

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

A meeting of the Board of Supervisors of the Lake Ashton II Community Development District was held on February 9, 2018 at 1:30 p.m. at Lake Ashton II Health & Fitness Center, 6052 Pebble Beach Boulevard, Winter Haven, Florida 33884.

Present and constituting a quorum were:

Doug Robertson	Chairman
Jim Mecsics	Vice Chairman
Daniel Murphey	Assistant Secretary
Stanley Williams	Assistant Secretary
Carla Wright	Assistant Secretary

Also present were:

George Flint	District Manager
Andrew d'Adesky	District Counsel
Alan Rayl	District Engineer
Mary Bosman	Community Director
Numerous Residents	

FIRST ORDER OF BUSINESS

Roll Call and Pledge of Allegiance

Mr. Flint called the meeting to order at approximately 1:30 p.m., called the roll and the pledge of allegiance was recited. All Supervisors were present.

SECOND ORDER OF BUSINESS

Audience Comments on Specific Items on the Agenda *(speakers will fill out a card and submit it to the District Manager prior to beginning of the meeting. Individuals providing speaker cards will also have an opportunity to speak prior to Board action.)*

Mr. Flint: There are speaker cards if you have comments on the agenda. If you have comments that are not on an agenda item, there will be an opportunity at the end

of the meeting under general audience comments. I will hand the speaker cards that I received to the Chairman.

Mr. Robertson: Mr. Zelazny has a comment having to do with the minutes of the meeting. Bob, do you want to discuss that now?

Mr. Zelazny: Yes. There was a quote on Page 20 that was attributed to me. I think the comment was either made by Stan or Dan.

Mr. Flint: It was on Page 18.

Mr. Robertson: Collette, do you have any comments?

Ms. Farland-Vogt: No, but I would like to have the option of being able to discuss something.

Mr. Williams: There are a number of issues with the minutes. I think what happened was that there was a problem with the recording device several times and a lot of statements were cut off, so you have different statements that don't make sense. I don't know if we need to just say for the public record that there was an interruption in the recording.

Mr. Flint: We can mark the minutes as a draft and defer them to your May meeting. If you have comments, we can make corrections, or we can make a note at the beginning of the agenda, that due to technical difficulties, there were issues with the audio.

Mr. Williams: There was a section where Bob was talking about something and I made a statement and the two were combined.

Mr. Flint: We can go back and review the recording. Tell me how you want to handle it. We can defer action on the minutes and re-review the minutes again and take comments from the Board.

Mr. d'Adesky: There is no requirement for verbatim minutes, so if something was mixed up, we can say "*discussion ensued*".

Mr. Williams: I don't think there's any need to revise the minutes.

Mr. Robertson: Alan had a comment on the merger with east and west. John wanted to talk about credit cards. Do you want to speak now, John?

Mr. Velebir: Yes. John Velebir, 5205 Green Drive. I want to speak on the discussion item on the joint meeting. At the joint meeting this morning, I was heartened to see your discussion about one community. You were passing out a proposal that Jim made on an alternative plan to formally merge the two Boards. We would have an interlocal agreement to allow us to operate. I don't think anyone in the community has seen it and if there was a way to see your proposal, that would be helpful. You are relying on gentlemen's agreements. You are elected members and can make a few changes. Any of those agreements should be formalized in writing and have some sort of enforced law. I'm heartened to see the "*one community*" attitude. It makes it a little more on our side than the other side.

Mr. Robertson: It's all one sided.

Mr. Velebir: The developer's proposal is a scare tactic as if to say, "*If you don't maintain the golf courses, your property values are going to plunge*". I don't think anyone can support that. A community right next door, Traditions, has no golf course but a similar demographic. The houses are smaller and cheaper, but if you look at it on a personal basis, there is not a 30% difference in the value. This idea that we have to buy these golf courses to prevent plunging property values is erroneous. People that actually live on golf courses may be affected, but the entire community is not going to see their values plunge. I have a client in Vero Beach where the developer actually decided to make the golf course into lots. Do we really need two golf courses? Could we have one golf course and turn the other golf course into a park or nature area? There could be an alternate solution to two golf courses, particularly when George Davidson asked about that. In his experience, these golf courses tend to operate at a \$200,000 to \$300,000 operating deficit every year. That's a lot to ask everyone in the community to pick up that deficit. If you are going to be working with the developer, we looked at maybe engaging a professional in golf course evaluations. Obviously, evaluations are critical on what it's going to cost us going forward. Thank you for your time.

Mr. Robertson: I don't think we have any other comments; therefore, we will proceed with the first order of business.

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the
December 8, 2017 Meeting**

Mr. Robertson: We have the minutes of the December 8, 2017 meeting. Are there any issues that haven't been addressed? I didn't see any.

Mr. Williams: Just that substantial change on Page 18.

Mr. Robertson: It was Mr. Williams.

Mr. Flint: You can approve the minutes subject to me reviewing the recording and making the necessary corrections. If I have any questions, I will call you.

Mr. Williams: That's fine.

On MOTION by Mr. Murphey seconded by Mr. Mecsics with all in favor the Minutes of the December 8, 2017 Meeting were approved; subject to the District Manager reviewing the recording.

FOURTH ORDER OF BUSINESS Unfinished Business

A. Consideration of RFP for District Management

Mr. Robertson: The RFP was provided under separate cover.

Mr. Mecsics: At our last meeting, we voted for an RFP for District Manager and legal services. I don't know if there would be a conflict of interest. I was asked to help write these RFPs because I had some experience doing that. Based upon our operating rules, the District Manager does everything required under the Florida Statute to provide those kinds of services. Other services, such as personnel, work directly for the company. That's not included in that RFP. This is just for the District Manager's services position. I am providing this for folks to take a look at. It's open for comments, if you have any.

Ms. Wright: Jim, I asked you about one section. You might want to clarify that section, which was in Section E, just so we are all on the same page.

Mr. Mecsics: Under 18E where it says, "*A list and description of security services*", should say, "*A list and description of the District management services projects undertaken for each of the last three (3) years, including the scope of services provided, the name of the project owner and a contact name and phone number*".

Ms. Wright: F says "A listing of the total annual dollar value of the work as described above under G".

Mr. Mecsecs: It should say "below".

Mr. Mecsecs: Are there any other comments?

B. Consideration of RFP for District Counsel

Mr. Mecsecs: You also have the RFP for legal services. It's simple, based on service per hour. Right now, Andrew's company does that for us. That is what I propose. I gave ourselves a lot of time to change what we have, based on the normal operation. If there are any changes, I am welcome to hearing them. Just so folks will understand the RFP process, once the Board approves the final versions of the RFP, each Board Member will receive a copy of the proposals, with a note saying "*You should not solicit any potential bidders under any circumstances*". If they are approached, they should refer any interest to Mary Bosman. I am going to ask for authorization from the Board to do that, because I am an evaluator and I don't want anyone to have a conflict of interest. Once the RFPs are released, and the Board consents to Mary, as the primary manager of the process, he will be assisted by myself, as designated by the Board to assist in the process. The most important thing is that Andrew will help me. Answering questions consistently and being available to every bidder, is paramount, because we don't want any bid protests at the end. We don't want someone to come back to say that some other folks were given an unfair advantage. We set up these procedures to offer a fair evaluation of the proposals as they come in. I will entertain a motion that we accept these RFPs, with the corrections noted, and authorization for me to work with Mary to publish the notice. We can talk about certain things with Mr. Flint, because he is a potential bidder. Advertising in the newspaper for this type of service is not practical, but there are companies like that out there. I was asked to make a list of companies that we could contact, including GMS. We have a deadline of March 30th for receipt of all of the RFPs.

Mr. Mecsics moved to authorize Supervisor Mecsics to work with the Community Director on the Request for Proposals process to obtain proposals for District management and District Counsel services and Mr. Murphey seconded the motion.

Mr. Robertson: Is there any discussion?

Mr. Murphey: This is an opportunity to see alternatives. We may get an ever better offer from GMS than we currently have. Who knows. They work hard.

Mr. Williams: Is the east going out for the same services?

Mr. d'Adesky: No. They are going out for onsite management services. We do not have onsite management.

Mr. Williams: But they are also going out for management services.

Mr. d'Adesky: No.

Mr. Williams: Then I misunderstood.

On VOICE VOTE with all in favor the prior motion passed 5-0 and was approved.

FIFTH ORDER OF BUSINESS New Business/ Supervisors Requests

A. Consideration of Aquatic Plant Management Agreement with Applied Aquatic

Mr. Flint: We have a current agreement with Applied Aquatic. They perform the lake maintenance for the District. We have one specific agreement for Rattlesnake Lake. It has an automatic renewal scheduled for this month. There is a provision in their existing agreement, allowing them to institute an inflationary increase of 3%. You will see in their letter that they chose to waive that increase and to perform services at the same price. There is an addendum that would go with this agreement, with the general terms and conditions that the CDD wants. They override provisions in their terms and conditions that are not acceptable to us. Are there any questions?

Mr. Robertson: At the last minute, they provided an addendum?

Mr. Flint: Yes. It has the standard terms and conditions. It's not in this packet, but attached to prior agreements. For example, they have an indemnification provision.

Mr. Robertson: Are you satisfied with their addendum?

Mr. Flint: Ours will override theirs. Theirs attaches to their agreement, but we attach ours, they sign it, and overrides any provisions. It was attached to their previous agreement. They are used to that form, because we use it in all of the other agreements.

On MOTION by Mr. Murphey seconded by Mr. Mecsics, with all in favor the Aquatic Plant Management Agreement with Applied Aquatic was approved.

B. Discussion of Correspondence Regarding Keeping CDD Lands Compliant with S.W.F.W.M.D. Permits and FWC Water Access Regulations (*requested by Chairman Robertson*)

Mr. Robertson: After the hurricane, the Southwest Florida Water Management District (S.W.F.W.M.D.) came to look at the dog park and a fallen tree on Hart Lake. At that time, we were told that we were encroaching into their permitted area. LA II CDD owns land between resident lots and Hart Lake. There's a legal obligation to leave 25 feet of undisturbed grass between the lake, before we can do any mowing. Over the years, that has not been complied with, for whatever reason, and now we are maintaining several acres beyond where we are allowed to be and are in non-compliance with our permits. We wanted to put out a notice to the community stating where we can legally cut. From there down to Hart Lake, we want to leave it natural, so that is what this notice is for. Having done that for Hart Lake, I received feedback that we should be doing it on Rattlesnake Lake. S.W.F.W.M.D. is responsible for the land, under our permit rules, to maintain from the property line to the water line. If you get into the water, there's an issue with different jurisdictions and it becomes the responsibility of the Florida Fish & Wildlife Commission (FWC). They allow us, if we chose to, to cull some vegetation in the water line, so we can have water access, which I think that the Board would be looking to do for individuals if they wanted to clear some of the vegetation. We already have to have a 25-foot buffer with knee high grass, between our property and the water line. Why would anybody want to go in and cut vegetation? That is something we can deal with if someone wants to ask us to do it, but

at this point in time, I don't anticipate that many people would want to invest their own money in cleaning up the water, if we have three feet of grass. I would like to have a motion to issue a Lake Ashton II CDD plants notice to the community.

Mr. Mecsics moved to issue the Lake Ashton II CDD compliance notice to the community, and Ms. Wright seconded the motion.

Mr. Robertson: Is there any further discussion?

Mr. Murphey: I wish that we could've talked about this before we made motions. Alan was out there the other day staking this out. I think he put a flag at the end of the property line and then measured whatever the map showed and put a wind stake in with a flag, showing the wetland, according to the maps you have. What you are saying is that all of this area that Yellowstone and previous companies were mowing for years, from that wetland stake towards the lake, we are not allowed to mow.

Mr. Rayl: Correct. The stakes are the wetland buffer of the actual wetland line.

Mr. Murphey: So that is the wetland buffer. Tell me where we are allowed to mow.

Mr. Rayl: Anywhere upland of the buffer.

Mr. Murphey: Where you put the stakes, which in some cases, is on top of that berm behind our houses. On down towards the lake, we are not allowed to mow.

Mr. Rayl: That is the platted buffer on the wetland line on the plats of the development. It's in the plat that it is supposed to be maintained in its natural state.

Mr. Murphey: My point is, that area has been mowed even before there were houses there. I have been talking to people who lived in Lake Ashton for 10 to 20 years when there wasn't any wet. It was an orchard. Now after all of these years, we are being told that we can't mow the area there.

Mr. Rayl: It is similar to what we found at the Pebble Beach Dog Park. There were some inadvertent likely impacts that were made. Through the years, we held those lines, but they may have been mowing to the lake a little more than previously.

Mr. d'Adesky: But now that we know about it, we can't knowingly go in and mow it.

Mr. Murphey: Is this the responsibility of S.W.F.W.M.D. or FWC?

Mr. Rayl: S.W.F.W.M.D.

Mr. Murphey: How do we get an exception from S.W.F.W.M.D. to allow us to keep maintaining that area the same way it's been maintained for the last 10 plus years?

Mr. Rayl: I was going to mention that in my report. Water lines are now static. Things change over the years, especially when there has been development adjacent to it. On Lake Hart, the buffer stays turf grass through the entire distance. On Rattlesnake Lake, so far it varies. It goes in and out. In some places, the water was at the top of my boots and the buffer was in the water, per the plat. In other places, it was upland. What I wanted to suggest to the Board was an option to have discussions with S.W.F.W.M.D. to revisit that line and the buffers. The buffer is not consistent throughout the development. In most places, its 25 feet, in some places its 15 feet and in a few places, there's no buffer at all, as shown on the plat. I think it's worth your time to have discussions with S.W.F.W.M.D. about the urgency of the wetland monitoring.

Mr. Murphey: I agree. Also, S.W.F.W.M.D. has been out here before and I know George has been out there. S.W.F.W.M.D. sees what's being maintained. When I say maintained, I mean mowed. They never said anything.

Mr. Rayl: It's not obvious. There is a lot of vegetation out there.

Mr. Murphey: We are going to have a lot of people, including myself, that are not going to be happy if all of a sudden, we are getting 20 feet of their backyard. We are going to have to let the grass start growing up, so you get a natural state.

Mr. Robertson: All we are trying to do is define where we are legally allowed to go. My suggestion is that we should comply with that and ask S.W.F.W.M.D. for some variances where we think it's appropriate. I don't mind getting variances at this point in time. Just like with the dog park, we said we didn't want to do the dog park until we had S.W.F.W.M.D.'s approval. They consider us to be a cooperative entity. If we are compliant, we can ask for a variance.

Mr. Murphey: I can't argue with you, as long as we identify where all of these things are. We can look at it and if we are out of compliance, hopefully there is a way to

get a variance, or like Mr. Rayl said, maybe adjust where the wetland begins or ends, because it's not exactly set, because of development; however, there are people living there now. One of us can meet with S.W.F.W.M.D.

Mr. Robertson: If we can get ourselves compliant and act quickly, it won't grow very much. Being in compliance is probably a better starting point than saying, "I cheated and I want to keep on cheating".

Mr. Murphey: We didn't know we were cheating.

Mr. Robertson: I know, but we also had to provide a pond on the other side for storage. To start with, I want to get a variance. I would support that motion.

Mr. Murphey: Are we going to need a motion?

Mr. Robertson: It would cost money for signage, etc., so I recommend a motion.

Mr. Flint: You have a current motion on the floor.

On VOICE VOTE with Ms. Wright, Mr. Mecsics, Mr. Robertson, and Mr. Williams in favor, and Mr. Murphey dissenting the prior motion was approved; passing 4-1.

Mr. Robertson: The second motion would be to take all actions necessary to work with S.W.F.W.M.D. to obtain a variance for us to continue to maintain and mow down to the native grasses.

On MOTION by Mr. Mecsics seconded by Mr. Robertson with all in favor the Board approved taking all actions necessary to work with the S.W.F.W.M.D. to obtain a variance for the District to continue to maintain and mow down to the native grasses.

C. Discussion of Window Repairs in Fitness Center (requested by Chairman Robertson)

Mr. Robertson: We received a final quote to repair the windows in the Fitness Center. Is there a motion from the Board to approve the bid for the window repairs in the Fitness Center?

Mr. Murphey: I hope there's an end to this at some point.

Mr. Robertson: Yes there is. The others are in and working properly. We did some from the inside and some from the outside. We found that the least expensive option was to go from the inside and keep the window the same size. The first ones, we cut down half an inch and re-installed with stucco and a drain underneath the window. That is a less expensive solution.

Mr. Williams: Did we have that area inspected?

Mr. Robertson: Yes. We checked the wall.

Mr. Williams: There must be 10 windows back there.

Mr. Robertson: There are nine.

On MOTION by Mr. Mecsics, seconded by Mr. Robertson, with all in favor the Board approved moving forward with the window repairs.

D. Discussion on Security (*requested by Supervisor Williams*)

Mr. Williams: I have two items. Awhile back the Board approved an 8:00 p.m. to 4:00 a.m. roving patrol. On certain dates that changed. I'm just wondering how it changed without it coming back to the Board.

Mr. Mecsics: On page 17 of the minutes, someone asked if additional personnel to cover the HFC was going to be included on the agenda, to cover the time that no one was here. We discussed security services and providing some weekend coverage, because no one was assigned here. It was temporary over Christmas and at the last meeting we modified that, so we would get someone in here from a staffing standpoint.

Mr. Williams: Without a motion and approval, we can change it.

Mr. Mecsics: We talked about it.

Mr. Williams: I understand what you read, but it wasn't a motion.

Mr. Mecsics: We didn't have to do a motion, because we didn't change the scope of the contract. All we changed was the location. I'm not trying to belabor this, but it's a valid point. When we get someone to cover those hours, that officer still has to perform checks.

Mr. Williams: Absolutely.

Mr. Mecsecs: This is a stop gap measure, based on discussion at the last meeting.

Mr. Williams: Were you going to say something, Andrew?

Mr. d'Adesky: No. It seemed like the Board intended to have some flexibility, based on previous direction.

Mr. Robertson: I thought we discussed that when staff takes a lunch break around noon, the security person covers the desk, so there wasn't a half-hour window on weekdays. They would be there to give staff a break and still have coverage at the front desk.

Mr. Williams: The second item was that I would like to hear some updates. I understand that you get all kinds of statistics about what they do and what they are finding. At least I haven't heard anything. As part of our process, is there some way that we can get an update on what security has seen or doing?

Mr. Mecsecs: Yes. I will send George information about the patrols and signage.

Mr. Williams: Or at least a summary, so we know what's going on, because as we look at security in the future, we have some idea of what's been happening in the past.

Mr. Mecsecs: Yes. It's no problem.

Mr. Robertson: Good idea.

Mr. Williams: When does the current security company contract expire?

Mr. Flint: I will get you an answer.

Mr. Williams: The reason that I am asking is, I don't know how you feel about this Jim, but I continue to hear from a lot of people that we really don't need 24 hour road enforcement. What they are looking at is \$60,000 for an additional 12 hours.

Mr. Murphey: It is a lot of money.

Mr. Mecsecs: It's less than \$1.00 or 99 cents per home.

Mr. Williams: When you break it down like that, it doesn't look like a lot of money.

Mr. Mecsecs: We are saving money.

Mr. Murphey: \$1,800.

Mr. Williams: Still, you are saving money that we are spending. Maybe it can go in somewhere else. I'm passing that along.

Mr. Murphey: I spoke to them and asked a lot of questions. He doesn't agree on a lot of things.

Mr. Williams: I spoke to the east security officer and I believe he has 18 hour patrols. I asked them if they had any issues, problems, robberies, etc. and he said no. We have people going around in a car. They are CAP members. As far as I am concerned, they are doing the same thing. There are days that you have patrols. I'm just bringing it up as something to consider.

Mr. Mecics: That's a good thing. We have a lot of CAP members. I was a CAP member. Driving around the community, gives you a different perspective. When those patrolmen out there providing security, they were also looking for things such as broken lights and the condition of the roads. We have the community watch and CAP. I don't want to offend anyone from CAP, but it's not the same. Our security officers get 40 hours of training, but CAPs only get 6.5 to 7 hours of training. I think those guys are great, but it's a whole security system. If we were having robberies, breaking and entering, etc., I would be looking for a new security company. An officer riding around late at night or during the day, provides a visual deterrence. I'm looking at a company that does vetting on all contractors. Its voluntary. They get a card and it costs the contractors \$35. Its free to us. They give us a listing of contractors. It's sort of like saying, "*Your contractors are already vetting*". They had a background check, etc. It actually gives you more confidence for the safety and security of our community. We are looking at that as well. I wish I could tell you that we had a couple of breaking and entering, but we don't. It tells you that the system is working. That's a good point.

Mr. Robertson: One of the things that we looked at is our amenities for people to have when they come in here. There's an expectation. We used to have 24 hour security in the facility. At noon, they are no longer here, so they are no longer providing 24 hour security. If an event happens, are we liable? Could a fast and fancy lawyer come at us? We bought the 24 hour security and now someone is injured. Is that a liability that we have to consider in this process?

Mr. d'Adesky: When you bought your house and sold it, one of the things that you have to consider is what the developer was doing. A lot of times, the developer in many communities, and this community is no exception, makes certain promises and assignments. If they say there's 24 hour security, it's not the CDD's duty to maintain promises that the developer said in perpetuity. It's this Board's duty to preserve the amenities and public assets to the best of their abilities. I said before and respectfully, it's a secondary benefit because there are no burglaries and break-ins in private homes. It's not our responsibility. That is the police department's responsibility to support the residents of this community, but primarily, we are looking at the amenities. Could we be sued? Of course. Someone could try, but we are not obligated to provide 24 hour security for the building; however, in looking at the best interest of protecting the facilities and the building from damage and people's use of the building, I think it's reasonable to say that's in the Board's best interest, but that's your policy decision.

Mr. Robertson: Thanks, Andrew. Is there any further discussion on security? If not, we will move on.

Mr. Flint: A three year contract expiring March 31, 2020, with a 30-day termination.

E. Discussion on Credit Cards (*requested by Supervisor Williams*)

Mr. Williams: I know that we talked about credit cards in the past. I had some questions from residents and I was thinking that when we first approved it, we approved a \$5,000 level on the credit card and provided Doug with the authority to use it for anything below that. I could not find anything in the minutes. My understanding was the purpose of that was to maintain supplies coming in, taking care of things and replacing anything that was broken. We have gone beyond that. I'm not saying that I would've done anything different. We looked at the lobby as a project to remodel and restore. I don't know if we are over \$5,000. We did it item by item and added it to all of our costs. I don't think it's fair to continue doing it item by item. I think it's fair to say to leave it at the same level. I really don't care, but my proposal would be to use the credit card only for maintaining supplies and fixing things that are broken. Otherwise, as a Board, we should have something to say about it.

Ms. Wright: The original agreement and discussion was to authorize the Chairman to have the ability to spend up to \$5,000 without bringing it to the Board, partly to stop us from having a Board meeting every two or three weeks, when something was needed and was under that \$5,000 limit. We gave Doug the authority to use the credit card. We did not make any specific parameters of exactly what it was for, whether supplies or furniture or replacements. We simply authorized him \$5,000 without bringing it to the Board. That was for our convenience as much as anything.

Mr. Robertson: That's true, but in a lot of cases this came in very handy, if something was going to cost us \$50 to \$100 or \$1,800, it was under my authority to do it, but I agree with you, Stan, that maybe we should revisit it.

Mr. Williams: I would like to be notified when you have an expenditure like that, because we purchased and ordered a couple of things that were a substantial cost, such as our desk.

Mr. Murphey: The Board approved the desk.

Mr. Williams: I am just using that as an example. There has been a couple of fairly large purchases. When I say large, I mean \$1,000 to \$3,000. I asked Mary to keep us more informed on what's going on. I doubt very seriously that we would just agree on anything that you bought. Your intentions are good. As Carla said, it makes it very convenient, so you don't have to wait three months.

Ms. Bosman: The payment of those invoices are in the check run. Every time we get this, it is good information. They can be downloaded online. Do you want to have a Board meeting when Doug wants to spend \$3,000?

Mr. Williams: No. I'm just saying that you bought a vending machine.

Ms. Bosman: If its already been invoiced, you can check at any time.

Mr. Robertson: I understand. I think the issue was the media room. I bought some things to make it functional. I had a couple of things that I am going to bring up today that are within signing authority, but if you think I'm going in a new direction, I don't want to just do it on my own. I don't think it's appropriate. I agree with you. Regarding the vending machine, we had a lot of requests for people to be able to get

snacks after they are exercising. The cost of the vending machine is a little over \$2,000. I can purchase it, but I would rather that the Board decide about the vending machine. That's an example. I don't want to go out for these items wholeheartedly on my own.

Mr. Mecsics: When we discussed it, that is what we had there as far as the integrity. I think communication is great. I agree with Carla that we should not have a meeting in that situation, just I had certain ideas about security. If you had something that you were assigned and you did that at your discretion, then that's the way it is.

Mr. Williams: It was just a discussion.

Mr. Robertson: That is a good discussion. I appreciate the feedback.

F. Discussion on Vending Machine Information

Mr. Robertson: As we were just saying, there are two options. One way would be to purchase it. Another way would be to get a lease.

Ms. Wright: A free lease?

Mr. Robertson: A free lease where a vendor would put in a vending machine for us and manage it. We could find out how profitable it was for us and if it was something we would like to take further control of. We have a way of offering that service at no expense or no risk for ourselves, if the Board chooses to have a vending machine to support activities in the HFC. Is there a discussion or motion?

Mr. Williams: I am not here on a day-to-day basis, but I assume Mary has a lot of feedback and so does Karen. If they think it would be something that residents are interested in, then I am all for it.

Mr. Robertson: I agree.

Mr. d'Adesky: Could it be subject to us reviewing the agreement to make sure that it is legal?

Mr. Robertson: Yes, of course.

Mr. d'Adesky: When its free, there's probably a termination provision.

Mr. Williams: There was a lot of feedback from Mary. She considers this the way to solve the problem.

Mr. Murphey: I agree.

Mr. Robertson: I would like for Mary and me to be authorized to engage in a contract that is satisfactory to our lawyers and protects us.

Ms. Wright moved to approve the lease of a vending machine and authorize the Chair and Community Director to engage into a contract, subject to review and approval by District Counsel, and Mr. Murphey seconded the motion.

Mr. Williams: Are we getting anything financially out of this?

Ms. Bosman: Its service only.

Mr. Williams: So we are not getting any kind of monetary compensation. I just read in the newspaper yesterday morning about a child that crawled into a Beef O'Brady's claw machine. If this is provided by an outside company, I assume that we would have liability.

Mr. d'Adesky: They are going to sue you, but the vendor that services it would be responsible. They must provide a survey to make sure that you have enough customers to make it serviceable. On top of that, they would be the ones stocking and servicing it. I would have to look at the final contract to make sure that they are not applying any liability on us. As a government, we can't indemnify.

Mr. Robertson: That was a very good discussion.

Mr. Williams: My main concern was a child reaching up and grabbing something.

On VOICE VOTE with all in favor the prior motion passed 5-0 and was approved.

Residents shouted "No".

Mr. Robertson: This is not how a community works. We have to follow a process.

Mr. Williams: Is it approved after District Counsel approves it or is it a done deal?

Mr. d'Adesky: If it is sufficient, I will provide it to the Chairman for execution.

Mr. Robertson: If he has concerns, then we obviously won't do it and will bring it back to the Board.

G. Discussion of Items on Joint Meeting Agenda

Mr. Robertson: Is there any further discussion from our joint meeting today?

Mr. Williams: Two things were brought up that fell by the wayside. The first one was the interlocal agreement. I brought it up, but folks on the other side didn't think it was viable or something we needed to look at. I think there is a concern and it is worthwhile to pursue it, but I don't know how we go about that. It felt like it got ignored. If we want 20/20 information, we have to do something.

Mr. Mecsics: Stan, we are both getting stuck on the interlocal agreement and I'm glad that you talked about it, because I think we need it. Whatever we do here affects the east. I recommend that we appoint one of our Board members to interface with whatever Board member they have on the east side to look at such things. One of our residents came by the other day, during office hours and asked, "*Has there ever been any thought about looking at all of our resources from one perspective?*" I never thought of that myself. Maybe we should have someone be appointed as our focal point, so when issues come up they can interface with the east side. Do we have a volunteer?

Mr. Williams: I will do it.

Mr. Mecsics: Is there anything else?

Mr. Williams: The other item was amenities management. That was talked about, but nothing was decided.

Mr. Murphey: It's a Board function.

Mr. Williams: There was a lot of talk about looking at having one District Manager of the amenities. I thought that sounded like a good idea, but again, it failed.

Mr. Robertson: There is a process that we are going through right now with the RFPs. I don't think that precludes us from looking at ways to cooperate in the future. Right now, we have to continue what we are doing. I understand that doesn't prevent us from looking at ways of going forward. Regarding having an interlocal agreement, I don't think that the one we have right now is working. Its sufficient for the moment, but I anticipate that it won't be sufficient going forward. All of these things that we are talking about would need an adjustment. If you were going to take on that

responsibility, that would be great. It allows us to show that we are keeping the interlocal agreement live and current, so we don't get ourselves in a non-communication trap. When the parking lot company paved the parking lot, I had an opportunity to look at all of the streets again, identifying depressions around the parking lot and bumps around the community. We marked all of those and there are 20. We did a patch job last year, so they are willing to do milling around it and filling it in. The price to do that is \$1,900. It was Alan's recommendation that we set aside \$25,000 a year towards maintaining the roads. This year's cost for the patching was \$1,900. Do we want a motion or do you just want me to do that within my authority?

Mr. Williams: I sent you pictures of a place where residents were complaining about water piling up around their mailboxes. Is that part of it?

Mr. Robertson: We went through with the experts and they pointed out the ones that they were going to work on. There was nothing that would cost a significant amount of money. After it rains, they looked at them. One was from sprinkler heads that were left on for an hour. The worst one is on Dunmore Drive, opposite my house. Roots caused the concrete to raise, so it's no longer draining to its proper spot.

Mr. Williams: That's one that I sent to you a year ago.

Mr. Robertson: They are going to saw cut it to provide delineation.

Mr. Williams: So that's in there?

Mr. Robertson: Yes, it is.

Mr. Williams: So I can tell those people that it is going to be fixed.

Mr. Robertson: Yes. It is under \$2,000 for this year. From the \$25,000, we would have some money to actually build roads that are needed in the future. Ongoing from year-to-year, we can probably maintain a lot fairly efficiently.

Mr. Williams: When is the work intended to be completed?

Mr. Robertson: That's part of the parking lot work. They will be doing it at the same time, so there are no mobilization costs.

Mr. Mecsics: In regards to that, Alan and I talked before the meeting regarding service of the road. I'm an engineer and I know that a lot of folks are talking about

engineering work. Some people want to put asphalt down and we don't want that at all. Are there some pictures that they can give to us so they can see what it is going to look like? I trust you and believe in you, but I would like for them to see that, so we can see what it looks like from that perspective.

Mr. Rayl: I can provide some pictures.

Mr. Robertson: I received a lot of requests to fix the internet access in this building. We had meetings with ARC and they can't get on the internet. Many times, they had limited access. We asked Mary to come up with a plan for us to have proper coverage through the entire building, so that our cellphones work and we have internet access. Quite often when we have an activity and people are on their phones, our system goes down because its 10 to 15-year-old technology. For \$2,000 to \$2,500, we can have internet access. I haven't reviewed the proposal yet, which is with CDW. They have systems that work, so everyone can get access. I didn't want to approve it myself. I wanted the Board to participate.

Mr. Murphey: You started to talk about the parking lot and pickleball courts. Do you have any updates on a timeframe?

Mr. Robertson: They are currently working on another project. That's why they are doing it in stages. They have the silt fencing in. We always maintained a policy that we want to have our ponds working properly. We had two spots on the new pond where there was a lot of erosion. My criteria in working with Alan was that if you can get the mowers to mow, then we are okay. We have two spots where you can't mow. In one area, it's too steep and there's an erosion ditch. When we start filling the ditch, we are going to take the dirt and get that fixed at the same time.

Mr. Williams: A couple of meetings ago, we were talking about the possibility of having stop signs at the end of Pebble Beach at the HFC building and then coming the other way. I think we should look at the original plans to see if the builders put those in.

Mr. Rayl: I looked at the plans that were approved for the extension of the development. They showed a stop sign and stop bar at Pebble Beach Boulevard. There will be free flow through that intersection.

Mr. Williams: So, if we want to do that we have to do it at our expense.

Mr. Rayl: Correct. The stop sign is holding the street sign right now. There is no stop bar. That is the only thing that the developer is lacking in the improvements that were proposed and approved. Anything above and beyond that would be on us to do.

Mr. Robertson: I am still trying to get them to pay for it.

Mr. Mecsecs: I spoke with a traffic engineer and graciously offered to help him. He is a civil engineer that focusses on traffic. He is going to be working with me on coming up with a traffic engineering plan.

SEVENTH ORDER OF BUSINESS General Audience Comments

(This item was taken out of order)

Mr. Zelazny: I have a couple of issues regarding the joint meeting. One of the agenda items was to discuss the consolidation of CDD #1 versus CDD #2 and make it a joint operation. It's a great idea to have one community and one overseeing body; however, I think it was premature to take it to a joint body when a presentation was not made to our members on what you want to do. Maybe your constituents don't want to do that. Maybe they don't want to do it by virtue of the model that was presented to the Board members, but before we go to the other side, let us know what you proposed, so we agree with it. Secondly, I think Stan is right. We still need to aggressively seek to improve the interlocal agreement between the two communities on amenities. That could be the first step in moving towards one community. The third item is on the discussion with the golf course and other facilities. I encourage having a larger group represent the community, rather than a smaller group. I don't know what the right number is. A bigger number than two would help. I think that the Board should have a series of workshops led by residents within the community to provide recommendations to the Board on the advantages and disadvantages of purchasing all or none of the above items. Then find possible usage for those items.

Ms. Farland-Vogt: Collette Farland-Vogt, 5300 Hogan Lane. I was at the meeting this morning and I would like to see the meetings tightened up. I was there for two

hours. Stan mentioned that he did not know where we stood about whether or not we are going to share amenities. You had a discussion for 40 minutes and then another CDD Board member said something totally opposite of what it seemed and they wanted to put into motion what the people had just said, which confused the audience. Then you come to this meeting and are not sure of what exactly is going to happen. That's how rumors start. There are so many rumors going around Lake Ashton. At the end of the discussion on each topic, I want to hear what direction you are going to go in and what Board members need to do what. There needs to be tightening up of the meetings. I stayed for two hours and I felt like it was a waste. Thank you.

Mr. Robertson: With the Sunshine Law, this is the only time that we can discuss things. You are right in one respect. A lot of times it is just a discussion that we are having. We are not making any decisions. We might say that we are talking about buying the golf course, but obviously we can't make a decision right now. I sympathize with your point, but unfortunately because of the Sunshine Law, we can't discuss things outside of these meetings and we all have to make these types of decisions.

Mr. Cinquino: Alan Cinquino, 5413 Hogan Lane. I understand when the park sustained damage from the hurricane, when S.W.F.W.M.D. came out and said that we were intruding. How did it start with the decision that we were intruding by mowing into the buffer zone? Where did that become an issue?

Mr. Robertson: S.W.F.W.M.D. saw the intrusion and said that it had to stop.

Mr. Cinquino: They themselves?

Mr. Robertson: They themselves.

Mr. Cinquino: In the interim, I understand what action we are taking to comply. I'm not sure that I agree. I would rather not comply, but obviously that's your decision. How long do you think it will take if we comply before we get approval for a variance? How much grass is covered and how long do you anticipate the process will take?

Mr. Rayl: This is a non-standard action by the District. The wetland lines that we have are shown on the plats. Usually the wetlands are covered with conservation easements. It's not going to be a variance. They don't have a process for that. It would

involve modified permits. Some areas could be restated at the wetland line, resurveyed and then evaluated. It's a non-sequitur and doesn't have a timeframe like the permit for the pickleball courts.

Mr. Cinquino: That's what I suspected as a government non-standard type of operation. I would like for you to reconsider your motion to comply. I don't think 15 years of doing this needs to be overturned immediately. It is of no threat or inconvenience to anyone. If anything, it will be an inconvenience to the people that are used to having that area mowed. I noticed that they just staked out behind Lake Rattlesnake where I live today. I don't think we need to change anything until we get a firm decision. Maybe we need to comply, but I don't see the reason that we have to comply. It is just something that I wish you would reconsider, because I think that we could all possibly see this process taking a year or more to get finalized. The other subject that I wanted to address is that I'm opposed to merging the CDDs. I have no problem with joint amenities, economic and social purposes. We are one community, but since I have lived here, it's been so contentious in the east, as opposed to the west. This is much more community friendly. I'm not looking to pick a battle with them, but look at the latest situation with the traffic. When we have a problem here, we talked about it. If people weren't stopping at the stop sign, we would have a police car out there and put up a sign to monitor the speed. That is a nice passive way to treat your community. You don't get into these gestapo tactics and invite the police out and write tickets. Yet all of these people with \$174 tickets were legitimate stops. In addition, Lake Wales doesn't even have their sidebars in the correct place, so their interpretation is that you need to stop twice at a stop sign. This kind of nonsense is not what we need in our community. The bottom line is that I like the way you operate here and right now, let's keep it the way we have it.

Ms. Corley: My name is Carol Corley. I requested to speak on the dog park. I was going to hold that to the end, but since it was brought up several times, I wanted to find out what is happening. We drove by it today and the gate was open, so is it available. If not, when is it going to be available? Thank you.

Mr. Robertson: We have approval from S.W.F.W.M.D. verbally that we don't have to change the dog park at all, which means that it provides water to our CDD. The requirement was that the golf course sign, a document saying that this is how it would be. Alan says that we have done enough and soon as the golf course is laid, the Board has already authorized me to transfer the land and sign the contract. The gate is open because the landscaper needed to mow, but we were told that we are not allowed to use it. I think we are within days of getting final certification and we will get the sign transferred. Hopefully, within the next month or six weeks we can get that done.

Ms. Corley: Thank you for the update.

SIXTH ORDER OF BUSINESS Staff and Board Reports

A. Attorney - Update on the Sunshine Laws

Mr. d'Adesky: I will start working on those projects. Supervisor Murphey mentioned earlier that we should navigate any communications through George and I or whoever is your counsel and your manager, to avoid any potential Sunshine issues to make sure that everything appears right. That's all I have to say.

B. Engineer

Mr. Rayl: I had a few action items to report back on after our last meeting. One was the intersection and we covered that. There's the ability to still get assistance from the developer, which is very much to our benefit. On December 28, S.W.F.W.M.D. sent out a request for additional information. All they asked for was that one of the forms be completed with the golf course as the owner, signing that they are submitting for this permit. It is dated today for that signed document to get back into that consultant's hands. He said that he was going to upload it today as of noon, but he has not been back to the office. Once that is submitted, it will allow S.W.F.W.M.D. to finalize the permit modification as Mr. Robertson said. The boundaries of the dog park will have to change. Once that permit is issued, that clears the issue on the land and it could be transferred to the golf course. We have been out here this week staking the wetland buffers. I expect to be back out here tomorrow finishing Rattlesnake Lake. I am happy

to say that the pickleball courts are now under construction. They mobilized and have their construction stakes out. Mr. Robertson said that they will be taking some excess material off of the site to fix a few erosion areas on Pond #16 in the new section with that excess material. The last thing I had was in the new section, Ponds #1 and #16, are not S.W.F.W.M.D. compliant. We are going to look for the developer to bring those up, before we receive it, so we don't have to go in and make repairs, like we do on the other systems on the other ponds. That is all I have in my report.

Mr. Robertson: I met Mr. Maxwell last week at a gym meet. He will transfer the dog park. There was some discussion about some other issues to try to link it into something else and that didn't happen so they said yes, they will give us the dog park.

C. CDD Manager

Mr. Flint: I don't have anything.

Mr. Robertson: George is a very important person. I speak to him on a regular basis and get guidance on what we are doing here. I appreciate his support.

D. Lake Ashton II Community Director

Ms. Bosman: Due to the complexity with the agendas for the last two meetings, I'm going to be brief. First of all, our median is completed. The guardhouse was painted. It is painted once every 10 years. I think that is reasonable. I invite you to come down to the hallway and look into the cleanup rooms. They all look good. Also, because of the actions taken today by the Board, we will be proceeding with the french doors. I believe there was a situation where you received a better price. When the contractor replaces the windows, they will install the doors. We have a new person at the front desk, in response to the Board's vote on a new staff member. Her name is Rosemary Stoner and she agreed to work on a flexible schedule; sometimes working full-time and other times working part-time. I think that is an ideal employee. Her personality is wonderful. I invite you to stop in and say hello to her.

E. Public Safety

Mr. Mecsics: Our security is led by Brian. He has undergone some surgery. Please keep him in your thoughts. There has been some police presence. We are going

to have selected traffic enforcement. That doesn't mean tickets for everything, just for speeding. It is clearly at their discretion.

F. Landscaping and Lakes

Mr. Murphey: I have nothing new to report. We continue to monitor the lakes and ponds. We continue to have a problem with one of the ponds, which is the one going from Hogan Lane to the driving range. That pond is surrounded by trees and houses, so it doesn't get any movement. When we had a heavy rain the other day, I went by there the next morning and it looked good, but now it is starting to scum up again. I have been in constant contact with Applied Aquatic. Unfortunately, they just can't spray it and kill everything. They have to do it over time. I know the residents over there have been patient, but I did have one resident look into a bubbler system.

Mr. Flint: It's an aerator.

Mr. Murphey: An aerator in that pond. If they can't get it under control soon, I'm going to come back to the Board and try to get approval for that. We obtained some prices for different possibilities. It's really an awful pond. It is unbelievable that the flowers they planted out here survived the freeze, after so many other plants and trees died. They are certainly taking their job seriously.

G. Financial Reports

1) Approval of Check Run Summary

Mr. Flint: You have the check run summary through the end of January with Checks 1867 through 19467, totaling \$954,255.10. You will note that there is a \$400,000 check in here that moves funds from the general fund into the State Board of Administration, which is your investment account. You will also see some transfers to the trustee for the debt service fund. Those are not expenses, but the movement of funds. We get the money from the county in one check and we have to transfer that to the debt service fund. Are there any questions on the check run summary?

Mr. Robertson: You can see some very large amounts because the funds are going from one pocket to another so we didn't just spend \$900,000. Are there any issues with the check run? If not, we need a motion to accept it.

On MOTION by Mr. Murphey seconded by Mr. Mecsics with all in favor the Check Run Summary was approved.

2) Combined Balance Sheet

Mr. Flint: You also have the unaudited financial statements through December 31st. This represents the first three months of fiscal year 2018. No action is required by the Board on the financials. If you have any questions, I will try to answer them. As of the end of December, we are collected 50% on our on-roll and off-roll assessments.

Mr. Murphey: Are collections running as we expected?

Mr. Flint: Yes. You need to keep in mind that the developer's property is now on the tax roll. He typically waits until March. That is a significant portion of your on-roll assessments and will impact your percent collected. If he pays on March 31st, you are going to see a lower percentage, compared to prior years when it was direct billed.

Mr. John Kemp: At the last Board meeting, we asked what the cost of hurricane repair was. I'm still waiting for a response. What did it cost us to fix the building? Secondly, at the last meeting, we talked about how much money was spent on non-approved projects that were not in the budget? I can give you a couple of examples, such as the fitness center windows, parking lot, lights, french doors and landscaping the parking lot. None of those were in the budget this year. We asked how much money was left in capital project reserves. If you were going to spend any more money out of that, there should be a report on how that number goes down. Last time the Board said that they had money and approved two other items. Today, Dan just said, "*We have money*" and I'm asking how much money and where is it coming from? Thank you.

Mr. Robertson: George, could we have that for the next meeting?

Mr. Flint: We can put a summary together of the hurricane expenses, unless Carla already did that.

Ms. Wright: I'm working on it.

Mr. Flint: We can assist Carla with that. The unapproved expenses are hard to quantify, because you have discretionary funds in a number of different line items. How you classify something as an unbudgeted expense is difficult.

SEVENTH ORDER OF BUSINESS General Audience Comments

Mr. Ellwanger: Joseph Ellwanger, 1209 Sawgrass Drive. My first question for this room is landscaping for the lift station at Oakmont and Sawgrass Drive. The Sales Office said that it is this Board's responsibility. Yes, I understand that we are passing the buck here, but they say that this group has to pick what is going to be planted before they can plant it. I'm thinking that since a year had passed, the developer has not had to spend that money. Could there be some communication from this Board and the developer? It is surprising, because he has two lots that are non-sellable until he does that. That's my first item. Secondly, I have comments pertaining to Item 5A. Does the golf course fall under any different qualifications with S.W.F.W.M.D.? Many of their ponds are landscaped down to the water level and are not cut. Since you are talking about Pond #16, which is near to where I live, I'm certainly interested to see how that is going to be handled. Regarding Item 5E, the discussion on credit cards, may I suggest that this group come up with a dollar amount for discussion, so the discretion is not upon one individual to charge to a credit card.

Mr. Robertson: We have already done that.

Mr. Ellwanger: I am the treasurer of a couple of organizations that are bonded. I worked with the county and the U.S. Government on expenditures and budgets. Our Chairman has certain discretionary limits. The way that you have this structured is very dangerous. These accounts have nothing to do with who has the credit card, but when you say that this person can spend \$5,000 at their discretion on anything they want, the chance for abuse is huge. In groups where the Chairman has a credit card, they have a per instance and per month agreement. I think maybe you want to consider an initial deposit of \$1,000 and put a condition not-to-exceed \$5,000 without calling a meeting to have to prove it. That would be my recommendation. The way you have it set up, as long as they don't go over \$5,000, they could spend the entire treasury and there's nothing that you can say about it. You are always asking about liability. With this kind of lax financial oversight, you aren't exercising your fiduciary duties to control the budget. Thank you.

Mr. Reagan: I am Ronald Reagan. This community gets 24-hour security, but when I bought my house, I had the impression that we would have 24-hour security upfront. I don't know if they are getting liability about that. That's all I have to say. Thanks.

Mr. Urban: Jan Urban. Correct me if I am wrong, but is the vending company going to put the machine in, collect the money and leave?

Ms. Bosman: Yes.

Mr. Urban: I have a lot of experience with vending machines. I was the CPA President of my school. The way it worked is they put the vending machine in, without a percentage of the sales on the vending machine, back in cash. If you do it this way, I am going to wash cars for \$5 each in front of the HFC and use your water. The vending machine company will use our electricity. It could be an insignificant amount, but that's not the idea. They get \$1.00 for a package of M&Ms, which is 25 cents an ounce or \$64 a pound for M&Ms. Do we want to pay them \$65 a pound for M&Ms or do we want to find a company where they are going to cut us a check every month?

Mr. Zelazny: I have two issues. First, I want to talk about the 20/20 study group that came out. A number of members on the committee are here today. There were 400 responses to a community-wide survey, which is over 1,000 hours of time that it took for residents to come up with a plan. That plan started with recommendations to the Board almost a year ago. It was followed up three months after that, and you received a final report in August. No action was taken whatsoever, to my knowledge on any of the recommendations. The recommendations were near term, mid-term and long-term. Half of the short-term has already passed and no action was taken by the Board, whatsoever. There were 1,000 hours of man-hours from these people and they deserve more than just being put to the side and into a drawer. Lastly, I think that the frequency of the meetings need to be increased from every three months. Look at how long it has taken just to move on the pickleball courts and how long it has taken us to get repairs done. We need to be able to make decisions quicker. I recommend that we move to meeting every other month, instead of every three months. Thank you.

Mr. Thomas: I am Jarrett Thomas and I live at 5361 Hogan Lane. I wanted to comment about the vending machine concept. I'm opposed to it, because of the litter it's going to create from wrappers and snacks. I expect that word will get around and the landscapers and construction workers here will find out that there are vending machines here, since they are some distance from being able to buy a soda down the road. People can bring their own drinks and snacks. We are playing cards tonight and I will bring whatever I want. Having a vending machine will cause a litter problem and unauthorized people coming into the building to use the vending machine.

Ms. Crary-Leh: I am Gloria Crary-Leh of 5072 Pebble Beach Boulevard. I have experience dealing with S.W.F.W.M.D. They hold all of the cards. If we don't treat them nicely, they are going to hit us with fines. I know this firsthand because I was one of the neighbors that removed that forest of dead trees. It was a procedure and a half. I had to get approval from everyone. One thing they told me is to have somebody licensed and insured. There was a whole litany of things that had to be in compliance, because if it's not, it's going to be inspected and you are going to get slammed with fines, both you and your community. Let's be careful. Secondly, I've been sitting through these meetings and what stood out was that I honestly don't see how we can be one CDD, even with the interlocal agreement. I don't know. My suggestion is to be cautious and proceed with caution. Thank you.

Mr. Kemp: I'm sorry. I feel like I have to follow up now, because something happened between the time I spoke and the time I sat down. My issue about the landscaping and the lakes and the buffer zones, I thought had been decided, but apparently it was decided differently than what I was under the impression of. I guess what I'm asking you is that you reconsider whether you are going to comply. The other issue that I was disturbed by is after I complimented you about your community friendliness regarding the police, you announced that you are now putting a police officer out there.

Mr. Mecsecs: Negative.

Mr. Kemp: Did I misunderstand?

Mr. Mecsecs: Yes, you did. The Winter Haven police come out here to enforce speeding. As far as the interlocal agreement, that's not happening here.

Mr. Kemp: So nothing is changing here.

Mr. Mecsecs: No, but you have patrols on Pebble Beach and Hogan.

Mr. Kemp: Then I reinstitute my compliment. The other question is will you and when will you reconsider the motion that you passed to maintain or not maintain regarding the landscaping? What is the procedure?

Mr. Robertson: We passed a motion to comply with the S.W.F.W.M.D. and asked for an evaluation to see what we are allowed to do. There is an obligation to be compliant, but that's a passive obligation at this point in time. Right now, we were advised to let it grow back, which will take some time.

Mr. Kemp: So you feel that compliance is the best issue?

Mr. Robertson: Absolutely, at this point in time. We are going to start a discussion with them that says what we can do and are allowed to do. We were complying in the past. I would expect that they would be cooperative with us.

Mr. Kemp: Okay. Thank you.

Mr. Robertson: Are there any further comments? Not hearing any,

EIGHTH ORDER OF BUSINESS Adjournment

There not being any further business,

On MOTION by Mr. Williams seconded by Mr. Murphey with all in favor, the meeting was adjourned.


Secretary / Assistant Secretary


Chairman / Vice Chairman