

**LAKESIDE PLANTATION
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS MEETING
MAY 22, 2013**

**LAKESIDE PLANTATION
COMMUNITY DEVELOPMENT DISTRICT
AGENDA
MAY 22, 2013
7:00 PM MEETING**

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

District Board of Supervisors	Chair	Patricia Durham
	Vice Chair	Sharon Greisz
	Supervisor	Jane Gallo
	Supervisor	Camille Stephens
	Supervisor	Joe Szewczyk
District Manager	District Management Services, LL	Peter Altman
District Attorney	Straley & Robin	John Vericker
District Engineer	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 Continued Meeting of the Board of Supervisors of the Lakeside Plantation Community Development District will be held on **Wednesday, May 22, 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. STAFF REPORT**
 - i. Amenities & Maintenance Report
- 6. BUSINESS ITEMS**
 - A. Presentations for District Counsel
 - i. Blalock Walters; Mark P. Barnebey
 - ii. Hopping Green & Sams; Michael C. Eckert
 - B. RFP for Management Companies
 - C. Review of Landscaping Services Proposal
 - D. Consideration of Fiscal Year 2014 Proposed Budget Tab 5
 - E. Consideration of Resolution 2013-05;
Adopting Fiscal Year 2014 Proposed Budget and Setting Public Hearing..... Tab 6
 - F. Review of Management Transition
 - i. District Management Services Agreement Under Separate Cover
 - ii. Consideration of Resolution 2103-06; Re-designation of District Officers
Under Separate Cover
- 7. BUSINESS ADMINISTRATION – CONSENT ITEMS**
 - A. Consideration of Operation and Maintenance Expenditures May 2013..... Tab 8
 - B. Review of Financials Statement Month Ending March 31, 2013 Tab 9
 - C. Annual Disclosure of Qualified Electors Tab 10
 - D. Acceptance of Financial Audit Fiscal Year 2012..... Tab 11
 - E. Consideration of the Board of Supervisors Meeting, February 13, 2013 Under Separate Cover
 - F. Consideration of the Board of Supervisors Meeting, March 13, 2013 Under Separate Cover
 - G. Consideration of the Board of Supervisors Meeting, April 10, 2013 Under Separate Cover
- 8. STAFF REPORTS**
 - A. District Manager
 - i. Manager’s Report
 - B. District Engineer
 - C. District Council
 - i. Memorandum Regarding Refinancing Under Separate Cover
- 9. SUPERVISOR REQUESTS**
- 10. ADJOURNMENT**

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

Sincerely,



Peter Altman
District Manager

DRAFT

AGREEMENT BETWEEN LAKESIDE PLANTATION COMMUNITY DEVELOPMENT DISTRICT AND GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC FOR DISTRICT MANAGEMENT SERVICES

This Agreement is made and entered into this 7th day of June, 2013 by and between:

Lakeside Plantation Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of North Port, Sarasota County, Florida (hereinafter “District”); and

Governmental Management Services – Central Florida, LLC, a Florida limited liability company, having offices at 13574 Village Park Drive, Suite 265, Orlando, Florida 32837 (hereinafter “Manager”).

RECITALS

WHEREAS, the District is desirous of maintaining a high level of competent and economically feasible services for district management services (the “Services”); and

WHEREAS, the District seeks to have the Services provided by Manager; and

WHEREAS, Manager has a background in providing the desired Services and is willing to provide such Services to the District in accordance with this Agreement; and

WHEREAS, the District desires to enter into a contractual relationship with Manager by entering into this Agreement with Manager to provide Services as described in this Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the District and Manager agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. SCOPE OF SERVICES. Manager agrees to provide the Services as set forth in the Scope of Services set forth in **Exhibit A**, which is attached hereto, and made a part hereof, by this reference.

3. COMPENSATION. The District shall pay Manager an annual amount of Thirty-Five Thousand Dollars (\$35,000.00) in equal monthly installments, commencing on July 9th, 2013, for the provision of general management, administrative and accounting services and shall pay Manager Fifty Dollars (\$50.00) monthly for maintenance of the District’s website as set forth in the proposal for district management services attached hereto as **Exhibit B**. Reimbursable expenses, including but not limited to copies, postage and courier services, will be billed at actual cost. Copying and binding of the monthly agenda will be at no additional cost to

the District. The fees shall be prorated for any partial calendar months at the beginning and the end of the term. The amount of the compensation shall be subject to review and renegotiation on the second or any subsequent anniversary of the effective date hereof. The result of such review and negotiations shall be reflected in the District's annual budget. If the District terminates this Agreement for any reason, the Management Fee shall be paid through the effective date of such termination.

4. TERM. This Agreement shall become effective on the date first written above and shall remain in effect until July 1, 2015. This Agreement shall automatically renew each Fiscal Year of the District upon terms mutually agreeable to both Parties, unless otherwise terminated pursuant to the terms of this Agreement.

5. PURCHASES. Any repair, replacement, or other purchase or expense incurred by Manager in excess of Five Hundred Dollars (\$500.00) on behalf of the District must be approved in advance by the District Board of Supervisors (the "Board"). Emergency repairs involving manifest danger to persons or property, or immediately necessary for the preservation or safety of the property, may be made by the Manager without prior District authorization. Notwithstanding this authority as to emergency repairs, it is understood that Manager will, if at all possible, confer immediately with the Chairman or Vice Chairman regarding such emergency expenditures, but in any event as soon as possible after such work begins.

6. GENERAL PROVISIONS. The following general provisions shall apply to all services provided for under this Agreement:

- a. Notwithstanding anything else in this Agreement, Manager shall be accountable at all times to the Board for all services provided under this Agreement.
- b. Manager shall employ adequate personnel to discharge its obligations under this Agreement. Manager shall be the employer of such personnel; shall be responsible for all record keeping, salaries, fringe benefits, insurance and other employment-related costs; and shall supervise all such personnel in such manner as Manager deems necessary.

7. TERMINATION. Either party may terminate this Agreement with or without cause upon the delivery of 60 days written notice of termination. Upon any termination of this Agreement, Manager shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against Manager.

8. INSURANCE.

- A. Manager shall maintain throughout the term of this Agreement the following insurance:
 - (i) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(ii) Commercial General Liability Insurance with limits of \$1,000,000 (one million dollars) applicable to bodily injury, sickness, or death in any one occurrence and \$1,000,000 (one million dollars) for loss or damage to property in any one occurrence.

(iii) Employers Liability Insurance with limits of \$250,000.

B. The Lakeside Plantation Community Development District and its officers shall be listed as additional insureds on each such policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. Manager shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement.

9. INDEMNIFICATION.

A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. Manager will indemnify, save, and hold the District harmless and shall defend the District from all loss, damage, or injury, including all judgments, liens, liabilities, debts, and obligations resulting directly from (i) any management services to be provided by the Manager pursuant to this Contract; (ii) any failure by Manager to perform any of its obligations under this agreement; (iii) any accident, injury or damage to property or persons, if caused by the acts or omissions of Manager or Managers officers, partners, employees, contractors, subcontractors, invitees, representatives, or agents; (iv) any and all accidents or damage that may occur in connection with Managers or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents use of the District property; (v) any failure of Manager or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents to comply with any applicable codes, laws, ordinances, or governmental requirements, agreements, approvals, or permits affecting District property. The provisions of this paragraph shall survive the expiration or sooner termination of this Contract.

10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

11. ENFORCEMENT OF AGREEMENT. In the event that either the District or Manager is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

12. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the District and Manager relating to the subject matter of this Agreement.

13. INDEPENDENT CONTRACTOR. Manager and District agree that Manager is and shall remain at all times an independent contractor and shall not in any way claim or be considered an agent or employee of the District. Manager shall be responsible for the payment of all compensation, taxes, and employee benefits and other charges payable with respect to individuals retained to the services contemplated by this Agreement, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation, and any other taxes or charges imposed by law with respect to such individuals.

14. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Manager.

15. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Manager, both the District and Manager have complied with all the requirements of law, and both the District and Manager have full power and authority to comply with the terms and provisions of this Agreement.

16. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

- A. If to Manager:** Governmental Management Services – Central
Florida, LLC
13574 Village Park Drive, Suite 265
Orlando, Florida 32837
Attn: George Flint

- B. If to District:** Lakeside Plantation Community
Development District
13574 Village Park Drive, Suite 265
Orlando, Florida 32837
Attn: District Manager

With a copy to: Hopping Green & Sams P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Michael C. Eckert

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Manager may deliver Notice on behalf of the District and Manager. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

17. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Manager and no right or cause of action shall accrue upon or by reason to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation or other entity other than the District and Manager any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Manager and their respective representatives, successors, and assigns.

18. ASSIGNMENT. Neither the District nor Manager may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignments attempted to be made by Manager without the prior written approval of the District are void.

19. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue shall be in Sarasota County, Florida.

20. EFFECTIVE DATE. This Agreement shall become effective on the date first written above and shall remain in effect until July 1, 2015. This Agreement shall automatically renew each Fiscal Year of the District upon terms mutually agreeable to both Parties, unless otherwise terminated pursuant to the terms of this Agreement.

21. PUBLIC RECORDS. Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

22. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

23. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

24. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

25. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

26. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement, including, but not limited to, the indemnification provisions set forth in Section 9 above, shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, Florida Statutes, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year shown below.

Attest:

**LAKESIDE PLANTATION COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice-Chairman, Board of Supervisors

Print Name:_____

Date:_____

**GOVERNMENTAL MANAGEMENT
SERVICES – CENTAL FLORIDA, LLC**

Witness

By: _____

Print: _____

Its: _____

Print Name of Witness

Date:_____

Exhibit A: Scope of Services

Exhibit B: Proposal for District Management Services

EXHIBIT A

SCOPE OF SERVICES

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities of the District Manager include, but are not limited to the following.

I. MEETINGS, HEARINGS, WORKSHOPS, ETC.

The Manager will attend, organize and conduct all meetings of the District, including but not limited to regular meetings, special meetings, emergency meetings, continued meetings and workshops and prepare and maintain minutes as required by Florida law. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the District Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices pursuant to Florida law.

The Manager will consult with the District Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.

II. RECORDS

The Manager will maintain a “Record of Proceedings” for the District in the locations as required by statute and include meeting minutes, agreements, resolutions and other records required by law or contract and provide access to such records as necessary for proper District function and compliance with Florida’s public records laws.

III. DISTRICT OPERATIONS

The Manager will act as the primary point of contact for District-related matters.

The Manager recognizes that the District has entered into an agreement with Amenity Services Group, Inc. (“Amenity Manager”). The Manager will use its best efforts to coordinate the services of Manager and Amenity Manager such that the District receives the services it needs in the most effective and efficient manner possible, consistent with directions from the Board. Should there be a conflict between Manager and Amenity Manager as to responsibilities for certain services, Manager will use its best efforts to resolve such conflict, and if unsuccessful, shall inform the Board of such conflict.

The Manager will consult with and advise the District on matters related to the operation and maintenance of the District’s public infrastructure and generally oversee the operation and maintenance of that infrastructure, recognizing that the Board has assigned certain duties to Amenity Manager by contract.

The Manager will make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. Manager

will solicit bids and proposals for administrative services and products in accordance with Florida law and the rules of procedure adopted by the District from time to time. Manager will also solicit bids for goods, maintenance services and construction services with an estimated cost in excess of \$10,000. Manager recognizes that Amenity Manager will be responsible for soliciting bids for goods, maintenance services and construction services with an estimated cost below \$10,000, and Manager will coordinate presentation of such bids and proposals in the agenda package. Manager will coordinate execution of all contracts with the District.

In advance of expiration of contracts, the Manager will advise the Board as to need for renewal or additional procurement activities and implement same.

On or before October 1st of every year, the Manager will prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.

The Manager will recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.

The Manager will ensure compliance with all statutes affecting the District by performing the following tasks (and such other tasks required by law but not specifically identified herein):

- File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
- Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
- Provide the regular meeting schedule of the Board to County.
- File all required financial reports to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction in compliance with Florida law.
- File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year. Report annually the number of registered voters in the District by June 1, of each year.
- Transmit Public Facilities Report and related updates to appropriate agencies.
- Prepare and file annual public depositor report.

IV. ACCOUNTING AND REPORTING

The District Manager will ensure compliance with the administrative and financial reporting requirements under Florida law applicable to community development districts.

The Manager will implement an integrated management reporting system compliant with Generally Accepted Accounting Principles (GAAP) for government and fund accounting which will allow the District to represent fairly and with full disclosure the financial position of the District. The District's accounting activities will be overseen by a degreed accountant.

The Manager will prepare reports as appropriate under applicable law, accounting standards, and bond trust indenture requirements. The Manager will track the District's general fund and bond fund activities and provide monthly and annual financial statements (including budget to actual summary).

The Manager will prepare lists of accounts payable and present such lists to the Board for its approval or ratification in accordance with District policy. The Manager will administer the processing, review and approval, and timely payment of all invoices and purchase orders.

The Manager will oversee District's capital and general fund accounts and maintain checking accounts with qualified public depository(ies) selected by the Board.

The Manager will recommend and implement investment policies and procedures pursuant to State law, and provide Cash Management services to obtain maximum earnings for District operations through investment of surplus funds in accordance with Florida law.

V. AUDITS

The Manager will provide audit support to auditors for the required Annual Audit, and will ensure completion and submission of audit and Annual Financial Statements to the County, Auditor General, and other appropriate government entities in compliance with Florida law.

VI. BUDGETING

The Manager will prepare and provide for a proposed budget for Board approval and submission to Sarasota County and the City of North Port in compliance with state law. The Manager will prepare final budget and backup material for and present the budget at all budget meetings, hearings and workshops. The Manager will ensure that all budget meetings, hearings, and workshops are properly noticed.

The Manager will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary. The Manager will prepare year-end adjusting journal entries in preparation for annual audit by an Independent Certified Public Accounting Firm.

VII. CAPITAL PROGRAM ADMINISTRATION

The Manager will maintain proper capital fund and project fund accounting procedures and records.

The Manager will coordinate with District staff to provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

The Manager will oversee and implement special assessment bond compliance, including but not limited to coordination of the annual arbitrage report, transmittal of the annual audit and budget to the trustee, transmittal of the annual audit to the bondholders and underwriters and preparation of annual and quarterly disclosure reports required of the District.

VIII. ASSESSMENTS & REVENUE COLLECTION

The Manager will develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by the County and administering assessments for Off Tax Roll parcels/lots.

The Manager will provide payoff information and pre-payment amounts as requested by property owners, and collect prepayment of assessments as necessary.

The Manager will monitor development of the District and perform Assessment True-up Analysis when appropriate.

The Manager will issue estoppel letters as needed for property transfers.

The Manager will maintain the District's Lien Book, in which is recorded the details of any District debt and the related debt service assessments. The Lien Book will account for all District debt and show the allocation of debt principal to assessed properties within the District.

EXHIBIT B
PROPOSAL FOR DISTRICT MANAGEMENT SERVICES



**Governmental
Management
Services –
Central Florida,
LLC.**

**“GMS was
established to
provide the most
efficient, effective,
and comprehensive
management
services for
Community
Development
Districts in the State
of Florida.”**

Lakeside Plantation Community Development District

**Proposal to Provide
District Management
Services**

May 2013



Governmental Management Services

Serving Florida's New Communities

May 1, 2013

Board of Supervisors
Lakeside Plantation CDD
c/o John M. Vericker, District Counsel
Straley & Robin
1510 W. Cleveland Street
Tampa, Florida 33606

RE: Lakeside Plantation Community Development District – District Management Services

Dear Board Members:

Governmental Management Services (GMS) is pleased to provide for consideration our Proposal for District Management Services for the Lakeside Plantation Community Development District (the "District"). We believe that the assembled team of management, financial, and administrative professionals are extremely qualified to provide these services and well suited to meet the District's needs.

GMS is a leader in the Community Development District (CDD) industry. Our approach, methodology, and philosophy towards providing these services reflect our commitment and ability to deliver comprehensive services that exceeds the expectations of our clients. Our greatest strength is our ability to respond to individual client needs efficiently effectively and professionally.

The attached Proposal provides a summary of our qualifications, experience and references. Our proposed scope of services can be found in Section 2.2 on pages 7-11. We think you will find that the proposed scope meets or exceeds the services that are required. Section 4 on page 19 includes the proposed fees for providing these services.

We thank you and the members of the Board of Supervisors for this opportunity to submit our qualifications and experience. Your consideration is greatly appreciated.

Sincerely,

GMS

George S. Flint
Vice-President

Attachment

Orlando
13574 Village Park Dr.
Suite 265
Orlando, FL 32837

Jacksonville
9655 Florida Mining Blvd W
Jacksonville, FL 32257

St. Augustine
475 West Town Place
Suite 114
St. Augustine, FL 32092

Ft. Lauderdale
5385 N. Nob Hill Rd.
Sunrise, FL 33351

Knoxville
1001 Bradford Way
Kingston, TN 37763

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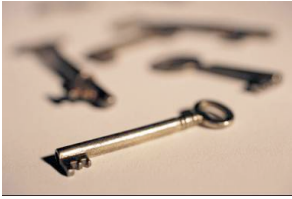


“Our greatest strength is our ability to respond to the District’s needs quickly, efficiently and professionally.”

1 Company Information

Governmental Management Services (GMS) is a family of limited liability companies that was established for the purpose of providing special district management services to Community Development Districts (CDD). With encouragement from CDD industry professionals and the development community, GMS was created to provide an alternative to the existing district management companies. GMS currently has offices in Orlando, Ft. Lauderdale Tallahassee, Port St. Lucie, and Jacksonville, Florida, and Knoxville, Tennessee. The staff that would be providing services is generally determined by geography of the District and required services. However, everyone at GMS works together to provide the most efficient, effective and comprehensive management services possible. As described in Section 2, the staff at GMS are very well known and respected by people involved with Community Development Districts. GMS currently manages over 100 Community Development Districts across the State of Florida and fully understands the requirements of Chapter 190.007(1). The Board of Supervisors shall employ a District Manager who then has the responsibility of operating and maintaining the Community Development District on a day-to-day basis in accordance with various applicable rules, regulations and statutes. The majority of the staff has worked with Investment Bankers, Bond Counsel, District Counsel, Engineers, Developers and Boards of Supervisors across the State of Florida. They have provided management, financial and administrative reporting services to well over 100 special taxing districts and homeowners associations.

GMS was established to provide the most efficient, effective and comprehensive management services for Community Development Districts in the State of Florida. Our greatest strength is our ability to respond to individual client needs quickly, efficiently and professionally.



“Services are provided by seasoned professionals with over 50 years of combined Community Development District Management experience.”

Contact and Organization Information

Corporate Office: Governmental Management Services
1001 Bradford Way
Kingston, Tennessee 37763

Internet Address: www.govmgtsvc.com

Legal Structure: Limited Liability Company

Office Locations: GMS – Central Florida, LLC
13574 Village Park Drive, Ste 265
Orlando, Florida 32837
(407) 841-5524
Contact: George Flint

Employees - 23

GMS – South Florida, LLC
5385 N. Nob Hill Road
Sunrise, FL 33351
(954) 721-8681
Contact: Rich Hans

Employees – 18

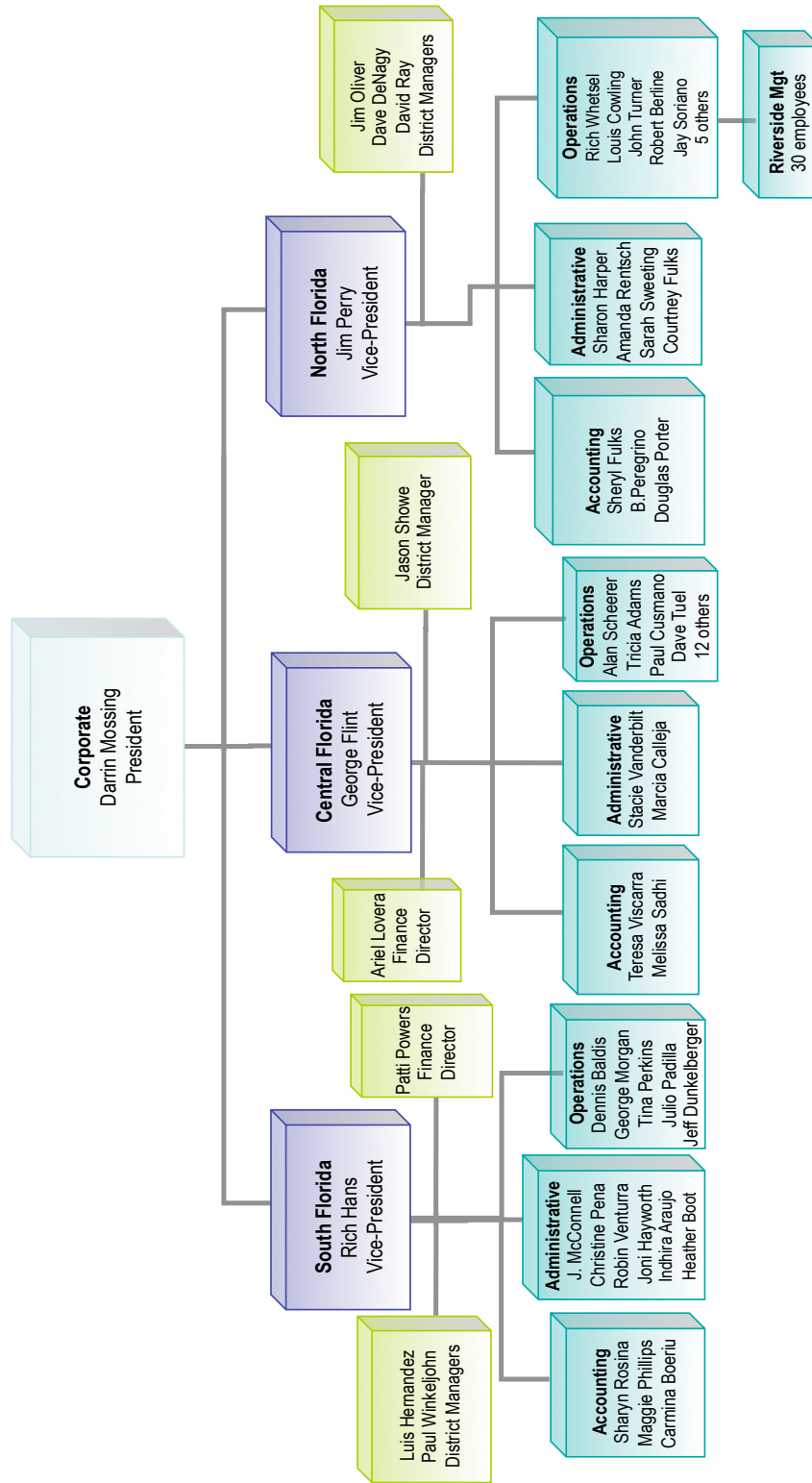
GMS – North Florida, LLC
475 West Town Place
Suite 114
St. Augustine, FL 32092
(904) 940-5850
Contact: Jim Perry

Employees – 21

Availability: If awarded this contract, Governmental Management Services is prepared to commence work immediately.

Governmental Management Services

Family of Companies





“Our commitment to serving our clients and providing the most efficient, effective and comprehensive management services for Community Development Districts continues to fuel our growth. “

2 Qualifications

Established in 2004, Governmental Management Services has quickly grown to 60 employees and has opened 5 offices across the State of Florida. Services are provided by seasoned professionals with over 200 years of combined Community Development District management experience. Our commitment to serving our clients and providing the most efficient, effective and comprehensive management services for Community Development Districts continues to fuel our growth.

2.1 Statement of Qualifications

GMS is the best-qualified provider of district management services because of the experience of the personnel who will be providing the management services for the District. GMS brings a wealth of experience in the administrative, accounting and financial reporting and assessment certifications

GMS focuses exclusively on the services necessary for the proper management of Community Development Districts. Our staff includes managers, accountants, financial analysts, recording secretaries and operations managers all with experience with Community Development Districts and other special districts. We offer integrated CDD management services including:

- General Management
- Recording Secretary Services
- Accounting and Financial Reporting
- Assessment Roll Administration
- Investment Management
- Operations Management
- Utility billing
- Other Services

These management services have been provided by the principals of GMS to over 100 community development districts across the State of Florida.

2.2 Approach

This section describes the categories of services that GMS proposes to provide along with the team members that will be providing the services. We have also enumerated the activities that GMS often performs within each category to ensure compliance with all applicable statutes, laws, rules and regulations.

GMS is structured to take a regional approach to serving its clients but this structure does not preclude us from assigning the most talented and qualified individuals, regardless of their location, to appropriate roles.

Management Services

George Flint will provide district manager services. Mr. Flint currently manages over twenty-five Community Development Districts in the Central Florida region. Mr. Flint graduated from Princeton University with a Bachelors Degree in Politics/Economics and from Florida State University with a Masters in Public Administration. Mr. Flint has an extensive background in the public and private sectors having served as an Assistant County Administrator, Executive Director of a Water and Sewer Authority, Management Consultant and Manager of Strategic Planning. George will be supported by Jason Showe.

Mr. Showe provides district management services for GMS clients in the Central Florida area as the Assistant District Manager. He has a Bachelor's Degree in Public Administration from Florida International University and a Master's Degree in Public Administration from the University of Central Florida. Jason has over eight years experience in customer service, budgeting, revenue coordination, training, and program analysis in government agencies throughout Florida. Additionally, Mr. Showe obtained the Certified Public Manager Certification through Florida State University, and is designated as a Competent Speaker and a Competent Leader through Toastmasters International. Mr. Showe is involved in all facets of District Management including Field Management, Budgeting, and the Assessment Administration. He is dedicated to providing the highest level of service to the clients of GMS.

The following Management Services are typically provided to ensure the District operates in accordance with all applicable statutes, laws, rules and regulations:

- Attend, record and conduct all regularly scheduled Board of Supervisors' Meetings including landowners meetings, continued meetings and workshops.

Lakeside Plantation CDD: Proposal for District Management Services

- Present the District's annual budget in accordance with Chapter 190, Florida Statutes.
- Ensure District is in compliance with administrative and financial reporting for Community Development Districts.
- Correspond and communicate with Board of Supervisors and Staff to respond to the various needs of the District and Community.
- Review and approve agendas for circulation to the Board of Supervisors.
- Review and approve annual budget, annual audit, and monthly disbursements.
- Review annual insurance policy to ensure District maintains proper insurance coverage.

Accounting Services

Ariel Lovera provides the accounting and financial reporting for our districts. Ariel Lovera has a four year degree in accounting and a Masters in Business Administration along with 10+ years of accounting experience for Community Development Districts and homeowner associations. His experience includes accounts payable, payroll, utility billing, budget preparation, preparation of annual audit reports, statutory and bond compliance. He will be supported by Teresa Viscarra and Melissa Sadhi.

The following Accounting Services are typically provided to ensure the District operates in accordance with all applicable statutes, laws, and rules and regulations:

- Establish Governmental Fund Accounting System in accordance with the Uniform Accounting System prescribed by the Florida Department of Financial Services for Government Accounting. This system includes preparing monthly balance sheet and income statement(s) with budget to actual variances.
- Prepare accounts payable and present to Board of Supervisors for approval or ratification.
- Prepare annual budget for review and approval by the Board of Supervisors.
- Transmit proposed budget to local governing authorities 60 days prior to adoption.
- Prepare year-end adjusting journal entries in preparation for annual audit by Independent Certified Public Accounting Firm.
- Maintain checking accounts with qualified public depository selected by the Board of Supervisors.

Lakeside Plantation CDD: Proposal for District Management Services

- Ensure compliance with financial and accounting statutes affecting the District which include but are not limited to:
- Complete annual financial audit report within 12 months after the fiscal year end.
- Circulate annual financial audit report and annual financial report to appropriate governmental agencies.
- Prepare annual public depositor report.
- Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.
- Transmit Public Facilities Report to the appropriate agencies
- Bind necessary insurance for the District which includes liability, property, workers' compensation, etc.

Administrative Services

Stacie Vanderbilt will prepare agenda packages, meeting notices, public records administration, statutory compliance and various other required administrative services. Ms. Vanderbilt has a Bachelors of Science in Business Administration. Ms. Vanderbilt has an excellent reputation in the industry for providing timely, accurate and professional administrative services.

Ms. Vanderbilt is assisted by Marcia Calleja. Ms. Calleja recently joined the GMS organization and has extensive experience serving in administrative and paralegal positions at major law firms and investment bankers serving the CDD industry.

The following Administrative Services are typically provided to ensure the District operates in accordance with all applicable statutes, laws, and rules and regulations:

- Provide minutes for all Board of Supervisors' Meetings including landowners meetings.
- Prepare agenda packages for transmittal to Board of Supervisors and staff 7 days prior to Board of Supervisors' Meeting.
- Ensure compliance with all administrative statutes affecting the District which include but are not limited to:
 - Publish and circulate annual meeting notice.
 - Report annually the number of registered voters in the District by June 1, of each year.

Lakeside Plantation CDD: Proposal for District Management Services

- Maintain “Record of Proceedings” for the District within the County that the District is located which includes meeting minutes, agreements, resolutions and other required records.
- Transmit Registered Agent information to DCA and local governing authorities.
- File Ordinance or Rule establishing the District to DCA within 30 Days after creation.
- Properly notice all public meetings, in accordance with the appropriate Florida Statutes, in the newspaper of general circulation published in the area in which the District is located, including but not limited to:
 - Organizational Meeting.
 - Annual Meeting.
 - Landowners Meeting within 90 days of creation and as required for future elections.
 - Public Hearing on Assessments.
 - Request for Proposal for engineering services.
 - Public Hearing to adopt general and procedural rules.
 - Public Hearing on Chapter 197, Uniform Method of Collection.
 - All other statutorily required meetings and hearings.

Amenities Management and Field Services Management

Alan Scheerer provides field services management for our districts. Mr. Scheerer currently provides field services management for seven (7) Community Development Districts in the Central Florida area. He has over 25 years of business experience including 15 years as a chief engineer for several resorts and hotels in the Central Florida area. Mr. Scheerer's most recent career responsibilities have been as a Homeowners Association (HOA) property manager. He managed seven (7) HOA properties. As a licensed Community Association Manager, his responsibilities were to ensure that the Homeowners Associations were in compliance with the Florida Statutes and the governing documents for each community.

GMS has direct amenity and lifestyle management responsibilities at premier resort-style living communities throughout Florida. GMS Staff have formal education and training in organizational management, hospitality services, communication, event management, public safety, and public administration.

Lakeside Plantation CDD: Proposal for District Management Services

The type and complexity of Field Services and Amenity Management provided will vary from District to District, however in general, the following services are provided to ensure the proper operation of the District:

- Provide Maintenance contract administration for landscaping, security, recreation facilities and water management contracts.
- Respond to resident and Board of Supervisors inquiries regarding Amenities and Maintenance Operations.
- Coordinate and implement maintenance projects throughout the community with vendors and municipalities.
- Conduct semi-monthly site visits (day and night time) to ensure community is properly maintained.
- Recruit, hire, train and monitor Clubhouse and Facilities Staff.
- Other services as required by the Board of Supervisors to ensure satisfactory operation of the District.
- As a company, GMS provides full onsite management services and field management services to 30 Districts throughout Florida. In the Central Florida office, we currently provide amenity management services to the following Districts:
 - Baytree CDD
 - Falcon Trace CDD – Full and Part Time Personnel
 - Lake Ashton CDD – Full and Part Time Personnel
 - Remington CDD
 - Reunion East CDD
 - Reunion West CDD
- GMS Central Florida currently provides field management services to the following Districts:
 - Narcoossee CDD
 - Pine Island CDD
 - Randal Park CDD
 - Tesoro CDD
 - Westside CDD

Assessment Roll Certifications and Administration

Jason Showe provides assessment administration services which includes certifying annual assessment rolls with the County Property Appraiser and Tax Collector, calculation of true-up payments, collection of prepaid assessments and preparation of necessary releases of lien. He is presently responsible for the preparation and execution of 17 CDD assessment rolls.

Miscellaneous Services

Mr. Flint will coordinate any miscellaneous services and ensure that the proper personnel are assigned.

2.3 Experience

GMS's current clients are listed in Table 2-1 on the following pages. Table 2-1 reflects a portion of the myriad of services that we provide to our clients. We are currently serving over 100 districts statewide.

Lakeside Plantation CDD: Proposal for District Management Services

Table 2-1. District Management Experience Summary

District	County	General Management	Accounting & Financial Reporting	Recording Secretary	Water/Wastewater Utility	Operations Management
Aberdeen	St. Johns	•	•	•		•
Amelia Concourse	Nassau	•	•	•		
Amelia Walk	Nassau	•	•	•		•
Antigua Of St. Augustine	St. Johns	•	•	•		
Bartram Park	Duval	•	•	•		
Bartram Springs	Duval	•	•	•		•
Bay Laurel Center	Marion	•	•	•	•	
Baytree	Brevard	•	•	•		•
Baywinds	Dade	•	•	•		•
Beacon Tradeport	Dade	•	•	•		
Bonita Village	Lee	•	•	•		
Bonnet Creek Resort	Orange	•	•	•		
Brandy Creek	St. Johns	•	•	•		
Candler Hills	Marion	•	•	•		
Capital Region	Leon	•	•	•		•
Celebration Pointe	St. Lucie	•	•	•		
Central Lake	Lake	•	•	•	•	
ChampionsGate	Osceola	•	•	•		
Coconut Cay	Miami-Dade	•	•	•		
Copper Creek	St. Lucie	•	•	•		
Copper Oaks	Lee	•	•	•		
Coral Bay	Broward	•	•	•		•
Coral Keys Homes	Dade	•	•	•		
Coronado	Miami-Dade	•	•	•		
Creekside	St. Lucie	•	•	•		

Lakeside Plantation CDD: Proposal for District Management Services

Table 2-1. District Management Experience Summary

District	County	General Management	Accounting & Financial Reporting	Recording Secretary	Water/Wastewater Utility	Operations Management
Deerfield Preserve	St. Johns	•	•	•		
Deer Run	Flagler	•	•	•		
Double Branch	Clay	•	•	•		•
Dove Pond	Leon	•	•	•		
Dunes	Flagler	•	•	•	•	
Dupree Lakes	Pasco	•	•	•		
Durbin Crossing	St. Johns	•	•	•		•
East Homestead	Miami-Dade	•	•	•		•
Enclave @ Black Point Marina	Miami-Dade	•	•	•		
Falcon Trace	Orange	•	•	•		•
Founders Ridge	Lake	•	•	•		
Gardens at Hammock Beach	Flagler	•	•	•		
Hemingway Point	Broward	•	•	•		
Heritage Park	St. Johns	•	•	•		•
Heron Isles	Nassau	•	•	•		
Hickory Hammock	Orange	•	•	•		
Hollywood Beach	Broward	•	•	•		
Homestead 50	Miami-Dade	•	•	•		
Homestead EFBD	Miami-Dade	•	•	•		
Indigo	Volusia	•	•	•		
Indigo East	Marion	•	•	•		
Interlaken	Broward	•	•	•		
Islands at Doral III	Dade	•	•	•		
Islands at Doral TH	Dade	•	•	•		
Julington Creek	St. Johns	•	•	•		

Lakeside Plantation CDD: Proposal for District Management Services

Table 2-1. District Management Experience Summary

District	County	General Management	Accounting & Financial Reporting	Recording Secretary	Water/Wastewater Utility	Operations Management
Lake Ashton I	Polk	•	•	•		•
Lake Ashton II	Polk	•	•	•		
Lakes by Bay South	Dade	•	•	•		•
Majorca Isles	Miami-Dade	•	•	•		
Mediterranea	Palm Beach	•	•	•		
Middle Village	Clay	•	•	•		•
Mirada	Lee	•	•	•		
Monterra	Broward	•	•	•		
Moultrie Creek	St. Johns	•	•	•		
Narcoossee	Orange	•	•	•		•
North Dade	Miami-Dade	•	•	•		
Northern Riverwalk	Palm Beach	•	•	•		
North Springs Improvement Dist	Broward		•	•	•	
Oakridge	Broward	•	•	•		
Old Palm	Palm Beach	•	•	•		
Orchid Grove	Broward	•	•	•		
Palm Glades	Dade	•	•	•		•
Pine Air Lakes	Collier	•	•	•		
Pine Island	Lake	•	•	•	•	•
Pine Ridge Plantation	Clay	•	•	•		
Portofino Cove	St. Lucie	•	•	•		
Portofino Isles	St. Lucie	•	•	•		
Portofino Landings	St. Lucie	•	•	•		
Portofino Shores	St. Lucie	•	•	•		
Portofino Springs	Lee	•	•	•		

Lakeside Plantation CDD: Proposal for District Management Services

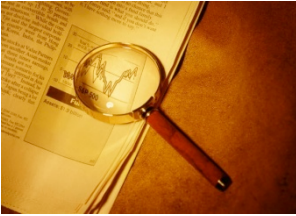
Table 2-1. District Management Experience Summary

District	County	General Management	Accounting & Financial Reporting	Recording Secretary	Water/Wastewater Utility	Operations Management
Portofino Vineyards	Lee	•	•	•		
Portofino Vista	Osceola	•	•	•		
Randal Park	Orange	•	•	•		
Remington	Osceola	•	•	•		•
Reserve	St. Lucie	•	•	•	•	•
Reserve #2	St. Lucie	•	•	•		
Reunion East	Osceola	•	•	•		•
Reunion West	Osceola	•	•	•		•
Ridgewood Trails	Clay	•	•	•		
River Place	St. Lucie	•	•	•		
Rivers Edge	St. Johns	•	•	•		
Rolling Hills	Clay	•	•	•		
Sabal Palm	Broward	•	•	•		
Sampson Creek	St. Johns	•	•	•		•
South Dade Venture	Dade	•	•	•		•
South Kendall	Dade	•	•	•		
South Village	Clay	•	•	•		
Tesoro	St. Lucie	•	•	•		•
TIFA, LLC	Brevard	•	•			
The Crossings at Fleming Island	Clay	•	•	•	•	
Tison's Landing	Duval	•	•	•		•
Tolomato	St. Johns	•	•	•		
Treeline Preserve	Lee	•	•	•		
Treaty Oaks	St. Johns	•	•	•		
Turnbull Creek	St. Johns	•	•	•		

Lakeside Plantation CDD: Proposal for District Management Services

Table 2-1. District Management Experience Summary

District	County	General Management	Accounting & Financial Reporting	Recording Secretary	Water/Wastewater Utility	Operations Management
Turtle Run	Broward	•	•	•		•
Talis Park	Collier	•	•	•		
Valencia Water Control District	Orange		•	•		
Verano Center	St. Lucie	•	•	•		
Verano #1	St. Lucie	•	•	•		
Verano #2	St. Lucie	•	•	•		
Verano #3	St. Lucie	•	•	•		
Verano #4	St. Lucie	•	•	•		
Verano #5	St. Lucie	•	•	•		
Viera East	Brevard	•	•	•		
Villages of Bloomingdale	Hillsborough	•	•	•		
Villa Portofino East	Dade	•	•	•		•
Villa Portofino West	Dade	•	•	•		
Villa Vizcaya	St. Lucie	•	•	•		
Vizcaya in Kendall	Miami-Dade	•	•	•		
Waterford Estates	Charlotte	•	•	•		
Waterstone	St. Lucie	•	•	•		
Westside	Osceola	•	•	•		•
Wynnfield Lakes	Duval	•	•	•		•



3 References

GMS prides itself on the timely delivery of quality services to its clients. As a result, our clients as well as the other CDD industry professionals have come to recognize and appreciate the quality of the services we provide. GMS encourages its prospective clients to call our references and learn what other district supervisors, developers, attorneys, engineers and financial professionals are saying about us. The following table contains just a few of the clients and professionals that are pleased to serve as our references:

Dan Paris, Chairman
Bonnet Creek Resort CDD
7575 Dr. Phillips Boulevard
Suite 310
Orlando, FL 32819
(407) 351-1717
dwparis@brooksville.biz

Andrew Gammon, Chairman
Falcon Trace CDD
13682 Hawk Lake Drive
Orlando, FL 32837
(407) 854-0722
aygammon@yahoo.com

Allan Goldberg
C&G Real Estate
100 S. Virginia Avenue
Suite 201
Winter Park, FL 32789
(407) 947-4225
goldgator@gmail.com

John Gray, Supervisor
Westside CDD
1196 New Castle Court
Oviedo, FL 32765
(407) 739-2225
graysfl2@aol.com

Carol Pontious
Lake Ashton CDD
4179 Aberdeen Lane
Lake Wales, FL 33859
(863) 875-0873
cpontious@tampabay.rr.com

Joseph Czarkowski, Supervisor
Remington CDD
2715 Scarborough Court
Kissimmee, FL 34744
(407) 348-5132
jczarkows@aol.com



4 Cost of Services

The costs associated with providing the services reflected in Section 2.2 are indicated below.

4.1 Management, Administrative, and Accounting Services Fee

Management, Administrative, and Accounting Services as described in Section 2.2 will be provided for a fixed annual fee of \$35,000, paid in equal monthly payments, plus reimbursable expenses. Reimbursable expenses include, but are not limited to, the following: copies, postage, courier services, printing and binding. Reimbursable expenses will be billed at actual cost and are estimated at \$2,400 annually.

4.2 Financial Services (Assessment Administration) Fee

Assessment administration services as described in Section 2.2 will be provided as part of the fee indicated in Section 4.1 above.

4.3 Optional Services

Other services, such as those listed below, are available from GMS upon request. These services may or may not be applicable to the District. A service package can be tailored to the District's specific needs.

Optional Services	Fee
Field Services Management	Separate Proposal
Bond Issuance Cost (per issue)	\$5,000
Web Site Development and Hosting	\$1,500 One Time Set Up \$100 Monthly Maintenance
Assessment Methodology Preparation	\$10,000

RESOLUTION 2013-06

A RESOLUTION DESIGNATING GEORGE S. FLINT AS SECRETARY, ARIEL LOVERA AS TREASURER, JASON SHOWE AS ASSISTANT SECRETARY, AND TERESA VISCARRA AS ASSISTANT TREASURER OF THE LAKESIDE PLANTATION COMMUNITY DEVELOPMENT DISTRICT; RESCINDING SELECTED PRIOR APPOINTMENTS, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of Supervisors of the Lakeside Plantation Community Development District desires to appoint George S. Flint as Secretary, Ariel Lovera as Treasurer, Jason Showe as Assistant Secretary and Teresa Viscarra as Assistant Treasurer; and

WHEREAS, the Board of Supervisors of the Lakeside Plantation Community Development District desires to rescind all appointments of District Management Services representatives and/or employees as Secretary, Assistant Secretary, Treasurer or Assistant Treasurer.

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

1. George S. Flint is hereby appointed Secretary.
2. Ariel Lovera is hereby appointed Treasurer.
3. Jason Showe is hereby appointed Assistant Secretary.
4. Teresa Viscarra is hereby appointed Assistant Treasurer.
5. All appointments of District Management Services representatives and/or employees as Secretary, Assistant Secretary, Treasurer or Assistant Treasurer are hereby rescinded.
6. The appointment and rescissions contained in this resolution shall become effective at 5:00 pm on June 7, 2013.

Adopted this 22nd day of May, 2013.

Secretary/Assistant Secretary

Chairman/Vice Chairman

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.

97 **5. SPECIAL ITEMS**

98

99 **6. BUSINESS ITEMS**

100 **A. Consideration of Forming Committees**

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

105

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

112

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

116

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

120

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

124

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

131

132 (01:04:54)

133 MOTION TO: Approve the Establishment of the Social Events and
134 Activities Committee which will be established by
135 DMS.

136 MADE BY: Supervisor Greisz

137 SECONDED BY: Supervisor Szewczyk

138 DISCUSSION: None further

139 RESULT: Called to Vote: Motion PASSED

140 4/1 Motion passed; Jane Gallo Opposed

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

151
152 The Board agreed this would be a good idea to do for all the proposed committees. The Board
153 agreed that Supervisor Greisz would work to handle the tennis issues as outlined. Supervisor
154 Gallo was identified to handle the clubhouse facilities, such as the TV update. Supervisor
155 Durham will handle the events and activities committee. Supervisor Szewczyk accepted to
156 handle the landscaping. Supervisor Stephens accepted the responsibility of the seasonal/holiday
157 decorating.

158
159 **B. Resolution 2013-02; Establishing Reserve for Replacement of Assists**
160 Mr. Altman informed the Board about the resolution to establish an emergency reserve within
161 the general fund which would be designated as a separate committed fund. He stated that this
162 would be separate cash in the bank balance separate from the regular reserves making it two
163 different categories. This would comply with some accounting rules to allow the Board to have a
164 say that the money is set aside for that purpose.

165
166 Supervisor Greisz discussed how these funds would be accessed and the need for another capital
167 asset reserve fund.

168
169 Mr. Altman told the Board that this would be a balance sheet item. He stated that the current
170 budget would be looked at and then a dollar amount would be decided (on a later date) to put
171 aside for this.

172

(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

181
182 **C. Resolution 2013-03; Setting Public Hearing on District Rules**

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

186 (01:21:12)

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

194
195 **D. Resolution 2013-04; Spending Authority**

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

201
202 Supervisor Greisz wanted to know the current spending authority of the DMS. Mr. Altman
203 informed her that everything they purchased he had to approved by the board and that there was
204 a spending limit.

205
206 (01:28:31)

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

213
214 **7. OLD BUSINESS ITEMS**

215 **B. Update on Tennis Shades**

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

220
221 Welch had evaluated the courts and reported that the courts would need to be substantially renovated once
222 the season is over.

223 Residents discussed that they would like to see some sort of membership fees set in place for the
224 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.

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

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

274
275 Supervisor Greisz stated that there was an invoice that had been billed for \$682.50 for legal advice on the
276 proposed amendment. The Board was not happy with the high cost and moved to have the management
277 company look into the invoice from US bank.

278
279 (01:56:50)

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

287
288 **E. Consideration of Financials Statement Month Ending October 31, 2012**

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

292
293 The Board discussed a chart that compared the activity levels from the past four years but in the future it
294 would show the current date straight back to last year's date to make it easier to see the results.

295
296 **F. Review of Financials Statement Month Ending December 31, 2012**

297
298 **G. Purchases**

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

301
302 (02:11:32)

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

309
310 **9. STAFF REORTS**

311 **A. District Manager**

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

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

364

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

366

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

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

371 _____.

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Signature _____

Signature _____

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Printed Name _____

Printed Name _____

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Title:
 Secretary
 Assistant Secretary

Title:
 Chairman
 Vice Chairman

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Recorded by Records Administrator

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Signature _____

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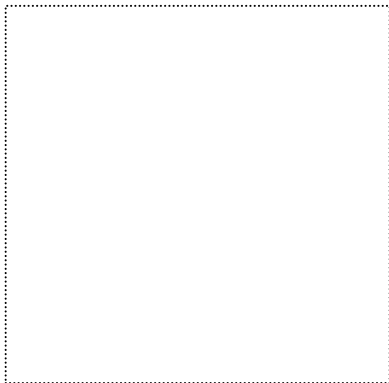
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**LAKESIDE PLANTATION
COMMUNITY DEVELOPMENT DISTRICT**

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)

121	MOTION TO:	Hire Vesta with Requested 6 Month Time Frame
122	MADE BY:	Supervisor Greisz
123	SECONDED BY:	Supervisor Stephens
124	DISCUSSION:	None further
125	RESULT:	Called to Vote: Motion PASSED
126		5/0 Motion passed unanimously

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

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133

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135

136

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

175

176

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

213

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

215

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

217

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

219

220

221 **10. STAFF REORTS**

222

223 **A. District Manager**

i. Manager's Report

224

B. District Engineer

225

224 **C. District Council**

225
226 **D. Staff Report**

227 **i. Amenities Report**

228
229 **ii. Evening Security Report**

230
231 **iii. Maintenance Report**

232
233 **11. SUPERVISOR REQUESTS**

234
235 **12. Adjournment**

236
237 9:25 PM

238	MOTION TO:	Adjourn the Board of Supervisors Meeting. All
239		further items will be postponed until April 10 CDD
240		Meeting.
241	MADE BY:	Supervisor Szeqczyk
242	SECONDED BY:	Supervisor Greisz
243	DISCUSSION:	None further
244	RESULT:	Called to Vote: Motion PASSED
245		5/0 Motion passed unanimously

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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

Printed Name

- Title:**
 Secretary
 Assistant Secretary

Signature

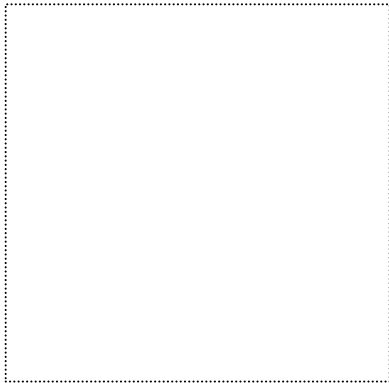
Printed Name

- Title:**
 Chairman
 Vice Chairman

Recorded by Records Administrator

Signature

Date



**LAKESIDE PLANTATION
COMMUNITY DEVELOPMENT DISTRICT**

April 10, 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, April 10, 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, April 10, 2013 at 7:00 pm.

Board Members Present and constituting a quorum:

Patricia Durham	Chair
Jane Gallo	Supervisor
Camille Stephens	Supervisor
Joe Szewczyk	Supervisor

Also Present:

Peter Altman	District Manager, District Management Services, LLC
Greg Foster	
Tonya Harrington	

Tom	PSA
Roy Deary	
Joe Montagna	Vesta

Residents

2. PLEDGE OF ALLEGIANCE

Mr. Altman led the Pledge of Allegiance.

3. AUDIENCE COMMENTS

- Gwen Balsom- Gwen expressed her unhappiness with DMS. She found there to be no control during the meetings and no attempt by DMS to stop any bickering or regain control. She wanted audio copies of the meetings to be available at the clubhouse. She did not like that there was no discussion after motions were made and was unhappy with the way the meeting books were being given to the Board.
- David Polk- David also expressed his frustration regarding the Boards relationship with DMS. He said Travel Night had been held the past Wednesday and while it was enjoyed by the people who went many members of the community were not aware of it because DMS did not notify the community.
- Rick Huddleston- Rick also agreed with the previous comments regarding DMS. He said he had consistently asked Mr. Altman to send him the landscaping reports which he never did. He also stated Mr. Altman had not answered any of his questions he sent to him since before the February meeting. He said there was terrible commination between DMS and the residents and was stepping down as liaison.

- 48 • Deborah Johnson- Deborah made a comment about the clubhouse functions (private
49 functions) being too low. She said right now she believed it cost \$100-\$150 for residents
50 to have parties at the clubhouse. She expressed her concern that the current fees did not
51 cover the expenses of running the clubhouse during the parties and that the parties instead
52 were causing Lakeside to lose money.
53 • Carol Greer- Carol agreed with the comments made about DMS.
54

55 4. SUPERVISOR REPLIES

- 56 • Supervisor Gallo- She addressed the comments regarding the private functions. She said
57 many times nonresidents have parties at the community but pay the resident fee because
58 they know someone who lives in the neighborhood. She said last month 9 private
59 functions were held which she felt was too much because it took clubhouse time away
60 from the residents. She felt there should be a limit.
61 • Supervisor Szewczyk- He wanted to make one general comment about the complaints
62 made about DMS. He felt that after today's meeting he might have a better understanding
63 of the questions he had as well. He wanted to know who was responsible for what and
64 who reports to who especially since there were current changes going on with the
65 amenity services and landscaping.
66 • Supervisor Stephens- She felt that private functions at the clubhouse were a waste of time.
67 She apologized about the Travel Night not properly being advertised. She gave her
68 opinion on DMS which was negative.
69 • Supervisor Durham- She said before joining the Board she too had an issues with
70 Supervisors comments being made into motions and passing quickly so she apologized
71 for having done this now. She made a commitment to go by the items that were placed on
72 the agenda only. She said something needed to be done about the private functions and
73 that Joe M. might be able to look into this. She made a comment that at tonight's meeting
74 they would be addressing a request from DMS to renew their contract.
75

76 Mr. Altman informed the Board that as long as bond money was used they would have to offer
77 the facility be used by the public but there could be daily, monthly, or annual membership fees
78 set up. He said that they would need to discuss with their lawyer if they could simply stop
79 offering private parties. He also commented that he did not come with a new agenda but instead
80 one with reductions/adjustments to their current contract. This would allow them an immediately
81 reductions to their fees which they decide what they would like to do.
82

83 ***The agenda was amended to include discussion of the Vesta Contract.***
84

85 There was a general discussion regarding the legality's of the contract among the Board.
86

87 Supervisor Szewczyk informed the Board that this would not cost them any additional money
88 since what was currently being paid to DMS for these services would be stopped and would
89 instead go to Vesta so he saw no issue with accepting their contract.
90

91 PA addressed the issues of communications between Vesta, Lakeside, and DMS.
92

93 Mr. Altman informed the Board that Vesta and any other vendors would all report back to the
94 District. The Board would be able to give recommendations for issues they see within the
95 community at the BOS meetings but that ultimately they were to report to DMS to make sure
96 they were doing their job.

97

98 (00:41:44)

99

MOTION TO:	Approve Contract for Vesta as Presented.
MADE BY:	Supervisor Gallo
SECONDED BY:	Supervisor Szewczyk
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 Motion passed unanimously

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106 5. SPECIAL ITEMS

107

108 A. Bloomings Landscape Proposal to Address Deficiencies

109 Joe M. From Vesta informed the Board that he had been in contact with Bloomings to help them
110 set up a plan to improve the overall landscaping of the community. He introduced John from
111 Bloomings.

112

113 John informed the Board that Bloomings had prepared a 60 day action plan. He distributed
114 copies of the plan to the Board and went over what the plan entailed with them.

115

116 Items addressed in the plan were: pruning, turf, plant beds, shrub beds, mulch, and different
117 levels for pruning the palms. He said they would also be treating for ants and chinch bugs. They
118 would also be mulching the boulevard to increase its aesthetics.

119

120 He wanted to show that Bloomings would be capable of managing this community. He wanted to
121 demonstrate their level of professionalism over the course of the next 60 days, and then
122 reevaluate any changes or recommendations.

123

124 There was a question from Supervisor Gallo regarding a previous invoice in January for \$900 for
125 annuals. She stated she thought all annuals and flowers were included in the original contract.
126 John responded that this might have been from an additional landscape enhancement near the
127 amenity center that was done but that he would look into it.

128

129 Mr. Altman suggested that before a final decision be made that the Board hear from PSA who
130 was also present to make a presentation. The Board agreed to this.

131

132 B. PSA Horticulture Report and Discussion of Performance Based Contract 133 Approach

134

135 Joe M. introduced Tom from PSA.

136

137 Tom who was the managing partner for PSA proposal informed the Board on what his company
138 was. He said they were a landscape consulting and contract management firm. What they
139 generally do is put together specs based on their clients' needs/properties and then put them out
140 for bids and do inspections. They typically have 12-15 companies for any bids.

141
142 All contracts would be performance based. He would work with Bloomings on providing
143 monthly reports to the BOS on how Bloomings is doing.

144
145 Mr. Altman made recommendations to willingly accept the performance based contract and also
146 take all the horticulture advice that was being presented from PSA and Bloomings. He stated this
147 would be a good way to keep everyone on track and on the same page.

148
149 Supervisor Durham had a question about the ongoing charges that would be billed. PSA
150 informed her the cost would be about \$530 per month to come out and do inspections but that
151 they could choose to have inspections every other month to reduce this cost. He added there was
152 also a cost to get the bids and find a new contract but that they fee was just once.

153
154 Joe M stated that he was looking forward to working with PSA. He liked what he saw so far and
155 would like to put a plan of action together including PSA.

156
157 Joe and Tom discussed a 45 day action plan versus a 60 day one.

158
159 Supervisor Durham suggested revisiting with Bloomings at the June 12th meeting since this
160 would allow Bloomings the 60 days they requested.

161
162 Mr. Altman suggested the Board have Bloomings at the agenda at the May meeting to come up
163 with a new/appropriate contract with Bloomings.

164
165

(01:22:15)

MOTION TO:	Accept the action plan as recommended by the staff and delay going out for proposals for landscape services.
MADE BY:	Supervisor Durham
SECONDED BY:	Supervisor Szewczyk
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 Motion passed unanimously

174
175

(01:22:29)

MOTION TO:	Direct Staff to Have us Negotiate with PSA for a Price and also Confirm with Bloomings their Willingness to Accept a Performance Based Contract and have that Presented to the Board at the May Meeting.
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MADE BY:	Supervisor Szewczyk
SECONDED BY:	Supervisor Gallo
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	4/0 Motion passed unanimously

6. BUSINESS ITEMS

A. Review Qualifications of Legal Service Providers

Supervisor Durham expressed her positive interactions she had with Mark Barnebey from BLW and Hopkins Green and Sanders. The Board discussed the qualifications of both firms.

BLW was a local firm and they had informed Supervisor Durham that they would be readily available to answer legal questions they had at any time. Hopkins Green and Sanders was a legal firm based out of Tallahassee and was more expensive but Supervisor Durham liked them alot.

Joe M mentioned working with them at another CDD, and was pleased with his interactions with them. He made recommendations to proceed with them.

Supervisor Gallo had questions about the mileage fees and how they would be charged since the company was based from Tallahassee. Supervisor Durham responded it was her understanding that mileage would not be charged for their regular meetings.

Supervisor Durham stated she was impressed with both of them and would like to have them both come to the next meeting to ask questions. Supervisor Szewczyk agreed he wanted to meet with both firms that that he was impressed with Hopkins Green and Sanders.

(01:40:18)

MOTION TO:	To Interview Both Mark Barnebey and Mike Eckerd at the May 8, 2013 Meeting and Have the Opportunity to Question Them.
MADE BY:	Supervisor Gallo
SECONDED BY:	Supervisor Szewczyk
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	4/0 Motion passed unanimously

BOS moved item 9b up in the agenda for engineering reports.

9. STAFF REPORTS

B. District Engineer

223 Mr. Altman read an email he received from the district engineer at 8:24 that morning. He stated
224 it said 27-30 areas required treatment around the lakes. The engineer was requesting a budget of
225 \$13,000 to do all the repairs. He asked the Board if they would like to make a motion to approve
226 an amount for to exceed this.

227
228 Supervisor Durham requested copies of the emails be given to the Board.
229

230 The Board discussed the need to take care of the pond issues now before they get worse during
231 the rainy season.
232

233 (01:50:08)

234	MOTION TO:	Authorize an Amount not to Exceed \$13,000 and Ask
235		the Engineer to Check with Property Owners from
236		Last Year to See What the Problems are and to
237		Ensure they are Taken Care of.
238	MADE BY:	Supervisor Szewczyk
239	SECONDED BY:	Supervisor Stephens
240	DISCUSSION:	None further
241	RESULT:	Called to Vote: Motion PASSED
242		4/0 Motion passed unanimously

243
244 **B. Review and Approval of Modified DMS Contract**
245

246 Supervisor Durham expressed her problems with DMS and Mr. Altman. She did not agree with
247 the new contract because it stated promises that DMS had originally promised but had not lived
248 up to. She said she had issues with the way the contract was written because the Board was not
249 happy with the service they had gotten from DMS.
250

251 She stated different issues she had with Mr. Altman such as the difficulty it is to get in contact
252 with him. She said nothing was done in a orderly or timely fashion and that minutes for
253 workshops she had requested were never made. She said the minutes book that was required by
254 law was never provided by DMS as well. She requested the Board seek RFPs on management
255 companies.
256

257 She did not want to accept the modified contract and instead wanting to start the process of
258 pursuing a new management company. The rest of the Board agreed with Supervisor Durham
259 stating they had given DMS multiple occasions to prove themselves and that it was time to look
260 into new management companies.
261

262 Mr. Altman said that since November changes had been made such as DMS recommending the
263 amenity service company be added. He said DMS had hired the people that worked there and
264 everyone in the community was happy with them. He said the Supervisor Durham had
265 interjected on multiple occasions making it difficult for him to do his job. Supervisor Durham
266 did not agree with his statements.

267
268 Supervisor Gallo felt that right now was not the time to peruse a new management company
269 because the Board was still trying to settle in with the new amenity services and the final budget
270 was being worked on now. Supervisor Szewczyk agreed with her. He said if this topic was put
271 on the agenda in 3 months he would agree to move forward to get RFPs but the right now the
272 timing was not right. Supervisor Durham felt that delaying this would not help the Board.

273
274 Audience comments were made:

- 275 • A resident agreed with Supervisor Gallo that the timing was not right.
- 276 • A resident suggested that the reduced rate from DMS were an insult.
- 277 • A resident asked if the BOS was happy with DMS or not. If not they should hire a new
278 company.
- 279 • A resident asked chair to not do this at this time and be fiscally responsible.

280
281 Supervisor Durham thanked the audience for their comments. She said they would not be paying
282 the reduced rate of \$200 a month.

283
284 (02:35:23)

285	MOTION TO:	Get RFPs for Proposals for a New Management
286		Company and Invite Mr. Altman to Also Participate
287		and Give a New Bid that can be Compared to the
288		Others.
289	MADE BY:	Supervisor Durham
290	SECONDED BY:	Supervisor Stephens
291	DISCUSSION:	Supervisor Szewczyk asked for clarification if they
292		were perusing a management company that included
293		amenities. Supervisor Durham said they would not.
294	RESULT:	Called to Vote: Motion PASSED
295		3/1 Motion passed

296
297 The Board decided to table the remainder of the agenda until the May meeting. Supervisor Gallo
298 was upset that they were never able to go through an entire agenda because there was too much
299 bickering at the meetings.

- 300
- 301 **C. Supervisor Durham Update on Events and Activities**
- 302 **D. Supervisor Greisz Update on Tennis Courts**
- 303 **E. Supervisor Gallo Update on Clubhouse Facilities**
- 304 **F. Supervisor Szewczyk Update on Landscaping**
- 305 **F. Supervisor Stephens Update on Seasonal Decorations**

306
307 **7. OLD BUSINESS ITEMS**

- 308
- 309 **A. Review of Capital Program and Formalization of Reserve Funds**

310 **B. Consideration of Resolution 2013-03; Setting Public Hearing on District Rule**
311

312 **8. BUSINESS ADMINISTRATION- CONSENT ITEMS**
313

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

315 **B. Consideration of Minutes for the Board of Supervisors Meeting March 13, 2013**
316

317 **C. Consideration of Operation and Maintenance Expenditures April 2013**

318 Supervisor Gallo had a few questions regarding the financials. She had a question about a Straley
319 invoice and one about all the tennis invoices. She requested all the tennis invoices be itemized to
320 include how long the lessons were, for who they were (resident/nonresident), etc. she felt this
321 was necessary to make sure that accurate amounts were being charged.
322

323 The Board asked about the invoices from US Bank. Mr. Altman addressed it was an annual fee
324 they charged since this was the bank that managed their bonds.
325

326 Supervisor Gallo was concerned about many items going over their projected budgets. She said
327 that the tennis club had stated they paid for 60% of tennis expenses but they this was not true
328 when the numbers were run. The trustees fee was budget at \$2,000 but as of February it was
329 already over \$4,000. She also mentioned there was a budget of \$300 for copies and postage but
330 that it had cost \$600.
331

332 Lastly, Supervisor Gallo brought up the staff appreciation wine and cheese that cost \$397.30.
333 She mentioned that DMS had said they would pay for part of it. Mr. Altman stated DMS had
334 offered to pay help for it but they were told there contribution was not needed.
335

336 Supervisor Durham requested a check register. She wanted there to be a list of all the checks that
337 were sent in order to account for them all.
338

339
340 (03:05:44)

341	MOTION TO:	Accept the Operation and Maintenance Expenditures
342		for April 2013.
343	MADE BY:	Supervisor Gallo
344	SECONDED BY:	Supervisor Durham
345	DISCUSSION:	None further
346	RESULT:	Called to Vote: Motion PASSED
347		4/0 Motion passed unanimously

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349 **D. Review of Financials Statement Month Ending February 28, 2012**
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(03:05:54)

MOTION TO:	Approve the Financial Statements for the Month Ending February 28, 2012.
MADE BY:	Supervisor Gallo
SECONDED BY:	Supervisor Stephens
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 Motion passed unanimously

9. STAFF REORTS

- A. District Manager**
 - i. Manager's Report**
- B. District Engineer**
- C. District Council**
- D. Staff Report**
 - i. Amenities Report**
 - ii. Maintenance Report**

10. SUPERVISOR REQUESTS

11. ADJOURNMENT

(3:07:25)

MOTION TO:	Adjourn the Board of Supervisors Meeting.
MADE BY:	Supervisor Szeqczyk
SECONDED BY:	Supervisor Durham
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 Motion passed unanimously

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

392

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

394

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

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

400 _____.

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Signature

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Printed Name

410

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Title:

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Secretary

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Assistant Secretary

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415

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Signature

Printed Name

Title:

Chairman

Vice Chairman

Recorded by Records Administrator

Signature

Date



MBS CAPITAL MARKETS, LLC

MEMORANDUM

To: Mike Eckert

From: Brett Sealy, MBS Capital Markets, LLC

Re: Lakeside Plantation CDD Series 1999A Bonds

Date: May 16, 2013

Thank you for the opportunity to analyze potential refinancing opportunities for the Lakeside Plantation CDD (the “District”) and provide a summary of the same. As discussed, we are happy to appear before the Board and make a more formal and comprehensive presentation of our credentials as well as our findings.

MBS Experience

MBS Capital Markets, LLC (“MBS”), is a FINRA- registered broker-dealer specializing in special tax district finance. The partners and key professionals of MBS has underwritten more than \$10 billion of tax-exempt bonds for approximately 350 Florida CDDs representing in excess of 700 separate transactions. Over the past two years, MBS has underwritten or privately-placed approximately \$350 million of CDD refinancing transactions and has obtained more than twenty-five investment grade ratings from the nationally recognized rating agencies. In addition to our extensive recent CDD refinancing experience, the partners and key professionals served as the investment bankers to District on the issuance of the Series 1999 and Series 2000 Bonds, making us uniquely qualified to undertake a refinancing on behalf of the District.

Series 1999A Bonds

The Series 1999A Bonds are currently outstanding in the amount of \$1,850,000, have an interest rate of 6.95% and a final maturity date of May 1, 2031. Further, the Series 1999A Bonds became optionally callable in 2006. Accordingly, we ran what is known as a current refunding to analyze the economic benefit of refinancing the Series 1999A Bonds, a summary of which is illustrated in the table below. It is important to note that the interest rates we utilized for our analysis are based upon the assumption that the District would be able to obtain an investment grade rating from a nationally recognized rating agency in the “medium investment grade” category. MBS has not undertaken a comprehensive credit review to determine if the underlying credit dynamics of the Series 1999A Bonds will meet the credit criteria to obtain a rating. The inability to obtain a rating in that category or at all will have a significant effect on the economics of the refinancing. Further, while tax-exempt rates are near historical lows such rates are subject to fluctuation.

Refunding Analysis Series 1999A Bonds	
Dated Date	7/1/13
Principal Amount to be Refunded	\$1,850,000
Current Average Coupon	6.95%
Current Max Annual Debt Service	\$183,670
 	
Estimated Principal Amount of Refunding Bonds (1)	\$2,125,000
Estimated Average Coupon	3.80%
Estimated Net Interest Cost (inclusive of U/D and OID)	4.08%
Estimated Max Annual Debt Service (2)	\$165,163
Estimated NPV Savings % (3)	16.94%
Estimated NPV Savings \$ (3)	\$315,174
Estimated Max Annual Debt Service Reduction \$ (4)	\$18,507
Estimated Maximum Annual Debt Service Reduction % (4)	10.08%
Final Maturity (5)	5/1/2031
DSRF Cash Requirement	50% of MADS
Underwriter's Discount (6)	\$50,000
Estimated Costs of Issuance (7)	\$130,000

- (1) The principal amount of the refunding bonds is expected to increase by approximately \$275,000 primarily as a result of the transactional costs and nominal balance in the existing debt service reserve fund. Such increase would require the necessity to undertake the Chapter 170 assessment process.
- (2) The projected maximum annual debt service does not include the gross-up to provide for the 4% discount for early payment and the collection fees charged by the County Tax Collector and Appraiser.
- (3) These figures are net of all costs and transfers from the existing trust estate.
- (4) The reduction of annual debt service is calculated based upon comparing the debt service on the Series 1999A Bonds and the debt service on the proposed refunding bonds.
- (5) The maturity date on the proposed refunding bonds is 5/1/2031 which is consistent with the maturity date on the Series 1999A Bonds.
- (6) This fee is consistent with other recently closed comparable CDD refinancing transactions and is contingent upon the closing of the refinancing transaction.
- (7) The estimated costs of issuance of the refinancing are consistent with other recently closed comparable CDD refinancing transactions.

Thank you again for the opportunity to provide this preliminary analysis. Please do not hesitate to contact me with any questions. I look forward to hearing back from you soon.

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