

**MINUTES OF MEETING
LAKESIDE PLANTATION
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Lakeside Plantation Community Development District was held on Wednesday, **October 19, 2022** at 6:00 p.m. via Zoom Communication Media Technology pursuant to Division of Emergency Management Order 22-006 in order to take necessary action in coping with the District's recovery response to Hurricane Ian.

Present and constituting a quorum:

Pina Chichelli	Vice Chair
Alan (Bud) Sabol	Assistant Secretary
Bill Roumy	Assistant Secretary
Bonnie Benjamin	Assistant Secretary

Also present:

Jordan Lansford	GMS – District Management
Paul Winklejohn	GMS
Sarah Sandy	District Counsel
Brent Burford	District Engineer
Margie Gertsman	WTS Amenity Manager
Matt Grisham	US Roofing
Ronny Dale	First Class Roofing
Chris Berry	LMP Branch Manager
Residents	

The following is a summary of the discussions and actions taken at the October 19, 2022 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Lansford called the meeting to order at 6:00 p.m. and called the roll. All Supervisors were present with the exception of Mr. Szewczyk. This meeting was being held virtually pursuant to the Division of Emergency Management Order 22-006, suspending the requirement to hold public meetings at a physical location, due to Hurricane Ian.

THIRD ORDER OF BUSINESS

Audience Comments on Specific Items on the Agenda (*Audience Comments Limited to 3 Minutes per Person*)

Ms. Lansford opened the public comment period for hurricane related items. Resident Joe Michaels asked when the tennis courts would be rebuilt. Ms. Sue Spade of 1534 Scarlett Avenue did not receive an agenda. Ms. Lansford stated that the agenda was posted on the CDD website seven days prior to the meeting. Resident Devon Poulos of Jonah Drive questioned the financial impact of the damage to the Clubhouse and was in favor of having trick-or-treating for Halloween in the community. There being no further comments, Ms. Lansford closed the public comment period.

FOURTH ORDER OF BUSINESS

Audience Comment Tracker

There were no comments or questions from the Board on the audience comment tracker.

FIFTH ORDER OF BUSINESS

District Engineer

A. Consideration of New Rate Schedule for FY23

This item was tabled to the November meeting.

SIXTH ORDER OF BUSINESS

New Business Items

A. Blooming's Update

B. Consideration of Proposals from LMP

C. Consideration of Palm Removal – Joshua Tree

D. Ratification of Landscape Agreement with LMP

These items were tabled to the November meeting.

SEVENTH ORDER OF BUSINESS

Business Administration

A. Approval of Minutes of the September 21, 2022 Meeting

B. Approval of Check Register

C. Balance Sheet and Income Statement

D. Special Assessment Receipts Schedule

These items were tabled to the November meeting.

EIGHTH ORDER OF BUSINESS

General Audience Comments

This item was tabled to the November meeting.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. District Manager

1. Hurricane Ian Update

a. Hurricane Ian Damage Report

Ms. Lansford presented the Hurricane Damage Report, which was prepared by Ms. Murphy and Ms. Gertsman and provided to the Board via email. Ms. Murphy reported the following:

- The Clubhouse had severe roof damage. Staff immediately tarped the roof to prevent further damage.
- The interior of the Clubhouse had water damage. The process of water mitigation started and a scope of work for reconstruction was being provided. Once received, they could discuss how to proceed.
- The card room was being evaluated to be reopened since most of the damage was in the main room.
- The pool was reopened as there was minimal damage.
- The tennis courts had the most damage. Welch was onsite today to assess. The major issue was removing the fallen lights and Ms. Gertsman was anticipating a proposal to engage an electrician to remove and replace the lights safely, which was covered by insurance. Once the lights were removed, the courts could be reopened as long as they were playable.
- Welch was going to evaluate the bocce court due to the loss of turf.

Mr. Roumy questioned the time frame for repairing the tennis courts. Ms. Gertsman stated that Welch was behind to do the courts properly and the start date to get the repairs completed and open the tennis courts, would be early next year, unless they could find someone comparable. In the meantime, they were engaging an electrician and fencing companies. In the meantime, Court 3 could be reopened as soon as the pole was removed from the fence and additional material was placed on the court and would keep the community updated. Mr. Roumy requested that Ms. Gertsman send an email to all members of the Tennis Club regarding the status of the tennis courts.

b. Ratification of Invoices Related to Hurricane Ian Damage (to date)

i. LMP Debris Clean-up

Ms. Lansford presented a proposal from LMP for debris clean-up and reported that staff met with EGIS, the District's insurance company, about what was covered under the insurance. The District spent \$7,765 for debris clean-up and an additional proposal was received from LMP for additional Palm tree clean-up in the amount of \$26,500. According to EGIS, debris removal was not a covered expense, but anything that was currently insured, such as the roof restoration, would not be able to go through the Federal Emergency Management Agency (FEMA).

c. FEMA Claims Discussion

Mr. Winklejohn provided an overview on the FEMA process. Under the general principles, the first 30 days that a government provided for life safety and health services such as moving debris out of roadways and sidewalks, was easily reimbursed, which could be extended to 90 days. Restoration work, debris hauling or picking up fallen trees were not insured and must match the Federal procurement guidelines for bidding. If the District had a threshold of expenses that they could afford, he recommended not filing a FEMA claim, as it could be defunded in the future. Another option was going through a county or city grant program.

Ms. Chichelli asked if debris removal was covered. Mr. Winklejohn recommended using the city or county for removal. Ms. Lansford stated that the District was on a county list to have debris removed and it was a matter of time until they were onsite. The Board could either approve the \$26,900 proposal to have the debris removed or wait for the county or FEMA to come onsite. Ms. Chichelli preferred waiting for the county to come onsite. Mr. Berry of LMP clarified that the \$26,900 covered the staking of palms that were leaning and flush cutting Washingtonians, Oaks, Medulla and Cabbage palms that fell down and/or leaning that were not worthy of saving or deemed a safety issue. Ms. Gertsman suggested having LMP move the debris by a truck to Sycamore Street for \$200 per hour until the city could pick up the debris. Mr. Roumy questioned whether the proposal covered stump removal. Mr. Berry replied no, but they could do it for \$45 per hour. Ms. Chichelli questioned how far down the community was on the list for the county debris removal. Ms. Gertsman stated there was a long list and no way to track it. One District was on the list for two weeks. Mr. Winklejohn suggested documenting with before and after photos. Mr. Roumy asked if the District could get approval from the city to pick

up all of the stumps and branches in one location. If there was a central location, Mr. Winklejohn suggested confirming with the city that it was an acceptable location in advance.

Ms. Lansford confirmed that the proposal for debris removal was \$30,175; an additional \$200 per hour to flush cut and \$45 per hour for stump removal. Mr. Berry estimated \$100 to \$120 per hour for stump grinding and \$250 to \$275 per hour for an excavator. Mr. Roumy questioned the amount in the Capital Reserve Fund that was available for this expenditure. Ms. Lansford confirmed that there was \$107,000 unspent in the General Fund at the end of September 30th and \$80,000 in the Capital Reserve Fund; however, there were unpaid invoices in the amount of \$15,000. The District would start receiving funds in November from assessments. Mr. Winklejohn did not see much that was FEMA eligible. The District could get \$10,000 or \$15,000, but it would take five years to receive. Ms. Chichelli questioned the insurance deductible. Ms. Lansford confirmed that it was 5% of the Amenity Center or \$50,000 and \$10,000 per occurrence. The value of the Clubhouse roof was \$638,000 and would cost \$31,900 to repair. Mr. Roumy asked if they could seek FEMA reimbursement. Ms. Lansford stated that FEMA deny it, since it was insured by EGIS. Mr. Roumy questioned the priorities of the District. Ms. Lansford listed the priorities as: 1) Clubhouse roof repair, 2) Landscaping and 3) Tennis courts.

d. Proposals for Approval

i. Roofing Proposals

- 1. Consideration of Proposal from First Class Roofing**
- 2. Consideration of Proposal from US Roofing (*to be provided under separate cover*)**

Ms. Lansford introduced representatives from First Class Roofing and US Roofing, which were recommended by the EGIS. Mr. Ronny Dale, of First Class Roofing explained that they assessed the roof and took measurements. They would remove and replace all of the shingles, apply a peel-and-stick underlayment to the Clubhouse roof and repair the pool pavilion. There would be a 50-year manufacturer warranty on the shingles and 25-year workmanship warranty. Mr. Roumy asked if the gutters could be saved. Mr. Dale stated that the gutters were in good condition. Ms. Lansford questioned whether the wood repair of \$45 per sheet and \$4 per linear foot was included in the \$78,297 or an additional charge. Mr. Dale confirmed that the wood repair was not included in the proposal but estimated \$5,000 on the high end. He would

not know definitely until the wood was exposed. The pool deck must have new decking, but it was a small area.

- e. **Ratification of Invoices Related to Hurricane Ian Damage - to date**
 - ii. **Tarping for Clubhouse**
 - iii. **Property Restoration Agreement with Signal**
 - iv. **Innotech Construction Services – Pergola Repair**

Ms. Lansford reported that EGIS recommended First Class Roofing tarp the clubhouse and an invoice in the amount of \$4,000 was included in the agenda package. Ms. Chichelli asked if the District could request reimbursement from FEMA. Mr. Winklejohn noted there were grant programs or FEMA claims for tarping. Mr. Dale believed that the insurance company would cover 90%. Ms. Gertsmann asked if the \$4,000 would be deducted if the Board chose First Class Roofing. Mr. Dale stated it would be covered on the insurance.

Mr. Matt Grisham of US Roofing provided two proposals: one for \$122,281 and one for \$137,000. They bid a triple laminate shingle, the current material on the roof, which was a luxury grade shingle that was more expensive than a traditional standard laminate shingle. Roofing comes in square footages, with a price per square foot from the competitor; however, they were bidding on a completely different product and his price would be substantially different versus bidding the same product, but similar to First Class Roofing, they used a peel and stick underlayment and there would be similar components. They would replace all of the ridge cap shingles, where the roof facets meet at the top as well as all of the metals, the ventilation system, drip edge and gutter aprons. Gutters was not included, but the current gutters were usable. The back pavilion was also included, along with the same warranties as First Class Roofing. Ms. Lansford stated that the insurance deductible was \$31,900, but anything above and beyond would be covered by the District's insurance. Mr. Grisham explained that for a \$100,000 roof, the insurance would only pay \$40,000, meaning that the District must pay \$70,000 upfront, but once it was paid, the insurance company would reimburse \$30,000.

Mr. Grisham asked if Signal Restoration (Signal) repaired the interior of the Clubhouse. Ms. Lansford stated that the District signed an agreement with Signal. Mr. Grisham indicated that Signal owned US Roofing, who was considered the nation's largest roofing contractor. Ms. Lansford stated that Signal was recommended by the District's insurance company. Mr. Grisham

offered to resubmit a proposal once they had the specs. There were different options to replace the roof with a product that would be more cost conscious for the HOA. Ms. Chichelli questioned the lining between the roof and the wood. Mr. Grisham proposed a peel and stick underlayment that was good for high temperatures, was better than asphalt felt and extended the life of the shingle.

Mr. Roumy questioned the following:

- *What is the wind mitigation for designer shingles compared to regular shingles?* Mr. Grisham explained that they both had a 130 mile-per-hour to 150 mile-per-hour rating, but there was nothing hurricane or hail proof. Laminate shingles were the best option to combat future weather events.
- *Are you using the regular single or ridge cap shingles?* Mr. Grisham stated that a standard ridge cap shingle would be used, but there was an upgrade to a designer high-profile ridge cap, which he did not recommend, as it would not perform better.
- *Do you replace all of the flashing on the roof?* Mr. Grisham confirmed that all of the flashings were completely removed and replaced if needed, but it was hard to foresee this because there was no way to know if it needed to be replaced until the roof was removed. If it was needed, a Change Order would be presented to the Board.
- *Are you replacing the roof ends?* Mr. Grisham stated the estimate included replacing the roof ends with turtle vents, but there were some options, such as using a product called Ridge Vent to ventilate the air from the attic directly to the ridges. Ms. Chichelli requested that Mr. Grisham inform them if there was the need for more vents. Mr. Grisham stated that it was covered in the District's insurance policy as part of the loss as a supplement.

Mr. Roumy thanked Mr. Grisham for answering his questions. Mr. Grisham appreciated the business. Mr. Dale clarified that they were using a designer shingle to keep the same look, which included a warranty for 15 years for any wind speed, but there was an upgrade for a presidential shingle. They also ventilated the ridges and replacing all of the flashing. Ms. Lansford pointed out with the District's insurance deductible of \$31,900 minus \$4,000 for the tarping, the remaining amount was \$27,900, regardless of the vendor, that the District would

have to pay upfront. Their company was considered a master elite contractor and had a warranty that many companies did not have.

- *How soon can you get started?* Mr. Dale could get the materials within a week and installed within two weeks. It would take a week to a week-and-a-half to install completely. Ms. Chichelli asked when US Roofing could start and how long it would take. Mr. Grisham acknowledged that he had a faster turnaround time, due to having shingles available in Ft. Myers.

Mr. Roumy wanted to proceed with the work. Ms. Chichelli asked if all they had to pay was \$31,900 if they chose US Roofing. Ms. Lansford understood that was the amount, in consultation with the insurance company. Mr. Grisham explained that the District would receive a check from their insurance company for the triple laminate shingle. Mr. Roumy requested that the roofing representatives go offline so the Board could make a decision. Ms. Sandy advised that because this was a public meeting, they could not be asked to leave and were permitted to listen. Ms. Chichelli preferred the proposal from US Roofing.

Ms. Chichelli MOVED to approve the roof repair proposal from US Roofing and Ms. Benjamin seconded the motion.

Mr. Roumy disagreed as the proposal from First Class Roofing was \$78,297, which was \$50,000 lower than the US Roofing proposal. Ms. Chichelli pointed out that the District was only paying a deductible of \$31,900 to get better material from US Roofing. Ms. Sandy suggested making the approval subject to confirmation with the insurance company the deductible amount and that insurance would be covering the balance of the proposal amount, and if that was not the case, the proposal from First Class Roofing would be approved. Discussion ensued.

On VOICE VOTE with Mr. Sabol, Ms. Chichelli and Ms. Benjamin in favor and Mr. Roumy dissenting, the roof repair proposal from US Roofing was approved, subject to confirmation from the District's insurance carrier that the District's is \$31,900 and the insurance policy will cover the balance and, if not, the proposal from First Class Roofing would be approved. (Motion Passed 3-1)

Ms. Lansford would work offline with the insurance company and get the contract drafted and processed as soon as possible.

- **LMP Debris Clean-up** (*Item 9Bi*)

Ms. Lansford asked if the Board wanted to consider the LMP proposal for debris removal in the amount of \$31,500; \$26,900 for Palm tree clean-up, \$200 per hour for debris removal and \$45 per hour for stump grinding, which was not covered by insurance. Ms. Chichelli recommended holding the proposal for the debris removal because the city would pick up the debris. Ms. Lansford would confirm with the city that there would be one central location for the debris removal. Mr. Sabol believed that moving all of the debris to a central location would save the sod. Ms. Benjamin felt that it was not worth taking the time and energy to move the debris to a central location to save on sod that was already damaged. Ms. Chichelli wanted to pick up the fallen trees and branches and wait for the city to remove the debris. Mr. Sabol agreed as the District was liable if a tree fell on someone. Ms. Lansford recommended that the Board authorize the Chair to approve the debris removal.

Mr. Sabol MOVED to approve the proposal with LMP for Palm tree clean-up in the amount of \$26,900 and Ms. Chichelli seconded the motion.

Mr. Roumy asked if there was another quote from Joshua Tree. Ms. Lansford stated that the quote from Joshua Tree was for Palm removal in the amount of \$7,760.

On VOICE VOTE with all in favor the proposal with LMP for Palm tree clean-up in the amount of \$26,900 was approved.

Mr. Berry asked if the Board wanted Joshua Tree to remove dead palms that were leaning for \$300 per tree. Ms. Lansford would confirm with Joshua Tree offline whether they were going to remove the trees and if not, LMP could remove them. Ms. Benjamin questioned whether the District paid Joshua Tree since they have not done any tree removals and if they could cancel the contract. Ms. Lansford stated that Joshua Tree remitted an invoice. Ms. Gertsmann recalled a proposal with Joshua Tree for three dead palms, but the Board never took action.

- **Property Restoration Agreement with Signal** (*Item 9B1biii*)

Regarding the Property Restoration Agreement with Signal for the Clubhouse, which was included in the agenda package, Ms. Gertsman reported that they were waiting for the scope of the restoration work and once it was received, she would come back to the Board. Signal finished drying out the facility, removed tiles and a piece of the wall over the fireplace. Ms. Sandy asked if they provided a final amount for the drying out. Ms. Gertsman had not received anything. Ms. Lansford stated that the agreement was to provide a quote and was signed. Mr. Roumy questioned the deductible for the restoration work. Ms. Lansford stated that it was included in the Clubhouse deductible of \$31,900. Mr. Roumy pointed out that the roof was not costing the District \$31,000. Ms. Lansford clarified that the total insured value of the Clubhouse was \$638,000 and included everything inside of the Clubhouse, the roof and the restoration. Once the quote from Signal was received, a special meeting would be scheduled for the Board to approve it.

Ms. Lansford asked if the Board had any additional FEMA questions, so that Mr. Winklejohn could leave the meeting. Ms. Chichelli did not want to proceed with any FEMA claims. Ms. Lansford noted that the FEMA deadline was October 26 and everything was insured aside from the debris clean-up. Mr. Winklejohn was thanked for providing insight to the Board.

- **Innotech Construction Services – Pergola Repair** (*Item 9B1biv*)

Ms. Lansford reported that the pergola repair was \$85 per hour, but Innotech Construction Services did not have an estimate on the timeline. The total insured amount was \$70,000. Ms. Gertsman confirmed that there were two pergolas, but the estimate was for one and once the bougainvillea was cut back, it would be inspected. Ms. Lansford noted that the deductible was \$3,500 for both pergola or \$1,750 for one. With the Clubhouse repair, the deductible increased to \$43,450 and \$78,115 with the landscaping and tennis court repair. It did not include the damage to other insured items such as the playground, fencing and fountain. Ms. Gertsman would send an email to the community tomorrow. Ms. Sandy requested that the Board ratify the invoices that were approved outside of the meeting.

On MOTION by Ms. Benjamin seconded by Ms. Chichelli with all in favor the invoices approved prior to the meeting with Innotech Construction Services for the pergola repair in the amount of \$3,500, with LMP for the debris clean-up in the amount of \$7,765, with First Class Roofing to tarp the Clubhouse roof in the amount of \$4,000 and Property Restoration Agreement with Signal Restoration for interior Clubhouse repairs were ratified.

f. Amenities Manager

1. Hurricane Ian Recovery Action Plan

This item was tabled to the November meeting.

TENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Supervisor's Requests

Ms. Benjamin asked if any additional repairs could still be submitted as supplemental insurance claims, except for landscaping. Ms. Lansford stated as long as it was on the property schedule, which she would provide to the Board, it could be an insurance claim, but landscape debris and removal were not included. Mr. Sabol questioned the collection boxes on Scarlett Avenue. Ms. Gertsman did not know who put them there and noticed two additional ones on the other side of Scarlett Avenue when she was doing a tour of the street signs. No one knew anything about them. Mr. Sabol requested that reflectors be placed on the boxes. Ms. Gertsman would see if they had reflectors or purchase them if they did not have any.

Mr. Sabol requested discussion on trick-or-treating in the community. Ms. Lansford pointed out that this meeting was strictly for hurricane discussion items. Ms. Chichelli noted that lights on Plantation Boulevard were on the ground, which was dark for trick-or-treating. Ms. Sandy concurred with the Board discussing trick-or-treating as it was a potential health safety issue due to the missing lighting and debris in the community, but noted it was not a CDD event. Ms. Chichelli recalled that the District paid for police officers to patrol the event. Ms. Gertsman confirmed that the District paid for off-duty police officers to be present for Halloween night and not promote it, because of debris on the sidewalks. Mr. Sabol recommended limiting trick-or-treating because it was a safety issue with all of the debris and the District was opening itself to liability if someone tripped and fell. Mr. Roumy and Ms. Chichelli agreed. Ms. Sandy

recommended that the Board take proactive steps to ensure that people were aware of hazardous conditions on the sidewalk that could not be fixed prior to Halloween and advised that the District could not prevent the public from utilizing all of the sidewalks in the community. Ms. Lansford suggested contacting Florida, Power & Light (FPL) or North Port Utilities to repair the lights as an emergency item. Ms. Gertsman noted a number of lights were down. Ms. Gertsman suggested having a police officer for the front of the community, which was a big trick-or-treat area and putting caution tape on sidewalks that were a hazard. Mr. Roumy wanted the police to prevent cars from driving on Scarlett Avenue.

After further discussion, there was Board consensus for Ms. Gertsman to request a police officer for the front of the community to prevent cars from driving on Scarlett Avenue, place cones and caution tape on areas of sidewalk and fallen lights that were a hazard, post a sign at the entrance of Scarlett Avenue and in the community warning of debris on the sidewalks and sending an email to homeowners warning of these areas and that trick-or-treating was up to individuals at their own risk.

- **Audience Comments (Item 3)**

Ms. Lansford opened the public comment period. Resident Devon Poulos of Jonah Drive felt there was no more liability other than debris piled up on streets than someone trick-or-treating last year and tripping over a sidewalk that had an unknown crack and was happy that caution signs were being posted to warn of the debris. As a member of the HOA Board for the townhomes, he voiced concern about there being no communication from the CDD to the HOAs and felt that the Board should have done research to understand deductibles, wasted 15 minutes to choose a roofing company and stop saying what they cannot do and figure out what they could reasonably do. According to the city website, Lakeside Plantation was next for debris pickup. There being no further comments, Ms. Lansford closed the public comment period.

TWELFTH ORDER OF BUSINESS


**Next Scheduled Board Meeting is
November 16, 2022 at 6:00 p.m. at
Lakeside Plantation Clubhouse**

Ms. Lansford stated that the next meeting was scheduled for November 16, 2022 at 6:00 p.m. at this location. The current Board would serve until the December meeting.

THIRTEENTH ORDER OF BUSINESS

Adjournment

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


Secretary/Assistant Secretary


Chairman/Vice Chairman