

**LAKESIDE PLANTATION  
COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS MEETING  
APRIL 10, 2013**

**LAKESIDE PLANTATION  
COMMUNITY DEVELOPMENT DISTRICT  
AGENDA  
APRIL 10, 2013  
7:00 PM MEETING**

Lakeside Plantation Clubhouse  
Located at 2200 Plantation Boulevard, North Port, Florida 34289

<b>District Board of Supervisors</b>	Chair	Patricia Durham
	Vice Chair	Sharon Greisz
	Supervisor	Jane Gallo
	Supervisor	Camille Stephens
	Supervisor	Joe Szewczyk
<b>District Manager</b>	District Management Services, LL	Peter Altman
<b>District Attorney</b>	Straley & Robin	John Vericker
<b>District Engineer</b>	DMK	Dorian Popescu Sr.

*All electronic equipment must be silenced while in the meeting room*

The meeting will begin at 7:00 p.m. with the Chair calling the meeting to order followed by the pledge of allegiance.

**Section 3. AUDIENCE COMMENTS** and provides an opportunity for individuals to comment on agenda items or other items for the good of the community. Additional time may be given for audience comments before the Board takes up each item after hearing the remarks of management and any additional information gathered before the Board takes the item up for consideration. The Audience Comment portion of the agenda is the appropriated time where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. After all of the audience comments are received,

**Section 4. SUPERVISOR REPLIES** will provide each Supervisor with an opportunity to respond or make comment. This is the section in which the Supervisors may request Staff to provide some level of service to the issues raised by residents or other interested parties.

**Section 5. SPECIAL ITEMS** allows for agenda items that may include presentations or other matters that had been determined to best be handled at the start of the meeting due to the level of interest of those in attendance at the meeting or to accommodate professionals or vendors who may be in attendance.

**Section 6. BUSINESS ITEMS**. This section contains items for approval by the District Board of Supervisors that may require discussion, motion and vote. Occasionally, certain items for consideration by the Board within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. .

**Section 7. OLD BUSINESS ITEMS**. This section contains items that have been previously discussed and are waiting for resolution or for approval by the District Board of Supervisors and may require discussion, motion and vote.

**Section 8. BUSINESS ADMINISTRATION – CONSENT ITEMS** contains items that require the review and approval of the District Board of Supervisors as a normal course of business. **Minutes are prepared to summarize the actions of the Board and are time marked to allow for those who desire to listen to audio recordings of the meetings. District Management will assist interested parties in accessing these recordings.** These items are routine in nature and are generally received and/or approved by the Board without debate. If there are any specific items on the consent agenda that any individual Supervisor wants to discuss or address, they will advise the Chair and he/she will pull those items from the consent for separate consideration.

**Section 9. STAFF REPORTS**. This section allows the District Manager, Engineer, Attorney to update the Board of Supervisors on any pending issues that provide information to the Board and may require Board action.

**Section 10. SUPERVISOR REQUESTS** provides each Supervisor with the opportunity to address the Board regarding topics which may be placed on future agendas or for any other communication that the Supervisor chooses. If communication has been received which the chair determines should be included in the meeting book, an additional section entitled **Communication** may be added to the agenda. This section will allow for discussion of any communications from the residents directed to the CDD Board. Agendas can be reviewed by contacting the Manager's office at (813) 873-7300 at least seven days in advance of the scheduled meeting.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 873-7300, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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, at their own expense.

**AGENDA:** The agenda is available from the District's Local Office, and soon after publication to be available for review on the District's website. There shall be an official agenda for every meeting of the Board of Supervisors that will be created by the Chairman and District Manager and distributed seven (7) days in advance of the meeting, which shall determine the order of business conducted at the meeting.

**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 on **Wednesday, April 10, 2013 at 7:00 p.m.** at the Lakeside Plantation Clubhouse, located at 2200 Plantation Boulevard, North Port, Florida 34289. The Agenda is included below.

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. AUDIENCE COMMENTS**
- 4. SUPERVISOR REPLIES**
- 5. SPECIAL ITEMS**
  - A. Bloomings Landscape Proposal To Address Deficiencies..... Tab 1
  - B. PSA Horticulture Report and Discussion of Performance Based Contract Approach..... Tab 2
- 6. BUSINESS ITEMS**
  - A. Review Qualifications of Legal Service Providers..... Tab 3
  - B. Review and Approval of Modified DMS Contract..... Tab 4
  - C. Supervisor Durham Update on Events and Activities ..... Tab 5
  - D. Supervisor Greisz Update on Tennis Courts..... Tab 6
  - E. Supervisor Gallo Update on Clubhouse Facilities ..... Tab 7
  - F. Supervisor Szewczyk Update on Landscaping ..... Tab 8
  - G. Supervisor Stephens Update on Seasonal Decorations..... Tab 9
- 7. OLD BUSINESS ITEMS**
  - A. Review of Capital Program and Formalization of Reserve Funds..... Tab 10
  - B. Consideration of Resolution 2013-03; Setting Public Hearing on District Rules..... Tab 11
- 8. BUSINESS ADMINISTRATION – CONSENT ITEMS**
  - A. Consideration of Minutes for the Board of Supervisors Meeting February 13, 2013 ..... Tab 12
  - B. Consideration of Minutes for the Board of Supervisors Meeting March 13, 2013 ..... Tab 13
  - C. Consideration of Operation and Maintenance Expenditures April 2013..... Tab 14
  - D. Review of Financials Statement Month Ending February 28, 2013..... Tab 15
- 9. STAFF REPORTS**
  - A. District Manager
    - i. Manager’s Report
  - B. District Engineer
  - C. District Council
  - D. Staff Report
    - i. Amenities Report..... Tab 16
    - ii. Maintenance Report..... Tab 17
- 10. SUPERVISOR REQUESTS**
- 11. ADJOURNMENT**

If you have any questions, please do not hesitate to call us at (813) 873-7300.

Sincerely,



Peter Altman  
District Manager

**LAKESIDE PLANTATION  
COMMUNITY DEVELOPMENT DISTRICT**

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District Office ♦ 5680 West Cypress St ♦ Suite A ♦ Tampa, Florida 33607 ♦ (813) 873-7300 ♦ Fax (813) 873-7070

**To: Board of Supervisors**

**From: Peter Altman**

**Date: March 6, 2013**

**Re: Bloomings Landscape proposal to address deficiencies**

Bloomings representative has asked to be provided the opportunity to address the Board regarding their deficiencies. During a recent walkthrough of the property they were provided with comments from both Joe of Vesta and Tom of PSA. The chair agreed to provide them with an opportunity to address the board regarding their proposed corrective actions.

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**To: Board of Supervisors**  
**From: Peter Altman**  
**Date: March 6, 2013**  
**Re: PSA Horticulture Report**

Dear Mr. Altman,

On March 28th, I was able to visit Lakeside Plantation CDD. I had the opportunity to tour the property with Facility Manager Joe Montagna, as well as a Board Supervisor, Camille Stephens.

Some of my findings are listed below:

The center median oleanders were very leggy and needed to be cut back in order to encourage new interior growth and shrub fullness.

Bahia turf should be fertilized twice a year.

The palmetto clumps adjacent to the clubhouse were far too large and need to be pruned. They currently present a safety hazard, as well a place to harbor snakes and other animals.

The turf was very pale in color.

The ornamental grasses at the front entrance were mixed varieties detracting from the landscape.

The ornamental grasses at the front entrance need to be cut back to encourage new growth.

There was a large patch of dollar weed adjacent to the tennis court along the road. This is indicative of excessive irrigation.

The bougenvillea on the front arbors are in need of selective pruning.

Plantings throughout the medians and around the clubhouse appear to be nutrient deficient. Soil tests should be taken to determine nutritional needs.

The palms were in need of trimming. There were a good amount of dead fronds, detracting from the finished look of the landscape.

Annual flowers were missing from the flower beds. The beds were in need of additional potting mix.

It is recommended that shrub trimming be performed monthly, not just four times per year. This will ensure that this component of the landscape always looks its best.

In order for the mowing to look its best, the hard edging should be done with every mowing.

Currently it is only done every other mowing. The current schedule will make it look like the contractor forgot to hard edge.

Some beds appear to have new mulch while other portions have older mulch.

There was bed and turf compaction around the clubhouse.

There were drainage issues around the tennis courts.

Overall, the curb appeal of the property appears to be lacking. The color, and density of the turf and shrubs were poor. The property is fairly small and any corrective actions necessary to enhance the property will not take a long time to correct. The high visibility areas such as the

main entrance and clubhouse need special attention to creating an enticing environment for owner's and guests. That is currently lacking.

PSA will develop a comprehensive set of specifications, which will be performance-based. These specifications will be used to bid out the project. At least 10 qualified bidders will be invited to bid on an "apples to apples" basis. Our performance-based specifications state that in order for the contractor to be paid, they will need to pass a monthly quantitative inspection. Failing the inspection means that the contractor will relinquish 20% of their monthly payment as a penalty. The comprehensive PSA inspection report will be given to the Board, the Manager and the Contractor. The contractor shall have 14 days to correct any deficiencies or face further penalties.

In addition, our specifications include a replacement warranty on all plants, turf and trees. Also, all irrigation repairs that are downstream from the valves are included, so there is no more fighting as to who broke a head or an irrigation line. It is simply taken care of. In order to be fair to the contractor, the warranties apply after any pre-existing conditions are corrected.

I am very confident that PSA can be of assistance to Lakeside Plantation in creating their ideal landscape environment. I would be happy to attend a Board of Supervisors meeting to further explain our services. Please feel free to contact me if you would like any additional information about our firm.

Sincerely,

Tom Picciano  
FNGLA Certified Horticulture Professional

PSA \_\_\_\_\_  
HORTICULTURAL  
Landscape Consulting & Contract Management

“Protecting Your Landscape Investment”

720 Brooker Creek Blvd. #206  
Oldsmar, FL 34677

Ph 727-505-1532  
Fax 727-521-8768

Email: [tom@psagrounds.com](mailto:tom@psagrounds.com)  
Website: [www.psagrounds.com](http://www.psagrounds.com)

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**To: Board of Supervisors**

**From: Peter Altman**

**Date: April 2, 2013**

**Re: Legal Service Providers**

At the last meeting, the Board took action to direct me to solicit legal services to replace the current law firm. Our efforts to reach out to firms were delayed as a result of a change in staffing of my logistics coordinator. Greg Foster has been collecting letters of interest from firms who have been identified as providing services in the North Port area and/or have responded to a legal services request for qualifications advertisement for a Fort Myers CDD. The Chair has also made inquiries of legal service providers and has identified prospective firms as well. Attached, you will find some documentation that has been received for firms which have expressed an interest in serving the District. Additional resumes will be forwarded to the Board as they are received for the Board to review.

The Board will be asked to identify Firms that it would like to invite back to the following meeting for interviews or provide other direction if desired.

**REQUEST FOR QUALIFICATIONS FOR LEGAL SERVICES  
LAKESIDE PLANTATION COMMUNITY DEVELOPMENT DISTRICT**

The LAKESIDE PLANTATION COMMUNITY DEVELOPMENT DISTRICT, located in Sarasota County, Florida announces that professional legal services will be required on a continuing basis. Services will include providing legal advice, preparing reports and resolutions, and any other necessary documents for the overall management of the District and its facilities. Counsel would be expected to attend meetings at the request of the District Manager.

The law firm selected will act in the general capacity of District Counsel and will provide the above legal services as required. Any firm or individual desiring to provide professional services to the District must furnish a resume of its qualifications and past experience and a schedule of fees for the staff members who would be assigned to the District.

Peter Altman

District Manager



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**MARK P. BARNEBEY, ESQ. | Principal**

***Practice Areas***

Local Government, Land Use, Real Estate

***Education***

Legal Florida State University College of Law  
Received Juris Doctorate with "Honors", 1983

Graduate Florida State University College of Social Sciences  
Received Masters of Science in Planning, 1983

Undergraduate Florida State University College of Business  
Received Bachelor of Science, Cum Laude, 1978  
Major: Finance Minor: Government  
Garnet and Gold Key Leadership Society  
President, Magnolia Hall Dormitory

***Certification***

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

***Employment***

Blalock Walters, P.A., Bradenton, Florida  
Principal and Chair of Local Government, Land Use and Education Law Group (2012)

Kirk ▪ Pinkerton, P.A., Bradenton, Florida  
Executive Committee (2010 – 2012)  
Chief Executive Officer (2004 – 2006)  
Shareholder (1999 – 2012)

Manatee County Attorney's Office, Bradenton Florida  
Chief Assistant County Attorney (1997 – 1999)  
Senior Assistant County Attorney (1987 – 1997)  
Assistant County Attorney (1986 – 1987)

Manatee County Housing Authority, Bradenton, Florida  
Pro Bono hearing officer regarding federal housing assistance programs (1994-2003)

Harllee, Porges, Hamlin & Brownell, P.A., Bradenton, Florida  
Land Use and Environmental attorney (1983 – 1986)

BRADENTON  
802 11th Street West  
Bradenton, FL 34205

SARASOTA  
2 North Tamiami Trail  
Suite 408  
Sarasota, FL 34236

941.748.0100 phone  
941.745.2093 fax  
[BlalockWalters.com](http://BlalockWalters.com)



***Awards and Honors***

Ralph Marsicano Award from the City, County, Local Government Section of the Florida Bar (2012)  
Manatee County Bar Association: Outstanding Community Service Leader (2011)  
Florida Planning and Zoning Association: George W. Simons Award for Outstanding Contributions to Planning and Zoning in the State of Florida (2010)  
The Florida Bar, Local Government Law Section: Paul S. Buchman Award for Outstanding Contributions to Local Government Law for the State of Florida (2004)  
The Florida Bar, Local Government Law Section: Award for Contribution to Promoting Professionalism and Ethics (2001)  
The Florida Bar, Local Government Law Section: Award for Outstanding Contributions to the Section (1994)  
The Florida Bar, Local Government Law Section: Award for Outstanding Contributions in the Area of Legal Writing (1992)  
American Planning Association: Palmetto Elementary Complex Project of Merit (2011)  
Florida Planning and Zoning: Palmetto Elementary Complex Outstanding Public/Private Project (2011)  
Who's Who in American Law  
Who's Who in America  
AV Preeminent™ Peer Review Rated by The Martindale-Hubbell® Peer Review Ratings™  
Florida Trend: Legal Elite (2011)  
Selected for inclusion in 2011 Florida Super Lawyers®

***Professional Organizations and Activities***

The Florida Bar:

City, County and Local Government Law Section, Member (1986-present)  
Chair (1999-2000)  
Chair-Elect (1998-1999)  
Secretary-Treasurer (1997-1998)  
Committee Co-Chair, Professionalism and Ethics (2000-2008)  
Executive Council (1994-Present)  
Co-chairman, Joint Land Use and Environmental Seminar (1992-1996)  
Environmental and Land Use Law Section, member (1983-present)  
Grievance Committee, Circuit 12B, Member (1995-1998)  
Chairman (1997-1998)

Manatee County Bar Association

Florida Planning and Zoning Association, State Director (1985-Present)  
State President (1993-1994), President-Elect (1992-1993), Vice President for Policy Affairs (1991-1992), Annual Conference Committee Chairman (1991)

Florida Planning and Zoning Association, Gulf Coast Chapter

Member; President (1988-1989, 1991-1992), Chapter received 1989 Outstanding Chapter award

City of Bradenton Architectural Review Board

Member (1985-2000), Vice Chairman (1991-1997)

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Imagine Manatee: Steering Committee (2003)  
Realize Bradenton: Steering Committee (2008-2009)  
Bradenton Area Economic Development Council Trustee (2005-Present), Secretary (2013)  
Manatee County Historical Commission – Member (2007-Present), President (2008-2010)  
Bradenton Community Redevelopment Agency Public Art Committee (2009-Present), Chair (2011-Present)

***National or State-Wide Professional Presentations***

Speaker, 1995 - 2012, The Florida Bar, City, County, and Local Government Law Certification Review Course, various locations, regarding land use law.  
Speaker, 2003, 2007, 2009 - 2012, Florida Planning and Zoning Association Planning Commission Training Seminar, various locations, regarding land use law and planning.  
Speaker, 1999, 2000, Florida Chamber of Commerce, Growth Management Short Course, Orlando, regarding regulatory takings.  
Speaker, 2012, The Florida Bar, seminar, St. Augustine, regarding public records and sunshine law case issues.  
Speaker, 1996, CLE International Seminar, Orlando, regarding private property rights.  
Speaker, 1995, Florida Municipal Attorneys Seminar, Ft. Myers, regarding quasi-judicial hearings.  
Speaker, 1994, Florida Bar Teleconference Seminar, Orlando, regarding quasi-judicial hearings.  
Speaker, 1992, Florida Bar Seminar, Tampa, regarding non-conforming uses.  
Speaker, 1991, Florida County Attorneys' Association Conference, Orlando, regarding vested rights.  
Speaker, 1987, American Planning Association Conference, New York, regarding impact fees.

***Publications***

Author, "Zoning Disclosure Ordinances: How Much Does the Public Need To Know," Florida Bar Journal, Vol. 46, No. 9 (October, 1992).  
Co-Author, "Quasi-Judicial Land Use Hearings: Does Your Evidence Pass Muster?," Florida Bar Journal, Vol. 49, No. 3 (March 1995).  
Co-Author, "Community Approaches of Development Impact Fees," in Development Impact Fees, edited by Arthur C. Nelson, Planners Press (Washington 1988)

***Admitted to Practice and attorney in good standing***

Florida Supreme Court and lower state courts  
U. S. Supreme Court  
U. S. Court of Appeals, 11th District  
U. S. District Court, Middle District of Florida

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***Professional Activities***

Florida Railroad Experience, Inc.: Director (2012 – Present), Secretary (2013)  
Manatee County Library Foundation: Director (2002-2012), Vice President (2004-2006),  
President (2006-2008), Advisory Board Member (2012 – Present)  
Girls' Club Foundation of Manatee County: Board Member (2010 – Present)  
Habitat for Humanity Finance Committee (2010)  
USF Brunch on the Bay Committee (2005 – Present)  
The Great Outdoors Conservancy: Board Member (2003-2006), Oktoberfest Event  
Co-Chair (2002-2004), Oktoberfest Chair Emeritus (2005-2006)  
Gold Star Club: Founding Member (1999-Present), Board of Directors (2006-Present)  
Manatee River Fair Association: Associate Director (1998-2000), Director (2001-Present)  
Manatee Players: Director (2001 - 2012)  
Arts Manatee Advisory Council: Member (2006-2008)  
Golden Herald Student Awards Judge (2009 - 2012)  
Head Start: Policy Council Member (2001-2003)  
Jessie P. Miller Elementary School Advisory Council: Member (1995-2001), Chairman (1996-  
1998)  
Faith United Methodist Church: Founding Member, Trustee, Finance Committee member,  
former Sunday School Teacher, Administrative Council member, and Youth Leader (1982-  
Present)  
Manatee Area Youth Soccer Organization: Youth Coach (1996-1999)  
Manatee High School: Varsity Basketball Public Address Announcer and Scorekeeper  
(1978-1979), (1983-2000)

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**SCOTT E. RUDACILLE, ESQ. | Principal**

### ***Practice Areas***

Local Government, Land Use, Administrative, Ad Valorem Taxation, Real Estate

Mr. Rudacille serves as counsel to a wide variety of local government entities, including municipal, school district, community development district and inter-local government. He also represents private clients in all aspects of the permitting and development process. His experience working with local governments from both the public and private perspectives gives him the ability to provide insightful advice and craft unique solutions for his clients. Scott is Board Certified in City, County and Local Government Law, and holds an “AV” rating from Martindale Hubbell, representing his commitment to excellence in his field and the highest ethical standards in his practice.

### ***Education***

University of Florida Levin College of Law, Gainesville, Florida  
Juris Doctor with honors (2004); Book Award in Torts

University of Florida, Gainesville, Florida  
Bachelor of Science with honors (2001)  
Major: Zoology; Minor: Business Management

### ***Certification***

Board Certified in City, County and Local Government Law, The Florida Bar  
“AV” Rated by Martindale Hubbell

### ***Bar Memberships***

Florida Bar (2004 – Present, Member in Good Standing)  
United States District Court for the Middle District of Florida (2006 - Present)

### ***Professional***

Manatee County Bar Association (2004 – Present)  
Board of Directors (2010 - 2012)  
President of Young Lawyers Division (2009 - 2010)  
Florida Planning and Zoning Association, Gulf Coast Chapter (2005 - Present)  
Board of Directors (2008 – Present)  
City, County and Local Government Section of the Florida Bar (2004 – Present)  
Environmental and Land Use Law Section of the Florida Bar (2004 – Present)  
Florida Municipal Attorneys Association

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***Presentations***

Florida Planning and Zoning Association State Conference (2008, 2010, 2012)  
Sunshine Law, Public Records Act, and Ethics for Elected Officials  
Environmental and Land Use Law Section, Land Use Committee, Public Workshop (2009)  
Panel Discussion on the Land Use Process  
WSRQ Let's Talk Law with Bill Robertson (2012)  
Sunshine & Public Records Law

***Community***

Planning Commissioner, City of Holmes Beach (2012)  
Bradenton Housing Authority - Board of Commissioners (2011 – 2013)  
Anna Maria Island Chamber of Commerce - Board of Directors (2011 – Present)  
Anna Maria Island Community Center; Board of Directors (2005 – Present); Chair (2013); Vice  
Chairman (2008 - Present)  
Manatee County Gator Club - Board of Directors (2005 – 2009)  
City of Holmes Beach Personnel Board (2006-2008)  
Leadership Manatee Alumni Association

***Awards and Recognitions***

Voted Reader's Choice for Attorney (2006-2009, 2011, 2012); Anna Maria Island Sun  
Newspaper

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## Greg Foster

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**From:** Maggie Mooney-Portale <mmooney-portale@sarasotalawfirm.com>  
**Sent:** Thursday, April 04, 2013 9:46 AM  
**To:** Peter Altman  
**Cc:** Greg Foster; Andy Cohen  
**Subject:** RE: Lexington CDD

Peter,

Thank you for forwarding the ad regarding the CDD attorney position at Lakeside Plantation CDD. Unfortunately, at this time, we just do not think that we can apply for this position. I would highly recommend Mark Barnebey or Scott Rudacille with the law firm of Blalock Walters in Bradenton. I believe they are going to apply for the position - and they will do a good job for the CDD.

Thanks again,  
-Maggie

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**From:** Peter Altman [paltman@dms-us.com]  
**Sent:** Wednesday, April 03, 2013 10:43 PM  
**To:** Maggie Mooney-Portale  
**Cc:** Greg Foster  
**Subject:** RE: Lexington CDD

Maggie,

I have copied Greg Foster who is our new logistics coordinator. The meeting is scheduled for May 13<sup>th</sup> as per the attached copy of the ad.

Pete

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**From:** Maggie Mooney-Portale [mailto:mmooney-portale@sarasotalawfirm.com]  
**Sent:** Tuesday, March 12, 2013 1:22 PM  
**To:** Peter Altman  
**Subject:** Lexington CDD

Peter,  
I hope this finds you doing well. Can you please let me know the date of the next meeting of the Lexington CDD Board of Supervisors and the corresponding deadline to have an item included on the agenda?

Thank you. -Maggie

Maggie D. Mooney-Portale, Esq.  
Hankin, Persson, McClenathen, Cohen & Darnell  
1820 Ringling Blvd.  
Sarasota, FL 34236-5917  
Ph: (941) 365-4950 | Fax: (941) 365-3259  
Board Certified by the Florida Bar in  
City, County and Local Government Law

# **Response to Request for Qualifications for Legal Services**

**Submitted to Lakeside Plantation  
Community Development District  
City of North Port, Florida**

**Hopping Green & Sams**

*Attorneys and Counselors*

**119 S. Monroe Street, Suite 300**

**Tallahassee, Florida 32301**








**Ph: (850) 222-7500**

**Fax: (850) 224-8551**

On behalf of Hopping Green & Sams, P.A. (“HGS”), we appreciate the opportunity to submit this proposal to provide legal representation to the Lakeside Plantation Community Development District (“District”). HGS is a professional association with its practice focused in the areas of administrative and governmental law, appellate practice, utility law, state and local tax, public contract law, and commercial trial practice. Many of our lawyers are devoted to an extensive environmental and land use law practice.

HGS is located in Tallahassee, Florida at the following address and phone number:

119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Ph: (850) 222-7500  
Fax: (850) 224-8551  
[www.hgslaw.com](http://www.hgslaw.com)

	<b>Why HGS?</b>	<b>3</b>
	<b>HGS At A Glance</b>	<b>4</b>
	<b>Unparalleled Knowledge of Community Development Districts</b>	<b>4</b>
	<b>Extensive Community Development District Experience</b>	<b>5</b>
	<b>Attorney Profiles</b>	<b>6</b>
	<b>Billing Information</b>	<b>13</b>
	<b>CDD Expense Reimbursement Policy</b>	<b>14</b>

## Why HGS?

HGS has decades of experience at every level of government and in virtually every part of our home state of Florida. We have navigated the labyrinths of governmental law, from permitting electric power plants to financing infrastructure via special districts to guiding complex real estate transactions to advocating for the passage of legislation that governs your procedural rights before Florida regulatory agencies.

As a tribute to our founders' shared vision, our firm still exists in largely the same structure as it did at its inception. We remain committed to their approach of a client-centric practice of law, where our attorneys accrue distinct subject matter competencies, and then based on a client's needs, the most appropriate attorney – or team of attorneys – will help that client achieve his or her objectives.

Several publications have recognized HGS for the service and value we bring to clients:

- Sixteen of our firm's attorneys were ranked in the 2012 edition of the *Florida Super Lawyers* publication and eight were ranked in *Florida Trend* magazine's 2012 edition of "Florida's Legal Elite."
- Two-thirds of our firm's shareholders are peer rated AV or BV by Martindale-Hubbell.
- Fifteen HGS attorneys were listed in the 2012 edition of the *Best Lawyers in America* publication by Woodward/White Inc., including several who have held this rank for more than ten years. This includes attorneys in the fields of environmental law, energy law, land use and zoning law, real estate law, tax law, and water law.
- Nine attorneys were ranked in *Chambers USA 2012*.
- Since 2010, HGS has consistently had attorneys named in their practice area as the "Best Lawyers' (specialty practice area) Tallahassee Lawyer of the Year."
- Our firm is ranked in the "Best Law Firms Rankings" from U.S. News & World Report and Best Lawyers. HGS received "Metropolitan (Tallahassee) 1st Tier rankings" in the following practice areas: Energy Law, Environmental Law, Land Use & Zoning Law, Litigation-Environmental, Litigation-Land Use & Zoning, Real Estate, and Water Law.
- The firm is listed in *Legal 500 U.S. 2012*, nationally as Tier 3 for Real Estate and Land Use & Zoning law.

When you hire HGS, you hire a legal team with decades of experience at every level of government and in virtually every part of our state.

## HGS At A Glance

Hopping Green & Sams, P.A., located in Tallahassee, Florida, is a professional association, established in 1979, with its practice focused in the areas of administrative and governmental law, appellate practice, utility law, state and local tax, public contract law, and commercial trial practice. Many of our lawyers are devoted to an extensive environmental and land use law practice.

The competence and experience of our lawyers are critical to providing the highest level of client service. We endeavor to recruit the best and most experienced lawyers and law students to our firm. Our lawyers have diverse backgrounds and include graduates of law schools at Duke University, Florida State University, Georgetown University, Oklahoma City University, Stetson University College of Law, Suffolk University, Texas Tech University, University of Florida, University of Georgia, University of Miami, University of Michigan, University of North Carolina at Chapel Hill, University of Richmond College of Law, University of South Carolina, University of Tennessee, and University of Wisconsin at Madison.

HGS currently has a staff of approximately 100 employees. Of the 100 employees, HGS has fifty-one attorneys, four paralegals, nineteen legal assistants and four or five law clerks per semester and summer term.

## Unparalleled Knowledge of Community Development Districts

HGS has attorneys experienced in counseling persons interested in the establishment and effective operation of community development districts such as the District. The establishment of a community development district is only part of a much larger process which includes possible bond validation, financing and development of the project's infrastructure. Having assisted in the creation of numerous districts and now serving as general counsel to many districts, we are quite familiar with this process. We regularly provide advice to districts in contractual matters, bidding, budgeting, and the many other issues with which district boards are confronted on a day-to-day basis. We currently represent approximately 20 districts in Southwest Florida including Charlotte, Sarasota, Collier and Lee Counties.

It is extremely important that counsel to the District be familiar with the significant responsibilities and obligations of the members of the Board of Supervisors. It is also critical that counsel function effectively as a part of the District's "staff" or management team to ensure that the operations of the District are effectively and smoothly administered. In that regard, we have worked with a variety of engineers, consultants, and other attorneys and fully understand the importance of functioning as a team.

HGS has unparalleled knowledge of Chapter 190, Florida Statutes. We have 15 attorneys who personally spend nearly 100% of their legal practice in this area. Our knowledge and experience means that our lawyers can provide services efficiently, and we offer flexible and competitive pricing arrangements based on client needs and circumstances. To ensure responsiveness, we are able to work in small teams, while keeping costs low by using an associate lawyer or paralegal where appropriate. Additional information about us can be found at [www.hgslaw.com](http://www.hgslaw.com).

## **Extensive Community Development District Experience**

HGS has been providing clients with advice regarding the operation of community development districts since 1985. Lawyers from our firm presently serve as general counsel to approximately one hundred and fifty (150) community development districts and other special taxing districts throughout Florida and have established a number of others.

We regularly address all aspects of legal issues affecting CDDs, including public finance, procurement, rulemaking, open meetings and records, ethics, real property conveyances, contracts, construction, boundary amendments, mergers, assessments, foreclosure, and other such issues. Notable clients include some of the largest and most complex special districts in Florida, such as the Tolomato Community Development District, which encompasses over 11,000 acres in St. Johns County; Lakewood Ranch Stewardship District, which encompasses over 23,000 acres and has issued \$110,224,000 in revenue bonds; the Boggy Creek Improvement District, home to the new “medical city” in Orlando; and the Babcock Ranch Community Independent Special District, a special district located in Charlotte County that validated \$10.5 billion in revenue bonds.

We are also adept at addressing the needs of resident-elected boards of supervisors and serve as counsel to numerous such boards around the state. Notable resident-board clients include such districts as the Marshall Creek Community Development District, Julington Creek Plantation Community Development District, Falcon Trace Community Development District, Poinciana Community Development District and Fleming Island Plantation Community Development Districts.



## Attorney Profiles

On the following pages you will find biographical profiles of the lawyers who we expect would be involved in providing services to the District. However, if unique issues or circumstances present themselves such that another attorney in the firm is better suited and able to lend expertise, we will suggest that lawyer be brought into the matter.

# Hopping Green & Sams

Attorneys and Counselors



## Michael C. Eckert

Raised in Southwestern Ohio, Michael has always looked for opportunities to broaden his experiences. As a starting defender on the Hiram College soccer team, Michael traveled the Midwest. He has completed coursework in Cambridge, England, studied botany on Andros Island and backpacked by himself through Europe.

Michael moved to Florida to attend law school in St. Petersburg, Florida. After completing law school in 2 1/2 years, Michael took and passed the Florida and Ohio bar examinations. The day he was sworn into the bar, Michael opened his own law practice in Ohio where he enjoyed practicing in local government, consumer and employment law.

After six years of practice in Ohio, Michael and his wife, Terri, missed the sunshine and moved their family of four back to Florida for Michael to practice local government law with Hopping Green & Sams. Michael's practice focuses on the relationship between local government and its citizens. Michael also has significant litigation experience in both state and federal courts.

### Experience

- Provides legal services in the establishment of community development districts and other special districts.

- Provides legal services to community development districts and other special districts on matters related to contracts, real property, public procurement, construction, finance, and local governments.
- Provides legal services to local governments in the foreclosure of special assessment liens and the defense of special assessment liens in bankruptcy court.
- Prior representation of Ohio municipalities and school districts.
- Civil litigation experience in state and federal trial and appellate courts.

### **Representative Published Decisions**

- *Bach v. First Union National Bank*, No. 04-3899, 149F. App'x 354 6th Circuit (August 22, 2005)
- *Bach v. First Union National Bank*, 486 F.3d 150, 6th Circuit (2007)
- *Wolfe v. Walsh*, Ohio-185 (2008)

### **Education**

- Hiram College, B.A. 1993, cum laude
- Stetson University College of Law J.D., 1995

### **Bar & Court Admissions**

- Florida, 1996
- Ohio, 1996
- U.S. District Court, Southern District of Ohio, 1998
- U.S. Court of Appeals, 6th Circuit, 2004
- U.S. District Court, Middle District of Florida, 2009
- U.S. District Court, Northern District of Florida, 2010
- U.S. District Court, Southern District of Florida, 2012

### **Professional Affiliations**

- City, County and Local Government Law section of the Florida bar, Member.

# Hopping Green & Sams

Attorneys and Counselors



## Jere L. Earlywine

Jere's practice focuses primarily on special taxing districts and related foreclosure and bankruptcy litigation. In this arena, he represents a variety of clients, including both developer and resident controlled districts, as well as bondholders who have interests in such districts. He previously served as a Senior Assistant General Counsel with the Florida Department of Environmental Protection, assisting primarily with the Apalachicola-Chattahoochee-Flint River Basin litigation and Everglades restoration issues. He also previously worked as a federal judicial law clerk with the Honorable G. Kendall Sharp, United States District Judge.

When not practicing law, Jere enjoys spending time with his wife, Rachel, and their two children.

### Experience

- Experience representing landowners and developers regarding the use of special taxing districts as a way to finance and manage infrastructure for development
- Experience serving as general counsel to special taxing districts, addressing among other issues, district establishment, boundary amendments, bond validation, bond issuance and financing, contracts, real property issues, procurement (and bid protests), Sunshine law and public records issues, and other local government issues

- Experience representing special district issuers and bondholders in complex, agreed upon debt restructuring transactions, including bond redemptions, tender offers, forbearance / forgiveness agreements, deeds-in-lieu of foreclosure, bond restructurings, and other “work-out” arrangements
- Experience representing special district issuers and bondholders in foreclosure and bankruptcy proceedings
- Experience representing clients in state and federal bankruptcy, trial and appellate courts, before the Florida Division of Administrative Hearings, before state and federal agencies, and in mediation proceedings

### Education

- Florida State University College of Law, J.D., Summa Cum Laude, 1998
  - Graduated 1<sup>st</sup> of 217; Law Review
- University of South Florida, B.S., Summa Cum Laude, 1994

### Bar & Court Admissions

- Florida, 1998
- U.S. District Courts, Northern (2000), Middle (2000), and Southern (2005) Districts of Florida (including U.S. Bankruptcy Courts for each)
- U.S. Court of Appeals, Eleventh Circuit, 2011

### Professional Affiliations

- Florida Bar Association

### Publications & Presentations

- *The Sun Also Rises: CDDs, Lenders & the Economic Recovery*, Florida Bar Real Property Section, Real Property Finance and Lending Committee (Feb. 2013) (Co-Presenter).
- *Secrets of CDDs: Unveiling the Mysteries and Unlocking the Possibilities*, Florida Bar CLE, Environmental & Real Property Sections (Jan. 2013) (Co-Chair).
- *Law of Easements: Legal Issues and Practical Considerations* (Co-Presenter), Lorman Education Services, February 2009.

# Hopping Green & Sams

Attorneys and Counselors



## Darby K. Scott

Darby counsels special taxing districts on a variety of matters including contracts, property, public procurement, ethics, public records, open meetings and litigation. Prior to serving her clients in this capacity, she served the people of the State of Florida as a Senior Law Clerk to The Honorable Robert T. Benton, II, who currently serves as the Chief Judge of Florida's First District Court of Appeal.

Darby is a north Florida native, born and raised in Pensacola, Florida. She spent time in many places, including Wallingford, Connecticut; Boulder, Colorado; and Winston-Salem, North Carolina, before returning home to Florida and settling down in Tallahassee in 2005. When not working, she enjoys spending time outdoors, running, and traveling with her husband, Robert.

### Experience

- Represented special taxing districts in matters relating to contracting, property, public procurement, ethics, public records and open meetings.
- Represented special taxing districts in various disputes including foreclosures and appellate matters.

- Served as a Senior Law Clerk to The Honorable Robert T. Benton, II, Florida's First District Court of Appeal, from 2007 to 2010.

### **Education**

- Florida State University College of Law, J.D., 2010, with High Honors, Order of the Coif
  - Certificate, International Law, 2007, with High Honors
  - Journal of Transnational Law & Policy
- University of Colorado at Boulder, B.A., 2004, Spanish and International Affairs
  - Universidad de Alcalá, Alcalá de Henares, Spain, 2003

### **Bar & Court Admissions**

- Florida

### **Professional Affiliations**

- Florida Bar, Section on City, County and Local Government Law
- Tallahassee Bar Association, Young Lawyers' Division, Treasurer, Board of Directors
  - Chair, Christmas in July event for local area foster children, 2011 & 2012
  - Secretary, Board of Directors, 2011-2012
- Volunteer, Legal Services of North Florida Advice Hotline

## Billing Information

For services as counsel to the District, we propose to charge an hourly rate for the attorney performing the work plus direct out-of-pocket expenses for travel costs, telephone, postage, and copying charges, etc. The hourly rates for district counsel services to the District are:

Attorney	Rate
Michael Eckert	\$325.00
Jere Earlywine	\$295.00
Darby Scott	\$225.00
Paralegal	\$145.00
Law Clerk	\$125.00

As a firm, we are committed to providing cost effective legal services. While we believe our depth and breadth of experience allows us to meet our clients' needs in a more timely manner, we are also open to negotiate alternative fee structures and arrangements which might best suit a particular client's needs.

We typically charge an hourly rate for general fund, litigation or other routine legal tasks. For matters related to issuance of debt, if any, we may propose a 'not to exceed' flat fee prior to each such issuance or may track our time hourly depending on the District board's preference. Our rates vary depending generally on the experience of that attorney. Associates who are most likely to assist in this work are billed at \$215 to \$245 per hour depending upon experience. Other work by attorneys in the firm would also be performed at their established rates. Our rates are reviewed annually and may be adjusted from time to time in conjunction with such reviews, after providing notice to you. We assure you that we will make every effort to keep legal costs as low as possible while providing services consistent with our professional responsibilities. Itemized bills showing all time spent for services are rendered monthly and are due upon receipt.

A copy of the firm's policy with respect to expenses can be found on the next page. To the extent that Chapter 112, F.S., conflicts with these policies, Chapter 112, F.S., will govern.

## CDD Expense Reimbursement Policy

The following is Hopping Green & Sams' standard expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Telephone. All telephone charges are billed at an amount approximating actual cost.

Photocopying and Printing. In-house photocopying and printing is charged at \$0.25 per page (black & white) and \$.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Facsimile. Outgoing facsimile transmissions are charged at \$1.00 per page. There is no charge for incoming faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, HGS shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, HGS shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, parking fees and business-related telephone, telegraph and facsimile charges shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consultants are employed by the firm, their charges are passed-through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consultant.

Other Expenses. Other outside expenses, such as court reporters, agency copies, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

**LAKESIDE PLANTATION  
COMMUNITY DEVELOPMENT DISTRICT**

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District Office ♦ 5680 West Cypress St ♦ Suite A ♦ Tampa, Florida 33607 ♦ (813) 873-7300 ♦ Fax (813) 873-7070

**To: Board of Supervisors**  
**From: Peter Altman**  
**Date: April 3, 2013**  
**Re: Modified DMS Contract**

At the last meeting, the Board took action to bring the amenity service provider Vesta in for a six month contract. This action resulted in the release of the local employees from DMS to allow Vesta to take the amenity management over. By most accounts, this has been accomplished with a smooth transition and with a positive attitude by all parties involved.

One of the requests made by the Chair was for DMS to reduce its basic services contract to account for functions that it had previously been responsible for and for which the amenity services contract would best handle. I have reviewed the original contract and have modified the scope of services to reduce the level of services in the area of field services as well as other areas where I believe there can be further saving to the District resulting from the oversight and training components of Vesta.

I have provided the attached revised proposed contract with a substantial and further reduction to the cost of management for the District. I am requesting that the Board accept our offer to reduce our contract fees and to allow us to develop the team approach that we think will work best for the district over the next six months with Vesta. We would request that you redirect the savings to the automation of the meeting books and improvements to the website and other communication tools. As you have already determined that you will want to put the amenity services out for proposal in six months, we would suggest that the simultaneous request for management proposals would allow for the Board to consider more options to include both single service providers and firms who provide both services.

Regarding DMS, for the record, we do provide staffing services in other communities but those services are primarily in smaller communities where only a few employees are in place. We also do have communities where DMS is responsible for more than just a few employees, but those employees are employees of those Districts and not of DMS, and there is on-sight management which has more management experience than currently exists at Lakeside. My advice to Lakeside was made specifically for your community and due in part to the location and specific expertise needed for your community which I believe that Vesta could best offer. I look forward to the chance to participate in a successful budget process and an active summer of events and activities. I fully intend to stay engaged and participate in the improvement of the maintenance and the services provided to your community.

**AGREEMENT BETWEEN  
LAKESIDE PLANTATION COMMUNITY DEVELOPMENT DISTRICT  
AND DISTRICT MANAGEMENT SERVICES, LLC  
FOR MANAGEMENT AND FINANCIAL SERVICES**

THIS AGREEMENT, is made and entered into as of the \_\_\_\_\_ day of April, 2013 by and between the Lakeside Plantation Community Development District, (the "**District**"), whose mailing address is 5680 W. Cypress Street, Suite A, Tampa, Florida 33607 and the firm of District Management Services, LLC (the "**Manager**"), whose mailing address is 5680 W. Cypress Street, Suite A, Tampa, Florida 33607.

WITNESSETH:

WHEREAS, the District desires to employ the services of the Manager for the purpose of providing non-exclusive management, financial and miscellaneous services for the Lakeside Plantation Community Development District, as required to meet the needs of the District during the contract period; and

WHEREAS, the Manager desires to assist the District with such matters.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

1. The District hereby engages the Manager for the services described in **Exhibit "A"** attached hereto and incorporated by reference herein (the "**Scope of Services**").
2. The District agrees to compensate the Manager in accordance with the fee schedule set forth in **Exhibit "B"** attached hereto and incorporated by reference herein (the "**Fee Schedule**"), which amount shall be payable in equal monthly installments no later than the last day of each month for which the services are provided, and may be amended annually as evidenced by the budget approved by the Board of Supervisors of the District (the "**Board**"). The total and cumulative amount of this Agreement shall not exceed the amount of funds annually budgeted for these services. In addition, the District agrees to compensate the Manager for reasonable, reimbursable expenses incurred during the course of performance of this Agreement, including, but not limited to, out-of-pocket expenses for travel, express mail, computerized research, word processing charges, long distance telephone, postage, photocopying, courier, and computer services as outlined within the Fee Schedule. The fees for the first and last month services under this agreement, shall be pro-rated based upon the number of days in which the Manager provided services during that month.
3. Subject to the provisions for termination as set forth below, the term of this Agreement shall begin on September \_\_, 2012. This agreement shall be automatically renewable each Fiscal Year of the District (October 1 – September 30), unless otherwise terminated by either party. The Agreement may be terminated as follows:
  - a. Upon written notice by the District for "good cause" which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by Manager, unless Paragraph "C" of this section applies; or

- b. Upon the dissolution or court-declared invalidity of the District; or
  - c. By either party, for any reason, upon sixty (60) days written notice provided; however, should this Agreement be terminated, Manager will take all reasonable and necessary actions to transfer all the books and records of the District in his possession in an orderly fashion to the District or its designee.
4. The Manager shall devote such time as is necessary to complete the duties and responsibilities assigned to the Manager under this Agreement.
  5. The Manager shall indemnify and hold harmless the District from and against any and all liabilities, claims, losses, actions, damages, judgments, costs and expenses of whatever nature, including counsel fees and costs, incurred by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of any property, violations of law, or otherwise in connection with: (i) the acts or omissions of the Manager or its related parties relating in any way to the performance or nonperformance, as the case may be, of the services in connection with the Agreement or (ii) the failure by the Manager to comply with the requirements or provisions of the Agreement.
  6. Prior to commencing the services under this Agreement, at all times during the term of this Agreement, the Manager shall maintain in full force and effect, at the Manager's expense, the following insurance: (i) Workers' Compensation insurance as required by applicable law, (ii) Commercial General Liability insurance, including personal injury, with limits not less than one million dollars (\$1,000,000) per occurrence, and (iii) Errors and Omissions insurance with limits not less than two million dollars (\$2,000,000). Manager shall require the insurers to give the District at least thirty (30) days prior written notice of modification or cancellation, and shall provide that the District be named as "a named additional insured". Upon execution of this Agreement, and thereafter from time to time upon request by the District, Manager shall provide the District with a certificate evidencing such insurance.
  7. The signature on this Agreement by the Manager shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of this Agreement.
  8. The Manager represents that it presently has no interest and shall acquire no interest either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Section 112.311, Florida Statutes. The Manager further represents that no person having any interest shall be employed for said performance.
  9. The Manager shall promptly notify the District in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Manager's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Manager may undertake and request an opinion of the District as to whether the association, interest or circumstance would, in the opinion of the District, constitute a conflict of interest if entered into by the Manager. The District agrees to notify the

Manager of its opinion by certified mail within thirty (30) days of receipt of notification by the Manager. If, in the opinion of the District, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Manager, the District shall so state in its opinion and the association, interest, or circumstance shall not be deemed in conflict of interest with respect to services provided to the District by the Manager under the terms of this Agreement. This Agreement does not prohibit the Manager from performing services for any other special purpose-taxing district, and such Assignment shall not constitute a conflict of interest under this Agreement.

10. The Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Manager to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Manager any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
11. The Manager warrants and represents that all of its employees are treated equally during employment without regard to race, color, physical handicap, religion, sex, age or national origin.
12. The Manager hereby represents and warrants that it has and will continue to conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards.
13. The District acknowledges that the Manager is not an attorney and may not render legal advice or opinions. Although the Manager may participate in the accumulation of information necessary for use in documents required by the District in order to finalize any particular matters, such information shall be verified by the District as to its correctness provided, however, that the District shall not be required to verify the correctness of any information originated by the Manager or the correctness of any information originated by the Manager which the Manager has used to formulate its opinions and advice given to the District.
14. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Sarasota County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

15. All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the District shall be mailed to the following parties:

**District Management Services, LLC,**  
5680 W. CYPRESS STREET, SUITE A  
TAMPA, FLORIDA 33607  
ATTENTION: BRIAN K. LAMB

and

LAKESIDE PLANTATION  
COMMUNITY DEVELOPMENT DISTRICT  
5680 W. CYPRESS STREET, SUITE A  
TAMPA, FLORIDA 33607  
ATTENTION: BRIAN K. LAMB

**with a copy to:**

District's Counsel  
Straley & Robin  
Attn: Mark K. Straley, Esq.  
1510 W. Cleveland Street  
Tampa, Florida 33606

16. The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and no force and effect. Further this Agreement may be amended only in writing upon mutual consent of the parties hereto. This Agreement supersedes and replaces all previous agreements between the Manager and the District
17. No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the anticipated type and amount of work to be performed during the next twelve (12) month period. Such evidence of price adjustments will be approved by the District in its adopted Fiscal Year Budget.

**(Intentionally left blank)**

IN WITNESS WHEREOF, the Board of Supervisors of the Lakeside Plantation Community Development District has made and executed this Contract on behalf of the District and the Manager have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

**LAKESIDE PLANTATION  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_, Chairman of the Board of Supervisors

**Signed and Sealed in the presence of:**

**DISTRICT MANAGEMENT SERVICES, LLC**

\_\_\_\_\_  
Brian K. Lamb, Manager

## Exhibit "A"

### Scope of Services

#### A. Management Services

1. **District Management Services** - District Management Services to be provided to the CDD shall include the following:
  - Attending all meetings of the Board of Supervisors ("Board") and provide the Board with meaningful dialogue of the issues before the Board for action.
  - Identification of significant policies, including analysis of policy implementation with administrative and financial impact statement and effect on the District
  - Preparation of District Budget.
  - Implementation of budget directives.
  - Assist the District with obtaining grants and alternative funding for relevant goods and services as appropriate
  - Preparation of specifications and coordination for the following services:
    - Insurance, General Liability along with Directors and Offices Liability
    - Independent Auditor Services
    - Such other services as may be identified from time to time
  - Provide all required annual disclosure information to the local government in the County in which the District resides:
    - Public Facilities Report
    - Designation of Registered Office and Registered Agent
    - Public Meeting Schedule
    - Audited Financial Statement
  - Ensure compliance with the following statutory requirements:
    - Facilitate, provide workspace and all documentation needed for Annual Financial Audit
    - Annual Financial Report
    - Public Depositor Report
    - Proposed Budget
    - Map and Amendments
    - Public Facilities Report
    - Registered Office and Registered Agent
    - Regular Public Meeting Schedule
    - Provide Oath of Office and notary public for all newly elected members of the Board
    - Update District reporting requirements as the legislature periodically updates reporting requirements

Coordinate with Sarasota County Supervisor of Elections for the election of the Board of Supervisor seats on the general election ballot as appropriate

Serve as District liaison to applicable local, state, and federal government agencies and departments

Visit the CDD site and facilities twice a month for operations and administration review, provided recommendations to CDD site staff to enhance services and gather information to report to the Board on status.

2. **Administrative Services** - Recording Secretary Services to be provided to the District shall include the following:
  - Prepare all Board Agendas and coordinate receipt of sufficient material for Board of Supervisors to make informed policy decisions

- Prepare and advertise all notices of meetings in an authorized newspaper of general circulation in the County in which the District is located
- Record and prepare minutes of all meetings of the Board of Supervisors including regular meetings, special meetings, workshops and public hearings
- Record meetings of the Board to maintain an accurate public record
- Maintain minutes and resolutions in perpetuity for the District and send to the appropriate governmental agencies in accordance with Florida Law
- Maintain District Seal
- Postage and Reproduction
- Printing and Binding of documents
- Satisfying public records requests in a timely manner
- **Penalty Clause-** Failure to meet deadlines results in \$100 fine if reoccurring increase \$100 up to \$500

**3. Personnel Management Services**

- District Manager will oversee the activities of the amenities service provider, and provide advice and guidance as appropriate.

**4. Facilities Management**

- Protect and monitor the maintenance and repair of District facilities to include; all structures, improvements and facilities on District land including landscaping, drainage, wetlands, clubhouse and amenities.
- Oversee the task list administered by the amenities provider to insure the prompt and complete resolution of repairs, improvements and significant issues.
- Develop, maintain and update a Reserve for Repair and Replacement Schedule to identify, plan and fund major capital repairs or replacements as needed. Include annual review and adjustment of the schedule in annual budget presentation.
- Solicit proposals and/or bids, provide analyses for the Board and oversee all projects which are identified on the Repair and Replacement Schedule or over \$5,000.00 in value.
- Maintain site maps and logs explaining locations of District facilities and insurance information.
- Provide on-call services for emergencies.

**5. Field Services**

- Monitor all Landscaping, Irrigation, Wetland and Pond Maintenance Contracts for compliance issues and meet with vendors on-site to resolve failures or disputes raised or identified.
- Provide in-house expertise to provide vendor and staff oversight as it pertains to the maintenance of the District's landscaping, aquatics, and facilities.
- Within the first 30 days of the Agreement, evaluate the performance of all existing operational vendors, the scopes of services under which maintenance is currently conducted, and provide the Board with a report and recommendations.
- Develop and manage Requests for Proposals to include attendance at pre-bid meetings, bid openings and evaluation and recommendations to the Board.
- The Operations Manager will personally conduct monthly inspections of all landscaping, facilities and staff and provide reports to the Board.
- Once per month, the Operations Manager will conduct a walk-through with each major vendor. At a minimum, these vendors shall include the landscape maintenance vendor, aquatics vendor, pool maintenance vendor, and any other vendor as requested by the Board.
- All tasks and directives to the District's vendors shall be tracked and updated through an action item database specifically tailored to the District's needs.
- The Field Operations Inspector shall conduct community inspections on a minimum of once a month and work with the site employee to develop skills necessary to oversee pool maintenance, access card maintenance and contract compliance. The purpose of the inspections are to identify any community deficiencies, be available to assist the District's employees in their daily tasks, and

report on vendor progress, and communicate community status and issues to the Operations Manager.

- Schedule and meet with residents and the appropriate staff members and/or vendors to provide direction, assistance and or recommendations as appropriate in response to requests for information or assistance.
- Provide cease and desist notices, and other appropriate communication in response to violations of rules and policies relating to conservation lands and SWFWMD compliance issues and community rule violations.
- Oversee the process of enforcement of parking rules and other directives as identified by the Board of Supervisors relating to the parks and other District lands.
- Schedule tasks for ongoing maintenance or repair of District lands and facilities and verify completion or progress. Use web-based task management program and keep current.
- Develop proposals and suggestions for improvements to the efficiency and/or quality of maintenance programs.
- Provide a monthly update to the District Manager for inclusion in his management report to the Board.

6. **Miscellaneous Services** - Miscellaneous Services provided to the District shall be authorized as requested by the Board and separately negotiated.

**B. Financial Services** - Financial Services to be provided to the District shall include the following:

1. **Accounting** - Accounting Services to be provided to the District shall include the following:
- Prepare a Budget that achieves maximum cost-to-benefit equity for approval
  - Submit a Preliminary Budget to Board in accordance with Chapter 190, Florida Statutes
  - Modify Preliminary Budget for consideration by Board at the District's advertised Public Hearing
  - Prepare a Budget and Assessment Resolutions as required by Chapter 190, Florida Statutes
  - Establish Budget Public Hearing(s) and dates
  - Establish Board workshop dates (if required)
  - Coordinate Budget preparation with District Board, Engineer and Attorney
  - Prepare Budget Resolution approving the District Manager's Budget and authorization to set public hearing
  - Prepare Budget Resolution adopting the District Manager's Budget, as modified by the Board
  - Prepare Assessment Resolution levying the assessments on the property in the District and assessment roils, unless the preparation of the assessment roles is separately contracted out by the District
  - Prepare and maintain a property database by using information obtained by local Property Appraiser secured-roil
  - Review and compare information received from the Property Appraiser to prior years' roils, to ensure that the District roils are in compliance with the law and all pertinent information is reviewed to prepare accurate assessments
  - Periodically update the database for all activity such as transfer of title, payment of annual assessment, prepayment of principal
  - Act as the primary contact to answer Property Owner questions regarding special assessments, tax, bills, etc.
  - Provide payoff information to Property Owner upon request
  - Upon adoption of the budget and assessments, coordinate with the office of the Property Appraiser and Tax Collector to ensure correct application of assessments and receipt of District funds
  - Attend workshop(s) and public hearing(s) and be available to answer questions by the Board and the public.
  - Prepare and coordinate applications for:
    - Federal I.D. Number
    - Tax Exemption Certificate

- Establish and maintain Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB)
- Prepare Required Investment Policies and Procedures pursuant to Chapter 218, Florida Statutes
- Prepare Annual Financial Report for Units of Local Government and Distribution to the State Comptroller
- Prepare Public Depositor's Report and distribution to State Treasurer
- Coordinate and Distribute Annual Public Facilities Report and distribution to appropriate agencies
- Administer purchase order system and periodic payment of invoices
- Coordinate tax collection and miscellaneous receivables
- Prepare bid specifications for the purchase of services and commodities pursuant to Florida Statutes
- Prepare all required schedules for year end audit
- Prepare schedule of Bank Reconciliations
- Prepare cash and Investment Confirmations for distribution to Authorized Public Depositories and Trustee of District Bond Issues
- Prepare analysis of Accounts Receivable
- Prepare schedule of Inter-fund Accounts
- Prepare schedule of Payables from the Governments
- Prepare schedule of all Prepaid Expenses
- Prepare debt Confirmation Schedules
- Prepare schedule of Accounts Payable
- Prepare schedule of Changes in Fund Balances
- Prepare schedule of Assessment Revenue compared to Budget
- Prepare schedule of Interest Income and provide Reasonableness Test
- Prepare schedule of Investments and Accrued Interest
- Prepare analysis of All Other Revenue
- Prepare analysis of Interest expenses and Calculate Accrued Interest Expense at Year End
- Prepare schedule of Operating Transfers
- Prepare schedule of Cash Receipts and Cash Disbursements
- Prepare analysis of Cost of Development and Construction in Progress
- Prepare analysis of Reserves for Encumbrances
- Prepare analysis of Retainage Payable
- Prepare Amortization and Depreciation Schedules
- Prepare General Fixed Asset and General Long-Term Debt Account Groups
- General Fixed Asset Accounting
- Assets constructed by or donated to the District for maintenance
- Prepare inventory of District property in accordance with the Rules of the Auditor General
- Application of the special assessment allocation methodology and required modifications due to such items as: 1) changes in land uses or densities, 2) re-configured parcels, or 3) platting of lots
- Update special assessments pursuant to the requirements of a true-up mechanism outlined in the special assessment allocation methodology
- Assist in the levy and collection of special assessments and operation and maintenance assessments
- Preparation and certification of the annual non-ad valorem capital and operation and maintenance assessment roll
- Financial or cash flow analysis

**2. Investment Management**

- Develop an investment policy statement
- Manage the investment process in coordination with the Trustee regarding the purchase and sale of qualified investments
- Maintain adequate accounting statements of all investments

- Provide quarterly presentations to the District

## Exhibit "B"

### Fee Schedule

Our philosophy with respect to our District Management Service fee is to provide the lowest "all-inclusive" cost for our clients. The fees below represent a flat fee. There will be no additional charges related to printing, production, fax, telephone and travel, within the Scope of Services. This ensures our clients' fee expectations are met efficiently and within budget. We can ensure our ability to meet this objective through the utilization of modern technology and our firm's available resources and commitment to provide the highest level of service.

The fees assessed by District Management Services, LLC ("Manager") for service is separated based on the needs of the District, determined by development and operational needs.

<b>"All-Inclusive Fees"</b>		
<b>District Management and Financial Services</b>		
	<b>Monthly</b>	<b>Annually</b>
Management and Accounting Services	\$3,600	\$43,200

### ADDITIONAL FEE SCHEDULE

In the event that the Board authorizes work outside of the Scope of Services, this additional fee schedule shall apply. These additional fees are for the production of communication distributed to the community at large and for items above and beyond the scope of this contract at the direction of the Board of Supervisors.

Photocopying, Printing, and Scanning: In-house photocopying, printing, and scanning is charged at \$0.15 per page for black and white copies single side, \$0.20 per page for double-sided and \$0.50 per page for color copies. Contracted copy service is billed at cost.

Postage & Mailing Fees: Invoiced at cost plus 5%.

Additional Hourly Services: Services as requested, detailed and approved by the Board of Supervisors, in a "not to exceed" total with an estimated hourly and professional requirement, applicable for requested services outside the standard scope of services. The fees for the professionals shall be billed at the following rates:

<b>District Manager</b>	\$225.00 per hour	<b>Financial Consultant</b>	\$175.00 per hour
<b>Accountant</b>	\$ 75.00 per hour	<b>Operations Manager</b>	\$ 75.00 per hour
<b>Secretarial</b>	\$ 45.00 per hour		

### PENALTIES

For any failure to perform any item described in the Scope of Services of this agreement, the Board may assess a penalty of \$100.00. Any subsequent failure of that service may be assessed an additional \$100.00 (for a total of \$200.00). The level of penalty cannot exceed \$500.00.

**LAKESIDE PLANTATION  
COMMUNITY DEVELOPMENT DISTRICT**

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District Office ♦ 5680 West Cypress St ♦ Suite A ♦ Tampa, Florida 33607 ♦ (813) 873-7300 ♦ Fax (813) 873-7070

**To: Board of Supervisors**

**From: Peter Altman**

**Date: April 2, 2013**

**Re: Update on Events and Activities**

The last few weeks have been challenging as the staff has made decisions which have resulted in a departure of some past practices which intermingled some District events with private enterprise. The resistance to these changes has resulted in pressure on the staff and in some cases in compromise which has been made in cases where plans had been underway. At the heart of the matter is the issue of using the District's resources to promote and or participate in the management of or preparation of the facilities for profit making endeavors. We are confident that clear and concise rules and standards can be articulated that will help to avoid confusion in the future. With Vesta now on site and officially in place for just the last 3 days, we expect that recommendations will be forthcoming.

**LAKESIDE PLANTATION  
COMMUNITY DEVELOPMENT DISTRICT**

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District Office ♦ 5680 West Cypress St ♦ Suite A ♦ Tampa, Florida 33607 ♦ (813) 873-7300 ♦ Fax (813) 873-7070

**To: Board of Supervisors**  
**From: Peter Altman**  
**Date: April 2, 2013**  
**Re: Update on Tennis Courts**

This item has been placed on the agenda to allow for an update on the scheduling and cost for the tennis court resurfacing. In addition, we hope to be able to develop a timeline for providing recommendations for the level of fees, lesson policies and guest policies which have been a topic of discussion.

**LAKESIDE PLANTATION  
COMMUNITY DEVELOPMENT DISTRICT**

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District Office ♦ 5680 West Cypress St ♦ Suite A ♦ Tampa, Florida 33607 ♦ (813) 873-7300 ♦ Fax (813) 873-7070

**To: Board of Supervisors**

**From: Peter Altman**

**Date: April 2, 2013**

**Re: Update on Clubhouse Facilities**

This item has been placed on the agenda to provide for a discussion of efforts underway in the review of the clubhouse facilities.

**LAKESIDE PLANTATION  
COMMUNITY DEVELOPMENT DISTRICT**

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District Office ♦ 5680 West Cypress St ♦ Suite A ♦ Tampa, Florida 33607 ♦ (813) 873-7300 ♦ Fax (813) 873-7070

**To: Board of Supervisors**

**From: Peter Altman**

**Date: April 2, 2013**

**Re: Update on Landscaping**

PSA grounds, a landscape inspection company, made a site visit on the same day that Bloomings was performing a walk through review of the landscaping with Joe Montanta. Tom Picciano will be in attendance at the meeting to share his observations and recommendations for a new landscape contract. Attached is a copy of his summary for your review.

**LAKESIDE PLANTATION  
COMMUNITY DEVELOPMENT DISTRICT**

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District Office ♦ 5680 West Cypress St ♦ Suite A ♦ Tampa, Florida 33607 ♦ (813) 873-7300 ♦ Fax (813) 873-7070

**To: Board of Supervisors**  
**From: Peter Altman**  
**Date: April 2, 2013**  
**Re: Update on Seasonal Decorations**

There is no report to provide staff with this month.

**LAKESIDE PLANTATION  
COMMUNITY DEVELOPMENT DISTRICT**

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District Office ♦ 5680 West Cypress St ♦ Suite A ♦ Tampa, Florida 33607 ♦ (813) 873-7300 ♦ Fax (813) 873-7070

**To: Board of Supervisors**

**From: Peter Altman**

**Date: April 2, 2013**

**Re: Review of Capital Program and Formalization of Reserve Funds**

This item has been placed on the agenda to allow for the Board to provide direction on both the level of funding to be transferred to the reserves as well as the expectations for the updating of the cost analysis that was done several years ago by reserve advisors. We are obtaining a quote from them and also will have alternative approaches for the Board to discuss.

**RESOLUTION 2013-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF LAKESIDE PLANTATION COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATE, TIME, AND PLACE OF A PUBLIC HEARING AND AUTHORIZING PUBLICATION OF NOTICE OF SAID HEARING FOR THE PURPOSE OF ADOPTING UNIFORM RULES OF PROCEDURE**

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

**WHEREAS**, the Board of Supervisors of Lakeside Plantation Community Development District (hereinafter the "Board") is authorized by Section 190.011(5) to adopt rules and orders pursuant to Chapter 120, F.S.; and

**WHEREAS**, in accordance with Section 120.54(5), the District must comply with the adoption of Uniform Rules of Procedure as established by the Florida Administration Commission; and

**WHEREAS**, the District shall adhere to the rulemaking process as outlined in Section 120.54, F.S.;

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

**Section 1.** A Public Hearing will be held for the adoption of Uniform Rules of Procedure, attached herein as Exhibit A, on \_\_\_\_\_, at \_\_\_\_\_, at \_\_\_\_\_, **located at**  
\_\_\_\_\_.

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

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

**PASSED AND ADOPTED THIS 10TH DAY OF APRIL, 2013.**

**LAKESIDE PLANTATION  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**CHAIR**

**ATTEST:**

\_\_\_\_\_  
**SECRETARY**

**RULES OF PROCEDURE**

**LAKESIDE PLANTATION COMMUNITY DEVELOPMENT DISTRICT**

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**RULES OF PROCEDURE  
LAKESIDE PLANTATION COMMUNITY DEVELOPMENT DISTRICT**

1.0 Organization

(1) Lakeside Plantation Community Development District (the “District”) was created pursuant to the provisions of Chapter 190, Florida Statutes and was established to provide for 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 the Rules shall be applicable within all other sections, unless specifically stated to the contrary.

**Specific Authority:** s.s. 190.011(5), 120.53(1)(a), Fla. Stat.

**Law Implemented:** s.s. 190.011(5), 120.53(1)(a), Fla. Stat.

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 must be residents of the State of Florida and citizens of the United States of America. The Board shall exercise the powers granted to the District.

(a) Board members shall hold office for the term specified by Section 190.006, 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).

(b) Three (3) members of the Board physically present at the meeting location shall constitute a quorum for the purposes of conducting business and exercising its powers and for all other purposes. However, if three (3) or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. 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.

(2) Officers. At the first Board meeting held after each election or appointment where the newly elected members take office, the Board shall select a Chairman, Vice-Chairman, Secretary, Assistant Secretary, and Treasurer.

(a) The Chairman must be a member of the Board. If the Chairman resigns from that office or ceases to be a member of the Board, the Board shall

select a Chairman, after filling the vacancy. The Chairman serves at the pleasure of the Board. The Chairman or Vice-Chairman shall be authorized to sign checks and warrants for the District, countersigned by the Treasurer. The Chairman shall convene and conduct all meetings of the Board. In the event the Chairman is unable to attend a meeting, the Vice-Chairman shall convene and conduct the meeting. The Chairman or Vice-Chairman may request the District Manager or other district staff to convene and conduct any meeting of the Board.

- (b) The Vice-Chairman shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If the Vice-Chairman resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairman, after filling the Board vacancy. The Vice-Chairman 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. The District Manager may serve as Secretary.
  - (d) The Treasurer need not be a member of the Board but must be a resident of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3), Florida statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of 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, 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 the District Office and shall be available for inspection by the public.
  - (5) Meetings. The Board shall establish each fiscal year, an annual schedule of regular meetings, which shall be submitted to the county and the state of Florida. All meetings of the Board shall be open to the public in accord with the provisions of Chapter 286, Florida Statutes.
  - (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143, 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 Chapters 112 and 190, Florida Statutes, as amended from time to time.

- (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. 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 attached 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 they have 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 shall immediately be provided to other Board members and shall read publicly at the next meeting held subsequent to the filing of the written memorandum.

**Specific Authority:** s.s. 190.001, 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.006, 190.007, 112.3143, Fla. Stat.

1.2 Public Information and Inspection of Records.

- (1) Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the “Records of Proceedings”, may be copied or inspected at the District Office during regular business hours.
- (2) Copies. Copies of public records shall be made available to the requesting person at the current rate authorized under Section 119.07(4), Florida Statutes. The requesting person may be required to pay for any charges in advance.

**Specific Authority:** s.s. 190.011(5), 120.53, Fla.Stat.

**Law Implemented:** s.s. 190.06, 119.07, 120.53, Fla. Stat.

### 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 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 shall state:
  - (a) The date, time and place of the meeting 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;
  - (d) Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 994-1001. If you are hearing or speech impaired, please contact Florida Relay Service at 1-800-955-8770, who can aid you in contacting the District Office.
  - (e) 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.
- (2) Agenda. The District Manager, under the guidance of the Chairman or those members of the Board calling for the meeting/hearing/workshop, shall prepare a notice and an agenda of the meeting/hearing/workshop. The notice and agenda shall be available to the public at least seven (7) days before the meeting/hearing/workshop except in an emergency. The agenda may be changed before or at the meeting/hearing/workshop by a vote of the Board.
  - (a) 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
    - Review of minutes
    - Specific items of old business
    - Specific items of new business

Staff reports

- (a) District Counsel
- (b) District Engineer
- (c) District Manager

Supervisor's requests and comments

Audience questions and comments

Adjournment

- (3) Minutes. The Secretary shall be responsible for keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting.
- (4) Receipt of Notice. 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.
- (5) Emergency Meetings. The Chairman, or Vice-Chairman if the Chairman is unavailable, may convene an emergency meeting of the Board without first having complied with subsections (1), (2) and (4), to act on emergency matters that may affect the public health, safety or welfare. Whenever possible, the Chairman shall make reasonable efforts to notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. 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. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one major newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (6) Public Comment. The Board shall set aside a reasonable amount of time at each regular meeting for public comment. The time for audience comment shall be identified in the agenda. Persons wishing to address the Board are required to notify the Secretary of the Board prior to the "Audience Comment" section of the agenda. At the Board's discretion, each person wishing to address the Board will be given a three (3) minute time limit for their comments, in the interest of time and fairness to other speakers.
- (7) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008, Florida statutes. Once adopted in accord with Section 190.008, 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.

- (8) Continuances. Any meeting of the Board or any item or matter included on the agenda for a meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, time and location publicly announced at the meeting where the item or matter was included on the agenda.
- (9) Resident Committee Meetings. The Board may establish resident committees as needed. Such committee meetings shall be noticed to the public at least seven (7) days in advance. Notice shall be posted at the clubhouse and if available the District website.

**Specific Authority:** s.s. 190.005, 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.007, 190.008, 120.53, 286.0105, 120.54, Fla. Stat.

## 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.
- (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 proposed rules 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 paragraph (3). The notice of rule development shall indicate the subject area to be addressed by rule development, provide short, plain explanation of the purpose and effect of the proposed rule, cite specific legal authority for the proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available.
  - (b) All rules shall be drafted in accord with Chapter 120, 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 or the Laws of Florida 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), 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 must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled or required under Florida Statutes. Except when the intended action is the repeal of a rule, the notice shall include a reference both to the date on which and to the place where the notice of rule development that is required by subsection (2) appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District 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 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 District Chairman 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 for the initiation of rulemaking proceedings pursuant to Section 120.54(7), Florida Statutes, must contain the name, address and telephone number of the Petitioner, specific action requested, specific reason for adoption, amendment, or repeal, the date submitted, and shall specify the text of the proposed rule and the facts showing that the Petitioner is regulated by the District, or has substantial interest in the rulemaking, shall be filed with the District. The Board shall then act on the petition in accordance with Section 120.54(7), Florida Statutes, except that copies of the petition shall not be sent to the Administrative Procedure Committee, and notice may be given in a newspaper of general circulation in the county in which the District is located.

- (6) Rulemaking Materials. After the publication of the notice to initiate rulemaking, 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, Florida Statutes; and
  - (d) The published notice.
- (7) Rulemaking Proceedings – No Hearing. When no hearing is requested or required under Florida Statutes and the Board chooses not to initiate a hearing on its own, or if the rule relates exclusively to organization, practice or procedure, the Board may direct the proposed rule be filed with the District Office no less than twenty-eight (28) days following notice. Such direction may be given by the Board either before initiating the rule adoption process or after the expiration of the twenty-one (21) days during which affected persons may request a hearing.
- (8) Rulemaking Proceedings – Hearing. If the proposed rule does not relate exclusively to organization, practice or procedure, the District shall provide, upon request, 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. Any affected person may request a hearing within twenty-one (21) days after the date of publication of the notice of intent to adopt, amend or repeal a rule.
- (9) Request for Public Hearing.
- (a) A request for a public hearing shall be in writing and shall specify how the person requesting the public hearing would be affected by the proposed rule. The request shall be submitted to the District within twenty-one (21) days after notice of intent to adopt, amend, or repeal the rule is published as required by law, in accordance with the procedure for submitting requests for public hearing stated in the notice of intent to adopt, amend or repeal the rule.
  - (b) If the notice of intent to adopt, amend, or repeal a rule did not notice a public hearing and the District determines to hold a public hearing, the District shall publish notice of a public hearing in a newspaper of general circulation within the District 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.

- (c) Written statements may be submitted by any person within a specified period of time prior to or following the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (10) 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.
- (11) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54, Florida Statutes.
- (12) Variations and Waivers. Variations and waivers from District rules may be granted to the provisions and limitations contained in Section 120.542, Florida Statutes.

**Specific Authority:** s.s. 190.011(5), 190.011(15), 120.54, 190.035, Fla. Stat.

**Law Implemented:** s.s. 120.54, 190.035(2), Fla. Stat.

### 3.0 Decisions Determining Substantial Interests.

- (1) Conduct of Proceedings. Proceedings may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. Notice of both action taken by the District and the District's intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If a hearing is held, the Chairman shall designate any member of the Board (including the Chairman), District Manager, District General Counsel, or other person to conduct the hearing.

The person conducting the hearing may:

1. Administer oaths and affirmations;
  2. Rule upon offers of proof and receive relevant evidence;
  3. Regulate the course of the hearing, including any prehearing matters;
  4. Enter orders;
  5. Make or receive offers of settlement, stipulation, and adjustment.
- (a) The person conducting the hearing 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.
- (b) The District shall issue a final order within forty-five (45) days:
1. After the hearing is concluded, if conducted by the Board;
  2. After a recommended order is submitted to the Board and mailed to all parties, if the hearing is conducted by persons other than the Board; or
  3. After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.
- (2) Eminent Domain. After determining the need to exercise the power of eminent domain pursuant to Subsection 190.11(11), Florida Statutes, the District shall follow those procedures prescribed in Chapters 73 and 74, Florida statutes. Prior to exercising the power of eminent domain, the District shall:
- (a) Adopt a resolution identifying the property to be taken;
  - (b) If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county if the taking will occur in an unincorporated area, or of the municipality if the taking will occur within the municipality.

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

**Law Implemented:** s.s. 190.011(11), Fla. Stat.

#### 4.0 Purchasing, Contracts, Construction and Maintenance.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017, Florida Statutes, the following procedures, definitions and rules are outlined for the purchase of professional, construction, maintenance, and contract services, and goods, supplies, materials, and insurance.
- (2) Definitions.
  - (a) “Continuing contract” is a contract for professional services (of a type described above), entered into in accordance with this Rule, between the District and a firm whereby the firm provides professional services for the District for work of a specified nature with no time limitation, except that the contract shall provide a termination clause.
  - (b) “Contractual services” means rendering time and effort rather than furnishing specific goods or commodities. Contractual services do not include legal (including attorneys, paralegals, court reporters and expert witnesses, including appraisers), artistic, auditing, health, or academic program services, or professional services (as defined in Section 287.055(2)(a), Florida Statutes and these Rules) and shall generally be considered the services referenced by Section 287.012(8), Florida Statutes. Contractual services do not include the extension of an existing contract for services if such extension is provided for in the contract terms.
  - (c) “Emergency purchases” means a purchase necessitated by a sudden unexpected turn of events (e.g. acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive solicitation would be detrimental to the interests of the District.
  - (d) “Goods, supplies and materials” do not include printing, insurance, advertising, or legal notices.
  - (e) “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 involved. It includes printed instructions prescribing conditions for bidding, evaluation criteria, and provides for a manual signature of an authorized representative.
  - (f) “Lowest Responsible bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by

the Board, and (iii) is the lowest cost to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.

- (g) “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 performed by an architect, professional engineer, landscape architect or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (h) “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, 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 from time to time by the State of Florida Department of Management Services to reflect inflation or other measures.
- (i) “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 government entity or political subdivision of the state.
- (j) “Request for Proposal” 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, proposal instructions, work detail analysis and evaluation criteria as necessary.
- (k) “Responsive bid/proposal” means a bid or proposal which conforms in all material respects to the specifications and conditions in the invitation to bid or request for proposal and these Rules, and the cost components of which are appropriately balanced. A bid/proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, Fla. Stat.

#### 4.1 Purchase of Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time, shall be purchased under the terms of these Rules. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising or legal notices.
- (2) Procedure. When a purchase of goods, supplies or materials is within the scope of this Rule, the following is appropriate:
  - (a) The Board shall cause to prepare an Invitation to Bid or Request for Proposal, as appropriate.
  - (b) The Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
  - (c) The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail.
  - (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bide or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.
  - (e) The Lowest Responsive and Responsible Bid or Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines that it is in the best interests of the District. In the event the bids exceed the amount of funds available to be allocated by the District for this purchase, the bids may be rejected. The board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board.
  - (f) Notice of award or 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, and by posting same in the District Office for seven (7) days.
  - (g) If only one response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement of goods, supplies or materials. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps reasonably

necessary in order to proceed with the procurement of goods, supplies, and materials.

- (h) If the District does not receive a response to its competitive solicitation, the District may proceed to purchase such goods, supplies, materials, or construction services in the manner it deems in the best interests of the District.
- (i) 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:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, Fla. Stat.

#### 4.2 Contracts for Construction of Authorized Project.

(1) Scope. All contracts for the construction or improvement of any building, structure or other public construction works authorized by Chapter 190, 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, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and comply with the bidding procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. In the event of conflict between these Rules and Section 255.20, Florida statutes, the latter shall control. A project shall not be divided solely to avoid the threshold bidding requirements.

(2) Procedure.

- (a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than \$500,000 must be noticed at least thirty (30) days prior to the date of submittal for bids.
- (b) The District may maintain lists of persons interested in receiving notices of Invitation to Bid or Requests for Proposals. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
- (c) To be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of its bid proposal:

1. Hold all required applicable state professional licenses in good standing.
2. Hold all required applicable federal licenses in good standing, if applicable.
3. If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
4. Meet any special pre-qualification requirement set forth in the bid/proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid or proposal, if required by the District.

- (d) Bids or proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposals. Bids or proposals shall be evaluated in accordance with the Invitation to Bid or Request for Proposal and these Rules.
- (e) To assist in the determination of the lowest responsive and responsible bidder, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the lowest responsive and responsible bidder, the District Representative may consider, in addition to the factors described in the Invitation or request, the following:
  1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
  2. The past performance of each bidder or proposer for the District and in other professional employment settings.
  3. The willingness of each bidder or proposer to meet time and budget requirements.
  4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
  5. The recent, current, and project workloads of the bidder or proposer.

6. The volume of work previously awarded to each bidder or proposer.
  7. Whether the cost components of each bid or proposal are appropriately balanced.
  8. Whether the bidder or proposer is a certified minority business enterprise.
- (g) The Lowest Responsive and Responsible Bid/Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders not receiving a contract award shall not be entitled to recover costs of bid preparation or submittal from the District.
- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, or by hand deliver, or by overnight delivery service, and by posting the same in the District Office for seven (7) days.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, 255.0525, Fla. Stat.

#### 4.3 Contracts for Maintenance Service.

- (1) Scope. All contracts for maintenance of any District facility or project shall be let under the terms of these Rules if the cost exceeds the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time by the State of Florida Department of Management Services. The maintenance of these facilities or projects may involve the purchase of contract services and /or goods, supplies or materials as defined herein. Where a contract for maintenance of such facility or project includes goods, supplies or materials and/or contract services, the District may in its sole discretion, award the contract according to the Rules in this subsection in lieu of separately bidding for maintenance, goods, supplies and materials, and contract services. However, a project shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure.

- (a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
- (b) The District may maintain lists of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
- (c) In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:
  - 1. Hold the required applicable state and professional licenses in good standing.
  - 2. Hold all required applicable federal licenses in good standing, if any.
  - 3. Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation.
  - 4. Meet any special pre-qualification requirements set forth in the bid proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

- (d) Bids or Proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposal. Bids and Proposals shall be evaluated in accordance with the Invitation or Request and these Rules.
- (e) To assist in the determination of the Lowest Responsive and Responsible Bid or Proposal, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the Lowest Responsive and Responsible Bid or Proposal, the District Representative may consider, in addition to the factors described in the Invitation or request, the following:

1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
  2. The past performance of each bidder or proposer for the District and in other professional employment settings.
  3. The willingness of each bidder or proposer to meet time and budget requirements.
  4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
  5. The recent, current, and project workloads of the bidder or proposer.
  6. The volume of work previously awarded to each bidder or proposer.
  7. Whether the cost components of each bid or proposal are appropriately balanced.
  8. Whether the bidder or proposer is a certified minority business enterprise.
- (g) The Lowest Responsive and Responsible Bid or Proposal may be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders not receiving a contract award shall not be entitled to recover costs of bid preparation or submittal from the District.
- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, or by hand deliver, or by overnight delivery service, and by posting the same in the District Office for seven (7) days.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, Fla. Stat.

#### 4.4 Purchase of Insurance.

- (1) Scope. The purchase of life, health, accident, hospitalization, legal expense, or annuity insurance, or all or any kind 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 these Rules. 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 Invitation to Bid shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
  - (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 Office for inclusion on the list shall receive notices by mail.
  - (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 to Bid 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 which 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, if any, to the District Officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall need of the District, its officers, employees and/or dependents.

- (h) Notice of the award or 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 service, and by posting the same in the District Office for seven (7) days.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 112.08, Fla. Stat.

#### 4.5 Procedure for Purchasing Contractual Services.

- (1) Scope. All purchases for contractual services (except for maintenance services) may, but are not required to, be made by competitive Invitation to Bid. If state or federal law prescribes with whom the District must contract, or established the rate of payment, then these Rules shall not apply. A contract involving both goods, supplies, and materials plus contractual services may, at the discretion of the Board, be treated as a contract for goods, supplies, and materials.
- (2) Procedure. When a purchase of contractual services is within the scope of this Rule (and the District has elected to follow this procedure), the following procedure shall be followed:
  - (a) The Board shall cause to be prepared a notice of Invitation to Bid or Request for Proposal, as appropriate.
  - (b) Notice of Invitation to Bid shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. The District shall make a good faith effort to provide written notice, by United States Mail, to persons who provide their names and addresses to the District Office for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with these Rules and shall not be the basis for a protest of any contract award.
  - (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid and Request for Proposal. Bids and proposals shall be evaluated in accordance with Invitation to Bid or Request for Proposal and these Rules.
  - (e) If only one (1) response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement for contractual

services from such bidder or proposer. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps are reasonably necessary in order to proceed with the procurement of the needed contractual services.

- (f) The Board has the right to reject any and all bids or proposals. The reservation regarding the right to reject shall be included in all solicitations and advertisements. If the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected. Bidders and proposers not receiving a contract award shall not be entitled to recover any costs of bid or proposal preparation or submittal from the District.
- (g) The Lowest Responsive and Responsible Bid or Proposal may be accepted by the District. The Board may require bidders to furnish bid, performance and/or other bonds with a reasonable surety to be approved by the Board.
- (3) Notice. Notice of contract award, including the rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by United States Mail, overnight delivery, or by hand delivery, and by posting same in the District Office for seven (7) days.
- (4) Contract Renewal. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract, unless otherwise provided in the initial contract. Renewal shall be contingent upon satisfactory performance evaluations by the District.
- (5) Contract Manager and Contract Administrator. The Board may designate a representative to function as contract manager, who shall be responsible for enforcing performance of the contract terms and conditions and serve as the liaison with the contractor. The Board may also designate a representative to function as contract administrator, who shall be responsible for maintaining all contract files and financial information. One person may serve as both contract manager and administrator.
- (6) Emergency Purchase. The District may make an emergency purchase of contractual services 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.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033(3), Fla. Stat.

#### 4.6 Procedure Under Consultant's Competitive Negotiations Act.

In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following procedures are outlined for selection of firms or individuals to provide professional services exceeding the thresholds herein described and in the negotiation of such contracts.

- (1) Qualifying Procedures. In order to be eligible to submit a bid proposal, a firm must, at the time of receipt of the bid:
  - (a) Hold all required applicable state professional licenses in good standing.
  - (b) Hold all required applicable federal licenses in good standing, if any.
  - (c) If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
  - (d) Meet any pre-qualification requirements set forth in the project or bid specifications. Qualification standards may include, but are not limited to, capability and adequacy of personnel, past record, and experience of the bidding entity.

Evidence of compliance with this Rule may be submitted with the bid, if requested by the District.

- (2) Public Announcement. Prior to a public announcement that professional services are required for a project, the Board shall identify the project as meeting the threshold requirement. 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 by publishing a notice providing a general description of the project and 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 District may maintain lists of persons interested in receiving such notices. These persons are encouraged to submit annually statements of qualifications and performance data. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail. The Board has the right to reject any and all bids, and such reservation shall be included in the public announcement. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.
- (3) Competitive Selection.
  - (a) The Board shall review and evaluate the data submitted in response to the notice described above regarding qualifications and performance ability,

as well as any statements of qualification of file. The Board shall conduct discussions with, and may require public presentation by firms regarding their qualifications, and/or public presentation, select and list the firms, 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:

1. The ability and adequacy of the professional personnel employed by each firm.
2. Each firm's past performance for the District in other professional employment settings.
3. The willingness of each firm to meet time and budget requirements.
4. The geographic location of each firm's headquarters or office in relation to the project.
5. The recent, current, and projected workloads of each firm.
6. The volume of work previously awarded to each firm.
7. Whether a firm is a certified minority business enterprise.

Nothing in these Rules shall prevent the District from evaluating and eventually selecting a firm if less than three (3) responses, including responses indicating a desire not to submit a formal bid on a given project, are received.

- (b) If the selection process is administered by a person other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(4) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as the most qualified to perform the required professional services.
- (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, 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 within twenty-one (21) days 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 unless modified by the Board, 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 within twenty-one (21) days (unless modified by the Board to the contrary) 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 any of the selected firms within twenty-one (21) days (unless modified by the Board to the contrary) additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
  - (e) Once an agreement with a firm or individual is reached, notice of the award or intent to award, including the 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, and by posting same in the District Office for seven (7) days.
- (5) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.
- (6) 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:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.011(3), 287.005, 190.033, Fla. Stat.

## 5.0 Bid Protests Under Consultants' Competitive Negotiations Act.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal shall be in accordance with this section.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), by certified/registered mail return receipt requested, by hand delivery, or by overnight delivery service (which shall be deemed delivered by the next business day), and by posting same in the District Office for seven (7) days. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Section 5.2 of the Rules of Lakeside Plantation Community Development District shall constitute a waiver of proceedings under those Rules."
- (2) Filing. Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The notice of protest shall identify the procurement by title and number or any other language that will enable the District to identify it, shall state that the person intends to protest the decision, and shall state with particularity the law and facts upon which the protest is based. With respect to a protest of the specifications contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the notice of the project plans and specifications (or intended project plans and specifications) in an Invitation to Bid or Request for Proposals, and the formal written protest shall be filed within seven (7) days after the date when notice of protest is filed. Failure to file a notice of protest, or failure to file a formal written protest, shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon a receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process (or the contract and award process) until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the award process may continue.
- (4) District shall stop the bid solicitation process (or the contract and award process) until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the award process may continue.

- (5) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest my mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays and legal holidays, upon receipt of a formal written request.
- (6) Proceedings. If the subject of a protest is not resolved by mutual agreement, a proceeding shall be conducted in accordance with the procedural guidelines set forth in Section 3.0.

**Specific Authority:** s.s. 120.57(3), 190.011(5) Fla. Stat.

**Law Implemented:** s.s. 120.57(3), 190.033, Fla. Stat.

### 5.1 Protests With Respect To Contracts Awarded Or Bid Documents.

The resolution of any protests regarding Bid Documents or the decision to award a contract for a bid or proposal shall be in accordance with section 5.1.

- (1) Notice. The District shall give all bidders or proposers written notice of a decision to award or to reject all bids by posting the notice in the District Office for seven (7) days, with a copy being provided to all submitting firms by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), by certified/registered mail return receipt requested, or by hand delivery. The notice shall include the following statement: “Failure to file a written protest with the District within seventy-two (72) hours following the receipt of notice of the District’s decision to award a contract shall constitute a waiver of any objection to the award of such contract.”
- (2) Filing.
  - (a) Any firm or person who is affected adversely by a District decision to award a contract shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the notice of the District’s decision, and shall file a formal written protest with the District within seven (7) calendar days after timely filing the initial notice of protest. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt of the District. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the District’s decision or contract award. The formal written protest shall state with particularity the facts and law upon which the protest is based.

- (b) With respect to a protest regarding the Bid Documents, including specifications or other requirements contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest with respect to the aforesaid plans, specifications or contract documents.
- (3) Award Process. Upon receipt of a timely filed notice of protest, the District shall abate the contract award process until the protest is resolved by final Board action. However, if the District determines particular facts and circumstances require the continuance of the contract award process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the contract award process may continue. In such circumstances, the contract awarded shall be conditioned on the outcome of the protest.
- (4) 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 posted in the office of the District not less than three (3) calendar days prior to such informal proceeding, with copy being mailed to the protestant and any substantially affected person or parties. Within fifteen (15) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (5) 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 above, the District shall schedule a formal hearing to resolve the protest in accordance with the procedural guidelines set forth in Section 3.0.

**Specific Authority:** s.s. 120.53(5), 190 011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, Fla. Stat.

## 5.2 Bid Protests Relating to Any Other Award.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid proposal under Sections 4.1, 4.2, or 4.5 shall be in accordance with Section 5.2.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), by certified/registered mail return receipt requested, by hand delivery, or by overnight delivery service (which shall be deemed delivered on the next business day), and by posting same in the District Office for seven (7) calendar days.
- (2) Filing. Any person who is adversely affected by the District's decision or intended decision shall file with the District a notice of protest in writing within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process or the contract and award process until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.
- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within five (5) days, excluding Saturdays, Sundays and legal holidays, of receipt of a formal written protest.
- (5) Hearing. If the subject of a protest is not resolved by mutual agreement, the District shall hold a proceeding in accordance with the procedural guidelines set forth in Section 3.0.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, Fla. Stat.

## 6.0 Design-Build Contract Competitive Proposal Selection Process.

- (1) Scope. The District may utilize design-build contracts for any public construction project for which the Board determines that use of such contracts in the best interest of the District. When letting a design/build contract, the District shall use the following procedure:

- (a) The District shall utilize a design criteria professional meeting the requirements of Section 287.055(2)(k) when developing a design criteria package, evaluating the responses or bids 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 or may be retained using Section 4.6, Procedure Under Consultant's Competitive Negotiations Act.
- (b) A design criteria package for the construction project shall be developed and sealed by the design criteria professional. The package shall include concise, performance –oriented drawings or specifications of the project, and shall include sufficient information to put interested firms on notice of substantially all of the requirements of the project. 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. All 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.
- (c) The Board, in consultation with the design criteria professional, shall establish the standards and procedures for the evaluation of design-build proposals based on price, technical, and design aspects of the project, weighted for the project.
- (d) After the design criteria package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited, pursuant to the design criteria by the following procedure:
  - 1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least seven (7) days for submittal of proposals, unless the Board, for good cause, determines a shorter period of time is appropriate.
  - 2. The District may maintain qualifications information, including: capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small Business and Minority Assistance Act of 1985, and other factors, on design-build firms. Such firms shall receive a copy of the request for proposals by mail.
  - 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 license in good standing, as defined by Section 287.055(2)(h), 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 Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation;
- (d) Meet any special prequalification requirements set forth in the design criteria package.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

- (e) The Board shall select no fewer than three (3) design-build firms as the most qualified, based on the information submitted in the response to the request for proposals, and in consultation with the design criteria professional, shall evaluate their proposals based on the evaluation standards and procedures established prior to the solicitation of requests for proposal.
- (f) 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 to be 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 with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third firm. 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.
- (g) After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
- (h) The design criteria professional shall evaluate the compliance of the project construction with the design criteria package, and shall provide the Board with a report of the same.

- (2) 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.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, 255.20, Fla. Stat.

7.0 District Auditor Selection Procedures.

Prior to selecting an auditor to conduct the annual financial audit as required in section 218.39, Florida Statutes, the District shall use the auditor selection procedures as required under section 218.391, Florida Statutes.

**Specific Authority:** s. 190.011(5), Fla. Stat.

**Law Implemented:** s. 218.391, Fla. Stat.

8.0 Effective Date.

These Rules shall be effective April 10, 2013.

# LAKESIDE PLANTATION COMMUNITY DEVELOPMENT DISTRICT

February 13, 2013 Minutes of Meeting

## Minutes of Regular Board of Supervisors Meeting

The Regular Board of Supervisors Meeting of the Lakeside Plantation Community Development District was held on Wednesday, February 13, 2013 at 7:00 p.m., at the Lakeside Plantation Clubhouse, located at 2200 Plantation Boulevard, North Port, Florida 34289.

### 1. CALL TO ORDER/ROLL CALL

Mr. Altman called the regular meeting of the Board of Supervisors of the Lakeside Plantation Community Development District to order on Wednesday, February 13, 2013 at 7:00 pm.

Board Members Present and constituting a quorum:

Patricia Durham	Chair
Sharon Greisz	Vice Chair
Jane Gallo	Supervisor
Joe Szewczyk	Supervisor
Camille Stephens	Supervisor

Also Present:

Peter Altman	District Manager, District Management Services, LLC
John Vericker	District Attorney, Straley & Robin
Dorian Popescu Sr.	District Engineer, DMK
Welch	Tennis
Rich Huddleston	Blooming
Residents	

### 2. PLEDGE OF ALLEGIANCE

Supervisor Durham led the Pledge of Allegiance.

### 3. AUDIENCE COMMENTS

Residents addressed the Board with their comments and requests.

- A resident requested tables and chairs to make it easier for the residents to take notes during the meeting.
- A resident brought up the addition of new TVs in the exercise room which was brought forward at last month's meeting.
- A resident agreed about having tables at the meeting. She was also concerned with the security system of the club house and tennis courts.
- A resident stated she would like to see the cabinet removed from the gym since she feels it doesn't serve a purpose.
- A resident stated that the roster of current residents hasn't been updated since 2007. He would like to see one with names, addresses and phone numbers. The Board informed that this information was provided on the website resident log in and was updated fairly recently. Supervisor Durham stated that she would provide him with a physical copy.
- A resident requested for instructions on how to log onto the neighborhood website.
- A resident stated that she had seen large amounts of fire ant mounts.

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#### 4. SUPERVISOR REPLIES

Supervisor Stephens agreed that there was a huge ant problem within the community. She also added there was a lot of dog poop not being picked up by owners. She agreed that the new TVs would be a good addition to the gym but wasn't sure about the cabinet removal since they would have to figure out where to move it to.

Supervisor Szewczyk stated that he liked the idea of adding tables for residents to work on during the meetings and agreed they had an ant problem.

Supervisor Greisz stated that security was on her long list of things to do because it was an issue that definitely needed to be revisited. She was also concerned with the access cards and suggested this needs to be reevaluated such as checking how often they are used and by whom. She agreed that moving the cabinet in the gym was somewhat of a good idea but that they would have to check the condition of the floor underneath.

*Mr. Altman asked that item 7A. Old Business Items- Landscape Services and Inspection Options be moved in the agenda.*

##### **A. Landscape Services and Inspection Options**

Mr. Huddleson stated that he was well aware of the fire ant issue and that they have been working on getting rid of them.

He informed the Board that Blooming had taken soil samples of all the bulb heads going down Plantation Boulevard but that the results were not in yet. He suggested that the soil samples would tell why the flowers weren't doing well. He informed the Board that Bloomings would give them credit for any dying plants when they do their spring planting.

He indicated Steve was working on a proposal for trash cans by the picnic tables which are falling apart.

Steve read off the proposals from blooming which included:

- Plantation Blvd. and Scarlet Blvd. 10- 3 gallon petite oleanders pink \$180.
- Install 15 1 gallon Mexican petunias \$120.
- Bulb head corner of scarlet and plantation 10 -3 gallon petite oleanders pink \$180.
- Basketball court and parking lot is just dirt right now but they might add mulch there and some bushes for the cost of \$216.
- Corner of plantation and scarlet- 6 - 3 gallon petite oleanders pink \$108.

Regarding plants in front of the clubhouse that were doing poorly, Mr. Huddleston stated they were testing the soil. Bloomings will replace the plants pending soil sample.

The Board and residents discussed the need to add more mulch to the flower beds as waiting until the fall was too far away.

A resident mentioned that soil samples were taken a year ago but no one ever heard the results. Supervisor Gallo stated she had a copy of the results and would bring them into the clubhouse but stated that the result had said the soil was okay.

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**5. SPECIAL ITEMS**

**6. BUSINESS ITEMS**

**A. Consideration of Forming Committees**

102 Mr. Altman discussed the results of the workshop with the Board. He went over some basic  
103 material pertaining to the Sunshine Law such as making sure the public is invited to all meetings.  
104 He read from his memo that had committees that were recommended for consideration to see if  
105 any of the public would be interested in them.

106  
107 Mr. Altman stated that a social events and activities committee had been recommended for the  
108 activities that go on at the clubhouse. The Board discussed the benefit of using a group of people  
109 to help plan activities. Another discussed committee was one for facility usage, which would  
110 deal with rental policy and what kind of activities would be sponsored by the District. Some  
111 other committees mentioned for consideration were a tennis committee, clubhouse facilitate  
112 committee, landscape committee, and seasonal decorations committee.

113  
114 The Board discussed whether these committees would be on going like the social events  
115 committee or committees that would do special projects and determination of the application of  
116 the Florida Sunshine Law.

117  
118 Supervisor Gallo stated that she did not find the need for a seasonal committee but would instead  
119 like to have a committee that would be called on by the office staff when they need help deciding  
120 on decorations for certain holidays.

121  
122 The Board discussed establishing a volunteer group that would work with the staff to help in  
123 planning social events and activities. The residents would work with Ms. Harrington to help her  
124 plan events such as the wine and cheese social.

125  
126 Many residents expressed that they didn't understand the big discussion about the community  
127 helping plan activities at the clubhouse. Supervisor Greisz mentioned cannot continue to come  
128 up with different activities every month by herself, but that only a few people (5-8) were really  
129 needed to help plan community events. Supervisor Greisz stated that if a committee was started  
130 then it could potentially be subject to the Sunshine Law and that's why she would prefer the  
131 resident to send out emails looking for volunteers when needed.

132  
133 (01:04:54)

MOTION TO:	Approve the Establishment of the Social Events and Activities Committee which will be established by DMS.
MADE BY:	Supervisor Greisz
SECONDED BY:	Supervisor Szewczyk
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED

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4/1 Motion passed; Jane Gallo Opposed

Supervisor Greisz stated that one of the potential committees discussed was a tennis committee. This committee would help develop tennis procedures such as who could reserve courts, how to reserve courts, who could become members, and revealed a guest fee. Her concern was that it would be subject to the Sunshine Law which would require that every meeting be advertised and minutes would have to be taken as well. It was stated that Supervisor Greisz suggested that instead a Board member could volunteer to speak with residents about any tennis issue and take their findings to the Board with any problems or issues. Supervisor Greisz stated that this would then not be a committee so no longer subject to the Sunshine Law. She volunteered to be the Board member to do this and offered that she would draft up any ideas or recommendations to present to the Board on a later date for their input.

The Board agreed this would be a good idea to do for all the proposed committees. The Board agreed that Supervisor Greisz would work to handle the tennis issues as outlined. Supervisor Gallo was identified to handle the clubhouse facilities, such as the TV update. Supervisor Durham will handle the events and activities committee. Supervisor Szewczyk accepted to handle the landscaping. Supervisor Stephens accepted the responsibility of the seasonal/holiday decorating.

**B. Resolution 2013-02; Establishing Reserve for Replacement of Assists**

Mr. Altman informed the Board about the resolution to establish an emergency reserve within the general fund which would be designated as a separate committed fund. He stated that this would be separate cash in the bank balance separate from the regular reserves making it two different categories. This would comply with some accounting rules to allow the Board to have a say that the money is set aside for that purpose.

Supervisor Greisz discussed how these funds would be accessed and the need for another capital asset reserve fund.

Mr. Altman told the Board that this would be a balance sheet item. He stated that the current budget would be looked at and then a dollar amount would be decided (on a later date) to put aside for this.

(01:18:55)

MOTION TO:	Adopt Resolution 2013-02; Establishing Reserve for Replacement of Assests.
MADE BY:	Supervisor Greisz
SECONDED BY:	Supervisor Szewczyk
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 5/0 Motion passed unanimously

**C. Resolution 2013-03; Setting Public Hearing on District Rules**

185 Mr. Altman reported that this topic was presented at the last meeting and that it is the process  
186 that happens in beginning of forming of District. He suggested waiting to present and finalize  
187 these rules until the future when a public hearing can be held and well-advertised.

188 (01:21:12)

189	MOTION TO:	Approved Resolution 2013-02 to Finalize Rules and
190		Procedures for the April 10, 2013 CDD Meeting.
191	MADE BY:	Supervisor Durham
192	SECONDED BY:	Supervisor Greisz
193	DISCUSSION:	None further
194	RESULT:	Called to Vote: Motion PASSED
195		5/0 Motion passed unanimously

196  
197 **D. Resolution 2013-04; Spending Authority**

198 Mr. Altman discussed this resolution which would allow expenses and bills to be paid when they  
199 became due. He outlined the authorized which would allow non-recurring expenses up to \$1000  
200 to be paid with Mr. Altman's approval. and allow authority for emergency expenses of more  
201 than \$2,500 or less but not exceeding \$10,000. Mr. Altman recommended its approval to the  
202 Board.

203  
204 Supervisor Greisz wanted to know the current spending authority of the DMS. Mr. Altman  
205 informed her that everything they purchased he had to approved by the board and that there was  
206 a spending limit.

207  
208 (01:28:31)

209	MOTION TO:	Adopt Resolution 2013-04; Spending Authority.
210	MADE BY:	Supervisor Szewczyk
211	SECONDED BY:	Supervisor Stephens
212	DISCUSSION:	None further
213	RESULT:	Called to Vote: Motion PASSED
214		5/0 Motion passed unanimously

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216 **7. OLD BUSINESS ITEMS**

217 **B. Update on Tennis Shades**

218 Supervisor Greisz reported on requests from tennis players complaining that there is no shade to rest  
219 while playing. She had been looking into adding awnings on the fences but a problem arose since USDA  
220 guidelines require 10 feet of clearance between the awnings and the courts. She stated there was not  
221 enough room. Further research was offered.

222  
223 Welch had evaluated the courts and reported that the courts would need to be substantially renovated once  
224 the season is over.

225 Residents discussed that they would like to see some sort of membership fees set in place for the  
226 nonresident players which constitute around 85% of the players who used the courts.

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**C. Bond Holder Request to Modify Terms**

A man stated that the bond council had recommended that the Board not to approve or consider the proposed amendment of the trust indenture of the bonds. The Board council had reported to Mr. Altman he was not aware of any community that changed had face amounts of bonds.

(01:43:30)

MOTION TO:	Take no Action on the Supplemental Agreement between Lakeside and US Banks and Associate.
MADE BY:	Supervisor Durham
SECONDED BY:	Supervisor Szewczyk
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 5/0 Motion passed unanimously

**8. BUSINESS ADMINISTRATION- CONSENT ITEMS**

**A. Consideration of Minutes for the Board of Supervisors Meeting October 10, 2012**

The Board reviewed the minutes from the October 10, 2012 meeting making some corrections such as a motion stating it passed unanimously even though the results were 4-1.

**B. Consideration of Minutes for the Board of Supervisors Meeting November 28, 2012**

The Board approved the minutes with the corrections of Mr. Popescu, District engineer, was added to the list as being present. Some spelling and grammar changes were made.

**C. Consideration of Minutes of the Board of Supervisors Meeting January 09, 2013**

The Board approve the minutes with corrections on the first page had a residents name misspelled. A HOA member was referred to as the HOA President needed to be changed.

(01:51:33)

MOTION TO:	Accept the Minutes from October 10, 2012, November 28, 2012, and January 09, 2013 with the Corrections Noted.
MADE BY:	Supervisor Greisz
SECONDED BY:	Supervisor Szewczyk
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4-1 Motion passed. Supervisor Durham opposed do to her objection of the shared meeting notes.

273 **D. Consideration of Operation and Maintenance Expenditures February 2013**

274 The Board discussed the different expenses and bills that have been paid this month and that still needed  
275 to be paid.

276  
277 Supervisor Greisz stated that there was an invoice that had been billed for \$682.50 for legal advice on the  
278 proposed amendment. The Board was not happy with the high cost and moved to have the management  
279 company look into the invoice from US bank.

280

281 (01:56:50)

282	MOTION TO:	Approve the Request for Management Company to
283		Address Invoice from the Trustees.
284	MADE BY:	Supervisor Szewczyk
285	SECONDED BY:	Supervisor Greisz
286	DISCUSSION:	None further
287	RESULT:	Called to Vote: Motion PASSED
288		5/0 Motion passed unanimously

289

290 **E. Consideration of Financials Statement Month Ending October 31, 2012**

291 The Board reviewed the Financials Statements from October 2012 and December 2012. They discussed  
292 how last year budget had was close to 39% of it delegated to fix the streets which totaled around  
293 \$118,000.

294

295 The Board discussed a chart that compared the activity levels from the past four years but in the future it  
296 would show the current date straight back to last year's date to make it easier to see the results.

297

298 **F. Review of Financials Statement Month Ending December 31, 2012**

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300 **G. Purchases**

301 The Board discussed the different items recommended for purchase. They discussed two new TVs for the  
302 fitness center which would cost \$600 and adding a new copy machine to the clubhouse office.

303

304 (02:11:32)

305	MOTION TO:	Approve the Purchase of the TV and Copy Machine.
306	MADE BY:	Supervisor Greisz
307	SECONDED BY:	Supervisor Szewczyk
308	DISCUSSION:	None further
309	RESULT:	Called to Vote: Motion PASSED
310		4/1 Motion passed; Supervisor Stephens Opposed

311

312 **9. STAFF REORTS**

313 **A. District Manager**

314 Mr. Altman stated that a man named Joe from Property Services, which is an amenities service group,  
315 will be working with DMS in the month of March. He stated that the company offers food service  
316 experience, currently run golf clubs, and overall have a long history in the hospitality field. Joe will work  
317 with DMS to help them be more responsive to the District.

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**i. Manager's Report**

- **Commercial Parcel-2447 Sycamore Street-Offered to District**

Mr. Altman stated that he did not recommend taking this parcel of land off of the assessment role with a plan for its use.

- **District Overdraft Fees, Reimbursement and Solution**
- **Staff Billing Reconciliation**

**B. District Engineer**

**C. District Council**

**i. Memo Voting by Telephone or Electronic Means**

Mr. Vericker discussed with the Board the memo regarding Board members being present for meetings. He said he would keep the Board informed of any developments in the law.

**ii. Discussion on the Process of Setting Fees and Facilities Rules and Policies**

**D. Staff Report**

**i. Amenities Report**

**ii. Evening Security Report**

**iii. Maintenance Report**

**10. SUPERVISOR REQUESTS**

The Board confirmed for the residents that the defibrillator had the batteries replaced and was working properly now. The Board suggested that staff will contact the Red Cross to have a presentation and training on the use of the defibrillator for the residents.

The Board stated that Verizon would be coming on Tuesday to install the TV at the clubhouse.

Supervisor Greisz mentioned that AARP representatives wanted to come into the clubhouse to help residents do their taxes. The Board found no problem with this and asked Ms. Harrington to send out an email and offer residents to sign up to use this service.

The Board informed that the playground equipment had been re-mulched and fixed.

A resident stated he thought that rubber mats had been purchased to put on the walls of the workout room but hasn't seen them since they arrived. The Board made note to follow up on the mats.

**11. Adjournment**

(02:37:34)

MOTION TO:	Adjourn Board of Supervisor Meeting February 13, 2013.
MADE BY:	Supervisor Szewczyk
SECONDED BY:	Supervisor Stephens
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 5/0 Motion passed unanimously

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*\*Please note the entire meeting is available on disc.*

*\*These minutes were done in summary format.*

*\*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on \_\_\_\_\_.

\_\_\_\_\_  
Signature

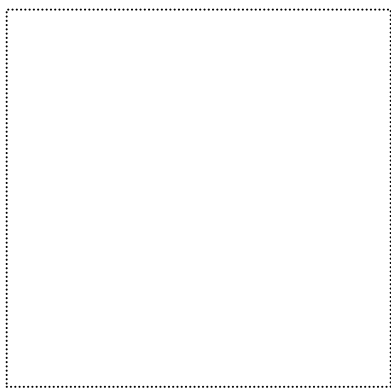
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Signature

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Printed Name

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Printed Name

Title:  
 Secretary  
 Assistant Secretary

Title:  
 Chairman  
 Vice Chairman



*Recorded by Records Administrator*  
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*Signature*  
\_\_\_\_\_  
*Date*

**LAKESIDE PLANTATION  
COMMUNITY DEVELOPMENT DISTRICT**

**March 13, 2013 Minutes of Meeting**

Minutes of Regular Board of Supervisors Meeting

The Regular Board of Supervisors Meeting of the Lakeside Plantation Community Development District was held on Wednesday, March 13, 2013 at 7:00 p.m., at the Lakeside Plantation Clubhouse, located at 2200 Plantation Boulevard, North Port, Florida 34289.

**1. CALL TO ORDER/ROLL CALL**

Mr. Altman called the regular meeting of the Board of Supervisors of the Lakeside Plantation Community Development District to order on Wednesday, March 13, 2013 at 7:00 pm.

Board Members Present and constituting a quorum:

Patricia Durham	Chair
Sharon Greisz	Vice Chair
Jane Gallo	Supervisor
Joe Szewczyk	Supervisor
Camille Stephens	Supervisor

Also Present:

Peter Altman	District Manager, District Management Services, LLC
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Residents

**2. PLEDGE OF ALLEGIANCE**

Mr. Altman led the Pledge of Allegiance.

**3. AUDIENCE COMMENTS**

- A resident addressed the Board with issues that he had with a planned travel night event at the club house. He then told the Board that he had once done a cost benefit analysis of the annual cost of the tennis court usage. He stated that the about 60% of the budget was covered by non-resident members.
- A resident expressed concerns over the current conditions of the tennis courts. He mentioned that the CDD at one time charged people for taking lesson and for using the court if they were not a resident.
- A resident made a suggestion that the Board reevaluate the current contract with DMS, to make sure that amenity services wouldn't be charged twice

**4. SUPERVISOR REPLIES**

The Board discussed the need for a new policy to incorporate nonresident usage of the facility.

**5. SPECIAL ITEMS**

None

48 **6. PRESENTATION ON PLANNED CHANGES TO AMENITIES SERVICES**

49  
50 Peter Altman informed the Board that he believed that the residents were happy with the current  
51 employees managing the amenities, but that they were not receiving the level of training and  
52 oversight that was needed.

53  
54 Supervisor Durham told the Board that she had met with Joe Montagna from Vesta. She  
55 mentioned that he had wanted to meet with all the Board members individually.

56  
57 The vice president of Vesta addressed the Board and informed on the history of the company.

58  
59 He made a strong point to emphasis that one of their main priorities is to form a long term  
60 relationship with their clients. Vesta would be held accountable by DMS, the Board, and the  
61 residents. He stated that Mr. Montagna had been spending his own time talking to the chair and  
62 the staff at Lakeside to figure out the exact needs of the community and to scope out the situation  
63 they would be coming into. This extra work was an example of the quality of service Vesta  
64 offers and their commitment to Lakeside.

65  
66 He recommended Lakeside Plantation to enter into a performance based contract.

67  
68 Vesta would also bring in vendors for some events who sponsor them, which may help the  
69 community stretch their budgets.

70  
71 The Board and Mr. Montagna discussed the proposal. Vesta stated that the proposal would have  
72 to be slightly changed because they had not accounted for the night time security personal.

73  
74 The discussion turned towards pricing, and what DMS would be changing in their contract. Mr.  
75 Altman stated that they currently charge about \$151,000 for employee salaries including night  
76 time security. He explained to the Board that this would now be the responsibility of Vesta.  
77 Originally, DMS was not contracted to manage this but it was added on at a later date. Mr.  
78 Altman suggested that this part of the contract be abandoned to allow Vesta to manage.

79  
80 Supervisor Durham wanted it to be clear that if/when Vesta would be hired that DMS would not  
81 be deducting anymore money for the payroll. She stated that DMS added amenity services to  
82 their contract after they were originally hired.

83  
84 Mr. Altman agreed to certain areas of the contract needing to be modified with Supervisor  
85 Durham. He stated that the amount of payroll would come out of the contract and he would be  
86 happy to negotiate the contract. He stated that he would be happy to discuss with the Board  
87 anything they thought was a duplicate service in their contract. He stated that they would be  
88 losing some profit by giving the amenities service to Vesta, but feel that working with Vesta  
89 would be best for the community.

90  
91 Mr. Montagna added that in their proposal whenever they collect money for events and programs  
92 that 10% of their profits would go to the CDD. Vesta has a catering and alcohol license so events

93 involving this can generate money. Mr. Montagna also informed the Board that swim lessons and  
94 tennis lessons can generate profit.

95  
96 The residents were then given the opportunity to address Vesta with their questions and  
97 comments.

98  
99 One resident wanted clarification on who exactly would be paying the employees?

100 The response was Vesta.

101  
102 One resident suggested the Board not make a motion that night regarding Vesta, but instead table  
103 the topic to allow the rest of the community to have an input.

104  
105 Vesta clarified to the residents that they do not set District policy's, they just carry them out.

106  
107 Many residents suggested having more amenities service companies place bids before choosing  
108 Vesta.

109  
110 Mr. Altman stated that he had experience working with Vesta, and knows what they are capable  
111 of. He stated that if they wanted to have other companies come in, that this process may take  
112 many months before any decision could be made. Mr. Altman stated that he had an obligation to  
113 the Board to get them the best, and Vesta would be able to provide them with the best quality  
114 service.

115  
116 Mr. Altman mentioned employee changes that may occur if they decided to go with Vesta, and  
117 stated that all employees would stay.

118  
119

120 (00:00:00)

MOTION TO:	Hire Vesta with Requested 6 Month Time Frame
MADE BY:	Supervisor Greisz
SECONDED BY:	Supervisor Stephens
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	5/0 Motion passed unanimously

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131 **MEETING BREAK (08:42:00PM)**

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137 **7. BUSINESS ITEMS**

138 **A. Supervisor Durham Update on Events and Activities**

139

140 **B. Supervisor Greisz Update on Tennis Courts**

141

142 (00:00:00)

143	MOTION TO:	Redo the Tennis courts, and for DMS to put out RFP.
144	MADE BY:	Supervisor Greisz
145	SECONDED BY:	Supervisor Durham
146	DISCUSSION:	None further
147	RESULT:	Called to Vote: Motion PASSED
148		5/0 Motion passed unanimously

149

150

151 **C. Supervisor Gallo Update on Clubhouse Facilities**

152 Supervisor Gallo addressed the board and discussed ADA compliance with the fitness room and  
153 also wanted to know if the Supreme Court decision had come down yet regarding the handicap  
154 pool lifts.

155

156 Supervisor Gallo also wanted to know if the fireplace had capabilities for a gas hook up.

157

158

159 **D. Supervisor Szewczyk Update on Landscaping**

160 Supervisor Szewczyk suggested to the board to put the current landscape vendor on notice.  
161 Bloomings has not been doing an adequate job.

162

163 Supervisor Greisz asked about using different types of grass instead of what is currently placed  
164 in some locations where accidents have occurred. She said this has been an ongoing issue , and  
165 needed to be addressed asap.

166

167 (00:00:00)

168	MOTION TO:	Send out RFP's for a performance based contract to
169		be in effect for Lakeside
170	MADE BY:	Supervisor Swewczyk
171	SECONDED BY:	Supervisor Durham
172	DISCUSSION:	None further
173	RESULT:	Called to Vote: Motion PASSED
174		5/0 Motion passed unanimously

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177

178 **E. Supervisor Stephens Update on Seasonal Decorations**

179

180 Everything seems to be working well with clubhouse staff, and seems to be functioning  
181 smoothly.

182

183 **8. OLD BUSINESS ITEMS**

184 **A. Update Landscape Services and Inspection Options**

185

186 **B. Update on Tennis Shades**

187

188 **C. Response to Offer on Commercial**

189

190 The Board reviewed the offer to purchase the commercial real-estate, and discussed the  
191 assessments that would be lost if the land was transferred to the District.

192

193

194

MOTION TO:	Inform realtor that the District declines the offer
MADE BY:	Supervisor Gallo
SECONDED BY:	Supervisor Stephens
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 5/0 Motion passed unanimously

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MOTION TO:	Postponed all further items on agenda until April 10 CDD Meeting.
MADE BY:	Supervisor Greisz
SECONDED BY:	Supervisor Szeqczyk
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 5/0 Motion passed unanimously

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211 **9. BUSINESS ADMINISTRATION- CONSENT ITEMS**

212

212 **A. Consideration of Minutes for the Board of Supervisors Meeting February 13, 2013**

213

214

214 **B. Consideration of Operation and Maintenance Expenditures March 2013**

215

216

216 **C. Review of Financials Statement Month Ending January 31, 2012**

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218 **10. STAFF REORTS**

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219 **A. District Manager**

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220 **i. Manager's Report**

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222 **B. District Engineer**

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**C. District Council**

**D. Staff Report**

- i. Amenities Report**
- ii. Evening Security Report**
- iii. Maintenance Report**

**11. SUPERVISOR REQUESTS**

**12. Adjournment**

9:25 PM

MOTION TO:	Adjourn the Board of Supervisors Meeting. All further items will be postponed until April 10 CDD Meeting.
MADE BY:	Supervisor Szeqczyk
SECONDED BY:	Supervisor Greisz
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 5/0 Motion passed unanimously

259 *\*Please note the entire meeting is available on disc.*

260

261 *\*These minutes were done in summary format.*

262

263 *\*Each person who decides to appeal any decision made by the Board with respect to any*  
264 *matter considered at the meeting is advised that person may need to ensure that a verbatim*  
265 *record of the proceedings is made, including the testimony and evidence upon which such*  
266 *appeal is to be based.*

267 Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on

268 \_\_\_\_\_.

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Signature \_\_\_\_\_

Signature \_\_\_\_\_

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Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

277

278

**Title:**

**Title:**

280  **Secretary**

**Chairman**

281  **Assistant Secretary**

**Vice Chairman**

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*Recorded by Records Administrator*

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*Signature*

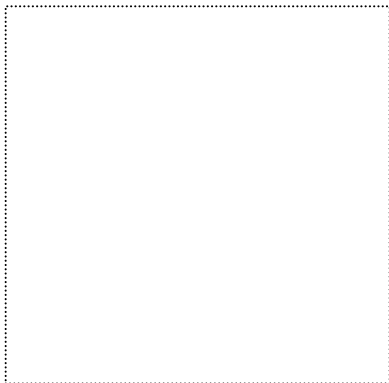
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## Lakeside Plantation Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
<b>Monthly Contract</b>				
Bloomings Landscape	2013 00378	\$ 6,458.00		Landscape Maintenance - March
Lake Masters Aquatic Weed Control	13 01731	966.00		Waterway & Canal Treatment - March
<b>Monthly Contract Sub-Total</b>		<b>\$ 7,424.00</b>		
<b>Variable Contract</b>				
Straley and Robin	9397	1,693.00		Legal Services thru 02/15
<b>Variable Contract Sub-Total</b>		<b>\$ 8,968.00</b>		
<b>Utilities</b>				
Florida Power & Light Company	04126 05586 022213	\$ 557.29		Electric Service thru 02/22
Florida Power & Light Company	57421 67439 022213	1,126.78		Electric Service thru 02/22
Florida Power & Light Company	84595 15071 022213	1,635.53	<b>\$ 3,319.60</b>	Electric Service thru 02/22
North Port Solid Waste District	54883 159826 030413	120.00		Waste Management thru 02/28
North Port Utilities	43123 154656 030113	703.59		Water Service thru 02/21
North Port Utilities	43123 154658 030113	23.73		Water Service thru 02/21
North Port Utilities	43123 156052 030113	209.86	<b>\$ 937.18</b>	Water Service thru 02/21
<b>Utilities Sub-Total</b>		<b>\$ 4,376.78</b>		
<b>Regular Services</b>				
Supervisor: Camille Stephens	CS021313	\$ 200.00		Supervisor Fees - 02/13
Supervisor: Camille Stephens	CS031313	200.00		Supervisor Fees - 03/13
Supervisor: Jane Gallo	JG021313	200.00		Supervisor Fees - 02/13
Supervisor: Jane Gallo	JG031313	200.00		Supervisor Fees - 03/13
Supervisor: Joe Szewczyk	JS021313	200.00		Supervisor Fees - 02/13
Supervisor: Joe Szewczyk	JS031313	200.00		Supervisor Fees - 03/13
Supervisor: Patricia Durham	PD021313	200.00		Supervisor Fees - 02/13

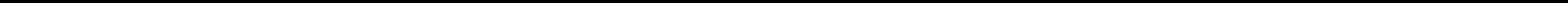
## Lakeside Plantation Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Supervisor: Patricia Durham	PD031313	200.00		Supervisor Fees - 03/13
Supervisor: Sharon Greisz	SG021313	200.00		Supervisor Fees - 02/13
Supervisor: Sharon Greisz	SG031313	200.00	<b>\$ 2,000.00</b>	Supervisor Fees - 03/13
<b>Regular Services Sub-Total</b>		<b>\$ 2,000.00</b>		
<b>Additional Services</b>				
Archer Janitorial & Paper Supplies	1039	\$ 212.25		Misc. Clubhouse Supplies
Archer Janitorial & Paper Supplies	1040	105.05		Misc. Clubhouse Supplies
Archer Janitorial & Paper Supplies	1041	294.80		Misc. Clubhouse Supplies
Archer Janitorial & Paper Supplies	1042	198.00	<b>\$ 810.10</b>	GymWipes & Multifold Towels
Culligan Water	1017805 022813	58.22		Water Cooler Service thru 02/28
Home Depot Credit Services	6035 3225 0282 9538 030513	360.48		Misc. Clubhouse Supplies
Ken Tyner Electric Inc.	748	487.00		Street Light Repair
Milan M. Fiser	MF052	180.00		Ladies 3.0 & 3.5 Teams - Feb
Milan M. Fiser	MF053	120.00		Junior Clinics (Ages 7-10) - Feb
Milan M. Fiser	MF054	60.00		Junior Clinics (Ages 8-10) - Feb
Milan M. Fiser	MF055	120.00	<b>\$ 480.00</b>	Adult Beginner Clinics - Feb
Morton's Ace Hardware	300226	16.19		Wall Clock 14"
Morton's Ace Hardware	300999	3.58	<b>\$ 19.77</b>	(2) BIT Security Scanner
MyOfficeProducts.com	OE 1744505 1	86.90		Check Stock (250)
Pool Boy INC.	63768	275.00		Pool Pump & Heater Repair
Sam's Club	7715 0901 1476 2388 022713	191.88		Activity Supplies - 02/14
Sparkle Brite Pool of North Port, LLC	10707	20.00		Chlorine - 02/02
Sparkle Brite Pool of North Port, LLC	10790	159.99		8oz Sticks (50lbs) - 02/07
Sparkle Brite Pool of North Port, LLC	10870	20.00		Chlorine - 02/11
Sparkle Brite Pool of North Port, LLC	10994	20.00		Chlorine - 02/19
Sparkle Brite Pool of North Port, LLC	11424	205.28		Various Supplies

Lakeside Plantation Community Development District  
Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Sparkle Brite Pool of North Port, LLC	11485	30.15	<b>\$ 455.42</b>	Chlorine
Sun Coast Media Group, Inc.	2639915 031613	207.35		52 Week Newspaper Service thru 03/15
US Bank	3336395	1,826.00		Trustee Expenses thru 02/21
<b>Additional Services Sub-Total</b>		<b>\$ 93,638.83</b>		
<b>TOTAL:</b>		<b>\$ 116,407.61</b>		

Approved (with any necessary revisions noted):



Signature

Printed Name

Title (check one):

Chairman  Vice Chairman  Assistant Secretary



# Invoice

5824 Bee Ridge Rd #165, Sarasota, FL 34233

Date Invoice #

RECEIVED

3/1/2013 2013-00378

MAR 05 2013

**Bill To:**

Lakeside Plantation CDD  
 c/o District Management Services, Inc.  
 Attn: Debby Hukill  
 5680 W Cypress Street, Suite 5680A  
 Tampa, FL 33607

**Due Date 3/31/2013**

Terms

Net 30

Description	Qty	Rate	Amount
Month of March Monthly Grounds Maintenance Fee		6,458.00	6,458.00

Approved 3/13/2013 by paltman

**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

<b>Total</b>	\$6,458.00
Payments/Credits	\$0.00
<b>Balance Due</b>	\$6,458.00

**Phone #**  
 (941) 927-9765

**Fax #**  
 (941) 929-9356

**E-mail**  
 carla@bloomingslandscape.com

**Web Site** [www.bloomingslandscape.com](http://www.bloomingslandscape.com)

Lake Masters Aquatic Weed Control, Inc.  
 P.O. Box 2300  
 Palm City, FL 34991  
 Toll Free: 1-877-745-5729  
 Fax: 772-220-6603 Local: 772-220-2224

# Invoice

PAID  
 MAR 04 2013

DATE	INVOICE #
3/1/2013	13-01731

<b>BILL TO</b>
LAKESIDE PLANTATION CDD C/O DMS 5680 W. CYPRESS STREET, STE. 5680A TAMPA, FL 33607

E-mail	P.O. NO.	TERMS	REP	MAIL STOP ID
susanol@aol.com		Net 30		4696

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Monthly Service-Treatment of Waterways & Canals as per map	966.00	966.00

Thank you for your business.	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$966.00

Approved 3/7/2013 by paltman

**DMS, LLC 2013**

5680 W. Cypress  
Suite A  
Tampa, FL 33607

**INVOICE**

Invoice Number: 6037  
Invoice Date: Mar 15, 2013  
Page: 1  
*Duplicate*

Voice:  
Fax:

**Bill To:**  
Lakeside Plantation CDD  
5680 W. Cypress Street  
Ste A  
Tampa, FL 33607

**Ship to:**

Customer ID	Customer PO	Payment Terms	
322		Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		3/15/13

Quantity	Item	Description	Unit Price	Amount
	PS	Personnel Services (all inclusive, billed on 15th)		7,275.00
Subtotal				7,275.00
Sales Tax				
Total Invoice Amount				7,275.00
Payment/Credit Applied				
<b>TOTAL</b>				<b>7,275.00</b>

Check/Credit Memo No:

Approved 3/7/2013 by aeavans

# STRALEY & ROBIN

Attorneys At Law  
1510 W. Cleveland Street  
Tampa, Florida 33606  
Telephone (813) 223-9400 \* Facsimile (813) 223-5043  
Federal Tax Id. - 20-1778458

RECEIVED  
FEB 25 2013

LAKESIDE PLANTATION COMMUNITY DEVELOPMENT DISTRICT  
c/o DISTRICT MANAGEMENT SERVICES  
5680 W. CYPRESS ST., STE. 5680A  
TAMPA, FL 33607

February 21, 2013  
Client: 001384  
Matter: 000001  
Invoice #: 9397

Page: 1

RE: General Representation

For Professional Services Rendered Through February 15, 2013

## SERVICES

Date	Person	Description of Services	Hours
01/17/2013	JMV	PREPARE QUARTERLY DISTRICT COUNSEL REPORT TO DISSEMINATION AGENT FOR CDD BONDS.	0.3
01/18/2013	JMV	PREPARE NOTICE TO NEW CDD SUPERVISORS RE: SUNSHINE LAW AND CODE OF ETHICS.	0.3
01/22/2013	LH	PREPARE QUARTERLY REPORT TO DISSEMINATION AGENT FOR PERIOD ENDING 12/31/2012; EMAIL SAME TO DISSEMINATION AGENT.	0.2
01/23/2013	JMV	REVIEW EMAIL FROM M. ACOSTA RE: CDD BOARD WORKSHOP.	0.1
01/29/2013	JMV	TELEPHONE CALL FROM T. GREENE RE: AMENDMENT OF CDD BOND INDENTURES; REVIEW EMAIL FROM T. GREENE: DRAFT EMAIL TO T. GREENE RE: PROPOSED AMENDMENT TO BOND INDENTURE.	0.9
02/04/2013	JMV	TELEPHONE CALL FROM P. ALTMAN RE: CDD BOARD MEETING.	0.3
02/06/2013	JMV	REVIEW EMAIL FROM S. BLAIR RE: CDD BOARD MEETING.	0.2
02/07/2013	JMV	REVIEW CDD RESOLUTION; DRAFT EMAIL TO M. ACOSTA.	0.3
02/12/2013	JMV	REVIEW AGENDA AND PREPARE FOR CDD BOARD MEETING; TELEPHONE CALL TO P. ALTMAN.	1.2

Approved 2/27/2013 by paltman



Florida Power & Light Company  
 PO Box 025576  
 Miami, FL 33102

/ 27

551704126055867927550000

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

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RECEIVED

FEB 25 2013

AUTO \*\*CO 0720  
 1 145924

LAKESIDE PLANTATION  
 COMMUNITY DEVELOPMENT DIST  
 5680 W CYPRESS ST STE A  
 TAMPA FL 33607-1775

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	Total amount you owe	New charges due by	Amount enclosed
04126-05586	\$557.29	Mar 15 2013	\$

**Your electric statement**

Account number: 04126-05586

For: Jan 25 2013 to Feb 22 2013 (28 days)

Customer name: LAKESIDE PLANTATION

Statement date: Feb 22 2013

Service address: 2200 PLANTATION BLVD # FNTN

Next meter reading: Mar 25 2013

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
613.25	613.25 CR	0.00	0.00	557.29	\$557.29	Mar 15 2013

**Meter reading - Meter 6N25462**

Current reading 77284  
 Previous reading - 71692  
 kWh used 5592

Amount of your last bill 613.25  
 Payment received - Thank you 613.25 CR  
 Balance before new charges \$0.00

**Energy usage**

	Last Year	This Year
kWh this month	5459	5592
Service days	29	28
kWh per day	188	199

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

Electric service amount 510.16\*\*  
 Storm charge 1.96  
 Gross receipts tax 13.13  
 Franchise charge 32.04  
 Total new charges \$557.29

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

Customer charge: \$6.89  
 Fuel: \$174.02  
 ( \$0.031120 per kWh)  
 Non-fuel: \$329.25  
 ( \$0.058880 per kWh)

**Total amount you owe \$557.29**

- Payment received after **May 15, 2013** is considered **LATE**; a late payment charge of **1%** will apply.
- The Florida Public Service Commission is reviewing a routine adjustment to the storm charge that will apply to your bill beginning March 1. Visit [www.FPL.com/rates](http://www.FPL.com/rates) to learn more about the charges on your bill.

Approved 3/5/2013 by Glen



Florida Power & Light Company  
 PO Box 025576  
 Miami, FL 33102

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](http://www.FPL.com)



Florida Power & Light Company  
 PO Box 025576  
 Miami, FL 33102

2 145924

/ 27

5517574216743928762110000

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

RECEIVED

FEB 25 2013

B 5,8 5517 2

LAKESIDE PLANTATION COMM  
 DEVELOPMENT DIST  
 5680 W CYPRESS ST STE A  
 TAMPA FL 33607-1775

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	Total amount you owe	New charges due by	Amount enclosed
57421-67439	\$1,126.78	Mar 15 2013	\$

**Your electric statement**

Account number: 57421-67439

For: Jan 25 2013 to Feb 22 2013 (28 days)

Customer name: LAKESIDE PLANTATION COMM

Statement date: Feb 22 2013

Service address: 2200 PLANTATION BLVD # CLBHSE

Next meter reading: Mar 25 2013

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
1,121.23	1,121.23 CR	0.00	0.00	1,126.78	\$1,126.78	Mar 15 2013

**Meter reading - Meter 6LL6205**

Current reading 48212  
 Previous reading - 47426  
 kWh constant x 10  
 kWh used 7860

Amount of your last bill 1,121.23  
 Payment received - Thank you 1,121.23 CR  
 Balance before new charges \$0.00

Demand reading 5.78  
 kW constant x 10.00  
 Demand kW 58

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

Electric service amount 1,033.48\*\*  
 Storm charge 1.97  
 Gross receipts tax 26.55  
 Franchise charge 64.78  
 Total new charges \$1,126.78

**Energy usage**

	Last Year	This Year
kWh this month	6050	7860
Service days	29	28
kWh per day	208	280

**Total amount you owe \$1,126.78**

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

Customer charge: \$18.00  
 Fuel: \$244.60  
 ( \$0.031120 per kWh)  
 Non-fuel: \$150.28  
 ( \$0.019120 per kWh)  
 Demand: \$620.60  
 ( \$10.70 per kW)

- Payment received after **May 15, 2013** is considered **LATE**; a late payment charge of 1% will apply.
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Approved 3/5/2013 by Glen



Florida Power & Light Company  
 PO Box 025576  
 Miami, FL 33102

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 Hearing/speech impaired: 711 (Relay Service)  
 Online at: [www.FPL.com](http://www.FPL.com)



Florida Power & Light Company  
 PO Box 025576  
 Miami, FL 33102

3 145924

/ 27

5517845951507183553610000

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

RECEIVED

FEB 25 2013

B 5,8 5517 8

LAKESIDE PLANTATION COMM  
 DEVELOPMENT DIST  
 5680 W CYPRESS ST STE A  
 TAMPA FL 33607-1775

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	Total amount you owe	New charges due by	Amount enclosed
84595-15071	\$1,635.53	Mar 15 2013	\$

**Your electric statement**

Account number: 84595-15071

For: Jan 25 2013 to Feb 22 2013 (28 days)

Customer name: LAKESIDE PLANTATION COMM  
 Service address: 2200 PLANTATION BLVD # POOL

Statement date: Feb 22 2013  
 Next meter reading: Mar 25 2013

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
1,692.84	1,692.84 CR	0.00	0.00	1,635.53	\$1,635.53	Mar 15 2013

**Meter reading - Meter 6L17180**

Current reading 58744  
 Previous reading - 39717  
 kWh used 19027

Demand reading 48.81  
 Demand kW 49

**Energy usage**

	Last Year	This Year
kWh this month	16882	19027
Service days	29	28
kWh per day	582	679

Amount of your last bill 1,692.84  
 Payment received - Thank you 1,692.84 CR  
 Balance before new charges \$0.00

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

Electric service amount 1,498.21\*\*  
 Storm charge 4.75  
 Gross receipts tax 38.54  
 Franchise charge 94.03  
 Total new charges \$1,635.53

**Total amount you owe \$1,635.53**

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

Customer charge: \$18.00  
 Fuel: \$592.12  
 ( \$0.031120 per kWh)  
 Non-fuel: \$363.79  
 ( \$0.019120 per kWh)  
 Demand: \$524.30  
 ( \$10.70 per kW)

- Payment received after **May 15, 2013** is considered **LATE**; a late payment charge of **1%** will apply.
- The Florida Public Service Commission is reviewing a routine adjustment to the storm charge that will apply to your bill beginning March 1. Visit [www.FPL.com/rates](http://www.FPL.com/rates) to learn more about the charges on your bill.

Approved 3/5/2013 by Glen



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 Miami, FL 33102

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 Hearing/speech impaired: 711 (Relay Service)  
 Online at: [www.FPL.com](http://www.FPL.com)

030513





# NORTH PORT UTILITIES

SERVICE ADDRESS			CURRENT CHARGES	DUE DATE
2200 PLANTATION BLVD TENNI COURT				
ACCOUNT NUMBER	CYCLE	BILL DATE		
43123-154656	18-29	3/01/13		3/26/13

**H<sub>2</sub>O PROGRAM DONATION:**

\$1     \$5

\$10     OTHER \$ \_\_\_\_\_

Benefits North Port utility customers in need of assistance with their water bills.

Total Current Charges 703.59  
 PAST DUE - MUST PAY NOW .00  
 Total Amount Due 703.59

\$ \_\_\_\_\_  
 AMOUNT ENCLOSED

Pay online at: [www.cityofnorthport.com](http://www.cityofnorthport.com)  
 or make checks payable to:  
 North Port Utilities

Check here for a change of address on the reverse side



LAKESIDE PLANTATION COMM DEV  
 5680 W Cypress St Ste 5680A  
 TAMPA FL 33607-7002

000043123000154656000000703595

4253 LAKE

**SERVICE ADDRESS** 2200 PLANTATION BLVD TENNI COURT

↑ Please return this upper portion with your payment ↑

ACCOUNT NUMBER	CYCLE	BILL DATE	DUE DATE
43123-154656	18-29	3/01/13	3/26/13

Last Bill Amount 780.27  
 Payments 780.27-  
 Adjustments .00  
 BALANCE FORWARD .00

Rate Class : COMMERCIAL  
 Last payment amount/date: 780.27 2/19/13

Service	Period	Days	Meter Number	Mult	Units	Current	Previous	Usage	
WA	1/22/13	2/21/13	30	1100033965	1.000	TGAL	4458	4370	88
						USAGE FOR	2/12	70.00	

Service	Consumption	Charge	Total
WA Base facility chg		75.55	
WA Usage block 1	20.00	71.00	
WA Usage block 2	20.00	106.40	
WA Usage block 3	20.00	149.20	
WA Usage block 4	20.00	199.20	
WA Usage block 5	8.00	102.24	
<b>TOTAL WATER</b>			<b>703.59</b>

Total Current Charges 703.59  
 PAST DUE - MUST PAY NOW .00  
 Total Amount Due 703.59

\*\*\*PLEASE MAIL ALL PAYMENTS TO:\*\*\*

North Port Utilities PO Box 511130 Punta Gorda, FL 33951-1130

FREE income tax preparation provided by the United Way call 941-308-4357 for more information.

FDEP Open House, March 7th 5-7pm, Morgan Center (6207 W Price Blvd)  
 1st 200 guests that sign up for Utilities ebilling or auto pay get a FREE Florida State Parks Pass.

RECEIVED  
 MAR 03 2013

Approved 3/13/2013 by Glen

NORTH PORT UTILITIES  
 4970 CITY HALL BLVD.,  
 NORTH PORT, FLORIDA 34286-4100  
 941.429.7122

For **EMERGENCY** water service call **941.240.8000**  
 twenty four hours a day, seven days a week



# NORTH PORT UTILITIES

SERVICE ADDRESS			CURRENT CHARGES
2200 PLANTATION BLVD FRONT FOUNT			
ACCOUNT NUMBER	CYCLE	BILL DATE	DUE DATE
43123-154658	18-29	3/01/13	3/26/13

**H<sub>2</sub>O PROGRAM DONATION:**

\$1     \$5

\$10     OTHER \$ \_\_\_\_\_

Benefits North Port utility customers in need of assistance with their water bills.

Total Current Charges 23.73  
 PAST DUE - MUST PAY NOW .00  
 Total Amount Due 23.73

\$ \_\_\_\_\_  
 AMOUNT ENCLOSED

Pay online at: [www.cityofnorthport.com](http://www.cityofnorthport.com)  
 or make checks payable to:  
 North Port Utilities

Check here for a change of address on the reverse side



LAKESIDE PLANTATION COMM DEV  
 5680 W Cypress St Ste 5680A  
 TAMPA FL 33607-7002

000043123000154658000000023736

4254 LAKE

SERVICE ADDRESS 2200 PLANTATION BLVD FRONT FOUNT			
ACCOUNT NUMBER	CYCLE	BILL DATE	DUE DATE
43123-154658	18-29	3/01/13	3/26/13

↑ Please return this upper portion with your payment ↑

Rate Class : COMMERCIAL  
 Last payment amount/date: 23.73 2/19/13

Last Bill Amount 23.73  
 Payments 23.73 -  
 Adjustments .00  
 BALANCE FORWARD .00

WA	Service Period	Days	Meter Number	Mult	Units	Current	Previous	Usage
	1/22/13	2/21/13	30	83717471	1.000	TGAL	1074	1072
						USAGE FOR	2/12	5.00

Service	Consumption	Charge	Total
WA Base facility chg		16.63	
WA Usage block 1	2.00	7.10	
TOTAL WATER			23.73

Total Current Charges 23.73  
 PAST DUE - MUST PAY NOW .00  
 Total Amount Due 23.73

\*\*\*PLEASE MAIL ALL PAYMENTS TO:\*\*\*  
 North Port Utilites PO Box 511130 Punta Gorda, FL 33951-1130

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Approved 3/13/2013 by Glen

NORTH PORT UTILITIES  
 4970 CITY HALL BLVD.,  
 NORTH PORT, FLORIDA 34286-4100  
 941.429.7122

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 twenty four hours a day, seven days a week



# NORTH PORT UTILITIES

SERVICE ADDRESS			CURRENT CHARGES DUE DATE
2200 PLANTATION BLVD CLUB HOUSE			
ACCOUNT NUMBER	CYCLE	BILL DATE	DUE DATE
43123-156052	18-29	3/01/13	3/26/13

**H<sub>2</sub>O PROGRAM DONATION:**

\$1     \$5

\$10     OTHER \$ \_\_\_\_\_

Benefits North Port utility customers in need of assistance with their water bills.

Total Current Charges                    209.86  
 PAST DUE - MUST PAY NOW            .00  
 Total Amount Due                        209.86

\$ \_\_\_\_\_  
AMOUNT ENCLOSED

Pay online at: [www.cityofnorthport.com](http://www.cityofnorthport.com)  
 or make checks payable to:  
 North Port Utilities

Check here for a change of address on the reverse side



LAKESIDE PLANTATION COMM DEV  
 5680 W Cypress St Ste 5680A  
 TAMPA FL 33607-7002

000043123000156052000000209861

4255 LAKE

SERVICE ADDRESS			
2200 PLANTATION BLVD CLUB HOUSE			
ACCOUNT NUMBER	CYCLE	BILL DATE	DUE DATE
43123-156052	18-29	3/01/13	3/26/13

↑ Please return this upper portion with your payment ↑

Rate Class : COMMERCIAL  
 Last payment amount/date:                    180.07    2/20/13

Last Bill Amount	180.07
Payments	180.07-
Adjustments	.00
BALANCE FORWARD	.00

WA	Service Period	Days	Meter Number	Mult	Units	Current	Previous	Usage	
	1/22/13	2/21/13	30	80000038	1.000	TGAL	397	386	11
	USAGE FOR 2/12							4.00	

Service	Consumption	Charge	Total
WA Base facility chg		38.72	
WA Usage block 1	10.00	35.50	
WA Usage block 2	1.00	5.32	
TOTAL WATER			79.54
SE Base facility chg		66.63	
SE Consumption	11.00	63.69	
TOTAL SEWER			130.32

Total Current Charges                    209.86  
 PAST DUE - MUST PAY NOW            .00  
 Total Amount Due                        209.86

\*\*\*PLEASE MAIL ALL PAYMENTS TO:\*\*\*

North Port Utilities PO Box 511130 Punta Gorda, FL 33951-1130

FREE income tax preparation provided by the United Way call 941-308-4357 for more information.

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Approved 3/13/2013 by Glen

NORTH PORT UTILITIES  
 4970 CITY HALL BLVD.,  
 NORTH PORT, FLORIDA 34286-4100  
 941.429.7122

For **EMERGENCY** water service call 941.240.8000  
 twenty four hours a day, seven days a week

LAKESIDE PLANTATION CDD

MEETING DATE: February 13, 2013

DMS Staff Signature 

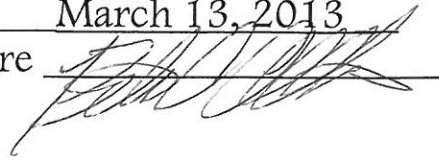
SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Camille Stephens	✓	Salary Accepted	\$200.00
Joe Szewczyk	✓	Salary Accepted	\$200.00
Patricia Durham	✓	Salary Accepted	\$200.00
Jane Gallo	✓	Salary Accepted	\$200.00
Sharon Greisz	✓	Salary Accepted	\$200.00

Approved 2/22/2013 by Glen

LAKESIDE PLANTATION CDD

MEETING DATE: March 13, 2013

DMS Staff Signature



SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Camille Stephens	✓	Salary Accepted	\$200.00
Joe Szewczyk	✓	Salary Accepted	\$200.00
Patricia Durham	✓	Salary Accepted	\$200.00
Jane Gallo	✓	Salary Accepted	\$200.00
Sharon Greisz	✓	Salary Accepted	\$200.00

Approved 3/20/2013 by Glen

# ARCHER Janitorial & Paper Supplies

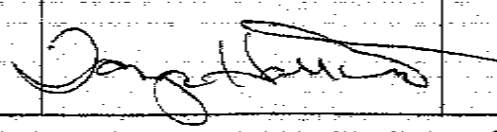
2628 S. McCall Rd. Unit 36 — Englewood, FL 34224

Phone Number: (941) 473-2224 Fax Number: (941) 460-0175

## PACKING SLIP/INVOICE 1039

**To:** Lakeside Plantation CDD  
2200 Plantation Blvd.  
North Port, FL 34286  
(941) 423-5500    Attn: Bill Capozzi

DATE	CUSTOMER	SHIP TO ADDRESS	TERMS
1/8/13	1238	same	Net 10 Days

QTY	DESCRIPTION	PER UNIT	TOTAL
1cs	GymWipes Antib. Towelettes (4700)		160.35
1cs	Cup Pts. Trans. (25/100/5oz)		43.95
5	Big D Mini Stick-Up Deod/MAir	1.59	7.95
			
<b>SUBTOTAL</b>			<b>212.25</b>
Tax rate @ 7%			0.00
<b>SHIPPING / HANDLING</b>			

PAYMENTS

AMOUNT

212.25

Approved 3/21/2013 by Glen

# ARCHER Janitorial & Paper Supplies

2828 S. McCall Rd. Unit 38 - Englewood, FL 34224  
 Phone Number: (941) 473-2224/Fax Number: (941) 460-0175

## PACKING SLIP/INVOICE 1040

**TO:** Lakeside Plantation CDD  
 2200 Plantation Blvd.  
 North Port, FL 34286  
 (941) 423-5500    Attn: Bill Capozzi

*1/29/13*

DATE	CUSTOMER NO.	Salesperson	TERMS
1/29/13	1253	Jamie	Net 10 day

QTY	DESCRIPTION	PER UNIT	TOTAL
1cs	Cup Foam Space Saver (1000/8oz)		25.35
1cs	Pine-Sol All Purpose Cleaner/Orig/3/144c		35.45
5	TimeWick Refill /variety Pack	8.85	44.25
<b>SUBTOTAL</b>			<b>105.05</b>
Tax rate 7%			0.00
<b>SHIPPING / HANDLING</b>			
<b>PAYMENTS</b>			
<b>AMOUNT</b>			<b>105.05</b>

Approved 3/21/2013 by Glen

*Sergey Andreyev*

*Outstanding*

Jan. 11 1996 03:24AM P01

*M. S. 3/2/2013*

# ARCHER Janitorial & Paper Supplies

2828 S. McCall Rd. Unit 38 - Englewood, FL 34224  
Phone Number: (941) 473-2224/Fax Number: (941) 460-0175

## ◆◆◆ PACKING SLIP/INVOICE 1041

**TO:** Lakeside Plantation CDD  
2200 Plantation Blvd.  
North Port, FL 34286  
(941) 423-5500 Attn: Bill Capozzi

DATE	QTY NO.	DESCRIPTION	TERMS
2/11/13	1208	same	Net 10 Days
QTY	DESCRIPTION	PER UNIT	TOTAL
1cs	GymWipes Antib. Towellets (4700)		190.35
1cs	Windsort Multifold Towel White (4000)		37.85
1cs	Windsort Kitchen Towel 100sht, 2ply, 30roll		32.95
1cs	Windsort T. Tissue 500sht, 2ply, 96roll		63.85
<b>SUBTOTAL</b>			<b>294.80</b>
Tax rate: 0%			0.00
<b>SHIPPING / HANDLING</b>			
<b>PAYMENTS</b>			
<b>AMOUNT</b>			<b>294.80</b>

Approved 3/21/2013 by Glen

PHONE NO. :

FROM : Panasonic TAD/FAX

*Serge Anreyev*

*Outstanding*

# ARCHER Janitorial & Paper Supplies

2828 S. McCall Rd. Unit 38 - Englewood, FL 34224  
 Phone Number: (941) 473-2224/Fax Number: (941) 460-0175

## ◆◆ PACKING SLIP/INVOICE 1042

**TO:** Lakeside Plantation CDD  
 2200 Plantation Blvd.  
 North Port, FL 34286  
 (941) 423-5500 Attn: Bill Capozzi

DATE	CUST NO.	SUBSCRIPTION	TERMS
03/19	1286	Same	Net 10 Days

QTY	DESCRIPTION	PER UNIT	TOTAL
1cs	GymWipes Antib. Towelettes (4700)		160.35
1cs	Windsoft Multifold Towel White (4000)		37.65
<b>SUBTOTAL</b>			198.00
Tax rate 7%			0.00
<b>SHIPPING / HANDLING</b>			
<b>PAYMENTS</b>			
<b>AMOUNT</b>			198.00

Approved 3/20/2013 by paltman

*Cuts checked*



1099 ENTERPRISE CT  
 NORTH VENICE, FL 34275-3621  
 (941) 485-7526  
 ksimes@culligansarasota.com  
 www.culligansarasota.com

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

VISA   
  MasterCard   
  AMERICAN EXPRESS   
  DISCOVER   
  PLEASE CHECK BOX TO ENROLL IN AUTOMATIC BILL PAYMENT

CARD NUMBER \_\_\_\_\_ V. CODE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ EXP. DATE \_\_\_\_\_

DATE: 02/28/2013   
 PAY THIS AMOUNT: \$58.22   
 ACCOUNT NUMBER: 1017805

PAY BY DATE: MAR 15    AMOUNT PAID \$ \_\_\_\_\_

ADDRESSEE:

REMIT PAYMENT TO:



LAKESIDE PLANTATION CDD  
 5680 W CYPRESS ST STE 5680A  
 TAMPA, FL 33607-7002

CULLIGAN WATER  
 1099 ENTERPRISE CT  
 NORTH VENICE, FL 34275-3621



**BALANCE FORWARD**  
 RETURN THIS TOP PORTION WITH YOUR PAYMENT

BRANCH ID: CW-C1  
 CUSTOMER: LAKESIDE PLANTATION

DATE	QUANTITY	DESCRIPTION	REF	PREVIOUS BALANCE:	BALANCE
				\$99.33	
02/14/2013	9.00	DRINKING WATER 4.73	800246618	42.57	141.90
02/14/2013	1.00	DELIVERY CHARGE	800246618	1.00	142.90
02/14/2013	1.00	Deposit DRINKING WATER	800246618	6.00	148.90
02/20/2013	-1.00	Payment	3383	-99.33	49.57
02/28/2013	1.00	COOK & COLD COOLER		8.65	58.22
RECEIVED MAR 04 2013					
Service 03/01-03/31					
Pay on-line at: <a href="http://www.culligansarasota.com">www.culligansarasota.com</a>				Balance Due	\$58.22
<b>FINANCE CHARGE SCHEDULE</b> ACCOUNTS ARE SUBJECT TO A LATE PAYMENT FINANCE CHARGE OVER \$ 0 PERIODIC RATE 0.00% ANNUAL RATE 0.10% PLEASE PAY NEW BALANCE BEFORE MAR 15 TO 0 MIN CHARGE 5.00					
0-30	31-60	61-90	Over 90	Next Deliveries: 03/14/13 03/28/13 04/12/13 04/26/13	
58.22	0.00	0.00	0.00		
CULLIGAN WATER 1099 ENTERPRISE CT NORTH VENICE, FL 34275-3621 (941) 485-7526					
<b>SERVICE ADDRESS:</b> LAKESIDE PLANTATION 5680 PLANTATION BLVD NORTH FORT FL 34189					
STATEMENT DATE		ACCOUNT NUMBER		NAME	
02/28/2013		1017805		LAKESIDE PLANTATION	

Approved 3/6/2013 by akeller



Commercial Account



# ACCOUNT ACTIVITY STATEMENT

RETURN MAIL ADDRESS  
PO Box 790340  
St. Louis, MO 63179-0340

RECEIVED  
MAR 12 2013

Commercial Account: 6035 3225 0282 9538  
Statement Date 03/05/13  
Credit Line \$2,000  
Credit Available \$1,639

00022747 BB 20Z 064 KSTQUKHP BM3 8 KBAVHP



**Account Balance** **\$360.48**

LAKESIDE PLANTATION CDD  
5680 W CYPRESS ST STE 5680A  
TAMPA, FL 33607-7002

## Account Information

Please see Payment Page(s) for Amount Due and Payment Due Date(s)

Current Payments and Unapplied Payments	-\$291.60
Current Purchases and Debits	\$360.48
Current Returns, Exchanges and Adjustments	\$0.00
Previously Billed Invoices	\$0.00



Reward your team or treat your customers with **The Home Depot® Gift Card**. Available in amounts from \$5 to \$2,000, these cards have no fees and no expiration dates. Ever. Plus, free UPS shipping in as little as two days.

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## CURRENT PAYMENTS AND UNAPPLIED PAYMENTS

Payments received since the last statement period.  
Please contact us with your instructions on how to apply to specific invoices.

Date	Amount
02/25/13	\$291.60-
<b>Total</b>	<b>\$291.60-</b>

## CURRENT PURCHASES AND DEBITS

Date	Purchase Location/Description	Invoice #	Purchase Order/Job Name	Customer Agreement #	Amount	Due Date
02/05/13	THE HOME DEPOT PORT CHARLOTT, FL	8181765			\$28.85	03/25/13
02/12/13	THE HOME DEPOT PORT CHARLOTT, FL	1182848			\$92.02	03/25/13
02/13/13	THE HOME DEPOT PORT CHARLOTT, FL	182930			\$87.74	03/25/13
02/21/13	THE HOME DEPOT PORT CHARLOTT, FL	2060504			\$40.59	03/25/13
02/27/13	THE HOME DEPOT NORTH PORT, FL	6130936			\$111.28	03/25/13
<b>TOTAL</b>					<b>\$360.48</b>	

Questions About Your Account  
ACCT MGR HOME DEPOT CREDIT SERVICES  
PHONE 1-800-395-7363  
FAX 1-877-969-6751  
GO TO WWW.MYHOMEDEPOTACCOUNT.COM

Send Billing Inquiries to:  
HOME DEPOT CREDIT SERVICES  
PO Box 790340  
St. Louis, MO 63179-0340

# Ken Tyner Electric Inc

License # ER13012605

8380 Swiss Blvd

Punta Gorda, FL 33982

Phone: 941-505-2778 Fax: 941-505-8999

E-mail kentynerelectric@yahoo.com

# Invoice

Date	Invoice #
3/5/2013	748

Bill To
Lakeside Plantation 2200 Plantation Blvd North Port, FL 34289 O-941-423-5500 F-941-423-5501 lakesideplantation@comcast.net

Job Address
Lakeside Plantation 2200 Plantation Blvd North Port, FL 34289 Bill-815-2740

Terms	Due on receipt
-------	----------------

Description	Amount
1. REPAIRED STREET LIGHTS 2. REPLACED WIRE  LABOR MATERIAL	   360.00 127.00

Thank you for your business.	<b>Total</b>	<b>\$487.00</b>
	<b>Payments/Credits</b>	<b>\$0.00</b>
	<b>Balance Due</b>	<b>\$487.00</b>

Approved 3/13/2013 by paltman

## DISTRICT CHECK REQUEST FORM

**Today's Date**      02/22/2013

**District Name**      Lakeside Plantation CDD

**Check Amount**      **\$ 5,711.71**

**Payable to:**      Lakeside Plantation CDD

Transfer Funds from Tax Collector to Debt Service Account

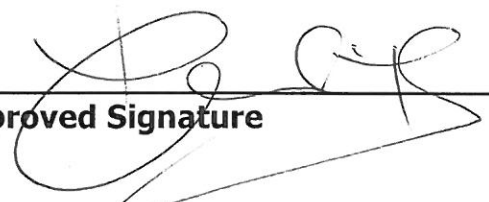
**Check Description**

Series 1999-DS Acct# 6753360

**Special Instructions:**

**Do Not Mail – Please give check to Glen Shamblen**

(Please attach all support documentation: i.e., invoices, training class applications, etc.)

  
\_\_\_\_\_  
**Approved Signature**

DM	_____
Fund	<u>001</u> _____
G/L	<u>20702</u> _____
Object Cd	_____
CK #	_____
Date	_____

Approved 3/6/2013 by akeller

# DISTRICT CHECK REQUEST FORM

**Today's Date**      02/28/2013

**District Name**      Lakeside Plantation CDD

**Check Amount**      \$ 82,669.00

**Payable to:** Lakeside Plantation CDD

Transfer Funds from Tax Collector to Debt Service Account

## Check Description

Series 1999-DS Acct# 6753360

## Special Instructions:

## Do Not Mail – Please give check to Glen Shamblen

(Please attach all support documentation: i.e., invoices, training class applications, etc.)

  
**Approved Signature**

DM	_____
Fund	001_____
G/L	20702_____
Object Cd	_____
CK #	_____
Date	_____

# DISTRICT CHECK REQUEST FORM

**Today's Date** 3/4/2013

**District Name** Lakeside Plantation

**Check Amount** 180.00

**Payable to:** Milan Fiser

**Mailing Address** PO Box 380714  
Murdock, Florida

**Check Description** Tennis Lessons

**Special Instructions**

\_\_\_\_\_  
**Approved Signature**

DM	_____
Fund	_____
G/L	_____
Object Cd	_____
CK #	_____
Date	_____

Approved 3/13/2013 by rrios

# DISTRICT CHECK REQUEST FORM

**Today's Date** 3/4/2013

**District Name** Lakeside Plantation

**Check Amount** \$120.00

**Payable to:** Milan Fiser

**Mailing Address** PO Box 380714  
Murdock, Florida

**Check Description** Junior Tennis

**Special Instructions**

\_\_\_\_\_  
**Approved Signature**

DM	_____
Fund	_____
G/L	_____
Object Cd	_____
CK #	_____
	Date _____

Approved 3/13/2013 by rrios

**DISTRICT CHECK REQUEST FORM**

**Today's Date** 3/4/2013

**District Name** Lakeside Plantation

**Check Amount** \$60.00

**Payable to:** Milan Fiser

**Mailing Address** PO Box 380714  
Murdoch, Florida  
\_\_\_\_\_

**Check Description** Junior Tennis

**Special Instructions**

\_\_\_\_\_  
**Approved Signature**

DM	_____
Fund	_____
G/L	_____
Object Cd	_____
CK #	_____
Date	_____

Approved 3/13/2013 by rrios

**DISTRICT CHECK REQUEST FORM**

**Today's Date** 3/4/2013

**District Name** Lakeside Plantation

**Check Amount** \$120.00

**Payable to:** Milan Fiser

**Mailing Address** PO Box 380714  
Murdock, Florida

**Check Description** Adult Beginner Clinic

**Special Instructions**

\_\_\_\_\_  
**Approved Signature**

DM	_____
Fund	_____
G/L	_____
Object Cd	_____
CK #	_____
	Date _____

Approved 3/13/2013 by rrios

MORTON'S ACE HARDWARE  
 3035 TAMiami TRAIL  
 PORT CHARLOTTE, FL  
 33952  
 PHONE: (941) 627-5558

SOLD TO: LAKESIDE PLANTATION  
 5680 W. CYPRESS ST.  
 SUITE 5680A  
 TAMPA FL 33607-2393  
 813-873-7300

CUSTOMER: 35500      JOB:000  
 TERMS: NET

DATE / TIME: 12/13/12    11:30  
 CLERK: DMM  
 TERMINAL: 558  
 REWARD NO: ACE REWARDS

RESALE-NO: 85-8012611342C-1

**INVOICE: 300226**

QUANTITY	UM	ITEM	DESCRIPTION	SUGG	PRICE /PER	EXTENSION
1	EA	6108740	WALL CLOCK 14"COMM 32188		17.99 /EA	17.99
<b>REPRINT</b>						
					TAXABLE	0.00
					NON-TAXABLE	17.99
					SUB-TOTAL	17.99
					TD DISCOUNT	-1.80
					TAX AMOUNT	0.00
					<b>TOTAL</b>	<b>16.19</b>

\*\* AMOUNT CHARGED TO STORE ACCOUNT \*\*      16.19

*X. William Lopez*  
 Received By



Approved 3/21/2013 by Glen

p.2

9417660908

MORTON'S HARDWARE

Mar 13 13 12:37p

MORTON'S ACE HARDWARE  
 3035 TAMiami TRAIL  
 PORT CHARLOTTE, FL  
 33952  
 PHONE: (941) 627-5558

SOLD TO: LAKESIDE PLANTATION  
 5680 W. CYPRESS ST.  
 SUITE 5680A  
 TAMPA FL 33607-2393  
 813-873-7300

CUSTOMER: 35500  
 TERMS: NET

JOB:000

DATE / TIME: 1/ 8/13 10:16

CLERK: SAM

TERMINAL: 556

REWARD NO: ACE REWARDS

RESALE-NO: 85-8012611342C-1

**INVOICE: 300999**

QUANTITY	UM	ITEM	DESCRIPTION	SUGG	PRICE /PER	EXTENSION
1	EA	2105799	BIT SECURITY #6 SPANNER		1.99 /EA	1.99 N
1	EA	2105807	BIT SECURITY #8 SPANNER		1.99 /EA	1.99 N
<b>REPRINT</b>						
					TAXABLE	0.00
					NON-TAXABLE	3.98
					SUB-TOTAL	3.98
					TD DISCOUNT	-0.40
					TAX AMOUNT	0.00
					<b>TOTAL</b>	<b>3.58</b>

\*\* AMOUNT CHARGED TO STORE ACCOUNT \*\*

3.58

*X William Bay*

Received By



Approved 3/21/2013 by Glen

Invoice  
**INVOICE:** OE-1744505-1

**Terms:** Net 30

**Invoice Date:** 02/27/13

**Customer:** 335305, LAKESIDE PLANTATION COMMUNITY

**PO Number:**

**Ship To:** 000

LAKESIDE PLANTATION COMMUNITY  
DEVELOPMENT DISTRICT  
5680 W CYPRESS ST SUITE A  
TAMPA, FL 33607  
Attn: Margarita

**MyOfficeProducts**

RECEIVED

MAR 08 2013

Page: 1 of 1



000233 0101

119 01

**Sold To:**



LAKESIDE PLANTATION COMMUNITY  
DEVELOPMENT DISTRICT  
5680 W CYPRESS ST STE A  
TAMPA, FL 33607-1775



**Special Instructions:**

**Cost Center:**

**Salesperson**  
TP011

**Order Date**  
02/15/13

**Order Entry Person**  
cathy.high

**Route Code**  
TP001

Product Number	# Ord	# Shp	# B/O	Description	Unit	Price	Extension
L1037MB	1	1		CHECKS START #3450	EA	79.00	79.00
<b>Message:</b> QUANTITY 250							
10FREIGHT	1	1		FREIGHT CHARGE	EA	7.90	7.90
FUEL SURCHARGE	1	1		FUEL SURCHARGE	EA	0.00	0.00

**Subtotal:** \$86.90  
**Discount:** \$0.00  
**Sales Tax:** \$0.00  
**Del/Svc Chg:** \$0.00  
**\*Other Charges:** \$0.00  
**Total:** \$86.90

\*\*\*Other Charges: Fuel Surcharge: \$0.00

Approved 3/13/2013 by rrios

000000158-A

130016

*\*Shortage Policy: MyOfficeProducts must be notified within 5 business days from the date of the signed delivery ticket of any shortage or MyOfficeProducts will not be held responsible for the shortage.*  
*\*Return Policy: MyOfficeProducts must be notified within 30 business days from the date of the signed delivery ticket of any product requesting to be returned. The product must be returned in its original packaging and must be in resalable condition in order to receive full credit.*

Please detach this portion and return with your payment. To insure proper credit, include your Customer Number on check.

335305, LAKESIDE PLANTATION COMMUNITY

**Please Remit Payment To:**  
MyOfficeProducts.com  
P.O. Box 306003  
Nashville, TN 37230-6003

**INVOICE:** OE-1744505-1

**Total Amount Due:** \$86.90  
**Payment Due Date:** 03/29/13



PO Box 380714  
MURDOCK, FL 33938

www.poolboyinc.com

# Invoice # 63768

### JOIN OUR EMAIL LIST

Get coupons, news, and updates via e-mail.

Write your e-mail address on the payment coupon below, and we will add you to our mailing list. Your email address will be solely for internal purposes...never sold or given away.

Date

3/4/2013

#### Bill To

Lakeside Plantation  
Tanya Harrington  
2200 Plantation Blvd.  
North Port, FL 34289

#### Service Address

Lakeside Plantation  
Tanya Harrington  
2200 Plantation Blvd.  
North Port, FL 34289

Item	Description	Amount
REPAIR LABOR	Labor: Found all five geothermal pool heaters frozen & source/lake pump not running. Fixed bad wire connections at pump mag starter. If mag starter trips again, mag starter will have to be replaced. Pump amps are ok. Thawed 5 frozen heaters and restarted system.	275.00
<b>Thank you for your business.</b>		
Join our email list below to get instant updates on services and receive our newsletter.		<b>Current Charges</b> \$275.00
		<b>Total Amount Due</b> <b>\$275.00</b> <small>Current Charges + Previous Balance</small>

Approved 3/13/2013 by paltman

### QUESTIONS OR CONCERNS? CALL 941-255-1900

DETACH AND SUBMIT THIS PORTION WITH YOUR CHECK OR CREDIT CARD INFORMATION

Total Amount Due	<b>\$275.00</b>	Payment Amt	\$	MC	Visa	Discover	AmEx	Check
Credit Card Number						Exp Date		
Name on Card				Signature				
Invoice #	<b>63768</b>	E-Mail Address:						

Make/Send Payment To:



PO Box 380714  
MURDOCK, FL 33938

Please be sure that address shows through window.

#### Customer:

Lakeside Plantation  
Tanya Harrington  
2200 Plantation Blvd.

By checking this box and signing below, I am authorizing Pool Boy, Inc. to automatically charge the credit card listed above for my monthly pool service. Charges will be processed at the beginning of the month for that month's service.

Signature \_\_\_\_\_



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- 1 Log in to your online member account and select your local club at [SamsClub.com/clicknpull](http://SamsClub.com/clicknpull).
- 2 Submit your shopping order by 5 pm.
- 3 We'll pull your items and have them ready for pickup the next day!



**You click. We pull. You save.**

## Sam's Club® Credit

LAKESIDE PLANTATION  
Account Number: 7715 0901 1476 2388

Visit us at [samsclub.com/credit](http://samsclub.com/credit)  
Member Service: 1-800-203-5764

1-2

Summary of Account Activity		Payment Information	
Previous Balance	\$904.92	New Balance	\$191.88
- Payments	\$904.92	Total Minimum Payment Due	\$50.00
+ Purchases/Debits	\$191.88	Payment Due Date	03/24/2013
<b>New Balance</b>	<b>\$191.88</b>		
Credit Limit	\$1,500.00		
Available Credit	\$1,308.00		
Statement Closing Date	02/27/2013		
Days in Billing Cycle	31		

Transaction Summary				
Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
02/14	02/14	P9280001G015BZYZ8	MURDOCK CIR PT CHARLOTTE FL	\$191.88
			TOTAL FOR AUTHORIZED BUYER NO 42	\$191.88
02/10	02/10	P9280001B01HW281G	PAYMENT - THANK YOU	(\$904.92)

Interest Charge Calculation					
Your Annual Percentage Rate (APR) is the annual interest rate on your account.					
Type of Balance	Expiration Date	ANNUAL PERCENTAGE RATE	Balance Subject to Interest Rate	Interest Charge	Balance Method
Regular Purchases	N/A	29.90% (v)	\$0.00	\$0.00	2D
(v) = variable rate					

PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.

NOTICE: We may convert your payment into an electronic debit. See reverse side for details, Billing Rights and other important information.

MEMBER SERVICE: For Account Information log on to [samsclub.com/credit](http://samsclub.com/credit). This account is not registered. The authentication code is: 8EST883. Or call toll-free 1-800-203-5764.

6709 0003 A7H 1 7 27 130227 PAGE 1 of 3 9280 5000 MP17 01EH6709 84835

Detach and mail this portion with your check. Do not include any correspondence with your check.



Account Number: 7715 0901 1476 2388

Total Minimum Payment Due	Payment Due Date	New Balance
\$50.00	03/24/2013	\$191.88

Payment Enclosed: Please use blue or black ink.

\$



New address or email? Print changes on back.

LAKESIDE PLANTATION  
BILL CAPOZZI  
5680 W CYPRESS ST STE A  
TAMPA FL 33607-1775

84835  
1209



Make Payment to: SAM'S CLUB/GECRB  
P.O. BOX 530981  
ATLANTA, GA 30353-0981



0005000090492 000500000019188 000771509 0114762 38822

Approved 3/7/2013 by paltman

~~DUPLICATE RECEIPT~~

Sparkle Brite Pools of N Port  
1201 W. Price Blvd.  
North Port, FL 34288  
Phone 564-8069  
Fax 564-8079

~~SALES RECEIPT~~

Transaction #: 10707  
Account #: 235  
Date: 2/2/2013 Time: 9:05:18 AM  
Cashier: 6921 Register #: 1

ACCOUNT: 235  
BILL TO: LAKESIDE PLANTATION COMM DEV D  
LAKESIDE PLANTATION COMM DEV D  
2200 PLANTATIN BLVD  
NORTH PORT, FL 34289

SHIP TO: LAKESIDE PLANTATION COI DEV D  
LAKESIDE PLANTATION COMM DEV D  
2200 PLANTATIN BLVD  
NORTH PORT, FL 34289

Item	Description	Amount
01	CHLORINE 2.5 GAL JUG CHLORINE (Qty: 2.5) 4 @ \$5.00	\$20.00
Sub Total		\$20.00
Sarasota County		\$0.00
Total		\$20.00
House Account		\$20.00
Previous Balance		\$776.42
New Balance		\$796.42
Change Due		\$0.00



\*10707\*

Thank you for shopping  
Sparkle Brite Pools of N.Port  
We hope you'll come back soon!

~~DUPLICATE RECEIPT~~

Approved 3/13/2013 by paltman

**DUPLICATE RECEIPT**

Sparkle Brite Pools of N.Port  
1201 W. Price Blvd.  
North Port, FL 34288  
Phone 564-8069  
Fax 564-8079

**Sales Receipt**

Transaction #: 10790  
Account #: 235  
Date: 2/7/2013 Time: 11:18:13 AM  
Cashier: 6921 Register #: 1

ACCOUNT: 235  
BILL TO: LAKESIDE PLANTATION COMM DEV D  
LAKESIDE PLANTATION COMM DEV D  
2200 PLANTATIN BLVD  
NORTH PORT, FL 34289

SHIP TO: LAKESIDE PLANTATION COMM DEV D  
LAKESIDE PLANTATION COMM DEV D  
2200 PLANTATIN BLVD  
NORTH PORT, FL 34289

Item	Description	Amount
025551717	NEW 80Z STICKS 50LB	\$172.99
	Discount	(\$13.00)
		=====
	Sub Total	\$159.99
	Sarasota County	\$0.00
	Total	\$159.99
	House Account	\$159.99
	Previous Balance	\$796.42
	New Balance	\$956.41
	Charge Due	\$0.00

**You saved \$13.00!**



\*10790\*

Thank you for shopping  
Sparkle Brite Pools of N.Port  
We hope you'll come back soon!

**DUPLICATE RECEIPT**

Approved 3/13/2013 by paltman

**DUPLICATE RECEIPT**

Sparkle Brite Pools of N.Port  
1201 W. Price Blvd.  
North Port, FL 34288  
Phone 564-8069  
Fax 564-8079

**Sales Receipt**

Transaction #: 10870  
Account #: 235  
Date: 2/11/2013 Time: 11:21:19 AM  
Cashier: 6921 Register #: 1

ACCOUNT: 235  
BILL TO: LAKESIDE PLANTATION COMM DEV D  
LAKESIDE PLANTATION COMM DEV D  
2200 PLANTATIN BLVD  
NORTH PORT, FL 34289

SHIP TO: LAKESIDE PLANTATION COMM DEV D  
LAKESIDE PLANTATION COMM DEV D  
2200 PLANTATIN BLVD  
NORTH PORT, FL 34289

Item	Description	Amount
01	CHLORINE 2.5 GAL JUG CHLORINE (Qty: 2.5) 4 @ \$5.00	\$20.00
Sub Total		\$20.00
Sarasota County		\$0.00
Total		\$20.00
House Account		\$20.00
Previous Balance		\$956.41
New Balance		\$976.41
Change Due		\$0.00



\*10870\*

Thank you for shopping  
Sparkle Brite Pools of N.Port  
We hope you'll come back soon!

**DUPLICATE RECEIPT**

Approved 3/13/2013 by paltman

**DUPLICATE RECEIPT**

Sparkle Brite Pools of N.Port  
1201 W. Price Blvd.  
North Port, FL 34288  
Phone 564-8069  
Fax 564-8079

**Sales Receipt**

Transaction #: 10994  
Account #: 235  
Date: 2/19/2013 Time: 10:02:42 AM  
Cashier: 6921 Register #: 1

ACCOUNT: 235  
BILL TO: LAKESIDE PLANTATION COMM DEV D  
LAKESIDE PLANTATION COMM DEV D  
2200 PLANTATIN BLVD  
NORTH PORT, FL 34289

SHIP TO: LAKESIDE PLANTATION COMM DEV D  
LAKESIDE PLANTATION COMM DEV D  
2200 PLANTATIN BLVD  
NORTH PORT, FL 34289

Item	Description	Amount
01	CHLORINE 2.5 GAL JUG CHLORINE (Qty: 2.5) 4 @ \$5.00	\$20.00

Sub Total	\$20.00
Sarasota County	\$0.00
Total	\$20.00
House Account	\$20.00
Previous Balance	\$375.31
New Balance	\$395.31
Change Due	\$0.00



\*10994\*

Thank you for shopping  
Sparkle Brite Pools of N.Port  
We hope you'll come back soon!

**DUPLICATE RECEIPT**

Approved 3/13/2013 by paltman

**DUPLICATE RECEIPT**

Sparkle Brite Pools of N.Port  
1201 W. Price Blvd.  
North Port, FL 34288  
Phone 564-8069  
Fax 564-8079

**Sales Receipt**

Transaction #: 11424  
Account #: 235  
Date: 3/11/2013 Time: 2:37:38 PM  
Cashier: 6921 Register #: 1

ACCOUNT: 235  
BILL TO: LAKESIDE PLANTATION COMM DEV D  
LAKESIDE PLANTATION COMM DEV D  
2200 PLANTATIN BLVD  
NORTH PORT, FL 34289

SHIP TO: LAKESIDE PLANTATION COMM DEV D  
LAKESIDE PLANTATION COMM DEV D  
2200 PLANTATIN BLVD  
NORTH PORT, FL 34289

Item	Description	Amount
01	CHLORINE 2.5 GAL JUG CHLORINE (Qty: 2.5) 8 @ \$5.00	\$40.00
017541634	BIO OFF THE WALL 12OZ	\$8.99
735421360	ADJ BROWN COARSE PAD W	\$6.29
025551717	NEW 8OZ STICKS 50LB	\$172.99
	Discount	(\$22.99)
	Sub Total	\$205.28
	Sarasota County	\$0.00
	Total	\$205.28
	House Account	\$205.28
	Previous Balance	\$395.31
	New Balance	\$600.59
	Change Due	\$0.00

**You saved \$22.99!**



\*11424\*  
Thank you for shopping  
Sparkle Brite Pools of N.Port  
We hope you'll come back soon!

**DUPLICATE RECEIPT**

Approved 3/20/2013 by paltman

**DUPLICATE RECEIPT**

Sparkle Brite Pools of N.Port  
1201 W. Price Blvd.  
North Port, FL 34288  
Phone 564-8069  
Fax 564-8079

**Sales Receipt**

Transaction #: 11485  
Account #: 235  
Date: 3/14/2013 Time: 10:15:02 AM  
Cashier: 6921 Register #: 1

ACCOUNT: 235  
BILL TO: LAKESIDE PLANTATION COMM DEV D  
LAKESIDE PLANTATION COMM DEV D  
2200 PLANTATIN BLVD  
NORTH PORT, FL 34289

SHIP TO: LAKESIDE PLANTATION COMM DEV D  
LAKESIDE PLANTATION COMM DEV D  
2200 PLANTATIN BLVD  
NORTH PORT, FL 34289

Item	Description	Amount
C1	CHLORINE 20.1 @ \$1.50	\$30.15
Sub Total		\$30.15
Sarasota County		\$0.00
Total		\$30.15
House Account		\$30.15
Previous Balance		\$602.09
New Balance		\$632.24
Change Due		\$0.00



\*11485\*

Thank you for shopping  
Sparkle Brite Pools of N.Port  
We hope you'll come back soon!

**DUPLICATE RECEIPT**

Approved 3/20/2013 by paltman



SUBSCRIBER RENEWAL  
 Sun Coast Media Group, Inc.  
 P.O. Box 198097  
 Atlanta, GA 30384-8097

RECEIVED

FEB 20 2013

Account Number: 2639915

Route Number: 5416

Send to:



LAKESIDE PLANTATION  
 ATTN: LAKESIDE PLANTATION, CDD  
 5680 W CYPRESS ST STE 5680A  
 TAMPA, FL 33607-7002

Delivered to:

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

Previous Expiration Date: 3/17/12

**Expiration Date 03/16/13**

Subscription Invoice - Please write account number on your check and amount paid on your remittance.  
 Thank you for your payment.  
 Subscriber to our SunE. Log on for more information. [www.sunnewspapers.net](http://www.sunnewspapers.net)

Unclaimed account balances under \$10, inactive for 24 months, will be used to purchase newspaper for classroom use.

PAYMENT OPTIONS - 7DAYS (1 COPY),TV-SAT (1 COPY)			
Weeks	Current Option	Pays Through	Total Due
104		03/14/15	\$401.29
52	✓	03/15/14	\$207.35
26		09/14/13	\$118.02
13		06/15/13	\$69.09

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 Venice Gondolier Sun (941)207-1300  
 Desoto Sun (863)494-7600  
 Englewood Sun (941)681-3000  
 North Port Sun (941)429-3000  
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CARD NO. \_\_\_\_\_ EXP DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

ACCOUNT NUMBER: 2639915    ROUTE NUMBER: 5416    EXPIRATION DATE: 03/16/13    AMOUNT PAID:

Send to: LAKESIDE PLANTATION  
 5680 W CYPRESS ST STE 5680A  
 TAMPA, FL 33607-7002

Delivered to: LAKESIDE PLANTATION  
 2200 PLANTATION BLVD  
 NORTH PORT, FL 34289-9472

\$



DUE ON RECEIPT. DETACH AND RETURN THIS PORTION TO: Sun Coast Media Group, Inc.  
 P.O. Box 198097  
 Atlanta, GA 30384-8097

Approved 2/27/2013 by paltman



Corporate Trust Services  
 EP-MN-WN3L  
 60 Livingston Ave.  
 St. Paul, MN 55107

RECEIVED

FEB 27 2013

Invoice Number: 3336395  
 Account Number: 6753328  
 Invoice Date: 02/21/2013  
 Direct Inquiries To: MARY ELIZABETH DRIGGS  
 Phone: 407-835-3804

LAKESIDE PLANTATION  
 C/O DISTRICT MANAGEMENT SERVICES  
 5680 W CYPRESS ST STE A  
 TAMPA, FL 33607

LAKESIDE PLANTATION CDD 99 A&B

The following is a statement of transactions pertaining to your account. For further information, please review the attached.

STATEMENT SUMMARY

PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE

\$1,826.00

All invoices are due upon receipt.

Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

LAKESIDE PLANTATION CDD 99 A&B

Invoice Number:	3336395
Account Number:	6753328
Current Due:	\$1,826.00
Direct Inquiries To:	MARY ELIZABETH DRIGGS
Phone:	407-835-3804

Wire Instructions:

U.S. Bank  
 ABA # 091000022  
 Acct # 1-801-5013-5135  
 Trust Acct # 6753328  
 Invoice # 3336395  
 Attn: Fee Dept St. Paul

Please mail payments to:

U.S. Bank  
 CM-9690  
 PO BOX 70870  
 St. Paul, MN 55170-9690

All of serving you™

Approved 3/13/2013 by paltman

# Lakeside Plantation

## Community Development District

Financial Statements  
(Unaudited)

Period Ending  
February 28, 2013



District Management Services, LLC  
5680 W. Cypress Street ~ Suite A ~ Tampa, Florida 33607  
Phone (813) 873-7300 ~ Fax (813) 873-7070

# Lakeside Plantation Community Development District

## Balance Sheet

As of 2/28/2013

(In Whole Numbers)

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>General Fixed Assets Account Group</u>	<u>General Long-Term Debt Account Group</u>	<u>TOTAL</u>
<b>Assets</b>					
Cash	224,516	0	0	0	224,516
Investments–Current	550,469	168,553	0	0	719,021
Accounts Receivable	0	0	0	0	0
Prepaid Items	1,377	0	0	0	1,377
Due From Other Funds	0	11,451	0	0	11,451
Amount Available In Debt Service Fund	0	0	0	180,004	180,004
Amount To Be Provided Debt Service	0	0	0	1,729,996	1,729,996
Fixed Assets	0	0	8,040,406	0	8,040,406
<b>Total Assets</b>	<u>776,362</u>	<u>180,004</u>	<u>8,040,406</u>	<u>1,910,000</u>	<u>10,906,771</u>
<b>Liabilities</b>					
Accounts Payable	88,433	0	0	0	88,433
Accrued Expenses Payable	0	0	0	0	0
Deferred Revenue	0	0	0	0	0
Due To Other Funds	11,451	0	0	0	11,451
Revenue Bonds Payable–Long Term	0	0	0	1,910,000	1,910,000
<b>Total Liabilities</b>	<u>99,885</u>	<u>0</u>	<u>0</u>	<u>1,910,000</u>	<u>2,009,885</u>
<b>Fund Equity &amp; Other Credits Contributed Capital</b>					
Investment In General Fixed Assets	0	0	8,040,406	0	8,040,406
Fund Balance–Reserved	0	92,587	0	0	92,587
Fund Balance–Unreserved	469,127	0	0	0	469,127
Net Changes In Fund Balances For Year	207,350	87,418	0	0	294,768
<b>Total Fund Equity &amp; Other Credits Contributed Capital</b>	<u>676,477</u>	<u>180,004</u>	<u>8,040,406</u>	<u>0</u>	<u>8,896,887</u>
<b>Total Liabilities &amp; Fund Equity</b>	<u>776,362</u>	<u>180,004</u>	<u>8,040,406</u>	<u>1,910,000</u>	<u>10,906,771</u>

# Lakeside Plantation Community Development District

## Comparable - Income Stmt - General Fund

### General Fund - 001

From 10/1/2012 Through 2/28/2013

(In Whole Numbers)

	<b>Annual Budget</b>	<b>Current Period Actual</b>	<b>Budget to Actual Variance</b>	<b>Budget Percent Remaining</b>
<b>Revenues</b>				
Special Assessments - Service Charges				
Operations & Maintenance Assmts-Tax Roll	651,844	495,655	156,190	23.96%
Interest Earnings				
Interest Earnings	700	136	564	80.63%
Other Miscellaneous Revenues				
Miscellaneous	0	200	(200)	0.00%
Clubhouse Rentals	3,000	2,492	508	16.93%
Activities	9,000	5,885	3,115	34.61%
Tennis Club	12,000	7,544	4,456	37.13%
<b>Total Revenues</b>	<b>676,544</b>	<b>511,911</b>	<b>164,633</b>	<b>24.33%</b>
<b>Expenditures</b>				
Legislative				
Supervisor Fees	9,000	4,800	4,200	46.66%
Financial & Administrative				
District Manager	45,500	18,958	26,542	58.33%
District Engineer	7,000	3,961	3,039	43.41%
Disclosure Report	1,000	1,000	0	0.00%
Trustees Fees	2,000	4,842	(2,842)	(142.09)%
Audit Fees	8,000	0	8,000	100.00%
Arbitrage Rebate Calculation	1,200	0	1,200	100.00%
Postage, Phone, Faxes, Copies	300	667	(367)	(122.23)%
Public Communications	500	0	500	100.00%
General Liability Insurance	6,000	533	5,467	91.11%
Legal Advertising	1,000	268	732	73.23%
Dues, Licenses & Fees	185	202	(17)	(9.18)%
Other Current Charges	1,200	87	1,113	92.75%
Legal Counsel				
District Counsel	12,000	2,863	9,137	76.14%
General Maintenance				
Personnel Services	151,000	70,344	80,656	53.41%
Roadway Maintenance	10,000	450	9,550	95.50%
Common Area Renewal & Replacement	20,000	0	20,000	100.00%
Street Lighting	18,000	100	17,900	99.44%
Lawn Service/Landscaping-Contractual	78,000	41,662	36,339	46.58%
Plant Replacement Program	12,000	900	11,100	92.50%
Irrigation Maintenance	2,500	0	2,500	100.00%
Lake Maintenance	12,000	4,830	7,170	59.75%
Lake Bank Restoration	10,000	0	10,000	100.00%
Entrance Feature - Electric	8,500	2,824	5,676	66.77%

# Lakeside Plantation Community Development District

## Comparable - Income Stmt - General Fund

### General Fund - 001

From 10/1/2012 Through 2/28/2013

(In Whole Numbers)

	<b>Annual Budget</b>	<b>Current Period Actual</b>	<b>Budget to Actual Variance</b>	<b>Budget Percent Remaining</b>
Entrance Feature-Utilities/Water	2,000	115	1,885	94.24%
Entrance Feature - Repairs/Maint.	2,000	0	2,000	100.00%
Misc. Tools, Equipment & Supplies	2,400	224	2,176	90.66%
<b>Clubhouse/Pool/Tennis Courts</b>				
Clubhouse - Activities	19,000	14,634	4,366	22.97%
Clubhouse - Licenses/Fees	600	291	309	51.50%
Clubhouse - General Supplies	4,000	4,912	(912)	(22.78)%
Clubhouse - Maintenance	10,000	4,395	5,605	56.04%
Clubhouse - Renewal & Replacements	5,000	707	4,293	85.86%
Clubhouse - Office Supplies	1,200	848	352	29.31%
Clubhouse - Pest Control	900	863	37	4.11%
Clubhouse - Security	2,000	422	1,578	78.92%
Clubhouse - AED	300	0	300	100.00%
Clubhouse - Telephone & Internet	3,500	1,558	1,942	55.49%
Clubhouse - Exercise Equipment	7,000	0	7,000	100.00%
Clubhouse - Furniture	3,000	0	3,000	100.00%
Clubhouse - Janitorial Supplies	3,000	29	2,971	99.03%
Clubhouse/Tennis - Electric	12,500	5,966	6,534	52.27%
Clubhouse - Gas	200	140	60	29.99%
Club/Pool - Waste Removal/Refuse	1,600	600	1,000	62.50%
Clubhouse/Pool - Water & Sewer	3,000	1,880	1,120	37.33%
Pool - Electric	21,000	7,763	13,237	63.03%
Pool - Furniture	5,000	0	5,000	100.00%
Pool - Maintenance	6,000	4,791	1,209	20.15%
Tennis Court - Maintenance	4,000	2,330	1,671	41.76%
Tennis Court - Programs	2,000	1,582	418	20.91%
Tennis Court - Water	7,000	2,887	4,113	58.76%
<b>Other Expenses</b>				
Property Insurance	10,000	3,776	6,224	62.24%
Tax Collector Fees	9,259	(39,877)	49,136	530.68%
Capital Improvements	37,200	124,435	(87,235)	(234.50)%
Reserves	75,000	0	75,000	100.00%
<b>Total Expenditures</b>	<b>676,544</b>	<b>304,560</b>	<b>371,984</b>	<b>54.98%</b>
Subtotal: Rev Over / (Under) Exp	0	207,350	(207,350)	0.00%
Total: Revenues Over / Under Expenditures	0	207,350	(207,350)	0.00%

# Lakeside Plantation Community Development District

## Statement of Revenues and Expenditures

### Debt Service Fund - 200

From 10/1/2012 Through 2/28/2013

(In Whole Numbers)

	<b>Annual Budget</b>	<b>Current Period Actual</b>	<b>Budget to Actual Variance</b>	<b>Budget Percent Remaining</b>
Revenues				
Special Assessments - Capital Improvements				
Debt Service Assmts-Tax Roll	187,185	153,787	33,398	17.84%
Interest Earnings				
Interest Earnings	0	3	(3)	0.00%
Total Revenues	<u>187,185</u>	<u>153,790</u>	<u>33,395</u>	<u>17.84%</u>
Expenditures				
Debt Service Payments				
Miscellaneous	5,830	0	5,830	100.00%
Interest Payments	131,355	66,373	64,983	49.47%
Principal Payments	50,000	0	50,000	100.00%
Total Expenditures	<u>187,185</u>	<u>66,373</u>	<u>120,813</u>	<u>64.54%</u>
Excess of Revenues Over (Under) Expenditures	<u>0</u>	<u>87,418</u>	<u>(87,418)</u>	<u>0.00%</u>
Exc of Rev./Other Sources Over Expnd./Other Uses	<u>0</u>	<u>87,418</u>	<u>(87,418)</u>	<u>0.00%</u>

**Lakeside Plantation Community Development District  
Reconcile Cash Accounts**

Reconciliation Date: 2/28/2013

**Cash Account: 10101 Cash-BB&T Operating A/C**

Bank Balance	235,904.09
Less Outstanding Checks/Vouchers	12,604.46
Plus Deposits in Transit	0.00
Plus or Minus Other Cash Items	0.00
Plus or Minus Suspense Items	<u>0.00</u>
Reconciled Bank Balance	223,299.63
Balance Per Books	<u>223,299.63</u>
Unreconciled Difference	<u><u>0.00</u></u>

Lakeside Plantation Community Development District  
Reconcile Cash Accounts  
Outstanding Checks/Vouchers

Reconciliation Date: 2/28/2013

Cash Account: 10101 Cash-BB&T Operating A/C

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Payee</u>
2904	3/1/2012	System Generated Check/Voucher	50.00	Mike Stewart
3040	5/18/2012	System Generated Check/Voucher	35.00	Domain Registry of America
3345	1/18/2013	System Generated Check/Voucher	200.00	Patricia Durham
3347	1/18/2013	System Generated Check/Voucher	200.00	Jane Gallo
3371	2/8/2013	System Generated Check/Voucher	200.00	Camille Stephens
3372	2/8/2013	System Generated Check/Voucher	200.00	Patricia Durham
3373	2/8/2013	System Generated Check/Voucher	200.00	Jane Gallo
3395	2/28/2013	System Generated Check/Voucher	11,519.46	District Management Services, LLC
Outstanding Checks/Vouchers			12,604.46	

864-02-01-00 50368 0 C 001 29 50 004  
LAKESIDE PLANTATION CDD  
5680 W CYPRESS ST STE A  
TAMPA FL 33607-1775

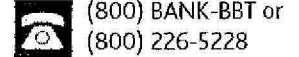
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## Your consolidated statement

For 02/28/2013

## Contact us



### New for CashManager OnLine® users!

Online banking is fast and easy, but at the same time, you must take sensible steps - a "layered defense" approach to avoid becoming a victim of online fraud. BB&T has now partnered with **Trusteer**, the leading provider of endpoint cybercrime prevention solutions, to offer every CashManager OnLine® user **Trusteer Rapport**. Rapport protects end-users against malware and phishing attacks.

During a planned implementation schedule, **BB&T will require all CashManager OnLine users to download this software.** Download is free and only takes a few minutes.

Want to learn more about the role of Trusteer Rapport in your company's layered defense plan? Call BB&T Treasury Management Client Support at 800-774-8179.

## Summary of your accounts

ACCOUNT NAME	ACCOUNT NUMBER	BALANCE(\$)	DETAILS ON
BASIC PUBLIC FUND CHECKING		235,904.09	page 1
PUBLIC FUND MONEY RATE SAVINGS		550,074.18	page 2
COMMUNITY CHECKING		516.87	page 2
Total checking and money market savings accounts		\$786,495.14	

## Checking and money market savings accounts

### ■ BASIC PUBLIC FUND CHECKING

#### Account summary

Your previous balance as of 01/31/2013	\$238,253.11
Checks	- 102,349.02
Other withdrawals, debits and service charges	- 0.00
Deposits, credits and interest	+ 100,000.00
Your new balance as of 02/28/2013	= \$235,904.09

#### Checks

DATE	CHECK #	AMOUNT(\$)	DATE	CHECK #	AMOUNT(\$)	DATE	CHECK #	AMOUNT(\$)
02/05	3356	200.00	02/04	3362	613.25	02/05	3366	12.77
02/04	*3358	1,045.00	02/04	3363	1,121.23	02/06	3367	682.50
02/07	*3360	259.49	02/04	3364	1,692.84	02/06	3368	559.94
02/04	3361	11,280.57	02/06	3365	6,390.00	02/06	3369	890.50

continued

■ BASIC PUBLIC FUND CHECKING

DATE	CHECK #	AMOUNT(\$)	DATE	CHECK #	AMOUNT(\$)	DATE	CHECK #	AMOUNT(\$)
02/11	3370	307.00	02/20	3381	150.00	02/25	3388	120.00
02/12	*3374	966.00	02/21	3382	7,095.50	02/19	3389	780.27
02/12	3375	904.92	02/21	3383	99.33	02/19	3390	23.73
02/12	3376	147.00	02/20	3384	718.22	02/20	3391	180.07
02/14	3377	200.00	02/19	3385	5,619.43	02/19	3392	601.10
02/12	3378	295.00	02/22	3386	57,930.49	02/25	3393	96.27
02/11	3379	200.00	02/19	3387	580.00	02/25	3394	291.60
02/11	3380	295.00						

\* indicates a skip in sequential check numbers above this item

Total checks = \$102,349.02

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT(\$)
02/06	BB&T BUSINESS ONLINE TRANSFER TRANSFER FROM CHECKING	100,000.00
Total deposits, credits and interest		= \$100,000.00

■ PUBLIC FUND MONEY RATE SAVINGS

Account summary

Your previous balance as of 01/31/2013	\$599,264.58
Checks	- 0.00
Other withdrawals, debits and service charges	- 100,538.82
Deposits, credits and interest	+ 51,348.42
Your new balance as of 02/28/2013	= \$550,074.18

Interest summary

Interest paid this statement period	\$19.89
2013 interest paid year-to-date	\$44.83
Interest rate	0.05%
Annual percentage yield (APY) earned	0.05%

Other withdrawals, debits and service charges

DATE	DESCRIPTION	AMOUNT(\$)
02/06	BB&T BUSINESS ONLINE TRANSFER TRANSFER TO CHECKING	538.82
02/06	BB&T BUSINESS ONLINE TRANSFER TRANSFER TO CHECKING	100,000.00
Total other withdrawals, debits and service charges		= \$100,538.82

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT(\$)
02/28	TAX DIST BARBARA FORD LAKESIDE PLANTATION	51,328.53
02/28	INTEREST PAYMENT	19.89
Total deposits, credits and interest		= \$51,348.42

■ COMMUNITY CHECKING

Account summary

Your previous balance as of 01/31/2013	\$481.81
Checks	- 0.00
Other withdrawals, debits and service charges	- 503.76
Deposits, credits and interest	+ 538.82
Your new balance as of 02/28/2013	= \$516.87

Other withdrawals, debits and service charges

DATE	DESCRIPTION	AMOUNT(\$)
02/06	BB&T CHECK CARD PURCHASE-PIN 02-05-13 PORT CHARLOTT FL 9143 DOLLAR TREE #00986	20.33
02/11	BB&T CHECK CARD PURCHASE ALL BRAND SERVICE 02-08 PORT CHARLOTT FL 9150	40.00
02/11	BB&T CHECK CARD PURCHASE LTM PARTY - PT. CH 02-08 PT. CHARLOTTE FL 9143	154.70
02/11	BB&T CHECK CARD PURCHASE-PIN 02-09-13 NORTH PORT FL 9150 PUBLIX SUPER MAR 1251 S	38.52
02/11	BB&T CHECK CARD PURCHASE-PIN 02-09-13 CVS 04726 9143 04726--24200 PORT CHARLOTT FL	50.00
02/11	BB&T CHECK CARD PURCHASE-PIN 02-11-13 SAM'S CLUB 9150 6445 WAL-SAMS PORT CHARLOTT FL	20.21
02/21	BB&T CHECK CARD PURCHASE EXXONMOBIL 9741 02-19 NORTH PORT FL 9150	10.00
02/27	BB&T CHECK CARD PURCHASE-PIN 02-27-13 EXXONMOBIL 9143 JACK & PAUL I NORTH PO FL	18.03
02/28	BB&T CHECK CARD PURCHASE EXXONMOBIL 9741 02-26 NORTH PORT FL 9150	7.36
02/28	BB&T CHECK CARD PURCHASE DOUGHBOYS 02-27 PORT CHARLOTT FL 9143	144.61
Total other withdrawals, debits and service charges		= \$503.76

Lakeside Plantation Community Development District  
Reconcile Cash Accounts

Reconciliation Date: 2/28/2013  
Cash Account: 10102 Cash-BB&T Activities A/C

Bank Balance	789.53
Less Outstanding Checks/Vouchers	0.00
Plus Deposits in Transit	0.00
Plus or Minus Other Cash Items	0.00
Plus or Minus Suspense Items	<u>(90.00)</u>
Reconciled Bank Balance	699.53
Balance Per Books	<u>699.53</u>
Unreconciled Difference	<u>0.00</u>

Lakeside Plantation Community Development District  
Reconcile Cash Accounts  
Outstanding Suspense Items

Reconciliation Date: 2/28/2013

Cash Account: 10102 Cash-BB&T Activities A/C

<u>Item Number</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
1	1/22/2013	Ck # 2269	(50.00)
2	2/21/2013	Ck # 2274	(40.00)
Outstanding Suspense Items			(90.00)



864-02-01-00 50368 0 C 001 29 50 004  
 LAKESIDE PLANTATION CDD  
 ACTIVITIES ACCT  
 5680 W CYPRESS ST STE A  
 TAMPA FL 33607-1775

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## Your account statement

For 02/28/2013

## Contact us



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 (800) 226-5228

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### ■ BASIC PUBLIC FUND CHECKING

#### Account summary

Your previous balance as of 01/31/2013	\$1,424.73
Checks	- 1,565.20
Other withdrawals, debits and service charges	- 0.00
Deposits, credits and interest	+ 930.00
Your new balance as of 02/28/2013	= \$789.53

#### Checks

DATE	CHECK #	AMOUNT(\$)	DATE	CHECK #	AMOUNT(\$)	DATE	CHECK #	AMOUNT(\$)
02/11	2270	1,056.00	02/25	2272	397.30	02/27	2273	36.90
02/11	2271	75.00						
<b>Total checks</b>								<b>= \$1,565.20</b>

#### Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT(\$)
02/08	DEPOSIT	120.00
02/08	DEPOSIT	315.00
02/08	DEPOSIT	495.00
<b>Total deposits, credits and interest</b>		<b>= \$930.00</b>

11:22 AM

03/07/13

**Lakeside Plantation CDD**  
**Reconciliation Summary**  
BB&T, Period Ending 02/28/2013

	Feb 28, 13
<b>Beginning Balance</b>	1,424.73
<b>Cleared Transactions</b>	
Checks and Payments - 4 items	-1,565.20
Deposits and Credits - 3 items	930.00
<b>Total Cleared Transactions</b>	-635.20
<b>Cleared Balance</b>	789.53
<b>Uncleared Transactions</b>	
Checks and Payments - 2 items	-90.00
Deposits and Credits - 1 item	2.00
<b>Total Uncleared Transactions</b>	-88.00
<b>Register Balance as of 02/28/2013</b>	701.53
<b>Ending Balance</b>	701.53

11:22 AM

03/07/13

**Lakeside Plantation CDD  
Reconciliation Detail  
BB&T, Period Ending 02/28/2013**

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						1,424.73
<b>Cleared Transactions</b>						
<b>Checks and Payments - 4 items</b>						
Check	2/9/2013	2270	Capt's Q	X	-1,056.00	-1,056.00
Check	2/9/2013	2271	Chris Stewart	X	-75.00	-1,131.00
Check	2/21/2013	2272	Sue Martin	X	-397.30	-1,528.30
Check	2/21/2013	2273	Ann Smith	X	-36.90	-1,565.20
<b>Total Checks and Payments</b>					-1,565.20	-1,565.20
<b>Deposits and Credits - 3 items</b>						
Deposit	2/8/2013			X	120.00	120.00
Deposit	2/8/2013			X	315.00	435.00
Deposit	2/8/2013			X	495.00	930.00
<b>Total Deposits and Credits</b>					930.00	930.00
<b>Total Cleared Transactions</b>					-635.20	-635.20
<b>Cleared Balance</b>					-635.20	789.53
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 2 items</b>						
Check	1/22/2013	2269	Gwynne Balson		-50.00	-50.00
Check	2/21/2013	2274	North Port Travel		-40.00	-90.00
<b>Total Checks and Payments</b>					-90.00	-90.00
<b>Deposits and Credits - 1 item</b>						
Check	8/27/2012		BB&T Service Charge		2.00	2.00
<b>Total Deposits and Credits</b>					2.00	2.00
<b>Total Uncleared Transactions</b>					-88.00	-88.00
<b>Register Balance as of 02/28/2013</b>					-723.20	701.53
<b>Ending Balance</b>					-723.20	701.53

11:24 AM  
 03/07/13  
 Accrual Basis

Lakeside Plantation CDD  
 Profit & Loss Detail  
 February 2013

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
<b>Income</b>								
<b>Income for Events</b>								
Deposit	2/8/2013		Casino Trip	Deposit		BB&T	120.00	120.00
Deposit	2/8/2013		Valentine's Dance	Deposit		BB&T	315.00	435.00
Deposit	2/8/2013		Valentine's Dance	Deposit		BB&T	495.00	930.00
Total Income for Events							930.00	930.00
Total Income:							930.00	930.00
<b>Expense</b>								
<b>Activities</b>								
Check	2/21/2013	2273	Activity Supplies	Water Aerobics		BB&T	36.90	36.90
Total Activities:							36.90	36.90
<b>Clubhouse Supplies</b>								
Credit Card Charge	2/14/2013		Clubhouse Supplies			Sam's Club Cr...	115.51	115.51
Total Clubhouse Supplies							115.51	115.51
<b>Events</b>								
Credit Card Charge	2/7/2013		Valentine's			Wal-Mart Cred...	207.77	207.77
Check	2/9/2013	2270	Valentine's			BB&T	1,056.00	1,263.77
Check	2/9/2013	2271	Valentine's	cakes		BB&T	75.00	1,338.77
Credit Card Charge	2/14/2013		Italian Pot Luck			Sam's Club Cr...	21.94	1,360.71
Credit Card Charge	2/14/2013		Ice Cream Social			Sam's Club Cr...	54.43	1,415.14
Credit Card Charge	2/17/2013		Ice Cream Social			Wal-Mart Cred...	14.99	1,430.13
Check	2/21/2013	2272	Wine & Cheese	Staff Appreci...		BB&T	397.30	1,827.43
Check	2/21/2013	2274	Casino Trip			BB&T	40.00	1,867.43
Credit Card Charge	2/25/2013		Coffee & Muffins			Wal-Mart Cred...	37.58	1,905.01
Credit Card Charge	2/26/2013		Pizza Night			BB&T Debit C...	166.33	2,071.34
Credit Card Charge	2/27/2013		Pizza Night			Wal-Mart Cred...	64.18	2,135.52
Total Events							2,135.52	2,135.52
Total Expense							2,287.93	2,287.93
Net Income							-1,357.93	-1,357.93

11:25 AM  
 03/07/13  
 Accrual Basis

Lakeside Plantation CDD  
 Balance Sheet Detail  
 As of February 28, 2013

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance	
<b>ASSETS</b>									
<b>Current Assets</b>								-4,548.27	
<b>Checking/Savings</b>								-4,548.27	
<b>BB&amp;T</b>								-4,548.27	
Deposit	2/8/2013			Deposit	X	Income for Ev...	120.00	1,376.73	
Deposit	2/8/2013			Deposit	X	Income for Ev...	315.00	1,496.73	
Deposit	2/8/2013			Deposit	X	Income for Ev...	495.00	2,306.73	
Check	2/9/2013	2270	Capt's Q		X	Events	-1,056.00	1,250.73	
Check	2/9/2013	2271	Chris Stewart		X	Events	-75.00	1,175.73	
Check	2/21/2013	2272	Sue Martin		X	Events	-397.30	778.43	
Check	2/21/2013	2273	Ann Smith		X	Activities	-36.90	741.53	
Check	2/21/2013	2274	North Port Travel			Events	-40.00	701.53	
Total BB&T								-675.20	701.53
<b>Main Activities Account</b>									
Total Main Activities Account									-4,604.00
<b>O &amp; M</b>									
Total O & M									-1,321.00
Total Checking/Savings								-675.20	-5,223.47
<b>Accounts Receivable</b>									
Total Accounts Receivable									0.00
<b>Other Current Assets</b>									
Total Other Current Assets									0.00
Total Current Assets								-675.20	-5,223.47
<b>Fixed Assets</b>									
Total Fixed Assets									0.00
<b>Other Assets</b>									
Total Other Assets									0.00
<b>TOTAL ASSETS</b>								<b>-675.20</b>	<b>-5,223.47</b>
<b>LIABILITIES &amp; EQUITY</b>									
<b>Liabilities</b>								-4,548.27	
<b>Current Liabilities:</b>								6,440.74	
<b>Accounts Payable</b>								6,440.74	
<b>Accounts Payable</b>								0.00	
Total Accounts Payable								0.00	
Total Accounts Payable								0.00	

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 03/07/13  
 Accrual Basis

Lakeside Plantation CDD  
 Balance Sheet Detail  
 As of February 28, 2013

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
<b>Credit Cards</b>								6,440.74
BB&T Debit Card								132.66
Credit Card Charge	2/26/2013		Doughboys Pizza			Events	166.33	298.99
Total BB&T Debit Card							166.33	298.99
<b>Green Card Debit</b>								492.24
Total Green Card Debit								492.24
<b>Sam's Club Credit Card</b>								2,518.97
Credit Card Charge	2/14/2013		Sam's Club			-SPLIT-	191.88	2,710.85
Total Sam's Club Credit Card							191.88	2,710.85
<b>Wal-Mart Credit Card</b>								3,296.87
Credit Card Charge	2/7/2013		Wal-Mart			Events	207.77	3,504.64
Credit Card Charge	2/17/2013		Wal-Mart			Events	14.99	3,519.63
Credit Card Charge	2/25/2013		Wal-Mart			Events	37.58	3,557.21
Credit Card Charge	2/27/2013		Wal-Mart			Events	64.18	3,621.39
Total Wal-Mart Credit Card							324.52	3,621.39
Total Credit Cards							682.73	7,123.47
<b>Other Current Liabilities</b>								0.00
Payroll Liabilities								0.00
Total Payroll Liabilities								0.00
Total Other Current Liabilities								0.00
Total Current Liabilities							682.73	7,123.47
<b>Long Term Liabilities</b>								0.00
Total Long Term Liabilities								0.00
Total Liabilities							682.73	7,123.47
<b>Equity</b>								-10,989.01
Opening Balance Equity								2,613.28
Total Opening Balance Equity								2,613.28
<b>Retained Earnings</b>								-10,452.30
Total Retained Earnings								-10,452.30
<b>Net Income</b>								-3,149.99
Total Net Income							-1,357.93	-4,507.92
Total Equity							-1,357.93	-12,346.94
<b>TOTAL LIABILITIES &amp; EQUITY</b>							-675.20	-5,223.47

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03/07/13  
Accrual Basis

Lakeside Plantation CDD  
Profit & Loss by Job  
February 2013

	<u>Activity Supplies</u>	<u>Casino Trip</u>	<u>Clubhouse Supplies</u>	<u>Coffee &amp; Muffins</u>
<b>Income</b>				
Income for Events	0.00	120.00	0.00	0.00
<b>Total Income</b>	<u>0.00</u>	<u>120.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Expense</b>				
Activities	36.90	0.00	0.00	0.00
Clubhouse Supplies	0.00	0.00	115.51	0.00
Events	0.00	40.00	0.00	37.58
<b>Total Expense</b>	<u>36.90</u>	<u>40.00</u>	<u>115.51</u>	<u>37.58</u>
<b>Net Income</b>	<u>-36.90</u>	<u>80.00</u>	<u>-115.51</u>	<u>-37.58</u>

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Accrual Basis

Lakeside Plantation CDD  
Profit & Loss by Job  
February 2013

	Ice Cream Social	Italian Pot Luck	Pizza Night	Valentine's
<b>Income</b>				
Income for Events	0.00	0.00	0.00	0.00
<b>Total Income</b>	0.00	0.00	0.00	0.00
<b>Expense</b>				
Activities	0.00	0.00	0.00	0.00
Clubhouse Supplies	0.00	0.00	0.00	0.00
Events	69.42	21.94	230.51	1,338.77
<b>Total Expense</b>	69.42	21.94	230.51	1,338.77
<b>Net Income</b>	-69.42	-21.94	-230.51	-1,338.77

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03/07/13

Accrual Basis

Lakeside Plantation CDD  
Profit & Loss by Job  
February 2013

	<u>Wine &amp; Cheese</u>	<u>TOTAL</u>
<b>Income</b>		
Income for Events	0.00	120.00
<b>Total Income</b>	<b>0.00</b>	<b>120.00</b>
<b>Expense</b>		
Activities	0.00	36.90
Clubhouse Supplies	0.00	115.51
Events	397.30	2,135.52
<b>Total Expense</b>	<b>397.30</b>	<b>2,287.93</b>
<b>Net Income</b>	<b>-397.30</b>	<b>-2,167.93</b>

Lakeside Plantation Community Development District  
Reconcile Cash Accounts

Reconciliation Date: 2/28/2013

Cash Account: 10107 Cash - BB& T - Petty Cash

Bank Balance	516.87
Less Outstanding Checks/Vouchers	0.00
Plus Deposits in Transit	0.00
Plus or Minus Other Cash Items	0.00
Plus or Minus Suspense Items	<u>0.00</u>
Reconciled Bank Balance	516.87
Balance Per Books	<u>516.87</u>
Unreconciled Difference	<u><u>0.00</u></u>

■ BASIC PUBLIC FUND CHECKING 1

DATE	CHECK #	AMOUNT(\$)	DATE	CHECK #	AMOUNT(\$)	DATE	CHECK #	AMOUNT(\$)
02/11	3370	307.00	02/20	3381	150.00	02/25	3388	120.00
02/12	*3374	966.00	02/21	3382	7,095.50	02/19	3389	780.27
02/12	3375	904.92	02/21	3383	99.33	02/19	3390	23.73
02/12	3376	147.00	02/20	3384	718.22	02/20	3391	180.07
02/14	3377	200.00	02/19	3385	5,619.43	02/19	3392	601.10
02/12	3378	295.00	02/22	3386	57,930.49	02/25	3393	96.27
02/11	3379	200.00	02/19	3387	580.00	02/25	3394	291.60
02/11	3380	295.00						

\* indicates a skip in sequential check numbers above this item

Total checks = \$102,349.02

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT(\$)
02/06	BB&T BUSINESS ONLINE TRANSFER TRANSFER FROM CHECKING 1	100,000.00
Total deposits, credits and interest		= \$100,000.00

■ PUBLIC FUND MONEY RATE SAVINGS

Account summary

Your previous balance as of 01/31/2013	\$599,264.58
Checks	- 0.00
Other withdrawals, debits and service charges	- 100,538.82
Deposits, credits and interest	+ 51,348.42
Your new balance as of 02/28/2013	= \$550,074.18

Interest summary

Interest paid this statement period	\$19.89
2013 interest paid year-to-date	\$44.83
Interest rate	0.05%
Annual percentage yield (APY) earned	0.05%

Other withdrawals, debits and service charges

DATE	DESCRIPTION	AMOUNT(\$)
02/06	BB&T BUSINESS ONLINE TRANSFER TRANSFER TO CHECKING	538.82
02/06	BB&T BUSINESS ONLINE TRANSFER TRANSFER TO CHECKING	100,000.00
Total other withdrawals, debits and service charges		= \$100,538.82

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT(\$)
02/28	TAX DIST BARBARA FORD LAKESIDE PLANTATION	51,328.53
02/28	INTEREST PAYMENT	19.89
Total deposits, credits and interest		= \$51,348.42

■ COMMUNITY CHECKING 1

Account summary

Your previous balance as of 01/31/2013	\$481.81
Checks	- 0.00
Other withdrawals, debits and service charges	- 503.76
Deposits, credits and interest	+ 538.82
Your new balance as of 02/28/2013	= \$516.87

Other withdrawals, debits and service charges

DATE	DESCRIPTION	AMOUNT(\$)
02/06	BB&T CHECK CARD PURCHASE-PIN 02-05-13 PORT CHARLOTT FL 9143 DOLLAR TREE #00986	20.33
02/11	BB&T CHECK CARD PURCHASE ALL BRAND SERVICE 02-08 PORT CHARLOTT FL 9150	40.00
02/11	BB&T CHECK CARD PURCHASE LTM PARTY - PT. CH 02-08 PT. CHARLOTTE FL 9143	154.70
02/11	BB&T CHECK CARD PURCHASE-PIN 02-09-13 NORTH PORT FL 9150 PUBLIX SUPER MAR 1251 S	38.52
02/11	BB&T CHECK CARD PURCHASE-PIN 02-09-13 CVS 04726 9143 04726--24200 PORT CHARLOTT FL	50.00
02/11	BB&T CHECK CARD PURCHASE-PIN 02-11-13 SAM'S CLUB 9150 6445 WAL-SAMS PORT CHARLOTT FL	20.21
02/21	BB&T CHECK CARD PURCHASE EXXONMOBIL 9741 02-19 NORTH PORT FL 9150	10.00
02/27	BB&T CHECK CARD PURCHASE-PIN 02-27-13 EXXONMOBIL 9143 JACK & PAUL I NORTH PO FL	18.03
02/28	BB&T CHECK CARD PURCHASE EXXONMOBIL 9741 02-26 NORTH PORT FL 9150	7.36
02/28	BB&T CHECK CARD PURCHASE DOUGHBOYS 02-27 PORT CHARLOTT FL 9143	144.61
Total other withdrawals, debits and service charges		= \$503.76



■ COMMUNITY CHECKING (

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT(\$)
02/06	BB&T BUSINESS ONLINE TRANSFER FROM CHECKING 1	538.82
<b>Total deposits, credits and interest</b>		<b>= \$538.82</b>

BB&T Cash Rewards

ACCOUNT NUMBER ENDING	STATUS	AS OF	EARNED BALANCE(\$)
*****4899	Active	00/00	

Logon to BB&T OnLine to find the latest cash back offers from participating retailers.

**BB&T Investment Acct**

**February 28, 2013**

Previous Balance: **01/31/13** \$ 599,264.58

Deposits:

Tax Collector Deposits  
02/28/13 51,328.53

Deposit In Transit

Transfer from Checking

Interest 02/28/13 19.89

Total Deposits: 51,348.42

Debits:

Transfers to Operating Account  
Operating Acct 02/06/13 (100,000.00)  
Community Checking 02/06/13 (538.82)

Total Debits (100,538.82)

**Ending Balance** **03/03/13** \$ 550,074.18

■ BASIC PUBLIC FUND CHECKING

DATE	CHECK #	AMOUNT(\$)	DATE	CHECK #	AMOUNT(\$)	DATE	CHECK #	AMOUNT(\$)
02/11	3370	307.00	02/20	3381	150.00	02/25	3388	120.00
02/12	*3374	966.00	02/21	3382	7,095.50	02/19	3389	780.27
02/12	3375	904.92	02/21	3383	99.33	02/19	3390	23.73
02/12	3376	147.00	02/20	3384	718.22	02/20	3391	180.07
02/14	3377	200.00	02/19	3385	5,619.43	02/19	3392	601.10
02/12	3378	295.00	02/22	3386	57,930.49	02/25	3393	96.27
02/11	3379	200.00	02/19	3387	580.00	02/25	3394	291.60
02/11	3380	295.00						

\* indicates a skip in sequential check numbers above this item

Total checks = \$102,349.02

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT(\$)
02/06	BB&T BUSINESS ONLINE TRANSFER TRANSFER FROM CHECKING	100,000.00
Total deposits, credits and interest		= \$100,000.00

■ PUBLIC FUND MONEY RATE SAVINGS

Account summary

Your previous balance as of 01/31/2013	\$599,264.58
Checks	- 0.00
Other withdrawals, debits and service charges	- 100,538.82
Deposits, credits and interest	+ 51,348.42
Your new balance as of 02/28/2013	= \$550,074.18

Interest summary

Interest paid this statement period	\$19.89
2013 interest paid year-to-date	\$44.83
Interest rate	0.05%
Annual percentage yield (APY) earned	0.05%

Other withdrawals, debits and service charges

DATE	DESCRIPTION	AMOUNT(\$)
02/06	BB&T BUSINESS ONLINE TRANSFER TRANSFER TO CHECKING	538.82
02/06	BB&T BUSINESS ONLINE TRANSFER TRANSFER TO CHECKING	100,000.00
Total other withdrawals, debits and service charges		= \$100,538.82

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT(\$)
02/28	TAX DIST BARBARA FORD LAKESIDE PLANTATION	51,328.53
02/28	INTEREST PAYMENT	19.89
Total deposits, credits and interest		= \$51,348.42

■ COMMUNITY CHECKING

Account summary

Your previous balance as of 01/31/2013	\$481.81
Checks	- 0.00
Other withdrawals, debits and service charges	- 503.76
Deposits, credits and interest	+ 538.82
Your new balance as of 02/28/2013	= \$516.87

Other withdrawals, debits and service charges

DATE	DESCRIPTION	AMOUNT(\$)
02/06	BB&T CHECK CARD PURCHASE-PIN 02-05-13 PORT CHARLOTT FL 9143 DOLLAR TREE #00986	20.33
02/11	BB&T CHECK CARD PURCHASE ALL BRAND SERVICE 02-08 PORT CHARLOTT FL 9150	40.00
02/11	BB&T CHECK CARD PURCHASE LTM PARTY - PT. CH 02-08 PT. CHARLOTTE FL 9143	154.70
02/11	BB&T CHECK CARD PURCHASE-PIN 02-09-13 NORTH PORT FL 9150 PUBLIX SUPER MAR 1251 S	38.52
02/11	BB&T CHECK CARD PURCHASE-PIN 02-09-13 CVS 04726 9143 04726-24200 PORT CHARLOTT FL	50.00
02/11	BB&T CHECK CARD PURCHASE-PIN 02-11-13 SAM'S CLUB 9150 6445 WAL-SAMS PORT CHARLOTT FL	20.21
02/21	BB&T CHECK CARD PURCHASE EXXONMOBIL 9741 02-19 NORTH PORT FL 9150	10.00
02/27	BB&T CHECK CARD PURCHASE-PIN 02-27-13 EXXONMOBIL 9143 JACK & PAUL I NORTH PO FL	18.03
02/28	BB&T CHECK CARD PURCHASE EXXONMOBIL 9741 02-26 NORTH PORT FL 9150	7.36
02/28	BB&T CHECK CARD PURCHASE DOUGHBOYS 02-27 PORT CHARLOTT FL 9143	144.61
Total other withdrawals, debits and service charges		= \$503.76

**State Board of Administration  
SBA Investment Acct**

**February 28, 2013**

		Agency Account	Fund B
Previous Balance:	<b>01/31/13</b>	\$ 218.33	\$ 176.04
Deposits:			
Transfers:	02/06/13	3.09	(3.09)
Interest	02/28/13	0.05	
Total Deposits:		221.47	172.95
Debits:			
Total Debits		-	-
Total	03/03/13	\$ 221.47	\$ 172.95
<b>Ending Balance 001-15103</b>			<b>\$ 394.42</b>



RECEIVED

MAR 06 2013



State Board of Administration  
Local Government Surplus Funds Trust Fund  
Participant Statement

AGENCY ACCOUNT 211540

Page 1 of 1

2/1/2013 - 2/28/2013

LAKESIDE PLANTATION  
COMMUNITY DEVELOPMENT DISTRICT  
5680 W CYPRESS STREET SUITE A  
TAMPA, FL 33607

Participant Return: 0.23 %

Date	Transaction Type	Description	Amount	Balance
2/1/2013	BEGINNING BALANCE			218.33
2/6/2013	TRANSFER IN	RETURN OF FUNDS FROM LGIP B	3.09	221.42
2/28/2013	EARNED INCOME	INTEREST	0.05	221.47
Totals:			3.14	221.47



**State Board of Administration  
LOCAL GOVERNMENT SURPLUS TRUST FUNDS INVESTMENT POOL**

**PARTICIPANT STATEMENT OF ACCOUNT**

FROM 2/29/2012 TO 2/28/2013

**FUND B**

(formerly known as LGIP-B)

**AGENCY ACCOUNT 211540B**

**RECEIVED**

MAR 20 2013

LAKESIDE PLANTATION  
COMMUNITY DEVELOPMENT DISTRICT  
5680 W CYPRESS STREET SUITE A  
TAMPA, FL 33607

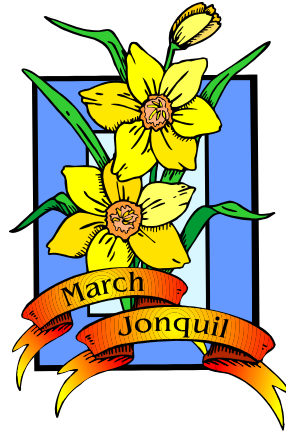
Date	Transaction Type	Description	Amount	Balance
2/29/2012	BEGINNING BALANCE			216.14
3/5/2012	TRANSFER OUT	DISTRIBUTION TO LGIP	(2.84)	213.30
4/5/2012	TRANSFER OUT	DISTRIBUTION TO LGIP	(3.19)	210.11
5/4/2012	TRANSFER OUT	DISTRIBUTION TO LGIP	(3.82)	206.29
6/6/2012	TRANSFER OUT	DISTRIBUTION TO LGIP	(5.11)	201.18
7/5/2012	TRANSFER OUT	DISTRIBUTION TO LGIP	(3.95)	197.23
8/6/2012	TRANSFER OUT	DISTRIBUTION TO LGIP	(3.26)	193.97
9/7/2012	TRANSFER OUT	DISTRIBUTION TO LGIP	(3.73)	190.24
10/4/2012	TRANSFER OUT	DISTRIBUTION TO LGIP	(5.38)	184.86
11/6/2012	TRANSFER OUT	DISTRIBUTION TO LGIP	(2.53)	182.33
12/7/2012	TRANSFER OUT	DISTRIBUTION TO LGIP	(3.41)	178.92
1/7/2013	TRANSFER OUT	DISTRIBUTION TO LGIP	(2.88)	176.04
2/6/2013	TRANSFER OUT	DISTRIBUTION TO LGIP	(3.09)	172.95
2/28/2013	PRINCIPAL BALANCE		<u>(43.19)</u>	<u>172.95</u>

% of Ownership:	0.00007243%
Ending NAV Balance: *	177.41
Unrealized Gain (Loss):	4.46

**DISCLOSURE**

Total NAV Fund B:	244,928,625.41
Reserve Account:	0.00
Total NAV for Participants:	<u>244,928,625.41</u>

\* Ending NAV Balance represents your share of the Fund B NAV available for participants.  
For further information regarding the Reserve Account, please reference our website.



# Lakeside Plantation Amenities Report for March, 2013

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TO: Board of Supervisors  
FROM: Tanya Harrington  
DATE: April 3, 2013  
RE: Amenities Report for Lakeside Plantation

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## March Events:

### 1. Blood Drive 3/1/13

Signed Up- 10

Attended-12

Budgeted-\$0.00

Purchases-\$0.00

CDD Profit/Loss- \$0.00

### 2. Tennis Social

Signed Up-20

Attended- 15

Budgeted-\$25.00

Purchases-\$23.94

Income-\$0.00

CDD Profit/Loss- \$23.94

### 3. Coffee & Muffins 3/15/13

Signed Up-22

Attended-24

Budgeted-\$ 20.00

Purchases-\$ 21.91

Income-\$0.00

CDD Profit/Loss \$21.91

**4. St. Patrick's Day Lunch 3/17/13**

Signed Up-42

Attended-40

Budgeted-\$125.00

Purchases-\$351.12

Income-\$200.00

CDD Profit/**Loss** -\$151.12

**6. Pizza Night 3/15/13**

Signed Up-42

Attended-36

Budgeted- \$35.00

Purchases-\$ 175.45

Income-\$144.00

CDD Profit/**Loss** -\$31.45

**5. Wine & Cheese 3/20/13**

Signed Up-130

Attended- 120 (approx.)

Budgeted-\$400.00

Purchases-\$401.75

Income-\$0.00

CDD Profit/**Loss**-401.75

**6. Easter Egg Hunt 3/23/13**

Signed Up - 26

Attended-26

Budgeted-\$100.00

Purchases-\$117.45 (includes prizes)

Income - \$0.00

CDD Profit/**Loss**-\$117.45

**7. Ice Cream Social 3/27/13**

Signed Up – 67  
Attended – 67  
Budgeted-\$40.00  
Purchases- \$33.28  
Income - \$0.00  
CDD Profit/**Loss** – \$33.28

**8. Casino Trip 3/27/**

Signed Up –11  
Attended –10  
Budgeted – \$0.00  
Purchases – \$220.00  
Income –\$200.00  
CDD Profit/**Loss** –\$ 20.00

**9. Ladies Lunch 3/29/13**

Signed Up –33  
Attended –30  
Budgeted – \$0.00  
Purchases – \$0.00  
Income –\$0.00  
CDD Profit/**Loss** –\$ 0.00

We had a wonderful February; we are thoroughly enjoying all our “winter visitors”. The events and activities have been busy and we hope our Resident’s enjoy them as much as we enjoying hosting them for you.

The staff would like to take this opportunity to again **Thank** Everyone involved in the Staff Appreciation Event. We all enjoyed the evening!

March is promising to be a busy month and sadly toward the end of the month and the beginning of April we will be saying goodbye to some of our friends who will be heading back up north, and we wish them well and look forward to seeing them /again next year.

# Lakeside Plantation

Maintenance Report for March, 2013

TO: Board of Supervisors  
FROM: Bill Gage and Andrey Andreyavich  
DATE: April 1, 2013  
RE: Maintenance Report

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- **Clubhouse** - The security and fire alarms have had their yearly inspections and passed. The batteries in the exit signs have been updated and replaced and the storage closets have been changed to coincide with the new fire codes.  
The molding between the dance floor and the great room had to have a section replaced because of damage. Couch has been repaired, and the wicker chairs have been gone over for any loose materials. We repaired 6' table used for clubhouse events. We painted the Billiards Room door and the door to the upstairs men's restroom. We repaired broken lattice in dance floor room, and also replaced two light bulbs on the porch, and many bathroom light bulbs.
- **Landscaping**- We have cleared old mulch and spread 210 bags of fresh mulch in various areas around the clubhouse including the picnic the area. We removed all the palmettos between the pool and picnic area. A new canvas has been installed on bench in front of the bocce ball courts. The sprinklers have been re-set by the bocce courts to ensure proper watering of the surface.
- **Pool** - The heater has had to have repair and we are awaiting a new motor for the main pump as it is showing wear and could become a hazard. All chemicals are balanced daily and all the readings have been great.
- **Street Lights**- Four electrical pole boxes had to have the wiring disassembled, cleaned and then reassembled and waterproofed due to corrosion.
- **Fitness Room/ Equipment** –All fitness equipment is in good working order.
- **Tennis Courts** – Ordered one pallet of course blend and sixteen bags have been worked into the courts. We are awaiting decision to when the courts will be refurbished. Tyner electric has added electrical to the tennis shed and we now store the ball machine and extra equipment in the shed to free up space in the upper storage for other uses, and more storage.

- **Ponds/Lakes-** Lakemasters continues to treat all waters on a weekly to bi-weekly basis.
- **Fountains-** We have had some electrical water pump problems with the North fountain, and a new motor has been placed on order; we are waiting for installation. Chemicals have been added to keep fountains running clean.

**We still encourage any Resident who sees a maintenance issue to let the staff know so we may address. The maintenance forms can be filled out in the office or you can address your concerns by phone or email.**

- **There are no outstanding maintenance work orders at the time of this report.**