

**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, **January 21, 2026** 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	Outgoing Chairman
Ken Saul	Incoming Chairman
Alan (Bud) Sabol	Incoming Vice Chairman
Ron Perry	Assistant Secretary
Devon Poulos	Assistant Secretary

Also present:

Amanda Ferguson	GMS
Sarah Sandy <i>by Zoom</i>	Kutak Rock, LLP
Harold Myers	Clubhouse Office Manager
Residents	

The following is a summary of the discussions and actions taken at the January 21, 2026 Lakeside Plantation Community Development District Board of Supervisors meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Ferguson called the meeting to order at 6:00 p.m. and called the roll. All Supervisors were present in person constituting a quorum.

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. Ferguson opened the audience comment period.

Resident (Donna Keller, 2395 Savannah Drive) asked what the CDD could do about people blocking the sidewalks and parking illegally. They were told by a County Commissioner that the CDD could sign an agreement with the City of North Port to have police come in and issue tickets. Resident Bob Edenberg of 2444 Magnolia Circle spoke about the growth in the preserve, on behalf of his neighbor who was a veteran and had a hard time getting around. According to the Fire Department, the preserve was supposed to be 20 feet away from buildings. His neighbor’s house was 8 feet away from the preserve. Ms. Ferguson indicated that the CDD would look into it. There being no further comments, Ms. Ferguson closed the audience comments period.

FOURTH ORDER OF BUSINESS

District Engineer

There being no comments, the next item followed.

FIFTH ORDER OF BUSINESS

Business Administration

A. Approval of Minutes of the November 19, 2025 Meeting

Ms. Ferguson presented the minutes of the November 19, 2025 meeting, which were included in the agenda package. Mr. Perry pointed out on Page 19, he questioned who authorized the group to come in, but it did not mention the Bible study group. On Page 20, “*over budget*” should be “*under budget.*” On Page 22, “*steam clean*” should be “*machine clean.*”

On MOTION by Mr. LaVoy seconded by Mr. Saul with all in favor the Minutes of the November 19, 2025 Meeting were approved as amended.

B Approval of Check Register

Ms. Ferguson presented the November 1, 2025 to December 31, 2025 Check Register, in the amount of \$346,768, which was included in the agenda package.

On MOTION by Mr. LaVoy seconded by Mr. Poulos with all in favor the November 1, 2025 to December 31, 2025 Check Register in the amount of \$346,768 was approved as presented.

C. Balance Sheet & Income Statement

D. Special Assessment Receipts Schedule

Ms. Ferguson presented the Unaudited Financial Statements and Special Assessment Receipts Schedule, which were included in the agenda package.

SIXTH ORDER OF BUSINESS

Amenity Facility Policies

A. Suggested Policy Changes – Ron Perry

Ms. Ferguson reported that this meeting was advertised as a public hearing, to adopt the amended Amenity Facility Policies, rates, deposits and fees. Staff continues to work on the policies, to figure out what works better for their day-to-day operations. Included in the agenda package, were policies that District Counsel prepared with some of the amendments. In addition, Mr. Perry sent an email with suggested policy changes, which were provided to the Board. Mr. Perry recalled at the November meeting, he suggested that each amenity include certain behaviors and Code of Conduct at the beginning of the index, of what the CDD Board expected out of their residents and guests when using CDD facilities. Mr. Poulos felt that the Code of Conduct needed to be adopted separately, as it was an administrative policy. Ms. Ferguson pointed out that the Board could adopt and amend the policies on a regular basis, but to adopt any rates or rate changes, they must hold a public hearing. Ms. Sandy indicated if the Code of Conduct would be utilized for the suspension of amenity privileges, it must be included as part of the public hearing. However, more basic or procedural items, they could change without a public hearing.

Mr. Poulos preferred that the Code of Conduct be a separate administrative guideline. According to bullet point number four for suspension and termination of privileges, the District could have other rules or policies that were not within the Amenity Facility Policies. Therefore, the Code of Conduct should be adopted outside of the Amenity Facility Policies. It should come in front of the community, but it did not need to be noticed, if he was interpreting this bullet point correctly. Ms. Sandy recommended that the CDD advertise it as a policy that would have a public hearing, if the Code of Conduct was for potential penalties. However, items listed in the Code of Conduct, were already in the Amenity Facility Policies. Mr. Perry explained that the

Code of Conduct would show everything upfront, in the index. Some items may be reiterated in the Amenity Facility Policies, but if it was buried, people would not see it and would rather see it listed separately. Ms. Ferguson reported that Mr. Perry included Section 2 definitions for tennis guests, access to secure areas on CDD property and a note about guest policies, Tennis Facility Policies, amenity rates, deposits and fees. There was also a section on weapons, which she addressed with Ms. Sandy and informed Mr. Perry, what he requested, could not be added to the policies. Mr. Perry requested that the Board vote on each section.

Mr. Perry MOVED to include a Code of Conduct in the Amenity Facility Policies. There being no second to the motion, the motion failed.

Mr. Perry felt that Ms. Sandy did a great job of defining all of the different types of people that may be onsite. However, there was no definition for tennis guests that were traveling league members or non-patron participants in the tennis pro lesson program and requested that it be included in the Amenity Facility Policies under Section 2.

Mr. Perry MOVED to include the Section 2 definitions for tennis guests in the Amenity Facility Policies. There being no second to the motion, the motion failed.

Mr. Perry pointed out that the current documentation and Mr. Sandy's update for Section 3, did not include access to secured areas of the Clubhouse, as they had traveling leagues that prop open the gate with bungie cords. Once they prop open the gate, they were opening it up for anyone to walk in. However, if the Board did not feel that it was problem, so be it. Ms. Ferguson did not feel that propping open the gates was a policy issue, as it was something that Mr. Myers and his staff was handling. Mr. Myers indicated that he removed the bungie cords, but if an employee had to stand at the gate, they had to pay them for half an hour to 45 minutes or they could speak to the tennis captains about having someone stand at the gate until everyone enters. Mr. Saul and Mr. Perry felt that was reasonable. Mr. Myers would schedule a meeting with the tennis captains. Mr. Perry asked if they could post a sign. Mr. Myers would install one. Mr. Perry pointed out that there was more to it, as patrons should not provide access to non-patrons. If they did not have a fob, they must access the Clubhouse through the front door, by ringing the

doorbell and reporting to the office. However, between 8:00 a.m. and 9:00 a.m., there was no one in the office and staff would not know whether or not the gate was propped open. Mr. Myers confirmed that there was staff in the morning, but they have not been able to get the non-patron to come to the door, if they could not get in.

Mr. Poulos believed that the conversation with the tennis captains should be if the traveling league members were caught sneaking in, law enforcement would be called, as the CDD had the ability to trespass people, but Mr. Poulos did not want to tell Mr. Myers what to do on a day-to-day basis. Mr. Myers pointed out that he communicated well with four tennis captains and would schedule a meeting. Ms. Ferguson noted if a resident propped the gate open, they would be suspended. Mr. Perry suggested for Section 4, guest policies, putting the burden on the patron for the behavior of their guest and included language that the patron would be responsible for ensuring registration of their guest and adherence to the Amenity Facility Policies. Failure to adhere to this requirement, would result in disciplinary action against the patron and guest.

Mr. Perry MOVED to approve Section 4 of the Amenity Facility Policies for guest policies and Mr. Poulos seconded the motion.

Mr. Poulos questioned how legal it was to hold someone accountable for someone else's actions. Ms. Sandy indicated that it already stated in the policies that patrons were responsible for their guests. If something was damaged by the guest, the patron would be responsible, because the CDD had no enforcement action against a guest, like they did a resident. Mr. Poulos questioned the change that Mr. Perry was proposing, if it was already in the Amenity Facility Policies. Mr. Perry questioned where this was stated in the policies. Ms. Sandy recalled that it was mentioned on Page 149 of the agenda package under guest policies, whereby "*Patrons who have registered a Guest, are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Policies as set forth by the District, could result in loss of that Patron's privileges and/or membership.*" It was also stated in other instances.

Mr. Poulos withdrew his motion and there being no second to the motion, the motion failed.

Mr. Perry suggested for Section 5, including language under the Tennis Facility Policies, as there have been multiple incidents involving players behavior on the tennis courts. There were only two references of behavior in the policies, for sportsmanship and proper etiquette and fair play, neither of which gets to the root of these instances. He wanted to see the undesirable behaviors expanded and to include additional behaviors under this section.

Mr. Perry MOVED to approve Section 5 of the Amenity Facility Policies for Tennis Facility Policies. There being no second to the motion, the motion failed.

Mr. Perry suggested adding under Section 6, rates, deposits and fees, that it was for patrons and non-resident members only, under the key fob section. Ms. Ferguson asked if Mr. Perry wanted to change the language or the fee. Mr. Perry wanted to see more detail in the fee structure, as anyone can purchase a fob for patrons and non-resident members.

On MOTION by Mr. Perry seconded by Mr. Poulos with Mr. Perry and Mr. Poulos in favor and Mr. Sabol, Mr. LaVoy and Mr. Saul dissenting, Section 6 of the Amenity Facility Policies for rates, deposits and fees was not approved (Motion Failed 2-3).

Mr. Perry reported that the last section was for weapons, which he was informed by District Counsel, that the law did not allow. Ms. Sandy clarified that per statute and State Law, the Florida Legislature were the only ones to provide regulations in terms of where firearms and weapons can be carried and recommended not including it in their policies.

B. Public Hearing to Adopt the Amendments to the Amenity Facility Policies & Amenity Rates, Deposits & Fees, Resolution 2026-04

Ms. Ferguson presented Resolution 2026-04, Adopting the Amendments to the Amenity Facility Policies and Amenity Rates, Deposits and Fees, which was included in the agenda package, along with a revised redline version of the policies and requested a motion to open the public hearing.

On MOTION by Mr. LaVoy seconded by Mr. Saul with all in favor opening the public hearing to Adopt the Amendments to the Amenity Facility Policies and Amenity Rates, Deposits and Fees was approved.

Mr. Perry pointed out that the Amenity Facility Policies were last revised on November 27, 2023 and recently, he reviewed the tennis policies with the tennis players. Many believed that they were unenforceable and provided suggestions. Mr. Poulos noted the first bullet point under the general policy for tennis, stated that the use of profanity, yelling or allowing disruptive behavior was prohibited, which referred to what Mr. Perry brought up. However, in his opinion, it was better to leave it open. When he was on the playground with his three kids on Sunday, he heard tennis players using profanity and preferred that Mr. Myers handle it with the tennis captains. Mr. Perry suggested including a Table of Contents in alphabetical order, for ease of navigation. Ms. Ferguson would defer to the Board as Table of Contents were typically not in alphabetical order. Ms. Sandy pointed out if someone clicks on tennis facilities in the Table of Contents, it goes directly to that section. Mr. Poulos did not understand the range under the rental rate, as the standard rental rate for the great room, was in the range of \$500 to \$750 for a maximum of six hours and asked if residents were only allowed to rent in six-hour time blocks. Mr. Myers explained that this was adopted in November when they were relatively new and had no structure. The Board adopted this and staff followed it but recommended going with an hourly rate. If someone wanted to have a baby shower for three hours, he would charge \$100 per hour, which was easier for the person renting the room to understand. They did this twice in the Fall and it worked.

Mr. Poulos questioned what rate Mr. Myers was suggesting. Mr. Myers indicated that he was following the original agreement, which stated \$100 per hour. Ms. Ferguson pointed out that they must schedule a public hearing to adopt this rate. Mr. Poulos noted that the range did not make sense as \$500 divided by six hours, was \$83 per hour and the additional fee for events with alcoholic beverages was steep, \$500 for patrons and \$750 for non-residents. Mr. LaVoy felt that having an hourly rate made perfect sense, as they wanted to maximize the rental of the space and they had no choice, but to schedule a public hearing, as they needed the revenue and it would give staff and the Board more time to look at it. Ms. Sandy clarified that they were allowed for adjustments to be made within that range, without setting another public hearing and the increase

or decrease within the range could either be set by the Board or the Facility Manager. The last time that the fees were revised, it allowed for the Facility Manager to have discretion within that range to set a larger rental rate based on a large event, versus something smaller, but she would defer to the Board, as it was pre-existing. However, in her opinion, having an hourly rate made sense, but wanted to provide context on why this was in place. Mr. Poulos agreed with having an hourly rate or if they wanted to keep the range, it should be changed to \$100 to \$750 and deleting the additional fee for events with alcoholic beverages. Ms. Ferguson suggested that the Board review the policies as amended and schedule the public hearing to address the rental rates and alcoholic beverage fee.

On MOTION by Mr. LaVoy seconded by Mr. Saul with all in favor closing the public hearing to Adopt the Amendments to the Amenity Facility Policies and Amenity Rates, Deposits and Fees was approved.

On MOTION by Mr. LaVoy seconded by Mr. Sabol with Mr. Saul, Mr. Poulos, Mr. LaVoy and Mr. Sabol in favor and Mr. Perry dissenting, Resolution 2026-04 adopting the Amenity Facility Policies as amended and Amenity Rates, Deposits and Fees was approved. (Motion Passed 4-1)

On MOTION by Mr. LaVoy seconded by Mr. Saul with all in favor setting the public hearing to approve room rental rates and alcohol fees for March 18, 2026 at 6:00 p.m. was approved.

Mr. Sabol pointed out that he has lived in the community for 15 years and heard tennis players and several other people use profanity, but after they use it, they come to the Clubhouse to apologize; however, they do the same thing again. When it was first witnessed, the violator received a suspension of one week, then a two-week suspension and after the third time, they would be permanently suspended. He encouraged residents to report it to staff, so that Mr. Myers could write up an incident report and move on with it.

SEVENTH ORDER OF BUSINESS**Business Items****A. Consideration of Resolution 2026-05 Election of Officers**

Ms. Ferguson presented Resolution 2026-05, election of officers, which was included in the agenda package, based on Mr. LaVoy's direction. Mr. LaVoy announced that he retired on January 1st from his consulting career and he and his wife decided to travel extensively for the next several years. Therefore, he no longer wished to serve as Chairman and nominated Mr. Saul. He was extremely proud of everything that was accomplished by this Board.

On MOTION by Mr. LaVoy seconded by Mr. Sabol with all in favor Resolution 2026-05 Election of Officers, electing Mr. Ken Saul as Chairman was adopted.

Mr. LaVoy nominated Mr. Sabol to serve as Vice Chairman, since this was his last term on the Board.

On MOTION by Mr. LaVoy seconded by Mr. Saul with all in favor electing Mr. Alan Sabol as Vice Chairman was approved.

Mr. Saul pointed out with Mr. LaVoy being Chairman, the Board was able to accomplish a great deal of things and everything was looking good. Mr. LaVoy felt that everyone should be proud, as it was a group effort. Mr. Sabol pointed out that Mr. LaVoy and the Board did a wonderful job, but felt that some decisions that they made, were too hasty. Ms. Ferguson appreciated Mr. LaVoy's guidance and support, pointing out that the other three Board Members would serve as Assistant Secretaries and GMS employees would serve as Assistant Treasurer, Treasurer and Secretary.

On MOTION by Mr. LaVoy seconded by Mr. Saul with all in favor electing Mr. Ron Perry, Mr. Devon Poulos and Mr. Pat LaVoy as Assistant Secretaries and GMS staff as elected previously was approved.

Mr. Sabol recalled making a comment a year and a half ago that he would never serve as Chairman or co-Chair again, but he did that and provided his qualifications to the residents that were in the audience. He was 85 years old and attended Pen State College, Berkeley in California

and took several courses at Clemson. In Pennsylvania, Mr. Sabol had the highest licenses for water and wastewater.

B. Discussion Items

1. Policing of Neighborhood Parking

Ms. Ferguson reported that the first item under discussion items, was for the policing of neighborhood parking, which was due to an issue with people parking in their driveways, but crossing the crosswalks. Some residents with children, had to go out into the road, to get around the vehicles. The last time that she spoke with the North Port Police Department about this, they were going to reach out to the HOAs, to get them to spread the word, in order to enforce it and educate residents and their guests not to park there. Mr. Saul recalled that they could pay the Police Department, but it was their discretion to issue tickets. Most of them just give warnings. The other problem was, at the single-family homes, there were two deputies that were constantly blocking the sidewalk with their vehicles and the North Port Police would not issue tickets to them. Mr. Poulos recalled that the issue in the townhomes started in 2023 or 2024, when the Governor came up with legislation that garage use could no longer be enforced by HOAs. Mr. Poulos wanted to know what the North Port Police were citing people for, as the CDD was constantly told that they were not public sidewalks. As far as the HOA being involved, they did not enforce it, because it was not HOA property. Ms. Sandy believed that the North Port Police Department acknowledged that there was a municipal ordinance that did not allow for people to block the sidewalks, but the question was how aggressive the CDD wanted to be in enforcing it.

Mr. Poulos indicated that walking out of his home and turning right, the sidewalk ended, but unless they wanted to finish the sidewalks and make the community fully walkable, he did not want to hear that people had to walk in the roads, because they had to walk in the roads anyway to get through the townhome community. What they were asking the police to do, was to come into the community and enforce this issue, but they could not tell an officer what to do. Ms. Ferguson pointed out that she spoke to Mr. Brian Gregory of the North Port Police Department and the photographed vehicles that she sent to him, which were and/or across any sidewalk, would be subject to city ordinance violations. As a result, she asked him to enforce those. He was supposed to speak with Code Enforcement. Mr. Poulos was informed by the head of Code Enforcement, that they would not go into community neighborhoods, because they did not know what those communities have above the standard code. Ms. Sandy pointed out that

because these were CDD roads and the CDD as a governmental entity, subject to the Florida Statutes, they did not have policies that went above and beyond State statute. The code that Ms. Ferguson was referring to, was a city code prohibiting vehicles from blocking a sidewalk. The city had the ability to enforce it, but as a manner of policy, they were pushing to have Code Enforcement provide the enforcement.

2. Sidewalk Survey

Mr. Myers reported that Mr. LaVoy went through the community again this year, as he did last year and compiled a list of sidewalks that had some lifting. They contacted Williams Concrete that repaired and grinded sidewalks last year and for the 45 or 50 that needed to be repaired and grinded, the cost would be \$6,000. Mr. Perry recalled the CDD spending in the last few years, \$110,000 correcting sidewalk issues and noticed that a third of the locations, were in driveways and asked if there was an elevation difference between the panel and the driveway. Mr. LaVoy confirmed that it was to the left and right of the driveway and was a trip hazard. Mr. Perry pointed out that they tried to grind panels lifted by tree roots and questioned why they would have their vendor do the same thing, as grinding them would not stop the roots from lifting them. Mr. LaVoy explained that the ones they did before, was after 20 years of neglect and they just wanted to do some cleanup here and there, in order to minimize trip hazards in the community. Mr. Saul questioned whether they were taking care of sidewalks that had cracks. Mr. LaVoy confirmed that six were in the proposal. Some may be cracked, but they were not a trip hazard. Ms. Ferguson questioned the timeframe. Mr. Myers indicated that they would do it whenever the Board wanted them to do it. There was a proposal in his report.

3. Speed Enforcement on Plantation Boulevard

Ms. Ferguson spoke with Mr. Gregory of the North Port Police Department about speed enforcement on Plantation Boulevard and included in the agenda package, a flashing speed sign that she used in a different community through Traffic Logics. It also had technology that recorded the speeds, in order to provide an average speed. She also provided to the Board, a special detail application and agreement, for speed enforcement that the CDD would have to pay for. Mr. Poulos was shocked at the number of older people speeding up and down Plantation Boulevard and reported that the Police Department was installing new cameras in school zones. Lee County installed them on buses and issued \$720,000 worth of tickets, since the beginning of

the school year, to school bus runners and recommended it for Plantation Boulevard. Having a flashing sign was awesome, until people realized it was just a flashing sign and felt that it would be worth asking the Police Department if they would do a pilot project and use unmarked cars, to see if it was a problem. His concern was that a Sandhill Crane or a child would be hit, as people were driving 75 to 80 MPH. Ms. Ferguson would send them an email and provide their response at the next meeting.

C. Discussion of Tennis Court Resurfacing Project

1. Consideration of Sports Surfaces Invoices

Ms. Ferguson presented two invoices from Sports Surfaces, which were included in the agenda package, as the tennis courts were not up to standard. When Sports Surfaces originally applied clay to the tennis courts, they did what they were supposed to do but did not apply adequate clay. In discussions with Mr. Myers and the tennis group, Ms. Ferguson indicated that the courts were not up to standard. Mr. Myers explained in the original proposal, Sports Surfaces added 1.4 tons of clay to each court. They looked beautiful and he signed off on them, but when people started playing on them, a day or two later, the clay started coming up, because there was not enough clay. Now it was starting to effect the new lines on the courts. He stopped payment on the check until they could figure out what was going on and immediately communicated with Sports Surfaces, but he did not hear from them. At this time, they needed more clay, but if they applied the clay, the lines would start to come up from the binder. What upset Mr. Myers was that he was not an expert on clay tennis courts and never once did Sports Surfaces come to him during the resurfacing and said there was not enough clay. However, Sports Surfaces did say that the net posts were rusted and needed to be replaced, which they did, as he did not want to tear up the tennis courts again to put the new posts in. Dennis who used to take care of the courts for seven years, teamed up with him to come up with a plan to keep the courts functioning until the season was over. Mr. Myers did have to purchase another pallet of clay and they were adding clay as needed. However, they would need another pallet of clay before the end of March

Mr. Poulos asked if Sports Surfaces originally put in 1.4 tons and they were going to add 43.4 more tons. Mr. Myers replied affirmatively. This company was professional, but at the time, he did not know how much clay was needed; however, he now knows. Mr. Poulos estimated that they paid over \$62,000 to Sports Surfaces and questioned whether any of the other companies were close to the \$62,000. Mr. Myers recalled that the Welsh Tennis proposal was \$42,000 for

all four courts. Mr. Poulos appreciated Ms. Ferguson stopping payment on their check and proposed going back to Sports Surfaces and letting them know that the original amount of \$16,050 should not be paid to them and the CDD should receive a credit back. Mr. Perry noted that part of that was for the net posts. Ms. Ferguson explained that normally they would have paid for the nets, but the CDD accountant cut the check for both invoices together. These were the checks that were held and this was why Ms. Ferguson wanted to come before the Board. However, she reached out to Sports Surfaces and informed them that they were the professionals and should have quoted the clay accurately. Furthermore, according to their agreement, Sports Surfaces were supposed to come back with a Change Order, if they realized there was not enough clay or something was not right, but that did not happen. Ms. Sandy recalled an email that said the amount of clay that they were proposing, a one-time super sack, would make a small difference and in order to refresh the courts, they recommended five super sacks, equating to 1.4 tons of clay per court.

Before entering into any contract for \$45,000 worth of clay, Mr. Sabol wanted the two-year guarantee that Sports Surfaces offered in their contract. Ms. Ferguson suggested authorizing a Board Member to work with her on the Sports Surfaces invoices. Mr. LaVoy offered to look into it with Ms. Ferguson. Mr. Perry was in favor of approving \$9,800 for the net posts, as there was no dispute about it. Mr. Myers had no problem paying the \$9,800, but if they pursued the two-year guarantee, he did not think they would get anywhere with Sports Surfaces. Ms. Sandy clarified that the two-year guarantee had to do with defects in workmanship and it was her understanding, that there were no defects in workmanship. Mr. Sabol felt that it was ridiculous that Sports Surfaces wanted \$16,000 and could not be held accountable for not providing enough clay. Mr. Saul agreed. Mr. Poulos questioned how they go from 1 ton to 44 tons of clay and agreed with stopping payment on the \$6,000 but pay Sports Surfaces for the net posts. Mr. Perry spoke to one of the tennis players who informed Dennis that after it rains and the clay dries out, it shrinks and recommended not giving Sports Surfaces any more business, but they were bound to pay for the net posts. He further recommended when going out for Request for Proposals (RFP), they should have everything in order, as there was enough expertise available.

On MOTION by Mr. Poulos seconded by Mr. LaVoy with all in favor the invoice from Sports Surfaces for net posts in the amount of \$9,800 was approved.

On MOTION by Mr. Poulos seconded by Mr. Sabol with all in favor authorization for Ms. Ferguson to work with District Counsel and Mr. LaVoy on the Sports Surfaces invoice of \$6,250 was approved.

EIGHTH ORDER OF BUSINESS**General Audience Comments**

Ms. Ferguson opened the general audience comments period. Resident Bob Edenberg of 2444 Magnolia Circle indicated that he was on the Executive Board for the men's tennis league and believed that they only needed 3 tons of clay per court and not 45 tons, which would equate to \$13,000. As a captain, he opened the gate for league members and leaving it open with a bungie cord. There being no further comments, Ms. Ferguson closed the general audience comments period.

NINTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Ms. Sandy reported that the Legislative Session was starting and emails would be sent by her firm, discussing items that the affect Special Districts.

B. Amenity Manager**1. Report**

Mr. Myers reported on the sales for the amenities. For the months of November, they had \$4,063 in sales and \$964 in expenses, leaving revenue of \$3,099. December sales were \$4,999, but expenses were a bit higher, \$3,789, due to the New Years Eve party, but they still ended up with revenue of \$1,240. From October 1, 2023 to September 30, 2023, the Clubhouse had \$31,000 in sales and from October 1, 2024 and until September 30, 2025, they had almost \$43,000 in sales. This was one reason he was concerned about their rental rates. It was not on the agenda, but he had Pro Audio look at the sound system two and a half weeks ago. The speakers were very old and to get better sound and more of a stereo sound when they were playing music, Pro Audio recommended replacing the speakers in this room. However, the speaker in the multi-purpose room, did not work at all. There should be two speakers in this room, due to the size. Pro Audio also recommended installing a box on the wall, for someone to use a Bluetooth password, if they wanted to rent the room. They could also plug in a USB port, to play music off of their

iPad or phone. This would help with revenue, as he currently could not rent the sound system to anyone. In addition, pool aerobics took place from 9:30 a.m. to 10:30 a.m. and the ladies had to use a boom box that they had to put 14 batteries in. All of this was included in the original quote, which was \$33,000, but the Board wanted to go with the main components. However, the main components did not get them where they need to be, as far as renting out the sound system. The cost for the main components was \$4,259.02.

Mr. Poulos noticed that the proposal included painting the ceiling and asked if a not-to-exceed of \$5,000 could be approved to include this expense. Mr. Myers explained that because there was drywall, Pro Audio was concerned about a space that needed to be patched and painted, because of the new speakers. Mr. Poulos believed that Mr. Myers could hire a painter for less than what Pro Audio wanted. Mr. Myers felt that it was best to include an amount for painting of the ceiling. Ms. Ferguson pointed out that the proposal was not provided to the Board and this item was not included on the agenda and must be opened up for audience comments. There were no audience comments. Mr. Poulos pointed out that according to Mr. Myers guidelines, this item did not have to come to the Board, as it was less than his threshold.

Mr. LaVoy MOVED to approve the proposal from Pro Audio for a sound system in the amount of \$4,259.02 and Mr. Saul seconded the motion.

Mr. Saul recalled that the Board was going to approve the proposal in a not-to-exceed amount for ceiling painting.

On VOICE VOTE with all in favor the proposal from Pro Audio for a sound system and ceiling paint in a not-to-exceed amount of \$5,000 was approved.

2. Incident Report (To Be Provided Under Separate Cover)

Ms. Ferguson reported that an Incident Report was provided to the Board under separate cover for review. The resident that it pertained to, did come in and apologize to Mr. Myers. Mr. Saul did not want to take further action, unless a second incident occurred.

3. Consideration of Williams Concrete Proposal for Sidewalk Repair

Mr. Myers presented the proposal with Williams Concrete for the sidewalk repair, which was included in the agenda package and was in the amount of \$6,000. He did not get additional proposals, because they would be a great deal higher.

On MOTION by Mr. LaVoy seconded by Mr. Sabol with all in favor the proposal from Williams Concrete for a sidewalk repair in the amount of \$6,000 was approved.

4. Consideration of Proposals for Clubhouse Sealcoat and Striping**a. DMI Paving & Sealcoating****b. Asphalt Services****i. Option 1****ii. Option 2**

Mr. Myers presented proposals for Clubhouse sealcoat and striping with DMI Paving & Sealcoating (DMI) in the amount of \$10,220 and from Asphalt Services in the amount of \$5,840 for Option 1 and \$7,460 for Option 2, which were included in the agenda package. He was asked by Mr. LaVoy to obtain a couple of proposals for sealcoat and striping the Clubhouse parking lot, which was not in severe condition. According to DMI and Asphalt Services, if they filled in the cracks in the parking lot, seal coated it, repainted the lines and replaced some parking bumpers, they would get five to seven years more life. Mr. LaVoy asked if Mr. Myers worked with both of these companies and if so, which one he recommended. Mr. Myers worked with both companies and preferred Asphalt Services, as they spoke with him the most about the project. Ms. Ferguson noted two options for Asphalt Services and questioned which option Mr. Myers recommended. Mr. Saul preferred Option 2, as it included the stops and crack fill. Mr. Myers agreed, as it included everything. Mr. Saul pointed out that according to the proposal, the work would take two days, but there would be an additional charge and asked if everything could get completed in one day. Mr. Myers was told that it would take two days, as half of it would be done one day and the other half the next day. Mr. LaVoy questioned the cure time. Mr. Myers confirmed that it needed 24 to 48 hours to cure. Mr. LaVoy preferred to do it half and half.

Mr. Perry questioned why they would throw money away to try to extend the life, as crack filling and sealing would not correct the issues. The only way to correct it, was to mill and resurface, which was scheduled for 2028. Mr. LaVoy recalled that there was input from the

District Engineer. Ms. Ferguson pointed out that Ms. Palmer stated that the sealcoating and striping would prolong the life of the asphalt and as long as it was not in bad condition, she recommended it. Mr. LaVoy would like to see how long it lasted, because the parking lot was used extensively. Mr. Sabol inspected it today and noticed a large crack. Ms. Ferguson pointed out that this proposal would fill in that crack. Mr. LaVoy felt that for the cost, it was worth it, as it would make the Clubhouse look better. Mr. Sabol agreed, as they were trying to promote business. Ms. Ferguson pointed out if the Board was ready to proceed, they could approve Option 2 from Asphalt Services in the amount of \$7,460. Mr. Saul believed the amount was \$5,840 for the seal and restripe, \$1,620 for the curb stops and \$1,500 for the crack fill. Ms. Ferguson indicated that Asphalt Services itemized it out for Option 2, for a total amount of \$7,460. Mr. Poulos questioned why they needed crack seal. Mr. Myers was told if they did not seal the cracks, the cracking would continue. Mr. Saul pointed out that the actual amount was \$9,635.

On MOTION by Mr. LaVoy seconded by Mr. Sabol with Mr. Poulos, Mr. Saul, Mr. LaVoy and Mr. Sabol in favor and Mr. Perry dissenting, Option 2 of the proposal from Asphalt Services for Clubhouse sealcoat and striping in the amount of \$9,635 was approved. (Motion Passed 4-1)

Ms. Ferguson reported that there was currently \$488,000 in the reserves, as of December 31, 2025. This did also not include the budgeted amount of \$385,000 for this fiscal year, which would increase reserves to \$873,000.

- 5. Consideration of Proposals for Cleaning Services**
 - a. Sabrina's Complete Cleaning**
 - b. J.I.H Care Solutions**
 - i. One-Time Deep Cleaning**
 - ii. Weekly Cleaning**
 - c. Riki BB General Service**

Ms. Ferguson presented proposals for cleaning services from Sabrina's Complete Cleaning (Sabrina's) in the amount of \$2,300, J.I.H Care Solutions (J.I.H) for a one-time deep cleaning in the amount of \$750 and weekly cleaning in the amount of \$160 per week and Riki BB General Service (Riki) in the amount of \$2,000 per month. Mr. Myers clarified that Sabrina's

proposal was for once per week cleaning. Ms. Ferguson pointed out that Sabrina's proposal was \$324 per week for weekly cleaning and \$950 for the initial deep cleaning, to bring the Amenity Center up to standard. These proposals were obtained by Mr. Myers and were included in the agenda package. For cleaning of the floors, Mr. Myers verified that two companies would use what the manufacturer recommended, but the CDD would have to purchase the product. Sabrina's would charge \$1,350 to clean the new vinyl flooring in the Clubhouse and then they would come once per week to clean for \$324 per week or \$1,296 per month. Ms. Ferguson asked if it included the kitchen. Mr. Myers confirmed that it did not include the kitchen. Mr. Sabol questioned why they would have to clean weekly, as the deep cleaning should be good for several months. Ms. Ferguson pointed out that the proposal included cleaning, stocking paper towels and toilet paper. Mr. Myers noted that staff checked the bathrooms once daily and constantly vacuumed clay from the tennis courts. They were also wiping the equipment in the Fitness Room, but while one of his employees was cleaning, four people were in the Clubhouse and no one was there.

Instead of having someone come one time per week, Mr. Poulos preferred to hire another part-time staff member to clean. Ms. Ferguson recalled mentioning the hiring of a staff member that would do the cleaning. Mr. Saul pointed out that the proposal for J.I.H included a one-time cleaning for \$750 and a weekly cleaning for \$160 per week. Mr. LaVoy suggested trying it for one month. Mr. Myers preferred to hire someone to clean, which he would monitor. Mr. Poulos pointed out that hiring someone to clean seven days per week would cost \$2,000 per month, which was \$24,000 for the year. If they spent money on cleaning, it should be more than one day per week and if they did not want to spend \$24,000, they could have someone in-house clean five days per week for four hours. Ms. Ferguson reported in many communities, they have two times per week cleaning during the off-season and three times per week during the busy pool season. J.I.H Care Solutions quoted \$160 for one time per week cleaning, but could ask them to provide twice per week cleaning services for \$320 or \$1,280 per month. Mr. Myers was amenable to two days per week service. Mr. Poulos questioned who would take care of the bathrooms the other five days per week. Mr. Myers indicated that Frank deep cleans them on Wednesday, but spent more time cleaning the outside restrooms, because they were used more. Mr. Perry recalled that Frank was spending at least 20 hours per week at the tennis courts and proposed obtaining quotes for tennis court maintenance. Mr. Myers would do so. Regarding the

cleaning, Ms. Ferguson suggested asking J.I.H. if they would do twice per week cleaning for \$1,280 per month for one month. Mr. Myers was amenable to having J.I.H. do a one-time cleaning for \$750, ask for a cost for twice per week cleaning and trying for one month. Mr. Perry voiced concern about J.I.H. using a pad and machine, as it could hurt the surface of the floor.

On MOTION by Mr. Saul seconded by Mr. LaVoy with Mr. Saul, Mr. LaVoy and Mr. Sabol in favor and Mr. Perry and Mr. Poulos dissenting, the proposal with J.I.H Care Solutions for a one-time deep cleaning in the amount of \$750 was approved. (Motion Passed 3-2)

Discussion ensued regarding the proposal with J.I.H. for once per week cleaning in the amount of \$160 per week. Mr. Saul wanted to see the results of the deep cleaning and then discussing twice per week service. Mr. LaVoy wanted the Board to approve the proposal and then discuss twice per week service with J.I.H. Mr. Saul pointed out that it could be a week or two before J.I.H. could come out. Mr. Myers would call them first thing in the morning. Mr. LaVoy wanted to see what J.I.H. could do and if they were happy, they would continue with once per week cleaning or increase it to twice per week.

On MOTION by Mr. LaVoy seconded by Mr. Sabol with Mr. Saul, Mr. LaVoy and Mr. Sabol in favor and Mr. Perry and Mr. Poulos dissenting, the proposal with J.I.H Care Solutions for weekly cleaning in the amount of \$160 per week was approved. (Motion Passed 3-2)

Mr. Poulos explained that he dissented because two days per week did not make sense to him. He would like to have cleaning seven days per week.

6. Grounds Maintenance Report
a. Getz Outdoor Monthly Report

Mr. Saul understood that no one from Getz Outdoor was at the meeting. Ms. Ferguson confirmed that Mr. Austin Getz was not present. Mr. Saul reported that there were a couple of situations, such as Getz Outdoor breaking a mower on one of the ponds. Mr. Myers had not been able to go down there to check it this week but would do so tomorrow. They were supposed to

repair the pond bank and bring some sod out. Ms. Ferguson informed them by email that they needed to bring it back to the way it was before. They said that they would. Mr. Saul reported having discussion with Mr. Getz a week or so ago, about the Palms upfront that were never trimmed because it was too moist. They were losing Palm fronds every day and wondered if they should have a discussion before they get into rainy season. There was a quote. The question was whether to continue with that quote or request a new quote to take care of the ones that needed attention. Mr. Sabol wanted to get a new quote. Mr. Saul would obtain one for the tall ones upfront and the ones by the pool. Mr. Myers indicated that Getz Outdoor trimmed the ones by the pool, except for one in the back. Mr. Saul also asked Mr. Getz to trim the median area on Plantation Boulevard. Mr. Perry recalled that they had Mr. Getz on the phone, when he brought up the swale in the retention pond between Dixie Lane and Boxwood Street. Mr. Getz stated that he would look at it, but that was two months ago.

Mr. Myers reported that he spoke to other lawn services, as he was frustrated with Getz Outdoor. They already lost their job with the townhomes, because they were doing things like this. The last couple of times that he spoke with Mr. Getz, he got firm with him and the next day, they were taking care of it, but Mr. Myers felt like he should not have to babysit them and would come down hard on Mr. Getz tomorrow morning. Mr. LaVoy suggested that Ms. Ferguson send them a demand letter. Ms. Ferguson asked if she should put them on notice. Mr. Perry would rather wait. Mr. Poulos understood that Mr. Myers was managing the day-to-day operations and if he felt that they were not meeting the needs of the CDD, Mr. Poulos expected Mr. Myers to provide a solution, as Mr. Poulos did not like babysitting companies. Mr. Poulos was also in favor of putting it in writing and sending them a notice. Mr. Saul agreed that a letter should be sent. *There was Board consensus for the District Manager to send a demand letter to Getz Outdoor.* Mr. LaVoy recalled that Mr. Getz was supposed to provide an Irrigation Report with pictures every month. Mr. Myers confirmed that he only received one report at the beginning of their service.

Mr. Myers pointed out that there was supposed to be communication by email once per week on what they completed and they failed to do so. The tennis guys informed him two weeks ago, that the Palms were growing into the sidewalk, which would be a dangerous situation. Mr. Poulos asked if there was irrigation that runs on Plantation Boulevard near the sidewalks. Mr. LaVoy indicated that it was on the sidewalk side. Mr. Poulos wanted it to be inspected because

