

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

The regular meeting of the Board of Supervisors of the Lake Ashton Community Development District was held on Monday, **November 15, 2021** at 9:30 a.m. at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lake Wales, FL.

Present and constituting a quorum were:

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

Also present were:

Jill Burns	District Manager, GMS
Jan Carpenter	District Counsel
Christine Wells	Community Director
Matt Fisher	Operations Manager
Alan Rayl	District Engineer
Garrett Posten	District Engineer
Annie Toth <i>via phone</i>	Metz

FIRST ORDER OF BUSINESS

Roll Call and Pledge of Allegiance

Ms. Burns called the meeting to order at 9:30 a.m., called roll, and the pledge of allegiance was recited. Five Supervisors were present constituting a quorum.

SECOND ORDER OF BUSINESS

Approval of Meeting Agenda

Mr. Plummer: First item on the agenda to take place is the approval of the meeting agenda. Does anybody have any additions, corrections, or changes to the agenda they would like to propose?

On MOTION by Mr. Howison, seconded by Mr. Realmuto, with all in favor, the Meeting Agenda, was approved.
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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)

Mr. Plummer: We'll move on to public comments about the specific items on the agenda. I'm going to have them just in the way they're stacked here. You may have turned them in a different way, but this is the way they showed up at my table. The first one is Iris Realmuto.

Iris Realmuto (Lot 1031): The first thing I want to talk about is the alternate side of the street parking. It will eliminate the weaving situation. However, it introduces a new problem when it comes to visibility. I've already witnessed where two trucks with trailers were parked near a corner and both cars on the opposite side couldn't see each other, started moving in towards each other and one had to back out and the one that was backing out already had another car behind it. The result is that luckily, they were going slow, but it could have been a messy accident. There are trade-offs in switching to the alternate side of the parking. The other thing I want to talk about is purchasing a new golf cart. I don't think it's necessary when we have one that sits idle in the parking lot all day long. I suggest using the delivery golf cart. We already have spent enough in lost revenue. Why not take advantage of using the golf cart instead. But if you choose purchasing a new golf cart, I recommend that you purchase the one that has hard sides so that it protects our security guards from the elements.

Mr. Plummer: Thank you. Next one here on the stack is Tom Scali.

Tom Scali (3084 Dunmore): I'd like to talk about alternate side parking. I think it's a great suggestion and I hope that we could do the homework to make sure that it comes out successfully. Iris has one concern. I think communications is going to be a concern, especially with the vendors. One way to control that is, every time a vendor comes into the parking lot, he's told he's got to park on the left side. Communication with the residents because a lot of people just don't read emails, and aren't concerned about anything. I think that's something you're going to have to address. Changing the sides of the street, I'm assuming you're not going to keep it on one side of the street all the time. One suggestion would be that we have odd and even addresses. We have odd and even months. If we have odd months, odd address, even months, even address, and that would be the side that it would be on, a suggestion. And then is there enough room, if we do go

to one side of the street with all of the people cutting grass and all of the maintenance that's going on in the community. If we do both one side, do we have enough room? I don't know the answer to that. I'm hoping you guys do before you make the decision. That's all I have to say. Thank you.

Mr. Plummer: Thanks, Tom. Next one here on my list is Jack Van Sickle.

Jack Van Sickle (Lot 573): I've got some concerns and I want to voice them to the complete Board. I sent an email to the Board questioning why Canadians were given a discount instead of all residents. This was an advertisement on the website here. I found the advertising divisive. Why put Canadians and Americans? Would it have been better to advertise the savings for everyone to get people in the restaurant? I also included my personal experiences hoping for some solutions. Unfortunately, your response Harry, is why I think we continue to have issues in the restaurant. Instead of addressing the comments on the issues that I wrote to you about, you went on a personal attack of me. The first step in working towards improvement in a restaurant operation is to admit that there are problems and work cooperatively to find solutions. That is why I suggested in my email for a survey of the residents who don't regularly frequent the restaurant to find out why they don't, find out why the restaurant is often empty. I'd like to point out that I directed my comments to the Board. I did not put negative comments on social media as we see a lot in here. My wife and I have probably been in the taproom close to 30 times. But as I said in my previous email to you, we only did personal dining twice due to my health concerns. It's not up to you to make those decisions for me. After a heart valve replacement, pacemaker, and sceptors last year, my cardiologist suggested that I do the utmost caution going out. The majority of the curbside pickup is what we did. In the e-mail that I sent to you earlier, there were issues with the pizzas and the pizza oven and so on. I won't go into those details. As far as my failure to be elected in the last election, I might point out to you, you also failed. You were appointed. You think it's funny, but I won't go into more than that specifically. There are those who have always had wonderful experiences in the restaurant. My wish is for everyone to have that experience, a wonderful experience. I would like to request this Board choose a different member to oversee this restaurant or turn the responsibility over to the city staff because obviously, Harry does not have an open mind when it comes to the restaurant. In my opinion, Harry

should resign or be replaced with someone who does not issue a personal text when a resident comes to them with a problem. That's why we have a problem. We tend to go to certain members up there, because certain members are responsive to the community. Since you've broken it up in different areas, you have to go to that person. I didn't find being attacked was being helpful. Thank you.

Mr. Realmuto: Before we move on to the next item, I do have a question for Jack, because I hate coming into the middle of a conversation and clearly, we weren't privy to that conversation. Now that it's on the public record, I know any resident could, I guess, request whatever that they wanted. My question is, can we as Supervisors somehow under the law get a copy of, I think we all got Jack's email. But what we didn't get is Harry's responses. Is there a way that can be provided since we're in a public meeting now?

Ms. Carpenter: If it was in writing yes, it's a public record, but if it was verbal, there's no way to document it.

Mr. Realmuto: Just to be clear, it would not be a violation of the Sunshine law for either Harry or Jack, to send that to us or for someone to make a request to get a copy of the response.

Ms. Carpenter: If it was writing send it to Jill and we'll look at it and make sure there is no opinions or anything that would be communicated. But if it were just a factual discussion, it's a public record, and it could be distributed.

Mr. Plummer: Alright. Next on the list is Brenda Van Sickle.

Brenda Van Sickle: I'd be happy to answer everyone's question. I wanted to do this in a public forum, so it's not a Sunshine violation. My husband went to Harry. He had a few concerns. He had a question. I believe he made some suggestions on how to fix things. I think we all want a restaurant in here, but we want it to be successful, and for it to be successful, we all need to support it, but it needs to come up to our standards. Because if you have low expectations, that's exactly what you're going to get. This is the response my husband got from Harry, "Jack, my money is on the fact that you have rarely supported past restaurants. I have never seen you down there. So if you are looking for more votes for your third failed attempt at running for the CDD, spend your time elsewhere." I will have you know we've been down there at least 30 times, and like Jack said the cardiologist told me that if he gets COVID, it'll kill him. So we did pick up, we

tipped well because we wanted this restaurant to succeed. I find this just ludicrous, Harry. This is the way you're going to answer questions to people that have genuine concerns? You've got to take the good with the bad and come up with the best solution. Because I think everybody here wants it to succeed. But making excuses and talking down to people is not the way to do it. Having different experiences, I can tell you what we've had. Like I said, we don't go on social media and spread this. If not, if you read it, I'm sure you'll get some of that, but people are attacked if they have different opinions. But a lot of times if you take those different opinions, come together and honestly work together, you'll come up with a solution that works for everybody. I hope that's what the Board will do.

Mr. Plummer: Next is John Sebastian.

John Sebastian (Lot 931 14230 Coconut Drive): I'm here about Agenda item 8, C as in Charlie, Roman numeral 2, titled Lake Ashton Community Director Consideration of a quote for a one-time maintenance of an area near hole number 5, obviously on the east golf course. The quote is for \$3,510. It's a onetime charge. There are no reoccurring charges as Yellowstone has agreed to maintain the area ongoing just as part of our contract with them. Actually speaking for myself and on behalf of some of my neighbors on Sable Loop Drive from about 4053 to 4013, the area that's overgrown. It's one of those "missing areas" where when the golf course changed hands for some reason the areas that were being cut just stopped. This is one of these areas. This is the missing area that was once maintained, cut, and treated quarterly by the golf course, and since the ownership changed, it's just been growing and growing and growing and it has grown into either partially blocking or almost entirely blocking the view to the lake from the home. I believe this might be the last area to be identified when we're working on these earlier this year. Like I said, it's a onetime charge, \$3,510, no reoccurring charges. I respectfully request or urge you to approve this charge and to get this work done, and that's why I'm here. I also wanted to thank Lloyd Howison. Lloyd has done a lot of work with SWFWMD, wildlife people, the vendors, Christine and Matt. I want to thank him. Thank you so much for all the time and effort you put into this. Thank you. I sincerely appreciate it. That's all. Thank you.

Mr. Plummer: Thank you. I believe there are two that were emailed, and Jill if you want to read those.

Debbie Landgrebe (emailed comment): Regarding the restaurant, it says now that things are getting back to a new normal, I'd like to make a restaurant recommendation regarding the day the Tap is closed. It was recently brought to my attention that on Mondays many restaurants are closed. Why not take advantage of the situation and have the Tap open? With Bingo starting up, this would also be an excellent time for the restaurant to serve as the players and for our CDD not to allow any outside drinks, food, etc., being sold. Certainly this would help the bottom line.

David Fix (4444 Turnberry Lane, emailed comment): I moved to Lake Ashton in July of 2020, since the Ashton Tap and Grill opened at December 2020, I've been very supportive of the restaurant. I post events on the talk of Lake Ashton Facebook page. I posted so regularly that the administrator of the Facebook page questioned if I was receiving monetary benefits from all my posts, I do not. Since I was not receiving payment for my posts, I was asked why I post, my answer to the administrator is because I want to do anything I can to help Ashton Tap and Grill succeed. At the beginning of 2021, I regularly ate at the restaurant sometimes two or three times each week. I was an almost daily customer when drink and food service started at the swimming pool. I was instrumental in bringing live music here on Sunday Funday by meeting with the restaurant manager and discussing the particulars and benefits of live entertainment. I was responsible for personally booking the musicians, which led to increased business on Sundays. Recently, after discussions with the restaurant manager, I've begun submitting scheduled entertainment to the local newspaper, The Ledger, for inclusion and the weekly entertainment calendar. I firmly believe in the power of social media in promoting a business as a way to increase business to a particular establishment. Sadly, social media can also be detrimental to a business, especially if the business is a restaurant. Negative reviews of the food served as well as service can be a killer to a restaurant. It is sad to see that Ashton Tap and Grill regularly lose thousands of dollars, only to have the losses offset by money provided to METS via the CDD. Things must change, and preferably sooner rather than later. Just days ago, it was posted on the Ashton Tap and Grill Facebook page that a special is being provided this week. Draft beer and wine are being provided to a certain segment of our community, not all. When I questioned the manager of the special, that according to me, as well as a larger segment of Lake Ashton is unfair,

I was told it was being provided to our Canadian residents only. Passports or driver's license which were to be shown to receive discounted prices. The special seems only to divide the community and not be very welcoming in the community. It was further explained by the manager that the Canadians were not here to enjoy the soft opening of the restaurant nor the drink specials at the time. If Ashton Tap and Grill is now being customer specific in providing specials, what about our residents that were not here during soft opening because they were already home last December to enjoy their Christmas and New Year's holiday with their families up north? What about those in our community that live alone and maybe widowed or widowers? They may not have been able to participate in their two for one steak night at the restaurant. Should we have a special for half price steak for those members of our community? I believe this special felt flat and it's done nothing to increase business to Ashton Tap and Grill. When questioned about this unfair special, I was told by the manager, from what I understand, the community has a handful to a dozen Canadians coming back this week. If Ashton Tap and Grill wants to build on their failing business plan, I believe they need to work to unite the community versus divide it by this complete failure in advertising.

Mr. Plummer: Thank you Jill. I believe that's the last comment that we have. We've gone through all of them that have verbally presented.

FOURTH ORDER OF BUSINESS

**Consideration of Minutes from the
October 18, 2021 Board of
Supervisors Meeting**

Mr. Plummer: The next item on the agenda is consideration of the minutes from the October 18th Board of Supervisors meeting. Are there any additions or corrections to the minutes that were presented electronically?

Ms. Burns: And just one note as noted in the minutes, but when we came back after the closed security session, the recording did not pick back up for whatever reason. So the end of the meeting is a summary as opposed to verbatim that is noted in there. So if you see that, that is why.

Mr. Plummer: That answers my question. Any others?

On MOTION by Mr. Howison, seconded by Mr. Realmuto, with all in favor, the Minutes of the October 18, 2021 Board of Supervisors Meeting, were approved.

FIFTH ORDER OF BUSINESS

Restaurant

A. Ashton Tap & Grill Update

B. Presentation of Restaurant Financials for October

Mr. Plummer: Next item on the agenda is the restaurant, Ashton Tap and Grill update. Is Annie on Zoom? Are you there, Annie?

Ms. Toth: Can you hear me?

Ms. Burns: A little bit. I think it's the best we're going to do.

Ms. Toth: Okay. Now, in the month of October, we had a 31-day month, a four-week period. They revenue comes to \$1,860.44 per day, and this was an increase from September which was \$225.44 or \$1,352.64 per week. Our strongest week was week 4 and Sunday Funday revenue was in between \$2,200 and \$2,900 and that stayed strong. It stayed strong for the month of October. The average ticket was down a little bit from September, it's \$1,573. Our catering was up from the month before, which is \$7,438.68 in total for the month. We know that the register system is automatically connected to our C2 accounting system, that's how we get the numbers. Food cost was up 35.5%. Labor, again, is up 73.5% with a number that is shown on the financials here. That \$29,478, did not include the tax and the franchise so, the \$37,691 in October does include those two. We've been up on overtime to \$631. We will continue to see an impact on labor rates, as we all know came September 1st, bartenders now make \$10 versus \$8.56 and the servers make \$7, which was \$5.65 before that. For the unusual costs, the credit card charges were \$1,692.44 for the month, Metz balances the credit card charges quarterly as charges don't hit our end with accounting periods. In the notes, the overall charge of \$15,908 represents \$39.77 per week. Our Winter menu roll out took place October 18th this year. We have our little happy hour that is 4:00-6:00, seven days a week with some our feature drinks and food. That's all I had for today.

Mr. Realmuto: I had a couple of questions on that report. For those of you who may not be aware, Annie does provide this report in written form to us in advance. Though it was rather late, so I didn't have the chance to ask the questions directly to her earlier.

My first question is on the revenue number. You said in your report that revenue inclined to \$1,860.

Ms. Toth: I cannot hear you.

Mr. Realmuto: I'm going to go on for the Board. Maybe we can follow up later and get answers. I think it's important to bring this information up. I can speak louder if that helps you Annie, but it's pretty loud here. Let me just go ahead and ask. Basically, Annie said revenue inclined to \$1,860 per day. Quite frankly I'm not sure how these numbers were arrived at. I can tell you they're not supported by the numbers in the invoice. According to the invoice, revenue, did incline, I believe, to \$1,802. There's a difference of about \$1,635 per month that appears to be in the catering amount. In her report, she says catering was up \$7,438.68. Well, if you look at the invoice and add up the two catering amounts, you see that it totals \$5,776. That's most, but not all of that difference. I think we need to look into that, and clearly, we weren't credited for the amount we're being invoiced for, so it needs to be resolved prior, I think, to paying that invoice. Because there is a discrepancy. Moving on, as Annie pointed out, labor after being near an all-time low last month is up significantly to 73.5% this year. That's very, very concerning because it basically makes it impossible for them to meet the budget, and certainly, I think not anywhere near break-even, so I think that's something I'd like to hear more about. I will say in my fellow Supervisor Krumrie's defense, I know he's become a lot more proactive in managing and requesting help from the Metz corporation on some of these difficulties. He did share with us in an email earlier this week his areas of concern and the steps that he's taking and has asked Metz to address and I applaud him for that. It's unfortunate that apparently Annie can't hear us and no other management from Metz is here because quite frankly, we all understand what's been asked of them by the designated liaison. But my question for Metz, and I think this would have been more of a Metz management question than a general manager question, was, what is Metz doing to respond, to Supervisor Krumrie's request? And maybe Supervisor Krumrie, if you've got some information on that, you can shed some light on that for us.

Mr. Krumrie: I don't have any great answers, but I have some answers. Number one they have hired an area manager now to replace Mr. Brown. He'll be on site this Friday, as well as Mr. Brown so we will have two people here on Friday. I don't think

anything major is going to be accomplished by that day, but on the 29th of November, later this month, Metz is sitting down, I understand, to be a team of people that will help in training and so on. But clearly, we need help. There's no doubt that, as Jack pointed out, our service is not very good, the service is questionable. We have good days, we have not good days. We have to have consistency in delivery of service.

Mr. Howison: I have a quick question and that is for these trainers coming in on the 29th. Is it your understanding that they're going to try and charge us for that, or will that be provided by Metz?

Mr. Krumrie: I don't know the answer to that question, I can't answer it. They should not be charging us.

Mr. Howison: A second thing I'd just like to throw out there, piggybacking on what Steve said is that our food costs as Annie said, were 35.5% for the month, but for the middle two weeks, they were 43.4% and 52.9% respectively. In addition, on week 3, our catering revenue was negative \$1,136. Those are two other points I'd like to get cleared up when you sit down, either one of you.

Mr. Costello: One of the biggest things that I've noticed, I read what you had put out, Steve. Numbers, they're all over the place and they don't match. They simply do not match. I'm not talking about simple differences of let's say \$100. I'm talking about \$33,000 and I don't know where you're getting your figures from. Believe me, I'm not trying to fault either one of you. The only thing is, I would like to be able to pick up two pieces of paper and have either say A or B. I mean, the numbers are all over the place.

Mr. Realmuto: Mike, I'd like to respond to that and I can cover it in more detail. The answer is very simple. Quite frankly, the numbers do match exactly with the numbers GMS publishes in its budget, they match exactly. Where there's a difference, the difference is in the Metz contribution because it's a different line item. So the only difference you will see is in revenue. That's because depending on which figures you're looking at, that contribution is included or not included, that accounts for the difference. I believe is a difference actually of \$36,000, whatever is listed as the Metz contribution in our budget numbers. Again, the reason I don't include that is because essentially that's an amount we owe, it's a liability that's pro-rated over a five-year period. If something were to happen, we essentially would have to then pay at this point more than 80% of

that amount back to Metz. But that is the only difference, I've done double checks and triple checks with the numbers that are provided in my spreadsheet. There is one minor error in the update I provided you that, I guess, count average check for the year. But other than that, I'm confident that the numbers match what Metz has provided and what's in the budgets and financial updates provided by GMS, everything agrees. I'd be happy to sit down with you at perhaps the conclusion of this meeting to go over it. But I feel pretty confident in that.

Mr. Costello: Another problem is and I think we've heard it pretty loud and clear this morning, is the fact that there are a lot of people who have some dissatisfaction with what's going on. We have a suggestion box I think in the hall by Christine's office. People going to one Supervisor or another with the laws being the way they are, we can't talk to one another. But if they do put something in the suggestion box, I'm sure that Mr. Krumrie would follow up on it.

Mr. Krumrie: What we're going to do, and Jan and I have been talking as the Supervisor standpoint. If the Supervisors have a concern, were hoping that maybe perhaps we channel the questions to Christine. Christine and I would meet with Annie or Metz management or whatever try to get answers to those questions. What do you think about that as compared to taking more time and so on?

Mr. Costello: I'm sorry to interrupt you. Another thing that did come up this morning was why are we not opened on Monday when bingo is in session. I could tell you last Monday being the first time that we were back, many of the people came to us and asked how come the restaurant isn't open. Because in the past we have had it, where when Nina was here, she would make sandwiches and they would sell sandwiches that are there. I had to ask John if he had spoken to Annie about that and he said yes, he did, but he got no response. We're at a point right now if we're going to make a success of this thing, we've got to go after every penny we can, we have a situation where the rentals on this room are down. I mean, thank God that bingo did come back because I mean it's \$20,000 a year. Right now we have to do everything we can in an effort to try, and let people know that this restaurant is here.

Ms. Carpenter: I'll follow up with Harry a little bit that there seems to be some frustration in obviously that you can't talk with one another. Harry and I tried to come up

with a system and I think this month he put out an email to the Board. He's going to do monthly a factual list of things that happened that came to his attention, so you all will know what he's seen and not seen. Then if you have questions or comments or things that he has not been made aware of, send them to Christine and Jill. Then Harry will try to meet with Christine or Jill and meet with the restaurant ahead of time so when we get to the meeting, hopefully we'll have answers and not have either putting the restaurant on the spot or not have to have last minute questions that aren't addressed. In that way, hopefully everybody's issues will be addressed before the meetings without having to breach Sunshine Laws.

Mr. Howison: In a quantitative point of view, I know there's a survey out there but it's issued sporadically. If we're going to have a suggestion box, I wonder if we could have some survey that just somebody can check off pretty quickly; how was your service, how was your food etc.? They put it in that box and then Christine gives us a weekly, or monthly quantitative report of what that is, before it goes through the hands of the restaurant management or can be interpreted. I also think that Harry needs to see them first, but we want to avoid the constant negative feedback on Talk of Lake Ashton and other social media outlets. I know we've all talked about it, there are a lot of negative experiences taking place right now at that restaurant and we've got to get our arms around it and we've got to get people back. I'd be willing to bet that a large percentage of people have sworn off the restaurant and won't come back.

Mr. Costello: Well, I think one of the things we have to do like you said, is we've got to stop the negative things about the restaurant and we've got to concentrate on a few more positive things. One of the things that I heard this morning was the restaurant is not consistent, the service isn't consistent, the food isn't consistent. Usually you go back to a place because of the fact that they're either consistent or you stay away from a place due to the fact that they're inconsistent. I realized that the turnover of employees has been detrimental to running the restaurant. But we have to find a way to get past that and make it a positive dining experience.

Mr. Realmuto: Part of what I'm hearing here is the desire to change what's said on social media. It almost sounds like a desire to control communications. I think most of us have been around long enough to know that's not going to happen. The way to improve

it is to improve what people are commenting on. With regard to sending questions on things that occur between meetings through Christine, I think that's essentially what we've been doing and I have no problem with it. If what you're trying to do is eliminate those questions at this meeting, I do have an issue with it. A lot of the questions that came up and that I asked previously and a few more that I still have, frankly, couldn't be asked because that report that Annie presented was only sent to us, I think on Thursday. We get that information very late, it takes some time to sift through it and digest it. It's a contractual obligation that the Metz corporation have someone here at this meeting to provide a report and respond to the questions, that's the proper place. If I have the information far enough ahead of time, that would mean with the agenda packet at the beginning of the week. I'm more than happy, I prefer sending people questions and getting answers before the meeting. But it's clear with the lateness of some of this information, we're not able to do that. I just think we need to reserve the right to ask questions during this meeting.

Ms. Carpenter: There's no intention to cut off questions and I think with a new manager starting a new training, it sounds like Metz has gotten the direction of the Board to get things back up to shape. One question that came up, this came up from the Board and from the residents offering a discount to Canadian residents. You'll see often restaurants will offer a benefit to veterans or to some special group on a certain day to mothers on Mother's Day; it's a promotion. It sounds it was certainly not well received by many, so that would be something that I will direct the restaurant to not do that kind of promotion.

Mr. Plummer: First of all, Steve, I want to thank you for your pounding of the numbers if you will. But anyway, I appreciate that and answering those questions. Harry, I think that you started down the correct road to get Metz in here. I think we've all expressed an interest in the fact that we weren't getting the help from Metz that we needed to get and the guidance. I think that you're getting them in here and especially getting a new regional manager that will work with this on a frequent basis instead of the way it's been will be a great help. But I think that if you can continue to use that line of communication through Christine to allow us to know how those meetings are going so that we don't have to wait till the next meeting to find that out because we all know that

quite frankly, time is of the essence to get this ship righted and get it done correctly and I realize that social media is social media, and I don't really care what happens. You can't control it. Quite frankly, you don't want to control it. But anyway, I think that the only way we can ever get that to improve is to actually improve the product that we have out there. If we can improve that, then the social media will take care of itself in that regard. I think we're started down the right road, but I also would like to say that it's imperative that we make sure that the Metz corporation knows that this is not something that we can wait time to be able to take care of. We need to get on this issue immediately and get some resolution on what the best way to do that is and obviously there's a multitude of things that they need to look at to get that done. Not only at training staff, but how are we doing with the total management and everything that they need to look at the whole thing top the end and figure out what we need to do to fix the issue and get us back to where we need to be.

Mr. Realmuto: I did have one question for Harry before we move on to the section that includes my report and that is, you raised an issue that was really concerning to me, Harry, It sounds like it's something that might not have shown up yet in the October financials. But for this month it sounds like we're actually being forced to use temporary help for labor in the restaurant at the rate of \$25 an hour. As you'll see in my report and we'll talk about this more soon, the numbers are going in the wrong direction while we have residents returning, and that's really concerning. We budgeted a loss of a certain amount that we felt we could live with. But they've diverged dramatically from that in the month of November, basically, the weeks we have between the October report and now and I'm really concerned about that and if there's no way we're going to be able to dig ourselves out of that hole. If that were to continue for the rest of the year, I'm sure we'd all feel compelled to act, and not allow that to happen.

Mr. Costello: One of the things there is the fact that a year ago when Metz took over, we gave it to Metz. They were asked about being able to hire people during the pandemic and their response was, if I remember correctly, they more or less said, we're a big corporation, we will hire people, bringing people in, like you said, at \$25 an hour. I might be willing to go back to work.

Mr. Plummer: Harry, we will wait until here in the next 10 days, you'll have some meetings that should shed some light on the direction we're going in and maybe they can give us some ideas about how long it's going to take to get this accomplished. Anything else about the restaurant?

C. Restaurant Financial Dashboard and Analysis *(requested by Supervisor Realmuto; all back-up pertaining to this item provided by Supervisor Realmuto)*

Mr. Realmuto: This section C, which is essentially the financials I provide and for those in the audience, if you looked at the agenda packet, we hadn't gotten the restaurant invoice yet, so essentially the first page hadn't been updated. We did get that invoice. I believe it was Wednesday or Thursday, and I was able to incorporate the numbers. I provided those to the Supervisors and I believe Christine will make them available to everybody when she sends out the wrap-up report, there'll be a link to the updated report from me. But meanwhile, what I did is I updated the numbers to include the October financial expenses as well as income and a couple of things jumped out after having one of the best months we had, basically since they opened in September, October shaped up to be one of the worst months, quite frankly. The bottom line is, we had a deficit of almost \$16,000 in the restaurant last month. To put that into perspective, we lost \$568 each of the 28 days that comprise that October period. That cost each resident of Lake Wales \$16.53. I'm trying to make the numbers relatable. Clearly, if that were to continue, we really run ourselves into the ground that exhaust our reserves. On a positive note, for revenue for the month was down slightly. But that's because September was a five-week month and October was a four-week month. If you look at the numbers casually, it looks like a revenue went down, on a positive note, I want to point out that the average per week or per day revenue actually went up. I'm sure that's partially due to returning residents and perhaps all the other factors. The problem I don't believe is on the revenue side, although I do encourage all residents to patronize their restaurant, the only way we're going to keep it here is to use it. Obviously, there are other issues that need to be addressed but those are in Harry's hands. But the real concern here is that I included something new on this first page this month, and that was the variances from the prior month. The real variance is essentially the reason we're so negative, I believe is labor. Labor at 73.5% of your revenue is unheard of in the restaurant industry. No one could

survive for very long at those rates and with what we heard about having to go out to the market and pay \$25 an hour, that's going to get substantially worse. Just the cost of food and labor alone much less all the other costs are now more than what the restaurant takes in. That's really something that needs to be addressed and I trust Harry will work with Metz management to take care of that going forward, but that's what we have to keep an eye on, be ready to address it if this situation can't be corrected. Thank you.

Mr. Costello: Harry, do we have any reasoning as to why we have such turnover of waiters and waitresses in here and from what I understand, the cook staff, there's been a major turnover there. Do we have the reasoning behind as to why they're leaving?

Mr. Krumrie: We don't have exact knowledge. I can share with you about what we see in the rest of the world and that's it. Last month, 4.4 million people quit their jobs in the United States, 4.4 million in September. Of the 4.4 million and you start looking at the data on the microscope, the biggest area of concern is people who are lower paying jobs. It was like 63% turnover, and the lower paying jobs is around \$10 an hour and it doesn't work anymore. If we have employees who refused to work New Year's Eve. What do you do? You can't fire them.

Mr. Costello: But we're looking at the negative side of it. What can we do on the positive side of it in order to retain the employees that are here?

Mr. Krumrie: I suppose we could offer bonuses or something along those lines.

Mr. Realmuto: My contribution or comment would be that we have to look at the reasons that they're leaving and there are some things out of our control, that we can't control naturally, but perhaps if we were to understand better why they leave, there are things we can do about it. Some of our residents are cheap and don't tip enough so they're not making enough. I think it probably has more to do with the number of people coming in, at least I hope so. But if we if we could really identify on a factual basis with data where the issues are and they're multifaceted, you are probably not going to get the whole story from any one person. I think you all heard how I spoke to some of the employees who left. Then I got a pretty well-rounded picture. It's nuanced. There's more to it than any one thing. I think we really need to address some of that and frankly, management has to take responsibility for their decisions and actions and tell us what they're doing about it and be proactive.

Mr. Costello: This is what I'm trying to bring about it. Is there a problem in the restaurant that these people are moving because other restaurants have retained some of their waiting staff and everything else but when we're bringing in people in at \$25 an hour, I mean, it is getting very expensive and then you start counting their tips like I said, I might be willing to go back to work.

Mr. Krumrie: Metz has to look at this very closely. No question about it. They're the ones that understand. They're the ones that know how much turnover there it actually is, they should understand the issue.

Mr. Costello: I just hope that we're not going to get the answer that it's totally related to COVID because, I hate to say it, but COVID quite honestly, it still exists. But I don't know that it is the problem that it was six months ago.

Mr. Krumrie: Clearly, it's Metz' issue, ultimately it is our issue, but Metz' issue.

Mr. Realmuto: One concern is that we essentially pay a 5% administrative fee on top of our monthly administrative fee or the cost of labor. It sounds like we could potentially be paying 5% of that \$25 an hour to temp agency. I don't think Metz should be rewarded financially for the situation we find ourselves in when they are the company. We need to negotiate something as far as that 5% goes.

Mr. Plummer: Another item to talk to Metz about, Harry. The thing about it is, and we all go to other restaurants in the area, in my experience with other restaurants is, they have turnovers in waitstaff as well. However, there seems to be a core in those restaurants that they keep. There's a number of servers that seem to stay and I don't see that here. I don't see us having a core that stays and that concerns me as to what's causing that if you don't have anybody with any loyalty that's staying, there's got to be a reason for that. I hope that when you talk to Metz, we can work on that and find out why we can't even keep the core of employees, it's just a complete turnover. It's not just peripheral. Whatever that may be caused by, we need to find that out and make that so that that's changed and made a better option for our employees.

SIXTH ORDER OF BUSINESS

Focus 2025 Review

Mr. Plummer: Now, we will go to item six and the Focus 2025 review.

Ms. Wells: Just wanted to give Supervisors a couple of updates on some of the projects that you approved previously in regards to the Focus 2025 survey. We do have the hand railing installed on the east parking lot here. Looks great, really happy with that. Matt met with a gentleman that's helping us with the refurbishing of the horseshoe courts. They're working on that. Hopefully they'll have that done by the end of this month, beginning of next, it's a cooler season now so it's able to get a little bit more things done than in the hot sun. Still waiting on a scheduled time for the door opener for the east parking lot to be installed, that's the only thing we're waiting on. I'm still going through those comments. I wanted to ask the Board since a lot of this stuff, I cover it in my community directory report anyways, if you want me just to add a section to my community direct report moving forward on the Focus 2025 review?

Mr. Plummer: Yes. I think that would be good.

Ms. Wells: Okay, perfect, and that's all I had.

SEVENTH ORDER OF BUSINESS

New Business/Supervisors Requests

A. Consideration of Quotes for the Purchase of a New Golf Cart for Security

(1 quote provided; 2 more quotes to be provided under separate cover)

Mr. Plummer: Next item on the agenda. It's under Item 7, consideration of "Purchase golf cart for security." I think you were provided two or three quotes and Christine, I'll let you go through those.

Ms. Wells: One quote from Art's Golf Cars was included in the agenda packet. This was the original quote that was used for the place holder amount on the budget for fiscal year 2022. Just as a reference, the budget has \$7,650 allocated for the replacement of a security golf cart. There were three additional quotes that were sent to Supervisors and you should have a copy of those. The first one is an additional option for Art's Golf Cars, staff was asked to get quotes on golf carts with hard sides. The original quoted golf cart that was included in the agenda packet did not have the option to add hard sides. Art's presented another golf cart, which is a 2022 Club Car, onward, two passenger, with hard doors, windshield, mirrors, deluxe LED lights, and a three-year warranty, it was \$13,000, Bargain Golf Cars for a Yamaha with lights, turn signals, brake lights, torn windshield and a charger was \$9,400, and the option to add hard sides would be an additional \$3,500, and that one had a four-year warranty. Then finally, Performance Golf Cars presented a

2021 icon for \$7,695. Actually, sorry, it's \$8,888. There was an additional \$630. I see they added taxes here. It is the \$7,695 plus the \$630 and the \$13. It is a little under \$8,800 for the performance of golf carts. They do not have the option to add hard sides to that model. They didn't have a model in stock that would accommodate hard sides. That cart had a warranty of two years. The Art's Golf Cars quote that was included in the agenda packet, had a one-year warranty. Then the second option they did with the hard side option was a three-year warranty.

Mr. Plummer: I'm the one that asked to get the quote on the hard sides and that's based upon talking to the roving patrols about their patrolling in inclement weather, if you will, obviously, rain is an issue. The other is in January and February in the later hours of the evening it's cooler. The soft sides flop around and let air in and let rain in and etc. Those folks keep a variety of pieces of equipment that really would like not to see wet, but sometimes they're reporting paperwork and etc. But so that was the reason that I asked for that to be included as an option, was based upon what I learned from talking to the roving patrol folks.

Mr. Costello: Do we have a cart that was donated to us for the restaurant? It is by Art?

Mr. Plummer: Yes. It's by Art and we do. Obviously, it has a tray on it. Instead of the short back side.

Mr. Costello: What I'm saying here is the fact that they've been good to us. I think we may want to go out of the way to be good to them.

Mr. Realmuto: To be clear, when we say that was donated to us, I would call it more bartered. We traded an equal amount of value in advertising for the value of the cart. We appreciate it. I appreciate the support Art's has given us in advertising. It was not free.

Mr. Plummer: It was not free and it was not donated. It was bartered out in exchange for advertising.

Mr. Costello: Yeah, but it was also something that we spoke to another, one of the vendors on and they wouldn't even consider it. I believe they didn't consider doing it, am I right or wrong?

Mr. Plummer: I don't know that they wouldn't consider it. There were some issues with doing it. We felt that Heart had the better offer with what they wanted to do.

Mr. Realmuto: I just wanted to say that I think in considering the three quotes or perhaps two if we want to go with the hard side, since it's not available on the third, that we need to take into account the warranty periods and what we spend in maintenance on the golf cart. I understand that, basically, maintenance on the carts, the two security carts cost us \$150 a month each or \$1,800 a year over a two, three or four-year period, that adds up to almost as much as the cart itself. I guess my line of thinking here is a cart with a four-year warranty, that \$1,800 a year is \$7,200 over that four-year period, we might not need to have that maintenance agreement. Maybe that makes that the best choice. Those are kind of the lines I'm thinking about which vendor I think I would favor. Then that's up to a discussion on the hard sides.

Mr. Plummer: The maintenance contract was added after they left warranty.

Mr. Realmuto: Right. My point is a cart with a longer warranty period, we wouldn't be spending that \$1,800 a year.

Mr. Plummer: I just wanted you to understand how we got to the maintenance agreement side of that, and that was not done during the warranty period.

Mr. Realmuto: But again, I'm suggesting to equalize the crossover, they might look very similar now but when you subtract out not needing to start maintenance on the cart for an additional one or two years, that's an additional savings over time. That's all I'm pointing out.

Mr. Plummer: Okay. Other questions. Do we want to talk about the restaurant cart as Iris raised? It's not ideal for the security folks.

Mr. Costello: I had no intent of saying that we should use that as security. What I'm saying is, they've worked with us so let's take a good look at them. Let's reward loyalty if we can in any way, shape, or form.

Mr. Plummer: Fully I agree. I think that the cart that has the box on the cargo box, if you will, would be better suited for maintenance to use as opposed to security. Simply because it does not have the availability for the hard sides and etc. I think that using that in another fashion, if we're not going to use it restaurant wise would be a wise thing to do.

But I'm not sure that if we really want to go the hard sides, that might not be the best way to go.

Mr. Costello: Has it been used for the restaurant, the cart?

Mr. Plummer: Limited.

Mr. Costello: Yeah. I have realized. But I'm saying how much uses it's gotten from the restaurant?

Mr. Realmuto: I also agree that the restaurant cart shouldn't certainly be the primary security guard. In fact, I'm in favor of the hard sides for at least one. Just so folks know, we really need two for security. But the reason we're looking at just one is again, an attempt to be frugal with your money and the expenses in any one year and keep it down. But I think there is a strong need for a reliable cart, one with hard sides that can be used in inclement weather. I'll also point out that the soft sides don't last forever. We recently spent a lot of money replacing the soft sides on both carts, whereas I would expect the hard side should last and certainly are not going to wear out.

Mr. Costello: What has been the life expectancy or how many years are we getting out of these carts because I can tell you living on a corner that a lot of times, I can hear it that cart coming before I see him.

Ms. Wells: Yes. We've gotten about five years out of it. That's why we went to the preventative maintenance plan, is to try extend the life of the carts and it has. You've gotten your money's worth with the preventative maintenance plan. They just recently increased. It was \$90 per month per cart and this last month they increased to a \$150 per cart per month. That increase was just in the past month.

Mr. Plummer: To touch on your question, we do have two security carts. The reasoning behind two security carts is obviously when one's down for repairs, you have another to use. The second is they're electric carts, so when you're using one for eight hours and then switching for another eight hours for the second, generally you need the other cart because the first one is out of charge at that point. That's the theory behind the two. Using the restaurant cart or cargo cart in a pinch, there's no problem doing that. We just have never told them to do that, I guess.

Mr. Costello: How many times have we replaced batteries in a cart? Because that can get fairly expensive. I think somebody said something about one of them including batteries.

Ms. Wells: It does. We have with the preventive maintenance includes a change out of one set of batteries. I know we have done at least one change out in both cart since we started the preventative maintenance plan and I believe we did it one other time. This would be two change outs.

Mr. Costello: That's something that we really seriously have to take a look at it because a set of batteries is minimal, \$600.

Mr. Plummer: Having recently replaced them in my own personal cart, I can tell you it's \$1,000 for 8-volt batteries.

Mr. Costello: That's what am saying. It's not a cheap proposition in order to change the batteries out. If it includes a set of batteries during the course of the warranty, you know, sometimes you spend a dollar more and it saves you \$500 more. I mean, let's not forget that too.

Mr. Realmuto: I'm going to assume we're going with one of the two that offer a hard side option that both of those offer the warranty period that includes the batteries. I know for a Yamaha just because I own one. I have no relationship with the dealer, that I had the occasion to have my batteries replaced under that four-year warranty and they have to meet a certain electrical standard and they'll replace them one at a time until it does. But I know they honor that warranty because they replaced all six batteries near the end of that four years for me.

Ms. Wells: Art's Golf Cars just said three-year warranty. They didn't specify on what it was for and the Yamaha version just stated a four-year warranty as well. They didn't specify what was included in the warranty.

Mr. Plummer: Okay. How do we want to move forward here?

Mr. Realmuto: I guess I'll throw this out there. I'm going to make a motion to approve the quote from Bargain Carts with which is the Yamaha with a four-year warranty with a hard side. I realize it's more than what was budgeted, but I think it will pay us back over the long term and causes us to spend less money.

Mr. Howison: I'd like clarification on the warranties, whether they include batteries from each of the two dealers, Art's and Bargain carts. I think that would make sense. I don't know whether time is of the essence in this purchase.

Mr. Plummer: Yes, it is. Because we've got one that's down.

Ms. Wells: What I can do, I can call them as soon as I sit down because I think that there's a couple of things before, I have to come up again, and I can just give them a call and under community director report, I can report back on the warranty.

Mr. Plummer: Okay. Let's do that.

Mr. Realmuto: Yeah, let's do that.

Ms. Burns: Just for the sake of record. Steve, do you want to withdraw your motion then?

Mr. Realmuto: I withdraw it for now.

B. Discussion Regarding Alternate Side Street Parking *(requested by Supervisor Costello)*

Mr. Plummer: We'll move to the next item on the agenda and that's the discussion regarding alternate side street parking. Mike, you requested that.

Mr. Costello: I did. A couple of weeks ago. We had the, I believe it was Lake Wales Police Department here, and one of the things that was brought up to them, is that as you go through the community you have landscaping people who are parking right across from each other. You could barely get a golf cart through and I've seen it happen many times. The only way that we're going to alleviate this problem I think is to go with the alternate side of the street parking. We could do it on the main thoroughfares as a test. What would probably be the best bet would more than likely be that fire hydrants are all on one side of the road, so we make alternate side of the street parking on the other side of the road. I realize that the signage is going to cost us money. But by the same token, if you have an emergency and you have to get a vehicle in here, it's going to be virtually impossible. I think that it's come to a point where people didn't even realize that if the vehicle is parked on your side of the road, you're supposed to yield to the people that are coming from the opposite side of the road. What we could do is maybe try it here on Ashton Club Drive, Dunmore Drive, and see how it works out in order to stop this thing where the road is blocked up. Anybody have any questions on it?

Mr. Plummer: I was little confused when you talked about up the sides and then something about the fire hydrants.

Mr. Costello: Well, the fire hydrants are all on one side of the road.

Mr. Plummer: Yes. That's correct.

Mr. Costello: So you let them park on the other side of the road. If for some reason department has to use the fire hydrant, it should be free and clear. In this way here, I mean, we could do it, like I said, I think Ashton Club Drive and Dunmore, see how it works out. See if we have trouble in other areas and just go from there if need be.

Mr. Plummer: It's really not alternate side parking that you're proposing. It's prohibiting parking on one side of the road, is that right?

Mr. Costello: It's considered to be alternate side of street parking. You can label it anyway you want to. In reality, it's alternate side of the street parking. New York City, I used to live nearby and I used to go all the way over there quite a bit and you could only park on that side of the street in some areas. It's like I say, with the people cutting grass and everything else, they're parking right across from each other. You're lucky to get your golf cart through there.

Mr. Plummer: Are we convinced that it would actually solve a problem rather than create one, the one Iris raised during a public comments. I've seen that happen too on occasion, and that is when you have a lot of cars parked on one side, cars start down that path and then you can't see the other end.

Mr. Costello: Is it going to be any better off if we just allow them to park wherever they want?

Mr. Howison: The other issue I run into is that they park on curves or they park very near an intersection and you just can't see.

Mr. Costello: You see some of them park and you really wonder where their mind is when they parked the car. It's more like they abandoned it than they parked it. You have to use what God gave you and not block the street up. But some of these people, it seems that it doesn't bother them in the least. It's not the residents. It's mostly people who come in here, contractors and everything.

Mr. Plummer: Enforcement, where is exactly headed at some point when we do this.

Mr. Costello: I agree with you. You are the person who could probably go talk to the police department and see what their feelings are on it.

Mr. Plummer: Well, absent of a city ordinance, I can tell you with our state statute they would do nothing with it.

Ms. Burns: Right. We have a lot of Districts in Polk County in particular who have parking and towing enforcement on CDD on roads because Polk County allows you to build roads narrower than a lot of other jurisdictions. I actually have probably 10 Districts in this county that have a parking policy that you can park on the odd side of the street only. Any cars parked on even side of the road would be towed at the owner's expense. That's generally the CDD's enforcement option is to tow vehicles who are not in compliance with the policy. The CDD kept levy fines, so we have to do a rule hearing. There's a public hearing. We can't just test this on a preliminary basis, it would have to be a public hearing where this rule is adopted, and then there's signage requirements that would have to go into place in order for the CDD to be able to park and tow. That being said, if you're not going to actually tow, you could put signs up with no enforcement ability and just say, "Parking is allowed on this side versus that side." Now if people don't comply, we don't have the ability to do that. If you wanted to do it on a trial basis with some signs, that would be an option, but we just won't have the enforcement ability over it.

Mr. Costello: Well, I would hope that we would go to the authorities and make sure that they were in agreement, and that they would authorize it in some way.

Ms. Burns: Police jurisdictions will not enforce. It's not a law. They're not going to come in and enforce the CDD rule. The only thing they'll ticket for is a traffic violation of the cars facing the wrong way, if they're blocking a sidewalk, things of that nature. If the CDD sets a rule and puts up a sign that says "No parking," and somebody parks there, the police will not enforce it.

Mr. Realmuto: I think I would like to see enhanced enforcement of existing laws and that is laws around not parking to obstruct and parking around curves to obstruct or need too close to stop sign or an intersection. I think that would alleviate a lot of the issue. I'm not convinced that only allowing parking on one side of the street would actually be an improvement, it would with having to zigzag, but not as much with again traffic backups where you can't see what's coming down the other end. I can see it potentially being

worse. I don't know if it would be better or worse, but I'm not sure we should jump to that, and what I would call sign pollution, having to post those signs. That's a pretty long boulevard. To me the downsides outweigh the potential positives which are far from, sorry.

Ms. Burns: I can give you a little bit of feedback that some residents and communities that have this stuff have given and it's a little bit of what you're saying Steve, is that when you designate the one side that you now have a long stretch where if somebody's coming down this way, and there's somebody coming down the other way, now you can't zigzag around anymore. Now you have two cars who are now trying to go half the route. Once you get down there, if you've got long stretches of road can be a little bit difficult. These are also communities that I would say tend to have a lot more vehicle parking, where they might be multifamily and lots of people with teenagers, there are a lot of cars parked on, so it is not uncommon for every single spot to be filled. I do not think that is the case in this community, but that is just some of the feedback we've gotten from residents.

Mr. Plummer: In discussion with the local police department about parking enforcement, I'll just be very frank. They'll tell you that that's not high on their priority list, they've got a lot of other things to deal with as oppose to that, they will do it if it is a complaint driven or if it's obvious when they walk through that somebody's blocking in a driveway or some things like that or parking in front of the fire hydrant, those things are pretty easily on. But when it comes down to our rules, obviously they will not do that. The other thing that they mentioned was if you want to paint your curb yellow then they can't park on that side, and then there is a statutory requirement in the city if they're painted yellow but I don't know that we want to paint the curbs yellow on one side of the street. I'm not necessarily opposed to the one side parking, I just think that there's some issues in enforcement that how we're going to deal with that to get it to be compliant and see if it does work or doesn't work. If we want to try it on a temporary basis, I guess we could do so without having to go through the rules and putting through the thing about the towing and all that stuff.

Ms. Burns: Yes.

Mr. Plummer: That could be an option to try this, and see what happens. What's the pleasure of the Board?

Mr. Costello: I don't know. You're telling me that in order to do it in reality we have to go, I guess, before the City Committee.

Ms. Burns: No, you don't. This Board needs to hold a public hearing. We would have to advertise for a public hearing just like we do with the budget, give residents the opportunity to come and provide input to that policy, and then we adopt a rule. There are two advertisements. We could set a hearing date, and then we have to advertise for it, and then the Board could adopt the policy. There's usually maps that the District Engineer puts together that outlines the side of the street where the parking has signage requirements that in both sides would have to be installed. The signage requirements, I will say depending on the areas that you're going to do, we usually get varying legal opinions on this on is just one sign at the entry of the community that say the policy is sufficient or do you need the signs every certain number of feet. That is something we get pretty wide range based on case study. The statute on it is not clear, so it's open to interpretation and generally it's driven by what the community wants if they don't want a lot of sign pollution, as we call it or sign clutter. You might have one at every entrance as you go. Lake Ashton has the benefit of having everybody go through the gate, so you don't have an issue of people driving in and not really knowing, you could hand them a flyer that has that so. If you wanted to avoid putting signs all up and down the boulevard, you may have the option to just do signage at the entry.

Mr. Plummer: The way I understand what you just said, if we're going to go to rules that have towing, etc., we need to go through all of that. If you're going to try it as a temporary basis, you wouldn't have to do that.

Ms. Burns: Correct. You just couldn't tow violators.

Mr. Plummer: Okay. You could think of enforcement action.

Mr. Krumrie: I'll make a motion that we continue with the current program.

Ms. Burns: If you're not going to do anything, then there wouldn't be a motion. It would just be that no action was taken on the item.

Mr. Plummer: Hearing no further, we'll move on.

C. Review of Management Contracts with GMS

i. District Management Services

ii. On-Site Management Services Contract

Mr. Plummer: The next item is review of the management contract with GMS.

Ms. Burns: We included both contracts in there just for the courts review. The first is the management contract, the second is the on-site services contract, which is for all your amenity staff that you see here. One thing to point out on that contract, obviously, it's an old contract that's been in place for quite some time. A lot of the job titles and descriptions haven't been updated. I think in the next year we may see some changes if you want us to bring that back around, during budget time with updated job descriptions that fit your current staff, I think that's probably good. There are also some new requirements with E-Verify and some other things. These have been here a long time. Some of that information could probably be updated.

Mr. Costello: Jan, have you reviewed this?

Ms. Carpenter: It's as Jill says, it's probably time for an update coming this budget season to have it updated. Once we do a new contract that we have to put in the E-Verify and some of the other requirements. I'd recommend to ask them to present a new contract in say March, April.

Mr. Realmuto: I think it makes sense to ask staff. Essentially, we are asking the people who work for the company, who the contract is with to review and tells us what needs to change. But it sounds that's needed, and I have to say reviewing it from a financial perspective, to me, this is the contract we want to enter into with management companies. Again, from my financial perspective, just so everyone understands, we essentially set their rate and agree to the contracted amount when we set the budget. What the contract says is, it's basically a not to exceed amount. It's not to exceed the amount that's budgeted. If it costs less, we will pay less. In no case will it cost more. That's the contract I'd like to see negotiated with all of our management companies. I think it's fairly advantageous to us, the working relationship has been reasonable. I just want to point that out to folks. It is important to pay attention to that budget number because that's essentially the contract amount when it comes to budget. That's my perspective.

Ms. Burns: Steve is right. There was an incident I think a few years ago where there was a lot of overtime and stuff like that and it exceeded when we didn't charge the District the excess.

Ms. Carpenter: That's not typical. In other Districts we see flat fee for each month, so this is an advantageous structure.

Mr. Plummer: Other questions or concerns? We've covered both items.

Mr. Krumrie: Do we need a motion to have you restructure?

Ms. Carpenter: No, we'll just bring, probably March, I would say, we'll bring something back, and then the Board can just approve at that time if that's your desire.

i. Consideration of Resolution 2022-02 Amending the District's Fiscal Year 2021 Budget

Mr. Plummer: Item 7D is a consideration of Resolution 2022-02 regarding amending the District's fiscal year 2021 budget.

Ms. Burns: That's just an administrative item for the audit. The auditors require if the budget is over a certain amount, if the District has gone over the budget by a certain amount that we bring it back to the Board to adopt an amended budget. This is just amending it so that the revenues and expenses match the amount that was actually expended so it's administrative in nature. If anybody has any questions, I'll be happy to answer them.

Mr. Realmuto: Jill, I emailed you some questions just yesterday. I don't know if you had a chance to see them. I do want a response.

Ms. Burns: Sharon did respond to it this morning.

Mr. Realmuto: Okay. I haven't seen it.

Ms. Burns: Which one?

Mr. Realmuto: Both the question and the answer. I guess while you're bringing that up, I'll just mention that, I guess my main concern is just that, there are actually three exhibits attached to the text of the resolution. I just want to be sure we're including all that need to be included.

Ms. Burns: What I'm just going to do is instead of typing, I think she had them labeled A, B, and C. I'm just going to remove the B and C and it will all just be part of Exhibit A rather than amending the resolution, it would be composite Exhibit A.

Mr. Realmuto: Okay. Because the most recent resolution, you sent us an update to it, I think it said A and B. The point is all the pages are going to be included in whatever the exhibit is called, I guess is the main idea. There's three. I think it includes essentially the general fund budget, capital projects fund budget, as well as work out the restaurant numbers. It's those three that are being amended.

Ms. Burns: Yeah. I think originally it was just the one exhibit then I think you had asked for some updates to it and I think it just didn't tie back to the resolution.

Mr. Realmuto: Exactly. That was the main concern. But I was trying to understand only a couple of the rows are presented even in those exhibits to be amended. There was a couple of rows in the general fund and from the capital projects funds, but there were also and I'm essentially paraphrasing the question I asked you. There are others that are also significantly over the originally budgeted amount or under in the case of revenue. For example, in the general fund the budgeted line item for gas is over \$15,500 over or 86% over the originally budgeted amount, but it's not included in the figures to be amended. I don't have a problem with that. I'm just trying to understand how the line items that were chosen to amend were chosen versus the ones that were left out. There are similar examples in the capital projects funds, which include payment management, restaurant equipment, bathroom refurbishment and landscaping. Is there a reason we didn't include those in the amended amounts?

Ms. Burns: Sharon's response said, "Regarding the budget amendment instead of amending every line item on the budget, I chose the main significant lines to adjust so that the District is not over budget for the audit." For the audit, the auditor uses the total revenue which is amended and total expenditures amended, not line by line budget, if that makes sense. Which is why the original one you saw, was just a lump sum. That's really what they're looking for and that's how we put it together.

Mr. Realmuto: You say the lump sum includes those overages then?

Ms. Burns: Correct.

Mr. Realmuto: I have no problem with approving it this time. I guess in the future I'd like to see basically all the lines that have changed. I don't so much care about maybe small changes of a few percent, but some of these were significant and I just think they should be on the record so everyone's aware of how we varied.

Ms. Burns: She said we could. In the year on financials in the audit ultimately reflected the actual expenditures for all of them.

Mr. Realmuto: If it's the Board's pleasure, I'm just pointing out that I don't think that those are the only things that were over or under budget. There were others.

Ms. Burns: Yeah.

Mr. Plummer: Okay. We have a resolution on the table.

On MOTION by Mr. Realmuto, seconded by Mr. Costello, with all in favor, Resolution 2022-02 Amending the District's Fiscal Year 2021 Budget, was approved.

EIGHTH ORDER OF BUSINESS

Monthly Reports

A. Attorney

Mr. Plummer: Next item on the agenda is the monthly attorneys report.

Ms. Carpenter: This month we worked on the contract and that took some time and then just responses to emails, phone calls. It was a relatively quiet month.

Mr. Plummer: We like those quiet months.

B. Engineer

Mr. Plummer: Next item on the agenda is the engineer's report.

Mr. Rayl: Thank you. Just a brief report this month. We've completed a lot of repairs recently. The hole number one cart paths, Ashton Palms, he planned those, and the pavement issues have been resolved. The flume work that was undertaken has been completed. We have some items pending, and some upcoming repairs at the center line of Turnberry. We have some sunken pavement there. We're going to be meeting with a contractor to give us bids to do some maintenance and repair work on the pumps to do our slip lead certification. They overshot the scope of work on one of the ponds and we're going to review it together on site to get them to bring down both the scope and the fee on that work. To follow up with the Bridge Program, we've set a date for Supervisor Howison to do a first day of going out to do an assessment and an inventory similar to the pavement inventory. Each bridge will be photographed. We're talking about the substructure construction method. There were two different degrees of construction that

were used at once. We reported to be superior to the other so we just want to make a note of that condition. Then any of the superstructure of the decking, the railing, those type of things will be assessed. Then the Board will have a basis to create a program to move forward with maintenance and just to ongoing conditions, comparison year end to see if those things are failing or if they're staying in decent shape. We'll have a benchmark to compare against. Also, we had a budget number for quite a while ago on the Berwick paving that's been a place holder in the budget in years outstanding. We're going to go back and revisit that, get a more current number just to make sure that we've got some real relatable numbers that are the placeholder for moving forward. Additionally, we've talked about the possibility of piggybacking the Lake Wales paving contract with Tucker Paving and their rates. That may also be worth looking into to see what budget that would create for that same project. Those are some more near-term pending items. Then a little bit further out, not too much though, is this new statement dated assessment of the Storm-water management system. We're going to be looking into that. We're going to just itemize the next area of localized pavement repairs. If the Board wants to keep that program going then we'll bring up the next, the worst top five or whatever. The next ones that need some attention, that you can decide if you want to add or change or go ahead and get bid quotes on. Then finally, I think we're going to try to come up with maybe some modifications out by the dumpster pad that will keep cooking oil spills from reaching the pavement. If we're going to look at and we did get a quote back in June from one of the Asphalt companies locally about them repairing that area that was initially impacted and it was \$26,000 or something along those lines. But that would be something that would be best to do onetime, not after every time there is a spill. If we can stop those things from getting to the pavement, we'll be ahead of the game. We're going to start looking into that and bring some options for the Board to consider on how we can keep that from happening. That's all I have for the Board this morning. I'll be happy to stay for any questions.

Mr. Plummer: Any questions for Alan?

Mr. Realmuto: Just one quick question. The bridge assessment you're doing, will that include the linear feet or dimensions for our bridges so we have that and incorporate that into our capital projects plan?

Mr. Rayl: Yeah. We already have the length quantities in hand. It was intended to itemize and come up with a map of, we have a 200-foot-long bridge. We're going to identify Boards that need some immediate attention and then we'll have a list we can compare just like pavement repairs. Devote X number of dollars to do two little ones or one big one that kind of thing.

Mr. Plummer: Any other questions for Alan? If not. Thank you, Alan for that report.

C. Lake Ashton Community Director

Mr. Plummer: Community Director, you want to start with the answer to the questions about the golf carts?

Ms. Wells: I got hold of both vendors and both include batteries and the warranty. That will make a little more difficult for you.

Mr. Realmuto: But to be clear, one is for four years and the other, at least are the more expensive cart that can do the hard sides is three years.

Ms. Wells: It's for three and there is a difference of a \$100. With the hard sides with Bargain Carts is \$12,900, Art's was \$13,000 so you have a difference of \$100 and then difference of a year warranty.

Ms. Carpenter: Microphones, please.

Mr. Howison: I'm showing \$13,514 for Bargain Carts and \$13,000 for Art's. Four-year warranty of Bargain Carts, three-year, Art's.

Ms. Wells: Bargain Carts had taxes included, so I took the \$9,400 plus the \$3,500.

Mr. Howison: Okay.

Ms. Wells: It's \$12,900 for Bargain Carts and Art's Golf Carts is \$13,000. It says plus EPA on Art's Golf Carts. Let me see. Not sure what's the EPA. Is that the battery and tire disposal? It's probably very minimal. I know performance plus, they quoted like \$13.

Mr. Howison: I've got one last question and I know you won't be able to give us an exact number or anything like that. But can we compare at all or quantify the value of the support that we get both in advertising within L. A. Times and sponsorships of various social events? Is there a comparison between what we see from Art's and what we see from Bargain Carts?

Ms. Wells: I will say we do have more advertising and sponsorship support from Arts.

Mr. Howison: You couldn't quantify it?

Ms. Wells: No.

Mr. Realmuto: Okay. With that point taken on that, from a financial perspective, I guess the way I evaluate it is that since it's a three-year warrant assuming they would cover batteries the same, that's the route that whatever the warranty period is, the way I look at it is we need to start a maintenance program for the cart from Art's one-year earlier because it's a three-year warranty. Over the four-year period, that's an additional \$1,800 at their current rate. Maybe that rate would be less because it's a newer cart, but then again that's three years from now, so maybe not. Who knows? But there will be an additional cost to maintain it.

Mr. Howison: What I was trying to get to is that \$1,800 covered one way or the other to Mike's point.

Mr. Realmuto: I'm sensing a desire to go with Art's, so I'm going to allow someone else to make that motion. I'll vote for whichever the Board's pleasure is.

Mr. Krumrie: It will cost us \$13,000.

Mr. Plummer: Yeah, the 2022 Club, that's what I was after. I wanted to get the club car with the hard sides on it for \$13,000.

Ms. Wells: Plus EPA.

Mr. Plummer: Plus EPA. Which if you look at performance, they have a battery and tire fee for \$13. I'm sure that's the same thing. Any additional discussion?

Mr. Realmuto: No discussion. I'm certainly in favor of it. I feel like I wouldn't be doing my duty as the financial guy to point out that this is a little more than \$5,000 over what we budgeted. Again, I'm in support of it, but these amounts add up over time and I just want the Board to be aware of it.

Mr. Plummer: Thank you for the input.

On MOTION by Mr. Krumrie, seconded by Mr. Costello, with all in favor, the Bid from Art's Golf Cars to Purchase the 2022 Club Car with the Hard Side, was approved.

Ms. Wells: We are doing well with season tickets. We've made it through the renewal and upgrade period. We start new season ticket sales tomorrow. Looking forward to that. There are still some good seats available. It was good. A lot of people are very happy with the upgrade exchange period, which was good. Also, let's see. As I mentioned, the handrail that was approved was installed. Mike, did you want to touch on that? Because I know at the last Board meeting, we had a request from Calvin Eakins in regards to pickleball courts and I know that they asked us to give an update at the next meeting.

Mr. Costello: Basically, what happened was he spoke with Phil Hines who's the head of the tennis players and the request was withdrawn by Calvin. They more or less settled it for us. There were no problems with it, and we move on.

Ms. Wells: There also were some items that I was seeking for Board approval to surplus. One is the salad bar then the pool lift. We did order the new pool lift. The pool lift is not currently working that's being stored on the pool deck. But we're going to harvest some of the parts so we can use them because we saw that the same model we'll be using for the spa. We'll harvest some of those items and then ask to surplus that as well as five smoker's outposts and the seven chandeliers that were removed from the restaurant. I did have a question. I know we've asked this before and Jan, I can't remember what you said, are we able to sell any of the items? The only item I think that we probably could sell would be the chandeliers.

Mr. Costello: It's got to be an auction, doesn't it?

Ms. Carpenter: Yeah, I can't remember offhand. I think we have to either take bids or have an auction. I think we have to take bids. I'll have to look up. I know I wrote it up, but it escapes me. I'll let you know.

Mr. Costello: We had a situation like this once before and I believe you said it had to be like an auction or something of that nature.

Ms. Wells: I have those items. There are pictures of the items included in the community director report if anyone wants to look at that along with the quantities. We did retain some of the smokers' outposts that had trash cans included because we figured we could use this for alternative areas. But there were outposts at various areas throughout the clubhouse grounds that would allow for people to put their cigarettes out before entering the building. We just found more people were taking that as, "I can smoke

right here," versus actually putting their cigarette out and moving along. Since we removed the smokers' outposts, I haven't had any issues of people smoking in the areas where they were at one time.

Mr. Realmuto: I'm not sure it'll be worth the trouble, but I have to believe things like the salad bar and even the smokers' outpost might have some value to somebody and they'd be willing to bid a minimal amount for those or even on the west since they seem to have more smoking going on there with the cigar club, etc. Maybe they would be interested. It's worth offering. I guess if we're able to do something like that. I just want to see them used or just get whatever we can for the value. Restaurants have gone back and forth on the salad bar too, so I'm a little concerned with getting rid of it now and then coming back at some point in the future because it's someone's new great idea.

Mr. Costello: How old is that salad bar? It's not that old, is it?

Ms. Wells: No, it's probably about two to three years old. I would say maybe three or four. We bought it when Nini's first came in.

Mr. Realmuto: I guess that's the one item I guess I'm not in favor of surplus. Although, I do recognize it takes storage space, so that needs to be dealt with. But maybe we could wait on that one.

Mr. Costello: One of the problems that we have is storage. I mean, it's nonexistent. We are, in the future, going to have to find a way to store some of these items. Taking it that Steve is saying we're not using it now but who knows about tomorrow and to continuously go out and buy the same thing over and over again, that's not right. It's not the right thing to do. If we could find a way to store that, it would probably be good.

Ms. Wells: Matt's good at finding places to store things. Maybe we have garage space open.

Mr. Plummer: It's a tough item to get in the attic.

Mr. Costello: It is. Like I say, we do have a problem with storage. The only thing, and I think, Christine, you and I spoke about it the other day is maybe getting one of these pods and put it behind where the dumpster is, or find a location so that we do have some storage because there are items that maybe we're not going to use it for a while, but then all of a sudden we're going to turn around and we're going to want to use them again.

Ms. Wells: Do you want to keep the salad bar and dispose of the others? When I say, "dispose," obviously, we would see if anyone in the community would want them as far as if Eagle's Nest or Lake Ashton II CCD could use any of the items. Then if not, we could just donate them to Care Center, which is what we've done in the past. I guess, I would just like direction on which items we want to get rid of and which ones you want to keep?

Mr. Plummer: I think the only thing that we've expressed interest in keeping is the salad bar. I would say, let's dispose of the rest and move forward.

On MOTION by Mr. Realmuto, seconded by Mr. Costello, with all in favor, to Surplus the Noted Items with the Exemption of the Salad Bar, was approved.

Ms. Wells: Then on the project tracking list, there's couple things I wanted to point out. The restaurant redesign project, we have removed the chandeliers and I have scheduled painting. It's going to take long, I guess there's a difficulty with finding interior paint right now, so he won't even give me a date to schedule that.

Mr. Krumrie: You have a quote for the painting?

Ms. Wells: From Jimmy Bock, yes.

Mr. Krumrie: Okay.

Ms. Wells: It's under the amount that was approved at the last Board meeting. That is that. Let me see if there's anything else on that.

Mr. Howison: Christine, when you say it's lower than the amount approved, does it still accommodate what would have been included in the approved amount?

Ms. Wells: The only item that was removed, so it would be under that amount was the painting of the wood in the bottom of the riser. Just taking that throughout, that's the part when added, put it way over-budget.

Mr. Howison: Okay. Thank you.

Ms. Wells: I believe that is all I had on that. As Alan mentioned, we did have another cooking oil spill. Matt came in Sunday, and cleaned up what he could to prevent the pooling of the oil. Then we have staff today to put down basically some kitty litter just

to help with the friction of the tires to prevent further damage. That's all I had unless Supervisors had any questions on the report or the project tracking list.

Mr. Howison: I have one question for the project tracking list. We talk about a Robellini Palm that was approved. It's on hold until the refurbishment plan is presented. When do we expect that refurbishment plan to be presented? This has been going on a long time.

Ms. Wells: It has. This past fiscal year budget, that was approved, includes an item on there for the replacement of the boulevard. I was instructed, I believe, by the Board to hold off until later on in the year to see if we have the funds still available to allocate towards that project. I'm just waiting on getting to the point where the Board wants me to present that project for the boulevard transplanting. Then I believe, the next item is the awning quotes?

i. Consideration of Quotes for Restaurant Awning Options *(2 quotes provided; 1 more quote to be provided under separate cover)*

Mr. Plummer: That's the next one on the agenda.

Ms. Wells: Okay. There was one quote included in the agenda packet, but since the agenda packet was distributed, the contractor came back to staff actually this past Friday and increased their price. I guess, there is an ever-changing price increase on the supplies that are needed. I sent that revised quote to Supervisors, which is included. All of the vendors quoted the projects separately. It was the recovering of the existing awning with a vinyl covering, and then the extension of the awning to go basically just before where the closet is on the restaurant deck for the pool, and the recovering of that, as well as adding manual screen curtains to the different sections. The quote for Parker's Custom Canvas for the new cover was \$19,260. The additional new awning section, which is approximately 21 1/2 inches wide by 23 feet long was \$14,659. Then to add 10 manual drop curtains and then one at the end of the new awning, it was \$14,910 plus an additional \$2,782. Then Ard's Awning presented a quote to recover the existing awning was \$19,500. To add the extension and cover that was \$16,500, and for the 11 drop curtains was \$11,400. Then we received the third quote from Sunshades Awning Company and to recover the existing awning is \$7,999, and to extend and cover that portion is \$13,000. Then for the 11 manual screens, it was \$10,450. You'll see the major difference, Ard's

and Parker's was pretty close on their pricing, Sunshades was a lot lower, and that lower amount was coming from the recovering of the existing awning. I do have a note here. They said, they needed to add 250 to the Sunshades Awning for additional metal that they didn't take into consideration, so it's actually \$31,699 for Sunshades.

Mr. Howison: Okay. I think, you mentioned that Parker and Ard's were vinyl?

Ms. Wells: Yes.

Mr. Howison: What's the covering currently?

Ms. Wells: The covering currently is canvas.

Mr. Howison: Okay. Sunshades would be canvas as well, Sunbrella?

Ms. Wells: Sunshades is actually a vinyl.

Mr. Howison: It is?

Ms. Wells: Yes.

Mr. Realmuto: Okay. Is it the same weight vinyl?

Ms. Wells: Yes.

Mr. Howison: They're all three vinyl equivalent?

Ms. Wells: Yes.

Mr. Realmuto: What kind of warranties come with these things?

Ms. Wells: I can call and come back at the end to give you the warranty as well.

Mr. Realmuto: One of my questions, is there an urgency to this? I realize, there is since quotes seem to be going up rather rapidly. From that perspective, we might be interested in getting it done sooner. But in terms of people being interested in eating on the patio during the season when it's colder, I just wonder if there's going to be a lot of need forward over the next few months and if it's not something that could be deferred, at least, from that perspective.

Ms. Wells: That's up to the Board. I agree that there's not a huge interest in the cold.

Mr. Costello: After seeing this past month everything, the restaurant not doing as well as it's done, and that it had done in the month before. We're not even a year into this, it has been a rollercoaster ride. I think, I agree with Steve that, at this time, to move forward with this, we may be better off just sitting back, and seeing if we can stabilize the restaurant, and then make a move to make improvements.

Mr. Howison: I agree. I wonder in the meantime, if we could go back and find out what their warranties are on the fabric, and both materials, and installation, but I agree.

Mr. Costello: A question here, though.

Ms. Wells: Yes.

Mr. Costello: What's out there right now? Are we having problems? Is it leaking?

Ms. Wells: It cannot be stretched any further. There are areas where the water will pool and there are areas where it leaks water through the sieves. It's a canvas, so it's not water-resistant anyways.

Mr. Costello: I know we have pricing for just replacing what's there. Did we not in here?

Ms. Wells: We do.

Mr. Costello: It's itemized in that way?

Mr. Plummer: Yes.

Ms. Wells: For Sunshades, it was \$7,999. For Parker's, it was \$19,260, and Ard's was \$9,500.

Mr. Costello: I would make a motion that we have that done, that we've recovered the existing, that's \$7,999 from Sunshades because if it's leaking, I mean, it's useless.

Mr. Realmuto: Let's understand. No awning is completely leak-proof. Even vinyl awnings leak where the stitching is unless they're maintained.

Mr. Costello: I realize that.

Mr. Realmuto: Obviously, it could be better than what we currently have.

Mr. Costello: From what they're saying, it's excessive, though. What's going to happen there is you're going to have damage to some of the stuff that's sitting out there, I would think.

Ms. Wells: Matt reached out to the vendor also to ask about the warranty for Sunshades, and it was 10-years on the fabric.

Mr. Realmuto: Although, I feel it could be deferred, it's also something like painting in the restaurant that needs to be done regardless of what's there and it will need to be done eventually. The bargain hunter in me almost wants to jump on that quote to replace what's there and it seems like a very reasonable price.

Mr. Krumrie: That's also the issue, remainder drop curtains as well? That's intended to give this away and so forth. Since it warms up in February, the mosquitoes will be back.

Ms. Wells: Those are priced out separately as well. Sunshades is \$10,450. Parker's is around \$17,000, actually, a little bit more \$17,682, and Ard's was \$11,400.

Ms. Burns: Could those be added after?

Ms. Wells: Yes, they can.

Mr. Realmuto: I agree with Mike, my view is if we're going to consider anything, let's do essentially the bargain and recover the existing awning which clearly is in need of repair or replacement and the rest could be added later or discussed later.

Mr. Howison: Did these companies assess the structure as well?

Ms. Wells: Yes. All three of them came on-site to evaluate the project and give a quote.

Mr. Howison: Okay. And they deemed the structure to be okay?

Ms. Wells: Matt met with two of them; did they have any concerns with that? We did some structural repairs after Hurricane Irma as well. Steve and I looked at the reserve study and it did originally have the replacement of the awning in the fiscal year of '22. It was moved a little further along because at that time there were no issues with the awning when we updated the reserve study.

Mr. Plummer: Did you make a motion on that, Mike?

Mr. Costello: Yes, I did. I'll repeat it. I made a motion that we accept the recovering of the existing for \$7,999 from Sunshades Awnings.

Mr. Realmuto: I'll second that motion. One less thing on the capital reserve list to do.

Mr. Plummer: I have a motion on the table to accept Sunshade's quote of \$7,999 to replace the existing awning covering not the structure but just the awning covering. We cannot answer that question, correct? We don't have the answer to that question.

Ms. Wells: They quoted everything separately in the case that if you wanted to approve it in sections that you could. I'm assuming at this point that it wouldn't need to be removed to add on the items. Or it could be done while it's still up.

Mr. Costello: We could piecemeal it?

Ms. Wells: Yes, that's why they did that. I would think any three of them would have said, "Hey, no, you have to do this all at the same time. You're going to have to remove it". They did it in sections just in case the Board wanted to do it in sections.

Mr. Plummer: We could approve this with the caveat that Christine would check to make sure that this is not the case they would have to come down. Are we okay with that?

Mr. Krumrie: We need to modify that.

Mr. Plummer: We need to modify the motion.

Ms. Burns: With the amendment that it would have to come down if we're going to add those other pieces down the road that we would bring it back to the next meeting and not move forward. If that's the intent.

Mr. Plummer: This quote is only good till the 31st of January anyway, so if we don't do it, they're going to reprice it.

Mr. Costello: Why don't we have Christine investigate what's going on? What we're going to have to do? Whether we are going to have to take it down or whether we're going to have to add additional things to it, and if it's good until the 31st January. We have a meeting next month, we'll let it move forward then.

Mr. Krumrie: We could do it not to exceed.

Mr. Plummer: My suggestion was just having her check and if it didn't require bringing it down, then we just move forward.

Ms. Wells: If it requires bringing it down, I can bring it back to you.

Mr. Plummer: If it did require an additional cost to bring it down and redo it then bring it back to us.

Mr. Realmuto: Mike, if you're okay with that, I would certainly accept that as the secondary friendly amendment to the motion.

Mr. Costello: Well, what I'll do is I'll remove the motion. You can move forward with checking this or what the availability is to do it?

Ms. Burns: I think the intent was to keep the motion, but just to amend the motion that if Christine investigated and found out that there were additional steps or costs involved with that enough down the line that we would bring it back. I'm assuming there's not we would go forward if you're comfortable with that.

Mr. Costello: Yes. Let's move forward in that direction, I'm not even going to try and repeat it.

On MOTION by Mr. Costello, seconded by Mr. Realmuto, with all in favor, the Quote from Sunshade Awnings for \$7,999 to Replace the Existing Restaurant Awning Covering, Unless there are Additional Steps or Costs Involved, was approved.

ii. Consideration of Quote for One-Time Maintenance of Area Near Hole #5

Mr. Plummer: The next item on the agenda is consideration of the core of the one-time maintenance area near hole 5.

Ms. Wells: That was a tough one to put on there because I didn't know how to give you guys the location of it. In the community director report, there's a map overview of the area. I understand it's hard to see the box because it was done in red and I believe the agenda packets were printed in black and white. But if you look carefully, you'll be able to see a grayscale box bordering the lake on the right side.

Mr. Howison: And to clarify this is the old driving range area?

Ms. Wells: That might help you guys a little bit more.

Mr. Plummer: Yes, it is.

Ms. Wells: Applied Aquatic gave us a quote that was included in the agenda packets for \$3,500.10. That was for the initial cleanup of that area, keeping within SWFWMD parameters. We met with them, they told us what we could and couldn't do. After that point, there is not an ongoing maintenance fee from Applied Aquatic because that is an area that can be mowed. Yellowstone already mows around the pond, so they're going to mow that area as well. There are some areas bordering the lake that we cannot do anything with. They'll mow up to the point that SWFWMD told us we could mow up to, then we would maintain that area. It is a one-time fee of \$3,500.10.

Mr. Plummer: Questions, concerns, discussion?

On MOTION by Mr. Howison, seconded by Mr. Realmuto, with 4 in favor, the Quote for One-Time Maintenance of Area Near Hole 5, was approved 4-0.

(The motion was approved 4-0 due to Supervisor Costello briefly leaving the room)

Ms. Wells: That's all I have unless Board members have any other questions.

Mr. Plummer: Are there any questions for Christine? Thank you, Christine.

D. Operations Manager

Mr. Plummer: The next item is the operations manager, Matt.

Mr. Fisher: Included in the agenda packet is the operations manager's report. One little note is that I met with the Applied Aquatics and we rode around and checked the majority of the back ponds and they have made great progress with the continued treatments. It was basically the only remedy for the algae is to be persistent with it. The cooler weather is definitely going to help stunt the growth of that spread of the algae so we'll keep on top of that with Archie, the account manager for Applied Aquatics. Going over to field services, the maintenance, we did have some floor drain backup in the gatehouse. We reached out to a plumber and they came and assessed the pump behind the gatehouse and the check valve was faulty so they replaced that. That valve is in place so when maintenance is done on the sanitary area next to the sale center, that back flow pressure will push fluids through that drain so that valve is in place to help that to not happen. We did contact a septic tank company to pump the grease track to the restaurant. We did purchase an additive to the floor drains in the restaurants to help emulsify the grease clumping. He did notice that when he was cleaning and vacuuming out the grease trap, that there were huge clumps so Jared and I make sure every month we add a cup full in the floor drain to help prevent that. Also, a couple of notes I added that's pending is a portion of the walkway lights along the Western path to the parking lot is out. We reached out to the vendor then installed them so hopefully, they'll get us scheduled to get that taken care of. The Boulevard lights has an issue with the timer box. It was pretty saturated with water and that timer box, I'm assuming there was a short somewhere in there. They're scheduled to be out tomorrow to take a look at that so I'll update the Board in the next meeting on the remedy for that. I did meet with Jared and we looked at the pool tiles and we spoke to the pool vendor and got his price and I believe it's something that Jared and I can remedy to save money. I believe it was about \$1,000 for him to repair that so we can keep that in-house and get those tiles tacked back on until we decide to

replace the entirety of the tile. I know that's around the corner. Also the staff did complete the listed stop bars painting, I believe it was a couple of meetings ago. I did put a new list that we'll tackle before the 22nd of November. We'll have that completed. Last thing, MJ's Landscaping did come out and replace the deco drain with pavers. There are two pictures to show what the difference is. He did send me the invoice and there was a difference from what he quoted to what he invoiced. I'm bringing it to the Board for approval of that excess. It was \$232.25 in unforeseen labor and materials that he had invoices for. He did have to come back several times because he didn't want to make cuts on the patio while residents were there, and he did need extra pavers and concrete finds to put along that wall that he didn't anticipate needing. Just passing that along. The grand total for the project would be \$1,139.75 and his initial bid was \$907.50, which was approved by the Board.

Mr. Realmuto: On that question, I thought it was too good to be true, the initial price, and I certainly wouldn't want to set a precedent. I mean, that was a fixed bid contract so I don't believe we're already under any obligation to pay additional cost unless we did something that caused the increased costs in responding to our requests. But with that said, I wonder if we envision using the same contractor in the future to do other work. They do seem to be very cost-effective. They did do a lot of work out there. There for a part of it. I also don't want to deny them their reasonable cost. What's your take on that?

Mr. Fisher: MJ's is quite prevalent in the community. They do great work and they're easy to get a hold of and do work in a timely manner, even during the COVID. They did a great job on the sidewalk to the tennis courts and the paper walkway to the bocce courts so we'd like to keep in good with them.

Mr. Howison: You did say part of the reason was that they didn't want to do those cuts while there were people was because why?

Mr. Fisher: Well, they were being cognizant of the residents and they didn't want to put dust in their face so they had to come back a few times. Again, majority was the pavers that were there, to get some out we had to break a few to drain out. He informed me of his quality of work and he didn't want his name on something that was half done. I didn't know he was going to change the price when he had said that because I thought

the pavers that were there were sufficient to be put back down. He had to purchase different size pavers to complete the project satisfactorily.

On MOTION by Mr. Howison, seconded by Mr. Realmuto, with all in favor, the Additional Amount to MJ's Landscaping, was approved.

Mr. Fisher: All right. That's all I had. Thank you very much.

Mr. Realmuto: Matt, before you leave, just a quick thing and I'm sorry, I didn't mention this to you before the meeting. There are certain tiles that fell down. But if you look at the tiles to either side of that, they're also very loose so we wanted to address that.

Mr. Fisher: We will remove those. I'm going to get with Jared on a schedule, he can get out there and start removing those old ones, and get all the fence set off the back and tuck them back up appropriately.

Mr. Realmuto: Just so the residents know the idea behind this is it's just a temporary fix. We know it doesn't look great, but we're planning on replacing all of them in a year or so.

Mr. Fisher: We'll take pride in putting it back so it doesn't look too terrible. Thank you.

Mr. Realmuto: There was a recent report of the timer on the hot tub, apparently it doesn't shut off anymore. It's a common problem that seems to happen within a year that it's been replaced.

Mr. Fisher: I checked it and I got it to shut off but I'll revisit that and let our pool vendor know. I didn't have any troubles with it, but it may just get stuck occasionally.

Mr. Realmuto: This was a resident that came on a cold day and it was still on. Their assumption was that it had been on for a long time was their concern. I don't know if we can get a better timer or one that's perhaps protected from the weather.

Mr. Fisher: Sure.

Mr. Realmuto: They seem to need to be replaced frequently.

Mr. Fisher: They are fairly pricey, believe it or not. Let me see if I can get a bid and bring it to the next meeting to get approval.

Mr. Realmuto: That's good.

Mr. Fisher: I'm going to take care of it.

Mr. Plummer: Thanks, Matt. Also extend thanks to Jared for what he does as well.

Mr. Fisher: Thank you.

E. District Manager's Report

Ms. Burns: The only thing that I have is just to bring to the Board's attention, the only thing we currently have pending on the December agenda is the review of the engineering contract. That meeting is the week of Christmas, it's Monday the 20th. I will be here, but I didn't know if a lot of residents would be gone, the Board was going to be gone, if there's any desire to look at maybe moving that one agenda item to January and canceling December altogether, or perhaps moving that to a different time. I'm here, and it works for me, but I just wanted to bring that up just timing-wise. But I didn't know if we'd have a quorum issue with the Board if people were traveling or anything like that.

Mr. Plummer: What's the Board's pleasure? I had that in my notes as well to talk about that. I know that that meeting is Monday if Christmas is Saturday, but that's the Monday prior to Christmas and I didn't know what the travel plans of the Board were. I'm available. Doesn't make me any difference one way or the other, but I understand what Jill's saying, so it's to the pleasure of the Board. The only thing that makes me want to have the meeting is getting a report back from Harry about where we're at in any further discussion restaurant-wise that we might need to have. It could be maybe a more of abbreviated meeting, but I think that's an important agenda item that I would hate to put off 60 days. I think that we need to revisit that sooner than later.

Mr. Krumrie: I am likely to be remote coming via Zoom. But that's not a big deal.

Ms. Burns: We just need to make sure we have three people who are available, so that was really what we're looking at. If at least three of you are going to be in town.

Mr. Plummer: Three people in-person?

Ms. Burns: In-person. Yes. You guys can attend remotely for anyone who will be gone. I just want to make sure we do have more, you know.

Mr. Costello: I should be here.

Mr. Plummer: I'll be available.

Ms. Burns: Okay. Then that works. We'll keep it on the schedule.

Mr. Plummer: If it wasn't for the restaurant issue to take care of it in a timely manner, I would say let's don't do that. Let's just not have a meeting in December, but I think that's important enough. We need to revisit that at that time-frame.

Ms. Wells: If it's okay with the Board, I may attend by Zoom. It just depends. The way Christmas falls this week, I have like 15 things closing 20th and 21st, and 22nd.

Mr. Plummer: If you're via Zoom, I'm assuming you'll send the gifts in advance.

Ms. Wells: Hopefully, I'll be here in person. But just depending if the things are falling really bad that week, from a closing perspective. Thanks.

Mr. Realmuto: Do we want to abbreviate the agenda? Clearly, the restaurant should be on it. I'd like to see the financial reports from GMS so I think they're late enough for the month but that won't cause anyone any issue.

Mr. Plummer: We need to move the engineering question to January. That's one thing we could do and it just depends on what the rest of us put on the agenda. But I just wanted to make sure that the restaurant was on it for sure. I wasn't really worried about a lot of the rest of it.

Mr. Realmuto: We can save money. Perhaps the engineer's presence isn't necessary at that meeting.

Mr. Plummer: He's bringing gifts then too.

Mr. Realmuto: Just trying to save money.

Mr. Plummer: No. I think that we can make that determination after we see what's on the agenda. If something arises that we need Allan here, we can have the meeting. If not, if we are going to just basically come down to restaurant issues or anything around that particular case, we could have that. Are you traveling? All right. Let's leave the meeting. Let's just try to abbreviate the agenda.

Mr. Krumrie: Jill, last month we talked about property taxes for the restaurant.

Ms. Burns: There were no property taxes on the bill.

Mr. Krumrie: Okay like zero. Yeah, that's confirmed, okay.

Mr. Realmuto: And as for the following year, we haven't got there yet, right.

Ms. Burns: The textbook came out in November so we did not receive a tax bill for this District in November so that's right. Yeah. So it's just one bill.

Mr. Plummer: And that's a \$13,000 saving. Is that the number?

Ms. Burns: Correct.

Mr. Realmuto: I just remember seeing an invoice where we did pay a tax bill. Was it really a year ago that we did that? Yeah, I guess so.

Ms. Burns: They come out every November so February is when we submit.

Mr. Plummer: That's right.

Ms. Burns: They did just send them last week. I know because we get a ton of calls when they come in. So we have not seen anything since they've gone out. We don't anticipate based on the bill that's online receiving one.

Mr. Plummer: Okay.

Ms. Burns: That's all I have unless anybody has anything else.

Mr. Plummer: Any questions for Jill? If not, we'll move to the financials.

NINTH ORDER OF BUSINESS

Financial Report

A. Combined Balance Sheet

B. Capital Projects Reserve Fund

C. Statement of Revenues, Expenditures, and Changes in Fund Balance

Ms. Burns: These are through September 30th, so these are year-end financials, assuming we don't get any more invoices coming in and we anticipate this being the year end. If anybody has any questions, I would be happy to answer them.

Mr. Realmuto: I have no questions just emphasizing this is essentially our FY 2021 year-end report. So other than adjustments that need to be made, that's where we stand for the year.

Ms. Burns: So no action on the financial statements? It would just be approval of the check run summary unless anybody has any questions on that portion.

D. Approval of Check Run Summary

Mr. Plummer: Questions on the check run summary?

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

Mr. Krumrie: I just have one comment. I was going through payments, are we still doing business with Amerigas? I think there was another issue where we ran out of gas again last month at the restaurant?

Ms. Wells: Yes, we did. We didn't run out of gas in the restaurant, we ran out of gas in the pool.

Mr. Krumrie: Oh, is that what it was?

Ms. Wells: Yes.

Mr. Krumrie: Okay.

Ms. Wells: And we are working on that. They have since moved their customer service from being local to being remote and we've had difficulty. We believe that we now have everything set up correctly. The change happened when we took over providing gas for the restaurant. So since December we've been battling with them, but I believe that we have everything set up on a fixed schedule with deliveries every Friday.

TENTH ORDER OF BUSINESS

Public Comments

Mr. Plummer: Other questions, if not, public comments.

Unidentified Resident: Two quick comments. With the alternate side parking, I would recommend that security tell all contractors coming in, to please not park when there is another vehicle on the opposite side of the street. That should minimize or eliminate the problem. Secondly, I recommend that the Board meet privately, to minimize negative responses to residents and character assassinations during meetings. Please come together. Thank you.

Unidentified Resident: I've mentioned this before, but I'll do it again. I love seeing Alan's face. However, he has a very brief reason to be here. You have him here for a couple of hours today, before he had his opportunity to give his report. I wonder if we are paying him for all of those hours. We might be able to save something if we be reasonable about his attending only when he is needed.

Mr. Plummer: Thank you for your input. Anybody else? John?

John Sebastian (Lot 931): I just had a suggestion about the quotes for the new golf cart for security. I personally bought a new cart in 2019. I went to Bargain Carts, got a price, then went to Art's, and got a price. I actually spoke to Art himself, just asked him

well, Bargain Carts said they would give me, this was the price for the car, and so he came out, blah, blah, blah, and he matched it. I'm just wondering if we would ask Art, because he told me that they pretty much work together to keep their prices similar so one person doesn't get an advantage for the cost. Maybe Art's would give us that one extra year warranty if we just simply asked him or begged him or asked him to match Bargain Carts at the four years. The Bargain Carts was four years, just ask him to match it. That's just a suggestion based on just my own personal experience. That was all.

Mr. Plummer: Thanks, John. Obviously, it's worth a try.

Al Goldstein: I want to make two comments. One on the alternate parking. Unless you get the city to change its ordinance, there will not be any enforcement from the city, there's no question about that. Two, on the restaurant; as an American veteran, I was appalled to hear about discounts going to Canadian citizens. I'm not opposed to discounts going to anybody. But why pick out Canadians while we have veterans living here, who are all over 60 years old, and we have other neighbors living here from other countries. I know Panamanians, Guatemalans, Brazilians, all live here, so it's a slap in the face. I myself haven't had any problems in the restaurant with food or anything else, but this is something that causes a problem with me, and until that's removed, I'm not going back into the restaurant. I have a luncheon date with eight people on Thursday. I'll move it. Thank you.

ELEVENTH ORDER OF BUSINESS

Supervisor Requests / Supervisor Open Discussion

Mr. Plummer: Anybody else? If not, Supervisors?

Mr. Costello: I have a couple of items. Christine, the spill in the parking lot on the east side. Are we going to talk to these people and find out how? The stench out there is unbelievable. Have they made any offers as far as helping us or paying for their mistakes or what?

Ms. Wells: I believe our insurance company is still working with the cooking oil removal company, is the last update I have heard. They've had some push back and so they are still continuing to try to work. Jill, I don't know if you've had in the other communication with her.

Ms. Burns: No, they reached out to the company to request their insurance provider information and are still pursuing that.

Mr. Costello: The only other thing that I have is somebody did come to me and I forgot all about it. They were requesting an espresso machine in the restaurants, so we may want to look into that. It may be something that, I don't know, may help a little. I see you're taking a note of it, so hopefully at the next meeting we'll have a little more information on that. Other than that, I'd like to wish everybody a Happy Thanksgiving and make a motion that we adjourn, if nobody else has anything.

Mr. Realmuto: No, I do have something. It's a little disingenuous to raise two motions and then try to adjourn. One, I just wanted to follow up on Margo's comments and just ask the Board, is there a reason we can't have the engineer go at the beginning of the agenda and then allow him to go, as long as we're conscientious to bring up any engineering related items at the beginning?

Ms. Burns: This Board used to do that, and then decided to change. Previously, it was at the beginning and then the engineer left, and then it changed and we requested that he stay for the whole meeting.

Mr. Plummer: Would it be advantageous to have him come in later in the meeting, and then if there are questions arisen earlier, we could save them for when he got here?

Mr. Realmuto: Yeah, that could work too. It's hard to predict.

Mr. Rayl: I'll tell you, CDD2 has moved our report up in the agenda, but more times than not, there are things later in the agenda that I'm asked to stay for and comment on, so it's a mixed bag. I appreciate the discussion about making the best use of time. But it seems like things come up early, they can come up late.

Mr. Realmuto: Bob's suggestion would essentially defer those items to a set time, perhaps 11:30. I like that idea.

Mr. Plummer: If you came in, let's say just for the discussion an hour later, so that he's here for the second half of the meeting as opposed to the first half and put his report there and we can save any questions that arose in the first half for the second half.

Mr. Howison: We have never been done by 11.

Mr. Realmuto: That's for sure. It's probably a safe bet.

Mr. Krumrie: What do you think about trying to get the report in writing before the meeting? Is it reasonable to get it in writing?

Mr. Plummer: We could.

Mr. Krumrie: Can we get the report in writing?

Mr. Rayl: We could. Usually it's something I update with everything to do, to the last minute, so I include things that have gone on in the day before. But I can cut it off and get it out early for our report.

Mr. Plummer: Obviously, you could add stuff to it, if you did it in writing. Let's try having him come at 10:30, let's see how that works. That way, if anything does arrive in the first hour we can defer until he arrives. Anything else under supervision?

Mr. Realmuto: One other thing, I think I understood that the new manager with retail experience is going to be coming here on Friday and that you're going to be meeting with him, Harry. I'm asking the Board this because it's been somewhat controversial in the past. I would like at least 10 minutes to talk to him about finances for the restaurant and anyway, get his take on things, get to know him. I'm asking the Board if anyone has any objections, if the ten minutes could be set aside for me to meet him and talk to him strictly about the restaurant financials?

Mr. Plummer: I don't think any of us have any objection to that at all.

Ms. Carpenter: As long as Harry leads so you're not talking at the same time.

Mr. Realmuto: I assume, that's why, yeah.

Mr. Plummer: Anything else?

Mr. Krumrie: Once again, I'd like to wish everybody a happy Thanksgiving.

Mr. Realmuto: Happy Thanksgiving, everybody.

TWELTH ORDER OF BUSINESS

Adjournment

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


Secretary / Assistant Secretary


Chairman / Vice Chairman