

Supervisor Packet for May 7, 2024 General Meeting

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**Lake St. Charles Community Development District
Board of Supervisors' General Meeting Agenda**

7:00 p.m., May 7, 2024

Lake St. Charles Clubhouse, 6801 Colonial Lake Dr., Riverview, Florida 33578

Board of Supervisors

Marlon K, Brownlee, Chair, 813-485-5685
Yvonne Brown, Vice-Chair, 813-503-8469
Virginia Gianakos, Treasurer, 293-4728
Benjamin Turinsky, Supervisor, 813-449-1560

LSC CDD Staff

Adriana Urbina, District Manager,
741-9768
Luis Martinez, Interim Property Manager,
990-7555

<i>Time</i>	<i>Item</i>
7:00 – 7:05	<ol style="list-style-type: none"> 1. CALL TO ORDER 2. PLEDGE OF ALLEGIANCE 3. INVOCATION (CHAIR BROWNLEE) 4. ACKNOWLEDGMENT OF SUPERVISORS AND STAFF PRESENT 5. INTRODUCTION OF HOMEOWNERS, RESIDENTS AND PUBLIC AND IDENTIFICATION OF PARTIES WISHING TO MAKE PUBLIC COMMENTS
7:05 – 7:35	<ol style="list-style-type: none"> 6. PUBLIC COMMENTS (UP TO 3 MINUTES PER SPEAKER, 30 MINUTES DESIGNATED)
	<ol style="list-style-type: none"> 1. Homeowners Requesting to Speak (Please State Name Prior to Remarks)
7:35 – 7:45	<ol style="list-style-type: none"> 7. MATTERS RELATING TO CDD ADMINISTRATION: CHAIR BROWNLEE (10 Minutes)
	<p style="text-align: center;">GENERAL REMARKS – Chair of The Board of Supervisors</p> <ol style="list-style-type: none"> 1. Mr. Robert Fannin’s Resignation Resumes for Supervisor Seat #3 will be accepted until May 23, 2024 3:30PM. Attendance will be mandatory for an interview at the next BOS Meeting on June 4, 2024, 7PM at the clubhouse. 2. Spectrum Right of Service Agreement Inquiry
7:45 – 8:15	<ol style="list-style-type: none"> 8. LEGAL COUNSEL (30 Minutes)
	<p style="text-align: center;">LEGAL REMARKS – Maggie Mooney, Esq.</p> <ol style="list-style-type: none"> 1. Updates on Pending District Legal Matters 2. Legal Counsel Questions- Treasurer Gianakos 3. Dissent Letter- Treasurer Gianakos
8:15 – 8:20	<ol style="list-style-type: none"> 9. CONSENT AGENDA (5 Minutes)

	<ol style="list-style-type: none"> 1. Approval of additions to the agenda and removal of additional consent agenda items with questions as requested by board members. 2. Approval of Consent Item Agenda <ol style="list-style-type: none"> a. April 2, 2024 Meeting Minutes b. Committee Meeting Minutes for April 2024 <ol style="list-style-type: none"> i. Treasurer’s Review Committee ii. Security and Grounds Committee iii. Management Committee iv. Strategic Committee c. March 2024 Financial Statements d. April 2024 Facilities Monitor Report (Separate from packet)
8:20 – 8:35	8. AUDIT PRESENTATION FY 22-23 (15 Minutes)
	<ol style="list-style-type: none"> 1. Motion to approve FY22-23 District Annual Audit
8:35 – 8:50	9. PUBLIC HEARING ON RULE AMENDMENTS OF THE DISTRICT AMENITIES USAGE POLICY – VICE-CHAIR BROWN (15 Minutes)
	<ol style="list-style-type: none"> 1. Board Discussion– Vice-Chair Brown Discussion of Changes to District’s Amenity Usage Policy # 6000. 2. Resident comments regarding revisions. 3. The Management Committee recommends a Motion to approve the District’s Amenity Usage Rules Policy #6000 as revised per the attached draft. <p>Close Rule Amendment Hearing and Reopen the General Meeting.</p>
8:50-9:20	10. COMMITTEE REPORTS (30 Minutes)
	<ol style="list-style-type: none"> 1. Strategic Planning Committee – Committee Chair Brownlee 2. Management Committee – Committee Chair Brown <ol style="list-style-type: none"> a. The Management Committee recommends a Motion to reconsider Motion #3 from the March 5, 2024 meeting. An RFP for District Management Services is not necessary as only one open position within the District needs to be filled. 3. Grounds/Security Committee – Committee Chair Turinsky <ol style="list-style-type: none"> a. The Grounds Committee recommends a Motion to approve LMP’s entryway landscaping proposal in the amount of \$13,866. \$8,000 will be funded from the new plants line and \$5,866 will be funded from CIP. b. The Grounds Committee recommends a Motion to approve scheduling the 2nd Annual Luau on June 15, 2PM to 5PM at the District’s Clubhouse and Pool Facility. 4. Treasurer’s Review Committee – Committee Chair Gianakos

9:20-9:25	10. PROPERTY MANAGER (5 Minutes)
	Items for Consideration by Interim Property Manager - Luis Martinez 1. Property Management Report
9:25–9:30	11. DISTRICT MANAGER (5 Minutes)
	Items for Consideration by District Manager – Adriana Urbina 1. District Manager Report 2. Grievance Statement
9:30 –9:40	12. REMAINING CONSENT ITEMS REMOVED FOR DISCUSSION (10 Minutes)
9:40	ADJOURN

April 3, 2024

CDD Board
Lake St. Charles
6801 Colonial Lake Drive
Riverview, FL 33578

Re: CDD Board Resignation


Ladies and Gentlemen of the Board:

I am writing this letter to inform you of my decision to resign from my position on the CDD board of LSC, effective April 4, 2024.

It has been an honor to serve on the board for over nine years. During my time serving, I have been part of a team that accomplished many projects and events that benefited LSC. I've had the privilege to work alongside many board members and developed great relationships through the past years. Most of my time was spent as a Supervisor of Grounds and Security, as my passion has always been the safety and well-being of this neighborhood. My family and I have resided here for over 20 years, so our visibility and involvement will continue to be strong.

I believe leaving now will give the board ample time to find a replacement for my position. It has been a pleasure serving on the Lake St. Charles CDD Board and I wish the board the best of luck.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Robb Fanjin', written over a horizontal line.

Robb Fanjin

LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT

**REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL ENGINEERING SERVICES**

Hillsborough County, Florida

MAY 13, 2024

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DRAFT

**REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the Lake St. Charles Community Development District (the “**District**”), located in Hillsborough County, Florida, announces that it is soliciting professional engineering services to be performed on a continuing basis for the District’s earthwork, stormwater management systems, landscape, irrigation, signage, and lighting improvements, preserve areas, and other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm or individual selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

The selection manual (“**Selection Manual**”), including the scope of work, instructions to applicants, evaluation criteria and other documents, will be available beginning **Monday, May 13, 2024, at 9:00 a.m.** from the District Manager, Adriana Urbina, districtmgr@lakestcharles.org.

Any firm or individual (“**Applicant**”) desiring to provide professional engineering services to the District must: (1) hold applicable federal, state and local licenses; (2) be authorized to do business in Florida in accordance with Florida law; and (3) furnish a statement (“**Qualification Statement**”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” along with pertinent supporting data.

The District will review all Applicants consistent with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“**CCNA**”). Each interested Applicant must submit an original copy and one (1) electronic copy (PDF format on a USB flash drive) of the Qualification Statement, along with all other requested attachments, by **11:00 a.m. on Monday, June 24, 2024 (“Submittal Deadline”)**, to the attention of Adriana Urbina, District Manager, 6801 Colonial Lake Drive, Riverview, FL 33578.

Furthermore, all Applicants – and specifically the individual(s) who would be responsible for providing the engineering services and interacting with the District’s representatives on a day-to-day basis – shall be available to present the Applicant’s Qualifications Statement and respond to questions at the District’s **Tuesday, July 9, 2024**, Board meeting to be held at **7:00 p.m.** at the Lake St. Charles Clubhouse, 6801 Colonial Lake Drive, Riverview, FL 33578, and, upon the District Board’s request, such other meetings as the District’s Board may designate (contact the District Manager for time/location, and any adjustments to the date).

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and Selection Manual, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant, and so forth.

Any protest regarding the terms of this Notice or the Selection Manual, must be filed in accordance with applicable law.

Any and all questions relative to this Request for Qualifications shall be directed in writing by email only to Adriana Urbina at districtmgr@lakestcharles.org no later than **12:00 p.m. on Monday, June 10, 2024**.

Adriana Urbina
District Manager
Run Date: May 12, 2024

DRAFT

LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES

Hillsborough County, Florida

Instructions to Applicants

SECTION 1. DUE DATE. Any interested applicant (“**Applicant**”) must submit its Qualification Statement (defined herein) no later than **11:00 a.m. (EST) on Monday, June 24, 2024 (“Submittal Deadline”)**, at the Offices of the District Manager, 6801 Colonial Lake Drive, Riverview, FL 33578 Attention: Adriana Urbina.

SECTION 2. SCOPE OF WORK. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purpose of financing, acquiring, constructing, operating, and maintaining public infrastructure improvements. Related thereto, the District is soliciting qualification statements for professional engineering services for the District’s earthwork, stormwater management systems, landscape, irrigation, signage and lighting improvements, preserve areas, and other public improvements authorized by Chapter 190, *Florida Statutes*. This work shall also include all related permit applications, as well as, any renewals and modifications to the District’s permits. In addition, the District’s engineer will be required to attend meetings of the District’s Board of Supervisors when requested. This work (“**Project**”) shall be performed on an as-needed, continuing basis as requests are received.

SECTION 3. CONTENTS OF QUALIFICATION STATEMENTS. Each Applicant shall submit a qualification statement (“**Qualification Statement**”) using U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” and shall additionally provide all of the following information as part of such Qualification Statement regardless of whether the information is called for by Form 330 or not:

- a) A listing of the position / title and corporate responsibilities of key management or supervisory personnel. Include résumés for each person listed, and list years of experience in present position for each party listed and years of experience on projects similar to the Project;
- b) A listing of the engineer point of contact and any other personnel (or subcontractors) proposed for the Project. Include résumés for each person listed, and list years of experience in present position for each party listed and years of experience on projects similar to the Project;
- c) Information relating to the Applicant’s past experience and performance for projects similar to the Project. **Please specifically describe any prior or current experience with community development districts established under Chapter 190, Florida Statutes.**
- d) At least three (3) references from projects of similar scope to the Project. Include information relating to the work conducted for each reference as well as a name, address and phone number of a contact person. The Applicant acknowledges and agrees by submitting a Qualification Statement that the District may contact such references;

- e) A brief narrative description of the Applicant's approach to providing the services as described herein;
- f) Information relating to whether the Applicant is a certified minority business enterprise;
- g) Information relating to the Applicant's willingness and ability to meet time and budget requirements;
- h) Information relating to the geographic location of the Applicant's headquarters and local offices;
- i) Information relating to the recent, current and projected workloads of the Applicant;
- j) Information relating to the volume of work previously awarded to the Applicant by the District;
- k) Information relating to the Applicant's financial capacity;
- l) A listing of the Applicant's current state, federal, and local licenses and the statuses of the same;
- m) A current certificate of insurance, or equivalent information, identifying the Applicant's current insurance limits and demonstrating the Applicant's errors and omissions and other insurance;
- n) Information relating to whether, over the past 10 years, Applicant has been terminated from any contract, and, if so, the reasons for such termination, and, if no such conditions exist, Applicant shall affirmatively disclose the same;
- o) Information relating to whether, over the past 10 years, Applicant has defaulted on any contract or is in arrears on any contract, or for failure to demonstrate proper licensure and business organization, and, if no such conditions exist, Applicant shall affirmatively disclose the same;
- p) Information relating to whether, over the past 10 years, Applicant has been involved in any litigation involving any contract or work and the status and/or results of such litigation, and, if no such conditions exist, Applicant shall affirmatively disclose the same;
- q) Information relating to whether, over the past 10 years, Applicant has been the subject of any governmental action of any kind (e.g., investigation, proceeding, penalty, licensure issue, etc.) and the status and/or results of such action, and, if no such conditions exist, Applicant shall affirmatively disclose the same; and
- r) Completion of any other forms contained within this Selection Manual.

Applicants shall not submit as part of any Qualification Statement a proposal for the compensation to be paid under the agreement.

SECTION 4. INSURANCE. As noted above, each Applicant should include as part of its Qualification Statement a current Certificate of Insurance, or equivalent information, identifying the Applicant's current insurance limits and demonstrating the Applicant's ability to provide errors and omissions and other insurance. As part of any contract negotiations and final contract with the Applicant, the District may require

that the Applicant provide such coverage in connection with the Project and identify the District, and the District's officers, supervisors, agents, staff, and representatives as additional insureds, and, in the event an Applicant is unable to provide such insurance, the District reserves the right to cease negotiations with that Applicant and enter into negotiations with the next highest qualified Applicant. The District further reserves the right to revise the insurance and indemnification requirements, among other contract provisions, in connection with any contract negotiations.

SECTION 5. FINANCIAL CAPACITY. In evaluating the Qualification Statements, the District may consider the financial capacity of each Applicant, and accordingly each Applicant should submit relevant information regarding financial capacity, as stated above. In the event the Applicant enters into contract negotiations with the District, the District may in its sole discretion require that the Applicant provide sufficient proof of financial capacity, including, if requested, audited financial statements from the last three years.

SECTION 6. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Selection Manual are to be directed in writing via e-mail only to Adriana Urbina, District Manager, at districtmgr@lakestcharles.org. The deadline for submitting such questions shall be **12:00 p.m. (EST) on Monday, June 10, 2024**. Additionally, the District reserves the right in its sole discretion to make changes to the Selection Manual up until the deadline for submitting the Qualification Statements. Interpretations or clarifications considered necessary in response to any questions, and any changes to the Selection Manual up until the time of Qualification Statement opening, will be issued by Addenda, to all parties recorded as having received the Selection Manual. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Applicants. No inquiries will be accepted from subcontractors; the Applicant shall be responsible for all queries. In submitting a Qualification Statement, each Applicant shall submit an acknowledgment of receipt of all Addenda and represents that it has read and understands the Selection Manual and that the Qualification Statement is made in accordance therewith.

SECTION 7. SUBMISSION OF QUALIFICATION STATEMENT. Each Applicant shall submit an original copy and one (1) electronic copy (PDF format on a USB flash drive) of the Qualification Statement forms, along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an envelope, marked with the project title and name and address of the Applicant and accompanied by the required documents. If the Qualification Statement is sent through the mail or other delivery system, the sealed envelope shall be enclosed in an envelope with a notation "QUALIFICATION STATEMENT FOR LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT ENCLOSED - ENGINEERING SERVICES" on the face of it.

SECTION 8. MODIFICATION AND WITHDRAWAL. Qualification Statements may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Qualification Statements are to be submitted at any time prior to the time and date the Qualification Statements are due; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications or supplementations, and as otherwise permitted by Florida law. No Qualification Statement may be withdrawn after opening for a period of one hundred twenty (120) days.

SECTION 9. PUBLIC PRESENTATIONS. In connection with evaluating Qualification Statements submitted to the District, the District's Board of Supervisors ("**Board**") may elect to require public presentations by no fewer than three (3) Applicants (unless fewer submit) regarding an Applicant's

Qualification Statement, approach to the Project, ability to furnish required services for the Project, and any relevant questions for the Applicant. The individual(s) who would be responsible for providing the engineering services and interacting with the District's representatives on a day-to-day basis shall be available at such presentations. The presentations are initially scheduled to occur at the District's Tuesday, **July 9, 2024, 7:00 p.m.** meeting, to be held at the Lake St. Charles Clubhouse, 6801 Colonial Lake Drive, Riverview, FL 33578, as well as at such other meeting or meetings as the District's Board may designate (contact the District Manager for time/location, and any adjustments to the date).

SECTION 10. EVALUATION OF QUALIFICATION STATEMENTS; NEGOTIATION PROCESS; CONTRACT AWARD. The Board shall review and rank the Applicants based on the information provided in the Qualification Statement, any interviews with references, any information from public presentations, and any other information generally within the knowledge of the Board or the District's staff, and using the requirements set forth in the CCNA and in this Selection Manual. Chapter 112, Florida Statutes, will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

The highest ranked Applicant will be requested to provide a proposal for compensation to be paid under the agreement and shall enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant. In connection with any public presentations, the Board may elect to make an initial ranking of Applicants, select only the top three (or all) Applicants to make public presentations, and then further adjust the rankings based on the presentations, or may adjust the process involving public presentations in its sole discretion. Within fourteen (14) days of the conclusion of any successful contract negotiations, the District and successful Applicant shall enter into an agreement in a form substantially similar to that set forth in the Selection Manual (subject to the terms of this Selection Manual).

SECTION 11. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all Qualification Statements and waive any informalities or irregularities in Qualification Statements where in the best interests of the District, and as determined by the District's Board in its sole discretion.

SECTION 12. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Selection Manual, the only mandatory requirements of this Selection Manual for Applicants are that each Applicant must (a) be authorized to do business in Florida, and (b) hold all required State and Federal licenses in good standing. All other requirements set forth in the Selection Manual shall be deemed "permissive," in that an Applicant's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Applicant's Qualification Statement, but instead in the Board's discretion may result in the disqualification of a Qualification Statement or alternatively may be taken into account in the evaluation and scoring of the Qualification Statement.

SECTION 13. PROTESTS. Any protest relating to the Selection Manual, including but not limited to protests relating to the Qualification Statement notice, the instructions, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Selection Manual, or any other issues or items relating to the Selection Manual, must be filed in accordance with applicable law.

SECTION 14. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

SECTION 15. PUBLIC RECORDS. The District is a governmental entity, and, accordingly, the Qualification Statements will become public record. That said, Florida law does recognize certain exceptions from the public records laws. In the event that the Applicant believes that any particular portion of the Qualification Statement is exempt from disclosure, the Applicant shall mark the exempt pages as "CONFIDENTIAL - EXEMPT FROM DISCLOSURE." In the event that the District receives a public records request relating to such records, the District will notify the Applicant. In the event that the District reasonably and in good faith believes that the Applicant's information is not confidential or exempt under Florida law, the District may provide the information in response to the request and will not be responsible for any liability, claims, damages or losses arising from such disclosure. In the event that a claim of any kind is filed challenging the confidentiality of the Applicant's information, the District may require the Applicant to indemnify, defend, and hold harmless the District and its staff and representatives from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the claim.

SECTION 16. E-VERIFY REQUIREMENT. In accordance with Section 448.095, *Florida Statutes*, if selected, Applicant shall, prior to entering into a contract with the District, utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Applicant throughout the term of the contract with the District; and (b) all persons, including subcontractors, retained or hired by the Applicant, regardless of compensation, to perform work on the services provided pursuant to the contract with the District or any work assignment thereunder.

SECTION 17. SUBMISSION OF ONLY ONE PROPOSAL. Applicants may be disqualified and their Qualification Statements rejected if the District has reason to believe that collusion may exist among Applicants, the Applicant has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 18. FAMILIARITY WITH THE LAW. By submitting a Qualification Statement, the Applicant is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Applicant will in no way relieve it from responsibility to perform the work covered by the Applicant in compliance with all such laws, ordinances and regulations.

SECTION 19. PUBLIC ENTITY CRIMES. Pursuant to Section 287.133(3)(a), *Florida Statutes*:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold

amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Applicant represents that in submitting a Qualification Statement, the Applicant has not been placed on the convicted vendor list within the last 36 months and, in the event that the Applicant is placed on the convicted vendor list, the Applicant shall immediately notify the District whereupon the Applicant may be disqualified.

SECTION 20. TABLE OF DEADLINES. For the convenience of the Applicants, the table provided below lists the relevant dates and times for the relevant aforementioned deadlines and events:

Event	Time
Availability of Selection Manual	9:00 a.m. (EST) on May 13, 2024
Deadline for Submission of Questions Regarding Selection Manual	12:00 p.m. (EST) on June 10, 2024
Deadline for Submission of Qualification Statement and Other Required Materials	11:00 a.m. (EST) on June 24, 2024
Deadline for Selection Manual Protests	Seventy-two (72) hours after the Submittal Deadline, with a more formal and detailed protest due seven (7) calendar days after the initial notice of protest was filed.
Qualification Presentation at Meeting of District's Board of Supervisors	7:00 p.m. (EST) on July 9, 2024

It is anticipated that the District's Board of Supervisors will make a final ranking regarding this Request for Qualifications at the District's July 9, 2024, Board of Supervisors meeting.

LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL
ENGINEERING SERVICES
Hillsborough County, Florida

Evaluation Criteria

- 1) Ability and Adequacy of Professional Personnel** (Weight: 20 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.
- 2) Engineer's Past Performance and Experience** (Weight: 25 Points)

Experience on projects similar to the Project, and past performance regarding such projects; character, integrity, and reputation of respondent; etc.
- 3) Project Approach** (Weight: 15 Points)

Consider the firm's initial strategy for addressing the Project.
- 4) Geographic Location** (Weight: 5 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.
- 5) Ability to Meet Time and Budget Requirements** (Weight: 10 Points)

Consider the consultant's ability to meet time and budget requirements including staffing levels and past performance on previous projects; etc.
- 6) Certified Minority Business Enterprise** (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.
- 7) Recent, Current and Projected Workloads** (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.
- 8) Volume of Work Previously Awarded to Engineer by District** (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

9) Financial Capacity

(Weight: 10 Points)

Consider the firm's financial capacity and insurance levels.

APPLICANT'S TOTAL SCORE

(100 Points Possible)

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LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL ENGINEERING SERVICES
Hillsborough County, Florida

Architect-Engineer Qualifications, Standard Form 330
(OMB No. 9000-0157)

DRAFT

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
PRIME	JV	PARTNER	SUBCONTRACTOR			
a.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(City and State)*

16. EDUCATION <i>(Degree and Specialization)</i>	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>
--	---

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

a. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

b. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

c. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

d. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

e. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
------------------	--------------------------	--------------------------------------

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F <i>(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)</i>									
		1	2	3	4	5	6	7	8	9	10

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1		6	
2		7	
3		8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (or Branch Office) NAME		3. YEAR ESTABLISHED	4. UNIQUE ENTITY IDENTIFIER
		5. OWNERSHIP	
2b. STREET		a. TYPE	
2c. CITY	2d. STATE	2e. ZIP CODE	
6a. POINT OF CONTACT NAME AND TITLE		b. SMALL BUSINESS STATUS	
6b. TELEPHONE NUMBER		6c. EMAIL ADDRESS	
8a. FORMER FIRM NAME(S) (If any)		8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

8a. FORMER FIRM NAME(S) (If any)		8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
Other Employees						
Total						

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>	PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
	4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
	5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
c. NAME AND TITLE	

AFFIDAVIT OF ACKNOWLEDGMENTS

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Applicant”), and am authorized to make this Affidavit of Acknowledgments on behalf of Applicant.

2. I assisted with the preparation of, and have reviewed, the Applicant’s Qualification Statement (“Qualification Statement”) provided in response to the Lake St. Charles Community Development District Request for Qualifications for Professional Engineering Services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Applicant to constitute good cause for rejection of the Qualification Statement.

3. I do hereby certify that the Applicant has submitted only a single Qualification Statement and has not, either directly or indirectly, participated in collusion relating to the submission of the Qualification Statement.

4. The Applicant agrees through submission of the Qualification Statement to honor its Qualification Statement for one hundred and twenty (120) days from the opening of the Qualification Statements, and if awarded the contract on the basis of this Qualification Statement and further negotiations with the District, to enter into and execute the contract in a form substantially similar to that included in the Selection Manual.

5. The Applicant acknowledges the receipt of the complete Selection Manual as provided by the District and as described in the Selection Manual’s Table of Contents, and, to the extent that Addendums have been issued, the receipt of the following Addendum Nos.: _____.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after the Submittal Deadline, the Applicant acknowledges that (i) the Applicant has read, understood, and accepted the Selection Manual; (ii) the Applicant has had an opportunity to consult with legal counsel regarding the Selection Manual; (iii) the Applicant has agreed to the terms of the Selection Manual; and (iv) the Applicant has waived any right to challenge any matter relating to the Selection Manual, including but not limited to any protest relating to the Qualification Statement notice, instructions, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Selection Manual, or any other issues or items relating to the Selection Manual.

7. The Applicant authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the Lake St. Charles Community Development District, or its authorized

agents, deemed necessary to verify the statements made in the Qualification Statement, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Applicant.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit of Acknowledgments and that the foregoing is true and correct.

Dated this _____ day of _____, 2024.

Applicant: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

Acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 2024, by _____, _____ of _____, who is () personally known to me or () have produced _____ as identification.

Notary Public

Print Name: _____

My Commission Expires: _____

SWORN STATEMENT UNDER SECTION 287.133, *FLORIDA STATUTES*,
REGARDING PUBLIC ENTITY CRIMES

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

This sworn statement is submitted to Lake St. Charles Community Development District.

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Applicant”), and am authorized to make this Sworn Statement on behalf of Applicant.

2. Applicant’s business address is _____
_____.

3. Applicant’s Federal Employer Identification Number (FEIN) is _____.
(If the Applicant has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), *Florida Statutes*, means “a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.”

5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), *Florida Statutes*, means “a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.”

6. I understand that an "affiliate" as defined in Section 287.133(1)(a), *Florida Statutes*, means:

A predecessor or successor of a person convicted of a public entity crime; or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under

an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1)(e), *Florida Statutes*, means "any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term 'person' includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity."

8. Based on information and belief, the statement which I have marked below is true in relation to the Applicant submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

(Signatures on Following Page)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133, *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of _____, 2024.

Applicant: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

Acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 2024, by _____, _____ of _____, who is () personally known to me or () have produced _____ as identification.

Notary Public

Print Name: _____

My Commission Expires: _____

LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL ENGINEERING SERVICES
Hillsborough County, Florida

Form of Contract

DRAFT

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (the “**Agreement**”) is made and entered into effective the ____ day of _____, 2024, by and between:

Lake St. Charles Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Hillsborough County, Florida, with a mailing address of 6801 Colonial Lake Drive, Riverview, FL 33578 (the “**District**”); and

_____, a _____, with a mailing address of _____ (the “**Engineer**”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*; and

WHEREAS, the District is authorized to plan, acquire and/or maintain improvements, facilities, and services in conjunction with the development and maintenance of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited qualifications from qualified firms and individuals to provide professional engineering services to the District on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties hereto and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

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

ARTICLE 2. SCOPE OF SERVICES.

- A.** The Engineer will provide general engineering services, including:
- 1.** Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
 - 2.** Assisting in meeting with necessary parties involving bond issues, special reports, feasibility studies or other tasks.
 - 3.** Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects.
 - 4.** Any other items requested by the Board of Supervisors.
- B.** Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
- 1.** Periodic visits to the site, or full-time construction management of District projects, as directed by District.
 - 2.** Processing of contractor's pay estimates.
 - 3.** Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - 4.** Final inspection and requested certificates for construction including the final certificate of construction.
 - 5.** Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - 6.** Any other activity related to construction as authorized by the Board.
- C.** With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

ARTICLE 3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of services, compensation, project schedule, and special provisions or conditions specific to the service

or project bring authorized (“**Work Authorization**”). Authorization of services or projects under this Agreement shall be at the sole option of the District.

ARTICLE 4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. Lump Sum Amount** – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.
- B. Hourly Personnel Rates** – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Exhibit A**, attached hereto and incorporated by this reference. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

ARTICLE 5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the services for the incidental expenses as listed as follows:

- A.** Expenses of transportation and living when traveling in connection with a project and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.
- B.** Expense of reproduction, postage and handling of drawings and specifications.

ARTICLE 6. TERM OF AGREEMENT. It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties hereto until terminated in accordance with its terms.

ARTICLE 7. SPECIAL CONSULTANTS. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

ARTICLE 8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of

at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

ARTICLE 9. OWNERSHIP OF DOCUMENTS.

- A.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the “**Work Product**”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B.** The Engineer shall deliver all Work Product to the District upon completion thereof, unless it is necessary for the Engineer in the District’s sole discretion to retain possession for a longer period of time. Upon early termination of the Engineer’s services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project.
- C.** The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise, the preparation of such copyrightable or patentable materials or designs.

ARTICLE 10. ACCOUNTING RECORDS. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

ARTICLE 11. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. Such documents are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District’s sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

ARTICLE 12. ESTIMATE OF COST. Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent Engineer's best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by Engineer. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

ARTICLE 13. INSURANCE.

- A.** Subject to the provisions of this Article, the Engineer shall, at a minimum, maintain throughout the term of this Agreement the following insurance:
- 1.** Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - 2.** Commercial General Liability Insurance, including, but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence, and not less than Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate covering all work performed under this Agreement.
 - 3.** Automobile Liability Insurance, including without limitation bodily injury and property damage, including all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) combined single limit covering all work performed under this Agreement.
 - 4.** Professional Liability Insurance for Errors and Omissions, with limits of not less than One Million Dollars and No Cents (\$1,000,000.00).
- B.** All insurance policies secured by Engineer pursuant to the terms of this Agreement shall be written on an "occurrence" basis to the extent permitted by law.
- C.** The District and the District's officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

- D.** If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

ARTICLE 14. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 15. AUDIT. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement for a period of four (4) years or longer as required by law. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later.

ARTICLE 16. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

ARTICLE 17. COMPLIANCE WITH PROFESSIONAL STANDARDS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence, and professional competency for such work and/or services. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

ARTICLE 18. INDEMNIFICATION. The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District and the District's officers, supervisors, agents, staff, and

representatives (together, the “**Indemnitees**”), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including without limitation the Engineer’s contractors, subcontractors, and sub-subcontractors. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars and No Cents (\$2,000,000.00) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District’s sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the 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. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

ARTICLE 19. EMPLOYMENT VERIFICATION. EMPLOYMENT VERIFICATION. The Engineer and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Engineer agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the District has a good faith belief that Engineer knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate the Agreement. If the District has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Engineer and order Engineer to immediately terminate the contract with the subcontractor. Engineer shall be liable for any additional costs incurred by the District as a result of the termination of the Agreement based on Engineer’s failure to comply with the E-Verify requirements referenced herein.

ARTICLE 20. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any Federal or State unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District, unless set forth differently herein or authorized by vote of the Board.

ARTICLE 21. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. The sole and exclusive venue for all proceedings with respect to this Agreement shall be Hillsborough County, Florida.

ARTICLE 22. NOTICE. All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to Engineer: [TO BE INSERTED]

If to District: Lake St. Charles Community Development District
6801 Colonial Lake Drive
Riverview, FL 33578
Attn: Adriana Urbina, District Manager

With a Copy to: Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
6853 Energy Court
Lakewood Ranch, Florida 34240
Attn: Maggie D. Mooney, District Counsel

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 the Engineer may deliver Notice on behalf of the District and the Engineer. 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) day’s written notice to the parties and addressees set forth herein.

ARTICLE 23. PUBLIC RECORDS. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is Adriana Urbina (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Engineer’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant

to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, ADRIANA URBINA, DISTRICT MANAGER, 6801 COLONIAL LAKE DRIVE, RIVERVIEW, FL 33578, TEL. (813) 741-9768, DISTRICTMGR@LAKESTCHARLES.ORG.

ARTICLE 24. E-VERIFY REQUIREMENT. Engineer and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Engineer agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the District has a good faith belief that Engineer has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement or any Work Assignment thereunder, the District shall terminate the Agreement. If the District has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Engineer and order Engineer to immediately terminate the contract with the subcontractor. Engineer shall be liable for any additional costs incurred by the District as a result of the termination of the Agreement based on Engineer's failure to comply with the E-Verify requirements referenced herein.

ARTICLE 25. NO THIRD-PARTY BENEFITS. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

ARTICLE 26. 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.

ARTICLE 27. ASSIGNMENT. Except as provided otherwise in this Agreement, neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate and consistent with this Agreement.

ARTICLE 28. CONSTRUCTION DEFECTS. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

ARTICLE 29 AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Engineer.

ARTICLE 30. ARM'S LENGTH TRANSACTION. This Agreement reflects the negotiated agreement of the District and the Engineer, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

ARTICLE 31. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND PURSUANT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, THE REQUIREMENTS OF WHICH ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 32. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the Agreement, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

ARTICLE 33. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

ARTICLE 34. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Engineer is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees and costs at all judicial levels.

ARTICLE 35. ACCEPTANCE. Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Engineer in the spaces provided below.

ARTICLE 36. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall

constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Attest:

**LAKE ST. CHARLES COMMUNITY
DEVELOPMENT DISTRICT**

Assistant Secretary/Secretary

Chairperson,
Board of Supervisors

[ENGINEER]

Witness

By: -----
Its: -----

EXHIBIT A: Schedule of Rates

Exhibit A
Schedule of Rates

DRAFT

FIRST AMENDMENT TO AGREEMENT

This FIRST AMENDMENT TO AGREEMENT (“Amendment”) is dated as of the latest date indicated below, and is by and between the Lake St. Charles Community Development District (“Client”) and Mark Cooper (“Consultant”). (Client and Consultant being collectively referred to herein as the “Parties”).

WHEREAS, on or about December 6, 2022, the Parties entered into a Consulting Agreement (the “Agreement”) under which the Consultant would provide the Client with grant management services regarding the Client’s State of Florida Department of Environmental Protection grant award of \$586,550 under Agreement No. INV15 (the “Grant”); and

WHEREAS, the term of the Agreement between the Client and the Consultant expired on December 31, 2023; and

WHEREAS, pursuant to Amendment No. 5 to Agreement No. INV15, the term of the Grant remains in effect until July 1, 2024; and

WHEREAS, the Client and the Consultant now wish to amend the Agreement to allow for the Consultant to complete the grant management services for the Client through the remaining term of the Grant.

NOW THEREFORE, the Parties hereby agree as follows:

1. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Amendment.
2. The Consultant shall timely complete all remaining tasks set forth in Section 1 of the Agreement and the Grant, as amended, by the deadline set forth in the Grant, as amended. This includes, but is not limited to, submittal of the Final Report to the Florida Department of Environmental Protection, which is due on July 1, 2024.
3. TERM OF AGREEMENT. The term of the Agreement set forth in Section 3 of the Agreement shall be extended through and including July 1, 2024, unless otherwise terminated as provided for under the terms of the Agreement.
4. The total consulting fee set forth in Section 7 of the Agreement shall remain \$37,962. Upon the Consultant’s completion of all required tasks as provided for under the Agreement and the Grant, the Consultant shall submit a final invoice to the Client for the remaining amount of Compensation (if any), which shall be paid by to the Consultant by the Client in accordance with the terms of the Agreement.

5. Consultant understands and agrees that all documents of any kind provided to the Client in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the Client to perform the Services; 2) upon request by the Public Records Custodian, provide the Client with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Consultant does not transfer the records to the Public Records Custodian of the Client; and 4) upon completion of the Agreement, transfer to the Client, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Client in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CLIENT'S CUSTODIAN OF PUBLIC RECORDS, ADRIANA URBINA, DISTRICT MANAGER, 6801 COLONIAL LAKE DRIVE, RIVERVIEW, FL 33578, TEL. (813) 741-9768, DISTRICTMGR@LAKESTCHARLES.ORG.

6. To the extent there is any conflict between the terms and conditions of this Amendment and the Agreement, the terms and conditions specified in this Amendment shall control.
7. All other terms and conditions of the Agreement, except those that may have been modified by this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Agreement to be executed as of the date indicated.

CLIENT:

LAKE ST. CHARLES
COMMUNITY DEVELOPMENT DISTRICT

By: _____

Its: _____

Date: _____

CONSULTANT:

MARK COOPER

By: _____

Date: _____

Treasurer Gianakos Legal Inquiries

I formally request 20 minutes on the Agenda for LSC CDD BOS Meeting on May 7, 2024, for our legal counsel to answer questions regarding authority of Board members to direct staff, end contracts/initiate bids, administer disciplinary action outside of a board vote.

Q1) What is the authority of staff/supervisors outside of meetings or board vote?

Examples:

- a. Does one supervisor or staff member have the authority to direct a vendor to cease activity outside of a board vote? (specifically contradicting a board vote) ex. Instructing a vendor to stop working on a permit that the board was waiting for as per vote on 2/28/24.
- b. Does a supervisor or staff member have the authority to cancel a contract verbally contrary to or without a board vote?
- c. Does the Board need to vote to cancel a contract before entering into another contract for the same work? (what legal ramifications would that have?)
- d. Does one supervisor have the authority to impose disciplinary action without a board vote?
- e. When an Emergency Agenda is called and all the agenda items are covered, is it out of order to bring vote on a disciplinary issue (not previously on the agenda) after the agenda items were covered?
- f. Does staff or one supervisor have the authority to demand money from a contractor without a board vote?

Q2) Due to the fact that one individual holds three jobs in LSC (ie: CDD District Manager, LSC HOA Property Manager and LSC Villas HOA Property Manager), is the overlap of handling HOA issues during CDD hours problematic in light of the guidance for the CDD to comply with Florida Statute 190 and only those activities prescribed therein?

Currently, the CDD District Manager has no set hours and is on salary.

Would having clearly defined CDD hours for each role mitigate any perceived or real conflict of interest?

Q3) A 5 to 0 Vote was taken to pursue an RFP for Property Management & Staffing for LSC CDD. Chair Brownlee specifically clarified the intent of the motion and directed the DM to pursue it on 3/8/24. Ms. Urbina said the vote is going to be revisited, then she stated she "didn't have time to work on it."

Ms. Brown requested re-writing the motion at the 4/2/24 meeting and was directed to revisit it by continuing the meeting to 5/7/24. Ms. Brown is also the President of the Villas HOA.

Q4) Would it be within our fiduciary responsibility in serving 825 homeowner dwellings to gather comparison costs to look at all possible choices (particularly in light of resident concerns now that the employee reporting structure changed 3/05/24) that have arisen in the past few months)?

Actions have been taken in direct opposition to the board vote (2/28/24 vote on docks) and attempts to re-write motions (3/5/24 voted 5 to 0 to get competitive bids for Property Management & Staffing for comparison to determine the best options for the 825 homeowners and their CDD fees.

It seems suspicious that an attendee t at the 3/5/24 meeting stated he “did docks” and that company’s bid (without 3 bids total) was approved on 4/2/24 for \$24600 + \$2000 transportation costs (\$4600) more than the remainder of the original contract of \$22,000. That included permitting and transportation costs. The original contractor was told to hold off on permitting (3/6/24) and then his services were no longer needed on 3/19/24. The Board vote was specifically, “approved to stop the dock replacement until the valid license and the proper permit is received.”(approved 5 to 0) On 4/2/24, I showed the dbpr license of O & G Outdoor, LLC who had removed the old docks and would be installing the Accudocks under the contract with Above Water Installs, LLC. Accudocks recommended Above Water Installs, LLC working with O&G locally to do the work in Hillsborough County. The SWFWMD permit was sent to our Chairman in February for signing and assigning an agent and Mr. Franco (Above Water Installs, LLC) was pursuing the EPC permit at his expense until instructed to hold off on 3/6/24. This cost the community more money and time without the docks.

Ms. Mooney:

I believe there are material issues that were not handled properly regarding several projects within Lake St Charles CDD that warrant immediate attention.

Several statements were made at our 2/28/24 Emergency meeting that affected decisions that have been proven to be inaccurate or in need of clarification. Since that time, information that I attempted to share at the 4/02/24 BOS meeting were talked over without proper understanding and discussion.

Chair Brownlee:

I respectfully request that the contract voted on 4/2/24 be paused and an Emergency Meeting be scheduled to address the actions taken in this matter.

HOA/CDD distinction: I recall years ago you guided the CDD BOS on separation of CDD/HOA work. Did you provide any written legal opinion with regards to charging the HOA appropriately for staff time answering HOA issues?

1. SUB-COMMITTEES: Is there any FASD training/guidance on conduct/roles/responsibilities for chairmen of sub-committees? It appears that some training/clarification would be helpful. I believe there are some differences of opinion on decision-making authority outside of BOS monthly meetings.

DISSENT LETTER TO LAKE ST CHARLES CDD BOARD OF SUPERVISORS

Actions taken against and outside of Board Vote (Contracts/Playground/Docks)

I hereby enter into the Public Record my dissent regarding actions taken recently at the April 2, 2024 Board of Supervisors Meeting. I proposed an option to have the original turf installation company remove/replace/repair to the satisfaction of a Certified Playground Inspector and the LSC CDD Board of Supervisors at NO EXPENSE to the community. And if after that, the Board was not satisfied, they could then pursue other bidders. Supervisor Turinsky made a motion to spend \$4775-5000 with a different company to remove and install turf on the playground.

The Playground was closed unilaterally by Supervisor Turinsky without a vote of the board based on his assertion that the playground was not safe. An Emergency Meeting was scheduled on 2/28/24 where the subject of permitting and safety issues was made. At that time, no proof or report from a Certified Playground Inspector or third party entity was shared to back up this claim.

One Supervisor does NOT have the authority outside of a board meeting to close amenities and cancel contracts.

Since that time, I discovered that the permitting and safety issues were conflated. The permit can be pursued as long as safety inspection issues are addressed. I was led to believe that the playground could NOT be open until the permit was received.

In checking, the Chief Code Enforcement Officer, he recommended checking with our insurance company with regards to the playground.

Our Insurance company EGIS/FIS will send a Certified Safety Inspector AT NO CHARGE to determine any safety issues that need to be addressed. This was ignored at the April 2nd Board of Supervisors meeting.

I later discovered that the original contractor was not asked to address the turf and was willing to take care of any safety issues under the 12 year warranty including labor. I brought this to the attention of the Board on April 2nd.

Although, I was outvoted, I officially register my concern as Secretary/Treasurer, that district funds are not being handled responsibly and have concerns about collaboration and collusion amongst staff and some supervisors outside of meetings.

LEGAL CONCERN:

I formally request that our Chair request our legal counsel to explain authority of Board members to direct staff, end contracts and initiate bids outside of a board vote.

Actions have been taken in direct opposition to the board vote (2/28/24 vote on docks) and attempts to re-write motions (3/5/24 voted 5 to 0 to get competitive bids for Property Management & Staffing for comparison to determine the best options for the 825 homeowners and their CDD fees.

It seems suspicious that a resident/attendee at the 3/5/24 meeting stated he “did docks” and that company’s bid (without 3 bids total) was approved on 4/2/24 for \$24600 + \$2000 transportation costs (\$4600) more than the remainder of the original contract of \$22,000. That included permitting and transportation costs. The original contractor was told to hold off on permitting (3/6/24) and then his services were no longer needed on 3/19/24. The Board vote was specifically, “approved to stop the dock replacement until the valid license and the proper permit is received.” (approved 5 to 0) On 4/2/24, I showed the dbpr license of O & G Outdoor, LLC who had removed the old docks and would be installing the Accudocks under the contract with Above Water Installs, LLC. Accudocks recommended Above Water Installs, LLC working with O&G locally to do the work in Hillsborough County. The SWFWMD permit was sent to our Chairman in February for signing and assigning an agent and Mr. Franco (Above Water Installs, LLC) was pursuing the EPC permit at his expense until instructed to hold off on 3/6/24. This cost the community more money and time without the docks.



Date: April 2, 2024
Time: 7:00 p.m.

Minutes of the Board of Supervisors
Lake St. Charles Community Development District
6801 Colonial Lake Drive
Riverview, FL 33578
813-741-9768

Supervisors:

Chairman, Marlon K. Brownlee
Vice Chair, Yvonne Brown
Treasurer/Secretary, Virginia Gianakos
Supervisor, Benjamin Turinsky
Supervisor, Robb Fannin

Staff:

Adriana Urbina, District Manager
Luis Martinez, Interim Property Manager

In attendance:

Maggie Mooney, Legal Counsel
Lake St. Charles Residents

Meeting was called to order at 7:00 p.m. by Chairman, Marlon K. Brownlee

Many residents present requested updates on the playground closure, the dock installation, updates to the dog park and grant updates.

Resident inquire about the status of the re-location of the dog park closer to I-75 wall as shown on the proposed master park plan. The Chair informed her that the master park plan was adopted as a guideline and the Board approves projects based on highest priority. Supervisor Turinsky stated the dog park has been sprayed for fleas and maintenance staff will be tasked once a month to clean the dog park area. He also informed the residents that if any issues are seen in the community, they can feel free to text him and he will immediately have staff address it.

Resident informed the Board that the community entry ways are in bad shape and could use some work. He recommended adding some flowers. Supervisor Turinsky informed the resident that LMP has begun servicing the community once a week and they will be providing an update proposal to spruce up the entry signs and directory. He also stated the Board needs 3 bids for the updating of all entrances.

Resident asked for a way to work on communication throughout the community, District Manager informed him that she is working on refreshing the access control system and the plan is to have new agreements signed while asking residents to provide their email address so the District can create an email blast list. Once this is created the Supervisor packet and minutes can be shared via email.

The present residents were updated on the demand letter sent to Hardeman Landscaping for reimbursement of concrete that was not installed as part of the trail project. The contractor responded with a statement that a refund is not due because sod and dirt were installed as an exchange to the District. The contractor also stated that they were not involved in providing services to the previous employee of the District. Legal Counsel stated if the desire of the Board is to pursue this claim will they be willing to approve the legal fees for a lesser recovery. Mrs. Mooney stated that the District will need majority Board approval to enter litigation. She also recommended the Board appoint a staff member as point of contact for this legal matter.

Resident asked if background checks for criminal records are performed on vendors. She was informed that this is not a common practice and if the District wishes to do a background check it would be in search of public entity crimes.

Resident asked about holding yoga classes for the community in the pool facility. A decision could not be made at this moment.

1. On **MOTION** by Supervisor Gianakos and second by Supervisor Fannin, the Board approved the, April 2, 2024 Consent Agenda consisting of the: March 5, 2024 General Meeting Minutes, the March Committee Meeting Minutes from the Strategic Planning Committee, Grounds and Security Committee, Treasurer's Review Committee, and Management Committee, the February 2024 Financial Reports and the Facility Monitor March 2024 Activity Report [was distributed separately from the Supervisor Packet]. Motion passed 4 to 1 Supervisor Gianakos opposed
2. On **MOTION** by Supervisor Gianakos and second by Supervisor Fannin, the Board approved to waive the District's Paid Time Off (PTO) Policy #3500.6 and pay the full 349 hours Mr. Cooper accrued. Supervisor Brown stated the Policy calls for a max pay out of 240 hours in based on the date of separation. Mrs. Mooney

recommended the Board pay for the accrued hours to prevent litigation. Motion passed 5 to 0

Treasurer Gianakos made a statement that the expenditures listed on the agenda were not reviewed by Treasurer Committee. She would like to request that the expenditures be remanded back to committee for review. She provided additional information such as the code enforcement officer stated the Hillsborough County was not requesting to shut down the playground, he recommended, the District should contact their insurance carrier for guidance. To date no one has reached out to the District's insurance carrier so she called and spoke to Andres Jimenez. Mr Jimenez stated he could send a certified playground inspector to inspect the playground at zero cost to the community. She again stated the expenses should not be reviewed at this meeting. She stated that Miller could resubmit the drawings based on comments made by the Natural resources department. A survey was not requested by the county. She also stated Mr. Rick Espinoza could come out and repair the turf since there is a 12 year warranty on this. Following this she spoke about the Above Water Contract and that \$22k has already been paid, she stated there is a license and insurance for this vendor. She stated that O&G has a Marine license they are on Sunbiz and can complete the dock work.

Legal Counsel stepped in and made a statement in regards to Robert's Rules of Order and how meetings work. The Chair controls the meeting and will call on individuals one by one to be heard. It's absolutely inappropriate, disrespectful and uncivil for anyone to interrupt others, that is not how Government works. This does not happen at the County or the Cities, so it shouldn't happen here. The Chair is fully within his right to control the orderly conduct of the meeting, to adjourn the meeting or to take a recess. The meeting could also be continued another day, but devolving into yelling or devolving into uncivil conduct is not appropriate in any form. She also stated she has work at many levels of Government and what she is seeing here is totally unorthodox, residents are getting a gift from the Board for allowing the dialogue. The Board is not legally bound to do this. If a free for all continues the Chair can call the Police to be present at the meetings. She doesn't recommend this and she hopes it doesn't go there. All Board members have the right to be heard and they should be treating each other with respect. The Board sets the tone and the standards for all present.

Maggie also stated the agenda needs to be followed in the order it is presented.

AI: Management Committee to review PTO policy and update as necessary.

Mr. Hank Schneider, Civil Engineer, provided the Board and present residents' information on obtaining engineer services for the District. His recommendation is to have the District issue an RFQ to hire a Firm, while following CCNA procedures. A Civil Engineer can be hired to negotiate contract and rates, they will also provide design drawings for projects and review bids for license criteria. He stated that if the District had an engineer firm on contract the District would not be in the situation it

is in now. He recommended a 5 year contract with an Engineer Firm that is reviewed annually, along with requesting an extension for the upcoming SWFWMD permit.

3. On **MOTION** by Supervisor Turinsky and second by Supervisor Fannin, the Board approved to have Legal Counsel assist in preparing a RFQ for District Engineering Services. Motion passed 5 to 0
4. On **MOTION** by Supervisor Turinsky and second by Supervisor Fannin, the Board approved the proposal received from Aurora Civil Engineering for the required playground site drawings in the amount of \$6,200 not exceed \$8,000. Legal Counsel stated that the hiring of an Engineer for single projects is not recommended as daily practice but this would be exempt from CCNA requirements. Motion passed 5 to 0
5. On **MOTION** by Supervisor Turinsky and second by Supervisor Fannin, the Board approved the proposal received from Robertson Survey to provide the required playground property survey in the amount of \$4,750 not to exceed \$6,500. The survey is required along with the engineer drawing as it is required for playground permitting. This will also check for drainage boxes. Motion passed 5 to 0
6. On **MOTION** by Supervisor Turinsky and second by Supervisor Fannin, the Board approved the proposal received from Outdoor Living Pro's for the replacement of the playground's artificial turf in the amount of \$4,775 not to exceed \$5,000. The previously installed turf is failing and other vendors will not offer to fix it as they did not install it. Supervisor Gianakos stated that Rick Espinoza was the original installer and he will come out to repair the turf that has a 12 year warranty. Supervisor Turinsky stated that this turf has been repaired twice and it keeps failing. This turf needs to be up to standard to pass inspection. Motion passed 4 to 1 Supervisor Gianakos opposed
7. On **MOTION** by Supervisor Turinsky and second by Supervisor Brown, the Board approved the proposal received from Don's Bay Area Painting in the amount of \$6,800 to paint the missed exercise equipment, playground fence and bleachers. Motion passed 4 to 1 Supervisor Gianakos opposed

AI: District Manager needs to send to Legal Counsel the DEP grant contract along with Mr. Cooper's grant manager contract for review.

8. On **MOTION** by Supervisor Turinsky and second by Supervisor Brown, the Board discussed amending Motion #2 from the March 5, 2024 meeting to accurately reflect the termination of Mark Cooper. Supervisor Turinsky was informed that this correction should have been called for before approving the Meeting Minutes dated March 5, 2024. Motion was rescinded

9. On **MOTION** by Supervisor Turinsky and second by Supervisor Fannin, the Board approved the proposal received from Florida Structural Group for the permitting and installation of the District's floating docks in the amount of \$24,600. Motion passed 5 to 0

Chairman Brownlee stepped out from meeting

10. On **MOTION** by Supervisor Turinsky and second by Supervisor Fannin, the Board approved to hire a third party insured transportation provider for the delivery of the floating docks from the manufacturer to the District, not to exceed \$2,000. Motion passed 4 to 0

11. On **MOTION** by Supervisor Brown and Second by Supervisor Gianakos, the Board approved to extend the General Meeting until 10:17PM. Motion passed 4 to 0

Chairman Brownlee returned to meeting

12. On **MOTION** by Supervisor Brown and second by Supervisor Fannin, the Board discussed amending Motion #3 from the March 5, 2024 meeting. An RFP for District Management Services is not necessary as only one open position within the District needs to be filled. Supervisor Brown was instructed to restate her motion as reconsideration instead of an amendment. Motion was rescinded

13. On **MOTION** by Supervisor Brown and second by Supervisor Gianakos, the Board approved to place the previous motion as a continuation to next Month's Meeting agenda. Motion passed 5 to 0

AI: Interim Property Manager to see the status of the zip line repair and review items needed to order for repair.

Meeting adjourned at 10:19PM

Respectfully submitted,

Marlon Brownlee, Chair

Yvonne Brown, Vice-Chair

Lake St. Charles Community Development District

POLICY HANDBOOK

POLICY TITLE: Amenities Usage Rules
POLICY NUMBER: 6000
05-07-2024

Exhibit A

1. Resident Access Card Agreement

Exhibit B

1. Clubhouse Agreement Form

Exhibit C

1. Memorial Plaza Order Form

Resident Access Card Agreement

Lake St. Charles Community Development District Rules and Policies for Amenity Usage

Resident Name: _____ Date Issued: _____

Home Owner: Y / N (If not a homeowner, the Home Owner Release Form must be on-file)

Phone: _____

Lease Expiration Date _____ Replacement Cards / Renters Access Card Fee is ~~\$25~~

Deleted: \$15

Address: _____

DOB (If Under 18): _____ Parking Sticker _____

Email: _____
Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity or provide us with an email address to use for correspondence with you.

Access cards can be issued to Lake St. Charles District residents and minors between ~~fourteen (14)~~ & eighteen (18) years of age. You are responsible for your issued access card. Lending your access card to any other person will result in immediate deactivation. Issued access cards have a photo of the cardholder for identification. If you misplace or lose your access key card, contact the Clubhouse Office at (671-8339) immediately to deactivate the key card. There is ~~\$25.00~~ fee for replacement access cards for lost and/or damaged access cards. Unauthorized use of access card may result in deactivation.

Deleted: twelve

Deleted: 12

Deleted: \$15.00

It is prohibited for access cardholders to give their Access Cards to Any Person for Any Reason. Use of access card is for entry to District Facilities by Lake St. Charles residents and there accompanied family & guests.

Parking Rules

- Per Board Motion M03-06-2012-05, parking stickers are required to park in all Lake St. Charles CDD parking areas including, Clubhouse parking lot and Colonial Lake Drive cul-de-sac at the park.
- Parking is only allowed on designated parking spaces, located at the clubhouse and Colonial Lake Drive cul-de-sac at the park.
- Guests of residents who park in the Lake St. Charles CDD parking areas are required to obtain a temporary parking permit from the clubhouse during posted office hours or from a pool monitor, if on duty.
- Violators will be towed, according to Lake St. Charles CDD towing policy.
- The District assumes no liability to vehicles and/or property parked or abandoned on District property.

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Pool Rules

- The pool and hot tub are open from 6:00 am until 10:00 pm.
- Showering is mandatory before use of the pool facilities.
- Use of towels is mandatory while using pool furniture.
- No glass or animals in the fenced pool area.
- No food or beverages allowed in the pool or on the wet deck
- Food and beverages must remain behind the painted line on the pool deck.
- No trespassing. Use of pool is limited to Lake St. Charles residents or authorized user with proper identification. Proof of residency is required.
- Pool users may be asked to provide access card for picture ID verification. If the picture ID does not match, the access card will be confiscated, and access will be disabled from the card.
- Management, Facility Monitor, and/or Pool Monitors reserve the right to refuse admittance, to eject from the pool premises, or suspend pool privileges of any person or family.
- Each household is permitted to have up to five (5) guests at the pool but must accompany their guest at all times.
- Resident minors ages ~~fourteen (14)~~ through eighteen (18) are permitted two (2) guests per household when using the pool.
- Children under the age of ~~14~~ must be accompanied by an adult at all times while using the pool facilities.
- Toddlers and babies not toilet trained must wear a swim diaper. Parents are responsible for ensuring that their children do not urinate or defecate in the pool. Any parent or person found to allow pool contamination will be charged \$100 for the pool fecal cleanup service call to treat the pool.
- Proper swimming attire must be worn while using the pool facilities.

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Resident Access Card Agreement

15. No alcohol or smoking is allowed in the pool facilities.
16. Alcohol consumption on any District grounds by resident and/or guest will result in an immediate 3- month deactivation of access card and a ~~\$35~~ reactivation fee.
17. Smoking in the pool area will result in immediate 7-day deactivation of access card and a ~~\$35~~ reactivation fee.
18. Do not swallow the water, or spit or spout into the pool.
19. Person's ill with diarrhea cannot enter the pool, spa, or wade pool per Florida Department of Health.
20. No running, rough housing, chicken fighting, boisterous or rough play, or excessive noise allowed.
21. Radios brought to the pool shall be kept at reasonable volumes in consideration of others using the pool facilities.
22. No bicycles, skateboards, or other wheeled items deemed inappropriate by the clubhouse staff are allowed on the pool deck.
23. No throwing any type of toys, balls, or water balloons in pool facility.
24. No flotation devices that interfere with the use or enjoyment of the facilities by others are allowed in the pool at the judgment of the staff
25. Persons having open blisters, cuts, or infectious disease are prohibited from using the pool.
26. Pool furniture shall not be removed from the pool deck area or placed into the swimming pool.
27. Belongings left in the pool facilities after dusk shall be placed in the clubhouse "Lost & Found" for a period of one week. If the items are not claimed, they will be discarded.
28. Use of the pool and spa when closed is considered trespassing
29. Be able to provide proof of residency to District staff when using the pool facilities.
30. Do not give anyone unknown to you access to the pool area.
31. Lifeguards will not be present at the pool facilities. All persons using the pool and other clubhouse facilities do so at their own risk.
32. All persons using the pool facilities shall obey the pool capacity requirements as defined by Hillsborough County Health Department.
33. No charcoal/gas grills allowed in or around the clubhouse or pool facility except for community sponsored events approved by the Board of Supervisors
34. Appropriate physical and verbal behavior must be maintained as this is a family friendly environment. Any inappropriate conduct as determined by management and/or staff may result in immediate expulsion from the facilities and the suspension of access privileges.
35. No hanging/holding onto lap lanes, Damages to lap lanes will incur a fee.

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Spa Rules

1. Shower before entering spa
2. Children under ~~14~~ must have adult supervision.
3. No food, drink, glass or animals in spa or pool.
4. Pregnant women, small children, people with health problems, and people using alcohol, narcotics, or other drugs that cause drowsiness should not use the spa without first consulting a physician.
5. Do not drink the spa or pool water.
6. Person's ill with diarrhea cannot enter the pool, spa, or wade pool per Florida Department of Health.

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Kid Pool Rules

1. Children must be supervised by an adult at all times.
2. ~~The kids' pool~~ is for use by children under the age of 10 accompanied by an adult.
3. Toddlers and babies not toilet trained must wear a swim diaper. Supervising adults are responsible for ensuring that their children do not urinate or defecate in the pool. Failure to prevent contamination will result in a \$100 fee for the pool fecal cleanup service call to treat the pool.
4. Person's ill with diarrhea cannot enter the pool, spa, or wade pool per Florida Department of Health.

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Clubhouse Rentals

1. Only District Residents can rent the Clubhouse unless approved by the Board of Supervisors.
2. Alcohol on premise during a clubhouse rental is strictly prohibited and will result in forfeiture of the entire ~~\$350~~
3. Clubhouse reservations are taken on a first come first serve basis. Payment of ~~\$85~~ for half day rentals or ~~\$115~~ for full day rentals and a ~~\$350~~ deposit must be collected before scheduling of clubhouse rental.
4. Rental fee and deposit are to be made by certified funds, such as cash, credit/debit cards, cashier's check or money order. The District does not accept personal checks.
5. Non-payment of any fines assessed due to clubhouse rental rule non-compliance will result in the deactivation of the resident's personal access card. A ~~\$35~~ reactivation fee will apply.
6. Resident renting clubhouse will need to be present for the entire rented timeframe and supervise all guests and minors at all times.
7. The use of the pool facilities/furniture is NOT included in the rental of the clubhouse.
8. Clubhouse furniture shall not be removed from clubhouse at any time.

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Resident Access Card Agreement

9. No Fog/Smoke machines allowed in or around clubhouse or pool facility.
10. No charcoal/gas grills allowed in or around the clubhouse or pool facility except for community sponsored events approved by the Board of Supervisors.
11. Your reserved rental time includes both set up and cleans up times.
12. Renters may arrive anytime after specified starting time and must leave by end of reserve time. Note your access card will not work outside of the rental time.
13. The facility shall be left in the same condition it was found prior to the event. See clubhouse rental check out form for non-compliance fees.
14. No animals allowed in Clubhouse except for service animals.
15. Renter must supply all kitchen and cleaning supplies.
16. No glitter or confetti is allowed in the clubhouse facility. If tape is used, it must be removed completely from all surfaces. No nails or holes in the walls permitted.
17. If helium balloons are used they must be weighted down.
18. Renter shall agree to give notice of cancellation at least 15 days in advance or resident's rental check for ~~/\$85.00/\$115.00~~ will be forfeited.
19. Clubhouse rentals are for private parties. We ask the renter to not allow non-invitees access through the clubhouse into the pool deck area. All non-invitees should access the pool deck through the pool gates on either side of the clubhouse.
20. No wet bathing suits are permitted inside the clubhouse.
21. If the in-house smoke alarm is set off during a rental, any and all charges will be the responsibility of the resident renting the clubhouse.
22. If the security alarm is set off during a rental, there will be an automatic ~~/\$75~~ deduction from the renters' deposit.
23. Failure to uphold any portion of the Clubhouse Agreement Form may result in forfeiture of ~~/\$350~~ deposit plus any cost incurred in excess of the deposit amount.
24. Lake St. Charles CDD has a NO SOLICITATION policy. Any clubhouse rental for the purpose of selling merchandise EXCLUDES solicitation of residents using District facilities.
25. General Liability insurance will need to be provided for third party vendors. Ex: bounce houses

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Dog Park Rules

1. Use of Dog Parks is at your own risk and your dogs; liability waivers apply.
2. Dog Parks is limited to resident and resident guest pets only.
3. Dog waste cleanup stations are provided for your convenience. Please pick up after your pets.
All applicable conditions of the Hillsborough County Animal Ordinance 00-26 as amended by Ordinance 03-8 apply.

District Dock and Boat Launch Rules

1. Use of lake, docks, nature path and park is limited to Lake St. Charles residents or authorized users.
2. Unauthorized users will be considered trespassers and may be prosecuted for such offense.
3. Use of the park, lake, docks and nature path is at your own risk.
4. No alcoholic beverages permitted on any CDD property.
5. No weapons of any kind on CDD property, except as permitted by law.
6. No unauthorized motorized vehicles ~~are~~ allowed in the park or on the trail.
7. Only electric "trolling" motorboats or devices allowed on the lakes and ponds. Gasoline-powered boats or devices are prohibited on all lakes and ponds
8. There shall be no use of the lake area and lake, except natural recreational uses which do not injure or scar the lake area or lake, increase the cost of maintenance thereof, or cause unreasonable embarrassment, disturbance or annoyance to owners in their enjoyment of their private areas, or in their enjoyment of the lake area.
9. No swimming or wading in the lake or ponds
10. No diving or jumping off of the dock
11. Pets must be on a leash at all times except in Dog Park.
12. All pet waste must be removed by owner.
13. No fires are permitted.
14. Maximum of (5) five guests per household in District common areas.

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Park and Nature Path Rules

1. Use of the park, lake, docks and nature path is limited to Lake St. Charles residents or authorized users. Unauthorized users will be considered trespassers and may be prosecuted for such offense.
2. Use of the park, lake, docks and nature path is at your own risk.
3. Maximum of (5) five guests per household in district common areas.
4. Pets must be on a leash at all times except in Dog Park.
5. All pet waste must be picked up and properly disposed of by owner.
6. No alcoholic beverages permitted.
7. No unauthorized motorized vehicles ~~are~~ allowed in the park or on the trail.
8. No fires are permitted.
9. No weapons of any kind as permitted by law.

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Resident Access Card Agreement

- 10. Plant or animal removal, destruction or harassment is prohibited.
- 11. Overnight camping and large inflatable devices are prohibited, unless approved by the LSC CDD Board of Supervisors.
- 12. No dumping of yard waste and / or trash on any District property.

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Tennis Court Rules

- 1. Tennis Courts are open from 7:00AM to 9:30 PM.
- 2. Per Article VI, Section 30 of the Lake St. Charles HOA Master Declarations, "Lighting of the tennis courts is prohibited after 9:30 PM on any evening until the following sunrise."
- 3. Each household is permitted to have up to five (5) guests at the tennis courts but must accompany their guest at all times.
- 4. Resident minors ages fourteen (14) through eighteen (18), are permitted two (2) guests per household when using the tennis court.
- 5. No rollerblades, skateboards, scooters or bicycles on tennis courts. Courts are to be used for tennis and pickle ball only.

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Basketball Court Rules

- 1. Each household is permitted to have up to five (5) guests at the tennis courts but must accompany their guest at all times.
- 2. No rollerblades, skateboards, scooters or bicycles on basketball courts. Courts are to be used for basketball only.

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General District Rules and Policies Lake St. Charles Amenity Usage

- 1. These rules are intended to ensure the continued operation and maintenance of the District's facilities and protect the health, safety and welfare of the District's residents, guests and authorized users of District facilities. Residents issued an access card must comply with all District rules.
- 2. "Resident" shall be defined as a homeowner, lessee, tenant or roommate who resides in a home within the District.
- 3. "Household" shall be defined as all residents and authorized occupants (including but not limited to family members, children, and roommates) residing within a home within the District.
- 4. "Guest" shall be defined as person's visiting a resident. Who must be accompanied by the resident at all times when using District facilities or having a valid District guest pass.
- 5. Applicants for Access Cards must provide proof that they are a resident within Lake St. Charles. The access card issued will have a photo id of the cardholder for identification.
- 6. Each application will be checked against the District's roster for residency.
- 7. Residents and their minor children over the age of fourteen (14) are eligible to receive an access card.
- 8. Resident minors ages fourteen (14) through eighteen (18), must have their own access cards if using facilities without being accompanied by a resident adult.
- 9. Resident minors ages fourteen (14) through eighteen (18), must be accompanied by an adult resident in order to be issued an access key card.
- 10. If a resident is a lessee or tenant, the homeowner must sign the Lake St. Charles Community Development District Landlord/Tenant Agreement before access cards can be issued and upon renewal.
- 11. Lessee or tenant will need to provide \$25 per access card issued. During registration and for every renewal thereafter.
- 12. Copy of signed lease is required for new access card issuance and for renewals.
- 13. Access cards will only be issued to lessee or tenants named on the lease.
- 14. Lessee's or tenant's access card will be deactivated at the end of the rental lease agreement.
- 15. Roommates of residents will be issued access cards if accompanied by the resident.
- 16. Residents may have a maximum of two (2) cards issued to roommates at any one time.
- 17. Replacement Cards for lost and/or damaged cards will cost \$25.00 each
- 18. Residents are requested to visibly wear the District's access cards when using park, nature path and docks, and to have access cards readily available in the pool deck area, tennis courts and basketball courts or other community facilities. Residents using facilities without visible access cards may be asked for alternate verification of residency by District staff, pool area staff in uniform, private security officer and/or local law enforcement officer.
- 19. Non-residents using District facilities who are not guests will be considered trespassers.
- 20. Each household is permitted to have up to five (5) guests at the tennis court and pool.
- 21. Each household is permitted to have up to five (5) guests in the District's common areas.
- 22. Resident minors ages fourteen (14) through eighteen (18), are permitted two (2) guests per household when using the tennis court and pool and five (5) guests when using the District's common areas.
- 23. Guests who have not been issued an active guest pass must be accompanied by a resident at all times when using District facilities.
- 24. Guests can be issued their own access card if they qualify for a guest pass. A \$25.00 deposit for each guest pass card will be required. The deposit will be forfeited for all guest cards not returned within 10 days of the guest's expiration date.
- 25. Security camera recordings of vandalism, property destruction or rule-breaking will automatically result in disabling card access to the District's facilities including the pool and may result in criminal prosecution.

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Resident Access Card Agreement

- 25. Trespassers will be issued a trespass warning for the first offense and prosecuted as allowable under the law for subsequent offenses.
- 26. No illegal activity may be conducted within any District properties or facilities. Violators will be prosecuted.
- 27. All deactivated cards are the property of the LSC CDD.
- 28. No dumping of yard waste and / or trash on any District property.
- 29. Lending your access card to any other person will result in immediate deactivation. A ~~\$35~~ reactivation fee will apply.
- 30. Access card fees, rental fees and deposits are to be made by certified funds, such as cash, credit/debit cards, cashier's check or money order. The District does not accept personal checks.
- 31. Failure to follow the District rules may result in the revocation of District facility privileges and the deactivation of the resident's and household's access cards.
- 32. Offense schedule is as followed:
 - 1st Offense:** Written notice to offending resident's household with a 7 day suspension on offending resident's access card and a ~~\$50~~ reactivation fee.
 - 2nd Offense:** Written notice to offending resident's household with 14 days suspension on offending resident's access card and ~~\$75~~ reactivation fee.
 - 3rd Offense:** Written notice to offending resident's household with suspension until Board of Supervisors reinstatement (on all household access cards) and ~~\$100~~ reactivation fee per card. With an amount not to exceed ~~\$200~~
- 33. All written notices for rule non-compliance will be permanently on file.

Failure to follow the above guidelines may result in the revocation of your facility privileges and deactivation of residents' and households' access cards.

Security camera recordings of vandalism, property destruction or rule-breaking will automatically result in disabling card access to the District's facilities including the pool and may result in criminal prosecution.

The District may at any time, restrict or suspend guest card holder's privileges to use any or all of the amenity facilities when such action is necessary to protect the health, safety and welfare of other residents and their guests or to protect the District's facilities from damage.

The Lake St. Charles Community Development District and Lake St. Charles Board of Supervisors reserves the right to add and/or modify this policy when necessary. Lake St. Charles Community Development District shall not be liable to any resident if access to the District's facilities is limited, restricted, suspended or denied.

ACCEPTANCE

I, _____ acknowledge receipt of the Access Key Card identified above and I further acknowledge the waiver as set forth below and agree to its terms. I have also read and agree to abide by the above-mentioned terms, policies, and rules. I also understand that I am financially responsible for any damages caused by me or my household and those damages resulting from the loss or theft of my Access Key Card. I understand that my key card may be deactivated at any time if I fail to follow these rules and regulations.

Resident Signature (parent or guardian signature if under 18) _____ Date _____

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Lake St. Charles Community Development District Acknowledgement and Waiver:
By signing below, I acknowledge that I have read the Lake St. Charles Development District Amenity Usage

Rules and Policies for Amenity Usage and agree to the terms, fees, and conditions therein. I understand that the Lake St. Charles Community Development District, and its agents, supervisors, officers, directors, employees, and staff assume no responsibility for injuries or illness that I and/or my guests may sustain as a result of my physical condition or resulting from my participation in any activities: sports, use of the pool, use of the playground or use of any District amenity. I and/or my guests expressly acknowledge on behalf of myself and my heirs that I and/or my guests assume the risk for any and all injuries and illness that may result from my participation in these activities. I and/or my guests hereby release and discharge Lake St. Charles Community Development District, its agents, supervisors, officers, directors, employees, and staff from any claims for injury, illness, death, loss or damage that I may suffer as a result of my participation in these activities. I and/or my guests understand that Lake St. Charles Community Development District is not responsible for personal property lost or stolen from the amenity facilities.

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Resident Signature

Date

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Lake St. Charles Representative

Date

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Lake St. Charles Clubhouse Rental Agreement

6801 Colonial Lake Drive

Riverview, FL 33569

Office phone: 813-671-8339

(128-person capacity without chairs and tables)

(60-person capacity with 36 chairs, 8 tables and 1 banquet table)

Lake St. Charles supports a **NO ALCOHOL** Policy

The Clubhouse can be rented by LSC Residents ONLY. Proof of residency is required at the time of rental.

Today's Date: _____ Date Reserved: _____

Type of Party: _____ Number of Guests: _____

- **Day Rental** 8:00 a.m. to 3:00 p.m. **\$85.00**
- **Evening Rental** 4:00 p.m. to 10:00 p.m. **\$85.00**
- **All-Day Rental** 8:00 a.m. to 10:00 p.m. **\$115.00**

Residents Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public record request, do not send electronic mail to this entity or provide us with an email address to use for correspondence with you.

\$350 Deposit: Date Received: _____ Check #: _____

Rental Fee: Amount: \$ _____ Date Received: _____ Check #: _____

Please read and initial each line.

- Only District residents can rent the clubhouse unless approved by the Board of Supervisors.
- Clubhouse reservations are taken on a first come first served basis. Payment of **\$85** for half day rentals or **\$115** for full day rentals and a **\$350** deposit must be collected before scheduling of clubhouse rentals.
- Rental fee and deposit are to be made by certified funds, such as cash, credit/debit card, cashier's check, or money order. The District does not accept personal checks.
- Non-payment of these fines assessed due to clubhouse rental rule non-compliance will result in the deactivation of the resident's personal access card. A **\$35** reactivation fee will apply.
- Resident renting clubhouse will need to be present for the entire rented timeframe and supervise all guests and minors at all times.

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- The use of the pool facilities/furniture is NOT included in the rental of the clubhouse.
- Clubhouse furniture shall not be removed from the clubhouse at any time. _____
- No Fog/Smoke machines allowed in or around clubhouse or pool facility. _____
- No charcoal/gas grills allowed in or around the clubhouse or pool facility except for community sponsored events approved by the Board of Supervisors. _____
- Your reserved rental time includes both set up and cleans up times: _____
- Renters may arrive any time after the specified starting time and must leave by the end of reserve time. Note your access card will not work outside of the rental time. _____
- The facility shall be left in the same condition it was found prior to the event. See clubhouse rental check out form for non-compliance fees. _____
- No animals allowed in the Clubhouse except for service animals. _____
- Renter must supply all kitchen supply all kitchen and cleaning supplies. _____
- No glitter or confetti is allowed in the clubhouse facility. If tape is used, it must be removed completely from all surfaces. No nails or holes in the walls are permitted. _____
- If helium ballons are used, they must be weighed down. _____
- Renter shall agree to give notice of cancellation at least 15 days in advance or resident's rental check of ~~\$85.00/115.00~~ will be forfeited. _____
- Clubhouse rentals are for private parties. We ask the renter to not allow non-invitees access through the clubhouse into the pool deck. All non-invitees should access the pool deck through the pool gates on either side of the clubhouse. _____
- No wet bathing suits are permitted inside the clubhouse. _____
- If the in-house smoke alarm is set off during a rental, any and all charges will be the responsibility of the resident renting the clubhouse. _____
- If the security system is set off during a rental, any and all charges will be the responsibility of the resident renting the clubhouse. _____
- Failure to uphold any portion of the Clubhouse Agreement Form may result in forfeiture of ~~\$350~~ deposit plus any cost incurred in excess of the deposit amount. _____
- General Liability Insurance will need to be provided for third party vendors. Ex. Bounce houses. _____
- I acknowledge and agree to assume the risk of using the facilities in their present condition and further agree to release, indemnify, and hold harmless the Lake St. Community Development District from any and all damages or claims that arise directly and indirectly from my negligence in use of these facilities. _____
- **I understand that I am responsible for any damage or change in the condition of the facility, including restrooms, caused by my guests or event. I also agree to be responsible for the CONDUCT of my guest.** _____

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I HAVE FULLY READ AND UNDERSTOOD ALL OF THE ABOVE RULES AND REGULATIONS CONCERNING MY CLUBHOUSE RENTAL AT LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT. _____

Resident Signature

Lake St. Charles CDD Representative



Lake St. Charles CDD - Memorial Plaza Order Form

6801 Colonial Lake Drive Riverview, FL 33578
Clubhouse Manager: Adriana Urbina (813) 671-8339
Property Manager: Luis Martinez (813) 990-7555
www.lakestcharles.org

Please complete the order form below and submit with the appropriate payment amount. Each order will be engraved on a schedule that is convenient for the engraver but usually within 30 days.

Select One:

4" x 8" Brick Engraving: \$35 each

Three (3) lines of text may be on each 4" x 8" brick with up to fifteen (15) letters and spaces per line.

8" x 8" Brick Engraving: \$55 each

Five (5) lines of text may be on each 8" x 8" brick with up to fifteen (15) letters and spaces per line.

Pickup/Delivery Options:

Personal Delivery/Pickup:

You are responsible for picking up and delivering the brick(s) to Ian's LC Engraving.

Company Delivery/Pickup: \$50

Ian's LC Engraving will come pick up and deliver the brick(s).

Brick Location: # _____ (See attached site map)

Type Style – Circle Selection: Britannic Bold, Helvetica (Bold), Elephant, Chicago, Cooper Black, and Copperplate Gothic Bold (See samples)

Clip Art: # _____

Date: _____

Purchased by: _____ Amount Paid: \$ _____

Contact Person: _____

Contact Telephone: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Lake St. Charles Community Development District reserves the right to approve/disapprove of any text that may appear on bricks.

In the boxes provided below, Please Print Clearly exactly how you want the text to appear. All spaces are not required to be used. Leave at least one space between each word.
There are no periods, Symbols count as 1 letter (*See attached options.*)

Strategic Planning Committee Meeting Minutes

Date: *Tuesday, April 16, 2024 @9:00am.*

Committee Chairperson: *Supervisor, Marlon K Brownlee*

Operations Manager: *Interim Property Manager, Luis Martinez*

In Attendance: District Manager -Adriana Urbina, District Administrative Assistant -Dyara Sanchez, Resident- John D. Tomlinson

The meeting commenced at 9:00 am

Discussions and questions from Supervisor Marlon Brownlee focused primarily on updates being made to the community. The first topic addressed was security fencing. Security fencing will be discussed at the June CDD meeting.

Supervisor Brownlee discussed more alternatives to our current app and push notification capability.

The committee discussed the updating of the Net2 access card system. The objective is to clear out any former residents or renters in our system. Residents will be notified 30 days in advance before the access card system is shut down and updated.

Supervisor Brownlee and the District Manager then discussed sending out notifications about accepting resumes for a volunteer board member. The Board of Supervisors will be accepting resumes from May 8 to May 23.

Interim Property Manager Luis Martinez presented three quotes from landscaping companies to Supervisor Brownlee.

Supervisor Brownlee discussed surveying the playground and the arrival of the playground gate. The playground will be surveyed on April 17.

Lastly, the committee discussed the docks. The docks are currently in permitting.

The meeting adjourned at 10:20 am.

Management Committee Meeting Minutes

Date: *Tuesday, April 16, 2024@ 12:00pm*

Chairperson: *Yvonne Brown*

Operations Manager: *District Manager, Adriana Urbina*

Notice of Meetings – Management Committee

- The committee discussed the rule change and fee schedule amendment.
- The committee discussed communication/messaging options for the community. The District Administrative Assistant presented a list of options to the committee.
- The committee Chairman cancelled the April Maintenance Workshop. The new date is TBD.
- The Management Committee recommends a Motion to reconsider Motion #3 from the March 5, 2024 meeting. An RFP for District Management Services is not necessary as only one open position within the District needs to be filled.
- The committee discussed revising the employee handbook. The committee Chairman and District Manager will be using ADP to update the employee handbook. The committee discussed adding a disability policy to the employee handbook. The District Manager will be researching short-term and long-term benefits of a disability policy. The policy book review will be in June.
- The Interim Property Manager presented three quotes from landscaping companies. The committee discussed which option would be the most cost-effective. The Interim Property Manager will call LMP to discuss more details.
- The committee discussed trading in staff phones.
- The committee spoke about connecting the new office phone for the District Administrative Assistant. The District Manager has contacted Verizon with no response. She will contact Verizon again to set up a meeting via Zoom to discuss and fix the office phone.
- The committee reviewed the deactivation of access cards. Residents will be notified 30 days in advance. They will be advised to come into the clubhouse to sign the new Resident Access Card Agreement. The District Administrative Assistant will collect the resident's information to input into the system after the deactivation of cards.
- The District Administrative Assistant presented the updated Amenity Usage and Clubhouse Rental Forms. The committee Chairman instructed the District Administrative Assistant to email both forms to the Board of Supervisors for document review. Document review needs approval for the next meeting.
- The committee discussed creating emails for the maintenance staff. The District Manager will be creating emails for the maintenance staff.
- The committee reviewed the online form filing trial notes from the District Administrative Assistant.
- The committee chair advised the District Administrative Assistant to find clubhouse rental prices at other CDDs to compare to updated prices.

- The committee discussed the SWFWMD Inspection.
- The committee discussed adding tag numbers to the Resident Access Form.
Vehicle registration will need to be provided before a resident is provided with an access card.

Grounds and Security Committee Meeting Minutes

Date: *Friday, April 19, 2024, at 2:00 PM.*

Committee Chairperson: *Supervisor, Ben Turinsky*

Operations Manager: *Interim Property Manager, Luis Martinez*

In attendance: District Manager- Adriana Urbina, District Administrative Assistant- Dyara Sanchez

The meeting commenced at 2:00 pm.

The committee reviewed an itemized list of property maintenance items with pictures and instructions prepared by the Grounds Committee Chairperson- Ben Turinsky. The status of those items are updated each week in the end of the week Property Status reports.

Playground updates were discussed, and the playground is currently being surveyed. Artificial turf will be installed on May 6th. Interim Property Manager Luis Martinez will be in contact with the civil engineer by May 3rd.

The committee discussed the removal of rotting wood at the park gazebo walkway. Removal of rotting wood will be taken care of on Monday April 22nd. A concrete sideway will be installed in place of the old wood.

The committee discussed the installation of a new drinking fountain for the Clubhouse. The Interim Property Manager will call on Monday April 22nd to get estimates on the price.

Supervisor Turinsky was updated on the district grant. The District Manager has been in contact with Mark Cooper about district grant invoices. The committee discussed maintenance costs and reporting costs.

The committee reviewed bids for the entryway landscaping.

The Grounds Committee recommends a Motion to approve LMP's entryway landscaping proposal in the amount of \$13,866. \$8,000 will be funded from the new plants line and \$5,866 will be funded from CIP.

Supervisor Turinsky was updated on the docks. The docks are currently in permitting.

A resident donated a TV monitor to the Clubhouse to show the residents updates on current projects. The District Administrative Assistant will be creating PowerPoint slides for the TV monitor.

The Grounds Committee recommends a Motion to approve scheduling the 2nd Annual Luau on June 15, 2PM to 5PM at the District's Clubhouse and Pool Facility.

The meeting adjourned at 3:00pm.



PO Box 267
 Seffner, FL 33583
 O: 813-757-6500
 F: 813-757-6501

Estimate

Submitted To:
Lake St Charles CDD Attn: Adriana Urbina 6801 Colonial Lake Drive Riverview, FL 33578

Date	4/19/2024
Estimate #	89264
LMP REPRESENTATIVE	
GAR	
PO #	
Work Order #	

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DESCRIPTION	QTY	COST	TOTAL
Proposal provides for the installation of new landscape at Krycul monument signs and the Lake St. Charles directory as per proposal and renderings as well as the conversion of roadside beds into flower beds at the entrance at Gray Oak Place. All work includes, clean-up, removal, and disposal of debris generated during the course of work. Note: No warranty or guarantee is provided for transplanted material Note: LMP cannot guarantee or warranty new landscape material(s) that does not qualify for establishment watering under the local water restriction guidelines in effect at the time of installation. Supplemental or hand watering will be an additional cost.			
Majesty palm (6' oah)* 15g	6	178.125	1,068.75
Arboricola - Var. Dwarf Schefflera 3g	54	10.78129	582.19
Cordyline - Florica 3g	4	14.0625	56.25
Liriope 1g	270	4.59374	1,240.31
Pentas - Dwarf Pink 4.5" pot	40	4.35	174.00
Annuals - Seasonal (standard) CDD 4.5" Pot	180	2.85	513.00

TOTAL	
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TERMS AND CONDITIONS:

LMP reserves the right to withdraw this proposal if not accepted within 21 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices. If paying by credit card, please add a 3% processing fee of the Invoice Total.

ACCEPTANCE OF PROPOSAL: The above prices, scope of work and terms and conditions are hereby satisfactorily agreed upon. LMP, Inc. has been authorized to perform the work as outlined and payment will be made as outlined above. The above pricing does not include any unforeseen modifications to the said irrigation system that could not be reasonably accounted for prior to job start. All plant material carries a one (1) year warranty provided LMP, Inc. is performing landscape maintenance services to the area installed or enhanced at the time of installation. If not, then there is no warranty on the plant material. LMP cannot warranty against Acts of God, including cold weather events & natural disasters. Also, no warranty will be provided on any material that has been transplanted from another part of the property.

OWNER / AGENT

DATE

SUPERVISOR PACKET 69



PO Box 267
 Seffner, FL 33583
 O: 813-757-6500
 F: 813-757-6501

Estimate

Submitted To:
Lake St Charles CDD Attn: Adriana Urbina 6801 Colonial Lake Drive Riverview, FL 33578

Date	4/19/2024
Estimate #	89264
LMP REPRESENTATIVE	
GAR	
PO #	
Work Order #	

--

DESCRIPTION	QTY	COST	TOTAL
Annuals - Seasonal - Pentas/ (Gray Oak PI) 4.5" Pot	180	4.35	783.00
Annuals - Seasonal (standard)/ Gray Oak PI) 4.5" Pot	180	2.85	513.00
Soil - Compost (Bulk) CY	15	75.00	1,125.00
Soil - COMAND CY	5	123.00	615.00
Sod - St. Augustine SF	2,400	0.6875	1,650.00
Irrigation Modifications/ Adjustments	1	2,700.00	2,700.00
Transplants (Peace Lily)*	1		0.00
Bed Prep/ Debris/ Disposal	1	750.00	750.00
Labor	1	2,095.50	2,095.50

TOTAL	\$13,866.00
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TERMS AND CONDITIONS:

LMP reserves the right to withdraw this proposal if not accepted within 21 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices. If paying by credit card, please add a 3% processing fee of the Invoice Total.

ACCEPTANCE OF PROPOSAL: The above prices, scope of work and terms and conditions are hereby satisfactorily agreed upon. LMP, Inc. has been authorized to perform the work as outlined and payment will be made as outlined above. The above pricing does not include any unforeseen modifications to the said irrigation system that could not be reasonably accounted for prior to job start. All plant material carries a one (1) year warranty provided LMP, Inc. is performing landscape maintenance services to the area installed or enhanced at the time of installation. If not, then there is no warranty on the plant material. LMP cannot warranty against Acts of God, including cold weather events & natural disasters. Also, no warranty will be provided on any material that has been transplanted from another part of the property.

OWNER / AGENT

DATE

SUPERVISOR PACKET 70

ESTIMATE

TEZNA LANDSCAPING & TREE SERVICES
4017 Bell Grande Dr
Valrico, FL 33596

teznalandscaping@hotmail.com
(813) 708-7390



Lake St Charles HOA

Bill to
Lake St Charles HOA
6801 Colonial Lake Dr
Riverview
FL
33578

Estimate details

Estimate no.: 1390
Estimate date: 04/10/2024
Expiration date: 05/31/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Services	4 pallets of St Augustine sod installed	4	\$500.00	\$2,000.00
2.		Services	16 7-gal Podocarpus installed	16	\$40.00	\$640.00
3.		Services	Landscape cleanup, shrub & plant removal & plant relocation	1	\$3,000.00	\$3,000.00
4.		Services	80 bags of pine bark installed	1	\$640.00	\$640.00
5.		Services	4 Cordyline installed	4	\$20.00	\$80.00
6.		Services	40 Pentas installed	40	\$8.00	\$320.00
7.		Services	200 annuals installed	250	\$8.00	\$2,000.00
8.		Services	10 Apostile Iris installed	10	\$20.00	\$200.00
9.		Services	70 Liriopes installed	70	\$9.00	\$630.00
10.		Services	15 Arboricolas installed	15	\$20.00	\$300.00
11.		Services	6 Christmas palms installed	6	\$300.00	\$1,800.00
12.		Services	Delivery fees	1	\$400.00	\$400.00

Ways to pay



Total

\$12,010.00

Expiry
date

05/31/2024

DATE: 04/11/24
 RECIPIENT: LAKE ST CHARLES CDD
 ADDRESS: 6801 COLONIAL LAKE DR,
 RIVERVIEW, FL 33578



7greenlandscaping.com

Tel: (813) 894-0253

Email: info@7greenlandscaping.com

Landscaping Quote 1

DESCRIPTION OF SERVICE	QTY	PRICE	AMOUNT
Annuals installation	180 pcs	\$10/ea	\$1,800
Resod St Augustine	2 pallets	\$600/pallet	\$1,200
Cocoa mulch installation	2 yards	\$250/yard	\$500
(Redo annual plants quarterly or your choice of time of the year)	180 pcs	\$10/ea	\$1,800
Estimate Total			\$3,500

***We haul and dispose of all old yard/lawn debris.
 The 'Estimate Total' reflects a lump sum for material cost,
 dumping fees and labor. Thank you for your business!**

DATE: 04/11/24
 RECIPIENT: LAKE ST CHARLES CDD
 ADDRESS: 6801 COLONIAL LAKE DR,
 RIVERVIEW, FL 33578



7greenlandscaping.com

Tel: (813) 894-0253

Email: info@7greenlandscaping.com

Landscaping Quote 2

DESCRIPTION OF SERVICE	QTY	PRICE	AMOUNT
Annuals installation (60pcs ea side)	120 pcs	\$10/ea	\$1,200
Cocoa mulch installation	1 yard	\$250/yard	\$250
(Redo annual plants quarterly or your choice of time of the year)	120 pcs	\$10/ea	\$1,200
Estimate Total			\$1,450

***We haul and dispose of all old yard/lawn debris.
 The 'Estimate Total' reflects a lump sum for material cost,
 dumping fees and labor. Thank you for your business!**

DATE: 04/11/24
 RECIPIENT: LAKE ST CHARLES CDD
 ADDRESS: 6801 COLONIAL LAKE DR,
 RIVERVIEW, FL 33578



7greenlandscaping.com

Tel: (813) 894-0253

Email: info@7greenlandscaping.com

Landscaping Quote 3

DESCRIPTION OF SERVICE	QTY	PRICE	AMOUNT
Annuals installation	180 pcs	\$10/ea	\$1,800
Resod St Augustine	2 pallets	\$600/pallet	\$1,200
Cocoa mulch installation	2 yards	\$250/yard	\$500
Bottle Palm trees (30gal)	2 pcs	\$450/ea	\$900
(Redo annual plants quarterly or your choice of time of the year)	180 pcs	\$10/ea	\$1,800
Estimate Total			\$4,400

***We haul and dispose of all old yard/lawn debris.
 The 'Estimate Total' reflects a lump sum for material cost,
 dumping fees and labor. Thank you for your business!**

DATE: 04/11/24
 RECIPIENT: LAKE ST CHARLES CDD
 ADDRESS: 6801 COLONIAL LAKE DR,
 RIVERVIEW, FL 33578



7greenlandscaping.com

Tel: (813) 894-0253

Email: info@7greenlandscaping.com

Landscaping Quote 4

DESCRIPTION OF SERVICE	QTY	PRICE	AMOUNT
Annuals installation	180 pcs	\$10/ea	\$1,800
Resod St Augustine	2 pallets	\$600/pallet	\$1,200
Cocoa mulch installation	2 yards	\$250/yard	\$500
Bottle Palm trees (30gal)	2 pcs	\$450/ea	\$900
(Redo annual plants quarterly or your choice of time of the year)	180 pcs	\$10/ea	\$1,800
Estimate Total			\$4,400

***We haul and dispose of all old yard/lawn debris.
 The 'Estimate Total' reflects a lump sum for material cost,
 dumping fees and labor. Thank you for your business!**

Treasurer's Review Committee Meeting Minutes

Date: Thursday, April 18, 2024, 10:00am

Chair: Virginia Gianakos

Operations Manager: Adriana Urbina

Notice of Meetings – Treasurer's Review Committee

In Attendance: District Administrative Assistant- Dyara Sanchez, Resident- Barbara Jost, Resident- Elizabeth Bottiggi

This meeting is a publicly noticed meeting. This meeting has been recorded.

The Treasurer discussed and questioned the closure of the playground. The playground was closed under Supervisor Ben Turinsky due to permitting, safety issues, and liability.

The Treasurer discussed and questioned the emergency meeting that took place on February 28, 2024. The emergency meeting was called by Supervisors Ben Turinsky and Yvonne Brown.

The District Manager stated that she wished that Supervisor Gianakos would have shared her questions prior to the meeting. Supervisor Gianakos will provide the agenda as part of the record.

The Treasurer questioned the District Manager about the February 28th emergency meeting. The District Manager stated that Supervisor Yvonne Brown was notified of said meeting by the District Manager.

The Treasurer discusses and questioned who contacted Miller Recreation regarding the closure of the playground. The District Manager stated that Mark Cooper contacted Miller Recreation. The Treasurer asked about the status of the playground permits at that time. According to research done by Supervisor Ben Turinsky that was provided to Adriana Urbina, Mark Cooper, and Luis Martinez the permits were not moving at that time. There was a date established (March 8th) but nothing occurred on that date. The Treasurer stated that she contacted the county to ask about the status of the playground. The Treasurer questioned if the District Manager has contacted Miller Recreation. The District Manager stated that the Interim Property Manager Luis Martinez had contacted Miller Recreation.

The District Manager stated that she feels she is being interrogated and that these questions have nothing to do with treasury. Supervisor Gianakos states that these questions do have to do with the treasury because they have to do with how we spend our dollars.

The District Manager states that she knows that the Treasurer is recording her to try to use the recording against her. She states that she does not feel comfortable with proceeding with things that do not have to do with any monetary issues. Supervisor Gianakos states that these topics are monetary issues.

Resident Barbara Jost says "Excuse me. Yes, they are. Because we are paying for them, so money is involved. So, I think those are...I'm sorry I don't mean to barge in, but they are legit questions. If my money is being spent for certain things, then I would question how it is being spent whether it was wasteful or not. It has to do with money because we are paying for it. Nothing is free. Grounds are costing money. Playground cost money." Resident Barbara Jost questioned the District Manager on following up with the county. The District Manager states that she spoke to the Property Manager regarding that topic. Resident Barbara Jost stated that she would like to hear the questions the Treasurer had for the District Manager.

The Treasurer questioned the District Manager on warranty for the turf on the playground. The District Manager stated that Supervisor Turinsky asked Mark Cooper multiple times about the 12-year warranty on the Turf in prior meetings that they had in grounds committee and was told there was no warranty.

The committee discussed the replacement of the docks. The Treasurer questioned the District Manager on who instructed the Interim Property Manager to cancel services with Above Water Installs. The District Manager stated that Supervisor Turinsky instructed the Interim Property Manager to do so.

The committee discussed the CIP chart.

The committee discussed the agenda for the April 2nd meeting.

The Treasurer questioned and discussed turf samples and bids. Interim Property Manager Luis Martinez was instructed by Supervisor Ben Turinsky to get bids on the turf for the playground.

The Treasurer questioned and discussed bids for the docks. District Manger questioned the Treasurer on why she did not request 3 bids when the previous property manager brought the dock project for approval.

The committee discussed the attorney's authorization to write briefs.

The discussed staff hours and how they are approved.

The Treasurer inquired about the HOA hours.

The Treasurer questioned the maintenance staff hours and the PTO process.

- Resident Barbara Jost asked the District Manager "You approve your own hours?" The District Manager answered that her PTO hours get approved by the management chair Yvonne Brown. The Treasurer asked about the checks and balances. The District Manager stated that the management chair is in charge of checks and balances.

The Treasurer inquired about the Villas HOA president. The District Manager informed the Treasurer that Yvonne Brown was the president of the Villas HOA.

- Resident Barbara Jost asked about the differences between the CDD and the HOA. The District Manager explained this differences and why Lake St. Charles has two HOAs.

The Treasurer questioned the District Manager on the status of the RFP. The District Manager stated that she had not finished the RFP yet. The Treasurer called on the record this was insubordination.

The District Manager Adriana Urbina states that she sees that Supervisor Gianakos is retaliating against her and the staff. She asks that Supervisor Gianakos refrains from speaking to residents regarding firing the staff. The District Manager also states that she will file harassment and hostile work environment claims if she deems necessary.

The Treasurer discussed and questioned the permit for the docks.

Resident Barbara Jost questioned the District Manager on staff payroll.

The District Manager asked the Treasurer to not put her hand up to her face, as that is disrespectful.

The District Manager presented the landscaping bids to the Treasurer. The Grounds committee is leaning towards LMP, but is currently waiting on an updated proposal.

The Treasurer and District Manager discussed the group of trespassers going through Thackston.

The District Administrative Assistant presented the updated Amenity Usage and Clubhouse Rental Forms. Clubhouse Rental prices at other CDDs were presented to compare. The committee discussed the amenity fee increases.

The committee discussed the purging and updating of the Net2 system. We will be asking for plate numbers instead of using parking stickers. Residents will be notified of the purge 30 days in advance.

The District Manager presented a HOA property management company memorandum to the Treasurer.

The meeting was adjourned at 11:55am.

TRC 041824AGENDA

1) PLAYGROUND:

- a. When (date/time) was the playground closed?
- b. By whom?
- c. Why?
- d. On what authority was the playground closed?
- e. Who determined safety issues?
- f. How was the Emergency Meeting called? By Whom?
- g. As DM, who has the authority to close a CDD amenity?
- h. Who contacted Miller Recreation to discuss warranty issues related to the safety issues (turf/zipline)? On what dates/times? (please provide any notes from those interactions)
- i. Was the warranty of the turf discussed? If so, date/time

2) DOCKS:

- a. What is the verbiage of the 2/28/24 Board vote regarding the docks?

("approved to stop the dock replacement until the valid license and the proper permit is received.") (approved 5 to 0)

- b. Who authorized the Interim PM to instruct Mr. Franco (3/6/24) to stop working on the permit?
- c. Who authorized Interim PM to cancel the services with Above Water Installs, LLC on 3/19/24?

3) EXPENDITURES:

- a. What are the expenditures to date since the Board Meeting with regards to Playground, Docks, etc.?
- b. At last month's TRC meeting, I noticed turf samples I saw on the table. Were these expenditures discussed with regards to line items on the budget at the March TRC meeting?
- c. Who directed staff to get the bids?
- d. Where are the 3 bids for the docks?
- e. Who authorized the attorney to write briefs for the 2/28/24 Emergency meeting? (Hardeman/Potential Ethics Violation)

4) HOURS:

- a. Please explain CDD Staff hours and how they are recorded/approved.

- b. How many hours per week are specifically for CDD District Manager work?
 - c. What are your District Office Hours?
 - d. What are the office hours for the LSC HOA?
 - e. What are the office hours for the Villas HOA?
 - f. Do these tasks overlap?
 - g. What are the Maintenance staff hours?
 - h. What are the Interim PM hours?
- 5) PTO: Please explain the PTO process
- a. How is it calculated?
 - b. How is it recorded?
 - c. What are the checks and balances?
- 6) PAYROLL:
- a. What is the total Payroll for LSC CDD?
 - b. Additional Benefits/Stipends?
- 7) RFP: PM & Staff Services
- a. What was the verbiage of the original vote on 3/5/24 for RFP ?
 - b. What action has been taken since 3/7/24?
 - c. Did you receive the clarification email from Chair Brownlee?
 - d. Why has no action been taken on the Board vote?
- 8) Please enter my request for Emergency Meeting and Legal guidance from 4/8/24 and Maggie's response into the May Agenda
- 9) Please include this agenda and my dissent letter in the May Agenda packet

Marlon Brownlee <mbrownlee@lakestcharles.org>

Thu 3/7/2024 12:50 PM

To: Yvonne Brown <ybrown@lakestcharles.org>; Benjamin Turinsky <bturinsky@lakestcharles.org>; Virginia Gianakos <ggianakos@lakestcharles.org>; Adriana Urbina <districtmgr@lakestcharles.org>; Robert Fannin <rfannin@lakestcharles.org>; Rfannin266@aol.com <rfannin266@aol.com>

Hello Adriana, et al.,

After the motion to dismiss Mark Cooper as property manager was approved, the original motion twice explicitly stated that it was a request to search "**.....for a property management company to provide property management and staff to Lake St Charles CDD**".

We additionally recognized that we need to also have "project management" done for our various ongoing and upcoming projects and so the alternatives for fulfilling that need must be addressed in this search also.

The motion was later clarified to add the option to explore hiring an individual as a 1:1 replacement for Mark Cooper as well.

The overall intent is for us to solicit and consider a broad set of options, not constraining ourselves in our search or deciding on a specific path at this time.

Note that we did not have a discussion to explicitly exclude any particular alternative, so while there was not a subsequent discussion about replacing staff already in place, nor was there a discussion not to.

Given all of this, I believe that the RFP should reflect our overall intent to solicit as many alternatives as can be obtained so that we can comprehensively compare the pros and cons of as many as possible.

I.e., if "property management companies" provide "*property management and staff*" as an option, those alternatives should be obtained and evaluated.

Similarly, if it is possible to identify property management companies that provide a "property management-only but not staff" option, those alternatives should be obtained and evaluated as well.

Please draft the RFP to address the full intent of this request to solicit companies and individuals who believe they can provide any/some/all of these options, to be reviewed by committee(s) and the Board as needed prior to posting.

Thank you.

Regards,

Marlon K. Brownlee
Lake St. Charles Community Development District
813-485-5685

From: Yvonne Brown <ybrown@lakestcharles.org>

Sent: Thursday, March 7, 2024 6:45 AM

To: Benjamin Turinsky <bturinsky@lakestcharles.org>; Virginia Gianakos <ggianakos@lakestcharles.org>; Adriana Urbina <districtmgr@lakestcharles.org>

Cc: Marlon Brownlee <mbrownlee@lakestcharles.org>; Robert Fannin <rfannin@lakestcharles.org>

Subject: Re: RFP

The RFP options were to get competitive and comparative rates from a property management company versus using a company like indeed, to hire a property/project manager.

Thank you,

Yvonne Brown
Supervisor
Lake St. Charles Community Development District
Phone: 813-503-8469

From: Benjamin Turinsky <bturinsky@lakestcharles.org>
Sent: Wednesday, March 6, 2024 10:34 PM
To: Virginia Gianakos <ggianakos@lakestcharles.org>; Adriana Urbina <districtmgr@lakestcharles.org>
Cc: Yvonne Brown <ybrown@lakestcharles.org>; Marlon Brownlee <mbrownlee@lakestcharles.org>; Robert Fannin <rfannin@lakestcharles.org>
Subject: Re: RFP

During our recent board meeting, we had a comprehensive discussion regarding the motion to replace and fill the property manager position. It was brought to my attention that there were two potential options to consider:

1. Property manager as an individual
2. Property manager Company providing a property manager

There was never any talk of replacing staff already in place.

Benjamin Turinsky
Lake St. Charles Community Development District
Supervisor
6801 Colonial Lake Drive
Riverview, FL 33578
Phone: (813) 449-1560

From: Virginia Gianakos <ggianakos@lakestcharles.org>
Date: Wednesday, March 6, 2024 at 7:12 PM
To: Adriana Urbina <districtmgr@lakestcharles.org>
Cc: Yvonne Brown <ybrown@lakestcharles.org>, Benjamin Turinsky <bturinsky@lakestcharles.org>, Marlon Brownlee <mbrownlee@lakestcharles.org>, Robert Fannin <rfannin@lakestcharles.org>
Subject: Re: RFP

At Approximately 39-41 I restated — both - all of it not just Property Mgt- comparison of all options- and Yvonne agreed.

From: Adriana Urbina <districtmgr@lakestcharles.org>
Sent: Wednesday, March 6, 2024 6:30:33 PM
To: Virginia Gianakos <ggianakos@lakestcharles.org>
Cc: Yvonne Brown <ybrown@lakestcharles.org>; Benjamin Turinsky <bturinsky@lakestcharles.org>; Marlon Brownlee <mbrownlee@lakestcharles.org>; Robert Fannin <rfannin@lakestcharles.org>
Subject: RE: RFP

I reviewed the recording and as I previously stated, the Motion made and approved last night was for Property Management Services, not District Management. The cost comparison statement was for hiring a Property Management Company VS hiring an individual property manager.

You can review the attached recording beginning at the 36:43-time marker.

[video1342378719.mp4](#)

From: Virginia Gianakos
Sent: Wednesday, March 6, 2024 1:12 PM
To: Adriana Urbina <districtmgr@lakestcharles.org>
Cc: Yvonne Brown <ybrown@lakestcharles.org>; Benjamin Turinsky <bturinsky@lakestcharles.org>; Marlon Brownlee <mbrownlee@lakestcharles.org>; Robert Fannin <rfannin@lakestcharles.org>
Subject: Re: RFP

My clarification last night was for ALL of it for comparison. Please check the tape.

From: Adriana Urbina <districtmgr@lakestcharles.org>
Sent: Wednesday, March 6, 2024 1:10:46 PM
To: Virginia Gianakos <ggianakos@lakestcharles.org>
Cc: Yvonne Brown <ybrown@lakestcharles.org>; Benjamin Turinsky <bturinsky@lakestcharles.org>; Marlon Brownlee <mbrownlee@lakestcharles.org>; Robert Fannin <rfannin@lakestcharles.org>
Subject: RE: RFP

Just to clarify the Motion made and approved last night was for Property Management Services, not District Management. The cost comparison statement was for hiring a Property Management Company VS hiring an individual property manager.

Adriana Urbina

From: Virginia Gianakos
Sent: Wednesday, March 6, 2024 1:03 PM
To: Adriana Urbina <districtmgr@lakestcharles.org>
Cc: Yvonne Brown <ybrown@lakestcharles.org>; Benjamin Turinsky <bturinsky@lakestcharles.org>; Marlon Brownlee <mbrownlee@lakestcharles.org>; Robert Fannin <rfannin@lakestcharles.org>
Subject: Re: RFP

A 3rd Party vendor that provides Property Mgt, District Management and staffing needs like other CDD's. Ie for the purpose of comparing costs of management services vs cost of self management.

From: Adriana Urbina <districtmgr@lakestcharles.org>
Sent: Wednesday, March 6, 2024 12:59:14 PM
To: Virginia Gianakos <ggianakos@lakestcharles.org>
Cc: Yvonne Brown <ybrown@lakestcharles.org>; Benjamin Turinsky <bturinsky@lakestcharles.org>; Marlon Brownlee <mbrownlee@lakestcharles.org>; Robert Fannin <rfannin@lakestcharles.org>
Subject: RE: RFP

You mean the RFP for Property Management Services not District Management? And yes, I was planning on having Committee and Board review prior to posting.

Adriana Urbina

From: Virginia Gianakos
Sent: Wednesday, March 6, 2024 12:54 PM
To: Adriana Urbina <districtmgr@lakestcharles.org>
Cc: Yvonne Brown <ybrown@lakestcharles.org>; Robert Fannin <rfannin@lakestcharles.org>; Benjamin Turinsky <bturinsky@lakestcharles.org>; Marlon Brownlee <mbrownlee@lakestcharles.org>
Subject: RFP

Hi Adriana,
I would like to request that the RFP for District Management Services as approved by the board at last night's meeting be prepared for review through all committees and not be issued or advertised until reviewed by all committees and discussed by the full board at the April meeting.

Thank you

	A	B	C	D	E
1	Fiscal Year 24 - October 1 , 2023- September 30, 2024 - Version: 1/8/24				
2	Approved	FY 24 CIP Projects	Budget cost	Valid Proposal Cost	Actual Cost
3	COMPLETED PROJECTS				
4					
5	PROJECTS APPROVED AND IN PROGRESS				
6		Playground Permit Final payment to Miller Recreation upon receipt.		\$1,000	\$1,000
7	11/7/23	Park Lake Dock -Remove Wood Dock, Install new floating dock and relocate water craft dock \$22,000. New Floating 10 x 20 Dock and 5 x 20 gangway - \$25,300 - 15% sale = \$22,000 - \$3,900 savings		\$44,000	\$44,000
8	11/7/23	Clubhouse Lake Dock - Remove Wood Dock, Install new floating dock - \$22,000. New Floating 10 x 20 Dock and 5 x 20 gangway - \$25,300 - 15% sale = \$22,00 \$3,900 savings		\$44,000	\$44,000
9	12/5/23	Pool Awnings		\$19,750	\$19,750
10	12/5/23	Phase 4 Trail vegetation, tree removal and site preparation		\$5,424	\$5,424
11	12/5/23	Phase 4 trail @ 163 C.Y. + \$1,500 per day for 3 days - \$4,500 for pumping if needed.		\$144,025	\$144,025
12	12/5/23	Phase 4 trail self clean concrete additive - 16 gallons Phase 4 32 gal - Phase 4,5 and 6		\$4,235	\$4,235
13	12/5/23	Phase 5 Trail = 138 C.Y. New park entrance connecting to restrooms and phase 4 trail at South park property line per the Masterplan.		\$119,500	\$119,500
14	12/5/23	Phase 5 Trail self clean concrete additive -		\$3,640	\$3,715
15	12/5/23	Community Landscape Improvements Along Common Area Brick Walls Between Entrances. Emerald Goddess Lirope https://www.onlineplantguide.com/Plant-Details/3125/ along brick walls between entrances replacing sections that contain plants other than Liripe that require trimming. 75 panels (column to column) @ 30 plants per panel = 2,250 plants x \$2.15 each LMP - plant removal and replanting of 2,500 1 gal. Lirope labor only = \$5,375 - 2,500 - 1 gal. lirope plants @ \$2.15 each = \$5,375 actual \$2.50 each = \$6,250 + Delivery Fee \$562.50 Plants & Delivery = \$6,812.50		\$11,000	\$12,188
16	1/8/24	Trail Phase 4 and 5 - Vegetation clearing, tree removal and stump grinding \$5,424.25 + 425		\$6,000	\$5,850
17	12/5/23	Irrigation System Repairs - Controller #3 - Directory system		\$2,750	\$2,750
18	12/5/23	Irrigation System Repairs - Controller #4- Remington System		\$267	\$267

	A	B	C	D	E
2	Approved	FY 24 CIP Projects	Budget cost	Valid Proposal Cost	Actual Cost
19	12/5/23	Irrigation System Repairs - Controller #5 - Park, Tennis Court area System		\$114	\$114
20	12/5/23	Irrigation System Repairs - Controller #6 - Cambridge, Charleston System		\$571	\$571
21	12/5/23	Irrigation System Repairs - Controller #7- Clubhouse System		\$3,000	\$3,000
22	12/5/23	Irrigation System Repairs - Controller #7- Clubhouse System wire and valve tracking		\$200	\$144
23	1/8/24	Irrigation System Repairs - Controller #1- 301 Entrance Islands Repairs		\$573	\$473
24	1/8/24	Irrigation System Repairs - Controller #1- 301 Entrance Islands Upgrades		\$534	\$534
25	1/8/24	Irrigation System Repairs - Controller #2- Main Entrance		\$6,781	\$6,781
26	1/8/24	Irrigation System Repairs - Controller #2- Main Entrance zone 4 wire tracing and valve locate		\$200	\$200
27	1/8/24	Irrigation System Repairs - Controller #2- Main Entrance zone 4 wire tracing and valve locate		\$200	\$4,473
28	1/8/24	Irrigation System Repairs - Controller #3- Kensington Entrance Irrigation		\$1,041	\$1,041
29	1/8/24	Trail Phase 4 and 5 - Vegetation clearing, tree removal \$1,622			\$1,622
30		Reconfigure 2 areas of White PVC fencing at Pool Equipment to prevent unauthorized access to pool		\$2,151	\$2,151
31		Paint: Clubhouse including roof and Guard house roof, Maintenance Garage and Shed, Pool Fencing, 3 Pool Awning Canopy Frames, 8 bicycle racks, Fitness Equipment in park and the removed pieces that were near the bridge and 2 zip line Back center posts		\$34,372	\$34,372
32		District Admin			\$15,746
33		Painting of missed equipment, bleachers,			\$6,816
34		Civil Engineer for playground drawings			\$6,200
35		robertson Survey for playground			\$4,750
36		Artificial Turf for playground repair			\$4,775
37		SECTION SUBTOTAL		\$409,476	\$500,466
38		PROJECTS REQUIRING APPROVAL			
39		SECTION SUBTOTAL			
40		PROJECTS FOR CIP FUNDING CONSIDERATION THIS YEAR			

	A	B	C	D	E
2	Approved	FY 24 CIP Projects	Budget cost	Valid Proposal Cost	Actual Cost
41		Remove 17 Holly trees at various neighborhood entrances, stump grind in preparation for landscape		\$2,293	\$0
42		Tree Grant -Hillsborough County		\$2,500	\$0
43		Sealcoat Clubhouse Parking Lot, restripe, 2 HC signs and striping		\$6,729	\$0
44		Phase 6 Sidewalk around parking cull de sac. 17 .CY.		\$14,500	\$0
45		Phase 6 Sidewalk around parking cull de sac self clean concrete additive		\$600	\$0
46		Sealcoat Asphalt South Park cull de sac. Repave 100 SF around grate dain add 14 wheel stops, restripe HC sign		\$7,265	\$0
47		Upgrade of existing Access control system to allow for mobile phone credentials - 5 year warranty		\$17,000	\$0
48		SECTION SUBTOTAL		\$50,887	\$0
49		FUTURE PROJECTS			
50		South Park Security Fencing - 6' tall Black Pickett Fence and access controlled gates.	\$50,000		
51		Bicycle Racks and Trail Fitness Equipment - Refurbish - repaint	\$5,000		
52		Relocate Volleyball Court to park	\$10,000		
53		Remove and stump grind 4 large Oak trees behind directory sign to prevent further damage to brick wall		\$9,412	
54		NOTE: LOGISTICAL PLANNING ESPECIALLY CONSTRUCTION SEQUENCING			
55		North Park cull de sac and Parking	\$80,000		
56		North Park Security Fencing	\$60,000		
57		North Park Access Control	\$17,000		
58		Phase 7 Trail - Completion of park trail and sidewalks per Park Master Plan	\$125,000		
59		Clubhouse repaint building, metal roof and guardhouse roof	\$8,000		
60		Repaint Maintenance Garage- Playground Brown	\$2,000		

	A	B	C	D	E
2	Approved	FY 24 CIP Projects	Budget cost	Valid Proposal Cost	Actual Cost
61		Community Entrance area specialty low voltage lighting. 6 phases: Signs, guardhouse, Island trees columns on both		\$35,400	
62		Villas Entrance area Specialty Low Voltage Lighting		\$8,950	
63		Pond Aeration ponds 20 and 21	\$2,800		
64		Dog Park Relocate per Park Master Plan	\$60,000		
65		Baseball field - Relocate per Park Master Plan	\$5,000		
66		Soccer field relocate per Park Master Plan	\$1,000		
67		Community Gathering / Event Space -Park Pavilion, paver plaza, overlook boardwalk and lake fountain.	\$100,000		
68		Access Gate Brick Wall Rplacement - between Hampton and Jamestown replace white PVC with black alum.pickett	\$2,500		
69		Security Gate Jamestown brick wall - Black aluminum pickett with mechanical pin code access	\$2,000		
70		Replace existing fountain w/ programable color lights match Villas Pond 21 LSC Blvd sitting area	\$11,000		
71		Cambridge Pond Fountain Relocate Small Fountain on LSC Blvd. to pond 18 - Plug in Ready	\$0		
72		Additional misc pond dredging #4, #5, #11, #13,	\$15,000		
73		Villas Pond #2 - Dredging with shoreline enforcement	\$25,000		
74		Security Camera at Community Entrance. 2 cameras for ingress and egress, post. Monthly internet access \$50	\$1,700		
75		Security Camera at Directory. I ring camera Monthly internet access \$50	\$400		
76		TOTALS	\$583,400	\$53,762	\$500,466
77		RESERVE FUNDING			
78		Additional Funding of Reserve Account - Current Reserve Fund balance: \$256,043			\$0
79		TOTAL CIP EXPENDITURE			\$500,466
80		Assessment Revenue minus Operation Costs = CIP FUNDS AVAILABLE			\$352,306
81		Add Revenue of: Verified Carryover funds from the previous year that was unspent of: \$198,079 + Lake Grant negotiated \$13,613.25			\$211,692
82		Total Available CIP Funds			\$563,998
83		Completed Projects			
84		Approved Projects			

	A	B	C	D	E
2	Approved	FY 24 CIP Projects	Budget cost	Valid Proposal Cost	Actual Cost
85		Projects Recommended for Approval			
86		Pending Projects	Remaining CIP \$		\$63,532

Lake St. Charles CDD

Funds Statement

Jan '23 - Mar '24

	Jan '24	Feb '24	Mar '24	Category
Bank/Current Asset Accounts				
SouthState Bank Checking	778,284	590,129	494,937	Cash
SouthState Bank Money Market	256,478	256,580	256,682	Committed/Assigned
Operating Acct	0	0	0	Cash
Prepay	0	0	0	Non-Spendable
Petty Cash	1,610	1,610	1,610	Assigned
SunTrust Money Market	0	0	0	Committed/Assigned
Suncoast FCU	0	0	0	Restricted
Investment Cost of Issuance	0	0	0	Restricted
Investment Reserve	0	0	0	Restricted
Investment Revenue	0	0	0	Restricted
Investment Redemption	0	0	0	Restricted
Investment Prepayment	0	0	0	Restricted
Investment Interest	0	0	0	Restricted
Investment SBA	0	0	0	Committed/Assigned
Total Bank/Current Asset Accounts	1,036,372	848,319	753,229	
Cash (Checking/Savings)				
SouthState Bank Checking	778,284	590,129	494,937	
SouthState Bank Money Market	256,478	256,580	256,682	
Operating Acct	0	0	0	
Prepay	0	0	0	
Petty Cash	1,610	1,610	1,610	
SunTrust Money Market	0	0	0	
Suncoast FCU	0	0	0	
Investments SBA	0	0	0	
Total Cash Accounts	1,036,372	848,319	753,229	
Debt Service				
Investment Cost of Issuance	0	0	0	
Investment Reserve	0	0	0	
Investment Revenue	0	0	0	
Investment Redemption	0	0	0	
Investment Interest	0	0	0	
Investment Prepayment	0	0	0	
Total Debt Service Fund Balances	0	0	0	
TOTAL FUND BALANCES	1,036,372	848,319	753,229	
District Reserve Fund				
SunTrust Money Market	0	0	0	Committed/Assigned
SouthState Bank Money Market	256,478	256,580	256,682	Committed/Assigned
Total Investments SBA	0	0	0	Unassigned
	256,478	256,580	256,682	

**Lake St. Charles CDD
Disbursement Authorization Report**

March 2024

Type	Num	Date	Name	Account	Original Amount
Bill Pmt -Check	EFT/Auto	03/04/2024	Leaf	10000-SouthState Bank Checking	-161.99
Bill	Printer Lease & Insu	03/04/2024		Printer Supplies	161.99
TOTAL					161.99
Check	EFT/Auto	03/06/2024	TECO Electric	10000-SouthState Bank Checking	-4,325.99
				53100 - Electric Utility Svs	34.99
				53100 - Electric Utility Svs	55.34
				53100 - Electric Utility Svs	264.72
				53100 - Electric Utility Svs	1,245.88
				53100 - Electric Utility Svs	71.51
				53100 - Electric Utility Svs	1,321.20
				53100 - Electric Utility Svs	592.29
				53100 - Electric Utility Svs	95.32
				53100 - Electric Utility Svs	367.70
				53100 - Electric Utility Svs	26.31
				53100 - Electric Utility Svs	23.42
				53100 - Electric Utility Svs	38.18
				53100 - Electric Utility Svs	23.56
				53100 - Electric Utility Svs	23.42
				53100 - Electric Utility Svs	23.56
				53100 - Electric Utility Svs	24.10
				53100 - Electric Utility Svs	23.42
				53100 - Electric Utility Svs	23.56
				53100 - Electric Utility Svs	23.83
				53100 - Electric Utility Svs	23.68
TOTAL					4,325.99
Check	EFT/Auto	03/07/2024	TECO Gas Company	10000-SouthState Bank Checking	-532.48
				53200 - Gas Utility Services	532.48

**Lake St. Charles CDD
Disbursement Authorization Report**

March 2024

Type	Num	Date	Name	Account	Original Amount
TOTAL					532.48
Check	EFT/Auto	03/07/2024	TECO Electric	10000-SouthState Bank Checking	-66.95
				53100 - Electric Utility Svs	66.95
TOTAL					66.95
Check	EFT/Auto	03/08/2024	ADP	10000-SouthState Bank Checking	-205.24
				Payroll Service Charge	15.78
				Payroll Service Charge	110.56
				Supervisor Payroll Service	78.90
TOTAL					205.24
Check	EFT/Auto	03/12/2024	ADP	10000-SouthState Bank Checking	-12,703.86
				District Manager	2,662.40
				Payroll Taxes - Employer Taxes	218.97
				Facilities Monitor	1,850.40
				Property Maintenance Team Lead	1,642.40
				Property Manager	1,863.68
				Payroll Taxes - Employer Taxes	612.26
				Property Maintenance Part-Time	58.96
				Full Time Maintenance Employee	1,242.41
				Medical Stipend	200.00
				Medical Stipends	500.00
				Supervisor Fees	1,000.00
				Employer Taxes	83.50
				Clubhouse Staff	768.88
TOTAL					12,703.86
Bill Pmt -Check	EFT/Auto	03/21/2024	Tampa Bay Times	10000-SouthState Bank Checking	-321.00

Lake St. Charles CDD Disbursement Authorization Report

March 2024

Type	Num	Date	Name	Account	Original Amount
Bill	AD# 332658	02/25/2024		Legal Advertising	321.00
TOTAL					321.00
Bill Pmt -Check	EFT/Auto	03/21/2024	Verizon Wireless	10000-SouthState Bank Checking	-269.55
Bill	01-24-24 to 02-23-24	02/23/2024		Telephone	269.55
TOTAL					269.55
Check	EFT/Auto	03/22/2024	ADP	10000-SouthState Bank Checking	-200.18
				Payroll Service Charge	16.68
				Payroll Service Charge	100.10
				Supervisor Payroll Service	83.40
TOTAL					200.18
Bill Pmt -Check	EFT/Auto	03/24/2024	SunTrust Credit Card	10000-SouthState Bank Checking	-5,951.82
Bill	Mar CC Statement	03/24/2024		13500 - Truist Visa Card	5,951.82
TOTAL					5,951.82
Check	EFT/Auto	03/26/2024	ADP	10000-SouthState Bank Checking	-9,796.22
				District Manager	2,662.40
				Payroll Taxes - Employer Taxes	203.67
				Facilities Monitor	1,853.41
				Property Maintenance Team Lead	1,642.40
				Payroll Taxes - Employer Taxes	421.40
				Property Maintenance Part-Time	56.36
				Full Time Maintenance Employee	1,018.38
				Supervisor Fees	1,000.00
				Employer Taxes	83.50
				Clubhouse Staff	854.70
TOTAL					9,796.22

Lake St. Charles CDD Disbursement Authorization Report

March 2024

Type	Num	Date	Name	Account	Original Amount
Bill Pmt -Check	EFT/Auto	03/27/2024	Landscape Maintenance Professionals, Inc	10000-SouthState Bank Checking	-14,606.25
Bill	February 2024 Servic	02/01/2024		Landscape Maintenance Contract	14,606.25
TOTAL					14,606.25
Bill Pmt -Check	EFT/Auto	03/27/2024	Meryman Environmental, Inc	10000-SouthState Bank Checking	-5,894.00
Bill	INV# 20231263	03/27/2024		58004-Lake Water Quality & Pond	5,894.00
TOTAL					5,894.00
Bill Pmt -Check	EFT/Auto	03/27/2024	Persson & Cohen, P.A.	10000-SouthState Bank Checking	-2,628.70
Bill	Hardeman review, eth	03/06/2024		District Counsel	2,628.70
TOTAL					2,628.70
Bill Pmt -Check	EFT/Auto	03/27/2024	Robbie's Assembly Service, LLC	10000-SouthState Bank Checking	-550.00
Bill	Tennis court backboa	03/19/2024		Park Facility Maintenance	550.00
TOTAL					550.00
Bill Pmt -Check	EFT/Auto	03/27/2024	Tuscan & Company, PA	10000-SouthState Bank Checking	-5,000.00
Bill	119942 Inv #	03/01/2024		Auditing Services	5,000.00
TOTAL					5,000.00
Bill Pmt -Check	EFT/Auto	03/27/2024	Landscape Maintenance Professionals, Inc	10000-SouthState Bank Checking	-4,419.90
Bill	Directional Bore	02/22/2024		Irrigation Maintenance	4,419.90
TOTAL					4,419.90
Bill Pmt -Check	EFT/Auto	03/27/2024	Meryman Environmental, Inc	10000-SouthState Bank Checking	-2,947.00

Lake St. Charles CDD Disbursement Authorization Report

March 2024

	Type	Num	Date	Name	Account	Original Amount
	Bill	INV# 20231109	03/27/2024		58004-Lake Water Quality & Pond	2,947.00
TOTAL						<u>2,947.00</u>
	Bill Pmt -Check	EFT/Auto	03/27/2024	Zebra Cleaning Team, Inc.	10000-SouthState Bank Checking	-1,380.00
	Bill	Pool Repairs	03/27/2024		Pool Maintenance Repairs	1,380.00
TOTAL						<u>1,380.00</u>
	Bill Pmt -Check	EFT/Auto	03/27/2024	Meryman Environmental, Inc	10000-SouthState Bank Checking	-3,830.50
	Bill	INV# 20240261	03/27/2024		58004-Lake Water Quality & Pond	3,830.50
TOTAL						<u>3,830.50</u>
	Bill Pmt -Check	EFT/Auto	03/27/2024	Zebra Cleaning Team, Inc.	10000-SouthState Bank Checking	-1,925.00
	Bill	Mar 24 Pool Cleaning	03/01/2024		Pool Maintenance Contract	1,925.00
TOTAL						<u>1,925.00</u>
	Bill Pmt -Check	EFT/Auto	03/28/2024	Zebra Cleaning Team, Inc.	10000-SouthState Bank Checking	-1,925.00
	Bill	Jan 24 Pool Cleaning	01/01/2024		Pool Maintenance Contract	1,925.00
TOTAL						<u>1,925.00</u>
	Bill Pmt -Check	EFT/Auto	03/28/2024	Landscape Maintenance Professionals, Inc	10000-SouthState Bank Checking	-14,606.25
	Bill	March 2024 Service	03/01/2024		Landscape Maintenance Contract	14,606.25
TOTAL						<u>14,606.25</u>
	Bill Pmt -Check	EFT/Auto	03/29/2024	Zebra Cleaning Team, Inc.	10000-SouthState Bank Checking	-1,925.00
	Bill	Feb 24 Pool Cleaning	02/01/2024		Pool Maintenance Contract	1,925.00
TOTAL						<u>1,925.00</u>

**Lake St. Charles CDD
Disbursement Authorization Report**

March 2024

Type	Num	Date	Name	Account	Original Amount
Check	EFT/Auto	03/31/2024	Square Inc	10000-SouthState Bank Checking	-7.45
				Rental	7.45
TOTAL					<u>7.45</u>

Treasurer's Report - SouthState Account

March 2024

03/1/24 - 03/31/24

<u>Date</u>	<u>Number</u>	<u>Payee</u>	<u>Memo</u>	<u>Payment</u>	<u>Deposit</u>	<u>Balance</u>
						584,936.30
03/04/2024			Deposit		5,821.20	590,757.50
03/04/2024	EFT/Auto	Leaf	Printer Lease & Insurance	161.99		590,595.51
03/06/2024	EFT/Auto	TECO Electric	06980007400 Acct #	4,325.99		586,269.52
03/07/2024	EFT/Auto	TECO Gas Company	221003603224 Acct #	532.48		585,737.04
03/07/2024	EFT/Auto	TECO Electric	221005960721 Acct #	66.95		585,670.09
03/08/2024	EFT/Auto	ADP		205.24		585,464.85
03/08/2024			Deposit		14.51	585,479.36
03/12/2024	EFT/Auto	ADP	P.E. 03-09-24	12,703.86		572,775.50
03/15/2024			Deposit		43.53	572,819.03
03/21/2024	EFT/Auto	Tampa Bay Times	Acct# 302571 AD# 332658	321.00		572,498.03
03/21/2024	EFT/Auto	Verizon Wireless	Acct# 842082173-00001	269.55		572,228.48
03/22/2024	EFT/Auto	ADP		200.18		572,028.30
03/24/2024	EFT/Auto	SunTrust Credit Card	4223071100091531 Acct #	5,951.82		566,076.48
03/26/2024	EFT/Auto	ADP	P.E. 03-23-24	9,796.22		556,280.26
03/26/2024			Deposit		14.51	556,294.77
03/27/2024	EFT/Auto	Landscape Maintenance Professionals, Inc	INV# 181423	14,606.25		541,688.52
03/27/2024	EFT/Auto	Meryman Environmental, Inc	INV# 20231263	5,894.00		535,794.52
03/27/2024	EFT/Auto	Persson & Cohen, P.A.	Acct # LakStCharles INV#4887	2,628.70		533,165.82
03/27/2024	EFT/Auto	Robbie's Assembly Service, LLC	INV# 27520	550.00		532,615.82
03/27/2024	EFT/Auto	Tuscan & Company, PA	119942 Inv #	5,000.00		527,615.82
03/27/2024	EFT/Auto	Landscape Maintenance Professionals, Inc	INV# 181957	4,419.90		523,195.92
03/27/2024	EFT/Auto	Meryman Environmental, Inc	INV# 20231109	2,947.00		520,248.92
03/27/2024	EFT/Auto	Zebra Cleaning Team, Inc.	INV# 6720	1,380.00		518,868.92
03/27/2024	EFT/Auto	Meryman Environmental, Inc	INV# 20240261	3,830.50		515,038.42
03/27/2024	EFT/Auto	Zebra Cleaning Team, Inc.	INV# 6868	1,925.00		513,113.42
03/28/2024	EFT/Auto	Zebra Cleaning Team, Inc.	INV# 6741	1,925.00		511,188.42
03/28/2024	EFT/Auto	Landscape Maintenance Professionals, Inc	INV# 182085	14,606.25		496,582.17
03/29/2024	EFT/Auto	Zebra Cleaning Team, Inc.	INV# 6812	1,925.00		494,657.17
03/31/2024		Clubhouse Rentals			250.00	494,907.17
03/31/2024	EFT/Auto	Square Inc	2.6% + .10 Square processing fees for CH Rentals	7.45		494,899.72
03/31/2024			Interest		37.28	494,937.00

<u>Date</u>	<u>Number</u>	<u>Payee</u>	<u>Memo</u>	<u>Payment</u>	<u>Deposit</u>	<u>Balance</u>
				96,180.33	6,181.03	494,937.00

Lake St. Charles CDD
Profit & Loss Budget Performance
 October 2023 through March 2024

	A	B	C	D	E	F	G	H	K	L	M
1								Oct '23 Mar' 24	Annual Budget	\$ Over Annual Budget	Comments
2							Revenue/Expense				
3							Revenue				
4							36100 - Interest Earnings				
5							Interest - General Fund	741	180	561	
6							Total 36100 - Interest Earnings	741	180	561	
7							General Fund Assessment-O&M				
8							General Fund Assessment Gross	1,236,356	1,283,257	(46,901)	
9							GF Prop Tax Interest	1,280	0	1,280	
10							GF Tax Collector Commissions	(23,750)	(25,665)	1,915	
11							GF Tax Payment Discount	(48,845)	(51,330)	2,485	
12							Total General Fund Assessment-O&M	1,165,041	1,206,262	(41,221)	
13											
14							Total 36310 - Special Assessment	1,165,041	1,206,262	(41,221)	
15							36311 - Excess Fees	9,807	0	9,807	
16							36900 - Miscellaneous Revenues			0	
17							Other Misc Revenue	717	1,200	(483)	
18							Rental	502	1,500	(998)	
19							Pool Snack Vending	0	475	(475)	
20							Total 36900 - Miscellaneous Revenues	1,219	3,175	(1,956)	
21							Total Revenue	1,176,808	1,209,617	(32,809)	
22											
24							Expense				
25							5110 - Legislative				
26							Employer Taxes	585	1,460	(876)	
27							Special District Fees	175	175	0	
28							Supervisor Fees	7,000	12,000	(5,000)	
29							Supervisor Payroll Service	601	900	(299)	
30							Total 5110 - Legislative	8,361	14,535	(6,174)	

Lake St. Charles CDD
Profit & Loss Budget Performance
October 2023 through March 2024

	A	B	C	D	E	F	G	H	K	L	M
1								Oct '23 Mar' 24	Annual Budget	\$ Over Annual Budget	Comments
31							51300 - Financial & Admin				
32							Accounting Services	0	500	(500)	
33							Auditing Services	6,000	14,000	(8,000)	
34							Banking & Investment Mgmt Fees	3	200	(197)	
35							District F&A Employees				
36							District Manager	34,611	69,230	(34,619)	
37							Medical Stipend	1,200	2,400	(1,200)	
38							Payroll Service Charge	271	465	(194)	
39							Payroll Taxes - Employer Taxes	2,788	4,400	(1,612)	
40							Total District F&A Employees	38,870	76,495	(37,625)	
41							Dues, Licenses & Fees	284	500	(216)	
42							General Insurance				
43							Crime	651	651	0	
44							General Liability	4,358	4,358	0	
45							Public Officials Liability & EP	3,581	3,581	0	
46							Total General Insurance	8,590	8,590	0	
47							Legal Advertising	321	3,000	(2,679)	
48							Local/Other Taxes	0	3,933	(3,933)	
49							Office Supplies	468	1,000	(532)	
50							Postage	163	250	(87)	
51							Printer Supplies	1,258	2,000	(742)	
52							Professional Development	530	1,000	(470)	
53							Technology Services/Upgrades	2,954	5,000	(2,046)	
54							Telephone	1,719	3,600	(1,881)	
55							Travel Per Diem	155	2,000	(1,845)	
56							Website Development & Monitor	2,416	2,650	(234)	
57							Total 51300 - Financial & Admin	63,731	124,718	(60,987)	
58							51400 - Legal Counsel				
59							District Counsel	2,842	15,000	(12,158)	

Lake St. Charles CDD
Profit & Loss Budget Performance
 October 2023 through March 2024

	A	B	C	D	E	F	G	H	K	L	M
1								Oct '23 Mar' 24	Annual Budget	\$ Over Annual Budget	Comments
60							Total 51400 - Legal Counsel	2,842	15,000	(12,158)	
61							52100 - Law Enforcement				
62							Facility Monitor Mileage Reimbursement	155	2,000	(1,845)	
63							Total 52100 - Law Enforcement	155	2,000	(1,845)	
64							53100 - Electric Utility Svs	26,844	55,000	(28,156)	
65							53200 - Gas Utility Services	2,767	5,600	(2,833)	
66							53400 - Garbage/Solid Waste Svc	1,868	5,000	(3,132)	
67							53600 - Water/Sewer Services	2,538	9,800	(7,262)	
68							53900 - Physical Environment				
69							Entry & Walls Maintenance	0	2,000	(2,000)	
70							Ford F250 Maintenance & Repair	478	3,000	(2,522)	
71							Fountain in Lake	4,313	3,000	1,313	
72							Gas - Equipment	238	400	(162)	
73							Gas - Truck	806	1,800	(994)	
74							Irrigation Maintenance	4,619	15,800	(11,181)	
75							Landscape Maintenance Contract	84,481	173,100	(88,619)	
76							Misc. Landscape-Temporary Staff	0	3,000	(3,000)	
77							Misc. Landscape Maintenance	13,856	16,762	(2,906)	
78							Mulch	0	13,500	(13,500)	
79							New Plantings	0	8,000	(8,000)	
80							Pond & Stormwater Maint Contract	8,012	16,319	(8,307)	
81							Pond 9,22,23,&24 Aeration Maint	736	1,501	(765)	
82							Lake#27 Aeration Maint	1,226	2,500	(1,274)	
83							Fountain Maint #21	284	580	(296)	
84							Property Insurance Contract	25,696	25,696	0	
85							Sod Replacement	4,776	4,000	776	
86							Mitigation Maint Contract	326	1,063	(737)	
87							Midge Survey	0	1,500	(1,500)	
88							Lake Buoy Monitoring	0	3,450	(3,450)	
89							Lake buoy Maintenance	0	5,000	(5,000)	

Lake St. Charles CDD
Profit & Loss Budget Performance
October 2023 through March 2024

	A	B	C	D	E	F	G	H	K	L	M
1								Oct '23 Mar' 24	Annual Budget	\$ Over Annual Budget	Comments
90							Lake buoy & Nano Bubbler Buy-Out	0	13,632	(13,632)	
91							Total 53900 - Physical Environment	149,846	315,603	(165,757)	
92							57200 - Parks & Recreation				
93							Auto Liability	1,013	1,013	0	
94							Club Facility Maintenance				
95							Club Facility Maintenance	5,464	5,000	464	
96							Clubhouse Supplies	1,770	2,300	(530)	
97							Locks/Keys	0	100	(100)	
98							Pool Snack Vending Items	0	300	(300)	
99							Total Club Facility Maintenance	7,234	7,700	(466)	
100							District Employees Payroll Exp				
101							Employer Workman Comp	5,845	9,360	(3,515)	
102							Facilities Monitor	24,058	48,119	(24,061)	
103							Medical Stipends	3,000	6,000	(3,000)	
104							Payroll Service Charge	1,501	2,500	(999)	
105							Payroll Taxes - Employer Taxes	7,905	16,500	(8,595)	
106							Full-Time Maintenance Employee	16,736	36,067	(19,331)	
107							Property Maintenance Part-Time	1,215	1,658	(443)	
108							Property Maintenance Team Lead	21,351	42,708	(21,357)	
109							Property Manager	31,150	69,230	(38,080)	
110							Grant Management (Reimbursed)	0	12,167	(12,167)	
111							Recreational Assistants	0	11,000	(11,000)	
112							District Admin Assistant	2,889	0	2,889	
113							Total District Employees Payroll Exp	115,650	255,309	(139,659)	
114							Dock Maintenance	0	400	(400)	
115							Drainage/ Nature Path/Trail Maintenance	426	4,225	(3,799)	
116							Park Facility Maintenance	5,321	7,000	(1,679)	
117							Parks & Rec Cell Phones	926	2,500	(1,574)	
118							Playground Maintenance	721	2,000	(1,279)	
119							Pool Maintenance Contract	11,550	24,675	(13,125)	

Lake St. Charles CDD
Profit & Loss Budget Performance
October 2023 through March 2024

	A	B	C	D	E	F	G	H	K	L	M
1								Oct '23 Mar' 24	Annual Budget	\$ Over Annual Budget	Comments
120							Pool Maintenance Repairs	5,275	12,000	(6,725)	
121							Sec System Monitoring Contract	103	400	(297)	
122							Security Repairs	910	5,000	(4,090)	
123							Total 57200 - Parks & Recreation	149,130	322,222	(173,092)	
124							58003- Future CIP Projects and Reserves	350,562	352,306	(1,744)	
125							Total Expense	758,643	1,221,784	(463,141)	
126							Revenue Less Expenses	418,165	(12,167)	430,332	
127							Other Revenue/Expense				
128							Other Revenue				
129							FY 22-23 Carryover	0	198,079	(198,079)	
130							DEP Grant Reimbursement	0	46,108	(46,108)	
131							Total Other Revenue	0	244,187	(244,187)	
132											
133							Other Expense				
134							Unassigned CIP Projects	55,525	198,079	(142,555)	
135							58004-Lake Water Quality & Pond	25,172	33,941	(8,770)	
136							Total Other Expense	80,696	232,020	(151,324)	
137							Net Other Income	(324,883)	12,167	(324,883)	
138							Net Income	93,282	0	105,449	

Lake St. Charles CDD Property Manager Expense Report

March 2024

	Type	Date	Memo	Account	Amount
Amazon.com	Credit Card Charge	03/04/2024	Sealant	Misc. Landscape Maintenance	6.38
	Credit Card Charge	03/05/2024	Uniforms	Clubhouse Supplies	41.36
	Credit Card Charge	03/12/2024	Dust mask and ant killer	Misc. Landscape Maintenance	51.09
	Credit Card Charge	03/13/2024	Safety glasses	Misc. Landscape Maintenance	29.67
	Credit Card Charge	03/15/2024	Cable for audio transfer	Clubhouse Supplies	10.67
	Credit Card Charge	03/20/2024	Conference Speaker sys	Club Facility Maintenance	152.97
	Credit Card Charge	03/21/2024	Urinal screens	Club Facility Maintenance	33.28
	Credit Card Charge	03/23/2024	Rubber with stanchion	Clubhouse Supplies	71.77
Cutting Edge Tree Service	Credit Card Charge	03/11/2024	Trim 92 Crepe Myrtles	Misc. Landscape Maintenance	2,950.00
Dog Waste Depot	Credit Card Charge	03/21/2024	Doggie Bags	Park Facility Maintenance	698.31
Grass Pro Shop	Credit Card Charge	03/06/2024	Pruner attachment, air fi	Misc. Landscape Maintenance	238.62
	Credit Card Charge	03/19/2024	Pole Pruner	Misc. Landscape Maintenance	769.99
Home Depot	Credit Card Charge	03/01/2024	Sheet cutter	Misc. Landscape Maintenance	4.98
	Credit Card Charge	03/05/2024	Irrigation items	Irrigation Maintenance	33.15
	Credit Card Charge	03/05/2024	Irrigation items	Irrigation Maintenance	18.43
	Credit Card Charge	03/11/2024	Hinges and pull door	Misc. Landscape Maintenance	35.77
	Credit Card Charge	03/13/2024	Steel cable ties, gauge v	Misc. Landscape Maintenance	64.13
	Credit Card Charge	03/20/2024	stone paint, hose & rake	Misc. Landscape Maintenance	101.66
	Credit Card Charge	03/20/2024	Anchor and spikes	Misc. Landscape Maintenance	39.27
	Credit Card Charge	03/20/2024	Sod cutter rental & loadi	Misc. Landscape Maintenance	175.00
	Credit Card Charge	03/20/2024	Sod cutter rental & loadi	Misc. Landscape Maintenance	1.40
	Credit Card Credit	03/20/2024	tiller rental	Misc. Landscape Maintenance	-82.62
	Credit Card Charge	03/21/2024	tiller rental	Misc. Landscape Maintenance	150.00
Robbie's Assembly Service, LLC	Bill	03/19/2024	Tennis court backboard	Park Facility Maintenance	550.00
Shirt Max	Credit Card Credit	03/18/2024	Uniform shirts	Clubhouse Supplies	-66.39
Sod X					

	Credit Card Charge	03/07/2024	Sod	Sod Replacement	170.00
	Credit Card Charge	03/19/2024	Sod	Sod Replacement	110.00
Wal-Mart					
	Credit Card Charge	03/01/2024	Water, gatorade	Clubhouse Supplies	51.88
Winn Dixie					
	Credit Card Charge	03/21/2024	Gatorade	Clubhouse Supplies	21.48
				TOTAL	6,432

April 2024 Property Manager Report

Playground survey was completed and emailed to the civil engineer and myself. The Civil engineer will provide an update as soon as the site plan has been completed for the playground.

Floating docks are currently at EPC for permitting.

I started an email thread with Florida Structural Group and AccuDock. Install date has not been scheduled at this time

Baseball Field

Maintenance staff and I installed new pitcher's mound, home plate, about 5 yards of clay and reconditioned base paths.

Clubhouse

- Maintenance staff and I have begun mulching throughout the parking lot and entrance of CDD clubhouse. This will continue through the weeks ahead.
- The floor tile was replaced at the entry of the CDD clubhouse.
- I installed a donated 65 Inch tv inside CDD clubhouse wall. It will provide value and revenue to clubhouse rentals while providing information to Lake St Charles Residents in the Community.
- Landscaping
- The CDD Board received LMP's proposal and design imagery for 2 Entry signs on LSC Blvd and the Directory on Lake St Charles Blvd at the CDD Board meeting a couple of months ago. I requested an updated proposal from LMP. I also received 2 additional proposals from different vendors for a design and graphic with associated costs. Committees have reviewed for recommendation.
- Playground equipment and fence at the CDD Clubhouse was painted. Maintenance and I mulched the playground area.
- The hinges and locks on playground fences were replaced.
- The missed exercise equipment and signs were painted on trail.

Volleyball

- Volleyball benches were sanded and painted.

Other

- Looking into CDD signage at Win-Dixie plaza, pool area and throughout nature trail.
- Brandon electric fixed lighting at Rimington Entrance.
- I repaired and painted the Teco Junction light box on Colonial Lake Blvd.
- Maintenance staff removed rotting wood at gazebo walkway.
- Looking into the estimated cost on replacing Drinking fountain in clubhouse