

**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, **August 20, 2021** at 9:00 a.m. at 6052 Pebble Beach Blvd., Winter Haven, FL.

Present and constituting a quorum were:

James (Jim) Mecsecs	Chairman
Bob Zelazny	Vice Chairman
Duff Hill	Assistant Secretary
Colette McKie	Assistant Secretary
Angie Littlewood	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Sarah Sandy	District Counsel, HGS
Alan Rayl	District Engineer
Mary Bosman	Community Director
Brian Rhodes	Indigo Golf Partners
Ron Lavoie	Indigo Golf Partners
Cynthia Wilhelm	Nabors, Giblin, & Nickerson

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: Just one note on the approval of the meeting agenda. We're going to ask that we take all of the refinancing items up first. That way since Cynthia is here she can go ahead and head out afterwards if that works for everybody.

Mr. Mecsecs: Okay. There's one other agenda item I'd like to amend on Area F, where we have here that says, "The discussion and voting on funding of capital projects for 2021," with the Board's concurrence I'd like to defer that to our next meeting.

On MOTION by Mr. Meccsics, seconded by Mr. Hill, with all in favor, the agenda as amended, 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: We'll go ahead and start with the speaker cards that we have. Just a reminder for everybody, if you can keep your comments to three minutes when you're addressing the Board. Up first, I have Cheryl Winchester from 5453 Hogan Lane.

Cheryl Winchester (5453 Hogan Lane): Hello. Good morning. My name is Cheryl Winchester and I'm a homeowner at 5453 Hogan Lane for nine years. My intention today while speaking to you is not to be combative. Instead, I am here to get honest answers, clarity, and the hope of reaching a mutual beneficial solution to a problem we have been back and forth on for over seven months. For the sake of my three minutes time limit, I have left out a lot of the confusion, wasted months, and troubling conversations that have occurred and I will give you a short synopsis. We were told that Ms. McKie would be the Board member who would be responsible for the quotes on Rattlesnake Lake, only to find out that Bob Z, I was told, had done this as a resident and had received quote for \$4,700 for 30 homes at least two weeks prior to our quote. So I offered my assistance to Colette to be liaison to her and the residents of Hogan Lane, hoping that this would speed up the process. She graciously accepted. The first quote was ridiculously priced and come to find out we were being asked to pay for what we had already been paying for in our annual CDD payments. Then on July 18th, Colette sent me an email letting me know that the second quote was for \$6,600 for 20 homes. She told me the checks needed to be made out to the CDD by August 2nd and that it's all or nothing. The attraction to Lake Ashton is the beauty, the friendly community, and the willingness of everyone to work together to keep that beauty. Now we have a Board whose members say they are tired of this

discussion, they don't care anymore, and they should just drop the whole issue. But we as a resident who voted for you and to help resolve all issues, even ones that don't affect you, we feel differently. We won't let this issue go away. We have been here before and all it took was a previous willing CDD Board, SWFWMD officials, and residents to meet and resolve this issue. It wasn't an all-or-nothing resolution. So how do you think I feel when a woman who apparently sent you an email telling you a story about me of a confrontation that we had, said disgusting things to me when she doesn't even know me? She attacked me and told me if I did not like what the Board said, and quote, "I should just move from Lake Ashton." I found her statement to be rude and extremely disgusting. I feel that maybe just because we disagree on issues and we don't share the same ideas, we should not disregard how each other feels. Last I heard, we live in a country of compromise, not an all-or-nothing dictatorship. We are trying to follow your rules and we respect your wishes. We can make this work by working together. Now, I ask this Board for some honest answers. That's all we're asking for today, honest answers to three questions.

Ms. Burns: That's your time.

Cheryl Winchester: Well, I have the three questions. Can I please just quickly present them.

Mr. Mecsics: No. We're staying with the three minutes, Cheryl. I'm sorry. You can send it to us in a written form.

Mr. Mecsics: Thank you. Any other public comments?

David Harrison (no address provided): I spoke to Duff yesterday and he has concrete work on the agenda. I'm writing because several places on Nicholas Drive need curbing repair as well as other areas. It's been neglected for many years, so hopefully the Board will agree to fund this project.

Ms. Burns: We just need to check the Zoom line. If anybody on the Zoom line has any public comments, you can use Zoom's "raise hand" feature to be called on now. I don't see any. Jim, over to you. Just to note, when people send in comments, and for everybody on the Zoom line, normally we ask that Mary sends out an email for everybody to say, "This is a comment for the meeting on what date." We get a lot of confusion on whether your comments are for the Lake Ashton Board or it's for the Lake Ashton II Board.

So when Mary's email states that you're sending in a public comment, please state that it is for whatever meeting it is for.

Stan Williams (5317 Nicholas Drive, Lot 155): Since we need to pay the builder back any money loaned by August 30th, how much of the builder's loan money did we use this year? Was that more or less than last year? Do we have a forecast of what is planned next year?

Ms. Burns: That is all of the public comments we received.

FOURTH ORDER OF BUSINESS

**Approval of Minutes of the July 16,
2021 Board of Supervisors Meeting**

Mr. Mecsics: Do I have the approval for the minutes or any additions or deletions?
Hearing none,

On MOTION by Mr. Hill, seconded by Ms. McKie, with all in favor, the Minutes of the July 16, 2021 Board of Supervisors Meeting, were approved.

Mr. Mecsics: Okay. We're going to move up our bond discussion to the front here before Indigo.

Ms. Burns: Sure. Cynthia's going to come on up. Just for everybody following along, we're on Item A. It's Consideration of Resolution 2021-07, the Delegation Resolution. We're going to start there.

SEVENTH ORDER OF BUSINESS

New Business

A. Consideration of Resolution 2021-07 Delegation Resolution for Revenue Refunding Bond Series 2021 (2005 Bonds)

- i. Third Supplemental Trust Indenture
- ii. Escrow Deposit Agreement

**This item was taken out of order.*

Ms. Wilhelm: Good morning, Board members. My name is Cynthia Wilhelm with Nabors Giblin and Nickerson. We are bond counsel to the District and we have been since the District was established in 2005. So we appreciate, again, the opportunity to assist

you with this refinancing. This resolution is 2021-07, it's what we call a Delegated Award Resolution. It's presented today in order to approve various aspects of the proposed bond, including the forms of certain documents that are necessary in order to close on the bond. Essentially, the resolution approves the form of the bond, the form of the supplemental trust indenture, and the Escrow Deposit Agreement, which are both attached as exhibits. It re-approved the commitment letter from the bank, it provides a description of the bond, approves the refunding of the 2005-A bonds, and that is essentially the gist of the resolution. The three documents attached are the commitment from the bank, which was already approved by the Board in July and the Supplemental Trust Indenture, which basically sets forth the terms of this particular bond, and then the Escrow Deposit Agreement, which is the mechanism that we use in order to refund to the '05 bonds. If the Board does not have any questions on the resolution or the attachments, I would ask for a motion to approve.

Mr. Mecsics: Do any of the Board members have any questions? Seeing none, Sarah?

Ms. Sandy: I'm happy to answer any questions, but it appears that there are none. After the Board votes for this, we'll be moving towards closing. We do have to finalize all the documents and make sure that we get everything ahead of them. But as long as we do, then we will finalize and move towards closing.

On MOTION by Mr. Zelazny, seconded by Mr. Hill, with all in favor, Resolution 2021-07 Delegation Resolution for Revenue Refunding bond Series 2021 (2005 Bonds), was approved.

B. Consideration of Resolution 2021-08 Supplemental Assessment Resolution

i. Consideration of Notice of Series 2021 Special Assessments

**This item was taken out of order.*

Ms. Burns: Then we're also going to take a couple of other items. The supplemental assessment resolution as well. Let's just wrap up all the refinancing related stuff. We'll deal with that and then we'll move on to the other parts; that way we can stay on topic with that. The next would be consideration of Resolution 2021-08, the

Supplemental Assessment Resolution that is in your package. This District has entered into the commitment letter with the bank to refund bonds. You can see the terms of that listed in the agreement or in the resolution. I'm going to give a brief overview of the Refunding Allocation Report. This report supplements the original methodology taking into consideration the reduction in assessment, principal, and interests through the annual per unit assessments by refinancing the 2005 bonds. If you look at the tables attached, Table 1 shows the development at the time the bonds were issued. There were 409 units in this assessment area. As of August 24th, a total of 101 of those units have paid off their debt assessment, so this refinancing is for the 308 assessable units that have not been paid off. Table 2 shows the bond sizing. If you look at Table 3, that's where you're going to see the savings listed. The 2005 assessment allocation on the top table is the current amounts. Currently, the residents in this assessment area are paying an annual debt service of \$1,263.44. After the refinancing, that amount will drop to \$998.74, so it'll be an annual savings of \$264.70 per household in the 2005 assessment area. If you look at the par per unit, that is also dropping, so the current par per unit is \$11,910.83 that is dropping to \$11,607.15. So if a resident after the refinancing wants to pay off their bond completely, there would be \$300 savings from what it currently is. If anybody has any questions, we'd be happy to answer them. Sarah, anything else you want to note on the resolution?

Ms. Sandy: Typically, after we present the assessment report, I ask the following, just to get a few questions on the record from our GMS master methodology consultant. Jill, based on your professional opinion, are the units that are subject to the assessments, do they receive a special benefit from the 2005 project?

Ms. Burns: Yes, they do.

Ms. Sandy: Are the assessments in the report reasonably and fairly portioned across the units?

Ms. Burns: Yes, they are.

Ms. Sandy: Okay. Thank you. Does the Board have any other questions regarding the report?

Mr. Meccics: Any other questions?

Ms. Sandy: I'll speak to the resolution quickly. The Resolution 2021-08 is a supplemental assessment resolution lays out the terms of the 2021 refunding bonds. It

also resizes the assessments that were previously the 2005 assessments to the terms of the bonds, sizing them down. It provides additionally a method for collection of the assessments and provide some additional things such as filing a notice of the Series 2021 Special Assessments. That document is also included in your agenda package that will be recorded against all of the units that will be subject to the 2021 assessments. Again, happy to answer any questions regarding the resolution. If you don't have any, then I'd ask for a motion to approve Resolution 2021-08.

On MOTION by Ms. McKie, seconded by Mr. Hill, with all in favor, Resolution 2021-08 Supplemental Assessment Resolution, was approved.

Ms. Burns: Then one last item related to the refinancing. The only other thing, it's Item E on your agenda. It's the consideration of the addendum to the existing fee agreement with Hopping Green & Sams.

E. Consideration of Addendum to Existing Fee Agreement with Hopping, Green & Sams

**This item was taken out of order.*

Ms. Sandy: Our current agreement and does not address any financing. Our firm typically does those on a flat fee basis. Our fee agreement only provides for per hour services, so this specifically addresses our fee in connection with the financing. Again, it's paid out of the closing proceeds so it's not a bill that the District will directly receive. It will come directly out of the closing proceeds. Again, I'm happy to answer questions on it; otherwise, I would ask for a motion to approve the fee agreement.

Mr. Mecsics: Any questions? Hearing none, do we have a motion to adjust those fees?

On MOTION by Ms. Littlewood, seconded by Mr. Zelazny, with all in favor, the Addendum to Existing Fee Agreement with Hopping Green & Sams, was approved.

Ms. Burns: That's everything for the refinancing so we can move back up to the top of the agenda. Thank you.

Mr. Meccsics: Okay. Indigo Golf course update from Indigo Golf.

FIFTH ORDER OF BUSINESS

Golf Course Update from Indigo Golf

Mr. Rhodes: Good morning. Mr. Rhodes, Regional Director of Operations, Indigo Golf Partners. I'll give you a brief update of the July financials, then Ron will step in and do an operations update for July. Obviously, the summer weather has limited the golf opportunities between the heat, the wet weather, and the afternoon storms, that puts carts on path more often. But overall, the team at Lake Ashton has put up a very solid month in financials. Results have exceeded budget. We hosted 2,414 rounds in July. The breakdown is 2,181 member rounds and 233 public rounds. It's about 500 less rounds than we did last year in July. We're seeing this all across Florida in our clubs. Ultimately, our members have started to go back up north and go on vacations and the wet weather has had a negative effect on rounds. The good news is, the golf revenues are up. Golf revenues are green fees, cart fees, driving range, Pro Shop sales, and other golf revenues and dues. We've exceeded budget by \$3,800 for the month. Green fees were \$2,300 higher than last July. Pro Shop sales were significantly higher than last year. The shop had another great month. We had about \$12,600 in revenues. Food and beverage revenues have remained right about where we are. They're not achieving budget, but they are bidding last year. We totaled \$16,700 for the month. That missed budget by about \$3,800, but exceeded last year by almost \$3,000. We're right in the middle of where we were and where we thought we'd be. Regarding cost of sales, the Pro Shop ran at 65%, which is about 15% under budget. We're 77% for the year, We budgeted 80%. So Pro Shop is operating right where we thought it would. Food and beverage costs for the month were 34.7%, which is about 5.5% lower than what we anticipated. We are still 4.5% higher a year to date. Food costs have been very volatile and we are not passing along if they raised chicken wings one month. We're not raising the price and going market price. It's up and down, but we're very happy with where we are. Net contribution for food and beverage, which is basically revenue minus cost of goods minus direct labor minus expenses, was a positive \$2,266. The food and beverage operation is running at a profit. Total labor, we were about \$8,700 under-budget for the month. We're still running into challenges obtaining hourly labor. Good news is we have added a few more people to the

staff for maintenance, and we picked up a couple of F&B. Now, whether they last more than a couple of weeks, we'll see. It's the trend everywhere in the country. We just had a regional meeting yesterday and everyone is fighting to get employees. Expenses, we were \$1,400 over for the month. The golf department was under by about \$450. Admin department was under by about \$3,200. There's really nothing significant in those two departments. The maintenance department was over by \$7,400. We were over \$14,200 in chemicals and fert for the month. Part of this was we had under-reported in previous month we'd missed a couple of invoices that we found in statement reviews. Part of it was we differed some other sprays into July rather than June, but it should be noted, we're almost \$28,000 under what we anticipated in chemical and fert for the two courses for the year. We did spend about \$8,000 in repair and maintenance, which is about \$5,000 higher than what we anticipated. We were able to save that by actually performing the aerification, which we had \$5,000 for outside contractors to come in and do the job. We did it in-house. Part of it was that we had the right equipment to do and the Board provided us with that. For the month we're at \$73,017, which is \$9,000 higher than what we had budgeted, we did not incur any below-the-line expenses in July. The net income for the year is now \$94,277, which is \$54,000 ahead of budget. Regarding the August forecast, play is right about where we expected. Revenues are trending to where we expected. We should meet revenues and hit the bottom line for August. So we're trending in a good way. I'll address the cash flow forecast. We borrowed just over \$40,000 from Jim Lee, the previous owner, through our agreement. We did receive several payments for memberships that came in early. I can't tell you the exact number of dollars we actually utilized. We are in a good place right now, the cash flow, and we'll be able to make the payment back right away. Last year, we borrowed just over \$202,000. It was about \$160,000 improvement in cash flow. We are forecasting to be positive in the EBITDA this year, which would then forecast in the upcoming year, which will then forecast that we would not need to borrow money for cash inflows. This is a great safety net because cash flow management is completely different than EBITDA. So once we start looking at it, if we have to come in and do any kind of emergency repairs that were unexpected and not on our budget, or if there is any capital requirements that we need to address. We are looking at some aging equipment and running some problems out there. Month over

month, our repair and maintenance expenses are much higher than what we had previously projected. While currently we're not forecasting to use it, I'm not saying that we won't. It's there. It's able. I think it's a great thing to do and it won't affect the membership or the community for money. It would just be, we have this agreement with the prior owner. I'll let Ron come up and do a quick operations update and if the Board has any questions for me, I can answer them.

Mr. Mecsecs: I think we addressed Mr. Williams's questions as well.

Mr. Lavoie: Good morning.

Mr. Mecsecs: Good morning.

Mr. Lavoie: Great news is we now have a mechanic. He's doing a fantastic job. He just moved here from Indiana, so he's got his hands full. We also hired another person, who Brian was talking about it. We hired another person and that's the first person to apply in a while. We hired a young lady. She started on Wednesday on a maintenance crew, and yesterday morning informed Tommy that she's just got an offer for another job and left. So there are problems. She got five dollars more an hour to be a heavy equipment operator and we did hire another person upstairs. As Brian talked about, we had a profitable July, but as everybody here knows, we have four employees up there. That's one of the reasons. They're working very hard. Similar things going on about the course conditions. Again, the wet, dry, I know there's a history here of all the wet areas and some of them will be wet until we put drainage of some sort. But at the same time, while you look at some of those areas, when Brian and I rode the course yesterday or when I ride it every night, there's a lot of dry areas out there right now too. So unfortunately, you have to turn the water on. Some of the wet areas are going to get a little bit wetter, but we're trying to protect it. The other thing that we run through was the weeds. Once you get in some areas, the weeds grow more. But if you get in any areas that are dry and it dies, that's when the weeds kick in, so we're pretty aggressive of going after the weeds. When I came here, obviously, we had a lot of weeds in the greens, which we don't have now as much. It really is about a 24-month project on the golf course to get more and more of these weeds out of the way and that goes back to Dave. What do you mean? How do you get rid of weeds? You have to drive on the golf course with a sprayer when the fairway is soaked and then you have to water it in. For everybody to understand,

this is a delicate balance between trying to keep it weed-free versus not letting it dry out or be soaking wet. Some of these fairways are always going to be wet and there's nothing we can do about it. The other thing is we have some projects. The whole goal of this first year of all of you people buying the golf course and then us coming in last May is, this is for me as the General Manager, I'm going to run this like it's my money. The first year, I want to find out who we are and that's what we're doing. We've got two more months left of a full fiscal year and it looks like we're okay. Now, I can take a look at the entire operations and say, what are our CapEx projects? Which way are we going? As I've told you before, we have a pipe still sitting in the bottom of the lake out there that sooner or later, we're going to have to do something with it because something's going to happen to it. We're coming up with a list hole by hole. Again, we won't get them all done, but we do have equipment issues. Over 20% of our expenditures in maintenance goes to fixing equipment, and that's a little bit high. Trust me. The bathrooms on the golf course, we want to redo them all. The net on six, now that David has an extra two people, that's a big difference. We'll hopefully get that up in the next month. The course rating that we thought we were going to get, obviously, with COVID when I talked to the Florida State Golf Association, they're so far behind rating golf courses because of COVID. They got, from what they tell me, a double whammy which is one, COVID itself, and couldn't do the golf courses that they were supposed to be doing. The majority of course raters in the state of Florida are the at-risk group. They're all over 60, 65 years old and unfortunately, they've lost raters due to COVID. We're slated to be rated in 2023. It's every eight years you must be rated and they told me that we should be able to get to you by 2023. So that's how desperate they are for that. But anyway, as I was talking about the pipe 1, 3, about the irrigation boxes on 3, we're actually going to have cinder blocks built up. Hopefully, we'll see that in the next 30 days and rise that out of the lake, so it won't be a problem. We're trying to get the new tees put in for the path 3 golf course on the East. Again, it will change. The rains won't be done for the short course on the West. I have just a couple of stats. We've collected \$370,698 in membership so far and that's about 28% of our total membership from the prior year. Those are pretty good numbers. The associates through yesterday, we've taken in \$93,808 in greens fees. That's a pretty good number. That's 3,901 rounds or approximately \$24 per round based on the whole year. Just to give you

another little tidbit, we're not what you'd call a guest course. We're not including the associate rounds. We played 1,474 total guest rounds or any type of guest of a member or if they just non-resident green fee and that's 4.5 rounds per day. Just something to keep in the back of your head of what type of club we really are, it's really membership-driven all the time every day. Like I said, everything else was going pretty good. Like I said, just a matter of trying to get through the summer months with the wetness and everything else. But just so you remember, last year starting on August 10th, the first four holes were closed until November 1 and here we are still open. But like I said, you ride out there. The water is right there, but hopefully we can stay away from it. I know Brian was telling me the University of South Florida Gulf Coast, they got 10 inches of rain just the other day, so they're getting pelted over there. That's it unless there's some questions.

Mr. Mecsecs: Any questions?

Mr. Hill: You mentioned the cost of maintenance on the old equipment, but would it be possible to come up with how much money that is versus how much it would cost to replace that all equipment? I'll get it to Bob so he can present it to the Board.

Mr. Lavoie: We're in the process of getting that through quotes. David is getting quotes for the equipment that he thinks we need on each individual piece so we can come up with a plan and yes, we're running the numbers. I'm going to review the invoices to find out how much we're spending on certain pieces of equipment. It's a lot. That equipment, it's almost 10 years old.

Mr. Mecsecs: Any other questions? Thank you, sir. Keep up the good work.

Mr. Lavoie: Thanks.

SIXTH ORDER OF BUSINESS

Engineering Staff Report

Mr. Mecsecs: Engineering. Alan, you're up.

Mr. Rayl: Good morning. First, I want to bring everybody up to speed on the status of the work for the hole number 6 bathroom building. The contractor is expected to begin the work to bring the waterline service out there the week of September 16th. As of yesterday, I was in discussions with a new septic tank contractor. I sent them the plan showing how they would most likely access down through that tract to do their work. They're very interested in giving us a quote for the work and ready to do it. We'll compare

what they're giving us to not-to-exceed threshold that the Board approved at last month's meeting and make sure that that fits with the Board direction. That's moving forward. We'll see work starting out there in September and hopefully the septic tank contractor, if his bid is acceptable, we'll be able to get them started right after the water work.

Mr. Zelazny: Alan, on the sixth hole, are we looking at putting electrical out there as well? Because I understand that's running off of the irrigation system power.

Mr. Rayl: It is running off the irrigation system power. The only access we have to bring electrical in would be for 653 across the course. We've sent information to TECO in that regard to have a discussion with them about a new service. They have not responded to us yet, but we're still trying to coordinate that.

Mr. Zelazny: But the current system way is running off the irrigation power. It's sufficient.

Mr. Rayl: I've not heard any complaints of any power outages or any lack of service at the building. It'd be nicer to clean it up and bring it in from a new service. I don't know if we'll get anywhere with that, but we're looking into it.

Mr. Zelazny: Okay.

Mr. Rayl: As I mentioned before, we've talked to Bridge Builders of America to ask them to swing by and when they get back in the area. They're actually booked out until 2022, but were referring another consultant that they work with, that's more local, that we're going to try to get them just to stop by the site, give us an assessment of our bridges, any recommendations that we can do to extend the life of them and of those type of things and they're very willing to provide that kind of information to us. We're going to try to take advantage of that as soon as I get them scheduled or meet with the Board and have the appropriate supervisor join me when we do that. We've also been getting the water use permit for the golf course irrigation straighten out. There was a gap in the permitting data that has all been resolved. We're not deemed delinquent anymore, but we are going to be filing a letter of modification to the permit to reduce the reporting requirements, just the frequency of them. Everything we're doing now is meeting the requirements of the permit. Some of the efforts are duplicative and we're going to try to get those removed so we can reduce the amount of time that has to be spent on that activity. I gave to the Board members two things we just received. Part of that permit involves doing a meter flow test.

What did I do with my copies? You may remember we found in the file the firm that the meter flow test about six or seven years ago. It's required to be done every five years. This was another one to clean up, things we had to take care of. This firm came back out. The same guy who was familiar with everything, knew where to go, knew what to do, gave us the same price who gave us six years ago. That was done. That's submitted to SWFWMD that we've completed that task of doing a meter test. In that test, we found that one of the meters is recording high numbers. It's out of range by about 20%. That works obviously adversely against this. It looks like we could be over-pumping when in fact we're not. So we are required to get that meter replaced. That's this paper that you have. This was the cheaper of two options. One's the mechanical read and another is an automated read. He didn't put a total on here, but it looks like it's under \$1,600 for the meter replacement, and that's installed. I'll total that up for you; \$1,637 is what it is. I'd like to ask the Board to authorize that. We could give them the go-ahead and get that portion of this addressed.

Mr. Mecsics: It all goes into regulatory. Do I have a motion to approve this?

Ms. Littlewood: These water meters, are we talking about the bathroom now and sixth to this water meter? What's the water meter for?

Mr. Rayl: This is on the golf course irrigation pumps.

Ms. Burns: What was it, 15? I'm sorry, 15?

Mr. Rayl: \$1,637.

Ms. Burns: \$1,637. Thank you.

Mr. Mecsics: Do we have any further discussion after the second? Go ahead. Sure.

Ms. Littlewood: This is a golf course thing, so should it not be paid by the golf course?

Mr. Mecsics: It would be charged as golf course.

Ms. Littlewood: Okay.

On MOTION by Mr. Zelazny, seconded by Mr. Hill, with all in favor, the Quote from Avanti Company for \$1,637 to be Charged to the Golf Course, was approved.
--

Mr. Rayl: The last item I have for the Board, Supervisor Zelazny passed out this list. Did everybody get a copy?

Mr. Zelazny: I provided it to everybody. Some residents had approached me and said that they were concerned about the Miami curbing in front of their home. I did a drive around. I just wanted to get it in to you and Colette to figure out how you're going to prioritize that and if there would maybe be a report back next month so we can tell the residents that had inquired that it's going to be done or it's not.

Mr. Rayl: I have done a little research already on this list. First, the last entry, 5292 Nicholas, that address number does not exist. Nicholas starts at 5300. But of the other 11, we have all those.

Mr. Zelazny: It was going that way down the street.

Mr. Rayl: We'll figure out where that one is. But of the other 11 that you had on here, we have all those identified in the pavement inventory as areas of concern. Two of these, the 5328 and 5344 Sneed were two of the five that we had bids on as the next five to repair. These are on the Board's radar. What's the Board's direction? How would we like to do this? Do we want to revisit these 15, the 5 previous and then the new 10? Do we want to get bids on those?

Ms. McKie: I would like to know the Board's direction on this because when this has come up in the past, it was never made a priority, so it was never really figured in to be done anytime soon. Depending on when the Board would want this to be done, we need to be able to budget it in.

Mr. Zelazny: Correct. I think in the past, Alan, you can correct me and Jim, I think what we had done is we had set a limit as to what we're going to be willing to spend at a particular time. Then Alan and the roads person prioritized it, and we funded through that line. That way we didn't have to go back. We could move on expeditiously to get some of these things done. If there is a number that the Board is acceptable, we can move forward to fix some of them up to a certain level, I would think, and give that to Colette and Alan to be allowed to prioritize and get them done.

Ms. McKie: That's fine. We just had never done that before.

Mr. Meccsics: All right. Well, let's do this then. Let's go through that, update it, take a look at it, and then we'll look at it either September or October meeting.

Mr. Rayl: I'll get the contractor to give me updates of the previous five. But these new additional 10, we'll see where that puts us, and then we'll set some threshold the Board's comfortable with and we'll pick how many we can get for that.

Mr. Mecsecs: That's right.

Mr. Rayl: Does that sound good?

Mr. Mecsecs: Like I said, the homeowner's association for that one in Pebble Beach will take care of that.

Mr. Zelazny: We talked about it before, Alan. There's appearance and then there's structural, and that's really the key. At some point, we have to start to pay attention to appearance rather than just structural. But we have to focus on getting the structural things done immediately.

Mr. Mecsecs: Correct, absolutely.

Mr. Rayl: We will reach out to the contractor and ask him to give us some quotes on these. I'll look at what we had in our inventory if we identified the quantities. Sometimes we have to go out, look at how much curb would they have to take out before we can get flow restored again. Because the pavement inventory we just identified, this is an area that's not working. So to get a bid here, we may have to identify the work items and take out 10 feet of curb over here and five over there. But we'll get those quantities put together, get the contractor to give us a quote on it, and I'll bring it back to the next meeting if I get it in my hands by that time.

Mr. Mecsecs: Okay. Anything else, Alan?

Mr. Rayl: That's all I have for the Board this morning.

Mr. Mecsecs: Any other questions on the Board of members for Alan? Colette.

Ms. McKie: I'd just like to make a comment in regards to the waterline over in Pebble Beach at the cul-de-sac. Several residents were asking about the lines and exactly where they go because one resident has planted plants. I contacted Alan, he came out right away, and now everything is marked with paint, with flags, and the resident has been notified that his plant and new curbing that he's going to put in will probably be on the line. So to move something over, maybe the size of the planting area or move a tree, all of that has been taken care of.

Mr. Mecsics: Just to clarify it, it's our tract. That's CDD property, not an easement or anything like that.

Ms. McKie: Right. It is not an easement. The CDD owns that land. I explained that to the residents as well because they were questioning that they had not been shown an easement when they bought the property.

Mr. Mecsics: Anything else for Alan?

Mr. Rayl: Thank you.

Mr. Mecsics: New business. Jillian, correct me if I'm wrong, we're moving into public hearing on the adoption of the Fiscal Year 2025 budget.

Ms. Burns: Yes, that's correct. We should be on Item C, the public hearing on the ledger.

SEVENTH ORDER OF BUSINESS

New Business

C. Public Hearings

i. Public Hearing on the Adoption of the Fiscal Year 2022 Budget

On MOTION by Mr. Hill, seconded by Ms. McKie, with all in favor, Opening the Public Hearing, was approved.

Ms. Burns: Just to note for the record, we advertised the public hearing in the paper. We also sent a mail notice to all property owners within the community as well. We will take any public comments on the Fiscal Year 2022 budget. We can take it from those in attendance first if anybody has anything.

Mr. Mecsics: We have one.

Ms. Burns: Go ahead. Anybody who has a comment can come on up.

Frank Brecht (5320 Hogan Lane): My name is Frank Brecht and I live at 5320 Hogan Lane. I know this last year our taxes got raised to \$400. Now we're getting raised to \$340 this year. Are we going for another \$400 next year? I asked Mr. Mecsics, I said, "You guys spent all your money on the golf course and now you need money to take care of the general maintenance and so now everybody's getting their taxes raised to pay for the general maintenance, and I'd like to have an explanation of where the money all went

that we had in reserve when we bought the golf course and why is our tax going up two years in a row, almost \$750." It's ridiculous.

Mr. Mecsecs: Thanks, Frank. Any other public comments that we have then we can go into the discussion?

Ms. Burns: On the Zoom line, if anybody on the Zoom line has a public comment, you can use Zoom's "raise hand" feature to be called on. I don't see anything.

a) Consideration of Resolution 2021-09 Adoption of the District's Fiscal Year 2022 Budget and Appropriating Funds

Mr. Mecsecs: Duff, did you have presentation on this?

Mr. Hill: I do. I would like to start out by saying that none of the proposed assessment is going towards the golf course. In fact, the golf course has made \$94,000 year to date, and the outlook for the coming years is even better. There are two portions of our budget: first, the operation and maintenance portion or the cost just to run our community. Our revenues are \$1,445,000 per year, the cost to run the community is \$1,250,000. That will leave a surplus of \$195,000 to pay for all the capital projects and updating of all the amenities in our community. We also will have \$350,000 worth of capital reserve that we can fall back on if we need to, but we prefer not to. We want to have that cushion. There would also be any remaining funds from the 2021 budget that are unused, but that would be relatively small amount of money. I've listed below some of the capital projects that will have to be funded and the total of that far exceeds the \$195,000 excess funds that we will have, and this is why we had to request an adjustment to the assessments. It's also important to keep money in reserve so that's why we will try to keep \$350,000 in capital reserve. This is necessary in case anything extra comes up, like infrastructure repairs, which have generally turned out to be very expensive. Let me address how the previous adjustment of \$400 per household was used. Revenue generated on 680 homes times \$400 assessment generated \$272,000. The revenue that the CDD received was \$252,000 net because the tax assessor takes his 7%. Of that remaining \$250,000, \$147,000 went to pay the first lien payment on the bond that we have now, that we own the land that the golf course sits on. The remaining balance, the large portion, was used for legal and engineering fees pertaining to the farmer whose water backed up into our property and caused some pretty severe expenses for our

community. Additionally, our operation and maintenance budget has increased by an additional \$50,000. That's for the cost of living. For instance, propane gas, this is just like a gas which you buy on the street. That's probably gone up a dollar a gallon and you can imagine how much gas we use in the swimming pool. The first 12 years, we didn't raise the assessments at all because there was not a need to. The community was new and nothing was wearing out. If we had done a 2.5% cost increase every year for those 12 years, we would have an extra \$330,000 right now. But you can't look backwards because they had no idea what was coming. The infrastructure issues are expensive once again. As our community has gotten older, infrastructure repairs have become more frequent. An example is the HFC portico out front that was leaking, that costs us \$50,000 to repair that; the bathroom, which did not meet Winter Haven code, will cost us an additional \$35,000; the ceiling and the pool area where the water had started to leak down from the roof, if it goes bad, it will cost us \$50,000. The roof is in need of repair or replacement. We have a claim with the insurance company, but if they deny that claim, we could be responsible for paying for a \$200,000 roof. The bridges are starting to deteriorate. If we had to get into replacing the bridges, it would be \$180,000. We will probably have more unforeseen expenses as time goes on because our community is getting older. We are facing resurfacing of roads; the in road and the out road and Pebble Beach are scheduled to be resurfaced in the next three years. The cost to do that is almost \$400,000. Over the next eight years, we have \$850,000 worth of roads that will need resurfacing. The Board is always going to try to patch these roads and keep pushing that cost out a little bit further because we don't think they wear as much as highways out on the street in the community. We also have \$150,000 worth of air conditioning units that are out of their normal lifestyle. We've been nursing them along, but sooner or later, will have to have the money sitting there to pay for these. We currently have three sports floors in the HFC that need replacing because they're 15 years old. The cost of that replacement is \$50,000. There are many other smaller projects that need to be funded. It's important that we keep money in reserve, and we need to keep that \$350,000 in capital reserve. The Board looked at every possible way to try to avoid this assessment, but it's just not possible. The plan that I've presented will carry us out for the next four years, at which time the lien will be paid off and we don't have an extra \$140,000 to go against capital projects. We're still

going to have to postpone some projects. We have a reserve study that tells us the life cycle of everything in this community and when it should be replaced. We will have to push out some of those projects to keep us from having to do another assessment. It's not impossible. We can get it done. By the way, the Board has succeeded in refinancing bonds 2005-A. That is going to reduce the residents who have not paid off our bond, it will reduce the annual bond payment by \$270. Their net increase will be \$52 for this new assessment. Unfortunately, for the people that paid off their bonds, it will not. The people that live in a new section, 2005, 2006-A, their bonds will be refinanced next year and so their savings will appear on next year's bond payment to the state. We also look out to year 2030. We've got a five-year plan and a 10-year plan. We need to wait probably 2-4 years based on what's going on right now before we address that 10-year plan because things can change so we need more information to make those decisions in 2-4 years. If you need further detailed information, Bob Zelazny has always presented to the Board a position paper that shows the actual things that we will be facing a more detailed explanation of the things that we're going to have to be spending money on. If any of you would like to keep this, you're welcome to make a copy and study it. That's all I have for the Board.

Mr. Mecsics: Any other comments. Angie?

Ms. Littlewood: I have a comment. I know you're all going to shut me down on this in a minute. The problem is, residents have come to me and said this and I think this is what this gentleman was getting at. Before we bought the golf course, we had a healthy amount of reserve and that money went on legal fees. Although we're not actually paying for the golf course now, we're actually paying to put the money back into the reserve that we used to pay for the legal fees for the purchase of the golf course. I think people feel we're pulling the wool over their eyes because they feel that we're now paying for the golf course and that's what the assessment is for. Correct me if I'm wrong, I'm sure that gentleman, that's what he's thinking.

Mr. Zelazny: For those who question the purchase of the golf course and the last \$400 assessment last year, there are papers available for you to read to cover the entire cost of the financing of the golf course, as well as the \$400 assessment last year in last year's budget. Hopefully that would answer any questions. Assessment money was used

to purchase the golf course. But it was to purchase the tract, it was to purchase the green space, not just the golf course, it enabled the residents to be able to use the fishing ponds, to be able to use the cart paths, and be able to use the bridges, and to enjoy the view of the community. It's just not the golf course. The golf club is separate from the golf course tract, and yes, the golf club was included in the purchase. But in that, we managed to get the Eagle's Nest and a profitable organization that after the lien is paid off, we'll start returning profits to the Board. But again, there are two position papers, if you want to understand the nuances of the purchase of the golf course and the \$400 assessment increase last year, and then this year's position paper talks to the assessment this year.

Mr. Mecsecs: Any other comments?

Mr. Hill: Addressing that we used up all the money to pay for the golf course, that's not exactly true. We opened this year with \$350,000 in capital reserve. The big expense has now gone on the Board, but the biggest expenses that I saw and Bob would purchase on the golf course were legal fees. Because the East was in and then the East was out and then the East was back in, they had to keep redoing documents over and over and it costs substantial money to do that. The actual purchase of the land, and I've seen this document that Mr. Mecsecs gave me, shows that we bought the land for \$677,000. He gave us \$440,000 back in membership dues. They left \$237,000. We sold the golf course to the East for \$230,000. That means we actually pay \$7,000 for the land that the golf course sits on. That is a heck of a bargain. Now, we did have to accept the bond on that land, which is \$400,000 and we're still paying for that. So yes, you are paying, but you could say that's golf course expense. But it was well worth it, at least. I hope the residents see it that way.

Mr. Zelazny: Let me just see if I can provide some more clarity on the purchase of the golf course. Golf course purchase price actually was \$660,000. That was after the \$240,000 in free memberships that we gave. The total cost of the golf course was \$1.2 million. That's how much money the legal fees were that Angie was talking about, golf course itself, \$660,000. Total cost for the golf course, \$1.2 million. That's after we paid all the legal fees and everything and the engineering fees. What was the word?

Ms. Burns: Due diligence tax and all that.

Mr. Zelazny: Anyway, it was \$1.2, so we ended up buying the tracts. We ended up again getting three additional holes which allow us to have our own 18-hole golf course going forward. But again, I would offer up the position paper on the purchase of the golf course so you understand the finances in deficit. Duff is exactly right. When the East pulled out of the joint agreement, that cost us somewhere in the vicinity of \$300,000 in legal fees. So, I still think at \$1.2 million for the golf course tract and the golf club and the amenities that it provides the residents, I think it was still a good deal. I ask you to read the document on the golf course so that you understand we aren't hiding any figures from anybody.

Mr. Mecsics: Then finally on the golf course, I know that was because two of us were on the Board when we made that decision, it wasn't an easy decision and you'll hear people say, it could have waited or this and that. I had close discussions with the seller of that property to us. I asked him point blank at one time, "If we had not bought it from you and COVID came along, what would have happened?" He looked me right in the eye and said, "We would have declared bankruptcy and closed it," and that ladies and gentlemen, we would may have been in litigation for many years while that property grew over and your house prices would take a dip like there's no tomorrow. Again, from these two gentlemen, I encourage you all to look at those position papers. I encourage you to talk to any of us individually or hopefully will allay some of the concerns and the fears and sometimes some of the misinformation out there for everybody.

Ms. Burns: I think we did a pretty deep dive on the budget when we had our budget workshop. Really, the only change that you're seeing to that now is the additional revenue that was generated from the assessment increase. The total per lot assessment for O&M this year, listed at the bottom, is \$2,608. That is a \$323 increase from the prior year. We've gone through this pretty thoroughly previously, but if there's any changes, let's start with the general fund. Everyone still good with that?

Mr. Hill: I would like to change several of them, but I think it's probably not wise to do this late, so I'd rather approve the budget as it is.

Ms. Burns: Okay. I just want to note one thing for the record. The debt service fund is listed. It has the 2005 amount. Those are the current amounts. At the time of closing for the refinancing, those numbers will be updated. The next resolution for certifying the

tax rate gives the District manager's office the ability to amend the tax roll. I just wanted to state that you will see in this budget, because these are the current numbers, we are going to adopt the higher amount in case anything happens and we don't close. We've approved that once we close, our office has the ability to adjust that number for the debt assessment down to the lower amount that we discussed as part of the refinancing. I just wanted to note that for the Board, that that's the case there for the refinance.

Mr. Mecsics: I think as the builder is finishing up on the last few lots, maybe this time next year then we can readdress the next set of bonds. Is that correct, Sarah?

Ms. Sandy: Yes. I think we've talked to the underwriter already and they have their eye on that as soon as we get to that threshold, they'll come back to us. I'm hoping it's next year.

Mr. Mecsics: Great. Any further discussion? Do we need to close the meeting?

Ms. Burns: We'll take a motion to close the public hearing and then we'll take a motion to approve the resolution adopting the budget.

Ms. Bosman: I have a question, I've been asked a couple of questions about landscaping, in particular the seven islands. Will that come next month when we discuss that?

Mr. Mecsics: Yes.

Ms. Bosman: Okay, I just wanted to be sure. All right. Thank you.

Mr. Mecsics: Any further discussion?

Mr. Hill: That's on your list of the 10 things. That I think the highest priority is that we need to vote on and get started on next month.

Ms. Bosman: Got it.

On MOTION by Ms. Littlewood, seconded by Mr. Hill, with all in favor, Resolution 2021-09 Adoption of the District's Fiscal Year 2022 Budget and Appropriating Funds, was approved.

On MOTION by Ms. Littlewood, seconded by Ms. McKie, with all in favor, Closing the Public Hearing, was approved.

ii. Public Hearing on the Imposition of Operations and Maintenance Special Assessments

Ms. Burns: Next, there's a separate public hearing for the imposition of operations and maintenance assessments and the resolution adopting the tax roll. What this resolution does is it just imposes the O&M assessment based on the budgets that the Board just adopted. It is technically two separate public hearings under the statute to actually impose that O&M assessment. We need to do that any time that there is an increase. We need just to state for the record, again, this public hearing has been advertised in the paper. We send the mailed notice to all property owners within the community. We just need a motion to open the public hearing.

On MOTION by Mr. Hill, seconded by Mr. Zelazny, with all in favor, Opening the Public Hearing, was approved.

Ms. Burns: Resolution 2021-10 is included in your package. Any public comments on imposing those operations and maintenance assessments and certifying the roll? I see none here in person. If you are on the Zoom line, you can use Zoom's "Raise Hand" feature to be called on. If you're on a phone line, we looked it up and it is star 9 that you can hit to raise your hand from a phone line. Seeing none.

Mr. Mecsis: We have one in the back.

Ms. Burns: Yes. Go ahead. Anybody who's here in person can come up to the microphone.

Tom Smith (5233 Green Drive): One question. Was the reserve study done before we purchased the golf course or after?

Mr. Hill: Bob, you'll have to answer that because I wasn't on the Board.

Mr. Zelazny: It was done about the same time, Tom. We started the reserve study about two and a half years ago. The golf course was purchased 18 months ago, then back six months or seven months for all the negotiations and stuff like that, so pretty much about the same time.

Tom Smith (5233 Green Drive): So the Board knew exactly or had a great idea of what the future expenses and capital improvements would be and still purchased the golf course at that time. Am I right?

Mr. Zelazny: We had a plan, the reserve study initially, which has been refined a number of times, we did have that at that time. So, we didn't know the specifics as to what the costs were when we purchased the golf course. But the golf course was looked at as a separate entity and a separate action unrelated to the other. If you were here when the purchase of the golf course occurred, there were two schools of thought within the purchase discussions. One school said, "There would be no assessment, no costs associated with it the residents wouldn't have to pay." There was another group that said, "There has to be an assessment. There won't be any assessments to operate the golf club, but there is an assessment to enjoy the general amenities which were brought about by the green space, the cart paths, and ponds." That was always anticipated. The \$400 increase last year was to pay for the promissory note, then a 2.5% increase in the general fund budget. That's what the \$400 brings you and we thought that was adequate. We thought we had enough, but there were four or five issues that came about that affected where we stand today. One is the fact that when we did our calculations, we did not anticipate the 7% that went to the county. That was my fault as I did my calculation. That costs us about \$200,000 over the window we were looking at. We also had the unexpected issues with the portico which was \$50,000. We have unexpected issues with the sixth hole restroom and the easement there which the Board believed was included, that the seller was going to fix those, make those right, that did not come about so that was an unanticipated cost that we had. There was the unanticipated expenses associated with the surge protector and the alarm systems that we put in because of lightning strikes over here. Then we added the Eagle's Nest as a section of the reserve study so all of that added to our situation where we are today.

Tom Smith (5233 Green Drive): I can understand that but I also anticipate that. Look what we're going through now in Afghanistan because they didn't anticipate it. It's your job to anticipate these things going on. You were so rushed to have this golf course. You never even sent out a letter to all the residents just to find out a headcount of who was for, who was against it, even though you've promised it, and who was for buying it later. The other part of my question is, I see all these paths. Where is the builder

responsible? Did we buy into a money pit? Jim says he faced this builder and the builder said directly to him, "I'll claim bankruptcy." He's a liar. He's always been a liar.

Mr. Zelazny: Let me just address to the people here about it. Duff talked about it a lot. When you buy a house, you only have a limited warranty. CDD II was built out in 2005. The building here is 2006. Stuff wears out. The reserve study is pointing out to us, and if you look at the paper, you'll see that most of the stuff has a planned obsolescence of 5-10 years and then there's a group that has planned obsolescence up to 15-20 years. We are at that time when our equipment is due to be replaced and repaired. The reserve study gives us that forward-looking vision. Now what we are attempting to do now by the assessment this year is to come up with a number that meets our obligations this year and gives us some flexibility to do unanticipated stuff going on in the future. If we were to look to fund everything that was in the reserve study today, we would be looking for an assessment of about \$600 just so that we could fund what's in the reserve study. We're trying to come up with a strategy and a plan that we can fund so we don't impact. There are three ways you can look at funding. One is, we can do assessments every year based on the anticipated cost for that year, and if we do that one year, it might be \$200, one year it might be \$300. But when you look at 2025 or 2026, increase in your assessment would be \$601. We're trying to figure out a way that we can come up with a number that has the least amount of impact to the residents over the longest period of time. Rightly or wrongly, that's just dollar-cost averaging. You have to do that. Because otherwise when you get out near the end, when Duff talks about the roads and the bridges, if a \$322 assessment only brings us in \$204,000, that is not sufficient to repave Pebble Beach Boulevard. For every \$100, we ask in an assessment it brings us in about \$60,000. Sixty thousand dollars doesn't pay for an awful lot. So while I understand your frustration, and you didn't want the golf course, I understand that. I don't want to belabor the point, but the issue for us is, as Board members, we're obligated to provide good facilities, maintain the facilities, and keep your property values up. Purchasing the golf course maintained your property values by every measure. Industry says, "You lose 30-50% of your property value if the golf course is closed." If we use 10% based on a \$200,000 home, we're talking \$32 million in lost property value on the West alone. We have an obligation to protect your property values and that's what we did.

Ms. Littlewood: We also have an obligation to be fiscally responsible. Since the bathrooms came up in that conversation, residents say to me, "Why do we need a bathroom there? A lot of golf courses don't have bathrooms." After that, I thought about it and they pass the HFC this way, they pass the HFC that way, where there is a bathroom. I know we're a long way down that road now and it's probably too late. But we could have looked at maybe just closing up that bathroom off. Maybe getting rid of that bathroom and save \$35,000.

Mr. Mecsecs: This is a Board that I was on. We voted to purchase the golf course and the golf course tract. Ladies and gentlemen, that's history, and we can't go back and change that. What we have to do right now is work to make sure, like Bob said, like Duff, Colette, Angie, that we maintain this community. If you look at a lot of municipal, and I do a lot of research on public administration, communities are being faced with infrastructure degradation and aging like they've never seen before, and Lake Ashton is one of those.

Ms. Burns: Just a reminder, this is a public hearing on imposing the O&M assessment and certifying the roll, so that's what all the comments about. If you have other comments, we will have another opportunity for that, so just go ahead.

Resident (5312 Nicholas Drive): My question here is, is the East part of the golf deal, or is the West just paying for everything but everybody can use it?

Mr. Mecsecs: I would offer you the paper on the golf course. The West operates the golf club. The East owns the land. We sold the land back to them and so they're responsible for the land, the roads, the bridges, and the ponds in the East, just like we are in the West. But we've purchased both of them, sold their land back to them, and we operate both golf clubs.

Resident (5312 Nicholas Drive): Okay. I do appreciate the work that everybody's doing. I know how hard it is to be the Board of Directors. But I have to say, it's really hard for two years in a row to get an increase. I understand it's still not that high compared to other communities. But I think you have to know that it's really hard to get the same increase over and over again. We really hope that that money goes into maintaining our community. If the golf course can be used by both sides, maybe we can think about a way of also getting some money from the other side so that it's not only the West coming through.

Mr. Mecsecs: Thank you.

Resident (5312 Nicholas Drive): Thank you.

Ms. McKie: In regards to last month, we spent a lot of time talking about cost of living and adjustment. Duff mentioned it, Bob mentioned it, and I just want to reiterate that even with the assessment last year and the assessment this year, we'll still be behind on the cost of living adjustment. We have not caught up. So if in 2023, there is an additional cost of living adjustment, we will be that much further behind. It's not about that we're ahead and we have a lot of money to spend. There was not an assessment done for 17 years until 2020. Every year we fell behind in the revenue that we could have had if we'd kept up with the cost of living adjustment and so we are still behind. I just want to make that very clear. We spent a lot of time on it last month and it's been discussed here, but we are not ahead. We are still behind.

Ms. Burns: We do have a raised hand on the Zoom line. Leslie Jacobson, go ahead. You're unmuted on our end. You just need to unmute yourself on your end.

Resident (Leslie Jacobson): Obviously, nobody likes to open their mail and see they're going to pay more money. I'm not aware of anybody who loves it. However, the members in the community have to be realistic about what is going on. These are not frivolous expenses. This is for maintaining our community. We need to really appreciate the job that this Board is doing. While I have not always agreed with everything they do and I don't expect I ever will, I do want to express my gratitude for the job you guys and gals are doing right now in the face of what I think is an extremely difficult fiscal situation. I certainly understand people saying, "I don't like to see the increase." But when you compare the value of our community to others in the area, we still have a fantastic community and at an extremely reasonable value. I wish there was a way to communicate this to everybody, especially the detractors. I don't see any other way it can be done, so keep up the good work. My last comment is, I would like to see the Board continue to inch forward on reunification. I think ultimately that's where we need to be. I know it's got millions of problems and all that. But keep moving even if it's by inches to the ultimate place we need to be, which is a one community. Thank you all.

Mr. Mecsecs: Thanks, Leslie.

Ms. Burns: Thank you. I think we've got one more raised hand, it says, Ronald. Go ahead. You are unmuted on our end. You just need to unmute yourself on your end.

Resident (Ronald): I have to reiterate the last gentleman's sentiments. We have not had an assessment for 17 years or thereabouts because the builder wanted to artificially keep things down so that people would buy his property. Now we have to pay the piper and make it up.

Ms. Burns: I'm sorry, I don't want to interrupt you, but we're having a difficult time hearing you. I don't know if you're far away from your computer, if you can maybe get closer to the speaker or the microphone. It's cutting out a little bit. If you want to start over.

Resident (Ronald): All right. I'm sorry. I believe that the builder kept our assessments artificially low by not having assessments so that he could sell property. That being said, we now need to catch up. We have an aging community and we need to have the money to be able to maintain the standard we've become accustomed to. As much as I don't like to have an assessment, I think it is justified and necessary, and I won't be surprised if there are more down the road. Thank you.

Ms. Burns: Thank you.

Mr. Mecsics: Thank you.

Ms. Burns: For those of you who couldn't hear, I think the gist was he thinks nobody likes having their assessment, but he feels that it's justified at this time.

Mr. Mecsics: Okay. Any further public comments?

Ms. Burns: That's all the raised hands we have on the Zoom line. We just need a motion to close the public hearing.

On MOTION by Ms. McKie, seconded by Ms. Littlewood, with all in favor, Closing the Public Hearing, was approved.
--

a) Consideration of Resolution 2021-10 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Burns: Then we have the motion unless the Board has anything else to discuss. I do want to note one thing, the tax roll that is included for the 2005 area does have the lower amount. We're going to amend that for approval for the higher amount of debt assessment. Again, our office can adjust that at the time of closing. But if we adopt

the higher amount, that gives us a little bit more flexibility. The 2005 assessment area where it notes \$998.74, we're actually going to adopt it at the current rate of \$1,263.44, and then adjust down after closing. Just a motion to approve as amended.

On MOTION by Mr. Hill, seconded by Mr. Zelazny, with all in favor, Resolution 2021-10 Imposing Special Assessments and Certifying an Assessment Roll, was approved, as amended.

D. Consideration of Resolution 2021-11 Designating a Date, Time, and Meeting Location for Fiscal Year 2022 Meetings

Ms. Burns: The schedule that is in your package is the same as when we currently meet, which is the 3rd Friday at 9:00 a.m. at this location. We did include it for every month. There was some prior discussion about perhaps going back to the every other month. If you want to adjust that, we could adjust and note that for the record, but we put it in there with all of it just to give the Board an option. Entirely up to the Board if you want to stick with the monthly or go with that every other month that we had talked about a couple of months ago.

Mr. Mecsics: My perspective is that we leave those dates there, but then we reserve the right that we have each one of our meetings. If we find that we don't have anything and we're just spending the money for staff, we just push it to the next meeting and then move it on. Any questions on it or any discussion?

Ms. Littlewood: I think we should have meetings every month, but I think we should limit them. I think having four hour meetings every month, the residents get fed up and I glaze over, quite frankly, so I think we need to limit the length of meetings.

Mr. Mecsics: Thank you.

On MOTION by Mr. Zelazny, seconded by Ms. McKie, with all in favor, Resolution 2021-11 Designating a Date, Time and Location for Fiscal Year 2022 Meeting Dates, was approved.

F. Discussion and Voting on Funding of Capital Projects for 2021

**This item was tabled to the next meeting*

G. Landscape Update and Wetland Mitigation Update *(given by Supervisor McKie)*

Ms. McKie: For landscaping, the last day for Yellowstone landscaping was the 15th or Friday, and our new landscaper started on Monday the 16th. First, I'll talk about Prince and Sons. They're going to be doing the mowing throughout the community and handling the dog parks as well, including the hedges and things there. There's a lot to get to know because it can be very confusing where the golf course land is versus the CDD land. They are here today, three days this week, getting to know the property. There are also areas where they're having to do some catch-up because of Yellowstone not taking care of the areas adequately. For example, since the termination letter to Yellowstone, me and Mary have received emails and phone calls, dozens, in regards to land behind people's homes, often not having been taken care of for quite a bit of time, sometimes several months. For example, there was a woman, I went to her house and she showed me that right beyond her property line, there were six-foot weeds that had not been there two months ago. Half of the retention pond slope across had been taken care of fine, and there is construction going on there, but they just stopped. Some of the weeds, or bushes at this point, were six feet tall. Those will be taken care of today. Alan came out to make sure that the grading was okay to do so. He also informed me that those slopes, and this is at the pond at hole 6, had been initially seeded with Bahia grass. Now there's nothing there that you can tell would be grass. They will be taking care of that today, and then we'll see if Bahia grass starts growing there. Also, the lift station on Hogan Lane was not adequately taken care of and a resident came in and said that people had been complaining that at the curve, people in cars and walking, and bicyclists were having trouble seeing. That should have been taken care of for months by Yellowstone. Quite frankly, I ran out of time trying to get them to follow up on areas that had been neglected. I notified Prince and Sons, and that Hogan lift station should be trimmed, if not today, Monday or Tuesday of next week. They plan on being here for one or two days a week. They have more people working here than Yellowstone did, and they will make adjustments as they need to. They've been very responsive, very concerned. When I've asked them to do things, they've done it immediately. Now I have to say in some cases, Yellowstone, of the many areas, when I contacted them about an issue, usually within 48 hours they took care of it. The problem

I have with that is that we pay them over \$160,000 a year, Yellowstone. That's \$17,000 a month. I don't think that we should be having to ask them to do their work, and that the residents should have to be asking for help from the CDD to have them do their work. So that is one issue. I know that the East has a field manager and that has been brought up several times, that is through GMS. However, I don't see that as really viable in our community. That's just not how we work. My suggestion is that, and we don't need to talk about it today, we consider expanding some of the scope of our community director, our supervisor manager, our maintenance manager, and our maintenance assistant to do some of the things that a field supervisor might do. For example, supervisors come and go, and some people may not have the interest or the knowledge about plants, or really be able to delve into it and know what should be done. However, we can have staff be trained to know what to look for so that they know if something is falling behind that it be taken care of. That's one of my suggestions. Now with Fox Hollow, they're handling the entry, the seven islands, and around the HFC. They came in on Monday with six people. They're contracted to come in with four, but they knew it was the beginning of their work. They came in with six people, a six-person team, plus the two owners. I got a call at about eight o'clock in the morning from the owner that I've worked with the most, telling me that, "Colette, the condition of the seven islands was atrocious and there were weeds that had been there for months." I went there immediately and they showed me that, for example, in some of the hedges, for a lot of the hedges, there were weeds that had grown up for months, if not years. What Yellowstone did is take the weed eater and just even everything out so that you couldn't tell that the weeds were there. The problem is that since Yellowstone has cut back on what they're doing, those weeds were showing up. This particular company, Fox Hollow, they pull the weeds. They don't just cut off the tops. They had their six people. Four of them were pulling weeds for four hours and were not able to finish the islands. Two people were spraying Roundup where they could, where it would not damage other plants. So, they weren't able to actually start the general maintenance that they were contracted to do. In a sense, they're already a day behind. They are contracted to have four people here, two times a month, for eight hours. That's double the people that Yellowstone had on a three-week rotation. We're getting more attention to the HFC land than we had before. I asked them where that put them and

where they put us. They actually sent a letter which was sent on to our chair asking for three extra days between now and the end of September so that they could catch up on the cleanup, and that's what it is. It's cleaning up what hasn't been done and to be able to also start some of the maintenance. The cost for three extra days would be \$1,600 a day, which would be \$4,800. I don't know what the Board wants to do. If we choose not to fund that extra work, then we've got to be realistic and understand that there's a lot of catch-up that will need to be done and Fox Hollow should not be held responsible for being behind or for the weeds to still exist. One of the things also that Yellowstone did is it was a really positive thing. I thought when they put down new mulch which had not been done for over a year. What that mulch did is it covered up weeds, the low-growing weeds. Again, since they've pulled back on what they're doing, those weeds went up through the mulch and were growing. It was camouflaging the weeds that were already there. So that's another area where they have to pull weeds. I took 184 pictures of weeds throughout the islands and around the HFC because it was everywhere. I don't know what the Board wants to do in regards to that.

Mr. Mecsecs: Jillian and Sarah, I know we haven't provided the final payment to Yellowstone and I'd like you to look into that. How the contract reads is if we can recomp some of that, that we may have to use to catch up and see what they haven't been doing.

Ms. Burns: I did pull their contract to check what it said about the weeding. It does not require them to hand pull. They have the option to hand pull or treat chemically. The contract is not specific to say all weeds must be hand pulled. It does offer another option which is pretty standard. Generally, hand pulling is more of a specialized porter service. Like we've now contracted with Fox Hollow. We can attempt to go back to them. My guess is that Yellowstone may say it's not in the contract that they had to hand pull them.

Mr. Mecsecs: Okay.

Ms. McKie: The problem with that is that you can only use Roundup or other chemicals if there are not other plants around and the weeds just stay there. Again, I'm hoping and it sounds like the Fox Hollow has a different standard of care for less price than Yellowstone. But it really illustrated to me that we have been overpaying them for quite a period of time for the standard that they've taken care of the West.

Mr. Mecsics: Can we please take a look at that one more time just to review and just query them to see what the overall feeling is on them?

Ms. Sandy: We can take one more look at it. We did not provide them notice or an opportunity to cure under their contract, which is typically the first step when you would allow them to attempt to cure that before you can withhold the payment.

Ms. McKie: What are you saying, cure?

Ms. Sandy: Cure, so you let them know of the deficiency and then let them come in and make it right.

Ms. McKie: We didn't know about it until Monday.

Ms. Sandy: Understood.

Ms. McKie: Their last day had been Friday.

Ms. Sandy: Yes. I understand. That's just typically the steps under a contract. If you're going to withhold a payment, you'd have to notify them of the deficiency. Let them have the opportunity to cure it. If they did not, then you can seek out an alternative and essentially bill it back through withholding the payment. Those are the typical steps. Like Jill said, we can reach out to Yellowstone about it.

Ms. McKie: Well, if nothing can be done, we just have to realize the two different standards and how we've been taken advantage of from my perspective.

Ms. Littlewood: I think it saves some money out of the landscaping budget from last year. Would there be enough in that landscaping budget to cover this \$4,800?

Ms. McKie: I was going to talk about that next meeting to be used actually for the seven islands.

Ms. Littlewood: No, we can't keep with that. We're supposed to be looking at how we can save money for these residents. If there's \$4,800 left out of the landscaping budget, then that's what it should be used for, in my opinion.

Ms. McKie: It could be, certainly. There is I think \$8,400 left out of the \$15,000. But that \$15,000 is for new plantings, not for maintenance or cleanup.

Mr. Mecsics: Two things: one, I think you've got it farther down in the agenda, the mowing behind Pinehurst Loop.

Ms. McKie: Correct.

Mr. Mecsics: You've provided some pictures, that clearly is money that we should be able to recoup from Yellowstone because they haven't been cutting that forever. I think Colette notified them a couple of times on that. Didn't you?

Ms. McKie: Correct. They said that, no, they were not going to do that, but that was the developer's problem.

Ms. Burns: Do you mind if I provide some clarification on that? That land was part of the golf course tract purchase. This was not CDD common area that was being maintained prior to the golf course purchase. When we purchased the golf course tracts, it was bought as is. It looks like that area has not been sodded, I think, from what Yellowstone was saying and done.

Mr. Mecsics: No, it's not sodded. It's the bank from the house to the lake. After we purchased the golf course tract and we re-negotiated Yellowstone's contract, that land behind Pinehurst and behind the sixth hole is in the Yellowstone contract to be cut by Yellowstone on the same schedule as the homes behind Pebble Beach because it's on the same lake. What they do is they've gone to a certain point and stopped.

Ms. McKie: The map that I referred you to that we used, it shows that it should have been done by the CDD.

Mr. Mecsics: Anyway, my point is, I think we should be able to recoup some money from that because they were told numerous times that that needed to be cut and they were provided pictures by Colette to have that done. Secondly, just about the \$4,800 to jumpstart the landscaping. I would support the \$4,800 now to get it done so that we can have a true evaluation of the conditions of the center aisles so we can decide. Let's get it done and let's get it right and then we can figure out where we go from there because there are savings already in the Yellowstone contract and if we get additional monies back, it's not an additional expense. I would like to go ahead and try to get that done right away so that we can see what we have in the islands because in September, you're going to make a presentation, I understand, on the islands so we would have an idea of what it looks like when it's properly maintained.

Ms. McKie: What that would allow them to do is to come weekly for eight hours with at least more people.

Mr. Mecsics: Sure. Okay.

Ms. McKie: I know that there was mentioned that in regards to getting money back, we're not paying Yellowstone their last fee that it had to be if they didn't show up. They were here but they didn't show up for the job and there's something not right about that.

Ms. Sandy: Yeah, understood. Did you have a estimated cost from Prince and Sons for that mowing that needed to be done on Pinehurst?

Ms. McKie: I can get it. It's in their contract so it was not itemized, but I can ask.

Ms. McKie: Yeah, they're doing it for the first time today.

Ms. Burns: Usually, what we are asking for is like a one-time low cost. Like, if you were going to come in and do a one-time mow of whatever.

Ms. McKie: Yeah, I'm sure. I just did not ask them. I'm sure I can get it.

Mr. Mecsics: That particular piece of property is supposed to be mowed 42 times a year.

Ms. Sandy: Understood.

Ms. Burns: Getting the one-time will help us calculate that cost.

Ms. Sandy: Yeah, and it does look like the final remaining payment for Yellowstone. I think we only have about \$6,000 left to pay.

Ms. McKie: Correct.

Ms. Sandy: I just wanted to point that out to the Board in terms of recovery and what we're asking from them.

Mr. Zelazny: Yeah. I do think we ought to move forward with getting the islands done based on the savings we did by changing the contracts. Colette went out and renegotiated the contracts. We did come up with the savings this year.

Ms. Sandy: Correct.

Mr. Mecsics: We should apply that and get it done. With regards to the \$4,800 to remediate what Yellowstone did not do, that's within my authority, isn't it?

Ms. Burns: Do we want to give Yellowstone a chance to do the work?

Ms. McKie: It's already going to be done today. That's likely already done.

Ms. Sandy: But you had previously pointed it out to them.

Ms. McKie: Oh, yeah. I sent pictures. It's either by email or text and I think Jillian and Ms. Bosman were copied.

Ms. Littlewood: Were they under the same assumption as Jillian was, that it belonged to the golf course.

Ms. McKie: They have the same maps that I do.

Mr. Zelazny: It came under the golf course tract purchase. But when we negotiated for them to pick up the golf course tract, non-golf course-related land associated with the golf course tract that was included in their contract.

Ms. McKie: The map that Yellowstone has is the same as Prince and Sons has and it's marked the same way.

Ms. Burns: I just want to clarify one thing about bringing up the point, that it was part of the purchase for the golf course tract. Originally, when it was brought up when Colette and I were discussing it is because generally those banks were being sodded after the homes were completed by the developer. So my point in saying that part of the golf course purchase was that we purchased that land as is at the time. I think there was some previous discussion about going back and seeing if they were going to sod that area. That was my point. Not necessarily the mowing schedule, is that it was part of the golf course purchase and that it was unlikely the developer because I think that was your original question when you sent it over, that Dana was saying that the developer would sod those upon completion. That was not likely.

Ms. Littlewood: I personally think that we should wait to see if Yellowstone will come back and sod these weeds so that we're not paying out the extra \$4,800 or see if Jillian and Sarah gets the money back before we actually pay up.

Ms. Sandy: Do you want to wait and see if Yellowstone does what with the weeds?

Ms. Littlewood: We need to give them the opportunity to come back and sod the weeds, in my opinion, as part of the contract, or see if we can get some of the money back from them. Stop the payment if we can do that, then it won't look like an additional payment to the residents.

Ms. Sandy: Has it already occurred?

Ms. McKie: What's that?

Ms. Sandy: The weeds have already been pulled?

Ms. McKie: They started but they could not finish in eight hours. They couldn't finish it. It's not just the seven islands, it's all around the HFC.

Mr. Mecsecs: But if we hesitate, Angie, that stuff is going to continue to grow right back again and that's why my personal feeling on it is that let's get this thing. Like Bob said, we have a standard. We'll do the other one to recoup the funds from Yellowstone.

Ms. Littlewood: But we're not talking about weeks, are we? How long will it take, Sarah, to sort this out with Yellowstone?

Mr. Mecsecs: It could take weeks. With all due respect to our legal folks over there, it could take a long time.

Ms. Sandy: We have to provide the notice and then the opportunity to cure to come back out. We can certainly push them to do it as quickly as possible.

Ms. McKie: Why? I think that would just cause such confusion about whose job is what.

Mr. Zelazny: Yeah. Again, part of the problem, Sarah, is that with the mowing part, Prince is doing that today. With the weeding part, I think they got up through the two front beds and two islands. A third of it is done but they need to have more time to finish up. Fox Hollow has already done half of their work.

Ms. Sandy: Right. What I can do is reach out to Yellowstone, let them know that the Board has moved forward with the contractor in doing these items, that these were the costs, and that we intend to offset it. But the question is if they come back and pursue it anyway. If that's the case, it depends on the back and forth and how much negotiating there is. There might be a point in time where it would just not be worth the cost.

Ms. McKie: We might just have to bite the bullet. I think Bob is right. How do we make it right so that we're not continually behind?

Mr. Mecsecs: Do we need to hold a vote for that or can I use that under my contingencies?

Ms. Burns: With staff direction.

Mr. Mecsecs: Okay. Then the rest of this continuing on to the Yellowstone as Bob was talking, not Yellowstone but Fox Hollow, to finish this thing up so we have a standard. Do we need to vote on that?

Ms. Burns: If it's an addition to that contract, then yes, we would want a vote on that. I just have one point of clarification. With Fox Hollow, did they say that they could catch up on the weeding, and it would just take longer?

Ms. McKie: They need three days. They would like to catch up so they can start the maintenance. It's very difficult for them to do both.

Ms. Burns: Generally, how a landscaping contract is set up, and this is a little bit what Clayton was talking about, is that you want a very defined scope of work and then they bid that scope of work. Whether you send six people one day a week or two people three days a week, that doesn't necessarily matter to us, the amount of time and hours that you are spending on site. There is a scope of work that defines what needs to be done and how they want to break that up during the week, if they mow two days a week and pull weeds a third or they have enough people to send in and do it all in one day, I don't think that District necessarily cares. I have a little bit of concern about saying, "Well, we had this many people, we sent two more people." If this is not clear, we are going to have a continual problem with them saying, "We need more days and more manpower in order to perform the scope of the contract." I understand, obviously, at the beginning they have some catch-up work to do but I would like to bring that up as a point to the Board. If we're talking about additional man hours, that's not generally how a landscaping contract is bid. It will have two people either two days a week for eight hours, and anything beyond that, it's going to be additional charge.

Ms. McKie: I think you're making it too complicated. They're asking for three days to do a cleanup versus general maintenance which is what they were contracted to do.

Ms. Littlewood: But this is the first week and they're already asking us for more money.

Mr. Mecsecs: That's because Yellowstone didn't do their job.

Ms. Littlewood: That's the point that you are making, right?

Ms. McKie: I don't know what to say.

Mr. Mecsecs: Well, it appears that we're faced with either giving them or not giving them. I think they'll do the additional work to catch up and then continue on to normal schedule of what they're supposed to be doing or we push it further down the line.

Ms. McKie: We can ask them to have two people do general maintenance and two people do the cleanup.

Mr. Mecsecs: That will impact upon the general maintenance and everything else.

Ms. McKie: Absolutely.

Ms. Littlewood: I think what Jillian is saying is, what does the contract state? Does the contract state that they are going to be weeding and taking care of the plants or are they just going to be taking care of the plants?

Ms. McKie: This isn't normal weeding.

Ms. Littlewood: No. What does that contract say? Are they pulling weeds and taking care of the plants? Is that what the contract says?

Ms. McKie: Correct. Yes.

Ms. Sandy: I should say it's not that atypical, that when a new landscaper comes in and find things from the prior landscaper and says these are cleanup items that the prior landscaper failed to address. I have seen this before in various forms, so it's not that atypical. Jill is just making sure that we're watching that moving forward, that they're not coming back and saying we need additional to do the day-to-day. I think this is probably the expectation that should be conveyed to them. This is a one-time thing to get us to the starting point and then you'll be doing it under the cost that you proposed.

Ms. McKie: I think when a person who's owned a business for over 20 years says the condition is atrocious, that's different from, "It's just a little bit of clean-up that we need to do."

Mr. Mecsics: I think to put it in the legal terms, this addition is to remedy the situation, to start whole again and then move forward. If we need a motion on that, I'll make the motion that we authorize that and make that remedy the deficiency that we were left with, and then make the property whole, and then from there, we can move on.

Ms. McKie: I think is if they only need two days or one day, they'll be honest about that.

Mr. Mecsics: Any further discussion?

Mr. Zelazny: Collette, on their catch-up, I thought they were doing a marvelous job out there by the way. During their catch-up, can they remove all of the dead plants? I mean, they've done a lot of weeding but when I drive by, it looks like they've left some of the dead hawthorns in place.

Ms. Littlewood: Surely that's not part of weeding though. Surely that's part of taking care of the shrubs.

Mr. Zelazny: Well, I'm just trying to get to the baseline.

Ms. McKie: I can ask them.

Mr. Zelazny: It was just a question.

Ms. McKie: I don't have an answer.

On MOTION by Mr. Mecsecs, seconded by Ms. McKie, with Mr. Zelazny, Mr. Hill, Mr. Mecsecs, and Ms. McKie in favor, and Ms. Littlewood opposed, the Landscape and Wetland Update to Approve an Additional \$4,800 to Fox Hollow for Additional Landscaping Bed Clean Up, was approved 4-1.

**At this time the Board took a 10 minutes recess.*

Ms. Burns: For those on the Zoom line, we're going to jump back into the meeting. Just for the record, we are on Item G. We've done the landscaping update. We're going to move into the wetland mitigation update.

Ms. McKie: In regards to the wetlands, the Hart Lake, in the contract that had been proposed that the final date was August 7th. I received three checks from Hart Lake residents to pay for the trimming to three feet and they returned those checks to those residents on August 2nd or 3rd. The feedback that I got, mostly phone calls, some emails, office visits, or being stopped as I was out and about. I was asked why the invasive plants weren't being removed, replanted, and then being maintained and I explained to them that that had been one of the options that was not carried through, was denied by the Board and they asked me if cutting the plants to three feet was a waste of their money. I couldn't answer that for them. What I did relay to them was what I've been told by Applied Aquatic and that was that was in 3-6 months the residents may be very unhappy with the results because the plants will grow and they will continue to grow. Some people contacted me and said they really didn't think the plant growth hindered their view, so they were not interested and most of the people who contacted me were people who had not attended the meetings or listened to the meetings or read the minutes of the previous meetings. On Rattlesnake Lake, the Hogan residents, one check was delivered to me to contribute to the trimming of three feet and that check was returned to the household on the 2nd. Again, I heard from people who said they didn't perceive that the plant growth was an issue and others said they would contribute to only their household being done

and other people said they felt the CDD should pay for all the wetland work. So that's all I have to say. At the last Board meeting, there was the decision that that was the end of estimates and contracts and things like that. In regards to the Pebble Beach, the last meeting was eye-opening. I was asked questions by residents that I really could not answer in regards to what happened at the meeting and what had happened before the meeting and then after the meeting. Since we can't talk to each other, I have those questions and the only way I could figure out organizing them was by date and I tried to put them together in a more succinct manner versus long conversations that people had with me that I really couldn't answer. So I have some quotes from some of the emails that were sent about the Pebble Beach wetlands and which prompted questions from the residents. So the first one is from an email sent on the 29th to residents. Here's the list of residents that I will be looking to receive a check in the amount of \$200. Some residents expressed that they felt pressured to pay the fee and the question came down to, is it acceptable conduct for a supervisor to apply peer pressure on residents by distributing residents' names to all the residents who were expected to make the payment. Then at the meeting on July 18th, at the Board meeting, a supervisor asked, "Are you doing it as a Board member of the CDD?" The response was "No" and that eventually led to a whole discussion from the attorney about conflict of interests and people having to abstain from voting because they lived in the area the vote was taking place. So I was asked, "Is it a conflict of interest for a supervisor to lead a major CDD II owned land project but then say he was not acting as a supervisor?" Is it appropriate to say I'm only doing this as a resident and at the same time contacting a contract vendor for work to be done on CDD II property? Is it acceptable for a supervisor to organize and send emails about a major CDD II project, but then say it was only done as a resident? Is it acceptable for a supervisor to only do something as a resident in order to get around Sunshine laws?" Another quote on July 18th from the Board minutes. "I'm a member of the CDD, but Archie came out, and Collette went out and looked." I was asked, well, Collette, you approved what was being done. I had to tell the resident asking and said, "No, I was not involved and I never went out and looked. I only found out about it from someone at the driving range." The person said, "Oh, can you tell me about this? We know how much it's going to be." I said I have no idea what you're talking about. That conversation took place after

the first estimate was already done. A resident asked me about a portion of an e-mail. "I believe we will all get to enjoy a much-improved view out our back lanais." That was on the 26th. The question was, is it a conflict of interest for a supervisor without the knowledge or approval of the Board to initiate a major CDD project that personally benefits himself and involves dozens of residents and collect over \$5,000? On August 6th, an e-mail is sent out, "Would you reach out to Collette and inform her of situation? I would like to get a couple more quotes. I would like them from Yellowstone and Prince." Now that was sent to Jillian. Then later on that day, an e-mail was sent out to those residents saying that Collette was going to get estimates from two vendors. So residents came to me and said, "What are those two vendors?" I knew what they were and I explained to them that neither of those vendors were certified management companies. So the conversation went from there. I was asked, "Is it a conflict of interest for a supervisor to have previously supported only contracting certified aquatic management companies for CDD wetland work, but then when it's wetland behind the house? Is that okay?" I couldn't answer that question. Then another e-mail went out on August 6th saying, or a portion of it said, "It is unacceptable that we are expected to pay almost \$2,000 more for 60 days growth." Well, in an e-mail, it said that the contract was final on May 29th. That means the way that Applied Aquatic does their contracting is whatever the end date was, 30 days before April 29th, was the beginning of that contract run, that 30 days. It really wasn't 60 days growth, it was 90-day growth. I just said a little bit ago that in 60 days, we had a resident have six feet of growth in 60 days. There was question about, that was pretty stringent of Applied Aquatic to not give the same amount for the second contract because it was only 60 days. But we forget how much plants grow, especially during the rainy season. The final e-mail was actually yesterday. These are more my questions rather than questions from residents. Part of the e-mail said, "The increasing costs are attributed to the removal and carrying away of debris. As I feel strongly that we must do whatever it takes to preserve our view, I'm moving forward and turning the checks over to the CDD and committing us to the contract in the morning. I am covering the difference in order to get the area cleaned up." What struck me in that e-mail that was forwarded to me by a resident was that never in any of the e-mails was it clearly stated to the residents that the work that will be done is trimming bushes to three feet. Those are the bushes that are allowed to be trimmed by

SWFWMD. Some of the plants cannot be trimmed, and some if they have a certain diameter of the trunk, cannot be trimmed. When people came to see me, they thought that the plants were going to be removed. When I told them that that was not the case, they were very confused. They said, "Why haven't we been told what the actual work is?" I think the term "removal" and "cleaned up" is not enough information for them to know what their contribution is being spent for. Again, I was asked about "What it takes to preserve our view?" I can't answer those questions about conflict of interests. This experience, along with the landscaping experience, really impressed me in regards to the question of a field manager. I don't see how a GMS field manager would fit in with the way this Board works. Possibly expanding the community director, the maintenance supervisor, and the maintenance assistant with some functions. For example, if all estimates went through staff, we would not be in this situation. Estimates would be garnered by the staff and they'd be reported to the supervisors just to make our role more of receiving information and making final decisions or asking for more information. These were very awkward and difficult conversations, and this is very awkward and difficult for me to present. I think the residents need to know what are our boundaries, if any, or are we autonomous? I need to know where the Board fits in. What can I do, or where I should come to the Board. People have said Collette has taken so long to get anything done, but I came to the Board. So I had to wait from month to month, from one decision to another. Actually, this Pebble Beach project has taken at least five months. I think we really need to either have some guidelines of what is appropriate or figure out some other ways to work. Because everybody involved in the wetlands, all the residents, and I'm certainly very confused about where we stand. I was confused enough and concerned enough with Rattlesnake and Hart Lake, but now with Pebble Beach, I really don't know where we are.

Mr. Mecsics: Hold on, Jillian, do you want to address the Pebble Beach one specifically?

Ms. Burns: Yeah. Just to make sure that there is no confusion to residents who have submitted the checks, I'm going to e-mail everybody who submitted a check for that area, a copy of the contract, so they know exactly what's being done and give them roughly 24 hours to let us know if they have any concerns about the scope which would still allow us to go forward with getting that contract signed. I am going to try to reach out

to Archie and see if he's able to hold that quote for one or two more days just to see in case we have any issues. But we're going to make sure that everybody on that area has the copy of the contract and we're going to give them a certain amount of time to say, if you have any objection with your check, please let us know by this date. After that, we have all the checks, we're going to sign the contract and submit it.

Mr. Mecsics: All the folks involved will be notified.

Mr. Hill: What is the amount on that contract right now?

Ms. McKie: Sixty-six hundred dollars.

Mr. Hill: Pebble Beach?

Mr. Mecsics: Yes.

Ms. McKie: That is Pebble Beach and it's also the same amount as Rattlesnake on Hogan.

Ms. Littlewood: Can I make a comment?

Mr. Mecsics: Yes, ma'am.

Ms. Littlewood: First of all, everybody on Hart Lake knew exactly what was going to be done because I was the one that sent out the letters. I did send emails. I actually physically went around and handed letters out and spoke to people. They knew exactly that it was only to be a cut down to three feet. They all knew that. But the other thing is, it's been dragged out for so long and I thought we had it pinned down. I can't remember what month it was when we said we were going to do this letter, this form for them to fill in like the arc and they were going to submit it to a contractor. The brief was to go back and get the names of three contractors who SWFWMD had no problems with. Then those three contractors would have been pinned to the back of the form that the residents would be filled in. They knew exactly who they could contact. They could contact one of those or all of them and get quotes and then go with the one that they wanted to. But some of that got translated into, "Well, there's going to be 400 or 200 contracts," which it is not. That is the simplest way to do it. That way everybody gets what they want, everybody pays what they want to pay, and still working with contractors the CDD approves and the SWFWMD approves. I don't see why we can't go back to that and why that's an issue.

Mr. Mecsics: I know that thing has evolved over the last couple of months and actually, this whole stuff has been going on since when I first came on the Board. I went

back and looked at my first Board meeting in 2014 and this was discussed at that time. It was deferred. The issue as we had talked about of having each individual negotiate, they're negotiating for not their property. That's why it was said the contract has to go to the CDD, no one else, because it's not an individual resident's property and that's where we came up. I think the research found out what some of the other contractors that won, they weren't willing to do smaller parcels. Again, correct me, Applied Aquatics was the one that came back in and said, "We will do it but only to a certain amount of tracts, not individuals, because it's not cost-effective." To clarify that again, and I'm not going to get all upset, that property is CDD property. Anybody out here, I can't negotiate as a resident and when Bob said he was a resident. We are supervisors 24 hours a day and that's why we had to be careful with the Sunshine law because I can say, "I'm a resident, can I talk to you?" I can't because we are supervisors. That's the reason why I ended that. Again, correct me as to why that was all modified.

Ms. Littlewood: But the point is that there are tons of contractors out there. I emailed someone when this still started. She said, "I can't give you a list of contractors but if you find somebody and contact me, I can tell you if we've had an issue with them. I can do it that way." There are contractors out there that we could contract and to keep going back and saying, "It's CDD property and the contract has to do with the CDD." We all get that. We all get that but you're wanting the residents to pay. If we, as a Board, approved three contractors and give those to the residents and say, "These are the contractors that have been approved by us and by SWFWMD that you can use. You can't use anybody else. This is the form. It has to come back through us. You can contact these contractors. You can negotiate for your piece of land. If they'll do it, if they won't, fine. But if they'll do it, you can negotiate your piece of land; the piece of CDD property that backs onto your property. You can actually negotiate for that. Then you pick the one that you want to do the work and we'll approve it as a Board. The checks will be made out to the CDD and the CDD will pay the contractor." I just don't see any confusion or any difficulty.

Mr. Mecsics: Again, the negotiation has to be with the landowner, not with the resident that has a property adjacent to the CDD property.

Ms. Littlewood: I saw a supervisor goes with, "Is there present when the resident is talking to the contractor?" We say, "Well yeah, you can do that if you want." I just don't get. I think it's just been made really more complicated than it is.

Mr. Meccsics: Okay. Thank you. Anything else?

Mr. Zelazny: Let me see if I can answer some of Colette's questions or the residents' questions. This started outside of the approved channels because I asked Applied Aquatics to give me an estimate as to how much it would cost to do my side of Rattlesnake Lake. He provided a quote. At that time, the quote was provided to me and a copy was provided to the District and not at the same time. It followed later. I took a flyer to every one of the 34 homes, identified myself as a resident. I said, "I am not speaking on behalf of the Board or as a Supervisor, I am speaking as a resident and I have an issue with the buffer. I have a quote. Are you interested in participating?" I followed it up with another handout. The same information. We set up a town hall meeting, if you will, for our residents that were involved to come and discuss the issue. We sent out the information and we said, "This was what the quote was, how much would you be willing to pay if you want to participate?" That was the question. How much are you willing to pay if we want to move forward? We got responses back from 25 people, all ranging in money from \$200-\$280. This is herding cattle. This is a five-month process to do it. Once we did that, then we had missed the gait, the end of the bid period, which then required them to do a new thing because we were prepared to move forward. He gave a new bid. He did not send the bid direct to me. He sent it to the District. I got it. Secondly to that, I sent out again a note to the residents that were involved and only to the residents that responded positively. I didn't identify anybody who wasn't participating. I identified those that committed to funding. I said, "We're going to move forward, then I need a check for this amount so we can move forward." That's all we did. I received checks from every one of the individuals. In this entire process, I have not received one call, one question, one email from any one of those residents on moving forward where I might have initiated the program by asking Archie how much it would cost to see if it was worthwhile pursuing. After that, it has been in accordance with the policies that the Board voted on. You can go all the way back to 2014 when Dan Murphy was on the Board and this was the same solution that they offered back then, except back then they said, "A resident could go

ahead and investigate and negotiate and then let the Board know." That was back in 2014. Why I might have gotten the initial thing first incorrectly, it was put into the right sequence of how we're supposed to do it and I clearly stated, "This is not as a supervisor. We are doing it by the Board things." This was clearly as a resident. Again, not one of those people have called me, emailed me, or come to see me about any issues associated with how we're doing it. After the e-mail comes out, if they elect not to do it, then we won't pursue it. Other than that, we have the money, it's turned into the CDD and we're waiting for the contract to be executed.

Ms. Littlewood: My thing again though is we went back down to one contractor which was Applied Aquatics. If you don't get your bid in time because that's their 30-day notice, then anybody can go too anyway. The company owes to whatever they want. You're given one contract for a monopoly and that's fine if the CDD Board wants to pay. But when it's the resident that's paying, then they should have the ability to be part of the negotiation, let's say.

Mr. Zelazny: That brings up a good point as well. We got our new bid in at \$6,600. What actions did I take as a resident? I followed the instructions. I sent a letter to the District and said, "Please get me some additional quotes," of which I was told, "No." But that's beside the point. Our group is elected to follow with Applied Aquatics at this time. If the people want to back out now, that's fine. I tried to do it within the scope of the procedure which was to send a note to the CDD to find the contractors and get me a couple of bids. Not getting it, I move forward, we decided to execute on this contract which the bid is good to the 22nd.

Mr. Mecsics: Jillian will be weighed on that portion of this whole thing to get back from those, that there's no level of continuum. I think the important thing that you were talking about was that all the residents understand the scope of what they're getting and by what you're doing, that should cover that.

Ms. Burns: I have all the emails from Bob. It will go out this afternoon. My thought was we will give them to the end of the day, Saturday, so that will wrap everything up on Sunday to get it done by Monday.

Mr. Mecsics: I'll be here all Sunday.

Ms. Burns: We'll coordinate.

Ms. McKie: Great. Thank you.

Mr. Mecsics: In regards to the other two, Angie, we had a vote. The Board took a vote and it was at that time, and I know some of you had to recuse yourself on that, that was the timetable that we have established and then it's passed. I know I've heard a lot of the residents that we want to continue on and residents can bring stuff up all the time.

Ms. Littlewood: I didn't realize that the vote was going to be the final thing. I thought we were voting at that time first to go back to the residents with this new quote that we had and said this is how much it's going to be for the residents to work it out among themselves if they want to pay or not. I didn't realize that that was an end to it because I can tell you now, there's not going to be an end to it.

Mr. Mecsics: Yeah. Mike Eckert, God bless him, did very clearly articulate it that way.

Ms. Littlewood: I don't think it will be because I think residents will ask me to bring it up again.

Mr. Mecsics: That's fine. I mean, again, residents can bring it up. I will never say to anybody out there that, "You cannot bring things up again." We took a vote as a Board. At this time, that's where it ends. I hate to be the bad guy about it, but I've looked it over and considered talk to the attorneys, talk to Jillian. Again, I don't close the door. If they want to bring it back up, you can bring it back up. Again, remember, at this point in time, that's where we're at. Anything else?

Mr. Hill: For the last 10 months, I've listened to the Board, tried to find a solution for the residents' issue in the wetlands. The Board has always stated that they can't risk the liability issue if the residents cut down and place non-invasive plants and the Board gets fine. Additionally, the Board doesn't feel that they can ask all residents to pay for the cutting of the wetlands for the benefit of about 70 residents. The Board's plan is for 70 residents on the lakes to pay for the full cost: \$6,600 for Pebble Beach, \$6,600 for Hogan, and \$10,500 for Hart Lake. The issue of liability is if these 70 people sign a contract saying that they won't violate it, what happens if somebody new moves in and he sees people cutting and he goes down and cuts something that's non-invasive, then where do we stand for the liability issue? Secondly, these 70 residents who want to cut the wetlands down to three feet pay a total of \$177,344 in assessments or about 10% of our total

assessments. Of that \$177,000, it goes to pay for capital projects and upkeep of amenities. Many of the residents don't use the amenities of Lake Ashton, but they still pay for them. Many of them consider the view of the lake as amenity. At one time, this was going to be considered a nature trail or a new amenity. This has been a couple of months ago. If the Board took about 5% of \$177,000 that they pay in the assessments for about \$9,000, you could take \$9,000 and pay \$2,000 towards Pebble Beach, \$2,000 towards Rattlesnake Lake, and \$5,000 towards Hart Lake because their area is going to cost more. That would reduce the high cost to each of the residents trying to get this issue solved. It would reduce Pebble Beach down to \$4,600 and Hart Lake down to about \$5,500. The Board would not be asking any other residents other than these 70 to pay for this issue. These residents pay the premium for their lake views and the builder told them, "No problem, you can cut it." When he abandoned them, they turned to the Board for help. I don't think their request is unreasonable. I feel that one reason we serve on the Board is to try to solve the problems for all of our residents based on past votes. Since it's already been voted down, I don't foresee this having much effect, but this is how I feel about it.

Mr. Mecsecs: Thanks, Duff, and I appreciate your perspectives. The wetlands, after we brought up about using it for nature walks, are not an amenity, in my personal opinion. Because if they were, then there'd be a lot more liability for everything that we do. It's not an amenity. Because if it is, then we would have to go forward with those nature trails and I certainly don't want to go down that road. Again, I appreciate your comments.

Mr. Hill: I think the residents looking at the view over the lakes would consider that an amenity. I know we don't.

Mr. Mecsecs: I understand that and I understand that very heartily.

Mr. Hill: I've got it off my chest.

Mr. Mecsecs: There you go. Moving on. Area H, discussion regarding the lift stations and landscaping at Sawgrass and Pinehurst. Colette, on you.

H. Discussion Regarding Lift Station Landscaping at Sawgrass and Pinehurst (given by Supervisor McKie)

Ms. McKie: This is a very interesting and puzzling area. I'm talking about the lift stations at Sawgrass and Pinehurst. The lift station at Sawgrass, the houses are almost

finished there and it's a different type of lift stations. In many of our lift stations, the ground outside of the actual fence is very small. For Sawgrass, it's 85 feet long and its average is between 14 and 16 feet deep. That's a lot of land. I prevailed upon Yellowstone to finally deal with the weeds there. At first, they said they sprayed them, but then left them and they finally removed them. But the thing is that it's a piece of land that they would like to be other than just dirt where the construction trucks park on. I got estimates from Prince and Sons for doing Florida-friendly plants. Actually, I contacted the city of Winter Haven. They had the Florida University landscaping extension come out and they put a plan together of Florida-friendly plants that would not need irrigation because there is no irrigation and it will not be provided by the city. We cannot put irrigation in. I took those, gave those plans to Prince and Sons. They came out and put together two estimates. I sent those estimates to Jillian and Mary, and Jillian found that that property has never been transferred from the developer to Lake Ashton. We don't own it.

Ms. Burns: It's showing up on the property appraisers' website, as being owned by the developer. Generally, some of those are conveyed to the city by the plat. We believe the city has taken responsibility for that lift station and is maintaining that area. It is not CDD property.

Mr. Zelazny: That was done, as you remember, we were getting billed for the electrical at those locations when we call the city and the city said, "No, that's ours, we will transfer it over."

Mr. Rayl: The lift station at Pinehurst is shown by the property appraisers being CDD owned.

Ms. Burns: The parcel shows the development entity.

Mr. Rayl: On Sawgrass, that one's still the developer.

Ms. McKie: It's Pinehurst. Which one did you say, in Pinehurst?

Mr. Hill: Pinehurst.

Ms. Burns: Okay. Pinehurst is the one we checked that showed developer.

Ms. McKie: No, I mean, the main one is Sawgrass because it's so large. Pinehurst, there's still a lot of building going on there. But when I've talked to the city of Winter Haven, the manager of lift stations, they said, "Go ahead and plant." It's beyond me and that's why I asked you to do the research on it because we're in limbo here.

Mr. Zelazny: Reference to one on Sawgrass, I provided Mr. Mecsics a copy of the sales agreement to the house that's just adjacent to it, where the builder has committed to landscaping the lift station on Sunday.

Ms. McKie: Yes. I was told that that existed, but I'm glad you guys found it.

Mr. Mecsics: Yeah, and that was provided to the developer for him, acting under my HOA responsibility, not the CDD, that was given to the developer for them to even take action.

Ms. Burns: On Sawgrass?

Mr. Mecsics: On the Sawgrass fund, correct.

Ms. Burns: That is the one that's showing up as still being owned by the developer and that is probably why.

Ms. McKie: The developer said, at least when I talked to him, "No, we're not doing squat there."

Mr. Mecsics: It will probably take a formal letter from the CDD to the developers saying that list still shows that and whatever has to be done.

Ms. Burns: I think that's where we need to refer the questions. If residents are asking us, this is not a CDD issue. This is not a property that is owned by the CDD at this time and so if the developer owns the property, it's their responsibility. If it's been conveyed to the city of Winter Haven, it is their responsibility. It's not CDD owned land and so I think we should refer them to those entities.

Ms. Sandy: I have to ask as well, if it's overgrown, is it a code enforcement issue?

Ms. McKie: Well, no, it's not overgrown now because the Yellowstone, I had no idea. It was still owned by the developer. The developer, I even talked to him about the estimates and he said, "Yeah, go ahead. Go for it." I mean, we need something formal because nothing else is getting through.

Mr. Mecsics: Jillian, as the District manager, would you get with the city and get a definitive answer? I know you called and talked to the guys, but let's get something in writing from this, the status of all that, and then we'll send a letter to the developer and say, "Hey, we have this agreement you made with those individual homeowners." That's with the individual homeowners, not just CDD, and let them refer it over to him. We'll pass that extra over him.

Ms. McKie: Because it might be beyond the lift station Winter Haven manager.

Mr. Mecsics: Exactly.

Ms. Sandy: I just want to be clear. You would like me to send a letter to the developer to try and enforce the agreement of the individual homeowners have with the developer?

Mr. Mecsics: I think we just need to reinforce with the developer that it is still his property. But more importantly, for those individuals, those folks that live around it, for them to contact the developer or the city of Winter Haven, saying that, "This area here, one for the developer, you agree to take care of this stuff for us," and then number 2, at the city of Winter Haven and get to the representatives. We can certainly give out representatives to the city of Winter Haven Board to provide their inputs to them as well.

Ms. Sandy: Okay. I just wanted to be clear that the District doesn't have any kind of rights in this situation as of right now.

Mr. Mecsics: Okay. Can we send them like, what do you guys call that, an amicus of the court? Friend of the court?

Ms. Sandy: Yeah, just as the interested. Has this been brought up to the HOA?

Mr. Mecsics: Well, right now the HOA is still the developer.

Ms. Sandy: Exactly. Going through the HOA, that is involving the developer.

Mr. Mecsics: I will follow up with that with the developer.

Ms. McKie: Okay. Scott Owens is the one who said, "Colette, get that landscaped."

Mr. Mecsics: Yeah.

Ms. McKie: I mean, thinking that it was our property and I even sent him what you had sent to Jillian, Jillian sent to me and still, it was, "Go ahead and do the planting."

Ms. Burns: Well, we have an issue as a CDD, using CDD funds to improve privately owned property.

Mr. Mecsics: Correct.

Ms. Burns: So whether he gives us the permission or not, this is not CDD common area at this point.

Ms. McKie: That's fine. I mean, again, it's beyond.

Mr. Mecsics: To your point, we just need to get clarify it once and for all and go from there.

Ms. Sandy: The only action that the Board would be making at this time is to send a letter to the developer, pointing to where he has an obligation to maintain this area.

Ms. McKie: Well, whomever it belongs to needs to do something about it and get it improved. It's pitiful-looking.

Ms. Sandy: Understood. I think to Jill's point, it's privately owned property and the city could do a code enforcement. We don't have that kind of authority as the District. We don't have necessarily the authority to tell the developer since we don't have an agreement in place for him. We can remind him of his obligation through a letter saying, "We've heard from our neighbors and interested parties that this isn't being maintained, we've looked into it and it is not a property of the District to maintain," and point to their obligation. But there's not a lot beyond that.

Ms. McKie: That's fine. If that is the case, then we need to figure out how to let the residents know on Sawgrass and a small portion of Oakmont that we are not.

Ms. Burns: I think if they come to us with questions that we would refer them to express their concerns to the property owner.

Mr. Mecsics: We'll work on it

Ms. McKie: That's fine too, but we need to know who that is, who's responsible for it ultimately.

Mr. Mecsics: Okay. Anything else, Colette?

Ms. McKie: No.

I. Discussion Regarding Common Area/Golf Course Tract Behind Pinehurst Loop *(given by Supervisor McKie)*

Mr. Mecsics: We've discussed the common area golf course tract behind Pinehurst.

J. Discussion Regarding Supervisor Roles *(requested by Supervisor Mecsics)*

K. Consideration of Resolution 2021-12 Appointing Treasurer and Assistant Treasurer – ADDED

Mr. Mecsics: On the supervisor areas, seven years ago when the Lake Ashton II Board became hailed by the residents with one exception, we were faced with a formidable financial challenge. The Board to save any more personnel costs, adopted a

system or approach where each supervisor had an area to oversee and act as a point of contact for residents. That designation of area was given to the chairman of the Board. While there's no statutory requirement, this agreement has worked well. Our present Board, primarily of newer supervisors, was given that same system. In retrospect, I should have said this back in November. Simply put, each supervisor within that area should be the focal point for resident questions and advocacy for the programs within the areas. If a contract is associated with it, they also oversee the contract and again, report back to the Board.

Ms. McKie: Could you go a little slower, please?

Mr. Mecsics: I'm sorry. This arrangement does not preclude any resident from speaking to whichever supervisor they like. If that's the case, then we have that supervisor discuss with a District manager or wait to bring up that question or subject at a Board meeting. That agreement also included that supervisors would discuss individual concerns regarding staff with the District manager who had worked with the Board chairman to answer or resolve issues. Above all, we're not going to use public meetings as a way to either criticize or discipline any of the staff members. That agreement also includes the understanding that Board members were absolutely free to discuss things with staff or contractors in certain areas. The supervisor for the designated area had operational directions to them. Doing so will preclude a situation where our staff literally answer to five different supervisors. I'm doing this today so that the Board understands why, and also as we do this construct, I would like to just answer and just add one more. We all disagree, but when we have disagreements, I would ask each one of you to let it go when we walk out here because I want us to all be friends and we'll discuss things but then when we're done, we will work together as a Board to get these things done. There's a couple more things we have to do and then I'm going to ask if we could move this on because Angie's starting to fade on me. Resolution 2021-12, appointing treasurer and assistant treasurer and that's in regard to the bank and these demands, correct?

Ms. Burns: Correct. As part of the commitment letter for the refinancing the Board, as we discussed at the last meeting and agreed to transfer the general fund to the new bank. They need some updated resolutions naming officers to sign to this bullet point, the

GMS staff members who are already appointed to sign checks this is just re-appointing them.

On MOTION by Mr. Zelazny, seconded by Mr. Hill, with all in favor, Resolution 2021-12 Appointing Treasurer and Assistant Treasurer, was approved.

L. Consideration of Resolution 2021-13 Established Bank Account and Authorization of Bank Account Signatories – ADDED

Mr. Meccics: Consideration of Resolution 2021-13, establishing a bank account and authorization bank account signatories.

Ms. Burns: This is just directing the funds to be transferred and then authorizing those officers to actually sign the checks.

On MOTION by Ms. McKie, seconded by Ms. Littlewood, with all in favor, Resolution 2021-13 Established Bank Account and Authorization of Bank Account Signatories, was approved.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

B. Lake Ashton II Community Director

i. Consideration of Surplus of 32 HFC Chairs

Mr. Meccics: Now we have staff reports. We have to do the financials as well, I know Mary, you sent your report in. Go ahead.

Ms. Burns: I think we just need the surplus of the chairs. So it will just be a motion to surplus the 32 HFC chairs and the recumbent bike?

On MOTION by Mr. Hill, seconded by Mr. Zelazny, with all in favor, the Surplus of 32 HFC Chairs, was approved.

C. District Manager's Report

Mr. Meccics: District manager?

Ms. Burns: Nothing additional to report unless anyone has questions.

NINTH ORDER OF BUSINESS

Financial Report

A. Approval of Check Run Summary

Mr. Mecsics: Financial report, approval and check register.

Mr. Hill: I looked at it and it's okay.

Mr. Mecsics: You looked at it.

Mr. Hill: I looked at it and it looked okay. There were a couple of invoices from Fox Hollow, but everything looked okay.

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

B. Combined Balance Sheet

Mr. Mecsics: Combined balance sheet. That's just for information purposes.

Ms. Burns: Yes, if anyone has questions that we can answer.

TENTH ORDER OF BUSINESS

Supervisor Requests

Mr. Mecsics: Supervisor comments or request.

Ms. Littlewood: Just a couple of things. I just want to let the Board know that I met with Steve. We had our first meeting about the joint amenities policy. We are going to be moving forward and involving Mary and Christine. Is there anything that the Board particularly wanted to add to that or to change in that?

Mr. Mecsics: If you do, what I would ask you to do is to give them to Jillian and they'll be given to you so that we don't have any Sunshine law issues.

Ms. Littlewood: I haven't forgotten the memorial project. I am working on that.

Mr. Mecsics: Okay. Great. Thank you, Angie. All right. Anything else?

ELEVENTH ORDER OF BUSINESS

Public Comments

Mr. Mecsics: Any other public comments? Come on up, Cheryl.

Resident (Cheryl Winchesterl, 5453 Hogan Lane): Maybe I'm considered blonde or dumb. I have no clue. But I've sat on many Boards and I don't feel that way. Again, Angie's brought it up on our behalf. I don't know how to continually bring this up when you say we can bring this up, but you keep shutting it down. I wanted to go out as a resident and get quotes for the trimming. I was told by Collette that it's absolutely not available. I

called Applied Aquatics. They said they won't speak to me. I would like to know how Bob did it then as a resident. If he's standing up here telling us he's doing it as a resident, why can I not do it as a resident and then have Bob or Collette come stand with me to be the supervisor? I think it's very, very confusing and yet now you're telling me that his side could possibly getting trimmed. We've been asking for this for over a year. So I would now like to go out as a resident and get a quote and I'll be happy to ask Duff, Collette, Angie, Jim, or someone to stand with me and get permission. Because I'm just getting more and more confused as I sit through the meeting and I hear that residents aren't allowed to do this because it's CDD property and he keeps saying he did it as a resident. Is that fair? Is that a fair assessment of what I'm hearing?

Mr. Mecsis: Do you want to answer that?

Mr. Zelazny: I think the difference, Cheryl, is what you're asking for us to go out and find a bunch of quotes. What I did, which was preemptory, obviously, but I went to one of the approved people and asked them what it would cost, and that's how I started. I was corrected by having done that. That horse has left the barn.

Resident (Cheryl Winchesterl, 5453 Hogan Lane): No. You still followed through as a resident.

Mr. Zelazny: Then I put it back into the regular procedures which I've been trying to follow since.

Resident (Cheryl Winchesterl, 5453 Hogan Lane): No. What I'm saying to you is you're saying to us that you held this group meeting as a resident. You decided to collect checks for the CDD as a resident. I had been shut down as a resident. I have been given the quote. I am not saying that I will go out and get 16 quotes. If you tell me three people I'm allowed to get quotes from, I'm happy to do it. Listen, where this came up from originally was the fact that we were doing this because the previous CDD Boards and SWFWMD came to an agreement. I understand that every Board comes up differently and whatever it is, I truly understand that. So now we're willing to work under this Board's rules and conditions. It's the CDD property. We understand that. All we're asking is we're willing to pay. Let us be a part of this involvement. That's not fair. You are being a part. We're not allowed to be a part. I have been shut down. No offense to Collette because

she's doing her job. She has told me I cannot do it. Applied Aquatics will not speak to me as a resident.

Mr. Meccsics: Cheryl, what I would recommend, because I hate to keep on shutting you off, is that again, everyone of these supervisors, we all have our office hours where you can take a lot more than three minutes and come on in and sit down and talk with us, okay?

Resident (Cheryl Winchesterl, 5453 Hogan Lane): How do I bring it up to get involved in another meeting when you tell me it is shut down? I want to know how. Can you please tell me?

Ms. Burns: Sure. The way it works, any supervisor can request an item to be added to the agenda. Residents cannot add items to the agenda. So residents' opportunity, you should speak to issues would be during the public comment period. So if you have a concern, you have three minutes to address it. If there's not a supervisor who wants to bring that up for a vote, then that's their choice. But your way to get your voice heard is through your three minutes under the public comment.

Resident (Cheryl Winchesterl, 5453 Hogan Lane): Perfect. Thank you.

Mr. Meccsics: Thank you.

Ms. Littlewood: That was what I was trying to say. When you said, "This is it, this is an end to it" and I was saying, "It won't be an end to it because residents will come to me and ask me to put the on the agenda" and now you're saying, "No, we can't do that."

Mr. Meccsics: No. I didn't say that. What I said for that one point in time that this situation, what we vote on is finished. Later on down the line, you bring those up, then we'll discuss that at that time.

Ms. Burns: I had a similar situation in another District. There was a supervisor who wanted something brought up. He brought up a motion to approve something every single month. There was never a second, it died. If any supervisor wants to bring something up and make a motion, if there's a second for discussion, then that's it. If there's not a second, it dies. That's the regular process through our rules of order and how we govern the meeting. So any supervisor can bring something up for a vote and goes through the process.

Mr. Meccsics: All right. Thank you for the public comments.

Ms. Burns: Just to double-check and make sure we don't have anybody on Zoom. Do we have any public comments on the Zoom line? I think we've got one up there. Is it Rob Oliver?

Ms. Burns: Rob Oliver, you are unmuted on our end. You just need to unmute yourself on your end. Rob, can you hear us? You may have an issue with your sound. Try it one more time. If not, send me an email and I'll make sure the comment gets to the Board. If you're able to send an email to me or to Mary and we will forward your comment to the Board to make sure that they get it.

TWELTH ORDER OF BUSINESS

Adjournment

Mr. Mecsics: Stan, we addressed your questions about the golf course. On your portion, we've hit those. Anything else from the Board members? In that case, I'm going to ask one of you all to ask for an adjournment.

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


Secretary / Assistant Secretary


Chairman / Vice Chairman

