

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

A communications media technology meeting of the Board of Supervisors of the Lake Ashton Community Development District was held on Monday, July 13, 2020 at 10:00 a.m. via Zoom video conferencing, in accordance with the Office of the Governor, Executive Orders 20-52 and 20-69, due to the COVID-19 virus.

Present and constituting a quorum were:

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

Also present were:

Jill Burns	District Manager, GMS
Jan Carpenter	District Counsel
Matt Fisher	Field Operations
Christine Wells	Community Director
Alan Rayl	District Engineer
Kristen Trucco	District Counsel
Residents	

The following is a summary of the discussions and actions taken at the July 13, 2020 meeting, and a copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call and Pledge of Allegiance

Ms. Burns called the meeting to order at 10:07 a.m., called the roll, and the pledge of allegiance was recited. All five Supervisors were present.

SECOND ORDER OF BUSINESS

Approval of Meeting Agenda

Ms. Burns presented the approval of the meeting agenda and asked if there were any changes that needed to be made. Hearing none,

On MOTION by Mr. Deane seconded by Mr. Plummer, with all in favor, the Meeting Agenda, was approved.

THIRD ORDER OF BUSINESS

Public Comments on Specific Items on the Agenda (the District Manager will read any questions or comments received from members of the public in advance of the meeting)

Ms. Burns noted that she had received a public comment that was requested to be read prior to the meeting from Pete Prescott at 4003 Ashton Club Drive. The comment read, "Good morning, I am forwarding my comments to both the Board and Staff because the submissions are a few hours tardy. I am asking that the attached document be read during the July 13th Lake Ashton CDD Supervisor Zoom Meeting. CDD II will be initiating golf cart registration next week. This mandate will require all LA residents to register their carts with CDD II if they desire to use cart paths, bridges, ponds, and parking lots incorporated within the boundaries of the LA CDD II and golf course here at Lake Ashton. Per the LA CDD Supervisor's email that was released July 9th, by signing the registration form Lake Ashton residents will be agreeing to comply with all Lake Ashton Golf Course Policies and Florida Traffic Statutes pertaining to golf cart operation. However, contained within the document entitled 'Lake Ashton Golf Course Policies', adopted February 7th, 2020, and then revised March 13th, 2020, and then July 2nd, 2020, the following disturbing passage appears: *'Use golf course at own risk. All non-golfers who enter the golf course and/or utilize pathways, bridges, and/or ponds, either as a pedestrian or with a golf cart, herein after defined shall do so at his/her own risk. Assume all risks associated with entering property playing golf, including but not limited to, errant golf balls and golf clubs, and shall indemnify, defend, release, and hold harmless, and forever discharge the LA CDD, LA II CDD, their present, former, and future supervisors, staff, officers, employees, representatives, agents, contractors, and any other owners of property on which golf course facilities may be located, from any and all liabilities and demands, whether known or unknown, in law or equity, for any and all loss, injury, damage, death, theft, real or personal property damage expenses, including attorney's fees, costs, and other expenses for investigation, and defense, and in connection with, among other proceedings, alternative dispute resolutions, trial, court, and appellate proceedings, and*

harm of any other kind or nature arising of, or in connection with, the use of the Lake Ashton Golf Course including any and all pathways, bridges, ponds, and parking lots by the individual, his or her guests, and his/her family members, including but not limited to any errant golf balls or golf clubs'. I am not a lawyer, but it seems to me that the current format and wording of this new registration form just attempts to hide the same indemnification information policy that appeared in the original release registration form that drew so much resident indignation when released a month or so ago. I would ask that the issue of the above referenced indemnity hold harmless clause of the Lake Ashton Golf Course Policy be brought before the Public Forum of the Lake Ashton CDD Supervisors and residents and discussed. I further request that included in this meeting, that the Lake Ashton CDD staff lawyer provide a further discussion of potential future legal implications of signing the LA CDD II Golf Cart Registration Form. Thank you, Pete Prescott".

Ms. Burns noted that there were other public comments to be heard as well.

Steve Realmuto commented on two different agenda items. The first comment was regarding the Fiscal Year 2019 Audit Report on page 22 of the audit under "Golf Course Acquisition". He noted that there was a typo in the phrase, "Both the district and Lake Ashton II will share the costs of operation and maintenance of the golf course". Realmuto noted that it should say *only* Lake Ashton II was responsible for the costs of operation and maintenance of the golf course. He added that the statement did not appear in the Auditor's Report for Lake Ashton II, and suggested only accepting the Auditor's Report after the substantive error was corrected. The second item that Steve mentioned regarded the restaurant RFP, and the concern about the safety of the community when "mom-and-pop" restaurants operate without the community's well-being in mind by not operating in accordance with the CDD. Mr. Realmuto suggested that when the district accepted RFP's that a good way to go would be with operation, and especially management companies. Mr. Realmuto ended by saying he had reviewed the existing RFP and quoted from page 4: "...the ability to efficiently execute to-go orders is desirable", saying that it should be added in that to-go orders are required, and that deliveries are highly desirable.

Ms. Burns then introduced another resident, Tom Scali, and requested approval for Mr. Scali to display a presentation. Mr. Costello denied the request, supporting the fact that they had not given previous residents the same right. Therefore, to be fair and consistent he only approved commentary.

Mr. Scali commented that Lake Ashton CDD I was older than CDD II and that COVID-19 cases were on the rise, stating they were at “15,299 in a single day, and deaths were at 120 in one day”. With the support of those facts, Mr. Scali asked why CDD I had less entry requirements than CDD II, such as the guidelines for the indoor pool in CDD II where contact monitoring, temperature checks, no guests, sign-ins, and sanitation regulations. Mr. Scali was also concerned with the fact that policies and procedures within the CDD could change without a Board meeting or residential input, and with the fact that both CDDs are one community and should have the same guidelines. He also added that he and his wife, as well as other residents, did not feel safe enough to go to the clubhouse in CDD I because of the different procedures and guests being allowed. The “enter at your own risk” policy did not sit well with Mr. Scali and added that it was problematic. Mr. Scali requested that the Board implement the same policies for both CDDs.

Lastly, Bob Ference had a statement from one of his neighbors Dottie Miller that could not make the meeting and spoke on her behalf. Ms. Miller wrote that she was concerned about the toilets in the ladies’ restrooms and requested that they be changed to comfort height or as they are more commonly known, handicap, due to the high volume of older residents with physical problems, such as knee and hip replacements. Ms. Miller also requested that grab bars be put in place as well. She asked what the policy was on alligator removal, and that if there was not one that there should be in the future as many residents have seen them while riding bikes and playing tennis. Ms. Miller noted that at other districts they had set length limits of alligators to 5 feet before removal.

Ms. Carpenter responded by stating that Florida Fish and Game would remove any alligators over 10 feet long, but that the Board could possibly look into setting their own length limit if need be.

Mr. Fisher responded to the toilet situation by saying he thought that all toilets had been changed out to 18-inch toilets and he would see about getting handrails installed and would let Mr. Ference or Ms. Miller know.

FOURTH ORDER OF BUSINESS

Unfinished Business

There being none, the next item followed.

FIFTH ORDER OF BUSINESS

New Business/Supervisors Requests

A. Acceptance of the Fiscal Year 2019 Audit Report

Ms. Burns presented the Fiscal 2019 Audit Report which stated that there were no instances of non-compliance that would qualify the district for financial emergency per page 29 of the report. Ms. Burns noted it was sent to the state as of June 30th, and she asked the Board to accept the 2019 Audit.

Mr. Plummer interjected that he would not accept the audit with the misprint, and Ms. Carpenter corrected him that the CDD did have obligations to maintain the boardwalks and pathways, meaning the CDD did have to maintain insurance and costs. She clarified that it would be better to have a letter released clarifying the details of the CDD's financial obligations.

Mr. Deane made a motion to accept the Audit per the legal instructions of the lawyer.

On MOTION by Mr. Deane seconded by Mr. Costello with all in favor, the Fiscal Year 2019 Audit Report, was approved

B. Consideration of Request for Proposals (RFP) for Restaurant

i. Additional Restaurant Information (*provided by Supervisor Deane*)

Ms. Burns noted that the consideration was included in the Board Members' packages and clarified that this RFP allowed for management or a lease agreement, letting the Board consider both options. Ms. Burns presented options that the Board had previously discussed including restaurants being open 7 days a week. Mr. Krumrie rejected that option, stating that the option should be available to the operator to choose how many days, as well as the types of meals and the portions.

Ms. Burns offered input, saying that the lease option would let restaurant operators choose. Ms. Carpenter clarified that there were three different options; a lease agreement, a management agreement that includes tax implications and restrictions, or the CDD hiring their own manager and running it internally.

Mr. Krumrie asked what the tax implications would be if they took the management route. Ms. Carpenter explained that it included bond lawyers approving management agreements, and they could not operate a public facility for personal profits due to using tax-exempt government proceeds. Under the management route, it would be difficult to undergo due to being a public entity as opposed to private entity. Ms. Carpenter concluded that the CDD would have to look at the proposal to make sure it was an available option. She added she did not know the difference in the RFP for management versus lease agreements.

Mr. Krumrie responded that the difference was in who was financially responsible.

Mr. Costello stated that bringing other people in has been unsuccessful in the past because they are paying \$13,000 in taxes, and they could never find the right combination. He added that a management company might be better because there was the possibility of better communication and cohesion.

Ms. Carpenter clarified with Mr. Costello that he thought it would be better with a management *company* and not a management *agreement*, to which he said yes. Ms. Carpenter said that the real key was that the CDD could not make it a net profit, instead being a combination if profit and that it would still have to be signed off by a tax lawyer.

Mr. Krumrie presented a hypothetical situation in which they hired a management company for a flat fee with an incentive for a bonus if they achieve certain goals. Ms. Carpenter stated that it was a possibility, but that it would still have to be approved by a tax lawyer.

Mr. Costello asked Ms. Burns if she had any other CDDs that used management companies, to which she responded Arlington Ridge had a management company. Mr. Costello asked if they have had success with it, and Ms. Burns said they did. He then asked what would happen with the liquor license, to which Ms. Burns answered that the district would apply for the license. Mr. Krumrie asked how long a contract would be with

a management company, and Ms. Carpenter clarified that the CDD could have different term agreements for longer or shorter terms.

Mr. Costello asked if there would be a clause in the contract as a protective measure that the lease could be terminated if things were unsuccessful. Ms. Carpenter replied that yes, they could do that as well as have a set timeframe for the management company to be involved. Mr. Costello then asked if there was a good management company to use. Ms. Carpenter replied that Billy Casper was already on-site and they oversee restaurants as part of their golf course operations.

Mr. Costello interjected that he was told they would not do that, to which Ms. Carpenter said that she had spoken to Michael Cooper about it already. Mr. Cooper said that they only take over a few restaurants that are not affiliated with the golf course, but that because they were already on-site in Lake Ashton it could be a viable option. Mr. Costello said that they should send in an RFP to Billy Casper and that he would like to see a company that would be successful.

Ms. Carpenter said that she would look into different companies as well, including those working for surrounding districts as well as those working for local colleges. Ms. Burns asked if the lease option should be removed from the RFP, and Mr. Krumrie said he would still like to see both, with Mr. Costello agreeing.

Ms. Burns noted the RFP Question deadline would July 31st, so if there were any questions, they needed to be submitted prior to that, and that the due date for the proposals would be August 7th. That would mean that they would be coming in in time to go in the Agenda Package for the August meeting. Mr. Krumrie asked when the RFP would go out, and Ms. Burns said that if the Board approved it, it would be placed in the paper by the end of the week. Mr. Krumrie said that the timeframe would be a little tight, so Ms. Burns moved the deadline for proposals to August 12th.

Ms. Burns asked if there were any more questions, and Mr. Krumrie asked Ms. Burns to clarify that RFP would not only be advertised in the paper, but also sending them to potential management companies, to which Ms. Burns said yes. She also stated that if Board members had a specific company that they wanted it sent to, that that could be arranged.

Ms. Carpenter asked if any operating parameters needed to be changed for clarification, such as if they did go with a management company, that the CDD would be responsible for things such as propane, cleaning and pest control. Ms. Burns responded that they could insert something such as that terms are flexible depending on the structure.

Mr. Costello interjected that he thought that the CDD would still be responsible for everything, to which the Board said yes. Ms. Carpenter reiterated that it would only be put in an agreement for clarification that the CDD would be responsible.

Mr. Ference asked about what would happen with to-go orders, Ms. Carpenter said that they could add it in to the agreement. Mr. Costello said that delivery was important too, due to the past several months. Ms. Carpenter responded that hopefully the CDD could get a management company to do that, but did not want to put that as a constraint. She added that it was a possibility to get a management company in and make a deal with a business such as Door Dash to cover delivery.

Mr. Plummer interjected that it should be a requirement that deliveries are available, and that they could decide at a later time how the deliveries would work.

Ms. Burns stated that when she was having the discussion with Billy Casper, they said that they asked for the financials of the restaurant, such as operating costs and profit and loss, and put a proposal agreement together to show the financial risk involved for the Board. She added that this might be an issue because Billy Casper won't have history to go off of because it has always been operated under a lease agreement, so they would have to go off of what they are given.

Ms. Carpenter added that she did have some financial history from previous agreements from the past few years that she could send to Ms. Burns, to which Ms. Burns said yes. Ms. Burns asked if there were any other changes to the RFP. Hearing none,

On MOTION by Mr. Costello seconded by Mr. Deane with all in favor, Agreeing to the Request for Proposals, was approved.

**C. Discussion Regarding COVID Procedures at the Clubhouse
(requested by Supervisor Ference) – Added**

Ms. Burns presented the next item on the agenda regarding COVID procedures at the clubhouse, as requested by Mr. Ference. Mr. Ference lost partial connection, so Ms. Burns asked if any other supervisors wanted to interject on the subject regarding the email that was sent out by Tom.

Mr. Costello stated that he and Ms. Wells spoke with Tim Essics and Mary Boswell and that some of the reasons that the policies and procedures were different for each clubhouse were due to the fact the buildings were configured different, such as room size. Mr. Costello added that as far as taking temperatures, the CDD simply did not have the adequate amount of staff to be able to take the temperatures of all residents that visit the building.

Mr. Plummer interjected that while he agreed with Mr. Costello, they have to rely on people's common sense to a certain degree. Mr. Krumrie added that the CDD should still allow guests. Mr. Ference asked why it was a successful implementation at Lake Ashton II, but that it was difficult to do the same in Lake Ashton I. Discussion ensued among the Board.

Mr. Costello answered that taking temperatures was irrelevant because someone could have it and not have a temperature. Mr. Ference responded that it is better to be safe than sorry.

On MOTION by Mr. Krumrie seconded by Mr. Deane, with Mr. Ference opposed and four in favor, the Discussion to Keep COVID Procedures at the Status Quo, was approved 4-1.

SIXTH ORDER OF BUSINESS

Monthly Reports

A. Attorney

Ms. Carpenter presented that the restaurant was over and that the final walkthrough and check had went out the previous Friday. She thanked Ms. Wells for dealing with the brunt of the situation.

B. Lake Ashton Community Director

Ms. Wells presented the revised Community Director Report by adding a Project Tracking List, and discussed the restroom refurbishment. She added that she and the designer had given the contractor the selected tile samples and that the remodel should start in the last week in July, starting with moving the partitions, and then starting on tile work the first week of August. Ms. Wells also stated that the contractor was there currently uninstalling items in the bowling alley in preparation for the well point system being installed. Foyer furniture had also been ordered and should arrive mid- August. Ms. Wells added that 494 electronic surveys had been submitted, and listed other projects that were currently being worked on as well, such as deep cleaning the restaurant as a result of flooring replacement, plant replacement at the CDD entrance, and maintenance with Yellowstone of the area behind Ashton Palms Drive. Ms. Wells also talked to Applied Aquatics the week prior and informed the Board that she is waiting on an update, but that she also misinformed the Board previously that there was not a permit needed. Instead, a permit is indeed needed for the fish install the fish per FWC. Trees were trimmed in the conservation area, as previously discussed in the last Board meeting, and Ms. Wells concluded that the Pond 16 project was completed.

The Board unanimously agreed that the new layout of the Projected Tracking list was more appealing and easier to follow.

i. Consideration of Quotes to Replace Vanity in the Fitness Center

Ms. Wells discussed the quotes given to replace the cabinetry, sinks, and countertops at the fitness center, saying that they were quite expensive, being over \$10,000. One quote was \$10,000 just for the cabinets themselves, therefore she came to the conclusion that the major complaint about the vanity was the countertops. Ms. Wells obtained two quotes for replacing the countertops and sinks, the cheapest one being from Wholesale Granite, totaling \$4,685.05, the other coming from Golden Marble for \$7,430. Ms. Wells presented that there was a memo included that had pictures of each vanity. One picture included the men's hallway restroom, and Ms. Wells suggested that they could leave the portion of countertop that is right above the cabinets. She also mentioned

a request from Mr. Krumrie who wanted 3 sinks in the men's restroom, noting that the cost would go up for the additional sinks and plumbing for installation.

Mr. Krumrie added that the only reason he mentioned the change was due to the increasing volume of people coming to the CDD in the next years to come.

Ms. Wells agreed with Mr. Krumrie and mentioned that the cabinetry in the men's hallway restroom would have to be altered to accommodate a third sink. She noted that Mr. Fisher did talk to Baynard, the current plumbing company, and they said that additional sinks could be added by tapping into the current pipes for the other sinks. Ms. Wells added they could save a little money by cutting off part of the countertop in the men's hallway restroom, and by also using the existing vanity in the Fitness Center and only adding 1 additional sink and a new countertop.

Mr. Krumrie asked if the same cutting off portion would be done to the women's restroom, to which Ms. Wells replied yes, because that portion is rarely used and the designer said it was unnecessary space.

Mr. Costello mentioned the prior request of putting rails in the stalls, and Ms. Wells said that she would look into the cost of that and bring it to the next meeting, or they could do a not-to-exceed number that day. Mr. Costello requested that they do it today. Ms. Wells said that they should be about \$100 each, and asked if they should be installed in all stalls or only in the handicap stalls, to which Mr. Ference said they should be in all of them. Ms. Wells said she would have the installer look at all the stalls to see if there was enough room. Mr. Plummer agreed with Mr. Ference that they should all be done. Ms. Wells said she would bring back more information at the next meeting, and asked if she should move forward with the countertop replacement only, or cabinetry and countertops, to which Mr. Costello mentioned that the men's cabinets in the Fitness Center were separating from the wall. Ms. Wells said that yes, there was an installation error, but that when they would be reinstalled after the tile project, they would be properly affixed. If they could not be repaired, she would come back to the Board about changing those cabinets.

On MOTION by Mr. Plummer seconded by Mr. Costello with all in favor, the quote from Wholesale Granite for the Countertops and Additional Sinks totaling \$4,685.05, was approved.

ii. Consideration of Installation of New Faucets

Ms. Wells asked if the Board wanted to approve the installation of new faucets, which was mentioned at previous meetings. She added that she looked up hands-free faucets as well, the cost ranging from \$100 to \$300 for each faucet, totaling between \$1,100 and \$3,300. This would include replacing faucets in the restrooms by the cinema and dressing rooms.

The Board unanimously agreed it was a smart decision to do hands-free faucets due to water conservation as well as COVID.

Mr. Costello gave a not-to-exceed amount of \$2,500.

On MOTION by Mr. Costello, seconded by Mr. Plummer with all in favor, the Approval for the Installation of Handsfree Faucets, with a not-to-exceed amount of \$2,500, was approved.

C. Engineer

i. Consideration of Stormwater Repair at Dunmore and Mulligan – Added

Mr. Rayl started off by discussing the Mulligan and Dunmore Drainage Project. He explained that the original contractors were not able to meet the schedule for getting the project started, but that he was able to get a committed bid from another contractor that if they were able to be authorized today, they would be on-site by July 15th. Mr. Rayl noted that the quote from this contractor was higher than what the Board had previously authorized due to the pandemic's effect on material prices and work stoppage at the factories that make the materials. The quote was sent to Ms. Burns and was placed in the agenda packets provided at the meeting.

Mr. Krumrie asked Mr. Rayl if the concrete replacement in the quote that included a sidewalk and cart path along the roadway was on the West side of Dunmore to the East of Mulligan, to which Mr. Rayl responded yes. Mr. Rayl clarified that it started from the inlet on Dunmore, going south, then west through Mulligan, ending where the yard drain overflows over the cart path along the roadway.

Mr. Krumrie asked if any of the car path would be removed that runs east and west beside the practice green, and Mr. Rayl said that it was not anticipated, but that it might occur if the cart path is damaged during the piping process due to the storm drain being close to it.

Mr. Costello asked if any of the cart paths would be replaced behind some of the houses, to which Mr. Rayl answered no.

Mr. Krumrie asked why some of the golf course key boxes are being removed. Mr. Rayl answered that it would save them on pipe materials because it would allow the contractors to shorten the amount of replacement pipe by allowing them reuse some of the old pipe so that it would not be replaced all the way down to the pond area. Mr. Krumrie also asked what would happen to the bridge that goes to those boxes, and Mr. Rayl stated that the new piping would stop at the bridge. Mr. Krumrie asked Mr. Rayl's opinion on the price, to which he answered that he thought it was a fair price and that there were no unrealistic prices in the quote. The only portion that he noted on going a cheaper route with was possibly going through the golf course to get a cheaper source for sod.

Mr. Krumrie asked if Mr. Rayl had any other experience with screening the contractor's prices, and Mr. Rayl replied that he had not with this specific firm, but that previous firms that they had worked with highly recommended them.

On MOTION by Mr. Costello seconded by Mr. Deane, with all in favor, the Stormwater Repair at Dunmore and Mulligan, was approved.

Mr. Rayl moved on to other items regarding the bowling alley, stating that the contractor is going to give him their plans for layout and design for the well pointing system. He added that he did caution the contractor that there is a limited amount of clearance below the floor and above the ball return, and the contractor said that they would get back to Mr. Rayl and give him details to look at before starting any work.

Mr. Rayl also stated that they have been assessing approximately 10 miles of curb line around the community, as well as the pavement in between, for the pavement inventory assessment. Mr. Rayl noted that he was also notified by Mr. Goldstein about 4324 Heath Lane's pavement replacement, and asked if Mr. Fisher was involved in that

repair. Mr. Fisher responded that he went to get asphalt patch from Home Depot and patched the area. Mr. Rayl noticed that the repair was in the middle of a previous patch. While further looking into the issue, Mr. Rayl concluded that it was most likely a pipe joint failure and that they should keep an eye on it.

Mr. Plummer added that the patch that was just put in place was already starting to recess. Mr. Rayl recommended that they get a contractor involved to get a repair made.

Mr. Rayl moved onto other items including Pond 16 at Turnberry, noting that the contractor completed the project satisfactorily. He added that he sent the invoice to Ms. Wells, and asked that the Board approve the payment to the contractor. Mr. Rayl also noted that a letter was written to Swift Mud regarding residents on Macarthur wanting to construct features on their lots, stating that the District did not object to whatever they were doing as long as the work was done on their personal lots. The letter was acceptable to Swift Mud, as well as the homeowners.

Mr. Rayl discussed that the field work was completed in assessing the bridges and drainage plumes of the 13 bridges, concluding that 8 bridges will need stabilization at the approach corners in order to stop existing and future erosion. He would get the solution in front of a contractor to give them a quote to apply the stabilization efforts on corners of the bridge approaches.

Mr. Rayl also noted four drainage flumes needed replacement, and that they would be quoted by a contractor as well.

Mr. Krumrie asked if the East course bridges needed to be sealed as well as have runners installed because the West course bridges were having both of those items completed. Mr. Rayl said that it was advisable, also noting that a portion of the bridge decking was in need of replacement on a couple of bridges. He was working with 2 wood bridge builders on what the specifications are for the running planks down the bridges.

Mr. Krumrie requested that Mr. Rayl explain the purpose of the runner planks and how they affect the length and service of the bridge.

Mr. Rayl explained that the live load is transferred to every deck board and that there is an impact every time the wheel hits a board. The planks that run the longitudinal length of the bridge take the wheel loads and all of the friction load and live load impacts off the deck boards and transfers it to the planks. Therefore, the planks become the

wearing surface for the tire action and can extend the life of the bridge decking by taking the abusive loads off the structural load off the deck boards and transferring it to the running planks. He noted they did have a downside due to the creation of one singular travel-way down the bridge and a passing maneuver would have to be enforced during installation.

Mr. Krumrie asked what the cost would be, and Mr. Rayl said that he had only received a copy of the quote that CDD II had received for the same work, but had not the specifics of the quote itself other than the dollar amount, which was \$50,000. Mr. Krumrie asked if he could look into that as well as a quote to seal the bridges as well, and Mr. Rayl replied yes. After Mr. Krumrie asked about the pricing on flumes, Mr. Rayl advised that they not do the flumes because they are only good in controlled situations. He clarified that he would be getting a quote for the installation of a geo-tech style fabric as well as small riprap for holding soil and stopping erosion while still letting water flow. This would be more cost-effective than the flumes.

Mr. Rayl concluded discussion by noting of four hole closures due to high water levels from the previous weekend. Swift mud had sent a letter to the landowner at the Lake Ashton outfall, and Mr. Rayl clarified he would forward the letter to Ms. Burns so that the Board could have copies as well. The letter, which was a Notice of Unauthorized Agricultural Activities, regarded Swift Mud getting access to the landowner's property so that they could get to the outfall that they had altered. Swift Mud gave the owner 14 days to respond so that they could evaluate the crossing.

Mr. Rayl responded back to the letter thanking them for keeping him in the loop and informing them that, due to the high lake level of Lake Ashton, the golf course and ponds are compromised, and that they did not have the stormwater volume needed to offset a large rainfall event. This would make them at a reduced capacity.

Mr. Krumrie asked if the outfall restrictions had done was raise the water table, and Mr. Rayl clarified it was not the water table, but the surface level of the lake. He added that all the lakes that front Lake Ashton are controlled by the tailwater condition, and if that lake level is high, it holds that water level to the levels in the ponds. Now that levels are so high, this is not an option for them to drain out, therefore, Swift Mud needed to take action.

Mr. Krumrie asked if the issue was caused by construction put downstream. Mr. Rayl responded that the previous steel pipes that had been there were blown out in one of the storms in the past couple years. The pipes had been replaced with one PVC pipe, and the installation might have been out in too high or the pipe was undersized, therefore causing a drainage issue. It is also impacting the established water levels of the lake.

Mr. Krumrie asked what would happen if the landowner did not respond before the 14-day deadline, to which Mr. Rayl responded that the legal portion of Swift Mud would become involved. He added that that was the reason he was keeping a paper trail of complaints and emails and letters that had been sent. The letter from Swift Mud asked that District Staff be contacted for a site visit, as well as a written response within 14 days from the date of the letter, which was the 9th. The letter also stated, "In order to resolve this at the staff level and avoid referral to the District's Office of General Council, the owner must cooperate with District Staff".

Mr. Krumrie thanked Mr. Rayl for staying on top of the situation. He also mention that he mentioned the water table because the company that is doing the well points in the bowling alley made a comment about the water table being a little higher than normal due to the fact that Lake Ashton cannot drop to its normal route, therefore causing part of the issue.

Mr. Rayl responded that there are two water table for the lake, and they are currently at the seasonal high-level water table. There is also the possibility of influences within the lake, with things such as ditches, that could alter the water table.

Mr. Krumrie added that the water levels were also starting to affect the clubhouse.

Mr. Rayl agreed and added that it was also affecting the roadways, and that all of the issues were tied together. When walking along the roadways, he had also noticed that there was water coming from below in the cracks in the asphalt.

Mr. Rayl asked if anyone had any other questions. Mr. Fisher asked if Mr. Rayl was going to contact the contractors for the Heath Lane asphalt issue, and Mr. Rayl said that when the contractor starts on the Dunmore and Mulligan Project, he will have him look at the asphalt as well to get a quote.

D. Field Operations Manager

Mr. Fisher updated the Board about the Boulevard Detail Crew, noting he contacted Yellowstone about overgrown hedges that would be taken care of. He added that they will be replacing three umbrellas within the dog park because the old ones were destroyed by wind. Mr. Fisher noted that he is on maternity leave through the next week but that he is still available through email until then.

Ms. Carpenter added that it would be a good idea to make sure that the new umbrellas are put back down after each use to prevent damage from occurring on the new ones.

E. District Manager's Report

Ms. Burns informed the Board that the next Board meeting would be August 17th, and during that meeting, they would adopt the budget for the next Fiscal Year. Due to there being no increase, there would be no need for a mailed notice. Ms. Burns asked if anyone had any questions.

Mr. Costello asked what the Board would be doing about the joint meeting with CDD II, and Ms. Burns responded that it was scheduled for August 21st.

Mr. Costello asked if it would be on Zoom, to which Ms. Burns replied that it would most likely be over Zoom due to the way the number of cases were increasing daily.

Ms. Carpenter interjected saying that the governor did extend his executive order declaring an emergency through the end of August. Ms. Burns said they would figure it out.

SEVENTH ORDER OF BUSINESS

Financial Reports

A. Approval of Check Run Summary

Mr. Krumrie asked what the payment was for the water pumps listed for \$31,000, and Ms. Wells responded that it was the deposit for the well point system that was submitted to insurance. She also noted that everything was covered under insurance based on the invoices she submitted, and that there was a \$2,500 deductible. She also

submitted a Sworn Statement of Loss as well. The district would be receiving a check at the end of August for those expenses.

Mr. Krumrie asked why there was an approximate total of \$9,000 for the month of May designated to “entertainment”. Ms. Wells responded that the pop-up marketplace was coded as “special events” because they had paid the invoice out of that account, and the money coming in went to that account as well. Mr. Krumrie thought it was a bit misleading.

Mr. Costello interjected that he agreed and that things have been mislabeled, making it hard to determine where the money was actually going.

Ms. Wells said that she would have a different code created and take everything out of the coded “events”.

Mr. Krumrie also noted that in the financials, the “golf course purchase” still showed as an expense, which shows that the district is overbudget by \$115,000 when the district is not. He requested that the transactions be timelier. Ms. Burns noted that that payment was due for the next fiscal year. Mr. Krumrie moved on to the current fiscal year, and said that the expenditures on it were \$217,000 overbudget, to which Ms. Burns said that it was not a budgeted line item when the budget was adopted. Mr. Krumrie asked if it could be shown as a capital expense.

Mr. Costello asked how many contracts they had with Brighthouse, and Ms. Wells responded that there were a few different ones: Wi-Fi, business telephone, and a bundle package for TV and internet. She added it came as one bill but that there were multiple accounts. Mr. Costello said that on June 10th, they paid them twice, and Ms. Wells responded that it may have been the way the months got split up but that she would check and see.

Mr. Costello added that things needed to be labeled correctly from now on so that everyone can see where the money is going.

Ms. Burns said that it would be changed, but that the reason they had done it that way was so that the items were coded under lines that were already included in the budget.

Mr. Costello added that “supplies” should be separate from the “pop-up market” account so that any supplies purchased would be an expense incurred and the “pop-up market” would zero-out. Ms. Burns said she would work with Sharyn on fixing it.

Mr. Krumrie asked where “revenue” went, and Ms. Wells responded that it went under special events revenue because it is a wash account, but the coding error would be fixed.

Ms. Burns asked if there were any questions on the Check Run Summary. Hearing none,

On MOTION by Mr. Deane seconded by Mr. Plummer with all in favor the Check Run Summary, was approved.

B. Combined Balance Sheet

Ms. Burns asked if there were any questions on the financials. Hearing none, the next item was followed.

NINTH ORDER OF BUSINESS

Public Comments

Ms. Burns presented a resident, Debby Landgrebe, for public comment. Ms. Landgrebe wanted to comment that they wanted to vote to continue the pop-up marketplace because she thought it was a wonderful addition to the community. Ms. Landgrebe also asked if the grab rails in the restrooms could be installed in-house instead of having an outside vendor installing them. Ms. Landgrebe also was curious as to why there was no discussion over the “Golf Cart Waiver Mandate”, saying that the Board should take a position for the Lake Ashton residents.

Mr. Costello replied that they would get advice from the District Attorney before making comments.

The resident went on to comment on the RFPs, asking if the Board determined if the management companies for the restaurants would be determining days and times for the restaurant without the residents’ input, to which the Board answered no. Mr. Krumrie added that it was within reason.

Ms. Burns then gave resident Steve Realmuto time to comment. Mr. Realmuto asked for clarification as to the discussion during the legal report about a check being sent out. Mr. Realmuto wanted to know what the check was for and for what amount.

Ms. Burns gave resident Phil Hines time to speak. Mr. Hines expressed his concern to Mr. Rayl about the lake levels, noting that 10 years ago Cypresswood was flooded because the canals were not properly cleaned. He asked if the canal commission for Lake Ashton was responsible for anything that goes through the rancher's land and down to the Peace River. He also asked if there was a possibility for the Board to put up the documents they are looking at on a screen so that the public can see them at the same time.

Ms. Burns gave resident Tom Scali time to comment. He asked for permission to gather signatures in the clubhouse entrance to show how many residents are opposed to the current Board policy on entrance requirements. He then requested that the Board take positive action to prevent the spread COVID at the clubhouse and pool.

Ms. Burns closed the Public Comment period.

TENTH ORDER OF BUSINESS

Supervisor Request/Open Discussion

Ms. Burns asked if the Board members had anything to add, and Mr. Deane wanted to note that he would be resigning after the meeting due to the sale of his house, and wished the Board good luck in the future. He also thanked the residents and Board for their support over the years.

Mr. Costello commented on the light poles, suggesting that the district find a way to buy the light posts as opposed to paying \$10,000 a month in rent. He understood that there was a five-year contract, but that they needed to look at it in the future.

Mr. Krumrie expressed his concern about the amount of money allocated for the capital account, saying the money would run out quickly. Mr. Costello agreed, asking what the Reserve would be and Mr. Krumrie said he thought it was \$1 million. Ms. Wells said she would update the reserve with things they knew were going to happen, such as the \$156,000 Stormwater Adjustment, to give a more accurate viewpoint.

July 13, 2020

Lake Ashton CDD

ELEVENTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the meeting.

On MOTION by Mr. Ference seconded by Mr. Costello with all in favor, was adjourned.


Secretary / Assistant Secretary


Chairman / Vice Chairman