

**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 Thursday, November 19, 2020 at 9:00 a.m. at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lake Wales, FL.

Present and constituting a quorum were:

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| Robert "Bob" Plummer | Chairman |
| Mike Costello | Vice Chairman |
| Harry Krumrie | Assistant Secretary |
| Steve Realmuto | Assistant Secretary |
| Lloyd Howison | Assistant Secretary |

Also present were:

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

FIRST ORDER OF BUSINESS

Roll Call and Pledge of Allegiance

Ms. Burns called the meeting to order at 9:00 a.m., called the roll, and the pledge of allegiance was recited. Five supervisors were present at roll call.

SECOND ORDER OF BUSINESS

Approval of Meeting Agenda

Ms. Burns: Did the Board have any additions to the agenda? Hearing none,

On MOTION by Mr. Plummer seconded by Mr. Costello, 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)

Iris Realmuto: I want to thank the Board for selecting Metz. I think it was a great choice and I know the Board and Metz have lots of priorities when it comes to setting up the restaurant. I'd like to encourage them to have an account system towards the top of the priority list so that residents don't need a credit card or cash to use the restaurant. I think many people coming out of the card room would get take out on the way home. Or if they are at the pool they would get a drink. I think the more we can do to encourage residents to use the restaurant and make it easier, the more they will. Thank you.

Mr. Costello: Thank you.

Tom Scali: Good Morning. First couple of things I'd like to thank the Board number one for getting a new restaurant, and two for getting a resolution to the lake problem. I would like to understand some of the financial implications of both of those. We have a new Board and I'd like to welcome the members of the new Board. With the new Board I would hope that when a resident gets up before this microphone and has a question, that there would be an answer provided or direction as to where he can get the answer. Furthermore, I would also like to see if a resident requests to make a presentation to the Board formally with extending more than 3 minutes, that with proper notice and with a prior presentation provided before the meeting, that a presentation can be made public to the community. I think too many things have been tied up and not made public and for that I am not happy. Thank you.

Mr. Realmuto: Would the Board consider providing an answer? He has question I believe that can be answered fairly short. I personally would like to see us respond to questions and not get them to the back but after the public comment has been made if we can answer it. So, if it would be the Board's pleasure we can answer it now or I can address it at the end during my chance for Supervisor comments.

Mr. Costello: Well, I think quite honestly we should go through the meeting and see if their question will be answered or not. We did go to the extent of putting our phone numbers and our email addresses out there. You can call me virtually at any time and I

would be more than happy to talk to you and give you any information I have on whatever subject you want.

Ms. Carpenter: Just as a note for the new Board members, the legislature changed the rules for public governments and public input on the agenda items has to be heard before those agenda items. That's why the District has put this first so all the comments come in so as you get to the agenda item, you've heard the public and then other comments come at the end when you can have some more time for conversation. That's why it's split up in those two ways.

Mr. Realmuto: Okay, I understand that. If we want to keep our answers until the end, that's fine. I don't think having someone call you afterwards is the same as getting an answer at a public meeting like this. All of our residents took the time to attend and get an answer.

Ms. Burns: And we do have the Zoom line for those residents that were attending remotely as well. So we do just need to check, Christine, if there are any public comments via the zoom line as well.

Debby Landgrebe: Congratulations to the new Board members and I just want to encourage you all as a Board, we have some very pressing issues and concerns that need to be addressed. I trust that you will have the vocal new Boards and press these issues along with the current, older, or more tenured Board members. I agree, if a question is asked it should be answered. Whether you address it at the agenda item time, it's important that public questions are addressed publicly versus on the phone. Thank you.

FOURTH ORDER OF BUSINESS

Organizational Matters

A. Administration of Oaths to Newly Elected Board Members

Ms. Burns: We went ahead and swore in the newly elected Supervisors prior to the meeting.

B. Discussion Regarding Sunshine Laws Electing Compensation

Ms. Burns: The next item we have is discussing the Sunshine Laws and then if any Supervisors are electing compensation, I'll take the second part first. Supervisors, you are entitled up to \$200 per meeting of compensation. If you so choose to elect that, some

Board members receive a portion of that on this Board, some have deferred and receive no compensation, that is entirely up to each individual Board member should you elect to receive that. You do have forms in your packet that I've given you. Should you be electing to receive compensation, you just need to let me know and fill out the forms and you can return them. If any of the existing Supervisors have changed their minds on electing compensation or anything like that you can feel free to elect at any time. I will turn it over to Jan on the Sunshine Law.

Ms. Carpenter: This will be very brief. Both new Board members got a new member package of information. Joanna Sweeney in my office puts those together every year so they are up to date. She's a paralegal who does as much as we can have her do to help us out of the administrative side. The Sunshine Law, the basics are that in Florida all government business should take place in the sunshine. That means the governments have to make all decisions and have all discussions at a duly noticed meeting. That means advertised 7 days in advance at least and meeting minutes are taken. That means that no two Board members may speak about anything that is expected to come before the meeting or could foreseeably come before the Board at a future meeting. I would just recommend trying to limit conversations about anything the Board could possibly consider among two Board members. You can speak with Board members in Lake Ashton West, that doesn't prohibit you from speaking to them or city or county governments. The issues that people get into are the inadvertent ones like sending emails, hitting reply to all so you are communicating more than just a comment, you are actually communicating your views on an issue on email. On texts, text messages can't be preserved so that's another problematic area. Responding on Facebook or blogs or that sort of thing, is again communicating your views and other Board members can see them. Public records means that any records that are kept in the normal course of business for a government must be preserved. The public records depository is GMS. They hold all official records of the District. If a Supervisor has a meeting book and wants to keep it and preserve it as a record, or has notes they are preserving in the course of the normal business as a Supervisor, that should be kept in a separate area so you can produce it and give it to GMS if ever requested by a public records request. The public has access to all public records within a reasonable time. You don't have any requirement to keep your books. A

lot of folks when they get their stuff just toss it after a meeting or scribble notes just to remind yourselves of things but they are not notes you are keeping track of anything you just throw those out, you're not required to keep anything. Again the issues that are coming up there, are text messages in that in most cases it's impossible to preserve those text messages and keep a record of them. The city of Orlando, a couple of folks actually got criminal penalties for using text messages. So, that is something to be very cautious of. We have another District where an issue about something on their roads came up and it was a big concern so it was posted on Facebook and Supervisors started responding. That's a Sunshine violation because they are communicating to each other and it's also public records violation because there is no way to maintain those records because the person who posted it can erase it. Local government lawyers are said right now to advise folks not to use blogs because it very tough to administer and keep the public records. If you keep them, privately, just make sure there is a way that they could be given to the District at any time should there be a request. The third law for all government officials are the Ethics laws. Those are very easily to sum up. No one should receive or accept anything. You should not be swayed in any decisions for something of value. A Supervisor can't do business with their District. Be cautious if you had some kind of business and are putting a bid in or if your brother or somebody has a business. We are happy to answer questions, we can advise the Board generally, we don't represent each District but those are the basics. We sent you information and probably in the winter sometime we will do a quick presentation to go through some more specifics and cases just to bring everybody up to speed. Welcome to the Board and sorry you are on the bad news, but we want to make sure you've got an overview because I know reading over that stuff is kind of tough sometimes.

Ms. Burns: If any Supervisors would like for us to set up a specific CDD email for you rather than your personal one so you can keep everything separate, please let Christina or I know and we will make sure and arrange that for you. Just be making sure you are checking those regularly as this is a District where we get a ton of public records requests, so what Jan is saying is very important. Most Districts we get none, but this District we get a lot. So please make sure you reading all your records.

Mr. Costello: It's so much easier for them to just receive mail through that email address and just save it.

Ms. Burns: Yes.

Ms. Carpenter: Yes, we do recommend if you get anything on your personal address you can forward it to yourself on that address and then from then on its saved in the records for the District.

Ms. Burns: That way if there's an instance where we had a public records request for all emails between Lake Ashton and Lake Ashton II regarding a specific issue, then we can look at that email address and it's very easy to filter through because you don't have all your personal emails as well. It just makes it easier for you in the long run if you keep those separate. Any questions on Sunshine Law or anything else? Hearing none,

C. Consideration of Resolution 2021-02 Electing Officers

Ms. Burns: You have Resolution 2021-02 Electing Officers. Since we have new Supervisors, we always reelect the slate of officers. The officers that we are looking to fill is a Chairman, a Vice Chairman, the other three Supervisors will then be elected as Assistant Secretary. You'll see two other positions posted there, one is Secretary and then a fourth Assistant Secretary. We'll start off with the easy ones if there is no objection. I'm currently the Secretary, George Flint in my office is one of the Assistant Secretaries, and that enables our Office to sign District documents and conduct your business. So if there's no objection, if we could continue to appoint me as Secretary and George Flint as one of the Assistant Secretaries.

Mr. Realmuto: I do have one question and that is, I didn't see Treasurer on the list. I seem to remember long ago we appointed someone within GMS as the Treasurer, do we not do that anymore?

Ms. Burns: It's still the same person, it's the person who signs the checks and we don't include that. It's usually a separate resolution from the initial officers, so that remains in place. That way there is no lag within election of processing checks and making payments. Ariel Lovera at GMS is still the Treasure and has been.

Mr. Realmuto: And they don't need to be reappointed?

Ms. Burns: They don't. It's a separate resolution that's still in place.

Mr. Realmuto: Thank you.

Ms. Burns: So, the first office would be Chairperson. Do we have any nominations to serve as Chairman?

Mr. Howison: This is Lloyd. I will nominate Bob Plummer.

On MOTION by Mr. Howison, seconded by Mr. Realmuto, with all in favor, the Resolution 2021-02 Electing Officers with Bob Plummer as Chairman, was approved.

Ms. Burns: Is there a motion for Vice Chair?

Mr. Plummer: I'd like to nominate Mike Costello.

On MOTION by Mr. Plummer, seconded by Mr. Howison, with all in favor, the Resolution 2021-02 Electing Officers with Mike Costello as Vice Chairman, was approved.

On MOTION by Mr. Realmuto, seconded by Mr. Howison, with all in favor, Resolution 2021-02 Electing Officers with Bob Plummer as Chairman, Mike Costello as Vice Chairman, Harry Krumrie, Steve Realmuto, Lloyd Howison as Assistant Secretaries, Jill Burns as Secretary, and George Flint as Assistant Secretary, was approved.

Ms. Burns: At this time I will turn the meeting over to Bob Plummer should you choose to run the meetings. It is entirely up to you, some Chairs run the meeting and some defer to the manager.

Mr. Plummer: We'll start and see how it works and then we will go from there. First of all I would like to thank Mike for his last two years as Chair. As we all know, these last 8 months or so have been quite a challenge for anybody. I know that we the Board had designated him to make a lot of decisions about COVID issues for quite some time. As Mike and I have talked, it's no matter what decision you make, half the people will be happy half the time and the other half won't be. It was a tough time and I would like to publicly thank you Mike for the time you spent, because I know you spent a lot of hours trying to make sure that we all stayed safe.

Mr. Costello: I thank you for recognizing that. Yes, I have spent quite a few hours here. Like you said, no matter what you do you are going to have two people that think you did the right thing and two people that will say you did the wrong thing. Let the buyer beware, you took the job God bless you.

Mr. Plummer: Thank you Mike.

FIFTH ORDER OF BUSINESS

Consideration of Minutes from the October 19, 2020 Board of Supervisors Meeting and Audit Committee Meeting

Mr. Plummer:. Next on the agenda is consideration of minutes from the October 19th Board meeting. Are there any additions or corrections to the minutes as presented? If there are none, I will entertain a motion to approve.

On MOTION by Mr. Krumrie, seconded by Mr. Realmuto, with all in favor, the Minutes from the October 19, 2020 Board of Supervisor meeting, were approved.

Ms. Burns: We have the October 19, 2020 Audit Committee meeting minutes for acceptance as well.

On MOTION by Mr. Plummer, seconded by Mr. Krumrie, with all in favor, the Minutes from the October 19, 2020 Audit Committee meeting as presented, were approved.

SIXTH ORDER OF BUSINESS

Unfinished Business

Mr. Plummer: Is there any unfinished business that needs to come before the Board this morning? Hearing none,

SEVENTH ORDER OF BUSINESS

New Business/Supervisors Requests

A. Discussion Regarding Center State Bank ATM (Requested by Supervisor Krumrie and Supervisor Realmuto)

Mr. Krumrie: We had a request from a resident that we look into the ATM in case the current Center State Bank ATM is vacated. My understanding is that the current ATM

will remain there probably up to two years. At that time, they are going to make a choice of either clearing out the machine or moving on. So what we need to do, is have staff perhaps think about where they want to place an ATM if we do need one.

Mr. Costello: Christine and I have already discussed this. We have tried to contact Center State Bank and see what was going to happen. I know that Christine spoke with the owner of the building, but due to confidentiality they did not give her much information. We do need to have an ATM available to people, but I would like to see it be from a bigger bank such as Chase, Wells Fargo, or Bank of America. A lot of people, due to the fact that they travel, they want access to the money. It easier to have a bigger bank in here where they can have just one account. I know a lot of people, myself included, who run two accounts here and I need availability to cash sometimes. It's easier just to have a small amount of money in the Center State account. Christine, I know you made a call yesterday on this subject. Did you receive an answer?

Ms. Wells: No, I left a voicemail and I haven't gotten a call back yet. I will try to call them back again to see what the status is.

Mr. Costello: I think that once we figure out what they are going to do, I think at that time we could maybe approach some of the bigger banks.

Mr. Plummer: Am I correct that there is still two years on their contract where they are at?

Mr. Realmuto: That was not my understanding. My understanding was it expires actually this spring.

Ms. Burns: I think the email said May.

Mr. Costello: We do have some time, but by the same token I think that if we can kind of pin it down to a time and contact some of the bigger carriers, I think we would be far better off. I think we can entice them with the fact that there's what going to be 1,600 to 1,700 homes in here and they could pick up a lot of accounts.

Mr. Realmuto: I wanted to say that I think that it's important that we pursue having an ATM at the Clubhouse, regardless of what they do at the sale center. One, having it on this side of the road where we have parking helps solve the parking and traffic problem. Not just the cars, but people that park here have to walk across the street, so it averts potential accidents. It also offers the potential to provide perhaps some additional income

through leaser fees. It could provide additional access beyond Center State customers. Mike, I want to point out that it's not so much about the bank that puts in the ATM, it's about the network that the ATM is on. For example the network the current Center State ATM is on, it does include a lot of other banks without fees. I think it's important that we understand what network it's on, not just the bank that's putting it in. Like I said, Christine and I have also talked about this. There's a couple of specific recommendations and requirements I suggest they look at in providing a recommendation not the least of which is access, but how far it is from parking and that it's well-lit where residents are safe.

Mr. Costello: I don't know what network Center State does, but every time I've gone to get money out of the area they wanted like \$3, \$4, or \$5 credit fee. If you take on a place like Chase or Wells Fargo, you can't swing the cat by the tail without hitting one of them. So, I think it's much easier if we have a well-known branch doing the business.

Ms. Carpenter: Remember that this is a public building and a bank would be a private use. I've talked briefly with our tax counsel and as an instantiable use we would probably be fine. But just remember, any lease agreement or agreement we enter into with a bank needs to be looked at and make sure there's no tax issues.

Mr. Plummer: I would like to see us continue to investigate this and bring it a least to the next meeting to talk about because I think we don't have enough data to do that. One of the items that I would ask that we explore is, depending on which vendor or which bank, , are we going to be charged with servicing this machine or would that particular bank be servicing the machine?

Mr. Costello: Well, I think that would have to be negotiated with whatever bank. I think that a part of the contract would have to be that they would not be charging us any fees.

Mr. Plummer: What I'm concerned about is them obviously billing and us not having to carry a substantial amount of cash to fill an ATM on a daily basis.

Mr. Costello: I think in negotiations that is what we are going to have to look for, is for them to be totally responsible for it. We don't want to take on responsibility of filling an ATM machine.

Mr. Realmuto: Can we ask staff to investigate the issues and concerns we have raised here?

Mr. Costello: We already have.

Mr. Plummer: Let's continue that investigation and have a report at the next Board meeting.

B. Discussion Regarding Pool Security (*Requested by Supervisor Plummer*)

Mr. Plummer: Typically, pool security starts on the 15th of November and runs through the 15th of May. There has been a tremendous amount of discussion about whether we actually need the pool security. It costs about \$12,000 a year for that time period. That will go up slightly in 2021. I would like some discussion on whether we should continue with that or if we should change that to another time frame, like holidays and weekends. They were supposed to start on the 15th, but we had them hold off until we could discuss it at this meeting.

Mr. Realmuto: As a resident who uses the pool and has been there in the afternoon hours, and as a Supervisor elect, I did speak to several of the security officers to get their opinion on that and find out when most of the issues occur. That is actually a function that is performed by the roving officer. They are not there full time, but they do enforce the rules when they stop by. Their opinion was that they would consider it essential during holidays as well as weekends. Those are the peak times.

Mr. Plummer: Are we in agreement that we want to reduce the pool security from seven days a week down to weekends and holidays?

Mr. Costello: How many incidents have we had at the pool? We need to consider how big the problem is in order to try and make everything match.

Ms. Wells: The majority of the issues that we have are generally on weekends, especially with the limited capacities. Holidays are also generally higher use with residents having guests come.

Mr. Plummer: Christine, in the past we have had people not from the community come in to swim. Have we had any more of that?

Ms. Wells: Not that I am aware of.

Mr. Realmuto: The mere fact that we now have a more stringent capacity requirement related to COVID, there have been a number of incidents with regards to enforcing those. The only major one happened just last week.

Ms. Wells: People don't like to be told to leave the pool or that they can't come into the pool because we are at capacity. That has been the cause of the majority of the incidents.

Mr. Costello: How often have we had this problem where the pool reaches capacity?

Ms. Wells: It has lessened since we increased the capacity from 35 to 50. When it was 35 it was happened almost every weekend. Since we moved to 50 I can only think of two incidents that has occurred.

Mr. Plummer: My proposal would be to move it to weekends and holidays and see how that works. We can always change that. For holidays do we do the day of the holiday?

Ms. Wells: For Thanksgiving and Christmas I would suggest the day before and day after. Staff is off on Thanksgiving and the day after so it would be nice to have security here. Guests generally don't only come for the holiday day.

Mr. Realmuto: The peak time period is more from 1:00 to 5:00 if that helps.

Ms. Wells: In the past if we see that the pool is busy then they will stay.

Mr. Costello: What if it's chilly out? If there is inclement weather and they are not needed.

On MOTION by Mr. Krumrie seconded by Mr. Costello with all in favor, Revising the Pool Security to Weekends and Holidays only 12:00 p.m. to 5:00 p.m., was approved.

**C. Discussion Regarding COVID-19 Measures and Clubhouse Reopening Plan
(Requested by Supervisors Realmuto)**

Mr. Realmuto: Like the other Supervisors here, I believe that we each need to take personal responsibility for our own decisions in regards to the risk we are willing to take. Things do seem to be working very well right now, but we have peak season approaching. With the number of residents increasing and the return of the snowbirds, there will be more activity and entertainment. The number of COVID cases have increased in the surrounding area. I think it's prudent to discuss additional tools we can use to keep our residents safe should the need arise. Mike, you have done a great job on this, but a lot of it has happened behind the scenes.

Mr. Costello: The problem is that it changes day to day. I had the responsibility of taking the measure for COVID and now that Bob is the Chairman I would like to make a motion that Bob takes over this situation and do it in the same manner that I did. As things change, Bob can make the decisions as far as what changes need to be made. It's an everchanging situation that we have right now. Hopefully this vaccine will curtail some of this, but we don't know how long this will go on for. I think that one person has the capability to listen to the updates and make a decision from there.

Mr. Realmuto: I wasn't suggesting changing the decision making and the day to day responsibility. However, the people elected five supervisors not one. This meeting is the only time that we as supervisors can discuss these ideas together. I want to give the person that is tasked with making those decisions a larger toolbox to work with.

Mr. Costello: I trust Mr. Plummer's decisions as far as how we go about this year.

Ms. Carpenter: I will give you a little update on the latest governor order. In September we had monthly orders allowing government meetings to be held by Zoom or other technology. As of November 1st, the state went into the Phase 3 reopening and that included government meetings being in person. This is something that is changing day to day. The election has passed and the COVID numbers are going up, we don't know what is going to happen.

Mr. Realmuto: I understand that the situation is changing day to day and that's the reason we need to appoint someone to make those day to day decisions, however quite frankly I have a real problem with the message I'm hearing which is that at least one of our members doesn't want to hear from residents or fellow supervisors. This is an opportunity to discuss it, I'm trying to provide it. I'd like to open it up for other supervisors to hear what they think. This is for when things get busier, but when we have a lot of people together in high risk situations there are other actions we can take. One action could be temperature checks. I realize there are different opinions on it and it's probably of limited value, but if it catches one case then it helped. I do think temperature checks could be used in certain situations like large gatherings. We need more consistent enforcement of the indoor mask requirement.

Mr. Krumrie: I like the idea of the supervisors having some input into the decisions that might be made regarding COVID-19 but I'm not sure how we do that. That's a question for Jan. It's difficult to discuss anything outside of a meeting.

Ms. Carpenter: Yes, we would have to advertise for weekly meetings for updates.

Mr. Costello: That's what I was getting at when I was accused of wanting a one man show. I believe that we should all have input, the problem is the Sunshine Law. We can't get around those. There were times in the past where a decision needed to be made and we didn't have time to put a 7 day notice out. With things evolving as quickly as they are, we need to have somebody there who is going to make the decisions. I don't think Mr. Plummer is going to make a decision that is detrimental to the community. It's not going to happen. I believe that all five of us should have a vote in whatever goes on, but by the same token I also believe that we need someone on a daily basis as things change to make the decision to make whatever move is necessary.

Mr. Howison: I don't think any of the supervisors are opposed to a single decision making entity, in this case Bob. I do think we ought to talk about what arrows are in his quiver occasionally. Maybe we just make this a monthly agenda item to go over briefly where we stand and what we see coming at us. Bob can update us.

Mr. Costello: I agree, and I don't see that as a problem. What I see as a problem is trying to run this plan and every time you turn around you're having to have a meeting to make any changes. When in reality, we can assign somebody to do the job and let them move on.

Ms. Carpenter: There currently is a policy in place that was put together that requires masks for indoors, sets the number of people that can be in rooms, and perhaps that is something that can be circulated to the supervisors for input every month. We can talk about changing that at the monthly meetings, but if something happens in the meantime GMS can alert everyone for the reasoning. When the restaurant opens, Metz will probably have to give some advice on their initial recommendations and that should come back to the Board to confirm or to make changes to.

Mr. Plummer: I agree. When the restaurant opens people are in closer proximity and we may want to do some things differently than we do in the open ballroom. If you have the availability to scrutinize on a monthly basis and give me direction on what you

want me to do, that would be fine. The changes from the governor's office come frequently and sometimes changes have to be made in between, but I think we all understand that. I hope that you would trust that I will use my best judgement.

Mr. Realmuto: I wasn't suggesting anything other than that.

Mr. Plummer: I thank everyone for their input and that should be a topic in every agenda going forward.

On MOTION by Mr. Realmuto seconded by Mr. Krumrie with all in favor, Appointing Bob Plummer as the point person for COVID-19 Procedures, was approved.

D. Discussion of Scheduling of Substantial Agenda Topics for Future Meetings (*Draft Calendar for Discussion to be Provided Under Separate Cover by Supervisor Realmuto*)

Mr. Realmuto: I feel that at all too often it seems that CDD meetings were dealing with the current hot issue of the day and we don't have a chance to address the bigger issues that affect us all and in more significant ways, particularly financially. This is a draft calendar, what I like to call a plan for a plan. I would like to be aware of some major items that I believe we should discuss on future agendas. Some of them do have deadlines, and I'm open to moving around any of these. The ones that are bolded are there because they would be an issue of statutory requirements and dates by which we need to do things. I welcome comments about the calendar, hopefully we can agree and place these on future agendas. The purpose of coming up with the plan today is so we all know what is coming up. Staff and the supervisors can do whatever they want to have meaningful discussion when the time comes.

Mr. Plummer: I appreciate the suggestions and the agenda items for the future meetings that you presented. Obviously there are dates that need to be flexible for a variety of reasons and I defer to GMS for things such as budget issues and stuff like there. There are timelines that may or may not work with them. In regards to that, I would like to give everyone 30 days to review this and make any suggestions or changes. I like the concept and it gets us on target for doing certain things and not letting them fall through the cracks. If you are okay with doing that, I would advise everyone to look over this and

next month at our meeting let's look and see if we need to tweak it, add to it, subtract from it, etc.

Mr. Realmuto: That's fine with me.

Ms. Burns: I will make a note to add it to the next agenda.

**E. Consideration of Resolution 2021-03 Amending the Fiscal Year 2020
General Fund Budget**

Ms. Burns: In accordance with the Florida statutes the auditors like to see the Board readopt a budget if we are over budget overall or 10% on any one line item. We are basically adopting the actuals from September 30th, 2020. This is really just an administrative matter so that the auditors can see that it has come back before the Board and have seen where we have the overages. The main reason is the attorney and engineering fees. The purchase of the golf course was not contemplated in the budget. There were some increases to the gate attendants and obviously we added a lot of ponds with the purchase of the golf course that increased our lake maintenance.

Mr. Realmuto: I would like to point out particularly for the residents watching that this is where we recognize what our carry forward surplus. We actually exceeded our revenue, so we actually have a much larger carry forward surplus than what was in the budget. We anticipated a carry forward surplus of approximately \$165,000 and we have an increase to that of \$149,000 for a total surplus of \$314,000.

Ms. Carpenter: The legal fees have been extraordinarily high this year, about three times over, because we had the golf course purchase, the eviction of the prior landlord, the new restaurant, and COVID-19 and all the Zoom issues. Things should go back to normal. We having nothing pending that is out of the ordinary.

Mr. Costello: Getting the old restaurant out of there was expensive. We have to watch supervisors calling the attorney. You have to remember that when you call the attorney, the clock starts ticking.

Ms. Carpenter: Just so you all know, our rates for Lake Ashton are lower than our rates for just about anyone else or for our private work. We do cut them quite a bit, we don't bill for every second.

On MOTION by Mr. Costello seconded by Mr. Krumrie with all in favor, Resolution 2021-03 Amending the Fiscal Year 2020 General Fund Budget, was approved.

F. Consideration of Engagement Letter with Berger, Toombs, Elam, Gaines & Frank for Auditing Services (Fiscal Year 2020 to Fiscal Year 2024)

Ms. Burns: If you recall at the last meeting there was an Audit Committee that gave you the recommendation of ranking Berger Toombs as the highest ranked auditor. This is their proposal for the Fiscal Year 2020 audit with an option for annual renewals.

Mr. Plummer: Is there a timeline of when the audit would be submitted to us?

Ms. Burns: The audit is required to be submitted to the state by June 30th, per the statute. They generally send it within the weeks leading up to that. They are required to submit it to our office by June 30th, and then it is presented to the Board for acceptance either at your June or July meeting.

Mr. Plummer: I have a problem receiving the audit nine months after the end of the fiscal year. Is there any way to move up the timeline to within three months or four months?

Ms. Burns: No, it's a statutory requirement that they submit it by June 30th.

Ms. Carpenter: It's the deadline, but most of the firms it takes them that long to gather the information that they have to get. They have to get letters and updates from all the professionals that work with them. We have to do an audit letter every year for every District before they submit it.

Mr. Realmuto: Could we at least request an earlier date?

Ms. Burns: Yes, we can request that.

On MOTION by Mr. Realmuto seconded by Mr. Howison with all in favor, the Engagement Letter with Berger, Toombs, Elam, Gaines & Frank for Auditing Services, was approved.

G. Update Regarding Restaurant (*Requested by Supervisor Krumrie*) – ADDED

Mr. Krumrie: I had sent something to the Board members prior to the Board meeting but things are changing very fast. First, we have a name for the restaurant. It's going to be called Ashton Tap and Grill, and that was proposed by Metz. We are pretty much going with what Metz is recommending. The restaurant is still scheduled to open on December 14 and 15 for a soft opening. Christine has asked us to come up with some names or invitees for the soft opening. They are proposing no charge but any contributions will go to one of our favorite charities. The restaurant will open for regular business on the 16th of December. Metz has not finalized a menu but they are close to that. From what I've seen entrees are in the \$15 range and hand helds like a hamburger are in the \$10 range. They hired a restaurant manager and she is on site now doing interviews. They had 50 individuals apply, and they needed to hire about 30. For the equipment, we had somebody come in and evaluate all the equipment. They are suggesting we replace a couple items, the freezer and cooler. Metz has purchased a POS system and they are working with Matt and Christine on installing that in the near future.

Mr. Costello: The equipment that is needed, does it fit in the budget or is it something that is going to break the budget?

Mr. Krumrie: It will be outside of the budget. We budgeted about \$15,000. We do not need the freezer or cooler yet, but they are 20 years old and they could break down any time.

Mr. Realmuto: Harry, are there any advertising plans about the luncheon? I think the deadline for the LA Times just passed, but sometimes they can squeeze stuff in. I would hope that there is an ad in there for the grand opening.

Mr. Krumrie: Christine is working with Metz to advertise.

Mr. Realmuto: I recently had the opportunity to visit each of our households door to door and one thing that surprised me was the enthusiasm for the restaurant. The number of folks that are ready to make a commitment to the restaurant to make sure it stays here surprised me. I've talked in the past about being able to prepurchase meals, or as Metz said they would put an amount on a gift card, and you could get some benefits from doing that. Is there a plan to announce and launch that on day 1?

Mr. Krumrie: I don't think it will be announced and launched on day 1, but it will be after that.

Mr. Costello: We would be the ones to make the decisions on that. My thought was that we could come up with a plan to gain some initial money. You put out a \$500 card with an incentive of 5% or something.

Mr. Realmuto: I would like to ask them to offer the gift card with a 10% discount provided that they pay by check.

Mr. Costello: I think Metz should have quite a bit of input as far as how much we are going to be able to discount. I don't know anybody at this table who has restaurant experience.

Mr. Krumrie: We have a revenue number we are trying to achieve. When you start talking about discounts and special offers, I think we need to leave that up to Metz. I think we should take the concept of what we are thinking and give it to Metz and their marketing department and let them come up with a plan for us.

Mr. Howison: There was some discussion of a resident discount. Are you aware of any plans for that kind of thing?

Mr. Krumrie: I am not.

Mr. Costello: Metz is the expert here, I think our best bet is to let them help us make the decisions that are going to help them market this restaurant.

Mr. Realmuto: What about the concept that one of our residents raised, like being able to charge things with accounts?

Mr. Krumrie: They are going to work on that.

Ms. Carpenter: We probably need to let them run the restaurant for a month or two and see where the income is coming from, then they can come up with what is appropriate for discounts and things like that. I think they probably need a little bit of history in order to give suggestions. The other comment I want to get on the record, when they hold the soft opening they cannot give free meals. The supervisors can't receive anything that is not food.

Mr. Realmuto: This is unrelated to the soft opening, but has a capacity been determined yet?

Mr. Costello: That's usually determined by the fire department as far as occupancy.

Mr. Krumrie: Christine and I have had many discussions about setting up the tables in a safe way.

Mr. Realmuto: I'm asking about the COVID capacity.

Ms. Burns: There is no capacity set by the governor currently, any capacity for restaurants was lifted several months back.

Mr. Plummer: We do have the ability to limit that ourselves.

Ms. Carpenter: Most restaurants and particularly ones in 55+ communities would have every other table or something like that.

Ms. Wells: I believe they are planning on setting up the tables 6 feet apart and then counting how many they can fit in at that time.

Mr. Realmuto: Can you let us know what that number is?

Ms. Wells: Yes sir.

Mr. Realmuto: I believe the contract with Metz requires them to produce and provide us with a monthly report. I would hope that they might also send the general manager to the meeting.

Mr. Krumrie: They plan to attend once they are open.

Ms. Burns: If you wish we can add that as a regular staff report. However, I would recommend having that at the beginning of the agenda so they are not having to sit here for multiple hours to get to their report.

Mr. Realmuto: Yes, I would like to see that starting with the December meeting.

Mr. Plummer: Thank you for the report Harry. It's good to hear that we are moving forward in a positive manner.

H. Discussion of Settlement Agreement and Flowage Easement with Neighboring Landowner, Vernick (*Coinciding documentation will be provided by Counsel under separate cover*)

Ms. Carpenter: I'll give the new supervisors a quick background. There was some flooding on the golf course that was tracked back to the installation of an earthen road with a pipe under it by Mr. Vernick or someone associated with him on a property nearby. Lake Ashton West had started working on this with Alan and Eric Olsen with Hopping Green and Sams who has done some work on administrative law and waterways, so they agreed to take the lead on that. We've been reviewing what they are doing. We wrote a

demand letter and it looks like we were successful in that in avoiding litigation. Mr. Vernick has already gone out and removed the pipe and road. Prior to that happening we drafted a settlement agreement which we would still need. Basically the gist of it is that Mr. Vernick will remove what he has and restore the flow way to the grade that existed before he installed that back in July. Once he does that we would have an easement so our natural flow could go where it used to go across his property. Subject to Alan confirming that everything has been repaired and is back to the natural flow, we would recommend approving the settlement agreement and easement with the various attachments. We would also suggest delegating authority to a Board member to approve any final changes.

Mr. Realmuto: I have some questions for Alan, then we can get to the legal concerns.

Mr. Rayl: As Jan said we were able to verify from the lake side yesterday via airboat that the pipe and the crossing that went over the pipe had been removed. We don't know to what extent that it went back to the natural bottom of the channel. Water was flowing through the channel unimpeded. Flow has been opened up and the restriction of the pipe and the crossing have been removed. To add to what Jan said, this flowage easement runs with the land. From my discussions with Mr. Vernick he is entertaining selling the land to a developer someday. This easement would prohibit him from putting back another obstruction and also keep anyone else in the future from doing that as well. If the developer ever picks up that property and wants to make something there, any activity they would propose would be a regulated permitted activity that SWFWMD would control. The reason this happened was because his activities were deemed to be exempt because of activity, that's why SWFWMD was not able to assist us with this.

Mr. Realmuto: Alan, in the demand letter that was sent to the landowner we included plans to rectify the situation. I believe the plan called for the elevation of the surrounding around the pipe be no more than 116.64 feet and that the bottom of the pipe elevation be 117.29 feet. My question is will you confirm prior to our signing this agreement with him, that the water is flowing at no more than at least 117.29 foot elevation that your plan proposed?

Mr. Rayl: We have not made any on site surveys and we didn't propose anything to be different from a pond bottom to a pipe. At the time we were discussing in good faith

with Mr. Vernick the ability for our forces to remove his crossing and put in a more adequate crossing. Those were the elevations proposed for that crossing. We have not, and you do not want to undertake a master drainage study for the entire Lake Ashton water shift. It would not be something you want to do. We proposed an alternate solution to him where he can still have a field crossing, and we could do it more adequately. When he stopped cooperating in that regard, that offer came off the table. The agreement now simply says to return it to its pre altered condition, which we understand to be July of 2019 because he put that crossing in in August of 2019. That's about when we started noticing elevated lake levels in the ponds.

Mr. Realmuto: Thank you. That brings me to the legal concern Jan. My concern is that there are essentially two agreements we are approving here, one is the Settlement Agreement and the mutual release of claim with the landowner. I don't believe that is binding on future parties but it also includes the easement, which is the document that would be binding on future parties. The issue I have is that the Settlement Agreement is quite clear. It says under Item 2, removal of earth and roadway, essentially he agrees to leave this flow way in substantially the same condition as that which existed on July 1, 2019. I don't think any of us have a problem with that so the Settlement Agreement is fine. However, there does appear to be a different requirement in the easement. In the easement on Section 4, it essentially says he shall not do anything beyond the extent occurring as of the effective date of this agreement. Is there any reason that should not be July 1, 2019 as it is stated in the Settlement Agreement?

Ms. Carpenter: The easement will become effective after we have confirmed it has all been removed and goes back to that date.

Mr. Realmuto: But Alan just stated he can't confirm that and has no plans to.

Ms. Carpenter: Alan has confirmed that it has been removed.

Mr. Realmuto: That doesn't tell us that it has been restored to the condition as of July 1, 2019.

Mr. Rayl: There is a reservation in there for representatives of the District to inspect the condition.

Mr. Realmuto: Being able to inspect it is great, but again it would seem to behoove us to have the two documents agree and for the effective date be July 1, 2019. I find it difficult to support the approval of this agreement without that.

Ms. Carpenter: An easement grants rights, and what this easement does is it allows the water flow from Lake Ashton to flow across his property in the condition as of the date of the agreement which will be after it has been restored. If he blocked it again, he would be prohibiting the use of the easement as a recorded document so we would have the ability to go after him or anybody in the future who obstructed that easement.

Mr. Realmuto: But I believe earlier you and Alan stated that the whole point of this was to restore it to the condition that existed before he created the roadway. Those conditions were in effect not as of this effective date, they were in effect as the Settlement Agreement says on July 1, 2019. Why wouldn't we want to put that date in there instead of the effective date?

Ms. Carpenter: Because from an easement that is going to go on in perpetuity as a recorded document it would be almost impossible twenty years from now what the situation was as of July 1, 2019.

Mr. Realmuto: Isn't that true of the extent occurring as of the effective date? We're talking about the difference in that date, it's the same difficulty. That's why I personally would like to see that documented as an elevation so there is a hard number in there and no one has to guess what it was years from now. More importantly, the point is whatever it is it should be what it was as of July 1, 2019. Why can't we at least make that date the same? It would be a very simple change to the agreement.

Ms. Carpenter: I'm not following. What you're asking is for the property to be restored to how it was, which it will be. Then after that point we are going to get an easement to allow flowage rights over the strip of property that runs across his property. That flowage rights goes on into perpetuity. It runs with the land to all new owners.

Mr. Realmuto: I understand that. I'm not sure what is so difficult to understand again. We are talking about the easement. I'll give up after this, but I'm suggesting a very simple change. I'm suggesting that the last two words in Section 4 that are "effective date" be replaced with "July 1, 2019." It's that simple.

Ms. Carpenter: If we did that and he signed that agreement effective as of July 1, 2019 he would be in violation of having granted us a flowage easement from July because he has already blocked it. Paragraph 2 of the Flowage Easement grants the drainage and flowage of water storage easement over the property as depicted in Exhibit 'A' and that he is going to hold that and keep that free. If we say it is effective as of July 2019 then he has already breached it because in August he built something that stopped our water flow.

Mr. Realmuto: Perhaps there is another way to accomplish this. Alan, is there a reason you could not simply determine the elevation there so we can document what it is somehow? That way we are not in the position of having to guess what it was as of the effective date.

Ms. Carpenter: I believe that would be a very expensive undertaking.

Mr. Realmuto: Perhaps we should let the engineer address it.

Mr. Rayl: It could be done. I do not think Mr. Vernick is in the mood to entertain us, even though I am allowed by statute to go wherever I need to go to survey, I don't believe he is open to that at this time. I would not want to compromise getting these documents memorialized by trying to get over there and verify elevation. The wording of this, which I was involved in helping put together, states that the intent is that it will be restored to the pre altered condition. The number is irrelevant. We can go observe that at any time that he is agreeable for our side to go there. That's the objective, that is goes back to how it was historically.

Mr. Realmuto: Can you tell us what you believe the pre altered condition is in terms of the elevation and the water flow?

Mr. Rayl: No, I did not do any survey work on the property before he altered it. I can't tell you what the elevations were before he altered it.

Mr. Realmuto: Without knowing that, is there any real meaning to this agreement since it requires him to do something that we don't know what it is? This is all about the lake level which is determined by the elevation. If we don't know what that is then what is this easement accomplishing?

Ms. Carpenter: I will defer to Eric Olsen as a water rights expert, but with water rights everyone downstream of water has the ability to not have their property flooded

from someone upstream. I believe I have that correct. If someone alters their land to flood it or prohibit water they are constrained under common law that goes back hundreds of years. In the permitting process for example, if they build a commercial development next door they will have to go through the Water Management District permitting just as Lake Ashton did. You had asked me some other questions about other language, so if Lake Ashton decided to do something and add more pervious surface, Lake Ashton would have to increase the size of their storage capacity of the ponds to make sure that we were not causing any flooding to neighboring properties. That's the exercise that the engineer's go through for any development or any increase in pervious surface or construction. What the easement does is says this property as it currently exists allows for the natural water flow, the way Lake Ashton is currently developed, to go through that without flooding. If in the future there was flooding, we would go and say you have an easement that allows our water to flow, what did you do to block it. If we put a specific elevation, what if they built something next door or he put in trees or did something totally different to the property? It may distort the natural water flow but the elevation wouldn't change. It is a lot of historic law, I will defer to Eric and ask Hopping if they see any need to change this. They spent quite a bit of time as did Alan who reviewed it, and the way it is drafted seems very typical and appropriate in this case. We can certainly ask them if they deem it necessary to make that change, and I would suggest delegation of authority to one Board member to approve any final change. I do think putting something specific might actually hinder the rights of Lake Ashton down the road if that gets developed in some way.

Mr. Rayl: I'll give you an example. If we pick an elevation and he says yes I can assure you that this elevation is established at the bottom of that channel but he decides to narrow that channel, he can still restrict the flow but he can still meet that elevation. It's not prudent to hang it on this one thing. It's the historical condition, a cross section of upstream, downstream, etc. In Section 2 of the Settlement Agreement it says Lake Ashton I and Lake Ashton II representative to inspect, so our rights are preserved to insure that we will be satisfied.

Mr. Realmuto: I understand what you are saying. It is clearly more complicated than just the elevation. I can't help but feeling what I'm asking for is being misrepresented.

I'm not suggested changing anything the agreement says, just substituting one date for another or documenting all the conditions.

Mr. Plummer: I'm not hearing any more discussion, Jan do we need to appoint someone to sign any adjustments that may take effect?

Ms. Carpenter: Yes, I would suggest a motion to accept the Settlement Agreement delegating authority to one of the Board members to approve any changes requested by the landowner or as necessary to get this resolved without litigation. This is all subject to Lake Ashton II approving it at their meeting tomorrow.

Mr. Realmuto: I would only be comfortable doing that if the person essentially assured us that they were going to insure that this concern is addressed.

Mr. Costello: Alan, correct me if I'm wrong but we are at his mercy as far as what this was prior to August 2019. We have never inspected the area have we?

Mr. Rayl: Since it has been altered yes, beforehand no.

Mr. Costello: So we are at his mercy as to what it was. He could tell us that it was anything. We have to either accept it or reject it. Is the date of August 2019 an arbitrary date? Other than the fact that he says that is when he made the alterations.

Mr. Rayl: Yes. It's based on him stating that he made that crossing in August 2019.

Mr. Costello: He could have made it in reality in May or something and we are at his word. We have no clue as to what it was prior to the alterations.

Mr. Rayl: Right, and we have the upstream and downstream channel sections to guide us there and you would expect those to fit the elevation of the bottom of the channel. That's the only thing we have to go on as to our expectation of what the pre altered condition was.

Mr. Costello: As of this time, has he physically allowed you to go onto the property to inspect it?

Mr. Rayl: Not since, I believe it was early October when we met with the contractor who was at that time entertaining the crossing replacement. Right after that he withdrew his consent.

Ms. Carpenter: Again, I hate to say more but think of the alternative. We sent a demand letter, he did respond and take this out, and he has agreed to put an easement in. He could very well refuse to talk to anybody again.

Mr. Costello: I don't disagree with the agreement, I think we have to do something in order to lower these levels. It's definitely encroaching on our cart paths and other things. The only thing I question is that he's saying he did this work in August of 2019. Quite honestly any date you put in the agreement is going to be arbitrary as far as I'm concerned.

Mr. Realmuto: I'm going to make a bold proposal here and move that the Board appoint me as the representative to work with Jan and Alan to make the final approval.

Mr. Krumrie: I do not hear a second, and seeing that there is not a second I will move to nominate Bob Plummer to be the contact person.

Mr. Plummer: I have to say that I agree with Jan, arbitrarily putting in a date limits any ability of this Board or any future Board as we move forward. At the date of agreement would indicate that we have approved the fix. I'm very uncomfortable with our ability to confirm that everything has been restored. As Mike said, we don't know what we are restoring to. It's not that I'm interested in litigation, I want to avoid it, but I'm not so certain we can confirm that he has done everything that we need him to do to protect our community. I think that is reflected by the fact that we are all uncomfortable with seconding anything.

Ms. Carpenter: That is a term of the Settlement Agreement, that he would give the right to inspect the repair. Without that the agreement fails and there is no settlement.

Mr. Plummer: The only one sitting at this table that is qualified to make that judgement is Rayl. I had heard a rumor that you were personally forbidden from being on his property. If that's not true, then I'm much more comfortable moving forward.

Mr. Rayl: As I said, Florida statutes allow your engineer or your surveyor both enter any properties needed to conduct engineering studies or surveys for those purposes only. I have not heard from Mr. Vernick that he prohibits me from anything. I've been trying to play my role in this to get us to this point. From where we started, this is a great accomplishment to be able to nail this down and prevent anything like this from happening again. We can figure out a way to verify this and I can bring an assurance back to the Board that I am satisfied that pre altered conditions have been restored. We can get it accomplished.

Mr. Realmuto: I think that could work, but Alan what benchmark are you going to use to determine whether the pre altered conditions are met?

Mr. Rayl: It will be based on the observation of the upstream and downstream extents of the channel and that there is no remaining fill material in between. Maybe he took out the over burden and the pipe and walked away, there still then an alteration in the bottom of the channel and that is the new control. We are going to make sure that's not the case. I've been in that creek two times already and I'll jump in there again to make sure that it is in line with the constant slope of that channel.

Mr. Realmuto: Will you do something to document those conditions? You sent us pictures last time actually.

Mr. Rayl: Yes.

Mr. Realmuto: You will do something similar?

Mr. Rayl: Sure.

Mr. Plummer: Back to the agreement, since I've been the point person prior to the committee that worked with Alan and also the West on doing this, I would second Harry's motion that I be the one to sign the document once it's complete since I have knowledge of where we have been prior to this. I've been working with this for quite some time.

On MOTION by Mr. Krumrie seconded by Mr. Plummer with all in favor, Accepting the Settlement Agreement with Neighboring Landowner Mr. Vernick and Authorization for Chairman Plummer to Execute, was approved subject to final review by counsel and approval by Lake Ashton II.

EIGHTH ORDER OF BUSINESS

Monthly Reports

A. Attorney

Ms. Carpenter: As you know the flooding was the one issue that we finished up. The Metz contract had some hurdles. There were two hurdles, the first hurdle was that their agreement really didn't work for what Lake Ashton wanted. We had to incorporate the requirements from prior leases, the government requirements, and we did have an issue with the end. They wanted to keep trade secrets private, and under Florida law there is very specific requirements. They have note it is a trade secret and tell the CDD. We spent quite a bit of time but we got it resolved and we have a good agreement. The

Metz folks were very cooperative even when we didn't agree. That's what we've been working on and it should be quiet from here on out. The only other thought I had is of COVID. I asked Molly Maggiano who has been working with me on Lake Ashton to attend so she has been on and can hear everything. I would be happy to attend by Zoom to cut costs if that works for everyone. It puts one less person here.

Mr. Plummer: You don't want the drive, is that correct?

Ms. Carpenter: No, I have ill family members so I am trying very hard not to be out in public. With the new Board, I didn't want to miss meeting a new Board. Molly can be here sometimes in person as well.

Mr. Plummer: Does anybody have an objection to Jan attending by Zoom as opposed to being at the end of the table? I don't, so if you want to try that I think we should.

Ms. Carpenter: We can try it for the next meeting and see how it works. If it doesn't, I will come back to in person.

Mr. Plummer: Before we get to the Community Director Report, I want to say thank you to the technical people who set Zoom up and the cameras. That is really appreciated. Kudos to you guys.

Mr. Realmuto: I second that and I would like to get feedback from the audience members attended by Zoom, about how well you feel it is working for you.

Ms. Wells: I've been texting some residents during the meeting and asked how the audio was going and everybody said it is great.

B. Lake Ashton Community Director

i. Consideration of Surplus Restaurant Smallware's

Ms. Wells: I included the Community Director Report in the agenda package. I just want to touch on a few things. If anyone has questions you can let me know. First of all, the outdoor movies are going well. We are still getting sponsorships for every outdoor movie that we do, that is a good revenue stream that is coming in. There are lists of activities that we've had planned. You can also see the sanitization procedures that was also included in last month's report. I will keep it in there so everyone knows we are still doing the same things. We also have booked three shows for 2021, a comedian, a magician, and entertainment show. We rescheduled the two entertainment series from

last year to 2021 as well. I did put in here that we would be advertising in the December LA Times, the first one is not until the middle of February so I think we are going to extend it and do it in the January LA Times to give us another month of evaluation. We did evaluate those contracts to make sure that we won't be penalized if we have to cancel or reschedule. The two entertainment series shows have been paid in full, and it would be open to people who currently have tickets to that show. There are no additional tickets. You will also see a couple of landscaping projects, we removed a dead bush at the pond near the pavilion. There is a golf course bridge repair report, Alan will go into more detail with that. We worked very closely with him to try to save the District some money. Matt and Jared did a lot of work putting in sod. They just did the areas that needed sod installation, and you will see the pictures of the before and the actions that were taken. The repairs on bridge #4 and bridge #8 were not completed because the areas that we needed to replace the sod were flooded. Once those areas are dry we will put the sod there. There were some areas where they put some fill dirt in and then put the sod, there were some areas with holes. That project is about 98% done at this point. For the project tracking list, I wanted to give a few updates on that. We are in the middle of the Fitness Center refurbishment. They are getting along quickly. It is actually more extensive than I thought. They are removing the drywall where the tile was on the wall and replacing it with the type of drywall you are supposed to have there, which is a concrete drywall. They removed a lot of the wood around the showers that was wet. They're removing all that replacing that with new wood. They are moving quickly but they did say the project would take about 2 ½ to 3 weeks. We are hoping towards the lower end. Right now the entrance is locked and anyone using the pool is instructed to use the main hallway restrooms. I've seen some golfers running up to that restroom a few times, and they weren't excited when I told them they had a few extra steps. I'll let the golf course know that area is closed if they want to pass it on to any of their members. The vanity replacement and the faucet replacement were put on hold. We contacted the vendor that did the vanity and they are going to do some final measurements soon and hopefully when the tile is done the countertops and faucets can go in shortly after. With the faucets, the last amount that was approved was \$2,500. The people installing the countertops said that they found the faucets are \$325 each and we would need a total of 11 to cover the main hallway

restrooms and the fitness center restrooms. That price would be \$3,575. I'm not sure if the Board wants to stay with the \$2,500 and we don't replace them all or if you want to increase the amount to \$3,575 so we can do them all. We would be leaving these two restrooms as regular faucets just in case electricity goes out, because hands free faucets don't work in that case. We would at least have two faucets that work if that happened.

Mr. Plummer: I don't see a problem with your suggestion. Does that take a motion to revise the amount?

Ms. Wells: Yes.

On MOTION by Mr. Costello, seconded by Mr. Realmuto with all in favor, Revising the Authorized Amount for Hands Free Faucet to \$3,600, was approved.

Ms. Wells: I didn't skip the bowling alley on purpose, they are moving along with that. They are installing the well points today. Our bowling tech Alex came and found out that we need to order some parts for the ball returns and scoring pads. That has taken a little bit of time. The vendor he uses is in California and he gets the parts from Australia, and shipping has taken longer than normal due to COVID. We are getting new carpet as well, so they will be putting in carpet samples to take a look at. According to what you have on the project list, they are hoping to be done by the end of November.

Mr. Realmuto: Christine, has the net cost to us after insurance gone up at all during all this?

Ms. Wells: The cost to us won't go up. The cost has increased but it will just be sent to insurance for reimbursement. All the equipment that Alex is replacing will be submitted to insurance as well because it is directly related to the water damage.

Mr. Costello: Do we have any confirmation that the insurance company will pick up the additional costs?

Ms. Wells: We've never had an issue in the past. He already knew going into it that there may be some things along the way. Every time I have done an insurance adjustment with this adjustor he anticipates that these types of things are going to happen. In the end, the net cost to the District should be \$2,500 which is the deductible. Next item is the grass carp. I did talk to the point person after the report, and he had said the delay was they are

growing the fish. They are hoping to be ready by the first week of December. I will keep you posted on that. For the air purifiers, we have installed what the Board asked for. We installed 12, and while they were installing them they realized we had 15. I told them to wait until this Board meeting. We got a majority of the clubhouse covered with the air purifiers and there are 3 left that need to be installed.

Mr. Costello: What areas does it cover?

Ms. Wells: The three left?

Mr. Costello: Yes.

Ms. Wells: One is the big one in the cinema. One is an additional one in the ball room and then the unit that services the restrooms in the hallway.

Mr. Costello: What is the additional going to cost?

Ms. Wells: It's \$3,348.75.

Mr. Costello: I think this is something we should move forward with, we have done business with them before and they have always been very reputable.

On MOTION by Mr. Costello, seconded by Mr. Realmuto with all in favor, Three Additional Air Purifiers totaling \$3,348.75, was approved.

Ms. Wells: The next thing is the starter switch for the pool. A few days ago we came in and there was power to the pool but the pool was not running. Steve came and looked at it and we got it up and running again, but we need to replace the starter switch for the pump. Right now they have that hard wired directly from the breaker box to the pump, which is not ideal. They recommend us getting that replaced. It's \$1,295 and they can be here today to fix that.

Mr. Realmuto: I happened to be sitting in Christine's office while you talked to the pool guy about doing the repairs. I think the overall recommendation was to consider in the not too distant future, replacing the entire pump not just the motor. The one we have is not self-priming, and he recommended that we go with one that is self-priming. I think you got estimates, perhaps you could present that to the Board as an option as well.

Ms. Wells: The one quote I did get was just replacement of the motor. They misunderstood me. It would definitely be significantly higher than that. The motor is fine

for the pool right now, but I agree with Steve that the pool vendor recommended that we change it with a self-priming pump. That would be a more expensive project because it involves changing out the piping. That is something I would like the Board to consider in the year coming.

Mr. Plummer: In either case we still need the starter switch.

Ms. Wells: Yes, and we will still need it if we get a self-priming pump.

Mr. Plummer: That was my point. If we got the starter switch and then get the new pump, we're not wasting our money.

Ms. Wells: Exactly. Also, going with that the heater just went down last night. Kevin with Heartland pools came out, and he hasn't charged us for a few visits now he has been great, and he had the heater pulled apart and was cleaning the sensors. He was thinking that the sensors were going to fix the problem. He ordered two new sensors to have a backup option, which I'm glad he did because the cleaning of it worked all day yesterday and then shut of about 7:30 at night. So, we need to get those sensors replaced. It's not a cost to the District that I'm aware of, I believe he is covering that under warranty. The pool is open, but it is probably chilly right now. The spa is working fine. Kevin is supposed to be here today to fix that. The only cost would be the starter switch.

On MOTION by Mr. Realmuto, seconded by Mr. Costello with all in favor, the Starter Switch for Pool Pump for \$1,295, was approved.

Mr. Realmuto: Christine, before we move off the pool, some of us have asked ourselves why is it a coincidence that all of these problems with the pool and spa seem to occur fairly close to each other. I believe the pool maintenance person, Kevin, his thoughts were that it might be due to flooding in the area. The area where all that equipment sits, particularly the pumps and motors, is essentially in a depression that fills with water. That's because the landscaping has been built up around that area so the water flows there and there is no way for it to leave. I asked about raising the equipment and he said that would be prohibitively expensive. He did suggest that we could put a drain that drained to a lower level. I don't know if we want to get an engineer's opinion on

that. Do we want to take up doing something like that to avoid these kinds of problems in the future, particularly before we've spent a large sum on a new pump for the pool.

Mr. Rayl: Is the equipment in an enclosure?

Ms. Wells: It is.

Mr. Rayl: The drain option is most commonly done.

Ms. Wells: We put river rock in to help the standing water. I want to be clear that the switch issue, when we thought it was the motor it could have been from flooding. The switch issue is not because of flooding because of how it is positioned, it's well off the ground it's toward the top of the housing of the pump. We had talked about that a while back, about installing a drain there as well. We are working with LAVA on a wall of honor to be put in the ball room. It would have a list of all LAVA members and a picture of the branches of the military. The last item I have that I brought up at a prior meeting is the painting of the foyer in the main hallway. I've gotten a lot of residents who are recommended we paint it. When we discussed it last I don't recall there being a firm decision, so I thought I would bring it back to see what the supervisors thought. I have not had a chance to get quotes from a painter. Originally we said staff would do it, and Matt is awesome and is willing to do anything and everything so that would be an option. I would also like to get quotes though.

Mr. Costello: Due to the height of the room it is going to take scaffolding and it will be extremely time consuming. I would suggest getting quotes and bringing those back to the next meeting. Matt has enough going on, he doesn't need to be tied up painting the foyer. I worry that once we paint the foyer, they are going to look at the ball room and other rooms and want those painted as well.

Mr. Realmuto: I agree with the residents that due to the change of the color of the floor ideally it would necessitate a change in color of the walls, but we need to consider the timing. For example, we are going to be having a lot of events in peak season. It might not be the best time to schedule it. It needs to be done but we need to consider when we are going to do that. As far as repainting in the ball room, there hasn't been a change in the floor.

Ms. Wells: I will bring quotes back to the next meeting. Historically around Christmas time is slower in the club house. It seems odd, but the generally don't come

inside very much. I can see if the contractors can give me dates around Christmas time. January to March is out of question. Under that I had consideration of the restaurant inventory surplus. I can go over each item, or you can look at the very long list of items. It's all restaurant smallware.

Mr. Costello: We assume this is stuff that is either unserviceable or something that is unsalvageable.

Ms. Wells: Metz did go through everything and this is the list they came up with. They separated what they could not use or what was broken.

On MOTION by Mr. Costello, seconded by Mr. Krumrie with all in favor, Surplus of Restaurant Smallware, was approved.

Mr. Realmuto: What do we plan to do with them? Dispose of them or donate them?

Ms. Wells: That's up to you. There may be some items that aren't on here because it was never on the inventory. It was something that the previous restaurant owners had left behind. We can do anything with it though. Metz had said that there is not a market for types of items like this especially in the condition they are in.

Mr. Plummer: Let's go with donation.

Mr. Realmuto: Christine, I have a follow up question regarding the bridge repairs. At our last joint meeting I believe they brought a couple of issues to our attention with regards to the bridges and the cart path. My question is did we address all of the bridge issues that were raised at the joint meeting and are there remaining cart path issues to be taken care of?

Ms. Wells: I would lean to Alan on that. We went off the report that was given to us and we only focused on the sod installation. We did take care of all those issues.

Mr. Realmuto: Thank you.

Ms. Wells: I want to thank staff very much. They have gone above and beyond. We don't have the volunteer support that we usually have to help answer phones. Carline, Sheila, Matt, and Jared have all been really great in stepping up.

Mr. Plummer: Thank you Christine.

C. Engineer

Mr. Rayl: I've got a few things for the Board this morning. First, you received a link from Jill yesterday and it is a link to the pavement assessment for the entire community. We completed that and it wasn't intended to be gone over today, it's for you to have some time to review it. It's pretty large, it's over 450 pages. We identified over 700 different locations of areas that have defects. They vary in intensity and degree. They are things we want to make note of. We take a snapchat of the conditions now and it gives you something going forward to monitor. The intent was to get that in front of the Board for you to look at and review. In addition to the sections of defects on the roadways, there is the overall pavement assessment. I think we touched on that in the past. Take a look at that and direct any questions you have to me. When we did this for the West we had hundreds of locations and a couple residents came in with more. Sometimes the defects don't show themselves unless there is standing water. Please take your time reviewing that. Also, the construction work has been completed on Dunmore and Mulligan. They came back and did that final asphalt repair on the Dunmore side. I have not seen their final pay request. Christine, have they submitted anything like that to you? We were holding their retainage.

Ms. Wells: I believe all that is left is the retainage.

Mr. Rayl: Okay, thank you. I will follow up with them to get that closed out. The work was completed and I was very satisfied with the roadwork and drainage work and the restoration behind the homes. I thought it all looked great and it accomplished what we were trying to do in that area, which was relieve the flooding of that intersection. The third thing recently completed, we saw some concerns regarding the center line of the roadways on Turnberry and Strathmore. The center lines weren't the crown of the road, there was a depression running along the centerline and it runs right over the sanitary sewer. We got with the city of Lake Wales and they brought out the camera truck on October 27th to view the roads. My concern was that there was infiltration going on in those lines and we were losing the fill material between the sewer line and the pavement. To my surprise they did not find any issues with the integrity of the sanitary sewer lines. I'm at a loss as to why that center line is collapsing. I'm not through digging into it with them, because there was a pavement patch around one of those sanitary man holes

where it was collapsing. I don't know if there was a repair made after initial construction that wasn't repaired well that has evidence itself again. It's identified in the pavement report as something we need to keep an eye on. It's not a safety hazard. Next we have a couple active items that we sent out for bids. One was coordinating with Matt and Christine on looking into getting the bridge deck sealed. I sent Christine some information on that. The objective was to follow suit with the West on what they did. Everybody seems to be pleased with how those turned out. We got the information from them on the material, the costs, the application rates, etc. Based on the numbers they found when they did it, I would suggest budget about \$7,500 for materials due to the length of the bridges we have on the East compared to what they have on the West. We also talked about the repair at Pond 17. At last month's meeting the Board authorized a not to exceed of \$3,000 if we could get the contractor to come out and take a look at it. We had suspected it was a similar issue to Pond 21. Looking into it, it's a little more complicated than that. As one of the Board members brought up there are multiple holes back there and it is a larger 30" pipe. There isn't very good access to get back there either. Pond 21 repair was done with a wheel barrow, this repair is going to require a backhoe. I hadn't encountered this yet, but the pipe material there is called Hardie pipe. It was used 20 or 30 years ago. It's mainly a fiber reinforced concrete piping that is lighter and thinner than steel reinforced concrete pipe. It's also more fragile and you can actually destroy the pipe putting it in if you're not careful. It's a harder material to work with and to work on. We received a bid from the contractor who came out and looked at all these conditions and they gave a quote back to the Board for \$9,600. That's just an explanation of why it's more and why it's different than the simple repair you saw on Pond 21. Supervisor Realmuto, you asked about the bridges. There were four other areas that CDD II brought up about the overall integrity of the whole of the golf course. We created a plan filling the areas that needed repaired. As Christine said, we've gone around and observed all the locations we were able to put sod on and not hire a contractor for, that has saved dollars and time. All those areas are holding right now. Our hope is that we can restore and stabilize those areas with sod. If 10% of those fail and we can go back and revisit those. We are making progress on getting these areas picked up. The fourth area that is out for bid is the turnaround at the hole 10 bathroom. It's going to involve about half of that cul

de sac to get that restored. We are expecting the first week of December to have numbers to bring to the Board. We have about four flumes that need repairs, those are out to bid also. Looking forward, as the Lake Ashton water level drops our pond water level are going to drop and we will be able to make some repairs to do our SWFWMD certifications. Right now most of those things are still well underwater. SWFWMD isn't going after anybody, they are allowing the pond levels to drop first.

Mr. Costello: Have you have a chance to look at the areas where they placed the sod? Do you feel that it's holding?

Mr. Rayl: We reviewed it 2 ½ or 3 weeks ago, probably a week after it was placed and took photos and noted the conditions. Everything looked good at that time. Now, I haven't been out and looked at it again since we had the tropical storm come through.

Mr. Costello: The north side of the bridge on 10, that was washing away pretty badly. Do you feel there is something we could do that is not expensive? What can we do in order to stop the deterioration there?

Mr. Rayl: Right now there is some sand and rip rap bags on that corner that were holding for a while then it had dirt and sod thrown on top of it. When we did the inspection of the sod areas I went down the bridge to look at it and noticed a bag was loose and it's probably going to continue to deteriorate in that area. It will probably get disturbed somewhat when they repair that landing right off the bridge, if it does we are just going to start over. It's holding alright right now, and we expect them to work when that approach gets done to resolve the issue completely.

Mr. Costello: Thank you.

Mr. Realmuto: Alan, what's the timeframe for working on the Pond 17 control structure?

Mr. Rayl: These things don't heal themselves. It does have an effect on the integrity of how the pond functions, it's a little bit of a safety issue and it's a little bit of a function issue. I don't know that it is an emergency issue. It's something that we would need to have repaired before we turn in the certification to SWFWMD.

Mr. Realmuto: When is that due?

Mr. Rayl: It's currently due. As I mentioned before we don't have to turn it in now as there are other issues with the pond levels.

Mr. Realmuto: One final thing on the bridge sealant, thank you for getting back to us on that estimate. Since we are nearing peak season it doesn't seem like it is something that needs to be done now, but could we put it out to bid with the intention of getting it done before the rainy season some months from now.

Mr. Rayl: If that's what the Board would like, we could request that.

D. Field Operation Manager

Mr. Fisher: I included my report in the agenda package. In this report I included a few pictures. Staff went on a ride with Applied Aquatic and we reviewed all the CDD ponds. Two were identified to be the worst, Pond E7 and Pond GC7. We discussed other things they can do besides spray it. We are working with them on different ways to treat that algae. All in all the ponds are looking great. Staff did take over cleaning the clubhouse and it seems to have gone off without a hitch. Jared has been flexible with his schedule in the evenings. That has gone smoothly. Staff took on disassembling the partitions in the restrooms and we will assemble them when the tile is completed to save the Board money by not having to outsource that. I've included facility updates in my report as well. Dogs have been digging holes in the Pet Play Park, those were filled and sod had been placed. We received the new pressure washer and we've identified some areas that are scheduled to be pressure washed in the future. We pressure washed the restaurant patio. The Fitness Center machine upper handles were broken off and a replacement is scheduled. That was a quick summary of the report and I would be happy to answer any questions.

Mr. Realmuto: Great job on the ponds.

Mr. Fisher: Thank you Steve.

E. District Manager's Report

Ms. Burns: We are continuing to monitor any COVID restrictions from the governor's office and any insurance requirements. We haven't seen any changes but we will continue to monitor those. I want to say welcome to our new Board members and we look forward to working with you both. If anyone has questions I would be happy to answer them.

NINTH ORDER OF BUSINESS**Financial Report****A. Approval of Check Run Summary**

Ms. Burns: The check run summary is through October 19th. One thing to note is the charge payable to GMS for \$2,912 for Indeed. That was inadvertently billed to the District, it was covered under our staffing agreement. We are going to reimburse that back to the CDD. I just wanted to note that.

Mr. Plummer: Could you go over the insurance and the debt service payment?

Ms. Burns: Sure, I would be happy to. One was for insurance, that was in addition to what we paid the previous years for property insurance. Every couple of years the insurance company will come and do a site visit. They were here over the summer and did a complete review and it was an additional \$5,000 to the property coverage to make sure that everything was sufficiently insured. The other transfer was for US Bank and they just transferred an amount out of the prepayment account for the bond funds into the debt service reserve which they do pretty frequently. They transferred too much and there wasn't enough to make the debt service payment. When we got to making that debt service payment Sharon transferred it from the general fund and they are going to move it back and then replace it to the general fund. It was just a transfer the Trustee made that shorted the account more than they should have.

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

B. Combined Balance Sheet

Ms. Burns: The financials are included in your package for review. There is no action that needs to be taken from the Board they are for informational purposes only. These are September 30th financials so they are for the end of the year, this will give everyone an idea of where we ended the fiscal year. We were more than collected on the tax bill as we always are. We had more revenue than was budgeted, that's a good thing. We have an additional \$175,000 in revenue. That does include insurance proceeds, obviously that offsets some of those expenses. There were some additional event revenues and more newsletter ad revenue than what was contemplated. We also had additional expenses that weren't contemplated. We are about \$251,000 over on the total

admin, and the golf course payment purchase is coded to that line item so that is the majority of that. There were some additional for staff that we discussed earlier. From the field perspective, we are pretty close to on budget. The ending year balance in the general fund was \$175,978. Page 4 shows the Capital Reserve amount, we were able to transfer the full amount of the Capital Reserves and that was \$515,291. The ending balance through 9/30 in the Capital Reserve fund is \$532,019. We have a good reserve budget there. Once we collect funds this year on the tax bill we will be able to grow that amount with a transfer.

Mr. Krumrie: I have a comment on the financials. We need to talk about how we are going to show the restaurant on the financials. Is it going to be one line item or multiple line items? We do have to put a budget in for the restaurant. I would recommend we use the budget that is in the agreement and prorate the 9 ½ months. With your permission I will talk with Sharon at GMS for line items in the budget.

Mr. Realmuto: I think that makes sense. I would just point out that it comes up for review. They give us an annual plan and a FY2022 budget by April 1st.

Mr. Plummer: Harry, I think you should have that conversation with Sharon.

Mr. Krumrie: Thank you.

Mr. Realmuto: While we are still on the budget, I think what Harry suggested is a good addition to the financial report. I would also note that the agenda on mentions currently the approval of the check run summary and combined balance sheet. You have been providing some other very useful information and I would request that it be added to the standing agenda, that's the Capital Projects Reserve fund and the Statement of Revenues and Expenditures. I would personally rather see the order of them be the Combined Balance Sheet and then the check run summary at the end.

Ms. Burns: You just want the sections of the financials listed on the agenda?

Mr. Realmuto: Yes, the two I'm asking for not necessarily all of them.

Mr. Plummer: I have a question on the financials, we show \$13,325 for property taxes. I think that property tax relates to the restaurant?

Ms. Burns: Correct.

Mr. Plummer: Does that need to be reviewed in terms of being exempt?

Ms. Burns: The property tax exemptions are due March 1, so we will submit an application in February to the extent the status of that has changed. We don't know if it will be approved, but it will be done as part of that process.

Mr. Plummer: Thank you.

Mr. Realmuto: I will add that to the calendar.

TENTH ORDER OF BUSINESS

Public Comments

Mr. Plummer: Are there any public comments?

Resident (Tom Scali): I have not been staying very close to the restaurant contract but I would like a very brief summary of what we are financially responsible for with the restaurant and what is the projected expense going to be for at least the next year.

Mr. Krumrie: We have an agreement and in that is a budget.

Resident (Tom Scali): Just summarize it because most people don't read it.

Mr. Krumrie: The projected loss for the restaurant for a 12 month period is about \$150,000.

Resident (Tom Scali): That would be a line item in our budget and I guess we could assume annually our assessment will go up to cover that.

Mr. Krumrie: That would be one way to cover the loss if there is a loss.

Resident (Tom Scali): Next thing I would request as I've done on three previous occasions is that we have a minimum requirement of the state for COVID, and I would ask you to please consider being above the minimum requirement. We are in an adult senior citizen community. Twice or three times there was a mention of purchase of the golf course, could someone give me a little enlightenment on that? I thought CDD II was responsible for the purchase of the golf course and we were only responsible for the maintenance of the cart paths and bridges.

Mr. Costello: When all of this went about we bought the East side of the golf course. We own the East side of the golf course, and we rent it to CDD II.

Resident (Tom Scali): Alan, doesn't SWFWMD have some engineering drawings of the easement with the farmer? Isn't that a requirement by federal law?

Mr. Rayl: No. They don't have anything other than a lake level study that they conducted in 1985. That is attached in the original complaint that we created about

elevated lake levels. There is no existing easement. I was the previous Polk County engineer, and I reached out to the department head for roads and drains in Polk County asking if they have any rights or flow easements over that. They had nothing and they had no ability to help.

Resident (Tom Scali): That seems very unusual.

Mr. Rayl: I don't disagree with you. I'm satisfied at the solution we have been able to arrive at.

Resident (Tom Scali): Thank you very much for answering my questions.

Mr. Plummer: Thank you Tom.

ELEVENTH ORDER OF BUSINESS

Supervisor Requests / Supervisor Open Discussion

Mr. Costello: I've had quite a few people approach me about the registration of the golf course. I know that we are within an agreement that the carts will be registered. When all this started I spoke with Doug Robertson and the only thing it was going to be was a name, phone number, address. We need to think about how we can approach CDD II. I don't think we want to stop anybody from parking their golf cart on our property due to the fact that they don't have registration. A lot of people are not happy about it.

Mr. Realmuto: I spoke to that at the meeting as a resident. The way to prevent that was to not vote to make it part of the Joint Amenity Agreement. Going forward we will need to look at changing it or what action we can take in response to potential violations.

Mr. Costello: I intend to not ask anyone to leave due to them not having registration on their cart. I would appreciate it if people would register their cart but I'm not going to ask someone to leave a place that their assessment pays for every year. I think we have to approach CDD II and find a way to change the agreement or alter it. There are many many people who are totally unhappy about this.

Mr. Realmuto: I'm glad to see your change of heart Mike, that makes two of us so far. In relation to the golf course an issue that came up at the last meeting was ensuring that the information that is being collected from the golf cart registrations is shared with us and the necessary security people. We were assured it would be. Has anything actually been done to share that information?

Ms. Wells: We got a spreadsheet about a month ago that has a list of who has registered their golf cart and I passed that along to security.

Mr. Realmuto: Is that just a list of who, or does it include the other information like addresses and phone numbers?

Ms. Wells: It lists the golf cart registration number, name, address, and phone number I believe.

Mr. Howison: Do they have a process in place to make sure that information remains current to you?

Ms. Wells: I have not received an update but Mary did say in the email that she would send me periodic updates on that.

TWELTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the meeting.

On MOTION by Mr. Howison seconded by Mr. Costello with all in favor, the meeting was adjourned.


Secretary / Assistant Secretary


Chairman / Vice Chairman