

**MINUTES OF MEETING  
LAKE ASHTON II  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Lake Ashton II Community Development District was held on Friday, **April 16, 2021** at 9:00 a.m. at 6052 Pebble Beach Blvd., Winter Haven, FL.

Present and constituting a quorum were:

James Mecsics	Chairman
Bob Zelazny	Vice Chairman
Duff Hill	Assistant Secretary
Colette McKie	Assistant Secretary
Angie Littlewood	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Mike Eckert	District Counsel, HGS
Alan Rayl	District Engineer
Mary Bosman	Community Director
Brian Rhodes	Indigo Golf Partners

**FIRST ORDER OF BUSINESS**

**Roll Call and Pledge of Allegiance**

Ms. Burns called the meeting to order at 9:00 a.m. and five Supervisors were in attendance constituting a quorum. The Board recited the pledge of allegiance.

**SECOND ORDER OF BUSINESS**

***Public Comments on Specific Items on the Agenda (the District Manager will read any questions or comments received from members of the public in advance of the meeting; we ask those members of the public wanting to address the Board directly first state his or her name and his or her address. All comments, including those read by the District Manager, will be limited to three (3) minutes)***

Ms. Burns: We will do public comments first. Do we have any?

Mr. Hill: I put a piece of paper that a resident wanted read at the beginning of the meeting.

Ms. Burns: I got it. Thank you.

Mr. Meccics: Hey Jill, before we start, when anyone makes a comment they are made to the Board itself not the individual Supervisors. This is a Board, not an individual effort. So, if you have questions or anything like that or you want to address something you address it to the Board and do not point out a specific Supervisor. Also, I just want to address one thing that I've seen here lately. We all get very excited about certain topics, and we all get very enthusiastic and by our constitution everyone has a right to have their opinion. What they don't have, is a right to threaten or try to intimidate Board members going through normal course of duties. As one in an earlier Board session, actually got a death threat and that's not tolerable. So, I just want to remind everyone that this is not a Homeowner's Association this is a governmental entity. Every one of these folks here, are public officials. So, if you decided you want to get to the point where you have to threaten or even come close to threatening, I warn you that there are criminal penalties for that. I hate to have to do that, but unfortunately with the pandemic people's tempers are short and sometimes they do silly things. So with that, let's get on with the public comments.

Ms. Burns: I have one request to speak form. It is regarding Eagles Nest. So, we will hold this one to the end since it's not on the agenda. It is from Larry Sims. I'll go ahead and read all the ones that we received via email. Some of them are long and they have three minutes.

Anne and Doug Lake (5501 Hogan Lane): As residents of Hogan Lane and the proposed walking trail behind my house, this email is to make known our feelings against this thought. When my husband and I bought this lot, we wanted to view the lot with reasonable privacy. We lived on a golf course for over 30 years before moving to Lake Ashton, and knew we wanted more privacy. We paid a premium for a lot and do not want walkers and picnickers behind our house. When the Board voted to purchase the golf course we kept hearing it would keep property values from going down. Now it's proposed to add walking trails behind our house which would lower property value. Residents have access to ten miles of scenic golf course, paved cart path, which is available seven days a week for walking and biking. Residents also have two club house grounds for picnicking.

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**Lake Ashton II CDD**

We believe this is, and should be sufficient, but mainly my husband and I do not want walkers and picnickers behind our chosen, premium lot. Please vote against this idea.

Resident (Newholt): It says, this is in regards to the walking trails. Since our entrance road is a public road, anyone could drive through the gates and use proposed walking trails. I repeat, anyone. If this is enough to persuade against the walking trails, we are truly in trouble. There's a second email from the same resident. We paid a premium for a lake view, and I believe if you look at the current pictures you will see only a limited view of Lake Hart. I am an artist and painted a picture of our lovely view from my wife. When it became apparent that our promised view would not be maintained. I advocate a well versed attorney to fight for us, but I'm willing to pay for a consultation and more if we need. We have already received enough support to help us in this initiative.

Resident (Robert H. Warf, 5561 Hogan Lane): I bought this unit in the summer of 2018. I favored this location backing up to Lake Hart for its privacy. No golf course, or other regular human activity. Just mother nature's artwork. I could have purchased this same unit, Sebastian and other locations at a lower price. Needless to say, I'm totally against placement of walking trail behind my unit as it would negate the very reason for my selection of 5561 Hogan Lane.

Resident (Sheldon McMann, 5497 Hogan Lane): Building walking trails adjacent to our property lines is a terrible idea. If your goal is to give residents access to more CDD managed areas, we should open a driving range to all residents. Or turn the practice putting greens into a miniature golf course. I'm sure that golfers would welcome the added challenge of directing a putt through a moving window or into the mouth of a smiling clown. And just like the walking trails, those ideas would create on-going conflict between different groups of residents. If the Board is waiting for the results of the 2025 survey, it will tell them everything they want to hear. I used to do surveys for a living, and asking people if they simply want walking trails with no specifics, is like asking people if they want ice cream. Everyone says yes, until they hear it's not for free or that the price is more than they expected. Or that it would be done at the expense of projects that are more important. Or that it would be a driving wedge between residents who paid a premium for their properties and those who did not. There are already plenty of issues

that CDD's Supervisors have to address on a regular basis, it's time for all of us to walk away from this divisive idea.

Resident (Matt Stool, 531 Hogan Lane): While it appears that any proposed walking trails behind properties on Hogan and Green, would not affect me directly, I wish to make it clear to the Board that I strongly oppose both the general idea of creating such pathways and the expenditure of District funds to do so. I also point out that creating walking trails or paths, in a far flung corner of the community raises the issue of parking availability for anyone from elsewhere in the community using them. A serious issue since the District has yet to demonstrate the ability to provide sufficient parking for the dog parks. I encourage all Board members to vote against such a proposal.

Resident (Vincent Adomol, 5461 Hogan Lane). Supervisors, I know that the idea of walking trails behind the homes of Hogan Lane and Green is a mistake, and should not be entertained in anyway, but to put an end to it. I've paid a premium to have this view behind my home and wish to always have it. I understand that my neighbors are making plans to litigate. Should it come to that, I will add my name to the list.

Resident (Frank Scuttis, 6260 Pinehurst Loop): Last week's storm was a test to how unprepared the builder is in maintaining and securing its properties, houses being built, and storage of dumpsters and port-o-johns on its properties. Has the CDD addressed this issue in writing to the builder on the need for them to be responsible and covering dumpsters in port of johns so that no human feces or urine penetrates soil or flows into our streets? They have a responsibility 24 hours a day, seven days a week, to maintain and secure their property no different from any other homeowner here. There is still probably another year of building on this loop.

Resident (Cheryl Winchester): This is regarding Rattlesnake Lake treatment and maintenance. It says, I understand that the topic of maintenance of the trees, shrubbery, and wetlands surrounding our lake is on the agenda for tomorrow's meeting. I would like for you to read this statement on my behalf to the Board. I have had the chance to review this letter to us from the CDD Board asking us to enter into a contract with Applied Aquatic Management, Inc. as well as a copy of the contract between Lake Ashton II CDD and Applied Aquatic Management, Inc. I have also requested additional documents related to this topic that I'm still waiting to receive. I have had legal counsel review these documents

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as well. It should come to no surprise that we oppose this measure. SWFWMD has previously granted us authority to maintain the wetlands and shrubbery behind our house on our own, and we have done so in compliance with their authority. Your proposal oversteps authority, seeks to improperly have us enter into a contract with Applied Aquatics while paying the CDD, and despite the CDD being the actual entity contracting with Applied Aquatics it does not uniformly implement maintenance procedures or financial responsibility. It takes advantage of certain homeowners, leaves a lot of questions unanswered, and does not make legal or common sense. This is the start of a laundry list of issues here. Should this measure go forward, we will get legal counsel further involved and I know I am not alone. I sincerely hope it does not get to that point. We simply want to continue enjoying our lake front property that we paid additional money to have and maintain and the way we have been in accordance with permission of SWFWMD. This should end. Maybe as well, someone should consider opening up some questions and dialogue with residents involved. However, none of you have chosen to do that. You have only chosen to place orders upon us.

Ms. Burns: I do have one more that came in late that we weren't able to print.

Resident (Joan Sinical): This is regarding the sauna at the HFC. Some frequent users at the HFC are wondering why the sauna remains closed. We are very pleased to be back at full operation and all hours of the HFC.

Ms. Burns: That is all that I had from email, but do I have any raised hands of any residents joining us via Zoom, have any public comments, you can use Zoom's raised hand feature now to be called on.

Mr. Mecsecs: Can we take Mr. Sims comment now?

Ms. Burns: Yes if you would like to.

Mr. Sims: I came by this morning to ask you guys to open karaoke on Friday nights at the Eagle's Nest. I think if you do that there should be a notice that's placed on the door in public that says, "if you have not been vaccinated, attend this event at your own risk." This should alleviate any liability concerns. The overwhelming majority of the residents in Lake Ashton have been vaccinated. I think we are probably pretty close to herd immunity at this point. I know everybody that I know has been vaccinated. The people who have chosen not to be vaccinated, shouldn't be able to just control what we

do in the community, it's like I don't stop driving because somebody decided not to wear their seatbelt. I know there are a tiny number of people who can't take the vaccine for medical reasons, or other reasons, and they should be allowed to decide whether or not they want to take the risks to attend such an event. I think it's time to let the residents of Lake Ashton assume responsibility for their own decisions regarding the risks they take with their own lives. I suggest an opening date for karaoke on April 30<sup>th</sup> of this year. I know that these have been trying times for the Eagle's Nest with COVID, the fact that the many snowbirds didn't come this year. They have staffing problems because a lot of people are being paid not to work and stay home. Also, the restaurant at the clubhouse is taking some business. However, we have a huge number of new restaurants and new residents in the new areas. I think this is a prime time for the Eagle's Nest to start to ramp up again and get all the business back. Let's don't let it all go to the clubhouse. And they can do things like Taco Night again, the Pizza Night, the Pasta Night, and maybe a Fried Chicken Night. I know that most of the people I know are ready to get back to living, and we are just kind of tired of all this. I don't think there's any particular risk. I haven't heard of cases of COVID in Lake Ashton in a long time. I just feel like the Eagle's Nest is too important of an amenity for the residents to let it just stay away. If we start cutting back hours and eliminating events, eventually it will just go away. I appreciate your time. Thank you very much.

Mr. Mecsics: Thank you sir. Well, we will discuss it later on.

**FOURTH ORDER OF BUSINESS**

**Approval of Minutes of the February 19, 2021 Board of Supervisors Meeting and Summary of the March 30, 2021 Budget Workshop Meeting**

Mr. Mecsics: Do we have any additions, deletions, or modifications of the minutes? Angie.

Ms. Littlewood: Jillian, I don't know whether you noticed or not, but the conversations on pages 31 to 34 on 48 to 51 Bob and Jim are mixed up. You've got Bob saying Jim's things, and Jim saying Bob's things.

Ms. Burns: We'll take a look at that and make sure they are applied to the correct Supervisor.

Mr. Mecsics: Any other additions, deletions? If not, do I have a motion to accept the minutes as written with modifications?

On MOTION by Mr. Zelazny, seconded by Ms. McKie, with all in favor, the Minutes of the February 19, 2021 Board of Supervisors Meeting and Summary of the March 30, 2021 Budget Workshop Meeting, were approved as amended.

Mr. Mecsics: What I'd like to do is move some of these things around because we have some of the folks here. I would like to move over Engineer Staff Report and the portions of the new business where we talk about golf cart paths and the 6 hole restroom and then we will let the golf course folks do their report, but I'd like to the Engineering and Staff Report and then those discussions on the cart paths to start off with. So, Alan, can you do that please?

**FIFTH ORDER OF BUSINESS**

**Engineering Staff Report**

Mr. Rayl: Good morning. We have a short report for the Board this morning. We had a couple of SWFWMD permits to get certified, one involves some work on the pond 22 control structure. That work was completed a couple of weeks ago, we've submitted that certification now. The previous certification we submitted, it was returned as accepted, and the good news is we don't have to do it again for five years. So, when we establish a track record of satisfactory certifications, they will extend that time period out. I've not seen any of them go longer than five years, but we started out at eighteen months, so we are building some good will there.

Mr. Zelazny: Alan, was there an invoice associated with Pond #22?

Mr. Rayl: There was an amount that approved by the Board, I've got here in my records. We haven't received their invoice yet, from the contractor, but it was \$2,097, was what they were approved for the work.

Mr. Zelazny: Do we know what line in the budget that's coming out of?

Mr. Rayl: No, I'd have to guess.

Mr. Mecsics: It's part of our compliance.

Mr. Rayl: Correct.

Mr. Zelazny: I think if you look at CDD I's budget there is a compliance line in their budget. So maybe as we go forward next year, we should look to add compliance line so that we can associate those kinds of costs and identify them properly. And set money aside.

Ms. Burns: I can add that to the budget.

Mr. Hill: To field and administrative or some other line? Where do you want this compliance line to be?

Mr. Mecsecs: What I would say is work with Jillian and Sharon and then get that into the proper that way.

Ms. Burns: There is a Permits and Inspections line item already in the budget, so we will quote it to that.

Mr. Mecsecs: Good.

Mr. Rayl: In other construction items, we discussed building that connection between the cart path and Pebble Beach Boulevard, just west of the pickle ball courts. We've received one quote, we always go out to at least two or three contractors when we try to get these numbers. We can't make them give us bids back, we do our best to try and get them but we've received one quote from S&S Contracting, they've done a lot of work in the community. Their quote was \$1,953.60. It's a 25' long connecting piece of cart path from the curve of Pebble Beach to the cart path on the golf course.

Mr. Mecsecs: Alan, is that the sewer and the water connections, or is that just putting in.

Mr. Rayl: No, this is the piece of cart path just west of the pickle ball court.

Mr. Rayl: So, if the Board would like to take action on that we can let them know it's okay, or whatever the Board's pleasure is.

Mr. Mecsecs: Do we have a motion to accept that bid and get it done?

On MOTION by Mr. Hill, seconded by Ms. McKie, with all in favor, The Bid From S&S to Connect the Cart Path for \$1953.60, was approved.

Mr. Rayl: I'll let them know and I'll coordinate with Mary too, when I know their schedules so everybody can be aware of when the work is going on. Another construction

item that I know everyone is interested in, is the hole 6 utility connections. We've now received two bids. I just got one while I was sitting here. I didn't like the first bid, and the second bid was worse. What I want to do is go back to the lowest responsive contractor and review their bid. I've seen some things in there already we can eliminate and fine tune. I mentioned this to a couple of Supervisors, but their bid came in at \$53,000. It includes much more than what really needs to be done. I didn't even want to really throw that number out there because that's not going to be a number we're ever going to accept. It's going to get paired down. And as I said, I'm going to discuss their bid and refine it and I'll be able to present something more fine tuned to the Board. But now I've got two bids to work with, I know I can go back to this first contractor and work through that.

Mr. Mecsics: Okay, if you would I'd like you to come back to the Board in May if you could refine by our next meeting.

Mr. Rayl: Yes. I will have something finalized by our next meeting.

Mr. Mecsics: Alright.

Mr. Rayl: The only other item I have and is that we may have a similar scenario in addressing utilities at the hole 12 bathroom building. We don't know how those are configured yet. If we need to extend utilities there it's a solvable thing. It can be done, but we're just identifying that right now.

Mr. Mecsics: Okay.

Mr. Rayl: That's all I have for a report this morning.

Mr. Mecsics: Thank you.

Ms. McKie: I have an addition for Alan I didn't know if it would come up at the next talk about budget. In the past, the Board paid for stakes to be put in along the wetlands buffer on Rattlesnake Lake and Hart Lake. When we were with SWFWMD and Alan was with us, Alan noticed that there are missing stakes. So, I'd like him to talk about that and let the Board know what it would cost to replace those missing stakes.

Mr. Rayl: When the initial discussions came up about the wetland buffer along the lakes we first looked into the plats. We saw that the wetland line was platted and that there were also wetland buffers that were shown on the plat as well. Those are required in the SWFWMD permit to reduce the potential for secondary impacts to the wetlands. They are there to stop fertilizer runoff, wind born debris, those types of things. We found

that the buffers were being mowed as part of the regular maintenance of the CDD areas, the golf course tracts, and the drainage easements. The Board requested that we monument the limits of that buffer so the mowing crews would know where to stop. We went back to the plats, we calculated the distances away from each lot where that buffer is and we installed metal T posts at the projection of every lot line on the buffer. Every homeowner would look out and see a post at the extension of either one of their lot corners. That made a good spacing for the mowing crews as well. This came back up about two meetings ago. After we had a field meeting we noticed some of the T posts were gone. There were 3 missing posts from that area. We estimated if we remeasured those areas and reinstalled posts it would probably be \$500.

Ms. McKie: One of the questions I asked Alan was, how would those posts disappear? Could a lawn mower have run over them?

Mr. Rayl: We did not see the posts laying on the ground anywhere. It just looks like they were removed. They are fully within CDD property and they are there for a purpose that the Board determined was necessary to delineate where the buffers are. But there is no evidence of them still being on the ground. I did not see them. I don't know if the mowing has varied from those positions.

Mr. Mecsecs: I know it's an emotional issue, but that's CDD property. It's vandalism if you remove it. I hate being the enforcer, but if I have to put cameras out there I will. Please, if you have it in your mind to go out and change things on CDD property, think twice. There are penalties. Alan, how many stakes are missing?

Mr. Rayl: Three.

Mr. Mecsecs: How much would it cost to put them back?

Mr. Rayl: About \$500.

Mr. Mecsecs: I'll pay \$500 to put the things out there again. I'm tired of this.

Mr. Zelazny: There's one other thing, it's regarding the proposed cart paths at the end of Pebble Beach to the restroom and the easement on the 10<sup>th</sup> hole. We've had discussion at the last couple Board meetings on it. The golf advisory counsel has met and they would like to have both of them in. I've received at least half a dozen emails from residents. They would like to have those two cart paths put in. I bring it up today because we are at a critical juncture. Both houses that are going in are getting close to completion

so if we are going to act to put them in now would be the appropriate time, before the landscaping gets done on the homes.

Mr. Mecsecs: We can bring that up later on. I found out that the paths on Pebble Beach is CDD property. That property is CDD, we don't need an easement because that is CDD property. Thank you for bringing that up Bob.

**SIXTH ORDER OF BUSINESS**

**Golf Course Update from Indigo Golf**

Mr. Rhodes: I regret to inform you that Ron is ill. He's had some effects from his second shot. I will try to answer any questions at the end if you had any for him. March was a fantastic month revenue wise. The team took advantage of the drought and posted some very good numbers. Droughts always help us on the golf course. We hosted 6,554 rounds in March which was well above budget. The breakdown was 5,777 member rounds and 777 guests and resident rounds. Green fees exceeded budget for the first times since I can remember with \$585. The Pro Shop had a fantastic month and posted \$28,909 in income which is almost \$16,000 above their budget. Member guest tournament put us on the correct path and we really appreciate them spending the money with us and taking advantage of our services. Cost of goods for the month was 66.5% which is below our budget of 80%. Food and beverage had a solid month and exceed budgeted revenues by about \$3,600. Again member guests put us off on a solid footing there as they took advantage of our food. We've also noticed that the foot traffic is slightly picking up as people feel more comfortable after they have been vaccinated. At the Pro Shop we have \$10,248 that needs to be explained because it was not budgeted. It was the billing for the handicaps. Of course it's going to wash right out as I tell you about the expenses that we paid the Florida State Golf Association almost all of it. Total revenues for the month were \$200,523. That exceeded our budget by about \$32,000. Gross income surpassed our budget by about \$22,000. Obviously when the Pro Shop has that big of a month we are going to have some cost of goods and they won't flow to the bottom line. Team labor was \$4,900 over budget for the month. The staff was more efficient if you look at labor percentage though, which is total labor dividing by the revenues. We operated at 40.12% on a budget of 45.62%. A major for our overage was that we put almost \$4,000 into our midyear bonus program that was not budgeted. I don't know how

it slipped by because we do it everywhere. Yearly labor totals are \$16,000 under budget with the majority of the savings coming in burden. Golf operations was over by \$9,334 of which \$9,521 were the handicap fees. Other than that we operated on budget. For our G&A expenses we have a policy of every six months that we write off, we make a bad debt allowance for anything that is over 60 days. We wrote off \$3,000 and put that in that bad debt allowance. We've already collected \$1,000 of it. I'm not expecting it and at the end of the year we will probably get a bonus back from that. We will have a small amount in the bad debt, but in this community I'm not expecting major numbers. Staff is on top of collecting and billing. Insurance was \$2,200 below budget, that's consistent over the months. Maintenance was under budget by \$3,097. The department is currently \$26,000 under budget for the year. We did spend almost \$50,000 this month on the golf course, which is about \$20,000 higher than we do on average for a month. We knew that going in, if you saw our budget in March. We deferred fertilization so that line will be way under. It was mostly time constraints and it was not the right time to put out fertilization. We will come back out and put that out later. We did spray insecticide, which costed us a little over \$10,000. Food and beverage was over by \$1,800. It's all in repair and maintenance. We are about \$650 over budget in repair and maintenance for the year. Obviously we are taking a guess when we budget. I'm going to say we are pretty in line with that. That did affect the F&B net contribution, so we did not meet our net contribution goal even though we had higher sales. We did incur \$9,418 in below the line expenses. \$1,986 were engineering fees, \$1,792 were from Quality Turf which relates to the sod project that we did around the cart path on hole 9. We did \$4,920 in elevator doors and \$671 in refrigeration expenses for the Eagle's Nest which was old invoices that had gotten lost before we took over. Our April forecast, things are starting off strong, play looks good. Trending right now, we will be well above our member rounds. Members are taking advantage of the golf course. We will probably be slightly below our public and guest rounds. Obviously the forecast for the next 5 days shows a lot of rain, so that could put a dent in what we are doing. Staff has been talking about conserving labor if we are seeing the trends drop down. Ron gave me a few notes to talk about, the first was the carts and charging for carts. If you want to consider it, the blue carts go out every day. You could do a single rider policy. I will tell you from my travels, some of my most conservative

clients are encouraging double riding now because of the vaccine and trying to eliminate some wear and tear on the golf course. They are starting to charge a minor fee for taking a single rider golf cart or using one of our carts if they are a member. That minor fee deters people from doing it. Ron said we are going to try to get started on the netting project on 6, he's looking to get quotes. We did fix the main line for the irrigation that is under water there on 3. We are looking into how to do it correctly because it's under the water now. We will probably attach it to the bridge. We're getting some quotes to actually move it over but I have a feeling that they are going to be very significant.

Mr. Hill: Going into the last 3 or 4 months of the year, what's our cash position? We're probably running out of cash. Are we going to have to borrow from the \$200,000 and if so how much?

Mr. Rhodes: We will have to borrow. I did update the Board that I expect to borrow around \$75,000. That was probably two months ago. I do not know the total I have not crunched the numbers, but I know Ron is on top of it. We can put together a cash flow projection together for next meeting if you would like.

Mr. Zelazny: On the doubling up on the carts, we wanted to bring that up today because it's part of the phase 4 opening. We are opening everything else up, we would like to start to encourage people to double up. We put about 400 rounds per day on the golf course, that is 400 golf carts driving down the middle of the fairway. If we could reduce that by 50% the fairways would come back quicker, lusher, and greener. We would like Board approval to implement that.

Mr. Mecsecs: I'm the guy on that, so yes you can do that.

**SEVENTH ORDER OF BUSINESS**

**New Business**

**A. Discussion Regarding the Cart Paths (Pebble Beach and Sawgrass)  
(requested by Supervisor Zelazny)**

This item was discussed under the Engineer's report.

**B. Discussion Regarding the Sixth Hole Restroom (*requested by Supervisor Zelazny*)**

This item was discussed under the Engineer's report.

**C. Discussion Regarding Maintenance of Entry Landscaping Enhancements**

Ms. McKie: I put the maintenance contract from Fox Hollow at each chair. It basically follows the estimate that was given previously. We can discuss whatever the Board would like.

Mr. Mecsics: We've already approved going forward on this sort of stuff, do we have anything else?

Ms. Burns: We approved the installation of everything and then having Fox Hollow maintain this. What wasn't clear and what we need to discuss is if we are going to do an ongoing maintenance contract with them, then we probably want Mike to put together a form of agreement on that. In addition, the intent to having them maintain it was a warranty issue. I wasn't clear from the last meeting if that was just going to be for a few months like during a warranty period and then it would go back to being maintained by Yellowstone or if they were going to maintain this ongoing. If we are going to put together a form of agreement we will want to be clear on that. For consideration of the cost, if we are having them maintain it because of warranty issues and we are not getting any kind of credit from Yellowstone as a result of them not maintaining this area anymore, the cost of this may exceed what it would be to replace it if it dies. If they are going to maintain it for the year it's a little over \$4,000. If the savings of having Yellowstone do it under their contract is in line with that, that's something the Board may want to consider.

Mr. Mecsics: If we do the Fox Hollow maintenance, then obviously we are going to have to go back to Yellowstone and negotiate lowering their fees for that. We don't want to double pay.

Ms. Burns: I just wanted the Board to discuss that, because that was not something that was contemplated when we talked about that at the budget workshop.

Mr. Mecsics: The warranty period is one year?

Ms. McKie: Yes.

Mr. Mecsics: I think we should negotiate with Yellowstone to change their contract to lower it to accommodate not having to maintain that.

Ms. McKie: We had gotten an estimate from Fox Hollow, another landscaper, and Yellowstone for the seven islands. The Board decided to go with Fox Hollow, but we haven't made a decision about the seven islands. We did not ask Yellowstone for an estimate for the entry. The difference between Fox Hollow and Yellowstone for the seven islands, Yellowstone was 60% higher in their bid than Fox Hollow. Also, in regards to mulch which had become a question of cost. Yellowstone is 50% higher for the mulch than Fox Hollow. I did not ask Yellowstone for an estimate for the maintenance of the entry because it is a very difficult thing. They weren't asked for a bid and we've already made a commitment. They could come back and say well, the entry maintenance is \$100. They could say whatever they want. I asked them for a bid almost a month ago for the maintenance of the seven islands, and I told them it was to compare bids. They've never responded. It's difficult to know where they stand and to really get a valid estimate at this point in regards to maintenance for the entry.

Mr. Mecsecs: Right now we will have the year of maintenance for that area under the warranty. I do think we need to hold Yellowstone's feet to the first to tell us exactly what things are broken out to.

Mr. Zelazny: The Yellowstone contract is very clear and specific. They maintain all properties that the CDD owns. There should not be an additional cost to take care of a different kind of flower or putting down mulch. I look at the proposal here from Fox Hollow, I voted on putting in the upgrades to the entrance because I think it's important but \$4,000 a year to maintain two relatively small flower beds, unless there is an offset of \$4,000 out of the Yellowstone contract that we are already paying, I would not be in favor of.

Mr. Mecsecs: I don't disagree with you. I do believe in a scope of work, something that is more specific than just the entire community.

Ms. McKie: I don't know how to get a valid estimate from Yellowstone. Could we just take the cost of this maintenance contract out of Yellowstone's contract? We know that they are 50% or higher with their estimates. Just because we are paying for it doesn't mean it's free. We don't know because we don't have things itemized. The feedback that I have gotten is that the entry way, the islands, and around the HFC, are the main view of our community. I work very well with Yellowstone and yet it doesn't seem that they have the view of maintenance that really fits with what we are asking. Maybe it is a good

idea to have another company to do that niche or special work. They will give their attention to that section. It might be beneficial to have another company take care of those areas that seems to be of such great interest and importance to our community.

Mr. Zelazny: I don't disagree with what you're saying, but looking at our expenses and the expenses we will have coming up I cannot support an additional \$4,000 a year in maintenance for two flower beds that we are already paying to have maintained under our current contract.

Mr. Mecsecs: My concern personally is that I've seen some of the issues that Yellowstone has done. Colette I know you worked really hard with them and I know it's frustrating sometimes. I hate it to, I don't want to spend the money to put all the beautiful plants out there and then they can't maintain it. I worry about that too.

Mr. Zelazny: Like I said, if there is a corresponding reduction in the Yellowstone contract then I have no problem. I can't support the additional \$4,000 per year.

Ms. Littlewood: Maybe by doing what Jim suggested and going back to Yellowstone and saying we are taking this \$4,000 out of what we pay you because we are having this done, that might actually make them jump into action and give you the information that you need. They may come back and say well actually we could do it for this amount of money. At the moment, they have a monopoly in here. They are the sole contractor and they can treat us how they want.

Mr. Mecsecs: Angie you are correct. I'm not picking on Yellowstone, but I think competition is a good thing every so often.

Mr. Zelazny: If we are going to go back to Yellowstone and negotiate on the reduction for this, I'd like to go back to something that Colette presented two Board meetings ago. We talked about the frequency of cutting behind the homes, the green space you referred to as the nature area. Currently they are on the same cutting cycle that the homes are, 41 times a year. Residents say the grass doesn't grow, yet we're paying 41 times to have that grass cut. If that area you referred to in your last report is 48% of our Yellowstone budget that equates to somewhere around \$75,000. If we could reduce the frequency of the mowing beyond the lake or 50 feet from somebody's house or if we went to 20 times a year, we could save \$20,000 to \$30,000. It would be applied to the nature areas behind Sawgrass and those areas as well, as long as there's not a

home associated. That savings could more than fund the rest of your landscaping project over the next couple of years. If we're going back to negotiations, we should do all this at one time.

Ms. McKie: I've gotten feedback from residents on Hogan, Rattlesnake Lake, and Lake Hart, that they agree. Less cutting of CDD land behind their homes would be welcome.

Mr. Eckert: I suggest authorizing Colette to go ahead and negotiate on the extra cuttings with Yellowstone to bring something back to you at your next meeting, but approve this proposal subject to a similar reduction in the Yellowstone contract. If that can't be accomplished then it must be brought back to you at the next meeting.

On MOTION by Mr. Mecsics, seconded by Ms. McKie, with all in favor, the Maintenance Contract with Fox Hollow pending reduction in Yellowstone Contract, was approved.

**D. Surplus of Golf Course Equipment**

Mr. Zelazny: I provided Jillian a list of equipment that is being replaced by the new equipment that we have put under lease. There are replacements and some other pieces that we've used to keep other pieces of equipment up. We would like to be able to take that off the books.

On MOTION by Mr. Mecsics, seconded by Mr. Zelazny, with all in favor, Surplussing the Golf Equipment, was approved.

Ms. McKie: Where is the information about that lease and how much it is costing? Have we gotten that and I haven't seen it?

Mr. Mecsics: The lease agreements were in the last months agenda package. It comes to \$4,000 per month based on a 5 year lease. I can provide that to you.

**E. Discussion Regarding Traffic (*requested by Supervisor Zelazny*)**

Mr. Mecsics: Mr. Zelazny and I both watched the Talk of Lake Ashton about traffic and we looked at different ways of controlling it. We've had the police out several times. The speed limit is 20 mph and these are public roads that we maintain. We do not have

law enforcement powers as a CDD. I'd love to, but we don't. Generally you do things with speeds based upon a Traffic Accident Index, that's normally what you get from the Northwestern Traffic Institute. We don't have that, thank God we have very few traffic accidents. We can't use that as a basis, but we do have a lot of input from the folks here. I have a radar gun and I'd like to set up a volunteer group that will sit in the golf cart and note the different speeds. Then we will provide that to the Winter Haven police for their use. The Winter Haven use a comp stat process, they go in their data and figure out how their patrols are scheduled and if they do a normal traffic control or selective enforcement. The thing that gets people's attention the most is traffic tickets. We've suggested speed humps, speed cables, and there are some serious drawbacks. That's a big money factor and there are issues with the emergency services. I'm going to talk with Mr. Plummer on the east side because I think we need to do things together.

Ms. Littlewood: We are getting a lot of complaints about speeding, I agree. But we are also getting complaints about how many cars there are parked with the contractors. On Pebble Beach when the contractors are all out, it's like a ski slalom. There's no way that you can speed down there when it's like that. Yesterday Brian came around the blind bend on Hogan Lane and he was doing 17 mph, there was a walker who jumped out and was waiving him down to slow down. It looks like you're speeding when actually you're not. Other people have jumped out at me when I've been doing 20 mph. You can't get a sense of how fast people are going.

Mr. Mecsecs:

**F. Update Regarding Nature Trails *(requested by Supervisor Zelazny and Supervisor Littlewood)***

Ms. Littlewood: As you all know we had several comments from residents after reading the proposal for these walking trails. A couple of residents have actually questioned whether the land is an amenity as they believe the land is made up of berms to protect the homes from potential flooding. I haven't checked into this, but I walked the trails and it would make sense that it is correct. I don't believe the land was ever meant for recreational use, otherwise some kind of pathway would have been provided by the Developer as it was around the golf course. When I walked it I discovered on the Lake Hart side there is only one flat area that goes most of the way around the lake without

coming into the contact of property belonging to residents. That's the area down along the lake shore. Due to heavy rains earlier this year and again this week this part of the property is in some areas boggy at best and water logged at worst. The grass in the buffer zone is currently dead in the areas where Lake Hart overflowed. Normally this grass is at least 5' tall or taller. When back to normal this could pose a danger to walkers, there are water moccasins or cotton mouths, racoons, snakes, rats, alligators, bob cats, and even panthers have been spotted in a driveway on Hogan. If you take the marked entrance between 5436 and 5432, walkers would be able to walk along the top of the berm all the way along the back of green, however if they go to the left and go along the back of Hogan they can only walk so far on the berm before they will be trespassing on resident's land. They will then have to walk on a slope before getting back to the top of the berm or continue walking along the edge of the lake. On Rattlesnake if you take the marked entrance between 5437 and 5433 Hogan and turn left, I was able to walk the whole way along the top of the berm right to the golf cart path that leads to the driving range. There's a pond that runs behind some of the homes there and I counted four gators in that pond. Turning right instead of left at the entrance, again you can walk on top of the berm all the way to the bridge but then you have to turn back there is no way to get under or over the bridge. Taking the entrance to Rattlesnake Lake where the cart path leads to the bridge and then to the golf course, there is no access to the proposed walking trail without trespassing on the property of the two homes flanking the cart path. If you take the fourth entrance marked on Supervisor McKie's plan between 5513 and 5509 Hogan it would be pointless. You can go right there as there are two homes where the residents own the property right down to the fence. If you go left and go around the pond it will dead end at the bridge. The pond that runs at the back of 5509 used to have an 8' gator which would come on the bank. That would be a danger to unsuspecting residents that came around the corner if it's still in the pond. When I say the land is flat it is relative. It's not as flat as walking on a sidewalk or a road. There are parts that have roots from shrubs protruding or are under the surface on the grass. The area is grass and grass is not flat, I rolled my ankle twice wearing sensible shoes. I disturbed two turtles that were sunning themselves and a gator that was close to the edge of a pond. If this area is changed and used as a recreational area, it would disturb the wildlife. What are the cons? If these are berms then

using them as a trail will erode them and could eventually lead to possible future flooding of residents property. The CDD is responsible for maintaining any berms in a way that prevents residents properties from flooding. To make it safe to walk on the land needs to be leveled, either by a concrete pathway or by a deck. Concrete will take away the ability of the natural landscape to absorb any excess water from rains and possible lake overflow and a deck would need to be maintained the same as the bridges are. No trespassing signs would need to be placed on resident's properties along areas where the land slopes and the berm ends to avoid conflict with residents and walkers. Signs showing which way walkers should go should be provided to avoid any accidental walking on residents property. Dogs must be on a leash at all times, signs would need to be placed along the walk at various points. Florida has a leash law, and in Polk County the law states that dog owners are prohibited from allowing their dog to become a stray or run at large upon any public street, sidewalk, park, or other public property or private property of another. Poop bags and bins should also be provided and collection arranged as it is at the dog parks. Parking areas need to be provided for residents who don't live close and have to use their golf carts or cars to get to the proposed trails. No golf cart signs should be on the trails. Be aware of alligators and snakes and do not feed wildlife signs need to be erected on the trails. Large anthills on the property will make it difficult for residents to sit and watch the sunsets or sunrise over the lakes, as well as being a problem if disturbed. Turning these areas into recreational areas will affect the wildlife. The cost of making it safe for residents to walk there would be prohibiting unless the Board wanted to assess all residents. Like many residents have pointed out, they purchased their properties with the belief that they would have privacy. They paid a large premium for that. I know the question of walking trails is on the 2025 survey, however I think the Board needs to vote on whether the proposal for Lake Hart and Rattlesnake as trails should go ahead. The rumors are getting out of hand. I've been asked by residents who is going to pay for the picnic tables and the pavilion. I've assured them there has been no mention of any tables or pavilions by the Board. I'm assuming that when Ms. McKie mentioned picnics in her proposal, that residents would bring blankets and sit on the ground to watch the sunset or sunrise. A group of residents as you've heard are now talking of retaining a lawyer who specializes in CDD litigation. I feel we need to put this to an end one way or another.

Mr. Zelazny: I'm glad you went first Angie because you covered almost everything that the residents have concerns about. They need to be addressed before moving forward. I think that when Colette presented the option of a nature trail a couple months ago it was just to get people thinking about what we can and can't do. There was no definitive decision made by the Board that we are going to do it. Two things I'd like to do today, one is to encapture all of Angie's concerns from the residents and take those and work for the next year or so to try to answer those questions and find solutions to them to see if they can be overcome. In the meantime, table any discussion about putting in a nature trail immediately or within the next year to 18 months and put it to bed. The residents then can rest easy. The second thing is to notify residents on Hart Lake and Rattlesnake Lake that contrary to what you might think, the land behind your house is owned by the CDD. We cannot deny access for people going back there and using it. Every retention pond we have is available for residents to go to and fish on. CDD property is for the use of every resident. You might have paid for the view, but you're paying for a view overlooking CDD property which is available as an amenity for any resident. The establishment of a nature trail is quite another thing. That takes investment, money, time, and lots of other issues. I don't believe at this point in time we prepared to move on. I would like to table any decisions on a nature trail for at least 1 to 2 years so we can do some research on it.

Ms. McKie: I think after the last meeting Bob, you mentioned that it would be a good idea rather than referring to nature trails refer to it as a nature area. I think that is a great idea. As Angie mentioned, there would need to be some common sense. There's another area that a resident told me about that could be considered a nature area. It's between the last house model toward the dog park. We might want to talk about having nature areas where people can be in nature without worrying about golf carts, golf balls, and cars. Maybe we could look at it in a different way. I don't know why you need a year to 18 months unless you have plans. Why establish an artificial timeframe for not looking at something?

Mr. Zelazny: I said a year to 18 months because with everything that is going on I don't think that there is any rush to get it done. I would rather be slow and methodical and get the right solution as opposed to jumping. I would like to have the residents calm down

a little bit. If we have a well-defined program to evaluate and develop a plan with the residents involved, then I think we have a better opportunity for success. 18 months to 2 years seems like a good time frame to me.

Ms. McKie: If we go with the concept of a nature area that already exists on CDD land, then we don't need trails, signs, or anything else. Just let people know where the area is and assure people that they do have the right to go to those areas.

Ms. Littlewood: Maybe Alan can tell us, are they actually berms at the back of Hogan and Rattlesnake?

Mr. Rayl: No. The homes aren't in danger of flooding. These are stormwater retention areas. They collect the runoff from the homes and from the streets and they are down gradient of all those and up gradient from the lakes. They attenuate the additional volume of water that the community generated above the historical pasture. They are there to hold a volume of water and to provide water quality improvement from that runoff that comes off from the roads. They do not have a function of preventing flooding of the homes.

Ms. Littlewood: But they are there for a reason? They are there to stop all the grunge from going into the lakes?

Mr. Rayl: Yes.

Ms. Littlewood: If they were eroded that would cause a problem.

Mr. Rayl: If there was a significant breach in the pond bank it wouldn't be able to hold the attenuation.

Mr. Mecsecs: I think a compromise we can say to the community is that we are not looking at formally doing nature trails. That was just a concept.

Ms. McKie: There was also an idea that Bob brought up, the nature area, of just letting residents know where these areas are. It was suggested that I check with CDD I to see if there are any areas on their side, and Mr. Plummer said yes let's start talking. We could have a nature area guide.

Ms. Littlewood: By putting signs up that say you are walking here at your own risk, if somebody gets attacked by a gator or someone's dog gets taken by a gator, we have promoted this as a nature area. Do we still have liability?

Mr. Eckert: The first thing I would say is we don't have liability until a judge tells us we have liability. I would never give you that opinion. What I think you would do is anytime that you have an area you are promoting for recreation, if you are aware of dangerous animals in the area typically the protocol is you would post signage warning people about the animals in the area. From a District perspective that's all you do, that's what most cities and counties do as well.

Mr. Mecsecs: In the amenity policies when the retention ponds and fishing are mentioned, we talk about that as well. Jillian advised me early on that if it is an amenity it is closed to the public. If it's not an amenity then it's open to the public much like the roads. So we should put nature areas in the joint amenity policy, and work with CDD I.

Ms. Burns: Just to clarify, that would be unless they paid a nonresident user fee that would allow them to access just as they would the HFC or other areas.

Mr. Hill: Is there any expense expected for anything to be done to the nature areas?

Ms. McKie: We hadn't talked about it. In the past it has only been a concept. Most of the areas are easily walkable, and we're talking about having common sense. Just like people who go and fish at the different ponds. We don't have signs about that.

Mr. Mecsecs: Coordinate with CDD I to come up with designated areas that are considered to be amenities. Then that would cover a lot of the liability because it's already stated in our policies that you should be aware of wildlife.

Ms. Littlewood: Colette, common sense is not common. If you're relying on everybody's common sense then we are in for real trouble. I like Bob's proposal of tabling it until we look at what it takes to make these areas walkable. They're not easily walkable if you're not fit. I walked it and grass is not flat. I think we need to look at it properly.

Ms. McKie: I would like to obtain information on this and present it at a future meeting.

Ms. Littlewood: Can you give me the address?

Ms. McKie: Yes I can. Also, Bob Plummer referred me to Mike Costello and Lloyd Howison. I contacted Mike to work on it, so we will move forward in discussions.

On MOTION by Ms. McKie, seconded by Ms. Littlewood, with four in favor and Mr. Hill opposed, Appointing Ms. McKie to work with Lake Ashton I CDD to Identify Nature Areas that could be added to the Joint Amenity Policies, was approved 4-1.

**G. Discussion Regarding Maintenance of Rattlesnake Lake and Lake Hart  
(requested by Supervisor Littlewood)**

Ms. Littlewood: When we talked about the maintenance of Lake Hart and Rattlesnake lake a couple meetings ago, I got the impression that Colette was asked to work with Applied Aquatics and SWFWMD and come up with a quote that we could look at working into the budget in 2022. At the next meeting she presented the walking trails. Did you ever get those quotes Colette?

Ms. McKie: I don't remember that at all.

Ms. Littlewood: Okay. What we've done is we have asked owners to pay to have this done. We've created a monopoly with Applied Aquatics and we are not allowing the owners to go and get quotes from other companies to bring back to the Board for approval. I think owners should be able to go out and source reliable vendors and bring it to the Board for approval if they want to. I sent an email to Chaz because at the meeting she said Applied Aquatics were her go to people. I asked her for a list of approved vendors that I could bring today to present to the Board as alternatives and she said that they are not allowed to recommend companies. She said they can't recommend but they can tell you if they have had issues with the company. I think it is important that if a house had a view, that the view is maintained. If their property value drops from not having that view any more, then the community value drops as well.

Mr. Mecsics: It's CDD property, not the owners property. That's why when this first came up we said they could work with the CDD if they'd like to have this. Who cuts it? We have a vendor, Applied Aquatics, that has met all the criteria. Colette is our lead person on that. If the Board wants to discuss other vendors than just Applied Aquatics, then that's for the Board to decide but it has to meet the criteria. I'm not going to pay a fine for someone's back yard to look nice. Mike, do you have any perspective on this?

Mr. Eckert: My perspective is if there is going to be any work done on the CDD property it should be the CDD contracting for the work. You can have a reimbursement

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**Lake Ashton II CDD**

agreement with the resident if it's enhanced maintenance above and beyond what the CDD has made the policy decision to do. I've also seen something in there about threatening if their view wasn't maintained that they would initiate litigation against the District for not maintaining that. I think that's silly, and I'm not concerned about that from a legal standpoint. The CDD has the obligation to maintain its property in accordance with the permits, not for aesthetic reasons. The CDD can choose to do more, or chose to do more not at your cost. Typically Districts don't allow their residents to even pay to get that done, so this is a little bit of a different circumstance than I usually see. It's good if you can get it to work out and the residents are happy. You do not want to let residents go on CDD property and deal with things where you have permitting responsibilities or to hire their own contractor that is not accountable to the CDD.

Mr. Mecsecs: That's really what Colette did in the last couple months. She's got a form and they fill that out and send it to the CDD. The CDD does the contract and they reimburse the CDD. I am a very strong Applied Aquatics fan, I think they've done a great job the entire time they've been here. To Angie's point, when I responded to the residents that sent me their concerns I had the same concerns. If there is another vendor that is out there that is bonded, insured, and has no negative reports to SWFWMD I think they should be able to present their bids or quotes in for us to look at.

Ms. McKie: We started this process and just yesterday I gave a letter and service agreement to the residents so far who had put in an application for wetland treatment. The agreement and letter were approved by Mike so they have legal standing. Yesterday one resident came in and signed the service agreement and gave a check to have that work done. I can contact SWFWMD and ask for other vendors who they approve and see about them also giving estimates for upcoming work.

Ms. Littlewood: They don't have a list of approved vendors. I have an email from Chaz that says they are not allowed to recommend companies.

Mr. Mecsecs: Jillian, why don't you work with Colette and help her find other vendors that are qualified.

Ms. Burns: We work with a bunch of lake maintenance vendors in Polk County, we can provide a list of many that do this in other Districts. I am happy to get with one of our

field managers who works with these companies. I can probably give you 4 or 5 different names.

Mr. Eckert: From a structural standpoint, the way I see this playing out the most efficiently is that Colette and Jill identify another 2 or 3 vendors. You guys would enter into a contract with those vendors on an as needed basis and then you would publicize those vendors to the residents and let them choose from them. You guys get the quotes and present the quote under a contract that you have already approved, the Master Contract, and they write the check and it's done. Any deviation from that would have to come before the Board for you guys to approve that additional contract.

**EIGHTH ORDER OF BUSINESS**

**COVID Procedure Update**

Mr. Mecsecs: This is still my area to change. I have watched the CDC, the state, the local. I probably learned more about viruses in the last 9 months than I ever did in graduate school for that sort of stuff. I think we have a compromise, trying to get people to open back up to doing things. The most important things is that we encourage everybody to get the vaccination. I know all the stuff about Johnson & Johnson, but get your vaccinations. Watching closely and working closely with CDD I with the vaccinations, we are getting close to our to herd immunity. In this community we are close. If things start going south fast, I will put the Board on notice that we may have to change things.

Mr. Zelazny: I have two other things on the COVID procedure update. One is that as previously discussed we are going to start encouraging two people per golf cart to reduce the traffic on the course. Secondly, there has been some requests to put ice back out at the restrooms. We have elected not to do that. Ice is available at the ice machine before you go out, but because we have water issues and there is an issue with cups and sanitation we are electing at this time to not put ice out at the restrooms. We will reevaluate that when we get later into the summer or we get further guidance.

**TENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. Eckert: I have three things. Number one is that we got the lease invoice for the maintenance building. I went back through and looked at the invoice and compared it to what the contract said. The numbers and estimates seem reasonable, I don't know the

actual numbers because I haven't seen the backup. Conceptually the invoice did not look out of the ordinary. It looked consistent with the agreement.

Mr. Zelazny: I understand that's what the numbers were, but the number seems excessive to me. Could we see if we could renegotiate that bill?

Mr. Mecsics: Mike, you and I will talk about that more. When we were told about how much it would cost we only talked about the lease, it's \$10 a year, but there are a lot of ancillary things that come with commercial contracts and leasing. It was a surprise, maybe we didn't listen closely in our haste to get things tied up.

Mr. Eckert: Okay. Second, with Jill's help we are trying to finalize the final reconciliation. That has been going back and forth for a long time with the golf course owner. Where we were at at the last point in time, right before Sarah left for parental leave, the only issue there was we agreed on all the numbers except the operator had added about \$6,000 in legal and accounting fees which is not in our opinion consistent with the original agreement for those post-closing fees. Sarah reached back out to Mike Workman and said we are in agreement except for that \$6,000 and has not heard back from him for some time. I will follow up with Mike on my way home today. The other issue that we looked at and I talked to the Chairman about was the boundary amendments. When we did the golf course acquisition, part of the agreement between CDD I and II was that you all could do a boundary amendment to include those three golf holes, take them out of the boundaries of CDD I and put them in the boundaries of CDD II so that you had a complete course. That's all been agreed too, but we have to file two boundary amendments. One is to take it out and the other is to put it back in. You have to go to two different jurisdictions to do that. One is the county and one you have to go to the city. I've talked to the Chairman about that now is the time if you are going to do it. You don't want to have an election cycle that goes over while you are in that boundary amendment process because you could spend a lot of money on the amendment only to have a couple new Board members come in and say they don't agree with it and then you've spent money for nothing. Also, the governor did sign the COVID bill. It has a one year statute of limitations for somebody who is going to sue a local government or business based on an accusation that the business or local government was negligent and as a result of that negligence they contracted COVID. There's a retroactivity provision in it. In addition, it's

also an extremely high burden of proof for somebody to prove that the local government or business is going to be liable. As a result of that I think you will start to see businesses open up a lot more now that they feel more comfortable in what their potential exposure is should there be a case. That is an entirely legal analysis, it's not a health and safety analysis. That's something that you guys will consider which is equally as important.

On MOTION by Mr. Mecsics, seconded by Mr. Zelazny, with all in favor, Authorizing Mr. Mecsics to work with Counsel to Finalize the last Payment, was approved.

On MOTION by Mr. Mecsics, seconded by Mr. Zelazny, with all in favor, Moving forward with the Boundary Amendment, was approved.

**B. Lake Ashton II Community Director**

Ms. Bosman: A copy of my report is in your booklets if you want to follow along. Even though it has been 30 days since our last meeting, we have accomplished quite a bit. The Porte-cochere project is complete and came in on budget and ahead of time. That was a real plus for us. The finials on the fencing on highway 653 are painted and half of the black posts are painted. The pool coping has been replaced due to cracking. James did a little extra investigation and we needed to also move the ladder to get out of that pool. Because of his investigation and sharp eye, we needed to put up some signs listing weight limits for that ladder. We have a resident who has excess weight and due to repeated use by them we had to fix that coping. We had a February storm and a spa heater was blown. We had to replace that. That same storm blew out two internet access points and those have been replaced as well. We do not have the vending machines anymore, I think the residents that supplied the other two are looking to get us a couple more but they are not here at this point in time. We moved the security camera that was in the kitchen focusing on those vending machines out in the rose garden. That's a much more functional place for those security cameras. We are working with Jim on the phase 4 COVID procedure. Our two temporary positions ended and I would like to thank both of those employees for their service in those positions. Four communications went out from this office for Joint Amenity Policy violations in the last month. I'm hoping maybe with us\_\_

opening up more that people will be more light hearted and willing to have fun in a good way. We are looking forward to having more parties here, so we thought we would lead off by planning a party here on May 7<sup>th</sup>. I hope to see you all here.

Mr. Mecsics: At our last budget meeting we talked about increasing the staff by 3% next year. What I'd like to do, because of COVID and everything, is give them a 2.5% increase in June or July of this year and look at a .5% increase next year to get them started on the recovery for the finances.

Ms. Burns: Jim, would the .5% additional kick in on October 1<sup>st</sup>?

Mr. Mecsics: Yes. We can discuss that at the budget meeting in May.

On MOTION by Mr. Hill, seconded by Mr. Zelazny, with all in favor, Giving Staff a 2.5% increase in salary starting in June, was approved.

### C. District Manager's Report

Ms. Burns: While we are talking COVID capacities, previously in all the advertisements set a limit of 100 people in this room. We haven't come anywhere close to that with most people attending via Zoom. I wanted to ask if you want us to continue to advertise that 100 person capacity for this room.

Mr. Mecsics: Remove that limit.

Ms. Burns: Okay. Our next meeting is May 21, 2021 and we will be presenting our preliminary budget to the Board at that time. We have a good handle on that after the budget workshop.

## ELEVENTH ORDER OF BUSINESS

### Financial Report

#### A. Approval of Check Run Summary

Ms. Burns: You have the check run through April 8, 2021 and the total is \$60,036.32.

On MOTION by Mr. Hill, seconded by Ms. McKie, with all in favor the Check Run Summary through April 8, 2021 totaling \$60,036.32, was approved.

**B. Combined Balance Sheet**

Ms. Burns: Financial reports are included in your package. These are through March 31<sup>st</sup>. We are creeping up on being 100% collected on the tax bill. We have collected \$1,426,474 of our \$1,445,000 that we levied on roll. We lack about \$20,000 and we expect that to come in this next month. I would be happy to answer any questions, but there is no action necessary from the Board.

Mr. Hill: First thing, Jillian did we ever get an answer on when they are going to finalize the refinancing?

Ms. Burns: They are still working on some deferred cost issues that bond counsel is looking into. I followed up with MBS a couple days ago and I am waiting on a response. There are some deferred cost issues that we need to look into to find out if we would be able to refinance.

Mr. Mecsecs: Can we be a little proactive in the restructuring of the 2006 bonds? We are about 20 homes from being at the threshold where we can refinance.

Mr. Hill: In section B page 3 of the financials the big standouts on this are the attorney fees are \$11,000 over for the year to date, but the good thing is there was only \$400 or \$500 of legal fees last month. Did we just not have much to look into?

Ms. Burns: We did not have a Board meeting in March, so that's a lot of it.

Mr. Hill: It's a good thing Alan left because engineering is \$39,000 over budget and once again I want to remind everyone not to go to engineering unless it is absolutely necessary. Page 6 shows the Capital Projects. I am going to give a rundown of where we stand in my opinion. The fund ending balance is \$503,000. I would always like to see us keep something around \$350,000 in Capital Reserve which leaves us with only \$153,000 to pay for all the expenses for the remainder of the year. Of those expenses we have paid \$52,000 to repair the Porte-cochere. Our Field and Administrative budget is \$40,000 over and if it continues the way it is going it will be \$80,000 over for the year. We got some bad news from Alan this morning, the bathroom on hole 6 we were estimating to cost around \$15,000. The first bid he got is over \$50,000. We are facing something that has to be done, but it is going to be very expensive. When we come up with issues that need to have expenses charged to them, we need to be very careful on whether or not that needs to be done this year or if it can be put off. We have pretty much committed to do

the racquet ball court because there is a safety issue. That's going to be \$10,000. Bob's suggestion about getting a lightening alarm for people in the pool coming into the summer months is a great idea, but that is going to cost us \$3,800. We've completed the fence painting out front and it turned out to be \$2,400. There are some miscellaneous expenses, the fence on hole 11, the connection between Pebble Beach and the golf cart path, and I've just gotten some estimates on the dog park issue. The irrigation in the dog park is operated by a 9 volt battery that we replace every year. It turns out that it has been so long since we've done anything, the battery corroded the connection between that and the timer. It made the timer completely useless. We have to replace timers in both dog parks. That's what operates our irrigation system, and those are going to total an estimated repair of about \$600 or \$700. We are estimating for the entrance landscaping to be somewhere around \$10,000. We got good news back from Alan. I thought it was going to be \$3,500 to run from Pebble Beach to the sewer but it will be less than \$2,000. I haven't put any expenses into my analysis for road repairs, sports equipment, or the air conditioning units. It's possible that some of those could go bad and they will have to come out from the bottom line that I'm going to give you after the analysis. The total expenditures we were looking out up until we found out how much the bathroom was going to cost were \$140,000. Now that is going to be \$160,000. Instead of having \$14,000 available we are going to be \$20,000 in the hole. How do we handle that? There is a \$265,000 amount that is set aside for first quarter expenses. Historically, last year we spent of that money \$175,000. What I'm doing is subtracting from the \$265,000 first quarter reserve the \$175,000 which would leave us available funds of \$103,000. Now that we have the bathroom that will come down to \$83,000. That money needs to be very carefully appropriated or spent on projects that we absolutely have to do. I'd like to see it postponed out until late in the summer so we can get closer and closer to next year's budget. The other issue I'm concerned about that I'm hopeful we will get under control is if we continue with legal and engineering the way we are going, we will be \$80,000 over budget. That would also reduce the amount of money we have for Capital Projects. If that continues we wouldn't have but about \$40,000 for those projects. The last thing that I will talk about is to support the Chairman's decision to reduce billable presence of attorney and engineer at meetings to a specific time. We are going to have to get to that. The

Board members should consult with Jillian prior to consulting with legal or engineering especially when it is not within your area. We've got to get these expenses under control.

Mr. Zelazny: Duff is working the budget numbers for the general fund and he looks at the Capital Budget. I sent out a number of documents through Jillian to the Board members on long term budget planning. This is my take on the Capital Projects that we have approved already this year that are not in the budget. Duff has indicated a bunch of the things that are in the budget that he doesn't believe we need to fund. He doesn't believe we are going to need all the air conditioners etc. This list right here, all these expenses have to go in the other project line. We have \$77,000 this year for projects which is landscaping, roads, and then other projects. This is the list of things that we have already approved. You can change the 6 latrine, which was unknown, to \$50,000. Now comes the big shocker, we had the 64 mph winds that came through and we lost over 500 tiles on the roof. Tiles that are not available anymore. Initial estimates could be as high as \$17,000 to \$20,000 to repair that.

Ms. Burns: That should be covered under insurance. Nobody sent my information, but we should file a claim if so.

Mr. Zelazny: I am getting to that. We have that expense that is looming first. The tile and everything is not available. If you look at the Reserve Study and the 2022 budget, we have money set aside for a new roof next year. Instead of investing the money from the insurance to repair this roof just to replace it in October or November, maybe we should look and have James do some research now to move that project up. The other document I sent is the budget analysis and that is what Duff has been using. He wants the bottom line, the ending fund balance, to be around \$350,000. When you see the spreadsheet, if we spend what we are supposed to and don't have overages or unexpected projects then we are good until 2024 and then we run into financial crisis around 2025. The beauty of long term planning is to develop a strategy to get us through 2025 and 2028. I've provided you with a document that talks about potential strategies that address the budget analysis through 2028. I give it to you today in hopes that we can review it. When we get into the May workshop when we talk about assessments and everything, we will have a good idea. Like Duff said we are down to \$100,000 in end of year funding. We could be less than that. If you have any questions on those documents

please send them to Jillian. She can get them to me and I will do the research and get the answers.

Ms. Littlewood: Jillian said the roof might be covered under insurance. What happens there? Do we get a check that we can put towards a new roof?

Ms. Burns: When we have damage as a result of a storm or any accident we need to notify the insurance company that we intend to make a claim and that damage occurred. I need somebody to detail that and send me a report so we can get that to him.

Mr. Mecsecs: I think once the insurance people come out they will have a better scope of what that is.

Mr. Hill: If the roof is going to be \$80,000 and we are looking at getting some insurance money it is best that we go ahead and do the whole roof now. That money is going to have to come out of Capital Reserve. I don't see that we'll have enough so we will have to be very very careful.

Mr. Mecsecs: Let's wait until we get the actual data in before we get too spun up. Again, that's what the Capital Reserve is for.

## **TWELTH ORDER OF BUSINESS**

### **Supervisor Requests**

Ms. McKie: Mr. Chair, Lake Ashton is a terrific place to live. As many know I share this view with fellow residents every day. The following concern evolved from a chain of seemingly unconnected events. It is not something a Board should be burdened to try to solve alone. GMS recently voiced concern about the negative harsh emails from residents to Supervisors. Applied Aquatic received phone calls from residents that took up their professional time with complaints about decisions and actions of the Board. I've witnessed residents yell and curse at the HFC staff. A resident shared their fear to even apply for wetland treatment behind their home. The resident is concerned neighbors will confront or ostracize them. Another resident needed to guarantee their address and the fee for the wetland work remains confidential, especially from other Supervisors. The resident fears retribution from neighbors who strongly and vocally opposed Board decisions and actions regarding the wetland and CDD land to Hart and Rattlesnake Lakes. After discussion about the wetland and CDD land with a resident, the person stopped, put their hand on my shoulder, looked me in the eyes, and whispered something

like, "Colette, be careful. There's a lot of ugly talk out there. You know a previous Supervisor received a death threat and I am concerned. I am really serious, take what I am saying seriously. The talk is so hot that I am afraid you will be hurt." After a moment of listening my mind was reeling. I lost exactly what was said. Mr. Chair residents are so afraid of their neighbors they won't fill out a form or are reluctant to have work done behind their home. I'm a resident too. I had to ponder then discuss with my husband how to brace ourselves from threats from fellow residents likely with no factual proof. Without proof there is no avenue for protection. People may say this is just residents letting off steam, however words matter and threatening actions can build to deadly violence. I read this statement today because the community deserves to be informed about the festering activity condoned or shrugged off by some men and women of Lake Ashton. This small group demonstrates that some residents are not better than this. My hope and prayers are for informed residents with a conscience who respect and love this community and all residents will reject and stop this dangerous undercurrent. Then Lake Ashton will resume its path forward to be the best it can be for all residents.

Mr. Mecsecs: Thank you. That goes with what I started the meeting off with. I'm protective of the Board. If I find anybody out there threatening them I will personally be there and press charges, and I'll watch the handcuffs go on. I'm dead serious.

Ms. Littlewood: I want everybody to know that as a Board we may not always agree with somebody does. We are all here to represent the residents and we are all here doing our best. We are all here volunteering, and we are working to make this community a better community. This kind of threatening behavior is totally unacceptable. Nobody should be afraid to be able to want to pay to have something done. Nobody should be afraid of their neighbors. If that's the case then I am ashamed of this community and I'm ashamed of my neighbors.

Mr. Zelazny: I have four things. Two meetings ago Jan agreed to form a committee to look at signage to put on the golf course. they have complete their report and I provided each of you a copy. I am going to take the report to the golf group and we will talk about it from a management perspective. At the next meeting we will talk about it and put it on the agenda and have your input about location and signage they are recommending. Next is that a couple residents have talked to me about street lights, not on the boulevard, on

the road between the pet park and the model homes. They are missing 5 or 6 street lights there and it is extremely dark. I would like Duff to get with TECO to look at those. Third thing is that Iris has published the Focus 2025 Report. The group did a tremendous job. I applaud the volunteers from both CDD I and II. I look forward to getting the final report to review it for the budget workshop. Iris, you and Steve, the whole group did a super job and I really appreciate your efforts on that. Lastly, I want to address a couple resident comments. The one about the builder and hurricanes. Our builder has a plan and he has implemented it for the 14 years I've been here. When we are under a hurricane watch he secures everything, all the equipment, the port-o-johns and everything. Nobody could have anticipated a 65 mph coming up between 11:00 a.m. and 3:00 p.m. To say that the builder is remiss and that the CDD is remiss and we don't have a plan, you cannot have a plan for an unexpected act of God. There are plans, the CDD has a hurricane plan the builder has a plan. We have handouts and documents for you to take. For the person who made the complaint, did you do what it said in the hurricane plane to protect your equipment as opposed to just attacking the CDD and the builder? Lastly is the ones that addressed the CDD doing nothing. Let me tell you, this Board works harder than you deserve I will tell you that. This Board is trying to do the absolute best for you. They protect you in health. The criticism we received on how we handled COVID19 was uncalled for, I think. Yes we were stricter than CDD I but that was a decision made by the Board to protect the residents. What we are doing in phase 4 is also to protect the residents. I got 20 emails on the nature trail but I can count on one hand the number of people in this room today to support it. But it was nothing to send us emails complaining about what we do or don't do. You didn't take the time to come here and fight for your issue.

Ms. Littlewood: I am going back to Duff about not wanting us to use the engineer and legal. I agree with that. When I was running for this position I asked residents, those who were interested in being a part of the community, to offer their experience. There is a civil engineer on that list and a traffic expert who are willing to help. We can't act on their advice but they are willing to advise and guide us. We have a lot of different experience in our community on this list I gathered. I would like the Board to have a copy of this list again so you can all reach out to them.

Mr. Mecsics: We have a litigious society so we have to have Mike. For the joint meeting, Mike I would like you to Zoom in. You don't have to come in for the joint meeting on Monday.

**THIRTEENTH ORDER OF BUSINESS                      Public Comments**

Mr. Mecsics: Are there any public comments at this time?

Resident (Steve Realmuto): There was some discussion earlier regarding additions to the Joint Amenity Policy. I believe you discussed Supervisor McKie working with her counterparts on the East and I think that is great. Not all of my fellow Supervisors on the Lake Ashton CDD may follow your meetings as closely as I do or be aware of the issues. As you've noted, we do have a joint meeting coming up Monday. I am a staunch supporter of transparency, and I think it would be appropriate to bring it up for early discussion. Not that we are going to take any action at the joint meeting, but just so we are on the same page and can get a little background to the issue and we can express our views. It might help in crafting the proposed addition to the Joint Amenity Policy. We do have the Focus 2025 Report at the joint meeting. I won't steal their thunder but I would encourage you to look it over. I believe it was included in the recent revision to the joint meeting agenda packet.

Resident: I just want to say that I appreciate the Board members, your professionalism. I was in a similar position in a different state in my community and I know that it is very difficult to make everybody happy. I was watching on Zoom and I decided to come up today because Supervisor McKie made reference to me. I am the one who submitted the check to have the weeds cut down on my property. I think the CDD has an interest in me maintaining my property, particularly the front of my house in order to maintain my property value which is a benefit to the community as a whole. I believe maintaining the view to the lake in the back of my house is also important to maintain my property value and thus overall value in the long run to the community. I am being asked to pay if I wish to do so, to trim the weeds. That is my choice. Yesterday I submitted a large check to Supervisor McKie to have Applied Aquatics trim the weeds on a quarterly basis in order to maintain my view of the lake. Now I am wondering as a result of some discussion today if the nature trails or walking areas behind my house and other homes

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on Rattlesnake and Hogan and Hart, if by trimming the weeds I am inviting fisherman and walkers behind my house to congregate because there is a better view. Maybe I am better off letting the weeds grow and letting my property value erode to dissuade people from congregating behind my house. My suggestion is to let this whole issue of nature areas go, drop the issue. The residents clearly know in this community that they have access to the areas in question. Supervisor McKie I would like to withdraw my check because it sounds like you are going to get additional quotes. I have to think about this a little more.

Mr. Mecsecs: Why don't you work with Colette on that specifically. Thank you sir.

Resident (4303 Ashton Club Drive): I love your idea with the speeding going on, because it happens a lot, and the golf carts. Golf carts don't have a way to tell how fast they are going. When I bought mine I said I don't want to go any more than 20 mph because that is the speed limit. He said to me it's about 19 ½ mph. I floor it and do 19 mph. I know there are golf carts that seem like they go a lot faster than 20 mph. We ought to get one of those signs that tell you if you're going over the speed limit. The road going out to the street, they go much faster than 20 mph.

Mr. Mecsecs: We'll take a look at that. Thank you.

**FOURTEENTH ORDER OF BUSINESS      Adjournment**

Mr. Mecsecs: There being no more comments, I will ask for a motion to adjourn.

On MOTION by Ms. Littlewood, seconded by Ms. McKie, with all in favor, the meeting was adjourned.

  
Secretary / Assistant Secretary

  
Chairman / Vice Chairman