

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

The regular meeting of the Board of Supervisors of the Lake Ashton Community Development District was held on January 13, 2020 at 10:30 a.m. at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lakes Wales, Florida 33859.

Present and constituting a quorum:

Mike Costello	Chairman
Borden Deane	Vice Chairman
Robert Plummer	Assistant Secretary
Bob Ference	Assistant Secretary
Harry Krumrie	Assistant Secretary

Also present:

Jillian Burns	Governmental Management Services
Andrew d'Adesky	District Counsel
Rey Malave	District Engineer
Christine Wells	Community Director
Matt Fisher	Field Operations Manager
Numerous Residents	

**FIRST ORDER OF BUSINESS**

**Roll Call and Pledge of Allegiance**

Ms. Burns called the roll, established a quorum was present, and led the pledge of allegiance.

**SECOND ORDER OF BUSINESS**

**Approval of Meeting Agenda**

Mr. Costello: We need a motion to approve the meeting agenda.

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

**THIRD ORDER OF BUSINESS**

**Public Comments on Specific Items on the Agenda** *(speakers will fill out a card and submit to the District Manager prior to beginning of the meeting)*

Mr. Costello: Public Comments. I only have one here from Mr. Keith Stevens.

Mr. Stevens: Good Morning. I represent about 25 property owners around the pond in which the island green is. We thank you for considering doing some cleaning of

the pond. We think it is time, perhaps past time. We would ask that at the same time you consider some maintenance of the grass strip that goes between our properties and the water line. You are aware the golf course stopped caring for that some time ago and we have been doing that as in addition to our maintenance. We would hope that you might consider doing something about that. Thank you.

**FOURTH ORDER OF BUSINESS**

**Approval of the Minutes of the December 5, 2019 and December 16, 2019 Meetings**

Mr. Costello: Approval of the minutes of December 5, 2019 and December 16, 2019 meetings.

On MOTION Mr. Deane seconded by Mr. Ference with all in favor the minutes of the December 5, 2019 and December 16, 2019 meetings were approved.

**FIFTH ORDER OF BUSINESS**

**Engineer's Report**

Mr. Costello: Engineer's report.

Mr. Malave: I have no report at this time unless there are any questions. We are working with staff regarding the maintenance of the stormwater system to get our certification. Other than that I will open it up to any questions. Thank you.

**SIXTH ORDER OF BUSINESS**

**Unfinished Business**

**A. Consideration of Agreement with Rayl Engineering and Surveying, LLC.**

Mr. Costello: Unfinished Business. Consideration of Agreement with Rayl Engineering and Surveying, LLC.

Ms. Burns: At the last meeting, if you recall we had an agreement that was rejected and we were asked to reach out to the second ranked firm, which is Rayl Engineering so that the Board could look at the price sheet associated. The form of agreement is the same as you saw at the previous meeting and the price sheet has been included.

Mr. Deane: I make a motion that we accept the Dewberry proposal for the engineering services for Lake Ashton.

Mr. d'Adesky: You can't do that. We would have to redo the process and go back through the process again in order to select the number 1 ranked firm. When you reject the first bid, you are rejecting them in total and you have to run the process again. That

is just how the Statutes work. The choices in front of you today is to either accept the current proposal, proceed through the process one more time, or keep the current contract with the current rate.

Mr. Plummer: I make a motion that we accept the proposal from Rayl Engineering.

Mr. d'Adesky: Is there a second for purposes of discussion?

Mr. Krumrie: Second.

Mr. Costello: We have a motion and a second, all those in favor.

On MOTION by Mr. Plummer seconded by Mr. Krumrie with 3 in favor and 2 opposed, the agreement with Rayl Engineering and Surveying, LLC was approved.

Mr. Malave: Just want to say thank you for the opportunity for being here and helping you for so many years. I thank you for that and I will turn in a resignation letter today, effective today. Thank you.

Mr. Costello: Thank you for your service.

**SEVENTH ORDER OF BUSINESS**

**New Business and Supervisors Requests**

**A. Discussion of Items for the Installation of Pet Play Park**

Mr. Costello: New Business and Supervisors Requests. We have Discussion of Items for Installation of Pet Play Park.

Ms. Wells: Included in the agenda packet was a spreadsheet for the pet play park requests, including fencing, hedges around the fence, mulch, pipeline for water, irrigation, pavers, dog waste station, attached trash can, initial supply of bags, table, chairs, umbrellas and base. It came to a total of \$10,288.23. It's up for the Supervisor's consideration to move forward with this project.

Mr. Costello: We were told that we would be getting some money, the HOA I believe, were we not?

Ms. Wells: Yes, I believe the amount was \$8,000.

Mr. Costello: I make a motion that we proceed with this. Start it right away and then send a letter of thank you to the HOA for being so generous with their money.

Mr. Plummer: I will second that motion.

Mr. Ference: Did I hear the HOA is inclined to offer more money toward the park?

A resident: No.

Mr. Costello: Come on, Nancy, get that checkbook out.

Mr. Ference: Did you suggest that HOA may offer a few more bucks?

A resident: I have a letter saying that they would. I have the letter.

Mr. Costello: At any rate we are looking at about \$2,300 so I think in the interest of moving the meeting along, if they want to come up with the money I think it is great, other than that, I would just like to see this entire thing move forward.

On MOTION by Mr. Costello seconded by Mr. Krumrie with all in favor proceeding with the installation of items for a pet play park was approved.

Mr. Deane: I would like to look into one thing because of the location to the wetlands and the ponds, some way of securing that fence along the bottom because the alligators would not have a problem if they wanted to get under that fence to get into the dog park. Around all the other dog parks we had to put cinderblocks all around the fences because of that. I think that should be looked into, and I know it is an additional cost, but it is security.

Mr. Costello: We can look into it.

Ms. Wells: The quote for the fencing, they did include a trim wire that goes along the bottom that wires the fence down into the ground but I will double check and make sure that is sufficient enough to keep anything from coming in.

Mr. Deane: We had to put cinderblocks all around the other fences at the other dog parks to stop the intrusion from the animals.

Ms. Wells: I will make sure it is sufficient.

Mr. Ference: Do you know when this would begin?

Ms. Wells: I would think we would start with the fencing and pavers, but I will contact all the contractors and set it up as soon as they can get it scheduled.

Mr. Costello: Like I said I'd like to see a letter of thank you going out to the HOA.

**B. Consideration of Agreement with Applied Aquatic for Treatment of Golf Course Ponds**

Mr. Costello: Consideration of Agreement with Applied Aquatic for Treatment of Golf Course Ponds. I know you met with them this week. Can you give us a synopsis?

Ms. Wells: Matt and I met with Telly and Archie from Applied Aquatic on the 2<sup>nd</sup> of January. We drove the entire golf course on the Lake Wales side. We identified 21 golf course ponds, went over with them what we would like to focus on initially as focuses on the areas of ponds that border resident homes and controlling any invasive aquatic plants. They quoted a startup charge of \$5,750, and I did confirm with them that this does include a treatment for hydrilla in the pond at the entrance. When you are coming in the community on the left hand side, that pond has some hydrilla. Actually, quite a bit of hydrilla. It would include treatment of that. He said normally the startup cost would be about \$20,000 for what we are looking at the 21 ponds just getting into a monthly maintenance capability, but since we are already a customer of his, and he is anticipating staying a customer of his for a while, he is only charging us \$5,750 to start with and then the monthly maintenance fee will be \$2,350 for the 21 ponds for a total annual cost of \$31,600.

Mr. Ference: Chris, you are talking about ponds. You are talking about areas that are surrounded totally by land, right? What about the property that abuts the golf course and runs continuously into the big lake but is not self-enclosed as you would find a pond? What about the property that includes that area where there are weeds and hydrilla is growing, but the area is not technically defined as pond? What about those areas?

Ms. Wells: There are a couple canals. I am assuming you are referring to a type of canal. It does include those areas as well. Mainly is one that is behind Sable Loop is the one I can think of off the top of my head.

Mr. Ference: The one I am thinking of is one I live on, Number 4.

Ms. Wells: That is definitely included with that as well. It is behind the homes on Ashton Club Drive.

Mr. Ference: So, those areas are included, as well?

Ms. Wells: Yes.

Mr. Ference: Very good. Thank you.

Ms. Wells: We pointed out all the ponds. There are some ponds that we received a lot of complaints about and that we know are areas that has not been maintained recently. We pointed out those ponds, as well. They even pointed out some ponds that we haven't received issues on that they need to control some of the invasive aquatic plants.

Mr. Ference: Did they give us a timeline as to they are going to do this monthly and they expect it will take a year or two? Did they talk about when they would have things cleaned up?

Ms. Wells: He said for the first six months it may look worse before it looks better just because a lot of the things are going to be dying off. He anticipates about six months before it starts looking how it should look monthly going forward.

Mr. Ference: They are going to clean that out when it dies, right?

Ms. Wells: Some of the stuff they clean out and some of the stuff they spray and it dies and it becomes part of the pond. That is why they gave six months is because they anticipate that is how long it is going to take for the plants to die and float to the bottom and become part of the pond.

Mr. Ference: And if they don't go to the bottom, they are going to drag them out?

Ms. Wells: They will take some of the things out but the majority of it will just become part of the pond.

Ms. Burns: We can get a quote to, they call it mechanically remove it. It is very costly. If you want us to get a quote we can look at that. It would be a substantial cost.

Mr. Ference: As long as it's cleaned up. We don't want it to die and float around whether it is dead or alive junk floating in the water, we don't like that.

Ms. Burns: That is how it will be. What they do is they spray it and let it decay naturally and then it eventually submerges.

Mr. Costello: One of the advantages I think we have here, Bob, is the fact that we have dealt with the company quite extensively. Not only that, I think that they know what we are looking for as far as what we want to see when we look out from the property. I understand what you are saying, but by the same token I think that what they are more or less looking to do is bring it back to its original state.

Mr. Ference: Amen. That is what I am looking for.

Mr. Costello: Like she said, we were told pointblank that it is going to look worse before it looks better, so I can imagine there is going to be quite a few people that are going to be upset by it, but we are going to have to simply give it time and realize that these people having worked within the property, that they know what we are looking for. It will come back to the original state.

Mr. Ference: It is just that we have never had this problem before.

Mr. Costello: You are right.

Mr. Ference: That is my anticipation. So, not having had the problem before, they don't know what the real solution is until they go forward. I just want to make sure that what we want is what we are going to get.

Mr. Costello: One of the other things Christine and I had spoken about, suggested by Applied Aquatic, was putting some grass eating carp in some of the ponds. Now I have heard pluses and negatives as far as all that goes, but it is something that maybe we want to look into. I don't know how extensively he went into that part of it with you?

Ms. Wells: He didn't go that extensively into it. It was just an option available and this is a good startup for us. There may be problems that pop up and we are responsible for maintaining these ponds and there may be things that they try that don't work where they come to us and say hey, we need to try this. I think it's just a good starting point and it will be just like our other ponds since this is going to be part of monthly maintenance program where there may be things that come up that we need to control at that point.

Mr. Plummer: Actually, the positive is, it is a positive move to do something with the ponds instead of leaving them the way they were.

Mr. Costello: Another big thing that we have to look at is the fact that quite honestly the cost of this I thought came in well under what I was thinking. I expected it to be three times, but don't tell Applied Aquatic that I said that.

Mr. Krumrie: I was surprised that the budget had sufficient funds in it to cover the cost. I anticipated that we would have costs way beyond what we have in the budget. We are going to come in under budget. In the budget we have wetlands and mitigation maintenance \$35,000.

Ms. Wells: That is something different. This is a totally different contract.

Mr. d'Adesky: This is above and beyond.

Ms. Wells: The wetlands mitigation that you see in the budget for \$34,000 is what our current wetlands, the maintenance they do on our current wetlands.

Mr. Krumrie: So, we will need to make a budget transfer down the road.

Mr. d'Adesky: Yes, before the end of the fiscal year we will need to do a budget amendment to reconcile.

Ms. Burns: I would suggest that what we do is, this has a new start and termination date, actually add these to our existing contract so all the ponds renew at the same time to get them on the same schedule, so instead of signing this one we will do a contract amendment that Andrew will put together, and we will add these ponds to the existing contract. That way when that contract is up everything will be on the same schedule.

Mr. d'Adesky: This scope maybe a little bit novel for Lake Ashton, but this company has had the same scope in other communities and has successfully fulfilled those.

Mr. Costello: We have had success with them in the past and I expect nothing but success moving forward with them. That is something that I don't doubt that they will be able to maintain it in the manner we see fit. Alright, we have an agreement before us.

Mr. Deane: I motion that we accept the Applied Aquatic contract for \$31,600 additional cost for maintenance of the ponds. The people just have to realize that it is going to take a few months to get them cleaned up to where we want them. They will eventually be where they are supposed to be.

Mr. Plummer: Jill, do you want us to approve this contract or do you want to rewrite the contract?

Ms. Burns: You can approve the quote that is in front of you and we will reach out to them to add this to your existing contract.

On MOTION by Mr. Deane seconded by Mr. Ference with all in favor the proposal from Applied Aquatic in the amount of \$31,600 for maintenance of 21 golf course ponds was approved.

**EIGHTH ORDER OF BUSINESS**

**Monthly Reports**

**A. Attorney**

Mr. d'Adesky: Only one thing is just making a comment that we did receive some feedback from the attorney for the restaurant. I will go over that with Supervisor Krumrie and we will review and have a response back to them shortly.

**B. Community Director**

**1) Monthly Report**

**2) Consideration of Purchase Request for Shuffleboard Equipment**

Ms. Wells: I have included the community report in the agenda packet. There are just a couple things I wanted to note. The portico lights in the front have been repaired.



Metal doors have been replaced. The shuffleboard group came to us and wanted some replacement on equipment on cues. We searched for the most economical priced equipment and found it, believe or not, on Amazon. It is \$149.95 for four cues. They are requesting 12, so it would be a total including shipping for \$464.84. I am just looking for Supervisors to approve that purchase.

Mr. Costello: I will make a motion that we approve it.

On MOTION by Mr. Costello seconded by Mr. Plummer with all in favor proposal for the purchase of shuffleboard cues in the amount of \$464.84 was approved.

Ms. Wells: I did also want to mention that all the holiday décor has been removed.

Mr. Krumrie: Before we leave, I want to thank you and all the folks who did the decorations for the holidays. It looked beautiful. I got a lot of very positive comments. You have good people you are working with and I thank you for putting that together for us. Thank you very much.

Ms. Wells: Thank you. I also sent Supervisors a letter from Ms. Eloise Wilson's daughter. They were asking for special consideration from the Board of Directors to waive the fee. As the rules Chapter 3 states now, if you have over 50 people from outside of Lake Ashton attending an event there is a charge of half of the room rental. They have 62 people I believe and she was asking for consideration from the Board to waive that fee for a 100<sup>th</sup> Birthday Party.

Mr. Plummer: Are all 62 of them from outside?

Ms. Wells: Yes, and I think there are 12 from Lake Ashton.

Mr. Plummer: Correct me, this a special birthday party or something?

Mr. Costello: It is for her 100<sup>th</sup> Birthday. If you make 100, I think you should get a little discount.

Mr. Ference: I agree. I make a motion we accept the appeal for waiving the fee.

On MOTION by Mr. Ference seconded by Mr. Costello with all in favor request to waive rental fee for Eloise Wilson's 100<sup>th</sup> birthday party was approved.

Ms. Wells: Also wanted to mention that we are meeting with Applied Aquatic, Matt and I, after this meeting to evaluate the pond between Limerick and Dunmore. There is

some issue going on there with the littoral shelf. We are going to try to see if we can balance what we need for the S.W.F.W.M.D. permit with the aesthetics of the pond for the residents there. I did want to mention that. We are meeting with them today. Also, there are a couple of surplus items that happened after the agenda packet went out that if we could just have a motion to approve those. The first was the media center computer, which we have since replaced. Another was the TV that doesn't work any longer in the restaurant which we have since replaced as well.

On MOTION by Mr. Deane seconded by Mr. Ference with all in favor the Board approved to surplus the media center computer and a TV in the restaurant.

Ms. Wells: The last thing I just wanted to mention is I am working with Harry and the restaurant on replacing a couple of pieces of equipment. The first is a freezer. We received notice on Thursday that the freezer was not working in the prep area. We had Muellers come out and evaluate it. The compressor is not working and needs to be replaced. They said because of the age of the equipment, rather than replacing the compressor they recommend just purchasing another freezer. I have reached out. I have only gotten one quote so far just because it happened on Friday. I just wanted to let you guys know we are working with Harry to come up with the best possible price.

Mr. Costello; Do we have any idea what we are looking at financially?

Ms. Wells: The one quote that I did receive is about \$2,200.

Mr. Costello: I'll make a motion that you buy it not-to-exceed an amount of \$2,500.

On MOTION by Mr. Costello seconded by Mr. Ference with all in favor a not-to-exceed amount of \$2,500 to purchase new freezer for the restaurant was approved.

Ms. Wells: There was some other equipment we are working on just so you guys are in the loop. Their meat slicer is not working. We are also working on a garbage disposal, some additional salad plates, and small bowls. Harry and I are going to keep within the \$15,000 budget and just purchase the items needed at the best possible rate.

Mr. Deane: The equipment in the kitchen is 20 years old. It is going to start falling apart. There is no if's, ands or buts about it. It has to be maintained or upgraded. I agree if you maintain it within the budget that it should be done.

Mr. Costello: Is that in a form of a motion?

Ms. Burns: I think it just needs staff direction. It is within the budget, so it is fine.

Ms. Wells: The other thing that I have, I am not sure if the resident is here for 3770 Litchfield Loop. I had asked them, oh, she is here. I received a call last week that is what the map is in front of you. She has some land bordering her property that is golf course land. She spoke with Jim Lee. Jim Lee told her to get in contact with us since we now own that land. I think she wants to request to the Board about possibly deeding that land over to expand her area of her home. I told her she could speak at the end of the meeting.

Mr. d'Adesky: We can't do that. Number 1, we can't fortuitously give property to a private property. We would have to sell even if we had the power to do that because of our obligations within the interlocal agreement running a golf course that would be considered a breach of our agreement with the West regarding the golf course property.

Mr. Costello: Is that actually golf course property?

Ms. Wells: It is land that is not part of the golf course operations, but it is golf course property.

Mr. Costello: Could we do it with an agreement with CDD II?

Mr. d'Adesky: If they consented to it, we could sell it to them for the appraised price of that property.

Mr. Plummer: Looking at the diagram, the part of the property we are talking about is nowhere near the golf course. Are we just talking about the portion of the property that is directly to the east of that residence?

Ms. Wells: I believe so.

Mr. Plummer: Are we talking about everything that is inside that orange line?

Ms. Wells: I don't believe it is everything inside the orange line. It is just the part that is east of her land.

Mr. Costello: The only other thing that we are going to have to be aware of is the fact that if we do it for one person, other people are going to approach us with the same thing. We would have to be consistent. The only problems that I foresee is the fact that some of the people do have property that would interfere with golf course issues. It is something that we can take into consideration.

Mr. d'Adesky: If you want to put it on the joint agenda meeting. The one thing I want to make clear is that fact that you can't just grant land to people without compensation because of the private parties, just making that very clear. It has to be for a fair market price. Should we add it to a joint agenda? Is there an interest?

Mr. Costello: Yes, because it is going to be a joint situation. They are going to have to agree to it I would think.

Mr. Ference: I thought we said you start the tradition of this happening. I don't know that we should go forward. I think we should just leave it as it is. I don't think we should set it forth in another meeting with the west. I think we should decide for ourselves that we are not going to do that and have it over with.

Mr. Deane: I agree.

Mr. Ference: I think we should deny the request for those reasons and not carry over into a meeting with the West.

Mr. Costello: The only thing there is that it alleviates us having to maintain that property if we sell it to them.

Mr. Ference: How much maintaining are we talking about?

Mr. Costello: That is one house. You have to look at how many houses there are. You could be talking about a considerable amount of money and once they own the property it is going to be their responsibility to maintain it, not ours.

A resident: The water supply to our house is on golf course property. When we go to sell this house, I don't want it to be a problem like some of the houses on Dunmore. We take care of all that property, the landscaping, and the mowing.

Mr. Costello: Moving right along. We can talk to the other CDD. At this time like you say we will table it.

Ms. Burns: One thing to keep in mind when you are considering these requests is pond access too. We need access to those ponds in order to maintain them, which is the reason why there is generally CDD property around them. If you block a section off to the access, just something to keep in mind.

Mr. d'Adesky: Christine just brought this to my attention, so we haven't had a chance to, more importantly, the engineer hasn't had a chance to really look at it.

Mr. Plummer: I think if we table it first for some investigation on exactly the size of the property we are talking about because when you look at the orange line, it is very confusing as to what you are talking about. I think it is just directly east of the residents and it doesn't include anything that is on the south end. I think it is a small piece of land just east of the residents. I would like to see us put a little more investigation before we just blanket say no or yes either one.

Ms. Wells: I don't have anything else.

**C. Field Operations Manager – Monthly Report**

Mr. Fisher: Good Morning. Included in the agenda packet is the operations report. Any questions, I will be happy to answer for you. Just wanted to let the Board know I am excited to work with these vendors getting this dog park going and the new acquired ponds up to par. We have had positive experiences with Applied Aquatic and am excited to get those ponds in order. No questions? Good.

**D. CDD Manager**

Ms. Burns: I have nothing specific to report.

Mr. Costello: I have a question and I spoke to you about it earlier. The money that we looked for from what was supposed to be a sidewalk out on Thompson Nursery Road.

Ms. Burns: Andrew they sent a letter to the city. I will turn that over to him.

Mr. Costello: Have we heard back from them?

Mr. d'Adesky: They can't find the money. They don't know where the money is and we haven't had a response since the letter of we can't find where the money is.

Mr. Deane: I spoke at the meeting Tuesday night. They have no idea and are missing four to six hundred thousand dollars from their accounting. I have no idea what is going on with it. I told them that we are still looking for the sidewalk at the meeting on Tuesday night.

Mr. Costello: I am sure if we owed them money they would hold our feet to the fire. As far as when are they going to get it and you know quite honestly, I think it has become a little bit principle. I don't know, I think Mr. Van Sickle may have had some sort of knowledge of some of this somewhere along the line when he was mayor. Do you know anything about it?

Mr. Van Sickle: Actually, I know a little bit about it because I was the one that actually found the documents that stated that we did apparently agree to pay "x" number of dollars into the sidewalk fund of the city and at a later date the sidewalks would be built out in front of the road. As you see in some of the other developments to the west of us they already have their sidewalks. In theory, this money was to build from Traditions across our property going east. I know what the city does with sidewalk money when developers put it in. It goes into a general fund and I am willing to bet those dollars have already been spent downtown building their sidewalks. I think the city is just feeding you a bunch. They should know they have the letter, it is in the notes of a meeting with their attorney. As usual, the city is just trying to muddle what is going on and eventually it will go away again. I agree with you. The city has done a lot of things like that. The issue going on right now with backflow devices is another example. For the last ten years people in here that had meters have been paying \$2.50 a month to have the meters inspected by the city, which is a crock. It a requirement by the state. I asked four or five years ago. I have never seen one in here. They said, oh we are doing it. A lot of residents just recently got a letter they are finally doing it and saying our backflow devices are not working correctly and we are going to have to fix them. For ten years we have been paying this money and the city has not been doing any of that. I am not an attorney, so I won't speak for the attorney, but if I have been paying guys for 20 years to do something and they haven't done it, I would think that money should come back to the person that paid it. That is another issue.

Mr. Costello: Thank you. We have a commissioner. Maybe he can help us out in some way. This is his community too and there is a substantial amount of money as far as I am concerned we would like it back, period.

**NINTH ORDER OF BUSINESS**

**Financial Reports**

**A. Approval of Check Run Summary**

**B. Combined Balance Sheet**

Mr. Costello: Financial Reports.

Mr. Plummer: Excuse me, before we get to that. Since we changed engineers on the fly here, we need to get the new engineer on the project that Dewberry was working on as far as Dunmore and Mulligan. We don't want to put that off 30 days.

Mr. Costello: We own that property now. I'd like to see it done as quickly as possible.

Mr. Plummer: How do we go about that, Jill?

Ms. Burns: We need to look at Rey's contract. He probably has a 30 day termination clause in his contract, so let us reach to him and see if he willing to waive it.

Mr. d'Adesky: When he left I may have misheard, but he may have said he was making it effective today. I believe we will talk to him and see if he can do that.

Mr. Plummer: We would like to get Rayl started on that project as soon as possible because obviously we want to get that accomplished before the heavy rain season.

Mr. Costello: Before June 1<sup>st</sup> when hurricane season starts.

Ms. Burns: I am going to contact him after the meeting and let him know that his contract was approved and talk to him after the meeting.

Mr. Plummer: I had significant conversation with Dewberry about that project in the past so if he wants to contact me I would be glad to talk to him about what we had discussed prior. There should be some documents that we have that Dewberry had presented that had some diagrams of different types with that. If that could be forwarded to him to look at. Not that I am at all in agreement that he will go with one of those, but at least he will know what hydraulics we had looked at in the past as far as that goes.

Mr. Costello: Another thing that we really need to do is have him come out if he is going to be our engineer at this point start looking at the streets, start looking at the property that we have just acquired and give us some sort of an estimation as to what needs to be done moving forward so that we can avoid a complicated long term project on some of this stuff. Some of these streets obviously need to be redone.

Ms. Burns: I will have him a do an all over site visit and inspection, look everything over and get familiar.

Mr. Costello: That would be in our best interest I think.

Mr. Plummer: Is it ok with you if I talk to him about the Mulligan Lane?

Mr. Costello: Yes. Approval of the check run summary.

On MOTION By Mr. Deane seconded by Mr. Plummer with all in favor the check run summary was approved.

Mr. Costello: Combined balance sheet, nothing needed.

**TENTH ORDER OF BUSINESS**

**Public Comments**

Mr. Goldstein: Lot 156. I agree with Jack, but on the same token I have to disagree with what is going on. I am your city commissioner. I stood up last Tuesday night and I attacked the city like Jack is attacking it now, but nobody on that Board has been there for eight or ten years nor has the staff been there through all those years. We are starting over again. Now let me back up on the water backflow system. Personally, I think it is illegal for what letter they sent out. It should not have come from an inspector who is untrained for this. The city paid \$600 eight or ten years ago, but was supposed to pay \$600 for this woman or man to be certified as the backflow inspector. As far as we know that has never been done. The \$2.50 for ten years comes to \$300 per house and I asked the city to pay for it if we have to do the backwater system. They are investigating it. The city attorney said they wouldn't be allowed to do it legally, but it is also illegal for a city to collect tax and not use it. We might wind up going to court, myself and the city and the CDD here continue to fight for the people and just not talk about it. We have to stand up for everything. Now going back to the sidewalk thing, I spent two days with the assistant city clerk going through all the paperwork and I was in contact with Andrew. We do not have the record so why don't we get off our butts and contact the developer who claims to have paid it and let him prove he paid it. There is no proof that \$19,000 went to the city. Now the city is not going to put sidewalks in the next two or three years because that road out there is going to be widened. When that road is widened the county and the state will put the sidewalk in at no extra. So, let's talk positive instead of negative. If you want to get involved with the city, come to the meetings, come to the commission meetings and speak up. Don't criticize me when you don't know what the hell you are talking about. The city is going to send out a letter showing the design of what needs to be done but nothing will be adopted to the city. I am not going to let it cross the lines to a vote for anything to be done until we get the ruling from either the court or the city attorney on who is going to pay for it. I don't care if it costs \$50 or \$500, I don't think we in Lake Ashton need to be paying for it, have no non-portable water. All our water comes through the city lines. They are saying if the line loses pressure there is a chance of the backflow of non-portable water to flow into the lakes. I don't even know where they are coming from. I do know there are some people who have faucets that they use for washing



cars or carts or whatever else placed in the wrong place. That bar will have to be changed, but I want to know when that rule came in. Did it come in last year, two years, five years or ten years? We are paying that money, that \$2.50 a month for ten years. Why haven't they corrected it before? We need all that before you have to worry about fixing it. Every Monday morning, I will bring you up-to-date from what has happened in the meeting before. We only meet twice a month on this. Every other Monday I will bring you up-to-date on it. I don't want anybody spending money right now until we know and especially when you don't know where you are putting the pipe. If you get a contractor to put it in like you did the first time and they made a mistake, who is to say they don't make a mistake again so you will be paying again later. Don't do anything about it until I let you know or until the city lets you know that this going to have to happen.

Mr. Costello: Anybody else on public comments?

A resident: I just wanted to congratulate Mr. Costello observing that the plant material around the ponds is allowed to rot in the ponds. You are going to have to end up having the dredge the ponds, which is best, pay for it being removed or let it fill up the pond. Thank you.

Mr. Costello: Any other comments?

Ms. Landgrebe: Lot 71. Just wondering if there can be some additional periodic email blasts sent to residents continuing to inform them regarding the ponds and the situation that it may look worse before it gets better. Some of our residents tend to have short memories. Also in regards to the Lake Wales situation, our councilman just talked about, great that it will be talked about at Monday Coffee but we have a lot of residents that don't attend and an email blast with updates would be helpful also. Thank you.

Mr. Van Sickle: Lot 573. Information for the Board, there has been a lot of Facebook things going on. There is even a group now that started passing out information about Lake Ashton, what is going on. The issue of golf carts and kids driving them some were saying the age is 14. Others are saying the age is 16. I did a little bit of investigation into that, the East side follows that Statute is at 14 years old you can drive on the streets that have been approved for golf carts. I personally know that our streets have been approved for golf carts. That is correct. I also looked up Winter Haven. Winter Haven did not follow the Statute, they actually changed it and made it a little bit more stringent.

In Winter Haven you must be 16 and licensed to drive a golf cart on streets that have been approved for us. I looked up the Statute, Winter Haven does have four or five streets that are approved for golf carts. They are not in Lake Ashton. With that determination, this is something that you may want to talk about at a joint meeting that my understanding, the law in Winter Haven states 16 and licensed. If a resident here has a grandchild that drives to Winter Haven, the West, they can be ticketed. That really needs to be cleared up because I see a lot of people on Facebook that are totally confused and seem to think that Lake Ashton, if it has a rule, it is good on both sides. Unfortunately because of different municipalities that is not always the case. We could have people getting tickets. You may want to do that in a joint meeting to see how you can resolve these types of issues.

Mr. Plummer: Did you say the streets on the Winter Haven side have not been approved for golf carts?

Mr. Van Sickle: That is correct. The streets that were approved were over by the hospital. There is nothing that specifies the streets in Winter Haven to Lake Ashton for approval for golf carts. Anyone driving a golf cart on the street could be ticketed.

Mr. d'Adesky: Just to follow up on what Jack said, I want to emphasize that this is not just an issue for the issue of driving golf carts in Winter Haven as I think you just heard Mr. Van Sickle say. Technically, it is illegal for anyone to be driving a golf cart there. Furthermore, it is not just an issue for children between the ages of 14 and 16, it is an issue for most of us residents, many of whom don't necessarily carry their driver's license when they take their golf cart somewhere. It is much broader than you think. It is also an issue perhaps for the minority of residents who may have chosen to give up their driver's license and just have a Florida ID that do feel they can still drive this golf cart safely. For all of those reasons I'd urge you to do what is necessary at a joint meeting, talking to your counterparts in Winter Haven. I don't think there is anything we can do on this side, but pursue the issue and get it resolved so residents don't find themselves getting a ticket.

Ms. Burns: Just to clarify, there were a couple statements that were made that were incorrect. The first thing is that the CDD has no traffic enforcement capability and that is a police power specifically precluded by the Statute. This Board has no policy or say in the matter. Ticket and enforcement of golf cart driving usage within the community

falls to the police in Winter Haven and Lake Wales. Also there is a difference between a street legal golf cart and non-street legal golf cart. A golf cart that has a license and is tagged can drive in areas whether they have been designated for golf cart use or not, so saying that just because the roads in one area may not have been designated for golf carts, that all golf carts being driven there are not allowed, that is not true. There are all sorts of different golf cart regulations depending on the community, the roads that have been designated and the type of cart, just want to clear that up too that there is different.

Mr. d'Adesky: They qualify as a slow speed electronic vehicle which is regulated differently under the Statutes. There is also the exemption applied to over 55 communities allowing for the operation of certain golf carts and other vehicles which exempts from the Statute that regulates the designation of the golf street or not golf cart streets, so it is a complicated issue. Once again, most importantly, not a CDD issue. We have no ability to improve the Statute, modify it in any way.

Mr. Costello: If we could get some sort of clarification of the way it stands, what is legal and what isn't legal so we can pass the information along.

Mr. Plummer: First of all the streets in Lake Ashton are not city streets.

Mr. d'Adesky: Regardless if they are city streets or not, the enforcement entity is the city.

Mr. Plummer: My point was is they wouldn't be in an ordinance of either city listing them as golf cart or not because they are not city streets. They are listed in their inventory.

Mr. d'Adesky; The way the golf cart Statute works is you are allowed to designate certain streets as an ability to operate for golf cart or not golf cart. It doesn't specify whether those streets have to be city streets or not. I have dealt with this in another county where a CDD road which were public roads were designated, it is a regular community, not over 55, and we had to go to the city and get them designated as golf cart roads to have them operate golf carts on those roads. I think that is what Mr. Van Sickle is referencing when he was referencing designation as a golf cart road. What I was referencing is there are certain exceptions for over 55 communities. There is a concern if there are individuals that are operating them that are underage. I have for other communities put together even though it is not our responsibility, I have put together a courtesy bullet point list of things you have to do to put out in a newsletter. Certainly it is

something that might be applicable for the Lake Ashton Times to put a little bullet point thing that says, here are the requirements.

Mr. Costello: That is why I say if we could get some sort of clarification on what it is and all that we will put something out in a blast.

Mr. d'Adesky: If you are instructing me to do it, I will do it or Jill.

Mr. Costello: Ok we are number 11.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

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

  
Assistant Secretary/Secretary

  
Chairman/Vice Chairman