Lakeside Plantation
Community Development District

Agenda

September 18, 2019

AGENDA

Lakeside Plantation
Community Development District

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

September 11, 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, September 18, 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. 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*)
III. District Engineer's Report
IV. Unfinished Business Items
V. New Business Items
   A. Consideration of Agreement with DART Pool Solutions for Pool and Spa Cleaning Services
   B. Consideration of Proposal for Amenity Management, Maintenance and Programming Services with Vesta
   C. Consideration of Resolution 2019-07 Setting a Public Hearing to Adopt Amended and Restated Rules of Procedure
   D. Presentation of Landscape Report
VI. Business Administration
   A. Approval of Minutes of August 21, 2019 Board of Supervisors Meeting and Acceptance of the Minutes of the August 21, 2019 Audit Committee Meeting
   B. Approval of Check Register
   C. Balance Sheet and Income Statement
VII. General Audience Comments
VIII. Staff Reports
   A. District Counsel
   B. District Manager – Action Items
   C. Amenities Manager – Monthly Report
IX. Other Business
X. Supervisors' Requests
XI. Adjournment

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

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

The fifth order of business is new business items. Section A is consideration of agreement with DART Pool Solutions for pool and spa cleaning services. A copy of the agreement is enclosed for your review. Section B is consideration of proposal for Amenity Management, Maintenance and Programming Services with Vesta. A copy of the proposal is enclosed for your review. Section C is consideration of Resolution 2019-07 setting a public hearing to adopt the amended and restated rules of procedure. A copy of the resolution is enclosed for your review. Section D is presentation of Landscape Report. A copy of the report is enclosed for your review.

The sixth order of business is Business Administration. Section A is the approval of the minutes of the August 21, 2019 Board of Supervisors meeting and acceptance of the minutes of the August 21, 2019 Audit Committee 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.

The seventh order of business is General Audience Comments.

The eighth 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 V

SECTION A

CONTRACT FOR
POOL AND SPA CLEANING SERVICES

Pool cleaning for 2020:

CLIENT: Vesta

Name: Lakeside Plantation
Address: 2200 Plantation Blvd
City, State, Zip: North Port, FL 34289

CONTRACTOR:

DART Pool Solutions, Inc. having a principal place of business at:
2450 Snowflake Lane
North Port, FL 34286

TYPE OF ENTITY:

Licensed Pool Contractor
State Gas Lic# 07289
State Pool Builder Lic#CPC1457408

ARTICLE 1.
INDEPENDENT CONTRACTOR STATUS

It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of Client. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Contractor or any employee of agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purpose.

ARTICLE 2.
SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor agrees to perform the following services as needed:

1) maintain proper chemical balance
2) maintain proper pH level
3) brush tile
4) clean filters
5) brush pool and spa walls
6) skim, brush, and vacuum

For the amount of__$850.00__per month, DART Pool Solutions, Inc. hereby agrees to perform these services 3 times a week.

Emergency service calls will incur an hourly fee of $70.00 in addition to an emergency call fee of $150.00. Any repairs needed shall be approved verbally or in writing by client.

Payments are due to Contractor by the 30th of each month. Payments received after the 15th of the following month are past due and are subject to 1.5% interest plus a $10.00 late charge fee.

ARTICLE 3.
COMPENSATION

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor:

- monthly service fee (as listed above).

- Emergency service fee of $150.00 in addition to a $70.00 emergency hourly fee

Clients will receive a discount on parts and labor for repairs made by DART Pool Solutions. (does not include replacements/installation)

ARTICLE 4.
OBLIGATIONS OF CONTRACTOR

Contractor will supply all tools and instrumentalities required to perform the services under this agreement. Contractor is not required to purchase or rent any tools, equipment or services from Client.

Contractor agrees to provide Workman's Compensation Insurance for Contractor's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

As contractor is not Client's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- Client will not withhold FICA (Social Security) from Contractor's pay;

- Client will not make state or federal unemployment insurance contributions on behalf of Contractor;

- Client will not withhold state or federal income tax from payment to Contractor;

- Client will not make disability insurance contributions on behalf of Contractor;

- Client will not obtain workers' compensation insurance on behalf of Contractor

ARTICLE 5
OBLIGATIONS OF CLIENT

Neither this agreement nor any duties or obligations under this agreement may have assistance by Client without prior written consent of Contractor.

ARTICLE 6
TERMINATION OF AGREEMENT

This agreement shall terminate automatically on the occurrence of any of the following events:

1) Bankruptcy or insolvency of either party;
2) Sale of business by either party;
3) Death of either party;
4) By mutual agreement

Should Client wish to terminate this agreement;
they must do so, in writing, with thirty (30) day advance notice to the contractor.

Contractor has the right to terminate this agreement with notice.

ARTICLE 7
GENERAL PROVISIONS

This agreement supersedes any and all agreements, either verbal or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not, embodies herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is writing signed by the party to be charged.
This agreement will be governed by and construed in accordance with the laws of the State of Florida.

CONTRACTOR: DART Pool Solutions, Inc.
By:_____

Name: Raymond Kurilavicius

CLIENT:
By:_____
Title: _____

SECTION B

Lakeside Plantation Community Development District
Attention: George Flint
District Manager
135 W. Central Blvd., Suite 320
Orlando, Florida 32801

Proposal for Amenity Facility Management, Maintenance, and Programming Services
For October 1, 2019 – September 30, 2020

Introduction:

Vesta Property Services, Inc. ("Vesta") shall manage, maintain and program the Lakeside Plantation amenity facilities for the benefit of its users and the District.

I. MANAGEMENT & STAFFING

Vesta's Management Staff shall serve the community in a professional manner, providing the residents with the numerous benefits of a first-class operation of these facilities. Included within the responsibility of the complex's management is the occupation and oversight of the recreations facilities (securing and checking them, ordering and stocking supplies, responding to any necessary repairs, etc.). Staff shall monitor the use and condition of the facilities, and resolve any issues requiring attention on behalf of the district and/or its residents.

Furthermore, the management responsibility shall include professional interaction and coordination with other entities such as district management, landscape maintenance, and security monitoring companies. Finally, aspects such as budgeting, policy recommendations and enforcement, safety/security recommendations, and coordination and communication with the District Board and others shall be included.

The staffing responsibilities include all duties associated with employing the recreation staff, such as recruiting, hiring, training, overseeing, and evaluating such personnel. The staff shall primarily consist of a full-time Facility Manager, additional Facility Attendants, and Maintenance personnel. Vesta shall be responsible for all necessary insurance payments (including workman's compensation, as required by Florida law), payroll taxes, and the provision of various benefits on behalf of its staff.

The Facility Manager shall submit recommended hours of operation for the facilities. (A suggested schedule is provided separately.)

Personnel:

A. A **Facility Manager** shall be employed as a full-time, salaried position to oversee the amenity center on a year-round basis. The Manager shall oversee all facility staff and amenity services, interact with other outside entities as needed, and providing a variety of "lifestyle" programs and activities for the benefit of the district's residents.

B. An **Office Administrative Assistant** shall be employed as a full-time hourly position for one hundred and twenty-four (120) hours per month to ensure the day-to-day administration and financial matters of the on-site office are in order, as well as respond to resident, supervisors, and District staff requests. This person shall also provide weekly reporting of all purchases and invoices to the District management company. In addition, this person shall perform certain functions of the Facility Attendant when necessary.

C. **Facility Attendants** shall be employed in order to adequately support the Facility Manager

with the operation of the facilities, with particular attention devoted to the day-to-day upkeep of the facilities and enforcement of District policies and procedures to include random evening security checks during the months of May - October.

C. **Maintenance Personnel** shall be employed to handle much of the facilities' day-to-day general maintenance and repair needs, including maintenance of the tennis courts, and other facility maintenance, janitorial, and cleaning needs.

II. MAINTENANCE

A. Janitorial Maintenance Services

Vesta shall provide the following to maintain the indoor spaces and bathroom areas:

1. Maintain the general appearance of indoor space by vacuuming carpet, dusting, mopping tiled areas, and cleaning windows and bathrooms.
2. In addition to vacuuming, maintain carpeting by treating stained areas.
3. Window cleaning includes window ledges and blinds.
4. Bathroom cleaning includes all toilets, bases behind toilets, counters, and mirrors. Soap dispensers shall be cleaned and filled when necessary. Paper product dispensers shall be restocked as needed (*costs of paper products, soap and cleaning supplies are excluded.*)
5. Dusting of window ledges, blinds, furniture, baseboards, countertops, and lights.
6. Cleaning of tiled areas includes dust mopping, damp mopping and baseboards.
7. Storage closets shall be kept in an orderly condition, with supplies stored properly.

***Note**: Service shall typically be provided two (2) times per week and supplemented by the Facility Attendants as able throughout the week.*

B. Field Operations and General Facility Maintenance

Staff shall supervise the performance of the District's pool maintenance and pond maintenance providers. Vesta shall also oversee the maintenance of the community park(s), including checking the equipment periodically and emptying the trash receptacles and picking up debris as needed. Staff shall oversee the pool area, arrange pool furniture as needed, empty its waste receptacles as needed, pick up litter in the parking lot, and replace light bulbs and AC filters inside the facility as needed as well.

Should any facility repairs or replacement items be considered, Vesta shall either attempt to perform this work itself or it shall procure other proposals from qualified vendors, in order to secure the most effective and efficient means of resolving these issues on behalf of the district.

The Facility Manager will coordinate with the District on the supervision of all outside contractors and report back via the monthly management report and will immediately respond to any deemed situation that is nonrecurring in nature, that poses a health, safety and welfare issue to the residents or District property and that requires maintenance beyond the normal usual or customary maintenance for such facility or asset. **Note:** *Vesta shall not be held liable for the performance or lack thereof, of other recreation complex vendors or contractors who are outside of Vesta's control.*

III. ACTIVITIES PROGRAMMNG:

Vesta shall offer a variety of programs and activities to maximize the use of the amenity facilities and help residents enjoy spending time together. This responsibility includes the design, promotion, administration, and staffing (as needed) of these activities.

Activities and Programs shall be age-and-facility appropriate, such as the following (or similar) possible activities: swim lessons, tennis lessons and clinics, summer camp, aqua aerobics, arts and crafts programs, Wine-and-Cheese gatherings, pot-luck dinners, and holiday-themed events.

Community-wide activities shall be funded primarily from the District's annual Special Events budget, which Vesta shall effectively manage on behalf of the District. Other possible funding sources may include user-fees charged directly to participants, particularly in the case of instructional programs.

IV. OTHER

A. Uniforms

All Staff shall wear company uniforms, provided by Vesta.

B. Capital Expenditures

Vesta shall obtain a minimum of three (3) competitive bids (if possible) on any recommended capital improvements in the future.

C. Insurance

Vesta shall fulfill the District's insurance requirements under this contract.

D. Operating Expenses

The District shall be responsible for all normal operating expenses of its day-to-day operation. These include, but are not limited to, shipping and postage expenses, utilities, office set up and equipment expenses, providing a cell phone for the manager or else reimbursement to Vesta for same, and mileage reimbursement expenses for District business and duties consistent with the District's policies and procedures.

V. PRICING (annualized for a twelve-month term):

A. Facility Manager (full-time): **$ 60,024.00**

B. Office Administrative Assistant (120 hours per month): **$32,585.00**

C. Facility Attendants (142 hours per month): **$30,518.00**

D. Maintenance Services (240 hours per month): **$56,820.00**

Total Fee for all components (A – D) = **$179,947.00**

Terms:

- Vesta shall invoice monthly for its services; due net thirty (30) days upon receipt.
- Documentation of total hours worked by hourly staff shall be provided upon request.
- Residents shall pay $17.00 per hour for additional staffing services, such as private birthday parties and private facility rentals, due in advance of such services.

SECTION C

RESOLUTION 2019-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKESIDE PLANTATION COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District (the "Board") is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

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

SECTION 1. A Public Hearing will be held to adopt the District's Amended and Restated Rules of Procedure on _____, 2019, at _____ __.m., at _____.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

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

PASSED AND ADOPTED this 18th day of September, 2019.

ATTEST:

LAKESIDE PLANTATION COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairperson, Board of Supervisors

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

TO: Lakeside Plantation Community Development District
Board of Supervisors

FROM: Michael C. Eckert
Sarah R. Sandy

RE: Updated Provisions of the District's Rules of Procedure

DATE: September 9, 2019

Please find attached to this memorandum an updated version of the Lakeside Plantation Community Development District's (the "District's") Rules of Procedure (the "Rules"). Several substantive revisions were made to maintain consistency between the Rules and the current Florida Statutes, including changes implemented in the most recent legislative session, as well as to facilitate greater efficiency in the operation of the District. An explanation of each material change to the Rules is provided below. Minor formatting changes and edits are not discussed. Should you have any questions regarding the revisions to the Rules, please do not hesitate to contact either of us via e-mail at MichaelE@hgslaw.com, or SarahS@hgslaw.com, or via phone at 850-222-7500.

Costs Associated with Public Records Requests (Pages 8–9)

Language was added to Rule 1.2(4) to reflect statutory language regarding calculation of special charges for responding to certain public records requests, and to state that the District is under no duty to produce requested records if the requestor has not paid the required costs or has outstanding charges. The language will help minimize expenses incurred by the District in responding to public records requests.

Financial Disclosure Coordination (Page 9)

Rule 1.2(7) was added to maintain consistency with legislation that was passed during the 2019 legislative session. The rule designates the Secretary as the District's Financial Disclosure Coordinator (the "Coordinator") (unless the District designates otherwise by resolution) and requires the Coordinator to create, maintain, and update certain records and provide them to the Florida Commission on Ethics by certain deadlines. Each Supervisor or other Reporting Individual must notify the Coordinator in writing if there are changes to his or her name, e-mail address, or physical address, and must notify the Commission on Ethics of changes to his or her e-mail address.

Agenda and Meeting Materials (Page 11)

Rule 1.3(3) was amended to reflect statutory requirements that the agenda and meeting materials available in an electronic format, excluding confidential and exempt information, shall be made available to the public at least seven days before a meeting, hearing, or workshop. The amended rule also clarifies circumstances in which the agenda may be amended, or additional materials added after initial posting. It additionally specifies which documents constitute "meeting materials." Documents that do not meet the definition of "meeting materials" may still be provided to the Board, but will be considered supplementary materials and are not required to be made available to the public before the meeting. Supplementary materials may include, but are not necessarily limited to, the following: financial statements, informational reports, and copies of receipts and invoices.

Flexibility for Board Authorization (Page 13)

Language was added to Rule 1.3(11) to allow the Board to waive formal approval or disapproval procedures. This will allow the Board flexibility to use different procedures when necessary and will protect the validity of the Board's actions where there is a technical irregularity, but the Board has otherwise made its decision clear.

Security and Firesafety Board Discussions (Page 14)

Rule 1.3(14) was added to reflect the fact that portions of a meeting which would reveal a security or firesafety system plan or portion thereof made confidential and exempt by Florida law are exempt from Florida's statutory public meeting requirements. Including this rule will clarify the procedures the Board should use to ensure that confidential and exempt information is not made public.

Internal Controls to Prevent Fraud, Waste and Abuse (Page 15)

Rule 1.4 was added to reflect legislative changes enacted in the 2019 legislative session requiring special districts to establish and maintain internal controls to prevent fraud, waste, and abuse. Our office plans to work with the District Manager and auditor to develop the internal controls, which the Board will adopt in the same manner as it does policies.

Notice of Competitive Solicitation (Pages 27 and 36)

Rules 3.1(3) and 3.3(2)(c) have been amended to state that when a consultant has asked to be provided with notice of the District's competitive solicitations, the District Manager's failure to provide them with a copy of the notice will not give them bid protest rights or otherwise disqualify the District's otherwise valid procurement. This will reduce the District's exposure to potential bid protests and decrease the likelihood of a procurement being considered invalid due to a technical irregularity.

Procedure Regarding Auditor Selection (Page 31)

Language has been added to the introductory paragraph to Rule 3.2 to clarify that the District need not use the procedures set out by the Rule for audits required under Chapter 190 of the Florida Statutes, but which do not meet the thresholds of Chapter 218 of the Florida Statutes.

Additionally, the requirements for composition of the Auditor Selection Committee in Rule 3.2(2) have been amended to reflect legislation passed during the 2019 legislative session. Now, at least one individual on the Committee must be a member of the Board; the Chairperson of the Committee must be a member of the Board; and an employee, chief executive officer, or chief financial officer of the District may not be a member of the Committee but may serve in an advisory capacity.

Contract Periods (Pages 34, 56, and 59)

Rules 3.2(8)(d), 3.8(5), and 3.9(4) have been amended to set the maximum contract period for auditing services, the maximum renewal period for contracts for the purchase of goods, supplies, materials, and the maximum renewal period for contracts for maintenance services at five (5) years. This will provide greater specificity to guide contract terms.

Suspension, Revocation, or Denial of Qualification (Pages 40–42)

Rule 3.4(3) has been added to specify the procedures to be used if the District wishes to suspend, revoke, or deny a pre-qualified vendor's pre-qualified status. It specifies what constitutes good cause for such suspension, revocation, or denial; the effect of the suspension, revocation, or denial; hearing procedures the District must follow; and factors influencing the time period of the suspension, revocation, or denial.

Protest Bonds (Pages 61–62)

Rule 3.11(1)(c) has been amended to require that both the requirement for and the amount of the protest bond be disclosed in the competitive solicitation documents, and to allow the amount of the bond to be any amount within the limits imposed by Florida law.

Minor Changes

The following minor changes have also been made to the Rules:

Rule 1.1(1): This Rule has been amended to clarify requirements for Board members appointed or elected to elector seats. (Page 2).

Rule 1.1(2)(c) and (d): These Rules have been amended to include the words "at least" before the required amounts of the Secretary's or Treasurer's fidelity bonds or employee theft insurance policies to accommodate the possibility of greater amounts. (Page 4).

Rule 1.1(6): This Rule has been amended to include the Florida Constitution as a governing authority on voting conflicts of interest. This change reflects the recently passed Amendment 12 to the Florida Constitution. (Pages 5–6).

Rules 1.3(1)(e), (1)(d), (1)(f); and 3.2(9): These Rules were amended to allow inclusion of language substantially similar to that recited in the Rules. (Pages 10–11 and 34).

Rule 1.3(6): This Rule was amended to require the chair or vice chair to consult with the District Manager and District Counsel, if they are available, before calling an emergency meeting. (Page 12).

Rule 2.0(12)(d): This Rule has been amended to allow 90 days instead of 60 days for the Board to announce a decision on a petition for variance or waiver of its Rules. (Page 21).

Rule 3.0(3)(b): The dollar thresholds in this Rule have been increased to $2,000,000 for a study activity when the fee for such Professional Services to the District does not exceed the increased amount of $200,000, to reflect the current statutory thresholds. (Page 22).

Rules 3.1(4)(b), 3.6(2)(c)(ii)6., and 3.8(2)(k): The word "responsive" has been added to allow the Board to proceed with evaluating and selecting a proposal from the submissions if it receives fewer than three responsive proposals. (Pages 28, 49 and 55).

Rule 3.2(3)(b): ~~"U~~Understanding of scope of work" has been removed ~~from~~ the list of required factors used to evaluate auditing proposals. The District may still include this as an evaluation criterion if it wishes, but it is not required to do so. (Page 32).

Rule 3.2(7)(b): Language has been added to specify that if the Board does not select the highest-ranked qualified auditing firm, it must document in its records its reason for not doing so. (Page 33).

Rules 3.5(2)(e) and 3.6(2)(c)(ii)3.: "Reemployment assistance" has been added to the non-exclusive list of subjects of federal labor or employment laws of which violation may render a contractor ineligible to submit a bid, response, or proposal for a District project. (Pages 44 and 48).

Rule 3.11(6): Language was added specifying that the District may reject all qualifications, proposals, replies, or responses and start the competitive solicitation process anew if all of the bids, proposals, replies, and responses are too high. (Page 63).

AMENDED AND RESTATED
RULES OF PROCEDURE
_____ COMMUNITY DEVELOPMENT DISTRICT

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EFFECTIVE AS OF _____, 20____

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Rule 1.0 General.

(1) The_____ 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.

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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 ~~resident electors~~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~~ 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

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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.

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(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.

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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.

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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

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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 ~~the~~ 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

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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, ~~119.07,~~ Fla. Stat.

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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 (___) _____. 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."

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(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 ~~a notice and~~ an agenda of the meeting/hearing/workshop. The ~~notice and~~ 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 ~~seventy-two (72) hours~~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

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(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

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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, Aapproval 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 ~~attorneys~~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

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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.

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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.

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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

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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. ~~Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.~~

(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.

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(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.

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(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

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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) Variances 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. Variances and waivers from District rules may be granted subject to the following:

(a) Variances 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

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(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 ~~sixty (60~~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.

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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 ~~one~~two million dollars ($~~1~~2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed ~~fifty~~two hundred thousand dollars ($~~50~~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.

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(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

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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.

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(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.

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(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.

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Rule 3.1 Procedure Under ~~The~~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 ~~federal licenses in good standing, if any;~~

~~(b) 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. ~~Consultants who provide their name and address to the District Manager for inclusion on the list shall receive~~

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~~notices by mail.~~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

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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.

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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.

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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 ~~audit~~auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of ~~Audit~~Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an ~~audit~~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 ~~should~~shall include at least three individuals, ~~some or all~~at least one of ~~whom may~~which must also ~~serve as members~~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:

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(i) Hold all required applicable ~~federal~~state professional licenses in good standing~~, if any~~;

(ii) Hold all required applicable ~~state professional~~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) ~~Understanding of scope of work;~~

~~(iv)~~ Ability to furnish the required services; and

(~~v~~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.

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(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.

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(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 ~~July 1~~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

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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.

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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. ~~Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail.~~ 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

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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.

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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

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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 ~~the~~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.

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~~(a)~~ (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.

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(3) Suspension, Revocation, or Denial of Qualification

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(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.

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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.

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(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.

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Rule 3.5 Construction Contracts, Not Design-Build.

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(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.

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(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 ~~the~~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 ~~such as~~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

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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.

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(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 ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which ~~steps~~ 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 ~~contractor~~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.

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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.

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(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,

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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 ~~such as~~including but not limited to reemployment assistance, safety, tax withholding, worker's compensation,

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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.

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6. If less than three (3) ~~proposals~~Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no ~~proposals~~Responsive Proposals are received, the District may ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which ~~steps~~ 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

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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. ~~Failing accord~~Should the Board be unable to negotiate a satisfactory contract with the~~-~~ firm considered to be the second most qualified ~~firm, the Board~~ at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must ~~terminate negotiations.~~ 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.

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(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.

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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.

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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 ~~the~~all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

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(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

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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) ~~bids, proposals, replies~~Responsive Bids, Proposals, Replies, or ~~responses~~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 ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best

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interests of the District, which ~~steps~~ 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 period that may not exceed three (3) years or the term of the original contract, whichever period is longer~~ 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.

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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 ~~the~~all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

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(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

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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 ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which ~~steps~~ 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 period that may not exceed three (3) years or the term of the original contract, whichever period is longer.~~ 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.

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Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

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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.

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~~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.~~

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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.

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(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~~ (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, ~~the Board may require~~

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any person who files a notice of protest ~~to~~must post ~~a~~the protest bond ~~in the~~. The amount ~~equal to 1% of the anticipated contract amount that is the subject~~ 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;

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(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.

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Rule 4.0 Effective Date.

These Rules shall be effective _____, ~~2018~~20__, 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.

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SECTION D

Submitted 9/11/2019 for inclusion in Sept. 18th Board Packet

BLOOMINGS PERFORMANCE — 8/26 – 9/11

- WEEKLY MOWING — Completed: 8/27, 9/2, 9/9

- TREES/SHRUBS — Clubhouse shrubs/trees pruned

- BED MAINTENANCE — Sprayed for weeds - 8/27

- IRRIGATION — System inspected

  Boulevard timer damaged by lightning - replaced

- PLANTINGS — End caps cleaned up; old plants removed.

  400+ Coleus ordered to replace (expected 9/16)

  Growth regulator applied where needed

- EXTRA WORK PERFORMED —

  ◇Removed Jonah Drive tree/safety hazard

  ◇Aug. 30 — Hurricane Protocol was in place

MISC:

Four dead Washingtonia palms at Boulevard entrance — likely storm damaged. Quote to replace to be submitted

Respectfully submitted – RA Koontz
9/11/2019

SECTION VI

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, August 21, 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
Camille Stephens	Vice Chair
Joe Szewczyk	Assistant Secretary
Pina Chichelli	Assistant Secretary
Rena Koontz	Assistant Secretary

Also present were:

George Flint	District Manager
Sarah Sandy	District Counsel
Brent Burford	District Engineer
Nathan Trates	Facilities Manager
Anthony Sampiere	Relion Solutions
Residents	

FIRST ORDER OF BUSINESS **Roll Call**

Mr. Flint called the meeting to order at 6:30 p.m. and called the roll. All Supervisors were present. The pledge of allegiance was recited at the Audit Committee meeting.

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: We have a separate public hearing for the budget so if you have any comments or questions on the budget, we would hold those until the public hearing. If it's a comment on something not on the agenda, we have general comments later in the meeting. At this point, are there any comments on agenda items other than the budget? Hearing none,

THIRD ORDER OF BUSINESS District Engineer's Report

A. Discussion of Yard Drain Design and License Agreement

Mr. Flint: I provided a draft resolution, which includes a draft application, license agreement and diagram with the specifications.

Ms. Sandy: The resolution you have in front of you would approve the form of application that is attached to it, as well as the form of license. These are the documents we prepared to address the situation that the District was approached about, which is if a resident wanted to install a drain from the house up to the gutter. You can see this on the sketch all the way under the ground to the lake bank. Please correct me if I'm wrong and I should be leaving the legal specifications to Brent, but the way the process would work is a homeowner would fill out this application, submit it to the District Manager, to George's office, they would review the application and determine if it meets the basic requirements and then approve or deny it. How we thought the process would work is at that point they would then engage a contractor who would do the installation based on the specifications that are in the drawing. There is one complication that Brent brought up more recently that I will let him address.

Mr. Burford: We are doing lake bank restorations. Geotubes were placed in certain locations to provide fabric to or non-woven to sand to shorten lake bank erosion areas. Those could be an issue if a homeowner hires a contractor to install yard drains. We can't allow them to move the material out of the geotubes. If you are excavating underneath the geotube, you need a minimum of two layers. These excavations would go underneath it, plus you are helping the water at the same time. So, we just need consideration of the geotubes.

Mr. Flint: Would you recommend situations where we denied the application for the yard drain?

Mr. Burford: If we can get that water in those rear lots towards the lake without having to go over the left bank, the better off they are. I suggest that someone understands what they are doing and that they are qualified to handle it. Then again, we have some liability, I guess.

Ms. Sandy: The license that would have to be executed in conjunction with getting approval for this, would cover the liability in the sense if there was damage to the geotube or damage to the pond bank, the homeowner would be responsible for that damage. It's more of a logistical question of making sure the homeowner is aware on the front end that there is a

geotube there and their contractor would know that it's there and how that needs to be addressed. So, I don't know whether they need a separate sketch.

Mr. Burford: There is a map showing where repairs are being made, but we need to make sure that we get a map showing the locations of all the geotubes. In prior work, the locations were identified on the map. So, when the application comes in, the locations will be included where we have geotubes so homeowners would be aware of it.

Mr. Szewczyk: What would your recommendation be, if you are a contractor and you have geotubes there? Would your recommendation be to go under it?

Mr. Burford: Yes. I would not allow the contractor to cut the geotube. That would be our recommendation.

Mr. Szewczyk: Can we somehow include that language in this paperwork that if they are dealing with a geotube, they have to go under?

Ms. Sandy: We can. I think the additional cost there is for Brent to prepare a map showing where the current geotubes are. That's something that we can check on when the application is filled out.

Mr. Szewczyk: Alright.

Ms. Stephens: The homeowner would be responsible for that cost?

Mr. Flint: Not for the additional map.

Ms. Sandy: That's something we would have to repair right now. It's not something on a per resident basis.

Ms. Stephens: Right.

Ms. Sandy: The second item that we need to resolve is we talked previously about passing the cost to the homeowner or setting a fee for staff cost to prepare the documents, but what about an upfront cost of Brent preparing the map?

Mr. Sabol: So we have to decide if there's a fee application or not.

Ms. Sandy: Yes. In order to set a fee, we must hold a public hearing.

Mr. Flint: I think you talked about this before. We discussed if we are going to collect actual costs, we don't need to have a rate hearing, but if we are going to set a fixed fee, then we need to have a rate hearing. I would suggest a fixed fee. I don't know that we want to be calculating different costs every time we process an application. I think you indicated that you are going to be bringing towards some rule changes as a result of the legislative session. We

could have a rate hearing in conjunction with the rule hearing. I have had some other Districts adopt interim rates until they amend their rules. So maybe one option is to adopt an interim rate while you are going through the rulemaking. We did that in Arlington Ridge with Jennifer Kilinski and Lindsay.

Ms. Sandy: I think the risk is if someone challenges it, but if we are moving forward with adopting the rate at a future time, I think that risk is minimal. The worst-case scenario is that you hold off approving the application until the rates are in place.

Mr. Sabol: Do we really need a fee?

Ms. Koontz: I think we should cover administrative costs.

Mr. Szewczyk: I agree.

Mr. Flint: We estimated $175, but when you think about putting in a yard drain, paying $175 for an application fee seems like a lot of money, but the reality of it is it must be reviewed by the attorney and the engineer has to inspect it on the back end. There are real costs associated with doing that. We can schedule the inspections in conjunction with Board Meetings to save some of those expenses, but there will be some expenses to the District. We estimated $175 on average.

Mr. Sabol: I don't think you should charge a flat rate. I think we should wait until the bills come in to see what the engineer and attorneys charge.

Ms. Koontz: I disagree. I believe that we should charge a flat rate.

Ms. Stephens: Is this because of the house in the villas?

Mr. Flint: It could be anyone else who puts a yard drain in. I think that one instance probably raised the issue. It is a valid concern because if they are not installed correctly, it actually exacerbates the issue.

Ms. Stephens: I agree with Rena. It should be a flat fee. Whatever that is.

Mr. Flint: The cost of the mapping of the geotube is a tool that can probably be incorporated in the map we already have with the lakes. It's probably a tool that you can use for things other than this. So, whether you need to recover the expense as part of this or absorb it in your general engineering fees, as we do lake restoration in the future, we are going to want to know where we have geotubes and where we don't. That map may have some other uses.

Mr. Szewczyk: Let's not forget the fact that someone is putting something in a drain in an area that doesn't have a geotube. They are actually doing us a favor.

Mr. Flint: Correct.

Mr. Szewczyk: Because that's going to lessen the chance of erosion at that spot for which we have to go in with geotubes sometime later and have a more expensive solution. So, I agree that we need to recover some costs, but in the long run, it is to our benefit.

Ms. Sandy: We can advertise a range so that way if we can determine further down the road that its actually costing the District less, we can adjust it, if it costs more as well.

Mr. Flint: If you did a range you would have flexibility.

Ms. Sandy: Is there a consensus on what that range would be as part of the rate hearing?

Mr. Szewczyk: We talked about $150, but I think that should be the top side of what the charge is.

Mr. Flint: You can do a range expanding either side of that and then set something in the middle if you wanted to. So, if you went from $100 to $200 or $125 to $225 and you ended up picking $175 or $150, you can do that, but then later on you could increase it if you need to or decrease it.

Mr. Szewczyk: I like $100to $200. That's a nice round number

Ms. Stephens: You have flexibility to change it. Right?

Mr. Flint: Yes.

Ms. Sandy: When is the next meeting?

Mr. Flint: It will have to be in October. You are going to bring the revised rules back, aren't you?

Ms. Sandy: Yes.

Mr. Flint: So we'll do it the third Wednesday in November.

Ms. Sandy: Yes. If we are trying to consolidate advertising for both the revised Rules of Procedure as well as this rate hearing, November would be the best. Does that sound good for the Board?

Mr. Szewczyk: That sounds fine.

Mr. Flint: So it would be November 20, which is a week before Thanksgiving.

Ms. Sandy: This resolution does a couple things. First it approves a form of the application, license as well as authorizes District Staff to process it. Like we talked about, George's office would receive the application. After it was installed, Brent would inspect it. If there's anything that doesn't line up with the sketch, there would have to be changes and he

would do a re-inspection. We tried to set up the license so there would not be much work on the back end. We would just have to make sure that it matches the public records in terms of the deed before recording it. The resolution provides authority to the Chair to execute that license so we can keep proceeding, in between District meetings and bring the license back for ratification at the next meeting. Then it sets the rulemaking hearing for that rate fee. Because we are adopting the application and license in substantial form, we can make that modification to reference the geotube map, once it is created and determine whether or not we need a separate sketch. So, if the Board is good with all of that, then we need a motion to adopt Resolution 2019-06.

Ms. Koontz: Are we changing the date of adoption?

Ms. Sandy: Correct.

> On MOTION by Mr. Szewczyk seconded by Mr. Sabol with all in favor Resolution 2019-06 approving the form of application and License Agreement for the Yard Drain, and authorizing the Chairman to execute the same, was approved.

FOURTH ORDER OF BUSINESS **Unfinished Business Items**

A. Discussion of Tennis Court Drainage Repair

Mr. Flint: Brent was going to discuss the tennis court drainage issue.

Mr. Burford: Yes. At the last meeting, the Board discussed the drainage on the tennis courts. I prepared a spreadsheet with two options; one with trench drains and one with piping to stop the drainage between the two tennis courts. We tried to find some cheaper alternatives. I took a picture of some drains to show you that we did have slow drainage from the tennis courts to a drainage ditch that runs east/west at the back of the tennis court. So yesterday, I was looking at putting a swale to carry that water all the way to the ditch or possibly creating a retention area. It was previously discussed about putting rocks around that panel to build up that area. What is on the drawing is putting a concrete pad around the electrical panel. It would be an extension of the existing concrete that is in between the two tennis courts. Another option is to pour concrete between the tennis courts to create a flow line enabling water across that area. I provided a plan that has a 10' by 15' concrete pad around the electrical panels. Right now, that concrete is .5%, which carries the water to the south/southeast. What I'm proposing is that the 10' by 25' concrete pad would be set in a 1% mixture to make sure the water gets off of there. It would

require very little grading on the actual grass area in the back. That would keep the area around the concrete nice and dry. It will follow the same pattern we have in position today. We are probably talking about 2 to 5 yards of concrete. We will find a local contractor. I could see it at the $5,000 level on the top end, possibly.

Mr. Flint: Are you suggesting that once the concrete is poured that we just let it sheet flow?

Mr. Burford: Correct.

Mr. Flint: And not put it in a box and pipe it or anything like that?

Mr. Burford: It will be at the far end down there. The concrete in between the tennis courts has a small invert that takes water off of our tennis courts and sends everything to the southeast. We will do the same thing on the pad around the electrical pad to maintain that invert and it will shoot the water out through the back. There will be good draining right around the concrete pad, which will flow onto the swales on the backside.

Mr. Flint: Okay.

Mr. Sabol: If you do it that way, isn't that going to create a problem that is beyond that electrical box? Where is that water going to go? It has to go somewhere.

Mr. Burford: It needs a swale to carry water to the lake.

Mr. Sabol: So it will still be a dry area there, the way you are proposing it? The water is going to come out here so it has to go somewhere.

Mr. Burford: That's why I'm showing the grades.

Mr. Flint: The grade is actually pitched based on those numbers.

Mr. Burford: The grade is on the front sheet. After moving to the south/southeast, the numbers were dropping down. That's where the water is going to flow. We use the lowest point on the map and there's actually a swale. On the bottom of the page is the swale, which will get water onto the clay. It will have a good time to pick up any of that sediment. The plant material comes off of the tennis courts and carried that all the way down to the lake.

Ms. Koontz: So the concrete pad essentially acts as a dam to keep the water away from it?

Mr. Burford: No ma'am, it's just how the water flowed through that area. I don't want water near the electrical panel. It will accumulate and just pond up underneath it. We want to have sheet flow through there.

Mr. Flint: So he's proposing to extend the existing concrete and pour a slab around that panel. That slab is going to be pitched and based on the elevations with some minor grading, it will carry the water down to that swale. Based on these numbers, it should flow.

Mr. Sabol: What happens if we have electrical problems and it has to be dug up?

Mr. Flint: They break it up. We pour concrete on electrical panels all the time.

Mr. Burford: If you wanted to, you can probably think ahead and maybe set in a couple of spare conduits so if you needed another conduit any other time, it's already there.

Ms. Stephens: Could you explain to me visually what you are planning to do?

Mr. Burford: All we want to do is expand the concrete to allow the water to spray past the panel. Right now, all of this water and this mud is triangulating down that panel.

Ms. Stephens: I know.

Mr. Burford: There has been rock salt in there and the plate fills up and it gets slick. It's a mess. I think if we can get the water past it, we would be in good shape.

Mr. Sabol: What about running a pipe?

Mr. Burford: I'm trying to cut costs for you.

Ms. Stephens: If we are going to do it, it has to be done. This is electricity we are talking about.

Mr. Burford: I understand.

Mr. Flint: If he shot elevations and the ground pitches up, then the water is going to run.

Ms. Koontz: The water is still running.

Mr. Burford: Its ponding.

Ms. Koontz: I understand that, but we aren't eliminating the water. We are just making the water move faster past the panel. Right?

Mr. Flint: Correct.

Ms. Koontz: It's not going to settle there.

Mr. Burford: That's correct.

Ms. Koontz: We are going to slope it so that the water runs off.

Mr. Burford: The ground is naturally slopped so it should carry on to the swale and into the plate.

Mr. Sabol: So when you receive hard rains, it will accumulate or get muddy, but it could drain off.

Mr. Burford: It may be muddy, but it's going to be out past your electrical panel.

Mr. Flint: You could always do that as a Phase 2. If we pour the concrete and find that it's not draining quickly enough, you could always put a box in there later, like a yard drain.

Mr. Burford: We could add another extension to it. Four feet is just a big enough area to put a yard drain on the small end of that pipe.

Mr. Sabol: Whatever clay comes off of that tennis court is excess clay.

Mr. Burford: Correct. You don't know when they had clay coming off of it, but you can pick it up from the backside of that area. That can be maintained, just like you mow the grass. It's just another maintenance item so that water would not be all around that electrical panel. It would be pushed on past it.

Mr. Sabol: You are proposing this at a much less cost?

Mr. Burford: Yes. That's like a quarter piece of sidewalk.

Ms. Stephens: What is the cost?

Mr. Burford: Just off the top of my head, I couldn't see it costing much more than $5,000. Probably not even that. It's like what a small section of sidewalk costs.

Mr. Szewczyk: The other option we were talking about is pouring an entire sidewalk and a drain with gravel, but that's a lot more extensive than pouring a pad and letting the water flow.

Mr. Burford: Correct.

Mr. Flint: This cost estimate is in excess of $30,000.

Mr. Sabol: One was $31,000 and one was $43,000.

Mr. Burford: That was when they were installing trench drains and catch basins. It's a "Do what you need to do right now." At some point in time, in between those tennis courts, you can spend the money to get the drainage corrected.

Mr. Sabol: Could you give us an estimate?

Mr. Burford: I will look into it. I was just thinking that we were going to be discussing it tonight and I misunderstood some of the direction from the last meeting. We just discussed this quickly yesterday and today. I think this will address your needs. Like I said, if we have some issues with it, just like George mentioned, we can extend that concrete, put a little drain in there and pipe it out.

Mr. Sabol: So you will come back at the next meeting with something?

Mr. Burford: We will have something put together.

Mr. Sabol: Okay.

Mr. Flint: All we have to do is to pour a concrete pad, right? He just has to have it sloped correctly and that's the only thing.

Mr. Burford: We could lay it out in just a matter of hours.

Mr. Flint: So if the Board wants to move forward with it, you could probably approve a not-to-exceed of $5,000. We use Bradley Ray Concrete for small projects. We could probably get a quite from him and get it done.

Mr. Burford: That's the price on the high end of it.

Mr. Sabol: Brent, can you cut the area where the electrical box is? Because it is higher.

Mr. Burford: Do you see numbers there?

Mr. Sabol: Yes.

Mr. Burford: Water is flowing this way and it's going to continue to flow.

Mr. Sabol: Right now, the water is accumulating.

Mr. Burford: I looked at it, but it could be because of this. I'm not going to be able to eliminate that. I was looking at the electrical panel. That's a different area.

Mr. Sabol: Is there a way that you can put a cut here to drain that water and make sure that water leaves? That is where the water accumulates right now.

Mr. Flint: They could maybe notch it.

Mr. Burford: If you have a contractor that you are working with, they can probably get them to make cuts.

Mr. Sabol: Someone like Bradley Ray Concrete?

Mr. Burford: Yes. I think that will solve your problem.

Ms. Koontz: There are an awful lot of "maybes, probablys and mights." This sounds like one of the fixes that the CDD makes. I'm concerned that a year from now or two years from now it comes back to bite us in the butt because it wasn't done right in the first place. To me, that doesn't seem like the right answer. I will defer to this Board if everyone says, *"Rena, it is the answer,"* but it doesn't feel right.

Mr. Sabol: You are talking about $30,000 to $35,000 extra to do that. At a later date, we can always change that.

Ms. Koontz: That is what we always do. We do something and then at a later date its wrong and we go back and fix it and then we don't fix it right. Then sometime after that, we are fixing it a third time and everyone is complaining about why we didn't do it right the first time.

Ms. Stephens: That's 100% right. That's why I had you come here to look at the cracks. I understand what Joe said. $30,000 as opposed to $5,000 is just putting a band-aid on a heart attack. If we are going to do anything, either we do it all or do nothing. What's the point?

Mr. Szewczyk: So you are recommending that because of these cracks, we replace the entire sidewalk between the tennis courts?

Ms. Stephens: Yes. Have you looked at it? It's a big mess back there. It's a disgrace.

Mr. Sabol: That will tell you something because we had a contractor look at everything and he pulled the proposal. What he was doing was basically designing it like you are speaking of, but would not guarantee it.

Ms. Stephens: He was going to put rocks there.

Mr. Sabol: He said it would work maybe 90% of the time, but he withdrew his proposal. This is more or less what you are proposing. He has a point. It may not work. In a perfect world, we always hope it is going to work, but as soon as we have a horrible rain, we will have another problem.

Mr. Sabol: So if we don't do that, Brent, do we have to go back to that $31,000?

Mr. Burford: One of the options that I thought about for that electrical panel was to cut in a swale that carries water back to the existing swale that takes the water off the property.

Mr. Szewczyk: So basically re-grading.

Mr. Burford: Yes. Re-grading a large area. Whereas, if it's just a problem with standing water around an electrical panel, which was originally proposed, this will take care of that water standing around the electrical panel. However, 4 inches of rain in the afternoon is not keeping things dry. As far as normal seasonal rains, the water runs and dries off. This will keep the water from the pond away the electrical panel.

Mr. Sabol: Okay, so you are talking about if we accept that proposal, say for $5,000, what would it cost to grade that on a 4 or 5-inch slope, maybe 25 to 30 feet out?

Mr. Burford: I don't think we need to get 25 to 30 feet out. If you want to look at it, I'll shoot some tattered grains in that area so you can see how they spread that out through there. I think we have the ability to get that water moving. If we get concrete in there and I put in a 1%

slope verses a 25% slope, if the water is hitting that concrete pad, it will drain off of it. There's maybe a little area right behind it, where rocks and plant material accumulated. Yes, it will have to be maintained on the backside of that concrete pad where it flows off into the grass. It will have to be maintained like grass. It has to get some maintenance. If its maintained and you keep the same slope, water will drain off of the concrete pad.

Mr. Sabol: So we are looking at spending $31,000 to $32,000 versus $5,000 to correct it.

Mr. Burford: I'm talking about the cracks in the concrete. To do that trench drain down the center like was proposed, it's just like you mentioned. If we are looking at keeping that electrical panel dry, the concrete pad will take care of it.

Ms. Stephens: I know what it looks like. I know that the palm was right there and I understand what Joe was talking about. I also agree with Rena. That was my thought from the get go. If we are going to do it, we should just do it right.

Mr. Sabol: We have three things that are wrong out there. We have to get rid of the water, we have a possible electrical problem and we have to get rid of the clay. So, I think the $31,000 to $32,000 sounds good and will probably fix it, but that's a lot of money.

Ms. Stephens: George, do we have the money?

Mr. Burford: One thing to keep in mind is what I proposed, which is putting a trench drain down that center, but there are still areas in there where you are going to have all of these cracks. So, it's not just replacing that concrete in the entire area between the tennis courts. They don't even have to put the trench drain in. So, if you want to redo that entire area between the tennis courts, you are looking at additional costs.

Ms. Stephens: Why don't we have a drawing of how it should be, with everything in the perfect world, with little or no problems, what it looks like and how much it's going to cost. Does anyone agree or disagree? I know that Joe is still focusing on $5,000.

Mr. Szewczyk: No I'm not. I'm listening to you.

Ms. Stephens: I don't want to spend the money either, but you can't keep throwing money away and nothing is getting done right.

Ms. Chichelli: I think there's a huge difference. I know that it looks like it's going to be a very small fix, but if he's the District Engineer and he's giving us the answers on how to move the water from the electrical box, this sounds good.

Ms. Stephens: I'm not going to disagree with you, but the District Engineer said the same thing about the playground.

Mr. Flint: The District Engineer wasn't involved with the playground. I think the District Engineer came up with a solution that worked on addressing the issue. That's the same theory and techniques that he is applying here.

Ms. Stephens: I wasn't blaming you.

Mr. Sabol: They did a wonderful job on that playground and its completed.

Ms. Stephens: Thank god.

Mr. Sabol: You are going to have to pour a pad, but if you are going to put some more cuts in there or something to get rid of it, maybe we need another plan. I don't know if we need more cuts to get the water to that end.

Mr. Burford: If you have extra money, you probably want to take care of that entire area, but you have concrete posts in there. I think if you understand that its more money to get the drainage in that entire area straightened out, you should address that entire area at the same time, your structures, tangles, whatever you need to solve the issue. I think what I proposed here is the cheapest method and it will keep the area dry around there. As far as the trench drain and the area from the tennis courts, they need to be looked at.

Mr. Sabol: So do we want to vote on it?

Mr. Szewczyk: This all started with ponding water. A General Contractor once told me when I was grading to just keep the water moving away from the structures. That is what he is proposing. I like the idea of putting a couple of conduits in there in case we need them in the future by digging up the concrete. I believe it fixes the issue. We don't want water ponding around our electrical panel.

Mr. Sabol: Right, that's correct.

Mr. Szewczyk: Is that sidewalk to a point where it just needs to be repaired? I don't think so, just the sidewalk in between. I pulled up the rugs in my house and there are cracks in the concrete. It settles and cracks. So, I don't feel like there's a need for us to be ripping up that whole thing and redoing it.

Mr. Szewczyk MOVED to approve a not-to-exceed amount of $5,000 for Bradley Ray Concrete to pour a concrete slab at the tennis courts and Ms. Stephens seconded the motion.

Mr. Sabol: It is going to cost more than $5,000.

Mr. Szewczyk: I'm just going by what Brent said.

Mr. Sabol: Okay.

Mr. Burford: I can't see two yards of concrete costing more than $5,000.

Mr. Sabol: I think that's a good idea, Joe, but I would like to see an additional cut there to get rid of the water. Bradley Ray Concrete can do that for a reasonable cost.

Ms. Stephens: I say make it an even $6,000 and be done with it.

Ms. Chichelli: Will the person coming to do the job be supervised?

Mr. Flint: We would like the motion to include the fact that the District Engineer would work with the contractor to make sure that the pad is properly pitched and specifications were followed.

Mr. Szewczyk: I will add that to my motion.

> On VOICE VOTE with all in favor amending the prior motion to approve a not-to-exceed amount of $5,500 for Bradley Ray Concrete to pour a concrete pad at the tennis courts and authorization for the District Engineer to work with the contractor to ensure the concrete pad is properly pitched and specifications were followed, was approved.

Mr. Flint: Is there anything from the District Engineer?

Mr. Burford: I spoke with Cross Creek Environmental and he's expecting to start at any time. Possibly the end of this week or the first of next week.

Mr. Sabol: I was wondering if they were going to start on the lakes next week.

Mr. Burford: He is supposed to be here this week. As soon as he's onsite or know when he's coming onsite, he's going to get in touch with me. That's all I have.

Mr. Sabol: Okay, but on something like this tennis court, the tennis people are going to be back here in a month or six weeks so it's important that we get it done. I would like to do it as soon as possible.

Mr. Flint: Nathan, can you coordinate with Bradley Ray Construction?

Mr. Trates: Yes.

Mr. Burford: If you give them my contact information and I'm onsite, we can take it from there.

Mr. Flint: Sounds good.

Mr. Burford: That's all I have.

Mr. Burford left the meeting.

Mr. Flint: If the Board approves, I would like to go out of order.

- **Amenity Manager's Report** *(Item 8C)*

Mr. Flint: Under Nathan's report, he has a proposal from a security company. We have a representative here from a security company. Is the Board amenable to moving this item?

Mr. Sabol: That's fine.

Ms. Stephens: Yes.

Mr. Trates: I would like to introduce Anthony from Relion Solutions. He is going to talk about the quote he submitted to us for nighttime security.

Mr. Sampiere: Hello everyone. I'm Anthony Sampiere from Relion Solutions.

Mr. Flint: Nathan, why don't you explain what the proposed scope is and that you've gone out and attempted to get other proposals.

Mr. Trates: We have been searching for an overnight security company for a few months now and received some other bids that have come in. Anthony reached out to me in the last few weeks to submit his quote for overnight security within Lakeside Plantation. The proposal is $17.50 an hour or $420 for 24 hours of security per week. Anthony was saying that the company is agile and can make adjustments since he is local. The proposal is in your agenda package.

Mr. Szewczyk: So what you are offering is onsite security versus roving patrol.

Mr. Sampiere: Someone to be onsite. I can offer patrol around the community as well.

Mr. Flint: Would the rate be different for roving patrol or would it be the same rate?

Mr. Sampiere: For a limited scale, no. Its included.

Ms. Koontz: So when you are roving, you would drive to the single-family homes, the towns, the villas, all of Lakeside Plantation?

Mr. Sampiere: The main roads.

Mr. Flint: The security that the CDD pays for is to provide security for the CDDs assets. With the exception of the monuments in the front or maybe The Arbors or the ponds, there may be some CDD assets that they could patrol.

Ms. Sandy: I think Mike spoke about this last time. In terms of security issues, we have to be careful about what we talk about because security plans and details of security plans have to be discussed in a closed session. They are both exempt from public records and Sunshine Laws. So, when we get into specifics of routes, hours and things like that, if that's something the Board wants to discuss, then we can stay until the end of the meeting and have a closed session to discuss these items.

Mr. Flint: My suggestion is to talk more in general terms, then set some broader parameters and let staff, maybe the Chair or a designated Board Member work out the specific days and hours so we are not disclosing any of that information at a public meeting. Someone could read to the minutes and say, "Oh, they are patrolling these nights and therefore, I'll break into the clubhouse on that night."

Mr. Sabol: One reason I think this is important is because according to Nathan, there has been 57 incidents since last February that happened after hours. Keep that in mind as we discuss this.

Ms. Stephens: Are you insinuating that we don't need the security?

Mr. Sabol: We do need the security.

Ms. Stephens: I just want to make sure.

Mr. Sabol: We are not going to discuss the hours now.

Ms. Sandy: We can say how many hours a week and things like that.

Mr. Sabol: So we had discussed something about 24 hours a week.

Ms. Sandy: Yes. I think that's included in each of the proposals.

Mr. Sabol: Is that a minimum of what your company will do?

Mr. Sampiere: Yes. I can go over it, but there will be a slight rate increase.

Mr. Sabol: Okay.

Mr. Flint: On an analyzed basis, that's $21,840 for 52 weeks at $420 per week. We budgeted $30,000 just as a placeholder. So, if you approve the proposed budget, you would be able to accommodate this number of hours. Let me back up for a minute. Why don't you tell us about your company and how many people you have? They all have to be certified and provide

what their certifications are and what other clients you have in the area, just so the Board gets a feel for your qualifications, if you wouldn't mind.

Mr. Sampiere: Well, I started off in pool security when I was 19 years old. Since then, I have had many different posts, events, concerts, etc. Last year, I worked for the Florida Department of Corrections to get some experience. While I was at the prison working there as an officer, I started my company Relion Solutions. Apparently, I haven't had too many events. I had one in October for the Farmer's market. I have about two employees and I'm hoping to grow. As I said, it's a fairly new company.

Mr. Szewczyk: What kind of experience do your employees have?

Mr. Sampiere: General security experience.

Mr. Szewczyk: Can you define that?

Mr. Sampiere: Mall security, parking lot patrols and things of that nature.

Mr. Sabol: Do you carry any weapons?

Mr. Sampiere: No.

Mr. Flint: You don't want armed security. In this kind of environment, we typically see security services less as a militaristic type and more of a customer service type. Do you agree with that philosophy?

Mr. Sampiere: Absolutely.

Mr. Flint: Its interfacing with residents and also interfacing with non-residents that shouldn't be here. Are there any more questions? We can talk about this more under Nathan's report if you want to defer action on it until later in the meeting.

Mr. Sabol: I think it's a good idea to discuss it some more because we are going to discuss the gates and so forth.

Ms. Chichelli: You mentioned certification. How many hours do they have for training?

Mr. Sampiere: The State of Florida requires 40 hours. Those are the minimum requirements.

Ms. Stephens: Are they reliable?

Mr. Sampiere: Yes. That's our name.

Ms. Stephens: Yes ago, I owned a security company when I lived in New York. We provided a lot of big time security. I just want to make sure. There are times when you think somebody is going to be there and they didn't show.

Mr. Sampiere: The company I was working with had employees like that. I brought it to their attention numerous times. It isn't fair to you and it isn't fair to us.

Ms. Stephens: When you think somebody is supposed to be at their designated spot and they are not, then the owner of the company has to be there.

Mr. Sampiere: I had to take some posts by myself.

Mr. Sabol: I don't have any more questions.

Mr. Flint: Thank you for being here and Nathan will be in touch with you.

Mr. Sampiere: I'd be happy to stay after to discuss.

Mr. Flint: You don't need to. I think we can reach out to you after the meeting or tomorrow and let you know what the Board decided. We appreciate it.

Mr. Sampiere: Thank you for your time.

B. Consideration of Proposals for Access Control Points at Pool

Mr. Flint: Nathan, do you want to present the proposals?

Mr. Trates: Yes. For the access control system, there were two quotes that I was revisiting that were previously presented. One was for CIAccess for two pool gates. The price was $11,914.86, which included 1,800 entry fobs. It does not include bringing power to the gates, unfortunately. They said it would be extra or something that we would have to hire an electrician for. The second quote was from Action Security for $12,500 for four access points at two pool gates, the gym and library. I did reach out to them to see what the cost was without the gym and library and he said that the difference was $7,000 to $8,000. This also includes 300 access cards for $1,425. You can see that it is a little more money for the access cards versus the fobs. Those were the quotes that we are revisiting for access control.

Ms. Koontz: Does the second proposal include running electric lines?

Mr. Trates: Yes, but it only includes 300 fobs. I believe the price for them was $4.25 per fob. So, it depends on how many you want to provide per household.

Mr. Szewczyk: There's no reason to have more than one card per household. I don't know too many times when somebody comes up to the pool using the access points for the gym and the library. How would that work? Suppose I come up here with my wife and let's say that she goes to the gym and I go to the library. Once I'm in, do I have to clock out in order to go into another area?

Mr. Trates: They usually have an exit push button and that unlocks the 600-lb. maglock.

Mr. Szewczyk: So I just leave as I would and just scan in to go to the next room.

Mr. Trates: Correct.

Mr. Flint: One way to possibly handle it is you can provide two fobs. It's really up to you on how you want to handle it. You can charge for every one of them or you can provide two at no cost and replacements or additional ones at a certain amount for "x" dollars. For example, you can say, "We will provide two per household and if you need more than two up to a maximum of four, you would pay $10," or whatever the fee is going to be. That's the way a lot of communities would handle it. Some will charge for all of them. Some will provide a certain number at no cost and above that, they have to pay a fee for each additional fob. In all communities for replacement fobs, if you damage or lose it, typically you are going to pay to replace it.

Ms. Koontz: Couldn't we provide one per household and if they want more, they purchase the additional ones?

Mr. Flint: Yes, if that's the policy the Board wants to make. I would put a limit on how many per household because you don't want them handing them out to all of their friends. So, you probably want to put a maximum on how many each household could have, but you can do that in the policy.

Ms. Stephens: I think four is a good number.

Mr. Szewczyk: For a maximum?

Ms. Stephens: For a maximum. I'm going to go with two per household, but if you want, you can go with one provided for free and then having them pay for the second one with four maxima. I don't think you would need more than four.

Mr. Szewczyk: I think we need to decide because it's going into the cost of each of these proposals. I think we need to decide what direction we want to go in. Do we want to give one for free or two for free and then charge $10? This way we can recoup the cost of the original ones if someone wants more than two. Nathan can turn around and say, "Okay, under this plan, we'll give two free ones and this is what the end cost is going to be to us." So, does that sound alright? Should we give one or two for free?

Ms. Chichelli: One for free and then everyone can pay for another one. Joan, do you have a fob to get in or out of your pool?

Joanne Sutton, 1775 Scarlett Avenue: We have a new system now. Every time somebody uses their key to get in, a buzzer goes off.

Ms. Stephens: That's very sophisticated.

Ms. Sutton: People were climbing over the fence. They used to come in car loads. Now some Board Member comes and say, "Its after hours, please leave now."

Mr. Szewczyk: How many cards are issued to you for free?

Ms. Sutton: I get one for free.

Mr. Szewczyk: It sounds like providing one key is the direction we should go in.

Mr. Sabol: Wait a minute. We have a decision to make here. Are we going to go with this type of security or are we going to go with a guard? If we go with a guard, we will not do any of this or do we go with these two proposals?

Mr. Szewczyk: I thought we were doing both.

Mr. Sabol: Their duty is to protect this place from 9:00 a.m. until 9:00 p.m. Is that correct?

Ms. Stephens: Yes.

Mr. Szewczyk: When we had that police officer here, he plainly stated that there was no way staff can take care of and look after everything that needed to be looked at.

Mr. Sabol: Do we need additional staff?

Ms. Stephens: We were supposed to have cameras.

Mr. Sabol: We were supposed to have a guard.

Mr. Szewczyk: The guard is for the nighttime.

Mr. Flint: He's only going to be here for three nights.

Mr. Sabol: That is correct. So, which way do we move? Do you want any proposals to hire a guard for so many hours so we get a combination?

Ms. Stephens: Like Joe said, you are hiring the guard for the night.

Mr. Sabol: Do you want to try one or the other before we get too far?

Ms. Koontz: I don't.

Mr. Sabol: Do you have a lot of money to spend?

Mr. Szewczyk: I thought that was the direction we wanted to go in, which is having a guard for the nighttime and access control so we can see who is coming and going during the daytime.

Ms. Stephens: I agree. That's what I thought too.

Mr. Szewczyk: So as a Board we need to decide what our policy is going to be. Is it going to be one free card per household? We can set whatever price we want, but Nathan needs to know what that freebee is upfront so we know how many cards to order to get an accurate price on each of these proposals.

Ms. Sandy: If we are just passing along the cost of the actual card, we can do that, but if we are going to charge a set amount, if that's not necessarily affixed to the price, then we must have a rate hearing at the public hearing. So, if we are just passing on the cost, which I think is $4.25, then we don't need to have any finalized hearing for that.

Mr. Szewczyk: So if we want to charge a $10 fee for any extra card, do we need to hold a rate hearing?

Ms. Sandy: Yes.

Mr. Flint: That can be wrapped into your November hearing and we can include that as well. I'm used to seeing a fixed amount, but you can do a range. That way if the price of the proximity card goes up, you don't need to have another rate hearing. You can set a range for those, but you don't want to use it as a moneymaker. Usually you are not charging $3.80. You are charging $10 or some fixed number. Again, you can wrap it into that rate hearing if you choose to do that. In the interim, you can probably charge the actual rate until you have the rate hearing, but it's probably going to be November with the electrical work and everything else to get this installed.

Mr. Sabol: Do we have to decide which company we want to go with?

Mr. Szewczyk: Not yet. We are still deciding on how many fobs per household because that has to be factored into these proposals.

Mr. Trates: How many are you looking to purchase? I believe one charged $4.25 and the other had a separate charge.

Ms. Sandy: It was $3.80.

Ms. Koontz: It should be one per each household. So, its $3.80 from CIA and $4.25 from Action Security.

Mr. Szewczyk: How many households do we have in this development?

Mr. Trates: 687.

Mr. Flint: Why don't you just round it off to $700.

Mr. Szewczyk: From CIA, we are getting 1,800 fobs, which was included in their price.

Mr. Trates: Correct.

Mr. Szewczyk: There are plenty available for sale at the center. Action Security's proposal didn't include it.

Mr. Trates: They included 300.

Mr. Szewczyk: We will offer every household one to start off with. So, with Action Security, it would be another $2,000 for the cards, which brings their proposal to $15,925.

Mr. Trates: Also take into consideration too that the quote for Action Security is for four access points and CIA covers two access points.

Mr. Szewczyk: You didn't get anything in writing.

Mr. Trates: He gave a generalized proposal.

Mr. Chichelli: Action Security also offers a manned service.

Mr. Szewczyk: That's optional.

Mr. Trates: That is not included. That is an option.

Mr. Szewczyk: If we went with CIA, we would have to provide the power. So, it looks like we have some decent sized numbers here that will need to be added in. We have been doing a lot of work with Sargent Electric.

Mr. Trates: Yes.

Mr. Szewczyk: So I think we need to find out what kind of lines need to be run and how much Sargent would charge us before we can proceed so we can compare apples-to-apples.

Ms. Koontz: Can we also get in writing from Action Security on what the two access points would be?

Mr. Trates: Yes, I will contact him again.

Mr. Szewczyk: How does the Board feel? Do we want to include those two things? We already have locks and if we just changed the combinations enough times, I don't think we need it.

Ms. Koontz: I thought we were happy with the library having its own secret code.

Mr. Szewczyk: We are just having access control at the pool, so I think it's important to get a price for just those two access points.

Mr. Trates: Having people in the pool after hours is where most of our issues are. During the day, we are checking every hour, sometimes twice an hour for people that come in that are

new. So, it really is for after hours. Even if there are key fobs or access fobs, people are still going to jump over the fence.

Mr. Szewczyk: That's why we are saying we need both. I know that you are out there checking, but I also see someone leave every once in a while.

Mr. Sabol: I've seen that several times.

Mr. Szewczyk: Could you get those missing pieces of information?

Mr. Trates: We need to consider how guests would get access because a lot of our residents have guests.

Mr. Flint: Guests have to be with the resident. That's the way you handle that. I don't think you want to issue proximity cards to guests.

Mr. Szewczyk: The resident would still have to be here to let them in anyway so I don't think we should even issue temporary passes. I don't think we can move on this without further information, especially to get power to the gate.

C. Consideration of Proposal for Website ADA Compliance

Mr. Flint: We discussed this before and I asked the Board if I could just bring it back to you. This has been the subject of a number of lawsuits in the State of Florida against Special Districts, Cities, Counties, School Boards and private entities. As a result, the District's insurer, who insurers over 300 CDDs, has indicated that the District needs to take proactive steps to bring their website into compliance with the American with Disabilities Act (ADA). The downside of not doing that is they would not underwrite the District if we were sued based on being non-compliant with ADA on the website. First this is something we need to do and second, we have some concerns about being covered in the event of a lawsuit if we don't do it. We met with several companies that provide this service and were able to negotiate a very favorable arrangement with VGlobalTech for website compliance. We use them in all of our Districts. There are many District managed by companies that spent many times with their proposer to bring their website into compliance. We categorized the websites into small, medium and large. What they present to you is the large website level. Its slightly more expensive than the medium or small web site. It is because your current website is a little more involved that some of the other websites. So, we have what are called compliance websites for Districts, which merely have all of the documents that are required by Statute to be on there. It's not real flashy. Let the

county consider the small website. Typically, with newer Districts, the less information, the simpler the layout. Then there's a medium and large range. Based on the way that the website is right now, it falls under that large category. The upfront cost to convert and maintain it for the first year is $3,575. Then they provided a proposal for future website maintenance. Our recommendation would be to only approve Option 1 and then later on, if need be, we can come back with other options, but we don't know if the regulations are going to change. So, our recommendation would be to defer action on the future maintenance. We also will likely be in a position in the future where we can update it ourselves, just for updates. There is a question of future auditing of the website. The insurance company wants to make sure that the website continues to be in compliance after its first created. It won't be an issue in the first year if you approve this because VGlobalTech is going to handle that. In future years, there likely will be a need for periodic audits to the website. There are two different kinds of audits; one is basically a software audit where they run the software through different software packages to determine whether they are compliant. There is also a human audit where they actually have people reviewing your website. Because this website is being created by VGlobalTech, they don't think the human audit would be necessary. They would be comfortable with the software audit, but again, I don't think we need to deal with that today.

Ms. Sandy: Just to conform, George, in terms of the insurance company, are they okay if we don't commit to doing the audits for this first year?

Mr. Flint: Yes. We are not going to be changing anything with the website. We are just going to be uploading documents, which will be converted to RTFs.

Ms. Sandy: Would VGlobalTech be converting those?

Mr. Flint: Yes, for the first year.

Ms. Sandy: Okay.

Ms. Koontz: Does your company maintain our website?

Mr. Flint: No. We maintain most of the websites for Districts we manage. This District actually had an existing website in place with a third-party provider. So, we would be terminating that website and creating a new website that was ADA compliant.

Ms. Koontz: Is this in the budget?

Mr. Flint: It's not. It would come out of the current year's budget. The District has the money to fund it. I don't really think you have an option not to do it. It's not something that was

planned in the budget because this was not something this time last year that was even on our radar.

Ms. Koontz: I understand that. I'm not disagreeing with it, but I don't see a line item for website maintenance. So, in the future, will we have to monitor for that.

Mr. Flint: We do have a line item.

Ms. Sandy: Under "Information Technology."

Mr. Flint: Last year we budgeted $2,500. The $2,500 anticipates doing some of the quarterly auditing. The cost of converting it would actually come out this year's budget, which we haven't included in our current year's projected expenses, but it's not going to materially affect next year's budget.

Ms. Sandy: We worked with VGlobalTech in our Districts and drafted a form of agreement that we could put into place with each of our Districts. There is an initial upfront cost as George said and costs that we may need to incur going forward. So, we need to decide whether or not we want to include those quarterly audits in the contract or amend the contract in the future.

Mr. Flint: I would leave it off and then we can add it. My recommendation would be to approve Option 1 and then we can add the other option later, as needed or if you want to put them as optional services in the contract, you can do that, but we can amend the agreement to add to it later.

Ms. Koontz: Are you looking for a motion?

Mr. Flint: Yes. My recommendation would be a motion to approve Option 1, directing District Counsel to draft the appropriate agreement to be executed by the Chair or Vice Chair.

> On MOTION by Ms. Koontz seconded by Mr. Szewczyk with all in favor the VGlobalTech Proposal for ADA Website Compliance Services in a one-time amount of $3,775 and authorization for District Counsel to draft the appropriate agreement to be executed by the Chair or Vice Chair was approved.

FIFTH ORDER OF BUSINESS **New Business Items**

A. Consideration of Resolution 2019-03 Amending Resolution 2019-02 Approving a Proposed Budget

Mr. Flint: This item is informational. Resolution 2019-03 Amends Resolution 2019-02. It was technically approved previously. When you initially approved the Proposed Budget, you did not propose an increase and the following month, we discussed the budget again. The Board decided to include a proposed increase of $50. By doing that, you actually approved this resolution, which was drafted by District Counsel. Because you are approving a proposed increase, the resolution was slightly modified from what you adopted in May. So, this is informational. We will have it executed by the Chairman. It was technically approved at the prior meeting. Are there any questions?

Mr. Sabol: No.

B. Public Hearing

Mr. Flint: Next, we have the public hearing to adopt the Fiscal Year 2020 budget. I would ask for a motion to open the public hearing.

> On MOTION by Mr. Szewczyk seconded by Ms. Stephens with all in favor the Public Hearing on the adoption of the Fiscal Year 2020 budget was opened.

Mr. Flint: The Board previously approved a Proposed Budget, which was subsequently amended and setting the date, place and time for the public hearing for today. The Proposed Budget included a proposed increase of $50 per unit for a single-family home and a scale for the multi-family villas and commercial. The bottom of Page 2 shows the Fiscal Year 2018, 2019 and proposed 2020 per unit amounts. The difference for multi-family, which only applies to the townhomes would be a proposed increase of $34 per year, from $732 to $766. Then you have the single-family homes, which would receive a proposed increase of $50. Then the villas, which covers everything else, would have a proposed increase of $40 per year. This is a public hearing so you should take public comment before you consider any action. I would be happy to walk through the budget if you would like for me to do that.

Ms. Sandy: That increase is largely to accommodate the additional amount for security patrol, especially due to fact that we are looking at an increase. We are holding two public hearings. The first one will focus specifically on the budget and the second one would focus

specifically on the assessments and how they are levied. At this time, if you have any questions on the budget, now would be the time to ask them.

i. Consideration of Resolution 2019-04 Adopting the Fiscal Year 2020 Budget and Relating to the Annual Appropriations

Mr. Flint: We opened the public hearing on Resolution 2019-04, which adopts the budget. We provided the Proposed Budget to you, which has not changed substantially. We updated the actuals through July 31st for the current year, which impacts the current year projections. As far as expenses and revenue for next year, it is substantially the same as what you have seen previously. One thing that I will point out, which is on your agenda, is landscape inspection services with PSA. They are proposing a slight increase, which results in a $120 per year increase from $3,300 to $3,420. The current inspection amount increased slightly, resulting in a $120 increase. Per your direction, we included $30,274 for Security Patrol. We balanced the budget against that $50 security line item. We still have Transfer Out of $130,000 to the Capital Reserve Fund. Are there any questions on the expenses?

Ms. Koontz: When do we review the contracts that we have for all of our services such as your company, the District Engineer's company and the lake maintenance company? The contracts you sent to me when I initially got on the Board, all automatically renew and they were all signed in 2013. Is there a point where we decided that maybe we should evaluate the engineering company and perhaps seek bids from other engineering companies who are less expensive or more qualified? All of these contracts automatically renew every year.

Mr. Flint: Basically in our contract, there is a 60-day termination provision. Otherwise it renews. The Board is welcome at any time to review my contract, District Counsel's contract, the District Engineer's contract and Vesta's contract, but it's really a Board decision. Typically, the way that they are structured in all of the District's we manage, they are set up the same way as they are set up here. You don't typically see that review like you might see a landscape contract, lake maintenance contract, janitorial contract or pool cleaning contract. Normally you would see that in a situation where maybe you're not happy with the service, then that will maybe start the process of looking at alternatives to the service, but that's the Board's discussion at any time they want to do that. If they are not happy with the service and they feel that they want to review it from an economic standpoint, that's your discretion to do that. We work at the will of the Board. District Counsel works at the will of the Board. The District Engineer falls under a

different section of the Florida Statutes that requires us to do a bidding process for engineering, but you are not required to bid out District Counsel and District Manager services. That's at the discretion of the Board.

Ms. Koontz: I would like to express my discontent with the engineering company and perhaps some time this year, we should look at other engineering firms. I'm just putting it out there.

Mr. Sabol: So what do we do in that case? Should we advertise it?

Ms. Sandy: As George was saying, you have to go through a Request for Qualifications (RFQ). So, the Board would approve certain advertisements requesting certain qualifications from engineering firms. You have to run a notice. Then we would receive those qualifications and proposals from various engineering firms. It does not improve price in those qualifications. You evaluate their qualifications and their licensing. Then I will bring staff to negotiate a contract with the number one ranked firm. If you can't reach a reasonable contract including price, they need rank each firm.

Ms. Koontz: They are going to make us follow a point system.

Ms. Sandy: Not a point system, but you have to go through the procurement process for engineering services. As George said, for professional services such as District Manager and District Counsel, you do not have to do that. For your general maintenance contracts, whether that is landscaping or lake maintenance, if you reach a certain threshold, then you have to do a procurement, but I think for most of these, we are under that procurement process.

Mr. Flint: Its $200,000.

Ms. Stephens: George, how many years have we had this District Engineer?

Mr. Flint: I have to go back and look. When I came on, we had a different one and we ended up issuing an RFQ and ended up selecting Johnson Engineering. What is the date of the contract?

Ms. Koontz: October 7, 2014.

Mr. Flint: So it's been about five years.

Mr. Sabol: Do we have an option to ask for bids anytime we choose to?

Mr. Flint: Yes. Johnson Engineering can bid. The bid document that we typically use is very simple. It's a one page notice that we place in the newspaper. It's not a detailed process. If you chose to do that, likely what we would want to do is to bring that back, have it on the

agenda, the Board would authorize staff to issue the RFQ, we would advertise it and bring proposals back.

Ms. Sandy: One thing that I would say in having done a few RFQs recently, is from what I've seen from Johnson Engineering rate fees is that their rates aren't extremely different than other engineering firms. Of course, that can vary based on region, but you need to think about whether its pricing that you are not happy with or service, personnel and things like that.

Mr. Flint: You are making the selection of the qualifications and then you negotiate price. You are not even allowed to ask what their hourly rates are when you bid it out because its solely based on qualifications. I can tell you that in this area, there aren't a lot of options for CDD Engineers. If we went out for bids, I'm not sure how many responses we will get. That doesn't mean you shouldn't try. On the other hand, if there are specific performance concerns or other issues, we can try to deal with those and keep Johnson Engineering.

Ms. Koontz: Do you want to delay this until Supervisors Comments? We can certainly get back to the budget and then discuss this at the end of the meeting.

Mr. Flint: Okay. Is there any other Board discussion before we take public comments?

Mr. Sabol: I have none.

Mr. Flint: If there is no Board discussion, do you want to take public comments?

Ms. Sandy: Yes.

Mr. Flint: Is there any public comment? Please state your name and address and try to limit your comments to three minutes.

Deborah Johnson, 1505 Scarlett Avenue: When you were talking about the single-family homes being $1,084, I have my tax bill and its $1,544. I just wonder what the other $410 represents.

Mr. Flint: There's a debt service assessment, which is $420. There are two components to your CDD assessment. There is the operation and maintenance (O&M) and then there's a debt service piece. So, for the single-family homes, the debt service is $410.

Ms. Johnson: Okay. I work in real estate.

Mr. Flint: They combine it into one line item on your tax bill, but there are actually two different assessments; the debt, which doesn't change from year to year, which is $410 and the balance is the O&M assessment, which is what the Board is talking about right now. Its paid off in 2031, or you could prepay it early. If you chose to do that, the $410 will drop off.

Ms. Johnson: Okay. The other thing was this year you said that it was being raised because of a security issues. Is that the main reason?

Mr. Flint: That was the primary reason.

Ms. Johnson: Do you know why it was raised last year from $50?

Mr. Flint: It wasn't raised last year.

Ms. Johnson: Yes it was. I've lived here for 10 years. The last four years it remained the same. Then in 2013 and 2014, it was raised to $50 and for the next five years, it remained the same. In 2018 and 2019, it was raised by $50 and now you want to do it again.

Mr. Flint: It's been the same. In 2018, it was $1,084 and in 2019 it was $1,084.

Ms. Johnson: Not on my tax bill. I looked through every tax bill for the last 10 years and it was raised last year.

Ms. Sandy: If you want to talk to us outside of the meeting, we can look at that with you.

Ms. Johnson: According to my tax bill, it was raised.

Mr. Flint: It was raised a couple of years ago, but it's been flat for at least two years.

Ms. Johnson: Are we talking about anything else other than what we talked about so far?

Mr. Flint: It's a public hearing on the budget so if you have any questions on the budget, you can ask them.

Ms. Johnson: It's not about the budget.

Mr. Szewczyk: If it's not about the budget, then you can speak during general comments at the end of the meeting.

Ms. Johnson: Does *Personnel Services (Management Contract)* include all of the people that work here?

Mr. Flint: That's the Vesta contract.

Ms. Johnson: What is our Reserve right now?

Mr. Flint: We have an Operating Reserve in the General Fund of approximately three months.

Ms. Johnson: What is Carry Forward Surplus?

Mr. Flint: Every year we transfer money out to a Capital Reserve Fund, which you will find on Page 9. Next year we are projecting to have $454,000 in the Reserve Fund.

Ms. Johnson: Under Carry Forward Surplus, the projected for 9/30 was $396,257 and for 2020, it was $324,810. Why did it decrease? Did we spend $71,000?

Mr. Flint: For the revenue in the Capital Reserve Fund, we transferred $105,000 from the current year and had Interest Earnings of $7,449. We started the year with $396,000. So that total is $508,000. Then we are projecting this year to spend $184,000, which includes the lake bank restoration. The lake bank work hasn't been done yet, but we are projecting about $184,000 in expenses, which leaves us at the end of the current year with $324,000, which carries forward to next year.

Ms. Johnson: My only other question is about the bond that we took out for 1999. Can you ever re-negotiate because its 6.95%, which is really high. Is there any way you can re-negotiate or do you have to stay with the original one for 30 years?

Mr. Flint: No, it can be refinanced. We had an Underwriter look at it. The issue that we have, unfortunately, is that we had a default on the townhome projects. The townhome section was actually foreclosed on and the debt was wiped out so there's a default history with the current bond, which you can overcome after a while. However, the undeveloped commercial at the front of the development is actually creating an issue with the refinancing because of the percentage it represents of our annual revenue. So, we had an Underwriter look at it a couple of different times. The last time they looked at it, they didn't believe that the savings were significant enough to go through the refinancing. I can tell you that rates are very favorable right now and it wouldn't hurt for us to have them look at it again because those savings could be more significant than they were based on the lower interest rates. The commercial still poses an issue because there are significant unpaid taxes on those lots. Then you have the default history. Those all combined caused an issue in the past when we looked at it, but of course we can look at it again.

Ms. Johnson: Thank you very much.

Mr. Flint: Are there any other public comments on the budget? Hearing none, we will bring it back to the Board. Is there any other discussion? If not we need a motion to adopt Resolution 2019-04.

Ms. Sandy: Just to clarify, we will have to fill in the blanks in Section 2 of the resolution with the amounts that are in the budget that was included in your agenda package.

Mr. Flint: We leave it blank in case you make any changes.

Ms. Sandy: In general, that resolution adopts the budget as shown, appropriates those funds to the various funds that we show throughout the budget and discusses how the budget can be amended throughout the year.

> On MOTION by Mr. Sabol seconded by Ms. Stephens with all in favor Resolution 2019-04 Adopting the Fiscal Year 2020 Budget and Relating to the Annual Appropriations, was approved.

> On MOTION by Mr. Szewczyk seconded by Ms. Stephens with all in favor the Public Hearing on the adoption of the Fiscal Year 2020 budget was closed.

ii. Consideration of Resolution 2019-05 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Sandy: We need a motion to open the public hearing to adopt the Fiscal Year 2020 budget.

> On MOTION by Mr. Szewczyk seconded by Ms. Stephens with all in favor the public hearing on the imposition of special assessments was opened.

Mr. Flint: As Sarah indicated, this resolution imposes the assessments associated with the budget you just adopted. There are two exhibits; Exhibit A is the budget that you just approved and Exhibit B is the Assessment Roll, which lists all properties within the District and the assessment associated with one of those. If there is any discussion from the Board, we can have that now. If not, I can open the floor to any public comment on the assessment resolution. Hearing no Board discussion, are there any public comments on the assessment resolution? Hearing none, we will bring it back to the Board for consideration of the resolution.

Ms. Sandy: This resolution levies the O&M assessments that will fund the budget that you just adopted. It also provides for the methods of collection of those assessments as well as certifies for collection the next year's installment of debt assessment. As you can see, primarily those assessments are collected on the tax roll. Some is directly collected.

Mr. Flint: Like Imagine Schools.

Ms. Sandy: Yes, the charter school. Those are the main items that are provided for in this resolution.

Ms. Koontz: The numbers that you are talking about on Page 2 are for the commercial lot, family and single-family?

Mr. Flint: Correct.

Ms. Sandy: Those are for the O&M assessment and how much they will be increasing. As George said, the debt assessment will be certified for collection.

Mr. Flint: The debt assessments are in here as well. I have the assessment roll, which is also an attachment.

> On MOTION by Mr. Szewczyk seconded by Ms. Stephens with all in favor Resolution 2019-05 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

Mr. Flint: We need a motion to close the public hearing.

> On MOTION by Mr. Szewczyk seconded by Ms. Stephens with all in favor the public hearing on the imposition of special assessments was closed.

C. Consideration of Agreement with PSA Horticultural for Landscape Inspection Services

Mr. Flint: There was an increase per inspection. There are six inspections per year. It increased by $20 per inspection from $550 to $570, resulting in an annual cost of $3,420.

Ms. Sandy: If the Board wishes, we can draft a contract for this. In the past, we relied on the proposal. There is some information that we would need to remove. I think they provide some proposals to help with an RFP for landscaping, which we don't need. I've already provided comments to George's office so we can provide those to PSA. I hope to get those incorporated and use this general proposal as the contract.

Ms. Koontz: I would like to go on record that this is a waste of money.

Mr. Flint: Is there any other Board discussion?

Mr. Szewczyk: I've always been the one to ask what are we paying them for because I think we just received a report from them. The previous one was the first time that I've seen

them fail an inspection since the second one they ever did. However, someone in the audience brought up a good point, which is if we don't have them doing the inspection, keeping the landscaper in line as far as the quality of their work, then who is going to oversee them? That's just a general question. Do we need somebody to make sure that Bloomings is doing their job?

Mr. Sabol: Was it $3,000 or $3,100?

Mr. Flint: It is $3,420.

Mr. Sabol: Lots of times, Vesta goes ground and Brad goes around and looks at things in case we don't need them. It's not compulsory.

Mr. Flint: I asked Vesta if they would provide the services and I believe you declined. Typically, when we provide that type of service, it's not our base management contract. We have a field services portion of our contract to manage the lake and landscape maintenance. It's going to be well in excess of what Tom Pachano is doing here. So, I don't know within your current budget, if you can accommodate that. I'll have a good alternative for you as far as us providing it, unless we provide a proposal, but it's going to be expensive, like $3,040.

Mr. Sabol: Is there no other organization that you know of that would do the same job?

Mr. Flint: Not at this price. I work with another company called, *"Sunscape Consulting"* and it's a lot more than this.

Ms. Stephens: We have this contract. Do we think that Bloomings is still not doing a good job? We are looking at what PSA is saying, but we are walking around saying, "This still doesn't look good." So, are they worth their money? I know it's probably not coming out right, but are they holding them accountable?

Mr. Szewczyk: Two inspections ago, they failed the inspection so we withheld their money until things were rectified to PSA's satisfaction.

Mr. Flint: Right. They did another inspection last week, but we haven't received that report yet.

Mr. Szewczyk: That's not the one we just received with a score of 30?

Ms. Sandy: One came out this week.

Mr. Flint: That was for last week. It was the inspection before that, that they missed.

Ms. Sandy: Do we have a delegated Board member that works with either Bloomings or PSA as the landscaper?

Mr. Sabol: I don't think we do.

Mr. Szewczyk: We used to have a liaison between the landscaper and the Board. At times, it wasn't even a Board Member. It was a resident. I don't know if that's a route we want to go in.

Mr. Sabol: I think we need some type of inspection because Bloomings has worked here for quite some time, but I have seen things that they have not done, which they should have done.

Ms. Stephens: I hate to cut you off, but he's right. I think Bloomings has gotten too comfortable because they handle the landscaping for the CDD and the HOA.

Mr. Szewczyk: For the single-family.

Ms. Stephens: Yes, single family. I think at this point, they are just too comfortable with what they are doing.

Mr. Sabol: I would like to see an inspector come in with shark teeth and say, "Hey, you are not doing this and you're not doing that."

Ms. Stephens: What bothers me is with the single-family, they park their equipment on the grass and its burning the grass. I don't know. It's a lot of money.

Ms. Sandy: In terms of options, you either can revisit your landscape contract, but in terms of monitoring, as George was saying, you can continue with a contract like this, which is certainly a much lower rate or engage a firm that is going to be a much higher rate, but more involved. The only third option I am seeing is where a Board Member gets more involved as a liaison. I can't think of any other options.

Mr. Flint: I think that's the option. Ideally, your Amenity Manager would be able to do that because they are onsite, but I think there should be a scope change and a cost to that. They indicated that they weren't comfortable providing it. We can provide a proposal for field management services and as Sarah indicated, I think you tried to move away from the model of Board Members being involved as liaisons to different areas, but that is how some Districts choose to operate. You have one Board Member over one item and one Board Member over another item. I think you tried to migrate away from that to a certain extent and allow staff to manage it, but this contract is not one that can easily be managed from a distance.

Mr. Sabol: I don't think any Board Member should be compelled to do their job. Did you want to volunteer?

Ms. Stephens: I have no problem volunteering if I know when they are coming, but I'm picky. I want things cleaned and picked up.

Mr. Sabol: Yes, but Bloomings is in here every other day. Do you want to follow them around every other day?

Ms. Stephens: No.

Mr. Sabol: No.

Mr. Flint: You wouldn't do it every day. You would set up periodic meetings with them to do a drive through and punch list. You would follow up on your next drive through to make sure they did what you pointed out the last time. So, it wouldn't be a daily thing.

Mr. Szewczyk: Wouldn't that affect our current contract with Bloomings?

Mr. Flint: Yes, in a way. I don't think we would follow the scoring system portion of their contract. It would eliminate your ability to penalize them financially if they didn't receive a certain score. This is the only District that I have that has that arrangement. Most of them either perform or not perform. If you are not performing than you make a change. They all have 30 days out provisions. You can penalize them financially and see if they improve. If they don't, you can terminate them and move on.

Mr. Szewczyk: We went that route multiple times over the last few years and putting things out for bid or just starting that process of whatever their number is. We are looking for something larger.

Mr. Flint: I think we received a good deal with the current contractor every time we bid it out. We have been in danger of costing ourselves more. It's really a choice of whether you are comfortable with Bloomings. Do we believe we can work with them or bid it out with the potential of possibly increasing it? It might give them an opportunity for them to readjust their contract also.

Mr. Sabol: We have an option of bidding it out if we would like to.

Mr. Szewczyk: The question here is the PSA contract. Can we do without it and what are we going to do if we don't have them?

Ms. Stephens: I think we should keep them because at least they are helping Bloomings and Bloomings knows that PSA is watching what they are doing.

Mr. Szewczyk: That they are being held accountable.

Mr. Sabol: Can you give PSA a little tap on the back and say, *"Be a little more stringent?"*

Mr. Flint: Yes. I've talked with Tom a couple of times and I think he understands where we are coming from and what the concerns are, but it's the Board's call. I don't know if the termination provision is in here.

Ms. Sandy: We included a 30-day termination.

Mr. Flint: You can always approve it and then three months from now, terminate it. You are not locked into this for a year just because you voted for it today.

Mr. Szewczyk: What happens if we don't do anything today?

Mr. Flint: We could either continue under the existing terms or terminate the service. Whatever you all want to do?

Mr. Szewczyk: Well, if we have a viable option, that's fine, but if we don't, then the only viable option I think, based on everyone else saying that its cost prohibitive for them to do it, is for one of us to take over as the point person and keep Bloomings. Is anyone willing to do that?

Ms. Stephens: I don't know.

Mr. Szewczyk: Either someone is willing to do it and we accept and sign the contract. If we get to the point where it's not working out, we get rid of them.

Mr. Sabol: I think it's too much to ask one person to follow them around. I think we can just accept it and move on.

Ms. Stephens: I think we should accept it.

Mr. Sabol: Unless someone else wants to follow them around.

Ms. Koontz: Are you looking at me? I don't think that we need to monitor Bloomings at a cost of $3,420. I just think it's a waste of money. We have 600 plus homes, which is 1,200 plus eyes. We know when they are doing a good job and when they are not. This most recent report that he submitted contained everything that Bloomings told him they did. They fertilized. They weeded. One of his comments was there's not enough flowers on Scarlett Avenue. That's not worth $3,420 if you ask me. I just think we are throwing money away. We can use this money for security. Do you want a liaison with Bloomings? I'll volunteer.

Ms. Stephens: When they say they fertilize; how do you know they are fertilizing? You don't actually know what they are doing. That's my thought. I have no problem volunteering.

First of all, I'm not an expert on landscaping. So, when they are here, are you going to be here and follow them and say, "What are we doing today?"

Mr. Szewczyk: No. I think it's just a matter of doing the general inspection and saying, "Does it look good or not?" If it's not, we say to Bloomings, "What are you going to do to fix it?"

Ms. Stephens: Okay, so now when you are coming up Plantation Boulevard before you come through the intersection, that always looks disgusting. It always looks like it needs to be cleaned out.

Mr. Szewczyk: On the other side of the sidewalk?

Ms. Stephens: Yes. If it were me, I'd say, "Excuse me, let's clean this up."

Ms. Koontz: Why do you say that? It's a lot cheaper than $3,410. Why don't we say, "Bloomings, pick this up?" We have the expectation that they will clean this up.

Mr. Sabol: Would you like to do that?

Mr. Flint: She said she would be the liaison.

Mr. Sabol: We have to come to a decision.

Ms. Sandy: As George pointed out, the only downside of going with a Board liaison versus the PSA contract, is that the point system is currently built into Bloomings contract where we can withhold payments if they don't meet that point system, which we wouldn't be able to do without a Board liaison. You still have to give a 30 day out.

Ms. Koontz: Why do we have to have a point system to withdraw money? If they aren't doing the job, we don't pay them. Why do we need the point system to justify that we are paying them because they didn't do the job?

Ms. Sandy: With the point system, it's a little more particular and you are able to pinpoint more of what they are not doing in terms of smaller items versus withholding the full monthly amounts. If you do that, you are going to have to find a number of items that you are going to breach the contracted for and terminate.

Mr. Flint: The reality of it is if it gets to the point where you feel like you have to withhold, then you are better off terminating.

Ms. Koontz: Let's do that.

Mr. Flint: It's up to the Board. If you have a Board Member who volunteered to be a liaison, you could terminate the existing agreement with PSA and we can go under that model. You can always switch back later if you wanted. I think you have flexibility to do that.

Ms. Sandy: I guess one additional item is if a liaison could work with PSA, that would be an option. I haven't spoken specifically with PSA on that.

Mr. Flint: I think the concern is the cost.

Ms. Chichelli: I think we have to risk re-doing the contract with Bloomings, right? They could increase it.

Ms. Sandy: I would have to specifically look at that. We have a specific section that deals with PSA doing inspections and the point system so we would have to look at it and see if we can continue under the current contract without re-doing the contract.

Ms. Chichelli: Without increasing it.

Ms. Sandy: Correct.

Mr. Szewczyk: It sounds like you better find out what happens to the contract before we let PSA go.

Ms. Sandy: Yes. I can look at that. I wouldn't think that Bloomings is going to complain about not having an inspection or their payment being withheld based on a point system. The primary purpose of having that in there is to let them know that they won't be paid until this inspection comes out, so if the Board is willing to waive that section, I wouldn't think that they would have a problem with that.

Mr. Flint: I'm sure they are fine with that. I wouldn't defer action on that issue. If you're ready to make a decision, I would do it.

Ms. Koontz: Is the point system included in Bloomings contract?

Mr. Flint: Yes.

Mr. Szewczyk: Yes. That's what they are saying. Most likely that provision is going to be dropped and they are not going to complain about it.

Ms. Koontz: I see.

Ms. Sandy: It primarily goes to when they get paid and how they get paid.

On MOTION by Mr. Sabol seconded by Ms. Koontz with Ms. Chichelli, Mr. Szewczyk, Ms. Koontz and Mr. Sabol in favor and Ms. Stephens dissenting, giving PSA Horticultural a 30-day notice of termination, was approved. (Motion Passed 4-1)

Mr. Flint: So the approach going forward is that Ms. Koontz would serve as liaison to the landscape contractor.

Ms. Koontz: Let's decide what we specifically expect. That's my concern.

Mr. Sabol: That opens a whole new can of worms.

Ms. Stephens: That's what I'm saying. Regardless of whether it's you, Joe, Pina, myself and Bud, what are you looking for? Is that like coming to Joe's house and saying, "You trim this bush good?" Do you know what I'm saying because this is the entire community?

Ms. Koontz: I'm looking to hold Bloomings accountable. We'll start there.

Mr. Flint: It's a matter of looking at the contract and seeing how many times a year they are supposed to mow. How many times are they supposed to fertilize? How many times are they supposed to do pest control? How many times they are supposed to install annuals? How many times they are supposed to trim the trees? Then when they do all of those things, are they doing it adequately? I would think periodic meetings once every week or every two weeks is adequate. We do a drive through every week of the entire community to address any issues such as weeds or wilting annuals. I noticed that coming in. Things like that could be pointed out.

Ms. Koontz: Okay.

D. Consideration of Agreement with DART Pool Solutions for Pool and Spa Cleaning Services

This item will be added to the next agenda.

E. Acceptance of Audit Committee Recommendation and Selection of #1 Ranked Firm to Provide Auditing Services for Fiscal Year 2019

Mr. Flint: The Board met as an Audit Committee prior to this meeting and ranked Berger, Toombs, Elam, Gaines & Frank as the number one ranked auditing firm. We need a motion to accept the Audit Committee's recommendation.

On MOTION by Mr. Szewczyk seconded by Ms. Stephens with all in favor approving the ranking of Berger, Toombs, Elam, Gaines & Frank as the number one ranked firm for auditing services, was approved.

F. Approval of Fiscal Year 2020 Meeting Schedule

Mr. Flint: The Board each year is required to approve an annual meeting schedule. We prepared a notice that follows your existing meeting schedule. You can choose to approve it or change the dates, times, locations and frequency.

Ms. Stephens: I called George to ask if we really need to meet 12 times each year. Can we cut that down to eight? We didn't meet in July and everything was fine. We also didn't meet in December. If God forbid there was something that needed to be addressed, we can have an emergency meeting.

Mr. Szewczyk: It's a matter of posting. We can always not meet on those dates. Right?

Ms. Sandy: Correct.

Mr. Szewczyk: We must have public notice that these are the scheduled dates.

Ms. Sandy: Correct. If you don't have it that month, then you would have to do a meeting notice seven days out if you did want to meet that month. A lot of Districts meet every other month, but there are a few additional ones during the budget season.

Ms. Stephens: I just don't think we need to meet 12 times every year. That's just my opinion. I just think its overkill. I'm just saying that maybe we can eliminate two months that George thinks it would be okay and if God forbid something came up, then we would send out a notice. It's a cost savings with the lawyer and District Engineer, whoever that may be. So, you will be saving money.

Ms. Sandy: We already have the July and December meetings on the schedule. We currently have 12 meetings on there.

Mr. Flint: We have historically put them on here and then cancelled them, but you had the option. It's up to the Board if you want to try to reduce it or keep it the same. You technically have 12 meetings. I have some Districts that meet four times a year and some that meet 24 times a year. I think in this District, having 10 meetings worked. Again, if you do something less than 10 and we have to meet, it's a seven-day notice. It's not a big deal.

Mr. Sabol: If we omit too many meetings, we will omit two-and-a-half hours.

Mr. Szewczyk: I'm okay with keeping the schedule as is.

Mr. Sabol: I am also.

Ms. Koontz: I am too. I think it's a matter of making ourselves available to the residents.

Ms. Stephens: What do they do in July and December?

Mr. Sabol: Take those two out and we will have 10 meetings.

Ms. Stephens: That's what we have now anyway. What I'm saying is that I just don't think we need to have 10 meetings. That's just my opinion. I'm not going to argue with you. It's just my opinion. Four people say yes and I say no.

Mr. Flint: Then we need a motion regarding the meeting schedule. Are you approving it as presented or do you want me to take December and July off of the schedule?

Ms. Koontz: Keep it the way it is.

> On MOTION by Ms. Koontz seconded by Ms. Chichelli with Mr. Szewczyk, Mr. Sabol, Ms. Chichelli and Ms. Koontz in favor and Ms. Stephens dissenting, approving the Fiscal Year 2020 meeting schedule as presented, was approved. (Motion Passed 4-1)

SIXTH ORDER OF BUSINESS **Business Administration**

A. Approval of Minutes of June 10, 2019 Meeting

Mr. Flint: Did any other Board Members have any comments or corrections to the minutes?

Mr. Szewczyk: I didn't have any comments.

Mr. Sabol: I had none.

Ms. Stephens: I didn't have any.

Mr. Flint: Are there any comments or corrections?

Ms. Chichelli: I gave you one.

Mr. Flint: I have one change from Ms. Chichelli on Page 25 to clarify a statement that she made. Are there any other comments? If not, we need a motion to approve the minutes as amended.

> On MOTION by Ms. Stephens seconded by Mr. Szewczyk with all in favor the minutes of the June 19, 2019 meeting were approved, as amended.

B. Approval of Check Registers

Mr. Flint: We provided you with the unaudited financial statements from June 1 to June 30, 2019 and from July 1 to July 31, 2019. Are there any questions on the Summary of Invoices?

Mr. Sabol: No.

Mr. Szewczyk: I had a question. Was the Earth Balance invoice for $13,000 for preserve maintenance?

Mr. Flint: Yes. It was for the preserve maintenance that you approved.

Mr. Szewczyk: It looks like one of the water bills for the current month was $140,129 versus $498,000 from the prior month. I bet it was for the fountains.

Mr. Trates: It was for the exit fountain where a leak was detected and repaired.

Mr. Szewczyk: That's all I had.

Mr. Flint: Are there any other questions?

Mr. Sabol: No.

> On MOTION by Ms. Stephens seconded by Mr. Szewczyk with all in favor the June and July Check Registers were approved.

C. Balance Sheet and Income Statement

Mr. Flint: You also have the combined Balance Sheet and Statements of Revenue and Expenditures through July 31, 2019. No action is required by the Board, but if you have any questions we can discuss those. We are still about $10,000 under our on-roll assessment collections. Likely, that's probably the result of the commercial properties out front. Historically, we have come in close to 100% so I don't believe that will be any different this year, but we are slightly under collected.

SEVENTH ORDER OF BUSINESS General Audience Comments

Mr. Flint: Are there any members of the public that would like to provide comments to the Board? If so, please state your name and address and try to keep your comments to three minutes.

James Carr, 2225 Boxwood Street: I was a little surprised about the vote on Bloomings. I've been here for nine years. I went four or five years with doing a lot of my own lawn work and discovered that Bloomings was supposed to do some of it. I got a hold of them and was told that

I had requested they not do it. More recently, I just returned from up north and my lawn was dug up. My next door neighbor mentioned to me that she saw Bloomings scalping my lawn. I haven't been that happy on a total basis with Bloomings. You told me that using PSA would provide some leverage. I'm not sure how this is going to work. By the way, I turned in a request to Bloomings to fix what was done. My past experience doesn't make me very optimistic. We have a problem if we can't get something done so who do I go to? Do I go to Rena?

Mr. Flint: Are you talking about the lawn around your house?

Mr. Carr: Yes.

Mr. Flint: The HOA handles that. Bloomings contracts with the CDD for common area maintenance. We don't have anything to do with individual homes and the maintenance around your home. That is the HOA. They have a contract with Bloomings for that as well. It has nothing to do with your house. It's the common area along Plantation Boulevard, around the ponds and around the clubhouse.

Mr. Carr: Thank you.

Hulon Moore, 1921 Scarlett Avenue: Good evening everybody. I heard Bloomings mentioned tonight a number of times. I live in the carriage homes. My issue has to do with Bloomings. This has been going on for several years now and over time, I noticed that Bloomings was not cutting. At the carriage homes, basically along my area of Scarlett Avenue, our property lines only go so far. It does not go to the preserve area. That area varies of course depending on the line of demarcation and how it varies for the preserves. So Bloomings over the years has failed to cut up to the line of the preserve and over three or four years, the preserve has continued to creep into that particular area. I have some pictures. It is to the point where now in some spots, the preserve has overgrown to 4 to 5 feet into what is not necessarily my yard, but it is CDD property. The northwest corner of my home to the preserve is 30 feet now. My concern is more than just a quality issue. It has to do with safety. I was coming back home in March or April of this year, driving along E. Price Boulevard and I noticed smoke coming from the backyard of a home. So, I went to see where the smoke was coming from and sure enough it was coming from the backyard of a home that had heavy vegetation. It just about consumed the entire yard up to and including a car that was parked in the circular driveway in the backyard. So, my concern is during the dry season, certainly not now, it's a hazard. It's a hazard not only to my home, but certainly to other homes in that particular area. After watching the CDD mowers buzz

by week after week, I finally had enough and sent an email, including pictures to the CDD office with a copy to Rena to advise her on what was going on. I heard nothing. Then I sent another email after the CDD mowers buzzed through once again. This time I noticed that the person operating the mower was on his cell phone. He just went through. So, I went out and took more pictures and sent another email to the same recipients. I still didn't hear anything. The day before yesterday, they came through once again at the same speed and left the same result. Except that rather than at least completing the part that the CDD is responsible for, they stopped halfway. Rena did say that there was a thunderstorm that afternoon and they may have just stopped for the safety of the operation. However, this past Monday, they did the same thing. They stopped halfway to the point of where they should be mowing. I mentioned to Nathan that last Friday morning, I noticed when I went to the front room to open the blinds, a green golf cart had driven down the sidewalk and stopped at the alleyway that goes to the backyard. I don't know if that was a PSA guy or not. I kind of have a suspicion it may have been. He stopped just past my home and looked down through there. You can't see anything from there and then they continued on. So, I went ahead and sent that third email with additional photos and I received a response from Nathan. I did call him and he and I had a conversation about it. Thank you very much, Nathan. You listened diligently and I appreciate that. Rena contacted me and I really appreciate that too. I've been here since 2006 and I've seen landscapers come and go, but Bloomings over time has gotten way too comfortable here. The other thing is that there's no recourse, apparently. The other night, I asked Nathan what we can do about it and he sent emails to Bloomings. I don't really think that's going to do much good. If we have no recourse and we can't command a certain level of service from our service providers, then we need to keep looking. I'm not asking the CDD to do anything about the preserves. I understand you really can't. I wish you could. It's been cleaned out before, but without banding tightly up against it, it's just going to continue growing. Even in the three emails I sent, I invited somebody from Bloomings and/or the CDD to come by to show what I'm talking about. I'm hoping to be able to get that done soon. That's my story and again, the main thing is that it's an aesthetics issue, but it's also a safety issue at this point. Thank you very much. I would like to leave the three emails with the photographs.

Ms. Stephens: Did you email all of the Board Members because I don't recall receiving an email from him?

Mr. Flint: No. He emailed me and Nathan. It sounds like Rena has her first job.

Ms. Koontz: In my new capacity as liaison, I will meet with Mr. Moore tomorrow because I know that the Bloomings Supervisor is back.

Mr. Flint: He was on vacation for a week and a half. We will go over and see Mr. Moore.

Mr. Moore: Thank you very much. I just don't know what recourse we have. Apparently, there are other issues around the community.

Mr. Sabol: Our problem is the last time it was put out for bids, Bloomings was much more reasonable than the other. That's why Bloomings was chosen. I will admit that Bloomings sometimes miss things.

Mr. Flint: Any contract has to be managed. Even the best landscape contractors need to be managed. So, we can work on trying to approve that.

Mr. Moore: Could I submit these for the record?

Mr. Flint: Yes.

Cathy Bowman, 1935 Scarlett Avenue: I'm here for the same reason that gentleman is. I live two houses from the carriage homes. The house next to me, 1937 is at the end of the big CDD common area and they come and clean. Anytime I have seen a golf cart come down, they fly down the back and don't stop to look at anything. My concern is the same as this gentleman's. It looks awful, but I can deal with that. There are so many dead palms and dead gravel that it's a safety issue. Vivian sent emails back in February, but unfortunately it was a bad time. She had personal problems with her family and did respond to me that she would have someone look into it. I never heard anything after that. My concern is lightning is going to hit and our homes are so close to that part of the preserve, the way it curves around. It should be cleaned out. I purchased the home on October 17 and moved into the home in December. It looked beautiful. I don't know if it had just been cleaned, but it's not even two years now and the weeds are very high. Like he said, its 4 to 5 feet from the preserve into our property lines. There is so much dead stuff and so much weeds that the weeds are just choking off the pond. So, all of these ponds are dry and dead back there. Like this gentleman, I want to get it under control. When I first moved in, I didn't know if the HOA's lawn service or the CDDs. They used to come in with a mower with a long attachment, which would go along and take everything out, all the way up to the tree line. Like I said, it has been almost two years now and it's not under control. I just hope there's not a fire. Thanks for listening.

Mr. Sabol: Thank you.

Mr. Flint: Are there any other audience comments?

Cathy Anderson, 1850 Scarlett Avenue: I sell real estate so I know about the communities. Cypress Falls uses a fob. They get charged $50 for every fob. Every family receives two fobs. Any additional fobs could be bought for $50. When the person sells their home, they must leave the two fobs. If there's a problem, they have to replace that fob for another $50. To get into the pool area, you hit the reader with fob and go through. It's a little bit different. They also use it for the bathrooms to make sure that the bathrooms are secure. You use the fob to get in and get out, you push the exit button and it pushes the door open. I know the Board is talking about access cards, but cards get lost versus the fob, which stays on a key chain and goes nowhere. When they have guests, the guest receives a bracelet so when they go to the pool, staff signs them in and if they have a bracelet on, they automatically know that they are a guest.

Mr. Flint: Is there any other public comment? Hearing none,

EIGHTH ORDER OF BUSINESS Staff Reports

A. District Counsel

Mr. Flint: District Counsel do you have anything further.

Ms. Sandy: The only thing that I have to report as I mentioned earlier, is that we are rolling out revised Rules of Procedure based on some statutory changes that happened over five or so years since we last updated our Rules of Procedure. So, at the next meeting, we will bring forward those revised rules as well as the notices that need to be run in order to advertise the public hearing.

B. District Manager – Action Items

Mr. Flint: The first three action items are complete. Item 4 is regarding the oak trees. I know that there are concerns about the health of some of those, but the issue also came up about the trimming of the oak trees. I asked Tom when he was here last week during his inspection to look at the oak trees because there was a concern about whether we received what we thought we were going to get. They lifted the trees so I guess the question was did they do as much center pruning as we were hoping they would do to open the canopy. His comment was he thought the center pruning was minimal. Joe Little, the site manager was out of town last week when Tom

was here, I asked Tom to get with Joe this week when he gets back into town to talk through it and then we will go from there. I made a partial payment and withheld 20% of the payment because they hired a subcontractor to do the work and they already paid the subcontractor. I didn't feel like it was fair to withhold the entire amount so we released 80% of the payment and are withholding 20%. We've had some limited success on trying to get a proposal for the solar light. Is there anything else that the Board would like to add to the action items?

Ms. Chichelli: What are we doing with the solar light?

Mr. Trates: If no contractor is making a bid, we can't do anything.

Mr. Flint: We asked several contractors and have not had much luck in getting a proposal. We can continue to investigate it. I don't know if we have any options for the Board right now.

Mr. Szewczyk: We still have one, right?

Mr. Trates: No.

Mr. Flint: There was one proposal, but the pole was too short. Have you asked Sargent Electric?

Mr. Trates: They don't do lights.

Mr. Flint: I will follow up on that.

C. Amenities Manager – Monthly Report

Mr. Trates: I don't have too much to add, but I know that there was another quote that I was going to present from Florida Tier One Security for 24 hours per week security. They wanted $23 per hour for 24 hours. The other quote was from Anthony of Relion Solutions for $17.50 per hour for 24 hours. As Bud mentioned earlier, I originally had a quote in here from Bradley Ray Concrete for the drainage issue at the tennis court, but at the last minute, they pulled out. That's all I have for the Board and would be happy to take any other questions.

Mr. Flint: What do we know about Florida Tier One Security? Do we have any background on them?

Mr. Trates: I checked references.

Mr. Flint: Were they are $23 an hour?

Mr. Trates: I believe that they quoted a higher amount, but the Board wanted to see if they would lower the price. He dropped the price down a little bit.

Mr. Szewczyk: What is price now?

Mr. Trates: $23 an hour.

Mr. Szewczyk: Is that the lower price?

Mr. Trates: Correct.

Mr. Flint: That's $28,700 a year.

Mr. Szewczyk: How long have they been in business?

Mr. Trates: I have to double check. I believe its family owned and operated. The person I was working with said they have been in business for over 25 years.

Mr. Szewczyk: Relion is just starting out.

Mr. Trates: Yes.

Mr. Szewczyk: But they are also $6 per hour cheaper. I don't know if we are ready to discuss this any further in general terms. We are looking for someone to monitor the facility 24 hours per week. Quite simply, for $17 versus $23, it doesn't take a lot to sit here watching, supposedly having the training to take care of it in a customer service type manner. It averaged out to just under two incidences per week.

Mr. Trates: Two to three generally.

Mr. Szewczyk: My gut tells me that it is probably the same people; two out of those three.

Mr. Trates: It's generally different people.

Mr. Szewczyk: But over the time, it might be the same people multiple times so once they realize someone is here, chances are that's going to be the end of it. What I think the scope of the job is, I would lean towards Relion and giving him a chance. We will just see how it goes. It will have a limited time and an out clause so we can get something started here.

Mr. Trates: I could always reach out to Anthony and see what the terms would be and if we can do a trial run since he said that you would be the one most likely doing the patrolling around here.

Mr. Szewczyk: I did pick up on that statement and I appreciated that he would be the one in charge. At least start him off.

Mr. Trates: That way, we can try it for three months to see if things get better.

Ms. Sandy: To your point, we would want to use the District's form of contract with a 30-day termination.

Mr. Trates: Of course.

Ms. Sandy: He says on the proposal that he is licensed and insured.

Mr. Flint: Yes, we need insurance. I think we will find out pretty quickly, if it's going to work or not. I'm a little uneasy about how small they are and how informal their operation was.

Ms. Sandy: They have limited experience.

Ms. Koontz: It's also the only company though that took enough interest in us to come here to the meeting and say, *"Here I am and what are your questions?"*

Mr. Trates: He was a little nervous standing up here.

Mr. Flint: You're right and everyone has to start somewhere.

Mr. Szewczyk: Using our typical District contract with a 30 day out clause, I'd be willing to give this guy a try.

Ms. Stephens: I would too.

Mr. Sabol: Me too.

Ms. Koontz: Yes.

Ms. Sandy: George discussed earlier, potentially delegating to the Chair or a Board Member to work with the security firm to set specific hours.

Mr. Sabol: Jason, would you be willing to do that?

Mr. Flint: He will probably work with the Chair if the Board's comfortable with that. It's just a matter of deciding which nights they are going to be patrolling. We don't want to talk about that at an open meeting.

> On MOTION by Mr. Szewczyk seconded by Ms. Koontz with all in favor entering into an agreement with Relion Solutions for 24 hours of nighttime security in the amount of $17 per hour and authorizing District Counsel to draft the standard contract delegating authority to the Chair to determine the actual days of the patrol was approved.

Mr. Trates: That's all I have.

NINTH ORDER OF BUSINESS **Other Business**

Mr. Flint: Is there any other business? Hearing none,

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 Ms. Stephens seconded by Ms. Chichelli with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

MINUTES OF MEETING
LAKESIDE PLANTATION
COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee meeting of the Board of Supervisors of the Lakeside Plantation Community Development District was held on Wednesday, August 21, 2019 at 6:00 p.m. at the Lakeside Plantation Clubhouse, 2200 Plantation Boulevard, North Port, Florida.

Present were:

Alan (Bud) Sabol
Camille Stephens
Joe Szewczyk
Pina Chichelli
Rena Koontz
George Flint
Sarah Sandy
Brent Burford
Nathan Trates
Heather Alexandre
Residents

FIRST ORDER OF BUSINESS **Roll Call**

Mr. Flint called the meeting to order at 6:00 p.m. A quorum was present. The Pledge of Allegiance was recited.

Mr. Flint: The CDD as a governmental entity is required to have an annual independent audit performed. The Statutes describe the process that you have to follow to select an independent auditor, which includes appointing an Audit Selection Committee. The Board chose to appoint themselves as the Audit Selection Committee. At the last meeting, you approved the form of the bid, selection criteria and the form of the notice that was advertised. We also mailed it to five or six firms that perform 90% of CDD audits in Florida and not just rely on the notice in the newspaper. As a result, we received two responses; one from Grau & Associates and the other from Berger, Toombs, Elam, Gaines & Frank.

SECOND ORDER OF BUSNESS **Public Comment Period**

There not being any, the next item as followed.

THIRD ORDER OF BUSINESS **Approval of Minutes of May 15, 2019 Meeting**

Mr. Flint: Did the Audit Selection Committee have any comments on those minutes?

Mr. Sabol: No.

Mr. Flint: Then we need a motion.

> On MOTION by Mr. Szewczyk seconded by Mr. Sabol with all in favor the minutes of the May 15, 2019 meeting were approved, as presented.

FOURTH ORDER OF BUSINESS **Tally of Audit Committee Members Rankings and Selection of an Auditor**

Mr. Flint: As I indicated, we received two responses. Typically, we receive anywhere from two to four responses. They all received a notice. Some choose to bid on some Districts and not others. Grau & Associates is your current auditor. You also received a proposal from Berger, Toombs, Elam, Gaines & Frank who also does a lot of CDD audit work. As I indicated, you approved selection criteria when you authorized us to advertise it. We included a scoring sheet in your agenda package. The selection criteria included the ability of the personnel, the proposer's experience, the understanding of the scope of work, the ability to provide their required services and price. Each one of those are evenly weighted at 20 points. I also included the pricing and the price category on the sheet for all five years. I think there may be a limit to three years in the District's rules.

Ms. Sandy: Currently there is a limit; however, one of the things that I was going to update the Board on, is we will be bringing updated Rules of Procedure this fall that will include a couple of different revisions based on changes made in the Florida Statutes. One of them would be to extend the period of time and the number of years that we can enter into an audit engagement letter with an auditor so we will be able to do the five years.

Mr. Flint: Okay. Pricing is 20% of the total. Berger, Toombs, Elam, Gaines & Frank price ranged from $3,185 in year one to $3,350 in year five. They hold their price level the first three years and in the last two years, they increase it to $3,350. Grau & Associates starts at $3,400 and they increase it by $100 per year and end at $3,800 in the fifth year.

Ms. Sandy: I just wanted to say that while you are looking at the audit selection criteria and the point allocation, we can do this a couple of different ways. Everybody can individually score and then we can have George look at everybody's scores or we can have an open discussion and the Board can come to a consensus for the points of each category. The important thing is that we consider each of the categories because they are evenly weighted. This is not just based on price.

Mr. Flint: If specific Board Members have filled out this scoring sheet or if all of you have, I can take them, tally them and come up with a summary ranking. As Sarah indicated, you can talk through the points and come up with a consensus ranking.

Ms. Koontz: Do you actually want us to fill these out?

Mr. Flint: There are two options. One is each of you fill them out and I can summarize them and tell you how it came out. The other one is you can talk through and come up with a consensus. Both of these firms are equally qualified in many categories. Again, you need to make that determination, but I think they can both do the work. We worked with both of these firms in other Districts and have no concerns about these companies.

Mr. Sabol: Grau & Associates for the five years is $18,000 and Berger, Toombs, Elam, Gaines & Frank was $16,252, which is more reasonable. However, Grau & Associates did 30 times more government audits.

Ms. Stephens: Don't they all have to have the same qualifications? They are all doing the same work.

Ms. Sandy: Correct.

Ms. Stephens: It boils down to dollars and cents. So, if they are all equally qualified, then I say we go with the lowest to save some money. I spoke to George and went through each of the proposals and it seems like they are all qualified.

Ms. Sandy: Based on the Request for Proposals (RFP) that the Board approved, they must have the required licensing in place in order to qualify.

Mr. Flint: It sounds like we may have differences in opinion about who is one and two. So, one way to resolve that is we just add up the scores and see how it ends up.

Ms. Koontz: Do you want 18 points or 16 points or 1, 2, 1, 2?

Mr. Flint: In each category you actually need to assign points.

Mr. Szewczyk: Up to 20.

Mr. Flint: You can assign all of them 20 points if you want to, except for price where they would be a distinction.

Mr. Flint: There are a couple of ways that you look at it when you add it up. One is you look at them as one and two. The other way you look at it is by the total points. For Berger, Toombs, Elam, Gaines & Frank, four Audit Selection Committee Members ranked them number one and one Audit Selection Committee Member ranked them number two. With Grau & Associates, four Audit Selection Committee Members ranked them number two and one ranked them number one. On a point basis, Grau & Associates ends up having more points than Berger, Toombs, Elam, Gaines & Frank. When you are scoring, if you give one a high number and one a low number, it can skew the total points. The way I look at it, four Audit Selection Committee Members ranked Berger, Toombs, Elam, Gaines & Frank number one and one ranked them number two. That seems to override the actual points.

Ms. Sandy: If you base it on an average, they still come out number one.

Mr. Flint: So if you add up the raw scores, Grau & Associates received 464 points and Berger, Toombs, Elam, Gaines & Frank received 450 points, but if you look at who scored first and second, its flipped. Probably the fact that four Audit Selection Committee Members ranked them number one, regardless of how the points add up, you need to make a decision on which way you want to go. The Audit Selection Committee needs to make a motion and a second to rank them.

Ms. Stephens: If four out of five Audit Selection Committee Members voted for Berger, Toombs, Elam, Gaines & Frank, I don't know who voted for what. I know how I voted.

Ms. Sandy: We can talk about it. I think the number of points allocated, need to match the one and two ranking. So, if we want to talk about the number of points allocated to each of the different categories, I guess it's hard…

Ms. Koontz: Aren't we just voting on one company or the other?

Ms. Sandy: Because of how we advertise it as RFP including evaluation criteria with a certain point allocation, we can't just necessarily just disregard the point allocation when evaluating the proposals.

Mr. Flint: But they each have their own point allocation so if you moved away from that and you just strictly went with these, you don't necessarily have to tally them up and come to a summary ranking that way. If one Board Member ranks one 100 points and the other 50 points,

it's going to skew the others that ranked 80, 90 or 190 points. Do you know what I mean? That difference in that 50 points can actually flip the entity that only one Board Member had ranked number one to being number one.

Ms. Stephens: How do the Board Members feel? Do you want to go with the four to one or the points? Let's make a decision.

Mr. Sabol: We should go with the points, rather than a four to one ranking.

Ms. Sandy: Yes.

Mr. Szewczyk: Here's my opinion. George, you stated plenty of times that there are a handful of companies that do this in the State. As you read through the proposals, they are both more than qualified, so I would go by the price. But I actually took a different approach. I wanted a new set of eyes on our numbers because every once in a while, it's good to have a different set of eyes on our financials to make sure everything is okay. Was it advertised by point allocation?

Ms. Sandy: Yes. What the Board has to do is rank them one and two with a certain point allocation for each of those that's reflective of the ranking. So, we have to come to a consensus as an Audit Selection Committee on what that ranking and point allocation would be. Just based on tallying, Grau & Associates is 14 points over Berger, Toombs, Elam, Gaines & Frank and I think that's a lot. For most categories, they are pretty close in point allocation for most of the members, whereas other members put them apart in the various categories. So, if anyone wants to, they can review their points or we can take a Board vote.

Mr. Flint: We have a 14 point disparity between one and two. Grau & Associates received 14 points more than Berger, Toombs, Elam, Gaines & Frank; although, four Audit Selection Committee Members ranked Berger, Toombs, Elam, Gaines & Frank number one.

Ms. Koontz: I don't think 14 points justifies spending an extra $1,745 to go with Grau & Associates. I am in favor of Berger, Toombs, Elam, Gaines & Frank over Grau & Associates.

Mr. Flint: So do we want to pass the ranking sheets back out and have the Board reconsider them?

Ms. Sandy: Yes.

Mr. Flint: That might be the way to do it.

Ms. Stephens: What are we reconsidering?

Mr. Flint: Your scoring.

Mr. Szewczyk: Our point allocation.

Mr. Flint: I'm not saying that you need to change who is one and who is two. You may want to change how you thought about them under each of the categories.

Ms. Sandy: I think you have to give it to the highest ranked qualified firm.

Mr. Flint: Alright. Taking all of the scores, the cumulative scoring ranked Grau & Associates number two with 390 points and Berger, Toombs, Elam, Gaines & Frank number one with 450 points. If the Audit Selection Committee is okay with that ranking, I would ask for a motion to approve the ranking and recommend the selection of Berger, Toombs, Elam, Gaines & Frank to the Board.

> On MOTION by Mr. Szewczyk seconded by Ms. Stephens with all in favor accepting the ranking of Berger, Toombs, Elam, Gaines & Frank as the number one ranked firm to provide auditing services was approved.

Mr. Szewczyk: You might want to just cleanup our directions the next time and make sure they match how we accept the numbers. Know ahead of time how exactly we are filling the scoring sheet out.

Mr. Flint: Okay.

Mr. Szewczyk: We rank them one or two or points.

FIFTH ORDER OF BUSINESS **Adjournment**

> On MOTION by Ms. Stephens seconded by Mr. Sabol with all in favor the Audit Committee Meeting was adjourned.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

SECTION B

Lakeside Plantation
Community Development District

Summary of Invoices

August 1, 2019 to August 31, 2019

Fund	Date	Check No.'s		Amount
General Fund	8/6/19	2062-2064	$	2,895.22
	8/7/19	2065-2068	$	24,084.81
	8/14/19	2069-2072	$	4,174.52
	8/21/19	2073-2076	$	794.10
	8/28/19	2077-2083	$	8,570.35
	8/30/19	2084-2085	$	973.00
			$	41,492.00
Capital Reserve Fund	8/2/19	94	$	1,841.00
	8/9/19	95	$	8,034.40
			$	9,875.40
Automatic Drafts	July 2019			
	Florida Power & Light	2200 Plantation Blvd - Clubhouse	$	1,162.01
		2200 Plantation Blvd - Fountain	$	549.38
		2200 Plantation Blvd - Tennis Courts/Pool	$	506.54
	North Port Utilities	2200 Plantation Blvd - Clubhouse	$	136.64
		2200 Plantation Blvd - Fountain	$	58.77
		2200 Plantation Blvd - Tennis Courts/Pool	$	149.29
	TECO Peoples Gas	2200 Plantation Blvd - Pool	$	12.13
	Frontier Communications	2200 Plantation Blvd - Clubhouse	$	369.06
			$	2,943.82
			$	**54,311.22**

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/06/19	00005	7/10/19	SPE46723	201907	330-53800-48102			*	234.75		
			SPRINKLER INSPEC ANNUAL								
							ALLIANCE FIRE & SAFETY			234.75	002062
8/06/19	00032	8/02/19	54883-15	201907	320-53800-43400			*	168.47		
			GARBAGE COLLECTION JUL19								
							NORTH PORT SOLID WASTE DISTRICT			168.47	002063
8/06/19	00281	7/24/19	340516	201907	330-53800-51000			*	2,492.00		
			REPLACE MOTOR/PUMP								
							SPIES POOL, LLC			2,492.00	002064
8/07/19	00010	8/01/19	2019-015	201908	320-53800-46400			*	7,655.00		
			LANDSCAPE MAINT AUG19								
							BLOOMINGS LANDSCAPE & TURF MGMT,INC			7,655.00	002065
8/07/19	00260	7/26/19	W0-00014	201907	330-53800-51000			*	95.00		
			INSPECT POOL PUMP								
		8/01/19	88958	201908	330-53800-51100			*	810.00		
			POOL CLEANING AUG19								
							DART POOL SOLUTIONS, INC			905.00	002066
8/07/19	00272	8/01/19	PI-A0028	201908	320-53800-46000			*	966.00		
			LAKE MAINT AUG19								
							SOLITUDE LAKE MANAGEMENT LLC			966.00	002067
8/07/19	00257	8/01/19	358885	201908	330-53800-12000			*	14,558.81		
			AMENITY CENTER MGMT-AUG19								
							VESTA PROPERTY SERVICES, INC.			14,558.81	002068
8/14/19	00014	7/12/19	527293	201907	330-53800-48101			*	44.49		
			WATER COOLER JUL19								
		7/29/19	528662	201907	330-53800-48101			*	44.49		
			WATER COOLER JUL19								
							CULLIGAN WATER			88.98	002069
8/14/19	00001	8/01/19	86	201908	310-51300-34000			*	3,094.33		
			MANAGEMENT FEE AUG19								
		8/01/19	86	201908	310-51300-35200			*	83.33		
			INFO TECH AUG19								
		8/01/19	86	201908	310-51300-31300			*	83.33		
			DISSEMINATION AUG19								
		8/01/19	86	201908	310-51300-51000			*	.42		
			OFFICE SUPPLIES								
		8/01/19	86	201908	310-51300-42000			*	23.73		
			POSTAGE								
							GOVERNMENTAL MANAGEMENT SERVICES			3,285.14	002070

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
8/14/19	00041	8/07/19	207274	201908 330-53800-48400		*	147.00		
				ALARM MONIT AUG19-OCT18					
					SECURITY ALARM CORP.			147.00	002071
8/14/19	00106	7/26/19	3697221	201908 310-51300-48000		*	653.40		
				NOT OF PUB HEAR 8/21/19					
					THE SUN			653.40	002072
8/21/19	00072	8/02/19	35571091	201908 330-53800-48100		*	358.00		
				MUSIC LICENSE FEE-2019					
					BMI			358.00	002073
8/21/19	00104	8/16/19	90916	201908 330-53800-48102		*	145.00		
				QTRLY EQUIP MAINT AUG19					
					FITNESS LOGIC			145.00	002074
8/21/19	00193	8/16/19	46	201908 310-51300-31100		*	125.00		
				TENNIS DRAINAGE/OPTIONS					
					JOHNSON ENGINEERING, INC.			125.00	002075
8/21/19	00041	8/09/19	207591	201908 330-53800-48400		*	166.10		
				SERVICE COMM/RPLC GLASS					
					SECURITY ALARM CORP.			166.10	002076
8/28/19	00200	8/21/19	AS082119	201908 310-51300-11000		*	200.00		
				SUPV FEE 8/21/19					
					ALAN SABOL			200.00	002077
8/28/19	00055	8/21/19	CS082119	201908 310-51300-11000		*	200.00		
				SUPV FEE 8/21/19					
					CAMILLE STEPHENS			200.00	002078
8/28/19	00066	7/19/19	108748	201904 310-51300-31500		*	6,619.72		
				PIPE/PLAYGROUND/LICENSE					
		8/20/19	109280	201907 310-51300-31500		*	820.50		
				BUDGET/RECORDS/DISTRICT					
					HOPPING GREEN & SAMS			7,440.22	002079
8/28/19	00056	8/21/19	JS082119	201908 310-51300-11000		*	200.00		
				SUPV FEE 8/21/19					
					JOE SZEWCZYK			200.00	002080
8/28/19	00282	8/21/19	MC082119	201908 310-51300-11000		*	200.00		
				SUPV FEE 8/21/19					
					MARIA J CHICHELLI			200.00	002081

*** CHECK DATES 08/01/2019 - 08/31/2019 *** LAKESIDE PLANTATION - GENERAL
BANK A LAKESIDE PLANTATION

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	#
8/28/19	00290	8/21/19	RK082119	201908	310-51300-11000				*	200.00		
			SUPV FEE 8/21/19									
								RENA A KOONTZ			200.00	002082
8/28/19	00106	7/31/19	3698499	201908	310-51300-48000				*	130.13		
			NOT OF PUB HEAR 8/21/19									
								THE SUN			130.13	002083
8/30/19	00005	7/26/19	SPE47256	201907	330-53800-48102				*	793.00		
			RPLC POTABLE BACKFLOW									
								ALLIANCE FIRE & SAFETY			793.00	002084
8/30/19	00010	8/22/19	2019-015	201908	320-53800-46500				*	180.00		
			INSTALL PLANTS/MULCH									
								BLOOMINGS LANDSCAPE & TURF MGMT,INC			180.00	002085

TOTAL FOR BANK A 41,492.00

TOTAL FOR REGISTER 41,492.00

*** CHECK DATES 08/01/2019 - 08/31/2019 *** LAKESIDE PLANTATION - CAP RES
BANK C CHECKING ACTIVITIES

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/02/19	00037	7/24/19	13518H	201907	600-53800-61000				*	1,841.00		
			3R TRANSFORMER-DEPOSIT									
								SERGEANT'S ELECTRIC			1,841.00	000094
8/09/19	00027	6/29/19	2019-011	201906	600-53800-61000				*	8,034.40		
			RAISE CANOPIES DEPOSIT									
								BLOOMINGS LANDSCAPE & TURF MGMT,INC			8,034.40	000095
								TOTAL FOR BANK C		9,875.40		
								TOTAL FOR REGISTER		9,875.40		

Invoice

Alliance Fire & Safety

Date: 7/10/2019
Customer ID: 3941
Invoice No.: SPE46723
Reference: Work Order 61343 / Field Invoice

P.O. Box 637
Venice, FL 34284
(941) 485-5402 (941) 483-3321 (fax)

RECEIVED
JUL 30 2019
BY:_____

Bill to:

Lakeside Plantation CDD
9145 Narcoossee Road Suite A206
Orlando, FL 32827

Service at:

Lakeside Plantation Clubhouse
2200 Plantation Blvd
North Port, FL 34286

P.O. Number:

Terms: **DUE UPON RECEIPT**

Description:

Work Order 61343 Sprinkler Fire Inspecti

5
1-39 sprinkler inspection annual

Item	Description	Quantity	Unit Price	Amount
Flat Rate				
INS-2 Sprinkler Inspection Annual		1.00	$225.0000	$225.00
INS-AHJRQ1 Required 3rd Party Fees & Processing		1.00	$9.7500	$9.75
	**Inspection(s) complete, control valves Open, FACP Normal, and please see report for any comments.*			
		Flat Rate Subtotal:		**$234.75**

Additional Notes:

Subtotal:	$234.75
Sales Tax:	$0.00
Payments:	$0.00
Total Due:	**$234.75**

VISA MasterCard

Thank You For Your Business

INVOICES ARE SUBJECT TO A FINANCE CHARGE OF 1.5%/MO (18% / ANNUM) FOR BALANCES DUE BEYOND OUR NORMAL TERMS

CUST 3941 WO 61343 AHJ NPFD

Form for Inspection, Testing and Maintenance of Wet Pipe Fire Sprinkler Systems

Wet

NFSA

This form covers the minimum requirements of NFPA 25-2011 for wet pipe fire sprinkler systems connected to water supplies without tanks or fire pumps. Separate forms are available for dry pipe, pre-action, deluge, combined dry pipe-pre-action, anti-freeze, chemical, water mist, water spray fixed systems, fire pumps, tanks, water heaters and connections to other fire protection systems. More frequent inspection, testing and maintenance may be required due to specific conditions of the occupancy and the water supply. The work covered on this form is (check one): ○ Monthly ○ Quarterly ✓ Annual ○ Third Year ○ Fifth Year ○ Other

Owner _____ Owner's Phone Number _____

Owner's Address _____

Property Being Evaluated: Lakeside Plantation Clubhouse

Property Address: 2200 Plantation Blvd North Port, FL 34286

Date of Work: 7-10-19 (Use separate forms for different weeks of inspection, testing and maintenance) performed on this date

Notes: 1) All questions are to be answered Yes, No or Not Applicable. All "No" answers are to be explained in Part III of this form. 2) Inspection, Testing and Maintenance are to be performed with water supplies (including fire pumps) in service, unless the impairment procedures of Chapter 15 of NFPA 25 are followed.

Part I – Owner's Section

A. Is the building occupied?	✓ Yes ○ No
B. Has the occupancy and hazard of contents remained the same since the last inspection?	✓ Yes ○ No
C. Are all fire protection systems in service?	✓ Yes ○ No
D. Has the system remained in service without modification since the last inspection?	✓ Yes ○ No
E. Was the system free of actuation of devices or alarms since the last inspection?	✓ Yes ○ No

Nathan Trotter — Owner or Representative (print name)

Signature and Date 7/10/19

Part II – Inspector's Section

A. Inspections

1. Weekly Items

a. Control valves (including backflow preventer isolation valves) supervised with seals passed inspection as described in II.A.2.a below? ✓Yes ○No ○N/A

b. Relief port on RPZ not discharging? ○Yes ○No ✓N/A

2. Monthly Inspection Items (in addition to above items)

a. Control valves and valves on backflow preventers with locks or electrical supervision:
- 1 In correct (open or closed) position? ✓Yes ○No ○N/A
- 2 Lock or supervision in place? ✓Yes ○No ○N/A
- 3 Accessible and free from external leaks? ✓Yes ○No ○N/A
- 4 Provided with appropriate wrenches? ○Yes ○No ✓N/A
- 5 Provided with appropriate identification? ✓Yes ○No ○N/A

b. Gauges on system in good condition and showing normal water supply pressure? ✓Yes ○No ○N/A

c. Alarm valve free from physical damage, trim in correct (open or closed) position and no leakage from retarding chamber or drains? ○Yes ○No ✓N/A

3. Quarterly Inspection Items (in addition to above items)

a. Fire department connections visible, accessible, couplings and swivels not damaged, gaskets in place and in good condition, plugs and caps are okay, identification sign(s) in place, check valve is not leaking, clapper in place and operating properly and automatic drain valve in place and operating properly? ✓Yes ○No ○N/A

(If plugs or caps are not in place, inspect interior for obstructions)

b. Hydraulic nameplate (calculated systems) securely attached to riser and legible? ✓Yes ○No ○N/A

c. Alarm & supervisory devices not damaged? ✓Yes ○No ○N/A

d. Pressure reducing valves in open position, not leaking, with downstream pressure per design criteria, and in good condition with handwheels not broken? ○Yes ○No ✓N/A

4. Annual Inspection Items (in addition to above items)

a. Proper number and type of spare sprinklers? ✓Yes ○No ○N/A

b. Visible sprinklers:
- 1. Proper position: upright, pendent, sidewall? ✓Yes ○No ○N/A
- 2. Free of leaks, corrosion and damage? ✓Yes ○No ○N/A
- 3. Proper clearance below sprinklers? ✓Yes ○No ○N/A
- 4. Free of foreign materials including paint? ✓Yes ○No ○N/A
- 5. Liquid in all glass bulb sprinklers? ✓Yes ○No ○N/A

c. Visible pipe:
- 1. In good condition/no external corrosion? ✓Yes ○No ○N/A
- 2 No mechanical damage or leaks? ✓Yes ○No ○N/A
- 3. No external loads? ✓Yes ○No ○N/A

d. Visible pipe hangers and seismic braces not damaged or loose? ✓Yes ○No ○N/A

e. Sprinkler wrench with spare sprinklers? ○Yes ○No ✓N/A

f. Information sign is attached and legible? ○Yes ○No ✓N/A

g. Internal inspection of the pipe performed in the last 5 years (remove a flushing connection and one sprinkler near the end of a branch line)? ✓Yes ○No ○N/A
(If "No", conduct internal inspection)

5. Fifth Year Inspection Items (in addition to above items)

a. Alarm valves and associated strainers, filters and restricted orifices passed internal inspection? ○Yes ○No ✓N/A

b. Check valves internally inspected, all parts operate properly and are in good condition? ○Yes ○No ✓N/A

c. Internal pipe inspection performed per 4.g? ○Yes ○No ✓N/A

B. Testing - *Report any failures on Part III of this form*

1. Quarterly Tests

a. Mechanical waterflow alarm devices passed tests (alarms actuated and flow observed)? ○Yes ○No ✓N/A

b. Main drain test for system downstream of backflow device or pressure reducing valve:
- 1. Record static pressure 68 psi, residual pressure 53 psi
- 2. Was flow observed? ✓Yes ○No ○N/A
- 3. Are results comparable to previous tests? ✓Yes ○No ○N/A

2. Semiannual Tests (in addition to previous items)

a. Valve supervisory switches indicate movement? ✓Yes ○No ○N/A

b. Electrical waterflow alarm devices passed tests (alarms actuated and flow observed)? ✓Yes ○No ○N/A

3. Annual Tests (in addition to previous items)

a. Main drain test for systems not tested quarterly:
- 1. Record Static 68 psi and Residual Pressure 53 psi
- 2. Was flow observed? ✓Yes ○No ○N/A
- 3. Are results comparable to previous tests? ✓Yes ○No ○N/A

NORTH PORT SOLID WASTE DISTRICT

SERVICE ADDRESS
2200 PLANTATION BLVD SWD

ACCOUNT NUMBER	CYCLE	BILL DATE	DUE DATE
54883-159826	55-55	8/02/19	9/03/19

Total Current Charges 168.47
PAST DUE - MUST PAY NOW .00
Total Amount Due 168.47

RECEIVED
AUG 5 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

00005488300015982600000016847 9

SERVICE ADDRESS
2200 PLANTATION BLVD SWD

ACCOUNT NUMBER	CYCLE	BILL DATE	DUE DATE
54883-159826	55-55	8/02/19	9/03/19

Rate Class : COMMERCIAL WASTE
Last payment amount/date: 168.47 7/29/19

Service		Consumption		Charge	Total
GB	DUMPSTER4YD/1 PICKUP	6/30/19	7/31/19	156.80	
GB	95 GAL RECY 1PU 1MON	6/30/19	7/31/19	7.00	
GB	EXTRA RECY 1XMONTH	6/30/19	7/31/19	4.67	
	TOTAL COMMERCIAL GARBAGE				168.47

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

Total Current Charges 168.47
PAST DUE - MUST PAY NOW .00
Total Amount Due 168.47

**** 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**

Are you doing your part to recycle? Call Public Works at 941-240-8050 to start recycling at your location today!

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.

Spies Pool, LLC
801 Sawdust Tr
Kissimmee, FL 34744

Phone: (407) 847-2771
Fax: (407) 847-8242
Email: lauren@spiespool.com
Web: www.spiespool.com

RECEIVED
JUL 30 2019
BY:_____

Invoice
340516
7/24/2019

WHY WAIT FOR YOUR MATERIAL SAFETY DATA SHEETS (MSDS) THEY ARE NOW AVAILABLE FOR FAST PRINTING FROM OUR WEBSITE.

Bill To:
LAKESIDE PLANTATION-NORTHPORT
C/O GMS CENTRAL FLORIDA
135 W CENTRAL BLVD #320
ORLANDO FL 32801

Work Location:
LAKESIDE PLANTATION
LAKESIDE PLANTATION (GMS)
Attn: JORGI ALGARD
2200 PLANTATION BLVD
North Port, FL 34289

Terms | **P.O.#** | **Sales Representative**
HOUSE ACCOUNT

Special instructions:

WO BULK SIZE & LOCATION

Qty	Product/Service	Description
1.00	PAC-60-7069	5HP 1PH EQ500 MOTOR EEQ500 30601 EQ 5 HP 1PH POOL MOTOR
1.00	PUR-101-6780	EQ SEAL PLATE O-RING 3/8" X 11" ID 35 35-6780
1.00	PUR-101-0360	SHAFT SEAL S-360V VITON EQ SEAL 07 VITON EQ SEAl s-360v 071725S
		SPI-L00-0050 LABOR
0.00		Description Of Work Completed Replaced a 5HP 1PH EQ motor, shaft seal and pump o-ring on the pool recirculation pump per approved bid of $2,492.00 plus tax.

JSI
1-33-350-5I
replace motor / pump

Subtotal:	$2,492.00
Tax:	$0.00
Paid:	$0.00
Total:	**$2,492.00**

*****FOR CHEMICAL EMERGENCY CALL INFOTRAC 1-800-535-5053 24HRS*****
*****WE CANNOT WARRANTY PARTS THAT WE DO NOT INSTALL*****

I hereby acknowledge I have received the merchandise specified above in satisfactory condition.

Customer Signature_____ **Date**_____

Print Customer Name_____

Please call or email the office for a hard copy of this invoice.

5824 Bee Ridge Road #165, Sarasota, FL 34233

Invoice

Date	Invoice #
8/1/2019	2019-01552

Bill To:

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

RECEIVED
AUG 5 2019
BY:

Terms	Due Date
Net 30	8/31/2019

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

10
1-32-538--464
Landscape maint Aug 19

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

DART Pool Solutions, Inc.

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

Invoice

Date	Invoice #
7/26/2019	WO-0001410

Bill To	Service Location
Lakeside Plantation 9145 Narcoossee Road STE. A206 Orlando, FL 32827	2200 Plantation Blvd North Port, FL 34289

RECEIVED
JUL 31 2019
BY:

P.O. No.	Terms	Due Date	Tech	Date of Service
	Due On Receipt	8/5/2019	RK	7/26/2019

Description	Qty	Rate	Amount
I inspected the pool pump and found it had been flooded by water covering the motor more than half way. This is due to the equipment area settling and the pool being remodeled and the skimmer height being raised causing gravity to push the water back into the equipment area whenever the pump shuts down. The motor needs to be replaced or rebuilt and either a gravity drain needs to be run from the equipment area to the water sore or a sump pump installed large enough to handle the overflow so the equipment does not get damaged.			
Diagnostic/Trip Fee	1	95.00	95.00
FL Sales Tax		7.00%	0.00

260
1-32[illegible]-51

Thank you for your business!

A finanace 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	$95.00
Payments/Credits	$0.00
Balance Due	$95.00

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

BY: _____

AUG 1 2019

RECEIVED

Invoice

Date	Invoice #
8/1/2019	88958

Bill To	Service Location
Lakeside Plantation 9145 Narcoossee Road STE. A206 Orlando, FL 32827	2200 Plantation Blvd North Port, FL 34289

P.O. No.	Terms	Due Date	Tech	Date of Service
	Due On Receipt	8/30/2019	SB	8/1/2019

Description	Qty	Rate	Amount
August pool maintenance		810.00	810.00
FL Sales Tax		7.00%	0.00

Thank you for your business!

A finanace 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	$810.00
Payments/Credits	$0.00
Balance Due	$810.00

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

SOLITUDE
LAKE MANAGEMENT

INVOICE

Invoice Number: PI-A00288454
Invoice Date: 08/01/19

Voice: (888) 480-5253 Fax: (888) 358-0088

PROPERTY: Lakeside Plantation CDD

RECEIVED
AUG 5 2019
BY:

SOLD TO: Lakeside Plantation CDD
Governmental Mgmt Services-Central
9145 Narcoossee Road, Ste. A206
Orlando, FL 32827

3-1-3
1-32-538-06
Lakemnt Mgt

CUSTOMER ID	CUSTOMER PO	Payment Terms	
L2077		Due upon receipt	
Sales Rep ID	**Shipment Method**	**Ship Date**	**Due Date**
Bill Kurth			08/01/19

Qty	Item / Description	UOM	Unit Price	Extension
1	Lake & Pond Management Services SVR06010 08/01/19 - 08/31/19 Lake & Pond Management Services		966.00	966.00

PLEASE REMIT PAYMENT TO:

1320 Brookwood Drive, Suite H
Little Rock, AR 72202

Subtotal	966.00
Sales Tax	0.00
Total Invoice	966.00
Payment Received	0.00
TOTAL	966.00

www.solitudelakemanagement.com

www.aeratorsaquatics4lakesnponds.com

Vesta

Invoice

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

RECEIVED
AUG 1 2019
BY:_____

Invoice #	358885
Date	8/1/2019
Terms	Net 30
Due Date	8/31/2019
Memo	Aug 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

257
1-33 539-12
Amenity/Centy Mgmt - Aug M

Description	Quantity	Rate	Amount
Facility Manager Services at Lakeside Plantation Amenity Center	1	4,856.27	4,856.27
Office Administrative Assistant Services at Lakeside Plantation Amenity Center	1	2,636.36	2,636.36
Facility Attendants Services at Lakeside Plantation Amenity Center	1	2,469.09	2,469.09
Facility Maintenance Services at Lakeside Plantation Amenity Center	1	4,597.09	4,597.09

Thank you for your business.

Total $14,558.81

Culligan

better water. pure and simple.

1099 Enterprise Ct.
Nokomis, FL 34275

RECEIVED

AUG 8 2019

BY:

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

☐ ☐ VISA ☐ ☐ ☐ PLEASE CHECK BOX TO ENROLL IN AUTOMATIC BILL PAYMENT

CARD NUMBER | V. CODE

SIGNATURE | EXP. DATE

DATE	PAY THIS AMOUNT	ACCOUNT NUMBER
07/31/2019	177.96	1017805

Pay By Date: Aug 15

AMOUNT PAID $

15*3815 1 MB 0.425*
LAKESIDE PLANTATION
9145 Narcoossee Rd Ste A206
Orlando FL 32827-5768

REMIT PAYMENT TO:
Culligan Water Conditioning
1099 Enterprise Court
Nokomis, FL 34275

14
L-33-578-0801
Water Cooler 7.1.19

Balance Forward Statement

RETURN THIS TOP PORTION WITH YOUR PAYMENT

Page: 1

InvDate	InvNum	Location	PO#		Billed	Tax	Balance
			Previous Balance:	06/30/2019			88.98
Location	1017805	LAKESIDE PLANTATION		2200 PLANTATION BLVD			
07/12/2019	527293	1017805					44.49
4201	DELIVERY CHARGE		1 @	2.49	2.49	0.00	
2413	5 GALLON DRINKING WATER		6 @	7.00	42.00	0.00	
07/29/2019	528662	1017805					44.49
2413	5 GALLON DRINKING WATER		6 @	7.00	42.00	0.00	
4201	DELIVERY CHARGE		1 @	2.49	2.49	0.00	
07/31/2019		1017805					0.00
	PAYMENT		@				

Total Due by the 15th: 177.96

THIRTY DAYS OVERDUE

Current	88.98	30day	88.98	60day	0.00	90day	0.00	Balance	177.96

Pay your bill online using our secure payment page at www.culliganman.net

Culligan of Fort Myers, P O Box 62208, Fort Myers, FL 33906-2208 239-482-2213

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

Invoice

Invoice #: 86
Invoice Date: 8/1/19
Due Date: 8/1/19
Case:
P.O. Number:

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

RECEIVED
AUG 13 2019
BY:_____

Description	Hours/Qty	Rate	Amount
Management Fees - August 2019		3,094.33	3,094.33
Information Technology - August 2019		83.33	83.33
Dissemination Agent Services - August 2019		83.33	83.33
Office Supplies		0.42	0.42
Postage		23.73	23.73

Total	$3,285.14
Payments/Credits	$0.00
Balance Due	$3,285.14

Security Alarm Corp.
17776 Toledo Blade Blvd,
Port Charlotte, FL 33948
Tel. (941) 625-9700
Fax. (941) 625-9804

Security Alarm Corporation "Since 1979"

Invoice Number	**207274**	**CSID**
Sale Date	8/7/2019	2564
Due Date	8/17/2019	
Terms NET:	10 Days	

RECEIVED

AUG 12 2019

BY: _____

4
1-33 54-464
Alarm monit Aug 19 – Jul 19

Lakeside Plantation CDD
Care Of: GMS
9145 Narcoossee Rd, STE. A206
Orlando, FL 32827

Description	Qty	Price	Net	Tax	Total
CSID: **2564**					
Monitoring-Commercial-Fire-Basic	3	$28.00	$84.00	$0.00	$84.00
For: Lakeside Plantation-F at 2200 Plantation Blvd. North Port, FL 34286 Period Covered: 08/01/2019 to 10/31/2019 inclusive.					
CSID: **2582**					
Monitoring-Commercial-Security-Basi	3	$21.00	$63.00	$0.00	$63.00
For: Lakeside Plantation at 2200 Plantation Blvd. North Port, FL 34289 Period Covered: 08/01/2019 to 10/31/2019 inclusive.					
TOTALS			**$147.00**	**$0.00**	**$147.00**

Deposits On Account: $0.00 **Your Balance as of 8/7/2019** **$272.00**

To ensure proper credit please include the invoice number on your check or pay online at www.securityalarmcorp.com
Did you know Security Alarm offers Personal Medical buttons to be used in home or nationwide. Please call our office for details.

----------Return Stub Below----------

Please return this portion of your invoice with your payment. Thank you!

Customer : Lakeside Plantation CDD

Invoice Number 207274
Bill Payer ID: 11765
(Primary) CSID:

Due This Inv. **$147.00** **Amount Remitted** [ ]

Payment Method **Check** [ ] **Check Number** [ ] **Date Remitted** [ ]

Charge* [ ] **Card Number** [ ] **Billing Zipcode** [ ]
Name On Card [ ] **Exp Date** [ ]
Signature [ ] **Card ID** [ ]

*Please Note : If paying by charge card, we can only accept payment by : American Express, Discover, Mastercard, Visa

Please remit to : Security Alarm Corp. 17776 Toledo Blade Blvd, Port Charlotte, FL 33948 Tel. (941) 625-9700 Fax. (941) 625-980 Inv. No 207274

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

07/26/19

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

Acct#: 297693	Date: 07/26/19
	Ad Date: 08/01/19
	Class: 3138
JORGI ALGARD	Ad ID: 3697221
LAKESIDE PLANTATION CDD	Ad Taker: MDICKINSON
GOV MGMT SERVICES - CF, LLC	Sales Person: 200
135 WEST CENTRAL BLVD STE 320	Words: 18
ORLANDO, FL 32801	Lines: 8
	Agate Lines: 9
	Depth: 0.986
	Inserts: 1
Telephone: (407) 841-5524	Blind Box:

Other Charges:	$0.00	Gross:	$653.40
Discount:	$0.00		
Surcharge:	$0.00	Paid Amount:	- $0.00
Credits:	$0.00		
Bill Depth:	0.986	Amount Due:	$653.40

Publication	Start	Stop	Inserts	Cost
For Billing Only	08/01/19	08/01/19	1	$653.40 RW

1/06
1-3/5 1/2 4¢
Publ of pub hrng 8/1/19

Ad Note:

Customer Note:

We Appreciate Your Business!
Thank You JORGI ALGARD!

Ticket# 3697220-1
Bud. Assess 082119
3 x 18 w Map
Submitted By:
Lauren Vanderveer
Publish: 08/01/2019
297693 3697221

RECEIVED

AUG 0 4 2019.

BY:_____

LAKESIDE PLANTATION COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2019/2020 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING; AND NOTICE OF AUDIT COMMITTEE MEETING

Intermixed Public Hearings, Regular Meeting and Audit Committee Meeting

The Board of Supervisors ("Board") for the Lakeside Plantation Community Development District ("District") will hold the following two public hearings, a regular meeting, and an Audit Committee meeting:

DATE:	August 21, 2019
TIME:	6:00 PM
LOCATION:	Lakeside Plantation Clubhouse 2200 Lakeside Boulevard North Port, FL 34289

The first public hearing is being held pursuant to Chapter 190, *Florida Statutes*, to receive public comment and objections to the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2019, and ending September 30, 2020 ("Fiscal Year 2019/2020"). The second public hearing is being held pursuant to Chapters 190 and 197, *Florida Statutes*, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2019/2020; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will by resolution, adopt a budget, levy O&M Assessments as finally approved by the Board, and certify respectively levied their special assessments for collection. A Board meeting will also be held where the Board may consider any other District business immediately preceding the Board meeting will be a meeting of the Audit Committee of the Lakeside Plantation Community Development District.

Description of Assessments

The District imposes O&M Assessments on benefited property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing.

Land Use	Units # of Units	ERU Factor	Proposed O&M Assessment per unit (gross)	Total Assessment (including 4% collection cost)
Commercial	10.49	4.00	$2,171	$22,771
Multi-Family	236	0.67	$366	$86,376
Single-Family	343	1.00	$547	$187,634
Villa	192	0.80	$437	$83,907

The proposed O&M Assessments as stated include collection costs and/or early payment discounts, which Sarasota County ("County") may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no assessment hearing shall be held, or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), *Florida Statutes*, is met. Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2019/2020.

For Fiscal Year 2019/2020, the District intends to have the County tax collector collect the assessments imposed on certain developed property. It is important to pay your assessment because failure to pay will result in a tax certificate to be issued against the property which may result in loss of title. If you have any questions, you may contact the District Manager's Office at 239-243-0058. For those O&M assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

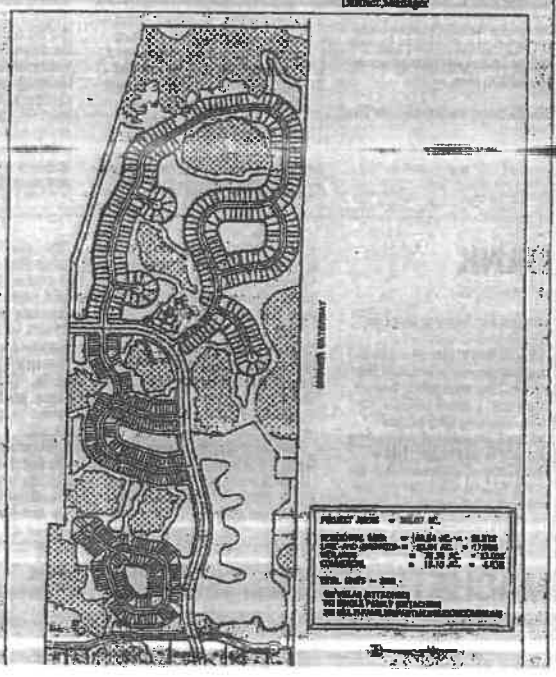
Additional Provisions

The public hearings and meetings are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at 135 W. Central Blvd., Suite 320, Orlando, Florida 32801, Ph. (407) 841-5524 ("District Manager's Office"), during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty (20) days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of 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 Flint
District Manager



Invoice & Remittance Advice	
Account Number:	1880525
Billing Number:	35571091
Billing Date:	02-AUG-2019
Total Amount Due:	USD 358.00
Amount Enclosed:	

Pay Online: www.bmi.com/paynow

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

0188052535571091000000358O019

BMI
PO Box 630893
Cincinnati OH 45263-0893

Contact us: (888) 492-6264

www.bmi.com/email

72
1.29 75-491
Misc Licensefee-2020

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
35571091	$358.00	$0.00	$0.00	$358.00

Date	Type	Transaction #	Description	Amount Due (in USD)

Note that a portion of your balance is past due. Please remit your payment promptly.
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.

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

RECEIVED
AUG 0 8 2019
BY:

Fitness Logic

380 Scarlet Blvd.
Oldsmar, FL
34677

Phone # 727-784-4964
Fax # 727-784-0223
E-mail BVfitlogic@aol.com

RECEIVED
AUG 20 2019
BY

Invoice

Date	Invoice #
8/16/2019	90916

Bill To
GMS - Lakeside Plantation 9145 Narcoossee Rd Ste. A206 Orlando, FL 32827

Location/Contact/Phone
Location: Lakeside Plantation 2200 Plantation Blvd, North Port, FL 34289 Contact: Nathan Trates Phone: 941-423-5500

P.O. Number	Terms	Rep	Work Order #	Completed
	Net 10	MAN	91197	8/15/2019

Item Code	Description	Quantity	Price Each	Amount
Maintenance	Quarterly General Maintenance and cleaning of all equipment - Labor Only Maintenance completion during August	1	145.00	145.00

Thank you for your business.
Invoices over 30 Days will incur 1.5% Interest per month

Subtotal	$145.00
Sales Tax (0.0%)	$0.00
Total	$145.00

Johnson Engineering, Inc.
Remit To:
P.O. Box 2112
Fort Myers, FL 33902
Ph: 239.334.0046 Fax: 239.334.3661

Invoice

RECEIVED

AUG 20 2019

BY:_____

Project Manager Andrew Tilton

August 16, 2019
Project No: 20150050-000
Invoice No: 46

FEID #59-1173834

George Flint
Lakeside Plantation CDD
c/o GMS Central Florida
9145 Narcoossee Road, Ste. A206
Orlando, FL 32827

193
1-7 5b3-3ll
Tennis Drainage/Options/19thru

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 August 11, 2019

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	41,370.90	T&M	100 %	41,370.90	41,245.90	125.00	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	65,260.90			67,609.65	67,484.65	125.00	-2,348.75

SUB-TOTAL PROFESSIONAL SERVICES: **125.00**

INVOICE TOTAL: **125.00**

Summary of professional services

Phase No. / Description		Bill Hours		Bill Rate	Billable Amount
1. - General Engineering					
Engineer IV					
Burford, Brent	8/7/2019	.50	Hrs @	125.00	62.50
Review other options for tennis drainage.					
Burford, Brent	8/8/2019	.50	Hrs @	125.00	62.50

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

Project	20150050-000	Lakeside Plantation CDD		Invoice	46
	Discuss and review other options for tennis drainage.				
1. - General Engineering Total			1.00		125.00

Billings to Date

	Current	Prior	Total	Received	A/R Balance
Fee	0.00	11,850.00	11,850.00		
Labor	125.00	57,628.75	57,753.75		
Unit	0.00	98.40	98.40		
Totals	**125.00**	**69,577.15**	**69,702.15**	**69,577.15**	**125.00**

Security Alarm Corp.
17776 Toledo Blade Blvd,
Port Charlotte, FL 33948
Tel. (941) 625-9700
Fax. (941) 625-9804

RECEIVED

AUG 20 2019

BY:

Security Alarm Corporation "Since 1979"

Invoice Number	**207591**	**CSID**
Sale Date	8/9/2019	2564
Due Date	8/19/2019	
Terms NET:	10 Days	

Lakeside Plantation CDD
Care Of: GMS
9145 Narcoossee Rd, STE. A206
Orlando, FL 32827

GJ
1-305-523-4654
Spire Comm/Mr Glass

Service Address
Lakeside Plantation-F
2200 Plantation Blvd.
North Port, FL 34286

Description	Qty	Price	Net	Tax	Total
Service-Comm-Fire	1	$125.00	$125.00	$0.00	$125.00
Replacement Glass Rods (ES-10326)	5	$8.22	$41.10	$0.00	$41.10
		TOTALS	**$166.10**	**$0.00**	**$166.10**

For Service Provided As Per Work Order Number 83802
08/08:Everything checked out okay. Installed all tubes in pull stations

Deposits On Account: $0.00 **Your Balance as of 8/14/2019** **$438.10**

To ensure proper credit please include the invoice number on your check or call the office to pay with a credit card.
Celebrating 40 years of success.

----------Return Stub Below----------

Please return this portion of your invoice with your payment. Thank you!

Customer : Lakeside Plantation CDD

Invoice Number 207591
Bill Payer ID: 11765
(Primary) CSID:
Date Remitted

Due This Inv. **$166.10** **Amount Remitted**

Payment Method **Check** ☐ **Check Number**

Charge* ☐ **Card Number** **Billing Zipcode**
Name On Card **Exp Date**
Signature **Card ID**

*Please Note : If paying by charge card, we can only accept payment by : American Express, Discover, Mastercard, Visa

Please remit to : Security Alarm Corp. 17776 Toledo Blade Blvd, Port Charlotte, FL 33948 Tel. (941) 625-9700 Fax. (941) 625-980 Inv. No 207591

RECEIVED

AUG 26 2019

BY: _____

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: Lakeside Plantation CDD

Board Meeting Date: August 21, 2019

7-31-3-11

	Name	*In Attendance Please √*	*Fee Involved Yes / No*	
1	Rena Koontz	✓	Yes ($200)	200
2	Bud Sabol	✓	Yes ($200)	200
3	Joe Szewczyk	✓	Yes ($200)	56
4	Camille Stephens	✓	Yes ($200)	55
5	Pina Chichelli	✓	Yes ($200)	200

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

Approved for Payment:

[signature]
District Manager Signature

8/27/19
Date

RETURN SIGNED DOCUMENT TO Ariel Lovera*

RECEIVED

AUG 26 2019

BY:

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: Lakeside Plantation CDD

Board Meeting Date: August 21, 2019

1-77-313-11

	Name	*In Attendance Please √*	*Fee Involved Yes / No*	
1	Rena Koontz	✓	Yes ($200)	200
2	Bud Sabol	✓	Yes ($200)	200
3	Joe Szewczyk	✓	Yes ($200)	56
4	Camille Stephens	✓	Yes ($200)	55
5	Pina Chichelli	✓	Yes ($200)	282

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

Approved for Payment:

District Manager Signature

8/27/19
Date

****RETURN SIGNED DOCUMENT TO Ariel Lovera****

Hopping Green & Sams

Attorneys and Counselors

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

STATEMENT

July 19, 2019

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

Bill Number 108748
Billed through 05/31/2019

RECEIVED
AUG 22 2019
BY:

1-3 | 53-35
Pipe copy/playground/license

General Counsel/Monthly Meeting
LPCDD 00001 MCE

FOR PROFESSIONAL SERVICES RENDERED

04/01/19	MCE	Review irrigation issues.	0.30 hrs
04/01/19	SRS	Review playground improvement agreement; research and respond to resident issue regarding application of master declaration of covenants to district; research Americans with Disabilities Act website accessibility.	1.70 hrs
04/01/19	APA	Revise playground improvements agreement; prepare preserve maintenance agreement.	2.10 hrs
04/02/19	SRS	Confer with Flint regarding irrigation proposal; confer regarding playground improvements agreement.	0.50 hrs
04/02/19	MKR	Review and finalize playground installation agreement with RRK Pearl, Inc., aka Stephens Installers.	1.10 hrs
04/02/19	APA	Prepare budget documents; update district status chart.	1.10 hrs
04/03/19	MCE	Prepare playground reinstallation agreement.	0.10 hrs
04/03/19	SRS	Prepare playground improvement agreement and preserve maintenance agreement; confer regarding drainage license process.	1.40 hrs
04/04/19	MKR	Research prior application process regarding approval of license agreements; prepare form of license agreement regarding drainage improvements; review protocol for application process regarding same; provide comments to same.	2.20 hrs
04/08/19	MCE	Review correspondence from joint legislative auditing committee; prepare letter to same regarding audit finding.	0.40 hrs
04/08/19	SRS	Review declaration of covenants correspondence.	0.20 hrs
04/09/19	MCE	Prepare for board meeting, and budget and assessment proceedings.	0.20 hrs
04/09/19	APA	Review status of current vendor agreements; update vendor agreement chart; prepare preliminary agenda memorandum.	1.80 hrs
04/10/19	SRS	Review meeting minutes and draft agenda; confer with staff regarding drainage license.	0.50 hrs
04/11/19	SRS	Prepare form of license agreement; confer with Flint and Buford regarding	1.60 hrs

		same.	
04/12/19	MCE	Prepare form of license agreement regarding drainage improvements.	0.30 hrs
04/12/19	JEM	Review issues regarding form of license agreement.	0.10 hrs
04/12/19	SRS	Prepare form of license agreement; prepare for meeting.	1.40 hrs
04/12/19	APA	Analyze agenda package; prepare agenda memorandum and notebook.	1.50 hrs
04/15/19	SRS	Facilitate call regarding drain pipe application protocol; follow-up regarding same; prepare for board meeting.	2.80 hrs
04/15/19	APA	Finalize meeting agenda; update notebook; conduct property search for map of drainage reservoir regarding EarthBalance agreement.	2.10 hrs
04/16/19	MCE	Prepare for and travel to board meeting.	2.40 hrs
04/16/19	SRS	Prepare playground repair agreement; follow-up regarding drain yard license.	0.50 hrs
04/16/19	APA	Revise playground improvement agreement.	0.40 hrs
04/17/19	MCE	Prepare for, travel to and attend board meeting; return travel; meeting follow-up.	3.10 hrs
04/17/19	SRS	Review drain yard sketch; prepare related license agreement; prepare for board meeting.	0.80 hrs
04/18/19	SRS	Follow-up from board meeting.	0.10 hrs
04/18/19	APA	Prepare second addendum to Bloomings landscaping agreement; review standing agreement to confirm PSA matches.	1.10 hrs
04/29/19	SRS	Prepare fiscal year 2019/2020 budget documents.	1.00 hrs
04/30/19	JLK	Negotiate standard form of agreement regarding professional technological services.	0.10 hrs
04/30/19	CGS	Monitor proposed legislation which may impact district.	0.30 hrs
04/30/19	APA	Review follow-up e-mail from Nathan regarding pickelball court contractor; prepare reply regarding documents contractor must provide.	0.30 hrs

Total fees for this matter $7,128.00

DISBURSEMENTS

Document Reproduction	39.00
Travel	323.82
Travel - Meals	28.90
Total disbursements for this matter	$391.72

MATTER SUMMARY

Papp, Annie M. - Paralegal	10.40 hrs	145 /hr	$1,508.00
Stuart, Cheryl G.	0.30 hrs	395 /hr	$118.50
Merritt, Jason E.	0.10 hrs	300 /hr	$30.00
Kilinski, Jennifer L.	0.10 hrs	225 /hr	$22.50
Eckert, Michael C.	6.80 hrs	325 /hr	$2,210.00
Rigoni, Michelle K.	3.30 hrs	205 /hr	$676.50
Sandy, Sarah R.	12.50 hrs	205 /hr	$2,562.50

TOTAL FEES		$7,128.00
TOTAL DISBURSEMENTS		$391.72
LESS COURTESY DISCOUNT		$900.00 CR
TOTAL CHARGES FOR THIS MATTER		**$6,619.72**

BILLING SUMMARY

Papp, Annie M. - Paralegal	10.40 hrs	145 /hr	$1,508.00
Stuart, Cheryl G.	0.30 hrs	395 /hr	$118.50
Merritt, Jason E.	0.10 hrs	300 /hr	$30.00
Kilinski, Jennifer L.	0.10 hrs	225 /hr	$22.50
Eckert, Michael C.	6.80 hrs	325 /hr	$2,210.00
Rigoni, Michelle K.	3.30 hrs	205 /hr	$676.50
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TOTAL FEES		$7,128.00
TOTAL DISBURSEMENTS		$391.72
LESS COURTESY DISCOUNT		$900.00 CR
TOTAL CHARGES FOR THIS BILL		**$6,619.72**

Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

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

STATEMENT

August 20, 2019

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

Bill Number 109280
Billed through 07/31/2019

66
1-21 5/13-23
Budget / Records / District status

General Counsel/Monthly Meeting
LPCDD 00001 MCE

FOR PROFESSIONAL SERVICES RENDERED

07/01/19	MCE	Prepare assessment notices and resolutions.	0.30 hrs
07/03/19	APA	Revise budget documents.	1.90 hrs
07/23/19	SRS	Prepare fiscal year 2019-2020 budget documents; confer with Algard regarding same.	0.50 hrs
07/23/19	APA	Provide remaining fiscal year 2019-2020 budget documents to district; update district status chart.	0.50 hrs
07/23/19	APA	Research public records request and exemptions.	0.10 hrs
07/24/19	SRS	Research public records request; confer with Mossing regarding same.	0.80 hrs
07/29/19	SRS	Confer with Mossing regarding public records request.	0.30 hrs
07/31/19	MCE	Research new law regarding new definition of "home address" and property appraiser objections to confidential information in assessment rolls; prepare memorandum to district manager regarding same.	0.10 hrs

Total fees for this matter $820.50

MATTER SUMMARY

Papp, Annie M. - Paralegal	2.50 hrs	145 /hr	$362.50
Eckert, Michael C.	0.40 hrs	325 /hr	$130.00
Sandy, Sarah R.	1.60 hrs	205 /hr	$328.00
TOTAL FEES			$820.50
TOTAL CHARGES FOR THIS MATTER			**$820.50**

BILLING SUMMARY

Papp, Annie M. - Paralegal	2.50 hrs	145 /hr	$362.50
Eckert, Michael C.	0.40 hrs	325 /hr	$130.00
Sandy, Sarah R.	1.60 hrs	205 /hr	$328.00

TOTAL FEES	$820.50
TOTAL CHARGES FOR THIS BILL	**$820.50**

Please include the bill number on your check.

RECEIVED

AUG 26 2019

BY:

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: Lakeside Plantation CDD

Board Meeting Date: August 21, 2019

1-37-313-11

	Name	In Attendance Please √	Fee Involved Yes / No	
1	Rena Koontz	✓	Yes ($200)	240
2	Bud Sabol	✓	Yes ($200)	200
3	Joe Szewczyk	✓	Yes ($200)	56
4	Camille Stephens	✓	Yes ($200)	55
5	Pina Chichelli	✓	Yes ($200)	282

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

Approved for Payment:

District Manager Signature

8/27/19
Date

****RETURN SIGNED DOCUMENT TO Ariel Levera****

RECEIVED

AUG 26 2019

BY: _____

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: Lakeside Plantation CDD

Board Meeting Date: August 21, 27, 2019

1-37-313-11

	Name	In Attendance Please √	Fee Involved Yes / No	
1	Rena Koontz	✓	Yes ($200)	200
2	Bud Sabol	✓	Yes ($200)	200
3	Joe Szewczyk	✓	Yes ($200)	56
4	Camille Stephens	✓	Yes ($200)	55
5	Pina Chichelli	✓	Yes ($200)	282

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

Approved for Payment:

_____ 8/27/19

District Manager Signature **Date**

****RETURN SIGNED DOCUMENT TO Ariel Lovera****

RECEIVED

AUG 26 2019

BY:_____

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: Lakeside Plantation CDD

Board Meeting Date: August 21, 2019

	Name	*In Attendance Please √*	*Fee Involved Yes / No*
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)

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

Approved for Payment:

_____ 8/27/19

District Manager Signature **Date**

*****RETURN SIGNED DOCUMENT TO Ariel Lovera*****

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

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

07/31/19

Acct#: **297693**	Date: **07/31/19**
	Ad Date: **08/08/19**
	Class: **3124**
LAUREN VANDERVEER	Ad ID: **3698499**
LAKESIDE PLANTATION CDD	Ad Taker: **MDICKINSON**
GOV MGMT SERVICES - CF, LLC	Sales Person: **200**
135 WEST CENTRAL BLVD STE 320	Words: **368**
ORLANDO, FL 32801	Lines: **91**
	Agate Lines: **122**
	Depth: **12.875**
Telephone: **(407) 841-5524**	Inserts: **1**
	Blind Box:

Other Charges:	**$0.00**	Gross:	**$130.13**
Discount:	**$0.00**		
Surcharge:	**$0.00**	Paid Amount:	**- $0.00**
Credits:	**$0.00**		
Bill Depth:	**12.875**	Amount Due:	**$130.13**

Publication	Start	Stop	Inserts	Cost
Charlotte Sun (CS)	08/08/19	08/08/19	1	$130.13

13/13-48
hold for pub hrg 6/21/19

RECEIVED
AUG 12 2019
BY:

Ad Note:

Customer Note:

We Appreciate Your Business!
Thank You LAUREN VANDERVEER!

LAKESIDE PLANTATION COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2019/2020 BUDGET; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors (**"Board"**) of the Lakeside Plantation Community Development District (**"District"**) will hold a public hearing on **August 21, 2019, at 6:00 p.m.**, at the Lakeside Plantation Clubhouse, 2200 Plantation Boulevard, North Port, Florida 34289, for the purpose of hearing comments and objections on the adoption of the proposed budget (**"Proposed Budget"**) of the District for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (**"Fiscal Year 2019/2020"**). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, c/o Governmental Management Services- Central Florida, LLC, 135 W. Central Boulevard, Suite 320, Orlando, Florida 32801, Phone: (407) 841-5524 (**"District Manager's Office"**), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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
Publish: August 8, 2019
297693 3698499

SUN NEWSPAPERS

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:

08/08/2019

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 8th day of August, 2019.

Laura M Robins
(Signature of Notary Public)

Personally known X OR ___ Produced Identification

Notary Public State of Florida
Laura M Robins
My Commission GG 262759
Expires 09/26/2022

LAKESIDE PLANTATION COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2019/2020 BUDGET; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Lakeside Plantation Community Development District ("District") will hold a public hearing on August 21, 2019, at 6:00 p.m., at the Lakeside Plantation Clubhouse, 2200 Plantation Boulevard, North Port, Florida 34289, for the purpose of hearing comments and objections on the adoption of the proposed budget ("Proposed Budget") of the District for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("Fiscal Year 2019/2020"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that

may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, c/o Governmental Management Services- Central Florida, LLC, 135 W. Central Boulevard, Suite 320, Orlando, Florida 32801, Phone: (407) 841-5524 ("District Manager's Office"), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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
Publish: August 8, 2019
297693 3698499

Invoice

Alliance Fire & Safety

Date: 7/26/2019
Customer ID: 3941
Invoice No.: SPE47256
Reference: Work Order 62546 / Field Invoice

P.O. Box 637
Venice, FL 34284
(941) 485-5402 (941) 483-3321 (fax)

RECEIVED
AUG 21 2019
BY:_____

Bill to:

Lakeside Plantation CDD
9145 Narcoossee Road Suite A206
Orlando, FL 32827

Service at:

Lakeside Plantation Clubhouse
2200 Plantation Blvd
North Port, FL 34286

P.O. Number:

Terms: **DUE UPON RECEIPT**

Description:

Work Order 62546 Backflow Potable Repair

Item	Description	Quantity	Unit Price	Amount
Miscellaneous				
Scope	*Proposal to replace 1" Potable Backflow that failed certification on 7/10/19. Replaced backflow per proposal. Repair Complete.*	1.00	$793.0000	$793.00
		Miscellaneous Subtotal:		**$793.00**

S
1-33-508 -98/02
Replace potable backflow

Additional Notes:

Subtotal:	$793.00
Sales Tax:	$0.00
Payments:	$0.00
Total Due:	**$793.00**

VISA MasterCard

Thank You For Your Business

INVOICES ARE SUBJECT TO A FINANCE CHARGE OF 1.5%/MO (18% / ANNUM) FOR BALANCES DUE BEYOND OUR NORMAL TERMS

5824 Bee Ridge Road #165, Sarasota, FL 34233

Invoice

Date	Invoice #
8/22/2019	2019-01597

Bill To:

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

RECEIVED
AUG 22 2019
BY:_____

10
1-32-504-465

Terms Due on receipt

Description	Qty	Amount
Install new plantings and mulch by the tennis courts		
Petite Red Ixora - 3 gallon	7	140.00
Mini Pine Bark Mulch - Bag	8	40.00

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	$180.00
Payments/Credits	$0.00
Balance Due	$180.00

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

SERGEANT'S ELECTRIC

13518 HV

CUSTOMER INVOICE

1075 Innovation Ave Unit 101
North Port FL 34289
941.373.5656
SgtElect.com

HOME OWNER INFORMATION Lakeside Plantation CDD. Date 7/29/19 Technician Nick A.

Name Carriage House Phone _____ Email _____

Address 2000 Plantation City N. Port State FL Zip _____

DEVICES

		WAS THE WORK DONE? YES	NO
LEVEL 1 DEVICE = 110v outlet, sp switch, tv jack, telephone plate, 4-way splitter, cable device in use cover	$48.00 x Qty ____ = $ ____	☐	☐
LEVEL 2 DEVICE = 110v in wall timer, 3 or 4 way switch, gfci outlet, clock switch, 600 watt dimmer 30amp 240v switch, 110v smoke detector, ceiling fan remote kit, ice maker, usb combo outlet, range/dryer outlet	$99.00 x Qty ____ = $ ____	☐	☐
LEVEL 3 DEVICE = 1000 watt dimmer, Fan remote kit, 1000w ln dimmer, 110v carbon monoxide photoelectronically smoke detector	$165.00 x Qty ____ = $ ____	☐	☐
LEVEL 4 DEVICE = 50amp double pole, 240v thermostat timer, 240v pressure switch, 240v contactor	$215.00 x Qty ____ = $ ____	☐	☐

BREAKERS

LEVEL 1 BREAKER = 15-60amp fuse, sp 15-20amp breaker	$89.00 x Qty ____ = $ ____	☐	☐
LEVEL 2 BREAKER = twin 15-20 amp breaker, DP 15-60 amp breaker, sp Gfci breaker, sp arc fault breaker	$158.00 x Qty ____ = $ ____	☐	☐
LEVEL 3 BREAKER = 70-100 amp fuse, DP 70-90 amp afci breaker, obsolete sp breaker	$210.00 x Qty ____ = $ ____	☐	☐
LEVEL 4 BREAKER = obsolete Dp 15-90 amp breaker, 100-125amp DP breaker, 100-125amp afci main	$319.00 x Qty ____ = $ ____	☐	☐
LEVEL 5 BREAKER = 60 amp Gfci breaker, 150-200 Sid main	$497.00 x Qty ____ = $ ____	☐	☐

WIRING/BOXES

LEVEL 1 WIRING/BOX = small junction box, pancake box, direct burial splice kit, underground lr cat per 5' u.c. wiring per section	$95.00 x Qty ____ = $ ____	☐	☐
LEVEL 2 WIRING/BOX = Fan Brace Box, Medium junction box, 15-20amp underground cat per 5'	$158.00 x Qty ____ = $ ____	☐	☐
LEVEL 3 WIRING/BOX = Large junction box, 30-100amp underground cat per 5' , breaker, hi or above wiring, 110v indoor outlet, EEB	$210.00 x Qty ____ = $ ____	☐	☐
LEVEL 4 WIRING/BOX = 110v s.p. Gfci outlet #23 wiring for a light/outlet	$288.00 x Qty ____ = $ ____	☐	☐
LEVEL 5 WIRING/BOX = wiring for a light/outlet-GFP 15-30amp cct within 15'	$318.00 x Qty ____ = $ ____	☐	☐
LEVEL 6 WIRING/BOX = 15-30 amp dedicated cct	$497.00 x Qty ____ = $ ____	☐	☐
LEVEL 7 WIRING/BOX = 15-30 amp dedicated cct-afci 2, 40-50 amp 240v dedicated cct	$678.00 x Qty ____ = $ ____	☐	☐
LEVEL 8 WIRING/BOX = 40-60 amp cct with disconnect	$899.00 x Qty ____ = $ ____	☐	☐

ADDITIONAL INSTALLATIONS

75 KVA 480/208-120 3R Transformer	$ x Qty 1 = $ 6,137.00	☐	☐
	$ x Qty ____ = $ ____	☐	☐
	$ x Qty ____ = $ ____	☐	☐
	$ x Qty ____ = $ ____	☐	☐
	$ x Qty ____ = $ ____	☐	☐

FUSE PANEL YES ☐ NO ☐ PANEL MFG _____ AGE _____

CASH ☐ CHECK # ☐ CREDIT CARD ☐ # _____ EXP / AUTH # _____ AMOUNT $ _____

TOTAL INVESTMENT $ 6,137.00

TOTAL FROM "NOTES" FORM $ _____

TOTAL $ 6,137

NOTES

Above are items to replace Transformer

Thank you for Choosing Sergeant's Electric
Please send deposit to above address or You can call in a credit card Payment.

DEPOSIT $ 1841

PAID TODAY $ _____

BALANCE $ _____

I hereby authorize you to proceed with the above work at the quoted price of $ 6,137.00

Authorization Emailed

All work has been performed to my satisfaction _____

3 year warranty all parts and labor, 1 year all led bulbs.

[redacted]

Invoice

5824 Bee Ridge Road #165, Sarasota, FL 34233

Date	Invoice #
6/29/2019	2019-01189

RECEIVED
JUL 2 2019
BY:

Bill To:

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

31
27
31-6-521-61
Raise canopies/Light prune

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:
Blooming's Landscape & Turf Management, Inc.
Please include invoice number on your check.
Thank You For Your Business

Total	$10,043.00
Payments/Credits	$0.00
Balance Due	$10,043.00

Phone #	Fax #	E-mail	Web Site
(941) 927-9765	(941) 929-9336	carla@bloomingslandscape.com	www.bloomingslandscape.com

FPL

2 075323 / 3* FPL AUTOMATIC BILL PAY - DO NOT PAY *

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

RECEIVED

B 5 5517 7

JUL 30 2019

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

BY:_____

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	**$1,162.01**	**Aug 14 2019**	**$**

Your electric statement

For: Jun 24 2019 to Jul 24 2019 (30 days)
Customer name: LAKESIDE PLANTATION COMM
Service address: 2200 PLANTATION BLVD # CLBHSE

Account number: 57421-67439

Statement date: Jul 24 2019
Next meter reading: Aug 23 2019

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	DO NOT PAY (=)	New charges due by
1,206.83	1,206.83 CR	0.00	0.00	1,162.01	**$1,162.01**	**Aug 14 2019**

Meter reading - Meter KLL2848

Current reading	56535
Previous reading	- 55528
kWh constant	x 10
kWh used	**10070**
Demand reading	4.75
kW constant	x 10.00
Demand kW	**48**

Energy usage

	Last Year	This Year
kWh this month	11850	10070
Service days	30	30
kWh per day	395	335

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

Customer charge:	$26.32
Fuel:	$258.08
($0.025690 per kWh)	
Non-fuel:	$236.54
($0.023490 per kWh)	
Demand:	$539.52
($11.24 per kW)	

Amount of your last bill		1,206.83
Payment received - Thank you		1,206.83 CR
Balance before new charges		$0.00
New charges (Rate: GSD-1 GENERAL SERVICE DEMAND)		
Electric service amount	1,060.47**	
Storm charge	8.86	
Gross receipts tax	27.42	
Franchise charge	65.26	
Total new charges		$1,162.01

Total amount you owe **$1,162.01**

FPL automatic bill pay - **DO NOT PAY**

- Payment received after **October 15, 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 **August 04, 2019.** If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.
- The storm charge on your August bill will be removed to reflect final payment of bonds issued during the 2004 and 2005 hurricane restoration effort. There will be a true-up on a future bill, subject to Florida Public Service Commission approval. Learn more: FPL.com/rates.

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

FPL

FPL

/ 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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JUL 30 2019

BY:

B 5 5517 6

AUTO **CO 2764
1 075323

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	$549.38	Aug 14 2019	$

Your electric statement

For: Jun 24 2019 to Jul 24 2019 (30 days)
Customer name: LAKESIDE PLANTATION
Service address: 2200 PLANTATION BLVD # FNTN

Account number: 04126-05586

Statement date: Jul 24 2019
Next meter reading: Aug 23 2019

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	DO NOT PAY (=)	New charges due by
677.71	677.71 CR	0.00	0.00	549.38	$549.38	Aug 14 2019

Meter reading - Meter KN46183

Current reading	54769
Previous reading	- 49396
kWh used	5373

Energy usage

	Last Year	This Year
kWh this month	7041	5373
Service days	30	30
kWh per day	234	179

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

Customer charge:	$10.54
Fuel:	$137.71
($0.025630 per kWh)	
Non-fuel:	$350.92
($0.065310 per kWh)	

Amount of your last bill		677.71
Payment received - Thank you		677.71 CR
Balance before new charges		$0.00
New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)		
Electric service amount	499.17**	
Storm charge	6.40	
Gross receipts tax	12.96	
Franchise charge	30.85	
Total new charges		$549.38

Total amount you owe **$549.38**

FPL automatic bill pay - **DO NOT PAY**

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FPL

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3 075323 / 3* FPL AUTOMATIC BILL PAY - DO NOT PAY *

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

RECEIVED

JUL 30 2019

BY:_____

B 5 5517 1

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
84595-15071	**$506.54**	**Aug 14 2019**	**$**

Your electric statement

For: Jun 24 2019 to Jul 24 2019 (30 days)
Customer name: LAKESIDE PLANTATION COMM
Service address: 2200 PLANTATION BLVD # POOL

Account number: 84595-15071

Statement date: Jul 24 2019
Next meter reading: Aug 23 2019

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	DO NOT PAY (=)	New charges due by
692.51	692.51 CR	0.00	0.00	506.54	**$506.54**	**Aug 14 2019**

Meter reading - Meter KL84533

Current reading	37896
Previous reading	- 33371
kWh used	4525
Demand reading	18.90
Demand kW	19

Energy usage

	Last Year	This Year
kWh this month	5980	4525
Service days	30	30
kWh per day	199	150

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

Customer charge:	$26.32
Fuel:	$115.98
($0.025630 per kWh)	
Non-fuel:	$106.30
($0.023490 per kWh)	
Demand:	$213.56
($11.24 per kW)	

Amount of your last bill		692.51
Payment received - Thank you		692.51 CR
Balance before new charges		$0.00
New charges (Rate: GSD-1 GENERAL SERVICE DEMAND)		
Electric service amount	462.16**	
Storm charge	3.98	
Gross receipts tax	11.95	
Franchise charge	28.45	
Total new charges		$506.54
Total amount you owe		**$506.54**

FPL automatic bill pay - **DO NOT PAY**

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- The amount due on your account will be drafted automatically on or after **August 04, 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**

FPL

North Port FLORIDA
North Port Utilities

SERVICE ADDRESS			CURRENT CHARGES DUE DATE
2200 PLANTATION BLVD			
ACCOUNT NUMBER	CYCLE	BILL DATE	
43123-156052	18-29	7/30/19	8/20/19

Total Current Charges	136.64
PAST DUE - MUST PAY NOW	.00
Bank acct will be drafted	136.64

$_____
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
135 W CENTRAL BLVD STE 320
ORLANDO FL 32801-2435

00004312300015605200000136645

2067 LAKE

⇧ Please return this upper portion with your payment ⇧ *** Bank Draft ***

SERVICE ADDRESS			
2200 PLANTATION BLVD			
ACCOUNT NUMBER	CYCLE	BILL DATE	DUE DATE
43123-156052	18-29	7/30/19	8/20/19

Last Bill Amount	157.22
Payments	157.22-
Adjustments	.00
BALANCE FORWARD	.00

Rate Class : COMMERCIAL
Last payment amount/date: 157.22 7/17/19

	Service Period		Days	Meter Number	Mult	Units	Current	Previous	Usage
WA	6/20/19	7/22/19	32	80000038	1.000	TGAL	138	136	2
							USAGE FOR 7/18		5.00

Service		Consumption	Charge	Total
WA	Base facility chg		43.72	
WA	Usage block 1	2.00	8.00	
	TOTAL WATER			51.72
SE	Base facility chg		72.34	
SE	Consumption	2.00	12.58	
	TOTAL SEWER			84.92

Total Current Charges	136.64
PAST DUE - MUST PAY NOW	.00
Bank acct will be drafted	136.64

**** 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

NorthPort FLORIDA
North Port Utilities

SERVICE ADDRESS			CURRENT CHARGES DUE DATE
2200 PLANTATION BLVD FICT			
ACCOUNT NUMBER	CYCLE	BILL DATE	
43123-154658	18-29	7/30/19	8/20/19

Total Current Charges	58.77
PAST DUE - MUST PAY NOW	.00
Bank acct will be drafted	58.77

$_____
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
135 W CENTRAL BLVD STE 320
ORLANDO FL 32801-2435

00004312300015465800000005877O

2066 LAKE

⇧ Please return this type Bank Drafted ⇧ ***

SERVICE ADDRESS	2200 PLANTATION BLVD FICT		
ACCOUNT NUMBER	CYCLE	BILL DATE	DUE DATE
43123-154658	18-29	7/30/19	8/20/19

Last Bill Amount	636.49
Payments	636.49-
Adjustments	.00
BALANCE FORWARD	.00

Rate Class : COMMERCIAL
Last payment amount/date: 636.49 7/17/19

	Service Period		Days	Meter Number	Mult	Units	Current	Previous	Usage
WA	6/20/19	7/22/19	32	36607560	1.000	TGAL	646	638	8
							USAGE FOR 7/18		98.00

Service		Consumption	Charge	Total
WA	Base facility chg		18.77	
WA	Usage block 1	4.00	16.00	
WA	Usage block 2	4.00	24.00	
	TOTAL WATER			58.77

Total Current Charges	58.77
PAST DUE - MUST PAY NOW	.00
Bank acct will be drafted	58.77

**** 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

NorthPort FLORIDA
North Port Utilities

SERVICE ADDRESS			CURRENT CHARGES DUE DATE
2200 PLANTATION BLVD			
ACCOUNT NUMBER	CYCLE	BILL DATE	
43123-154656	18-29	7/30/19	8/20/19

Total Current Charges	149.29
PAST DUE - MUST PAY NOW	.00
Bank acct will be drafted	149.29

$_____
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
135 W CENTRAL BLVD STE 320
ORLANDO FL 32801-2435

00004312300015465600000014929 4

2065 LAKE

⇧ Please return this perforation with your payment ⇧ *** Bank Draft ***

SERVICE ADDRESS	2200 PLANTATION BLVD		
ACCOUNT NUMBER	CYCLE	BILL DATE	DUE DATE
43123-154656	18-29	7/30/19	8/20/19

Last Bill Amount	125.29
Payments	125.29-
Adjustments	.00
BALANCE FORWARD	.00

Rate Class : COMMERCIAL
Last payment amount/date: 125.29 7/17/19

	Service Period		Days	Meter Number	Mult	Units	Current	Previous	Usage
WA	6/20/19	7/22/19	32	80005382	1.000	TGAL	3004	2988	16
							USAGE FOR 7/18		49.00

Service		Consumption	Charge	Total
WA	Base facility chg		85.29	
WA	Usage block 1	16.00	64.00	
	TOTAL WATER			149.29

Total Current Charges	149.29
PAST DUE - MUST PAY NOW	.00
Bank acct will be drafted	149.29

```
****      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**

RECEIVED
AUG 0 1 2019
BY:_____

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

TECO
PEOPLES GAS
AN EMERA COMPANY

RECEIVED

JUL 29 2019

BY:_____

ACCOUNT INVOICE

peoplesgas.com

Statement Date: 07/22/2019
Account: 211014212750

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

Current month's charges:	$12.13
Total amount due:	$12.13
Payment Due By:	08/12/2019

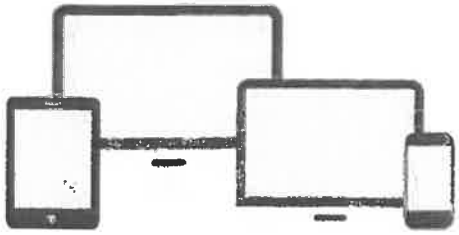
Your Account Summary

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 08/12/2019

00001792-0003674-Page 1 of 4

Access your account anytime, anywhere from any device



Log in to **tecoaccount.com** to view and pay your bill, manage your account and more!

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

Scammers are calling. Don't be a victim.

- Scammers can alter caller ID numbers to make it look like TECO is calling.
- We will never ask you to purchase a prepaid credit or debit card.
- Know what you owe. Reference your most recent bill or log in to your online account.
- If you think a call is a scam, hang up and call us.

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

TECO
PEOPLES GAS
AN EMERA COMPANY

WAYS TO PAY YOUR BILL

mail phone

See reverse side for more information

Account: 211014212750

Current month's charges:	$12.13
Total amount due:	$12.13
Payment Due By:	08/12/2019

Amount Enclosed $_____

672370787263 DO NOT PAY, YOUR ACCOUNT WILL BE DRAFTED ON 08/12/2019

00001792 01 AV 0.26 32801 FTECO1072319000121D 00000 06 00000000 011 07 35651 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

TECO PEOPLES GAS
AN EMERA COMPANY

ACCOUNT INVOICE

Account: **211014212750**
Statement Date: 07/22/2019
Current month's charges due **08/12/2019**

Details of Current Month's Charges -- Service from - 06/15/2019 to 07/16/2019

Service for: 2200 PLANTATION BLVD, NORTH PORT, FL 34289-9472 **Rate Schedule: Residential Service RS-1**

Meter Location: *pool*

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Measured Volume	x	BTU	x	Conversion	=	Total Used	Billing Period
RHE73410	07/16/2019	405		405		0 CCF		1.040		1.0000		0.0 Therms	32 Days

Customer Charge	$11.40	
Natural Gas Service Cost	**$11.40**	
Franchise Fee	$0.73	
Total Natural Gas Cost, Local Fees and Taxes		**$12.13**
Total Current Month's Charges		**$12.13**

Peoples Gas Usage History

Therms Per Day (Average)

JUL 2018	0.0
JUN	0.0
MAY	0.0
APR	0.0
MAR	0.0
FEB	0.0
JAN	0.0
DEC	0.0
NOV	0.0
OCT	0.0
SEP	0.0
AUG	0.0
JUL 2018	0.0

Important Messages

Recovering the cost of rebuilding our system after Hurricane Michael
Our natural gas system, while largely resilient, sustained damage last year when Hurricane Michael made landfall as a Category 5 storm. The Peoples Gas team in Panama City, and 150 support personnel from across the state, worked around-the-clock for several weeks to make repairs and safely restore service in north Florida. To help recover the costs of these repairs and replenish our storm reserve, we will begin collecting a temporary surcharge starting in August.

Once approved by the Florida Public Service Commission, the usage-based surcharge will be included in the distribution charge on your bill and is estimated to continue for five months. The expected impact to an average residential customer is 76 cents per month, and $6.15 per month for the average business customer.

We realize that any increase to your bill can be a burden, and we thank you for your patience and understanding as we work to make sure our system is ready to serve you in good weather and bad.

TEXT CODE: FLBBB
PIN: 7332

Date of Bill 8/01/19

New Charges Due Date 8/26/19

[redacted]

Total Amount Due $369.06

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

Amount Paid

328270000 0

87200694142355010219130000000000000369065

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

[redacted]

Date of Bill 8/01/19

Previous Balance	369.06
Payments Received Thru 7/21/19	-369.06
Thank you for your payment!	
Balance Forward	.00
New Charges	369.06

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 $369.06

CURRENT BILLING SUMMARY

Local Service from 08/01/19 to 08/31/19

Qty	Description	941/423-5501.0 Charge
	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	5.92
	Total Basic Charges	90.16
	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	15.86
	FCA Long Distance - Federal USF Surcharge	2.10
	Total Non Basic Charges	137.94
	Video	
	FiOS TV Extreme HD Private [redacted]	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	.06
	Broadcast TV Surcharge	5.49
	Total Video	133.51
	Toll/Other	
	Other Charges-Detailed Below	5.99
	FCA Long Distance - Federal USF Surcharge	1.46
	Total Toll/Other	7.45
	TOTAL	369.06

[redacted]

Date of Bill 8/01/19

EAS PLAN/USAGE CHARGES [redacted]

Minutes Used	1 Minutes	
Allowance	0 Minutes	
Minutes Billed	1 Minutes @ .0000/min	.00
EAS Plan Charge		.00
Maximum Plan/Usage Charge	.00	
Total Billable EAS Charge This Month		.00

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Federal Primary Carrier Multi Line Charge			
		AUTOCH	8/01	4.31
	941/423-5500		Subtotal	4.31
1	Business High Speed Internet Fee	AUTOCH	8/01	5.99
1	Regional Sports Fee	AUTOCH	8/01	6.00
1	Frontier Road Work Recovery Surcharge			
		AUTOCH	8/01	1.25
1	Federal Primary Carrier Multi Line Charge			
		AUTOCH	8/01	4.31
1	Carrier Cost Recovery Surcharge	AUTOCH	8/01	5.99
	941/423-5501		Subtotal	23.54
Partial Month Charges				
	FiOS Video Discount 99 MO	PROMOTION	8/01 8/31	-14.99
	941/423-5501		Subtotal	-14.99
			Subtotal	12.86

CIRCUIT ID DETAIL
88/KQXA/297018/ /VZFL

==========

Detail of Frontier Charges

Toll charged to [redacted]
*****Start suppression of detail

Ref #	Date	Time	Min	*Type	Place and Number Called			Charge	
E 1	JUL 02	2:05P	1.0	DD	BRADENTON	FL	(941)567-0015	.00	U
[redacted]							Subtotal	.00	

Subtotal Minutes: 1.0 ***REP LINE ONLY
*****Resume printing of detail

==========

Detail of Frontier Com of America Charges

Toll charged to [redacted]
*****Start suppression of detail

Ref #	Date	Time	Min	*Type	Place and Number Called			Charge	
E 2	JUN 19	9:56A	25.0	DD	REDFIELD	SD	(605)468-8020	.00	U
E 3	JUL 09	6:36P	1.0	DD	ESCANABA	MI	(906)399-1403	.00	U
E 4	JUL 12	7:24P	1.0	DN	BOCA RATON	FL	(561)239-3832	.00	U
E 5	JUL 12	7:31P	1.0	DN	BOCA RATON	FL	(561)239-3832	.00	U
E 6	JUL 12	7:32P	2.0	DN	BOCA RATON	FL	(561)239-3832	.00	U
E 7	JUL 17	9:57A	31.0	DD	REDFIELD	SD	(605)468-8020	.00	U
E 8	JUL 17	10:28A	43.0	DD	REDFIELD	SD	(605)468-8020	.00	U
E 9	JUL 19	7:20P	1.0	DD	SANTURCE	PR	(787)533-0764	.00	U
E 10	JUL 23	4:13P	1.0	DD	KISSIMMEE	FL	(407)847-2771	.00	U

[redacted]

Date of Bill 8/01/19

Detail of Frontier Com of America Charges

Ref #	Date	Time	Min	*Type	Place and Number Called		Charge	
			[redacted]			Subtotal	.00	

Subtotal Minutes: 106.0 ***REP LINE ONLY
*****Resume printing of detail

Detail of Frontier Com of America Charges

Toll charged to [redacted]
*****Start suppression of detail

Ref #	Date	Time	Min	*Type	Place and Number Called		Charge	
E	11 JUL 16	10:53A	1.0	DD	BROOKLYN	NY (718)253-1602	.00	U
E	12 JUL 23	3:34P	1.0	DD	ROSELLE	NJ (908)245-1651	.00	U
	941/423-5501					Subtotal	.00	

Subtotal Minutes: 2.0 ***REP LINE ONLY
*****Resume printing of detail
Legend Call Types:
DD - Day
DN - Night

Caller Summary Report

	Calls	Minutes	Amount
[redacted]	10	107	.00
Main Number	2	2	.00
***Customer Summary	12	109	.00

Caller Summary Report

	Calls	Minutes	Amount
Intra-Lata	1	1	.00
Interstate	7	103	.00
Intrastate	4	5	.00
***Customer Summary	12	109	.00

[redacted]

Date of Bill 8/01/19

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 $139.57 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 with your next bill, pay per use features Busy Redial, Call Return, Call Trace, and 3-Way Calling will increase by up to $1.00 per use. 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

CDPIFLBBB94194142332827FLFT-FLABUSCX 5342NY 00000000000000369.06
NNNNNYNNNNNNNNNNNNNNNNNNNNNNNN 1-800-921-8102

SECTION C

Lakeside Plantation

Community Development District

Unaudited Financial Reporting
August 31, 2019

Table of Contents

1	Balance Sheet	
2-3	General Fund	
4	Debt Service Fund	
5	Capital Reserve Fund	
6-7	Month to Month	
8	Long-Term Debt	
9	Assessment Receipt Schedule	

Lakeside Plantation
COMMUNITY DEVELOPMENT DISTRICT

COMBINED BALANCE SHEET
August 31, 2019

	General	Debt Service	Capital Reserve	Totals
Assets				
Cash:				
Operating Account	$ 95,531	$ -	$ -	$ 95,531
Debit Card Account	3,848	-	-	3,848
Money Market Account	116,202	-	-	116,202
Petty Cash	50	-	-	50
Capital Reserve Account	-	-	30,900	30,900
Investment - Operations:				
Investment - SBA Fund	500	-	353,926	354,426
Investment - Bonds:				
Reserve Fund	-	58,115	-	58,115
Revenue Fund	-	48,539	-	48,539
Prepayment Fund	-	0	-	0
Prepaid Expenses	4,227	-	-	4,227
Due from Capital Reserve	1,495	-	-	1,495
Due from General Fund	-	11,903	-	11,903
Total Assets	$ 221,852	$ 118,557	$ 384,826	$ 725,235
Liabilities & Fund Balances				
Liabilities				
Accounts Payable	$ 945	$ -	$ 4,296	$ 5,241
Due to Debt	11,903	-	-	11,903
Due to General Fund	-	-	1,495	1,495
Customer Deposits	1,125	-	-	1,125
Total Liabilities	$ 13,973	$ -	$ 5,791	$ 19,764
Fund Balances				
Restricted for Debt Service	$ -	$ 118,557	$ -	$ 118,557
Assigned for Capital Projects	-	-	379,035	379,035
Unassigned	207,880	-	-	207,880
Total Fund Balances	$ 207,880	$ 118,557	$ 379,035	$ 705,471
Total Liabilities & Fund Balances	$ 221,852	$ 118,557	$ 384,826	$ 725,235

Lakeside Plantation
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES & EXPENDITURES
For The Period Ending August 31, 2019

	Adopted Budget	Prorated Budget Thru 08/31/19	Actual Thru 08/31/19	Variance
Revenues:				
Tennis Club	$ 20,000	$ 18,333	$ 13,963	$ (4,370)
Activities	10,000	9,167	6,927	(2,240)
Clubhouse Rentals	3,000	2,750	4,450	1,700
Miscellaneous	1,500	1,375	1,341	(35)
Interest	50	46	40	(6)
Operations & Maintenance Assessments	656,520	656,520	649,162	(7,358)
Total Revenues	$ 691,070	$ 688,191	$ 675,882	$ (12,308)
Expenditures:				
Administrative				
Supervisor Fees	$ 11,000	$ 8,800	$ 8,800	$ -
District Manager	37,132	34,038	34,038	0
District Counsel	25,000	22,917	32,014	(9,097)
District Engineer	10,000	9,167	21,298	(12,131)
Disclosure Report	1,000	917	917	0
Trustee Fees	4,400	4,400	4,084	316
Audit Fees	3,700	3,700	3,700	-
Postage, Phone, Fax, Copies	1,500	1,375	835	540
General Liability Insurance	6,300	6,300	5,650	650
Legal Advertising	1,500	1,375	1,660	(285)
Dues, Licenses & Fees	175	175	175	-
Other Current Charges	1,900	1,742	1,361	381
Property Insurance	9,100	9,100	8,219	881
Information Technology	1,300	1,192	1,191	1
Total Administrative	$ 114,007	$ 105,196	$ 123,941	$ (18,745)
Operations				
Personnel Services (Management Contract)	$ 168,100	$ 154,092	$ 159,596	$ (5,505)
Road & Sidewalk Repairs & Maintenance	5,000	4,583	2,395	2,188
Common Area Renewal & Maintenance	10,000	9,167	-	9,167
Street Light/Decorative Light	10,000	9,167	319	8,848
Landscape Maintenance - Contract	91,860	84,205	84,125	80
Landscape Maintenance - Other	5,000	4,583	8,835	(4,252)
Mulch	10,740	9,845	-	9,845
Irrigation Maintenance	3,000	2,750	5,254	(2,504)
Lake Maintenance	14,000	12,833	13,560	(726)
Electric Utility Services - Entrance Feature	9,000	8,250	6,357	1,893
Water Utility Services - Entrance Feature	4,000	3,667	1,095	2,572
Repairs & Maintenance - Entrance Feature	3,000	2,750	550	2,200
Miscellaneous Tools & Equipment	1,000	917	-	917
Landscape Inspection Services	3,300	3,025	2,750	275
Traffic Enforcement	2,500	2,292	402	1,890
Total Operations	$ 340,500	$ 312,125	$ 285,237	$ 26,888

Lakeside Plantation
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES & EXPENDITURES
For The Period Ending August 31, 2019

	Adopted Budget	Prorated Budget Thru 08/31/19	Actual Thru 08/31/19	Variance
Clubhouse				
Activities	$ 19,000	$ 17,417	$ 20,745	$ (3,328)
Licenses/Fees	1,140	1,532	1,532	-
General Supplies	10,000	9,167	7,243	1,923
Maintenance	15,000	13,750	15,558	(1,808)
Office Supplies	3,500	3,208	2,010	1,198
Public Communication	1,500	1,375	1,169	206
Pest Control	600	550	450	100
Security	1,500	1,375	879	496
AED	300	275	-	275
Telephone & Internet Services	5,500	5,042	4,777	265
Janitorial Supplies	3,000	2,750	2,157	593
Electric Utility Services - Clubhouse	16,000	14,667	11,825	2,842
Gas Utility	250	229	136	93
Garbage Collection	2,000	1,833	1,651	182
Water Utility Services - Clubhouse	4,400	4,033	2,764	1,270
Electric Utility Services - Pool	16,500	15,125	10,833	4,292
Pool Cleaning	9,720	8,910	8,910	-
Pool Maintenance - Other	10,000	9,167	9,392	(225)
Tennis Courts - Maintenance	5,000	4,583	4,561	22
Tennis Courts - Programs	3,500	3,208	2,920	288
Water Utility Services - Tennis Courts & Pool	4,000	3,667	4,481	(815)
Total Clubhouse	$ 132,410	$ 121,863	$ 113,993	$ 7,870
Other Expenditures				
Transfer Out - Current Year	$ 130,000	$ 100,000	$ 100,000	$ -
Total Other Expenditures	$ 130,000	$ 100,000	$ 100,000	$ -
Total Expenditures	$ 716,917		$ 623,171	
Excess Revenues (Expenditures)	$ (25,847)		$ 52,712	
Fund Balance - Beginning	$ 25,847		$ 155,168	
Fund Balance - Ending	$ -		$ 207,880	

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

	Adopted Budget	Prorated Budget Thru 08/31/19	Actual Thru 08/31/19	Variance
Revenues:				
Assessments - On Roll	$ 175,905	$ 175,905	$ 173,550	$ (2,355)
Assessments - Direct Billed	8,842	8,842	8,842	-
Interest	-	-	2,320	2,320
Total Revenues	$ 184,747	$ 184,747	$ 184,712	$ (35)
Expenditures:				
Interest - 11/1	$ 53,689	$ 53,689	$ 53,689	$ -
Principal - 5/1	75,000	75,000	75,000	-
Interest - 5/1	53,689	53,689	53,689	-
Total Expenditures	$ 182,378	$ 182,378	$ 182,378	$ -
Excess Revenues (Expenditures)	$ 2,370		$ 2,335	
Fund Balance - Beginning	$ 61,306		$ 116,222	
Fund Balance - Ending	$ 63,675		$ 118,557	

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

	Adopted Budget	Prorated Budget Thru 08/31/19	Actual Thru 08/31/19	Variance
Revenues:				
Transfer In - Current Year	$ 130,000	$ 100,000	$ 100,000	$ -
Interest	-	-	8,154	(8,154)
Total Revenues	$ 130,000	$ 100,000	$ 108,154	$ (8,154)
Expenditures:				
Property Site Elements	$ 103,718	$ 95,075	$ 125,376	$ (30,301)
Clubhouse Interior Elements	50,481	46,274	-	46,274
Pool Elements	24,725	22,665	-	22,665
Reserve Component Inventory	36,058	33,053	-	33,053
Reserve Study	3,500	3,208	-	3,208
Contingency	-	-	-	-
Total Expenditures	$ 218,482	$ 200,275	$ 125,376	$ 74,899
Excess Revenues (Expenditures)	$ (88,482)		$ (17,222)	
Fund Balance - Beginning	$ 387,121		$ 396,257	
Fund Balance - Ending	$ 298,639		$ 379,035	

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	$ 7,720	$ 2,376	$ 113	$ 1,158	$ 138	$ 633	$ 100	$ 214	$ -	$ 266	$ 1,245	$ -	$ 13,963
Activities	1,030	290	1,335	1,617	563	818	273	352	94	360	195	-	6,927
Clubhouse Rentals	900	(300)	950	650	-	300	750	250	350	250	350	-	4,450
Miscellaneous	125	163	152	63	-	37	93	139	153	254	162	-	1,341
Interest	2	2	5	6	4	5	4	4	3	3	3	-	40
Operations & Maintenance Assessments	-	188,762	332,362	14,514	31,745	14,234	15,688	7,332	29,934	11,329	3,261	-	649,162
Total Revenues	$ 9,777	$ 191,293	$ 334,917	$ 18,007	$ 32,451	$ 16,027	$ 16,908	$ 8,291	$ 30,534	$ 12,462	$ 5,216	$ -	$ 675,882
Expenditures:													
Administrative													
Supervisor Fees	$ 800	$ 1,000	$ -	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ -	$ 1,000	$ -	$ 8,800
District Manager	3,094	3,094	3,094	3,094	3,094	3,094	3,094	3,094	3,094	3,094	3,094	-	34,038
District Counsel	2,668	1,504	663	3,692	3,704	4,202	6,620	2,778	5,363	821	-	-	32,014
District Engineer	859	-	524	9,588	-	3,526	2,043	3,829	805	-	125	-	21,298
Disclosure Report	83	83	83	83	83	83	83	83	83	83	83	-	917
Trustee Fees	2,891	-	-	-	-	-	-	-	1,193	-	-	-	4,084
Audit Fees	-	-	-	-	2,000	-	1,700	-	-	-	-	-	3,700
Postage, Phone, Fax, Copies	114	94	14	36	69	108	66	152	56	101	24	-	835
General Liability Insurance	5,650	-	-	-	-	-	-	-	-	-	-	-	5,650
Legal Advertising	-	94	93	93	94	94	94	223	90	-	784	-	1,660
Dues, Licenses & Fees	175	-	-	-	-	-	-	-	-	-	-	-	175
Other Current Charges	132	581	199	80	90	10	101	59	32	58	19	-	1,361
Property Insurance	8,219	-	-	-	-	-	-	-	-	-	-	-	8,219
Information Technology	108	108	108	108	108	108	108	108	108	108	108	-	1,191
Total Administrative	$ 24,794	$ 6,559	$ 4,779	$ 17,775	$ 10,244	$ 12,226	$ 14,909	$ 11,327	$ 11,824	$ 4,265	$ 5,237	$ -	$ 123,941
Operations													
Personnel Services (Management Contract)	$ 14,008	$ 14,559	$ 14,559	$ 14,559	$ 14,559	$ 14,559	$ 14,559	$ 14,559	$ 14,559	$ 14,559	$ 14,559	$ -	$ 159,596
Road & Sidewalk Repairs & Maintenance	-	-	-	-	-	-	-	-	-	2,395	-	-	2,395
Common Area Renewal & Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Street Light/Decorative Light	-	-	-	-	-	-	-	319	-	-	-	-	319
Landscape Maintenance - Contract	7,655	7,655	7,575	7,655	7,655	7,655	7,655	7,655	7,655	7,655	7,655	-	84,125
Landscape Maintenance - Other	300	-	-	-	-	195	-	-	-	8,160	180	-	8,835
Mulch	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigation Maintenance	504	661	-	3,615	-	-	-	474	-	-	-	-	5,254
Lake Maintenance	966	966	966	1,666	1,756	966	1,798	1,578	966	966	966	-	13,560
Electric Utility Services - Entrance Feature	548	605	605	591	593	575	639	387	586	678	549	-	6,357
Water Utility Services - Entrance Feature	104	31	35	35	31	35	31	41	59	636	59	-	1,095
Repairs & Maintenance - Entrance Feature	-	-	-	-	-	-	-	-	550	-	-	-	550
Miscellaneous Tools, Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-
Landscape Inspection Services	550	-	550	-	550	-	550	-	550	-	-	-	2,750
Traffic Enforcement	402	-	-	-	-	-	-	-	-	-	-	-	402
Total Operations	$ 25,037	$ 24,477	$ 24,290	$ 28,121	$ 25,144	$ 23,984	$ 25,231	$ 25,012	$ 24,924	$ 35,049	$ 23,968	$ -	$ 285,237

Lakeside Plantation

COMMUNITY DEVELOPMENT DISTRICT

STATEMENT OF REVENUES & EXPENDITURES

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Clubhouse													
Activities	$ 1,986	$ 2,036	$ 6,300	$ 3,121	$ 1,831	$ 1,803	$ 757	$ 1,034	$ 547	$ 729	$ 601	$ -	$ 20,745
Licenses/Fees	608	-	-	-	-	-	-	-	208	358	358	-	1,532
General Supplies	1,216	756	357	680	618	811	476	906	224	438	761	-	7,243
Maintenance	1,067	4,443	729	866	921	695	2,037	839	857	2,549	554	-	15,558
Office Supplies	-	419	24	1,064	76	70	101	166	30	61	-	-	2,010
Public Communication	64	83	64	83	83	381	83	93	69	93	69	-	1,169
Pest Control	-	150	-	-	150	-	-	150	-	-	-	-	450
Security	125	147	-	-	147	-	-	147	-	-	313	-	879
AED	-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone & Internet Services	380	483	536	386	494	534	376	476	373	369	369	-	4,777
Janitorial Supplies	402	353	160	152	-	324	82	389	144	90	61	-	2,157
Electric Utility Services - Clubhouse	1,094	1,180	1,074	950	1,014	953	960	1,078	1,154	1,207	1,162	-	11,825
Gas Utility	13	13	13	13	12	12	12	12	12	12	12	-	136
Garbage Collection	159	159	159	164	168	168	168	168	168	168	-	-	1,651
Water Utility Services - Clubhouse	198	557	168	219	178	198	305	305	342	157	137	-	2,764
Electric Utility Services - Pool	688	800	1,164	1,403	1,420	1,179	1,162	1,049	770	693	507	-	10,833
Pool Cleaning	810	810	810	810	810	810	810	810	810	810	810	-	8,910
Pool Maintenance - Other	237	3,702	272	579	-	585	481	675	-	2,703	158	-	9,392
Tennis Courts - Maintenance	364	147	670	769	523	162	1,530	138	-	36	222	-	4,561
Tennis Courts - Programs	-	520	440	880	680	400	-	-	-	-	-	-	2,920
Water Utility Services - Tennis Courts & Pool	370	499	736	510	465	476	510	499	141	125	149	-	4,481
Total Clubhouse	$ 9,781	$ 17,256	$ 13,675	$ 12,649	$ 9,590	$ 9,563	$ 9,851	$ 8,934	$ 5,851	$ 10,600	$ 6,243	$ -	$ 113,993
Other Expenditures													
Transfer Out	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000
Total Other Expenditures	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000
Total Expenses	$ 59,612	$ 48,292	$ 42,744	$ 58,545	$ 44,978	$ 45,773	$ 49,991	$ 145,273	$ 42,599	$ 49,914	$ 35,448	$ -	$ 623,171
Excess Revenues (Expenditures)	$ (49,835)	$ 143,001	$ 292,173	$ (40,537)	$ (12,528)	$ (29,747)	$ (33,083)	$ (136,982)	$ (12,066)	$ (37,452)	$ (30,232)	$ -	$ 52,712

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	$ 58,115		
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**

LAKESIDE PLANTATION
COMMUNITY DEVELOPMENT DISTRICT

SPECIAL ASSESSMENT RECEIPTS - FY2019

TAX COLLECTOR

					Gross Assessments	$ 880,463	$ 694,731	$ 185,733	
					Net Assessments	$ 832,038	$ 656,520	$ 175,517	
Date Received	Dist	Gross Assessments Received	Discounts/ Penalties	Commissions Paid	Interest Income	Net Amount Received	General Fund 78.91%	1999 Debt Svc Fund 21.09%	Total 100%
11/20/18	18-01	$ 109,405.71	$ 4,494.48	$ 1,573.67	$ -	$ 103,337.56	$ 81,538.63	$ 21,798.93	$ 103,337.56
11/30/18	18-02	$ 143,707.06	$ 5,748.42	$ 2,069.38	$ -	$ 135,889.26	$ 107,223.58	$ 28,665.68	$ 135,889.26
12/19/18	18-03	$ 407,578.69	$ 16,303.44	$ 5,869.13	$ -	$ 385,406.12	$ 304,105.16	$ 81,300.96	$ 385,406.12
12/28/18	18-04	$ 37,852.10	$ 1,495.36	$ 545.35	$ -	$ 35,811.39	$ 28,257.02	$ 7,554.37	$ 35,811.39
1/31/19	18-05	$ 18,441.46	$ 559.21	$ 268.23	$ 779.81	$ 18,393.83	$ 14,513.67	$ 3,880.16	$ 18,393.83
2/28/19	18-06	$ 41,726.87	$ 881.89	$ 612.67	$ -	$ 40,232.31	$ 31,745.35	$ 8,486.96	$ 40,232.31
3/29/19	18-07	$ 18,498.96	$ 184.96	$ 274.71	$ -	$ 18,039.29	$ 14,233.92	$ 3,805.37	$ 18,039.29
4/30/19	18-08	$ 19,964.47	$ 22.26	$ 299.13	$ 239.15	$ 19,882.23	$ 15,688.10	$ 4,194.13	$ 19,882.23
5/31/19	18-09	$ 9,434.06	$ -	$ 141.51	$ -	$ 9,292.55	$ 7,332.30	$ 1,960.25	$ 9,292.55
6/28/19	18-10	$ 38,514.06	$ -	$ 577.71	$ -	$ 37,936.35	$ 29,933.72	$ 8,002.63	$ 37,936.35
7/31/19	18-11	$ 14,330.52	$ -	$ 214.96	$ 242.64	$ 14,358.20	$ 11,329.35	$ 3,028.85	$ 14,358.20
8/30/19	18-12	$ 4,133.29	$ -	$ -	$ -	$ 4,133.29	$ 3,261.38	$ 871.91	$ 4,133.29
Totals		$ 863,587.25	$ 29,690.02	$ 12,446.45	$ 1,261.60	$ 822,712.38	$ 649,162.19	$ 173,550.19	$ 822,712.38

Imagine School at North Port Inc.			$ 8,842.03			$ -	$ 8,842.03
DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND	SERIES 1999 DEBT
10/25/18	1198	12/1/18	$ 8,842.03	$ 8,842.03	$ -	$ -	$ 8,842.03
			$ 8,842.03	$ 8,842.03	$ -	$ -	$ 8,842.03

SECTION VIII

SECTION B

Lakeside Plantation CDD

ACTION ITEMS

as of 09/18/19

Item #	Meeting Assigned	Action Item	Assigned To	Date Due	Status	Comments
1	11/16/16	Consideration of Proposals for Preserve Maintenance	Engineer		**In Process**	Work being completed by Earth Balance.
2	10/18/17	Evaluate Drainage in Playground Area	Flint/Engineer		**In Process**	Work being completed by Stephens Installers.
3	1/16/19	Speed limit sign on Plantation Blvd.	Flint		**Complete**	Staff is getting proposals for work.
4	1/16/19	Review oaks on Scarlett Blvd.	Bloomings/PSA			Waiting for report.
5	1/16/19	Solar light for corner of Plantation Blvd.				Staff is soliciting pricing and options.

SECTION C

Lakeside Plantation CDD
Community Development District
Amenity Center Management Report

Date of Meeting: September 18th, 2019 *Submitted by: Nathan Trates*

- ***Facility***
  - *Relion Solutions security hired for additional after hours*
  - *Fire safety Horn/Strobe added to GYM*
  - *Mulch added to surrounding playground area*
  - *Pool furniture/gates deep cleaned*
  - *Clubhouse AC repaired by Alex's Cooling & Heating*
  - *Men's pool bathroom urinal rebuilt/repaired*
  - *Pool/deck/tennis courts and clubhouse secured for Hurricane preparation*
  - *Two new cigarette disposal dispensers added*
  - *Ballast replaced for library lights and all T8 bulbs replaced*
  - *All clubhouse outdoor picnic area lightbulbs replaced*
  - *Clubhouse outdoor decorative lighting painted*
  - *5 light bulbs changed on the blvd. street lighting*
  - *Irrigation timer on Plantation Blvd. replaced by Blooming's Landscape*
  - *Pool bathrooms security camera replaced*
  - *Pool safety handrails replaced as needed*
- ***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:***
  - *Pizza Night*
  - *Coffee & Donuts*
  - *Wine & Cheese*

Amenity Management:

1. *Quote from Viasol Lighting for a solar light option on Tara/Plantation (Will be added).*