

**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 Monday, March 18, 2019 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  
Borden Deane  
Murray Zacharia  
Bob Ference  
Robert Plummer

Chairman  
Vice Chairman  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary

Also present:

Jillian Burns  
Jan Carpenter  
Andrew d'Adesky  
Rey Malave  
Christine Wells  
Matt Fisher  
Numerous residents

Governmental Management Services  
District Counsel (phone)  
District Counsel  
District Engineer  
Community Director  
Field Operations Manager

**FIRST ORDER OF BUSINESS**

**Roll Call and Pledge of  
Allegiance**

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

**SECOND ORDER OF BUSINESS**

**Approval of Meeting Agenda**

**THIRD ORDER OF BUSINESS**

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

Mr. Costello: Good morning. We are going to open with public comments. I have one request here from Mr. Sosinski to speak to speak on Mulligan and Dunmore.

Mr. Sosinski: Good morning. Bob Sosinski, 4200 Stone Creek Loop. I have a question for our engineer. I noticed that there are no storm drains on Mulligan or on the

parking lot to the north of Eagles Nest. I am just wondering how much of the stormwater that is causing the flooding down there at Mulligan and Dunmore is coming in from Winter Haven? If there is any, should Winter Haven help pay for any improvements?

Mr. Costello: You will be answered within the meeting. I skipped one, we should have approved the meeting agenda.

Mr. Deane: Motion to approve the meeting agenda.

Mr. Ference: Second.

Mr. Costello: I have a motion by Mr. Deane and a second from Mr. Ference, all those in favor.

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

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

**Approval of Lake Ashton and Lake Ashton II CDD Joint Meeting held on December 4, 2018, December 17, 2018, January 7, 2019 and January 29, 2019 and Approval of the Minutes of the Lake Ashton CDD Meeting held on February 11, 2019**

Mr. Costello: Are there any changes or corrections, additions?

Mr. Zacharia: Mr. Chairman, I just have a question to Jill or whoever. On the joint Board meeting minutes I know we are asked to approve the minutes. In the process of each Board independently approving the joint minutes it becomes possible that the joint minutes approved by each Board might contain modifications. For example CDD II modified something last month. I don't know what, but something was modified. How does that work? Is my question clear?

Mr. d'Adesky: Yes, that is a clear question.

Ms. Burns: If you would like we can save the joint meeting minutes to be approved at the joint meeting so that way if people have comments, each group can approve them at that time with the understanding that once we are not meeting every other month for the joint meetings it might be a while until those are approved. If you would like for us to hold these and approve them at the next joint meeting we can do that.

Mr. d'Adesky: If you are asking more to the legal effect of it on that side, the minutes are only the requirement of the Statutes. It is only a general summary. These CDDs have chosen to go for a verbatim transcript of the minutes, which are public records, but the same thing with the recording. If the recording was requested you could pull that if there was a dispute to what was actually said in the meeting, if it was suspected that something was changed into a way that it wasn't actually stated.

Mr. Zacharia: So if we were to move to approve the joint minutes at a joint meeting would that require a motion?

Mr. d'Adesky: That is an administrative change.

Ms. Burns: If you wanted to have a motion to table the joint meeting minutes until the next meeting and approve the February Lake Ashton I Board meeting that would be appropriate based on what I am hearing.

Mr. Deane: I make that motion.

Mr. Plummer: Second.

Mr. Costello: Ok so what we are going to do is we are simply, we are going to look for a motion to approve the minutes from the February 11, 2019 meeting. The others will be withheld until a joint meeting is held.

Mr. Deane: I made that motion.

Mr. Plummer: Second.

Mr. Costello: Bob seconded it. All in favor.

On MOTION by Mr. Deane seconded by Mr. Plummer with all in favor the Minutes of the Meeting held on February 11, 2019 were approved; and all of the joint meeting minutes were tabled and to be included on the next joint meeting agenda.
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## **FIFTH ORDER OF BUSINESS**

### **Engineers Report**

Mr. Malave: Good morning. The first thing on my agenda would be the Dunmore drainage issue. You all received a summary that I did from two proposers. We also provided a little sketch which kind of gave us a better idea of how to quantify and ensure that the contractors that we are talking with would provide exactly the same cost for that. A couple of the things there, we are trying to minimize impacts to the landscaping that is there especially around the first house. Then also how to stay out of the wetland. The conclusion is you will see that both proposals are around the same, All Terrain is \$266,327

and Steiger Site is \$259,100. In order to compare there were a lot of question marks in each one of what was included and what was extra to see where the bare bones of the work was to compare who was doing what. A couple of things, one is All Terrain had \$35,000 down just as a number for covering landscaping, not really detailing what that would do so that is something we felt should be taken out. The only thing that Steiger did was add sodding and did not cover the landscaping, so in order to make it together we used the landscaping, the irrigation and the sodding numbers and took those three out for sure to compare. Then the other option is the replacement of the cart path behind all the lots. Again we took that number out. They had some extra utilities there and the extras from Steiger kind of included a little bit of landscaping and some other things that they expected and utility work so in order to make it all even everything else was the same we now know what we call the base bid cost. That will give us a good number to compare who was probably in the ballpark. As you can see both are very close. All Terrain is at \$198,694 and Steiger is \$211,816. We gave this to two other firms that were very reputable. After conversations and arm twisting they decided not to bid and did not give us a bid. These two companies are very similar. Steiger is out of the Tampa area versus All Terrain is out of the Clermont area. All Terrain has done work here previously and knows the site. Steiger has done work for us at other CDDs and again very similar. In responding a little bit to where does this water come from, we did an analysis about four years ago and confirmed that part of the problem is the fact that when the golf clubhouse got built together with a parking lot that is located off of Mulligan, I guess is that street that you turn to go to the clubhouse, all that was originally supposed to drain away and into that development, not into our stormwater system. What we discovered is how it was all graded, it all drains to this low point, including portions of the golf course and all of the golf clubhouse, part of the existing parking lot that they have, plus the additional parking lot that they have all drain to this point, which caused most of the issues of all the extra water. That is and was put in our record a long time ago, why we are having the flooding in this intersection versus the original design. I don't know if that comes into play. With that I will open this up to any questions you may have.

Mr. Deane: I have a question with regards to this whole thing. Is it possible to put it off for six or seven months because of the fact if we go through with the purchase of the

golf course we will own the putting green, and wouldn't it be a lot cheaper just to put a drain in the street and run it straight through the putting green to the wetlands as an alternative to this?

Mr. Malave: That could be an alternative. We would have to do a permit modification. Either way, we should recommend doing a permit modification alerting the water management district because we are taking water that was not supposed to be meant to be coming into our system and that would be a way of deviating some of it. What I would recommend is probably isolating the water that comes from the golf clubhouse area and the parking there, and deviate that and let our drainage that comes from Dunmore continue its current route, which would take the extra water away, since you would have ownership, and that is a presumption of all the lands in the intersection being golf course and or CDD property.

Mr. Deane: That is correct. That is what I am saying. I know we are not going to take out the 18 inch drain that is currently there. Leave that the way it is and just add another drain for that water. The water basically comes down that road.

Mr. Malave: That could definitely be an option to do that based on record and historical, it has occurred every two or three years when we have had that situation. I am probably as bad as the weatherman predicting weather. I don't know if we are going to have a big storm this year or not, hard to tell but we are getting into the rainy season. Doing the work I would recommend to wait till the rainy seasons ends. It is not exactly a very easy construction project. You are between wetlands, water everywhere and not only that, you are adding to it the homes that are there. I can understand and see why the cost of it is pretty high in addition to the materials, it is really the workmanship of how to get it accomplished and not create problems both without permit and with the wetlands and being able to install it correctly.

Mr. Ference: Is it a viable option that as Borden suggests because the putting green is pretty large size, you are familiar with that. In the direction that Borden might suggest that we run through the putting green into Pond 19, would it require the demolition of the whole putting green? How would that work?

Mr. Malave: Again I am remembering how much acres there were. There was about an acre and half of water that was draining there from my recollection. To take

care of that you would need about 15% area of that to be able to accommodate a swale discharge area that you would dump it into prior to getting it into there. You could fit it within that area. You wouldn't have to lose that putting green. Now there is more area there in that intersection in that corner that is not just the putting green so I think I am looking also at that possibility. Again it depends on the grade. It is coming towards us and how to put slopes in there and all that, you might lose some, but you still would end up with some type of putting green.

Mr. Ference: I think the deferring of this bid until we decide going forward with the golf course and owning that property, I think that is a very viable suggestion. I would reaffirm what Borden suggested. If that requires a motion and he has made it, I certainly would second that we defer action until such time that we can ascertain that as a viable option which would save us I am thinking a great deal of money.

Mr. Malave: One little thing that I need to add in there, the entire work, the line of where the CDD owns and the easement and the golf course we probably would require some sort of permission from the golf course to do the work we are proposing right now because we could be impacting or be on their property.

Mr. Ference: All the more reason why we should hold off.

Mr. Malave: Any other questions?

Mr. Costello: Are there any other temporary things that we can do which would divert the water away should we have another storm?

Mr. Malave: My recommendation would be that if we are anticipating a large storm that is coming, to probably go to the control structure within 19 and probably lower it as much as we can, get the water out of there under an emergency condition. That would hopefully assist in helping keeping the water within the street and not into people's property if a large storm was to come. Other than that, I think the only way to drain it because of the quantity of water that is coming into the area is very difficult without doing any construction.

Mr. Costello: I have seen it where a heavy rain storm, it really becomes a mess there. The water is going up the driveway. Some people decide that they are going to drive through it anyway. I mean that just makes a bad situation worse.

Mr. Malave: It creates a wake.

Mr. Costello: It does. I have seen it where the water was almost going into their garage. I can understand their concern. I realize that we can't control the weather. Still, I would like to see something done in order to alleviate this problem. How much do you figure we will save if we wait until we own the golf course or whatever? What do you feel the savings would be?

Mr. Malave: It definitely would be less than half of this.

Mr. Costello: It is a substantial amount of money.

Mr. Malave: A majority of the work is working behind the lots. The easy part is working that piece adjacent to the house and off the roadway. There is some temporary work that needs to have some MOT work, maintenance of traffic. That part is fairly easy. The part where it gets very difficult is the part when you go from the manhole in the back all along the back of those lots and the wetlands. The watering process, the construction process is very expensive and slow. That is really where all the dollars are going.

Mr. Costello: In other words instead of making something all the way around we are just going to take a straight shot.

Mr. Malave: Put a little small depression there and take it right into the outfall. The lake is right there.

Mr. Ference: Was that a motion Borden that you made?

Ms. Burns: If you are not taking any action today we don't need a motion.

Mr. d'Adesky: That is a direction for us to bring it back once we have resolved the golf course.

Mr. Ference: Thank you, Borden. I never thought about that. It is a viable option.

Ms. Burns: We will just bring it back should the Districts become the owners of the golf course property in the near future.

Mr. Costello: Do you have anything else, Rey?

Mr. Malave: There was also another drawing that was handed out, the Stop sign options. The question that was asked to us was trying to make the intersection of Club and Drive into a three way Stop sign. The problem we have is when you look at the intersection it is not just three streets. You also have the roundabout or the round drive that comes into the portico share of the clubhouse, therefore you have to make some decisions. One of the ways that my traffic engineer indicated is that you make that a one-

way in and put a Stop sign also there so that it also becomes a four-way Stop sign, because it requires warnings for people not to come in and the one-way you are adding two more signs of Do Not Enter, so you are erecting pretty much about five new signs. The Stop sign on the main entrance already exists, so you are really adding all of those Stop signs, three Stop signs and two Do Not Enter. The Do Not Enter cannot go on the Stop sign, it has to be a separate sign. It is a little awkward how we will place that. This scale here did not permit to show how it would fall, but there would be two signs on that intersection, one or the other towards the island where the fountain is, a Stop sign coming towards the drive from the west. Total cost is between \$1,200 to \$1,500 with all of the signs using the decorative signs, but maybe closer to \$2,500.

Mr. Deane: Probably more than that.

Mr. Malave: Well each sign is \$150 for the Stop signs.

Mr. Dean: And the poles.

Mr. Malave: So we get \$4,280. Ok, thank you. \$5,000.

Mr. Costello: Until we know that we have had a major problem out there, I mean I have been here for nine years now, and quite honestly I have never seen a problem at that intersection.

Ms. Wells: We have had one reported incident that I know of since I have been here. It was actually reported. I know there has been some close calls in that intersection right here, especially going west on Ashton Club Drive because I don't think there is any Stop sign at all coming from the cul-de-sac down Ashton Club Drive all the way here. As far as incidents, there has been only one reported incident that we have had.

Mr. Malave: From a traffic standpoint, just to add a little bit to that, is the fact that you had added in the carts as part of the traffic. The majority of the traffic comes in, makes a right-hand turn coming from our main entrance going west. That is probably 70% of the traffic. A lot of people live over on the other side, but during peak it is probably 80 to 90% in the mornings and evenings. Then, the traffic coming from the west is making a left-hand turn. Adding a traffic sign at least at that intersection would probably make the intersection well, but my traffic engineer indicates the moment you put a second Stop sign there and still having the driveway into the clubhouse, it makes it even more dangerous because they would tend to ignore that traffic. That is where all the golf carts come and



go in and out. From a staffing standpoint and safety standpoint this intersection would be safer with all the Stop signs. I know it is a nuisance. Nothing has happened in many years, but we have been lucky from a safety standpoint. I just want to go down on the record as recommending that this is a safer position.

Mr. Deane: My problem is, or the problem I have seen with this intersection, is the people who are not stopping at the Stop sign coming down the main boulevard. That is the biggest problem. I have a suggestion that we put the biggest bumper we can put in front of that Stop sign to slow people down. That would slow them down so I think they would Stop. I was almost hit there once in my golf cart. The car got less than two feet from my golf cart. It never stopped at the Stop sign. That is the biggest problem of people not obeying the Stop signs. I think adding all these Stop signs would just make it worse. That is my opinion.

Mr. Malave: What the City of Orlando and other cities have done, they have called a crosswalk speed tape. It is a little flatter and does have, it is raised approximately five or six inches in height. It is a smooth transition and then on top of that, paint the crosswalk so people can cross there. A lot of people go across the street. They probably wouldn't use this corner because it is convenient to where the parking lot is in the back and they just cross back there, but in an ideal world that is one way to slow traffic down and it doesn't look as intrusive as a little mound, an actual bump.

Mr. d'Adesky: You have less complaints that you are wrecking cars' suspension. On top of that, I will say one thing, and this is probably not a popular statement, but we don't have to follow that. Borden and some of the experienced Board members have heard me say this before, but Murray and Bob, I don't know if you have heard me, we don't have to follow the decorative requirement. It is optional for us. I know that costs are a big factor for this Board, so if that is something we wanted to use on one or two of the poles that is an option for the Board. I know in the past we have chosen to comply with that, but obviously price is a big factor.

Mr. Costello: Have we spoken to the Lake Wales Police to see if there has been anything? I mean they would have a report if there were accidents there or anything of that nature. Don't get me wrong, I am not trying to walk past this. The only thing is, I quite honestly don't see a problem out here. I don't know, have we had accidents? Have

we had anybody hit by a car? I am not saying I want to wait until somebody is, but by the same token what is the situation out here?

Ms. Wells: I can check with the City of Lake Wales Police. I haven't done so already, but I can certainly check with them to see if they have any documented accidents.

Mr. Costello: Bob, you have experience in this area. Maybe you can help us.

Mr. Plummer: That intersection itself not only with the circle drive and three-way, in addition to that is the foot traffic, cart traffic, the bank, and the sales office also cause quite a challenge there, as far as the potential for a variety of types of accidents or personal injury. I would be very interested in looking at what the history of that intersection is as to help make that decision. I don't recall an accident being there, but that doesn't mean that there hasn't been. I would certainly like to look at the history of that before we make a decision to spend \$4,200 to put Stop signs up.

Mr. Zacharia: The document I am looking at talks about two Stops signs. I heard a report this morning that there are three Stop signs, which would add \$1,160 if we don't change any other numbers. Three signs at \$1,160, isn't that \$3,500?

Mr. Costello: You have the Do Not Enter signs.

Mr. Zacharia: That is about \$2,000 which comes out to somewhere around \$5,400.

Ms. Wells: You are right about that.

Mr. Zacharia: So it is \$5,400 for the decorative posts and the signs etc.

Ms. Wells: Also, it may go down slightly. I was just asking Rey, the Do Not Enter signs do not have to be as tall as the Stop signs. It could be a shorter sign so the price may go down slightly on the Do Not Enter signs. Residents have also requested Exit signs because some of the people making deliveries to the pro shop will go past this section right here and end up in the cul-de-sac. That is also added on here. It is just a sign added to the pole that says Exit for both sides so if they are delivering to Nini's they come out, they will see an Exit sign there. That would take a few hundred off as well if you decide not to go with that. The over \$5,000 is the most it would be.

Mr. Zacharia: What is the funding source for this \$5,400?

Ms. Burns: Capital reserve or miscellaneous line items.

Mr. Zacharia: Is the \$5,400 available in the capital reserve today?

Ms. Burns: There is about \$331,000 currently in your capital reserve account.

Mr. Costello: I think until we investigate this with the Lake Wales Police Department we are rushing into something that I really don't know that we need. That is my personal opinion. I get that is the impression that Mr. Plummer tried to bring up. Let's look at the history of the intersection before we jump into something.

Mr. Zacharia: I was going to ask, Bob, in your experience when you say let's look at the history of the intersection, what specific questions are we going to ask and who are we going to ask those questions of?

Mr. Plummer: First you have to try to get the reported incidents at that intersection from local law enforcement. Obviously some incidents have been close in nature and not necessarily reported. We need to start with the reported ones and go that route before we take any other action at this point.

Mr. Costello: I think it would be in our best interest to just table this until we get a chance to have somebody contact Lake Wales Police Department. Find out how many incidents we have had and we can move on from there. If you would like to do that we would appreciate it.

Mr. Plummer: I can gather that.

Mr. Costello: Thank you.

Mr. Malave: That is all I have. Thank you.

Mr. Costello: Thank you.

## **SIXTH ORDER OF BUSINESS**

### **Unfinished Business**

Mr. Costello: Unfinished Business. There is none.

## **SEVENTH ORDER OF BUSINESS**

### **New Business and Supervisor Requests**

#### **A. Discussion of Reorganization of Board of Supervisors (*requested by Supervisor Costello*)**

Mr. Costello: A. is Discussion of Reorganization of Board of Supervisors. Believe me, I have had a lot of questions as far as what I meant by that. I am not looking to get anybody, any individual authority to make decisions for the Board. What I would like to see though is where different people hold different experiences in life. Mr. Plummer was just recognized by the fact that he once was a police officer, and that he can deal with the police department fairly well. He also has experience in fire and can deal with the fire

department very well. Mr. Deane has quite a bit of experience in restaurants. He owned one. He is living here, so it must have been successful in some way. I don't know, unless his bills aren't paid.

Mr. Deane: They are.

Mr. Costello: Murray, I know that you worked in accounting and were the CFO of a healthcare system. Believe it or not, I am going to give you the biggest headache because we have a budget coming up that quite honestly really needs to be gone over with a fine tooth comb. We are spending money that we really don't have to. Bob, I know that your experience is mostly from what I understand is dealing with people. So I would like to have it where anything that has to do with public safety would go to Bob Plummer. Anything that would have to do with the restaurant here would go to Borden. Bob Ference, you could probably do us well if you were to deal with the different organizations throughout this community. Murray, like I said, I am going to give you the biggest headache. I want you to look over our numbers. I would like to know if you all agree that this is going to be the best way to go. If somebody comes to me and they have a problem with the restaurant, it is not that I don't understand your concerns, it is just that Mr. Deane works with them. Go see Mr. Deane, I think he can help you a little better. If somebody has a problem with money that we are spending, go talk to Mr. Zacharia and maybe he can help you a little better. That is all I meant by reorganization. I don't want anybody to have any authority to spend any money that is not approved by this Board. Period. I just wanted to see if everybody agreed with this.

Mr. Ference: Aren't we doing that already? We have asked Bob to look into the police function as things come up.

Mr. Costello: The only thing that I am trying to do is solidify it, Bob. All I am trying to say is we have a big enough problem dealing with the Sunshine Laws where God forbid you say something to me, God forbid Borden says something to Bob, Murray says something to you. We simply have a headache. This way you know exactly who to send somebody to when they have a problem in any given area. I realize that faces are going to change through the years on this Board. It is going to be up to them to change the responsibilities of people. Like I say, all I am trying to do is to deal with the strengths of the things that people have dealt with throughout their lifetime.

Mr. d'Adesky: I think the biggest change you are going to see if this is implemented is really how staff interacts with you. If there is an issue about the restaurant the default is to go to the Chairman. You always go to the Chairman for anything between Board meetings but now if you make a reorganization, we may still keep the Chairman in the loop of course, but if it is a restaurant issue, bring Borden into the loop. If there is an issue with one of the organizations we are calling Supervisor Ference. If there is an issue with the budget we are calling Murray. If there is a public safety issue we are calling Supervisor Plummer. That is really the big place you are going to see it. You are going to hear those annoying phone calls from me and Jill that Mike usually has to get on.

Mr. Costello: It is not a matter of me not wanting to take the calls, it is simply a matter of that, quite honestly, somebody might call me up and say this or that happened at the restaurant. In reality, I want to help you, but due to the Sunshine Laws I can't pick up the phone and call Mr. Deane. I cannot do it. If they go to the person I talked to, Mike Costello and I told him this and the other thing and he said this, technically by all rights that is against Sunshine Laws also. We are in a scenario where our hands are tied and we are trying to do the best we can for this community. All we are trying to do right now is break it down so that we know exactly who to go to. Don't go into detail about the problem, go see Mr. Plummer, go see Mr. Deane or whomever. There is things that every person in this room is going to disagree with. I don't blame them. I think it would be just a little bit better if we had an organization where we knew who was handling what sections.

Ms. Wells: I just want to clarify for my understanding is that this reorganization, it would be authority to make decisions as long as it does not cost money? That is what I am trying to get at.

Mr. Costello: No. That is what I am trying to get away from. All I am trying to do is let them get the information and let them come back at a meeting and tell us exactly what the situation is because they worked in these areas and they are going to give us much more in-depth detail as to what the problem is and how we can resolve it.

Ms. Wells: Perfect. That is what I wanted to make sure.

Mr. Costello: It doesn't really need anything other than the fact that this is the way I would like to see it go. To me it just seems like a better way of doing it.

**B. Discussion Regarding Increasing Number of Handicapped/ Reserved Golf Cart Parking Spots at the Clubhouse (*requested by Supervisor Zacharia*)**

Mr. Zacharia: Back in late February I sent Marcia a note asking for this to be added to the agenda and I don't know whether between Marcia and Christine it got passed along.

Ms. Wells: It did.

Mr. Zacharia: Bottom line is at the last Lake Wales HOA meeting there was a resident that expressed concerns about the two spaces out in front of the portico out here that are reserved for residents with limited mobility. This particular resident said that on big event days and evenings that those spaces fill up, as do all the other spaces around the circle and the parking lot etc. and then very often he ends up turning around and going home because it is a long walk. He indicated that the Ashton West Supervisor responsible for public safety like our Bob Plummer had requested and received authorization to increase the number of those signs during special events, evenings and days. I suggested the same thing, that we increase the number of signs from two to six. Three on each side, except I said we should do it permanently rather than concern ourselves with, is this a big event or a medium size event and put the signs in. Put the signs in the ground and let's be done with it. I also believe that we might even get the HOA to pay the minimal cost of acquiring the signs. If the HOA doesn't, since the request came through them, that we go ahead and pay for it. I will be happy to answer any questions.

Ms. Wells: I just wanted to add that it was passed along and I did reach out to the vendor that we purchased the original signs from. They are \$20 each sign, just so you know how much they are.

Mr. Plummer: Are we talking about a regular handicap sign?

Mr. Costello: No we are talking about the signs that are there requesting that you politely refrain from using the first two parking spaces.

Mr. Plummer: You are not making them an official handicapped parking space.

Mr. Deane: I make a request we buy the \$40 worth of signs and put them out there.

Ms. Wells: It is more than \$40.

Ms. Burns: \$80.

Mr. Costello: Do we have a second?

Mr. Ference: Second.

Mr. Costello: All those in favor?

On MOTION by Mr. Deane seconded by Mr. Ference with all in favor the purchase of four signs for \$80 for reserved parking spaces for golf carts was approved.

Mr. Costello: Do we have any other requests from Supervisors? I have a couple items that I would like to bring up. Number one, if you look at this door over here, it has the curtains over the door. If you look over here we don't have that. The reason being and I know this from experience is we cannot block the Exit sign. You cannot close the curtain all the way. What are the chances that we can get the two of them evened out?

Ms. Wells: I actually have been working with the vendor already on doing that. The problem being is that the coverings that we have here are discontinued. I am trying to find something that is going to match over there. The one quote that they did give us was about \$1,000. It was a lot cheaper on this side. I am going back to the vendor to see if there is a comparable covering that we can use here that is cheaper than \$1,000. I know these were a lot cheaper than \$1,000.

Mr. Costello: Do we have more than one vendor we are requesting proposals from?

Ms. Wells: Originally I went to the same vendor because I was trying to get it to look the same. We have additional vendors we can go to and have them come and look at this and see if they can quote us for the same type of covering. I want something similar. It doesn't have to be exact because it is on the other side of the room. It is not going to stand out, but you want it to be as close as possible. I can reach out to other vendors.

Mr. Costello: I understand that. I understand that they may not be a 100% match, but I imagine we can probably get it so close that it would be pretty hard to tell the difference between the two.

Mr. Zacharia: What about the drapes over there?

Mr. Costello: You are right.

Ms. Wells: I just noticed that.

Mr. Costello: There is another door. The only reason why we noticed it was last night when we were here for practice for the show they had pulled the drapes somewhat closed but they left the Exit sign somewhat visible. Quite honestly, I know that by law you can't close those curtains due to the fact that it is an Exit and you are blocking it, but this here seems to suffice. I would think that maybe we need two more doors.

Ms. Wells: That one has that on there, it is just not closed right now.

Mr. Costello: Oh, ok. I see them now. Like I said maybe we can get something for over there. Quite honestly, it was noticeable last night and for a minimal amount of money hopefully we can do something with that. The only other thing that I have in here is the thermostats. I would like to see covers. I mean tonight is Bingo and I want to tell you something, and Murray will testify to this, you get 200 people in Bingo and 99 of them are cold and the other 101 are hot. One by one they come up and change the settings on the thing. The AC is kicking on and kicking off. I am sure it is not doing the units any good. I would like to see covers on all of the thermostats in the room due to the fact people do have a tendency to change them. They are hot. They are cold. Even the fans. You have two people complaining that we should turn the fans off. You have four people complaining turn them back on. It is insanity. The covers we could do something with. Do we have anything else from anybody?

Mr. Deane: I have a couple of things I want to speak about. First, regarding the restaurant. While Christine was out Matt and I did the required quarterly inspection report of the restaurant. I wish to inform anybody that this restaurant is the cleanest I have ever seen in this building. These people do an excellent job. During the inspection there was one problem with the exhaust fan in the kitchen over the hood. We brought in the electrician and we found out that the motor was bad in the exhaust system. That is being replaced today. Christine asked me about it and I told her just to go ahead and get it done because you can't operate the restaurant without an exhaust fan in the kitchen, it is against the law. With regards to the requirements on the lease, the pest control is being done weekly by the tenants. The grease trap and grease is being serviced by Green Star Biodiesel. They come once a month. They take the used fryer oil. There is a container where the trash is. They take the used fryer oil and make jet fuel out of it. That is done and Nini's gets a small check for whatever they take. In addition to that, every time they are here they check the grease trap where we had the problem before. There is no paperwork regarding this, but I have the paperwork to give you. The last inspection was done on March 6<sup>th</sup>. Miller is handling the inspection on the refrigeration equipment and Nini's has ordered the inspection to take place, although everything is operating. The floor maintenance and carpet maintenance is being done by Nini's and everything is in good



shape. I have the attached report to give you. In addition to that, it is requested by Nini's that we find out the cost of Berber mats to put behind the bar. Other than that there was a couple of small items which had been taken care of, or are being taken care of. That is the quarterly report for the restaurant. The other issue I want to bring up is the golf course. At our last joint meeting, it was told that the bonds were to be paid by the residents in a 59% – 41% percentage. I never agreed to pay for the infrastructure bonds. That is the roads, the water system, the sewage system, and electric lines that were put in Winter Haven, just like Winter Haven didn't agree to pay for the infrastructure bonds for Lake Wales. That bond difference is great. The reason it is so great is we have been paying our bonds seven years longer than Winter Haven has been paying on their bonds. Our bond balance is \$62,313.07. Winter Haven's bond amount is \$347,319.03. I agree on a per lot basis that we should pay for 59% of the operation of the golf course which means that we would owe \$45,430 of the \$77,000 deposit that is due at the time of settlement of the golf course. Winter Haven would have to pay \$21,570. We agreed to hire an expert to help us with our due diligence at a cost not-to-exceed \$25,000. Our share of that would be \$14,750. Winter Haven's share would be \$10,250. I spoke to the attorney regarding the settlement costs for the golf course, and I want everybody to understand this is an estimate, but the latest estimate from the attorney's settlement charges would be in excess of \$150,000 as possibly as high as \$300,000 depending on the inspection requirements, the survey requirements, and everything else. Their expenses will have to be paid prior to the first person getting a golf ball on the golf courses owned by the CDDs. The settlement requirement for Lake Wales would be \$62,313.07, \$45,430, \$14,750 and \$177,000 for settlement costs by the attorneys. The total amount being \$299,493.07. We have 977 billable units in Lake Wales, which would mean a one-time assessment just to settle on the golf course of \$307 per billable unit. Winter Haven's requirement would be in excess of \$502,139.03. They have 640 billable units on their side. That is a per unit cost of over \$785 per unit. These are numbers that have never been given out before, and I want people to realize what this golf course is going to cost. This has nothing to do with the \$400,000 balance, which is agreed to be paid off at 59% - 41%, nor does it have anything to do with the first nickel of maintenance, which would be a big item on the agenda. We have not done our due diligence yet, but I wanted people to realize what

this golf course is going to cost. It is a lot of money folks, and the only expense that could be reduced in my numbers is if the settlement numbers come back less, or if the developer offered to finance the bond payment over a period of time. I don't believe that we should finance the infrastructure bonds. I believe they should be paid off by the separate developments. I would like to request that a special Board meeting be made of both developments in order to discuss this matter because we never discussed paying the infrastructure on either development. The infrastructure bonds came before there was any golf course development. The infrastructure bonds were what the government gave the developer permission to sell X number of bonds to put the roads, the utilities and the infrastructure in these developments. I don't believe that the infrastructure should be shared amongst either development. It should be paid by that development by itself.

Mr. Costello: Any comments?

Mr. Zacharia: Borden, thank you so much for this insight. You are indicating that \$410,000 and I am assuming that is the bond indebtedness.

Mr. Deane: The middle figure, those are the total requirements for both sides.

Mr. Zacharia: Is that \$410,000 - \$409,632.10, to be more exact, is that the bond indebtedness that was never mentioned and suddenly appeared several months ago?

Mr. d'Adesky: Yes.

Mr. Zacharia: Ok. They are one and the same.

Mr. Deane: They are one and the same.

Ms. Burns: Just to clarify, and I know what Borden meant, and I think everybody up here knows what Borden meant, but I want to make sure everybody in the audience understands, when he is talking about the bond balance for Lake Ashton and Lake Ashton II, that is just the debt assigned to the golf course parcel. That is not the bond balance overall for both Districts. I want to make sure that was clear to everybody as well.

Mr. d'Adesky: That is the portion that needs to be cleared.

Ms. Burns: The LOI that was submitted anticipates that amount would be financed, that the seller would pay it off upfront and each District would pay that over five years. That was the LOI that was approved by both Boards.

Mr. Deane: That is an additional \$40,000 in interest that I don't think we should pay. That is why I say it is up to the Boards to make the decision, and if we decided that

we had to pay it before settlement, we do have enough money that it could be paid at settlement when they say settlement is supposed to take place by October 30<sup>th</sup> or September 30<sup>th</sup> of this year.

Ms. Burns: Correct that is a business decision that the Board would make.

Mr. d'Adesky: Yes this is an appropriate topic for a joint meeting and I think that will give time for staff to look at the numbers where Jill, Jan, and I have been looking over the assessment numbers to confirm things. I think we will take our due diligence numbers when you reference settlement numbers. We are still getting quotes on stuff. Also in terms of the action, the action will be modified in an interlocal agreement. That would be the appropriate action if the Boards were agreeable with that.

Ms. Carpenter: One other item we are currently working on, a purchase of sale agreement, and the Board approved the LOI terms with financing of that on each golf course parcel. If this is something that the Board would want to reconsider we would need to know that before we finish the purchase of sale agreement.

Mr. Ference: I think that is absolutely necessary to reconsider that, yes.

Mr. d'Adesky: Then there needs to be a joint meeting.

Mr. Ference: Borden, I can't thank you enough for this information. We would have been so blindsided without this information. I can't thank you enough for that. Lots of hard work, and it is obvious you are worth your keep. You are worth keeping.

Mr. Deane: Thanks.

Mr. Ference: God bless you. That was great. Thank you very much for this. Let's give him a round of applause here, guys.

Mr. Deane: I would like this Board to vote today to have a joint meeting with the Boards, but I would also like an agreement from this Board that each development pay for their own infrastructure bonds, that it not be paid 59% - 41%. The bonds are for the infrastructure of Lake Wales – our roads, our sewer, our water, the cables, and everything else. I do not believe the people in Winter Haven should have to pay for it, and I do not believe that we should have to pay for the Winter Haven infrastructure bonds.

Mr. Costello: Could you put that in the form of a motion? Is that a motion?

Mr. Deane: Yes that is a motion.

Mr. Zacharia: Second

On MOTION by Mr. Deane seconded by Mr. Zacharia with all in favor the Board directed staff to schedule a joint meeting with Lake Ashton II CDD and approved for the bond debt to be paid by each District, not on a per lot basis.

Mr. d'Adesky: Just to be clear that is contingent upon Lake Ashton II agreeing to a joint meeting because they have to consent to that.

Mr. Costello: Can we set up a joint meeting? We are going to need one anyway.

Ms. Burns: Yes, we will reach out to them.

Mr. Costello: Thank you.

Mr. Ference: And that should not impact the LOI because there are conditions that say very clearly that this is not absolute and we can make changes going forward.

Mr. d'Adesky: No, what Jan was saying, the purchase and sale, that is different.

Ms. Burns: I just want to clarify the motion was to request a joint meeting, correct?

Mr. Deane: No. It was to request a joint meeting and this Board voted that we would pay for our own infrastructure bonds and we feel that the West should pay for their own infrastructure bonds.

Ms. Burns: Who made the motion?

Mr. Deane: I made the motion.

Mr. Costello: Borden did and Murray seconded it.

Ms. Burns: Thank you.

Mr. Costello: One other thing that I would like to bring up, we have a budget that we are going to be preparing in the next few weeks. I would really like to see us do a budget workshop. Go through everything line item by line item and see where we can save some money and just totally rip the thing apart and put it together where I mean I hate to say it, but our reserves and everything else really needs a second look. It needs to be torn apart by every person sitting here.

Mr. Deane: I agree. What we are talking about, this would only be talking about a one-time assessment for the down payment and deposits on the golf course; but we have to get better figures and numbers with regards to everything because the assessments are going to have to go up whether we buy the golf course or not. Because of stormwater repairs etc. etc. our reserves have basically been wiped out this year.

Mr. Costello: The biggest part I think of it is we are seeing where with landscaping alone there is a good chance we will be saving \$12,000 per year after this year by making some changes. How many other areas can we make a few minor changes and spend less money? We need to sit down and look at every item. We are paying between \$16,000 and \$18,000 a month for electricity.

Mr. Deane: Of which over \$10,000 a month pole rental and line rental. I have already started looking into it. It is huge.

Mr. Costello: I realize that, but what can we do. I know back home in other towns and in other states we have it where we have small solar panels on every light. I mean can we do something like that? Can we do anything? You are talking about \$18,000 a month. That is a lot of money. We can't turn the lights out, but by the same token can we do something that will make it cheaper?

Mr. Plummer: Changing the subject from electricity to security, I was tasked to work with Mr. Meccsics from the West as far as the security companies, check to see what dollars and cents we could save in that regard, as well. Our preliminary investigation is that each side could save a substantial amount of money. We have not gotten the final figures to announce those dollars, but we believe that is very possible in making a couple of moves here. Until we finish that report I don't believe I have anything to add to that, except the fact that we believe that there will be a substantial savings of money once we come up with our final plan.

Mr. Costello: Like I said, it never bothered me to save money. Quite honestly, whatever we can do if we can go through this budget prior to approving it and looking at each item line item by line item. My question is now would you want to do it after the next monthly meeting or would you want to do it as a separate meeting?

Mr. Zacharia: Can someone just lay out for me what the budget timetable is?

Ms. Burns: Generally we present a preliminary budget to the Board that the Board would approve in April or May. This Board usually does May. We need to send it to the state at least 60 days prior to the public hearing date, which we generally set for August. The tax bill needs to be certified by September 15<sup>th</sup>,

Mr. d'Adesky: However if we are planning on increasing assessments, we have to send out a letter notifying all residents of an assessment increase; therefore you would

want to scale that back earlier so you have ample time to notify the residents that there is going to be an assessment increase.

Ms. Burns: It is a 30 day notice. We would determine that at the May meeting and know that in time so that the 30 day mail notice prior to the public hearing in August.

Mr. Zacharia: What I got from that was something is supposed to happen by April or May, which is like next week. Now that I have a new role dealing with numbers and dollars, I am going to suggest that we need to move on this.

Mr. Deane: I would recommend the meeting be the first or second week of April to discuss the preliminary budget.

Ms. Burns: The regular meeting date is April 15. If you would like to do it the same day, you could do it after that meeting. If you want to pick a separate day to have a budget workshop perhaps that week before? Then that gives us a full five weeks before we would present the preliminary budget at the May 20<sup>th</sup> meeting.

Ms. Wells: We are going to want capital improvement project numbers at that time, as well? If so, I would prefer it to be the second week if we could, just so Matt and I can start gathering some quotes. We have an idea of some of the projects we would like to present to you, but that way it would give us a little bit of time since I am now just getting back to gather some quotes, seeing that April is next week. That is completely up to the Board. I am just putting in my two cents.

Ms. Burns: I have a suggestion. The Lake Ashton II workshop is the afternoon of Friday, April 12<sup>th</sup> perhaps we can do it in the morning. I will be here anyway.

Mr. Costello: The problem is that is one of the days of the talent show. I know they are going to want time to set it up.

Mr. Deane: We are asking for a joint meeting too. I suggest we do it the week after the 15<sup>th</sup> because we have the talent show the first couple of weeks, then we have our meeting the third week and there is probably going to be a joint meeting sometime during that time. I think the week after our April meeting might be best.

Ms. Burns: Monday, April 22 at 10:30 a.m.?

Mr. Deane: How does that work for everybody?

Mr. d'Adesky: I would recommend doing it as a budget workshop. At a workshop you can discuss, but there is no voting or no action.

Ms. Wells: We generally have an activity that occurs here around 12:00 p.m. - 12:30 p.m. If we are thinking it may take some time to go through I would just recommend just having it earlier than 10:30 a.m. I can maybe just not schedule a featured speaker for Monday Coffee and do it at 9:30 a.m. or 10:00 a.m.?

Mr. Deane: 9:30 a.m.

Ms. Burns: Ok, budget workshop Monday, April 22 at 9:30 a.m. Alright.

Mr. Zacharia: Would you be cancelling coffee or abbreviating it?

Ms. Wells: I would be abbreviating it. We would still do Monday Coffee, have organization announcements and announce any activities, things like that, and then just not have a featured speaker like we have done in the past.

Mr. Costello: Will that give us enough time to get in all the information that we need as far as capital expenditures that you are looking at and other necessities?

Ms. Wells: Yes, that will give us enough time. Generally, we only gather one quote for budgeting purposes just to give us a placement number. Yes, we should have enough time for that.

Mr. Costello: Alright, so you are saying the budget needs to be completed by May?

Ms. Burns: We will present a preliminary budget to the Board for your consideration at the meeting in May, which is May 20<sup>th</sup>.

Mr. Costello: So, it gives us enough time to go through it, pick it apart, put it together, and agree or disagree. Ok.

Ms. Burns: Yes.

Mr. Costello: Anybody have any other comments on it?

Mr. Deane: It just needs to be done.

## **EIGHTH ORDER OF BUSINESS**

### **Monthly Reports**

#### **A. Attorney**

Mr. d'Adesky: Obviously our regular handling of contracts and such. Right now we are reviewing the PSA. We have the first preliminary draft of that. We are going through that. We are also working on selecting the contractor/consultant. We have narrowed it down to two firms.

Mr. Costello: Anything else?

Mr. d'Adesky: That is all, unless anyone has a legal questions.

**B. Community Director**

- 1) Monthly Report**
- 2) Consideration of Quotes for Ice Machine Replacement**
- 3) Consideration of Quotes to Replace Fitness Center Windows**
- 4) Consideration of Quotes for Additional Gutters**

Mr. Costello: Hearing none we are going to go to Community Director, who we welcome back this month.

Ms. Wells: Thank you very much. I really missed you guys. I know it didn't seem like I was gone. I included the community director report into the agenda packet. If there are any questions, I did just want to point out that at the January Board of Supervisors meeting, staff was instructed to look into a piece of property bordering the east parking lot for the potential addition of the pet play park. Staff is working with S.F.W.M.D to determine the area available for this potential project, since the area borders a wetland. We have a meeting set up for Friday. That is really all I wanted to point out. If there are any questions on the report I submitted.

Mr. Costello: Ok, next is Consideration of Quotes for Ice Machine Replacement.

Ms. Wells: We sent out a memo and quotes to the Board regarding the replacement of the ice machine and water dispenser that is located near the Fitness Center with a larger capacity machine. The one that we currently have, the community has outgrown, and Matt reported to me that it is on its last leg. So now is the time to replace that. It was a part of the capital improvement list and there is \$9,000 available for use. We solicited quotes from companies that we have used in the past – Miller Central Air and United Refrigeration. We asked that each company provide a quote for purchase of the ice machine and water dispenser, as well as installation. Due to most companies putting a 15% to 30% markup on equipment, we also asked if they would submit a quote just on installation of the machine so that we could find a quote of the same competitively priced ice water machine online. The machine that we are proposing is a Hoshizaki, which is the same brand that we have that has lasted a good amount of time. It is countertop cubelet ice machine and water dispenser. It has the capacity to do 618 pounds daily production. It is the same similar setup push button for water and ice and it has a 40 pound storage capacity which currently we only have a ten pound storage capacity. The quote received from Miller Central Air for the purchase and installation of



the ice machine and water dispenser is \$7,336. The quote for installation only is \$375. Both of the quotes do not include any additional installation materials that may be needed or not included. We currently have an ice machine, so both companies are pretty confident in that we can just unplug the one and plug the other one in, but just in case there is anything we run into down the line that isn't included in here. The quote received from United Refrigeration for the purchase and installation is \$7,989. The quote for installation only is \$750. Staff did find the same ice machine on Consolidated Food Service online for \$5,457. Using Miller Central Air to install this machine would put the final cost at \$5,832.40 using United Refrigeration it would put the final cost at \$6,207.40.

Mr. Deane: If we need the ice machine I recommend that we buy the ice machine and have Miller install it for \$375.

Mr. Zacharia: Second.

Mr. Costello: A motion on the floor seconded by Murray. All in favor.

On MOTION by Mr. Deane seconded by Mr. Zacharia with all in favor proposal to purchase an ice machine from Consolidated Food Service in the amount of \$5,457 to be installed by Miller Central Air for \$375 was approved.

Mr. Costello: Replacement of Fitness Center Windows.

Ms. Wells: This is not a budgeted item. I sent out to Supervisors a memo with some pictures and quotes on the replacement of up to two damaged windows in the clubhouse fitness center. Water intrusion at two of the windows overlooking the pool area and by the recumbent bikes has been prevalent in the recent months, causing visible damage to the window sills and drywall below the windows, exposing deficiencies in the construction of the windows as seen in the ballroom. The contractor that replaced the windows in the ballroom noted drain pans were not installed below those windows during original construction causing water to drain down into the drywall below the window. They believe this is the same problem that we are having in the fitness center. Just a little background, the sills between each window in the fitness center were replaced for a majority of the windows about three years ago where they went in and removed the sills. They put in new sills around the individual windows. With the new damage to the drywall we feel that didn't correct the underlying issue, which is most likely due to no drain pans

being installed in the windows. Staff solicited companies that submitted quotes for replacement of the ballroom windows. Only one quote has been received as of today. The other two companies had staffing shortages. One had a couple of people out with the flu. The other one had some people with injury at a work site. They have been a little bit behind schedule. They said they could have a quote to me this week. If the project is approved, staff would like to seek consideration of a not-to-exceed amount and possibly have a Board representative to approve a quote once the other two quotes are received in an effort to complete the project before rainy season to prevent any further damage. Also the lead time for receiving the frames and the glass is one and a half to two months.

It already puts us in rainy season so we need to get acting on it pretty quickly. The quote from Central Windows Sales, who is the contractor that installed the ballroom windows, included the removal of current aluminum framing and glass and installation of a new storefront with ¼ inch solar grade temp glass which is the same glass that we have in the ballroom. It is a total of \$5,720.63 for one window and \$10,222.63 for two windows. The pictures that I included which is on page 2, one window has more visible damage than the other which would be window 1. Staff went ahead and solicited a quote for the option to replace two in case Supervisors wanted to go ahead, but since it wasn't part of the approved budget, we wanted to give the option to at least replace the one that has more damage. Also the replacement of the damaged wooden window sills and drywall is not included in the quote just because the extent of the damage cannot be determined until they remove the windows. That is the same thing that happened in here when they removed the ballroom windows, then you can see what damage of the drywall and window sills you have to work with. That would not be included in this, as well.

Mr. Deane: Are the drain pans included in these new windows?

Ms. Wells: Yes, they are. That is the first part of it.

Mr. Costello: You are saying there is damage on both windows. One is more extensive than the other. To do one and not do the other is kind of what are we going to do, wait until the other one is of equal damage in order to replace it. It is kind of a losing proposition there. Any other questions on it? Do we have a motion?

Mr. Plummer: Are we going to set a dollar amount not-to-exceed?

Mr. Deane: Why don't we wait and take the lower quote if it is a reputable firm?

Ms. Wells: I know Central Window Sales was the lower bidder for the ballroom windows. I am fine with doing that. Whatever the Board wants to do. I just want to get acting on this pretty quickly. If they give us the quote this week, then we will be able to make a decision this week if the Board wants to designate a Board member to work with me to approve of a quote. When we did the ballroom windows it was apples-to-apples.

Mr. Deane: We could use the Central Window quote as a not-to-exceed.

Mr. Costello: That is what I was thinking.

Mr. Ference: If we don't hear from the other by the end of this week then let's go forward with Central Window.

Mr. Costello: Ok, do we have a motion to not-to-exceed?

Mr. Deane: I make the motion.

Mr. Ference: Second with the stipulation that if we don't hear from the other vendor by the end of the week we go forward with this quote.

Mr. Costello: Ok. All those in favor?

On MOTION by Mr. Deane seconded by Mr. Ference with all in favor a not-to-exceed amount equal to the quote by Central Window Sales to replace two windows in the fitness center was approved.
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Ms. Wells: There is a second part to that. This is just an optional thing, but I wanted to go ahead and present it since we are going to be working on the windows. We also solicited quotes for the installation of granite window sills as an optional project to replace the current damaged wooden sills. They would be the same design that we have in the ballroom. It is completely optional. Like I said, the original quote does not include wooden window sills. Judging from the pictures of the two windows we are definitely going to have to replace the window sills. It is just whether we want to replace them with a wooden sill or if we want to go ahead and replace all the wooden sills in the fitness center with granite. I am very cognizant that we are working with a very tight budget this year, so I wanted to present it as an optional project. If the Board does not want to go through with the optional project, then we could just replace with wooden window sills. We do not have a quote yet on that. They usually do a change order for anything that they come up with in the middle of it that needs to be changed, but obviously wooden window sills are going

to be cheaper than the granite. We went ahead and solicited two quotes. The quote from Burns Flooring and Kitchen Design includes the replacement of all six wooden window sills with granite slab level 1 sills to match the window sills in the ballroom. The quote was \$1,512.30 for the removal and the replacement. Then the same scope of services for Golden Marble and Granite for \$1,500. The quote looks a little different on the Golden Marble and Granite just simply because they saw a countertop in there above the lockers that they thought they would throw in a quote for that as well to turn that into granite. That was \$680, which I told them we were not interested in doing just so you know why the quote doesn't match the amount. They quoted \$1,500 for the removal and replacement of the window sills. Like I said, it is completely optional. I just wanted to throw it out there since that is what we did with the ballroom windows. When we replaced the windows, we replaced all the sills in the ballroom with granite sills. Again completely up to you. We know two are most likely going to have to be replaced, but we can replace with the same wooden sills that are already there, or we can replace all the sills with granite.

Mr. Deane: You are talking \$1,500 for all of them right?

Ms. Wells: Yes, sir.

Mr. Zacharia: Christine, is there any other in this building, wooden window sills?

Ms. Wells: Yes, all the windows I believe are all wooden window sills. Staff had said when we started to replace these due to water intrusion issues that we have had in the past that we would replace it with a more sustainable granite versus wood. You are not going to have to replace the granite if water gets on the granite so instead of replacing them with wood, replace with granite. I do know that this is a project that wasn't budgeted. I wanted to do it as an option.

Mr. Deane: You have to replace the sills anyway. I make a motion that we replace all the sills with granite slabs.

Mr. Costello: Do I have a second?

Mr. Ference: Second.

Mr. Costello: All those in favor?

On MOTION by Mr. Deane seconded by Mr. Ference with all in favor proposal to replace all the fitness center window sills with granite was approved.
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Ms. Wells: I know that there is no drywall repair amount established right now, and just judging from the pictures that I have seen and being in there, there is definitely some sort of drywall repair that needs to be made. I don't know if the Board wants to establish an amount or how you want to move forward with the drywall repair?

Mr. Deane: We can't establish an amount because it is hidden but it has to be done. It is as simple as that.

Ms. Wells: So I have authority to just approve whatever drywall repair is needed?

Mr. d'Adesky: Set a not-to-exceed amount.

Ms. Wells: Or if you want to have a Board member meet with me to approve it?

Mr. Deane: Not-to-exceed \$1,000.

Mr. Ference: Second.

On MOTION by Mr. Deane seconded by Mr. Ference with all in favor a not-to exceed-amount of \$1,000 for drywall repair for the fitness center windows was approved.

Mr. Ference: How many windows are we talking about?

Mr. Deane: Six.

Ms. Wells: There is two windows that are being replaced and we are going to go ahead and replace all the window sills with granite window sills. So two windows being replaced and then all the window sills.

Mr. Deane: Does that include resealing of the other four windows, which has to be done when you replace the sill?

Ms. Wells: It includes everything you need to do when you put in window sills, yes.

Mr. Deane: That is all I am asking.

Mr. Costello: Ok, we have consideration of quotes for additional gutters.

Ms. Wells: Again a memo was sent out with the quotes and a picture outlining where. The picture is kind of dark now that I see it printed out. It didn't look this dark on my computer. Staff is seeking approval to install seamless gutters at the front of the clubhouse, which would be the area between here by the glass door all the way down to the portico. There are no gutters currently there. The area has historically been troublesome during rain events with the rain pouring off the roof washing away the mulch and dirt below and flooding the sidewalk. This would be taken out of the clubhouse

maintenance budget just because it wasn't a budgeted amount and it is low enough. Staff solicited two quotes from companies that were able to complete the entire scope of the project including installing approximately 70 linear feet of seamless gutters, downspouts, underground piping to a basin which would be a french drain. The area is highlighted right there. The quote received from A-Team Seamless Gutters includes the installation of approximately 70 linear feet of seamless gutters with a single four inch by 5 inch downspout and 7 feet of underground pipe with basin and lid for a total price of \$1,245. The quote received from Robinson Aluminum includes installation of approximately 70 linear feet of seamless gutters with a double 4 inch by 5 inch downspout and 18 feet of underground pipe with basin and lid for a total of \$1,495. Robinson's, since it is a smaller downspout, suggested doing a double downspout which is why their quote is a little bit higher. We directed them that the piping needs to go under the walkway into the clubhouse lawn out front. Robinson's decided to go a little further out, which is why there is a difference between 7 feet and 18 feet, which I think is the difference in the quotes.

Mr. Ference: I make a motion we accept Robinson's quote at \$1,495. Let's get it done. It needs to be done.

Mr. Costello: Do we have a second?

Mr. Zacharia: Second.

Mr. Costello: Second by Murray. All those in favor?

On MOTION by Mr. Ference seconded by Mr. Zacharia with all in favor proposal from Robinson Aluminum to install gutters at the clubhouse was approved in the amount of \$1,495.

### **C. Field Operations Manager**

#### **1) Monthly Report**

#### **2) Consideration of Options to Replace Annuals**

Mr. Fisher: Good morning. Included in the agenda packet is my report. Any questions I will be happy to answer.

Mr. Deane: Thank you for everything, Matt.

Mr. Fisher: No problem, Borden. I do want to mention a couple concerns I received from residents is the algae in the Blackmoor area. We are aware of that. It is a gruesome sight. It is camouflage algae according to Applied Aquatic. I met with three guys out there last Thursday, took a sample and sent it off to the university to get tested on ways

to treat it. They did treat with peroxide solution which opens up the pores in the algae and the copper allows to penetrate. So it is a process. They don't know how the algae got into that pond. It is usually an easy pond but for whatever reason fertilizer allowed the growth and whatnot so just an update on that. We are on top of it. We did meet with Mary to go over some of the annuals. We did make a PowerPoint from her suggestions. I am open to Board comments and I can go back and cycle through these.

Ms. Wells: Matt and I met with Mary last week and she put together a very informative PowerPoint for us to show. She is going to be presenting I believe the same thing to her Board in their April meeting. I included copies of that for all Supervisors. We met to discuss the color and varieties of the plants that are sustainable and offer a large array of blooming times. We understand that when we are taking away flowers we don't just want to replace them with hedges. We want to replace with something nice so you have something nice to look at but also something that is going to be sustainable throughout the year and not have to be replaced. We both agreed on a complementary color palette considering both of our landscaping beds. We use the same annuals now for the most part. Mary, as you know she is a master gardener, suggested mixing tall plants with short plants with varied season bloomers. We also wanted to look into the extended blooming time for the perennial beds. Important to note that we should get about nine to ten months of total bloom time and there may be some dormant time. We tried to mix it with flowers that would bloom at alternating blooming seasons. We are looking to save \$12,000, which is what is put into our budget for replacement of annuals. The installation can be done by Yellowstone or by staff. Mary had already reached out to Chris with Yellowstone and he said that if we time it right they can do the mulching when they install any perennials. Matt is scrolling through them already that is good. Basically what you are seeing behind us are just some of the plants that Mary had suggested using at the different locations. Our plan is we are seeking approval from Supervisors to move forward with the replacement of the interchangeable annuals with permanent perennials. We met with Mary already to establish a color palette. There is also a document included that shows the different areas on LA CDD property, which would be the entrance to Lake Ashton from the Thompson Nursery Road side. There is also the intersection of Gullane and Lake Ashton Boulevard, and the intersection right here Ashton Club Drive and Lake

Ashton Boulevard. There are annuals around the clubhouse, as well as in front of the pavilion and the Palms entrance. Included behind the memo is just aerial shots of all those locations as well as pictures of what the annuals look like currently that are there. Matt and I were discussing with Mary that there may be some areas that we don't want to replace with perennials, we want to just remove the annuals and not replace it. One of the areas is the entrance to the LAVA Memorial that we had mentioned as well as the parking lot. The LAVA memorial there is already perennials so maybe we just want to remove the annuals and replace with some of the perennials that are already there, not something different like what we have here but something similar to what is already there.

We really wanted to get with Supervisors to see if we can move forward with what areas you want to replace now, if we want to replace some now and some later, and if there is some you don't want us to replace at all. Then, once that is established, and Matt and I have talked with a couple of residents that have already shown interest in the planting of flowers at Lake Ashton and see if we can come up with a design of how we want it to look. Then we can get with CDD II to solicit quotes from area nurseries for the purchase and installation. We both agreed that if we make a purchase together then we are bound to save money. That was the approach that we wanted to take. We are seeking guidance from the Board of Supervisors on areas to be replaced and also consideration to possibly establish a not-to-exceed amount, and possibly a Board representative to help with this project. This will allow staff to move forward with the project in a timely manner. I know you guys had agreed to not do a change out in March so we need to move forward before these annuals get to the end of their useful life and they start dying on us. I am not sure where the Board wants to go with this. Do you want to go ahead and establish a not-to-exceed and we can move forward with it, or do you want to have a Board member work with us on approving a design, or do you want us to come up with a design and bring it back to an April meeting? I just want to put that out there and see what you guys thought.

Mr. Costello: Didn't we have a price of \$12,000 for the entire project?

Ms. Wells: I believe it was over \$12,000. Matt is that correct? Was it like \$12,900 I believe? That was from Yellowstone. Mary and I are both confident that we can get a cheaper price from nurseries. Yellowstone is not in the plant selling business.

Mr. Costello: Next year we start saving \$12,000 a year with this, right?



Ms. Wells: We actually start saving as of now.

Mr. Ference: It seems to me that Mary, because she is qualified, why should we try and second guess her? We should trust her, and you and Matt, to work together to decide what, where, and how. What do we know about that? Let's give you permission with a dollar amount not-to-exceed, and going forward with your best judgments as to what should be where, when, and how. Who is better than Mary and the rest of you guys who are in the business? You are working very close with her and knowledgeable about what she is doing and give her information about the lobby here and everywhere so that she is not alone in her decision-making, but has you as a two heads are better than one. We don't need five more heads to get involved in that. Why don't we give you permission not-to-exceed and go forward and let's see where it goes from there?

Ms. Wells: I agree.

Mr. Costello: From the planning stage now to the implementation we are talking more than going beyond a month.

Ms. Wells: I know Mary had said she was presenting this to her Board in the April meeting. I am not sure what direction she is going. I believe she is going to ask for a not-to-exceed amount, as well. I am not positive. I am assuming that is the direction she is going so I was thinking if we could get a not-to-exceed amount. Their meeting is before ours in April, so once Mary gets her direction, I get my direction here, and then we can meet in the middle and hopefully make an order. I know she started working on design now for over at the HFC and the entrance there. We already know what kind of flowers we want to use, so basically we are at the design stage right now. Once we get past that, I think in April probably before our May meeting, we should be able to put in an order for plants and get started on it.

Mr. Deane: Don't we have the amount right now? \$12,000?

Mr. Ference: Matt, what is the dollar amount we are talking about?

Mr. Fisher: \$12,800 around there.

Mr. Costello: Can we make it \$13,000?

Mr. Deane: I make a motion not-to-exceed \$13,000.

Ms. Wells: For plants and installation.

Mr. Deane: Yes.

Mr. Ference: Second.

On MOTION by Mr. Deane seconded by Mr. Ference with all in favor a not-to-exceed amount of \$13,000 for plant replacement was approved.

**D. CDD Manager**

Ms. Burns: We have the due diligence proposals down to two. Hopefully we will be making a decision from that. Once we have that, we will circulate. I had a request from Borden to circulate all proposals received so the Board can see that, so we will circulate those to both Boards. Hopefully we will have a decision on that in the next meeting. We will go ahead and reach out to Lake Ashton II on the joint meeting and schedule the workshop and send an email out to everybody to confirm the dates on those. Do we have a meeting date that works for all to request the joint meeting for the Lake Ashton II so that we have a quorum here? We need at least ten days.

Mr. Deane: Makes no difference to me.

Ms. Burns: I just want to make sure we don't have events here that everybody is going to as well. Where did we do the last meeting?

Mr. Deane: Here.

Ms. Burns: So it is going to be over there. Ten days out we are looking the end of next week. April 2<sup>nd</sup>? Ok, we will shoot for that at the HFC. If that doesn't work maybe Friday the 5<sup>th</sup>?

Mr. Deane: Whatever.

Ms. Burns: Ok, I just want to make sure you didn't have events. We need to check with counsel for both Districts as well too. I just wanted to have a couple of dates here. It should be in the morning as well I think.

Mr. Deane: Yes.

Mr. Costello: Jill, I was told by one of the Supervisors from the Winter Haven CDD that last year after requesting or looking at a request for another firm that they received \$3,000 in your costs. Is there any trick to it and did we receive the same?

Ms. Burns: They put a RFP out for services and the proposal we received I believe it was \$1,500 or \$2,000, I am not sure the exact, but I can check that but that was based on a proposal amount for the scope of work they provided.

Mr. Costello: So they received a reduction in cost?

Ms. Burns: Based on a new contract. They put both their attorney and management out for a proposal and did not receive any other responses.

Mr. d'Adesky: I believe what she is saying is there was a change of scope and it was the changed scope, that narrowed scope cut out a portion of the cost, which was attributed to the reduction. Just like if you remove the annuals.

Mr. Costello: I realize what you are saying, that scope has changed. Apparently the scope was reduced somehow. There are other ways I have to look at this differently.

## **NINTH ORDER OF BUSINESS**

### **Financial Reports**

#### **A. Approval of Check Run Summary**

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

Mr. Costello: Approval of the check run summary.

Mr. Deane: Motion to approve the check run summary.

Mr. Zacharia: Second.

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

Mr. Costello: The combined balance sheet. Any questions?

Mr. Deane: That doesn't require any action.

## **TENTH ORDER OF BUSINESS**

### **Public Comments**

Mr. Costello: Public comments.

Mr. Hanson: Roger Hanson, lot 102. On the corner of Gullane at least two years there is a pothole right in the middle of that intersection. I brought it up to the Board two years ago.

Mr. Deane: It has been filled twice.

Mr. Hanson: The blacktop you look at it, it might be an inch thick. I would like the Board to do something about it. Thank you.

Mr. Goldstein: Al Goldstein. I want to let you guys know that I am really disappointed by the discussion about the Stop signs. You just gone on record that we are not ready for preventative maintenance for preventing an accident. How many of you guys have health insurance? If you had to buy and found out you had cancer today you

March 18, 2019

Lake Ashton CDD

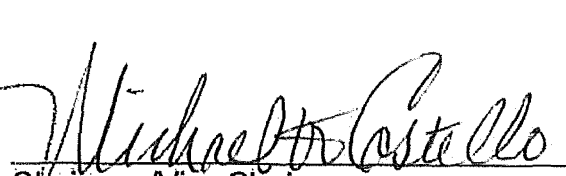
couldn't get health insurance for two or three years after to take care of that properly. All the signs and I agree with Rey are to prevent accidents. Not how many accidents reported over the last 12 years to prevent one accident. We talk about spending a couple hundred thousand dollars on fixing flood problem for one house that has never been flooded other than our road and his driveway. It has never gone in the house. You talked about money for windows. All this money, more than the \$5,400 or \$4,200 for Stop signs. You are on record now that if there is an accident out here, and you can ask your attorney you will probably be named in the lawsuit. Think about it.

**ELEVENTH ORDER OF BUSINESS    Adjournment**

Mr. Costello: Any other comments? Ok, Bob.

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

  
Assistant Secretary/Secretary

  
Chairman/Vice Chairman