# 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, **June 18, 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
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#### 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
Ron Lavoie	Indigo Golf Partners
Claydon Craith	CMC

Clayton Smith GMS
Marshall Tindall GMS

#### 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

#### Approval of the Agenda

Ms. Burns: Approval of the meeting agenda first. If anyone has any questions or additions to that? If not, a motion to approve the meeting agenda?

On MOTION by Mr. Zelazny, seconded by Ms. McKie, with all in favor, the Agenda was approved

#### THIRD 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: Now we have public comments. I did get a couple emailed in a head of time. Two were for items that were not related to items that are currently on the agenda, so we will save those two for the end. The first one I have is from Carl Miller.

Carl Miller (5437 Hogan Lane): The bazar but simple issue of lakeside overgrowth. This problem has rattled around for some time now with no apparent reasonable solution in sight. 1) As you know, the developer charged those of us with lakeside lots a significant up-charge for the water view. Clearly, I understand it's not their job to maintain the view after the sale. 2) The property in question is owned by the CCD and as such, the CCD is responsible for maintaining that property. Surprisingly, the CCD recently had no compunction cutting wetland growth around #8 West! The East CCD (LW) maintains their wetlands. 3) Take a ride in car or boat around neighboring natural lakes and you will see lakeside growth cut to very aggressive grass height pretty much everywhere. 4) SWFWMD has looked at the situation multiple times and sees no problem with trimming the brush, even suggesting knee height as a good level. 5) In summary the solution is very simple; I see two options. Either the CCD takes proper responsibility for the maintenance their property and trims the lakeside brush annually or failing that, allows owners (if they wish) to take on the responsibility for hiring someone to do the trimming.

Ms. Burns: The next comment is from Dan Murphy

Dan Murphy (5445 Hogan Lane): This concerns trimming of invasive and noxious vegetation along Rattlesnake Lake behind lots 1205 thru 1209. It has been brought to the Board's attention on several occasions, SWFWMD (swift mud) allows trimming of this vegetation to approximately waist height. In spite of this area being CDD2 property as well as CDD2's responsibility for maintenance, the affected residents have been paying to trim this area in accordance with SWFWMD guidelines. SWFWMD has inspected the

area on numerous occasions and has found no violations. Within the past couple of weeks, golf course personnel have gone into various wetlands and cut similar vegetation. down to ankle height. The 8th hole on the west course is a prime example of this where heavy equipment was used to clear a large area. Our area has been hand cut, per SWFWMD guidelines, yet the golf course was cut by heavy equipment. CDDI also does similar trimming around Lake Ashton and the east golf course .... at CDDI expense I might add. For the past several months, the Board has indicated that only so-called wetland experts, such as Applied Aquatics, would be approved to do the necessary trimming. The cost estimates from AA were more than 5 times what we have been paying for the same work. Obviously, the contractor we have been using has been following prescribed guidelines, as evidenced by SWFWMD's reported approval. If there was something wrong with his/our work, it would have been evident by now. I don't believe that the person driving the bush hog around #8 west has any expertise in wetland maintenance. yet there he was cutting weeds down almost to ground level. I fail to understand why the Board is penalizing residents by requiring us to pay a much higher price to perform the work. So, I am again requesting that the Board allow us to use our own contractor to cut these invasive and unsightly weeds. Even though we feel it is CDD2's responsibility to maintain the area as it was when we purchased our homes, we will pay for the work. The rainy season has started, so we need to get that work done in the very near future. Thank you.

Ms. Burns: And then the other two were not from the agenda. Before we turn it over to people here, we'll go ahead and open it up for anybody on the Zoom line. If there is anybody on the Zoom line who has a public comment, you can use Zoom's raised hand feature to be called on now. Alright, seeing none, we'll open up to public comments for anybody who is here in person. This would be on agenda items. If you have anything else, we will also have the public comment portion at the end. Alright, none today. Go ahead Jim.

#### FOURTH ORDER OF BUSINESS

Approval of Minutes of the May 21, 2021 Board of Supervisors Meeting

Mr. Mecsics: Do I have the approval for the minutes or any additions or deletions?

On MOTION by Mr. Zelazny, seconded by Ms. Littlewood, with all in favor, the Minutes of the May 21,2021 Board of Supervisors Meeting, were approved.

### FIFTH ORDER OF BUSINESS Golf Course Update from Indigo Golf

Mr. Mecsics: Now we can go to Indigo Golf.

Mr. Rhodes: Good morning. May was another great month for us. Dry weather continued and provided some additional opportunities for play as we smash budget in rounds. We did host just under 4,000 rounds in May. The breakdown was 3,406 rounds for member rounds and 582 in public rounds. Total rounds dropped about 19% compared to April. This is expected. Public rounds dropped about 4% which was a little higher than we expected even though we're not achieving the green-fee numbers. Golf revenues which are green-fees, cart-fees, range-fees, pro-shop sales, and dues surpassed budget by \$10,000 for the month. Green-fees are similar to prior months and the pro-shop sales they had an outstanding month. They beat budget by 133%. Food and beverage revenue surpassed budget by \$2,400 as we continue to see the membership utilized at the Eagle's Nest, especially for lunch. Cost of Sales in the pro-shop was 68% for the month. That's about 11% under budget. It kind of rectified itself. We had a high cost of goods last month. Food and beverage cost of goods is the exact opposite. We're at about 71% this month and that's about 30 points higher than our budget. We are expecting this to reverse, Ron and his staff will throw some additional people at it at the end of the month to make sure we have an accurate inventory count. There were no invoices that stood out, so we are expecting it to be probably something that got punched in wrong on inventory. So, that puts us at a total gross income we ended up missing budget by \$2,200 with higher cost of goods in the pro-shop because of additional sales and the higher cost of goods in food and beverage. Total labor: the team was about \$6,100 under budget for the month. Again, the savings breakdowns are about \$2,500 in direct labor that we were under and \$3,600 in payroll burden. We kind of have a run in every month right around that \$3,300-\$3,600 in payroll burden. As the staff is not taking advantage of health benefits that we do offer. One thing that we'd like to highlight is the direct labor savings in food and beverage was \$687. Considering that we achieved revenues, it's a very good thing. Obviously, there are some changes in operational hours in running a little more efficient up there. Ron and the

staff will be able to implement. Expenses were a little under \$23,000 for the month that we were under budget. The maintenance department was \$21,000 of that. While that sounds like a very significant number, the month of May's maintenance budget is about three times our normal. So, we spent a lot of money in May. We did spend a big chunk of it earlier in April for insecticide and we've deferred a few expenses that will come in the following months of June and July. Admin department was over exactly about \$2,600. That was a bill for repairing the lightning system that was not budgeted. And food and beverage was under \$1,360. Most of that was in supplies. If there was an invoice that was miscoded that went to food instead of supplies that could explain some of our cost of goods. EBITDAR, and that's the first time I think I've ever used EBITDAR in this room. was negative 14819 this month. So, EBITDAR what the difference is it has rent attached to it. It's before rent. So, then the next one, EBITDA, we did pay a rent payment of almost \$24,000 for the maintenance building last month. EBITDA was \$38,000 negative which is \$3,500 higher than our budget. We did incur some below the line expenses. There was just under \$1,000 in attorney fees and \$5,000 in a maintenance equipment lease that was not originally on the budget. We've received all but two pieces of the maintenance equipment. We lowered our net income to - 43943 for the month which is about \$2,500 behind our budget. Year to date we are about \$22,000 ahead of budget. Overall, it was a very solid month. We're trending in June to achieve our numbers again. Just to give you some ideas, I think our trend for rounds is about 3,100. SO, you can see, rounds are going to drop another 20% just because it is summer and wet weather. I'll let Ron give an update on what we're doing.

Mr. Mecsics: Do we have any questions from the Board? No? Great job, thank you.

Mr. Lavoie: Good morning. First of all, it's been going around a lot, but Matt calls it now partnering in the carts. It's an ongoing kind of little battle. At the same time, we understand, it's hard to break habits and we've been doing it for a year. Again, it is strongly suggested that people partner up in the carts as much as they can. Just so the golf course can heal and keep the fairways in good shape and everything else. Exciting news, we got new equipment. We have two new greens mowers. We have a Trimax which is a rough mower. We can't get it out there yet because we are waiting for all new tires for the tractor to be able to pull it. We also got four new Workmen which are the utility carts that the

guys drive around it, but it makes a big difference. David's really happy to have it. As Brian was saying about the amount of money we spent, as you look around everywhere, it's weed season, and that's what we're spending a lot of money on and that's what we are spending a lot of time spraying also. Just so everybody knows, obviously this is going to be the rainy season, but cloudy, humid, and wet conditions just breed problems for greens and fairways. We closed one of the golf courses on Thursday so we could spray, and it worked out fine. Everybody got to play the west course. I'll give you a final because the membership is officially what you would call over. We're going to be going into October in a new one, but here's a little breakdown. We ended up with 387 memberships which totaled 605 people which is 121 more people than our prior year. That's 79 more memberships. Currently, I don't have the number of houses being built, but so far this year we have 52 new home memberships. We can all take a guess at how many of those are going to turn into members. Just so you know too, annual members, let's just say year-round, not just annual, this is associates and everything else and super seniors, there are 156 couples and 149 singles. Basically, 80% of our membership is year-round membership. That's probably a much different club then it was just five years ago. Dues are up 1.4% over prior year, however, when you add in all the associate fees, we're up 8.1%. That's a pretty good year considering it's a COVID year too. Just so you have the number, \$88,728 are the amount of fees we've taken in since October 1. Just in association fees. The membership rates, we'll be sending those out, there is a small increase. A notification will be going out July 1. Of course, the discount will still apply if they pay early. I guess that is really about it. Again, we are getting rave review on the golf course. It is in really good shape. Dave's doing a great job. The greens are at about 80% of where we want them. They are much healthier. We've got the new greens mowers; they are going to make a difference. The healthier they get, the more work we can do on them to speed them up. And they will be sped up. We're hoping to get to 8 ½ feet. That will be normal playing conditions. But like I said, we get lots of good compliments from everybody. I think it's great to be at a club right now and everybody is coming in and saying great things because I've been at the opposite and it's not a lot of fun. Other than that, not much. Any questions?

Mr. Hill: I noticed the sandhill cranes still get on the greens and poke holes in them. Is there any way to kill the insects that they are looking to feed on? Is that impossible?

Mr. Lavoie: As silly as it may be, it's one of those things that clubs go through and no, we can put a person on the moon, but we can't fix that issue. A lot of times, it's not necessarily that they are going after bugs because it's so sandy there they are actually sharpening their beaks doing it. Short of a miracle, no. It's kind of like the geese on Military Golf Course trying to get rid of those too.

Mr. Mecsics: Thank gentlemen, great job. Seriously. Again, everything that you predicted we worked on, and I want to thank the Board because we are showing the naysayers that they were dead wrong.

#### SIXTH ORDER OF BUSINESS Engineering Staff Report

Mr. Mecsics: Okay, engineering staff report.

Mr. Rayl: Good morning. I've got a few items to report this morning. First, I want to start off with some god news regarding our golf course bathroom buildings and establishing utility services there. We've had discussions with the city of Winter Haven. the city engineer, and utilities director and we are not going to be required by them to hook onto Winter Haven public utilities for wastewater for those bathroom buildings. We'll be able to get with a sceptic tank contractor and have them apply for and install independent sceptic tank and drain field systems that will serve each of those buildings. Very minor flows that those facilities generate, so it wasn't financially feasible or realistic to try to connect those. The whole number 12 bathroom building was over 1,000 feet away from the public utility. Where that puts us is we had a bid for the entire project from back in April. The lowest responsive bid was over \$50,000. We are asking that contractor to go back, take our all the sanitary sewar parts of it, and actually I don't think there is even going to be any concrete demolition because they were planning on hooking up under the concrete outside that whole number six building. So, I think we can avoid all of those things and it just becomes a water service project. We're applying for a commercial meter application to the city of Winter Haven, and they'll set a meter there in that 10' tract that the CDD owns, and it will be addressed associated with one of the adjacent houses. And that's similar to the meter that's already in existence at the number 12 bathroom. It's

addressed to 4040, I think. Good news there, we're going to save some money on bringing hole number 6 and hole number 12 bathroom buildings up to current requirements. We also have some bids for identified projects that I want to bring back to the Boards attention. If we want to do something about these, I would recommend a couple of these we get updated quotes from contractors because construction costs are changing daily almost. It's hard to get a contractor to honor a quote that's more than a week old. Some of those are the next five areas of payment repairs that we've identified. We had two responsive bids come back. One was \$9,000 and one was \$12,000. If the Board is still interested in moving forward with taking care of those spot location repairs of grates, broken curb lines, and sunken pavement. In the same theme of what has been done in prior years. I would recommend that we ask the contractor to update that \$9,000 bid and see where we are. If the Board is interested in pursuing that, if you'd like to give an upset limit of an amount to approve, we can do it that way as well. We also have the flumes that drain into some of the ponds on the golf course. We were requested to go around and look at those. We got a bid for making repairs and concrete. We also got an alternate bid trying to look at some cost savings to repair them I a different fashion and they would be removed entirely and then what would be reestablished would be this material called GeoWeb. It's a black plastic gird that gets spread out and staked on the ground and then you fill it with aggregate. It would look a little bit like the repair that was done on hole number nine but that's large and that's called RipWrap. That's large six-inch stones, this would be smaller aggregate. It's not as pretty as a nice smooth concrete flume but it's something that can be maintained easier. If water gets around a flume it makes it pretty much worthless. It's going to get undermined and eroded. These GeoWeb systems you can adjust them, and they are not as static like a concrete flume is. Those bids came in pretty similar to one another. This is nine different locations across the golf course. The concrete flume bid was \$41,000 and the GeoWeb bid was \$39,000. Essentially, they are pretty much the same. It's at the Boards discretion if you want to do anything about these now. Some of those flumes you may recall were undermined pretty severely. The tow breaks off and drops down. That thing will continue to work its way back like Niagara Falls. It's just going to keep backing up. There's no place where the cart path is in immediate danger of failure, but something will have to give some attention to it at some

point in the future. These are current construction numbers now. If the Board wants to pursue anything with them, these numbers would be honored by the contractor.

Mr. Zelazny: Alan, do you have a copy of those reports? Can you put it in a package?

Mr. Rayl: Yes. The photo exhibits and things? Absolutely.

Mr. Zelazny: Primarily, what we're talking about in the extent of the repairs you're going to make and the approximate cost.

Mr. Rayl: Yes sir.

Mr. Mecsics: Along with that prioritization, from your professional perspective as to which ones are highest critical from a risk perspective.

Mr. Rayl: Okay, so maybe look at addressing the top three worst ones or something like that? Okay. Like we do with pavement. Okay, very good we will do that. My project engineer reported to me the last time he was out here; he thought the cart path at the driving range was deteriorating more. Has anyone noticed that themselves? I was going to go by there and take a look after our meeting today. You recall it's pretty undermined where the water runs from the tee box area down over the wall, it runs across the cart path and then it just goes over the edge of that cart path into the pond, and it's undermined a number of locations along that edge. We had prepared a plan to pump some flowable fill under there and that was kind of the alternate plan because we had another design to just rebuild that area and it didn't really fit into the budget with what we had for that. What I would like to do is I want to revisit that and see if it is getting worse. We have photos of the previous condition. If it is I want to bring that back as a project that I think the Board should give some priority consideration to. I'll report back on that. I know there a couple of things later on in the agenda I may need to speak to on. I'll leave those for them. We're also going to be coordinating with golf course staff and getting the meter readings on the consumptive water use permits to report back to SWFWMD. We last assisted in that about a year ago and if we haven't been getting the information to them, we are going to get that caught up for the District.

Mr. Zelazny: Alan, that's the two permits that we're looking at that we're delinquent in and you're going to take the lead on that?

Mr. Rayl: Yes.

Mr. Zelazny: Okay, thank you.

Mr. Rayl: At the time the golf course purchased took place, we started to get involved and then it got buttoned up by Jim Lee and staff as they were on their way out and I don't think it's been handled since then. We'll take that on.

Mr. Zelazny: Alan, one more question on that. Should one of the permits be transferred to CDD 1? Because it's the land that's on the golf course east?

Mr. Rayl: Going from memory I think I remember one of the wells is primarily for east, and yeah, just like we did with the water management permits, we should make sure each is...

Mr. Zelazny: If you'd just address that while you're doing it then we can make sure we get transferred.

Mr. Rayl: Alright. That's really all I've got for right now. As I said, I think there are a couple of other things later on we may need to give you a report on, but unless you have any questions for me.

Mr. Hill: Since the bathroom issue has been one of the highest priorities because we were worried about being fined, the new information that you have, is that going to keep us from being fined or are we still at risk and need to proceed quickly? And if we do proceed, can you give me an estimated guess of what you would think it would cost us so I can build it into the budget.

Mr. Rayl: To date, no one has said anything to us regarding violations or fines or anything. They are working with us to bring these things up to snuff. I am going to be reaching out to commercial septic tank companies and they do the design, the permitting, the construction, everything. We just call them, and they do it. To get some quotes from them and there are a few that I work with in the Polk County Builders Association that I would recommend. But I will get some budget estimates from them and I'll get them back to you, Duff, so you can put them in the budget.

Mr. Hill: Do you think \$15,000 would be enough?

Mr. Rayl: I know a regular residential system from my personal recent experience was about \$7,000. These bathroom buildings generate less flow than that. I would expect those systems to be smaller. I don't know if it being commercial has anything to do with cost, but I'm expecting it to be ten and under. Just from my amount of experience.

Mr. Hill: Would that include running the water pipe from the end?

Mr. Rayl: No, just for that septic. And we've asked that contractor that gave us the original bid. He had a mobilization number. He had a number for salt, he had a number for demoing the concrete, which was \$5,000 which I hope we can just complete delete. And then he had a lump sum number of everything related to utilities of \$46,000. He didn't break that down or itemize it and that's what we've asked him to revisit and cut out all the sanitary sewar stuff and just give us a water service from the cul-de-sac to the building and give us an updated quote on that. That's all that underground contractor will do. The septic tank contractor will do their part of the project.

Mr. Zelazny: Alan, are you staying for the whole meting?

Mr. Rayl: I can do whatever you'd like.

Mr. Zelazny: If you weren't I was just wanted to get a clarification down on item 8H which is discussion of the easements. You and I went out and visited the easement on 10 probably about a year ago. Can you just clarify for us what type of easement it is? What we can and can't do at that location.

Mr. Rayl: We're down on Sawgrass, correct?

Mr. Zelazny: Correct.

Mr. Rayl: That, if I recall is not an easement it's a 10' tract that is owned by the CDD. To my knowledge, there are no restriction on what we can or can't do on that. There are no utilities that need to run through there like we're talking about at Pebble Beach. I believe it is just an access tract that was set up that connected to the golf course.

Mr. Zelazny: So, that would put it in the same category as the tract of land between the end of Pebble Beach and the cart path on six?

Mr. Rayl: Yes, except for that location there were designed utility connections to run through there. It's a tract and not an easement.

Mr. Zelazny: Thank you.

Mr. Mecsics: On that one on Sawgrass, to clarify for folks, there's a difference between easements and CDD property. CDD property is our property, and we can do what we want with it within legal guidelines. The easements are as private property that we do have an allowance to go in if we should have to do on that. There's a difference. I've been told and I need for you to confirm with me that both easements on Sawgrass

and Pinehurst have water mains to those two areas underneath them. Would you check on that for me and make sure that's either true or not true.

Mr. Rayl: On Pinehurst and then the Sawgrass tract we were just speaking of? Okay.

Mr. Mecsics: Just check on that because I've been told that those two deliver the main water to both the north and south portions of the new area. If you'd check on that, thanks.

Mr. Rayl: Okay, any other questions?

Ms. McKie: I was just wondering since we did H with Alan, should we do G with Alan? And then he can leave whenever it's appropriate.

Mr. Mecsics: Yes, we can do that. Duff, why don't you make your comment and then we'll talk whether we want to move those two areas together and move them up.

Mr. Hill: Going back to the driving range area, give me your opinion on how fast that might be detreating because preventing that from collapsing would be cheaper than fixing it after it collapses.

Mr. Rayl: I agree with you 100%. From the first time I observed the condition there it was eroded enough that it gave me concern and I brought it to the Board at that time to and said it deserved some investigation and a plan for repair. When we came up with what we recommended was rebuilding that. What's happening is, what is running off there is going wherever it wants to. There is an extruded concrete curb which is a curb that's poured independently of what it's sitting on. You can go out there and see it. Some of it is detached from the cart path and it's down in the pond and wherever it wants to be. The water is going wherever it wants to go and it is eroding and undermining in some location's large areas of the cart path. The concrete has inherent structural strength to it. I'm going to look at it when I leave here today and see if it has continued to progress. I imagine that it has whether it's tremendously or almost imperceptibly, we have to figure out where we are in that range. I do think that it's something that needs to stay higher up in our attention and if it does look like it's getting significantly worse, I'd like for it to be a priority project.

Mr. Hill: If you could, give me estimates on how much those would cost as quickly as you can because we only have a limited amount of money left to spend on certain projects. And I think that sounds like it's going to be a high priority issue.

Mr. Zelazny: I would recommend that we look at the temporary halting of the erosion as the thing today. That would be the priority I think in terms of how much money it's going to cost and how quickly we can get it done. If we can have a bid before the July meeting, we can take step to at least stop the erosion that's there now.

Mr. Mecsics: Okay, we have been asked to move up the G, the roads and intersection points that we've been talking about. Let's do that now so that we can allow Alan to...

Ms. McKie: Sure. In talking with Alan and going over the information I have there are no changes to what's in the reserve study and no changes to any plans that we had made. So, we don't have anything additional.

Mr. Rayl: That's correct. We coordinated a couple of meetings ago and updated what some of those numbers were expected to be. I think we revised a few to get them more current with today's version of construction costs. But there weren't any new areas to add. And we left some on there. For example, Pebble Beach has always been on there as a milling project based on the pavement inventory and the condition. It's really not warranted in the near term. It's still prime to keep it on the list. A lot of municipalities do this, they'll identify those things, and they keep an eye on them and they just move them out keeping them on their radar but it's not something they're going to entertain this year or in the next three years but it's there to look at maybe in five years and so it can be reexamined. There weren't any additions, and I don't think there were any significant modifications.

Mr. Mecsics: Good, any questions?

Mr. Zelazny: Alan and Colette, in your review of the roads I knew we found that there were no serious issues with any of the roads right now. Could I ask you to give us a bid on the replacing of the caps on the drains? The ones that are broken off. It goes back to Giuliani's broken window policy. We've got major chunks of these drain caps.

Mr. Rayl: The concrete inlet tops?

Mr. Zelazny: Right now, we've got big chunks of concrete sitting in the gutters. I think we need to clean that up if we can. If it's at a reasonable cost. We could get a bid on there for the July meeting we could see if we want to proceed on those.

Mr. Rayl: I did have that on my list. I didn't mention it. Supervisor Mecsics made me aware of Tory Pines. It looks like just about all the corners of all of them have been under attack lately. I know of those, and I'll look back through our inventory and see if we had any other identifies, but if you all know of any others that have popped up to your attention lately, just shoot me an email.

Mr. Hill: I still like my idea of slapping flex seal on there and sticking that piece back in. My question is, how quickly can you get the pipe running from the end of Pebble Beach over so we can start getting the easement path put in? Would that be two separate issues? Or all done at the same time? How would we handle that?

Mr. Rayl: Now that we're not putting a sanitary sewer force main in that 10' tract, we've got lots of room in there to work so there shouldn't be any reason if there was already a cart path there that a contractor couldn't install a service line beside it. Where we are right now, I wouldn't advise doing it in that order just to not take a chance with a walker machine over that concrete and break it. All the contractors are busy right now. Right now, there is not any shortage in those types of materials that are in the building industry. But all the underground contractors aren't reporting supply delays with PVC materials and things. Usually, this contractor that we've worked with before that is this low bidder has mobilized within a couple of weeks after we've awarded them the project. I would expect about the same. And we've got a good relationship with them so I can ask them to accelerate this one if I get a good number back from them.

Mr. Hill: Jim, do we vote to go ahead and proceed with putting a pathway in?

Mr. Mecsics: As he said, he does not recommend us putting a pathway down first. Let's get back on the contract.

Mr. Rayl: Any contractor can put a 6' cart path in-between two lots. If they can't stay inside those lines, they don't need to be doing this kind of stuff. That is not a concern of mine that it's going to be hard to do once the homes are in. That's our Districts 10' piece of dirt and we can do that at whatever time is good for the District.

Mr. Mecsics: The grass is CDD property, it's not homeowner's property. What Alan, if I'm listening, is to preclude any damage if we did the cart path first and there could be damage from someone rolling over it and stuff...put the waterline down first and then put the cart path.

Mr. Rayl: Yes. Even if we don't have that septic tank contractor on Board yet, that doesn't matter, that's the end of the work in that area. Once that water service gets run through there we can go ahead and do a cart path connection.

Mr. Mecsics: If we want to go forward with that. Continue with the finishing up with the water. We've got to connect that. And then once that's done if you want to put a motion to put the cart path down. Is that what you're looking for?

Mr. Hill: I was just trying to figure where to put the budget money.

Mr. Mecsics: Again, if we have it in the budget, remember what we budget is there, what we appropriate is at our discretion. We can budget it, but it doesn't mean that the first quarter we have to put that money in. We can appropriate all the way up to the end of the last quarter.

Mr. Hill: When I said budget, I mean write the check. Can we go ahead and write the check?

Mr. Mecsics: We've talked about this, and we might as well talk about the easements as we have it here right now. Bob, if that's okay with you. We've talked about putting in that cart pass, do we have a motion to put a cart path in there once we have the water line in?

Mr. Zelazny: You can make a motion because then we'll have a discussion after.

Mr. Duff: I so motion.

Ms. Littlewood: I don't even know what the motion is.

Mr. Mecsics: The motion is to put in a cart path in at the end of Sawgrass.

Ms. McKie: Second.

Mr. Mecsics: Alright, discussion.

Mr. Zelazny: The discussion would be, this is just a vote to proceed with putting in the cart paths. But do we have an estimate of the costs? I think when we did a back of an envelope thing talking to Shorty, it was going to be somewhere to put in the cart path was \$3,500 or whatever. Do you have any idea if that's a close ballpark figure? And the reason I ask is that, since we own the land, we can put it in anytime we want. If it is more expensive then what was led to believe earlier in the year, that the cost exceeds \$3,500, \$4,000, or even \$5,000 maybe we should vote to put in...we have to do the one on Pebble Beach but maybe we would wait for the one on Sawgrass because we own the land, we

can do it whenever. But it addresses your issues, Duff, about available funds. If what Alan is saying is we own the land we can do it whenever we want. If we're going to vote today on putting one in, I would say I would agree if we had a not to exceed price on the Pebble Beach cart path and if exceeds that price then we'll have to come back to the Board in July to reevaluate if we have the money.

Mr. Mecsics: Alan what would be a good not to exceed price for just that one golf cart path?

Mr. Rayl: Well, regretfully, I don't know. Do you remember the little piece of cart path west of the pickleball courts that we were going to make that connection? That was about 25' long and I think the contractor gave us a quote of just under \$2,000 if I remember right. We're talking about the Sawgrass or the Pebble Beach one?

Mr. Mecsics: Pebble Beach.

Mr. Rayl: Pebble Beach, I'm waiting for the property appraiser to tell me what that distance is. If we use a \$2,000 number per every 25' that would be a ballpark. It's 110 feet. A little less because those property corners are in that cart path behind those homes. If we extrapolate, we're looking at \$8,000 using that previous number. Maybe an upward limit of ten allowing for increased costs since then.

Mr. Mecsics: Do you want to amend it to an upper level of not to exceed \$10,000 to put that golfcart path in? Do you want to amend your motion to put the golfcart path in after the water and all that's resolved at a not to exceed cost of \$10,000?

Mr. Hill: At one time we had put that down as a future project at \$10,000, so yes.

Mr. Mecsics: Okay.

Mr. Zelazny: The \$10,000 was for both easements. I'm just saying if we're going to authorizing...this is actually authorizing expenditure of money?

Mr. Mecsics: Correct.

Mr. Zelazny: If \$10,000 is the limit, then that the way the motion should be read and then we'll get a second and vote on it on that.

Mr. Mecsics: And if it goes higher, then we have to just come back for a second vote. This is for the one path at Pebble Beach. So, is that what you amend your motion to?

Mr. Hill: I really don't want to authorize \$10,000 if you want to know the truth.

Mr. Mecsics: Alright, so do you wish to withdraw your motion?

Ms. Littlewood: I'm just listening to this back and forth. Did you say that originally there was a quote both cart paths for \$10,000? Was that for the two? Or was that each?

Mr. Zelazny: It wasn't a quote, Angie, it was a back of the envelope talking to a contractor that said, "what do you think the approximate cost to do the cart path from this location to that location." There was no official bid or anything like that didn't run through Alan. It was just trying to get a ballpark figure so we could put something in the budget.

Ms. Littlewood: But that was for two?

Mr. Zelazny: That was for two, correct.

Ms. Littlewood: And now we're looking at \$10,00 for one?

Mr. Zelazny: Correct.

Mr. Mecsics: Again, I ask the question, do you resend your motion at this time and readdress at a future [meeting]? We own that property. It's not going anywhere.

Mr. Hill: Here's how I look at it. It's an area where the people are now coming from Hogan Lane across the cart path, the bridge, and then up the golf course. Instead of now they could go around the back of the green and no interfere with play and be liable to be hit with balls, which is unlikely, but still, it is an area that I'd certainly like to get it done. I'm just a little nervous about \$10,000. I'd like to get your guy's opinion about what do you think.

Mr. Zelazny: Alan, let me ask you a question then. Can you proceed then to get a hard firm bid on that and we can still proceed with the...we're not going to do the water until we do the cart path, correct?

Mr. Rayl: Right. And I can ask the same contractor to add a line item of building the cart path once he's got that water line installed. And we'll have the quote.

Mr. Hill: If they do it at the same time.

Mr. Zelazny: If we get the bid, we're only four weeks away from our next meeting. If you're more comfortable waiting for a firm number so that the budget lines up, that would be better. I'm always reluctant to open end a contract.

Mr. Hill: I am too.

Mr. Zelazny: So, we should ask Alan to get a firm bid on doing it. One contractor to do both. And we look for an early start date anticipating approval at the 17 July meeting.

Mr. Rayl: And that's the same contractor that gave us the \$2,000 for 25' previously. I feel comfortable he'll still be in that neighborhood.

Mr. Mecsics: Alright, please do so. And we'll have a discussion at the July meeting as well.

Mr. Zelazny: Could I ask you, while you're getting the bid, get the bid for the Sawgrass easement as well. Or tract as well. Even though we might not do it this year, we might have to wait next year based on money. But at least we would have an idea of what we could put in the budget.

Ms. Burns: I think we had a motion and a second, are we going to resend that? Duff, do you resend that?

Mr. Hill: Yes.

Ms. Burns: Thank you.

Mr. Mecsics: Alright, any more on the roads we've talked about? The easements? Anything else for Alan?

Ms. Burns: I think for the first two resolutions, declaring the project complete, we may want to have you stay around. It shouldn't take very long. Just a couple of minutes if you want to wait through those.

## SEVENTH ORDER OF BUSINESS Unfinished Business

Mr. Mecsics: Any unfinished business? I don't think we had any. Let's go onto new business.

### EIGHTH ORDER OF BUSINESS New Business

## A. Consideration of Resolution 2021-05 Declaring Completion for the Series 2005 Project

Mr. Mecsics: let's go to consideration of Resolution 2021-05, declaring completion for the Series 2005 project.

Mr. Eckert: This isn't a document that we normally would do. It's usually a document that's done at the time that the project is declared complete, and this is the first project that the District sold bonds for. It probably should have been done in 2013 when the project was declared complete. What you're actually doing today is declaring a deferred cost date of completion. So, you have the date of completion which you've

already done in 2013 that says the project is done. The deferred cost date of completion means the project is done and there's a finalization of any deferred costs that might be owed to the developer. That was never done, so this is kind of a clean-up item. And my apologies, there are two clerical errors that will be adjusted in the signature copy and that is the fourth whereas clause. It says the 2006 project, it should be the 2005 project. Then the same correction needs to be made to section three. So, that's an error of my office and we'll make sure that gets corrected. Alan has provided a certificate declaring the deferred cost date of completion that's attached as exhibit A, and that is dated June 10<sup>th</sup>, 2021. We would be asking for the Board to approve this resolution which hopefully will be the last step that the Board needs to take in terms of setting yourself up to be able to refinance your 2005 bonds.

Mr. Mecsics: Do I have a motion to approve the resolution?

On MOTION by Mr. Hill, seconded by Mr. Zelazny, with all in favor, Resolution 2021-05 Declaring Completion of the Series 2005 Project, was approved.

### B. Consideration of Resolution 2021-06 Declaring Series 2006 Project Complete

Mr. Mecsics: Same for Resolution 2021-06 declaring the Series 2006 project complete, do I have a motion Duff?

Mr. Eckert: There is something I have to on this one. 2021-06, this actually is declaring the 2006 project complete and it's declaring the deferred cost date of completion for the 2006 project. There are two numbers that need to be filled in and those are included in the whereas clauses. The certificate of completion on page 2 was June 10<sup>th</sup>, 2021, as reflected in the attached certificate signed by Alan. And then the whereas clause; it says, "whereas according to the records of District total expenditures of BLANK should be \$22,246,671.64." That's the total amount that was spent out of the construction fund. And then finally the last whereas clause that has a blank says, "whereas the completion of the 2006 project resulted in a balance of zero dollars", is how that should be filled in. With that said, it attaches your engineer's report, your assessment methodology, the engineer's certificate I just referenced, as well as the final assessment lead role. We recommend approval.

On MOTION by Mr. Hill, seconded by Mr. Zelazny, with all in favor, Resolution 2021-06 Declaring Series 2006 Project Complete, was approved.

Mr. Eckert: That's all I had for Alan.

Mr. Mecsics: Okay, thank you. Alan, have a good day, buddy. I think one think one thing that Michael did point out that's important to the residents is that as we renegotiated out 2005 bonds last year, the reason we haven't been able to finalize that is because this first document was never completed at the time when Phase 1 was complete. So now that we have that, we should see that those who hold 2005 bonds should see a reduction in their annual tax bill if you haven't prepaid your bond. I think Jillian, what did we say, approximately \$280 a year difference, is that what it is?

Ms. Burns: I think \$274 was the estimate from MBS based on what they put together. I think it was in January, so obviously the rate may change a little bit, but that will give you a rough estimate.

Mr. Mecsics: Our goal is to certainly to try to get that accomplished and everything before the tax bills go out in November.

Mr. Eckert: And the second resolution you did for 2006 paves the way for you to be able to refinance those bonds as soon as you get the number of units sold from the developer to residents.

## C. Consideration of Proposal from GMS for Field Management Services (requested by Supervisor Mecsics)

### I. Sample Field Report Included

Mr. Mecsics: During one of our discussions at our last meeting we talked about getting someone to help out. Especially when it was with the individual and the property behind the lots on the lakes. Jillian, do you have some information about that?

Ms. Burns: I do. There's a proposal we put together in your package. Clayton from GMS is here along with Marshall, he's going to come up and speak to you a little bit. He's one of our field managers. He'll report a little bit about what he does and what this proposal would include. We did include two options that are listed in this. One would be

for every-other-week visits and the other would be weekly visits, just to give the Board a couple of options. Clayton, go ahead if you want to.

Mr. Smith: Good morning, my name is Clayton Smith. I am one of the field operations managers for GMS. Basically, I will give you a quick rundown of exactly what we do and what I do at many other communities, including many in the surrounding area. Field management for us at GMS, we as a company do it quite a bit differently than many of the other management companies. There are a couple of components to it. There is contract management, there's facilities management, and then we actually have an added component where we have our own inhouse maintenance that can do small and medium size projects. The contract management portion is exactly as it sounds where I manage all the District's contracts that are field related. That's reviewing sites, riding with contractors, writing scopes for RFPs when bidding out landscaping, all sorts of stuff. I work with many different aquatic vendors who have different scopes at different communities. I work with different landscapers who do different scopes in different communities. I write the scope for both of these in many situations when we bid them out. And the other portion, like I said, is just reviewing them and making sure that they are following the scope as we have written it out and that's in the District's best interest. In a sense, I am sort of your representative between you and the contractors to make sure that the contractors are following out with what the Board and the community sees as what they want from them. The facility management side is the side where we review the property for maintenance needs. For example, road repairs, pressure washing, cleaning monuments, lighting repair, all sorts of stuff. An added component to that is that we have an inhouse crew that do that sort of stuff. Districts where we have a lot of maintenance needs, I can immediately address those. The way that our maintenance program does work, just to be transparent, we give Districts a homefield advantage, so we like to be lower in price than most of our competitors. Or if we're not necessarily lower in price. I am right here, any issues you have we will fix immediately. You have that transparency where you can tell me, "this didn't work out" or "this did work". Thankfully I have yet to have anything like that happen. But that's our approach to it. Just some examples of some communities I work with, based off hearing exactly all the projects these guys have got going on. I see you had a lot going through the engineer, a lot of that stuff we can actually

take over. And I do that on a regular basis. Obtaining bids for asphalt repair, you know all of those things are things that I do all the time. Reviewing the community for maintenance needs. We work in conjunction with the engineers and their expertise. There are some sort of things that they just don't need to do, such as gathering these proposals and having that over onsite contact that we have. There is a community I have where you guys had some discussion about the geogrid fabric and some erosion repair. I have a community where each year we do an annual assessment of all of the storm water systems which are your lake banks and your structures. The engineer does a review and then we go through and obtain proposals and last year we did a vast majority inhouse and we saved the District quite a bit of money by doing it inhouse. We let the engineer know exactly how we were going to proceed with the repairs, and we proceeded with the repairs and that way we save the District, I think over the last three years, the first year we did about \$100,000 worth of repairs using outside contractors and that sort of stuff. The next year we did about 40. Last year we only did 18. Which is quite a bit lower, and that's also with me reviewing the ponds and adding items to it that the engineer may have missed or didn't see as well. I understand there are some issues with the water management District areas and the conservation areas. We review these areas. I have many Districts that take different approaches to maintain them. One approach, which I believe some of the resident comments brought up, is that the District maintains the edges. That's one approach, it does cost more for the District, and you do have to have a certain contractor that you feel trustworthy that can do it, or you allow residents to maintain it at their property line as they see fit as long as they are following the guidelines and they are not going back into the property line as they are not allowed to impede upon those wetland areas. We do have experience with all that. I feel like looking at your property we can help with a lot of these connections between the contractors and the Board and make sure that you're given a report each month on these matters and those sorts of things. It's just what we offer. That's all I have unless there are any questions.

Mr. Mecsics: Any questions?

Ms. Burns: There is a sample field report included in your package for another District that Clayton did put together, just so that you can kind of see what that would look

like each month. He would put together a monthly report, present to the Board, and be present at the meetings.

Me. Hill: Are any of the things that you are bringing up, are they billable in addition to what we normally pay? Or is that included in what we pay?

Mr. Smith: All those components besides the maintenance, the actual work hours of the maintenance crew is a billable service. So, the contract management, my reviewing of the site for maintenance needs, all of that is included in field contracts. I can bring some cards. They are right outside in my truck, I apologies that I didn't bring them in, but I can definitely give you guys some cards. I didn't highlight that I do have a field division. I have an assistant field manager over here who also assists with reviewing the site, guiding our maintenance crew, as well as myself who oversees a majority of it. We do have personnel in place as well.

Ms. Littlewood: I have a question about your costs. Your biweekly visits that's \$15,000 each time you come out?

Ms. Burns: Annual.

Ms. Littlewood: That's the annual cost? Okay.

Mr. Smith: That obviously doesn't only include the onsite visit. It includes all of the backup work as well. The meeting prep, coming to the meeting, gathering any quotes. So, there's not really a time limit on it. As far as site visits go, which is one of the more time consuming portions of it, that's what it has limited. Our list right there is the two per month.

Ms. Littlewood: So, if you needed to come out any extra, is it still just that same amount of money?

Mr. Smith: The way it's structured right now is that the monthly visits, I wouldn't think that if we do the bi-monthly visits, which I think is probably what is needed here mostly I think would kind of be our recommendation would be the two a month, if there was a need to come out here a third....the truth is we want to get the job done, so if we need to show up for a third visit a month or anything extra, we would make sure that we did it.

Mr. Zelazny: This is the fee to oversee the maintenance and identify problems that exist. Over and above this is the actual cost of maintaining and doing those types of

things. But this \$20,000 does include the preparation of the RFPs and the contracts and stuff like that?

Mr. Smith: That's correct.

Mr. Zelazny: We're getting contract oversite and RFP development and then we are getting eyes on the ground and then you are going to hire firms to do the maintenance.

Mr. Smith: Correct. And like I said, sometimes it takes the Board a little bit to get comfortable, but if there are immediate maintenance needs and the Board is comfortable with it, at some point we usually set a threshold that they are comfortable with just having my guys do it or whatever may be down the road instead of having to bring back every minute thing to a Board meeting for discussion. There's a lot of moving parts, there are a lot of elements that have to be repaired quickly. Things break. But anything extra we get quotes, and we are transparent with the Board in that regard.

Ms. Littlewood: You talked about a lot of stuff that our engineer does. But would we still need to have the engineer?

Mr. Smith: Yes.

Ms. Littlewood: So, how would that reduce our costs? If we still got to have the engineer, how's it going to reduce our cost?

Mr. Burns: Alan works on an hourly rate. So, to get bids for something like a pothole repair, site walk grinding, not only can Clayton do that, a lot of times he can do that inhouse at a lower cost then what mobilizing someone from outside. They regularly do sidewalk grinding for trip and falls. They do some pressure washing and jobs like that. Light repairs for any of the District owned properties. And then it's also a little bit faster too. We don't have to wait. You know, contractors right now are really busy, so we've seen a big uptick in his staff being able to maintain some of the items. And you're not paying an hourly rate for Alan to get those quotes and identify the problems. It would be built into the cost and the only thing that you would pay is the actual repair. Similar as you would now.

Mr. Mecsics: You do understand that the way our Board works, we have supervisors that have different areas of responsibility like landscaping and roads and all that sort of stuff. You would be working with all of them over the course of your action, just so we're clear.

Mr. Smith: I've worked with Boards that work that way. That's not an issue.

Ms. McKie: I have a question. First of all, Clayton, thank you for the referrals you've given us recently. I really appreciate that. Would your service, how would that work with the maintenance people we have through the HFC? Or would there be no overlap?

Mr. Mecsics: James over here, he takes care of all the stuff maintenance for this facility. Sometimes we have him do outside of the facility, but he mainly is responsible for this. That would not be within your purview. Scotty the engineer over there takes care of that sort of stuff. I think that answers your questions.

Ms. McKie: Yes, that it wouldn't interfere or cut down on their hours or anything like that.

Mr. Smith. No, please know that my maintenance program is billed on an hourly basis per job. It's similar to hiring a contractor except that I have full control over what they do or where they work. If you guys have a specific maintenance guy that has a specific scope that he covers this building and he does lightbulb changing, minor painting stuff, repairs here and there—absolutely we would not interfere with that unless you requested us to come in and, for example, help paint this whole building or something along those lines. Then I could offer you a quote and we would assist in those things. As far as the field aspects, I know there is a lot involved with the tools you need and sometimes one person is not enough. Anything that is on that degree would be something if you guys wanted us to help with.

Mr. Zelazny: Jillian, do you have a scale by which we can pick and choose capabilities that Clayton offers that we might want. For example, RFP preparation or...that's the one that comes to mind initially. Or going out for bids, those types of things the administrative kind of stuff. Is there a priced thing where we can just go to the grocery store and say, "geese, we want you to do an RFP for landscaping?"

Ms. Burns: So, that would be included in the option one with every other week, the \$15,000. If you were interested in not doing any of the site visits, like a one-time preparation for a landscaping bid, I don't have a price on that. I could give you one. IS that what you're asking? If you were going to not do any of the field services but you just wanted his assistance in that?

Mr. Zelazny: Because when you read it, it is very impressive what you can bring to the table. If it can eliminate some professional fees for us. If you have another price for those types of things that we could leverage, it would be good.

Mr. Smith: Obviously I would have to talk to the big guys at the office, but my assumption would be that those things would then be billed at more of an hourly rate. Whereas, obviously this is more of a package rate. This would include extra hours if needed and anything specifically if you 3wanted me to write you a scope, make you a map, and walk through an RFP process. Based off of your totals you guys wouldn't go through a formal process because you're under the threshold, so it wouldn't be that long of a process, but I would assume that would be billed on more of an hourly rate for project to project.

Ms. Burns: I think if you went the hourly rate you might end up getting over what...a lot of times it would be more than the lump sum of \$15,000.

Mr. Smith: Just as anything goes, a package deal is usually a better deal for you. But, if you only need certain services, yes.

Mr. Hill: I can see the benefits of what you might provide us, however our O&M budget is up \$40,000 from what it was last year. I don't think we can afford to add another \$15,000 to \$20,000. I hate to be the fly I the room, but...

Ms. Burns: I did take a look at the budget. Your Personnel line item that is in there is \$245,950. For the staff that you have in place currently, the hours that they are working, with the increase that you have already approved comes to a total of \$194,232. There is \$51,000 in staffing cost that is not allocated right now in your budget. Which is kind of what we discussed at the last meeting. So, if you went with the \$15,000 and you took \$15,000 for field services from your staffing line item, you would still have \$36,718 that is not allocated to anything else in staffing right now. And that a budget line item for what you have in place for all of your HFC staff, it's over \$50,000 more than what you are currently spending. I think there is room in that staffing line item if you did want to have some additional staff on site. It's already built in at this point.

Ms. McKie: I think we would need some guidance and some work of how to utilize if we do this. How to utilize your skills so that we know when to call you, how much to ask, rather than, "gee, we don't know", and then we would never use that and then the money

would go to waste that we are paying. I think we would need some training in a sense on really how to take advantage of the kind of service you're talking about.

Ms. Burns: I think another reason why this came about is I think at this point we have two different landscaping vendors on site and so Clayton would be over seeing them both. We've got different vendors doing different area which could get complicated. We've got Fox Hollow taking the entry area and Yellowstone over the rest over the rest of the common areas and a lot of leg work and discussion regarding the wetland buffers and areas like that. This is what Clayton does. He oversees and works with a lot of these vendors all over. It becomes a lot of work for one supervisor to take on. It's just not common that a supervisor is taking on what is essentially a full-time job. If you want Clayton to take all of that over, we can do that.

Mr. Mecsics: And then Clayton would work with the supervisors responsible for that area.

Ms. Burns: Exactly. So, he would work in conjunction with Colette on those issues.

Ms. McKie: Clayton referred us to three vendors that I contacted and honestly, I've spent dozens of hours figuring things out that you guys will see. It would be good to have somebody with expertise and background to help figure it out as far as all the details.

Ms. Littlewood: I can see what you've done, and I can see your costs, but I just feel that we shouldn't be adding to our costs, first of all, but secondly should we not put this out to tender to get other field management services to give us a quote of how much they do? We can't just...

Mr. Mecsics: Well, yes, we can, and the answer is this would be a portion of our contract that we already have with GMS. It falls under the requirement to do a competitive bid, so yes. We would work with them on that. There is no requirement, this would be an extension of their contract.

Ms. Littlewood: I'm not saying that you wouldn't do a good job, I just want to get the best bang for the buck for the residents here.

Mr. Smith: I fully understand your concerns and I as a field manager always bring back competitive bids and I absolutely understand. But I can tell you with 100% certainty there is no one who does the field management like GMS does. Not a single company out there. It usually comes from a management company or even sometimes an amenity

company and none of them have the expertise and manage the program the way that we do.

Ms. McKie: We would just have to learn how to utilize your expertise if we would choose to go that direction.

Mr. Mecsics: To get to Colette's point if we choose to go this route, then I would ask at a meeting to have a briefing as to what we do and how you'll work with each one of the supervisors to do that.

Mr. Zelazny: Are we looking for a solution today?

Mr. Mecsics: No.

Mr. Zelazny: Because what I would recommend to the Board is that each of us meet independently with Mary and James to find out their feelings about it, how they envision this working. Everybody has a piece of the pie, and they all work hard. I know how much you've put in Colette and Jim and Duff in his areas. While it's a lot of work for the elected officials, our hard work saves an awful lot of money for the Board. The way we are set up differently from CDD 1 is that we do 90% of ours internally. If you look at the amount of money that our maintenance staff has saved us is very very appreciable. James is out looking at our facilities every day. Mary doesn't oversee the contracts she oversees the compliance of the contracts on a day-to-day basis to make sure that everything is being taken care of. I would just encourage all the Board members since we can't talk amongst ourselves, you should all take the time to meet with Mary and James to find out what they do compared to what this is offering and see if it is worth the \$20,000 addition to our budget. I think he brings a lot to the table and there are a lot of things that could be done that we probably don't do as well as we should. But I think it's very important that we look at how we do things differently than the other District and also the responsibilities that our staff already have and I'm always of the opinion that if it's not broke don't fix it. Right now, I think other than a lot of hard work by Board members and our staff it's not broke. I don't think anything is falling through the crack.

Ms. McKie: I agree. And my concern was about our maintenance already. That we are really blessed to have their...

Mr. Mecsics: Rather than having five Board members talk with Mary and crew since the operations here is under my area, I will work with them and see. This was just an

initial based upon what we had talked about. There's no action. At this time, I will get with Mary and then we can have this as another agenda item as each one of the Board members mulls through that and thinks about the budget individually. They'll be looking at all of this and how this all fits in and that sort of stuff.

Mr. Hill: What I see is if he helped Colette with this new proposal on the landscaping, my gosh he would have already earned his keep if he continued to do that kind of stuff for us it would be something we should really look hard at.

Mr. Mecsics: I think we will readdress this at another future date.

Ms. Burns: I did send that proposal to Clayton to take a look at the scope and the proposal that was sent. I think he had a couple of thoughts if you don't mind him sharing.

Ms. McKie: Not right now.

Mr. Smith: If you do have any questions, I am happy to answer.

Mr. Eckert: I just want to say, and you guys have a different situation here than most Districts do in terms of having some maintenance staff and things like that, but with GMS field management, I work with them at about three or four different Districts, and I will just say that we don't have complaints at Board meetings about responsiveness. We don't have the Board reconsidering whether it was a good investment to have them do that work or whether there actually are cost savings when their own people do the work compared to hiring outside vendor. So again, what you all decide to do, you have a very different situation, but I just wanted to relay that experience that I have had over the years.

Mr. Mecsics: What we'll do is I would like each one of the Board members to look at what was proposed, give it some thought, I'll talk with Mary, and I'll share with you Jillian so we can consider everyone else on their aspects and we'll address it at a future date.

Mr. Smith: Thank you very much.

Ms. Burn: Sounds good. Thank you.

Mr. Zelazny: Do you have a once a month visit program?

Ms. Burns: We could give you a price for that.

Mr. Zelazny: That would be good.

Ms. Burns: I'll consult with Clayton and George, and we'll get you a number for once a month.

Ms. Littlewood: I would like to speak with Mary and James as well. The other thing is, Colette has got a lot of work and I get that, but I am happy to help out with anything. With any of what's going on.

Mr. Mecsics: Unfortunately, because of the Sunshine Laws.

Ms. Littlewood: I know you can't talk, but you can split things off.

Mr. Mecsics: Okay.

## D. Discussion Regarding CDD West Landscape Rehabilitation (requested by Supervisor McKie)

I. Review of Yellowstone Contract Compliance and Areas of Service
Mr. Mecsics: Next one is for discussion regarding the CDD west landscaping
rehabilitation. Colette, it's yours.

Ms. McKie: I'm going to be passing around a packet for each of you and one is for Jillian and Mike has a partial packet. There you go. The topic that was put on the agenda is the discussion regarding CDD west landscape rehabilitation. I'd like to say that Yellowstone is represented today, our site supervisor, and the branch manager. We're going to be going through a lot and I am going to be explaining a lot and I would appreciate if you would hold your questions until the end, so make notes. With Yellowstone here, just know I have not gone through this with you before because it is sharing information that will probably be voting upon at some time in the future. I will not change any of my notes that I have made on the side because of Yellowstone being here today. There have been some concerns. I'll speak to things that have been a concern to me. We got an estimate to replant on the Seven Islands on Ashton Boulevard and I asked for an estimate from Yellowstone four months ago and asked several times in writing and never got that. A couple of months ago I asked them, and I told our site manager that we are moving toward wanting to have more itemized information. As an example, with the golf course. And I copied a page and gave that to him, and we have not gotten any itemized information. Recently, we sent a letter about proposed contract amendment regarding the entry maintenance to reduce the cost because Fox Hollow is doing that and also to reduce the bahia grass mows and the information that we would use would be what had been given to us by Pete Whitman who was the reginal manager, and he has now left and is on site for Yellowstone in Texas. There was no response or interest, seemingly, about those

proposed amendments. And maybe that's why they are here today. I did meet with Dana at his request. I have to say, I've worked very well with Dana. He has been very responsive to me. This cannot be put all on Dana because they have a management organization. In our meeting when I was asking about labor costs and the cost of mulch and different things like we're getting estimates from other people and he said that the contract was so old that there is really nobody at their office that was there, and he really had no access or way to find out what the labor costs were at the time that this current contract that we have was established. I had written several times to the person who Pete Whitman had said to contact and she either did not answer or she said talk to Dana. And then I was told that Dana, our site supervisor, is the only Yellowstone management contact for us. Those are the concerns that I have had in regard to getting the information that the Board has said they wanted which is to really know what we are spending our money on and on the individual areas like we are getting in the estimates from other contractors. So, the discussion of possible alternative sources for landscape services and potential costs. The Ashton Boulevard and HFC surrounding areas benefit all CDD residents. Soon all of our lots will be built. Buyers who only want to build a home will go elsewhere to look for housing. So, we have to be diligent to maintain and improve our community to attract and win buyers. Our landscaping draws in perspective buyers. There is no doubt about it. Whichever entrance people go in. I know when we were looking and we drove in, I said, "If we can afford living here, I'm done." And that is often the story from many folks. So, I'd like you to see if you turn the page, on the back of your page or the next page are some pictures that I walked around just the HFC and looked at. While our property is beautiful, there are a lot of flaws that are not taken care of. Weather we are not asking enough, or we're not being given enough, I don't have the answer to that. If you look at the picture on the bottom right, and it's a mulched area, the Yellowstone contract says that new mulch will be put down twice a year at one and a half to two inches of depth. This mulch has not been relayed for some period of time. I don't know how much time. We have plants at the pickleball and tennis court in front of the property that there is no reason to know, I don't know why plants are partially dead or not, but it does detract from our parking lot area, behind the HFC, and in the front. The two bushes in the top left. they are blobs. They could be reshaped and look better than just what they are now.

Those are some examples. We can revitalize these areas and keep them at the best level possible and out community deserves this. There was a question and still remains a question of having two landscapers. I think that frees us from dependency on one company because either company could take over what the other company does, and it gives us a stronger position with greater leverage. It might keep the vendor's eyes open a little bit more and it might keep our eyes open a little bit more to details. Each company can specialize and take pride in the area that they are focusing on. Yesterday, Jillian sent you a copy of a proposal from Prince and Sons and we are already working with Fox Hollow. Those two companies I found out have worked together in the past and the sons who either own now or co-run the companies are good friends. They have a working relationship and a past. Now, with Fox Hollow, they already replanted the entry and we are looking at them doing the Seven Islands and they have also given us a maintenance for the entry, the Seven Islands, and all around the HFC. The maintenance of all of those areas, they would be looking at 26 weeks, biweekly, or bimonthly, four people at eight hours each. So, that's about 64 hours. The Prince and Sons and the bid for all of the maintenance on all of the entry, the landscape, and the HFC surrounding areas is \$41,600. The Yellowstone rotation, as far as I know, is a three-week rotation with two people. I think yesterday I saw that they had three people. Again, I don't know. Price and Sons submitted the contract that you were sent last night for all the mowing plus the shrubs at the dog parks, the large utility boxes, and the current lift stations and eventually that would include Sawgrass and the Pinehurst lifts. Their bid is \$111,070 and they would be onsite three days. One day they would have a foreman crew working in the common areas and they would spend two days with four people on the ponds. I have to thank Bob Zelazny for his help on that. I called Prince and Sons at four o'clock on a Friday afternoon, they gave me the cell number for their maintenance supervisor. I talked to him, and he was out here the next day and I spent an hour with him. The Following Tuesday I asked him to spend time with Bob Zelazny because it can be very confusing on what is CDD land for maintenance and what land the golf course maintains and how they are separated. And then two days later they had four people here for three hours. I was with them for about a half an hour and then they spent the rest of the time in the community. For Prince and Sons and Fox Hollow combined which would be all of our property

including the maintenance that I mentioned is \$152,670. The Yellowstone contract is \$168,610. In the Prince proposal you might have seen palm pruning was listed and that would be billable. Yellowstone does the palms two times a year. Price charges \$35 per palm. There are 18 palms just around the HFC. That would be \$630 twice a year. That's something we could ask them to add in their proposal or we could just do it on a billable basis. They also included irrigation inspections that would be billable, and I talked to the HFC and that would be something that James and Karen could potentially do for us. So, it's billable rather than being charged to us. The benefit I think of what we are doing now is that we have more information now about what we are paying for. For maintenance, for shrubs, for every line item we have a number versus everything being itemized. And Yellowstone itemizes it beautifully, but at the end we have one big umbrella number, and we don't know what the costs are in between. It also allows us to get estimates and know what we are comparing. For the Seven Islands, I don't know what Fox Hollow is compared to the Yellowstone current maintenance and they don't know either. So, it puts us in a very difficult decision because our job is to protect the finances of our residents and we really don't know what we are paying for. By incorporating Prince and Fox together, we would end up with a \$15,940 savings that can be used for other things. One of the things that I mentioned that Fox Hollow proposed is an in depth onetime clean up and improvements around the HFC. Those areas in the pictures would be cleaned up. Plants would be removed if we want them replanted with the same or different, we could do that. The bid for that, and it's in your packet, is \$28,941.50. That would be a onetime cost and we would not need to do it the following year because it would be done. And then the idea of course would be that it would be maintained. I was asked if there was anything that I would want to add to our possible expenditures this year, and that would be after using the savings from going from Yellowstone to Prince and Fox Hollow, that would be \$13,001.50. There is that. I also included our 2020 budget landscape which is \$15,000. The Seven Islands planting, and we went over that a little differently last month because I had totally different numbers at that time. To do the planning which now would include the fertilization is \$17,198 and that's also in the packet that you can look at later. If we use the balance from the planting budget for paying for the entry planting, that's \$8,315 to pay for the Seven Islands planting \$8,884 would be from the next year's budget. So, in

summary, Lake Ashton entry, Islands, and HFC area benefit all homeowners and protect our future. With Fox Hollow and Prince and Sons, the entire CDD west entry HFC area can be the best possible since Lake Ashton II opened. Savings will help fund renovation of areas inadequately maintained for years. Our upgraded gateway to Lake Ashton West will be maintained as the showcase, the HFC, and all of us residents deserve. Now, I was asked to find out about how this change, if we choose to do so, would be made. The CDD can send Yellowstone a 30-day no cause contract via GMS and if we choose to do so, I suggest the notice be sent after the July meeting if we have one and go into effect mid-August. Like we were discussing before, all the contractors are busy. They would need to put their teams together and allocate the time. It's not something that they could start in the next few weeks or even the next month.

## II. Discussion of Possible Alternative Sources for Landscape Services and Potential Cost Savings

Mr. Mecsics: Discussion.

Mr. Hill: The almost \$29,000 to do an in-depth cleanup of the HFC, is that a lump sum amount that we would have to pay them?

Ms. McKie: I guess we could talk to them. They figured that that would take five days with three people.

Mr. Hill: I understand that, but I need to know if we are going to have to come up with \$29,000 lump sum to pay them to do this detailed clean up. It looks like based on this we would be.

Ms. McKie: Yes.

Mr. Hill: Then we can't take the \$15,900 away from that because that's an annual expense. So, it would be like we would save somewhere between \$1,200 and \$1,500 per month versus Yellowstone, but you can't take that total amount and apply it against the lump sum of \$29,000.

Ms. McKie: Well, we can certainly talk about splitting it up or prioritizing what they were going to do by month.

Mr. Hill: I'm open to anything but budget wise at this time, a lumpsum amount paid out of \$29,000 might be a little difficult for us to justify. We'd have to prioritize it, I guess.

Ms. McKie: I imagine that they would be happy to split it up and do the project rather than not doing the project.

Mr. Mecsics: The way I read this would be the \$15,940 which is a savings and then you have your \$2,941 which is, like you said, your one time shot, that savings goes against that 28, however you do the budgeting. Which means that you have a net requirement for \$13,001.50.

Mr. Hill. You'd have to pay the 29 upfront. And we don't get the \$15,900 all at one time, we get it on a monthly basis.

Mr. Mecsics: So that would have to be a phased in approach to do that, correct.

Ms. McKie: My point with that is \$29,000 was not having to be repeated the next year.

Mr. Zelazny: Colette I just had one question and then just a couple of clarifications from my point of view. When I looked at the document, Fox Hollow does everything but cut the gras at the HFC. But I did not see that in the Prince requirement.

Ms. McKie: Prince is doing all the mowing. Fox Hollow is doing zero mowing.

Mr. Zelazny: When I talked to the individual, I was led to believe that Fox Hollow had everything from the parking lot to the parking lot and from the back to the gate.

Ms. McKie: Plants only. Fox Hollow is only doing plants they are doing no mowing.

Mr. Zelazny: Who's doing the gras in the Islands?

Ms. McKie: Prince would do that. And I have been very clear about that. I will double check, but I have been very clear.

Mr. Zelazny: I just saw a gap, because it said they don't do gras. They said they'd do the mowing in the Islands but then they exclude themselves from the HFC, so I just wanted a clarification on that.

Ms. McKie: I'll clarify that, but we've talked about that Fox Hollow is not going to do mowing, they are going to specialize in the plants.

Mr. Zelazny: The second part is just to clarify on the numbers, and maybe Duff will help. We're looking at a \$111,000 bill for Prince and Sons to do general gras cutting, everything away for the HFC and the Isnads?

Ms. McKie: Correct.

Mr. Zelazny: So that's \$111,000. Then we have \$41,000 which is the Fox Hollow contract to maintain the Seven Islands, entry, HFC, and surrounding areas. Does that \$41,000 include the money that we're spending to maintain outside the gate? Or is that a \$6,800 in addition?

Ms. McKie: No, Prince and Sons is doing everything outside the gate.

Mr. Zelazny: I'm talking about the planting.

Ms. McKie: Yes, Fox Hollow will do all the plants.

Mr. Zelazny: Is that included in the \$41,000?

Ms. McKie: Correct.

Mr. Zelazny: Then there is an immediate savings because we're already paying them to do that. So, \$41,000 is actually less than that. And then we have the two additional bids. One is for the revitalization of the landscaping around the HFC which comes in at \$28,000. And then we have the revitalization of the Islands which comes in about 17-2. So, that \$45,200 is a one-time expense that we will not have going forward because Fox Hollow is guaranteeing their plants and their bedding and everything like that included in their bid of \$41,000.

Ms. McKie: The warranty for them is that generally they feel that new plants die because of incorrect watering. I believe it was a six month, but I'd have to look back at their warranty.

Mr. Zelazny: In this, to Duff's concern, is the \$28,000 and \$17,000 is a pay as we do the project. That's a I'm obligated to do something I pay, that's not a bimonthly thing. But it is a payment onetime. It's shoot and forget. We write the check and then we're done. And so, to your point on where it comes, you don't have that \$111,000 bill in the first of the year, but you might pay the 28. This goes out. There shouldn't be an issue with that.

Ms. McKie: The \$41,000 is by the month.

Mr. Zelazny: And the \$111,000 are both by the month. To Duff's point, we might not have \$21,000 in one month to pay because we don't have the savings over time. But we do because a majority of the \$111,000 isn't paid out until the end. As long as the numbers line up at the end of the year, we're fine.

Ms. McKie: Right. And we received estimates for maintaining the entry, maintaining the Seven Islands, and then I asked for this. And it just got too confusing, so they just put everything together.

Mr. Zelazny: With the HFC renovation or the Islands, it doesn't have to be done in part of the maintenance contract. Colette has done a great job of identifying how we fund that through savings. And that is good. I think it's well done; it's well presented, it makes perfectly good sense to me from a financial standpoint and for what we're doing. I did have one other question. How are the changes to the irrigation wrapped up in this contract? I think we had some estimates at the last meeting to upgrade the irrigation in the Islands and things like that.

Ms. McKie: Interestingly enough, and when we did the entry, we had the estimate from Evergreen which is just a huge number and then they find out what needs to be done. The concern in landscaping and currant irrigation is what if they break something. Evergreen, the person that I've been working with had a family emergency and we could not get a hold of him. I was out of state, so James and James jumped in and they tested out the irrigation for the entry and it turns out nothing was broken and no expense was needed.

Mr. Zelazny: I think in previous conversations about the landscaping and the Islands was that the sprinklers are 6" sprinklers and they needed 12" sprinklers. But I don't know if that is affected as you change the plants because we're no longer going to have the hedge, we're going to have bushes and stuff in the middle.

Ms. McKie: So far, the request from Fox Hollow at the time of the planting was to ask that they be watered every day. New plants need more water and last week she asked me to have it change to twice a week at 30 minutes. It looks like the coverage is working fine for now. One of the things that I contacted Price about is that I'll ask them to put in their price for billable irrigation repairs, so that way if we have something that comes up we can ask them for a bid and we can ask Evergreen for a bid and Fox Hollow does not do irrigation.

Mr. Zelazny: At this point in the repopulating the Islands with plants we're not looking for a major irrigation expense that's associated with that?

Ms. McKie: Not at this time, no. Not that I could tell.

Mr. Mecsics: The current system is sufficient to provide for what Fox Hollow will be putting in?

Ms. McKie: Well, the problem it seems is that the lower hedge keeps other plants from getting water. Evergreen looked at it for us and Fox Hollow is looking at if we're going to replant, how to replant so that the current irrigation works. There are no guarantees.

Mr. Zelazny: It very well could be that we are just looking at replacing certain heads from six-inch heads to twelve-inch heads or 24" heads or whatever to be able to get up and get the bushes. I just didn't want it to be a surprise and have a \$10,000 irrigation bill that's not included in the proposal.

Ms. McKie: From our experience with the entry, which that had a whole bunch of hedges in it as well, it doesn't seem that it will be a big issue and we'll have to see but that is certainly being taken into consideration with any replanting of the Islands.

Ms. Littlewood: Just a couple of questions, Colette. I agree with you entirely on having two landscapers in here keep each one of them on their toes. When we ran a management company that's how we did it, we had two companies for every single thing. The last question that was raised was about the change of heads in the irrigation. Is that something James could do? It's just changing out heads, right?

Mr. Mecsics: Let me ask him, James? If we had to change out heads on the irrigation system, is that something we could do organically with your own staffing? Okay.

Ms. Littlewood: Yeah, I thought he could do it.

Mr. Zelazny: Yes, it's within his capability, but he is overtaxed with what we do to maintain this building. And anything we have him doing outside of the building could affect the rest of the operation. We're better to have a company. He certainly takes care of any emergency we have, but I don't think that we should look to our professional maintenance crew to maintain sprinklers systems on a regular basis.

Ms. McKie: That's fine with me. For example, Fox Hollow does a lot of things. But I was told by the owner that irrigation is a specialty and that's not one of the specialties that they choose to do. They subcontract and they have really good people that they work with. It's something that needs to be done correctly. So that would be up to the HFC if questions come up to pick and choose whether they want to use James that way or not.

Mr. Mecsics: I know I work closely with Mary as far as the workload on our staffing and baring an emergency, he's got other more important things as far as running this ship on time.

Ms. Littlewood: Okay. Going back to the two landscapers. If you've got two landscapers in here, but they are doing different jobs, that's like having two individual landscaping companies for keeping them on their toes. If we weren't happy with Fox Hollow, could Prince and Sons take over the plant area and vice versa?

Ms. McKie: Yes.

Ms. Littlewood: So, each one could do each of the others? Okay that's great. I think that it. Some of these quotes that you've got. Is that for replacing the plants? Or is that their annual one, just for general upkeep? Will that go down once they replace the plants or is that including the plants. Once they've replaced the plants, what are they going to do?

Ms. McKie: Are you talking about the one that...

Ms. Littlewood: I guess what I'm asking you, Colette, is what are they going to do throughout the year once the plants have all been replaced? Are they going to replace the mulch? Are they going to upkeep the plants?

Ms. McKie: Correct.

Ms. Littlewood: And how much is it that going to be once the plants are replaced? Is this the total for the year?

Ms. McKie: \$41,600. If you look at the estimate 1499 A with your question, and it says HFS building renovation, you can see plants are removed and plants can be replaced. So, there would be some planting and that's separate from the Islands, it's renovating this whole area. But that's not part of the \$41,600 is maintenance.

Ms. Littlewood: Got it. Thank you.

Mr. Mecsics: Any other questions? Any more discussion?

Mr. Hill: I think this is the right direction to go. I've been looking at the Yellowstone contract and they are not honoring anything that they said they would do. They say in their contract that they will replace all the plats trees and shrubs if they die as a result of insects, disease, underwatering, or over watering and they are not doing that. They say their representative will come to the meeting every month and I've never seen their

representative at this meeting. You've got a better relationship with this new company, so I am all for proceeding whatever we need to do.

Ms. McKie: On behalf of Yellowstone, that plant replacement warranty. I personally think it's unfair. Plants die. It can be difficult to determine why they die. Some of these plants are 15 years old. That's not one of my concerns that has come up with Yellowstone.

Mr. Hill: Well, a contract is a contract.

Ms. McKie: I know. And I suggested to them a month or so ago that they rewrite that and make that a part of an amendment as well. I had asked them to redo that.

Mr. Zelazny: Michael, In this entire process, I don't think any of the Board has gone through this before, should we not give Yellowstone another at batt to explain or to reprice what we're looking to do. We have changed some requirements. They have been nonresponsive to the request, should we give them another at batt to see if they can respond to the concerns that Colette has presents?

Mr. Eckert: You're not legally required to. Under your contract you have a 30-day right to terminate the contract without cause. Which means it's a convenience, at any point that you, want to do that. There are also provisions for termination with cause. We could argue about that, but I think from a timing perspective at this point and time if you wanted to go ahead and proceed with 30-day's notice. And it's at least 30-days. You can give a notice now for 60-days from now. You do want to have a conversation with the company to make sure once they receive that notice that they are still going to fulfill their contract for the remainder of that time and that there won't be a drop off in service. But to get to your specific question, you're not legally obligated to. That's a policy decision for the Board if you think that that will be productive for the Board's interest.

Ms. McKie: Bob, in the contract I looked at that, because I was concerned. This is a difficult thing to do. Yellowstone has been our contractor for many years. It is a 30-day no cause. If it's less than 30-days, you do have to have cause. And Jillian had sent me an example letter stating that, and just what Mike said, that they would keep up their work until the contract was closed.

Mr. Zelazny: I echo what you said. Yellowstone has been here a long time and they have done a very good job taking care of the community for the most part. Obviously, there have been some issues, I think primarily the concern is that they are nonresponsive

to the information request that you submitted in trying to figure out how we could readjust our budget. I just wanted to make sure that we had given them every opportunity to stay here and work.

Ms. McKie: My concern now about asking them to do a bid is that they know what the other vendors have done. And the other vendors did not have that benefit.

Ms. Burns: To the extent the Board is interested in hearing it, Clayton is here, and he did review and have a couple of thoughts on the scope of the Prince projects, particularly to irrigation, if you're interested in hearing his thoughts on that. I know he did take a look and had some thoughts.

Mr. Smith: I do appreciate the opportunity. I do have some cards for you guys. There is quite a lot to unpack from the discussion that you guys just had for your landscape proposal. I do quite a bit of these. I manage million-dollar contracts, I manage \$500,000 contracts. I manage quite a few of them. I went through the Prince's contract. to start off, this is just my recommendation, this is your community, however you guys feel fit to best manage it is how it is best to manage it. But in my mind, the community should have a clear and defined scope. What you guys want out of your contractor specifically. We want 42 mows. We want these bushes trimmed. We want plants changed on this date. We want mulch installed on this date. We want this much mulch to go down on this date. Sounds like you guys want it to be very detailed and very specific. So, you write out that scope. It's long, it's usually about 15 pages long because it defines best management practices for different turfs, it defines how often you want to trim your palms. it defines all of that. Then you create a fee summary that then each landscaper bids that fee summary to show you exactly each detailed item. For example, if you'd like sections of the community to be priced differently, if you'd like this to be priced differently, so that you can look back and say this section of the community is this much. That comes from the District, not from the landscaper. Because in reality, this is commercial landscaping. You want to try to set your contractor up for the best amount of success they can have. Which is another component why I actually fully disagree with having multiple landscapers on site. That tends to cause pointing fingers issues. Especially if you have one only doing the plants while the other is doing the mowing and the irrigation. Now you have one contractor installing plants that they might not warranty because the other contractor is

now responsible for the irrigation. When one of these plants dies for possibly totally natural causes, now you have two landscapers pointing at each other. I manage a lot of them, and I don't have any of them that have multiple landscapers. That's just my point of view. Of course, it can be done but it makes it more challenging because now you have multiple landscapers that you have to try coordinating with to keep all of these moving parts in place. It seems like maybe you guys have some concerns about some deficiencies about your incumbent landscaper and some issues that they might have had with their transparency and their clearness on delivery of their scope that they provided to you. If you guys were interested in keeping Yellowstone, I would say the best way to take that approach would be to make your clearly defined scope for them to rebid. Something that is from you guys that you decided upon that they then rebid that. Obviously, I wouldn't want them to just rebid maybe what they have already given you. That's why I never take a landscape scope from a landscaper. I always give them the scope that I want them to bid. As far as the Prince on goes, they do have 19 pond mows. Some thoughts on that is, especially these last few months, when it's drier out a lot of that has to do with preserving the pond banks. They mow the ponds less because they want to preserve the pond banks. Some companies do this over the last few months when it was really dry, I actually had a lot of my companies stop mowing pond banks because it's so dry all that mowing is doing is tearing up those pond banks which then down the road causes further issues. I do highly, highly recommend that you guys have the landscaper do your irrigation. Prince, I know Yellowstone, they all have people that are certified in irrigation management. They have people who know how to work all kinds of systems and then on top of that they are also in control of their watering levels. Certain portions of the property will need more water than other portions of the property. Turf, plants, driplines, sprays, roaders, they all need to be on different times. There is a lot more to it than just fixing a couple of broken heads. Anybody can go out and do that. I always include in my landscape contracts the inspection. At least once a month. Seems like you guys would probably want to see it maybe more than once a month which is perfectly fine. They can do that more than once a month. That's checking every zone and every head for breaks more than once a month and then the additional repairs are additional. I would not have another contractor...that would be three contractors managing your landscape.

I think that would be more challenging than it would be beneficial. Those are just my thoughts on it.

Mr. Mecsics: Would you like to take a few minutes break, and then we can resume this? Let's take a 15-minute break and then we'll come back on this.

\*The Board recessed the meeting for a fifteen-minute break at this time

Mr. Mecsics: Okay, we'll reconvene. Because we allow comments on items that we have on the agenda, I do believe we have someone from Yellowstone. Would you like to speak, sir? You're limited to three minutes.

Mr. Bryant: Dana Bryant with Yellowstone. I'm a little flabbergasted. I apologize if there were some short comings. But I would like to address what has been considered nonresponsive. We sent you quotes for the front entrance. Proposals, I should say, for the front entrance, the Seven Islands, and the HFC. If I am not mistaken, they were voted on and you choose Fox Hollow. That's fine. There was a question about the maintenance about those things being installed, I know from the minutes that it was \$348 a month. We are not going to balk at \$348. If you need \$400 a month taken out of the contract, that was fine. My question was, before this even happened what were they going to be installing and were we still going to be maintaining what they have installed out front. They have only installed partial Islands. Half the plants were still ours and half the plants were theirs. Nobody ever got back to me regarding what we would be responsible for or what they were going to be responsible for. In regard to cutting back on the mowing. It was discussed that we wanted to cut 37 mows down to 20 mows, fine. I talked to Colette, and I reminded her that cutting mowing in the summertime does not save work. The first question was are the residents going to be happy with the excess mowing that is going to be left by mowing every other week rather than every week. If Yellowstone was expected to keep the same quality and have to maintain those lake banks and double cut them, then it's not a savings for us, because now we have to double and triple cut what we would normally cut one time. Nothing was ever relayed back to me as to what the decision was. I have asked for a meeting for over a month. We do have the items that were requested. It was told to me that the golf course presents you with a breakdown of things in an itemized way and that the Board would like to see that done the same way with the landscape contract, even though it was never that way before, we have done that. And I asked for a meeting because it's not something that I just wanted to email to you and make you figure out. I thought we could sit down and discuss it. This is an important property to us. We care about this property. We've been here for a long time. If saving money was your main objective, we are more than happy to sit down and discuss where you could save money on the existing contract. We have never been given that opportunity. Mulch was done in late November or December. It is due. That was one of the things I had held off on because I know you wanted to look into saving money and that is one of the items that we could save money on like we did over in LA1. I hate to say that it looks like you've already made a decision. I wish we could be given an opportunity. We would be happy to sit down with you and discuss any things that you may or may not be happy with and how we could improve and whatever cost savings we could provide you, we would like to do that.

Mr. Mecsics: Thank you Dana.

Ms. Littlewood: How are we going to address what just happened?

Mr. Mecsics: We don't. He's just made a statement and we don't have to address each one. That's not appropriate for a public meeting. Okay, so Colette you on your thing have put in that that was your recommendation. Do I have a vote or a call for a vote or a motion for a recommendation to terminate the contract?

Ms. McKie: I would like to know what we are going to do or push it off. So, I make a motion to cancel the Yellowstone contract.

Mr. Eckert: I want to be specific about in terms of timing because I know that you had talked about mid-August or something like that. And we may or may not have a July meeting, so we may not be able to deal with this again. If that's the motion, it would be a motion for staff to issue a notice of termination effective August 15<sup>th</sup> or whatever date that you had in mind. I would just ask the motion to be that specific and it would be a notice of termination without cause. I can restate it. A suggested motion would be a motion to direct staff to terminate the Yellowstone contract by providing a least 30-day's notice with a termination date effective August 15, 2021.

Ms. McKie: So moved.

Mr. Mecsics: Second? Alright we have a second. Any further discussion?

Ms. McKie: I have a question for Jillian. You had let me know that several companies that you worked with had canceled their contract with Yellowstone.

Ms. Burns: Two in Polk County recently last month, correct.

Ms. McKie: Do you have any idea of what the issues were with those.

Ms. Burns: Yes, I would say it was more severe than any issue you would have here. Weeks without someone showing up and mowing. Much more severe than what you are seeing here.

Mr. Hill: You've done a lot of work on this particular area and it's not my area of supervision so I really am going to ask you, would you have an objection if you allowed Yellowstone to come and make a counter proposal to the proposal from the other two.

Ms. McKie: Like I said, the problem with that is that they have all the numbers from the other two contractors. That's really not fair. Would the other contractors to have the opportunity to make another bid against theirs? I don't know I don't have the answer to that, but it doesn't seem fair. I think this is a very difficult thing. I've worked with Dana and ves, Dana has asked for meetings. But the texts have been, "Is there anything you want to talk about, I can talk about them" he didn't tell me why he wanted to talk about things. I had expected to hear something from Yellowstone with some substance, so I guit. What was there to talk about if he couldn't get the information that we had asked for. I had no idea that he had done anything in regard to the itemization. But just an informal, "Gee do you have anything to talk about?" And guite honestly, I didn't feel it was fair for me to talk about our looking at other contractors because my job is for the Board. So, I was not forthcoming. But of course, he knew Fox Hollow was here. We did get an estimate for the Islands from Yellowstone, and I let him know that they were the middle bid and Fox Hollow had won the bid. We did not ask him for an estimate for the entry, however, once they found out that we were getting a bid from Fox Hollow he gave me some information and it didn't really compare, and we had already made the decision about Fox Hollow. I'm in a bid here and yet my job is for the residents and the Board.

Mr. Mecsics: Anything further.

Mr. Hill: I respect your opinion on this more than anything. From a money standpoint I am looking at anything that might save us money, but I'll go along with whatever you recommend.

Ms. Littlewood: I know we've not been happy with Yellowstone with the way they have been doing the bushes and things, but they do a good job on mowing the lawns. As Dana stood up now and said he'd like a meeting and he'd like to discuss things he'd like to know how we can save money. Maybe that's something that we can do at another meeting or maybe it's something that they can just do with you. At the moment I am not in favor for voting for anything.

Mr. Zelazny: Colette did Yellowstone respond with a bid for just grass cutting for the same areas that Prince and Sons did?

Ms. McKie: No.

Ms. Littlewood: Were they asked?

Ms. McKie: I asked them about behind Hogan Lane and Green, I had no idea what the acreage was. But I asked them in regard to lowering the number of mows for that specific area.

Ms. Littlewood: He's just explained here that if you reduce those mows, it means that there is more grass for them to cut and they may have to do a double run instead of just doing a single run. So, you're still getting the same number of cuts. I think that's what he was trying to explain. It's not going to be a cost saving there at all.

Ms. McKie: It is according to Price and Sons it could be.

Ms. Littlewood: Could be is the operative word.

Ms. McKie: Look at the contract.

Mr. Mecsics: Okay. Any more discussion? Alright then, I'll call for a vote. Passes four to one.

On MOTION by Ms. McKie, seconded by Mr. Hill, with four in favor and Ms. Littlewood opposed, Directing Staff to Terminate the Yellowstone Contract Providing a 30-day's notice with a Termination Date Effective August 15, 2021, was approved 4-1.

Mr. Eckert: The second part of that, is the Board going to direct staff to negotiate a contract with new vendors?

Ms. McKie: Sure.

Mr. Eckert: Somebody is going to have to. I think I'd be looking for a motion to direct staff to negotiate an agreement with the two new vendors. Of, course with Supervisor McKie having the final approval on that with not to exceed amount that are contained in her memorandum.

Mr. Mecsics: Do I have a motion on that?

Ms. McKie: Sure, so moved.

Ms. Burns: Do we want to consider getting Prince to also provide a quote for the irrigation inspections that were not included?

Ms. McKie: Well, they had actually included the irrigation inspections. Two people once a month and that price was \$10,800 dollars and I asked them to remove that and talk to our Chair about...we've never had that before.

Mr. Mecsics: Yeah, talk to Mary about that.

Ms. McKie: Unless we want to spend \$10,800. I think that's a scope that's in the current contract from Yellowstone that they are providing already.

Ms. McKie: I've never received a report until the last month when I was out of town and James and James had to work on that. We had never seen an irrigation report before.

Ms. Burns: I just want to point out that irrigation checks are standard in most landscape maintenance contracts. So, if we're going to remove that from the landscape vendor's contract, I think it's something that we need to make sure somebody is preforming.

Mr. Mecsics: As the staff work with that with Colette as we negotiate that contract, maybe we can get some of that negotiated in there.

Ms. Littlewood: You're also going to go back and include the palms. Instead of it being billable. So, we've just voted on a contract that is going to be altered.

Ms. McKie: I didn't say I was going to ask them I said if the Board wanted them to include, right now it's billable.

Ms. Littlewood: I thought I heard somebody say that we would like that done.

Ms. McKie: I didn't hear anybody say that. I said if the Board chooses to add the 18 palms into it that I would ask them about that and I would ask them to give their price for fixing irrigation issues which I heard back this morning and they said they would be happy to do that. So those would be two changes potentially.

Ms. Burns: I would say generally trees over eight feet are not included in the general maintenance. It's usually palm pruning would be a separate how it's billed there.

Ms. McKie: Thank you, Jillian.,

Mr. Mecsics: Alright, staff will take that on. Do we have a motion?

On MOTION by Ms. McKie, seconded by Mr. Hill, with all in favor, Authorizing Staff to Negotiate Contracts with Fox Hollow and Prince and Sons, was approved.

## E. Wetland Aquatic Management Update (requested by Supervisor McKie)

- I. Review and Discussion of Strategy to Accomplish Resident Maintenance of Areas on Lake Hart and Rattlesnake Lake
  - a) Presentation and Discussion of Proposals Received from Potential Vendors (to be provided under separate cover)

Ms. McKie: The review and discussion of strategy of resident maintenance wetland on Rattlesnake and Hart Lake. Again, there is a lot of data in here. So, I am going to go through it. Make your notes, and then we will wrestle with what we have to wrestle it. The residents on Green and Hogan that back into Rattlesnake Lake and Hart Lake, they emphasize that they bought premium water view lots and that they pay high property taxes. They do not want their home values to decrease due to the condition of Rattlesnake and Hart Lake. Our CDDs attorneys in the past months prepared agreements between the CDD and homeowners for wetland mitigation. Residents objected to each version. However, the positive is that during this process Rattlesnake wetland estimates for clearing and a one-year quarterly maintenance per household averaged about \$1,200. So, we had an idea about if a resident wants, at least on Rattlesnake Lake, wants that cleared, the CDD lane cleared and the maintenance, it was running about \$1,200 per household. Then the residents requested at the last meeting that we get multiple companies to provide bids to the residents and each resident would then choose which company won their CDD contract. Clayton Smith gave us the names and I contacted three companies to compare prices and the only way I could figure out how to compare them would be to give them the same criteria and ask them for two estimates. One for Hart Lake and one for Rattlesnake Lake and gave them all the same time frame to submit their bids. There were three companies contacted. Solitude came out, I told you about them

last time. They did not submit a bid. Applied Aquatics bid total was \$61,782. Aquagenics. their total bid, and that would be the two lakes, was \$71,306. So, in this instance Applied Aquatic was the lower bid by about \$9,000. After I got their bids, I asked each company if they would be open to rather than doing the lakes all at one time to deal with the homeowners and the homeowners would choose which company, they wanted for their particular CDD land behind their house. Neither of the will do that. They both said that even though Applied Aquatic previously said they would work individually, it became a nightmare for them and it's much more expensive to bid on individual homes. Aguagenics was very clear and said they would work with, communicate, and provide estimates only to the property owner or the entity named on the permit and the contract. No resident would be named on the contract, they are not the property owner, and they would not get the permits. In regard to the permit, one of the things that has been complicated this is Chaz Loriche, our science engineer, is on a special project so she has been gone for about a month and will be for another month. I am in contact with the person taking her place for now. In the meantime, I contacted Alan to see if he could give an idea about bids. He looked back at a permit that he had gotten for traditions, and he estimated engineering would be \$10,000 and to SWFWMD their scientific engineers would be \$5,000 to \$10,000, I put \$20,000 as a possibility. I do not know if that's the case. The gentleman I am working with now is going to contact Chaz because clients are no longer contacting her while she is on this special project and he's going to look back at the paperwork and see if it could be covered by one permit or two permits. It depends on how the lakes are connected if they are connected. That number could change, Ideally lower. Yesterday I talked to Mary, and she gave me copies of two permits that we have with SWFWMD. I contacted him yesterday and gave him the numbers and the dates and who had signed them to see if either of those permits would be relevant to what we want to do now. The cost of the permit from what I understand is based upon the work that is being done.

### b) Funding Strategy

Ms. McKie: In regard to funding strategy. I have A, B, C, D, and E options, another menu so to speak. Option A would be what the residents on the lake prefer. Which is the

CDD fund all the mitigation, the one-year maintenance, and the permit. That would be \$81,782. Again, not knowing the exact cost for a permit. Divided by the 660 residents, all houses would.cost \$124 per household across Lake Ashton West. For the lake homeowners to pay all the mitigation, one-year maintenance, and the permit, same amount \$81,782, that's 52 homes between Rattlesnake and Hart Lake, that's approximately 8% of the Lake Ashton II homes. If there was a special assessment to 20 Rattlesnake homeowners, that would be \$986. Special assessments to 32 Hart homeowners is \$1,939. If the CDD funded the permit of \$20,000 that funding of the permit would be \$30 per household and do an assessment on the residents for the mitigation and the one-year maintenance would be a \$486 assessment to Rattlesnake homeowners and \$1,679 to 32 Hart Lake homeowners. Number D, if the CDD funded the permit and one-year maintenance, that total is \$40,594. All Lake Ashton II homeowners would be paying \$62 towards that effort. The assessment to the 20 Rattlesnake homeowners would be \$330 and the special assessment to the 32 Hart Lake homeowners would be \$1,085. The last one is that we don't fund any work by the CDD or the residents. The positives of that would be no additional money would be spent. The CDD has already paid attorney's fees which is for those agreements that did not work out. And that was paid by all Lake Ashton II homeowners. The negatives would be the wetland will get worse. Especially Hart Lake. Hart Lake I've learned from all the experts that we had out in the last month, especially as you go toward the cul-de-sac, is mostly invasive plats that would have to be removed which cusses replanting if they are removed. No replanting is required for Rattlesnake Lake, but a significant amount is for Hart. And then we have the question of if we do nothing, how do we contend with unsilenced people using herbicide sprays and clearing. Jillian sent you all the article about the Villages. One of their CDDs where an unlicensed person was hired by homeowners to clear the wetlands and now, they are trying to figure out who is going to pay for the \$60,000 find from SWFWMD. It's not playing games it's a reality that we have to contend with if we get a \$60,000 find and we have to pay it and you get nothing for it other than lost money. That's the information I have for you to consider.

Ms. Littlewood: Colette, what are the permits for?

Ms. McKie: For the work to be done. The clearing. Which would be the bushes and removing nuisance and invasive plants.

Ms. Littlewood: I think we've got a question here of we are hearing what people are saying but we're not actually listening to what they are saying because nobody is asking for the SWFWMD area to be cleared. The permit that I understand we have here was for the lake. Which is provided by wildlife and fisheries and the SWFWMD don't provide permits. They give you permission, but they don't provide permits.

Ms. McKie: The wildlife, we do not have to have a permit anymore. I have written information that the laws have changed, and we do not need a permit. Because of the size, it's under 60 acres and we fully own Rattlesnake Lake, and we don't need a permit from wildlife. What I was trying to explain is that's it's not clear that either permit that we currently have with SWFWMD would cover what is asked to be done now. What I explained at the last meeting that the contractors, if they are going to clear now, especially on Hart Lake, they would be removing plants down to the water line and SWFWMD requires us to replace them with noninvasive plants.

Ms. Littlewood: Nobody is asking for the SWFWMD area to be clear. Nobody wants that clearing. All they are asking for on both lakes is that it is maintained to a height. I think they asked for waist height, and I think the Board came up with that that would be about 3'. Nobody wants the SWFWMD clearing, and we keep talking about having it cleared and what it will cost. Nobody wants that. On Lake Hart they do want the same treatment in the lake that Rattlesnake gets and that is to clear the invasive species which are in the lake, which is part of wildlife, but nobody wants the SWFWMD area clearing. I don't understand why we keep talking about if we clear it. They just want it cutting down so they can keep the view of the lake.

Mr. Zelazny: I think we're talking about semantics here. Correct me when I am wrong. I think when she uses the term clear she is speaking about clearing the invasive and nuisance plants out of the buffer zone. She has not presented anything to clear from the bahia grass down to the water line. Our permit requires us to have a 30' buffer around the lake and that buffer can be maintained to the approximate 3' level. That's what the residents want, and I think that's what Colette is talking about. There are those plants that

if we're going to take them out them you have to have a migration plan that is approved by SWFMWD. That is the requirement. Our permitting is in the books at SWFWMD.

Ms. McKie: And for example, the dead oak tree. I've gotten some calls about that. Chaz did respond to me about that, and it can be cut down and all the debris removed, and we would have to plant three cyprus trees and that will cost \$3,700. For Hart Lake the replanting mitigation is \$17,610 and the dead tree removal and replanting is \$3,750. Replanting where needed. The places where it isn't needed that would be required by SWFWMD wouldn't be replanted that is \$15,102. It adds up. It's by acreage. The Rattlesnake acreage is 2.3 and the Hart Lake is 6.8 acres.

Ms. Littlewood: But again, nobody wants anything taken out. Nobody is listening to. Nobody wants anything removed from SWFWMD. They don't want any invasive plants taken out. All they want to do is cut it down to waste height. So there shouldn't be any need for replanting because nothing is being taken out.

Mr. Zelazny: If you're looking for a contract just to cut everything to the 3' level, there certainly would be a different price on it. For the one plant that is the yellow flowering bush that grows three feet a year, if you don't take it out our going to get it back. But if the residents just want everything cut down to the 3' lever, then that would be a completely different contract.

Ms. Littlewood: That's what I'm hearing. Maybe I'm mishearing. I'll I' hearing is that they want it cut down. They don't want to take anything out and they don't want to remove anything and there will be no cost for replanting.

Ms. McKie: However, the gras that people have sprayed that five experts have said have been sprayed including SWFMWD.

Ms. Littlewood: One expert said it could have been,

Ms. McKie: And then the cattails that people want to have taken care of at hart Lake. I can go back and ask Applied Aquatics for just cutting everything at three feet. I'll do that. The wetland will continue to get worse.

Mr. Hill: Will this make the residents and us happy if we cut one time a year down to three feet and how much would that be per resident. What that satisfy our concerns about liability and their concerns about being able to view the lake?

Ms. McKie: I can look into that. But this is the first time I've heard that that's all they want.

Mr. Hill: I have a great view of the lake, but I can see plants starting to come up and it may cause some issues, but every lot is not the same. Do we charge across the Board? It's such a complicated issue.

Ms. McKie: We've been talking about this for three months and I've been using the same words for three months.

Mr. Zelazny: Yes, everybody's lot is different, but what Colette has said, it's the companies that she has contacted will not engage in contract for individual lots. You're going to do a block at a time. And the residents, regardless of what is in front of them is a shared cost.

Mr. Hill: How do you determine which houses pay and which housed don't pay?

Ms. McKie: On Hart Lake it would be all of Green from one fence to the other fence that look out to the lake. On Rattlesnake Lake there is a point where the work would not need to be done. I put the address numbers there and all three vendors said beyond a certain point, and that would be 5457 Hogan, that the area is too big and they really didn't have the big growth nor did they have the area that would need to be...they look more out to the marsh land then to the lake. All three of them recommended the same thing.

Ms. Littlewood: I know you've been saying that you've been saying the same words for three months and for three months I've been coming back at you saying that they don't want a clearing they just want it cut down. That's what I hear from the residents. We just want to be able to see the lake.

Mr. Mecsics: I think you also have to realize while they say the clearing or cutting to that 3' height, once past that there are other areas out there that are going to grow. And in the buffer as well. Let's be clear about that. I hate giving people wrong expectations. If that's what the residents are asking us as a Board, to cut to that area, you're not going to cut that to those three feet because there's the mitigation plans and the engineering studies and the environmental protection studies that have to be done. The wild grass is what they are looking at, but they need to know going in with their eyes wide open that that area behind there is going to grow and they are not going to have the same view that they had in the past.

Ms. McKie: I'd have to find out too if they can just cut down the tall growth or whether they are required to pull them out. I don't know.

Mr. Zelazny: I think that the contract that they have on the east that they maintain along Lake Ashton they just cut to a level. If that's what the residents want us to pursue to get a price, that's one issue. The second issue is after you get that price are you looking for the Board to fund it. The Board has been consistent over the last four years that the CDD is not going to fund the maintenance of the buffer areas. That would have to be a total change for the Board. We'd have to vote for us to fund it. For us to fund it halfway or to not fund it at all. Right now, the Board and the entire time I've been on the Board and the two years when I was an advocate the Board has never supported sharing a cost or funding the maintenance of the buffer areas.

Ms. Littlewood: So, what you are saying, no matter what you would choose to do, even if it were a lesser amount, it would be a special assessment to the residents?

Mr. Zelazny: The Board would have to vote to change what they have historically done in the past. It could be done. However, along with that you have to look at what it would cost every resident to do that. You've done your homework on that, and I appreciate that. But if we're going to change the scope to just cutting then we need to get that price and figure it. I would caution Board members not to occur any additional funds or obligations at this time when we get into the 2022 budget through 2026. It's critical. I think at this point, if Colette would survey the group on Hart Lake to find out what their desires area and get that one price.

Ms. McKie: I will ask Applied Aquatics about doing the minimal just cutting it down every year. I talked to Archie, and I asked him what about if we cut it down and he said that that area of the lake is nowhere near the issue that Hogan and Green are. He said he wouldn't recommend doing what they are proposing for the two sections I am dealing with. I will ask him again and they we can go forward. But I did ask him that because boy it would lessen a lot of heartache and consternation and he said they are totally different areas.

Ms. Littlewood: I've now had residents in the new part of Pebble Beach saying that they thought they were going to have a lake view forever but now they see that stud is growing up at their side of the lake and they are going to be without the view. So, it's not

just a Hogan Green thing. It's the whole of the lakes. It's just something that we need to look at as a Board.

Mr. Mecsics: That's nice, but I don't have that. And there are a lot of people that don't want to pay for it. I know there have been discussion about what promises you guys were made when you bought the property here and I wouldn't argue that point. But the Bord has to take a stance. And I have been here for seven years. And to be equitable, it's not fair to ask everyone in the community to pick up for a small portion. And fir the folks on Sawgrass I don't know what they were promised. This would be a huge impact as far as financials to do this. What I am getting at is, and from Bob and all you guys is that Colette can you do this to this reduced?

Ms. McKie: I'll talk to them about it. Sure.

Mr. Mecsics: Talk to them about it and come back and we can vote and how the funding strategy will be because as Bob said that's a dramatic change in the way the Board has done that.

Ms. McKie: I'll certainly ask them, like I said, when I talk to them about what the resident had told me what Bob was doing. But maybe now if we cut it down to three feet or nothing that might change his perspective.

Mr. Mecsics: I just don't want the folks to be misled. There are going to still be plants on the other side of that little grass cutting. That will grow. I was an old biologist. It's going to grow. You're going to lose sight of part of that. While we're saying it right now to appease some folk's feelings and I don't want anyone to be unhappy that way, but I just want them to be fully cognizant that the real problem is not going to go away. You're going to lose that vision that you have of the lake.

Ms. McKie: I'll call Archie this afternoon.

Mr. Mecsics: We'll put that on the agenda again for the next Board meeting.

Ms. Burns: I did have a public comment, it did come in past the deadline, so I didn't see it this morning when we were reading the and it is about this topic. Would you like for me to read it just before we leave that?

Cheryl Winchester: I am writing to you as a concerned homeowner that would be impacted by the proposed limitation of wetlands vegetation maintenance through Applied Aquatics. I've read the documents related to your proposals including the agreement

between CDD II and Applied Aquatics and the agreements you would like homeowners to sign, and it is very apparent that this is not a legitimist means of implementing this limitation nor is it necessary. Us homeowners along Rattlesnake Lake that would be impacted by your proposal have for years now paid to consistently maintain the growth behind our properties through a private contractor with the approval and in accordance with guidelines of SWFWMD. There have been no issues whatsoever during this time. Now you are taking away that right from us and asking us to pay you a significant amount more to have your choice of contractor do the work on its own terms. With input from us, the homeowners who paid more for these lake view properties you have provided us with no valid justification for this. Furthermore, you have carved out the ability for us individuals not to proceed which not only opens the door for matches of inconsistent maintenance including height and density of the vegetation and wetlands growth behind our properties but also signals that this is clearly not a requirement that we must do so. We will not agree to pay CDD II more money than the CDD II appears to need to pay applies aquatics for the proposed work or more money than necessary for the maintenance generally especially when it means that you will not require and provide consistent maintenance to our liking which has been approved by SWFMWD. All this to say, we strongly oppose your efforts in this regard and ask that you cease them as of your next meeting June 18th so that we may proceed with our ordinary course of approved maintenance. It's time to move on.

Mr. Mecsics: Let me reiterate, as an old policeman. Do not admit that you are doing something illegal. Because when you go into that wetland and you don't have a permit, and I don't care what a former supervisor supposedly said, or in his wildest imaginations. They don't have it. Please be very careful. I don't want people getting in trouble or us getting in trouble and then we're going to come back and bring the money back. If we get fined I am going to ask our attorney to do legal proceedings until we recoup that money.

Ms. McKie: Also, Jillian since we're talking about possible assessments, no matter what might be done, I understand there is some kind of time frame, and we'd have to have a hearing. Are there time deadlines?

Ms. Burns: If there's an assessment increase then we need to send a 20 or 21-day mailed notice to residents noticing them of the public hearing. Right now, our budget

hearing is set for August the 20<sup>th</sup>. So, if we are going to impose an assessment where an assessment increase is involved to any of the residents beyond what they have already been noticed, we would need to send that at least 21 days prior.

Ms. McKie: For example, if I call Archie and he gets back to me with different numbers and I'm not supposed to communicate with fellow Board members, could you do that? So that we could actually make a decision at the July meeting?

Ms. Burns: We can provide information to the Board, but we cannot pull the Board outside of a meeting and say are you interested in levying an assessment. But we can provide that information.

Ms. McKie: I'd feel more comfortable if we get numbers for Hart Lake and Rattlesnake and the number of households and you guys figure out the...

Ms. Burns: What it would be per household if you were going to go through an assessment process for those homes as opposed to an assessment increase across the Board. Okay.

Ms. Littlewood: Would it be helpful if the residents who have these concerns and the Board and SWFWMD and the contactors that are doing it and members of the Board maybe held a townhall or a workshop. Something where they can voice their opinion? So we can understand fully what they want and have SWFWMD an applied aquatics tell them what they can do. Would that be helpful?

Mr. Mecsics: There are townhall meetings, or we would call it a workshop that we could have. But again, they could come. I don't see anyone here.

Ms. McKie: I'm concerned about the time frame. We've got this information. I can get the information about cutting everything down the three feet and we can go from there. I'm afraid we're going to run out of time.

Ms. Littlewood: Time for what?

Ms. McKie: Time for getting it approved and then if there are going to be assessments meeting that assessment requirement.

Mr. Eckert: Either way from a time frame standpoint, if you're going to increase the District's budget to pay for it you still have to be done by that August meeting. Or if you were going to do a special assessment on just those residents, if you wanted to collect it on the tax bill you also have to meet that August deadline. The only way that you have

flexibility is if you did a special assessment and you directly collected it, you'd have some more flexibility on the time. But then that's the District sending out a bill and the resident writing a check and sending that to the District versus collecting it on the tax bill.

Mr. Mecsics: Alright, so Colette you're going to go back and for our next meeting, whether it's July or August and I encourage residents to talk to that lady please.

Ms. McKie: And I'll get the information to Jillian as soon as I get it.

Ms. Burns: And the information that you were referencing today, if you can get that to me as well. Thank you.

# F. Discussion Regarding the Proposed Fiscal Year 2022 Budget and Moving of Any Projects to Fiscal Year 2022 (requested by Supervisor Hill)

I. Review and Discussion of the Fiscal Year 2021 Expenses and Budget Mr. Mecsics: Alright, Duff, you're on.

Mr. Hill: Let's go quickly, because we're already at 12:30. First of all, the proposed budget for next year is pretty well set. I don't see any disagreements with anything in there except perhaps there except perhaps there is not quite enough in there for engineering and for attorney I think there is probably another \$5,000 worth of annual expenses on each one that will probably come about. Basically, we've got \$1,208,000 to budget this year. Last year we had \$1,164,000 for an increase of about \$45,000. Once again, unless someone here has an area on there, they have a question about or would like to get a clarification of, I think the budget is pretty well set. This is what I see, it doesn't mean it's 100% accurate, but it's what I see. I looked at the reserve study and that's a management budgetary tool that allows us to control appropriated funds and that the responsibility of the Board. It shows the life expectancy of all equipment and infrastructure. It allows the CDD to budget for future expenses. It is not perfect. Some items will last longer some wont. Cost estimates are also not going to be exact because economic conditions are causing prices to rise. The reserve study does not include unforeseen expenses in our infrastructure like the portico, the bathroom on #6, the ceiling in the pool area, etcetera. As our community gets older, these may become more common, and they are generally more expensive and are not figured into the reserve study. These projects are why we have a capital reserve account. We must manage these revenues to allow for coverage of these future expenses. Looking forward, we must

prioritize the capital projects for 2022 and as a group decide which projects can be moved out into future years. Everything that can be moved out two years and everything the following year that can be moved out will get us closer to the end where the bond is paid for which will allow us to have an additional \$140,000 a year. If we look at the current budget and we fund everything that's on the reserve study, we will finish the year with \$7,900 in the bank and no capital reserve. I have looked at a number of the projects and even if we move them out to past the 2022 budget, we will not be back I the position of having \$350,000 in capital reserve and the next year doesn't look much better. Lastly, the final income with the insurance on the roof will have a large baring on the final budget and we will know more about that by August. I don't have enough information now to update what I really think we will see as far as available funds. Once we have that information on how much the roof and the bathroom are going to be then we will be able to make proper decisions. On page 2, I have included potential assessments. I am not for assessments, but I feel like we should know what we are looking at if we get to the point where we have to ask for an assessment. If we did a 3% per year cost of living, it would be \$65 per home and that would be strictly a cost of living to cover the increase in operation and maintenance budget. That would increase \$40,000 a year to us. \$161,000 over a four-year period. It would increase the annual fee to the home from \$2285 to \$2350. If we were to get two years down the road and feel like we didn't have money to get the job done, we could do a \$200 a year assessment which would increase the annual \$126,500 or \$506,000 over four years. This would increase the \$2285 per home to \$2485 per home. A \$250 increase would raise \$158,000, \$632,000 over four years, increase to \$2535 per home. The net on these increases is based on receiving 93% of the assessment. Fortunately, the increase that we might have by having to go to an assessment would be offset by the fact that the bonds will be paid at a lower rate. We will save \$250 per home. I'd rather save the \$250 a home and do a better job of managing the budget if we possibly can. Then go to the third page. This is where I see that we are at right now. According to the capital budgets page in the agenda booklet, we are sitting at \$444,369. We are currently over budget \$32,000 but we don't have the attorney and the engineering fees in there so that would out us at \$40,000 over. We need to get a surge protector which I would like to address at the end of this page of \$23,000. We have

landscaping that's we're looking at that we would need to fund \$13,000. The racquetball courts which have been verbally committed to would be \$10,500. If we had any electrical athletic equipment go out between now and the end of the year each one of those cost about \$3,000, we would need about \$6,000. I left \$10,000 in there for contingency. The bathroom on #6, \$15,000 would give us an ending fund balance of \$336,000. If we had to fund the HVAC, then we might be facing \$50,000. So, I have another line there that says we would end the balance at \$301,000. We have a first quarter reserve set aside to pay for our October/November expenses of \$265,000. If you add that to that amount of the ending fund balance would give us \$616,000. If we hold back for the first quarter \$215,000, it would leave us an ending balance of \$386,000 which is above the capital reserve that I like to keep in place. Even if we had to do the two HVACs, we would still be at \$336,000 which would still be acceptable, I think. I used a carrying over of \$215,000 because last year we spent \$125,000 of expenses in October, and we borrowed \$75,000 from capital reserve and then paid it back. So, somewhere around \$200,000 would be enough to pay for October or November expenses. Based on that, what we need to do as a Board is to prioritize the capital projects for next year and be very careful in what we decide to do and how much we're going to spend on them. One thing that I would like to bring up and get a vote on today is the surge protector. We have lost electrical equipment to the tune of as much as \$4,000 in the summer months when lightning struck the building. If we agree to fund the surge protector and go ahead and put it in place, then we won't have to face that this summer before the electrical storms come. If we don't fund it and we have electrical storms that hit the building, then we could be facing \$27,000 for cost of electrical issues. So, I ask you and would like to make a motion now for us to approve the purchase of a surge protector.

Mr. Mecsics: I have a motion. do I have a second on that motion?

Ms. McKie: Second.

Ms. Burns: Before we vote, because it's not on the agenda, we would just have to open it up for public comment.

Mr. Mecsics: Since we have a second, now we can open it up for discussion and we can open it up to public comments as well. Any further discussion?

Mr. Zelazny: Let me just add in support for the surge suppressant system. The bid came in at a little over \$23,000. I think it's \$23,600 something. It is currently in the 2022 budget, but it doesn't hurt us to move it up a year. The benefit of moving it up is significant so we don't have any more damage to our computer or electrical systems. I think we should move forward with that.

Mr. Mecsics: I agree. This is one of those risk mitigations that we need to do. Any further discussion on it? If not, I'll take a vote.

On MOTION by Mr. Zelazny, seconded by Ms. Littlewood, with all in favor, Funding the Purchase of a Surge Protector totaling 24,000, was approved.

Mr. Hill: Does anybody have any comments about my three-page report?

Mr. Mecsics: The beauty with all this stuff with the reserve study and the budget, it is budgeted for. We have money allocated for that. It all lies now, again what I will say one more time, on the appropriations of the funds that we control. As we are concerned about our cash flow and our cash reserves, then we can defer funding of those projects that we have at any time. Any other further discussion? Good job.

# G. Discussion and Strategy on Combining CDD's in Preparation for Next Joint Meeting (requested by Supervisor Mecsics)

Mr. Mecsics: At the last meeting there was discussion on the efficacy of joining the two CDDs. After discussion between the Boards, it was agreed to look at the legal information developed by the CDD II attorney and discuss at the next joint meeting. Our members have looked over the information and at this time I think we should decide if any further action or analysis which will involve funds on our part is warranted. The cost involved in any formal analysis would have to be absorbed within our already committed budget environment as well as the time within the election cycle. As such, I propose and make a motion that our position be that if the Lake Ashton I wants to spend their funds to do any other analysis on this regard, we'll have no objection with the caveat that no CDD II funds will be expended and no commitment either way and that the results of their

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efforts will be addressed at a future joint meeting. Doing this will allow us to present the CDD position at the next joint meeting. Do I have a second on that?

Mr. Zelazny: Second.

Me. Mecsics: Any further discussion?

On MOTION by Mr. Mecsics, seconded by Mr. Zelazny, with all in favor, Agreement to Investigate Merging the CDDs Together Under the Caveat of not Spending CDD II Funds on the Issue, was approved.

# H. Discussion on Holding the Next General Meeting in August (requested by Supervisor Mecsics)

Mr. Mecsics: I think we picked up some action items. I think with discussion and feedback we'll continue on with our July meeting.

Ms. Burns: We have the joint meeting here at 11:00 as well.

Mr. Zelazny: We have the joint meeting at 11:00 so I would recommend that we do it at 9:00.

Ms. Burns: Regular time, 9:00 a.m.?

Mr. Mecsics: Yes.

# I. Discussion Regarding Non-resident User Fee and Rates for HFC Events

Mr. Mecsics: Amenity pricing for events by non-residents. After reviewing our price structure for non-resident events, it was discovered that our pricing is too low. It should be increased a long with security deposits and staffing requirements. Rising our rates will increase our revenues for those activities and bring us closer in line to what Lake Ashton I charges for similar events. I propose that we put this on our next Board agenda so that if we have to legally notice to the public, discuss, and increase those rates for amenity usage by non-residents.

Ms. Burns: The process for that is that we would set a public hearing. So, if we have a rate structure that we are looking at we can put that on the agenda for the next meeting and the Board can set the public hearing to then adopt it. If we have proposed rates, Jim it sound like it's mostly HFC related events, if you want to work with us to put

that together, that's what we'll propose on the agenda. The Board can then set the public hearing for at least 30-days out and then we should be all set.

Mr. Mecsics: We will pull that on the July meeting.

Mr. Zelazny: In regard to rate increases, Jillian, we talked briefly about a rate increase for non-resident use of the facilities. We don't want to do the public thing until we do everything, but I would like it brough up the Board at the joint meeting that that is one thing we're going to be looking to do this year.

Ms. Burns: If we're going to go ahead with the events for HFC and raising those we should do it all at one time, so we'll add that in. Generally, a lot of Districts look at what the cost is to a resident. Whether it's the debt and O&M together as a similar standard for that fee.

Mr. Zelazny: When we set the non-resident rate, it was set at \$2,400 a year. At that time all of our assessments on the east were 1825/1845. Ours is now up to 21 or 22 and the east has gone up to almost \$2,000 but we've never adjusted the non-resident rate to use our facilities. It should be set at the same \$500 over what we pay or whatever. I think we just need to address that and make sure we understand that going forward. As we look to next year or whatever, if we have to look to do additional assessments in 23 or 24, we're going to be paying more than an outsider pays to come in and use our facilities, so we need to look at that.

#### **NINTH ORDER OF BUSINESS**

**Staff Reports** 

### A. Attorney

Mr. Mecsics: Staff Reports. Mike?

Mr. Eckert: No report.

## **B.** Lake Ashton II Community Director

Mr. Mecsics: Community report, Ms. Mary.

Ms. Bosman: Good afternoon, Board. We are enjoying being post COVD. Our activities have returned to pre-COVID, and it is a joy for me when I leave at 6:00 and see lots of people still in the facility recreating. From a staff standpoint we are very pleased that we survived COVID. Both individually and professionally. What we have accomplished since the last Board meeting is we have the handicap door openers installed. And I just want to make everyone aware of the fact, thanks to James, we got

them installed for far less than we would have if we would have had them professionally installed. And that means programing those, cutting holes in the woodwork around them so that it fits in and the door closes appropriately, setting timers, repainting, as so forth. Kudos to James and Karen for the work on that and getting it done. We have established our first Lake Ashton connection newsletter. The intent was to provide more photos and so forth of the happenings that go on here. Residents are thoroughly enjoying that aspect and opportunity that that provides. Because of the heat, walkers are coming inside to walk. We figured we could get some more activities for them to do in here so that we have family type games and so forth. We've added a pool billiard game that's taken off very well and a couple of corn-hole games and they are also being used. We had several seminars last month. Free blood pleasure checks, a snake seminar with over 100 residents in attendance which is significant. We had one on balance and the next one is on alligators. We have three pages of signees for that, so I am anticipating over 100 people coming to that one too. We have had our first request for a sign language interpreter, and we are working on getting that establishes. Anyway, business as usually and we are loving it. Any questions?

Mr. Mecsics: Mary, we all appreciate all you have done, and I know you've had some family difficulties and thank you for being here on some tough times. And from the hole Board, James, Karen, Crystal, you guys see our hotel as we say in the air force and that's good stuff. So, thank you.

## C. District Manager's Report

Ms. Burns: Not much from me today. Just one item, we've kind of gone away with all of our COVID restrictions that are in place. One thing I did want to check is the ability to email in comments ahead of time is something that we put in place from COVID. Do we want to leave that, or do we want to discontinue that?

Mr. Mecsics: I have noticed that a lot of the local jurisdictions are doing away with the zooming capability, and I know that that is a little bit of extra work on the things and maybe that brings people back to the live meetings. I'd like you to look at what other Districts are doing away with the Zoom and where we are now allowing people to come in.

Ms. Burns: Most of mine are leaving it around as an option for convivence for residents. It's really up to the Board. We are not including the Zoom information in the add so that we are legally required it is just something we are setting up on the side as an option for residents. So that it is available for those who want to use it. We can continue to do that if the Board desires. It's really up to your preference. We're happy to continue to host it that way and allow for email comments and some of those things that we've put in place. It was COVID related at the source but if the Board want to continue with those we certainly can do so.

Mr. Mecsics: I'd like to add that to the agenda for next meeting so we can discuss it more.

Ms. Burns: That's all I had, thank you.

## TENTH ORDER OF BUSINESS

### **Financial Report**

### A. Approval of Check Run Summary

Ms. Burns: The total of the check run summary in your agenda package for the general fund is \$119,042.86. The capital reserve fund was \$1,865.26. I would be happy to answer any question that anyone might have on any of those expenses, if not we would just be looking for a motion to approve.

On MOTION by Mr. Zelazny, seconded by Ms. McKie, with all in favor, the Check Run Summary, was approved.

#### B. Combined Balance Sheet

Mr. Burns: This is just for informational purposes, if anybody has any questions, I would be happy to answer them. Duff gave a pretty good review of those already, but if anybody has questions, we are fully collected on the tax role, so we have received all of our assessments.

## **ELEVENTH ORDER OF BUSINESS**Supervisor Requests

Mr. Mecsics: Okay, supervisors request. Yes, ma'am.

Ms. McKie: There is a dead-end at Pebble Beach and Wingedfoot and there is a fence there and then on the other side is Winter Haven property. Some of the pine trees,

the branches grow over and there is an oak tree where there is some growth. I know Bob had worked with some residents and Yellowstone and they had done some clearing and obviously things grow. So, I was contacted by residents in that area that both delivery drivers, male and female, and people who are dressed like golfer, male and female, using that area as a toilet. I contacted Yellowstone and I let the HFC know about that issue., Yellowstone responded and within a week or less they have cleared that area. What I ask, and a request has been made by the same residents for a no parking sing on that fence so that they don't back their trucks in there and open the doors and use it as a toilet. And then I ask if people are listening, if you know folks who are urinating on CDD property to please stop. There is a pro-shop with two restrooms.

Mr. Mecsics: Thank you. Anybody else?

Mr. Zelazny: Facilities seem to be a big portion of the budget and we're doing a lot of things; I just want to cover a couple of things that we've done or are in the process of doing in terms of facilities projects. Mary talked about the handicapped door openers in the men's and ladies' room which was done inhouse at a significant savings. Angie, last week you asked about a handicap access at the other end. We researched it. It is not a requirement. If the Board elects to do that, the cost for that would be \$4,500. So, we can certainly put that on the budget to discuss at the next meeting and move forward with that. The golf course fence repairs are complete. The black portion of the wall is being painted. That is still in progress. The lightening detection alarm is set to be installed on Wednesday. We just approved the surge protection. The roof, as you know, when we had the high winds, we sustained significant damage to the roof. The estimate has been submitted to the insurance company and we are just waiting to find out what they are going to except and then hopefully by the next meeting we'll decide if we're going to repair it or replace it or whatever. But that's in the works. Jim has been trying to nurse one of our mini-HVACs for the last couple of months. It has a leak in the coil. They are working it and trying to nurse it a long, but we would anticipate that we're going to have to replace that by the end of the year. It's in the budget for \$10,000. We believe we can get in there for half of that. That's all we have for major projects that James and his staff have been working on. The golf course is sponsoring the Fourth of July par three tournament. Make sure you get your entry in early.

#### TWELTH ORDER OF BUSINESS

#### **Public Comments**

Mr. Mecsics: I think for the audience comments from Mr. Miller and Mr. Murphy, I think they were addressed during the section about the cutting on the lake area. Any other further public comments?

Ms. Burns: I did get two that were sent in ahead of time too, but we can start with the Zoom line. Mr.Olivero.

Mr. Olivero: I just wanted to make a comment, there seem to be quite the discussion about the remediation of the buffer zone on Hart and Rattlesnake. It seems like the train ran off the track, and I don't understand why. I think what we are asking for, and I'm pretty confident in speaking for my neighbors, is just trimming down the weeds to the 3' level. It's very simple. And then removing any invasive species. I also don't understand why, if you remove a dead oak tree that you have to plant three new trees. That doesn't make any sense to me. That's it, thank you.

Ms. Burns: I have two that were sent in ahead of time that were not regarding agenda items. This first one is from Lee Holman, and I believe we have already addressed it, but we'll go ahead and read it out.

Mr. Holman: CDD Directors, could you please update the residents as to the status of the construction of the golf cart path at the end of Pebble Beach Blvd.

Ms. Burns: We went over that already, and the last comment I have is from Barb Fauver.

Ms. Fauver: Hope this is the place for this question, I noticed many of the wooden bridges here are in disrepair and I am wondering if there are any plans to correct this. Thank you.

Mr. Zelazny: Yes, they are in different states of disrepair. All those bridges, if she's talking about them on the east is the east's responsibility maintain them. Lloyd Howison was out with his crew yesterday looking at them and making some decisions on how to move forward. Our bridges are in different status because we have been treating ours since they were installed. Our bridges aren't in the same kind of condition as you will find on the east. Duff and James have been out putting screws in to put our Boards back down

and secure them. There is a budget line item to replace any Boards that go bad. It is being addressed.

Mr. Hill: On the bridge leading to the driving range, there are a couple of Boards that are warped and one of the resident's comments before was that someone tripped over one and it didn't say if it was ours or the east? Would we be advised to replace those Boards?

Mr. Zelazny: We'll look at them and see if they can be secured, if they can't be secured then we'll replace them.

Mr. Williams: I was hoping not to have to say anything today. I want to make a comment about the golf course. Before I do that, I want to say, if you remember, Mike Costello and I were one of the first people that suggested Casper to come in here when we were on the Board. I think they are doing a good job. The course hasn't looked anything near like it's looking today. Things seem to be going in the right direction. I want to preface the next comments with that. My position when I was on the Board was, not that I was not in favor of purchasing the golf course, but I didn't think we should have done it when we did it. I was against it at that time. My comment is, I've sat here in this meeting a few times where the Chairman has said, people are going to have to eat humble pie. I want the naysayers to hear this. It's kind of felt like to me, I told you so. Like a young child would do. I think that was inappropriate. I think we need to hold off on some of these comments because there are still things. We did pay \$400 in increases, a lot of it due to the debt of rebuilding the reserve. The other thing is the golf course has not yet, or I should say every year twice, they have had to take advantage of the money from the builder to continue operation. Until the golf course bills enough where they don't have to do that anymore, and start building a reserve, I think naysayers and humble pie comments should stay out in the background.

Mr. Mecsics: Thank you stan. And noted.

Mr. Zelazny: There was a person that called in about the cutting of the grass around the 8<sup>th</sup> hole. The mowing of the area around the 8<sup>th</sup> hole was done by the golf course not by the CDD. It was done after approval from SWFWFD to maintain that area at a lower level as long as we clean it out when we do it. It's the golf course not the CDD. We don't want to mix apples and oranges.

Ms. Burns: We do have a hand from a gentleman that made another comment if the Board would like to allow it.

Ms. Olivero: I would like to thank all of you for your service. In listening to the comments about the water ways and I hear that it benefits only the people that live on the lake, when we bought into this community it wasn't just the lake view, that was a high priority of ours personally, but it was the beauty of the community as a whole and I understand everybody enjoys the views of these waters. I don't think it's only the homeowner's interest in this. As far as paying for it, I understand. They should pay a higher percentage, but maybe there is a small fee that everyone can pay because everyone enjoys it.

Mr. Mecsics: Thank you. Anything else?

Ms. Littlewood: I was passed a note from a resident who was referring to Bob's comments about assessments for everybody for Lake Hart. How much does it cost to maintain the CDD property that border homeowners on the golf course? We all pay for that, but we all don't enjoy the beauty of because we don't all use the golf course.

Mr. Zelazny: She does not pay a dime to maintain the golf course. We are in negotiations with Applied Aquatics. Our 34 homes on Pebble Beach to clean the buffer zone from the first hole to fourth hole. The same thing we're asking that the Board has asked the residents on Hart Lake to do and the other part of Rattlesnake Lake. We are paying for that. The residents. There is no CDD money. No golf course money associated with maintaining the buffer zone.

Mr. Mecsics: Anything else? Do I have a move for an adjournment?

## THIRTEENTH ORDER OF BUSINESS Adjournment

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

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

Secretary / Assistant Secretary

Chalrman// Vice Chairman