

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

The joint meeting of the Board of Supervisors of the Lake Ashton Community Development District and Lake Ashton II Community Development District was held on September 27, 2019 at 11:00 a.m. at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lake Wales, Florida 33859.

Present and constituting a quorum:

Mike Costello	Lake Ashton CDD Chairman
Borden Deane	Lake Ashton CDD Vice Chairman
Bob Ference	Lake Ashton CDD Assistant Secretary
Bob Plummer	Lake Ashton CDD Assistant Secretary
Doug Robertson	Lake Ashton II CDD Chairman
James Meccics	Lake Ashton II CDD Vice Chairman
Stanley Williams	Lake Ashton II CDD Assistant Secretary
Carla Wright	Lake Ashton II CDD Assistant Secretary
Bob Zelazny	Lake Ashton II CDD Assistant Secretary

Also present:

Jillian Burns	District Manager
Andrew d'Adesky	Lake Ashton CDD District Counsel
Sarah Sandy	Lake Ashton II CDD District Counsel (by phone)
Christine Wells	Lake Ashton CDD Community Director
Mary Bosman	Lake Ashton II CDD Community Director
Numerous residents	

***Please note that due to a lot of background noise and conversations portions of the meeting cannot be transcribed verbatim where the recording is inaudible.***

**FIRST ORDER OF BUSINESS**

**Roll Call and Pledge of Allegiance**

Ms. Burns called the roll and the pledge of allegiance was recited.

**SECOND ORDER OF BUSINESS**

**Approval of Meeting Agenda**

Ms. Burns: The first thing we have is Approval of Meeting Agenda. Unless anybody has any additions to that, I think we would be looking for a motion from each Board.

On MOTION by Mr. Plummer seconded by Mr. Costello with all in favor the meeting agenda was approved by the Lake Ashton CDD Board.

Ms. Burns: And Lake Ashton II CDD?

On MOTION by Mr. Robertson seconded by Mr. Meccsics with all in favor the meeting agenda was approved by the Lake Ashton II CDD Board.

### THIRD ORDER OF BUSINESS

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

Ms. Burns: That brings us to Public Comments. First is Wendy Bachleda.

Ms. Bachleda: I want to talk about the changes to ashtonliving.net. I think the directory is a very useful too, and many of the residents and staff use. I think it should be maintained by the CDD. I am not sure how the public records from GMS will affect us or whether it will be beneficial to have a name, address, phone, and email address available to residents in a timely manner. As for the remainder of the information that is currently on ashtonliving.net, it seems it will be going out via eblasts. Eblasts are already overburdened with repetitive information. The current format for calendars will not support additional information that will need to be listed. Once a monthly calendar has been sent out, changes should be highlighted by a different color, or only changes should be sent out again. Any careful consideration needs to be taken on selecting which items will be put into the new CDD website and which will go out via eblasts. I want to thank Mary and Christine for keeping the residents well informed. Thank you.

Ms. Burns: Steve Realmuto is next.

Mr. Realmuto: I also want to speak to the website. I share the previous speaker's concerns regarding the features that residents have come to depend on with what is on the previous site. The new one, lakeashtoncdd.com represents only a fraction of what is available on the existing website. In particular, in previous years residents have been asked which aspects of the site they use most often. Email is the most used feature and the announcements page that has links to additional information, I believe that page is

also used a lot. I urge the Boards to consider replacements for those because they are really important features to the residents. With regards to what we did get for the website, I understand that the intent is just to comply with the applicable Statutes because it is required that you have an ADA compliant website with a minimal list of documents, and that is fine. When I saw the website, I went back and looked at what the contract said. The contract said they were going to convert ashtonliving.net, and we are being charged for a large website. What you got instead is a single page website with just minimal information on it. I believe there might be more information that would be worthwhile to put on there. You may or may not be aware that CDD #1 maintains yet another website with regards to weddings and banquets. That site has not been converted. It is completely CDD-owned and should also be addressed. There was a page on ashtonliving.net that had most of that information, but that was completely ignored. It is a fairly simple page that could easily be converted, but what I see in the contract is covered in the terms of the contract, yet it is not on the new page. I believe the CDD #1 Supervisors should look into that because you did pay a higher rate and if I understand it correctly you actually paid more than CDD #2 paid for their website. What is the reason for that? You should be asking those questions. Thank you.

Ms. Burns: Iris Realmuto is next.

Ms. Realmuto: Speaking to Agenda Item #6, compliant District website and options for maintaining services that residents have come to rely on. Many residents may be unaware that the new website does not offer most of the services previously maintained by the CDD on ashtonliving.net. Important services missing from the website include the resident directory, classified ads, recent announcements and news, and the ability to view the LA Times online. It is much too big of a file to send by email. The options listed in the agenda package do not replace the features when the website goes away. Most of them boil down to sending email blasts and some cases, information will be available at the activities desk. Email is really not a substitute for a website and I hope the community will work together to find a more realistic replacement for these vital services. A resident-oriented website, ashtonliving.net, I maintain at no cost to the District. Looking at the chart I just handed out, my website already satisfies many of the community needs not fulfilled by the current CDD and HOA websites. I would be happy

to work with staff to expand that to meet the CDD's needs. Mary and Christine and some Supervisors already have accounts on this and I hope to be invited back during the discussion later on the agenda to see how we can move forward. Thank you.

Ms. Burns: I did have two other forms, but they were both for Item #5, which is the joint amenity rules and there is a public hearing portion for anybody who wants to speak on those, so if it is okay, we will hold those comments about the joint amenity rules for the public hearing portion of the agenda.

#### **FOURTH ORDER OF BUSINESS**

#### **Approval of the Minutes from the July 19, 2019 and July 26, 2019 Meetings**

Ms. Burns: Up next would be Approval of the Minutes from the Joint Meetings held on July 19, 2019 and July 26, 2019. Unless anybody has any changes, we would be looking for a motion to approve them from each District.

On MOTION by Mr. Deane seconded by Mr. Costello with all in favor the Minutes from the Joint Meetings held on July 19, 2019 and July 26, 2019 were approved by the Lake Ashton CDD Board.

Ms. Burns: And Lake Ashton II CDD?

On MOTION by Mr. Mecsecs seconded by Mr. Williams with all in favor the Minutes from the Joint Meetings held on July 19, 2019 and July 26, 2019 were approved by the Lake Ashton II CDD Board.

#### **FIFTH ORDER OF BUSINESS**

#### **Public Hearing on Joint Amenity Rules for Lake Ashton CDD and Lake Ashton II CDD**

##### **A. Motion to Open the Public Hearing**

Ms. Burns: Moving right along, we have the Public Hearing on Joint Amenity Rules for Lake Ashton CDD and Lake Ashton II CDD. Do we have a motion from each District to open the public hearing?

On MOTION by Mr. Williams seconded by Mr. Zelazny with all in favor the public hearing was opened by the Lake Ashton II CDD Board.

Ms. Burns: And Lake Ashton CDD?

On MOTION by Mr. Deane seconded by Mr. Plummer with all in favor the public hearing was opened by the Lake Ashton CDD Board.

**B. Public Comment and Discussion**

Ms. Burns: For those interested, if you want to come on up for the public hearing on the joint amenity rules, we will start with public comments.

Ms. Janis Gordon: Good morning, everyone. I would like to bring the following items to your attention. You might want to take notes. Under definitions, amenity facilities are listed as the Lake Ashton's clubhouse, community center, and the health and fitness center. To my knowledge there is no community center. It is a room in the HFC, not an amenity, unless I have missed something in my four years of living here. Page 2, media is defined as certain publications produced by the Districts that are solely intended to provide community information, including but limited to Lake Ashton. On page 17, the first paragraph states that the District hereby adopts a no-commercial advertisement policy. In essence, the LA Times will now be advertisement free and the only inserts will be from the clubhouse and the HFC regarding their calendars. Is this what you intended? Page 18, under pet parks, please add that food, including pet treats, are prohibited. And lastly, two law firms were assigned the task of producing the document to be enacted as policy. These firms had months to create, revise, review, and then submit a finished product. Unfortunately, throughout the entire document there are numerous errors. These are not typographical errors. These errors relate to basic grammar and writing skills taught in elementary and middle school, such as subject-verb agreement, the correct use of possessives, capitalization of a proper noun versus a common noun, the correct placement of commas and periods, using a comma where a semi-colon is warranted, and using the word "A" instead of "an". Lifeguard is a compound word, not two words. I wouldn't expect to see these types of errors in a rough draft, much less a final legal document. I find this caliber of work unacceptable and insulting. I urge the Boards to demand a clean, error-free document prior to signing. These errors could potentially change the meaning of what is intended. Thank you.

Mr. Realmuto: Wow. How do I follow that? I am still Steve Realmuto, back again. Speaking with regards to the joint amenities policy, I guess first I wanted to congratulate

the Supervisors, particularly, Supervisor Zelazny because I know you took the lead in modifying and creating this new joint amenities policies, so I would like to congratulate you on bringing it forward to discussion. I understand that it has actually only been available for the Supervisors to review since Wednesday, so I think a lot of us might understand that you have not had time to fully review it and make corrections. I want to comment on three portions. The first is on page 3, there is a sentence there about the Boards jointly reserving the right to amend, modify, etc., policy. My question is, and this could be interpreted that it can only be modified essentially by both Boards and would need to be approved by both Boards, but I would like to know if that is true. You don't have to answer now, but I would like to know, and if it is true, then that is concerning because I believe in the past, each of you have set somewhat different policies with regards to some of the amenities. A classic example is the alcohol policy in this ballroom versus in the HFC. So, that would be concerning that each CDD would be losing their rights to set their own policies, so you should really understand how that would work before moving forward with that. Next, moving on to page 4, there is a section on nonresident members and the fee that they pay each year. Apparently that is \$2,400. I understand it has never been used, but it is still important. The fee for nonresident members is \$2,400 and it was initially adopted back in 2008. It strikes me, particularly since CDD #1 residents incurred an increase to their operations and maintenance fees of a little over \$160 this year that perhaps it is time to increase that. I think it is also rather low when you consider that fee of \$2,400 to a nonmember is less than the combined bonds we are probably paying and the operations and maintenance. I think that would justify raising the fee. There is also a clause in here about only doing it once a year. I don't know if the documents would preclude you from raising it for the remainder of this year, but in either case, you should consider increasing it by at least \$200. That is only fair because that is the increase us residents are paying. On page 8, there is a reference to any club or organization, and it goes on to name a few of them, it explicitly calls out ashtonliving.net, and as you know that is probably going to change, so I would suggest changing that to something more general like CDD media.

Ms. Realmuto: Just to follow up on the fee for nonresidents, who is that paid to? If a nonresident wants to use the facilities, do they only have to pay that fee once to one

CDD and then they can use all of the amenities from both Districts? How is that fee split? Is it? How exactly does that work? That information should actually be called out in the documents, spelled out more.

Ms. Burns: Looks like that is all of the public comments that we have, so I would now turn it over to any Board discussion or comments. Just a comment for you on the nonresident user fee, if the Boards desire to change that rate, we would have to advertise a rate hearing. That could not be done today. It requires setting a public hearing to change any of those rates, so that is just for your information on that. Other than that, we will turn it over to the Boards.

Ms. Sandy: Jill, just a couple clarifications and to walk the Boards through a couple of the items, especially if you are looking at the tracked changes version of the rules. We did go back through and take what was provided to us, and made a couple changes. In terms of formatting, the document we were provided with wasn't formatted really, so we went through it, provided formatting, as well as the table of contents and things like that, made some updates, and reminder that we were reviewing it from a legal perspective, looking at things that might have certain legal implications, and updating and clarifying those. For the most part, these amenity rules reflect really what both Boards had in place previously, but just combining it so certain things that Lake Ashton CDD might have had in their rules that Lake Ashton II CDD didn't would now appear together. The tracked changes shows you the changes in the text of the documents that were made the last time you had seen it. Some of them were clarifying either making definitions consistent, or taking out definitions that weren't subsequently used. The most substantive items, like Jill just said, clarifying the ratemaking for each Board is still separate and apart from this document. There are references in this document to each Board separate rates, such as the annual user fees, and the amenity rates, which Lake Ashton II CDD just updated back in August. So, those rates are still separately set by both Boards. We also updated the suspension and termination provisions in terms of discussion of jurisdictionally which Board would have jurisdiction over that suspension and termination privileges based on the offense and clarifying making sure it is stated in there that the Boards will respect the other Board's decision in keeping consistent with that, and also provided for an appeal of those termination or suspension of those rights. Additionally, I think there was some

discussion on drones, and whether or not the Districts could include that in the policies. In terms of actually using a drone inside an amenity building, yes, that is something that the Districts could probably include within the policies, but using drones throughout both of the Districts and communities is not something I was comfortable with the Districts getting into because it is not clearly something the Districts have the authority to regulate under Chapter 190. Drones are a newer area, but in terms of the airspace up there within, who has jurisdiction over that is usually more at the federal level rather than the District being able to regulate that. So, our advice was to keep the reference to drones specifically to operation of them within an amenity building. The media policy is something that was updated for the Lake Ashton II CDD Board. We did not have as much since we don't have a newsletter like the Lake Ashton Times. In terms of the Lake Ashton Times, most of Lake Ashton II CDD's media would not include commercial advertising versus Lake Ashton Times, which might include that, as well as certain political advertising, which is also addressed in this policy. So, that might be something the Boards want to discuss in terms of whether we want to apply the ability to take commercial advertising to all forms of media, or just make sure that the political advertising reference is only into the Lake Ashton Times so that we can keep the rest of the media that the Districts use free of commercial advertising. Lastly, we will need to update the references to the website based on what the new website will be. That is an update that does need to be made. Then, the last question I think I heard was whether or not the Boards could amend this policy separately in the future. I think the intent here is to keep one consistent policy between both Districts, so that things that are dealt with in this policy in the future if they needed to be changed would have to be adopted by both Boards.

Ms. Burns: Sarah, just to clarify, I don't think we would necessarily need to hold a joint meeting for that, so if to some extent somebody wanted to make a minor change, they could present that to their Board, and we could present it at the next meeting for the other Board. For instance if Lake Ashton CDD wanted to make a change to something in the cinema, we want to put this in the rules, we can take that to the next Lake Ashton II CDD meeting and say the Lake Ashton CDD Board adopted this. I don't think it would require a specific joint meeting for small changes like that. We have had Districts handle things that way, as well. Sarah, do you have anything else?



Ms. Sandy: Yes. I think the hope was to initially adopt the entire joint policy at a joint meeting and make sure both Boards are comfortable with it.

Mr. Robertson: One suggestion I brought up earlier, if we are anticipating resurfacing our swimming pool and there has been a request for people to use the pool for competitive practice, which would mean they would need lane marks in the bottom of the pool so they can do their flip turns and everything else, and that would allow that activity to happen. Right now it shouldn't be going on because the proper safety things are not there, so it is individuals taking the risk. When we change that and put the lines in, we would change our policy that says you can now do competitive swimming laps in the pool. Does that mean the second Board has to approve that process, or can we just do that on our own?

Mr. d'Adesky: I think that in terms of restriping or resurfacing, you can obviously do that because that is a change to your amenity. You can do that unilaterally, but if it is something that is setting a specific rule, it might be helpful to have a clear guideline that in this specific amenity there are these regulations regarding competitive swimming. It might be helpful so everybody is on the same page. I don't think it is necessarily required, but I think it would just help for transparency.

Mr. Robertson: The issue of all of the things we do coordinated, and we don't do this very often, but the suspension rule, we want that to be perfectly identical and the same so we handle everybody equally. Those things are common and really important to the joint policy, and how one manages the bowling alley is the responsibility of CDD #1 and I don't want to be getting in the way of the policy of CDD #1, nor do I really want to have somebody else do that to CDD #2. Why would you give the second Board a second set of approvals to change the lines on the bottom of the swimming pool? That does not make a lot of sense.

Mr. d'Adesky: No, not to change the lines.

Mr. Robertson: But it would be required in our amenity policy to allow competitive swimming, which we don't allow right now, so we would have to change our amenity policy to allow competitive swimming practice in our pool.

Mr. d'Adesky: You could just add a simple line like folks interested in competitive swimming should go to the HFC rather than use the Lake Ashton CDD pool for

competitive swimming because once it is modified it would be more appropriate. Of course, that is if that is what this Board wants.

Mr. Costello: Can this be covered by a blanket statement that you will adhere to whatever is there? Like Doug said, I don't want to get involved with his swimming pool and he doesn't want to get involved with our bowling alley. Can we have a blanket statement that is going say we will adhere to whatever restrictions or rules are set by whichever CDD, or whichever amenity you are using?

Mr. d'Adesky: Sure.

Mr. Zelazny: I think the issue is that for those issues that come up under the general portion of the policies, which are enforced throughout the community, should come to a joint meeting. Those individual amenities you find in the second half, those should be able to be changed by the District that hosts that activity or amenity. So, the first half of the document talks about general activities, which is true throughout the communities, no smoking, no parking, no this or that. Then, there is the individual policies that affect every amenity and that should be the responsibility of that District.

Mr. Plummer: I think there is no reason for the second Board to vote on what the original one did. They just need to be notified that the change was made.

Mr. d'Adesky: I think that is fine. I just want to make sure the Boards are talking and comfortable. It is good to have a conversation with everybody to say if you want to set up a policy because you have certain matching amenities where you are saying folks doing one thing go to one, folks doing one thing go to another. If everyone is comfortable handling it that way, then let's do that.

Ms. Burns: Sarah, are you okay with that?

Ms. Sandy: Yes. I think that if we adopt the rules today, we would say subject to the revisions discussed and Andrew and I can talk about adding language to make sure that is encompassed and laid out here.

Mr. Zelazny: In reference to Janis's comment on page 1, it is redundant to have the Lake Ashton Community Center and Lake Ashton Health and Fitness Center. The reference to community center should be replaced by the health and fitness center. That is also on page 10 where we talk about the community center versus the HFC. That should be done. Sarah, you made some major changes on page 17 regarding media and

advertising. Those were lawyer concerns and I think that does require clarification because I just read it and I think Janis is spot on that that sentence precludes you from being able to advertise anything in any document that is published in any of our publications. That needs to be readdressed because that is new to the document.

Ms. Sandy: I am only hearing every other word.

Mr. d'Adesky: Sarah, there were some comments from Supervisor Zelazny regarding prohibition on commercial advertising. I think we discussed that is a significant impact, especially in the LA Times, including political advertising in the proper statutory form as permitted by law.

Ms. Sandy: We can certainly take that out, or is commercial advertising only done in the Lake Ashton Times, or are there other forms of media that the Districts use that have commercial advertising?

Ms. Burns: Just Lake Ashton Times.

Mr. d'Adesky: Just Lake Ashton Times, so we can carve that out, right?

Ms. Sandy: Would the Boards be comfortable clarifying that except for the LA Times we don't want to allow commercial advertising in our eblasts or things of that nature, or on the website, and then the other provision that applies, such as the paid political advertising that is specific to the Lake Ashton Times.

Mr. Williams: There is nothing on Channel 96 as far as advertising?

Mr. d'Adesky: We don't control the TV channel, just to be clear.

Mr. Costello: The only other question would be, some of the shows we have are sponsored by different groups. In a blast that goes out, can that say sponsored by?

Mr. d'Adesky: Yes. That is a sponsorship. That is different than an advertisement. It is just saying it is sponsored by.

Mr. Costello: I would consider it to almost be an advertisement.

Mr. d'Adesky: I get what you are saying. Yes. Sarah, since I know you aren't hearing everything, Mike's comment was that we have some community events that are held in the ballroom and at the HFC that are sponsored by certain commercial entities to also make sure that is covered. I think there is a way to differentiate that.

Ms. Sandy: Yes. I was trying get some clarity on the fact that we say who can use the eblasts. They are both District clubs that meet the criteria under the policies so those

clubs can use the other forms of media separate apart from the Lake Ashton Times, so obviously there are events and anything that would be a part of those events could use those. It is different from just sending out commercial if somebody wants to use the eblast system to send out an advertisement for a local restaurant or something like that. Just making that clarification that we are not allowing entities to pay to use our eblast system or the website. I think that those are probably the main two, other than the newsletter.

Mr. d'Adesky: So, Sarah is trying to get at avoiding a private benefit issue. I think that by limiting it, the LA Times, and we have set up a system that we have been accustomed to. Staff has been doing this for a long time. They are very good at doing it. I think in terms of the LA Times and process there we are well covered, but it is a little more dangerous when we are talking about eblasts.

Mr. Robertson: As for the nonresident user fee, if somebody wants to apply and pay the \$2,400, it should be split equally.

Ms. Burns: That is what most Districts do.

Mr. d'Adesky: We can add that.

Mr. Robertson: We have had increases in the assessments in Lake Ashton this year and Lake Ashton II six years ago, and we have never adjusted the fees, so next time we do it, we should consider increasing that number.

Mr. d'Adesky: Certainly. And as was stated for the record earlier, no one has paid that to-date. Just to be clear.

Ms. Burns: So, I think the changes to this document, I will just kind of round them up to make sure we are not missing anything and that way unless anyone has anything else, we can start approving them subject to including these. Removal of the reference to the community center to clarify the exception for the LA Times on the advertisement, to add the language to split the fees, and to also add the language regarding events that are specific to one District or facilities, they have the control to unilaterally make those changes, but the general provisions are approved by both.

Mr. Robertson: Are we allowed to also ask if Ms. Gordon wants to help us fix our grammar as long as it doesn't substantially change anything?

Mr. d'Adesky: At any time we can correct grammar and scriveners errors.

Mr. Robertson: Okay.

Mr. Costello: In order to make it where we would split the fees, not that we have had any, would we have to bring it before both Boards and have that approved?

Mr. d'Adesky: No. They just pay. They pay it to either District, and then the one that receives it splits it.

Mr. Zelazny: I believe you agree with me on the joint use outside nonresidents as a separate document that does call for to be received and then split out.

Mr. Costello: It hasn't come up yet and I don't foresee it coming up.

Ms. Wells: I just have two small changes. The first is under the bocce, which is minor. The bocce ball equipment is actually going to be at the bocce ball courts, not in the shuffleboard closet. I don't know if we want to just strike that altogether, that whole line because it is not in the shuffleboard closet. It is very minor.

Mr. d'Adesky: Let's just strike that line. That is an administrative detail.

Ms. Wells: Okay. Then, the other one was the clubhouse media center now has Blurays for residents to borrow, so I don't know if we might want to add that to page 17?

Mr. d'Adesky: Are you talking about the sentence on examples of copyrighted materials?

Ms. Wells: No. It is under library media centers. It is very minor, but wanted to bring it up just in case we wanted to put that in or leave it out.

Ms. Burns: We can add it in there. DVDs and Blurays.

Ms. Wells: As I said very minor.

Mr. Zelazny: I would just like to make one comment. This process has been going on for a long time, and there were a number of suggestions put in by residents and from organizations within the community. Every one of them was evaluated by one or both of the Boards, so everybody had a voice, the Boards made a decision on every one of those recommendations. So, just to let you know that.

Ms. Burns: Any other questions or comments from any other Board members? If not, I think we would be looking for motions on the resolutions.

### **C. Consideration of Resolution #2019-09 for Lake Ashton CDD**

Ms. Burns: We will start on Resolution #2019-09 for Lake Ashton CDD. We would be looking for a motion to approve; subject to the changes that I outlined.

On MOTION by Mr. Deane seconded by Mr. Costello with all in favor Resolution #2019-09 was approved by the Lake Ashton CDD Board; subject to incorporating changes discussed during the meeting.

**D. Consideration of Resolution #2019-15 for Lake Ashton II CDD**

Ms. Burns: And then we have Resolution #2019-15 for Lake Ashton II CDD.

On MOTION by Mr. Meccsics seconded by Mr. Zelazny with all in favor Resolution #2019-15 was approved by the Lake Ashton II CDD Board; subject to incorporating changes discussed during the meeting.

**E. Motion to Close the Public Hearing**

Ms. Burns: The last matter on this agenda item would be a motion to close the public hearing from Lake Ashton CDD.

On MOTION by Mr. Plummer seconded by Mr. Deane with all in favor the public hearing was closed by the Lake Ashton CDD Board.

Ms. Burns: And Lake Ashton II CDD?

Mr. Robertson: Question. Once one has adjourned, does it really matter? Do we really both have to?

Mr. d'Adesky: Yes, you both have to.

Ms. Burns: Technically you are holding a joint public hearing.

Mr. d'Adesky: And you are holding two separate meetings.

On MOTION by Mr. Robertson seconded by Mr. Williams with all in favor the public hearing was closed by the Lake Ashton II CDD Board.

**SIXTH ORDER OF BUSINESS**

**Discussion Regarding New District Websites and Options for Additional Services**

Ms. Burns: Moving on, next we have Discussion Regarding New District Websites and Options for Additional Services. The new CDD websites are still being updated. They were built on a host site and then transported over. We are still going through and auditing to make sure all of the information that is required is going to be on there. I do not believe that Lake Ashton II CDD's site is live yet, but it should be shortly. I think

Valerie is here and can probably give us an update on the timing of it. Valerie, did it go live yet? Lake Ashton II CDD's website?

Ms. McCutcheon: They are making some last minute changes this morning so they are still working on it, but it should be up and running; I would imagine by the beginning of next week.

Ms. Burns: Okay, so that will be live shortly. A couple items that were brought to our attention by staff, there are some items that are on the ashtonliving.net site that are not necessarily required by Statute for the CDD to provide, but have been services offered on that website. Just to be clear, to the extent the District wants to do some of these, not all of these items on the current District's site, we can provide that, but there is a cost associated with that because of the fact that it has to be ADA compliant. So, the goal of staff in looking at this was to find a way for if the CDD couldn't provide them, another club, organization, a resident wanted to take them on our their own without any CDD involvement, or that the CDD was able to handle some of these through eblasts or other items. I think from the direction we got from both Boards when approving the website design was that we were essentially looking to be compliant in order to have insurance coverage. So, we have all of the documents required by Statute, and that was what was placed on those sites. Andrew, did you have something?

Mr. d'Adesky: Yes. We don't have many other Districts that do as much for the community as we do here, and I understand a lot of things have been going on since the time of the developer when the developer was in charge of everything and has kind of carried on, but when Sarah and I looked at this, and Sarah, tell me if you disagree with this, but I think our interpretation of what we put down in what the CDD can do is probably the most liberal interpretation of what we can do. We tried to be as flexible as possible and say this is the maximum we can do, but there are some things on here, either due to changes in law, the ADA suit, as well as changes to public records law, which could potentially subject the CDD as civil and criminal penalties, especially for disclosure of home address and contact information for certain people. There are certain things we just simply cannot do based on how the law has changed and how things have changed.

Mr. Robertson: The issue for people to understand is that we are not trying to prevent all of these things that we want to have happen in the community. We are just

saying the CDD cannot be responsible for that. We are not against those activities. The idea of having the resident directory is something everybody likes to have and enjoys. I know people use it more than anything else, but it shouldn't be managed by the CDD within our strict legal requirements. We are not against it, but we shouldn't be doing it.

Ms. Burns: That is right. And every District I manage, with the exception of these, if it has a resident directory, it is done by the HOA. I don't have any others where the HOA does not provide that.

Mr. Zelazny: Here is my problem, we are embarking on a new website, terminating the other website, terminating capabilities that people have come to know, love, and use. What I would like to see is a working group of one Board member from each District, one member from each HOA, and then the amenity facility directors, Christine and Mary, to work to find out how we are going to approach this. One thing I would hate to have happen is that one website goes away when we haven't figured out how we are going to address that problem. If we could keep everything in place until we can have a workshop with those people with just one representative from each group, we can figure out what we want and how it is best to approach it. Then, I think we will have a better idea if we want to accept something or not because we really haven't even had a meeting on how we want the website to look. We haven't evaluated its functionality. I was sitting at a table while another Board member was discussing this with someone else, and she said she found it very hard to utilize. I think we need to be very careful that we don't jump in without tying in from everybody and I would like to have somebody start that, maybe have a meeting with that design group if you will to figure out how we are going to approach all of these things. I know it is not a statutory requirement, but we should make sure it is addressed somehow because we have a vested interest.

Ms. Burns: We can do that. I think my concern and I would guess Andrew's and Sarah's, as well, is with the new fiscal year starting we had to make certain representations in order to carry insurance, which starts October 1<sup>st</sup>. They were requiring that we have a website and that it is ADA compliant. My concern is with ashtonliving.net staying up and owned by the CDDs that at this point we are opening ourselves up to litigation by owning a website that is not ADA compliant.

Mr. Robertson: Can we transfer the ownership to the HOA?



Ms. Burns: Yes.

Mr. d'Adesky: Yes.

Mr. Robertson: Then we can offer that right away to the HOA so they can continue to run it, and transfer it to something else since it will no longer be owned by the CDDs. And to Bob's comments, I would also like to include Iris in the process since she has done a huge amount of work already for a parallel website that is legal and wonderful. We should not exclude and invite her to be a part of that committee.

Ms. Burns: I believe, and somebody correct me if I am wrong, but it is my understanding that the ashtonliving.net site is owned by Lake Ashton CDD, not the Districts jointly, is that correct? I don't believe the HOA owns it.

Ms. Wells: The domain is owned by Lake Ashton CDD and Association Voice is funded by both HOAs. The name ashtonliving.net is owned by Lake Ashton CDD.

Ms. Burns: So, the decision to sell or transfer that to the HOA would be a decision for the Lake Ashton CDD Board.

Mr. Deane moved for the Lake Ashton CDD Board to authorize the transfer of ownership of the ashtonliving.net website from the CDD to the HOA at no cost and the motion was seconded by Mr. Plummer.

Mr. Costello: Should we be doing this at a CDD I meeting?

Mr. d'Adesky: No, I don't think it makes a real difference. This is effectively both a Lake Ashton CDD and Lake Ashton II CDD meeting, so it is a good time to do it now. It is just a matter of making sure that the HOA can do all of this, which was brought up and a great point. There is nothing preventing the HOA from doing all of these services, which is exactly the point Supervisor Robertson made.

Mr. Plummer: My only question is does the HOA want to accept the gift? I see the HOA Chair sitting back there from the East, but I am just making sure they are going to accept this gift if we give it to them.

Mr. d'Adesky: A gift with some maintenance. It is like giving you an old car where you have to put some maintenance into it, so it is a burden, but a gift.

Mr. Zelazny: Let me just say that I have visited Iris's website and kudos for a great job. It is so easy to navigate. It is very nice.

Mr. Bob Sosinski: I am President of the Lake Ashton HOA, and right now, the CDD I owns the URL, ashtonliving.net. The HOA pays for and manages the actual website, which is run by Association Voice. We pay Association Voice \$2,400 a year to essentially manage that site. As far as taking or accepting the URL, we are very happy to do that.

Mr. Plummer: That is what I wanted to hear.

Ms. Burns: Okay, so we have a motion and second for the Lake Ashton CDD Board to transfer the domain to the HOA at no cost. All in favor?

On VOICE VOTE with all in favor the prior motion was approved; passing 4-0.

Ms. Burns: Any other questions or comments or issues on any of the items you see listed here?

Mr. Robertson: Well, we have Bob's suggestion on the table. How should we handle that?

Ms. Burns: You can take volunteers, if there are a couple people who want to volunteer to work with Mary and Christine.

Mr. Robertson: Are there any individual Board members wanting to volunteer?

Mr. Zelazny: Carla had volunteered from our side.

Ms. Burns: Okay, Carla. Does somebody from Lake Ashton CDD want to volunteer to work with Mary, Christine, Carla, and the HOA?

Mr. Costello: I will do it for now. We are obviously going to be replacing Murray's seat within the next few weeks so we can see if the new Board member wants to take on that responsibility.

Ms. Burns: Okay.

Mr. d'Adesky: And you can make a re-delegation at your meeting if you want to.

Mr. Zelazny: I think it should be relatively quick. It is just a design group on how they want the website to look, feel, and used.

Ms. Burns: Do we have a motion from Lake Ashton II CDD?

On MOTION by Mr. Zelazny seconded by Mr. Mecsics with all in favor the Lake Ashton II CDD Board appointed the Community Directors, Mr. Costello, Ms. Wright, and a member from each HOA as a working group to discuss options for handling website services.

Ms. Burns: And Lake Ashton CDD?

On MOTION by Mr. Deane seconded by Mr. Plummer with all in favor the Lake Ashton CDD Board appointed the Community Directors, Mr. Costello, Ms. Wright, and a member from each HOA as a working group to discuss options for handling website services.

Ms. Burns: Just to be clear, when we are discussing this, if you have questions let me know. On the activities that will be taking place on this other site, we just need to make sure that none of the CDD-paid employees are performing those services. Mary cannot do the resident directory and hand it over to them, so we just need to make sure that the entities that are ultimately responsible for these now are being done, whether Iris takes over classifieds on her side and the HOA takes over the directory that they are handling them and the CDD is not involved at all.

Ms. Realmuto: Can I ask a question related to this?

Ms. Burns: If the Boards allow it.

Mr. Robertson: Yes.

Mr. Costello: Yes.

Ms. Realmuto: To clarify with staff, if you pick my website or whatever website, staff can post information on that website?

Ms. Burns: No. You can post it as a resident taking that role on, but Christine cannot log onto your site or post information.

Ms. Realmuto: So, it is not the same as what we have. Right now all of the content or 90% of the content on ashtonliving.net is generated by staff and posted by staff. This committee is going to design and come up with a new website, but staff is not going to post on it. Who is going to post on it then? As far as I heard and in conversations I have had, the HOA is not taking on that responsibility.

Mr. Williams: Isn't that what the committee is supposed to do?

Ms. Burns: Yes. That is what the committee will discuss.

Mr. Zelazny: That is part of the discussion with the committee, determine who is responsible for what look, feel, and touch.

Mr. Robertson: So, when we schedule an event, staff will do that, and that information is generated and someone else will electronically post it. We have volunteers

in our organization to do that. For example, if the HFC is having an event, with staff it can be done electronically and that information can be given to a volunteer to be posted on the other sites.

Ms. Realmuto: Okay, so you are turning everything over to volunteers?

Mr. Robertson: We have to.

Ms. Realmuto: I want to make sure I understand and that everybody is on the same page and understands.

Mr. Robertson: It doesn't mean that we can't have our staffs doing the scheduling of events and everything else like that. Once that information is generated, it can be given to a volunteer to post it.

## **SEVENTH ORDER OF BUSINESS**

### **Supervisor Requests and General Public Comments**

Ms. Burns: Are there any Supervisors requests on anything? No? Then it is time for general public comments.

Ms. Carol Corley: My comment is regarding the resident directory. I think it would be a shame if it went away. I use it a lot. What I would suggest is to have the two Districts give permission to be enlisted in that directory. I think most people probably would and that would be one way to get around the issue.

Mr. John Velebir: I would like to ask the Boards and staff to be a little more diligent about using the microphones when you make comments. It is very rude to the people who come here and have you all discuss things that we can't hear. I don't know if it broaches the Sunshine Laws or not, but it certainly is rude. Secondly, I would like to just say how great the new arms are on the gates at the front. Those are fantastic. They really help with visually seeing them, especially when the sun is behind them or at night and they really class the joint up a whole lot. I would hope that the Supervisors on the West would consider replacing the gates like that, as well. Thank you.

Ms. Burns: Anyone else?

Mr. Costello: I would like to let everybody know that on October 19<sup>th</sup> we are going to have a celebration for Murray Zacharia. Murray did a lot of things in this community and due to the fact that we feel that we are going to have an overflow of people. Like I said, Murray did a lot for us so maybe we can do one last thing for him.

Ms. Burns: Thank you, Mike.

Mr. Zelazny: Mike, I would just like to talk about your timeframe to replace him. What are you guys doing?

Mr. Costello: Anybody who would like to volunteer to fill the position should send a resume to Jill. We will review the resumes. I know she has already received several.

Ms. Burns: Yes. Anyone who wants to submit has until October 7<sup>th</sup> at 3:00 p.m. to email those to me. I have about five or six right now. That is about ten days prior to the Lake Ashton CDD Board meeting. I will send them to all of the Board members, they will look at them, and have a discussion at that meeting.

Mr. Costello: The only thing is depending on how many we get in, it may take a little time. It may be at the November meeting that we have that person come on. I am hoping November at the latest.

Ms. Burns: It is entirely up to the Board if and when they want to fill that seat.

Mr. Costello: We do want to fill it as soon as possible.

Ms. Burns: Any Supervisors have anything else? Mary or Christine?

Ms. Bosman: We just want some very clear definition on when we would cease to interface with our blasts and so forth with ashtonliving.net.

Ms. Burns: Once we transfer to the HOA.

Mr. d'Adesky: Which is as soon as possible.

Ms. Burns: I think we are going to coordinate with them on the transfer of the domain, and once that is done, CDD paid staff cannot have involvement with a private entity. Being that your salaries are paid with public money, you cannot be working for a private entity. We will let you know once that transfer is complete and that site will no longer have any CDD involvement.

Ms. Bosman: So, at that time we should cease to send out blasts?

Mr. Robertson: If we have a safety issue, like if there is a hurricane coming up, are we allowed to publish that information?

Mr. d'Adesky: Yes. If there is a hurricane or some public safety issue. If there are emergency circumstances of public safety and welfare, yes, you can.

Mr. Robertson: But if we are talking about the next meeting event, we should probably not do it?

Mr. d'Adesky: Yes. That is exactly right, Supervisor Robertson. That is correct.

Mr. Robertson: We will also have volunteers to publish them. They just won't be done by staff.

Mr. d'Adesky: Correct.

Mr. Williams: We do have an important meeting coming up on the 7<sup>th</sup> for Lake Ashton II CDD.

Mr. d'Adesky: If it is something like a CDD meeting, they have full authority to do that. That is not the question here. I think the question was regarding other things that are usually done.

Ms. Wells: We send eblasts through ashtonliving.net.

Mr. d'Adesky: Okay, then yes, anything that is related to public safety, meetings, and large community events, that can still be sent.

#### **EIGHTH ORDER OF BUSINESS**

#### **Adjournment**

Ms. Burns: Do we have a motion to adjourn from Lake Ashton CDD?

On MOTION by Mr. Ference seconded by Mr. Deane with all in favor the meeting was adjourned.

Ms. Burns: Do we have a motion to adjourn from Lake Ashton II CDD?

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

#### **Lake Ashton CDD**



Assistant Secretary/Secretary

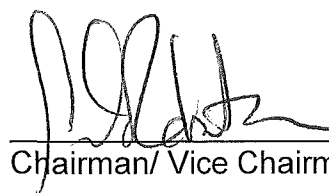


Chairman/ Vice Chairman

#### **Lake Ashton II CDD**



Assistant Secretary/Secretary



Chairman/ Vice Chairman