

MINUTES OF MEETING
LAKESIDE PLANTATION
COMMUNITY DEVELOPMENT DISTRICT

The recessed meeting of October 20, 2021 of the Board of Supervisors of the Lakeside Plantation Community Development District was reconvened on Wednesday, November 3, 2021 at 6:00 p.m. at the Lakeside Plantation Clubhouse, 2800 Plantation Boulevard, North Port, Florida.

Present and constituting a quorum were:

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|------------------|---------------------|
| Joe Szewczyk | Chairman |
| Pina Chichelli | Vice Chair |
| Alan (Bud) Sabol | Assistant Secretary |
| Bill Roumy | Assistant Secretary |
| Bonnie Benjamin | Assistant Secretary |

Also present:

| | |
|---------------------------------|-------------------|
| Tricia Adams | District Manager |
| Sarah Sandy <i>(by phone)</i> | District Counsel |
| Brent Burford <i>(by phone)</i> | District Engineer |
| Courtney Sears | Vesta |
| Alex Murphy | WTS International |
| Residents | |

****Due to a technical issue with the audio, the beginning of the meeting was based on District Manager notes. The recording commenced during the Second Order of Business.****

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order at 6:00 p.m. and called the roll. A quorum was present.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The pledge of allegiance was recited.

THIRD ORDER OF BUSINESS

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

Resident (Donna Keller, Savannah Drive) commented to the Board.

FOURTH ORDER OF BUSINESS

Unfinished Business

There being none, the next item followed.

FIFTH ORDER OF BUSINESS

New Business Items

A. Consideration of Agreement for Amenity Management Services

****The recording commenced.****

Ms. Adams: We are here today to consider the agreement for Amenity Management Services. At the October meeting, Board Members reviewed proposals from three different service providers. Ultimately, WTS International, LLP (WTS) was ranked as the number one proposer for Amenity Management Services. Staff was directed to work with WTS in order to update the Amenity Management Service Agreement. That agreement has been drafted by District Council and it's also been reviewed by WTS. I believe we're in a position where both WTS and District Council feel that each party is well represented in the agreement. Earlier today, we circulated a clean copy of the agreement to Board Members. That is printed out and placed before you. District Council is on the phone and is going to walk Board Members through the pertinent sections of the agreement and seek Board Member input as it relates to the agreement, in particular, the staffing schedule, hours of coverage and the proposed costs. Sarah, do you want to go ahead?

Ms. Sandy: Yes. Board Members, if you would like, let me know which items you'd like to discuss first. I can speak to some of the revisions on the contract language first or we can discuss in terms of the hours they provided and the job description. I think those are the items that the Board is going to have likely more input on. That's probably, I would think, where the Board would like to start.

Mr. Szewczyk: I would agree, because the first bunch of pages are, sorry, a bunch of legalese.

Ms. Sandy: Exactly. There are a few things that I want to point out to the Board on those items. In the electronic copy are Exhibits B and C, which are Pages 23 and 24, if the Board would turn to those pages. These are the conditions, the job titles, hours and the schedule for in-season and off-season. They feel that they can provide and sufficiently staff the Amenity Center for the pricing that is shown in Exhibit B. Year 1 starts at about \$271,151.04. Year 2 increases to just above \$284,000. Year 3 increases to \$298,980 and in Year 4 it increases to \$313,920. You can see increases each year. Once they get in position and settled, the Board is anticipating that they would revisit the security access and use that in order to readjust some of the office hours that we have shown in Exhibit B. I guess I will stop there to see if the Board has any questions or input on Exhibits B or C.

Mr. Roumy: I think you have jumped to the exhibits without talking about the general provisions. I have a problem with the provisions.

Ms. Sandy: As I was saying at the onset, I asked if the Board Members wanted to talk about the legal provisions throughout the contract first or if you wanted to specifically talk about the Scope of Services and the fee. The fee is provided because I thought that the Board would want to start there. Then we'll revisit the various legal provisions throughout the contract.

Mr. Roumy: Are we obligated to a four-year contract?

Mr. Szewczyk: No. This is a year to year and those are the proposed increases should we renew the following year.

Ms. Sandy: Correct. One thing that is a little bit different than most of your contracts, in terms of the termination provision, WTS did ask that we give them essentially a year to get into place and get a feel for the District, what works and what does not work and try and make adjustments. Due to that, they feel like they need at least a year. So, in terms of the termination provision, I was going to discuss that in a little more detail later, they have asked that during the first year, that the District only have the right to terminate the contract for cause. So, if there was a material violation of a term of the contract, then the District can terminate it with a 30-day notice to give the chance to cure whatever breach was made. After that first year, then the District has a right to terminate the contract without cause with a 90-day written notice.

Mr. Roumy: Okay, let's assume that we've got the security system in place. Will the numbers go down or if we eliminate positions will the number go down or we are stuck with that \$271,151.04?

Ms. Adams: I think what you're asking is if we have access control for the amenities and the office hours are reduced, would there be a commensurate reduction in the compensation? The answer is yes.

Mr. Roumy: I didn't see it in the contract at all.

Ms. Sandy: We can add the provisions if the Board wanted to reduce the hours. The way they had presented their fee isn't an all-in fee. They would not be turning in payroll and hours along with their invoice. Because they are providing 68 total operating hours during in-season and 63 total operating hours off-season. They would be charging that amount even if we wanted to have an amendment after the fact that we paid out some of those hours that we're asking for to reduce the overall fee. I think we can do that after the one year, as it's currently written, but at some point in time, I think we have to ask them.

Ms. Adams: Yeah. Sarah, in reviewing section three, the Scope of Services as it relates to Paragraph D, Changes in Services. Right now, it gives the contractor to propose in writing a revised proposal that reflects modifications in staffing requirements related to the services. Would that cover what we're talking about or can that section be perhaps modified to either read, "*Mutual Agreement*" or "*The District or the contractor shall modify staffing requirements in writing based on mutual agreement?*"

Ms. Sandy: I'll look at it because I want to make it clear in our conversations with WTS on that point.

Ms. Adams: Okay.

Ms. Sandy: Is that the Board's direction?

Ms. Adams: Yeah. There are a few steps between now and then. The Board has not approved the implementation of an access control system, so that would be the next step and it would likely not happen until probably the second quarter of the new calendar year, realistically, based on how backed up security vendors are right now.

Mr. Roumy: Is the vendor represented here tonight?

Ms. Adams: Yes.

Ms. Murphy: Hi.

Mr. Roumy: I'm sorry.

Ms. Murphy: It's okay.

Mr. Szewczyk: I think, looking at the overall agreement, I can understand WTS wanting to protect themselves as far as the termination part because they're about to throw a bunch of resources and money into something. Under the old contract where you could get rid of somebody with 30-day notice without cause, I can understand them wanting a little protection on that side. I feel that having that year of protection, because they can still be terminated with cause within that time, if we're looking for room, that allows us some room if things aren't working out. Okay. So, that part of it I thought was very fair. Can we go back to Exhibits B and C and work through there?

Ms. Murphy: Yes.

Mr. Szewczyk: Then go back to the legalese part of it like we originally agreed that we were going to do. We can see the hours on Exhibit B, the positions and the office hours. We projected these office hours based on the next step of having an access control system here, which will free up people from having to walk the grounds. Because people won't have access to these things without their card and allowing them to work on things within the office, activities, etc. Our setup and what we're looking at here as far as positions, that is kind of what we were thinking the way that we would want it along with the access control system. It's got to be one step followed by the next and I think one following the other, this setup will work. We won't need the staffing in the office just to be looking out to see people using our facilities that don't belong there because that will be taken care of through the control.

Ms. Adams: Mr. Chairman, for the benefit of the audience, would you like for me to walk through the proposed office coverage hours?

Mr. Szewczyk: Sure.

Ms. Adams: So, what's proposed in the agreement right now is that during peak season, which is considered November through March, Monday through Friday, the office would be open from 10:00 a.m. to 9:00 p.m. Friday and Saturday, the office would be open from 10:00 a.m. to 7:00 p.m. and Sunday, the office would be open from Noon to 6:00 p.m. During off-season hours, April through October, the office would be open on Mondays from 10:00 a.m. to 5:00 p.m., Tuesday through Saturday from 10:00 a.m. to 8:00 p.m. and Sundays from Noon to 6:00 p.m. That's the proposed office hours, just so the audience has a sense of that.

Mr. Szewczyk: Are there any other questions regarding Exhibit B? Questions or comments?

Ms. Adams: Mr. Chairman, would you like to get comments from WTS? We have Ms. Alex Murphy here from WTS.

Ms. Murphy: Hi. My only comment was just going to be that, obviously we're locked into a number of hours, but open to shifting those hours, should the Board have suggestions for that.

Ms. Chichelli: That's where I was going to make a comment. I understand that some of the people have water aerobics. So, I don't know how that's going forward.

Ms. Adams: There may be opportunities for cross training with the maintenance staff who opened the building to also start an audio tape. There may be other opportunities that we need to adjust along the way.

Mr. Roumy: Since there's no one around from 8:00 a.m. to 10:00 a.m., can we give the responsibility of the maintenance personnel to check on people and ask them for their credentials if possible?

Mr. Szewczyk: Well, I don't see that happening at the beginning. I mean, have you walked the grounds? We have a lot of a little maintenance things that need to be done around here and I think the new maintenance person has to jump on those things.

Mr. Roumy: I mean if you see someone in a pool that doesn't belong you would go and ask them. It's not going to take him away from his job. If he sees someone playing tennis at 8:00 a.m. that doesn't belong here, it takes him two minutes to go and ask him for credentials.

Mr. Szewczyk: But again, okay. We have a new company coming in with the idea of having control access happening. It can't all happen at once.

Mr. Roumy: Yeah, but in the meantime, I'm talking about until we get the access control.

Mr. Szewczyk: I think part of the problem we've had in the past is that our maintenance guy has had to be sitting in the office covering things while other things were going on. The maintenance guy has to be doing maintenance.

Mr. Roumy: Well, I disagree with you but it's okay.

Mr. Szewczyk: So, we can agree to disagree.

Mr. Roumy: Well, I mean if the guy is here and someone is in the pool.

Mr. Szewczyk: But I don't want him starting to get tied up with doing that type of work rather than what he's hired to do. Okay? Then we can turn to WTS and start looking at adjusting hours, but let's get them on board and then working first.

Mr. Roumy: Alex, have you had this experience before with other communities?

Ms. Murphy: Yeah. We've had times where we don't have office staff, but there are other staff members. I think you can ask staff members to assist with that, but as mentioned, it's not necessarily always going to be the priority and they will miss those things because they're doing other projects. So, to commit to say that they're going to catch every single person before 10:00 a.m., I don't know that we can fairly say that if they're working on maintenance projects.

Mr. Roumy: I have experienced people in the pool. I have experienced people playing tennis. I even got into the big shouting match with people on the tennis court at 8:00 a.m. on Sunday. I don't have to go through this. No residents have to go through this. So, if the maintenance guy is around and he sees someone different there, he should ask a question. It doesn't take much to take him from his job.

Ms. Murphy: Yeah, I understand that.

Ms. Adams: Supervisor Roumy, I think all of the Board Members agree that access control is a priority and having a system implemented is a priority. So, we all understand the need to safeguard the facility. We don't want any resident or Board Member in a position where they're confronting others.

Mr. Roumy: I'm with you 100%, but in the meantime, until we get the access control, someone has to have an extra eye on the pool, on the tennis courts and so on and so forth. That's my opinion.

Ms. Murphy: Yeah, I understand that and I think we would empower every staff member to have eyes and ears on enforcing policy. I just think there's always going to be hours where there's no staff here to have eyes and ears on every single situation.

Mr. Roumy: Thank you.

Ms. Adams: Are there any other comments on Exhibits B or C at this time? Otherwise, Sarah does want to walk Board Members through some of the areas that have been updated for this agreement?

Ms. Sandy: Yes. The first area that I wanted to point out to the Board is Section 4A. Mostly what I'd like to point out here, is you see there's a lot of language that has been struck through, taking out that WTS would be providing any payroll report or timecard. This is what I alluded to earlier, that it is an all-in fee. So, if there are a few hours that are not worked or there are a few additional hours that are worked, we're not doing a true-up process for that. The District is not getting charged additionally and we would not be getting a credit. The idea is that

WTS are providing a service based on what we've provided in this agreement and the Scope of Services that committed to descriptions and hours, based on that amount shown for each year. So, I just wanted to see if the Board had any questions, especially if receiving a credit for the hourly wage for the person that was not here. It works both ways in terms of credit or additional amount charged. Now, to provide an answer to a question previously, if there is a material change in the number of hours that we're looking for going forward. That's something that we would address through a contract with them. So, unless the Board has any questions on that, under Section 4B, I just updated the language to make it a little bit clearer for the terms of the agreement. We'll have the initial term which will run December 1st through November 30th of next year, followed by three additional one-year renewals. Again, as we talked about that first year, the right to terminate would be limited to for cause. In the subsequent year, we can either choose not to renew the agreement or we would have the additional right to terminate without cause with a 90-day written notice. We're not obligated to renew the contract for Year 2, Year 3 and Year 4, but of course, we would have to provide notice that the Board decided not to renew it.

Mr. Szewczyk: Is there a time period that we have to say that we're not renewing? Does that have to be done within a certain time frame of the contract?

Ms. Sandy: I don't believe we actually have a time in here. Sometimes, let's say, is up for 30 days or something along those lines in regard to renewal. I don't believe that we have that in here.

Mr. Szewczyk: So, should we?

Ms. Sandy: As a professional courtesy for our protection or for WTS?

Mr. Szewczyk: For both.

Ms. Sandy: It's not a terrible idea. I mean, it's how we ended up in this situation that we have now. So, yes, we can certainly add that.

Mr. Szewczyk: I would like to see something like that added to the section. I think it protects both WTS and Lakeside. It will prevent, like you said, what we're going through right now.

Ms. Sandy: Okay. Absolutely. After Section 4B, the next section I would call your attention to is Section 5O, which is on Page 5. It can be a standard provision for the amenity management contract. It's basically an agreement that the District will not hire the employees

that are working on site within a year after the agreement is terminated either by the contractor or expires.

Mr. Roumy: Would it stand in court, if someone wants to be hired here in less than a year? What do you think?

Ms. Sandy: I don't know a reason to think that it would not, it's a non-complete. It would be based on fact and circumstances, so it's hard for me to speculate. I'm comfortable with what we have provided here. Specifically, it does not apply if the agreement is terminated by the contractor without cause or after the expiration of the agreement.

Mr. Szewczyk: So, it would be like we were canceling the contractor, but we want to hire all of their people.

Ms. Sandy: We would hire all of the people that they trained and put onsite.

Mr. Szewczyk: Okay.

Ms. Sandy: We're going to hire them and cut out the middleman. The way this provision is, sometimes there are buyouts that can be negotiated after an agreement like this is terminated or expired.

Mr. Roumy: Let's assume that we are not going to renew the contract, but we are very happy with the people that we have. We cannot hire those people for one year. Right?

Ms. Benjamin: Why wouldn't we renew the contract if we were happy with the people though?

Mr. Roumy: If you are not happy with WTS, but we're happy with the people that works for WTS, alright, then we are tying our hands and it's not fair for the people who works here.

Mr. Szewczyk: But I think in that instance, I certainly don't want to get into the hiring business and have a Human Resource Department under Lakeside. We would be hiring another management company and hopefully the management company would be kind of like what has happened here and release those people to give them the opportunity to be hired by the company.

Mr. Roumy: According to this, they cannot be re-hired for one year.

Mr. Szewczyk: By us.

Ms. Benjamin: By us.

Mr. Szewczyk: But we are not in a hiring business. We'd be hiring the management company.

Mr. Roumy: That's fine.

Ms. Sandy: Correct. If there are no other questions or issues on that provision, Section 7 is in regard to what WTS has termed, "*Specialty Services*." That's the term that is further defined in the Scope of Services. It refers to certain programming that will be provided by the District through WTS, like tennis lessons. So, there is revenue sharing provision that we've had in place with Vesta as well. The changes that were made here were at WTS request. They wanted to simplify, be a little more specific about the type of programming that this would apply to in terms of the specialty services. Additionally, this is something that I'm going to break down a little bit more. Tricia did point out that the District would receive 10% of all net program revenues that are received. I think you've had experience in the past where it's actually 10% of gross program revenues. I'll go back to WTS and confirm with them what has been their experience, whether gross or net. I think it's going to be a small number either way. Really, it's more in terms of documentation purposes, how that would work on their end. The idea here is that it specifies that WTS provides certain programming at a certain price that the District doesn't have to necessarily come out a pocket and cover because the fees paid for would cover that. The District would receive a small portion of the revenues that would be coming in. In return, they do have the right to offer those specialty services at the amenity facility. If they do not have somebody that would provide these services directly from WTS, they can hire subcontractors and there is a form agreement that is attached, which is Exhibit D. That is the form agreement they would use to hire that subcontractor. Again, I'll pause here and ask if anybody has any questions. I'll be happy to answer them.

Mr. Szewczyk: The compensation, you said it a few times is 10%. We're probably looking at minimal whether it'd be gross or net. We already had something close to that in place anyway, right?

Ms. Sandy: Correct. In fact, I think it was stated as 10% of the net program revenue. I think Tricia's point was perhaps it should have been all long 10% of gross, but yes, it was always 10%.

Mr. Szewczyk: Gross would be a lot easier to figure out.

Ms. Adams: Yeah.

Mr. Szewczyk: Does anyone have any questions?

Mr. Roumy: I have a question. Can we go back to the general provisions? I think Section K gives us two options. One is, the District will supply them with a credit card or WTS will go

and pay and bill the District. I think I prefer to do the latter than the first one. I think that credit card should be taken off altogether.

Ms. Sandy: Tricia, do you know currently how that is handled?

Ms. Adams: Yes. Currently, there's a debit card amount and there is an amount transferred over to debit for small purchases such as paint and maintenance supplies. That's reconciled each month by accounting staff who work for the District.

Mr. Roumy: They're giving us an option they can pay and then bill us.

Ms. Adams: Yes, Sarah just asked me how it's working now.

Mr. Roumy: Okay. I'm sorry.

Ms. Sandy: I just know from experience that often it actually ends up being the District's preference to have the Amenity Manager have a credit card with a lower limit to give them more flexibility, but I don't know what WTS preference is here. I would have to add that. We do provide those options to give flexibility. It does say, "*If the District shall prefer instead then it shall give the District the ability to give direction on this point.*" I think it's a logistical point that will need to be discussed in further detail with WTS.

Ms. Adams: One thing that sometimes is a factor, is that the District is able to make tax-exempt purchases. We provide the tax-exempt certificate to Home Depot, Lowes, etc. in order to make tax-exempt purchases. You save a little bit on sales tax if the District is making the purchase versus WTS, which would be subject to sales tax. Again, it's a Board preference matter if the Board has a strong preference one way or another. The debit card is managed by District accounting staff. They do reconcile the statement each month. There are receipts.

Mr. Szewczyk: We can set the credit limit.

Ms. Adams: Yes. There's an amount transmitted to that account each month. I don't know if it's the case here, but sometimes there's also subscription services that are associated with that. If the District does not want to have a debit card, I'll need to make sure that anything that's automatically being put on that is taken care of in another way.

Mr. Szewczyk: Like the newspapers.

Ms. Adams: Exactly. Yes.

Mr. Szewczyk: Well, I mean as long as there's a credit limit that the Board can agree on as far as a maximum they can spend, I don't have a problem with them having that ability, especially if we're going to save a little bit on taxes.

Ms. Adams: It does save some.

Mr. Sabol joined the meeting.

Mr. Sabol: Is that when the bill used to be a \$500 limit.

Ms. Adams: No. This is a debit card. It may have been a credit card at one point, but it's a debit card now.

Ms. Benjamin: It's like petty cash.

Ms. Adams: It is exactly like petty cash.

Ms. Benjamin: I think it's better for us to have that available.

Mr. Szewczyk: Yes, so do I. Well, if we leave it the way it's written, then we can still go either way, right?

Ms. Adams: Correct.

Mr. Szewczyk: Okay.

Ms. Sandy: Correct. Section 8 is the next section that I would want to point out to the Board where WTS had requested some additional changes. The goal here from WTS' perspective is they wanted to make it clear that while they provide certain routine general maintenance services to the District, they are taking the facilities as they find them. So, in terms of structural latent defects with any of the facilities, if there are items that would require a specialized knowledge to discover or know that they would not be held responsible for one, anything that is design related or related to the condition, again they would require specialized knowledge to uncover and would not be directly held responsible for making those repairs. They will be doing routine maintenance and overseeing contracts that are responsible for doing their specialized inspection, maintenance and repair. They would not be doing plumbing services or electrical, things of that nature.

Ms. Adams: Sarah, I didn't know if you would want to mention that the District's insurance provider is also reviewing this section as well as the indemnification section and may have additional comments.

Ms. Sandy: Correct. Yes, they are. In this particular section, I think what they want to make clear is that ultimately the cost for the upkeep of the amenity facilities comes back to the District. So, if there are certain maintenance lineups that are not completed, again that's not a cost that would fall on them or something that they would be held liable for.

Mr. Szewczyk: So that would really fall into this specialized repair, specialized maintenance?

Ms. Sandy: Correct.

Mr. Szewczyk: Okay. I'm fine with that.

Mr. Roumy: I have question on Section D.

Ms. Adams: "D" like dog?

Mr. Roumy: "D" as in David. "*Use of Amenities*," Section 4, Item 4, regarding contractor and subcontractor.

Ms. Adams: In the exhibit?

Ms. Sandy: Are you talking about Exhibit D?

Mr. Roumy: Yeah. I'm sorry Exhibit D.

Ms. Sandy: Can we finish with Section 8 really quick before there any other questions on Section 8?

Mr. Szewczyk: Sure. Are there any other questions on Section 8?

Ms. Adams: Okay. Bill, you're on Page 26, right?

Ms. Sandy: Page 27.

Mr. Roumy: Can you clarify what "*Use of Amenities*," with the subcontractor please, because it's vague to me. It says, "*The contractor understands and agree that the amenity manager option, the contractor may...*"

Ms. Adams: I think what this is saying is, for example, if there's swimming lessons, the Amenity Manager has the discretion to identify the portion of the pool that would be used for swimming lessons and the portion of the pool that will be used for open swim.

Mr. Szewczyk: Okay

Mr. Roumy: Okay.

Ms. Adams: Sarah, did you have any comments on the "*Use of Amenities*" Section 4 beyond the example I just provided?

Ms. Sandy: No. I think that works.

Mr. Roumy: What about exclusivity by the subcontractors such as lessons?

Ms. Adams: Which section are you reading?

Mr. Roumy: It is the same section, "*Use of Amenities*".

Ms. Adams: What is your question, Supervisor Roumy?

Mr. Roumy: Let's say that Joe wants to give a lesson to someone on the pickleball courts, and we have the pro here and we have the management here. You said exclusivity by the pro, whoever is going to be here.

Ms. Adams: So, this would apply to contractors that are working through the Amenity Manager. The Amenity Manager has discretion to say that they may or may not have exclusive use of the area. This is where it says, *"At the Amenity Manager's option, the contractor may not have the exclusive use of the amenity area where the lesson, activity or program is being provided."*

Mr. Roumy: So, anyone can give any lesson to anybody?

Ms. Adams: No.

Ms. Sandy: No. For the specialty services, which is defined on Page 22 of Section 7 of Exhibit 8, WTS has the exclusive right to offer those specialty services. They include group exercise classes, aquatic programming, specialty sports program, personal training instruction and arts and crafts program.

Ms. Chichelli: So, everything has to go through the Amenity Manager?

Ms. Adams: Yes. There's an agreement in place with WTS for these contractors and they schedule with the amenity management company.

Mr. Roumy: Let's assume that the owner...

Ms. Sandy: That's only if they aren't offering those specialty services then obviously there is no exclusivity there because it's not being offered through WTS on behalf of the District.

Mr. Szewczyk: Okay. So, using Bill's example, if I wanted to give or somebody wanted to give me pickleball lessons and I was going to pay for those lessons, if WTS was not offering that program, that person could do it, correct?

Ms. Adams: I think that might be addressed in our Amenity Facility Policies.

Mr. Szewczyk: So, they wouldn't be able to do it unless it was approved by WTS anyway?

Ms. Adams: I would have to refer to the Amenity Facility Policies, but oftentimes it addresses in their professional lessons, professional fitness trainers, etc. I don't know off the top of my head.

Ms. Chichelli: So, if your friend wants to teach you.

Ms. Adams: That's different than professional services.

Mr. Roumy: So, you can do it if you're not a professional? Let's say John is my friend, and he wants to hit the ball with me at the tennis court and I'll give him some tips and do this and do that and practice with him.

Ms. Adams: You are talking about two residents?

Mr. Roumy: Yeah.

Ms. Adams: Playing together?

Mr. Roumy: Yeah. There's no problem?

Ms. Sandy: No. So, if WTS is offering pickleball court lessons and somebody else came to the District, another random third party and said, "*I would like to offer pickleball lessons using your court if people can come to me and I can provide those services using Lakeside Plantation's courts,*" that would not be allowed.

Mr. Roumy: That's fine. What about tennis? Can two residents or two members teach the other or teach four people?

Ms. Adams: I think when you use the word, "*Teaching,*" you're implying that there's an exchange of compensation and that's what crosses the line. That's not allowed.

Mr. Szewczyk: So, do we need anything in there regarding monetary compensation?

Ms. Adams: No. I think Bill is just asking for clarification for his own knowledge.

Mr. Sabol: As long as there are no monetary changes, nobody is paying anybody, that is like a friend of a friend and the courts open, you do it.

Ms. Adams: Right. Two residents playing together is fine. For the record, I just want to note that Supervisor Sabol joined the meeting during the discussion of the agreement for Amenity Management Services and any Board action will include his participation.

Mr. Roumy: I have a question for Alex. In the scope, you mentioned WTS daily activities. Does WTS have a schedule of activities? What is WTS' daily activity?

Ms. Murphy: I think it's referring to all of the programs and activities that we would provide in any given day. We don't have a set newsletter calendar yet, but we will in advance once we start.

Mr. Roumy: Because that was omitted from your contract. That's why I'm asking the question.

Ms. Murphy: You'd have to point out the section that you're referring to.

Mr. Roumy: You re-word it in different ways.

Ms. Murphy: I did not change the contract. That would have to do with the attorneys.

Mr. Roumy: It grabbed my attention on activities WTS provides.

Ms. Murphy: Could you name the section?

Mr. Roumy: Scope 2.2 or under Section 13.

Ms. Adams: Page 16.

Mr. Roumy: Section 2.2, "*Key Personnel.*"

Ms. Adams: Contractor's duties?

Mr. Sabol: What page are you on Bill?

Mr. Roumy: Section 2.2, "*Key Personnel: The contractor would provide a Community Manager who is knowledge of the contractor's daily activities when performed at the site.*" You should change, "*WTS daily activity*" to "*Contractor's daily activity.*"

Ms. Sandy: In the agreement, the contractor is defined as WTS.

Ms. Adams: So, it's synonymous.

Mr. Roumy: Can we ask questions to WTS?

Ms. Adams: Mr. Chairman?

Mr. Szewczyk: Let's try to deal with the contract itself. So, Sarah, if you can continue. I think we left off where your last comments were about Section 8 and bring us to the next section we need to concern ourselves with.

Ms. Sandy: The next section is Section 11, "*Termination,*" which we already spoke about. I haven't heard any concerns or questions in regard to the revised termination provisions. So, if there are none, I'll move on to Section 12 regarding insurance. As Tricia mentioned, we sent this over to our insurance agent to see if they have any additional comments. So, it may be updated based on comments received from them. Otherwise, there were just some minor changes regarding additional charges and how they would be paid, which weren't too concerning to me. In Section 13 regarding indemnification, a change was made in terms of the contractor's act or omission in regard to what they were indemnifying, hold and defend the District for. They wanted to just clarify that in regard to, a permit license certification consent or what's required to be obtained. Essentially, the permit had to be held by specifically the District and the District did not act to get that permit. They just wanted to clarify that if the District did not do the actions that were required on their end, they would not be held accountable for that, which I am uncomfortable with. It looks like they did add a provision that says that the District would

indemnify the contractor for complains and liability judgments out of the condition of the building or facilities, except where those conditions were caused by the contractor. This relates back to that section before, care of the property, in regard to the WTS, the responsibility for general routine maintenance verses specialized maintenance. If there is a claim for the condition of the property, that covers some kind claim to be followed against the contractor that the District would indemnify the contractor against it. I think that one example would be a bench that wasn't properly installed against the wall, it falls, a person gets hurts and files a complaint against the contractor, against WTS; however, WTS was not the one who installed the bench. So, the District would defend and indemnify the contractor for that situation.

Mr. Szewczyk: Just to play through a scenario, what happens if this said bench becomes unstable due to WTS not following through on regular maintenance? I would assume they are no longer indemnified.

Ms. Sandy: Correct. That would be the exception as such conditions were caused by contractor. That will fall under that provision.

Mr. Szewczyk: Okay. Are there any other comments regarding Section 12?

Ms. Benjamin: No.

Mr. Szewczyk: Sarah, please continue.

Ms. Sandy: That actually covers all of the changes to the contract itself. The Scope of Services shows in the track changes version as all being new, but that was because it was inserted. For the most part, there were very minor changes that WTS made to the Scope of Services. There were few sections again regarding the maintenance provisions that they clarified to be routine maintenance. Then the specialty maintenance would be something that they were overseeing a third party doing. The fact is that they made very few changes to the actual Scope of Services. There is actually one additional. Section 6 under Exhibit H, talked about response time. We had previously had in there that the contractor would provide services or respond to our request for service within 24 hours. They had changed that to five days, except in an emergency situation. So, I just wanted to clarify that if it's a non-emergency issue, they would be held to a 24-hour response time.

Mr. Szewczyk: Who defines what an emergency is?

Ms. Sandy: I think that we have not provided an actual definition for emergency in here. We certainly can add one if the Board feels it's necessary. I think we should probably trust WTS

to use their judgment on when something is an emergency or not. If that's not something that we think that they can use their judgment on, we can add a definition in here, but then I question more generally if the Board trusts they are qualified.

Mr. Szewczyk: Well, we either have to leave it up to WTS or put something in there that if it becomes a safety hazard, whatever the incident is, has the potential to cause a safety hazard, then that would be...

Ms. Sandy: For significant damage.

Mr. Szewczyk: So, maybe we don't necessarily have to use the word, "*Emergency*," but instead use "*Significant damage*."

Ms. Chichelli: Can we have something from WTS at least to what they think is an emergency or not?

Ms. Adams: The thing is that some things are unforeseeable. I had a District that had a sinkhole in the middle of the road and that certainly wasn't on any documentation anywhere. So, to Sarah's point, when there is an emergency, we have to some extent trust that they'll respond accordingly, whether that's a physical emergency or otherwise a maintenance emergency.

Mr. Roumy: Or the gates are in the pool.

Ms. Adams: That's an emergency.

Mr. Szewczyk: Do we want to leave the language as is and it's up to WTS to determine whether it's an emergency or not or do we want to see some language regarding potential significant loss or safety issue in there? I don't think there would be a problem. In fact, it would narrow the scope that you would have to deal with as far as what would fall under there. How does the Board feel about that?

Ms. Chichelli: I think we should add it.

Ms. Adams: I agree.

Ms. Benjamin: I think it will add a layer of protection.

Ms. Sandy: I can ask.

Mr. Szewczyk: Sarah, I think that the Board would like to see it. Just clean up the language regarding that just to protect both sides.

Ms. Adams: Qualifying an emergency.

Ms. Sandy: Okay.

Mr. Sabol: Joe, if there's an emergency and you let a new company make a decision, shouldn't they be notifying someone right away to a Board Member somewhere?

Ms. Adams: Yeah, their management.

Mr. Sabol: So, there should be something in there.

Mr. Szewczyk: Well, when an emergency is declared, their higher-ups are notified.

Mr. Sabol: Right.

Mr. Szewczyk: Then their higher-ups need to notify either the Chair or the Vice Chair to at least make someone aware of what was going on.

Ms. Adams: They usually communicate with the District Manager who communicates with the Board Members.

Mr. Szewczyk: Okay. As long as there is a procedure in place, I think we're okay there.

Mr. Sabol: I think if that's an emergency, but we don't find out four days later.

Mr. Roumy: Let's give you a scenario here; you come here on Sunday morning 8:00 a.m. and there is a croc in the pool.

Ms. Adams: Call 911.

Mr. Roumy: I'm not going to call WTS?

Ms. Adams: No. It's always appropriate for a resident to call 911 in an emergency circumstance. Yes.

Ms. Sandy: I've gone through everything that I wanted to point out to the Board, but certainly if you have additional questions, please ask.

Ms. Adams: So, what we're looking for in terms of Board action is for the Board to approve the Amenity Management Service Agreement in substantial form subject to the input that the Board provided tonight and further clean up from District Council, further input from our insurance provider based on mutual agreement with WTS.

Mr. Szewczyk: I wonder if you want to repeat what she just said about the motion.

Ms. Sandy: I think the Board could approve it in substantial form subject to finalization by District staff.

On MOTION by Ms. Chichelli seconded by Ms. Benjamin with all in favor the Amenity Management Service Agreement with WTS International in substantial form subject to finalization by District staff was approved.

Ms. Murphy: Thank you.

SIXTH ORDER OF BUSINESS

Other Business

Ms. Adams: Is there any other business? Hearing none,

SEVENTH ORDER OF BUSINESS

Supervisor's Requests

Ms. Adams: Are there any other Supervisor requests? Supervisor Roumy mentioned that he has questions for WTS. Mr. Chairman, would you like to open that discussion up?

Mr. Szewczyk: Sure.

Mr. Roumy: Are you going to hire a Managing Director or Facility Manager?

Ms. Murphy: Yes, sir.

Mr. Roumy: What's are his or her qualifications?

Ms. Murphy: Do you mean of the individual or in general?

Mr. Roumy: The individual.

Ms. Murphy: We're still in the process of recruiting and interviewing, but we believe we have a final candidate. Are you talking about their specific background?

Mr. Roumy: Yes. Their background, their experience. What do you look for you when you hire somebody?

Ms. Murphy: We look for obviously, supervisory experience of managing staff. We look for typically hospitality, recreation type backgrounds are what we home in on. We look for event management and program management experience. We look for, of course, customer service experience. That is the top experience that we are looking for.

Mr. Roumy: How about dealing with subcontractors?

Ms. Murphy: Yes. That's another item which would be facility operations, overseeing vendors, maintenance employees, that sort of thing. That's on the list as well.

Mr. Roumy: Because in the past we had failure over failure about getting bids for certain jobs that are done right or not done right. Who is going to do that? The Managing Director?

Ms. Murphy: We're using the title, Lifestyle Director, Amenity Manager, it's the same thing. They will oversee building, maintenance operations, maintenance role, vendor contracts. I am an Operations Director. I'm a Portfolio Manager. I have a number of accounts. I'm located in

Tampa. I come regularly for site visits. I oversee that. I'm quite hands-on in my involvement with the director and the team on-site, so there's that additional involvement as well.

Mr. Roumy: Did you take a tour to our facility?

Ms. Murphy: Yes, I did.

Mr. Roumy: What do you think we should do? What's pressing and not pressing?

Ms. Murphy: I've done a couple of brief walkthroughs. I would agree with the Board about the access system and the camera system. I think that that's top priority. That was probably one of my first thoughts when I came and walked through without knowing that it was already in conversation. I had some questions about the bocce courts and that surface. That stood out to me. In general, I thought landscape seemed to be okay for the most part. Just in general, you can tell it's an older building and there is general wear and tear. Those are a couple of things that stood out to me.

Mr. Roumy: Did you meet with the people that works here right now?

Ms. Murphy: No. So far, I've only had the chance to meet with Courtney.

Mr. Roumy: What about the maintenance staff?

Ms. Murphy: I have not. Not yet.

Mr. Roumy: What's your plan?

Ms. Murphy: We've already had positions posted for recruiting the day after we found out that you had selected us. So, we jumped right on that and we've begun recruiting. We've had some phone screenings, but we're still trying to recruit. We have opened the door to the current employees with the approval of the current management company and we'll allow them to apply and go through the interview process. The Lifestyle Director position was number one priority. Maintenance and the Assistant Director are full-time positions. Those are the next two high priorities.

Mr. Roumy: In the past, Vesta never promoted volunteers to come in to do social events. They didn't engage with the community. What's your feeling about that?

Ms. Murphy: Yes, I think that that's incredibly important. I think there's many different ways we can go about it. Are you talking about engaging the residents or actually utilizing them as volunteers or both?

Mr. Roumy: Using residents as volunteers. You have a lot of experience around here.

Ms. Murphy: Yeah. We're open to that depending on what it is?

Mr. Roumy: Are you open or you promoting?

Ms. Murphy: Are you referring to hiring residents?

Mr. Roumy: No. Residents to help you in social events.

Ms. Murphy: Yes. We're 100% open to that.

Mr. Roumy: Sub-committees?

Ms. Murphy: Yeah. We're open to cultivating those relationships among people throughout the community in terms of whether it be starting an advisory group or just having an open roundtable once a month or coffee with the director. It's really up to the residents. Do they just want to speak to the director and provide suggestions? Do they want to help set up and plan a theme on what type of entertainment they want for an event? I think there are various levels. In some communities, it's hard to get volunteers. In others, it's not. So, it just depends.

Mr. Roumy: We used to have a lot of volunteers here in the past.

Ms. Murphy: Yeah. We're, of course, open to it.

Mr. Roumy: Now there are no volunteers.

Ms. Murphy: Yeah, we're definitely open to it and can communicate that we are open to it. Did that answer the question hopefully? Just one more thing I will say. We have had varying degrees of involvement from volunteers. We have had formal Social Committees and Advisory Groups. We also might have just a committee for one big event. So, for a very large-scale Fall Festival, we may have a committee or a group of resident volunteers just for that event to help plan and coordinate. So, there are different levels that we're comfortable with.

Mr. Roumy: Is it going to be in your newsletter whenever you need volunteers?

Ms. Murphy: Possibly newsletter or e-blast. I don't think that we've determined exactly how we would communicate that out, but yes, we would make it aware.

Mr. Roumy: What was your experience in the past with other communities? How did they do?

Ms. Murphy: How did they utilize resident volunteers?

Mr. Roumy: Yes.

Ms. Murphy: Many communities are different in different ways. We have several communities, particularly 55 plus, the most popular is to have a Social Committee and Advisory Board, whatever you want to call them. In other mixed-age communities where you've got a lot more working people, like I said, we may just have volunteers. We might have high school

volunteers that help run the games at Harvest Fest on that particular day. It really runs the gamut. It depends on the community. We have to get a feel for that.

Mr. Roumy: So, you're going to start December 1st?

Ms. Adams: That's the plan.

Mr. Roumy: What's your plan in controlling people playing tennis or going to the pool before we get this access control system? What's your plan?

Ms. Murphy: We would empower all staff members on duty to do hourly walk-arounds. We'd like to do utilization counts to track how many people are using what areas at what time of day. It also gives us the opportunity to get out, meet and greet people, especially coming in with the new team members. Then we would use that time to address any issues that we see when we're here.

Mr. Roumy: Every month they used to publish who paid for tennis memberships. I don't think it's up to date. Correct if I'm wrong.

Ms. Murphy: It is on the computer and Juan used to put it on the board at the courts.

Mr. Roumy: They came up with a card system, but they all look alike. So, the person who is a member for a month is like a member for six months.

Ms. Murphy: Okay.

Mr. Roumy: I think this is wrong. It should be different colors.

Ms. Murphy: Yeah. You're speaking specifically about the tennis membership.

Mr. Roumy: Yes.

Ms. Murphy: We can explore solutions and make recommendations on other alternative systems for tracking, but again, not to harp on it by going back to the access system. I don't know if you're considering fobbing the tennis courts, but it will help tremendously.

Mr. Roumy: We raised our fees as of October 1st.

Ms. Adams: Correct.

Mr. Roumy: So, I think you have to follow through memberships.

Ms. Murphy: When we come in, we can do a tracking and cross-referencing current membership status and things like that. If that's what you're asking.

Mr. Szewczyk: Well, I think it's important that you get your manager and maintenance people in. I'm sure the manager will have input on who the other personnel would be in the office.

Ms. Adams: The ideal situation is that they would be involved.

Mr. Szewczyk: I think Bill brought up a lot of good points that might have to be looked at in the interim because I know we're not going to have an access system before the new year. Just little things to keep things rolling toward an access system.

Mr. Roumy: What I would like to see from WTS is a list of long-term projects and short-term projects that should be published, so at least everybody knows what's going on.

Ms. Murphy: Yes. We actually provide a Monthly Client Report, which is a summary of everything that we've done that month, all the projects that we're working on, plans of action. We provide that to the Board and oftentimes, if the Board approves, we'll present that at monthly Board meetings.

Mr. Roumy: With the maintenance personnel that you have, you should have a list of long-term projects like painting this room next month and a car wash next month. I would like to see that because no one knows what's going on. You can see our maintenance guy walking around.

Ms. Murphy: We have several sites where we implemented something like that when we have a maintenance employee. It's a daily, weekly, monthly and then one-time projects. It's something we update on a weekly basis. Even in some cases we do weekly reports for our clients, if that's something you'd like to see, but this is more of a detailed spreadsheet that I'm referencing like you mentioned.

Mr. Szewczyk: I think what Bill is referring to is we've had various management companies here and we have asked each of them for a sheet of paper that says, "*These things are done daily, these things are done monthly and these things are done weekly.*" So, that nothing is getting missed, which would fall in with somewhat stipulations in the contract about what are you maintaining. Eventually, we would like to see that. If it involves a walk-through with different members of the Board at different times to say, "*We have got to turn over the mulch in that kid's playground on a quarterly basis and we've got to do this and we've got to do that.*"

Ms. Murphy: We may rely on Board Members for some of that history.

Mr. Szewczyk: Then eventually come up with that list, so we can see. We've been asking for years. What is that person doing on a daily, weekly, monthly, quarterly basis? It sounds like you would be prepared to provide that.

Ms. Murphy: We are completely open to provide that.

Mr. Roumy: I'm very big in preventive maintenance. Because every time we come here, we hit with, "*This is broke, this is not working, this has to be fixed.*" Where have you been all this time? There is something called preventive maintenance. Work on it every month so it doesn't break. I'm very big on that and I hope WTS follows this preventive maintenance.

Ms. Murphy: I understand that. Yes, we wholeheartedly agree. We've obviously got to get to the right person in place and then manage that person and make sure that we're staying on top of all those things.

Mr. Sabol: Are you quite open to discussing things with the Board Members if a Board complained to you so we can discuss things? Some of the previous people did not want to discuss things. Sometimes they were open to Board Members and sometimes they weren't. I'd like to see if any Board Member comes in so you can sit down and discuss things with them. That's what I want.

Ms. Murphy: Yeah, I think we're open to it. I think sometimes it is a challenge for management and staff when we have 4, 5 or 6 Board Members with differing opinions and directives. That can be very challenging. So, we sometimes ask for a liaison. That's ideal, but it doesn't mean we're not open to listening to all of the other directives. It just sometimes makes it challenging to know.

Mr. Sabol: What has happened in the past, sometimes Board Members had involved themselves because management wasn't doing it. So, Board Members would come in and give their ideas and so forth. Board Members shouldn't have to do that.

Ms. Murphy: Sure. I would like the chance to have it addressed at a Board Meeting or by one person. If it's coming to the director and it's not being taken care of, I am also available.

Mr. Roumy: What's your plan in welcoming the new residents coming in here? How are you going to set it up?

Ms. Murphy: Like registrations and orientation type things?

Mr. Roumy: Yeah, coming in. Where we welcome them to Lakeside.

Ms. Murphy: Yeah. We have a welcome packet that we typically put together. We've taken two different approaches, depending on the size of the staff, the size of the community where we've requested appointments and we do one-on-one meetings for 20 minutes or so. We do a tour and we go through high-level policy procedures, issue access cards, talk about programming or we've done it where they can come in. Most of the time all they want to do is

get their access card and they don't want to have to make an appointment. We would follow the same approach, but we would have, anybody who within office hours who's at the front desk, be able to give an orientation. Usually, it consists of a tour, like a high-level overview of everything. Does that answer the question? Is that what you're referring to?

Mr. Roumy: Yes. Orientation.

Ms. Murphy: Yeah. We have a pretty good process that we pretty much carried through all of our sites. Sometimes, like I said, it's by appointment with the Lifestyle Director or sometimes we have, anybody who works the front desk give them.

Mr. Roumy: The reason I'm asking is, I have a neighbor who moved in two months ago. He had no idea what's going on. He doesn't know. I said, "*Go to the office and they will take you around.*"

Ms. Murphy: To some extent, half of those come to us because I don't know the system here in terms of if we're notified of closings. But if we're not notified of a new homeowner, we won't necessarily reach out to them. It would be great if property management, HOA management directs them here, which they now already do.

Mr. Roumy: However, the Resident Directory, is in your hands. Right?

Ms. Murphy: Yes, but I don't know all the details of that system.

Mr. Roumy: But you know who's coming in and who's gone from the Resident Directory.

Ms. Murphy: I'm not sure that every closing automatically goes on that list.

Mr. Roumy: The change of name, you'll know right away.

Mr. Szewczyk: That's only if they come in. The Resident Directory is voluntary. So, you are not going to have all of that information. It's not mandatory. People don't want to share that information sometimes.

Ms. Murphy: Yeah. It would really be up to property management title companies to direct them here or notify us that there's been a closing.

Ms. Adams: Bill, I think you were speaking about a new resident who was directed here. That was your example, right? You wanted to know how that resident who came to the office, how they wouldn't be received. I think that's been answered. Yeah.

Mr. Roumy: Okay. Thank you.

Mr. Szewczyk: Are there any other questions or concerns?

Mr. Sabol: When are we going to vote on this?

Ms. Adams: You just did.

Mr. Sabol: Okay, so I can't change it. I was late for the meeting and I wanted to look this over to see if I thought if there was any change, but it's too late.

Ms. Chichelli: We changed a number of areas.

Mr. Sabol: I don't know if there are any changes I want to make and I was late to the meeting, but there are maybe some things I wanted to change, but it's too late.

Mr. Szewczyk: Well, we made the motion to approve it in substantial form. So, there are still changes to be made by maybe the insurance company and legal.


Ms. Adams: There was input from Board Members tonight. There were comments from Board Members tonight that they agreed on to include in the agreement.

Mr. Sabol: Okay.

EIGHTH ORDER OF BUSINESS

Adjournment

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


Secretary/Assistant Secretary


Chairman/Vice Chairman