

**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, February 10, 2020 at 10:30 a.m. at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lakes Wales, Florida 33859.

Present and constituting a quorum:

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

Also present:

Jillian Burns	District Manager
Andrew d'Adesky	District Counsel
Jan Carpenter	District Counsel
Alan Rayl	District Engineer
Christine Wells	Community Director
Matt Fisher	Field Operations Manager
Bob Zelazny	Lake Ashton II CDD
Shirley Goldstein	Resident/ Victory Ridge Academy Board
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.

Ms. Burns: I had one item, as well. I circulated last night a policy that was adopted by Lake Ashton II on Friday that they wanted to put before this Board. If the Board is ok with it, if we could do that as the first item after public comments that way if there is no issues or concerns they had continued their meeting in case there was. That way we can just let them go if it is not needed. If we could do that item first, that would be great.

Mr. Plummer: Also I would like to add, and I am not exactly sure where this goes in the agenda, but a piece of equipment at the bowling alley needs, and I was presented a quote. I have that with me today.

Ms. Burns: We could put that under new business.

On MOTION by Mr. Deane seconded by Mr. Ference with all in favor the meeting agenda with the indicated change 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: Do we have any public comments?

Ms. Burns: I do not.

Mr. Costello: Let's go to the amenities policy. We wanted to put that first.

Ms. Burns: This is just related to the golf course. These are golf course policies. They are not adopted rules. They haven't been adopted through a rule hearing, but these were some policies that were approved by the Lake Ashton II Board on Friday that they wanted circulated to residents that had two issues as far as use of the golf course by non-golfers and some other issues, as well. Those have been circulated to everybody. They would like them to be circulated as part of a blast and then posted on the website.

Mr. Plummer: Are we going to do that prior to the approval of the minutes?

Ms. Burns: It doesn't matter. We don't have to do the minutes first if you guys want to do this.

Mr. Costello: The only thing on this is Mr. Zelazny, in talking to him this morning, he did put in some changes. Bob, do you want to come up and specify the changes?

Mr. Zelazny: They weren't significant changes. What I wanted to clarify is something Jillian said. One of the policies that are presented are associated with the golf course itself and those do not require any vote from your Board. The ones that do require a vote are the ones that deal with the general amenities; that being the ponds, the cart paths and golf cart registration. Those three are joint amenities that need to be looked at

between both Boards. I am available to answer any questions you have as the way our Board made the decision in what we wrote. If the Board has any questions.

Ms. Carpenter: Any questions for Bob? I will go through these. We received a draft of these a couple weeks ago and a revised version. If and when these ever came up we may have some questions or concerns, but at this point Lake Ashton II, the west side, is the manager of the golf course and all of these policies relate to the management of the golf course, golfing, and handling of the golf course. It is really all under their control. Because they are managing, you really don't have to have any formal vote of these. These are all related to management of the golf course. It is our view that you don't really need to approve these. They can blast them. They can put these out there as management of the golf course because it affects the golf and the play.

Mr. Costello: So as far as the operators of the golf course you are saying this is within their jurisdiction more or less to make these changes without us having to approve it.

Ms. Carpenter: Yes. We would suggest that they talk about as related to the golf course because there are other things that they are talking about, like the ponds and golf cart paths, but those are all related to the golf course play. Anything that needs to go into the policies we can deal with if we need to do something specific.

Mr. Costello: Anything as far as the cart paths maintenance, pond maintenance and all that, well that is all included in the rental agreement at any rate, isn't it?

Ms. Carpenter: Yes. The Board wouldn't have any objection as the manager of the course, I guess it was adopted Friday by the West side to run the golf course. I don't see any objection unless anyone objects, but there is really no approval needed. This is not a formal rulemaking or a formal policy. Is that okay? Do I see heads shaking? Jill, I believe that works for Lake Ashton II and their concerns.

Ms. Burns: The Lake Ashton II Board continued their meeting in case there were any issues by this Board that came up as a result. Since there doesn't appear to be any, I just want to state for the record there is no reason to hold that Lake Ashton II continued meeting unless any of you have anything else you can consider that meeting cancelled.

Mr. Costello: Do you have comments that you would like to make, Bob?

Mr. Zelazny: No, if you agree that we control what goes on in the ponds and the cart paths, then that is fine.

Ms. Carpenter: Everything within the golf course you are under the management agreement, the lease agreement with the CDD, so you have control of that correct.

**FOURTH ORDER OF BUSINESS**

**Approval of the Minutes of the  
January 13, 2020 Meeting**

Mr. Deane: If there are no changes I make a motion to approve the minutes.

Mr. Ference: Second.

On MOTION by Mr. Deane seconded by Mr. Ference with all in favor the Minutes of the January 13, 2020 Meeting were approved.

**FIFTH ORDER OF BUSINESS**

**Engineers Report**

**A. Consideration of Quotes to Repair the Control Structure at the Pond  
between Limerick Drive and Dunmore Drive**

Mr. Costello: I would like to welcome Alan Rayl as our new engineer. I know I had been with him one day last week I believe it was and we looked at different things. Do you have anything for us this morning?

Mr. Rayl: Yes, thank you to the Board for engaging our firm to assist you. Before I go to those A and B items, I have some other things that came up and they kind of tie into those, as well. One, we have been looking at the flooding issue at Mulligan and Dunmore. I have evaluated most of the information that was done previously. I think there is a report done by Atkins we haven't seen yet. We have done some evaluations that I don't believe the previous solution is the best solution for the Board to consider. It was pretty intensive with construction efforts with installation of a lot of new piping that I don't believe will be needed at all. Our plan is to have a full solution developed for you for your next meeting that you can consider and we can present for you to evaluate that should address all the issues going off that intersection with stormwater flooding.

Mr. Plummer: If we receive the information at the March meeting and we decide to go with the proposal that you present, what is the timeline to get it completed?

Mr. Costello: I think what Bob is trying to say is we realize the fact that come June, that is the beginning of the rainy season. I believe we do want to eliminate the problem that we have had there prior to that.

Mr. Rayl: We should have plenty of time to get some quotes from contractors and be able to get the work done. It would not be an extensive amount of work to be accomplished. It can be done inside of 30 days for sure.

Mr. Plummer: Thank you. That answers the question.

Mr. Rayl: I was given the report that Dewberry had started about S.W.F.W.M.D. certification that is needed on the .000 permit which has 21 cardinal number of ponds in there. I think about three were eliminated through some design modifications so there is about 18 ponds that are covered in this certification. They enumerated some issues on about seven of them. I wanted to ask the Board to revisit this inspection because one of the items on our agenda is Pond 21. It is on our agenda for needing a repair. It is out of compliance with S.W.F.W.M.D. right now. There is a hole in the pipe at the control structure that is drawing the lake down about three feet lower than it should be. That pond doesn't appear on this list even though that pond is under that permit. I would like to go back and revisit these ponds that are on this list. There are some things on here that are not compliance issues with S.W.F.W.M.D. like a cracked mitered in section. It is something that would be a regular maintenance item that you can address. It isn't tied to the certification of your permit. I would like to be able to go back and revisit this to make sure everything is covered in the certification.

Mr. Deane: What would be the cost for that?

Mr. Rayl: It would be the cost of the time it would take me to inspect 18 ponds and write up the report. It would just be the hours that it would take. In order for me to turn in an engineer's certification I have to have some personal observation of all these conditions under my direct charge anyway. I couldn't just accept Dewberry's report and move forward with that.

Mr. Deane: I make a motion that we allow the new engineer to do the report as necessary with the time and the material.

On MOTION by Mr. Deane seconded by Mr. Ference with all in favor the District Engineer was authorized to perform an inspection and provide certification report for S.W.F.W.M.D.

Mr. Rayl: Thank you. Along those lines and with respect to the transaction with the golf course, I believe some of the ponds are under permits in the name of the golf course. We need to make sure those are all transferred into current ownership names. That is something that I would advise we look into. All those things have to be tied to the property owner name and I believe there are at least a few on the Lake Ashton CDD that are not. Some are in the Districts name and some are in the golf course's name and they should all be under one entity now. We were also given a report apparently the most recent prioritization of pavement repairs. The most update appears to be May 2017, so it about three years old. I understand from Mr. Deane that Muirfield, which was one of the top priorities on this report has already been repaired recently. There are other roads on here and they also had some looking forward to fiscal year expectations from that time. They looked ahead a couple of fiscal years. It is my understanding the Board would like us to take a look at just the short list, not an inventory of the entire roadways in the community but reassess these priorities and see if this is still the direction that the Board should look at going forward with the priority of the road repairs. Is that correct?

Mr. Costello: Yes, and the only thing there is the fact that like I said to you before, we have a budget coming up and the sooner we can get some sort of an estimate of what we are looking at, the easier it will be for us to make sure that we have the funds in order to do the projects.

Mr. Rayl: Understood. I intend to bring something back to the next meeting on that. Also, last week I had a resident mention to me that there was an apparent lack of blue RPM's on the roadways, which are the raised pavement markers that indicate where fire hydrants are located. She brought it to my attention. I wanted to bring it to the Board's attention if that was something you all wanted to see addressed. These are normally installed at the time that the development is done. They are usually placed in the center of the travel lane that is closest to the fire hydrant to assist in finding hydrants when you need to. I have not reviewed the whole community personally, but I was told by the resident that we don't seem to have them as we should.

Mr. Plummer: I think they were not put in by mistake because some of them were with Lake Wales hydrants and not Winter Haven hydrants.

Mr. Rayl: Those were hydrants that would serve homes that if there was a home on fire on the Winter Haven side, it would be that hydrant.

Mr. Plummer: I would understand that they would share those but it appeared that it was just on the one street.

Ms. Carpenter: The roads were accepted so probably at the time they were installed it wasn't required. It may make sense whether for Alan or for somebody to go through and just check and see they are there. Then, Alan can confirm whether they are required or desired.

Mr. Rayl: We did a similar exercise for CDD II. It took one quick trip around the community and a contractor removed all the ones in wrong locations and installed all new ones in correct locations for less than \$800.

Mr. Costello: I think I had asked you this before, does the city fire department or water department have any sort of program in which they would do it?

Mr. Rayl: We can check into that.

Mr. Costello: I realize we're not talking about a lot of money, but if you can get it done.

Ms. Carpenter: Also, it is current code and what the fire department wants right now in Lake Wales.

Mr. Costello: That is another thing you had said that some of the people had said that they felt that some of the hydrants were mismarked. The only thing there is the fact that if they were mismarked it would be the city's issue, not ours. We are talking about indicators where the hydrants are. Maybe the indicator is 30 feet up the road from where the hydrant actually is.

Ms. Carpenter: For the amount of cost it might make sense just to have Alan confirm with Lake Wales and then if they are indeed needed go ahead and approve having it done with a cost limit so you don't have to wait for another month or so. It is a safety issue.

Mr. Costello: I will make a motion that you go ahead and contact the fire department and water department and see if they have any kind of programs and if they don't, I would make a motion to do it with a not-to-exceed cost of \$1,200.

On MOTION by Mr. Costello seconded by Mr. Deane with all in favor the District Engineer was authorized to contact the fire department and water department to install road indicators for fire hydrants; not-to-exceed the amount of \$1,200.

Mr. Rayl: Thank you. Then, I think we are up to Item A on the agenda, which was the control structure at the pond on Limerick Drive. I have visited the location and evaluated what is going on out there. I spoke to S.W.F.W.M.D. about it and pulled the as-built plans also from the original construction and foremost, as I mentioned earlier that is Pond 21, the control structure, the concrete box in the point of the triangle of the pond. That regulates water levels when it is functioning correctly. Right now, there is a hole in the pipe that exits that structure that controls the discharge from the structure. That hole in the pipe is drawing the water level of the pond down by approximately three feet. Foremost the pond is out of compliance. You can't certify to S.W.F.W.M.D. until we have that repair made. Once that repair is made, another thing it will also accomplish is the water is going to naturally raise. It is artificially drawing down the pond water level and it is drawing down the adjacent water table as well. Once that repair is made the water level is going to rise and some of the concerns about the vegetation and the littoral zone that is there that residents don't find appealing is going to go away because that shelf that is sitting there in the dry now is supposed to be inundated in water all the time. I believe that shelf is supposed to have two feet of water at all times. If you can envision that water level being two to three feet higher than it is today, I believe a lot of the concerns that are in existence today may go away due to that. I would suggest to the Board that we see what change this required repairs make to that structure, and then evaluate if you want to take any further steps after that once you see that water level restored to where it should be by permit.

Mr. Costello: Do we have an estimate on what they will run?

Mr. Rayl: We asked three contractors to give some quotes for that repair. One gave me a quote of \$3,600, another one this morning gave me a quote of \$2,500. We also have a quote from a little over a year ago and they were \$1,250. I apologize it is almost two years old. We have a couple of current quotes, the lowest being \$2,500 and this is a contractor that I have worked with quite a bit in the past. I would trust that their

assessment is correct. I also made a call to the older quote which was All-Terrain. I asked if they would bring their quote current, but I would recommend to the Board that seeing where they come in that you authorize that we hire a contractor to make that repair not-to-exceed that \$2,500 and get that control structure fixed and compliant again.

On MOTION by Mr. Plummer seconded by Mr. Deane with all in favor a not-to-exceed amount of \$2,500 to repair the control structure at the pond between Limerick Drive and Dunmore Drive was approved.

**B. Consideration of Quotes to Repair an Inlet at N.W. Corner of Ashton Club Drive and Dunmore Drive**

Mr. Rayl: Also speaking with that same contractor this morning, we looked at that inlet and we saw, you can look in the inlet throat down into the inside of the structure. You can see locations where there are voids in the soil behind the structure. The soil isn't creating a cavity on the surface and then going into the structure because you can look in the gap between the two pieces of structure and you see a hole there. That soil is going outside the structure. I believe it is also going into a hole in the pipe exterior to the structure and being carried downstream. The same contractor that gave us our quote on this control structure repair did a little more investigation then what we did when we were out there that day and was able to reach a cavity about four feet below the ground surface without resistance. I believe as they were saying we have another situation that we have a potential in the hole in the pipe that is creating that issue. They gave me a price that they could fix the holes in the structure and things like that, but that is not going to solve the problem. It would be a temporary Band-Aid. I would like to look at this a little bit further about a solution to keep that problem from increasing. We have Verizon infrastructure right behind that box that could get jeopardized if this thing continues to grow. I want to make sure we get the right solution for the problem. We don't really have any bids for that full scope. This was just something that we kind of identified in the last couple of days. That is really what is going on there at that inlet.

Mr. Plummer: You're suggesting that you don't want to do a temporary, you want to wait and explore the whole thing and then do the proper fix.

Mr. Rayl: I would. What is usually done in solving problems like that is they will put some hydraulic cement on the inside of the structure. They will grout flowable fill in the voids outside the structure. If we are still having soil transport carry that material away and the voids continue to increase because we haven't solved the hole in the pipe problem that will compromise the flowable fill. Then, you will have chunks of grout concrete in addition to the soil that is moving away. We would be spending money that we may be throwing away.

Mr. Costello: Ok, anything else?

Mr. Rayl: I believe that is all that I have in my report.

Mr. Costello: Any questions from any of the Supervisors? My only question is the big lake out here, I know that we have had a situation with the farmer next door. Maybe you can go into that a little?

Mr. Rayl: Yes, thank you I did have that on my list. Again, through starting to look at some of the ponds out here, Pond 19 is the one behind Mulligan and Dunmore where the flooding issues are. Pond 19 is also part of that S.W.F.W.M.D. permit that needs to be certified and it does not appear on the list. Pond 19 has impounded water levels in it right now over a foot higher than what should normally be there. In speaking with staff and residents we have had changes in the outfall to Lake Ashton, the lake itself in recent years. We have had hurricane events, went by boat and took a look at the outfall. Previously there were two twin steel pipes that were the outfall and there was an agricultural crossing that went across the top of them. That has been blown out by storm activity and the pipes are still sitting there but all the soil has eroded away. About a couple hundred feet further upland is a new pipe, larger diameter PVC pipe that the farmer has or rancher has installed with a new agricultural crossing. We have asked S.W.F.W.M.D. to weigh in on this. As you know one single entity doesn't have the ability to control the stage, and evaluations of this water that has so many effects on other areas all around it. There hasn't been a great deal of historical information that has been able to be obtained, but just by nature of how Lake Ashton was designed for these ponds to discharge into that lake it has to be lower. That is how they were designed, permitted and constructed. Right now, we have impounded water levels and we have less capacity in our ponds than what is needed to adequately protect roads and infrastructure and all the things the

District has to pay for if a flooding event occurs. It is very important to make sure that lake level is not being arbitrarily controlled, but correctly controlled and that it is in compliance where S.W.F.W.M.D. wants to see it as well not just where the farm crossing worked out to be. That is an ongoing thing. That is something we are working with both Districts on. I am trying to get S.W.F.W.M.D. to drive the boat on that one. It affects us, but it effects every property in the Lake Ashton watershed.

Mr. Costello: Ok, anything else?

Mr. Ray: That is all I have this morning.

**SIXTH ORDER OF BUSINESS**

**Unfinished Business**

- A. Restaurant Report (*requested by Supervisor Krumrie*)**
  - 1) Insurance Policies**
  - 2) Catering**
  - 3) Liquor License**
  - 4) Security Deposit**
  - 5) Monthly Rent**
  - 6) Meeting with Nini's and their Attorney**
  - 7) Nini's Relationship with staff and the CDD Board**
  - 8) Long Term Plan for the Restaurant including Capital Needs**
  - 9) Hold an Open House for the Restaurant**

Mr. Costello: Restaurant Report, Mr. Krumrie.

Mr. Krumrie: I think it is fair to say I found the situation very frustrating. I also found it enjoyable working with Christine and her staff. I think we have accomplished a lot of things, for example we now do a poll survey. Christine will cover that in her report, as well. We do a survey for people that rent the ballroom so we have something in writing moving forward that we can rely on in terms of feedback. Repairs in the restaurant, we never had anything related to a repair form. We now have a repair form that Nini's needs to fill out, or any restaurant for that matter would fill out and submit to Christine. She will get the quotes and so forth. We have communication between Christine and Nini's. Residents of Lake Ashton, we are seeing a lot more communication between us and them. We are seeing things in the LA Times that says this is what we have going on, this is the new menu, we have theme nights. We published all of that. But there are many other emails that Christine and her staff keeping Nini's informed as to what is going on. On Nini's equation, things are not quite as good. What I have been conveying to Christine and her staff is that we are going to do the right thing, whether they do the right thing or

not, but we are going to do the right thing. It is fair to say that Nini's is very disappointed with us. They are disappointed in this Board and they are disappointed in the staff. They have lots of reasons and you can agree with them or not agree with them but they have lots of reasons why they are disappointed. We can talk about catering, we can talk the rent, how we handle the rent situation when it wasn't paid on time, we can talk about the grease trap, we can talk the menu. There are things which we could talk about. I guess if I were to lean in one direction or another, I can understand why they are disappointed, simple as that. In talking to Nini's, I don't think there is any question that they want to be here. They want a long term relationship. We have sort of done the opposite. Now I have to say that there wasn't cause, but we have done the opposite. Last month I think it was, there was a motion made to terminate the lease agreement. We shouldn't do that with Nini's and we shouldn't do that with any other operator. We have to give them confidence. Think about us coming to work or think about us taking the job knowing that three years later you are not going to have the job. Both situations we are not communicating that message to Nini's, and I also suspect past operators, as well that we are interested in a long-term relationship, a long-term marriage for the benefit of the community. Nini's not only wants to be here, think about the staff. They are a family-oriented restaurant. The staff that is here now is the same staff that was here day one. The other day I poked my head into the restaurant, and the lady I talked, I asked her how long have you been here. She said I have been here since the day we opened. There is very little turnover in that restaurant. Borden can certainly convey to that. Restaurants today are struggling to get people to work for them. Although there was a recent issue on Saturday, I won't get into that, but I am hoping today that this Board somehow can find a way to send a message to Nini's that we are interested in a long-term relationship just as they are interested in a long relationship with us. I think we have to convey that the Board has confidence in this restaurant. They simply can't go forward without knowing where they stand.

Mr. Deane: I have a few questions. Have they come in compliance with the lease?

Mr. Krumrie: Borden, I said earlier about ten minutes ago we are going to do the right thing whether they do or not. We are going to do the right thing.

Mr. Deane: That doesn't answer my question. It is a yes or no answer. Either they came into compliance or they haven't.

Mr. Krumrie: Probably not in every aspect.

Mr. Deane: This is what I stated two months ago. As far as I am concerned the restaurant is an amenity for this development for our residents. She is operating this restaurant as a profit center for herself. I am sorry, that is the way I feel. That is the impression I have gotten from them.

Mr. Krumrie: I agree with you.

Mr. Deane: So, they are not in compliance with the lease, why do we let them continue? That is my question. Maybe it is time that we take on the restaurant ourselves. Why do we have a lease if we are not going to make them come into compliance?

Mr. Costello: I believe our attorney Mr. d'Adesky sat in on some of the meetings?

Mr. Krumrie: Hopefully our Board can change in the future. Let's see if we can. First item that I had on there was insurance. We have an insurance policy for the first time that I can see. We have a declaration of insurance that does name Lake Ashton as an additionally named insured. We did not have that before. That is the good news. The bad news is they have submitted as of today evidence of policy for workers compensation or liquor liabilities or the umbrella policy. One of the things again trying to work with them, I certainly would want to discuss under the umbrella what does it cost? I don't have any idea what the cost of an umbrella policy would be. Is it \$5,000 or \$10,000? We are talking about the restaurant, we are talking about a small operation and some things can be very costly when you start adding on things like an umbrella policy and maybe you don't need it. That is the only one that I think we could discuss. Workers compensation and liquor liability are two items that cannot be discussed. They have to comply with those, simple as that. Andrew has sent an email back to their attorney requesting the additional policies. That is all I have on insurance. There is not much to report there. One of the biggest things that Nini's is disappointed with is the catering. They signed the lease back in April of 2019 where they perceived that they had exclusive catering. A few months later they signed another lease where they also had exclusive catering but there was also a change in there where they recruited somebody to come in and use the ballroom they would be rewarded for that particular event through a reduction in the lease. I don't think there is any doubt in this Board's mind that we all thought that they would have exclusive catering.

Ms. Carpenter: There has only been one lease.

Mr. Costello: Wasn't there a clause in there saying that we had the right to allow somebody to bring other catering in?

Mr. Krumrie: I am going to get to that. I think again it is fair to say that this Board and Nini's both thought that they had exclusive catering. Then back last May an event occurred where we were upset with the outcome of that particular event. That was on May 17<sup>th</sup>. The Board discussed outside catering. That is where I want to involve Andrew, but basically what happened was the event was a resident event in this ballroom where they were supposed to provide a certain kind of menu. They didn't provide everything that was supposed to be on the menu. Then there was some food shortage and so forth. That was on Friday, May 17<sup>th</sup>. On Monday, May 20<sup>th</sup> this Board meets. A discussion comes up three days later about the event on Friday. There was some introduction of things that the Board had heard in various places either through a spouse or dog park or whatever, but they heard some things that were negative regarding that event. From that we generated a conversation. Nowhere in the minutes did I find anything that related to well let's ask Nini's first what their side of the story is. I saw none of that. You flip the coin over and sometimes you will find things to make some sense. When I interviewed Nini's about the event, they say it was because we wanted things done a certain way. They recommended the other way and there wasn't a good outcome. Now would there have been a good outcome if they did it their way, I don't know, I can't speak to that, but at least according to Nini's they did not do the event the way they would want to do it. From there we discussed the discussion about catering. I got the minutes here. Again, the Board members are making comments about this or that and Mr. Costello mentioned about do we have room in the agreement to move on outside caterers. I will quote you, Mr. d'Adesky, yes I put in a clause that gave an exception to the community manager. Technically, you could give direction to the community to exempt everyone, but the proper way would be to change the lease itself. Andrew, when you use the word technically, what does that mean?

Mr. d'Adesky: That means it is allowable by the terms of the lease.

Mr. Krumrie: Is that a legal opinion? Is it your legal opinion that we have room in the lease to allow outside caterers?

Mr. d'Adesky: That was the intent when we drafted the document.

Mr. Krumrie: Where does it say that?

Mr. d'Adesky: In the lease.

Mr. Krumrie: Where?

Mr. d'Adesky: I can pull up the page. Clause 1.1, Lenders shall be permitted to issue certain exceptions to tenant's exclusive rights to manage, serve or provide food and beverage service to the ballroom and other areas in the facility, based on landlord, sole and reasonable discretion in order to accommodate specific resident events and activities.

Ms. Carpenter: Since Nini's has counsel and they have made all kinds of threats, I suggest we don't go through the lease and put on the record thoughts, comments of the Supervisors, and Counsel. I'd like Harry and the other Supervisors to go through all of your comments, and then we can give input but this is not particularly productive and anything said can be taken out of context if they do ever file a claim.

Mr. Krumrie: I agree with that, and I worry about that. It set a stage for where Nini's is coming from. This is a restaurant that trusted us that they would have exclusive catering. Should they hire a NYC attorney to fare some of this information out maybe they do so, but we are supposed to be a good neighbor here. We are not necessarily being a good neighbor.

Ms. Carpenter: I have been trying to bite my tongue and Andrew has been handling this, but and it is important for you to go through all of their issues so the Board hears it, but they are in violation of the lease exposing the District to liability with no worker's compensation and no liquor liability that puts the District at a risk and that makes the residents at risk. I know Andrew has had numerous phone calls, you all have spent a lot of money meeting trying to come up with a way to make it work. If potentially a new type of agreement may be the way to go something different, but right now we can only give you the advice that they are in breach of the lease. They have been. We have given them numerous attempts to cure and they have not done it.

Mr. Krumrie: And I agree. If we have room in the agreement, the one that was signed originally, why did you propose new language that allowed outside catering?

Ms. Carpenter: Again, why don't you go through your comments because I think some of this is taken a little bit out of context of they said we said, so let's go through all their issues. Obviously, they have a significant issue with allowing outside catering.

Mr. Krumrie: I am not speaking for Nini's. I am speaking for me. Explain to me why we allowed outside catering if we had it exclusive?

Mr. Costello: This is public meeting and it becomes public information.

Mr. d'Adesky: Correct.

Mr. Costello: And I can understand what they are saying.

Mr. d'Adesky: Let me just clarify one thing, which I think answers a lot of these questions, and also clarifies an earlier statement. There was an initial signed lease. They initially signed one lease in the beginning. This is the lease I think we are reading the same copy of the lease here. We had proposed an amendment that did a number of things that changed a number of things. Just one of those changes was a clarification regarding that provision. That was just one of a number of changes to the lease. Some of it was cleanup changes to clarify language to make things easier, to make them clear, plain language at their request. Some of the things were at their request. Ultimately after negotiation they did not sign that lease. So there is only one lease that has been signed. The original one. Just to clarify.

Mr. Krumrie: At the CDD meeting on May 20<sup>th</sup> you said there was room in the lease and I think you actually developed language, changed the lease after that, and then I am guessing that the Board gave the information to Mr. Deane to sign the new lease.

Mr. d'Adesky: Supervisor Deane and I were delegated authority regarding the restaurant and renegotiation of the lease, correct?

Mr. Krumrie: Delegation of authority, was that in the minutes as well? Where I am going with this is this, we actually went to Nini's I guess to ask them to sign the new amended lease. What did Nini's do? They didn't sign it. What did we do, we went ahead with the catering anyway.

Ms. Burns: The catering has always been non-exclusive.

Mr. Krumrie: That is your opinion. Nini's didn't see it that way. What happened then, I guess is that somebody directed staff to allow outside caterers. The Board did not make a motion to that effect, but at the end you are saying they didn't have to because it was already allowed. I am just thinking that is not the way we want to do business. Nini's has to be worried about the definition of the word "it" or whatever language is put into the agreement that involves the flexibility. I think we are not only talking Nini's but any other

operator of that restaurant. Where do we go from here? I guess you are telling me that we have the ability to allow outside catering. Is that what you are saying?

Mr. Deane: Can I say something? I presented the new lease that Andrew sent up to Nini's and they refused to sign it. They said they didn't want to make changes. At that time I informed Nini's that the Board had voted and approved the authorization for outside caterers and anyone renting the ballroom. The reason that was done was because we had people who had previously rented the ballroom come to us and say they would not rent the ballroom if Nini's was the caterers and we were losing income. That is why the change was made and it is in the minutes of a meeting.

Mr. Krumrie: Nini's catered 13 times before that event you are talking about. I am going to let it go because I think we are taking up too much time. I have to get more comfortable with we are allowed to have the use of outside caterers. Simple as that. The liquor license is still confusing. We had an event that happened on Saturday where the bride wanted to have some champagne getting dressed or whatever. I guess we can't do that. Do we have the original application for the liquor license? So, what we did was in the agreement if I read it correctly, we gave Nini's permission to only serve alcohol.

Mr. Costello: That is by state law. That is in their liquor license that they control this entire building when it comes to alcohol. We have gone out of our way as far as instead of only having security here, we have had at affairs, we have mandated that in order to have alcohol in the building we have Lake Wales Police Department here. We have had like two people I think from the Lake Wales Police Department because we have done everything possible in order to deter and it continued to go on. We don't have the legal powers in order to stop people from doing things The Police Department does because they agree wholeheartedly with Nini's. We had to protect their liquor license period. We had to do everything within our power and I feel that we have done it by bringing the police in instead of just having the security guards here who do not have the authority that the police department has.

Mr. Krumrie: So in the lease agreement we gave them the power and they are the only ones that can serve alcohol?

Mr. Costello: It is state law. It is not even within our power to put it in the agreement. It is state law with them holding a liquor license in this building. Am I right or wrong?

Mr. d'Adesky: That is correct.

Mr. Costello: They are the only ones that can sell or distribute alcohol within this building. Like I said, we know that people were bringing stuff in from outside. We had security here. Security doesn't have the authority, that is when it was determined that our best bet in order to protect their liquor license and ourselves that we bring in police officers that have the authority to tell people get it out of here.

Mr. Krumrie: Security deposit. We requested a security deposit from Nini's of \$6,000. When I reviewed our insurance policy we have a \$2,500 deductible. I basically looked at that and said that seems to be our risk is \$2,500 because if something were to be damaged in the restaurant such as equipment or whatever, that if it is more than \$2,500 we are going to report it to the police department anyway. Then, our insurance company is going to pay.

Mr. Costello: You have to remember that the last people who left here just in order to clean the place up I think the bill came to \$9,000.

Ms. Burns: That was part of the discussion about including the requirement to clean the carpet and flooring that was newly installed and requiring that be maintained.

Mr. Costello: Quite honestly \$6,000 for that amount of space as a deposit I don't find it to be absorbent.

Mr. Krumrie: Ok, this is an issue for them, as well, \$6,000 to Nini's is a lot of money. Not sure where this is going but I would make a proposal that we reduce the security deposit from \$6,000 to \$2,500. I make that proposal now.

Mr. Costello: Is that a motion?

Mr. Krumrie: That is a motion.

Mr. Costello: Do I have a second? Motion fails.

Mr. Krumrie: That's what I thought. Now I know why I'm the liaison to the restaurant.

Mr. Costello: You wanted it.

Mr. Krumrie: Borden, how much do you charge to take it back?

Mr. Borden: I am not going to charge you anything. I am here for the Board and for the residents, period. I want everybody to succeed and I wanted Nini's to succeed, but to be perfectly honest, with her attitude I don't know how it is ever going to succeed. They are not in compliance with the lease and I don't believe they will ever come in

compliance with the lease and that is why I propose that we give them the 90 day notice to terminate.

Mr. Krumrie: I guess I would ask that we be more patient.

Mr. Deane: More patient? The lease is already two years old and they are still not in compliance.

Ms. Carpenter: In lieu of being an obnoxious lawyer and going through all the legal things and I know the other four of you know what I am going to say, maybe as part of that 90 days to terminate if you think that everyone seems to like the food and potential the District could run it themselves, hire her to manage or some other situation you would be willing to talk about. I don't know if that is even something you would want to do or discuss some other alternative. From the legal side there has been so many chances that it does seem that it is appropriate or was appropriate months ago to terminate. I don't know if there is any desire on the part hearing Harry to keep them in some fashion?

Mr. Costello: I take it seriously when you say from the legal side that we are in jeopardy of being involved in a major lawsuit.

Ms. Carpenter: They have breached their lease. They have not provided liquor liability insurance and workers comp insurance. Workers comp is a legal requirement. The liquor liability that they have had and if there was a lawsuit and they didn't have insurance it will be borne by the District and our insurer would have the option to say, hey, we are not covering it, you were supposed to have somebody else cover it.

Mr. Costello: Most importantly, I think five of us have to agree that the most important people here are the residents of Lake Ashton. We have to look out for them. I fully understand what you are saying. You have spoken with her and the only thing there being is the fact that if we do anything right now we are going to protect the people of Lake Ashton. They are the ones who are depending on us.

Mr. Krumrie: The next item on the agenda is monthly rent. Andrew and I have had discussions with Attorney Brandt and Sandy. I think it is Sandy's wishes if you will that we reduce the monthly rent. It's hard to propose that because what happened on Saturday night and so forth. I am going to ask for a postponement on that particular item.

Mr. d'Adesky: That is what their attorney had asked for us to come back with was a zero rent for the remainder of the lease.

Mr. Deane: I am sorry they have a 3,000 square foot restaurant, which we supply everything for at no expense. They pay no utilities and from history of being in the restaurant business their electric bill has to be close to \$3,000 a month folks that we bear. They don't pay a penny. I make the motion we give them notice to terminate the lease.

Mr. Costello: I second that motion. We have a motion on the floor and seconded. All those in favor.

On MOTION by Mr. Deane seconded by Mr. Costello with 3 in favor and 2 opposed motion to give Nini's Restaurant a 90 day termination notice was approved.

Mr. Krumrie: The rest of the items are moot as far as I am concerned.

Mr. Costello: Before we go on, Andrew, you sat in on some of the meetings with their attorney, Mr. Krumrie and Nini's themselves. What is your impression? What do you have to add to all of this?

Mr. d'Adesky: I have a lot of respect for their attorney. He was a very forthright guy who is very communicative. He called me regularly even though this was not his area of expertise. His area of expertise was really criminal and I think he just actually told me he is making a transition back to that, but he was very communicative, so I really did like that. Very affable guy and very easy to work with. I think we had a very collegial relationship. Supervisor Krumrie was very active and did a great job in the meetings that we had with their attorney and with Nini's. I think those were productive meetings when we had those meetings together. Working with their attorney was also good because he was very communicative back and forth and if a rumor or something that they heard, he would come and check with me. That was something that happened a couple times back and forth and we were able to clarify miscommunications or misunderstanding. So, that was a good part about working with them. Overview, though we had sent an offer to them and of course subject to Board approval saying here is some potential terms, potential changes, potential amendment to the lease that might clarify and solve some of these issues that their attorney had characterized as very generous, it was not accepted immediately, despite their attorney saying that it should be something that he expected to be accepted immediately which was surprising. That is my only comment from the

legal side. Other than that it was a very good opportunity to work with him and he was very straight forward in dealing. He was planning to attend today, but he and his paralegal both have the flu. They told me to follow-up with anything that came out of this meeting. I will follow-up with this just as a matter of informing him what happened at the meeting.

Mr. Ference: As a matter of legal experience, you have listened to and been party to this, have we given enough time and effort for them to come in compliance with the lease? Do you think we are properly positioned to make the motion we did?

Mr. d'Adesky: The major item that we asked about, the insurance is an item that we have repeatedly asked for.

Mr. Ference: Is that seriously enough for us to go ahead and have made the motion that we approved in your opinion?

Mr. d'Adesky: To be clear, we do not require cause to terminate the lease. I want to be very clear because this is on the record, but yes there is significant liability with not having insurance required by the state of Florida. It is not optional. We looked into it. There isn't a possible exception it could fall under that would exempt them from having to have this insurance. There is significant liability involved if they do not have this insurance.

Mr. Ference: So, you are complicit in agreement with our motion then to terminate the lease?

Mr. d'Adesky: Your decisions as the Board are legislative decisions. You have a legal basis to do it. You don't even need that reason, just to be clear, but you have one.

Mr. Ference: We have had one for a while and they have not exercised their option to come into compliance. They have ignored that.

Mr. d'Adesky: We have asked repeatedly. They have not given us the insurance.

Mr. Ference: Then it is a good business deal for us to do what we have just done.

Mr. d'Adesky: I can't make a comment on the business side.

Mr. Ference: Legally.

Mr. d'Adesky: Yes, there is a legal basis.

Mr. Ference: That is what I wanted to do, just make sure there is a legal basis for that. Thank you.

Mr. Costello: I think the other part of that is the fact that legally if something goes wrong in there, we are going to end up buying it. Personally, I always enjoyed the times I have been there but by the same token quite honestly, we have to protect the residents.

Mr. Ference: So, the question is how much time should we give them?

Mr. Costello: We have to give them what is in the contract.

Mr. d'Adesky: Which is 90 days.

Mr. Krumrie: Where do we go from here?

Mr. Costello: We have people who have inquired about the restaurant, right?

Ms. Burns: Based on the Board direction we will send the 90 day termination notice, and then the Board will have to pursue other options.

Mr. Costello: It is not as if we are going to totally close it down. What we are going to do is we are going to have to put out another RFP.

Mr. d'Adesky: Like we have done before in the past.

Ms. Carpenter: And perhaps have a workshop to talk about how you want to structure it whether a lease management. We will look at some tax issues, whether you want to operate yourself, running some budgets. It might be time to spend an hour or two workshopping to decide what you really want to do for the future since we have gone through an awful lot of operators in the last few years.

## **SEVENTH ORDER OF BUSINESS**

### **New Business**

#### **A. Consideration of Extension to Security Service Contract**

Mr. Plummer: It is time for our renewal of that contract. This is not a new bid. This is their proposal of the contract going forward with what increases that they would have requested. Quite frankly, the simplest way to explain it to you is they requested a \$.50 per hour increase of the hourly rate and a significant rate in special events, which we pass on anyway. It doesn't come out of our budget. It goes on to whoever has the event. The actual cost for renewing the contract is \$227,220 annually. That includes the security guards at the gate, the roving patrol which is for 18 hours a day and the pool officer, which is November 15<sup>th</sup> through May 15<sup>th</sup> for five hours each day during that period of time.

Mr. Costello: You worked with Mr. Mecsics on maybe getting the same company. I remember you said we were so close to this contract that we would look at it at that time.

Mr. Plummer: Supervisor Mecsics and I worked on rebidding the entire community to do the same security company. There are few differences in the way that the East and the West operates. Lake Ashton II has 24 hour roving patrol. We have 18 hours. There are some differences that we would have to probably go back and decide where and if we can change what we do or they change what they do or have a different combination of doing that. Since we didn't know that we were actually going to be tasked with that proposal for this particular meeting, what we had was probably six to eight months old. Quite frankly, we couldn't do it without a bid anyway. It would have to go to bid. In today's decision we can decide to take this one or put it out to bids and go back to square one. Supervisor Mecsics and I can sit down and negotiate exactly what we propose to bid out.

Mr. Costello: What would you feel comfortable with?

Mr. Plummer: I think it is going to take some time to accomplish, so that is the only thing that concerns me. Correct me if I am wrong, Christine, but March 1<sup>st</sup> is the date that this contract would take effect?

Ms. Wells: March 3<sup>rd</sup>.

Mr. Plummer: Which would mean at the end of the period of time it either stays the same amount or whatever. I probably would suggest that we go with the contract here. Let us negotiate and we can terminate that contract within 30 days if we decide somewhere in the next few months to rebid and combine the two security issues we can still do that and terminate this even if we approve it at the rate he has here. One other thing I want to say about his proposal, he is not only proposing a \$.50 increase for this contract, but also an additional \$.50 next year. It is a two year contract.

Mr. Costello: Do you feel that you would have the time to sit down with Mr. Mecsics?

Mr. Plummer: I think what I would propose is if Supervisor Mecsics and I meet and decide where we can combine and then we need to come back to this Board to decide. For instance, I will just give you an example, if we move to 24 hour roving patrol for the whole community it causes us a few issues with how we use roving patrol in Lake Ashton I, as opposed to the way they use it in Lake Ashton II. They use them in a little different manner other than the roving patrol. We use them for inspections for running this room and some things like that. There are some things that we would need to talk to about if we want to do exactly the same thing in a blanket form across, or if we want to basically

use the same company and have separate contracts where ours is maybe only 18 hours of patrol and theirs is 24 hours. There are a variety of things that we can do, but it is going to take time to sit down and work out the different types of coverage we would like.

Mr. Ference: Bob, does it make some sense that we extend the current contract for 90 days for example and give the increase for 90 days?

Mr. Plummer: I think you can sign the contract with them and we can terminate it with a 30 day notice. I think today to keep the service that we have through whatever period of time it takes us to do that is to approve the contract as presented, and then let Supervisor Mecsics and I start to work and give us some options to select from. Maybe get some estimates what each of those options would cost.

Mr. Ference: I will put that into a motion.

Mr. Costello: I was going to ask you I think on Friday when I was at the CDD II meeting that if there was a significant savings by bringing them both together would we be looking at?

Mr. Plummer: There is a savings by bringing them together in a variety of different ways but you have to understand that we have a pool guard and they do not, and there is a difference in the roving patrol. Obviously when it comes to the gate coverage that is another thing. One of the big places we save is if we went with the same company even if we have separate contracts we could share site supervision. That is one place that is a pretty good size savings as well. I think if you give Supervisor Mecsics and I some time to sit down and come up with a couple of options and proposals, yes we can do that. I think in the long run we can probably save some money.

Mr. Ference: Motion that we sign this contract and allow this interaction with Mr. Mecsics to go forward.

Mr. Deane: Second.

On MOTION by Mr. Ference seconded by Mr. Deane with all in favor extension of security service contract with a \$.50 increase per hour was approved.

Mr. Costello: Mr. Mecsics, do you have the time to sit down with Mr. Plummer and come out with a good deal?

Ms. Burns: There is a joint meeting scheduled for March 13<sup>th</sup> if you want to put it on the agenda.

Mr. Plummer: We will try to meet that deadline, but I think that is pretty aggressive with us having to deal with meeting with security on this.

Ms. Burns: Keep me posted and let us know if you want us to add it or not.

**B. Consideration of Quote from Yellowstone to Maintain Additional Areas**

Ms. Wells: Matt and I took a trip around the golf course. The additional areas is in reference to some of the newly acquired property that doesn't border the golf course, it borders homes in Lake Ashton. Matt and I took a ride around with Yellowstone to identify the areas. The map that I gave you highlights the areas that do not border the golf course, but borders residents' homes. They have given us a quote. It includes mowing, edging, and trimming and clean up at \$2,333 per month. I have maps a little bit closer up view if anyone wants to look at any of those areas. I believe we caught everything. I have had a couple of residents come to me to make sure their home was on it and we had their home covered. I believe we caught everything. I think if we have some small additional areas that we may have missed that they would be willing to include it at no additional charge is what I got from them.

Mr. Ference: Are these areas previously cut by the golf course?

Ms. Wells: These were areas that two years ago were cut by the golf course that they ceased cutting.

Mr. Ference: That is what I mean. They were previously managed or cut now. So what we are doing is recapturing areas that had already been previously mowed.

Ms. Wells: Yes. I think some homeowners had taken on mowing themselves once the golf course ceased mowing those areas so we would be reclaiming those areas.

Ms. Burns: Just to be clear, we have the ability to do that now because we own the property where we could not do that before because we did not.

Mr. Ference: Because Yellowstone does everything else, then I think it is consistent that we should add this to their contract so I make a motion we accept the contract going forward.

Mr. Plummer: Quite frankly, your map is very good and covers the areas generally. I know one area in question. It would be the area of McArthur Drive just to the south of

Ashton Palms. Why do we not continue to where the cart path is because that is where the golf course starts is on the other side of the cart path?

Ms. Wells: Is it those three homes down there?

Mr. Plummer: There are three on that side and on Sable Loop. There are three on that side, as well.

Ms. Wells: That area I was told, and I am sure they can clarify for me, the Sable Loop, since it borders the golf course that the property lines go right up to the golf course is what Yellowstone is telling me.

Mr. Plummer: There is a turn if you look at your map that goes along the canal clear up to Ashton Palms.

Ms. Wells: That area is covered that goes along that canal.

Mr. Plummer: The red line does not go south.

Ms. Wells: You are on the other side of the canal?

Mr. Plummer: I am on the south side of Ashton Palms.

Ms. Wells: So, it's the canal that goes into that wetlands.

Mr. Plummer: Yes.

Ms. Wells: Ok, I see where you are talking about now. I can ask them to add that. I see what you are talking about now going all the way down there. I am going to highlight that. They said if there was smaller areas that we missed that they would most likely be able to include it at no additional charge.

Mr. Plummer: In your map that is the only item that I had a question about.

Ms. Wells: I was going to clarify too in the map along Dunmore Drive it actually goes down a little further. They didn't add it in. It borders along the homes along Dunmore and goes basically to the putting green.

Mr. Plummer: I see where you are saying. I will second the motion.

On MOTION by Mr. Ference seconded by Mr. Plummer with all in favor the proposal from Yellowstone Landscaping to maintain additional areas was approved in an amount of \$2,333 per month.

**C. Consideration of Resolution #2020-02 Adopting Interim Fees and Rates**  
**D. Consideration of Resolution #2020-03 Designating a Public Hearing Date to Adopt the User Fees and Rates Regarding the Golf Club Facilities**

Mr. d'Adesky: This is the required rate making relating to the golf course rates, which we are required to adopt per our inter-local agreement with LA II.

Ms. Burns: Just one thing I want to add in the exhibit that you see attached, Lake Ashton II made a couple of modifications to that. I am just going to say what they are on the record. We would be looking for the Board to approve these same rates that they approved at their meeting. There was a change in the group number to 8 golfers from 16. A group of 8 would constitute a group and then there was also an additional fee for 9 holes that was added so if residents wanted to play 9 holes as opposed to 18 they included a rate for that. We will put a revised rate sheet together. Resolution #2020-02 is the interim rates. Then next you will see Resolution #2020-03, we set the public hearing to actually officially adopt that rates. That is the same process they went through.

Mr. Costello: The only changes I take it are those that are going to effect the running of the golf course?

Ms. Burns: Correct. The interlocal agreement states that they set the rate and this Board just adopts them.

Mr. Costello: We are just their landlords at this point. If this is what they want I don't have a problem with it.

Ms. Burns: This is outlined in the inter-local agreement because they cannot set rates for outside the boundary of their District so they set the rates and then this Board adopts them for the portion of the course that is outside the boundary of Lake Ashton II

Mr. d'Adesky: This a two part process with adopting interim rates and then we are going through the process to adopt the actual rates so it is two parts.

On MOTION by Mr. Plummer seconded by Mr. Deane with all in favor Resolution #2020-02 Adopting Interim Fees and Rates was approved.

Mr. Plummer: I will make the same motion about Item D.

Ms. Burns: With that we need to choose the public hearing date. February is a short month and we need 30 days lead time to notice these, so I would suggest your April

meeting, which is April 20<sup>th</sup>. We will notice the ad for that meeting and that will officially adopt those rates at that time.

On MOTION by Mr. Deane seconded by Mr. Plummer with all in favor Resolution #2020-03 Designating a Public Hearing Date to Adopt the User Fees and Rates Regarding the Golf Club Facilities was approved; and the public hearing was scheduled to be held on April 20, 2020 at 10:30 a.m. at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lakes Wales, Florida.

**E. Bowling Alley Oil Machine**

Mr. Plummer: Christine will cover in her report an issue with water in the bowling alley again. However I have had contact with Steve Martin, who is our local bowling expert, about some of the equipment that is in there. One of the items that is in there is an oil machine that oils the alley.

Mr. Costello: Every alley has "X" amount of oil on it. It is very crucial to the way in which a ball will react as it is going down the alley.

Mr. Plummer: Apparently the one we have was on its last leg about a month ago.

Mr. Costello: I think three years ago.

Mr. Plummer: The company that we have that services part of the bowling alley has purchased oiler from a bowling alley that went out of business that was only about a year old. Apparently if we wanted to replace our oiler it would cost us about \$14,000 to buy a new one. This company purchased a used one that is probably not a year old and is offering to sell it to us for \$6,000 less \$500 trade-in for ours so for a total of \$5,500. I think that is probably a good deal.

Mr. Costello: I will make a motion that we purchase that.

On MOTION by Mr. Costello seconded by Mr. Deane with all in favor the purchase of a bowling alley oiler machine was approved in an amount of \$6,000 with a \$500 trade-in credit.

**EIGHTH ORDER OF BUSINESS**

**Monthly Reports**

**A. Attorney**

Mr. d'Adesky: Nothing other than what we have already gone over already. If anybody has any questions.

**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 point out. Applied Aquatic has begun work on the golf course ponds. Again, we asked them to focus on eliminating invasive aquatic plants in addition to maintain shorelines. I just want to mention again it will take about six months for it to get back to a monthly management state. I know we have gotten a lot of positive feedback from residents. They are happy that they see dying plant life. It is the first time I have seen you guys be happy about dying plant life.

Mr. Costello: Quite honestly, Applied Aquatic, they have wasted no time. I don't think the ink was dry before they were out here.

Ms. Wells: Once the contract was executed they were in two days later.

Mr. Costello: Like you say, it will probably look worse before it looks better, but it shows that they do have consideration and out there working towards cleaning it all up.

Ms. Wells: I also wanted to give an update on the dog park or the pet play park. The permit from City of Lake Wales for the installation of the fence has been issued and the fence will be installed this week. The contractor estimated the project should take about three days to complete so we are moving forward with that. Staff did receive a check for \$8,000 from Lake Wales HOA for the installation of the pet play park. We put a thank you note in the February LA Times and once we know when the grand opening is we will make sure they are front and center. Also, in regards to the pet play park, S.W.F.W.M.D. did come out. We are getting a little close to that wetland area, but they came out once before and said it is was ok. We wanted to get a second ok once we had the area staked out. They said that everything looked fine. They have had no issues with it. So, there were no changes made. Worked with Yellowstone also, this is not in the community director report, to see what they can do with any kind of weed control in that area. They are going to take action with getting rid of some of the fire ant beds that are there. We are trying to be proactive and get rid of them before the stuff even gets

installed. Once the fence is installed we will move forward with installation of pavers, installation of a drip line for irrigation, a water spigot, and things of that nature. Once the fence is up we will get moving forward. Also Bob mentioned about the water intrusion in the bowling alley. We are still working on that. I know I have had a couple residents and a couple of Supervisors ask me what is going on because they thought we would have carpet installed by now and everything ready to go. We haven't done that just because there is now water intrusion just north of the area we were working on.

Mr. Costello: Have we spoken again to Bruce?

Ms. Wells: Yes. I talked to the insurance adjuster because we do have an active claim with that that I submitted the first bill we received for \$16,000. We are trying to figure out the best way possible. I talked to Alan this morning. After the meeting I am going to take him back there and show him the bowling alley. There is a couple of options that the contractor is recommending. The insurance adjuster wanted to look at the plans, wants to come out and take a look at things a little further to see what direction we want to go. It is a little disheartening but we do have a couple of different plans and directions we can go. The insurance adjuster said they would be happy to bring out their engineers and things of that sort to take a look at it. We do have a good plan and hopefully that plan will be nipped in the bud sooner rather than later. I think that is all I have right now.

## **2) Consideration of Quote for Installation of Grass Carp**

Ms. Wells: As part of aquatic plant management Applied Aquatic has recommended installing grass carp in various ponds. There was a quote email from the operator for the cost associated with designing, building, and installing the required barriers, along with the cost of the carp. It would be E8 and I have all these labeled out on the map if you want to look at it. It is the pond that runs behind Aberdeen and Thompson Nursery Road. There would not a required barrier there. The only time a barrier is required is if there is an outfall structure to where the grass carp could escape. Once they are installed they have to stay in that area. They cannot travel to another pond or lake. E7 is the one acre pond, which is in Berwick. There would be no barrier installed there. E8 does need a barrier and E7 no barrier. GC8, which I believe judging by the 9 acres is the pond when you come in the entrance on the left side. They haven't given me a map yet with the golf course ponds labeled, but there would be no barrier needed there.

There is heavy hydrilla growth there so it would help control that as quickly as possible. There is also GC10 which is 1.2 acres and a barrier would need to be installed and GC7 three acres with a barrier installed. They took a ride around to look at all our ponds to see which ponds would benefit the most from installation of the grass carp. The stocking rate is 30 per acre. It does require a permit with FWC, which all those costs are included with this, as well. The cost is \$11 per fish. The barrier cost is \$350 per barrier. We will need three barriers at a total of \$1,050 and the carp needed at 30 per acre is 465 carp which is \$5,115 for a total of \$6,165. They also noted the FWC may not allow 30 per acre, so the cost for the fish may be reduced if the permit is lower than 30 per acre.

Mr. Ference: Christine, has this proved to be a very successful way to control the growth with carp?

Ms. Wells: My first dealing with carp was when we were trying to see how we can control the hydrilla growth in the lake. It is highly recommended from people who deal with the carp. I did include in your mailbox an informational piece from UF-IFAS just explaining what carp do and in conjunction with an herbicide treatment it is proved to be very effective just judging from others that dealt with it.

Mr. Ference: Having said that I recommend or I would make a motion that we accept their contract and go forward as soon as we can.

Mr. Costello: My only question is and I have seen and read different opinions on this, could we do like maybe one pond as a test pond and see how that works? Could you talk to Applied Aquatic about that? We have enough growth in these ponds that these carp are going to be huge. I think in the end, I think we are going to have to worry about the carp eating the alligators. There is a lot of stuff out there.

Mr. Plummer: You are totally correct. I have some experience on a golf course that did put grass eating carp in it and after a couple of years you thought there were sharks out there.

Ms. Wells: As you saw in the information piece I gave you they will eat pretty much any kind of plant life they come into contact with. They really like hydrilla, so if we are trying it out on one pond, I would recommend we try it at the pond at the entrance of the community just because there is a lot of vegetation there.

Mr. Costello: Can we talk to Applied Aquatic, and like I said maybe we can use that as a test pond? See if it works out and go from there. I realize it is probably going to be a little bit more because of the fact that we are going to have to apply for these permits and the transport of the fish and all that.

Mr. Ference: How long does it take? Carp are not going to eat them overnight. How long do we have to wait to see if this pond works?

Ms. Wells: They will start eating the vegetation immediately. It would be hard for me to tell, I don't know exactly all the vegetation that is in the pond right now, I can only see what borders. It is going to take a little bit. That six month timeframe seems to be what they tell me all the time.

Mr. Costello: Not only that, Applied Aquatic is going to be in here to treat the ponds. Maybe we can table this until the next meeting. You could talk to Applied Aquatic and like I say maybe we can use one body of water as a test and see how it works out. Maybe wait a month or so and if we see a very rapid improvement we could move on from there instead of spending all the money at once.

Ms. Wells: So, do you want me to move forward with the one or just get a quote on just doing one and bring it back to the March meeting?

Mr. Costello: I will make a motion that we table this until you can talk to the people from Applied Aquatic and then move on next month.

Mr. Deane: Second.

On MOTION by Mr. Costello seconded by Mr. Deane with all in favor the quote from Applied Aquatic for installation of grass carp was tabled until the March meeting so staff could have further discussion about possibly doing a test pond first.

**3) Consideration of Quotes to Paint Thompson Nursery Road Gatehouse**

Ms. Wells: As you can see coming into the community it is definitely in need of a paint job. The three quotes will include pressure-washing the exterior and repairing any cracks, applying primer, and then applying one coat of paint. We received three quotes, one from Bock & Hoefft was \$2,085. We received one from D & D for \$2,700, and then we received a third from Rowny Contracting which was \$2,567.50.

Mr. Plummer: It sounds like Bock & Hoefft won the contract. I make a motion we accept their bid.

Mr. Plummer: Do we know the color?

Ms. Wells: They are very well aware of our color. It would be the same color that would be on there now. It is like a gold color. They know all of our colors.

Ms. Burns: What is the total?

Ms. Wells: \$2,085.

On MOTION by Mr. Plummer seconded by Mr. Ference with all in favor a proposal from Bock & Hoefft to paint the Thompson Nursery Road gatehouse was approved in an amount of \$2,085.

**4) Consideration of Quotes to Purchase Meat Slicer for Restaurant**

Mr. Costello: Quotes to purchase a meat slicer, we can table that for now.

**5) Consideration of 2020 Joint Resident Feedback Survey**

Ms. Wells: At the meeting that LA II CDD had on Friday, Mary presented the survey to her Board members and they approved it as I sent it to you. There was just a couple minor changes with taking reference to ashtonliving.net out and reference to directories. We did take out the frequency of visits for the clubhouse and health & fitness center just as it has been the same each year and it really doesn't do much for what we need. It doesn't provide us much information.

Mr. Krumrie: What did we do with last year's survey?

Ms. Wells: Last year's survey we did paper copies, electronic copies and then a feedback report was done and submitted.

Mr. Krumrie: Did we make any changes as a result of that survey?

Ms. Wells: We always kind of look at the survey to see if there is anything we need to make improvements on. The biggest thing that Matt and I look at is the roads to see if there is areas of the roads that we need to improve. If there is any concerns of landscaping, any facility type maintenance, things that we need to look into. We also look into activities. There is a question on there that if you aren't satisfied with the activities

we provide, what activities do you prefer so that is something that we look at as far as programing and such.

Mr. Krumrie: What kind of changes or what did the survey result in? It is one thing to send out a survey but it is another thing to implement changes as a result of that survey.

Ms. Wells: Like I said we do look at it. If there is any improvement that needs to be made or any activities that need to be done. I know in previous years we have asked about Channel 96 and 732 and found that is the least looked at media so we have since stopped doing Channel 96 I believe last year. So, there are some changes that we made based on the survey results.

Mr. Krumrie: One of the things that I would like to see in the survey as it relates to the staff, I would like some feedback on how the staff is doing in the community. So if something is more specific to the community director, the office manager and things like that. The other thing is I look at the survey questions and there is like three questions in one. For example Nini's at Lake Ashton dining room and patio, I think the patio is cleaned by our staff right?

Ms. Wells: Yes, we are responsible for washing the pavers and the windows.

Mr. Krumrie: And then the dining room could be clean but the curtains are hanging down and broken or whatever so it is not very attractive.

Mr. Costello: You are right on that.

Mr. Krumrie: I think we should look at the questions and not try to answer as three questions in one question. But I am definitely interested in getting some feedback on how our staff are doing in the community.

Mr. Costello: Mr. Krumrie is 100% right as far as the drapes in the restaurant. It is time. I think we definitely need and maybe you can look at some quotes or something.

Ms. Wells: I did present some quotes when we were doing the budget workshop in April about taking down the curtains.

Mr. Costello: That is like a year ago. We can revisit that because of the fact that they are pretty old. The ones in here are, even if you look at them they are not new. I realize we are not talking a cheap endeavor here. We are talking about a lot of money but by the same token we do have to keep this place updated.

Mr. Plummer: I make a motion that we approve the joint survey as amended.

Ms. Wells: Do we need to talk about it at a joint meeting then because they already approved it? We did do our own but at one point they said to do jointly. I just had a question since they approved it if we are amending it.

Ms. Burns: I think you can add questions. I think the question was about staff. I would just keep it specific to staff or this facility and not ask for HFC since that wasn't asked for. You can insert you own question regarding Lake Ashton staff.

Mr. Krumrie: The reason I asked that is Christine and I had a conversation about performance appraisal. She has not had a performance appraisal for quite some time, if ever. We need to get some feedback that would help us do a performance appraisal.

Ms. Burns: My point was more that we weren't including the HFC staff in this because that wasn't the direction from their Board that we were keeping it specific to staff for this building.

Mr. Krumrie: Do we need this approved now or can it come after the joint meeting?

Ms. Wells: Mary and I had discussed sending it out on March 2<sup>nd</sup> and why I asked if we want to wait until the joint meeting or if it's just a change to add about Lake Ashton staff.

Mr. Krumrie: My only reason for saying that is if Lake Ashton II likes hearing suggestions about putting staff questions in there then that might be appropriate to do that for them as well. That is entirely up to them. I just thought it would be easier to do at a joint meeting then here.

Mr. Costello: Since it is a joint survey I think it should be held at a joint meeting. They approved their end of it. We may have additions that we want to make or something of that nature but this way we can have both sides in agreement on it and send it out. If you send it out on the 14<sup>th</sup> I don't think it is going to make that much of a difference.

Ms. Burns: We will add it to the agenda.

Mr. Costello: Christine, do you have anything to add?

Ms. Wells: No that is all I had unless anyone has any questions.

Mr. Ference: All I can say is, Christine, you are doing a great job. We appreciate you very much. Thank you.

Ms. Wells: Thank you very much.

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

Mr. Fisher: Included in the agenda packet is the field operations report. Any questions? I will be happy to answer. In the meantime, I am scheduling staff to go ahead and take care of the some of the algae and mold on the sidewalks around the clubhouse and on the fascia and soffits. It should take us up until the next Board meeting so that will be completed by then.

Mr. Ference: Matt, thank you for keeping Christine on the straight and narrow. You are doing a great job, as well. The place looks good and is getting better all the time. Thanks.

Mr. Costello: Thank you.

**D. CDD Manager**

Ms. Burns: One thing to note the tax exempt applications are due March 1<sup>st</sup>. We are working on adding on all the newly acquired golf course parcels to the applications for both Districts. We will file those and await a response. That is what we are working on. I would be glad to answer any questions anybody might have.

**NINTH ORDER OF BUSINESS**

**Financial Reports**

**A. Approval of Check Run Summary**

**B. Combined Balance Sheet**

Mr. Costello: Financial reports. 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. We don't have anything we have to do with that.

**TENTH ORDER OF BUSINESS**

**Public Comments**

Mr. Costello: Public Comments.

A resident: Back to the restaurant. Whoever wrote the contract for this past debacle does not get to work on the lease this time. Why don't we write one that has everything it in that you all have been complaining about so that we have a restaurant

when the snowbirds leave? Every year the people that are here over the summer have no restaurant because everybody else was unhappy. Let's write a lease that says what you want it to say and let's send more than one person to present to whatever restaurant you think you can get to come here.

Ms. Goldstein: Good afternoon. I think all the commissioners received a letter and I apologize that I only sent you a copy of last year's permission slip for the parents because it is May when they are going to have the prom so that isn't completed yet. Did everyone get a copy of the letter? Do I need to read it for you? No. Ok. You can see where they have to earn the right to go, it is not just a given to attend the prom.

Mr. Deane: On your request, do they need half the ballroom or the whole ballroom?

Ms. Goldstein: There will be about 150 people so that is going to be up to Matt. When I get the official number I will talk to Matt. It is a Saturday morning. So, I don't think anybody is going to be in here at that time. Is that correct, Christine? She was the one that gave me the availability days.

Mr. Costello: Just for clarification so that everybody knows what you are talking about at this time, let me read the letter. It says, Dear Board of Supervisors, I am here today to ask the Board to waive the fee for use of the ballroom to allow Victory Ridge Academy to have their prom at Lake Ashton. The date given to me for availability is May 15, 2020 from 10:00 a.m. to 2:00 p.m. Also to allow the school to come in the night before to decorate. I have included the parental permission letter that explains the criteria the children need to meet in order to attend. Thank you for your consideration. It is signed

by Ms. Goldstein. I believe that just about everyone here attended Monday Morning Coffee when the Victory Ridge Academy was here. We realize what is going on there.

Mr. Deane: I make a motion that we waive the fee for their prom.

Mr. Plummer: Christine, is the ballroom available the night before?

Ms. Wells: On Thursday there are square dance lessons. We did reach out to Keith Stevens and asked him if it would be ok for them to decorate while they are square dancing and he indicated it would not be a problem.

Mr. d'Adesky: A couple questions before we vote. Is the school a non-profit and they are paying for the cleaning of the room?

Ms. Goldstein: Yes. They will stay and clean. They bring their own food and there is no alcohol. Is there anything specific you need done? Christine and I can get together and you can tell me what needs to be done.

Ms. Carpenter: I think the Board needs to consider any cost that the District incurs for cleaning if there is anything in excess of normal. They can clean up after themselves, but, Christine, I don't know if there is anything extra we do after an event of that size with garbage and everything else. Waiving the fee is good, we just don't want to have a cost borne if it is excess by the residents.

Ms. Wells: If there is any additional cleanup it is usually deducted from the refundable damage deposit that is on file for any given event.

Mr. d'Adesky: How about do a deposit that is refundable? How much is it usually?

Ms. Wells: Usually the deposit is \$1,000.

Mr. d'Adesky: Do a reduced on at least something.

Mr. Deane: Maybe \$500 and 100% refundable?

Ms. Goldstein: I think we could get sponsors to help with that. The school would not have that kind of money I don't think.

Ms. Wells: It would be refundable. It would just need to be paid in advance. We get that question all the time, can you hold a check. We don't. We deposit it and then we reissue a check.

Ms. Carpenter: I think that protects everyone.

On MOTION by Mr. Deane seconded by Mr. Krumrie with all in favor the rental fee for the ballroom was waived with a \$500 refundable deposit for Victory Ridge Academy for their prom in May 2020 was approved.

Ms. Goldstein: Thank you for your consideration. I appreciate it and the school will, too.

Mr. Costello: We hope they have a good time.

A resident: Lot 412. First I would like to commend the Board on the selection of the new engineer. Looks like he is on top of the pond issues and the flooding on Dunmore. I am anxious to hear what he has to say on that. Several years ago we approached the developer about having a fountain in the main pond out front by the Thompson Nursery Road and they showed no interest in putting in a fountain. I am thinking that might be something you would want to consider in next year's budget. I think it would enhance the beauty of the development. Lastly I would like to be included in the joint meeting on the 13<sup>th</sup> of March to present both Boards with a petition that has been circulated regarding the CDD Board for our community. Thank you very much.

**ELEVENTH ORDER OF BUSINESS**

**Supervisor Requests/ Supervisor Open Discussion**

Mr. Costello: I have a couple of items myself. One of the things that we have noticed is that the golf carts in the community and I don't want it misunderstood that we

want to legally patrol all of the golf carts or anything, but we would like to put some sort of identification for the carts. We have had situations where the golf cart has broken down. It is left on the side of the road. We have no way of identifying the thing. It was brought up at CDD II meeting on Friday. Is there anything legally that we can do in order to have these carts identified?

Mr. d'Adesky: We have zero actual authority over that. The only thing we could do is voluntarily ask people to comply with something with zero ability to enforce it.

Ms. Burns: I think related to the roads there was some discussion at Lake Ashton II that was related to use of the cart paths and bridges and parking lots. That is what that discussion was related upon. They did approve a registration that if you were going to be using the cart paths and bridges you had to register your cart.

Ms. Carpenter: It also is something that helps the cart owner that if it is broken down or someone sees it somewhere where it shouldn't be, it can help them at the same time. We will talk to Lake Ashton II.

Mr. Costello: It is not just breakdowns. Within the last few weeks or actually last week or so we had a scenario where a situation where Mr. Robertson, the Chairperson for the other CDD, was right outside here and darn near got run over by the thing. We also had one stolen out of Lake Ashton recently. We are more or less just trying to help the people. Maybe you could look at it legally.

Mr. Plummer: I think that LA II also, their program there is no cost to the resident. It is just a matter of doing the paperwork and receiving the identifier.

Ms. Burns: The language in the policy that they adopted and was shown to this Board today is all golf carts must register at Lake Ashton II Health and Fitness Center which includes signing a liability waiver and display of the appropriate decal when using any of the amenities within Lake Ashton. This would include cart paths, bridges, parking lots and the golf course. If not properly displayed the golf cart owner will be asked to leave the venue. That is what the language of that is.

Ms. Carpenter: Will Lake Ashton II be setting up stickers for the use of the golf carts for the entire community?

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Lake Ashton CDD

Ms. Burns: Yes.

Ms. Carpenter: That should cover the concerns on the roads here.

Ms. Burns: Correct.

Mr. Deane: My suggestion is you make the people put the lot number on the cart.

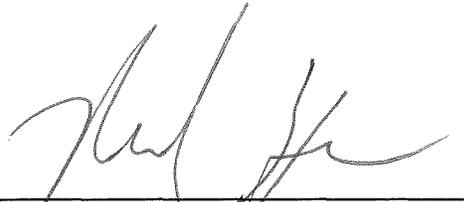
Mr. Costello: Anybody else have anything? Ok we don't have Bob here.

Mr. Plummer: In the absence of Bob I make the motion to adjourn this meeting.

**TWELFTH ORDER OF BUSINESS**

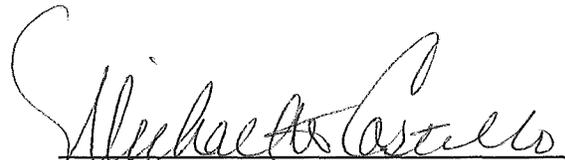
**Adjournment**

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



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Assistant Secretary/Secretary



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Chairman/Vice-Chairman