

**MINUTES OF MEETING
BELMONT LAKES
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Belmont Lakes Community Development District was held on Monday, December 15, 2025 at the Shenandoah Park Community Room, 14452 Shenandoah Parkway, Davie, Florida 33325. It began at 6:30 p.m. and was presided over by Mr. Dominick Madeo, Chairperson, and James P. Ward as Secretary.

Present:

Dominic Madeo	Chairperson
Carlos Benhamu	Vice Chairperson
Thomas Pacchioli	Assistant Secretary
Fabiola Bigio Elibrahimi	Assistant Secretary

Absent:

Joseph Capuozzo	Assistant Secretary
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Also present were:

James P. Ward	District Manager
Jere Earlywine	District Counsel

Audience:

Amanda Pathon
Annette Buckley
Mike
Alex Peysakhovich

All residents' names were not included with the minutes. If a resident did not identify themselves or the audio file did not pick up the name, the name was not recorded in these minutes. Portions of these minutes may be transcribed in verbatim.

FIRST ORDER OF BUSINESS

Call to Order

Mr. James Ward called the meeting to order at approximately 6:30 p.m. He conducted roll call; all Members of the Board were present, with the exception of Supervisor Capuozzo, constituting a quorum.

SECOND ORDER OF BUSINESS

Consideration of Minutes

October 16, 2025 - Regular Meeting Minutes

Mr. Ward asked if there were any additions, corrections, or deletions to the Minutes; hearing none, he called for a motion.

On MOTION made by Dominick Madeo, seconded by Fabiola Bigio Elibrahimi, and with all in favor, the Regular Meeting Minutes of October 16, 2025 were approved.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2026-1

Consideration of Resolution 2026-1, a Resolution of the Board of Supervisors of the Belmont Lakes Community Development District retaining Kutak Rock, LLP, as Legal Counsel for and on behalf of the District; Authorizing Compensation and providing an effective date

Mr. Ward: This is a Resolution for the CDD to retain legal counsel. The firm is Kutak Rock. Jere Earlywine is the specific attorney within Kutak Rock who would represent the CDD. He is on video. Kutak Rock is one of the most preeminent firms in the state who represent Community Development Districts. Jere represents many CDDs throughout the state. Kutak Rock represents not only Community Development Districts, but also stewardship districts, the other drainage districts and improvement districts. It is a relatively big firm which has all sorts of general counsels, land use counsels, and other counsels which may be needed within the District. I will say you are the only CDD I have had in 40 years that hasn't had general counsel, so I put this on your agenda. I think it is most appropriate at this time that you consider retaining general counsel.

Mr. Jere Earlywine: Thank you so much for the chance to be with you. I appreciate the introduction Jim. My firm, Kutak Rock, specializes in bond finance and special taxing districts across the United States. We have over 500 lawyers in the U.S. who are focused on that. We also have ancillary services like Jim mentioned in real estate and litigation, employment law, and other types of support services for special districts. In Florida, we have 20 lawyers who just do CDD work and we have a number of paralegals and other professionals who support us. In Florida we represent over 400 CDDs and we have been doing it for longer than anyone. We were with Hopping, Green before Kutak Rock, and we have been in the industry since it's inception. The nice thing about being with our firm, if there has been an issue that has come up, we have some of the original folks who founded the industry and they are a great resource. I myself have been doing this for over 19 years and have had the pleasure of working with Jim during that entire time. I really value and trust his guidance. In terms of the value which we bring to you, because we represent so many districts, we are more efficient and it ends up saving you money. I have worked for small firms, midsize, and large firms, but this is my favorite platform. For one thing, I'm working with my friends. I have known these folks for a long time, but more importantly for you and your bottom line, because we represent so many districts, we monitor the state legislation, we implement that legislation in rules, and we can spread those costs over 400 districts. If there is a novel issue that comes up, generally speaking, someone in the office has seen it. We have a call every Tuesday to collaborate, share information and share ideas about what's going on in the industry. What that means for you is, if there is an issue out there, we've generally seen it and don't need to spend a lot of time figuring it out. The other thing that makes us more efficient is how I'm staffed. I'm lucky enough to have two fantastic paralegals and I also have my own contract attorney who just spits out contracts all day. I will be working directly with you. I won't hand you off to an

associate, but even my rate is quite competitive for the industry. I'm lower than most other partners you will find proposals from. We keep it really efficient and less expensive and if we have issues that come up and need litigation or real estate, we have those attorneys too. In terms of my personal background, I graduated first in my class from law school. I did the first continued legal education for CDDs in Florida, through the Florida bar, and I wrote the treatise article on CDDs for the Florida Bar as well. I've been doing this for a long time and have a lot of experience and background. I am happy to answer any questions.

Mr. Ward asked if there were any questions; hearing none, he called for a motion.

On MOTION made by Dominick Madeo, seconded by Tom Pacchioli, and with all in favor, Resolution 2026-1 was adopted, and the Chair was authorized to sign.

FOURTH ORDER OF BUSINESS

Staff Reports

I. District Attorney

No report.

II. District Engineer

No report.

III. District Asset Manager

No report.

IV. District Manager

- a) Annual Ethics Training Reminder - due before December 31, 2025**
- b) Sealcoating Phasing Map - January 2026**
- c) Financial Statement for period ending October 31, 2025 (unaudited)**
- d) Financial Statement for period ending November 30, 2025 (unaudited)**

Mr. Ward reminded the Board to complete the annual ethics training requirement before December 31, 2025 for inclusion on Form 1 to be filed in July 2026. He noted this was a self-reporting requirement. He reported the sealcoating and restriping of the roadways in the community, cleaning the interior sidewalks and entrance pavers would start around January 12, 2026, and finish by the following Saturday. He indicated a newsletter would be sent out to the residents within the next couple of days including a map of the sealcoating process. He explained the outside lanes would be done first; the entrance and exit lanes would be rotated to provide continuous access; cones would be placed to guide drivers around the sealcoating; pedestrians would be able to walk on the sealcoating 2 to 3 hours after sealing, but no driving for 24 hours after sealing. He recommended moving vehicles out of driveways and across the street as appropriate to ensure access. He asked residents to cease all major home construction during the week of January 12, 2026; lawncare was permitted as long as the lawncare companies

followed the sealcoating protocols. He stated a letter would be sent out including all necessary information about the sealcoating process and protocols, along with a copy of the phasing map.

FIFTH ORDER OF BUSINESS**Supervisor's Requests**

Mr. Ward asked if there were any Supervisor's requests; there were none.

SIXTH ORDER OF BUSINESS**Public Comments**

Mr. Ward asked if there were any public comments.

Ms. Amanda Pathon asked if legal counsel was included in the budget this year.

Mr. Ward responded in the negative; a budget amendment would be required to fund legal counsel.

Ms. Pathon asked why the CDD hired legal counsel if there were no funds in the budget for legal counsel.

Mr. Ward explained as a matter of course for CDDs, general counsel was a professional who should always be on staff. He noted CDDs should always have a District Manager, District Counsel and District Engineer on staff.

Discussion ensued regarding whether or not general counsel was needed.

Ms. Pathon asked who decided the roads should be seal coated as opposed to resurfaced and how often would the sealcoating need to be redone.

Ms. Fabiola Bigio noted resurfacing the roads was too expensive, over \$250,000 dollars.

Mr. Ward stated to his knowledge, sealcoating had never been done in the community. He stated this District was created about 25 years ago and it seemed the original sealcoating lasted almost 25 years, and this sealcoating should last another 20 years or so and it would need to be restriped in approximately 5 to 7 years.

Ms. Pathon stated according to her research, sealcoating should be done after resurfacing and would only last 2 to 5 years. She recommended not wasting funds on sealing roads which were not resurfaced.

Discussion ensued regarding the CDD not having the funds to resurface the roads; the roads not being in terribly poor condition; whether the roads needed to be resurfaced before sealcoating; resealing and restriping the roads improving the appearance of the roads; the bids received for resurfacing and sealcoating the roads; and sealcoating including covering holes and cracks in the roadways to improve appearance and drivability.

Mr. _____ 19:20 asked if the CDD had a strategy for maintaining its assets over the next 20 to 30 years.

Mr. Ward stated before he came on board as District Manager he did not see any long-term maintenance plan in the books. He stated in the fiscal year 2025, the first budget he completed for the CDD, he started to move the District toward making improvements to its assets. He stated in the fiscal year 2027 budget he was preparing currently, the plan was to identify the assets, cost them out in terms of values, put a useful life to them, and then put them on an ongoing maintenance plan including how much money would be needed to improve or maintain the assets going forward. He noted he had only been District Manager for a little over a year and his plan for the 2027 budget was to develop a long-term maintenance plan.

Mr. _____ asked if any other contractor had bid on resurfacing the roads. He asked if the roads needed resurfacing.

Mr. Ward stated the entire roadway was inspected by two different companies, and he personally used an engineering firm to assist in a third inspection of the roadway. He stated all the places the roadway needed to be repaired were identified and the repairs would be done before the sealcoating.

Mr. _____ asked if a core sample was done.

Mr. Ward stated a core sample could be done if the CDD wished, but from the three inspections which were done the problem places were all determined to be surface issues which could be easily repaired before resealing.

Mr. Earlywine indicated he has seen sealcoating done on older roads, and if the roads were in relatively good condition, as Belmont Lakes roads were, it was not uncommon to sealcoat as opposed to resurface.

Ms. Buckley-Correa stated per her understanding the sealcoating would not fill holes and would only protect the roads, not improve the roads.

Mr. Ward stated this was not true; the roads would be repaired before the sealcoating was done; the roadways did not have significant breaches; only minor repairs were needed.

Discussion continued about repairing the roads and resealing the roads; the need to repair the roads; the new pickleball courts already needing repair; getting a guarantee on the road resealing; and getting a guarantee on the road sealcoating.

Mr. Ward explained the CDD would not be able to get a guarantee on the sealcoating. He said he did not recall if there was a guarantee on the pickleball courts.

Mr. Earlywine stated he did not think there was a guarantee on the pickleball courts; that would be very unusual.

Discussion continued regarding obtaining a guarantee on the road repairs and sealcoating.

Mr. Ward stated the workmanship was guaranteed to the extent that if something went wrong with the roadway and was a vendor issue, it would be repaired, but a long-term warranty/guarantee was not something which could be obtained. He said typically workmanship was guaranteed for one year.

Discussion continued regarding the pickleball court cracks needing repair; and the road being repaired and then seal-coated.

Mrs. Pathon asked about the drains.

Mr. Ward responded the District had approximately 27 drains in the community; an inspection of the drains would be done annually and when the drains reached 15 to 20 percent clogged, then they would be cleaned. He said generally speaking every three to five years it was normal to clean the drains, but an annual inspection was helpful. He stated upon investigation he discovered the CDD's water management system had not been recertified in a very long time, so he had the system fully recertified this month and it was now on an automatic five year recertification program as required.

Discussion ensued regarding the recertification program and cost; the two bids obtained and the lowest bid selected; why the drainage system was not recertified in the past; and the annual inspection of the drainage system.

Mrs. Pathon noted the flowers which were recently planted were not planted in a consistent pattern. She asked if they would be replanted and if there would be a cost for this to be done as they were planted incorrectly.

Mr. Ward stated he would look at the front entrance and get the flowers fixed.

Mr. Peysakhovich asked about the \$23,000 dollar line item classified as other.

Mr. Ward: Other fees and discounts. When you pay your tax bills in November of each year, you get a 4 percent discount for paying in November and then the tax collector and property appraiser charge a fee. Usually, it's 3 percent between the two of them that they charge for putting the assessments on the tax bill. That's what that is. It's based on the total revenue line item.

Mr. Peysakhovich asked how much money the CDD spent on recurring items without capital improvements for 2025. He stated he would like to see all expenditures and statements and such.

Mr. Ward: I don't have the September financials with me. I will be happy to get that for you. He indicated he would provide the requested information.

Discussion ensued regarding the budget, CDD operational expenses, capital improvement expenses, and seeing copies of the checks sent out in fiscal year 2025.

Mr. Ward: The website contains all this information, but it does not show the checks. It shows actual expenditures against the budget for the CDD. There is a balance sheet in the financial statements also. I give you all of the cash balance, so you have all of that information on the website. But I'm happy to send you a copy of the financial statements.

Ms. Buckley-Correa: I want to see the checks as well.

Mr. Ward: We don't keep checks. We don't download checks. I'm happy to send you our bank statements which have the check number and amounts on them, if you would like.

Mrs. Pathon: I have a question regarding the gate. I see there is gate repair for \$2,000 dollars, but now in November, the financial statement is showing \$8,653 dollars. Can you explain that?

Mr. Ward: Your gates have the tendency to go down a lot; the arms are knocked off them for whatever reason.

Mr. Madeo noted it cost approximately \$100 to get the gates fixed every time they went down.

Mrs. Pathon stated she understood the parts to fix the gate arms were included in the contract.

Mr. Ward: When Envera repairs the system, the contract does not provide for a replacement. I have never seen that in an Envera contract before. If we need something done by Envera, I usually get a price from them to do that. The company that repairs the gates (ASAP Gates sticks in my head), they generally fix the gates for about \$100 dollars. I often see it for \$100 to \$150 dollars.

Mr. Benhamu: We did negotiate a service and parts contract with Envera, but unfortunately, acts of nature, they don't cover that. And the part that actually went bad this time was a Logic unit which is very expensive. Basically, it's the brain of the system. That's what happened.

Mr. Ward: You guys had lighting strike, so it was bad for a while.

Mrs. Pathon asked how often signs should be replaced in the community.

Mr. Ward: We are just finishing up the sealcoating program. I just finished the repairs to the stormwater system and got that recertified. Most of these are over budget items at this point in time. Once I finish the sealcoating and ensure that there are no more problems out there that I don't know about, my idea was to realign the District's entire budget, see what you have left in cash, and extrapolate it out through September 30, and I would bring that back before the Board and say, "Here's all you have left through September 30, 2026." And whatever that is, if there is any excess, the CDD will be able to consider whatever items they want. Obviously, the signage was high on my personal priority list, so it was something I thought you should look at. But at this point we need to get through where we are.

Mrs. Pathon asked if signage was a liability for the community, why was sealcoating the roads being prioritized.

Mr. Ward: In the 2026 budget there was both seal coating and signage. I anticipated a pretty low number for the signage in the 2026 budget. The sealcoating number was pretty on target. We really didn't have the money in 2026 budget to do both of them. I wanted to do both of these projects in the current fiscal year. We talked about it.

Mrs. Pathon asked why the signage was not being prioritized as the signs were illegible.

Mr. Benhamu disagreed stating the signs were legible.

Discussion ensued regarding the signage; whether the signs were legible; pressure cleaning the signs; protecting the larger asset first (roadways); how often signage needed to be replaced in a community (every 15 years or so); the Belmont community signage being over 15 years old; whether replacing the signs should be prioritized over resealing the roadways; and the cost of resurfacing the roads.

Mr. Alex Peysakhovich: I brought this up at the last meeting. You all had \$6,000 dollars in your budget for signs. I sent over two quotes to Jim Ward. One for \$11,000 dollars and one for \$15,000 dollars. Same type of signs, nothing changed but a finial on top. I was on a call with you all. I asked where you got the \$6,000 dollar number from. You said to me it was a guestimate. And I'm wondering how it was a guestimate when the other two quotes you received were prior to the meeting.

Mr. Ward: The \$6,000 dollar number was from the budget I made a year before. If the Board wanted to move forward with everything, we could have amended the budget. I would have normally done that at a next board meeting in order to deal with it. But we did not do that.

Mr. Peysakhovich: So, you guys haven't hired anybody to do the signs at all.

Mr. Ward: No. We haven't moved forward with that. As I indicated, in another month I want to realign the entire budget with the actual expenditures and see what's left and see what we can fit in.

Mr. Peysakhovich noted the HOA's legal counsel indicated not having legible signage was a liability for the community. I offered at the meeting to do them free of charge for the community, but then I received a cease and desist letter, or the HOA received a cease and desist letter, for us to do anything that we haven't done yet. My offer still stands. I would like to do the signs as a courtesy and a gift to the community if you would like me to do that. Also, I would like to have open communication between all homeowners instead of having these arguments back and forth.

Mr. Dominick Madeo: Let's not argue, but Alex, you did say the quote was \$13,000 dollars and \$17,000 dollars or \$11,000 dollars and \$15,000 dollars, whatever the number was. That night when you were on the call, we were going to vote on the signs and we were going to say let Alex do the signs, and then before we got a chance Alex started saying, when did Fab take over, why did we hire Fab, who hired him. It was irrelevant. It had nothing to do with the signs, but Alex changed the whole dynamic of everything. That's why we said we will have to bring this up at a later date.

Mr. Peysakhovich disagreed and indicated he said something else. He said the signs needed to be done.

Discussion ensued about what Mr. Peysakhovich said; how much money the CDD had to spend on signs; how CDD funds should be allocated; who did the landscaping for the community; the possibility of a conflict of interest; whether there was a lien on Belmont Lakes community property; and whether a landscaping plan was submitted to the City.

Mr. Ward: The City, to my knowledge, has not issued any code citations. As I mentioned to you all, the landscaping we did on 14th Street coming into the community was really just replacing existing materials with new materials that were the same materials approved by the City originally when the community was done. So, I would be hard pressed to see the City give you a code violation for what's done along 14th. Along Shotgun Road we did put money in the budget in order to finish up that landscaping using the same materials which were put in when the original landscaping was done. If you do that, that's not going to cause the City to give you a code violation. It's just not going to happen. That is the part you are debating about, the \$13,000 dollars or \$30,000 dollars or whatever the number is, it doesn't really matter. That's the only open piece as of right now that was the subject of what happened before I got here.

Mr. Peysakhovich: So, you're saying there is no special lien on the property? Have we called the City? What is the problem with calling the City?

Mr. Ward: I have not heard of one and after a year and a half I probably would have by this time. You can call the City all you want. The problem is, do you really want to call Code Enforcement on yourselves to have them fine the CDD which you all pay the assessments for. It's a stupid idea. If you have an issue you pick up the phone and you call me and I will fix it for you. It shouldn't rise to the level of being a code violation. That's what I've been doing since I got here, including all of the landscaping. I'm trying to address Alex because he's the one who asked the question. That's what I've been trying to do since I came on board, and as I say, we got through 14th Street already. I think that 14th Street looks very good at this point. A little fill in to do in some areas. Shotgun does need some work, but it's just going to have to be put on hold for another month until I see where we are and we decide whether we want to do signage or landscaping.

Mr. Peysakhovich: Does the CDD want me to donate the signs to the community or not?

Mr. Pacchioli: Yes.

Fabiola Bigio Elibrahimi: What signs are you referring to donating?

Mr. Peysakhovich: They are going to be better than what you've got.

Mr. Pacchioli: Then all we need is liability and workman's comp.

Mr. Earlywine: Are you proposing also doing the installation?

Mr. Peysakhovich: Yes. I'm willing to work with you or the HOA or whatever.

Mr. Earlywine: It would be cleaner to just have a short agreement with the CDD.

Mr. Ward: I'm happy to work with you individually on it, Alex.

Mr. Frank Lupo (ph): The reason we are in this position is because we did not plan long term. No one did a 5 or 10 year assessment of what we need to maintain, so now we find ourselves in a position where we don't have money to repave the road, etc. Can you make an aggressive plan and a conservative plan? My problem is this, I plan to be a long term resident, and everybody who has lived in this community is passing on the expensive repairs to the people in the future, which is going to be me, and I don't think it's fair. So, I'm asking you to make an aggressive short term plan to get everything back on track without passing on huge costs to future people.

Mr. Ward: We coordinated that before the meeting. That's exactly what I was planning on doing. You are going to get a full cost plan, a more aggressive plan, and then something a little more long-term. That was the plan.

Ms. Buckley-Correa: Conflict of interest. I believe we had a management company before. Granted they were not doing the job as good as you, but the amount that we are paying now compared to what we were paying then is significantly higher. The second thing I want to say is, we had a contract with the old company. We do not have a contract with the new company; you said so yourself.

Mr. Ward: I know. We have a purchase order.

Ms. Buckley-Correa: I am hoping to get a contract because then we know how to manage and how to budget for the expenses. The job that was done to enforce a code violation, that supposedly we had, and that's why Alex is asking if we had a lien against our community because that was the scare tactic used in the past, so we had to do that job. And the third comment, in regard to contacting you to solve their problems, I think several community members have approached community leadership to have what they are doing now done, and it wasn't done. She discussed the landscaping done along 17th Street by homeowners because the community neglected its responsibilities. She said sometimes calling City Code Enforcement was the only way to get something done. She discussed the importance of reserves. She stated she was paying \$750 dollars a month, double what she used to pay, and she had nothing to show for it.

Discussion ensued regarding issues brought before the Board in 2023; the landscaping issues; and whether it was wise to call the City to send out Code Enforcement to look over the landscaping.

Mr. Peysakhovich asked about updating the front entrance.

Mr. Ward explained the five year plan and the seven year plan would go into next year's budget and he would create an aggressive plan, as well as a moderate plan for the Board to choose from. He noted the front entrance would be included in these plans.

Mr. Peysakhovich asked if the residents wished to collect money and pay for front entrance improvements separately, and would the Board approve the improvements and allow the improvements to be made.

Mr. Ward recommended allowing him to create the plans and then making a decision regarding the front entrance improvements.

Discussion ensued regarding the front entrance; the CDD working to improve the community; how long it took to get plans approved by the City; the CDD trying to keep costs down with the previous budget; the future budget increasing expenses to move forward with community improvements; how long it would take to get the improvements done; and the possibility of residents gathering resources separately to make community improvements.

Ms. _____ 1:08:38 **said she hoped the community would come together and stop arguing. She said it would cost more money to make improvements, but she was willing to do it. She asked if there was a timeline attached to the budget so she could better understand when certain things were scheduled. She stated it would also be helpful so community members could participate and donate time and resources to save the community money.**

Mr. Ward: There are three ways to do this. The normal way is you put them in the District's budget. It goes through the process of approving the budget, doing a public hearing, adopting the budget and putting the budget assessment on the November tax bill. That's the easiest way of doing things, and then as Alex noted, it goes into the following year for purposes of operations and maintenance. A District can also do an interim assessment where we go through the process of levying an assessment sooner rather than later, but that requires me to send an invoice out to everyone in the community which you will have to pay. So, for those who don't pay we are on the hook until they pay. We have to provide a procedure in the process we go through to allow those who don't pay to put it on their tax bill. That second process takes about three months to go through, to levy the assessment, to get the notices out, get everybody to pay, that kind of thing. The third way is some sort of short term financing. Generally, it is through a bank. There is one bank I know of I can do smaller financings with. They require a covenant to budget and appropriate. That means the Board is required to budget the funds to repay the loan, and then you pay it over a 12 or 24 month period or something like that. You are a little community, and this is a big assessment, so I am not sure whether I could ever get it financed, but I know a bank who will do those sorts of financings for me. You are 42 residents. That means you are \$80 million dollars to \$90 million dollars in real estate value, so I'm guess if we kept it under the million dollar mark, at the \$700,000 dollar mark, I might be able to get something done for you all.

Mrs. Pathon: Is general counsel representing the Board or representing homeowners?

Mr. Earlywine: We represent the District.

Mrs. Pathon: How many years consecutively can a Board Member serve?

Mr. Earlywine: There are no term limits in CDDs.

Mr. Ward: CDDs are formed by general law of the State. Under State Law there are no term limits for any Community Development District and there are 1,100 CDDs in the state.

Ms. _____ asked about elections.

Mr. Ward: The way statute works, in order to transition to a qualified elector based election, which is a citizen of the United States, a resident of the state of Florida, must live in Belmont Lakes and be registered to vote in Broward County. When you hit 250 qualified electors, then you automatically transition to a qualified elector based election. You all have, as of April 2025, a whopping 101 qualified electors. I get a report from the Supervisor of Elections each year. I will get another in April of 2026. You have been established for 25 years now, so you are unlikely to reach 250 qualified electors. If you don't hit that threshold, you get one vote per household or platted lot. The Board sets an election date, usually in the summer of even years. I will make a resolution to set the date for it. Whoever shows up at that election can vote and you can proxy your vote to someone else if you want to.

Mr. _____ 1:15:20 asked a question about the CDDs assets.

Mr. Ward: Usually, I try to put all of the assets on the list. I try to value them and then come up with a useful life for them. I don't have a lot of history here, so I'm not real sure about some of your stuff, so that's what's going to be time consuming for me. I keep finding things I don't know about like drainage pipes that aren't on any plans that I have.

Mr. _____: Is the easiest way for you to find those things that you are being surprised with is for us to tell you or do we have to bring it up at a Board meeting?

Mr. Ward: You can just tell me if you want to.

Mrs. Pathon: How many seats are up for reelection?

Mr. Ward: In 2026 there are three seats up for reelection and then three seats will be up for reelection in 2028.

Discussion ensued regarding the election in 2026 and 2028; who was up for reelection in 2026 (Dominick Madeo (Seat 1), Joseph Capuozzo Seat 2), Fabiola Bigio Elibrahimi (Seat 4)) and who was up for reelection in 2028 (Carlos Benhamu (Seat 3), Thomas Pacchioli (Seat5)); and whether the CDD could be dissolved.

Mr. Ward: The CDD has assets in it, which means it owns facilities, the only way to dissolve it is, those assets have to be transferred to a local government. In your instance that would be the Town of Davie. There is a procedure to dissolve the CDD if you want to give away all of your assets to the Town of Davie and let the Town of Davie operate and maintain them. Other than that, there is no dissolution procedure under the statute other than for some CDDs that were established and nobody ever did anything and then the state, city or county has a way to dissolve those kinds of CDDs. For you, unless you wanted to transfer your assets to the local government, you would not be able to dissolve the CDD.

Mr. Earlywine: I would also say very few communities want to get rid of their CDDs. They usually want to put more assets into the CDD and there are a couple of reasons for that. One is, you can collect on the tax roll, which you cannot do with HOAs and that enables you to get loans which is what Jim was talking about earlier, which HOAs cannot get. You have sovereign immunity protection. You have professional staff on hand. There are a lot of advantages to having a CDD. I have people call me from residential communities that are just HOA and they want a CDD created for the community because they have gotten a redesignation of a flood zone and they need to elevate the roads and they can't raise capital for it. It's really a great mechanism and can do a lot more than an HOA can do.

SEVENTH ORDER OF BUSINESS Adjournment

Mr. Ward adjourned the meeting at approximately 8:07 p.m.

On MOTION made by Madeo, seconded by Pacchioli, and with all in favor, the Meeting was adjourned.

Belmont Lakes Community Development District

Signature: James Ward
James Ward (May 18, 2026 14:14:54 EDT)

Email: wardj@pfm.com

James P. Ward, Secretary

Signature: Dominick Madeo
Dominick Madeo (May 22, 2026 08:46:22 EDT)

Email: madeo@bellsouth.net

Dominick Madeo, Chairperson










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Final Audit Report

2026-05-22

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2026-05-13 - 3:22:35 PM GMT
-  Document e-signed by James Ward (wardj@pfm.com)
Signature Date: 2026-05-18 - 6:14:54 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Email viewed by madeo@bellsouth.net
2026-05-22 - 12:44:26 PM GMT
-  Signer madeo@bellsouth.net entered name at signing as Dominick Madeo
2026-05-22 - 12:46:20 PM GMT
-  Document e-signed by Dominick Madeo (madeo@bellsouth.net)
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-  Agreement completed.
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