

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

The regular meeting of the Board of Supervisors of the Lake Ashton II Community Development District was held on Friday, **June 17, 2022** at 9:00 a.m. at 6052 Pebble Beach Blvd., Winter Haven, Florida.

Present and constituting a quorum were:

James (Jim) Meccsics  
Bob Zelazny  
Angie Littlewood

Chairman  
Vice Chairman  
Assistant Secretary

Also present were:

Jason Greenwood  
John Monahan  
Sarah Sandy  
Alan Rayl  
Brian Rhodes  
Mary Bosman  
Lucas Martin  
James Margeson

District Manager, GMS  
GMS  
District Counsel, Kutak Rock  
Rayl Engineering  
Indigo Golf  
Community Director  
Prince & Sons, Vice-President  
HFC Maintenance Supervisor

*The following is a summary of the discussions and actions taken at the June 17, 2022 meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call and Pledge of Allegiance**

Mr. Greenwood called the meeting to order at 9:02 a.m. and three Supervisors were in attendance constituting a quorum. The Board recited the pledge of allegiance.

**SECOND ORDER OF BUSINESS**

**Approval of the Meeting Agenda**

Mr. Meccsics: Do we have approval of the meeting agenda?

Ms. Littlewood: I have a statement that I would like to read before the meeting, if that's possible.

Mr. Mecsecs: Go ahead.

Ms. Littlewood: After our last meeting, I was and still am very upset about what took place. One, the proposal made by Supervisor Mecsecs for him to resign and be voted back onto the Board in a seat that had another two years to run took me completely by surprise. In fact, I would say that I felt blind-sided. When you're blind-sided, you don't have time to process what is happening. While what happened maybe legal, in my opinion, it was very unethical for an elected member of the Board to bypass the democratic process to add an additional two years to their position. This came after the Chairman of the Board said about Supervisor McKie's comments in her letter of resignation, and I quote, "But there were some words in there about leadership and ethics. Let me just make it clear to everyone on this Board, you are all ethical people and I don't want anybody ever to think that we do anything or pressure anybody to do anything unethical. I just wanted to clarify that for the record." I personally feel that what we all went along with was unethical. While I feel uncomfortable with what happened, I take ownership of my part in it and want to apologize to the residents of this community. Going forward, when I feel confused by being blindsided, I will ask for more time to process the proposal. Just wanted to get that on the record.

Mr. Mecsecs: Okay. Approval of meeting agenda?

On MOTION by Ms. Littlewood, seconded by Mr. Zelazny, with all in favor, the Meeting Agenda, was approved.
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### 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.*)**

Mr. Mecsecs: Do we have any public comments?

Mr. Greenwood: I didn't receive any to discuss at this point.

Mr. Mecsics: Okay. Anyone from the audience? Hearing none,

**FOURTH ORDER OF BUSINESS**

**Approval of Minutes of the May 20,  
2022 Board of Supervisors Meeting**

Mr. Mecsics: Do I have a motion to approve the minutes of May 20, 2022 Board of Supervisors Meeting?

On MOTION by Ms. Littlewood, seconded by Mr. Zelazny, with all in favor, the Minutes of the May 20, 2022 Board of Supervisors Meeting, were approved.

**FIFTH ORDER OF BUSINESS**

**Golf Course Update from Indigo Golf**

Mr. Mecsics: Next is the golf course update from Indigo Golf.

Mr. Rhodes: Good morning. This is Brian Rhodes with Indigo Golf. Ron is on vacation this week, some well-earned vacation, so I'll cover both our parts here. We do not have financials from May, it's not final yet. I did receive a draft this week. We do have some questions on it, but I'll give you a few updates on the major revenues, we're \$25,000 higher than budget. It was about \$4,400 dollars higher than previous year, so revenues are still very strong. Labor looked right in line at maybe slightly under. That is about 10% more than prior year. So we did budget that, it's coming in right about where we thought. At first glance, it appears that EBITDA, we're going to miss budget by about \$7,000. We've had some expenses and I want Ron to go through them all to make sure they're in the right place and in the right month before we approve it. We're going to be ahead of last year and we are still well ahead of budget and last year for year-to-date. Our forecast shows that we will still be very positive at the end of the year. I did run a cash-flow analysis. We have about \$190,000 dollars more in the bank than we did this time last year with about \$26,000 dollars more in AP. So it nets out to be about \$166,000 more and it does appear that we can make it without having to request any funds. Last month, we did talk a little bit about the membership increase going up 5%. I did go around to our other clubs and just verify that everything is moving. Every club we have is moving between 5 and 15%. Many of the clubs are tied to CPI, which just came out at 8.5%. Some have CPI

plus 1.5 or 2.5%. So it's just a standard form for them unless there's something going. Some of our bigger clubs are coming in at 5% and then having some capital assessments, which we don't do here. Budgeting, we are awaiting some vital information before we'll be able to really tone in our budget. But it's really the early order programs for chemical and fertilizer. We're waiting to see what our national pricing is going to be coming in at and what the rebates will be because we'll put those back into the product. Both of those should be within at least by the end of July, we'll have pretty good idea if not earlier. Expenses that we did touch on, obviously, they were high this month, they'd been running higher. We are tied to petroleum, gas, and diesel is about double the price that we paid a year ago. Fertilizer is double or 125% more, an \$18 bag, we're now paying \$40 dollars for. Chemicals up about 25-30%, depending on what we're using. Labors, just like this month, it's about are going to be at 10% higher next year is what we're expecting, just because minimum wage increases and then everyone is still expecting to be that much higher than minimum wage. We are incurring a lot of trucking costs. Sand while it hasn't officially gone up as much, it is almost double because of the trucking costs and delivery fees are anywhere between \$15-30. If we have a locked-in contract with waste management, they may charge us an extra \$15 every time they come out. So those are some of the expenses that are why we're asking for the 5% increase that we know we're going to hit next year. I did talk to David Wilson and his team over at maintenance. They're doing a great job out there both courses that were just closed last month, agricultural practices were performed, we verified greens, tees and fairways. We did cut the greens, we're heavy into the weed eradication right now. If you go out there, you'll see some areas that are yellow or even some dying areas. Some of our weed eradication is going to cause barriers. We know that going in. We just want people to know it will take 4-6 weeks to grow in that we hope to fill in with Bermuda. We did fertilize both golf courses wall to wall. I know the west side was closed yesterday for fertilizer application and it inside the cart paths, it's been applied. Ultimately the cultural practices that we do now will really show during next season. So what we can do now and how we can really do it to get the roots going down and get the grass very healthy will really help us during next season. We do have some scheduled closures for the golf course starting July 18th to re-perform the same agricultural practices. Does anybody have any questions?

Ms. Littlewood: I just want to touch on something that I think we've been discussing for the last couple of weeks is about the people running up a debt in the Eagle's Nest. My question is when we first moved in here, we got free membership, free golf membership for a year like everybody does, which enabled us to have an account up at the Eagle's Nest. We didn't renew our membership. Do you know how many accounts there are up there where the membership hasn't been renewed and how's that looked at and taken care of?

Mr. Rhodes: For the people that buy new homes, they deal with the previous owner, they get a new membership for a year. It's about 28% that renew. Ultimately when we come in and they get a free membership, 28% of the people are moving forward is what we've seen over the last two years. I know that we will have another 20 free memberships next year. We'll expect that to continue to grow. I think we have about 40 going right now.

Ms. Littlewood: My question is because we have given them a free membership, we had an account at the Eagle's Nest so we could buy things and it was put onto an account when we could pay it. We didn't renew our membership, but we didn't cancel the account. I'm trying to eliminate this running up a bill and not paying. I know that Ron wanted to so that members of the golf club could do that. But if you've been a member of the golf club and then not renewed your membership, how are you as a business, looking into that and canceling those accounts?

Mr. Rhodes: It is a different situation here, obviously, usually, when your membership expires, we cancel your account. Here that we have quite a few members and people in the neighborhood, residents that have a charging privileges at the Eagle's Nest because they don't play golf, but they do spend a lot of time and money up there. While we don't run into very many issues, we've had some small issues with that. We're working with Sarah and the team to figure out the best way to move forward. Ultimately, my idea was to put a social membership together and just get a contract signed even if we have to charge a minimum fee for that, we could give it back in a gift card or a percentage off or something of that nature around food to make it worthwhile. That's something that we just became aware of. I just became aware of a couple of months ago, I know Ron has been aware of it for some time and when he gets back, we'll really dive

into how to do it. I know if we want to do a social membership, we're going to have to get that approved through the public meeting. I don't think there should be any issue.

Mr. Zelazny: Angie, when you get your free membership, you're entered into the system, and on the 365th day, you drop off of the system.

Ms. Littlewood: Is that automatic?

Mr. Zelazny: Yes. You're dropped off the system. The money that is owed to the golf course really is limited to those people that don't pay their bill on time. You know, as an associate member, you pay your membership, but then you have to pay for every round you play. Then if you buy anything upstairs, you buy it in the pro shop, then you get a bill at the first of the month. Some people are late paying right now and we've been very good at collecting all of that, with the exception of the one individual and he has been denied use of any of the golf course facilities. He can't golf, he can't charge upstairs, anything like that. Part of the amenity policy is to until he pays us, then you shouldn't be using the other amenities as well. But there is a roster of everybody in it. There's the associate membership that when they sign up, they sign up by year, by the date of they sign up, it's good for 365 days. Annual membership is like 1 October to 1 October. Then the people who get free golf when their one year is up, they're notified by the club either to renew or they'll come off the system.

Mr. Mecsecs: Anything else? Thank you.

## **SIXTH ORDER OF BUSINESS**

## **Engineering Staff Report**

Mr. Mecsecs: Engineering?

Mr. Rayl: Yes, sir. Good morning. I've handed out a list of bullet points I wanted to go over with the Board this morning. The first item is the work to repair the cart path behind the driving range. We understand that the ball is back in the contractor's court with the most recent edits to that contract. I haven't seen a response back from them and frankly, I'm not sure that they'd be able to hold their quote on that much longer on the prices based on the increases that have happened.

Mr. Zelazny: I looked at the quote, Alan, and their proposal was only good until September of last year, so nine months out.

Mr. Rayl: Right.

Mr. Mecsecs: I'm assuming that it'll be a lot higher.

Mr. Rayl: They'd been negotiating in good faith up until this point, and I haven't heard from them that they are not, but I don't know that those negotiations have been concluded yet, so I've checked with Sarah on that, but I believe we're waiting on an answer from the contractor. It's still pending, it still needs to be done but that work isn't finalized for getting that work going. I hope to report back something more progress wise our next meeting. Next item, the hole six bathrooms, we're reaching out to solar providers to try to find the most cost-efficient way to get power to that building rather than coming in from 653. Those are our only apparent options. That's still ongoing. Item 3 we had a state-mandated stormwater needs assessment report that has to be completed and turned in. We're on track to have that in well before it's due at the end of this month and we're on track to have that to GMS well before then, we've been coordinating with Jason and Jill and everybody on getting some numbers that we need on that. Next, we gave the contractor the information that they approved for the thermoplastic stop bar installation. We haven't heard their scheduled date, but when we do, we'll make sure we coordinate with the community. I'll get that to Mary so she can put it out in a blast so everyone knows there's work at the intersection going on. The eroded area behind the HFC, the contractor was authorized to proceed with that at our last meeting. Everyone knows in the construction industry right now, concrete is the big supply chain hold up on projects nowadays. Their schedule for doing that work was based on the availability of concrete. Concrete is supposed to be here on Tuesday of next week. I imagine they will be out here the day before prepping and getting that area ready. As I said, concrete is scheduled for Tuesday for curb connecting the two other existing pieces of curb that will get the storm water down to that existing flume and into the pond. Now, I've given you some attachments with my list of things to report on this morning. One is a quote from S&S to construct three flares on the most recently constructed cart path connections. Two will be constructed at Pebble Beach, at the golf cart path end of that cart path intersection, not on the roadway side but on the cart path T intersection with two flares there. Then one at Sawgrass as you're going from the road to the cart path, it would be on your left-hand side, the down-gradient side. There is no room to put one on the right-hand side, it's only about six inches inside the tract. This quote is for three flares, they would do them all at

the same time. Again, I would say if we can get them authorized now and this was the direction of the Board at last month's meeting. If we can get them authorized, they'll get concrete scheduled immediately and then hopefully, as was the case with the flares, inside of a month, they can get that work done.

Mr. Mecsecs: I know that's from S&S. Do we have any other bids that we can look at?

Mr. Rayl: We've found that hasn't been the best results in time spent to try to get multiple bids. When we have got multiple bids from some of the other contractors that have worked out here, no one has been lower than S&S. No one has been as responsive as S&S. While in the perfect world, it's great if we can come in with three bids for everything we want to do and we can make sure we're taking the temperature of the construction costs out there. Anything they've bid on, nobody's underbid them, and so especially on these small jobs, a lot of the other contractors don't.

Mr. Zelazny: Alan, when S&S comes out to do the HFC erosion, can they do the flares at the same time? It's a relatively small amount of concrete and they're out here. I don't want to have to pay a fee to bring them out and a fee to do that. We had talked about when they come out to do everything at the same time.

Mr. Rayl: Well, we just got this quote from them last week for the flares. I don't know that they'll have time to get those areas formed up, prepped and ready, but I can certainly ask him if we get them authorized today. I'll ask him this morning.

Mr. Zelazny: I think that would be the best because it would save some activation money and stuff like that and there's not a lot of concrete for those little flares. They can do it all simultaneously. It'd be good.

Mr. Rayl: With that, I'd ask the Board to authorize S&S's contract for those three flares for a total of \$2,900.

Ms. Littlewood: Alan, the one on Sawgrass, is that the new one? It's only flares on the road side, are we not doing flares on the inside?

Mr. Rayl: None of them are on the road side. They're all on the cart path intersection side. We have a 10-foot-wide tract and that cart path is shifted almost all the way to the right-hand side in that tract because that's the uphill side and it worked out best that way for grading. There's no room in the CDD tract to make a flare on that side.



It's only on the left-hand side. That request I just made to the Board would be a not to exceed \$2,900 with the expectation we could save some dollars combining.

On MOTION by Mr. Meccsics, seconded by Ms. Littlewood, with all in favor, the S&S Concrete Flares (4) for \$2,900, was approved.

Mr. Zelazny: Alan, while we're still on S&S, who owns that pile of gravel at the end of Pebble Beach Boulevard? That's normally where S&S stages their material to do the East. Is that S&S?

Mr. Rayl: Not that I'm aware of, I'll try to find out. It's at the dead end?

Mr. Zelazny: Olson road.

Mr. Rayl: Yeah, Olson.

Ms. Littlewood: Sorry. Going back to the erosion here and being scheduled, will we have to close the cart path until the concrete dries?

Mr. Rayl: I think we need to shut down that section for the day just for safety's sake because that work is going to be right at the edge of the cart path. We don't need anybody trying to travel through there. It's a little bit congested as it is.

Mr. Zelazny: Angie, we'll close that part of the cart path and what we'll do is we'll redirect around the front of the clubhouse and come in on the other side of the tennis courts. It'll be just for a day or two, but it's not a big problem. Just a little issue of backing up 50 feet to make the turn. There will be an announcement from the community blast to be out in the golf course. We'll put out a notification that the path is closed. That will be for walkers and bikers and everything else, so we don't have anybody putting themselves at risk.

Mr. Rayl: Thank you. Next in the attachments that I provided is another quote from S&S. There are two locations of work in this quote. The primary work effort shown on here is the entrance to the Eagle's Nest parking lot off of Pebble Beach where the curb flow line is broken. Then immediately into the asphalt of the parking lot, there's a large hump and then a dip right behind it. It's not a very good transition there. It tends to hold water on the parking lot side of that hump and it doesn't convey the water in the curb line very well to the inlet that's there at the corner of Pebble Beach and Mulligan. We were

asked to take a look at that, we did. We prepared some quantities that we recommended for repair and I'll decipher this quote for you. The first five costs are associated with what I just described. Those things total \$9,284. It extends a little bit beyond just that driveway throat. It connects back into the other curb lines and actually the proposed repair work replaces that two-foot section of Miami type curb with a three-foot-wide section of valley gutter. It's a much smoother transition. It's what we did down at Mulligan and Dunmore. Miami curb and gutter is not intended to travel through intersections. You're not supposed to be driving over that to another road or driveway. You're supposed to have that valley gutter section if you're going to travel transversely across it. That was in this recommended repair. The contractor added to that a suggestion of throwing in another 20 feet just so everything would match and look pretty for another \$1,600. I wouldn't recommend we spend dollars just for appearances and not function. But their portion of this quote that relates to that parking lot entry repair is a total of \$9,284. Further down the quote, there was a driveway repair at 1321 Oakmont. This is in the area of newer construction but this was a piece of curb line. There's a grate inlet, centered in the driveway of this home. It's awkwardly located. It shouldn't have been there in the first place. But during the construction, I don't think that curb line was constructed appropriately during the initial construction. It's cracked and it's failed about six feet on one side, then about two feet on the other side, but if we're going to work on that, we need to replace to the joint. If you do a partial joint replacement, that doesn't tend to stay very well. You can see this quantity calls for 21 feet. The joints are about 10 feet long, so round numbers to fix that area which I do recommend that we give that some attention as the Board feels warranted, but that cost is \$987. As we've recommended for the parking lot, the driveway repair at Oakmont are the two items that add up to this total at the end of their quote of \$10,271. It does not include that suggestion by the contractor of another \$1,600 for 20 feet of curb and that's what I will present for discussion.

Ms. Littlewood: We can't go back to the builder for that repair, can we? The last one?

Mr. Meccsics: No.

Ms. Littlewood: I knew that before I asked it, I thought I'd ask.

Mr. Zelazny: That's part of when we accepted the road network.

Ms. Littlewood: It wasn't done right in the first place.

Mr. Mecsecs: No, sorry.

Mr. Rayl: By the time that infrastructure was conveyed to us, it was past the warranty period and past our opportunity to do anything about it at that point. If it was in normal circumstances, our company provides engineering services for the town of Dundee and subdivision constructions going crazy up there. Before any developer dedicates those roads and utilities, all those things to the town that they have to own and maintain now, it has to pass an inspection, and then it has to pass a warranty period. We didn't get the opportunity to be involved in either one of those in this case. Unfortunately, we got what we got.

Mr. Mecsecs: Do I have a motion to approve those?

Mr. Zelazny: Can we just go through the rest of stuff? We'll bring it up later on, on the expenditures.

Mr. Mecsecs: Sure. Continue on.

Mr. Rayl: I have good news. Our water use permanent renewal was received earlier this week that allows for the watering on the golf course. We asked for 20 years, they gave us 10. As I've mentioned last month, the rates were reduced, but nothing below what we haven't been able to live with today. On paper, we have less but in function, nothing will change. Also, we provided the legal descriptions and sketches to the District attorney this week for the amendments to the District boundaries based on the golf course transaction. That effort is complete. Jump down to number 11. We're coordinating with Prince to get some vegetation cleaned up around one of the pond control structures that they'll do their next time here. When that is done, we'll be able to turn in a SWFWMD certification. That was the last item to clean up for three ponds that need to be certified. We're saving some money there by not going out to a contractor that would charge a mobilization and higher fees than what they can easily take care of with their normal landscaping efforts. That's really what we need to do with a lot of these. We need to look at how we can keep them maintained so we don't have to come in at the time the next certification is due and recover these structures out of a jungle. Better we can keep that down the more money the District is going to save with not having to get a contractor to do repairs.

Ms. Littlewood: I have a question. I know it has to be done but is this going to be an extra charge from Prince or are they doing it in the regular mowing, and if it's an extra charge, how much?

Mr. Rayl: Lucas told me it was on the house.

Ms. Littlewood: Thank you, Lucas.

Mr. Rayl: It's really pretty minimal work, but it's more suited to be done with our landscaping staff consultants that we have, rather than going out to hire a contractor to do this stuff. The last item I have is James is working on equipment shelter cover for the pool equipment that requires a building permit and we're trying to assist with regard to getting a building permit pool. That will take place after the HFC erosion work is all complete and they're out of there, so those two things don't overlap. The quote from S&S notwithstanding, that's all I have for the Board today.

Mr. Mecsecs: Further discussion, Bob?

Mr. Zelazny: Yeah. Just a quick question. The cart path behind the driving range, is that critical that we have to do something before 1 October?

Mr. Rayl: It's critical. It's something that needs to be repaired as really as soon as we can get the contractor on Board to do it. There's a lot of that cart path that is undermined. When it fails, it's going to fail catastrophically. It will dump into the pond and whatever's on it. But it's been something that I haven't noticed any major change in its conditions since we first observed and started measuring the quantities of the areas that were eroded, so I don't think it's something that's increasing in intensity as far as the failure. It's not progressing at any rate that we can tell. But I believe it's a hazardous condition we need to try to get fixed.

Mr. Zelazny: What I'd like to do then is I'd like to meet with Alan if you're available after the Board meeting on the east on Monday, if you're available for about half-hour to an hour to discuss that project. I would like to put off that project until the August meeting and I would like to vote to approve the HFCs erosion, the cart path flares, and the pro shop driveway, and the issue on Oakmont for approval.

Mr. Rayl: You already approved the flares last month.

Mr. Zelazny: Yeah.

Mr. Mecsecs: I have a motion. Do I have a second? I'll second you.

Ms. Littlewood: I'm sorry. Can you just explain what we're voting on here? Is it part of this quote that we've just gotten?

Mr. Zelazny: There's the one for \$10,000 for the Mulligan road. It's that one which includes the issue on Oakmont.

Ms. Littlewood: But we're only voting for a partial of it?

Mr. Zelazny: The only one we're approving then is the \$10,000.

On MOTION by Mr. Zelazny, seconded by Mr. Mecsecs, with all in favor, the Quote from S&S for Erosion Repair for \$10,271, was approved.

## **SEVENTH ORDER OF BUSINESS**

## **New Business**

### **A. Organizational Matters**

#### **i. Review of Resumes for Seat #1 – ADDED 1 Resume**

Mr. Mecsecs: New business, organizational matters, reviewing resumes, receipt number 1. I will talk about what was brought up earlier and my Supervisor comments. Remember, we don't attack other members of the Board. Let's look at the review of the resumes and discuss this open seat that we have. We have one seat that'll be coming up for re-election. I believe we have two individuals that have already filed, Mr. All and Mr. Duff have filed for that position. But we have an opportunity right now to either fill it or to continue on and let the residents make their decision in November. I opened that up for Board discussion.

Ms. Littlewood: I think I said at the last Board meeting that speaking as a resident rather than a Board member and Board member too, I think we should have about the full complement of a Board. Going into November, the seat would be up anyway in November, so it wouldn't make any difference, but I do feel that we need a full Board going forward.

Mr. Mecsecs: Noted. Bob, do you have any?

Mr. Zelazny: Just two comments. One, why I think it's important to fill the positions and have everybody here. We have two people who are running for an elected position in November. I think that we're so close to the time where the residents can have a vote. If the Board picks one over the other, I think it gives an unfair advantage to that candidate

versus the other. Then thirdly, with Mary not being here, it would be three people making the decision. My position would be I would prefer to go ahead and let the two candidates compete, go through the candidate forums and run for elected office in November.

Mr. Mecsecs: Are you using it as a motion?

Ms. Littlewood: I would like to respond to that.

Mr. Mecsecs: Stop a minute. I asked him if he had a motion. Are you recognized to say something?

Ms. Littlewood: Sorry. I thought it was open for discussion.

Mr. Mecsecs: I'm sorry?

Ms. Littlewood: I thought it was open for discussion.

Mr. Mecsecs: Not until he has a motion.

Ms. Littlewood: Okay.

Mr. Mecsecs: So you have a motion?

Mr. Zelazny: I really thought we were just discussing.

Mr. Mecsecs: Go ahead.

Ms. Littlewood: With Mary not being here is a reason why I believe that we should have a full complement going forward. It would only take two of us to be off. If I was sick this morning or you are sick or you're sick, then we wouldn't have even had a meeting today. Going forward with four people, I just think it's not fair to the residents.

Mr. Mecsecs: I agree with Bob by giving someone right now we are essentially a Board endorsement on that individual coming into the elections, whether we realize it or not. I know both individuals and they're both my friends. I think both of them will do a good job. But I think, as Bob said, it gives them an unfair advantage. If we meet and skip our July meeting, we will have August and October right on top of that. I agree with Bob. We have to make a decision whether we have a motion to do so, correct?

Mr. Greenwood: I don't think it will require a motion. It's just a case of staff direction that as it stands, do we want to place it on the August agenda for consideration. Or if the Board decides that we want to keep it as and we don't want to elect anyone at this time. Sarah, I don't think there's anything wrong with either placing it on the agenda in August for discussion or just leaving it off?

Ms. Sandy: That's right. If there's a disagreement between the Board members here, then we can take a vote. But I think that would either be to table the item to the August agenda or technically, we could vote to not revisit this item.

Mr. Meccsics: Do I have a motion to either move it to the August meeting or table at right now, and not take any action?

Mr. Greenwood: I think if we just table this item, we will place it on the agenda in August.

Mr. Meccsics: Sure, go ahead.

Ms. Littlewood: I accept your argument that we give somebody an unfair advantage, but it's just the same as if like, Bob, in November, if somebody were to run against you. It's a similar thing. You've already been on the Board. It doesn't prevent the residents from voting for somebody else just because you've been on the Board.

Mr. Meccsics: The difference there though that I would submit is he was elected to that position, and at this point, we're appointing someone to it. Again, I agree with him on the unfair advantage that would give back to the discussion.

Mr. Zelazny: Can we put it off until the next meeting because it hasn't been decided that we're not meeting in July. It couldn't be very important to Mary that she wants to fill it then I think we need to fill it as soon as possible.

Mr. Meccsics: Correct.

Mr. Zelazny: Jason, if you reach out to Mary about how she feels and then we can either have the meeting in July until the position or wait until August to do whatever we're going to do.

Mr. Greenwood: We just keep it on the agenda until we can make a decision all the way through.

**ii. Oath of Office for Newly Elected Supervisor**

This item was tabled.

**iii. Election of Officers, Resolution 2022-17**

This item was tabled.

**B. Discussion of Amenity Policies & Procedures in Regard to Resident Sponsored Events**

Mr. Mecsecs: Discussion of amenity policies and procedures in regard to that sponsored events.

Mr. Zelazny: Well, I had asked for an update because we had the joint meeting a couple of months ago. The amenities committee was supposed to be meeting, we have another joint meeting scheduled in August, we potentially won't have a meeting until right before that. I'd like to know where we stand on the recommended changes in policy and procedures, not just in regard to resident sponsored events, but where are we? Will we see a draft amenity policy so that we can review it and we can be prepared for the next meeting?

Ms. Littlewood: Okay. I'll take that. We did have a meeting. We had a meeting this week and there were a lot of questions from yourself Bob and also from Debbie on the on the other side. It took us a while to go through them and there were some things that we all agree could change and then there were some things that went back-and-forth. On those things we didn't get anything settled, so we will be having another meeting to iron those things out. We're doing a little bit of research on some other things to make sure that what we are either proposing or not proposing is the right thing. Because this is something that's going to be down there for Mary and Christine to use and I want to make sure that they have the tools and that they're using it correctly. We will be meeting again, you will get another draft before the August meeting for you all to look at.

Mr. Mecsecs: I think when we have our joint meeting Angie, we also tasked both of you and I could be wrong, that all of those questions Bob has and Debbie had on these would be addressed back to them along with the rest of the Board members to discuss. If you disagree with them why and justification, so that it's not just the draft coming back. I want to see what his questions absolutely can discuss that and make sure that everything has been addressed and we'll do that before we have that on the agenda for the next joint meeting.

Ms. Littlewood: We're hoping to get that back to you. But as Bob knows, because he's already done this once, it takes time to process and it takes time to look into things to make sure that you are doing everything correctly. So that's where we are, we're looking into it, we're checking, we're doing the research and asking the questions that



were unsure about. I think it's mainly with the golf course. So we're looking into that and asking the questions, so it is what it is. We're all busy people and we're trying to organize the meetings when it suits us all. We'll do that and we'll get things back to you as soon as we can and I promise it will be there before the next meeting.

Mr. Zelazny: I was wondering the way ahead. Do you think it would be beneficial to have a workshop of our Board once you get the draft done? I don't know how much time we're going to have to come to an agreement before the joint meeting. I just want to make sure that we as a Board are prepared. However, develop a road map, if you think a workshop is warranted or do we need one or what.

Ms. Littlewood: I think instead of meeting in July if you make that a workshop, if it's okay I can ask Steve because he does all the drafts. He's doing an amazing job. So you would propose a July workshop at the end of July?

Mr. Zelazny: No, I wasn't proposing, I was just asking you, do you think that that's a way ahead? I want to make sure that when we go into it, it's a good product that we can support as a Board, and not have dialogue and conflict at a joint meeting. I'd like to be able to get it at least have our Board agree to everything beforehand.

Mr. Mecsecs: So when we go into the joint meeting, it's been discussed, so when we go in there, we have it as a Board and it's fully staffed versus just opening up to a dialogue at a joint meaning that really, we don't get too much done.

Ms. Littlewood: I forgot what I'm going to say. Hang on a minute. That happens to me, senior moment. When's the next joint Board meeting? Did we arrange?

Mr. Mecsecs: Technically, it was in July, but I've asked for the Chairman on their Board to reconsider since we may or may not be meeting in July to move that to August because we all had delayed the last one, so we'll just keep it in that quarterly rotation to August.

Ms. Littlewood: I'm okay with having a workshop towards the end of July. I think we can all meet. We're very close to getting it all finalized.

Mr. Mecsecs: What I'm trying to do is keep people enough so that they have some of their summer, so we don't have meetings all throughout the summer and let people do what they want to do it for their vacation plans if they have them. If we wanted to do something of a workshop, then I would recommend us doing that probably a few days

before our meeting so that's all fresh in our mind that we can deal with it at our August meeting if we chose not to have a July meeting.

Ms. Littlewood: That's fine by me if that's fine by Bob. We'd have the workshop and then we'd have our meeting and then we'd have a joint meeting maybe the following week, is that what you're saying?

Mr. Mecsecs: I think we could do that.

Mr. Zelazny: My concern, Angie, is however you do it, I just wanted to have adequate time to be able to discuss it. Not just look at the document, but discuss it with you as our lead agent to go back to Steve and resolve it before we go to the joint meeting.

Mr. Mecsecs: All right. Any further, Angie?

Ms. Littlewood: We have to decide.

Mr. Mecsecs: We decided that we will schedule before our meeting. Well, we will have to make a decision on whether we will have to have a July meeting. But if we do not have a July meeting then we will schedule a workshop prior to our August meeting so that with the preparation before that all the information getting through the Board members so we as a Board can decide what we see on that preparing for the Board for the joint meeting.

### **C. Discussion of Landscaping Scope of Services**

Mr. Mecsecs: Next one, discussion of landscaping, scope of services to be provided under a separate cover. Go ahead.

Mr. Greenwood: The Board has seen that we circulated a scope services at our last meeting. I was just making sure, Alan, you've got your signatures because you need those. But at our last meeting, the Board had their concerns of we've got landscaping that is currently being administered under two different contracts essentially. The idea was is that staff were directed to build a scope of services to bring this all under one contract. You will see in your agenda packet and also this was also provided under separate cover where it's the full scope of services making sure that you've got all of your essential trimmings, and your mowing, handled via the contract. Also with that, Prince & Sons are actually here because I would like them to go over their scope. They are familiar with the scope of services and what the requirement is. I believe the idea was the Board would

have the option if they wanted to do a possible informal RFP because it doesn't meet that dollar threshold to go out for a formal one, which is a cost savings. But at that point, if Prince, and I know we have Lucas and also James is available here, so if there were any questions regarding the scope and what they would do, it'd be prudent to talk at this point.

Mr. Martin: Hello, I'm Lucas Martin, Vice President over at Prince & Sons. We do everything out here except for detailing the beds currently and honestly, we don't have any other contracts like that and we really want the accountability and we want the risks. We really want the accountability and the responsibility of maintaining your landscape totally. It's better for the plants, better for a lot of reasons. We would just propose to be able to do the rest of your services out here. You're going to get better service also. We are out here every week right now, the other vendor right now is set up, they are only here twice a month. We're going to be weeding and detailing your plants every week while we're out here versus two times a month. You're going to get better service and I think I can get you a better price even than what you're currently paying. It should be a win-win for you guys. That's what I'm proposing.

Mr. Mecsecs: Are you making a proposal to us to take over the contract for the services?

Mr. Martin: Yeah. I sent over some pricing to Jason via email last night so that he has some. I can obviously do something more formal if it's requested.

Mr. Mecsecs: Okay. Angie, this falls in your area. Your comments?

Ms. Littlewood: Yeah, the Board hasn't seen any of the prices. I don't think unless they came last night and after 10 o'clock I wasn't back on there, so I can't comment on that. But the rest of my stuff is just with the proposal that we've got. Thank you for that. I don't want to make a decision on that today, but thank you.

Mr. Mecsecs: Well, that would be a Board decision. Go ahead.

Mr. Zelazny: Jason, do you have the number?

Mr. Greenwood: The whole number, you've got your detailing of the contract that's going to be your mowing, trimming, and going through with your essential service, that's the mowing detail, and irrigation and pest. Currently, with your contract where you have the two combined contracts, you have a dollar amount of \$168,000 in your budget. Overall with the two, Prince & Sons is actually going to be coming in at \$160,000. That's what's

proposed there. That was an email that we received so, that is a cost savings doing both services together. Just a couple of factors to consider at this point being in the summer, typically, if this was an RFP process or informal whatnot, this is going to be a process where it takes a minimum of 60 to sometimes even 90 days to make sure that we get through this depending on when we're meeting as well. That is just a factor that I wanted the Board to understand. The most important thing is that we do the fiduciary responsibility of what's right for the District and obviously, saving money is one. Fox Hollow did provide a proposal to do the detailing of their service. Angie, if I'm not mistaken, there was actually an increase in fees it was 41, it went up to 50 if I wasn't mistaken, right?

Ms. Littlewood: It did go up, I can't remember the figure but it did go up. They put a fuel charge into that as well. Yeah, it did go up.

Mr. Greenwood: With the scope that you're looking at, this was something that was vetted by our field operations division, Clayton Smith. He's done several of these where he's gone from \$50,000 contracts over \$1.5 million landscape contracts. Scope of services is always good to have because I think it was said the accountability factor, it was something that you did have prior your last landscape company. However, I don't know if they deviated. With this one, I know Prince & Sons are very familiar with this. This scope is something that we can almost go point the finger and say, something's not is not being done, we can essentially say you're not following your scope of services. Obviously, it's a lot easier to manage at this point if it's being done. I know that there are other extra services like annual changes, palm pruning, and mulch. Mulch is one of those if you put an application down, sometimes, it's just a top up, you don't need to continuously reapply mulching. Palm pruning, I think, Angie, you said that that's something that typically you want done twice a year. Is that correct?

Ms. Littlewood: Yeah.

Mr. Greenwood: That's something that because there's a special service, it's one of those that you want to keep it separate because essentially if you want to do palm pruning and mulch, you might want to go to a separate client to do that. Or vendors do the blowing mulch. I know typically when speaking with Lucas, mulch is one of those that he provides it as a pass-through because it just helped him make his site look good. It is very detailed so I just wanted to put that together for you.

Mr. Mecsecs: Okay.

Ms. Littlewood: This new landscape scope of work was sent. I was out all day yesterday, I didn't get it until 10:00 o'clock last night and I haven't gone through it. I had a load of questions that I sent to you, which we've had the discussion about. Just please respond to my emails and let me know you've got them. You're going to go through some things that can be and can't be done. Can you go through that with me?

Mr. Greenwood: Yeah. Turf maintenance, there was one and it was possible for the HFC open at 05:00 AM done prior to normal business hours. With that question going back with Clayton, it was depending on county ordinance is when you can come in and mow. I'm pretty sure I think most landscape companies would like to come in as early as possible but obviously they need to do where they can actually know.

Ms. Littlewood: I think you misread that question because if I remembered it correctly in your scope, you actually said that to have all the work done prior to normal business hours and what I was saying was, I don't think that's possible because the HFC opens at 5:30. I don't think all the works can be done before normal business.

Mr. Greenwood: Whatever the county ordinance is when a landscape company and I think, Lucas, if you can speak of that like typically once when would normally work hours be when you guys come through.

Mr. Martin: We usually get here around 7:30. Most HOAs don't want you to starting before eight anyway so it gives us time to stage everything and maybe take care of some outer areas, but yeah.

Mr. Zelazny: Not to put words in Angie's mouth but what she says is your contract says that the work would be done before normal working hours, and obviously, you can't get everything done here before business hours because you cut well into the afternoon. I believe that's the direction she's going, not when you start, but the contract says it'll be done before normal business hours.

Mr. Mecsecs: Since you got this just a couple of days ago.

Ms. Littlewood: Last night.

Mr. Mecsecs: We can go back and forth hashing but I think what I would recommend for the Board is we put this on the agenda for our next meeting, whenever, and let Angie work with Jason too so you get all your questions answered, and then we

can come in and if we want to do this as a full proposal then we come back with a proposal because then Sarah, correct me if I'm wrong, we have to give the incumbents legal notice, etc., correct?

Ms. Sandy: That's right. In fact, we'll talk to the Hollow's agreements and we can provide 30 days' notice without cause. I believe Prince and Sons' contract, it runs through August. We only have the ability to terminate 30 days with cause.

Mr. Greenwood: How do we want to move forward? Currently, we've got Fox Hollow. Do we continue expressing that they're on a 30-day notice or is it the case that we want to have Prince provide all of the service right now either which way, I just want to have direction.

Mr. Mecsecs: In all fairness to Angie, I think what we should do is you guys work together to come up with that, put it as a proposal for our next meeting to take over this contract and then the Board will have the discussion as to whether we do and whether we give the termination to Fox Hollow on the 30th because their contract ends in August. Is that correct?

Ms. Littlewood: No. It's ended. The new contract should have started 1st of June.

Ms. Sandy: In review, as we determined at the last meeting, there happened to be two contracts with Fox Hollow that were executed. Last year, I think there was some confusion and the first contract that was executed, that Fox Hollow provided to Angie had a term and date of May 31st. However, the scope that was included for that did not include all the services they are providing and it did not include all the compensation that we are paying them. The second contract I believe is the correct contract in controlling. It provides the entire amount that we are paying them of just \$1,600 a month. Additionally, we included a provision in there saying that this is the full understanding of the services between us so that in effect acts as a termination of the prior contract. I believe that's the controlling contract and that does run through September 30th.

Mr. Zelazny: Sarah, this is Bob. One quick question. Because this is under the threshold and it doesn't require RFP process, is there something that precludes us from taking the scope of work and offering it to a second vendor to see what their price is? I just want to make sure that there's not like we're going down one road. I will say I'm very pleased with Prince & Sons and the work they do. It's been excellent, the product is good.

I look at the pet parks and stuff in there as nice as they've been since I've been here. I just want to make sure that we have a good sense of what we're getting and how much we're paying. I do think that we are significantly overpaying in the Fox Hollow side, we have to change that. Bringing it under one I think would be extremely helpful and beneficial for us as a Board, for the community, and Angie, for you to be able to direct staff to make it. But if we can reach out to other people based on the scope of work, Angie, whenever you are prepared to bring it back to the Board, I'm prepared to support you one way or the other to get under one contract and get the work done.

Mr. Mecsecs: I don't think there's any question, the one contract is the way to go. But in fairness with Bob saying this, yes, so what I would recommend that we do, Jason, is Angie, you get with Jason, take that scope of work. We have a pricing or you're going to provide a pricing to us, check and see if there's anyone else out there that will seize the scope of work without doing a full RFP process because we don't have this under the threshold and then come back to us with a recommendation.

Ms. Littlewood: I've been fending off all week and I know other Board members have and I know the residents in the community have been coming, they've been fending off as well that the areas around the ponds have grown significantly. It's not your fault. I've written to everybody and said that everybody has complained and said the contract says you could do it in the winter months every three weeks and then every other week in the summer months. I didn't negotiate the last contract so I don't know where it came from but nearly every landscaper that we have had dealings with their winter months have been like December, January, February, March, and then maybe started the summer months in April or May. I know that yours has been June. Well, it's the beginning of the rainy season so it's going to grow. Am I unreasonable in saying that the winter months or it should be a shorter period and the summer months longer? That would increase the number of cuts that we need, right?

Ms. Littlewood: My question to you is for you to do your job properly, we need to shorten our expectations of what the winter months are and lengthen the summer months, right? It's the winter months where they are being cut every three weeks. See this last month, we've had a little bit of rain but hey, grass just shoots right up as soon as you put a drop of water on it. For me the summer months should start in April.

Mr. Martin: They do.

Ms. Littlewood: Well, I was told they start at June.

Mr. Martin: No.

Ms. Littlewood: Well, I don't know what happened then because the grass has had a lot of complaints but I think you sent Mary a complaint as well. We read a lot of complaints about the grass. Do we need more cuts?

Mr. Martin: I was just saying that even every other week, you'll probably get complaints because even every other week, you will get seed heads and then the ponds will be tall. It's just the time of year with the rain and even day length actually makes a huge difference with the grass and there's a big growing period.

Ms. Littlewood: Explain to me again why we can't do it every week in the summer months?

Mr. Martin: There is increase in a budget. You're going to almost double what we're doing now. It's just man hours, is all it's about. All we do is man hours.

Mr. Meccsics: I think what he was saying also Angie, is if he'd go there every weekend, especially during the summer, you could cause some damage and erosion around the ponds. I mean, that's what he was mainly saying.

Mr. Martin: Some of the steeper areas especially if it's a steeper area and you're mowing every week, you can cause some damage and some problems for Alan.

Ms. Littlewood: I have another question for you, James. I don't know whether you remember. We spoke on the car park there that ridiculous strip of six-inch grass that goes across that you have to spray. You said you could send me something where we could improve that and also the view for the residents that live behind that by planting up some grass and putting some salt down. Can you get back to me?

Mr. Margeson: I don't know why you don't have it, but I'll make sure you get it.

Mr. Meccsics: Any other questions?

Mr. Zelazny: Part of the problem is when we tried to reduce the cost a couple of years ago, we picked a different mowing cycle. Perhaps you as the professional should bring to Angie what you think the mowing cycle should be to support the community. Because we did it from when we cost cut it. When we did it first time it was to save money,



so we arbitrarily picked a number. It might not be the best number maybe when you deal with Angie, you can have a better number or if that number is good, that's fine too.

Mr. Meccsics: That should be included when we do the proposal on that. That should be all included in there. We have a one of way of doing it, not doing it and switching it back and forth.

Mr. Martin: A lot of that's due to just the tolerances of the community, what you want and where the pond is. If you have a pond that backs up to a residence or something, sometimes you want to designate that pond out for maybe a more frequent mowing. That's again, it's up to you guys, how are you guys want to do it. If it's a pond that's off the back or something, you might not want to waste your dollar mowing that every week, whereas so maybe we can look at it and designate certain ponds that you want to increase the frequency on. We'd be happy to do that obviously that's easy for us to do.

Ms. Littlewood: That'd be awesome if you could do that.

Mr. Meccsics: The direction from the Board then is for to come up with a proposal based upon the statement of work after you all worked out any differences and disagreements, and then we'll bring that to the Board at our next meeting for a decision. Keeping all within the legal guidelines of what our staffing costs for the contracts and make sure you know what the contracts say.

Ms. Littlewood: I've had a request by the resident that lives in the house, just there behind the car park, there that very first house. I worked with Ron and he has removed some of the plants behind their house, which it belongs to the golf course and if they're going to put the turf in there, which is great and they were very happy about that. But she's asked me if they can do some landscaping before the turf is put down. Now, the property is CDD property and what she'd like to do is put a palm tree in there and some colorful plants, which the turf would mow up. My first question was, who's going to maintain it? Is it something that your landscape is going to maintain? A palm tree dies and who will replace it. I said, well, who's going to maintain it? Is it your landscaper that's going to maintain it? Are you expecting the CDD to maintain it? What would happen if we did maintain it? The plants died, what would happen? At that point, she didn't have an answer, she said she would speak to her landscaper. I said I would bring it to the Board this meeting to see what the Board felt about some of the landscaping CDD.

Mr. Mecsecs: Well, I think that's something we have to bounce off our legal staff as well. In the past, we've had people put trees on CDD property with the stipulation is that once it's on the CDD property, it becomes CDD itself. They have no other responsibilities with that and if there's any issues that come with that, then it's our responsibility either get rid of the plant if it dies or something like that. We did not have at that time so that's why I think we need to have a question made as to whether we can do, they're not having someone's private contractor come on and work on CDD property.

Mr. Zelazny: Well, there are a couple of places already and I talked to the lady and I asked her to give you a call because it's landscaping. But are two or three spots on the West that we have already approved for people to put plants on and it's always been that they are 100% responsible. If the tree dies, it dies, if the bushes die, it dies. We have no responsibility as the CDD. I mean I personally have no problem with her as a matter of fact I said if there's something you want to do, you should do it before the golf course puts down the sod because that's just wasting money.

Ms. Littlewood: If we have no responsibility for it, does that mean we maintain it or we don't?

Mr. Zelazny: We don't.

Mr. Mecsecs: We don't. No.

Ms. Littlewood: Does she maintain all the shrubs?

Mr. Mecsecs: Well no, that's why I want a legal review before we tie a resident to maintaining CDD property. That will want that legal review because that way it'll keep us out of trouble.

Mr. Zelazny: We don't have to go too far. We have behind the driving range all of those yellow bushes are on CDD properties that are owned and maintained by the residents. That's been adjudicated before. So I don't I don't know why it needs to be rehashed.

Mr. Mecsecs: Well, I think, Sarah, because we've done a lot of things in the past, where we did not necessarily get legal review and that's my concern here. Sarah, so the question is, if someone is a resident wants to put something on CDD property, can they have their own landscaper maintain it and what responsibilities do we have as CDD?

Ms. Sandy: It depends what kind of arrangement the District wants to have. Also keep in mind, you'd be setting a precedent moving forward. Technically, if it's on District property, the District should be the one maintaining it, unless we have in place a bill of sale indicating that the tree or whatever landscaping belongs to the residents and we provide them with a license agreement to have their landscaper come on the property to properly maintain it. We certainly have had agreements like that in the past. Usually, it would be in regards to something like a fence that is on District property. It's called an encroachment agreement. We essentially say, yes, a homeowner resident, you can have this on the District's property, but you are responsible for maintaining it if it harms or damages District improvements that they are responsible for that damage. They also are responsible for removing it. If at any time the District decides that it no longer wants it there, those are things that we typically would have in place and that I would recommend. But as I said, keep in mind the precedent part where if it's a special circumstance and why would it be different from other residents coming forward in the future to make another request.

Mr. Meccsics: What you're saying is that we can but we should have an agreement between the District and them as to what they're responsible for?

Ms. Sandy: Yes. If the District doesn't want to be responsible for the maintenance of the item, then yes.

Mr. Meccsics: I think with revenue raising your budget for saying that we're going to do more landscaping if they would do that. But I again, Bob's right, there's other places in the past we've done and we've never really talked about that. My concern is the liability within the District on that and just make sure because this could be a precedent for the future, if someone else wants to do it and we do it right this way, so go ahead.

Ms. Littlewood: Sarah, does that mean the resident can put whatever they want in there or do they have to come through us and let us know what plants they're putting in and we have to approve the plants?

Ms. Sandy: We could do it either way. I would suggest that the District be involved in approving or at least have yourself, Angie and our landscapers work with them to make sure that they're putting in something that goes with the aesthetic of the community that's not going to cause any issues for the surrounding areas.

Mr. Zelazny: Clearly, the resident has to let the District know what they want to put in, and Angie, you would have to approve whatever they're going to put in.

Mr. Mecsecs: In this case, what we can do is, you can go back to the resident, and Sarah, let's get something so that we can have get with Angie so that we're recovered legally and then whatever they want to put in, you have the approval authority on that.

Ms. Littlewood: Sarah, I've got another one for you. What are the lift stations at the moment, are they ours and can we landscape them?

Ms. Sandy: The one lift station, on Sawgrass, we have received a scanned copy of the executed deed from the developer. I am currently waiting and have to receive the original before I can record it, which I believe hopefully I will receive by early next week. Once we receive that and record it, then we can landscape that specific lift station. The other ones in the District, I wasn't asked to look into all of it, but my understanding is that all the other ones are owned by the CDD.

Ms. Littlewood: We have two that need landscaping. I really would rather, we've heard the quote from Prince & Sons to do it and prices of everything is going up and I really would like them to do them both at the same time to save costs on them coming back and forth. Can I just authorize them to do that, to do both or do you want me to wait until you've got it all recorded and send me a notification?

Mr. Mecsecs: Would have to be a Board approval on that, especially because we're annexing property itself. You just can't approve on that. That would have me a Board approved. I know there was a question about one of our residents the last time as to the condition that they are right now and do we accept them from the city or the developer without any stipulations? That's a good question and I think that's something we would have to have legally with the developer if they will do any improvements on that before they turn it over to us. Go ahead.

Ms. Sandy: Jim, are you referring to the lift stations?

Mr. Mecsecs: Yes.

Ms. Sandy: We have. I believe, by the execution of the deed, we accepted it. I guess I understand the Board's direction from the last meeting. When I updated that, we would be asking for the deed that we were okay moving forward as is.

Mr. Mecsecs: We would accept that property as is?

Ms. Sandy: Yes. The Sawgrass lift station specifically, all the other ones the District has already previously accepted.

Mr. Mecsecs: In the past, when we've accepted them from that, they've all been as-is condition. There were no improvements made beforehand that I do remember. Go ahead.

Ms. Littlewood: Did the Board approve the money for the landscaping?

Mr. Mecsecs: Yes. We're good to go on that, and what I'm saying is once we get the transfer then you're free to go and get that executed, is that correct, Sarah?

Ms. Sandy: Correct. Yes. If the Board previously approved it, then as soon as that's done, which hopefully it will be next week.

Ms. Littlewood: I opened up my emails last night when I got home and there was an email from somebody from one of the pickleball people. They have a request that we ask the landscapers to change the time of when they cut around the pickleball court because they said the noise is deafening and it's affecting their play. I'm going to leave this to the Board, but here's my opinion on this. We all have landscapers that take care of our yard as most of us do. We all know that those landscapers do the schedule to suit themselves and I would ask if any members or any residents ask their contractors to come at a specific time or after a specific time, it's just not feasible. I would ask the pickleball players to just show a little bit of grace and accept that maybe just for that one day, they may be disturbed. I don't know whether the Board wants me to go ahead and ask them to change the time or whether we should just say just give us some grace.

Mr. Mecsecs: Go ahead, Bob. Do you have any?

Mr. Zelazny: I think, Angie, you can ask them if they can do it. If they can't, the schedule to get the work done in the community is the highest priority.

Mr. Mecsecs: Yeah. That takes over, and then I agree with you. They should show a little grace.

Ms. Littlewood: My last point is the wetlands area that were cut, I am waiting to speak with Chez LaRue. They weren't cut by Applied Aquatics. I'm waiting to speak with Chez LaRue to see where we stand on who can cut them and who can't, and I would request that the golf course landscapers do not cut anymore until I've got that authorization.

Mr. Mecsecs: Okay. This is the general buffer. It's not those three areas that you had to recuse yourself from, correct?

Ms. Littlewood: Yes.

Mr. Mecsecs: Okay. Just want to make sure that's straight. Anything else?

Mr. Zelazny: One thing, Angie, on the pet parks, we have approved two contracts to resod parts of them. I was through the pet parks yesterday talking to some of the people, and the pet parks actually look quite good. I'm not a professional landscaper, but I don't know if the amount of sod that we had contracted for, is that necessary right now? I think those two contracts could maybe be reduced in size. I would just ask you to look at that and see if we can reduce because I think it was \$1,700 for each one or something like that.

Ms. Littlewood: I think it was 16 for one and 14 for the other something, but yeah, we actually have also been given some seed. I was going to speak with the contracts about that. We've been given quite a substantial amount of seed. I can't remember the brand, but I was going to speak to the landscapers about that to see if we could use that too.

#### **D. Approval of Rate Increase for Jani-King Contract**

Mr. Mecsecs: The next one, approval of rate increased for Jani-King contract.

Mr. Greenwood: I understand you've had Jani-King here for some time now. Essentially, what it was, they provided their notes. John reached out to our office, John Anderson, and it was a case of we see the minimum wage has gone up and they are proposing an increase of 8%, which will bring the monthly cost at \$2,549. That's the case if the Board is happy with the cleaning services and they're okay with that rate increase.

Mr. Mecsecs: Bob, as you were doing some of your numbers and submitting to Mary, I know Mary is not here, do we have that increase accounted for in our next year's budget?

Mr. Zelazny: No.

Mr. Mecsecs: That would be something. Were they asking for it to be effective immediately or in the next year's budget?

Mr. Greenwood: We can ask if we can push it off into the next fiscal year, but ultimately, it would be one of those if approved, they'll make it applicable effective next month.

Mr. Mecsecs: That would have to be adjusting for our budget when we do it in end of August. All the feedback I get is Jani-King does a very good job. They're in here working all the time. I know that, Mary, you concur with that. What I would then ask for Jason to go back and talk with them some more, see if they can push it up, but if not, then I would recommend that we approve the adjustment to the next year's budget. If they can do that, that's fine. If they wait till October, that would be in better arms, but I think I'll probably need a motion for that, don't I? Do I have a motion to adjust their costing by that percentage point and then put it into the budget for next year?

Ms. Littlewood: Is 8% not a little steep? I know inflation's high at the minute, but everybody else seems to be just increasing by 5%.

Mr. Mecsecs: Well, inflation is at 8.6% right now and from what I saw this morning, rising. I'm sorry, I don't want to get into politics because I'm cynical that it's ever going to drop for a while yet, but that's a good point.

Ms. Littlewood: It's just that the other companies are printing out 5% and then we jump to an 8% increase.

Mr. Mecsecs: Any further discussion? First, I seconded. Then we had a discussion. All in favor of adjusting that? I need a response.

Mr. Zelazny: What did you want?

Mr. Mecsecs: Well, you made a motion. I seconded. We had a discussion on Angie and that was to accept that 8% on that. We have a vote.

Mr. Zelazny: I'd said yes.

On MOTION by Mr. Mecsecs, seconded by Mr. Zelazny, with all in favor, the Jani-King Contract for an 8% Rate Increase, was approved.
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**E. Discussion of Non-Exclusive License Agreement with Select Rehabilitation, LLC Regarding the Use of the District's Amenity Facilities for Providing Outpatient Therapy Services**

Mr. Meccsics: The next discussion of the non-exclusive license agreement with Select Rehabilitation, LLC regarding the use of the District's amenity facilities for providing outpatient therapy services. I know Mary Clark had asked us to look over the rehab and some of the things there and make sure there's no liability and we've gotten Sarah involved with it for an agreement with them so that we can get some remuneration for them, the use of the facilities here. It is a very well-accepted program. People really like having the Select Rehab here. Sarah, I'm going to turn it over to you on this.

Ms. Sandy: Thanks, Jim. As I discussed with the Board at the last meeting, I let you know that I would go back and revisit the arrangements that we could have. License agreements like this are fairly common at several of the Districts that I have. If there is a third-party vendor that wants to come in and provide certain services, swimming lessons, workout classes, things like that, typically we would have them enter into a license agreement like this. It gives them the ability to not only be at the amenity facilities and access it, it requires that they have certain insurance, that they have the proper types of licenses, and also lays out the agreement between both the District and the vendor. Here in particular, some of the points that I want to go through with the Board. First, it provides that these services that they're providing would only be available to patrons of the Districts Lake Ashton I, Lake Ashton II. The term patron would be defined under our joint amenity facility policies. That means that they can't bring in non-residents that are not paying the user fee to have access to our amenity's facilities. They can only provide those services to those that already have their own access to be in a facility. Additionally, it provides that coverage for the wear and tear of providing their services. There's a mountain here, I believe it's about \$250 a month is what we settled on. Different Districts take different approaches, whether that's doing a percentage of the revenues that come in or a flat fee for the month. The idea is to cover their use of the facilities as the wear and tear that it would take the electricity help supplement that in the same way that when we rent out a room, we ask for a certain fee. That also is up for discussion for the Board on if that amount is sufficient. I will say that Supervisor Clark sent me some comments. I've corresponded with her a little bit before the meeting because she had brought this up at



the prior meeting and wouldn't be here today. She did review the agreement and provided me some comments on it that I'd like to go through with the Board. I can wait until I get your thoughts and opinions on the agreement and then we can go through those in more detail and see if there are any. One, any changes that the Board would like to make to it, and two, if you'd like to approve it. The last thing I wanted to address, again, Supervisor Clark brought up at the last meeting that she had heard that Select Rehabilitation was using the HFC as their primary business address. I looked into that some more and Select Rehabilitation LLC, which is who would have the agreement with. It's not with any individual therapists. It is their therapists that they would be able to have working at the facility, but it's not the actual legal entity. They are based out of Illinois, actually. They have a primary business address that is not the HFC within Florida. I think what Mary had seen or had been provided, one of the therapists that worked for Select Rehab has an NPI number and it's given out for those that receive Medicare or Medicaid payments for services that they provide. It lists a couple of different addresses on where they provide services. One of the addresses was the HFC. I spoke with both Jim and Mary Bosman about seeing if we can get that therapist to switch it over to Select Rehabilitation, Florida office. They are not listing the HFC as where they are operating their business out of. I just wanted to make sure and clarify the Board that that is not the case here.

Mr. Mecsics: I know the folks from the Select Rehab has a copy that agreement for them to take with. Because obviously, their corporate legal folks have to go. I know you have inputs from Mary, so I would recommend then whatever which you have with Mary get with Mary Bosman. Then we can hash that out so that we can hopefully continue this program. Because it is very positive for a lot of the residents. Can we do that, Mary?

Ms. Bosman: What?

Ms. Sandy: If the Board doesn't mind, and unless Bob and Angie have any specific comments, there are a handful of Mary's comments that I want to go through with the Board to make sure that everybody is on the same page with the changes that she's suggesting. The first one was, there is a provision in there saying that they do not have exclusive rights to any portion of the HFC. However, if at some point they needed exclusive access to a certain area that the Community Director being Mary Bosman, would be able to approve that. I think Mary Clark did not think that they should have any

right to have exclusive access. But if they did, she wanted the approval to be at both direction of the Community Director as well as the Overseeing Board Supervisor. I guess I would ask the Board, do we want to just take out the exclusive rights piece altogether or if you want to leave it in, are you okay with having the approval at both the Community Director and Supervisor?

Mr. Mecsecs: Yeah. I think my personal angle leave it at the Community Director and the Supervisor, which would be me, if we have any issues on that. Any comment? Okay. Go ahead.

Ms. Sandy: The next item is that she wanted to add a limiter on the rights of use and we talked about this at the last meeting, so I don't think that the Board would have an issue at it. At no time to be able to ask other users of the amenity facility to step away from machine or any of the facilities to take precedents to indicate that they have a right to use that equipment over somebody else that's using it.

Mr. Mecsecs: Yeah, I think that was discussed with Mary. They understand that no, they cannot preempt a resident or anything like that for the exclusive use. I've been there myself, quite a bit. I do know we have some residents that just don't like having them in there. I'm sorry about that, but that will be part of our agreement and we'll continue to keep an eye on that.

Ms. Sandy: Then last thing that she said she had a strong feeling on, was that the \$250 fee was too low. Her justification was that we charged non-residents a \$4,000 annual fee for the facilities which amounts to \$333 monthly. That's just for a single person and that Select Rehabilitation, will use the facilities for multiple individuals and the fees should reflect that. She thought \$500 monthly fee, which comes to about \$6,000 annually, is still significantly less than what's been if they had to operate at their own building and use their own equipment. She felt strongly that the monthly fee should be a higher one.

Mr. Mecsecs: Mary, we can go back with Select Rehab and talk about adjusting that pricing, if the Board concurs. Anything else on that Sarah?

Ms. Sandy: No. Those were the only items that I have to ask the Board. If comfortable with those, then I'd ask for a motion to approve the non-exclusive license agreement with Select Rehabilitation as amended.

On MOTION by Mr. Mecsecs, seconded by Ms. Littlewood, with all in favor, the Non-Exclusive License Agreement with Select Rehabilitation, was approved as amended.

**F. Update on Lake Hart (*Requested by Supervisor Littlewood*) – ADDED**

Mr. Mecsecs: Next is the update on Lake Hart. Was that the part you talked about before?

Ms. Littlewood: No. But it is requested by me. But really, it's an update to see where you are on it really.

Mr. Mecsecs: I've got to stop you there. Because you can't talk about that. Remember the last meeting we had. Are you talking about the three areas?

Ms. Littlewood: No. I just wanted you to give an update for the residents of where you are on this.

Mr. Zelazny: The residents then have to come to talk to me. You have had to recuse yourself on that, Angie, so you can't.

Ms. Littlewood: I can't even talk about it, Sarah?

Mr. Mecsecs: Remember we had this at a meeting.

Ms. Littlewood: Okay.

Mr. Mecsecs: Now, saying that, the three individuals that I work with, I have an update from the folks next week and I will get with them.

**EIGHTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. Mecsecs: Staff reports. Attorney?

Ms. Sandy: Everything else I had for the Board we've already discussed. I have discussed working with Supervisor Zelazny on the golf course rates to advertise for the public hearing in August. We've got that ironed out and should be set for the August public hearing. Otherwise, I don't have anything else to report unless the Board has any questions.

Mr. Mecsecs: We're going to set a public meeting for that in August. Does that fit your schedule?

Mr. Zelazny: Correct. That's to set the new parameters, high and low so we can adjust the rates during the year, next year without going back to the Board.

**B. Lake Ashton II Community Director**

Mr. Mecsics: Alright. Now Community Director Mary.

Ms. Bosman: It's summertime, so the residents are on hiatus of some of the activities as beginning of summer activity that we do is we contact all the chairman of all the activities and say, what are your plans for the summer and so forth, so we don't have some of the newer residents come in for an activity because it's published on a calendar that's not accurate. We get a handle on what's on hiatus, how long it's going to be on hiatus, and when it's going to start back up again, and residents really like that. One thing I did notice, I've been here for several years and there's more and more residents staying here year-round. That's just a thing that I've seen happening. There was a time when almost 50% of the activities were on hiatus in the summertime, but that's not the case now, actually, we only had 11 that were on hiatus. We have two seminars monthly continuing to do that through the summer because I feel strongly that the residents that are here deserve to have a continuum of activities and seminars and so forth. Yoga classes, we have something new this year. Our yoga instructor goes up north for the summer and she's partnered with a person that is enabling Zoom classes to be held at no cost to the District. That's something new that we're doing and helping her out with letting the residents know how to hook up with that Zoom connection. That's nice for our residents. I'm going to save one of the announcements on activities until the very end because it's a fun one. We are having dances and so forth, huge success. We have tables reserved. It's a packed house all the time, and that's a plus in many ways. June 3rd, we did have a cancellation, however, because of a low number of table reservations, that is the exception for the entire year. So with one exception, I don't think that's too bad. Maintenance projects. James is due back in here momentarily. Lighting for the next to the final phase, Phase 4 has been ordered and they are in and installed. We are working now. I have it on my calendar after July 1st, the fourth quarter, then we can begin ordering for the final phase of those LED lights, and they do make a big difference. I had requested at one time if we could get a copy of the TECO bills so that we can monitor past and

present for a comparison, wondering if I could get a copy of that, so James and I can sit down and actually give you a measurable difference and what those LEDs are doing for us. Thank you. Some of the things that James has done, I always have to sing his accolades, because he saves us tons and tons of money. The pool filter grids change. He does all this himself, he and Karen. They changed the pool filter grids, that's an annual thing and quite a lengthy process. They replaced the swimming pool room, door locks, two of them, they've changed all the air AC filters, that's a routine thing that's done. Replace the sprinkler head at the HFC was a case of a quarter to six at night and we had a geyser on the south wall here. I called James and he showed me how to shut the sprinklers off, and the next morning he went over to Home Depot and he took care of business. I appreciate the fact that I've been working with Angie and we have all the irrigation systems by zones, we know where they are, and we can actually tell the irrigation machine out there the time or the clock and shut off that specific zone instead of shutting down the whole system. That's been really good to have that knowledge, Prince worked with us too on that, didn't they? Repair the pool heater, there was a valve leak in that. He repaired the popcorn machine, repair the freezer condenser motor, repair the back gear on the ice cream machine, repair the matrix hydro-machine bike, he fixed the brake light in the Red Golf cart, replace the dimmer switch in the community center, replace two lights in the pickle-ball courts, and change two door locks in the HFC, in addition to the ones that I've mentioned in the pool. James is a good guy to have around and he saves us lots of money. Does anyone have any questions?

Ms. Littlewood: I don't have any questions, but I just wanted to say thank you to all of you, all the staff. I know you all work very hard on these dances and James and Karen always prepare all the props and I think you do an awesome job. Thank you.

Mr. Mecsecs: Mary, as one whom is at most of the dances and sometimes we'll do you guys do a phenomenal job.

Ms. Bosman: Thank you. I appreciate that.

Mr. Mecsecs: Part of that is I think we've talked a little bit, we're going to get a credit card reader here for the front desk so that we don't have to worry about petty cash for keeping money on hand. We'll be setting that up with the bank to have a credit card reader here for that.

Ms. Bosman: That would be very much help. My big surprise is we have things firmed up and approved. We're going to have our first new year's eve dance this Saturday, December 31st here with a five-piece band.

Mr. Mecsics: There'll be a Rocking New Year's Eve.

Ms. Bosman: Thank you.

Mr. Mecsics: Angie, you had one more thing you wanted to bring up.

Ms. Littlewood: I did. I'm sorry, I missed it in landscaping. I've given you all a proposal that came through. The outdoor controller needs fixing and we have to have an old clock and the new clock. The old clock taken out, the new clock taken in and that came to \$597.50. I need approval from the Board for that work to be done.

Mr. Mecsics: For which? Can you say that again, please?

Ms. Littlewood: Do you want me to say it in English this time?

Mr. Mecsics: Yes.

Ms. Littlewood: I know I babbled a bit there. I don't know what this is. It's 100 proceed 12 station fixed the outdoor controller.

Mr. Mecsics: Is that the clock thing?

Ms. Littlewood: Then there's the labor to remove the old and install a new clock. I'm guessing it is.

Ms. Littlewood: I make a motion to approve this bill to have the clock renewed.

On MOTION by Ms. Littlewood, seconded by Mr. Zelazny, with all in favor, the Clock Renewal/Installation, was approved.
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### **C. District Manager's Report**

Mr. Mecsics: District Manager's report.

Mr. Greenwood: There was the landscape scope of services. That was something that field operations and myself, we worked extremely diligently on putting it together. This is the scope of service that was put together. It was circulated yesterday. I will work with Angie. Angie provided some questions regarding the scope. I will be providing that feedback from my field operations. I did only receive that yesterday, understanding that they're busy and I wanted to go to the expert that put the scope together. I wanted to

make sure that it was done correctly. Now we're going to be able to get apples to apples and something that we can actually hold whoever the landscape vendor is accountable for. Also with that field operations provided at the last meeting, the Board requested proposals for the installation of two solar lights. I provided the picture at the last meeting. Essentially it stands on an 11-foot pole. It looks like one of those. I know it's very difficult for the Board members to see from here. There are two options. You either go with the 100 watt or you go for the 300 watt. That looks like a floodlight, very bright. The installation of these two poles, labor, equipment, materials. If we wanted to do the 100-watt lights, that would be for a total of \$1,170. If we wanted to move up to the 300 watt, we would have to add an additional \$150 per fixture. That was the proposal that I had our field operations put together for us.

Mr. Mecsics: Can you send that to all of us so we can look at it and we'll discuss it at one of our next meetings?

Mr. Greenwood: Not a problem if you wanted to have that circulated. I'll have it in the agenda for you guys.

Ms. Littlewood: Can you do that in black? Because it's in white there. Can you do it in black?

Mr. Greenwood: I will have to ask the specifics if they can do that. I know that the poll itself is aluminum. I can't change that. Maybe that can be painted a different color but you meaning the top of the fixture?

Ms. Littlewood: I mean all of it. I know you can get powder coated aluminum. It's actually spelled different to how we spell it. You can get powder coated aluminum, which you can get in black because the lights are black. Our lights are black so I wouldn't want something that was going to stand out like a sore thumb apart from the light, obviously.

Mr. Greenwood: I can ask the specifics on that and if we can actually get a different color for that. I know that we did discuss if we will be anticipating to hold our July meeting. I didn't know if we wanted to have that discussion about if we are planning to hold the July meeting or we just going to meet in August. I didn't know if the Board wanted to just confirm that or is it tentative?

Mr. Mecsics: Well, I think for the Board itself, again, I elicit comments. We try to keep so we save some money with having meetings successive or every month and

skimming it by every month. Other than discussing with the appointment of the other Board member and do we need to have a July meeting?

Mr. Zelazny: There are two issues. One is the appointment of the Board member and two, is Angie, whatever your path is on the amenity policy. I don't think we need one unless Angie identifies a need for it for the amenity policy, and Mary thinks we need to move forward with appointing a replacement early. I believe that if she believes strongly because that would be two and two, I think we should go ahead and proceed and have the meeting and fill the position. Will you check, Jason, with Mary to see if she is amenable to or she thinks we need to have a meeting and if it's that then we will have a meeting because that would be that.

Mr. Greenwood: If she's available for July.

Mr. Mecsecs: Well, if she believes is to explain to her about that what Bob was just saying as far as the having the appointment of the person, do we need to have a July meeting to do that then or do it in August, but she will be driving them.

Mr. Greenwood: That sounds good.

## **NINTH ORDER OF BUSINESS**

### **Financial Report**

#### **A. Approval of Check Register**

Mr. Greenwood: We've got the financial reports, you have your approval, the check register, combined balance sheet, special assessment receipt schedule. I know, Bob, you mentioned one question that I'm going to circle back. Also I'm corresponding with Sharon right now to figure out what that question was. Other than that, I'll be looking for a motion to approve their check register.

On MOTION by Mr. Zelazny, seconded by Mr. Mecsecs, with all in favor, the Check Register, was approved.

#### **B. Combined Balance Sheet**

Mr. Zelazny: Let's talk about the combined balance sheet for the financials for May. There's a couple of things that the Board needs to be aware of if you just go down the sheet. One is revenues are up by \$57,000. That sounds good, \$36,000 of that was contributions from the residents along the lakes for the buffer zone. But buried in that is



an \$18,000 increase from the amenity manager for events that she has held here. We've made \$18,000 profit so far this year on events. Kudos to Mary and her staff and everything for the planning of that. When you go down through the expenses, admin, we are underspent, which is good. In the field, unfortunately, we are \$144,000 overspent. That's primarily to engineering security personnel, electric butane, and then paying for the lake buffers. If you extrapolate out to the end of the year, we are still going to be have deficits spending, but the budget that we proposed for next year has that Delta already included. The Delta is covered in the 2023 budget. Overall, revenue is up \$57,000, admin is under spent by \$21,000, field is \$144,000 over, which gives us a Delta of about \$65,000 out of that \$142,000 that was uncommitted funds in the general fund. You can see that in the budget, we're going to take query over approximately \$80,000 plus that's in that and then the first-quarter reserves. The budget looks good in that regard. When you go down to the capital budget, you'll see that we have approximately \$366,000 left in the budget for the capital projects. However, we've approved \$4,800 for the pet parks, \$5,400 for the lift stations, \$9,000 for pickleball, \$32,000 for the driving range, \$2,500 for LEDs, \$2,000 for the pump house roof and today, we just approved \$20,000 in additional projects. That brings that 55 close to about \$80,000. You'd have to subtract the \$80,000 from the \$366,000. The carryover would not be \$366,000. We'd actually be carrying over about \$280,000. In a good position this year, the only unknown is the roof for the HFC. It was originally in the budget for two years ago then it was in the budget this year. We haven't replaced it. It's in the budget for next year. My concern and the concern of James is that the quotes that we've had were around the \$200,000 range and that's what's in the budget. That number could go significantly higher and so we just have to be prepared for that. Any questions on the May financials?

Ms. Littlewood: The money for the roof is not going to come out of the carryover or have we already got that budgeted in?

Mr. Zelazny: The \$200,000 for the roof this year is in the budget. If we don't spend it this year, we have put it in the budget for next year. If we do it this year, then the carryover for the capital budget will go down by \$200,000. There is a concern obviously that 8.5% inflation, that equates to about \$260 per resident. We need to be very mindful of how we spend our money going forward. There is some flexibility in the next year's

budget in terms of landscape replacement and other capital projects and things like that. We can identify about \$50,000-\$70,000 which is soft money. I think we're okay for next year with no issues, but we have to be very conscious of where we spend our money and how we spend our money. Then, of course, the following year, we're going to have to take a really hard look at what the expenses are. Let me see if I covered everything on the budget.

Mr. Mecsecs: Anything else with the financial areas?

**C. Special Assessment Receipts Schedule**

*This item was not discussed.*

**TENTH ORDER OF BUSINESS**

**Supervisor Requests**

Mr. Mecsecs: Supervisor's requests?

Mr. Zelazny: Angie, I got a call again the other day this time from the golf course referencing Jerry Duffy's request on a memorial bench.

Ms. Littlewood: I've emailed that lady and left messages and she's not getting back to me. I'll reach out to her again, but so far, she's not got back to me.

Mr. Zelazny: I'm sure that's probably the case which she would like to have the bench put on the driving range and the golf course has no issues with that. If she wants to move forward, golf course is fine with that.

Ms. Littlewood: I'll try to reach out again.

Mr. Mecsecs: Anything else? Any other supervisor comments? I have a statement.

Mr. Zelazny: Before you close up. Let me just give you an update on some of the projects especially the pickleball court. I talked with varsity yesterday, talked with their construction supervisor/foreman and it looks like right now it's going to be the last week in July that they'll be able to come in and do it. They said it could be a week earlier, could be a week later. Anytime they have substantial rain, they could lose three days of work. I did talk with chuck from pickleball group, I gave them an update that it looks like we're looking at the last week in July for the pickleball courts to be resurfaced.

Mr. Mecsecs: Anything else, Bob?

Mr. Zelazny: No, that was it.

Mr. Mecsecs: In regards to the statement that was made earlier, let me remind Board members that we do not allow personal attacks. That was explained numerous times and when we had other Board members that went on and it should have been called out-of-order, but let me say this. I've been in Lake Ashton for almost 14 years. I've given my heart and soul. I have never done anything unethically or illegally here because what we did was discussed with the District Manager as we came in and our legal. As far as ethics, I'm a veteran and I uphold our democratic principles and I'm personally ashamed of someone saying those things about me. If you have been spun up or anyone that says that to you, have them come and talk to me personally. If they don't have the guts to do so then let them remain silent. But I wanted to correct for the record right now and I will be talking to my attorney about slander. That there was no unethical or illegal method's done with what we did and it's not open anymore discussions. That's my statement. Thank you. Do we have any other comments? If not, this is the point where we talk about adjourning the meeting. Do I have a motion to adjourn the meeting?

#### **ELEVENTH ORDER OF BUSINESS**

#### **Public Comments**

Ms. Littlewood: No public comments?

Mr. Mecsecs: Oh, I'm sorry. I beg your pardon. Yes.

Jim Hellman (6140 Pebble Beach Boulevard): I just had a comment regarding the discussion about resident funded improvements on CDD property. I would just suggest that the Board and not take into consideration when they're making those decisions, maintenance agreements with those property owners, that one I think that would be very hard to enforce and secondly, I'm sure they would not survive the change in property ownership. At some point, the CDD is going to end up holding the bag on the maintenance for those improvements anyway. I don't think you should take those into consideration and they should stand on their own based on the benefit to the community in general. Secondly, with regards to the therapy services that are offered here. One I think it's great and I think it's nice to have the convenience for the residents and I think that's a huge benefit for those that need those. Hopefully, I'll never have to take advantage of that, but it's nice and comforting to know it's available, but one of the things that you're on the agreement, I don't know if it's limited to Lake Ashton residents only or if it's open for them

to bring outside clients in. If it is, I would suggest that we not allow that. Then secondly, there's a little bit of a discussion today about the number of clients at any one time, but I think that agreement should include some limitation on the max number of clients at any one time that it doesn't take over that facility for therapy and not leave access for the residents. I certainly agree with the agreement not to allow them priority or exclusive use of the equipment or any particular time on the equipment over there.

Mr. Meccsics: Thank you, Jim. Any other public comments? Hearing none,

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

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

  
Secretary / Assistant Secretary  
Chairman / Vice Chairman