.20 hrs
09/30/19	MCE	Review summons and victim impact statement.	0.10 hrs
09/30/19	SRS	Research petit theft incident.	0.20 hrs
Total fees for this matter			\$3,951.50

DISBURSEMENTS

Document Reproduction	55.25
Travel	6.87
Travel - Meals	5.12
Total disbursements for this matter	\$67.24

MATTER SUMMARY

Papp, Annie M. - Paralegal	11.00 hrs	145 /hr	\$1,595.00
Eckert, Michael C.	1.70 hrs	325 /hr	\$552.50
Sandy, Sarah R.	8.80 hrs	205 /hr	\$1,804.00
TOTAL FEES			\$3,951.50
TOTAL DISBURSEMENTS			\$67.24
TOTAL CHARGES FOR THIS MATTER			\$4,018.74

BILLING SUMMARY

Papp, Annie M. - Paralegal	11.00 hrs	145 /hr	\$1,595.00
Eckert, Michael C.	1.70 hrs	325 /hr	\$552.50
Sandy, Sarah R.	8.80 hrs	205 /hr	\$1,804.00
TOTAL FEES			\$3,951.50
TOTAL DISBURSEMENTS			\$67.24
TOTAL CHARGES FOR THIS BILL			\$4,018.74

Please include the bill number on your check.

Attendance Confirmation for BOARD OF SUPERVISORS

District Name: Lakeside Plantation CDD

Board Meeting Date: October 16, 2019

1-27-73-11

	<i>Name</i>	<i>In Attendance Please ✓</i>	<i>Fee Involved Yes / No</i>
1	Rena Koontz	✓	Yes (\$200) 290
2	Bud Sabol	✓	Yes (\$200) 200
3	Joe Szewczyk	✓	Yes (\$200) 56
4	Camille Stephens		Yes (\$200)
5	Pina Chichelli	✓	Yes (\$200) 292

The supervisors present at the above referenced meeting should be compensated accordingly.

Approved for Payment:


 District Manager Signature

10/16/19
 Date

****RETURN SIGNED DOCUMENT TO Ariel Lovere****

Johnson Engineering, Inc.

Remit To:

P.O. Box 2112

Fort Myers, FL 33902

Ph: 239.334.0046 Fax: 239.334.3661

Invoice

October 17, 2019

Project No:

20150050-000

Invoice No:

48

Project Manager

Andrew Tilton

RECEIVED

OCT 21 2019

FEID #59-1173834

George Flint

Lakeside Plantation CDD

c/o GMS Central Florida

9145 Narcoossee Road, Ste. A206

Orlando, FL 32827

Project 20150050-000

Lakeside Plantation CDD

20150050-000

Lakeside Plantation CDD

Work Authorization #3, dated 3/24/15 - Change Order No. 1, dated 11/3/15

Work Authorization #4, dated 5/27/15

Work Authorization #5, dated 5/27/15

Work Authorization #7, dated 1/26/17

Work Authorization #8, dated 9/18/18

Professional Services through October 13, 2019

193
1-31-19
TMC, S/H / 10/17/19

PROFESSIONAL SERVICES

Phase No.	Phase Description	Contract Amount	Fee Type	%	Total Inv To-Date	Previously Invoiced	Current Inv Amount	Balance to Complete
1.	General Engineering	43,700.90	T&M	100 %	43,700.90	42,734.65	966.25	0.00
3.	Lake Bank Erosion Report 2016	7,040.00	T&M	129 %	9,103.75	9,103.75	0.00	-2,063.75
4.	Pond Bank Restoration	3,500.00	T&M	108 %	3,785.00	3,785.00	0.00	-285.00
5.	Recertify SFWMD ERP	1,500.00	NTE	100 %	1,500.00	1,500.00	0.00	0.00
6.	Preserve Area Evaluation	4,800.00	LS	100 %	4,800.00	4,800.00	0.00	0.00
7.	Public Facilities Report	3,600.00	LS	100 %	3,600.00	3,600.00	0.00	0.00
8.	4-Way Stop Sign Warrant Study	3,450.00	LS	100 %	3,450.00	3,450.00	0.00	0.00
	Totals	67,590.90			69,939.65	68,973.40	966.25	-2,348.75

SUB-TOTAL PROFESSIONAL SERVICES:

966.25

INVOICE TOTAL:

966.25

Summary of professional services

Phase No. / Description	Bill Hours	Bill Rate	Billable Amount
1. - General Engineering			
Technician II			
Keen, Cynthia	10/7/2019	.25 Hrs @ 65.00	16.25
10/16/19 Meeting agenda reviewed for District Engineer items, forwarded to B Burford for meeting prep			

W-9 Can be found at our Website: www.johnsonengineering.com

Project	20150050-000	Lakeside Plantation CDD		Invoice	48
Engineer IV					
Burford, Brent	9/18/2019	.50	Hrs @	125.00	62.50
Received updates from lake bank restoration contractor and tennis court drainage contractor. Prepare for and call into LPCDD meeting.					
Burford, Brent	9/23/2019	.50	Hrs @	125.00	62.50
Conversation with CDD chairman in regard to project start dates. Review contract Crosscreek and LPCDD. Prepare plan for tennis court electrical panel pad and grading.					
Burford, Brent	9/30/2019	.50	Hrs @	125.00	62.50
Working on tennis court electrical plan layout.					
Burford, Brent	10/2/2019	.50	Hrs @	125.00	62.50
Correspondance with CDD manager in regard to project status of the lake bank repairs and tennis court drainage. Conversation with tennis court contractor in regard to onsite meeting and start of construction.					
Burford, Brent	10/4/2019	.50	Hrs @	125.00	62.50
Met concrete contractor onsite.					
Burford, Brent	10/7/2019	2.00	Hrs @	125.00	250.00
Revised tennis court drainage plan and emailed to concrete contractor.					
Burford, Brent	10/9/2019	.25	Hrs @	125.00	31.25
Communication with Bradley Ray.					
Burford, Brent	10/11/2019	.25	Hrs @	125.00	31.25
Communication with Bradley Ray.					
Technician II					
Marino, Brian	9/30/2019	3.00	Hrs @	65.00	195.00
Revised surface; Added contour lines and labels					
Marino, Brian	10/1/2019	2.00	Hrs @	65.00	130.00
Added Contours and Labels to drawing; Issues with Contours					
1. - General Engineering Total					966.25

Billings to Date

	Current	Prior	Total	Received	A/R Balance
Fee	0.00	11,850.00	11,850.00		
Labor	966.25	59,117.50	60,083.75		
Unit	0.00	98.40	98.40		
Totals	966.25	71,065.90	72,032.15	71,065.90	966.25

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: Lakeside Plantation CDD

Board Meeting Date: October 16, 2019

1-27-72-11

	<i>Name</i>	<i>In Attendance Please ✓</i>	<i>Fee Involved Yes / No</i>
1	Rena Koontz	✓	Yes (\$200)
2	Bud Saboi	✓	Yes (\$200)
3	Joe Szewczyk	✓	Yes (\$200)
4	Camille Stephens		Yes (\$200)
5	Pina Chichelli	✓	Yes (\$200)

240

200

5

200

The supervisors present at the above referenced meeting should be compensated accordingly.

Approved for Payment:


District Manager Signature

10/16/19
Date

****RETURN SIGNED DOCUMENT TO Ariel Lopera****

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: Lakeside Plantation CDD

Board Meeting Date: October 16, 2019

1-27-2011

	<i>Name</i>	<i>In Attendance Please ✓</i>	<i>Fee Involved Yes / No</i>
1	Rena Koontz	✓	Yes (\$200)
2	Bud Sabol	✓	Yes (\$200)
3	Joe Szewczyk	✓	Yes (\$200)
4	Camille Stephens		Yes (\$200)
5	Pina Chichelli	✓	Yes (\$200)

290

200

5.

200

The supervisors present at the above referenced meeting should be compensated accordingly.

Approved for Payment:


District Manager Signature

10/16/19
Date

****RETURN SIGNED DOCUMENT TO Ariel Loversa****

SOLITUDE

LAKE MANAGEMENT

Voice: (888) 460-6233 Fax: (888) 358-0088

INVOICE

Invoice Number: PI-A00275934

Invoice Date: 06/01/18

PROPERTY: Lakeside Plantation GDD

SOLD TO: Lakeside Plantation GDD
 Governmental Mgmt Services-Central
 8145 Narcoossee Road, Ste. A206
 Orlando, FL 32827

RECEIVED

JUN 26 2018

Capital

CHK # 1994

BY: _____

CUSTOMER ID	CUSTOMER PO	Payment Terms	
L2077		Net 30	
Sales Rep ID	Shipment Method	Ship Date	Due Date
Jeff Moding			07/01/18

Qty	Item / Description	UOM	Unit Price	Extension
1	Lake #3 Midge Treatments	Each	441.06	441.00

10
1-32 37-06

RECEIVED

JUL 2 2018

72

1-32 37-06

BY: _____



PLEASE REMIT PAYMENT TO:

1320 Brookwood Drive, Suite H
 Little Rock, AR 72202

www.solitudelakemanagement.com

Subtotal	441.00
Sales Tax	0.00
Total Invoice	441.00
Payment Received	220.50
TOTAL	220.50

www.aeratorsaquatics-lakesponds.com



Invoice

5824 Bee Ridge Road #165, Sarasota, FL 34233

Date: 6/29/2019
 Invoice #: 2019-01180

Bill To:

Lakeside Plantation CDD
 c/o Governmental Management Services
 9145 Narcoossee Road, Ste A206
 Orlando, FL 32827

31
 27
 31-6-5861

RECEIVED

SEP 30 2019

BY: _____

Terms Due on receipt

Description	Qty	Amount
Plantation Blvd Raise canopies to 14-16 feet high and light center prune		
Parking Lot Area Raise canopies to 14-16 feet above the parking lot and light center prune		
Labor	121	10,043.00

PAYMENT ACCEPTED: CHECK AND CREDIT CARD.

Please contact our office to pay by credit card.
 Make check payable to:
 Bloomings Landscape & Turf Management, Inc.
 Please include invoice number on your check.
 Thank You For Your Business

Total	\$10,043.00
Payments/Credits	-\$8,034.40
Balance Due	\$2,008.60

Phone # (941) 927-9765 Fax # (941) 929-9356 E-mail carla@bloomingslandscape.com Web Site www.bloomingslandscape.com



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/ 3* FPL AUTOMATIC BILL PAY - DO NOT PAY *

Please request changes on the back.
Notes on the front will not be detected.

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LAKESIDE PLANTATION COMM
DEVELOPMENT DIST
ATTN LAKESIDE PLANTATION COMMUNITY
9145 NARCOOSSEE RD # A206
ORLANDO FL 32827-5768

Make check payable to FPL in U.S. funds
and mail along with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Account number	Do not pay	New charges due by	Amount enclosed
57421-67439	\$1,156.13	Oct 15 2019	\$

Your electric statement

Account number: 57421-67439

For: Aug 23 2019 to Sep 24 2019 (32 days)

Customer name: LAKESIDE PLANTATION COMM

Statement date: Sep 24 2019

Service address: 2200 PLANTATION BLVD # CLBHSE

Next meter reading: Oct 24 2019

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	DO NOT PAY (=)	New charges due by
1,119.82	1,119.82 CR	0.00	0.00	1,156.13	\$1,156.13	Oct 15 2019

Meter reading - Meter KLL2846

Current reading 58495
Previous reading - 57481
kWh constant x 10
kWh used 10140

Demand reading 4.83
kW constant x 10.00
Demand kW 48

Energy usage

	Last Year	This Year
kWh this month	9000	10140
Service days	28	32
kWh per day	321	316

****The electric service amount includes the following charges:**

Customer charge:	\$26.32
Fuel: (\$0.025630 per kWh)	\$259.89
Non-fuel: (\$0.023490 per kWh)	\$238.19
Demand: (\$11.24 per kW)	\$539.52

Amount of your last bill	1,119.82
Payment received - Thank you	1,119.82 CR
Balance before new charges	\$0.00

New charges (Rate: GSD-1 GENERAL SERVICE DEMAND)

Electric service amount	1,063.92**
Gross receipts tax	27.28
Franchise charge	64.93
Total new charges	\$1,156.13

Total amount you owe \$1,156.13**FPL automatic bill pay - DO NOT PAY**

- Payment received after **December 13, 2019** is considered **LATE**; a late payment charge of 1% will apply.
- The amount due on your account will be drafted automatically on or after **October 05, 2019**. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.
- Download the FPL Mobile App to stay informed throughout hurricane season. Visit FPL.com/MobileApp or text APP to MyFPL (69375) to download.

Please have your account number ready when contacting FPL
Customer service: 1-800-375-2434
Outside Florida: 1-800-226-3545
To report power outages: 1-800-4OUTAGE (468-8243)
Hearing/speech impaired: 711 (Relay Service)
Online at: www.FPL.com





/ 3* FPL AUTOMATIC BILL PAY - DO NOT PAY *

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Please request changes on the back.
Notes on the front will not be detected.

SEP 27 2019

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AUTO **CO 2764
1 073296

BY: _____

LAKESIDE PLANTATION
COMMUNITY DEVELOPMENT DIST
ATTN LAKESIDE PLANTATION COMMUNITY
9145 NARCOOSSEE RD # A206
ORLANDO FL 32827-5768

Make check payable to FPL in U.S. funds
and mail along with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001



Account number	Do not pay	New charges due by	Amount enclosed
04126-05586	\$622.17	Oct 15 2019	\$

Your electric statement

Account number: 04126-05586

For: Aug 23 2019 to Sep 24 2019 (32 days)

Customer name: LAKESIDE PLANTATION

Statement date: Sep 24 2019

Service address: 2200 PLANTATION BLVD # FNTN

Next meter reading: Oct 24 2019

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	DO NOT PAY (==)	New charges due by
382.92	382.92 CR	0.00	0.00	622.17	\$622.17	Oct 15 2019

Meter reading - Meter KN46183

Current reading 64708
Previous reading - 58528
kWh used 6180

Amount of your last bill 382.92
Payment received - Thank you 382.92 CR
Balance before new charges \$0.00

Energy usage

	Last Year	This Year
kWh this month	5512	6180
Service days	28	32
kWh per day	196	193

New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)

Electric service amount	572.55**
Gross receipts tax	14.68
Franchise charge	34.94
Total new charges	\$622.17

****The electric service amount includes the following charges:**

Customer charge:	\$10.54
Fuel:	\$158.39
(\$0.025630 per kWh)	
Non-fuel:	\$403.62
(\$0.065310 per kWh)	

Total amount you owe

\$622.17

FPL automatic bill pay - DO NOT PAY

- Payment received after **December 13, 2019** is considered **LATE**; a late payment charge of 1% will apply.
- The amount due on your account will be drafted automatically on or after **October 05, 2019**. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.
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Please have your account number ready when contacting FPL

Customer service: 1-800-375-2434
 Outside Florida: 1-800-226-3545
 To report power outages: 1-800-4OUTAGE (468-8243)
 Hearing/speech impaired: 711 (Relay Service)
 Online at: www.FPL.com





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/ 3* FPL AUTOMATIC BILL PAY - DO NOT PAY *

Please request changes on the back.
Notes on the front will not be detected.

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LAKESIDE PLANTATION COMM
DEVELOPMENT DIST
ATTN LAKESIDE PLANTATION COMMUNITY
9145 NARCOSSEE RD # A206
ORLANDO FL 32827-5768Make check payable to FPL in U.S. funds
and mail along with this coupon to:FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Account number	Do not pay	New charges due by	Amount enclosed
84595-15071	\$543.42	Oct 15 2019	\$

Your electric statement

Account number: 84595-15071

For: Aug 23 2019 to Sep 24 2019 (32 days)

Customer name: LAKESIDE PLANTATION COMM

Statement date: Sep 24 2019

Service address: 2200 PLANTATION BLVD # POOL

Next meter reading: Oct 24 2019

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	DO NOT PAY (-)	New charges due by
550.90	550.90 CR	0.00	0.00	543.42	\$543.42	Oct 15 2019

Meter reading - Meter KL84533Current reading 49088
Previous reading - 43562
kWh used 5526Amount of your last bill 550.90
Payment received - Thank you 550.90 CR
Balance before new charges \$0.00Demand reading 17.75
Demand kW 18**New charges (Rate: GSD-1 GENERAL SERVICE DEMAND)**

Energy usage	Last Year	This Year
kWh this month	5998	5526
Service days	28	32
kWh per day	214	172

Electric service amount 500.08**
Gross receipts tax 12.82
Franchise charge 30.52
Total new charges \$543.42**Total amount you owe \$543.42******The electric service amount includes the following charges:**Customer charge: \$26.32
Fuel: \$141.63
(\$0.025630 per kWh)
Non-fuel: \$129.81
(\$0.023490 per kWh)
Demand: \$202.32
(\$11.24 per kW)**FPL automatic bill pay - DO NOT PAY**

- Payment received after **December 13, 2019** is considered **LATE**; a late payment charge of 1% will apply.
- The amount due on your account will be drafted automatically on or after **October 05, 2019**. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.
- Download the FPL Mobile App to stay informed throughout hurricane season. Visit FPL.com/MobileApp or text APP to MyFPL (69375) to download.

Please have your account number ready when contacting FPL.
Customer service: 1-800-375-2434
Outside Florida: 1-800-226-3545
To report power outages: 1-800-4OUTAGE (468-8243)
Hearing/speech impaired: 711 (Relay Service)
Online at: www.FPL.com



SERVICE ADDRESS			CURRENT CHARGES
2200 PLANTATION BLVD			DUE DATE
ACCOUNT NUMBER	CYCLE	BILL DATE	
43123-156052	18-29	9/25/19	10/16/19

Total Current Charges 177.80
 PAST DUE - MUST PAY NOW .00
 Bank acct will be drafted 177.80

\$ _____
 AMOUNT ENCLOSED
FREE 24/7 PAYMENT OPTIONS:
Pay By Phone:
1-855-941-INFO (4636)
Pay online:
www.cityofnorthport.com

- Check Here For:
- Info about conveniently receiving your bill online
 - Change of address (See reverse side)
 - Paper copy of the Consumer Confidence Report
- *H2O Program Donation: \$ _____

|||||
 LAKESIDE PLANTATION COMM DEV
 9145 NARCOOSSEE RD STE A206
 ORLANDO FL 32827-5768

000043123000156052000000177805

2061 LAKE

SERVICE ADDRESS			
2200 PLANTATION BLVD			
ACCOUNT NUMBER	CYCLE	BILL DATE	DUE DATE
43123-156052	18-29	9/25/19	10/16/19

↑ Please return this paper portion with your payment. ↑ ***
Bank Draft

Last Bill Amount 430.18
Payments 430.18-
Adjustments .00
BALANCE FORWARD .00

Rate Class : COMMERCIAL
 Last payment amount/date: 430.18 9/17/19

WA	Service Period	8/20/19	9/20/19	31	Meter Number	80000038	Mult	1.000	Units	TGAL	Current	Previous	Usage
											170	164	6
											USAGE FOR	9/18	8.00

Service	Consumption	Charge	Total
WA Base facility chg		43.72	
WA Usage block 1	6.00	24.00	
TOTAL WATER			67.72
SE Base facility chg		72.34	
SE Consumption	6.00	37.74	
TOTAL SEWER			110.08

Total Current Charges 177.80
 PAST DUE - MUST PAY NOW .00
 Bank acct will be drafted 177.80

**** PLEASE MAIL PAYMENTS TO: ****
 **** NORTH PORT UTILITIES ****
 **** 4970 CITY HALL BLVD ****
 **** NORTH PORT, FL 34286-4100 ****

Pay by Phone 24/7 at 1-855-941-INFO(4636)**No Charge**

To view your Consumer Confidence Report (CCR) visit WWW.NORTHPORTCCR.COM
 and for water restrictions visit www.cityofnorthport.com

AFTER HOURS/EMERGENCY
 water or sewer service call
 941.240.8000



SERVICE ADDRESS				CURRENT CHARGES
ACCOUNT NUMBER	CYCLE	BILL DATE	DUE DATE	
2200 PLANTATION BLVD FICT				
43123-154658	18-29	9/25/19	10/16/19	
Total Current Charges				46.77
PAST DUE - MUST PAY NOW				.00
Bank acct will be drafted				46.77

\$ _____
 AMOUNT ENCLOSED
FREE 24/7 PAYMENT OPTIONS:
Pay By Phone:
 1-855-941-INFO (4636)
Pay online:
www.cityofnorthport.com

Check Here For:
 Info about conveniently receiving your bill online
 Change of address (See reverse side)
 Paper copy of the Consumer Confidence Report
 *H2O Program Donation: \$ _____


 LAKESIDE PLANTATION COMM DEV
 9145 NARCOOSSEE RD STE A206
 ORLANDO FL 32827-5768

000043123000154658000000046775

2060 LAKE

SERVICE ADDRESS			
ACCOUNT NUMBER	CYCLE	BILL DATE	DUE DATE
2200 PLANTATION BLVD FICT			
43123-154658	18-29	9/25/19	10/16/19

↑ Please return this upper portion with your payment. ↑
***** Bank Draft *****

Last Bill Amount 22.77
Payments 22.77-
Adjustments .00
BALANCE FORWARD .00

Rate Class : COMMERCIAL
Last payment amount/date: 22.77 9/17/19

WA	Service Period	Days	Meter Number	Mult	Units	Current	Previous	Usage
	8/20/19 9/20/19	31	36607560	1.000	TGAL	653	647	6
						USAGE FOR	9/18	13.00

Service	Consumption	Charge	Total
WA Base facility chg		18.77	
WA Usage block 1	4.00	16.00	
WA Usage block 2	2.00	12.00	
TOTAL WATER			46.77

Total Current Charges 46.77
PAST DUE - MUST PAY NOW .00
Bank acct will be drafted 46.77

**** PLEASE MAIL PAYMENTS TO: ****
 **** NORTH PORT UTILITIES ****
 **** 4970 CITY HALL BLVD ****
 **** NORTH PORT, FL 34286-4100 ****

 Pay by Phone 24/7 at 1-855-941-INFO(4636) **No Charge**

To view your Consumer Confidence Report (CCR) visit WWW.NORTHPORTCCR.COM
 and for water restrictions visit www.cityofnorthport.com

AFTER HOURS/EMERGENCY
 water or sewer service call
 941.240.8000



SERVICE ADDRESS				CURRENT CHARGES
ACCOUNT NUMBER	CYCLE	BILL DATE	DUE DATE	
2200 PLANTATION BLVD				
43123-154656	18-29	9/25/19	10/16/19	
Total Current Charges				543.81
PAST DUE - MUST PAY NOW				.00
Bank acct will be drafted				543.81

\$ _____
 AMOUNT ENCLOSED
FREE 24/7 PAYMENT OPTIONS:
Pay By Phone:
1-855-941-INFO (4636)
Pay online:
www.cityofnorthport.com

LAKESIDE PLANTATION COMM DEV
 9145 NARCOOSSEE RD STE A206
 ORLANDO FL 32827-5768

RECEIVED

SEP 30 2019

Check Here For:
 Info about conveniently receiving your bill online
 Change of address (See reverse side)
 Paper copy of the Consumer Confidence Report
 *H2O Program Donation: \$ _____

BY: 000043123000154656000000543811

2059 LAKE

SERVICE ADDRESS			
ACCOUNT NUMBER	CYCLE	BILL DATE	DUE DATE
2200 PLANTATION BLVD			
43123-154656	18-29	9/25/19	10/16/19

↑ Please return this upper portion with your payment. *** Bank Draft ***

Last Bill Amount 352.73
Payments 352.73
Adjustments .00
BALANCE FORWARD .00

Rate Class : COMMERCIAL
Last payment amount/date: 352.73 9/17/19

Service Period	8/20/19	9/20/19	31	Meter Number	80005382	Mult	1.000	Units	TGAL	Current	3120	Previous	3052	Usage	68
WA										USAGE FOR	9/18			50.00	

Service	Consumption	Charge	Total
WA Base facility chg		85.29	
WA Usage block 1	20.00	80.00	
WA Usage block 2	20.00	120.00	
WA Usage block 3	20.00	168.60	
WA Usage block 4	8.00	89.92	
TOTAL WATER			543.81

Total Current Charges 543.81
PAST DUE - MUST PAY NOW .00
Bank acct will be drafted 543.81

***** PLEASE MAIL PAYMENTS TO: *****
 ***** NORTH PORT UTILITIES *****
 ***** 4970 CITY HALL BLVD *****
 ***** NORTH PORT, FL 34286-4100 *****

 Pay by Phone 24/7 at 1-855-941-INFO(4636)**No Charge**

To view your Consumer Confidence Report (CCR) visit WWW.NORTHPORTCCR.COM
 and for water restrictions visit www.cityofnorthport.com

AFTER HOURS/EMERGENCY
 water or sewer service call
 941.240.8000



ACCOUNT INVOICE

peoplesgas.com



LAKESIDE PLANTATION COMMUNITY DEV
2200 PLANTATION BLVD
NORTH PORT, FL 34289-9472

Statement Date: 09/20/2019
Account: 211014212750

Current month's charges:	\$12.13
Total amount due:	\$12.13
Payment Due By:	10/11/2019

Your Account Summary

Previous Amount Due	\$12.13
Payment(s) Received Since Last Statement	-\$12.13
Current Month's Charges	\$12.13
Total Amount Due	\$12.13

DO NOT PAY. Your account will be drafted on 10/11/2019

**We ♥ all
400,000
of you!**

Thank you for trusting us to serve you and your neighbors with safe, reliable and affordable natural gas for more than 120 years.

RECEIVED

SEP 25 2019

BY: _____

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

Hot baths, warm towels and perfect meals.
Plus cash-back rebates when you upgrade existing or install new natural gas appliances.

Love Natural Gas
peoplesgas.com/rebates

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 211014212750

Current month's charges:	\$12.13
Total amount due:	\$12.13
Payment Due By:	10/11/2019
Amount Enclosed	\$

688420173314 DO NOT PAY, YOUR ACCOUNT WILL BE DRAFTED ON 10/11/2019

00005106 01 AV 0.36 32801 FTECO108211911012810 00000 05 00000000 010 06 32182 002

LAKESIDE PLANTATION COMMUNITY DEV
135 W CENTRAL BLVD, STE 320
ORLANDO, FL 32801-2435

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

688420173314 DO NOT PAY, YOUR ACCOUNT WILL BE DRAFTED ON 10/11/2019

00005106-0010498-Page 1 of 4



TEXT CODE: FLBBB
PIN: 7332

PAGE 1 OF 4

Date of Bill 10/01/19
New Charges Due Date 10/25/19

Account Number 941/423-5501 Total Amount Due \$369.56

LAKESIDE PLANTATION COMMUNIT
9145 NARCOOSSEE ROAD
STE A206
ORLANDO, FL 32827
Amount Paid

328270000 0

372001941423550102191300000000000000369565

www.frontier.com
Business 1-800-921-8102

Account Number 941/423-5501 Date of Bill 10/01/19
Previous Balance 369.06
Payments Received Thru 9/22/19 -369.06
Thank you for your payment!
Balance Forward .00
New Charges 369.56

DO NOT PAY - You are currently signed up for Auto Pay.
To view your Auto Pay, please log in at www.frontier.com.
Total Amount Due \$369.56

CURRENT BILLING SUMMARY

Qty Description	941/423-5501.0	Charge
Local Service from 10/01/19 to 10/31/19		
Basic Charges		
2 OneVoice Nationwide		59.98
2 OneVoice Nationwide		
2 Acc Rec Chrg Multi-Ln Bus		7.44
2 Federal Subscriber Line Charge		16.82
Federal USF Recovery Charge		6.06
Total Basic Charges		90.30
Non Basic Charges		
FIOS Internet 75 Dynamic IP w/ OneVoice		119.98
Business FIOS 75/75M Dynamic IP		
OneVoice Access Line		
Other Charges-Detailed Below		16.11
FCA Long Distance - Federal USF Surcharge		2.16
Total Non Basic Charges		138.25
Video		
FIOS TV Extreme HD Private		84.99
4 HD Set Top Box		51.96
Other Charges-Detailed Below		6.00
Partial Month Charges-Detailed Below		-14.99
FCC Regulatory Recovery Fee		.07
Broadcast TV Surcharge		5.49
Total Video		133.52
Toll/Other		
Other Charges-Detailed Below		5.99
FCA Long Distance - Federal USF Surcharge		1.50
Total Toll/Other		7.49
TOTAL		369.56

** ACCOUNT ACTIVITY **
Qty Description

Order Number Effective Dates

941/423-5501

		Date of Bill	10/01/19	
1	Federal Primary Carrier Multi Line Charge			
		AUTOCH	10/01	4.31
	941/423-5500		Subtotal	4.31
1	Business High Speed Internet Fee	AUTOCH	10/01	5.99
1	Regional Sports Fee	AUTOCH	10/01	6.00
1	Frontier Roadwork Recovery Surcharge			
		AUTOCH	10/01	1.50
1	Federal Primary Carrier Multi Line Charge			
		AUTOCH	10/01	4.31
1	Carrier Cost Recovery Surcharge	AUTOCH	10/01	5.99
	941/423-5501		Subtotal	23.79
Partial Month Charges				
	FIOS Video Discount 99 MO	PROMOTION	10/01 10/31	-14.99
	941/423-5501		Subtotal	-14.99
			Subtotal	13.11

CIRCUIT ID DETAIL
88/KQXA/297018/ /VZFL

=====
Detail of Frontier Charges

Toll charged to 941/423-5500
*****Start suppression of detail

Ref #	Date	Time	Min	*Type	Place and Number Called	Charge
E 1	SEP 04	2:05P	2.0	DD	BRADENTON FL (941)567-0015	.00 U
					941/423-5500	Subtotal .00
Subtotal Minutes:			2.0	***REP LINE ONLY		

*****Resume printing of detail

=====
Detail of Frontier Com of America Charges

Toll charged to 941/423-5500
*****Start suppression of detail

Ref #	Date	Time	Min	*Type	Place and Number Called	Charge
E 2	SEP 09	10:00A	56.0	DD	REDFIELD SD (605)468-8020	.00 U
E 3	SEP 11	11:24A	1.0	DD	BYESVILLE OH (740)241-5173	.00 U
E 4	SEP 12	2:37P	1.0	DD	AKRON OH (330)701-6068	.00 U
E 5	SEP 13	7:17P	1.0	DD	ESCANABA MI (906)399-1403	.00 U
E 6	SEP 20	12:28P	1.0	DD	KALAMAZOO MI (269)377-1504	.00 U
E 7	SEP 21	3:39P	1.0	DD	SILVER SPG MD (301)346-9172	.00 U
E 8	SEP 24	12:54P	1.0	DD	WOOSTER OH (330)347-9520	.00 U
E 9	SEP 24	4:30P	1.0	DD	NEW YORK NY (917)747-3681	.00 U
					941/423-5500	Subtotal .00
Subtotal Minutes:			63.0	***REP LINE ONLY		

*****Resume printing of detail

=====
Detail of Frontier Com of America Charges

Toll charged to 941/423-5501
*****Start suppression of detail

Ref #	Date	Time	Min	*Type	Place and Number Called	Charge
E 10	SEP 06	1:45P	4.0	DD	JACKSONVL FL (904)565-6637	.00 U
E 11	SEP 09	3:59P	1.0	DD	TRENTON NJ (609)633-7783	.00 U
E 12	SEP 16	4:05P	1.0	DD	TRENTON NJ (609)633-7783	.00 U
E 13	SEP 16	4:07P	1.0	DD	CANOGAPARK CA (818)337-7391	.00 U
E 14	SEP 25	2:55P	1.0	DD	CANOGAPARK CA (818)337-7391	.00 U

941/423-5501

Date of Bill 10/01/19

Detail of Frontier Com of America Charges

Ref #	Date	Time	Min	*Type	Place and Number Called	Charge
			941/423-5501			
					Subtotal	.00
			Subtotal Minutes:	8.0	***REP LINE ONLY	

****Resume printing of detail
Legend Call Types:
DD - Day

Caller Summary Report

	Calls	Minutes	Amount
941/423-5500	9	65	.00
Main Number	5	8	.00
***Customer Summary	14	73	.00

Caller Summary Report

	Calls	Minutes	Amount
Intra-Lata	1	2	.00
Interstate	12	67	.00
Intrastate	1	4	.00
***Customer Summary	14	73	.00

941/423-5501

Date of Bill 10/01/19

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of \$140.06 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Beginning October 1, both the Federal Universal Service Fund (USF) Surcharge and the Frontier Long Distance (USF) surcharge are increasing to 25.0%. Questions? Please contact customer service.

Beginning with this bill, the Frontier Road Work Recovery Surcharge increased to \$1.50. Questions? Please contact customer service.

Important Information About Your Equipment... If you change or cancel your service, you must return rented equipment. To facilitate equipment return, Frontier will send you a prepaid return mailer at the time of your order change/cancellation. Equipment that is not returned or is received damaged (except for reasonable wear and tear) is subject to a substantial fee. Additional return mailers can be requested at www.frontier.com/returns

Closed Captioning Contact Information... If you have a question or concern about closed captioning on any program, please call Frontier at 1-877-462-6606. You can also send written correspondence by fax to 1-304-340-0283, by email to Video.Closed.Caption@ftr.com, or by mail to Frontier, 1500 MacCorkle Avenue, Charleston, WV 25396, Attn: Anthony Kasey, Manager.

For up-to-date channel information please visit: <http://frontier.com/channelupdates>

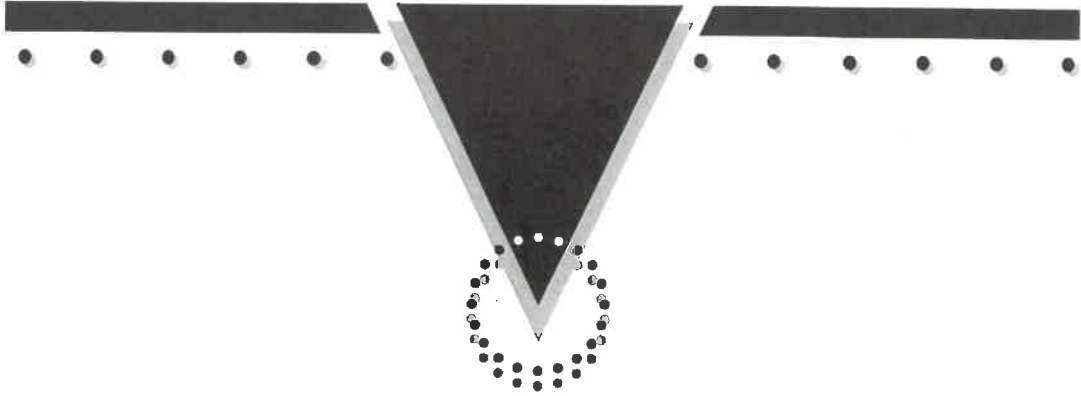
Local Franchise Authority - FiOS TV
Your FCC Community ID is: FL1334

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
PO BOX 740407
CINCINNATI OH 45274-0407

CDPIFLBB94194142332827FLFT-FLABUSCX 5342NY 0000000000000369.56
NNNNNNNNNNNNNNNNNNNNNNNNNNNNNNNNNNNN 1-800-921-8102

SECTION C



Lakeside Plantation Community Development District

Unaudited Financial Reporting
October 31, 2019



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 Long-Term Debt

**Lakeside Plantation
COMMUNITY DEVELOPMENT DISTRICT**

**COMBINED BALANCE SHEET
October 31, 2019**

	<u>General</u>	<u>Debt Service</u>	<u>Capital Reserve</u>	<u>Totals</u>
Assets				
<u>Cash:</u>				
Operating Account	\$ 57,122	\$ -	\$ -	\$ 57,122
Debit Card Account	2,920	-	-	2,920
Money Market Account	52,748	-	-	52,748
Petty Cash	50	-	-	50
Capital Reserve Account	-	-	23,100	23,100
<u>Investment - Operations:</u>				
Investment - SBA Fund	502	-	355,213	355,715
<u>Investment - Bonds:</u>				
Reserve Fund	-	58,282	-	58,282
Revenue Fund	-	69,426	-	69,426
Prepayment Fund	-	0	-	0
Prepaid Expenses	500	-	-	500
Due from General Fund	-	6	-	6
Total Assets	<u>\$ 113,841</u>	<u>\$ 127,715</u>	<u>\$ 378,313</u>	<u>\$ 619,870</u>
Liabilities & Fund Balances				
Liabilities				
Accounts Payable	\$ 2,612	\$ -	\$ -	\$ 2,612
Due to Debt	6	-	-	6
Customer Deposits	1,125	-	-	1,125
Total Liabilities	<u>\$ 3,743</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,743</u>
Fund Balances				
Restricted for Debt Service	\$ -	\$ 127,715	\$ -	\$ 127,715
Assigned for Capital Projects	-	-	378,313	378,313
Unassigned	110,098	-	-	110,098
Total Fund Balances	<u>\$ 110,098</u>	<u>\$ 127,715</u>	<u>\$ 378,313</u>	<u>\$ 616,127</u>
Total Liabilities & Fund Balances	<u>\$ 113,841</u>	<u>\$ 127,715</u>	<u>\$ 378,313</u>	<u>\$ 619,870</u>

Lakeside Plantation
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND

STATEMENT OF REVENUES & EXPENDITURES
For The Period Ending October 31, 2019

	Adopted Budget	Prorated Budget Thru 10/31/19	Actual Thru 10/31/19	Variance
Revenues:				
Tennis Club	\$ 20,000	\$ 1,667	\$ 6,520	\$ 4,853
Activities	10,000	833	1,432	599
Clubhouse Rentals	5,000	417	-	(417)
Miscellaneous	1,500	125	179	54
Interest	50	4	2	(3)
Operations & Maintenance Assessments	686,794	-	-	-
Total Revenues	\$ 723,344	\$ 3,046	\$ 8,133	\$ 5,087

Expenditures:

Administrative

Supervisor Fees	\$ 11,000	\$ 800	\$ 800	\$ -
District Manager	38,246	3,187	3,187	(0)
District Counsel	25,000	2,083	-	2,083
District Engineer	10,000	833	966	(133)
Disclosure Report	1,000	83	-	83
Trustee Fees	4,400	3,578	3,578	-
Audit Fees	3,700	-	-	-
Postage, Phone, Fax, Copies	1,500	125	109	16
General Liability Insurance	6,000	6,000	5,792	208
Legal Advertising	1,500	125	347	(222)
Dues, Licenses & Fees	175	175	175	-
Other Current Charges	1,900	158	50	108
Property Insurance	8,700	8,700	8,968	(268)
Information Technology	2,500	208	108	100

Total Administrative

\$ 115,621	\$ 26,057	\$ 24,081	\$ 1,975
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Operations

Personnel Services (Management Contract)	\$ 174,706	\$ 14,559	\$ 14,559	\$ 0
Road & Sidewalk Repairs & Maintenance	2,500	208	-	208
Common Area Renewal & Maintenance	5,000	417	-	417
Street Light/Decorative Light	5,000	417	-	417
Landscape Maintenance - Contract	91,860	7,655	7,655	-
Landscape Maintenance - Other	5,000	417	-	417
Mulch	10,740	895	-	895
Irrigation Maintenance	3,000	250	-	250
Lake Maintenance	14,000	1,167	-	1,167
Electric Utility Services - Entrance Feature	9,000	750	622	128
Water Utility Services - Entrance Feature	4,000	333	47	287
Repairs & Maintenance - Entrance Feature	3,000	250	-	250
Miscellaneous Tools & Equipment	1,000	83	-	83
Landscape Inspection Services	3,420	285	-	285
Traffic Enforcement	2,500	208	-	208

Total Operations

\$ 334,726	\$ 27,894	\$ 22,883	\$ 5,011
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**Lakeside Plantation
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND**

STATEMENT OF REVENUES & EXPENDITURES
For The Period Ending October 31, 2019

	Adopted Budget	Prorated Budget Thru 10/31/19	Actual Thru 10/31/19	Variance
Clubhouse				
Activities	\$ 20,000	\$ 1,667	\$ 2,038	\$ (371)
Licenses/Fees	1,200	1,200	624	576
General Supplies	10,000	833	210	624
Maintenance	14,000	1,167	288	878
Office Supplies	3,500	292	96	196
Public Communication	1,500	125	93	32
Pest Control	600	50	-	50
Security	1,500	125	41	84
Security Patrol	30,274	2,523	-	2,523
AED	300	25	-	25
Telephone & Internet Services	5,500	458	370	89
Janitorial Supplies	3,000	250	275	(25)
Electric Utility Services - Clubhouse	14,000	1,167	1,156	11
Gas Utility	250	21	12	9
Garbage Collection	2,100	175	-	175
Water Utility Services - Clubhouse	4,400	367	178	189
Electric Utility Services - Tennis Courts & Pool	16,000	1,333	543	790
Pool Cleaning	9,720	810	-	810
Pool Maintenance - Other	10,000	833	2,979	(2,145)
Tennis Courts - Maintenance	5,000	417	144	273
Tennis Courts - Programs	3,500	292	-	292
Water Utility Services - Tennis Courts & Pool	6,000	500	544	(44)
Total Clubhouse	\$ 162,344	\$ 14,629	\$ 9,590	\$ 5,038
Other Expenditures				
Transfer Out - Current Year	\$ 130,000	\$ -	\$ -	\$ -
Total Other Expenditures	\$ 130,000	\$ -	\$ -	\$ -
Total Expenditures	\$ 742,690	\$ 56,555		
Excess Revenues (Expenditures)	\$ (19,346)	\$ (48,422)		
Fund Balance - Beginning	\$ 19,346	\$ 158,520		
Fund Balance - Ending	\$ (0)	\$ 110,098		

Lakeside Plantation
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE SERIES 1999
STATEMENT OF REVENUES & EXPENDITURES
For The Period Ending October 31, 2019

	Adopted Budget	Prorated Budget Thru 10/31/19	Actual Thru 10/31/19	Variance
<u>Revenues:</u>				
Assessments - On Roll	\$ 175,905	\$ -	\$ -	-
Assessments - Direct Billed	8,842	8,842	8,842	-
Interest	-	-	152	152
Total Revenues	\$ 184,747	\$ 8,842	\$ 8,994	\$ 152
<u>Expenditures:</u>				
Interest - 11/1	\$ 51,083	\$ -	\$ -	-
Principal - 5/1	80,000	-	-	-
Interest - 5/1	51,083	-	-	-
Total Expenditures	\$ 182,165	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ 2,582		\$ 8,994	
Fund Balance - Beginning	\$ 63,325		\$ 118,721	
Fund Balance - Ending	\$ 65,908		\$ 127,715	

Lakeside Plantation
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL RESERVE FUND
STATEMENT OF REVENUES & EXPENDITURES
For The Period Ending October 31, 2019

	Adopted Budget	Prorated Budget Thru 10/31/19	Actual Thru 10/31/19	Variance
Revenues:				
Transfer In - Current Year	\$ 130,000	\$ -	\$ -	-
Interest	-	-	616	(616)
Total Revenues	\$ 130,000	\$ -	\$ 616	\$ (616)
Expenditures:				
Property Site Elements	\$ 53,818	\$ 4,485	\$ -	\$ 4,485
Total Expenditures	\$ 53,818	\$ 4,485	\$ -	\$ 4,485
Excess Revenues (Expenditures)	\$ 76,182		\$ 616	
Fund Balance - Beginning	\$ 324,810		\$ 377,698	
Fund Balance - Ending	\$ 400,992		\$ 378,313	

Lakeside Plantation
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES & EXPENDITURES

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Tennis Club	\$ 6,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,520
Activities	1,432	-	-	-	-	-	-	-	-	-	-	-	1,432
Clubhouse Rentals	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	179	-	-	-	-	-	-	-	-	-	-	-	179
Interest	2	-	-	-	-	-	-	-	-	-	-	-	2
Operations & Maintenance Assessments	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	\$ 8,133	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,133

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Expenditures:													
Administrative													
Supervisor Fees	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800
District Manager	3,187	-	-	-	-	-	-	-	-	-	-	-	3,187
District Counsel	-	-	-	-	-	-	-	-	-	-	-	-	-
District Engineer	966	-	-	-	-	-	-	-	-	-	-	-	966
Disclosure Report	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	3,578	-	-	-	-	-	-	-	-	-	-	-	3,578
Audit Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage, Phone, Fax, Copies	109	-	-	-	-	-	-	-	-	-	-	-	109
General Liability Insurance	5,792	-	-	-	-	-	-	-	-	-	-	-	5,792
Legal Advertising	347	-	-	-	-	-	-	-	-	-	-	-	347
Dues, Licenses & Fees	175	-	-	-	-	-	-	-	-	-	-	-	175
Other Current Charges	50	-	-	-	-	-	-	-	-	-	-	-	50
Property Insurance	8,968	-	-	-	-	-	-	-	-	-	-	-	8,968
Information Technology	108	-	-	-	-	-	-	-	-	-	-	-	108
Total Administrative	\$ 24,081	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,081

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Operations													
Personnel Services (Management Contract)	\$ 14,559	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,559
Road & Sidewalk Repairs & Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Common Area Renewal & Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Street Light/Decorative Light	-	-	-	-	-	-	-	-	-	-	-	-	-
Landscape Maintenance - Contract	7,655	-	-	-	-	-	-	-	-	-	-	-	7,655
Landscape Maintenance - Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Mulch	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigation Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Lake Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Electric Utility Services - Entrance Feature	622	-	-	-	-	-	-	-	-	-	-	-	622
Water Utility Services - Entrance Feature	47	-	-	-	-	-	-	-	-	-	-	-	47
Repairs & Maintenance - Entrance Feature	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Tools, Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-
Landscape Inspection Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Traffic Enforcement	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Operations	\$ 22,883	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,883

Lakeside Plantation
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES & EXPENDITURES

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Clubhouse													
Activities	\$ 2,038	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,038
Licenses/Fees	624	-	-	-	-	-	-	-	-	-	-	-	624
General Supplies	210	-	-	-	-	-	-	-	-	-	-	-	210
Maintenance	288	-	-	-	-	-	-	-	-	-	-	-	288
Office Supplies	96	-	-	-	-	-	-	-	-	-	-	-	96
Public Communication	93	-	-	-	-	-	-	-	-	-	-	-	93
Pest Control	-	-	-	-	-	-	-	-	-	-	-	-	-
Security	41	-	-	-	-	-	-	-	-	-	-	-	41
Security Patrol	-	-	-	-	-	-	-	-	-	-	-	-	-
AED	-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone & Internet Services	370	-	-	-	-	-	-	-	-	-	-	-	370
Janitorial Supplies	275	-	-	-	-	-	-	-	-	-	-	-	275
Electric Utility Services - Clubhouse	1,156	-	-	-	-	-	-	-	-	-	-	-	1,156
Gas Utility	12	-	-	-	-	-	-	-	-	-	-	-	12
Garbage Collection	-	-	-	-	-	-	-	-	-	-	-	-	-
Water Utility Services - Clubhouse	178	-	-	-	-	-	-	-	-	-	-	-	178
Electric Utility Services - Tennis Courts & Pool	543	-	-	-	-	-	-	-	-	-	-	-	543
Pool Cleaning	-	-	-	-	-	-	-	-	-	-	-	-	-
Pool Maintenance - Other	2,979	-	-	-	-	-	-	-	-	-	-	-	2,979
Tennis Courts - Maintenance	144	-	-	-	-	-	-	-	-	-	-	-	144
Tennis Courts - Programs	-	-	-	-	-	-	-	-	-	-	-	-	-
Water Utility Services - Tennis Courts & Pool	544	-	-	-	-	-	-	-	-	-	-	-	544
Total Clubhouse	\$ 9,590	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,590
Other Expenditures													
Transfer Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenses	\$ 56,555	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56,555
Excess Revenues (Expenditures)	\$ (48,422)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (48,422)

**LAKESIDE PLANTATION
COMMUNITY DEVELOPMENT DISTRICT
LONG TERM DEBT REPORT**

SERIES 1999A, CAPITAL IMPROVEMENT REVENUE BONDS		
INTEREST RATE:	6.950%	
MATURITY DATE:	5/1/2031	
RESERVE FUND REQUIREMENT	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$ 189,896	
RESERVE FUND BALANCE	\$ 58,282	
BONDS OUTSTANDING - 9/30/13	\$	1,860,000.00
LESS: PRINCIPAL PAYMENT 5/1/14	\$	(55,000.00)
LESS: PRINCIPAL PAYMENT 11/1/14 (PREPAYMENT)	\$	(5,000.00)
LESS: PRINCIPAL PAYMENT 5/1/15	\$	(60,000.00)
LESS: PRINCIPAL PAYMENT 5/1/16	\$	(60,000.00)
LESS: PRINCIPAL PAYMENT 5/1/17	\$	(65,000.00)
LESS: PRINCIPAL PAYMENT 5/1/18	\$	(70,000.00)
LESS: PRINCIPAL PAYMENT 5/1/19	\$	(75,000.00)
CURRENT BONDS OUTSTANDING	\$	1,470,000.00

SECTION IX

SECTION B

Lakeside Plantation CDD

ACTION ITEMS

as of 11/20/19

Item #	Meeting Assigned	Action Item	Assigned To	Date Due	Status	Comments
1	11/16/16	Consideration of Proposals for Preserve Maintenance	Engineer		Complete	
2	10/18/17	Evaluate Drainage in Playground Area	Flint/Engineer		Complete	
4	1/16/19	Review oaks on Scarlett Blvd.	Bloomings		Complete	
5	1/16/19	Solar light for corner of Plantation Blvd.			On Hold	
6		Lake Bank Restoration	Engineer		Scheduled	Contract awarded
7		Tennis Court Drainage Repair	Engineer		Complete	

SECTION C



Lakeside Plantation CDD Community Development District

Amenity Center Management Report

Date of Meeting: November 20th, 2019

Submitted by: Nathan Trates

➤ Facility

- *New Tennis Pro hired for the Tennis Programs*
- *Two North Port Police offers hired for Trick or Treating safety*
- *Neighborhood cleanup from Trick or Treating*
- *Halloween Party dinner for 90 was catered in house*
- *Clubhouse pressure washed (On-going)*
- *Circuit breaker replaced on Plantation Blvd. by Sergeants Electric*
- *Spa chemical feeder computer replaced by Dart Pool Solutions*
- *New toilet seats added in ladies restroom*
- *Rubber barriers added to storm drains edges*

➤ Activities- kids, adults, fitness, athletics, swim

- *Open Tennis – Monday-Wednesday-Saturday – 8:00 am – 10:00 am*
- *Pickle ball – Monday – Friday – 9:00 am – 2:30 pm*
- *Water Aerobics – Monday through Friday - 9:30 AM*
- *Bocce Ball - Monday, Wednesday and Friday – 10:00 AM*
- *Hand & Foot – Monday's – 1:00 pm*
- *Pinochle – Thursday's – 1:00 pm*
- *Mahjong – Tuesday's - 1:00 pm & Wednesday's – 12:00 PM – Friday's – 1:00 pm*
- *Mexican Train – Wednesday's & Friday's – 12:30 PM*
- *Euchre –Tuesday's – 1:00 PM*
- *Bridge & Tripoli– Thursday's – 6:30 PM*
- *Swim Lessons – every Tuesday, Wednesday & Thursday at 3:30 PM*
- *Yogatology – Monday & Thursday - 10 AM*

➤ Special Events:

- *Wine & Cheese*
- *Coffee & Donuts X 2*
- *Halloween Party*
- *Pizza Night X 2*
- *Trick or Treating*
- *Ladies Lunch*
- *Veteran's BBQ*

Amenity Management:

1. *Quote from Solitude Lake Management for in depth survey of algae causes on lakes #9, #10 & #14.*
2. *Quote from Solitude Lake Management for Midge Fly survey on lake #3.*

LAKE ASSESSMENT PACKAGE SERVICES

PROPERTY NAME: Lakeside Plantation
CONTRACT DATE: October 21, 2019
SUBMITTED TO: Mr. Nathan Trates, On-site Manager with Vesta Property Services
SUBMITTED BY: Liz Rocque
SPECIFICATIONS: Pond: #9, #10 & #14 (11.71 total acres)

Equipment: Boat, Sampling equipment, DO Meter, Refractometer, Deeper and Secchi Disk

Quantity **Lake Assessment Package:**

3 **Restoration Assessment – Includes Water Column Profile with (2) Total Nitrogen, (2) Ammonia, (5) Total Phosphorus, (1) Total Alkalinity, pH Titration, (2) pH**

General:

1. Contractor is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Contractor is a **SePRO Preferred Applicator** and dedicated **Steward of Water**. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions, and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algacides, adjuvants, and water quality enhancement products necessary to properly treat our clients' lakes and ponds as part of an overall integrated pest management program.
4. Contractor guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes and ponds, and are being applied in a manner consistent with their labeling.
5. Contractor is certified in Stormwater BMP (Best Management Practice) Inspection and Maintenance, and is a Certified Compliance Inspector of Water (CCIS).
6. Contractor is a National Stormwater Center Certified Stormwater Inspector.
7. Contractor will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
8. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at his expense.
9. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.



10. Contractor will maintain general liability and workman's compensation insurance.
11. The customer agrees to pay penalties and interest in the amount of 2% per month for all past due invoices and related account balances in excess of 30 days past due from the due date as specified by the contract and as stated on the relevant invoice presented to the customer.
12. The customer covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses of SÖLitude Lake Management® for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

CONTRACT PRICE: **Number of water bodies to be tested – Three (3)**
Grand Total \$2,665.00

PAYMENT TERMS:

1. A deposit of 50% of the contract price will be due upon approval of the contract.
2. The remaining 50% balance will be payable upon completion of the contract work. For any work completed or materials in storage on the customer's behalf at the end of each month, the contractor will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid.

APPROVED:

(Authorized Signature)

(Print Name and Title)

SÖLitude Lake Management®

Lakeside Plantation

(Date)



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LAB ASSESSMENT SERVICES

PROPERTY NAME: Lakeside Plantation
CONTRACT DATE: October 21, 2019
SUBMITTED TO: Mr. Nathan Trates, On-site Manager with Vesta Property Services
SUBMITTED BY: Liz Rocque
SPECIFICATIONS: Pond: #3 (1.33 total acres)

Equipment: Boat, Sampling equipment, DO Meter

Quantity **Special Field Services:**

- 1** **Midge Fly Survey Report – Perform survey to get DO levels to address midge fly issue with formal report included.**

General:

1. Contractor is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Contractor is a **SePRO Preferred Applicator** and dedicated **Steward of Water**. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions, and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algacides, adjuvants, and water quality enhancement products necessary to properly treat our clients' lakes and ponds as part of an overall integrated pest management program.
4. Contractor guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes and ponds, and are being applied in a manner consistent with their labeling.
5. Contractor is certified in Stormwater BMP (Best Management Practice) Inspection and Maintenance, and is a Certified Compliance Inspector of Water (CCIS).
6. Contractor is a National Stormwater Center Certified Stormwater Inspector.
7. Contractor will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
8. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at his expense.
9. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.
10. Contractor will maintain general liability and workman's compensation insurance.



11. The customer agrees to pay penalties and interest in the amount of 2% per month for all past due invoices and related account balances in excess of 30 days past due from the due date as specified by the contract and as stated on the relevant invoice presented to the customer.
12. The customer covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses of SÖLitude Lake Management® for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

CONTRACT PRICE: Number of water bodies to be tested – One (1)

Grand Total \$594.00

PAYMENT TERMS:

1. A deposit of 50% of the contract price will be due upon approval of the contract.
2. The remaining 50% balance will be payable upon completion of the contract work. For any work completed or materials in storage on the customer's behalf at the end of each month, the contractor will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid.

APPROVED:

SÖLitude Lake Management®

(Authorized Signature)

Lakeside Plantation

(Print Name and Title)

(Date)



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