

**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, **March 18, 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:

Ken Saul	Chairman
Alan (Bud) Sabol	Vice Chairman
Pat LaVoy	Assistant Secretary
Devon Poulos	Assistant Secretary
Ron Perry	Assistant Secretary

Also present:

Amanda Ferguson	GMS
Sarah Sandy <i>by Zoom</i>	Kutak Rock, LLP
Harold Myers	Clubhouse Office Manager
Sebastian Willis	Solitude
Gerry Montavani <i>by Zoom</i>	Welch Tennis
Jeffrey McClure <i>by Zoom</i>	Welch Tennis
Residents	

The following is a summary of the discussions and actions taken at the March 18, 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.

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 public comment period. The following residents addressed the Board:

- Mr. Mark Wende of 1197 Jonah Drive felt that people did not have their facts straight regarding use of the Clubhouse by the bible study group and questioned whether it was approved by a vote of the Board.

Ms. Ferguson pointed out that it was a CDD sponsored event and would be directed by amenity staff. Mr. Wende asked if this was the normal procedure for space being used and how this was different from the Lakeside Plantation Social Planning Group (LPSPG). Ms. Sandy recalled that the LPSPG were approved as a community club but were hosting events on their own behalf. Mr. Wende felt that this was vague and there should be a stringent review of the entire situation. Furthermore, the Bible Study Group only paid a \$200 one-time donation and did not pay anything else for the use of the Clubhouse. Ms. Ferguson confirmed that this was accurate, but it was a CDD sponsored event. Mr. Wende felt that the Board was not doing what was in the best interest of their constituents, the people who pay a CDD fee, as they take up the entire parking lot and deny use of the facility by residents. Ms. Ferguson pointed out that Mr. Wende's three minutes were up. Mr. Poulos authorized Mr. Wende to continue, but the Board could not respond to his comments during an audience comment period. However, he explained that this was a CDD sponsored event, as the LPSPG did not want to give up control of planning their own events and programs. Mr. Saul recalled that the Board made an agreement with the LPSPG. Ms. Sandy could not recall if the Board took a vote on the bible study group but recalled that there was a long discussion regarding this group and the LPSPG as a community club. There was no Board direction to not have the bible study group as part of the community programming moving forward and would continue as it was set up.

- Ms. Fran Dobler of 1707 Scarlett Avenue indicated that there were three or four preserve areas where high grass was being allowed to grow, which looked unsightly and was a haven for snakes. It was a concern as people were walking their dogs in the preserve.
- Mr. Rich Maltese of 2410 Magnolia Circle recalled discussion at the January meeting about charging the HOA to hold parties in the Clubhouse; however, it

was tabled until the March meeting and questioned whether there was going to be discussion or a vote by the Board on the fees. *Ms. Ferguson confirmed that the public hearing was advertised to discuss the Amenity Policies and the rates.*

- Mr. Gary Ronald of 2608 Peach Circle thanked Mr. Myers and his staff for the 80's dance and hamburgers and hot dogs.
- Mr. Cipriano of 2510 Magnolia Circle asked if residents had to comment after the fees were discussed. Ms. Ferguson indicated that the floor would be opened for public comments during the public hearing.
- Mr. Don Peacock of 2494 Magnolia Circle questioned the agenda item for the tennis court resurfacing, as he spoke with a tennis players who felt that the tennis courts were the best that they had ever been and requested that the Board take this into account.
- Ms. Mary Cox of 2640 Cottonwood Lane thanked the Board for including on the agenda, the flashing speed limit signs and asked if the Board would consider evaluating the crosswalk in the middle of a green area on Scarlett Avenue. There was only half of a crosswalk on one side.
- Ms. Terri Maltese of 2486 Magnolia Circle did not feel that the company that was cleaning the pool was doing a good job. They only do scrubbing here and there and left the other side of the pool filthy.
- Mr. Joseph Ferro of 2510 Magnolia Circle agreed that there were issues with the pool and questioned why there was always a problem. There needed to be a permanent fix. *Mr. Saul pointed out that the pool would be discussed later in the meeting.*

There being no comments, Ms. Ferguson closed the audience comments period.

- **Consideration of Proposals for Tennis Court Resurfacing (Item 4B)**

1. **U.S. Tennis & Recreation - \$18,600**

2. **Welch Tennis - \$32,995**

Ms. Ferguson requested that consideration of the proposals for the tennis court resurfacing be discussed at this time and presented proposals from U.S. Tennis & Recreation (U.S. Tennis) in the amount of \$18,600 and Welch Tennis (Welch) in the amount of \$32,995. A representative from Welch Tennis was present via Zoom to answer any questions. Mr. Poulos

recalled that Mr. Don Peacock of 2494 Magnolia Circle spoke to a couple of tennis players and questioned what he was hearing. Mr. Myers heard that the courts in the last few weeks, have been in good shape, but it was due to adding extra clay. However, there was still not enough clay on the courts and it needed to be done in the correct way. Approximately 1.4 tons of clay was added to each court and according to the experts, they should have 5 tons per court. In addition, to add new clay, they must re-line the courts. Every morning, they were adding new clay because there was not enough clay. Mr. Don Peacock of 2494 Magnolia Circle appreciated Mr. Myers doing that, but the tennis players were commenting on the condition of the courts. Mr. Myers indicated if he goes two weeks without adding clay, they were not going to say the same thing. Mr. Saul questioned the amount spent on clay thus far, to keep it in good condition. Mr. Myers estimated that he spent \$500 or \$600 per pallet and \$250 per shipping for four pallets of clay in the last four weeks, for a total of \$3,500. This was in order to get them through the last match on March 27th.

Mr. Perry pointed out that they learned an extremely expensive lesson with Sports Surfaces, by spending \$12,000 to \$13,000, taking them at their word, but they could not trust vendors, as their job was to sell something and make money. However,, no one here had the expertise to determine if there was an issue with these courts and suggested finding a third-party vendor to perform an independent analysis on the courts. Ms. Ferguson provided a tennis court resurfacing proposal comparison to the Board, comparing both vendors and noted that in their proposal, Welch included 5 tons of material, compared to U.S. Tennis, which included 2 tons. Mr. Poulos felt that it was highly inappropriate to have only one of the two vendors present to answer questions and requested that Welch remove themselves from the meeting and keep this between the Board. Ms. Sandy pointed out that since this was a public meeting, they could not ask anyone to leave but asked if both vendors were invited. Ms. Ferguson confirmed that U.S. Tennis submitted a proposal but could not attend. Mr. Perry requested that U.S. Tennis attend the next meeting. Mr. Poulos pointed out that both vendors were given the opportunity to attend and one could not make it.

Mr. Gerry Montavani with Welch Tennis introduced himself. They were not here to sell anything or go through the proposal but were simply in attendance to provide their expertise. Mr. Jeffrey McClure, Vice President of Welch Tennis was also present to provide his expertise, as he was ASBA certified in court construction and design. Mr. Sabol questioned Welch's opinion of

their courts. Mr. Montavani confirmed that he inspected the courts and did not dispute that the playing conditions were good, but when he looked at the depth, the courts were half an inch on 75% of the courts, meaning that it was not sustainable for one maintenance person to keep that going and requested that Mr. McClure explain why a resurface was needed. Mr. McClure pointed out that Welch and Fast Dry Courts were the only certified court builder in the State. If the Board wanted a third-party opinion, he offered to provide contact information for Har True, the manufacturer of the clay material. However, regardless of the court builder, when a court was initially built, it was built with 1 inch thickness of clay material. Once below that depth, how the court was irrigated may vary. The court does weather and the material migrates based upon weathering and maintenance. Part of maintaining a court, was moving that clay material around, so it did not get hard or grow algae and mildew. It should be leveled, so there was a nice smooth playing surface.

Mr. McClure further explained when Mr. Montavani took clay depths across different areas of the court, he was only measuring approximately half an inch of the clay and once he was below that, he hit the screenings. With weathering and play, that material would continue to wear and get closer to those screenings, causing complications with the court and the playability. Therefore, Mr. Montavani's recommendation of 5 tons per court, was based off of the clay measurement. The 1.3 tons that staff applied, was considered a dusting, which was why there was no difference when they performed that work. For a 1-inch thickness to cover 7,200 square feet (60 feet by 120 inches) of a single tennis court, 40 tons of clay material was needed. A quarter inch would equate to 10 tons of material. The reason why Mr. Montavani did not recommend putting that much material down, was because three years ago, these courts were resurfaced and recently Sports Surfaces tried to top dress these courts. Mr. Montavani was trying to provide a more reasonable price point, to at least keep the courts in a decent playing condition. Mr. Sabol asked if the recommendation was to have 1 inch of clay at all times on that court. Mr. McClure confirmed that this was the manufacturers recommendation, for a pristine playing condition. The courts were groomed nicely, based on the pictures that he viewed and what Mr. Montavani told him and the fact that a second maintenance guy was added to help and they were adding bags of clay to help with the wearing of the courts, as many communities did not have on-site or daily maintenance and their courts looked terrible.

Mr. Sabol questioned the cost to put down 40 more tons of clay. Mr. McClure clarified that Welch was not recommending putting down 40 more tons, as there was still clay material on those courts. However, to get back to the full 40 tons, they were recommending 15 tons per court; however, they could get away with 5 tons per court, to keep the courts in a good playable condition. Mr. Perry assumed that Mr. McClure did not recommend taking out the existing clay. Mr. McClure confirmed that this was the case. Usually when they do a resurface, they would scrape and remove any algae or dead material, but maintenance staff was doing a great job of keeping those courts clean and the 95% to 100% of the 5 tons, would be in addition to what was already there. Mr. Perry questioned what the court surface would look like when they get down into the half to three-quarter inch depth. Mr. McClure indicated that was the current depth, but during play and maintenance, as material continues to migrate and move around, the green would get thinner and they would get less of that initial inch and it would go down to the sand screenings, which was a brown or whitish color. Those migrate up to the top through the clay material, which messes up the entire system. Mr. Perry questioned with a clay court, whether they would continually be adding clay. Mr. McClure replied affirmatively, depending upon the time of year and the amount of clay that the courts receive, as some areas would wear more than others. These were areas that maintenance was addressing, to prevent any puddling or ponding.

Mr. Poulos questioned where the \$32,995 would be paid out of. Ms. Ferguson confirmed that it would come from reserves. Currently, in the capital reserves, there was \$455,718, but it did not include the transfer that would take place in March. Therefore, there would be \$841,118 in capital reserves. Mr. Poulos pointed out that tennis was the only amenity that non-residents were involved in and would like to shift the tennis burden to the tennis memberships to pay for these courts, moving into the next budget, as the CDD spent close to \$100,000 on the tennis courts. Mr. Perry pointed out that tennis was not making much money, as they only generated \$14,000. Mr. Myers felt that an increase would be justified, if their courts were the best in the area. Mr. Saul questioned the last time that the rates were increased. Mr. Myers recalled that they just increased by 3%, but there could be a bigger increase. Mr. Poulos pointed out if they raised the rates, maintenance costs should decrease, because less people would be using them. Mr. Saul noted that less usage would have less wear and tear, but the rain would not stop coming down to wash them out.

Mr. Myers asked if they had the correct amount of clay from the start, whether one pallet of clay would last them a year. Mr. McClure confirmed that was the case; however, adding more and more material was not sustainable and their goal as court specialists, was not just do a resurfacing, but to be a long-term partner. In order to do it the right way and ultimately save costs long-term, the courts needed to be done correctly and not just top dressing, which was what U.S. Tennis would do. They would bring in material, level it and it would look brand new, but this was not what Welch was recommending. What they were recommending would save the community long-term trouble, money and problems. It was a long-term strategic plan. In addition, Mr. McClure recommended a 3- to 4-inch-deep trench around the entire perimeter, to help the drainage, before the rainy season. Mr. Sabol asked if they did not do anything, whether the courts would start to deteriorate. Mr. McClure replied affirmatively but wanted to better understand the usage of their courts and resident attendance. Mr. Myers indicated that this time of year, they were close to 100%, but in another month, they would be at 75%. They just had a Summer sizzler program, which 50 ladies participated in and the normal players that get together in the Summer months.

Mr. McClure appreciated that information, as it helped him to understand the amount of play these courts were getting and the amount of deterioration and recommended every two years, having the courts top dressed by a court specialist, with between 1.5 to 3 tons of material and new playing lines. There should also be a laser grade resurface with a larger amount of material (approximately 5 tons per court) every five to seven years. Based upon having four courts and the usage of those courts, Mr. McClure further recommended four to six bags of clay per court every two to three months. Mr. Myers pointed out that they should not have to do so, if they have the 1 inch of clay from the start. Mr. McClure indicated that there would be wear from play and weather, as the material would migrate when it rains and the court drains and must be put back. Furthermore, to help aid in the proper drainage of the courts, they must ensure that the outside perimeter of the court was at least 2 inches below the grade of the court, as it would allow the water to run off. Any landscaping that was higher than the court surface, would impede the water from running off of the court, causing water ponding on the court, leading to wear and tear, algae and mildew build up, resulting in more clay material, as they must scrape off the bad material. There being no further questions, Ms. Ferguson thanked Welch for attending this meeting and educating the Board. Mr. Perry questioned how many paying members use the

tennis court. Mr. Myers would provide this information. Ms. Ferguson asked if the Board wanted to consider the proposals or reach out to Har Tru for further information. *There was Board consensus for Ms. Ferguson to obtain further information from Har Tru and invite U.S. Tennis to the next meeting.*

- **Aquatics Manager – Report (Item 4F)**

Ms. Ferguson requested that the Board hear the Aquatics Manager Report at this time, as a representative of Solitude was in attendance. Mr. Sebastian Willis, the Field Operations Manager for Solitude, presented the Aquatic Inspection Report, which was completed by his Field Systems Manager. Ms. Ferguson pointed out that a copy was included in the agenda package and posted on the CDD website. Mr. Poulos questioned whether Lake 4, behind the townhomes, was supposed to look this way or whether there was something that they could do to clean it up. Mr. Willis indicated that to his knowledge, the lake was supposed to look this way. Mr. Poulos felt that it was an eyesore and requested that it be addressed. Mr. Willis would find out why the lake needed to be this way. Mr. Perry asked if Solitude performed the aquatic inspection on their own or if it was requested. Mr. Willis indicated that it was a result of a request and they would provide this report quarterly. Ms. Ferguson confirmed that Solitude was under contract to provide this report. Mr. Saul recalled at a prior meeting, someone mentioned that there was debris in the ponds and questioned whether it was removed. Mr. Willis indicated that they removed at least six bags of garbage, as well as tree limbs, branches, palm fronds and anything that was along the shoreline.

Mr. Sabol questioned the general condition of the ponds. Mr. Willis reported that the ponds were exceeding expectations. The technician was doing a fantastic job. He expressed to Mr. Myers, how beautiful the ponds were. Mr. Sabol recalled that the District Engineer recommended spending in the future, \$1.5 million to redo their lakes and asked if this was necessary. Mr. Willis believed that the engineer was referring to erosion. There was nothing significant at this time and this was precautionary. He recommended an assessment at the end of his report. Ms. Ferguson questioned the cost for an Erosion Assessment Report. Mr. Willis would waive the fee. *There was Board consensus for Solitude to perform an Erosion Assessment Report.* Ms. Ferguson presented a proposal for shoreline restoration in a pond behind 1655 Scarlett Avenue, to repair a pond bank that was damaged by a mower, in the amount of \$9,042.

She was informed by Mr. Myers on January 8th, of an incident that occurred with Getz Outdoor (Getz), when a mower went into the pond. She then emailed Getz, letting them know that they had to get the pond bank back to its original condition. As a result, they placed sandbags, which was not a sufficient repair. Not only did the pond bank needed to be repaired, but there was erosion control on the pond bank that needed to be repaired. A copy of this proposal was provided to Getz, with a request to pay the District within 15 days. Getz requested three proposals, but she informed them that the District was not required to obtain three bids. The email was sent this morning and there was no reply.

Mr. Saul asked if this amount could be deducted from their monthly payment. Ms. Ferguson did not recommend doing so, due to auditing reasons. Mr. Perry preferred for the CDD to pay it and seek reimbursement from Getz. Mr. Saul recalled receiving an email from Mr. Austin Getz, indicating that they would make it right. Ms. Ferguson pointed out that they wanted three proposals, but the CDD preferred to use their aquatic vendor, which was Solitude. Mr. Sabol questioned why Getz wanted three proposals. Ms. Ferguson believed that Mr. Getz wanted a lower amount but felt that Getz should have repaired the pond banks on their own, as they had two and a half months. Mr. Poulos agreed with Mr. Perry that the CDD should pay for it, because if they did not do something, the problem could become worse, as they enter into rainy season. Ms. Ferguson questioned what would happen to the pond bank if the CDD did nothing. Mr. Willis believed with the current state and the sandbags, with one rain, could erode back as far as 3 feet. Mr. Saul preferred to get it taken care of but did not see an issue with getting the money. Mr. Myers agreed, as the main drain box was not too far from where the pond bank was damaged. Mr. Saul questioned how soon the repair could be made, if the Board approves it tonight. Mr. Willis would have his Operations Manager get on top of it.

Mr. Saul MOVED to approve the proposal from Solitude for shoreline restoration repair in the amount of \$9,042 and Mr. Poulos seconded the motion.
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Mr. Perry asked if it could be submitted to the District's insurance company. Mr. Saul felt that the District should not take the risk of increasing their insurance rates and Mr. Getz should submit it to their insurance company.

On VOICE VOTE with Mr. LaVoy, Mr. Saul and Mr. Poulos in favor and Mr. Perry and Mr. Sabol dissenting, the proposal from Solitude for shoreline restoration repair in the amount of \$9,042 was approved. (Motion Passed 3-2)

FOURTH ORDER OF BUSINESS

Direction of Operations

A. Report

Mr. Myers reported that year to date, from October 1st to present, there was at \$29,765 in sales, versus the prior year October 24th to March 18th, sales were \$21,687.50, for an increase of \$8,077.50 or 24%. The front parking lot of the Clubhouse has been cleaned, seal coated and the new parking bumpers and striping were installed. The last phase of power washing the sidewalks on Plantation Boulevard, was being completed yesterday. The office Clubhouse Internet has been switched from Frontier to Xfinity, as there was no Internet in the office for two weeks. For anyone using the Internet, they just needed to click on, "*Clubhouse*" and it would be connected without a password. He obtained quotes for the Palm tree trimming for the upcoming hurricane season. At the last meeting, Mr. Poulos requested that he get with MRT, which he did, but they were five or six weeks out in getting a representative out here to do an analysis on the front entrance and would call them again. Mr. Myers apologized for not having the sales information on the agenda, as it did not print out.

B. Grounds Maintenance Report

1. Getz Outdoor Monthly Report

Ms. Ferguson presented the monthly report from Getz Outdoor, which was included in the agenda package.

C. Discussion of Proposals for Tree Trimming

1. Getz Outdoors

2. Greentopps Landscape Maintenance & Tree Services

Mr. Myers presented proposals for Palm tree timing from Getz Outdoors in the amount of \$5,200 and from Greentopps (Greentopps) Landscape Maintenance & Tree Services in the amount of \$7,340. However, the proposal from Greentopps included an administrative fee, which would be removed, as the District would pay with a check versus ACH debit. Mr. Myers pointed out that he obtained pricing from Greentopps on the Palm trees, because they did a great job on their Oaks and finished them in a day in a half, which amazed him. They assured him that they

could do the Palm tree trimming in one day. Getz' proposal was less, but he did not have any confidence in Getz right now. Mr. Saul agreed. Mr. Sabol concurred, as the proposal from Greentopps was detailed and the one from Getz was minimal.

Mr. Saul MOVED to approve the proposal from Greentopps Landscape Maintenance & Tree Services for Palm tree trimming in the amount of \$7,340, minus \$226.20 administrative cost and Mr. Poulos seconded the motion.

Mr. Perry asked if it could be submitted to the District's insurance company. Mr. Saul felt that the District should not take the risk of increasing their insurance rates and Mr. Getz should submit it to their insurance company.

On VOICE VOTE with all in favor the proposal from Greentopps Landscape Maintenance & Tree Services for Palm tree trimming in the amount of \$7,340, minus \$226.20 administrative cost was approved. (Motion Passed 3-2)

Mr. Perry agreed with hiring Greentopps, as the Greentopps proposal was detailed and Getz just provided numbers. Mr. Myers was leaning towards Greentopps, as they described each area that they were going to do in detail and Getz just counted trees. However, they counted 16 trees at the front entrance, but he counted 22. Ms. Ferguson liked that they would be in and out.

D. Discussion of Pool Leak

Ms. Ferguson reported that the pool leak was fixed and provided to the Board Members, a utility schedule from GMS' Accounting Department, as well as a handout of different emails with Rockstar Pools from January 28th. The Accounting Department and the county, notified her that there was a problem with the pool water usage, resulting in the email to Rockstar Pools. In October, the pool water bill was \$136, in November it was \$830, in December it was \$1,141, in January it was \$1,882, in February it was \$2,917 and in March it was \$4,404. There would not be a full cost analysis until the next month's statement was received, but based on the averages, they would ask the pool maintenance vendor to reimburse the District \$10,000 for water usage. Ms. Sandy questioned whether they needed to talk to the District Engineer about whether there would be any damage to District property from the water leak. Ms. Ferguson noted that a representative

from Rockstar Pool was onsite with Mr. Myers and admitted that he did not hook up a pipe. Mr. Saul explained that there was a pipe tee that ended up being underneath one of the boxes. As a result, there was an open end of this pipe. The representative claimed that mud was packed in the pipe, keeping the pipe from leaking, but eventually the mud broke free, resulting in thousands of gallons of water gushing out. He has not been out there since and asked if the contractor cut a section of the concrete out, filled it up and leveled it or if it was still a mess. Mr. Myers indicated that they filled it with dirt. Mr. Saul questioned whether this needed to be addressed, as it was a trip hazard.

Mr. Sabol believed that the CDD should be reimbursed for the water but also reimbursed for what was dug up. Ms. Sandy indicated that it must be put back to the original condition and if it has not happened, that would be an additional item that they would need to pay for. Mr. Poulos questioned whether anyone spoke with the city Utilities Department about doing an adjustment on the bill. Mr. Myers confirmed that he spoke with them. Mr. Poulos pointed out that the city would look at the previous bill and do a one-time adjustment. If the CDD provided the pool contractor with a quote for \$10,000, the CDD better have a quote from a new pool company. Mr. Saul recalled that before the meeting started, they discussed the condition of the pool. Ms. Ferguson asked if Ms. Sandy recommended reaching out to the District Engineer to review the work that was performed on the pool leak. Ms. Sandy felt that it was worth having a conversation with them. Ms. Ferguson would speak with them. Mr. Perry was told by a subsidiary of this pool company that the filters have not been replaced. Mr. Myers confirmed that the pool heaters quit working, which he discussed with the pool company. He also had some cleaning issues with them. Mr. Saul received pictures from residents showing film in the water. There was also an odor in the hot tub.

Mr. Poulos pointed out that he runs a facility that has a pool with a million gallons of chlorinated water in it every single day and if a storm comes in and dumps 30 minutes of rain into the pool, the chemicals would go out of whack. Therefore, there needed to be someone back there immediately. There was film on the water, because there was too much water in the pool and it could not be guttered out. They needed to bring it in-house and have certified staff members take care of the equipment. Hot tubs, in his opinion, were disgusting. They were human soup kitchens. Regarding the filter to the geo-thermals, he did not know what they were talking about and if they were referring to the strainer basket from the pool that restricted the flow. Mr.

Myers confirmed that it restricted the flow. Mr. Poulos pointed out that it was basic maintenance to change those out every single day. He did not care if they changed pool companies, because they would have the same problems. A Resident asked if they had someone every morning looking at these things. Mr. Myers confirmed that the water was tested every morning when the pool company was not onsite. They come on Mondays, Wednesdays and Fridays, which was a problem, because they needed to be there during the weekend. Mr. Sabol agreed with Mr. Poulos that they needed to have the proper people running it, because if there was an influx of water after a storm, the chemicals needed to be adjusted, unless there was a self-adjusting system. Ms. Ferguson pointed out that they were still collecting information and would send an email to the pool contractor to discuss where to go from here and contact the city Utility Department.

E. Consideration of Proposals for Tennis Court Resurfacing

1. **U.S. Tennis & Recreation - \$18,600**
2. **Welch Tennis - \$32,995**

This item was discussed.

F. Aquatics Manager

1. **Report**

This item was discussed.

FIFTH ORDER OF BUSINESS

Business Items

A. Public Hearing

1. **Consideration of Resolution 2026-06 Adopting the Amendments to the Amenity Facility Policies & Amenity Rates, Deposits & Fees**

Ms. Ferguson presented Resolution 2026-06, Adopting the Amendments to the Amenity Facility Policies and Amenity Rates, Deposits and Fees. At the last Board meeting, there was discussion from Harold that he wanted to change the rental rates to hourly, which caused the public hearing to be re-advertised. Staff also worked with Ms. Sandy to amend some of the policies. Ms. Sandy discussed the changes, which were in a redlined version that was included in the agenda package. The primary change was to the Rate Schedule, which was in the back of the Amenity Policies, but there were a few other items that needed some clarification, according to staff and feedback that they received, which were the following:

- On Page 5, under the non-resident annual user fee, it was clarified to reflect those that paid the non-resident annual user fee were non-resident members.
- On Page 13, under the General Facility Reservation Policy, included in the list of those that could rent the facility, non-residents were added, since non-residents were allowed to rent the facilities, subject to paying a fee.
- On Page 15, under the Tennis Program for Non-Residents, there was confusion about who were tennis members versus non-resident members. As a result, additional language was added referring back to the original definition of a non-resident member, an individual that did not own property in the District who was paying the non-resident annual user fee. In addition, a tennis member, was defined as an individual not owning property in the District who was paying the tennis member annual user fee.
- Under the Tennis Guest Policy, for residents, non-resident members, renters and tennis members, it was clarified that the daily guest pass was applied on a per tennis guest basis and they would pay \$10. There was confusion about whether residents, renters and non-resident members would only pay \$10 for all of their tennis guests at one time.

Ms. Sandy pointed out that Item 4 under the Tennis Guest Policy, regarding long term house guests, indicated that daily guest passes and limitations on tennis guests, did not apply to registered guests staying in a resident or renter's home located within the District. This language was added at the Board's direction and District staff was looking for clarification from the Board on whether it was the Board's intention to have a separate policy for houseguests versus residents bringing guests and having to pay the daily rate. Ms. Ferguson felt that this would be hard for staff to track and therefore it should be changed back. *There was Board consensus to remove Item 4 under the Tennis Guest Policy.* Ms. Sandy noted the following changes to the rates, which was on Page 60:

- Under Item 3, the last line of the chart was deleted, due to it appearing in a subsequent chart.
- On Page 61, the great room now has an hourly rental rate of \$100 per hour for patrons and \$150 for non-residents. The deposit was the same amount. They could reduce amounts but not increase amounts.

- On Page 61, the Board requested a reduction in the additional fee for events with alcoholic beverages. It was reduced to \$100 for patrons and \$150 for non-residents and the additional deposit was removed.

Mr. Myers preferred to eliminate the alcohol fee, because they were now requesting daily event insurance with the rider fee. Mr. Poulos was fine removing it, if they were required to purchase event insurance. Mr. Saul agreed. *There was Board consensus to remove the fee for events with alcoholic beverages but requiring insurance and removing the deposit.* Mr. Poulos felt that a \$300 deposit was high, especially if someone was coming in for an hour and paying \$100 to reserve the room. Mr. Saul felt that there needed to be a deposit, especially if someone else wanted to rent the facility for four hours. Ms. Ferguson believed that the purpose of the deposit was to cover damages. Mr. Myers recommended adding that it was a damage deposit. Ms. Sandy pointed out that it was discussed in the policy. Mr. Poulos indicated that 25% of the rental fee was typically assessed for a damage deposit, but it could not be applied to hold the room. Ms. Sandy could see it being used for both, especially if someone cancelled after a certain period of time, as the District could keep that deposit, because it lost the ability to rent it to someone else. However, at the same time, it could be applied if there damage, but if there was no damage, it could be applied to the fee owed. Mr. Poulos felt that they either needed to collect the full rental amount plus the deposit and refunding the deposit or the deposit goes towards the total. Ms. Ferguson felt that there needed to be a rental fee and a separate deposit. Mr. Poulos reiterated that \$300 was high.

Ms. Sandy pointed out that Item 6 under the Rental Policy refers to the deposit and stated, *“Any individual and/or group renting portions of the Amenity Facilities must pay the appropriate fee and submit a security deposit in the amount set forth in the chart above and the Facility Manager’s sole discretion is required to enter into a rental agreement with the District. Non-Residents renting the Amenity Facilities are not required to pay the Non-Resident Annual User Fee. All required deposits shall be paid in advance of the event in accordance with the District’s Amenity Facilities Policies. The Facility Manager and Facility Renter shall coordinate and participate in pre- and post-event inspections. The refunding of the Deposit, if any, shall not occur until the District representative has verified that the rented Amenity Facility is in the same or better condition than indicated on the pre-inspection checklist. All fees shall be non-refundable after receipt by the District except when notice of cancellation is received at least one*

(1) month in advance of the reserved date; provided however, exceptions to the refund policy must be made from time to time, in the Facility Manager's sole discretion." Mr. Saul asked if anyone ever said anything in reference to the deposit. Mr. Myers never heard anything as he always applied it to their balance, but they needed to put in the Rental Agreement that it was a separate damage deposit, which would be returned after the event was over. Mr. Poulos disagreed with this, as they were asking people to pay \$900 upfront. Mr. Myers pointed out that he received \$905 for a Sweet 16 yesterday and did not charge an extra \$300 for a damage deposit. Ms. Ferguson asked if they were paying by credit cards or check. Mr. Myers confirmed that he received checks and cash.

Ms. Sandy indicated that what they were looking for in this case, was Board direction on whether there should be a damage deposit and if so, what that amount should be. Mr. Myers preferred that it be listed separately. Ms. Sandy pointed out that the deposit was listed and what it was intended to be and they had not listed two separate deposits. Therefore, they could not create two separate deposits at this time. Mr. Myers suggested having a booking/damage deposit, so people understood what it was for. Mr. Poulos pointed out that in order to rent the water park, they needed to rent it the day of the event and pay \$900 per hour and 25% for staff, but if they did not damage the facility, \$300 would be returned, but voiced concern that staff was not doing that. If the rental was \$600, they were telling residents to pay \$300 today and the other \$300 at a later date. Mr. Myers indicated that they needed to pay it 30 days prior. Mr. Poulos suggested requiring event insurance, as \$300 on top of the rental was too high. Mr. Saul pointed out that event insurance was only needed if alcohol was being served. Ms. Ferguson recalled in her prior years in amenity management, they always took two payments at the same time and a rental application, to secure rentals. Most of the time they took checks and people wrote one check for the rental fee and one check for the security deposit, filled their rental paperwork out and staff confirmed the booking on the calendar. The check for the rental fee would go to the bank for deposit and the security check would be stapled to the back of the paperwork. After the party, staff would review everything and either shred the check or give it back to the homeowner.

Mr. Poulos felt that if they charged \$100 to rent the facility and a \$300 deposit, no one would rent the facility. Mr. Saul pointed out if a chair was broken, the cost to replace the chairs would be over \$100. Mr. Poulos voiced concern about no revenue coming in, because the Board made it difficult for people to rent the facility and did not want to hear about it in September. Ms.

Ferguson pointed out that they would not take \$300 if a chair or two were broken. They could take the amount of the replacement and refund the rest of it back. Mr. Saul noted if they do what Ms. Ferguson was saying, they were not cashing a \$300 check. Mr. Poulos felt that it was terrible accounting to not cash the check. Ms. Sandy questioned what deposit would normally be charged for an hourly rental. Mr. Myers indicated that if they were coming for an hour, they normally pay \$100 and not \$300 on top of that. Ms. Sandy wondered if it made sense to charge a certain percentage or amount per hour. Ms. Ferguson suggested making it equal to the hourly rate, for example, if the hourly rate was \$100, their security deposit would be \$100. Ms. Sandy pointed out that the maximum that they could charge was \$300 and suggested charging a resident \$50 per hour for the deposit for a maximum of \$300 and a non-resident \$75 per hour. Mr. Saul felt that made sense. *There was Board consensus.*

On MOTION by Mr. Saul seconded by Mr. Poulos with all in favor the Public Hearing on the Adoption of the Amendments to the Amenity Facility Policies and Amenity Rates, Deposits and Fees was opened.

Mr. Gary Ronald of 2608 Peach Circle did not think it was fair to charge a resident \$50 less per hour than a non-resident, as residents were already paying \$1,600 in assessments to the CDD that goes towards the amenities. If the CDD wanted to make money, they should remove the clay from the tennis courts and put gravel and asphalt over it. As long as there was clay, it was going to cost thousands of dollars per year, which was wasteful spending. Mr. Saul liked what Mr. Poulos stated at the last meeting and asked him to repeat it. Mr. Poulos agreed with Mr. Ronald's point of view, but the CDD had no revenue coming in. He had friends who lived in Heron Creek Golf and Country Club that had to pay golf dues every year and pay a percentage at the Clubhouse every month. Mr. Ronald pointed out that golf and country clubs were different. Mr. Poulos suggested putting out a survey to residents asking if they wanted to rent the Clubhouse and if they say no, the Board could take action to not have rates, but the rates help keep CDD assessments at its current amount and it was not fair for a resident to close down the Clubhouse to the rest of the community without charging them. Mr. Cipriano of 2510 Magnolia Circle agreed with Mr. Ronald that residents should not be charged to use the Clubhouse and did not like for the CDD Board to have discussion for three hours, open it up to residents to speak

and nothing gets done. Mr. Rich Maltese of 2486 Magnolia Circle agreed with Mr. Ronald but noted that CDD assessments increased every year that he lived in the community. Mr. Saul recalled that they did not increase last year. A Resident understood that there was a kitchen fee as well and did not think that a fee would keep CDD fees down, as the CDD was spending too much money.

Ms. Ann Tyler of 1988 Scarlett Avenue lived in the community for 20 years and recalled that there was always a fee for private parties, but what the CDD wanted to charge was ridiculous. However, the HOA was never charged and should not be charged. Ms. Terri Maltese of 2486 Magnolia Circle agreed that residents should not be charged to rent the facility, but non-residents should be charged. Ms. Josie Cipriano of 2510 Magnolia Circle felt that residents should not be charged to have a community event. Mr. Poulos clarified that the rate that was being charged was for individuals to have a party. The CDD was paying GMS \$300,000 to staff the Clubhouse, but if residents wanted to lower their assessments, there should be discussion during the budget about reducing this expenditure by staffing this facility Monday through Friday. The Board did not know that the Carriage Homes were renting this facility for free, until the LPSPG informed the Board. His goal was to keep assessments the same or lower them. Mr. Perry felt that Mr. Poulos was misleading people, as the \$300,000 was for personnel and not GMS. Ms. Cipriano could not afford to pay \$200 or \$300 to have fun with her community, but if she wanted to have a private party, she would gladly pay for it. Mr. Perry pointed out that the HOA could use the facility for free for 12 meetings per year and if they had 10 meetings, they could use the extra two meetings for parties. He was not going to vote for this proposal, as they were charging HOA Members for something that they were already paying for.

Mr. Don Peacock of 2494 Magnolia Circle pointed out that many of the residents were seniors who had fixed incomes. When the CDD assessment was increased by \$500 after Hurricane Ian, residents were led to believe that it was a one-time assessment and was used to maintain the tennis courts. He further recalled that a resident who was a real estate agent, informed the Board that this CDD was paying the highest assessment and HOA fees in the area and questioned whether this now compared to surrounding communities. Mr. Perry pointed out that budget season was coming up, where this would be addressed. Mr. Peacock felt that residents should have an opinion on what should and should not be funded, since it was the residents money. In addition, residents were not receiving a response to their questions when

asked during a meeting. It was nice to improve the tennis area but questioned whether it was a necessity. Mr. Peacock requested a copy of the rental agreement, so he could see a breakdown. Regarding Mr. Perry's comment about the HOA having 12 meetings per year, Mr. Myers recalled that the Carriage Homes had two extra meetings due to their landscaping project but did not charge them anything. Mr. Peacock asked if there was an additional cost for the kitchen or for using a microphone. Ms. Ferguson pointed out that according to the rental rate chart in the Amenity Facility Policies, there was a kitchen use fee and additional rental fees, but Mr. Myers had a more specified list on what has been charged for various items, including the popcorn machine, the TV and other items. Mr. Myers indicated that the kitchen was a separate charge of \$150. Ms. Ferguson further clarified that if the HOA had additional events, they were charged.

On MOTION by Mr. LaVoy seconded by Mr. Poulos with all in favor the Public Hearing on the Adoption of the Amendments to the Amenity Facility Policies and Amenity Rates, Deposits and Fees was closed.

Mr. Poulos proposed charging no fees to residents for the great room and multipurpose room/library and charging non-residents and requested a full assessment of their current amenities contract at the budget meeting and a report from Mr. Myers on how many non-residents versus residents rent the facility. It was mentioned that charging \$50 was not enough, but the Board could not go higher than what was advertised. He was only interested in lowering the actual room rental charge. Mr. Saul voiced concern about losing the rental income. Mr. Poulos offered to hear, individually from residents to get insight, but if they lowered the rental income, he would take a hard look at the personnel contract during the budget cycle, as personnel was the largest expense in their budget. Mr. Perry recalled that Clubhouse rentals through February 28th was \$4,556. Mr. Sabol pointed out that they were all in the same boat, as a loaf of bread used to cost 50 cents, but was now \$5.00. A gallon of gas used to cost 75 cents and was now going up to \$5.00. They could not control inflation. Ms. Ferguson requested direction from the Board on whether the Board wanted to approve the rates as presented or make changes. Mr. Perry proposed treating all HOAs the same as the community clubs and not charge them for the rental of this facility for non-HOA meeting events.

Ms. Sandy pointed out that Section 10 of Amenity Facility Policies stated, *"HOAs serving the community within the District may be allowed to reserve the great room or multi-purpose room without payment of the applicable room rental rates, up to once per month as space permits and the sole discretion of the Facilities Manager, up to 12 months in advance, for the purpose of holding meetings of the HOA. Community clubs may be allowed to reserve the great room or multi-purpose room without payment of the applicable rental rates, up to four times per calendar year, for the purpose of holding community events hosted by a community club."* Mr. LaVoy asked if they could not allow the HOAs to have two separate events per year. Mr. Saul recalled that this was originally discussed, but it was not approved. Mr. LaVoy requested that it be discussed again. Ms. Ferguson confirmed that they could allow it. Mr. LaVoy suggested allowing the HOA to have a come home party and going away party. Mr. Peacock felt that it should be granted at no fee. A Resident pointed out that none of the residents clean the Clubhouse and take out the trash nor were they going to pay the electric bill and felt that paying \$50 to rent the facility was reasonable.

Ms. Ferguson asked if the Board wanted to consider Mr. LaVoy's suggestion. Mr. Poulos was in support of charging no fees to residents for the great room and multipurpose room/library and dealing with it during the budget cycle. Mr. Perry concurred. Mr. Poulos pointed out that even if the CDD charged \$20 an hour, there was still going to be an uproar. However, if there was no fee, it was going to be a nightmare. During the discussion, a derogatory comment was made, which he did not appreciate, as he had three kids at home that he did not get to kiss goodnight to, because he had to deal with all of this. He did this because he loved this community and was proud of it. For three years, no one was defending this and the rates kept increasing. He paid \$735 in assessments for two years; it increased to \$1,000 for two years and he was now paying \$1,300 in assessments. As such, he was willing to go down to zero for residents and let it play out. Mr. Peacock appreciated Mr. Poulos' service and noted that residents tried to form a committee to help out the community. Mr. Perry pointed out that they had two proposals, one from Mr. Poulos to not charge residents and the other from Mr. LaVoy, to allow the HOA to have two social events per year at no charge. Mr. Saul questioned whether Mr. Poulos wanted to charge no fee or charge a fee to break even. Mr. Poulos felt that there needed to be a fee. If they went to zero, they must cut the personnel budget but would look at having a fee less than \$100, because if it was zero, the Clubhouse would be rented out every

single day. Ms. Ferguson pointed out that a fee was charged, because the person renting it was taking an asset away from someone else and suggested continuing this public hearing for the next meeting.

Mr. Poulos felt that they needed to look at what was a necessity, what was nice to have and what they could do without and was willing to sit down with anyone to discuss this, but the only real line item that was going to move, was personnel services. The prior District Manager informed the Board that assessments would decrease by \$400 in two years, but it did not happen after Hurricane Ian. They were looking at another flat rate of assessments for another year, but the question was how to keep up with rising costs, when the only income that the CDD could collect, they were being asked to lower it. If they tabled the public hearing to the next meeting, he asked if this was the budget meeting. Ms. Ferguson indicated that the budget would be presented in May. Mr. Poulos proposed limiting the agenda to five items. Ms. Ferguson requested a motion to re-open the public hearing and then a motion to continue the public hearing to the next meeting. Mr. Perry suggested discussing the items that they need to address at this meeting and tabling to the next meeting. Ms. Ferguson felt that they needed to address the business administration items.

On MOTION by Mr. Poulos seconded by Mr. Perry with all in favor the Public Hearing on the Adoption of the Amendments to the Amenity Facility Policies and Amenity Rates, Deposits and Fees was reopened.

On MOTION by Mr. Poulos seconded by Mr. Saul with all in favor continuing the Public Hearing on the Adoption of the Amendments to the Amenity Facility Policies and Amenity Rates, Deposits and Fees to April 15, 2026 at 6:00 p.m. at the Lakeside Plantation Clubhouse, 2800 Plantation Boulevard, North Port, Florida was approved.

Ms. Ferguson requested that Board Members email her individually with their thoughts and concerns by April 3, 2026 and would work with Ms. Sandy and Mr. Myers on the policies.

- B. Consideration of Traffic Logix Proposal for Flashing Speed Signs**
- C. Consideration of Community XS Proposal to Provide Search Engine Organization (To Be Provided Under Separate Cover)**

These items were tabled.

D. Discussion of Landscape Maintenance Services

Mr. Perry requested tabling this matter. Mr. Poulos questioned when this process could start, if the Board wanted to change landscape companies and if April 15th was too late to start. Ms. Ferguson confirmed that it was not too late to start the process and provided a proposal from GMS, if the Board was interested in issuing a Request for Proposal (RFP). The earlier they started the process, the better, as they would have a better chance of getting budget numbers. The GMS proposal was for the Direction of Field Operations to develop a scope of services, specifications, map and go through the entire RFP process. It would be a formal bid. Mr. Myers solicited a bid that was over the threshold and therefore, the CDD must go through the formal process. Mr. Saul pointed out that the GMS proposal was \$2,500 and felt that it was in the best interest of the District. He no longer wanted to contract with Getz, as they were claiming that they did not know about a pond and residents were seeing palm fronds down Plantation Boulevard.

On MOTION by Mr. Saul seconded by Mr. Perry with all in favor going out for Request for Proposal for landscape services was approved.

On MOTION by Mr. Saul seconded by Mr. LaVoy with all in favor the proposal from GMS to develop a scope of services, specifications and maps for the landscape Request for Proposal process in the amount of \$2,500 was approved.

SIXTH ORDER OF BUSINESS

Business Administration

A. Approval of Minutes of the February 18, 2026 Meeting

Ms. Ferguson presented the minutes of the February 18, 2026 meeting, which were included in the agenda package. There were no corrections.

On MOTION by Mr. Saul seconded by Mr. Sabol with all in favor the Minutes of the February 18, 2026 Meeting were approved as presented.

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

Ms. Ferguson presented the February 1, 2026 to February 28, 2026 Check Register, in the amount of \$82,182, Unaudited Financial Statements and Special Assessment Receipts Schedule, which were included in the agenda package.

On MOTION by Mr. Sabol seconded by Mr. Poulos with all in favor the February 1, 2026 to February 28, 2026 Check Register in the amount of \$82,182 was approved as presented.

SEVENTH ORDER OF BUSINESS

General Audience Comments

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

- Mr. Don Peacock of 2494 Magnolia Circle asked if the Villas would be charged for a party that they were having on March 28th.

Ms. Ferguson indicated that the current policies require the Villas to pay for an event. Mr. Poulos was under the impression that even if the Board approved the rates two or three months ago, the Board would allow the HOAs to finish out the year, based on what was previously approved. Mr. Peacock pointed out that the Villas never paid for an event. Mr. Myers informed the President of the Villas that they would have to pay and recommended that they come to this meeting. Mr. Poulos asked if the Board could make a motion to waive the fee. Mr. Saul pointed out if the Board approved it, it would be a one-time deal until formal policies were approved. Mr. Peacock indicated if they had to pay \$500, they would not have the party in this room and would have it at their pool, which was not an ideal place for a party. Ms. Sandy recalled that part of the consideration was that the HOA would not be paying the rental fee for events and asked if the location had been reserved. Mr. Myers confirmed that the room was booked that day with someone else. Mr. Peacock pointed out that the Villas did not remove it. It was removed because they refused to pay the fee. Ms. Ferguson indicated that the room would only be secured if they paid. Mr. Myers pointed out if the Board wanted to waive the fee for one time, the first two Saturdays in April were open. Mr. Peacock would mention it to his Board, but requested that a cost analysis of the tennis court be performed, as a small percentage of the community plays tennis. Ms. Ferguson pointed out that Har Tru information would be provided to the Board at the

next meeting. Ms. Sandy clarified that rentals by community clubs, when they hold events, must be open to all members of the community and rental insurance was required, if alcohol was being served. Mr. Peacock understood. Ms. Sandy pointed out that they must agree to follow all of the same requirements that a community club complies to.

On MOTION by Mr. Saul seconded by Mr. LaVoy with all in favor authorizing a one-time Villas HOA event for a date to be determined at no cost, subject to conforming to all policies that a community club must abide by was approved.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being no comments, the next item followed.

B. District Engineer

There being no comments, the next item followed.

C. District Manager

1. Cost Analysis for Janitorial Services *(To Be Provided Under Separate Cover)*

2. Discussion of Speed Limit Signs & Sidewalk Parking Enforcement

These items were not discussed.

NINTH ORDER OF BUSINESS

Supervisors Requests

Mr. Poulos requested that the Public Hearing on the Adoption of the Amendments to the Amenity Facility Policies and Amenity Rates, Deposits and Fees be held at 5:00 p.m. versus 6:00 p.m.

On MOTION by Mr. Saul seconded by Mr. LaVoy with all in favor amending the prior motion to continue the Public Hearing on the Adoption of the Amendments to the Amenity Facility Policies and Amenity Rates, Deposits and Fees to April 15, 2026 at 5:00 p.m. at this location was approved.

TENTH ORDER OF BUSINESS

**Next Regularly Scheduled Board Meeting
is Wednesday, April 15, 2026 at 5:00 p.m.
at Lakeside Plantation Clubhouse**

On MOTION by Mr. Saul seconded by Mr. LaVoy with all in favor changing the next regular meeting to April 15, 2026 at 5:00 p.m. at this location was approved.

ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. LaVoy seconded by Mr. Saul with all in favor the meeting was adjourned at 9:16 p.m.


Secretary/Assistant Secretary


Chair/Vice Chair