

**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 December 16, 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	Chairman
Borden Deane	Vice Chairman
Robert Plummer	Assistant Secretary
Bob Ference	Assistant Secretary
Harry Krumrie	Assistant Secretary

Also present:

Jillian Burns	District Manager
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 and 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. Krumrie seconded by Mr. Deane 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. John Sebastian.

Mr. Sebastian: I am John Sebastian, lot 931, 4230 Coconut Drive. I just wanted to make a comment about 6A, the engineering. I believe that Dewberry was ranked as number 1 and Rayl Engineering was number 2. I just think it would make logical sense to use the same engineer that the CDD II Winter Haven uses so they would have the entire community rather than Dewberry. I'm just up here to comment about that. I would like to see it go to Rayl Engineering so the entire community has the same engineer. That was my comment.

Mr. Costello: Ok, thank you. I have no other requests. Do you have any, Jill?

Ms. Burns: I do not. That was the only one.

**FOURTH ORDER OF BUSINESS**

**Approval of the Minutes of the  
November 18, 2019 Meeting**

Mr. Costello: Approval of the Minutes of the November 18, 2019 Meeting.

On MOTION by Mr. Krumrie seconded by Mr. Deane with all in favor the Minutes of the November 18, 2019 Meeting were approved.
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**FIFTH ORDER OF BUSINESS**

**Engineer's Report**

Mr. Costello: Engineer's report.

Mr. Malave: One item that I have is we are working with staff in trying to get quotes on some repairs so we can do a final certification on our stormwater master review on all the control structures. Once that gets completed, we will submit a letter to the Southwest Florida Water Management District in compliance with our permit. As I understand, we will work on the outfall coming up with a similar solution which we already have one there by the Dunmore area once some transactions occur.

Mr. Costello: One of the things that was brought up at the last meeting was the feasibility of putting in a retention tank in order to alleviate the problems at Dunmore and Mulligan. Has anybody spoken to you on that?

Mr. Malave: No, but we actually have done a design for that. We would put it under that putting green. The problem with that is it is a very expensive solution. It costs more than just doing the retention pond there. Either one is feasible other than just cost. We have a size and what it will take to put that underground. It takes pretty much the area of

where the putting green is. It would go underground. You would not see it. You would refurbish the top of the soil to look just like it is today. It is at a higher cost. Once you own the property, we could definitely start bringing that back, give you all the options with that. Maybe Bob wants to look at that. We can give him a copy of that option. We thought because it was so expensive that it wasn't worth considering, but we can bring you the design and let you review it.

Mr. Costello: We were left with the impression that we could save some money by simply putting in a retention.

Mr. Plummer: That came from the person who suggested that. I don't know who that came from.

Mr. Costello: Not that it came from any engineer or anyone of that nature, but by the same token you have to look at every option, and try and bring this in as reasonably as possible.

Mr. Plummer: Actually the one under the practice green was one that he gave us with the drawing and everything with that and the price with it. It was significantly higher. I would be in favor of looking at it either place. Obviously the suggestion was not about under the putting green, it was across the street.

Mr. Costello: Yes, it was.

Mr. Plummer: So, there was difference of location.

Mr. Malave: In order to put it there we would have to alter some of the connection pipe systems to bring it to that direction. It would be a little different design, but I think the costs are still going to be around what we thought. The easiest solution is to give it to a contractor that does some type of work like that and see what their costs would be. That is something that can easily be done.

Mr. Ference: In the long run is that a better solution, Rey? It may be more expensive now, but going forward will it be least expensive to the community to have that?

Mr. Malave: It has a higher maintenance cost because it is underground. You are going to have to ensure the silk that gets in there needs to be pumped out versus a surface water pond. You just mow the edges and you can actually see how it looks every day.

Mr. Costello: Do you have anything else?

Mr. Malave: That is all I have.

**SIXTH ORDER OF BUSINESS**

**Unfinished Business**

**A. Consideration of Agreement with Dewberry Engineers, Inc.**

Mr. Costello: Consideration of the agreement with Dewberry Engineers, Inc.

Ms. Burns: At the last meeting the Board ranked Dewberry first. We reached out to Rey for his standard fee schedule, which is attached as Exhibit A. There is a standard form of contract that has been drafted.

Mr. Costello: Questions?

Mr. Plummer: Rey, in the billing rate schedule I need a little explanation about where 1 through 9 stands as far as the engineers.

Mr. Malave: Most of the engineers fall between probably two and three. Peter and Molly are the two that have worked here. I don't give their last names so that they are not on record, but you are familiar with both of them. They would be two and three. Mine is seven, eight and nine. I have 40 years in the business so they are paying me a lot more, which brings advantages to that. I can't deny what I make, but most of the work is being done by people in the levels below that. For example, the stormwater analysis was done by an environmental specialist 1. She is a biologist and very familiar with engineering and environmental issues with the water management district. That is her rate, \$95. The senior environmental scientist, which is \$100, is a four. She just supervises her and helps us review that. When we look at construction admin and senior people from the construction side, Mr. Berry, who has been on the property before, he is an engineer four. Those are some of the rates that we have been using here. One of the things I indicated last time is that we try to use the least expensive people, not myself. The advantage of having me here once a month is, and I hope that I have done that, is bring 40 years of experience in over 30 plus CDDs. I have worked for counties, I have also worked for cities and understand governmental efforts. I have worked for the City of Lake Wales as an example. We are almost finished putting in four water line replacement projects within the city, very familiar with the small governmental entities, very similar to this one and understand that money and dollars are always crucial in everything we do. So, it is important to come up with a dollar figure, how do we minimize that and only come here when you all really need me or give me an assignment.

Mr. Plummer: Thank you for that information. I guess my question is going to go to Jill or Andrew. How do we compare costs with the other company that bid?

Mr. Malave: We actually work with the legislature a lot. CCNA was intended for that particular reason. When you work on any governmental project, it is based on the people's knowledge, experience and not on their actual cost or rate. That is a state law.

Mr. d'Adesky: That is accurate in terms of qualification period, but once you get to the contractual period if you are happy. You have ranked #1 and #2 based on qualifications. So, you have already ranked #1 and #2 based on qualifications. If you are not happy with the rates offered by #1 you turn down #1 and go to #2. You can also turn down #2 and stick with a default. Those are the only options available.

Mr. Plummer: So, the only way we could basically find out those numbers from the other company is to turn down this one and go to that one and see whether we like that better or not. Is that correct?

Mr. d'Adesky: Yes, if you are unsatisfied with the rates offered by this one, then the only way would be to deny this one and go to the second one.

Mr. Plummer: I have no idea if I'm unsatisfied with those rates. I don't know what the other rates are.

Mr. Costello: The problem there being is the fact that this is a public meeting and for them to bid a job after this has come out. It is going to be a scenario where he knows what he is against. I understand what you are saying.

Mr. Plummer: Welcome to the Florida Sunshine.

Mr. d'Adesky: It is a specific statute. It applies in very specific situations and was crafted in this way. Yes, I understand it makes it difficult. I guess the one thing I would say, and this is not legal, this is more practical advice, is you know what is charged in this community on the other side. That is a matter of public record. You would probably imagine the rates would be fairly comparable to what is charged to the Lake Ashton II CDD, which is a public record which could be provided at any time by a District Manager.

Mr. Costello: I make a motion that we hold off and see what the other side is paying.

Mr. d'Adesky: The motion would have to be to reject the first one and go to the second bidder.

Mr. Plummer: So are you saying for them to put a proposal in as well?

Mr. d'Adesky: No. We would enter into a contract with them. We would send a proposed contract to them and we would bring it back before the Board in January. So,

the motion would be to reject the first bidder and to reject the contract, and to transmit a contract to the second bidder which was Rayl Engineering.

Mr. Ference: So we are rejecting Dewberry. If we are not happy with the second contract what do we do?

Mr. d'Adesky: You can reject.

Mr. Ference: And go back to Dewberry.

Mr. d'Adesky: It is not go back to, you haven't terminated your agreement with Dewberry. You would have to keep the current contract. If you wanted to amend that in any way or do anything else, you would have to once again rebid the process.

Mr. Ference: Is it worth all the effort to do that? We are not unhappy with the way things have been going so far. The contract has to be competitive among people in the same business. Are we just spinning our wheels to be where we are now?

Mr. d'Adesky: That is a policy decision.

Mr. Plummer: I'm not sure you are spinning your wheels until you see the other one.

Mr. Ference: Would it be so outlandish to think that they are so much cheaper than we are just because they want to be or are?

Mr. Costello: We don't know.

Mr. Krumrie: Andrew, are we limited to one engineering firm?

Mr. d'Adesky: No, but you usually generally have one general District Engineer. You could use for example, sometimes we use other engineering companies for specific projects. So let's say one company is really skilled in a certain type of facility like an amenity center. You might bring them in to do that because the general engineer doesn't have the experience, the background or the resources to do that. Generally for meeting purposes you only have one engineer. You wouldn't have two engineers sitting here at the table advising you. Just like you wouldn't have two attorneys or two District Managers.

Mr. Krumrie: In certain situations we could use the other firm.

Mr. d'Adesky: Yes. That is what we might call like a design build. If you are having one thing that you want to build out specifically, let's say you wanted to build an improvement maybe on the newly acquired property, you might engage a firm specifically to build that and their scope would just be that. Of course you would still have to go through the same bidding process even to do a design build or a specific project.

Mr. Krumrie: I was just thinking that those projects that might involve both CDDs you might want to do something else.

Mr. d'Adesky: I'm just going to use the golf course because that is the most practical shared asset, but if there is something involved with the golf course and it is a very specific item that could be delineated, that could be broken out and worked on by a different engineer.

Mr. Plummer: I think that our due diligence here is to make sure we are spending the money wisely that we are charged to do with and make sure that we are getting the best for our buck. In addition we had a comment from a resident this morning about having the same engineer for the East and West. That is something that you have to look at as well. I think you are alluding to that, Harry, when you are talking about particular projects. I think taking a look at the numbers is a smart way to move at this point.

Mr. Costello: Would you like to make a motion?

Mr. Plummer: I make a motion that we reject the Dewberry contract at the moment until we can look at the numbers. Can you provide those for each of the Board members?

Ms. Burns: What we will do is if there is a motion to go in this route, we would reject this contract. We then move to the second ranked firm, which is Rayl Engineering. I will reach out to them for a fee sheet. We will put essentially the same form of agreement together and put that on the next agenda with the fee sheet included just like we have done for Dewberry, at which point you will still have the reference of this one and you can take a look at that.

Mr. d'Adesky: The reference will no longer be this one and I don't know, Rey, whether there is a discrepancy between these rates and your current rates. I don't know whether they are different at all. I don't want to say whether they are different or not.

Mr. Malave: They are different. We have not upgraded our fee schedule for the last two years.

Mr. d'Adesky: So, now that you have rejected these, the comparison would be the current rates against whatever is offered by Rayl Engineering.

Ms. Burns: I don't know that we can say that because we don't know if he would resubmit. This is what you have in front of you today. If you reject it, we reach out to the second ranked firm and provide those.

Mr. Plummer: That is my motion.

Mr. Krumrie: Second.

On MOTION by Mr. Plummer seconded by Mr. Krumrie with 3 in favor and 2 opposed; the agreement with Dewberry Engineers, Inc. was rejected and the Board approved negotiating a contract with the #2 ranked firm.

**B. Ratification of Addendum to Proposal for Environmental Services from Stillwater Environmental, Inc.**

Mr. Costello: Ratification of Addendum to Proposal for Environmental Services from Stillwater Environmental, Inc.

Ms. Burns: This was just the addendum to what the Board approved. We ended up getting a lower rate on the Stillwater contract, I believe. This was for the environmental report for the golf course property.

Mr. Costello: I'm sorry, could you repeat this?

Ms. Burns: Sure, this has already been signed off on. This is the proposal for the environmental services contract for the golf course property. There were some changes to the contract, so it was updated. This is the addendum to the contract. We are just looking for a motion to ratify.

On MOTION by Mr. Deane seconded by Mr. Plummer with all in favor the addendum to proposal for environmental services from Stillwater Environmental, Inc. was ratified.

**SEVENTH ORDER OF BUSINESS**

**New Business and Supervisors Requests**

**A. Discussion on Dog Park (*Requested by Supervisor Costello*)**

Mr. Costello: New Business and Supervisors Requests. I asked that a discussion on the dog park be put on here due to the fact that we have had some requests from the HOA in regards to let it be known which way we want to move forward with the dog park.

Mr. d'Adesky: I don't know if this goes without saying, but I will say it for the record. Obviously, everything has been on hold, pending the closing of the golf course. I was going to report on this, we have not closed on the golf course technically yet. Just FYI.

Mr. Costello: I can't blame them. They want to know what they are going to do with the money. If they are going to keep it or give us the money, which I thought was



very generous of them to hand us \$8,000 to help build a dog park. I would like to be able to give them an answer. Yes, we are going to move forward with it once we close.

Ms. Burns: You can just do that subject to closing if you want to do that.

Mr. Deane: I would make a motion that we are going to build the dog park once we own the land. We do have the estimates. It is going to be between \$8,000 and \$10,000 to build the dog park including the fencing, including the water lines and everything necessary for the dog park.

Mr. Costello: Do we have a second?

On MOTION by Mr. Deane seconded by Mr. Plummer with all in favor the Board approved building the dog park once the District owned the land.
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Mr. Costello: The only thing I will say here is we have been waiting for the closing due to the fact that we wanted to give them a little bit more room than what we were going to be able to give them. We do appreciate it very much and hopefully we will be able to get something before too much time goes by.

**B. Discussion on Joint Meeting Schedule (Requested by Supervisor Costello)**

Mr. Costello: Ok, Discussion on Joint Meeting Schedule. I spoke with Doug Robertson and the two of us agreed that there should be a yearly schedule or whatever. Could we possibly get together with them and make up a schedule. Due to the fact that during the summer months and everything else, some of us and some of them travel. It could be a scenario where maybe one of us could maybe alter a date that we are going to travel in order to attend the meeting. If we could come up with a solid maybe every other month or every three months or whatever.

Ms. Burns: Let's do a quarterly schedule. Does that work?

Mr. Costello: That sounds good.

Mr. Plummer: We can always have a special meeting if we have to.

Mr. Costello: The only thing is when you hold a special meeting people get especially mad. I can't blame them. All the sudden like I said, somebody has plans on traveling and a special meeting comes up. Some of these people are very dedicated to coming to the meetings and they want to be there. This way we have a quarterly meeting that we know that is going to come up. It gives them the availability of making it.

Mr. Plummer: I like the schedule idea and if there is an emergency you can always have a special meeting.

Mr. Costello: Hopefully there will be no emergencies. Like I said if you could get together with them and set something up.

Ms. Burns: I will get together with counsel for both Districts. We will put a proposed quarterly schedule together.

Mr. d'Adesky: It is also cheaper to advertise so you save some money there.

**C. Consideration of Agreement with Polk County Property Appraiser**

Mr. Costello: Consideration of Agreement with Polk County Property Appraiser. For the two new people here, I don't know whether you realize that we pay 2%.

Mr. d'Adesky: 2% in order to do our administration. The collecting of the tax roll. This benefits us because if anyone is ever delinquent, hopefully nobody is delinquent, but we will have a tax certificate issued and immediately upon issuance of the tax certificate gain those revenues to the District so that we are fully operational. That is also why a lot of times when you are looking at the budget you see that we actually assess a little bit more than 100% both to accommodate for the early payment discount and for the amount we are paying the property appraiser. That is why you see 103%.

Ms. Burns: This agreement is actually the data sharing and usage agreement. It is not the collection agreement.

Mr. d'Adesky: Yes, and this one goes into a lot of detail. I know we had a lot of conversation about what information cannot be released. I would just direct your attention to the fact that it commits us not to reveal confidential information or anything that falls under public records including things such as names, physical mailing addresses, and street address etc. etc. That is a binding commitment that they are making us do because they realize the importance of those public records and the potential penalties for that.

Ms. Burns: It is more of an administrative item for your staff who deals with public records request. They just require the agreement in place. We suggest you approve it.

Mr. Costello: Isn't this all by Florida state law?

Mr. d'Adesky: Yes, but they want to make sure that we are following the law. I think rightly assume that some folks may not fully understand the scope of public records exemptions and how serious to take them.

Mr. Costello: Quite honestly, over the last few weeks with us handing over the website to the HOA it has become a nightmare both for us and for them. I don't understand why we have to agree to something that is a law. That is like saying I want to agree that you are going to speed.

Mr. d'Adesky: That happens all the time. It is very common.

Mr. Costello: You understand the speeding part don't you?

Mr. d'Adesky: Yes.

Mr. Deane: I move that we approve the agreement.

On MOTION by Mr. Deane seconded by Mr. Ference with all in favor the agreement with the Polk County Property Appraiser was approved.

**EIGHTH ORDER OF BUSINESS**

**Monthly Reports**

**A. Attorney**

Mr. d'Adesky: Obviously I mentioned a little bit the golf closing. We still have that scheduled for Tuesday. One thing that I will just note generally, we are still pending a survey from Chastain Skillman. They are wrapping that up so we are working with the title company on how to address that as part of the closing process. Other than that everything is proceeding pretty smoothly regarding the closing procedures. The other comment was we had our meeting with the restaurant, Supervisor Krumrie and myself and the attorney for the restaurant, had a conversation with them and we are pending some feedback from their attorney so we wait to report on that till we hear back.

**B. Community Director**

**1) Monthly Report**

Ms. Wells: The community director report was included in the agenda packet. There is just a couple of things that I wanted to touch on. First the portico lights that were approved at the last Board of Supervisors meeting will be replaced on December 19th. Also the handicap door openers on the restrooms in the hallways will be installed soon as well. Also, I am putting together a list of the TECO streetlight contract expiration dates. I want to get with TECO just to ensure when I was reading their contract it was saying that it is not necessarily the date on the contract, it is when they sign it so it is the last person who signs it. There are a couple of contracts that I had that didn't.

Mr. Costello: Is there that much of a discrepancy?

Ms. Wells: It should just be a couple of months. I just want to make sure when I am giving you guys the dates that it is the accurate date so you have all the expiration dates. Also, we have hired a new facility maintenance employee, Daniel Peters. Happy to have him. He has given some help to Matt during the day. He has been great to have. He has quite a few years of facility maintenance.

Mr. Ference: Is he here now?

Ms. Wells: No, I think he is working now. It is great to have someone be able to work and take care of things so Matt can be at certain meetings. Do you just want me to go into the next consideration of quotes? That is all I had unless anyone has any questions on the community director report.

Mr. Costello: You can do that.

## **2) Consideration of Quotes to Paint Hallway Restrooms**

Ms. Wells: I sent Supervisors an email with two quotes on painting the main hallway restrooms. After receiving it I know a couple of meetings residents have said that we need to update the clubhouse so I suggest that we would make this part of a larger updating project to span over the next two fiscal years. With that being said, I would also recommend possibly replacing the flooring in the restrooms in addition to removing the wallpaper and painting. We could start that part of the project and then move onto other portions of the clubhouse. The quotes are included. We actually would be removing the wallpaper, and the quotes are for texturing and painting the walls. If you do want us to move forward with getting quotes on repairing the flooring or replacing the flooring, then we can bring those to you by February at the latest. I just want to give some time around the holidays to get someone here to give us quotes on those.

Mr. Plummer: Is the replacing the flooring from wear? Is it because we are going to replace the rest of the floor in the clubhouse? What is the reason for replacing the flooring?

Ms. Wells: We have had quite a few areas within the hallway and even in the main foyer where the tiles are popping up. It has been recommended a couple of times from various vendors that have come out here and have done the minor repairs that we need to look at a timeline of replacing all the flooring. There are parts if you walk down the hallway you will hear the tiles that aren't connected to the floor. There is some cracking of the tiles and they no longer make that tile. We are going to get to the point where we

don't have tiles to do the repair projects. Just recently when we did the repair project in the restaurant we needed to repair because tiles starting popping up and cracking. When they were repairing that, it caused the tiles just outside of the restaurant to pop up. That is why when you walk down the hallway you can see the area where it is a little bit elevated outside of that second door to the restaurant where it popped up by them working on that area. It is a domino effect. The contractor that came out and did that, he didn't even want to do any other repair work right there for fear that it was going to cause another area to pop up and then another area to pop up. We are just getting to the point where if it pops up and cracks we have nothing to replace it with. We may want to look at doing it in phases so we don't have to replace everything at once.

Mr. Costello: The only problem I see in doing it in phases is the fact that you are going to have tile that you are going to use in one phase and then you are going to use it in a second phase and they are going to come back to you with the same thing. We don't make that anymore. You are going to have a mismatch. It is going to look like a checker board or something like that.

Ms. Wells: When we worked with Mohawk, they are the ones that did the restaurant flooring, I had told them that we want a product that they feel is going to be around for a while. It is up to you guys. We always run the risk of that happening. I just know it is going to be big expense if we do everything at once.

Ms. Burns: Do you want to get a quote for that?

Ms. Wells: I can get a quote for doing everything at one time. It is just going to be a very large expense. It is a lot of tile.

Mr. Plummer: I understand that it is a lot of tile. I'm concerned with the same thing that Mike is. When you start using different lot numbers from the run you are going to get different color tiles. Even if they say it is the same tile, if there is a different lot number it will probably be different. Second of all whatever we do with the restrooms as far as paint the floor needs to be in that project, not separate from that project.

Ms. Wells: I agree. That is why with the quotes I was also recommending doing the tile there at the same time.

Ms. Burns: Do we want to get a quote to see what it is going to cost to do the whole thing and look at it?

Mr. Plummer: Yes. Let's get a quote to find out what it will be if we were to do the whole thing.

Ms. Wells: I was scared to bring that quote to you guys.

Mr. Costello: We could put that on next year's budget.

Mr. Plummer: She was suggesting over a two year course of time anyway.

Mr. Costello: My thing is like everybody agrees you are going to have one lot in one room and then another lot it is going to look like it was done haphazardly. Quite honestly, I think that the best thing we can do is maybe hold off on the tile end of it. Either that or I don't know, do you want to get a quote and see what it will cost to do the place?

Mr. Plummer: It wouldn't hurt to get the cost. The second part is I think the flooring and the painting in the restroom has to be the same project. If we are going to do that project I would like to see that project done over the summer when the traffic in the clubhouse is a lot less.

Mr. Costello: That is wise thinking.

Ms. Wells: So, do we want to hold off on the painting quotes and then I can bring quotes on doing the flooring?

Mr. Costello: The worst of it is in the men's room, the one section of it, the wallpaper is ripped off the wall. It looks bad.

Ms. Wells: We could move forward with removing the wallpaper and texturing and paint it kind of a neutral color.

Mr. Plummer: Nothing is going to slow the project down if we wait until the next meeting to see a quote for the tile. We don't have to make a decision today.

Mr. Costello: We can go with a neutral color as far as the walls go, just about anything will blend in as far as flooring goes.

Mr. Plummer: I agree, but I would like to see us wait.

Mr. Costello: I agree with you. Like I said, I don't like the thought of having one tile in one room and another tile in another room. I don't think it'd be the right thing to do.

Ms. Wells: I will bring a quote to the next meeting for redoing the flooring for the foyer, main hallway and restroom areas.

Mr. Ference: So, we are going to hold off on painting the restrooms then until we get a quote for what the floors would cost?

Ms. Wells: That is what I'm hearing.

Mr. Costello: We haven't had a motion to approve the painting. In a month we can look at the whole thing and decide which way we want to go.

Ms. Wells: That is all I had. Does anyone have any questions for me on anything?

Mr. Ference: The quotes for painting, will they stand up for another month?

Ms. Wells: I believe so. Most quotes, they will sometimes even give you up to a year. Yes, I believe they will be.

Mr. Ference: And you won't solicit quotes for painting from anyone else? We are going to be satisfied with this one quote we have?

Mr. Plummer: We didn't read the quotes. That could still be open.

Mr. Ference: That is what I'm saying.

Ms. Wells: I can.

Mr. Ference: Why don't we do that so we have choices when it comes to painting as well as the tile work?

Ms. Wells: That sounds great. I will do that, as well.

Mr. Plummer: I have one question for Christine before we jump to the next one. In your report it talked about the bowling alley, was there a different water source?

Ms. Wells: We are investigating that to see if it is a different water source. It is a little discouraging.

Mr. Costello: Yes, it is. We had the person who sealed the side wall and all that and it was noticed a short time later I think a ball got stuck in the return. We had pulled the track there again. There was noticeable water along the floor and the guy who was doing the sealing of the side wall, he was explaining to us how on that situation they use a special type of cement. He doesn't feel that the proper cement was used for the base floor originally and what he feels is happening is you seal this area so now you created pressure and it is moving the water over to another area and bringing it up. Here we are kneeling on the floor with our heads looking down and you can only see, even with a flashlight you can only see so far. You don't know how extensive the problem is. I don't think we have had any water down there since we dried it out the last time. I don't know.

Ms. Wells: Matt did look after it rained one time and didn't see any new water. I hate to get my hopes up.

Mr. Fisher: It has been dry since we investigated it.

Mr. Costello: Like I said, the worst of it being is the fact that you are over here and the bowling ends out there at the second table or something. As much as you think that you are seeing all of it, you don't know how much of it you are missing. The only thing I can say is I think it is more or less a wait and see type of thing. I hate to say it, but hopefully we are not going to experience any new water.

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

Mr. Fisher: Included in the agenda packets is the operations report. I don't have any major updates this months for you guys, but I would be glad to answer any questions. We haven't had much rainfall, so the water in the ponds remain low so it exposes it to algae that is lower in the ponds. Christine and I have been in contact with Applied Aquatic to give us a little TLC on that. I believe they are coming out today to do an initial treatment with a different product. We are on top of that hearing the residents input coming in about the algae sighting. It is not being overseen. Other than that we are good.

Mr. Costello: Has Applied Aquatic actually taken a look? Given us an estimate? Given us a timeframe? Anything of that nature?

Ms. Wells: We have been waiting to see when everything was going through. Now it is probably safe to set up a meeting with Applied Aquatic to go through the ponds. They originally did give us a quote, but that was quite some time ago. I want to get an updated quote. Matt and I did take a ride around the east course. I don't know what holes we were on but it was on the eastern part of the golf course. We just kind of started back here and went all the way around the sales office and we did reach out to Applied Aquatic. There was one pond that was really bad with really smelly algae that we reached out to them about that. They kind of were giving us some updates on that, but we would want them to come out and look at all the ponds.

Mr. Costello: We do want to know what the pricing is going to be, but just as important we want to see what the timeframe is going to be. If I remember correctly, when I spoke to the gentleman from Applied Aquatic, he had said to me if we try to do this too quickly we are going to kill everything that's within the body of water, which we don't want to do. We are going to have to have them come out, take a good look and give us an estimate and not only that give us a timeframe. I think that would be the proper thing to do.



Ms. Wells: Yes, it is going to be a process on a couple of the ponds.

Mr. Costello: That is the way he explained it. He said that if he comes in and just decides that he is going to kill it, he is going to kill it, but he is also going to kill everything in the lakes. We don't want to do that.

Mr. Deane: I have a question regarding the pond behind the sales office. Is that part of the golf course property or is that part of the sales office property?

Mr. Fisher: That is part of the golf course and they are treating it right now getting paid through the golf course. That is the one I think Mike is referring that if they try to treat it they may kill everything at once.

Mr. Costello: That was one of them, but the other one is as you come in the entrance on the left hand side, what hole is it? Eleven?

Ms. Wells: That one is definitely going to be a process.

Mr. Costello: We have people who rightfully so are concerned about it. I would like to see something initiated when we are going to be able to move forward with it.

Ms. Wells: We should be able to have a plan I would think by January's meeting that we can bring back to you guys.

Mr. Costello: That would be great.

**D. CDD Manager**

Ms. Burns: I don't have anything specific to report. Like Andrew said the closing is scheduled for tomorrow. We are working to get everything finalized for that. Just want to say Happy Holidays to everyone. It has been a pleasure working with all of you this year and I look forward to working with you next year.

Mr. Ference: Thank you. You are doing a great job, Jill.

Ms. Burns: Thank you.

**NINTH ORDER OF BUSINESS**

**Financial Reports**

**A. Approval of Check Run Summary**

**B. Combined Balance Sheet**

Mr. Costello: Approval of the check run summary.

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

Mr. Costello: Combined balance sheet. Nothing on that.

**TENTH ORDER OF BUSINESS**

**Public Comments**

Mr. Costello: Public comments.

Ms. Margot Stevens: Lot 31. You were speaking of the water situation in the bowling alley and apparently in the whole building. We had this problem before. What we had learned was that there was a double slab between the kitchen and that back side of the clubhouse. The water was leaking in the kitchen in the dishwasher and running between the slabs and ending up in the bowling alley. I don't know if you all know that history or not, but I thought I would remind you of it because it may help.

Mr. Costello: Thank you.

Mr. Steve Realmuto: I wanted to speak to you to you about two topics. The first is the agreement with Dewberry Engineering. As we heard earlier in the meeting, your current or previous I guess contract with them was at a lower rate than you were presented with most recently, so I wonder if you had done nothing how our rates would be lower. I wonder if the three Supervisors who voted against rejecting that higher agreement can explain why they approved an agreement with higher rates rather than just leave it alone. That's my first question and the second is with regards to the golf club.

Mr. Costello: Quite honestly, what we didn't do is say no, we are not going to deal with you. What we are doing is looking to get a comparison. You don't know what the other company is going to give us. I don't know what the other company is going to do. You want us to bring it in at the lowest rate and I understand because I would like to do that, too, but I don't know what the other company is going to bring. If it is going to be comparable, why not make it where we can just have one company for both CDD #2 and CDD #1. It was explained that as time goes on we don't know what kind of scenarios we are going to run into and I think it is a lot easier if we have one company if it is possible. Like I said, I have not seen the rates of the other company yet. We haven't totally rejected any company. All we are doing is looking for a comparison. That is all.

Mr. Realmuto: That really wasn't my question. The other company aside, my point and comment, and I have to wonder if everyone fully understands what just occurred at this meeting, is that if you had not accepted a new bid, your rates would be lower with the same company. Forget about the other company for the time being. My point is that essentially you just agreed to a new agreement with our existing company at a higher fee

schedule. That is what I'm trying to say. I'm not addressing anything about the other company.

Mr. Costello: We intend to sign a new contract either with them or the other company depending on who is giving us what we want at what we want to pay.

Mr. Realmuto: Thank you. Just very briefly then, following up about the golf course, I understand the reason for the delay in the closing, including the ponds and roads near the boat dock, and I just wondered if the Supervisors here are on top of that? My concern is in the previous documents the developer was accidentally conveying the road to the dock, which he didn't intend, and my only concern there would be that that road I think you have to pass through that road in order to access the golf cart path that connects with it. In other words, that end of the path where the bridge is by the docks, in order to get on or off of that, you need access over that road and I just wondered if he was removing that from what previously included in the documents you approved and that you are on top of it and ensuring that we still have access through there to that end of the golf cart path that essentially terminates there. That is where the access is from there. I suggest you look into that and talk to your experts before you actually close because you should probably have at least an easement for that golf cart path.

A resident: There is a lot of confusion, or at least to me, because somebody makes a motion and does a lot of talking, then when you finally take a vote, I'm not sure what you were voting on. Then, you take a vote and don't announce what the vote was. I think that is some of the problem. Some of the problems you are talking about the golf course closing tomorrow, and I talked to Doug Robertson the other night and he said the closing wasn't until Wednesday. So, now I'm confused. Is it going to be tomorrow or Wednesday? Also, could you give us a little news on what is happening with the golf course and once again how much our fee is going to be? Some news on what is happening with the restaurant is another thing I would like to know about.

Ms. Burns: It is scheduled for tomorrow.

Mr. Costello: As far as an answer goes regarding the golf course, I spoke with Doug last week, too. We are not lying to you. That is what we were told, too. We can only go by what we were told.

Mr. d'Adesky: I can't speak for a Supervisor on the Lake Ashton II Board, but the official legal closing date is tomorrow.


Mr. Costello: I'm sure you have been through this how many times with closings. Anybody who has ever sold a house, I had one guy and we were going to close on Friday the 13<sup>th</sup> and he said no, he wouldn't do it. We are not trying to blow you off. We are going by what we were told. That is all we can go by. As far as the situation with the restaurant, I think Harry and Andrew had a meeting with Nini's and I think it is still in the process and once a determination has been made of how we are going to proceed at that time, I think Harry and Andrew will be glad to bring it out at a meeting and tell us exactly which way we are going to proceed with that.

Mr. d'Adesky: Correct.

**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