

**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, **February 21, 2024** at 6:00 p.m. via Zoom Communication Media Technology and at the Lakeside Plantation Clubhouse, 2800 Plantation Boulevard, North Port, Florida.

Present and constituting a quorum:

Pat LaVoy	Chair
Mary (Sue) Martin	Vice Chair
Alan (Bud) Sabol	Assistant Secretary
Pina Chichelli	Assistant Secretary

Also present:

Jordan Lansford	GMS – District Management
Sarah Sandy <i>by Zoom</i>	Kutak Rock, LLP
Alex Murphy	WTS Operations Manager
Courtney Sears	WTS
Scott Carlson	LMP
Residents	

*The following is a summary of the discussions and actions taken at the February 21, 2024 regular meeting of the Board of Supervisors of the Lakeside Plantation Community Development District.*

**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.

**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** *(Audience Comments Limited to 3 Minutes per Person)*

Ms. Lansford opened the general audience comments period. The following residents addressed the Board:

- Mr. Ron Perry of 1663 Scarlett Avenue.

*\*This Portion of the Transcript was Verbatim at the Request of Mr. Perry.*

Mr. Perry: Good evening. Mr. Ron Perry, 1663 Scarlett Avenue. Quite frankly, I was hoping this was the month that I was not going to have to come up here. But then I went to look at the monthly financials and here I am. I have a lot to talk about and I'm going to go fast. I would hope that you give me a little bit of leeway, if I'm over the three-minute limit, because for one, I want this to be on the record and two, I want all the residents that are in attendance here this evening to hear this. How is it that accounts payable issued two checks in December that bounced? How is it that Arch Amenities (Arch) has the audacity to bill us \$479 for manager transition, event coverage, Board meetings and manager coverage, when I've never seen those invoices before, when they're already billing us \$24,915 a month. Who directed Arch to solicit a quotation for replacement of the two pergolas, with no specifications, no blueprints, which is going to result in a design build proposal. Obviously, it's going to cost a lot more. Believe it or not, we're already one third of the way through our fiscal year and it is imperative that the budget be watched closely. Why? We're only about \$10,400 over budget right now, but for anyone who has done a budget, expenditures don't always follow a straight line. They don't all come in at once throughout the fiscal year and it's not till the end of the fiscal year, that we finally find out how good or bad we're doing because of it. Through nobody's fault, the property insurers premium amount came in after the budget was set, which will result in a budget shortfall of almost \$40,000. With that in mind, let's look at the fiscal year to date numbers. How did we only budget \$850 a month for the 2024 pool cleaning, when Howard Pools charges \$1,900 a month and they were in August of 2023, when the 2024 budget was being developed? This will result in being an additional \$12,600 over budget. What has been purchased in general supplies fiscal year to date, as we're one third of the way through the budget and are already being over budget by \$2,161? What expenses have been incurred in general and administrative other current charges, which is pretty vague in my mind, that resulted in being over budget by \$3,342 fiscal year to date? Has anyone checked out the water utility service entrance feature? The fountains are off,

but we were billed \$2,495, this fiscal year to date. Is there any fiscal oversight happening? I would suggest to the Chair that he appoint one of the Supervisors to do the review that I just did and report on that every month. Then I won't have to come up here. Thank you.”

- Mr. Devon Poulos of 1255 Jonah Drive questioned why they were considering solar lights for the fountains as it was a waste of money. The lampposts on Scarlet Drive were still out, yet they were still paying for the electricity. Two months ago, when they were repaired, they were informed that this one was still on backorder.
- Mr. Ryan Hughes of 2397 Pecan Drive requested that the Board consider awarding the engineering contract based on quality of past work, qualifications of personnel and proposed costs when going out for Request for Proposals (RFP) for engineering services.

There being no further comments, Ms. Lansford closed the general audience comments period.

#### **FOURTH ORDER OF BUSINESS**

#### **District Engineer**

##### **A. Consideration of Rate Increase for Johnson Engineering**

##### **B. Consideration of RFQ**

Ms. Lansford recalled that Johnson Engineering (Johnson) proposed a rate increase, but if the Board did not want to consider it, they could go out for Request for Qualification (RFQ). Mr. Sabol was in favor of going out for RFQ to other engineering firms, as Johnson fell short of their obligations. Ms. Sandy presented the standard RFQ package that they used for engineering services, as per statute, the District was required to follow the Consultants Competitive Negotiations Act (CCNA) on how to procure engineering services. The District was also required to follow the RFQ process, which included evaluation criteria, in order to select the most qualified firms, but did not include costs. The Board would rank the firms and authorize staff to negotiate the price with the number one ranked firm. If they could not come to an agreed upon price, negotiations would cease and they would move to the number two ranked firm and so forth, until there was an agreement on the contract terms, including price. The Board discussed this process, when trying to determine if Johnson should continue serving as the District Engineer. Ms. Lansford reached out to Johnson and confirmed that the current assigned District Engineer had not left Johnson and intended to continue providing services to the District.

However, in order to save time, staff prepared an RFQ package, if the Board decided to go out for RFQ.

Mr. LaVoy asked if they could use the services of an engineering company on an as needed basis for a specific project. Ms. Sandy indicated that the current arrangement with Johnson, was for them to serve at the direction of the Board, but they recommended having an engineering firm under contract, since the District had stormwater permits. It was easier to have an engineering under contract, versus the time it takes to obtain a proposal, bring it back to the Board, having it approved and then the company having to spend time getting up to speed, which the District did not have time for. The procurement threshold for engineering services was \$35,000, in order to have an engineer engaged on an ongoing basis. Mr. LaVoy had issues with the RFQ, but did not want to spend a monthly stipend for them to be on the phone saying that they had nothing to talk about and would rather have them work on a project and follow a fee schedule. Ms. Sandy believed that the current arrangement with Johnson, was for them to serve at an hourly rate and not to call in unless there was something specifically for them to address with the Board. There was no monthly retainer to have the District Engineer on staff. Ms. Lansford confirmed that the current District Engineer would only call in if the Board requested it or if something needed to be discussed with the Board. When they called in, it was at the beginning of the meeting, so the District did not have to pay them an hourly rate to sit through the entire meeting. Ms. Chichelli questioned the amount being charged to the District. Ms. Lansford recalled that the rate increased by \$20 to \$25 an hour, from \$195 to \$204 per hour. Ms. Sandy pointed out that other Districts that worked with Johnson, received a similar increase. Mr. LaVoy was in favor of proceeding with the RFQ, in order to see what other firms were out there.

Mr. Sabol MOVED to issue a Request for Qualifications for engineering services for the March meeting and Mr. LaVoy seconded the motion.

Ms. Lansford asked if the Board wanted to discuss the rate increase with Johnson. Mr. LaVoy preferred to leave it as is while they went out for RFQ. Ms. Lansford would inform Johnson after the meeting and follow up with the Board.

On VOICE VOTE with all in favor issuing a Request for Qualifications for engineering services for the March meeting was approved.

**FIFTH ORDER OF BUSINESS**

**Business Administration**

- A. Approval of Minutes**
  - 1. January 17, 2024 Meeting**

On MOTION by Ms. Martin seconded by Ms. Chichelli with all in favor the Minutes of the January 17, 2024 Meeting were approved as presented.

- 2. February 6, 2024 Townhall Meeting**

Ms. Chichelli recalled that comments were made by the Chairman at the meeting, but they were not included. Ms. Lansford indicated that the minutes were prepared with the notes that were taken and all that was required was to state who was present, what happened at the beginning of the meeting and at the end. If anyone wanted to provide any notes, Ms. Lansford would incorporate them. Ms. Martin recalled stating that she was pleased about how many people attended the Townhall Meeting.

On MOTION by Ms. Martin seconded by Mr. LaVoy with all in favor the Minutes of the February 6, 2024 Townhall Meeting were approved as amended.

- B. Approval of Check Register**
  - 1. January 2024**
- C. Balance Sheet & Income Statement**
- D. Special Assessment Receipts Schedule**

Ms. Lansford presented the January Check Register in the amount of \$61,924.45, Unaudited Financial Statements for January 31, 2024 and Special Assessment Receipts Schedule. The District was 87% collected on their assessments, which should continue to increase as February and March tax receipts were received. The District should be 100% collected by April 1; if not, there would be tax certificate sales. Ms. Martin recalled at the last meeting, there were charges for the water for the fountains, even after the water was turned off, but according to North Port Utilities, which she spoke to yesterday, as of January 17<sup>th</sup>, the water

was turned off. There would be one more water bill, but Ms. Martin questioned why, when the Board requested that the water be turned off in October. Ms. Murphy indicated that they turned the pumps off, but the water was not turned off, as they assumed that no water would be running because the pumps were not running and were investigating this with the city. Ms. Martin pointed out that there would be a refund. Regarding the fireplace, Ms. Martin spoke with TECO, who informed her that the gas was turned off as of February 7<sup>th</sup>, but the pipe was not capped and the Board must request it, at which time, they would cap it and remove the meter. Ms. Lansford recalled at the last meeting the Board requested that the gas be turned off. Ms. Chichelli asked if there would be a charge for TECO to do it. Ms. Martin confirmed that there was no charge. *There was Board consensus for TECO to cap the pipe and remove the meter.*

Ms. Martin MOVED to approve the January 2024 Check Register and Mr. Sabol seconded the motion.

Mr. LaVoy requested that staff obtain a price from another vendor for internet, as the price from Comcast seemed high.

On VOICE VOTE with all in favor the January 2024 Check Register was approved.

**SIXTH ORDER OF BUSINESS**

**New Business Items**

**A. Designating Audit Committee**

Ms. Lansford explained that every year, the District was required to have a full audit of the financials. The current audit contract had a five-year term, which was expiring and the Board needed to solicit bids for an auditor to audit the District's financials. In the past, the Board was appointed as the Audit Committee. There would be a meeting five minutes before the regular meeting, where the Board meeting as an Audit Committee, would approve the publication of the notice, similar to the engineering RFQ and select the criteria, which could include the price. The Audit Committee would then make a recommendation to the Board of Supervisors, to either approve the Audit Committee's recommendation or select one of the other proposals. Ms. Sandy added that her firm prepared contracts with the auditor that were five to six years, so this would

not have to be done each year. Ms. Lansford requested that the Board designate themselves as the Audit Committee and schedule an Audit Committee meeting on March 20, 2024 at 6:00 p.m.

On MOTION by Ms. Martin seconded by Mr. LaVoy with all in favor designating the Board as the Audit Committee and scheduling an Audit Committee meeting for March 20, 2024 at 6:00 p.m. was approved.

**B. Consideration of Amenity RFP**

**C. Consideration of Scope for Maintenance Proposal**

Ms. Murphy requested that WTS be terminated from their agreement as soon as possible and consider a termination date of April 30<sup>th</sup>, as WTS felt that it was best to part ways but would conduct the proper transition and work with Ms. Lansford and the Board. Ms. Lansford presented a Scope of Services to all Supervisors after the last meeting for review. All changes were incorporated in the redlined version that was included in the agenda package. The current Scope of Services included amenity, maintenance personnel and field management. The field portion was removed, as Mr. LaVoy recommended that the Board Members take on the field portion and for the District to contract directly with a maintenance person and pay them either on an hourly basis or a part-time salary. Ms. Sandy advised if the District hired an employee directly versus engaging a vendor in a contract, the District was not currently set up to have employees and must ensure that they either had an LLC or was individually licensed and insured and that the contract include non-compete language. In addition, there must be discussions regarding salary, advertising and the supervision, which would take place at a public meeting and would be included in the public record. They must also look into taxes, benefits and workers compensation. Since her firm did not handle this, Ms. Sandy must speak to an employment attorney for advice. Mr. LaVoy asked if the RFQ included a maintenance and custodial person. Ms. Lansford confirmed that there a scope for the maintenance and custodial person and although the hours were in the Amenity RFP, the actual scope was redacted and included as a separate agenda item, but if the Board wanted to include them, she would add them into the Amenity RFP. Ms. Chichelli questioned what the plan was, whether they were getting a management company with all of the people or if they were looking for a maintenance person separately. Mr. LaVoy explained that the RFQ covered the services required to manage the Clubhouse and this facility, which included a maintenance person, but the Supervisors would

become liaisons to reduce costs. Ms. Martin asked if the RFP was for another management company or just a person. Mr. LaVoy confirmed that it was for another management company.

On MOTION by Mr. LaVoy seconded by Ms. Martin with all in favor approving the amenity Request for Proposal, including the scope for maintenance personnel and omitting the field portion was approved.

Ms. Lansford could place the advertisement next week, but they may not get responses back by the March 20<sup>th</sup> meeting as it could take two months to receive responses and recommended that the timeframe when WTS left and when responses were received, would align, so the Amenity Center was not left unattended. Mr. LaVoy agreed that 60 days was tight and asked if WTS employees were free to look for other positions. Ms. Murphy needed to speak to her team, but typically the employees would be released.

**D. Consideration of Landscape Contract & Potential RFP**

Ms. Lansford presented a landscape contract with LMP and a potential RFP, as requested by the Board. Two representatives from LMP were present. Mr. LaVoy reported meeting with LMP this week, to discuss their ownership and validate their price, which was fair and they provided great service to the District. Ms. Chichelli confirmed that she usually met with them every month and believed that the amount was \$22,000, but they needed to check the contract. She had good communication with them and there were many projects that they needed to do, but the District did not have the money. Ms. Chichelli also spoke with LMP about the fountains and requested some designs with different types of plants. She also spoke with other landscaping companies to get an idea of what they would design and charge; however, LMP could make changes at no charge. Mr. Scott Carlson of LMP offered to provide a digital image at no cost, for any area at any given time. *There was Board consensus for Ms. Lansford to provide the Board with the competing proposals from the last RFP to validate the pricing.*

**SEVENTH ORDER OF BUSINESS**

**General Audience Comments**

Ms. Lansford opened the general audience comments period. The following residents addressed the Board:

- Mr. Devon Poulos of 1255 Jonah Drive was surprised that WTS was terminating their contract and requested that any purchasing card that WTS had, be turned in tonight and that there be no further purposes during this period that were not reviewed by this Board. With the money that the District was saving, Mr. Poulos requested that the Board keep CDD assessments the same or lower it, as they would have \$441,000 in reserves, by keeping assessments the same. Mr. Poulos commended Mr. LaVoy and Ms. Martin for having the Townhall Meeting and listening to residents' concerns, as the CDD Board was getting contracts at a good price and was happy that in 60 days, they were through with WTS.
- Mr. Don Peacock of 2494 Magnolia Circle agreed with Mr. Poulos comments regarding WTS and asked if the District would receive a credit for not having a manager on staff for six months. He complimented the Board on their willingness to handle the 25 items on this agenda, but it was difficult to do so and encouraged the Board to focus on half of those items and to prioritize them. Other Board Members should take ownership and handle five or six items, as Mr. LaVoy should not be the only one taking on this responsibility.
- Ms. Martha Wilmer of 1647 Scarlett Avenue voiced concern that another management company was quitting and they were losing employees and wondered what the Board was doing to make it a hostile environment.
- Mr. Ryan Hughes of 2397 Pecan Drive agreed with all of these comments, particularly Ms. Wilmer's comment and requested a breakdown of what they were paying for the various management companies versus the salaries they were paying to the people they interact with for most of the day. Rather than the employee receiving half of what the District paid and the other half going to the firm that they never see, the District should pay the employee 75% directly, so that the employee would be motivated to work harder and be responsive. Mr. Hughes questioned how much of the changeover was driven by switching costs, having an increase in overhead and paying people that were not doing the managing. The District should maintain the confidence of current residents and attract potential buyers, by showing that they were serious about lowering costs and assessments, even if slightly.

- Ms. Toni LaCombe of 1537 Scarlett Avenue was in favor of starting a community garden, by utilizing the land next to the tennis courts and obtaining State and Government grants. Residents would be assigned a box and be responsible for it.

There being no further comments, Ms. Lansford closed the general audience comments period.

## **EIGHTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

Ms. Sandy recalled that the Board approved a proposal with Community XS for website housing services at the last meeting, but in further discussions with the vendor, Option A, which the Board selected, included access to the software that they used to build the website and the hosting, a \$30 annual fee, plus \$40 per month. However, the software that they use to build the website, had many built-in capabilities that makes the website ADA compliant and did not include the ongoing maintenance that they do on the site, once it was created. This was Option B, which was \$120 per month, but for the first year, they were giving the District 50% off or \$60 per month. The District must have an ADA compliant website, as historically, many lawsuits were brought against District for not having an ADA compliant website. In addition, the District's insurance provider did require certain things, in order for the District to have coverage, in the event that a lawsuit was brought against them. As a result, Ms. Sandy reached out to EGIS to confirm if any such requirements were still in place and if they required an agreement stating, but in the meantime, recommended that the Board select Option B. At this time, Ms. Sandy had not heard back from EGIS and would continue to follow up with them.

Ms. Lansford indicated that the District was currently paying \$64 for website maintenance and the cost for Community XS, would be \$720 for the first year and \$1,440 thereafter, but at least the District would be in ADA compliance. The current budget for website maintenance was \$864, which would increase to \$1,440 starting next year. Mr. LaVoy asked if this would reduce their insurance through EGIS. Ms. Sandy explained that it would not reduce the cost, but it would ensure that the District had coverage, in the event it was sued for having a website that was not ADA compliant. Ms. Chichelli recalled last month when the Board voted on this, there would be a decrease in costs, but now it would cost more. Ms. Lansford confirmed it was originally \$40 per month; however, during the contract negotiations, Ms. Sandy stated that they needed quarterly reports in case the District was sued, which Community XS indicated was

Option B, which was \$120 per month, but would provide a 50% discount to the District for the first year. Ms. Sandy was discussing with EGIS whether this was sufficient, to ensure that the District still maintained its insurance coverage, but in the meantime, requested that the Board approve Option B of the Community XS proposal.

On MOTION by Mr. LaVoy seconded by Ms. Chichelli with all in favor the Option B of the proposal with Community Access for website maintenance, if required by EGIS was approved.

**B. District Manager**

**1. Discussion of Board Liaisons**

Ms. Lansford recalled after the last meeting; the Board requested examples from other District in terms of appointing liaisons to work with residents. One example was Bobcat Trail, which was provided to the Board and changes were received. Mr. LaVoy broke it down into five groups of tasks or responsibilities; landscape; aquatics (ponds, lakes, fountains, water quality), sidewalks, streetlights, general maintenance items, street signage; Clubhouse and facilities, pool and courts. Mr. LaVoy appointed Ms. Chichelli to handle landscaping, as she had done in the past. Ms. Chichelli requested funds for current projects. Mr. LaVoy suggested creating an Advisory Group to monitor the landscaping. Mr. Sabol volunteered to handle aquatics and Mr. LaVoy volunteered to handle sidewalks, streetlights, general maintenance items and street signage. Ms. Martin volunteered to handle Clubhouse and facilities. Mr. LaVoy preferred to handle pool and courts, which he was currently overseeing. The following Board liaisons were assigned:

On MOTION by Mr. LaVoy seconded by Mr. Sabol with all in favor the Board liaisons as discussed were approved.

Mr. Sabol agreed with having Board liaisons, as he felt that the Board should be taking an active part in handling individual items, due to prior management companies not doing their part; however, residents should be diligent and bring items to a meeting. Ms. Lansford pointed out that all Supervisor emails were on the website and emails could be sent in between meetings.

**2. State of Florida – Vision Impact Statement**

Ms. Lansford presented a Victim Impact Statement, which was included in the agenda package, as the original report for damages, did not include the replacement of the tree. It was added and submitted to the State, which was approved, with the updated deadline. The total amount of damages was \$1,023.50, which the District would be reimbursed for, once it goes through for restitution.

**C. Amenities Manager**

**1. Report (to be provided under separate cover)**

Ms. Murphy distributed the Amenities Manager Report to the Board.

**a. Consideration of Proposal for ADA Pool Chair Lift**

This item was discussed later in the meeting.

**b. Consideration of Proposals for Gym Equipment Maintenance**

**i. GymSource**

**ii. Fitness Smith**

**iii. FitRev**

Ms. Murphy presented proposals from Gym Source for two times per year preventative maintenance in the amount of \$242.60 per visit or \$2,912 per year, from Fitness Smith for quarterly preventative maintenance in the amount of \$225 per quarter or \$900 per year and from FitRev for four times per preventative maintenance per year in the amount of \$165 per quarter. They were currently paying Fitness Logic \$145 per visit or \$580 per year; however, there were communication issues and many delays. All three of the proposers worked with WTS. Gym Source was the only company that provided discounts on non-warranty parts and labor. Fitness Smith and FitRev only provided quarterly visits. Mr. LaVoy liked FitRev. Ms. Murphy never had any issues with FitRev. Ms. Martin and Ms. Chichelli preferred the FitRev proposal.

On MOTION by Ms. Chichelli seconded by Ms. Martin with all in favor the proposal from FitRev for four times per year gym equipment maintenance in the amount of \$165 per quarter was approved.

- c. **Consideration of Proposal from Solitude Lake Management for Annual Pond Maintenance Services**
- d. **Consideration of Proposal from Solitude Lake Management for Erosion Control Services**

Ms. Murphy recalled that proposals from Solitude Lake Management (Solitude) for annual pond maintenance and erosion control services, were presented to the Board in August or September of last year, but the Board placed them on hold. For the annual pond maintenance services, no additional ponds were added in the amount of \$15,588. The current agreement was \$10,062 per year. Erosion control services were being considered for Ponds 10, 13 and 14, in the amount of \$122,313, due to the amount of complaints. Solitude was their current service provider, which were one of the leading lake management companies. Ms. Martin voiced concern that once Solitude installed mesh and turf over the ponds that were receiving erosion control, it must be irrigated, as there were no irrigation heads on the banks. Ms. Murphy suggested coordinating with Solitude regarding the erosion control but recommended that the Board consider the addition of the ponds that were not included in the pond maintenance services. Mr. Sabol volunteered to meet with a representative of Solitude and requested that they attend the next meeting. Ms. Lansford requested that Ms. Murphy provide Solitude's contact information to Mr. Sabol. *This item was tabled.*

## **NINTH ORDER OF BUSINESS**

### **Supervisor's Requests**

#### **A. Supervisor LaVoy**

##### **1. Consideration of Proposal from ADT**

Ms. Lansford recalled that the Board received a proposal from ADT six months ago, which was included in the agenda package and Mr. LaVoy distributed a revised proposal, as he wanted more up to date technology to handle the trespassing and vandalism and recommended that the Board consider it. There would be two motion control cameras at the back of the property, which ADT would be able to view at their command center, when a camera activated. They would forward a snippet to the North Port police and they would dispatch an officer to issue a trespassing notice. Mr. LaVoy felt strongly that this was the right way to go, in order to monitor their pools from 9:30 p.m. to 5:00 a.m. and the back of the property where people jump the fence. Ms. Lansford indicated that the cost in the prior and recent proposal was \$230 per month, but the installation charge increased from \$4,178.64 to \$4,947.71. Mr. LaVoy asked if the contract was for three years. Ms. Lansford replied affirmatively.

Ms. Lansford opened the floor to audience comments. Mr. Ron Perry of 1663 Scarlett Avenue wholeheartedly agreed that security around CDD facilities should be increased, but it only made sense to spend this money if they were going to pursue all appropriate charges against violators. Mr. LaVoy felt this made sense and spoke to the North Port police liaison, who affirmed if this was what the Board wanted, it would happen. Ms. Martin questioned what they were paying for a police officer to be on duty over the weekend. Ms. Lansford believed it was \$184.71 but would check. Ms. Murphy clarified that it was a security guard, not a police officer. Ms. Lansford recalled that, two years ago, the police came into the community on a trial basis for \$200 for a four-hour shift, which would now cost \$250. Mr. LaVoy pointed out that the cameras would just be recording and would not notify anyone. Mr. Perry requested that the Board consider chaining and locking the gates on the tennis court and installing a chain link fence, before spending money on security. Ms. Marla LaFlam of 1439 Dixie Lane wanted to ensure that the Police Department could get access to the gates, as in the past, when they were called, they could not get access through all of the gates. There being no further comments, Ms. Lansford closed the floor to audience comments.

Mr. LaVoy was in favor of the proposal, after witnessing five years of noise from people being in the pool and hot tub and kids smoking marijuana and drinking beer after hours. It was not a huge expense and it reduced their liability from someone drowning in the pool and high on drugs. Ms. Chichelli preferred to wait until the fence was installed. Ms. Martin agreed. Mr. Sabol questioned whether the people who damaged the pool lift were notified. Ms. Lansford sent out letters to those individuals, indicating that they were responsible for reimbursing the District for the cost of the damage. *There was Board consensus to table this item.*

**2. Consideration of Proposals for Tennis & Pickleball Fencing**  
**a. CourtCo**  
**b. Welch Tennis Courts, Inc.**

Mr. LaVoy indicated that he and the Advisory Group, met with various vendors for fencing around the tennis and pickleball courts. They received three proposals, one that they did not want to deal with, one from MOR Sports Group (MOR), which was nationally recognized and CourtCo, a major developer of tennis and pickleball fencing. The CourtCo quote was revised, as they did not include removal of the fencing, which was \$54,840 to remove everything, versus the proposal from MOR, which was \$81,750, for the same amount of work.

They dealt with CourtCo before and received a great deal of input from the tennis players in the community. If this contract was entered into now, by the time they mobilize and order the materials, it would be installed after the tennis season ended in mid-April. Therefore, Mr. LaVoy recommended awarding the contract to CourtCo.

Mr. LaVoy MOVED to approve the proposal from CourtCo for tennis and pickleball fencing in the amount of \$54,840 and Ms. Martin seconded the motion.

Ms. Martin questioned why there was such a large difference. Mr. LaVoy explained that the first quote was over \$100,000 and this proposal was \$78,000. Ms. Martin asked if it was for the same amount of work. Mr. LaVoy replied affirmatively, which was why they went out for bids.

On VOICE VOTE with all in favor the proposal from CourtCo for tennis and pickleball fencing in the amount of \$54,840 was approved.

- B. Consideration of Proposal from Welch Tennis Courts, Inc. for Windscreens Awnings**
- C. Consideration of Proposal from Discount Awning for Awning Fabrication & Installation**
- D. Consideration of Proposal from Welch Tennis Courts, Inc. for Larger Canopy**

Mr. LaVoy met with Welch Tennis Courts (Welch) and Discount Awning, for windscreen awnings, which would provide shade, as the tennis courts were used extensively. Discount Awning provided a quote for a great deal of awning, but all they would need at this time, was a center A-frame awning, 13 x 33 feet, between the courts, which would be bolted through concrete pads. They were a local company out of Sarasota, which they met with several times. They had good references and provided photos. Their proposal was \$28,150 installed. Mr. Sabol asked if the awnings would cover the sides. Mr. LaVoy confirmed that it was only for the center awning, but they had prices for the side ones and recommended doing the center one and budgeting for the others. Ms. Lansford reported at the end of January, there was \$394,748 in reserves, but there were restricted funds of \$98,125 and the Board just approved \$54,840 for

Alpha Foundations, leaving a balance of \$241,782.12. The Board committed to \$441,000, assuming they were 100% collected and would have about \$45,000 to \$46,000 by the end of the year.

Mr. LaRue presented a proposal from Welch for a large canopy in the amount of \$48,900. Ms. Lansford opened the floor to audience comments. Mr. Don Peacock of 2494 Magnolia Circle stated although it would be nice to have an awning, they had limited resources and suggested prioritizing based on must haves and e necessities. Mr. Ryan Hughes of 2397 Pecan Drive agreed with Mr. Peacock's suggestion to prioritize and appreciated the Board's impulse to tackle as many items as possible, now that they were receiving revenues, but requested that the Board postpone these discussions for three months, until there was further information on their reserve status. Mr. Ron Perry of 1663 Scarlett Avenue was in favor of having a canopy and the windscreens, so that players could play tennis in the heat and the facility looked professional and recommended that staff install the windscreen to save money and have the awnings installed by Discount Awning for \$24,000. Mr. Devon Poulos of 1255 Jonah Drive felt that the Board had no direction on where they were going with these projects and agreed with having a priority list, as \$16,000 remained from the \$168,000 that they received in insurance money from the tennis courts, after \$98,000 was spent on sidewalks and \$54,840 was just approved for the fencing. If they approved all of these expenditures, the money must be pulled from reserves. Ms. Anna Shlossberg of 1539 Scarlett Avenue felt that the windscreens were a priority because of the residents that lived in the community year-round. A Resident asked if the companies would provide a discount in the Summertime when no one was around. Ms. Chichelli did not think so. Another Resident asked how they could take the insurance money from the tennis courts and put it into the sidewalks. Ms. Lansford explained that they were unrestricted funds and the Board could use them for any CDD infrastructure. There being no further comments, Ms. Lansford closed the floor to audience comments period.

Mr. LaRue asked if the Board wanted to table the proposal with Discount Awning for 30 days, to see if tax revenues were received. Mr. Sabol agreed, but wanted to seriously consider installing the awnings, due to the number of residents that play tennis, as it was their major facility. Ms. Martin was in favor of postponing it until the next meeting, as the weather was still cool. *There was Board consensus to table the proposal for the windscreen awnings for the next meeting.*

**E. Discussion of ADA Chairlift Repair or Replacement**

Ms. Lansford stated that WTS obtained a proposal for the repair of the ADA chairlift in the amount of \$18,000 and Mr. LaVoy obtained a proposal. Mr. LaVoy stated that CES looked at the chairlift and offered to replace the broken parts and install them for \$650. Mr. LaVoy recommended proceeding with the repair and then working with CES on any further repairs. Ms. Martin was in favor of the proposal, as long as they covered and locked the chairlift and placed a sign saying if someone needed to use it, they must come into the office to get staff to unlock it and then lock it after their use.

On MOTION by Ms. Chichelli seconded by Ms. Martin with all in favor proposal with CES for repair of the ADA chair lift in the amount of \$650, as long as the locks were included was approved.

**F. Consideration of Proposals for New Flooring**

1. **Empire Today**
2. **The Home Depot**

Mr. LaVoy obtained proposals from Empire Today in the amount of \$27,983 and from Home Depot in the amount of \$27,359, to replace the flooring in the billiard room, library, office and dance floor. Ms. Chichelli pointed out that the dance floor should have been covered by insurance. Mr. LaVoy noted it was inexpensive flooring that was in bad shape. Ms. Martin requested that this item be postponed until the next meeting as two local flooring companies were coming out on the 27<sup>th</sup> and 28<sup>th</sup>, to provide quotes. *There was Board consensus to table this item to the next meeting.*

**G. Discussion of Pergola Project**

Mr. LaVoy reported that the pergolas were discussed at the Townhall Meeting and they decided to send out a survey to all residents of all of the projects with prices, so that the Board could make an informed decision. The pergolas, which were at the front entrance, must be financed. Mr. LaVoy hoped to send out the survey by the middle of March, before the seasonal residents leave. Ms. Chichelli asked if the pergolas would be PVC. Mr. LaVoy stated it was a design build. *There was Board consensus to table this item to the next meeting.*

**H. Discussion Regarding Volunteers in the District**

Mr. LaVoy recalled that there was discussion on having volunteers in the District, but there was an issue of liability. Ms. Lansford stated that she could not get a price from the insurance company until the Board decided on the number of volunteers, the activities, dates for the activities and where they would be working. Once she received the premium, she would bring it back to the Board. A Resident asked about the liability. Ms. Sandy indicated that the volunteers could execute a liability waiver, but it was typically in connection with an activity. However, if it was an ongoing activity, Ms. Sandy could create a general form waiver. It could not be for something that a license was needed for, for electrical or climbing on ladders. The Board would need to consider who would be organizing the volunteers or supervise them. Mr. LaVoy recommended proceeding with having volunteers, if they sign a waiver for simple maintenance tasks, such as spreading clay on the tennis courts and painting the trim around doors and windows. Ms. Sandy clarified that with a waiver liability, the volunteer would agree to hold the District harmless, if they were harmed in connection with the volunteer activity. The liability coverage that they did not have, was if the volunteer were to do something on behalf of the District, such as hanging something in the Clubhouse that later fell and hurt someone. Ms. Lansford questioned who would work with Ms. Sandy on providing the categories for the volunteer work as well as the liability waivers. Ms. Sandy recommended that the Board appoint a Supervisor to oversee the volunteers on behalf of the District. Ms. Martin asked if more than one Supervisor could work together on this. Ms. Sandy did not recommend it, due to the Sunshine Law. Mr. LaVoy volunteered to oversee the volunteers and work with Ms. Sandy on the form of the waivers.

On MOTION by Mr. LaVoy seconded by Mr. Sabol with all in favor the appointment of Mr. LaVoy as liaison to oversee the volunteers and work with District Counsel on a waiver was approved.

**I. Discussion Regarding Residents Repairing Chairlifts**

This item was discussed.

Ms. Martin reported after the Townhall Meeting, a resident approached her about some activity occurring in the Clubhouse after hours when it was locked. Ms. Murphy explained that there was a private rental by a resident for a dance troupe using the small space. Ms. Martin

admitted that she was blindsided when she spoke to the resident about it and requested that when permissions were given, the Board be made aware of it. Ms. Murphy would inform the Board in the future, about all potential requests outside of staff's billing hours. Mr. LaVoy questioned whether the wine and cheese event was held in January, as it was not on the programming sheet. Ms. Murphy stated it was accidentally left off of it. Thirty-nine people attended it. Mr. LaVoy indicated that he was keeping track of the people in attendance at each event.

**TENTH ORDER OF BUSINESS**

**Next Scheduled Board Meeting is March 20, 2024 at 6:00 p.m. at Lakeside Plantation Clubhouse**

Ms. Lansford stated that the next meeting was scheduled for March 20, 2024 at 6:00 p.m. at this location.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. LaVoy seconded by Ms. Martin with all in favor the meeting was adjourned at 8:04 p.m.

  
Secretary/Assistant Secretary

  
Chair/Vice Chair