

**MINUTES OF MEETING
LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT AND
LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT**

The joint meeting of the Board of Supervisors of the Lake Ashton Community Development District and Lake Ashton II Community Development District was held on Monday, **May 16, 2022** at 11:30 a.m. at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lake Wales, Florida.

Present and constituting a quorum:

Bob Plummer	Lake Ashton CDD Chairman
Michael Costello	Lake Ashton CDD Assistant Secretary
Steve Realmuto	Lake Ashton CDD Assistant Secretary
Debby Landgrebe	Lake Ashton CDD Assistant Secretary
Lloyd Howison	Lake Ashton CDD Assistant Secretary
James Mecsecs	Lake Ashton II CDD Chairman
Bob Zelazny	Lake Ashton II CDD Vice Chairman
Angela Littlewood	Lake Ashton II CDD Assistant Secretary

Also present:

Jill Burns	District Manager, GMS
Jason Greenwood	District Manager, GMS
Jan Carpenter	Lake Ashton CDD District Counsel
Sarah Sandy	Lake Ashton II CDD District Counsel
Christine Wells	
Mary Bosman	

FIRST ORDER OF BUSINESS

Roll Call and Pledge of Allegiance

Ms. Burns called the meeting to order at 11:46 a.m. and called the roll. All Lake Ashton I CDD Supervisors were present, and Lake Ashton II had 3 Supervisors present. The Pledge of Allegiance was recited.

SECOND ORDER OF BUSINESS

Approval of Meeting Agenda

Mr. Burns: We can move on to approval of the meeting agenda. Are there any questions or additions to the agenda? If not, we'll take a motion to approve from each District. We'll start with Lake Ashton.

On MOTION by Mr. Realmuto, seconded by Mr. Plummer, with all in favor, the Meeting Agenda for the Joint Board of Supervisors Meeting, were approved.

On MOTION by Mr. Mecsics, seconded by Mr. Zelazny, with all in favor, the Meeting Agenda for the Joint Board of Supervisors Meeting, were approved.

THIRD ORDER OF BUSINESS

Public Comments on Specific Items on the Agenda *(the District Manager will read any questions or comments from members of the public in advance of the meeting; those members of the public wanting to address the Board directly should first state his or her name and his or her address.*

Ms. Burns: I do not have any speaker cards over here. Jim or Bob, did you have any that were submitted to you? We have no public comments from anybody here in person. If anybody on the Zoom line has any public comments, you can use Zoom's "Raise Hand" feature to be called on now. Hearing none,

FOURTH ORDER OF BUSINESS

Approval of Minutes of the January 21, 2021 Joint Board of Supervisors Meetings

Ms. Burns: Next, we have approval of the minutes from the January 21st, 2022 Joint Board of Supervisors meeting. Does anybody have any questions, comments, or corrections to those joint minutes?

On MOTION by Mr. Plummer, seconded by Mr. Howison, with all in favor, the Minutes of the January 21, 2022 Joint Board of Supervisors Meeting, were approved.

On MOTION by Ms. Littlewood, seconded by Mr. Zelazny, with all in favor, the Minutes of the January 21, 2022 Joint Board of Supervisors Meeting, were approved.

FIFTH ORDER OF BUSINESS

Discussion Regarding Joint Amenity Policies *(requested by Supervisor Realmuto from Lake Ashton CDD and Supervisor Littlewood from Lake Ashton II CDD)*

Ms. Burns: Next on the agenda's discussion regarding the joint amenity policies. I'll turn it over to Angie and Steve who were on the committee along with Mary and Christine who worked on these, and we'll let you guys go ahead and present the changes.

Mr. Realmuto: I guess I'll start. For the benefit of those who might have been at the prior meeting when I covered some of the same material, I just wanted to say that the joint amenity policies that are before you have been brought forth by the Joint Amenity Policy Committee, which consists of myself, my counterpart Angie, and our amenity managers, Christine and Mary. We were in unanimous agreement on presenting these to the Board and recommending them. I believe they go a long way to supporting the updates that our amenity managers need to support them in managing the amenities on a day-to-day basis. I'm sure there are going to be lots of suggestions and improvements. It's never going to be a perfect document, but this was the document that this group felt comfortable recommending to the Board. What you have in front of you is a redline copy that shows each and every change that was made to the last approved amenity policies, so it can be tedious to read through it. There are some additional changes that will be made, mostly in the area of alphabetizing things. We didn't want to confuse the change of ours and wanted to make sure that it was easy for you to tell what had changed, and rearranging things to alphabetize them would have confused that, so that will be done in the final copy. With that, I guess I'll open it up to comments from others on the committee if you have any. Angie?

Ms. Littlewood: I don't have any comments on what we did except that I want to thank Mary and Christine. I didn't really realize how important this document was to the amenity managers until we started doing this, and they use it constantly. They had a great deal of input, which was very appreciative. Thank you.

Mr. Zelazny: First, let me say that as the one that worked on the first amenities policies, I know how hard it is, and I appreciate all of the work that you've done. I have provided a number of comments at the last Joint Board meeting about the amenities policy. I also spoke at the last Board meeting for CDD 1 and brought up my concerns, two of which the major ones were not addressed in the revised document, and so what I'd like to do is I do have a list of about 14 things that I'd like to have discussed and talked about. The first one on page 2 deals with pathways and bridges. As Debby indicated, it should be applied to all bridges and pathways in the community, and that's my recommendation because when you have carts and bridges that are not associated with the golf course, and the rules and operations on the paths for safety like speed limit, should be applicable to all bridges and pathways in the District, so I would make that recommendation to make that change.

Mr. Realmuto: Bob, do you want to stop and discuss each of these as you go through?

Ms. Burns: That was going to be my recommendation. If nobody is opposed, I think then the committee could take that recommendation to implement that or if they are opposed, we could go through each one. Is that okay?

Mr. Zelazny: However you want to do it.

Ms. Burns: I think that may be fastest so we can discuss each one of them.

Ms. Littlewood: I just need to understand what you wanted us to do there. Bob, do you want us to take out "the golf course" and just change it to "the District"?

Mr. Realmuto: I agree with the consistency, Bob, but I can't help that people are misreading that. Look at the words that are there. It says, "pathways, bridges shall mean all golf cart pathways." Not golf course pathways, golf cart pathways. I'll point out this is not something we changed. I read that as applying to all golf cart pathways. It's "within the golf course" that you have issue with? Deleting "within the golf course," is that what you're suggesting? We have to bring these changes down from comments to how the words would change if we want to move forward on this.

Mr. Zelazny: I provided it to you on my sheet, but the quote is, "shall mean all golf cart pathways, walking paths, and or any auxiliary bridges within the golf course." We have paths and bridges outside of the golf course. That's the intent.

Ms. Landgrebe: Exactly.

Mr. Zelazny: So I read it specifically like you wrote it and asked for the change.

Mr. Realmuto: Just to be clear, we didn't write this. This actually, I think, was the last one.

Ms. Burns: I think this is an easy change. Just remove golf course and change it to District.

Mr. Realmuto: The suggestion is to delete "within the golf course?" Is that what you're saying?

Ms. Landgrebe: Yes.

Ms. Littlewood: We're just taking out golf course and putting "within the Districts"

Ms. Burns: Correct. Everyone's okay with that? No objection to that change? We're good. Moving on.

Mr. Zelazny: On Page Two, again, there's a definition of non-residents, which is, "the family members residing in the home beyond 30 days meet this definition." This came up during the year about third parties living within the home, caregivers, adult children coming back to reside for long periods of time. I know that the HOA has responsibility for people living in the house, but the concern from the CDD perspective is use of the facilities. When you look at other definitions, a resident is the owner, just two persons that live in a residence. Then there's a bunch of different definitions of what constitutes a resident. Then we get down to rental property. That's another thing. There are now rumors throughout the community that people are offering their homes as Airbnb's, as well as short-term rentals, which is, in my opinion, even though I'm not on HOA, this is the CDD, it's unacceptable that we're providing facilities for people who come in with their kids to go to LEGOLAND, for example, and decide they're going to use all of our amenities while they're here, then it becomes a business. Airbnb is a business that we're supporting without getting compensated for.

Ms. Burns: For the rental agreement and what constitutes a renter, I'll defer to Jan and Sarah, if they're in agreement with this, but I have had a District that defined a renter as somebody with a valid lease of at least six months. There was that concern about short-term rental, somebody's there for a week and passing amenity cards for facilities that have lots of water slides and things like that. There was a big draw for that. That's

something that the Board wanted to define, unless there was any objection from Counsel on defining that the rental has to be a valid lease of a minimum of six months.

Mr. Zelazny: Well, I think for today, because our Board has not even met ourselves to agree to what we're agreeing, what I would like is I would like to take it back to the committee to actively address this point because I haven't heard any discussion on it. Tell me now the input that I had given previously. So I'd like to get at least feedback one way or the other from the committee and the lawyers on what we can and can't do. We are not going to do it today, but it could be directed to the committee to resolve that or come up with suggestions on how we approach that. We've had numerous complaints of children returning to the nest for periods of 6, 9, 10 months. They use the facilities all the time. They don't pay to use the facilities. Two years ago, when we had the discussion, a resident was defined as a couple.

Ms. Burns: It's not.

Mr. Zelazny: I'm not saying it was a couple. It was something about two people cohabitating in the facility. Anyway, we have always addressed residents as a two resident. I'm saying, should we address larger families? It goes down to further when Debby was talking about guests. That's the other consideration, is people who bring guests multiple times that live in the neighborhood, they bring kids, they bring them down three or four times in a week, with multiple children who use all the facilities. That's why we've put a limitation. We have had people who live in the general area that are here every day. I'd like to go back to the committee to work on those issues.

Ms. Burns: I think the issue of differentiating what a resident is versus a guest is important. As far as defining what a resident is, we cannot limit the number of people living within the household. This comes up with a lot of families who have 6, 7, 8 children in other facilities. They have eight kids and get the same use as somebody who has two kids. Yes, they do. If four women want to purchase a house and live in a golden girl's style and they all live here full time, they are all residents of the District. They're all residents.

Mr. Zelazny: I'm just saying, we're not going to resolve it today, but I'd like the committee's interpretations of what we can do because we had the discussion two years ago. We were talking about two person residences.

Ms. Sandy: This is Sarah Sandy. Bob, would you be able to hold the microphone closer? You're fading in and out. I'm able to hear everybody else, but it's a little hard to hear you.

Mr. Zelazny: Anyway, I'd just like to have the committee go back and resolve all the issues between residents and non-residents.

Ms. Carpenter: Angela, go ahead. I saw you've been trying to talk.

Ms. Littlewood: I just spoke to Sarah about the residents and I think that she's in agreement with you, Jan. But the CDD collects its payments from per house, not the number of people that stay in the house. It's per household. Going back to the renters, when I first read this document, a short-term rental in Polk County, Polk Lake, and Osceola County is a rental of less than 180 days. That's a short-term rental. Anybody renting it out as a short-term rental should really have a business license to do so. A residential, if it's a non-short-term rental, is 181 days. So if you've got a lease of 181 days, then that is classified as a long-term rental. I don't know whether that would help, but when I was running the short-term rental business that we run, that was what defined it.

Mr. Zelazny: Again, I'm agreeing with you. I'm just saying that we charge non-residents a higher cost, \$4,200, this coming year. A non-resident is any person who does not own or rent property within the District. I want to know are we looking to charge anybody? Are we going to have a fee structure for people who exceed the HOA standards?

Ms. Carpenter: I would suggest, and I know Sarah is on as well, the change to resident was a person owning a home or currently residing in the home, and that residing in shouldn't be carried over to the non-resident. Because if you're living there with the intent to establish your residency, so if an adult child, for example, came home and they're planning to live there indefinitely they've got a license, this is their home address, they'd be establishing a residency under the law. I would think that person would be entitled as a resident. I think we need to carry that definition to make it work for resident and non-resident type.

Mr. Zelazny: I have no problems. Just a number of residents have approached me and said, "this person is living with his parents and using all the facilities."

Ms. Carpenter: By that example, the person is a resident. If they're here on vacation for a couple of weeks, then they're not residents.

Mr. Zelazny: Then on page 6 I wanted to add.

Mr. Realmuto: Before we move on, I had something I wanted to say on that. Bob, at the last meeting, I think you asked us to work with the attorneys and have them address that. We did, and I think you're hearing their answer. I'm not sure you like the answer, but what I've heard the attorneys tell us, both of them from what I understand from Angela, is that if someone is residing in the home, they are a resident and we can't treat them differently because it exceeds some number. They've come back and we've done that, and there's nothing else for us to consider quite frankly, the attorneys have answered that.

Mr. Zelazny: I think I acknowledged that, but here's the issue. If I presented the committee input to review, and you come here to present it and you say these are the changes and there's no discussion on what I presented. You owe me the right to discuss what you said about your position, not just giving me a handout with a bunch of red lines on it. I offered some suggestions and some questions, I expect an answer from every one of them. Not just "we talked about it, it's done." I want to know why.

Mr. Realmuto: The answer is, we did discuss this in the committee. We talked to the attorneys and they told us basically we couldn't do it. That's the answer.

Ms. Littlewood: At the last meeting, Bob, when we spoke about this at our meeting, and you were unhappy about the length of time that it was taking us. I said then that we were addressing that and I was speaking to counsel. I knew that Steve was speaking to his lawyer and I was speaking to ours. I get that you've accepted that, but what you still keep pushing is that we should be charging the extra people different rates, you can't.

Mr. Zelazny: No, I'm not.

Ms. Littlewood: I'm sorry, that's how I was hearing it.

Mr. Zelazny: All I'm saying is that, this should have been a workshop so we could have open dialogue, because none of us have seen the document. But if I provided input and it's not being shared by the other members of the Board, you might consider my input with that. If it was never brought up, never discussed, then it's not shared input.

Ms. Littlewood: Nobody's stopping you from doing that, we're going to go down your list of questions and discuss them. But we're just trying to clarify what it is that you're wanting really. With that issue I thought we moved on but I got the impression you were still pushing for increased rates on the different people. I accept that I misheard and I accept that.

Mr. Zelazny: I'm just saying that if I provide input, I expect a response even if it's not supporting my position, that's all I'm asking so that I understand it was discussed. The other people on the Board, the eight people that weren't in the committee have the same opportunity to understand what you're talking about. I don't think that's wrong.

Mr. Realmuto: I'm sorry, I might be missing something. Just so we're all on the same page, that's what we're here to do today. This is a joint meeting, let's talk about each of these as you bring them out. That's what we're going to do today.

Mr. Zelazny: Well, again I would hope that a lot of issues would have been resolved in the committee, but let's just move on. So the third item is failure to pay just debts to the District should resort in immediate denial of amenities until the debt is paid.

Ms. Burns: By debts, do you mean assessments?

Mr. Zelazny: No. If you go through the Amenities Policy, there is a provision that, "you as a resident are responsible for any damage that is done to equipment or the facilities." Debby brought it up again in terms of damaging equipment. We currently are in a different situation within our District that we have people that have huge bills to the golf club. That is actually a bill to the District, not to the golf club because we fund it, we maintain it. So if you don't pay for the damage to the building, if you don't pay your debt to the clubhouse or the CDD, what is the penalty? I asked the question because you have it in your amenities policy, "when all collection methods have been completed." I ask the question, what is that? It's been three months I've had no response to that. Now I'm saying, if we've done all of that and we haven't got our money, what is the next step? The next step to me would be denying the ability to use any of the amenities until your bill is paid. I don't understand why that can't be put in.

Ms. Landgrebe: That would be an add-on because, where is that?

Mr. Zelazny: That's what I'm saying, it's not in there but that's why I've provided it to the District, with some items that I wanted to have discussed that needed legal review.

Ms. Burns: For example, you would say, "Any outstanding debt to the District more than 90 days after that time."

Mr. Zelazny: The terminology in the amenities policy says, "when all collection methods have been completed." I'm saying we've been running this, we've exceeded the 90 days, this gentleman owes us \$950. I want my \$950. Now, we've been very fortunate we haven't had any damage to our facilities otherwise. But it's in the amenities policy, you as a resident is responsible for any damages that occur. But you don't have any method by which to collect it.

Ms. Burns: You want to set a time period and after which all use of amenity facilities would be denied until it's secure.

Mr. Zelazny: As I asked, what is the statement you wrote in your original amenities policy that says, "when all collection methods have been completed?"

Ms. Burns: I think the issue is, you're talking about Eagle's Nest or golf course debt which is overseen. I don't know what the collection methods of Indigo Golf are, they're overseeing that. I don't know what their collection methods are.

Mr. Zelazny: Their methods are letters and then that's it. What can we do to stop it?

Mr. Costello: One of the biggest problems that I see here is that, and I understand what you're saying, but if they owe you \$950, I hate to say it but the golf course does not have anything to do with CDD 1 other than the fact that we rent it to you for a dollar. I do understand that, you want your \$950, I don't blame you. Is the person still allowed to golf?

Mr. Zelazny: No, he's not allowed to golf until he pays the bill.

Ms. Sandy: Bob, if you don't mind. I think Jan and I could probably work on some language together afterward if she's amenable to come up with something to address this. I do have other communities that have some general language, not specific to golf course, but generally, that allow for the suspension of amenity privileges if there are amounts owed to the District that are not paid in a timely manner.

Ms. Landgrebe: Is that a joint policy or should that be specific to the golf courses?

Mr. Zelazny: Well, I'm giving you an example of the golf course, but the issue of the amenities policy is a resident is responsible for any damage done in the District. That's

on both sides. There has to be a method of which to collect for a penalty for not paying their debt, but not specific to the golf course.

Mr. Howison: For instance, if someone were to hit a stop sign or one of the gates coming in, we hold that person accountable for that.

Mr. Zelazny: I'm fine if Jan and Sarah work on language to do it, I just think there has to be an enforcement method by which we can collect revenues.

Mr. Realmuto: So can we talk about that as Boards? Again, I understand the desire or the need to collect, but what I'm questioning is holding access to the amenity or suspending people's amenity privileges, is that the answer to everything? I know you've referred to "all other methods have been exhausted," that's pretty vague. But quite frankly, I'm not sure I want to see people's amenity access held hostage to some of these things. I understand there might be cases that make sense, but isn't it sufficient, first if someone owes the golf course money, to suspend their privileges on the golf course and to pursue other legal means of collecting your debt? Why does the answer to every problem need to be, "let's suspend their access to the amenities"? It would apply equally if we had credit accounts at the restaurant or a restaurant here, so I understand that it applies to debts either CDD might need to collect. I just think there are better enforcement mechanisms than that, so the question we should be asking our lawyers, is not only can we do it and how do we do it, but is that something we want to do? And I'm not sure I want to become a collection arm of these, essentially, businesses. I think that's a misuse of the amenity access and privileges. So even if we could do it, frankly, I'm not sure at this stage. I'm open-minded. I'm willing to look at what's written, but I do think we need a written proposal. I'm willing to look at what's written and consider it, but I question whether it's necessary and by the way, you also alluded a few times to directing the committee to do something. I think major policy changes like this need to be brought to the Board in writing and the Board needs to make a decision on it before telling people on a committee to go ahead and propose something. The burden is on the Board essentially to do that, if you'd like to drive that as a Supervisor, I think that's what you should do, but it should be in writing. The reason I believe it should be in writing is the devil is in the detail on a lot of those and frankly, I found some of the things you've asked for to be moving targets. I really want to see what exactly is being proposed in writing and exactly where it would be

put in the policy, but my major point is this, these are Board decisions that should be made by the entire Boards before the joint amenity policy committee is directed to essentially insert that policy decision into the policy.

Mr. Mecsecs: Steve, I hear your thoughts and your opinion on this, but I am the other way, all of these amenities are all of these folks. We have deadbeats and I'll use that word deadbeat like we do back in New Jersey that scuffle on us on their debts and we take any, not only legal means, but we also have the means that we have as a CDD, which is the holding back of their access to amenity policies. I understand where you come from but if we have money out there and people are just going to walk away and say yes, I'll see them in court or a small claims court, all of a sudden, they are coming to come through this door, you can't come in here pal until you get your money taken care of. That's going to make an impression on a lot of folks. But in regards to the discussion with the committee, part of this joint meeting that we have is to give direction to the committee, and then when they come back again and we vote on that as a Board, then we will go from there. But no, this is where we give you guys the check to start working on this again or review it.

Ms. Littlewood: Maybe I'm confused but help me with this. Bob, you've said a couple of times to Jillian, what was the original thing? We haven't changed the original document other than what we've put in red. So if it's not in red, it's what was already in there originally. I get that you want this added and that's fine. We can add that, but I just want to point out that nothing's been changed other than what was in red.

Mr. Zelazny: I understand that but the purpose of this whole process was to amend the amenity policies and make it more useful and bring it up-to-date. So it includes adding things, it includes eliminating things, it includes just changing.

Ms. Littlewood: I get that. But twice now I've heard you say, "what was in the original document." What was in the original document is everything except what was in red, that's been added or changed. It's not really been changed, we've just put lines through it, so you can see what it said originally. So the original document is this one other than what we are writing in red.

Mr. Zelazny: When I was talking about the residential things and I wanted to get it changed, I used the reference in the original document if it had this one, I was asking for

a consideration for a change to that. Yes, I understand it's the original document with changes. Going on to page 6 and Debby alluded to it earlier. That was reducing the suspension and termination process. I have provided verbiage to that. I think that it is extremely cumbersome. It's long. If you read through it, there is no reason to suspend the person for one day on the day he gets his letter, that's normally three weeks or four weeks after the incident. So I would offer the verbiage that's provided in the document to change that and reduce it.

Mr. Realmuto: Maybe I'm misunderstanding Bob, but I'm looking at the piece of paper you provided us labeled page 6. I don't see the verbiage to insert that you're suggesting being inserted.

Mr. Zelazny: You use the steps to ensure compliance. "Step one will be staff asking residents to comply with the policy. If they do not comply, then they will be asked to leave immediately. In the first case, a record of the incident will be put on file. In the second, the resident will be asked to leave and a letter will be forwarded to him for possible action if the incident occurs again. Future offenses will result in a letter and a 7-day suspension from all amenities. The fourth offense will result in loss, et cetera. I don't know if I can make it any clearer."

Mr. Realmuto: Where do you propose inserting those words?

Mr. Zelazny: I'm suggesting it replacing the portion that has suspension and termination process.

Ms. Realmuto: To be clear, you're suggesting 1, 2, 3, and 4 be replaced with your paragraph.

Mr. Zelazny: I'm not saying that's the right length. I'm saying those are the steps I believe we should be following to ensure compliance. Starts on page 6, finishes up page 7.

Ms. Realmuto: I'm confused, I'm sorry.

Ms. Littlewood: I will say, this is how I read what we said. You are wanting, the first verbal warning, they should be asked to leave. Is that what you're saying?

Mr. Zelazny: No. If you're in violation of any policy, a member of the staff will say you're in violation of policy. If the resident responds, changes their actions or whatever, then there's nothing. If the resident refuses to comply with the directive from staff, then

you'll be asked to leave and you'll receive the letter. If he does not comply with what staff is asking him to do, then he should be asked to leave the facility indefinitely.

Ms. Littlewood: Well, if you read these first defenses and second defense, if they don't comply when they've been given the verbal warning that day, it would immediately go to the second offense, which would mean they would be suspended. That's how I would read this. Mary or Christine can give a verbal warning to somebody and if they refuse to comply, then it commutes straight to the second warning. That's how I would do it.

Ms. Landgrebe: I didn't read it that way, at all.

Mr. Realmuto: If someone doesn't comply with the directions of staff, I mean, that becomes essentially a trespass issue, in which we call whoever the appropriate authority is to enforce it. I think you're getting in the weeds here. There are mechanisms of addressing it as it's currently right.

Ms. Littlewood: If they're asked to leave and they don't leave Bob, what would you want the amenity manager to do? Call security? Can security physically evict them?

Mr. Zelazny: No. If he refuses to leave, then we call the guard, the guard will call the city police and have them kicked out for trespassing. But I don't know, I'm not looking for verbiage resolution. I'm asking for a change in the procedure, and it's not going to be decided here because we haven't even discussed it. I want it to be put forward. I want it to go back to the committee and have them review it and have the legal people chat. I sent you the note, two months ago that this was coming.

Ms. Littlewood: Are we not discussing it now Bob? I don't know what you want us to do. Questions that you've sent us, we've taken onboard, and we've tried to put them into here. Do you want us to hold a meeting every time we make a change so that we can discuss them? This is what we're doing. We discussing your points now.

Mr. Zelazny: If the decision is to change it, then let's make a decision to change it. I don't want to argue without the exact wording. I want suspension termination shortened and I want it clarified. That's what I want. I don't need to get it I just want it out, and I want it open for discussion.

Ms. Littlewood: Can I just ask the amenity managers whether they, if you give someone a verbal warning and they don't comply, you don't give them another day, surely you go straight to the second one and tell him it's a written notice. Is that right?

Ms. Bosman: Personally, I can't speak for Christine's, she'll address you also, but it depends on the severity of what's going on. If there's violence, if there's danger or whatever, I would not call security first. I would call 911. We need to make sure that we're not thinking more steps. We're trying to reduce steps, not add them. I would call 911 and have that person removed safely. It could be condensed in that, can I just say my opinion here?

Ms. Littlewood: Yeah.

Ms. Bosman: I agree with the aspect that when they get the letter. If they open their letter at 02:00 PM in the afternoon, knowing that for whatever until 9 o'clock, they're suspended, so seven hours of suspension. I agree that we could take a look at that aspect. Does that help at all?

Ms. Landgrebe: Let me just say that when you indicated that it was a rolling process. When I read this, I took it as four separate times if somebody doing it, not that the staff would immediately go from one to two. I took it as, well, this person did whatever this time and now I did a second time, so that was not clear.

Ms. Realmuto: We discussed this at length in the committee and I think the consensus and I'm sure the other members will jump in here if they disagree, was that essentially especially the way we changed the wording, but first offense, verbal warning may be issued was optional. Step 1 is optional. That shortens it to at least the remaining three.

Ms. Landgrebe: It's not step, it says first offense, second offense, that to me indicates multiple times of doing whatever.

Mr. Howison: If we look at that first bullet, verbal warning may be issued by staff. Could we add to that? The resident may be asked to leave the amenity.

Mr. Mecsecs: The verbal warning is issued and no compliance then they will be asked to leave or be removed. But I think Bob is trying to just get at it, because you're right, Debby, as I've always seen this as it's like the first offense and they put it on file. Now we have down here where it's self-safety or anything that is really serious that the

amenity manager can jump that. However, I think in fairness to all staff, let's make it as simple as possible. Mary comes up, "Jim, you're doing something here on the equipment. Please stop." I look at her and say, "No, I want to do whatever I want to do." We call the local authorities, they come in and say, "You have to leave." Then go on, that's when it gets escalated from there. Again, as he's looking at this, this gives the impression that we have steps that we must go through. Let's keep it as simple as possible and saying if the amenity managers are saying here, that look, if you don't comply, actions will be taken. Simple as that.

Ms. Burns: Failure to comply with the request of the staff can result in being asked to leave the facility.

Mr. Mecsecs: Yes ma'am.

Ms. Landgrebe: Then that raises the question, is it staff or is it the amenity policy because as a resident mentioned before, if you go over to staff, the definition, shall mean any employee, contractor or volunteer that works under the amenity policy.

Ms. Littlewood: I personally think it should be the responsibility of the amenity manager, and if she's not there, then they designate it.

Mr. Realmuto: Amenity manager refers to a specific person in that role. Perhaps we need to change the word staff to amenity manager. We need to talk about that in the committee, but that's one way of addressing that concern that was raised by a resident.

Ms. Burns: Just another suggestion. If you can take the word volunteer out of the staff, I think you could leave it as staff and take the volunteer out. I think that everyone would be comfortable that it says that Mary, or if Christine is not here, Max, the security staff at the front could be somebody who could ask somebody to leave. I think that would cover all the HFC staff, the clubhouse staff, and the security staff if we remove volunteer as a staff member.

Mr. Realmuto: I like that solution.

Ms. Landgrebe: That's good. Then contractor should be defined as security because when I think contractor, I think quite honestly could be Dana. So can we just do what we just said, security?

Mr. Realmuto: I'm wondering if we don't want to leave it a little broader than that, like a contractor, a landscaping, or a one-time contractor making repairs to the cart path

and closing it. They're asking you not to drive over it and you drive through wet concrete they just poured. In general, I agree with removing volunteer, but I think we want to leave the rest a little more flexible.

Mr. Zelazny: So that you ensure standards and everything, I think if you're going to ask the person to leave the facility, that should be the amenity manager or the assistant, whoever is in charge at that time. I don't think it's right to have a volunteer or a staff member or the maintenance guy show you that you have to leave the facility. That should be a paid management.

Ms. Burns: What if we do amenity manager, their designee, or security contractor, security staff, security, some security?

Mr. Zelazny: But I do think it needs us to use the word adult leadership when you're going to deny people an amenity. To remove them, it should be amenity manager or whoever's in charge of the facility at that time.

Mr. Realmuto: We can certainly look at the adding those words to it. I think I had a second part of that request and that is to make it clear. If we're going to keep the terminology, first offense, second offense, make it clear. I think what I heard you ask is that would they get moved automatically to the second offense if they refuse to comply with the verbal requests.

Mr. Plummer: Quite frankly, I would remove first, second, and third, fourth offense because as we've already said here, that tells me it happened one day, the next day it happened, two weeks later it happened. It should be stepped because you may go through all four steps in the same day.

Ms. Burns: Yeah. We can change offense to incident, the first incident, the second incident.

Mr. Plummer: Incident is still the same thing. You may get the item four on the first offense depending on how it's rectified.

Ms. Landgrebe: Or you eliminate the two words and just use bullet points. But this is just a flowing process, it's not number of offenses.

Mr. Realmuto: Understood. I think you've given a lot of good direction to the committee. I think it's the stage where we need to take that feedback and go back and see how we address it.

Ms. Landgrebe: What do you have next, Bob?

Mr. Zelazny: Well, again, I would just like to make sure that we don't wait three weeks to send a letter if you suspend the guy for one day. You remove them, he should get his letter. That should be the step. The next step is a formal letter that suspends him from the amenities.

Ms. Burns: I would think that'd be pretty easy for Mary and Christine to have a form letter just basically saying, based on an incident, it's very generic. It doesn't need to have specifics about the incident, but you are suspended for the rest of the day that way they can just send it immediately.

Mr. Mecsics: I think the steps are that you give them formal notice and then after that you can call law enforcement and that could lead to trespassing.

Mr. Costello: One of the things that you had mentioned that I don't see covered in here is this part of failure to pay money. Now, you people are owed \$900 for one person. That should also be included in that.

Mr. Zelazny: If you look at the next line on the document.

Mr. Costello: That's what I'm saying. That should also be included.

Mr. Zelazny: Correct. We have to have some type of action and it has to be clarified in the document.

Ms. Burns: My only suggestion on that, just from directing staff on that, we need to be clear on monies owed after a certain amount of time, 30 days, 60 days, 90 days. Whatever the Board determines that it is, so that it's very clear that let's say if somebody doesn't pay their Eagle's Nest, that they get notice and that gives them 30 days to pay it. After that time if it's not paid, they get sent another.

Mr. Zelazny: Again, the question was leveled three months ago to get resolution on that so that it can be put in the document. I'm willing whatever it is, I just think we have to have a collection method on that.

Ms. Littlewood: Can we make a decision on that now? You said that it is going to be a Board decision, let's make a decision on that now. How many days do you want it?

Mr. Mecsics: Can I ask to chime in? I think 60 days. Anything in arrears of 60 days, it goes on your credit report from my old days with Equifax. If it's 60 days, then you're out.

Ms. Carpenter: It has to also have written notice to the person so they know that it's overdue. We'll have to come up with something that's 60 days and has received two notices or something that they've got the actual notice.

Ms. Landgrebe: But I think 60 days is a lot of days because then there's a process on top of that, right?

Ms. Carpenter: Sorry. We'll have to find out what the actual procedure is. Once you're billed, do you have 30 days to pay it, do you have 15 days to pay it, and when do you send the notice? We're going to find out what the actual process is to make sure the person's got their normal billing time, whether it's 15 or 30 days, and then they've got another letter saying, "Hey, you forgot to pay, you need to pay us within this time or else."

Ms. Landgrebe: Is that something you're going to do, Jan?

Ms. Carpenter: I'll work with Sarah, and we can figure that out.

Mr. Zelazny: On Page 8, it talks of the group organization, or clubs. I have a concern on clubs, groups, and organizations. The definition of a club is pretty clear. Definition of groups is not. I'm a little concerned about groups and organizations. But the approved organization, what it is and memberships. To be a club you have to have five resident members. Can you have any outside members? For example, the Democratic Club or Republican Club, does it have outside members that deny them the ability to be able to use the facility? I have a question on; can you expand the definition of enrollment to the clubs? The same thing with groups. What is a group? Is a group the tennis club or the tennis group, the pickleball group or bocce group? What is a group? What constitutes a group? Then also what constitutes an organization? When we talk about groups particularly because groups can reserve rooms like ours, to do whatever they do. Is a group defined as 4-24 or more people or can you be a group of three to reserve a room? I just think the definition of clubs, groups, and organizations needs to be defined.

Ms. Burns: So you want it to be a defined term at the front?

Mr. Zelazny: I think so.

Mr. Realmuto: First of all, referring to clubs, groups, and organizations is an attempt to be all encompassing. They're all considered the same, there's no distinction between a club, group, or organization. I don't know whether that addresses that comment. Did you look at number Roman numeral IX on Page 9 that defines what

constitutes a club, group, or organization? If so, what changes? Because you asked about the number, does three meet the requirement? Well, number 1 says, clubs must be comprised of a minimum of at least five active members. All members must be residents or renters' leaseholds. That answers that question, doesn't it?

Mr. Zelazny: Well, no, it doesn't. Because I asked the question; should that be changed? I don't want this to be a two-way conversation between Steve and I, but the Board makes the decision, 10 people discuss every issue. I'm saying that based on this definition, a club can have no outside members, and I'm saying is that still the way we want it?

Ms. Littlewood: I get what you're saying, but I would define the Republican and Democratic party as an organization rather than a club.

Mr. Zelazny: Again, I think same thing applies; what is the definition of a club, a group, and an organization, and what are the memberships for those three members?

Ms. Bosman: They're all being defined as the same thing, they're not being defined as separate things.

Mr. Zelazny: But you can't have an organization or a group of just Lake Ashton people. Organizations are big, so I'm saying we need to define it so that we understand because these organizations have the right to reserve amenities and facilities. I'm just asking if that's the way it's going to stay. I agree with whatever six people on the Board say. But I think now when we're redoing it, we need to make sure that we treat the job.

Ms. Burns: What you're saying is you think maybe an organization should be defined separately than a club or a group?

Mr. Zelazny: I think that all three of them have different functions, different memberships, and different uses of the facilities.

Ms. Landgrebe: I'm sorry. Groups that are in here like the Republican and Democratic, I just see that as a club, a group of like-minded people.

Mr. Zelazny: Well, then nobody from the outside can attend.

Ms. Landgrebe: That's what I would think. But then we would say that with any of our clubs, groups, or organizations.

Mr. Howison: You've got a group of people that, for instance play cards on Thursday mornings up here.

Ms. Landgrebe: The residents.

Mr. Howison: Probably it's all residents, but it is different. Are we going to apply a minimum of five active members now? I think what Bob's saying is a group is a fairly informal group of people that have a common interest.

Mr. Zelazny: They reserve a room to play cards, they want three tables a week to play cards. That's a group. But they should have standards to reserve a space within themselves. It just needs to be defined.

Mr. Howison: But to your other point, if they fail to cancel, and frequently reserve a room and then don't use it, and I would apply the same thing the golf course, frankly. You have got golf groups that have 6 tee times and then they use two of them.

Mr. Zelazny: We do monitor that.

Mr. Howison: It's the same.

Mr. Zelazny: Yeah. But the part on the rooms is that these people or these clubs or organizations or groups, they can reserve space, and if they reserve, the current policy says if you don't show up in 15 minutes, they take your room. But if they cancel every third time, they're denying someone access to that room. I'm saying that if you don't show up three times in a certain period of time, you don't get privilege to reserve four tables in the card room.

Ms. Wells: I just have one quick comment. It's just my opinion too based on if you split up club, group, and organization with different definitions, I feel like organizers would just come to us with whatever rules they want. They're going to say, well, I'm a club. Well, I'm at group. Well, I'm an organization. They're going to just go under whatever category fits the rules they want to apply to their particular club, group, or organization. Just some feedback on that one part of it.

Ms. Carpenter: One thing, I'm hearing two different versions. Clubs, the way it was defined was only members, residents of Lake Ashton, organizations. The idea sounds like you want to allow people that aren't residents to be able to be part of these groups, and I think that's the decision the Boards have to make. Do you want to include groups that have non-residents or do you want to only restrict the use to residents?

Mr. Zelazny: Again, it goes to groups, the groups that just want to play cards. They have a friend on the outside that wants to come in to play.

Ms. Carpenter: I think the Boards need to make that decision before language can be drafted.

Mr. Zelazny: No, that's what I'm saying. For discussion purposes, I don't think we're going to get to the end zone today, but I think we could have some dialogue by which then the Committee could go back and work to figure out what they recommend to the Board. I'm just trying to get it back on the table.

Ms. Littlewood: I want to say something as well about these residents and non-residents attending. We discussed this in the meeting at some length when Mary was saying that there are things that happen in the HFC. But it would not take place if there weren't any non-residents that came in because there just wouldn't be enough people to make it viable. I think that was one of the reasons where we further down put it.

Ms. Landgrebe: Give an example.

Ms. Littlewood: Basketball.

Ms. Landgrebe: But now you're saying it's okay for non-residents to come in, pay no amenity fees and use facilities.

Mr. Realmuto: In that case, though, you have to consider where's the benefit if you were to prohibit without qualification, people from the outside coming in. Maybe three of those five people playing basketball, I'm just picking numbers out of thin air, are Lake Ashton residents. Without bringing in a few people from the outside, they wouldn't have that ability here. So it's residents that are benefiting.

Ms. Landgrebe: Help me understand, we're already constrained and restricted on sizes and stuff. Why are we allowing non-residents on an ongoing basis to come and use amenities without paying that?

Mr. Realmuto: Because the residents who do participate in the same activity have asked us to, so we're addressing resident concerns. It's not costing us anymore to do that. They're not taking anyone else's place.

Mr. Zelazny: Well then clearly, for basketball and those types of things you can sign in your guests to play, that is in the policy.

Ms. Landgrebe: But that's not right and then they're guests, right?

Mr. Zelazny: Correct.

Ms. Burns: They're guests. They're saying they're signed in as a guest, so somebody comes to play basketball with a resident signed in as a guest, as defined in that policy that you can bring a guest into facilities, and that if somebody is using that guest more than 12 registrations a year, then staff will review that.

Mr. Realmuto: I would submit to the Boards that we addressed that in the policy. We did talk about this by making it very clear that guests cannot displace residents. It's similar to what we did when the numbers were limited in the pool back during COVID. So we made it very clear that residents have priority. If there were a few more Lake Ashton residents who wanted to play basketball then their attendance would take precedence over the outside or our guests. Is that not a reasonable way of handling it?

Ms. Landgrebe: Yeah, it is.

Mr. Costello: As far as our organizations go like Bob had said like the Democrat Club or something like that, can we put in something where a certain percentage of the people attending must be from Lake Ashton? Like 85 percent? It can bring in X amount of people from the outside. A lot of this is going to pertain mainly to stuff like meetings and things of that nature.

Mr. Mecsics: I've discussed it with other folks. People in this community pay for these facilities, and if a club or an organization has outside members, then maybe it's time some of that money that they're spending time in here using this facility, if they're not residents, it should be looked at. But I mean the bottom line is, these amenities are for residents. If you're not a guest or a pay amenity person, then this is what these amenities are for, we pay for. Again, I think just to go back to what you're saying, we should draft up something, especially the different groups and the definitions, and then have the Boards clarify that for the committee here to know.

Ms. Carpenter: I guess my question is, are we allowing outside users, or is an organization an outside group that consists of so many Lake Ashton residents plus non-residents. Is that the distinction the Boards want to include? Because that's why clubs were originally defined as just Lake Ashton residents. We wouldn't be using the amenities for others outside. If somebody wants to say, play basketball, they can bring a friend and register them as a guest. But are we going to allow outside organizations to rent rooms if there are, say five Lake Ashton members and 30 non-residents? That's the decision

because we can make a definition, anything we want it to say. But is the organization going to include non-residents or are we just sticking with the club's organizations are Lake Ashton residents.

Mr. Mecsecs: To move this on, because we can talk this back-and-forth, I think for the Boards, at least from my perspective, we stay with what we have. If they're not residents, I'm sorry. Let them find another place.

Ms. Littlewood: But what do you do then for the three residents who play basketball but need two more, you're telling them to go somewhere else?

Mr. Mecsecs: No, ma'am. They can be guests. What I have, let's say if I use one of my favorite organizations Lake Ashton Veterans. If all of a sudden, I had a bunch of non-Lake Ashton residents coming in, but they were Veterans, I don't think it's appropriate. They are the American Legion the other one downtown. But if we have a guest come in, then that's perfectly okay.

Ms. Landgrebe: Let's play along that line. How do you handle Bingo? You have a lot non-residents that come in, and some of them, you find them in the pool hall or the library or whatever.

Mr. Costello: The difference there is that Bingo pays rent for the room.

Mr. Realmuto: Debby, I think the way you handle that is that's an outside event. Just like when someone rented this ballroom Saturday and paid us to rent it. Everyone here was probably not a Lake Ashton resident. It's a private event, essentially. That's how Bingo is here and able to do that.

Mr. Zelazny: Can I just ask then the committee to look to see if they need to expand the definitions of groups, clubs, and organizations?

Ms. Carpenter: Yeah, I think we just got to the point that the clubs, organizations, groups, are going to stay as all resident groups, clubs, amenities and just clean up the definition.

Mr. Realmuto: That was the consensus I heard. I'm not understanding the need for a distinction between a club, a group or an organization quite as Christine said, if the rules were better suited at some group, for one than the other, they would just change with they are called. Don't get hung up on the name that you call a group. It really doesn't matter what you call them. It matters what they are, are they Lake Ashton residents, things like

that. If you're suggesting there needs to be a distinction, I guess as a member of the committee, I need to understand better what that distinction is and what we're accomplishing by doing that?

Mr. Mecsecs: Well, again, if we are going to use the words, and we're going to use the distinction about these, then we need to define what they are and that you are looking for the committee, Steve, is to give you guys some inputs as to what our definition is and come back to us. Then run it through legal as to how we define those groups or who's those entities.

Mr. Realmuto: But I'm trying to understand the Board's direction to the committee. That is, are you suggesting that we need to have separate different definitions for each of those three, and if so, why?

Mr. Zelazny: They're clearly not the same. A group is a collection of residents that enjoy the same function and they reserve a time, that's the group. Normally they play cards, do whatever. Because you can't have a personal longstanding reservation unless you are moving club or an organization. That's what a group does. A club has a different function and an organization that's different.

Ms. Landgrebe: I'm unclear what those functions are.

Ms. Littlewood: We tried to put a document together here, and the changes were made to help Mary and Christine utilize this. They have a reference to go back to and we group them under clubs because it just made sense because everything that applied to each one of them as regarding rules like "comprising of five active members" it just makes sense that they should all be residents or rental lease holders. It just makes sense to group them all together. I would like the Board to give us some input and tell us how would to define each group.

Mr. Plummer: I think the clubs and groups are basically the same thing. I think organizations encompass more people. They're larger organizations, they could be from all over the place. Clubs and groups have a common interest such as cards or something that's smaller, organizations have a bigger base of their concerns. I think my idea of how to divide those up is by what they actually do and where their emphasis is.

Mr. Howison: The only thing I would ask and I would ask Mary and Christine, this says a club must be comprised of a minimum of at least five active members. They've got

be a club to reserve a room or an amenity. Are we saying that a group of four people aren't allowed to reserve a room or card tables or whatever?

Ms. Wells: I'm not speaking for the club. I think it's addressed on the page before Page 8. We did talk about that at length as well. They just do not have the ability to make a standing reservation. It's under reserving facilities on Page 8, towards the middle, you'll see a chunk of red.

Mr. Mecsics: Is the distinction of one to be of numbers and the ability to have longstanding reservations of a room. I think that's what Lloyd was getting at there, is that as a group, just again an informal type of people come to play cards, four or less or whatever have you and then we have more and we have an official club that can set up a longstanding reservation that would be defined as that, as well as an organization. I guess the definition is between longstanding reservations and short-term.

Mr. Realmuto: I just wanted to say, if you read the words because one of the questions asked is, "do you have to be a club group or organization to make the reservation?" If you read the words that are put in the policy, actually loosened this up in this policy and it says, if the room is not reserved by a club, group or organization, tables may be individually reserved with the understanding the amenity manager may move or cancel reservations if required. Essentially, the only distinction between being a club group, or an organization, I understand people's understanding of the definition of those may be different. But I haven't heard a need to distinguish between what we allow them to do. With the point, the only difference under the policy that's being proposed to you is that essentially if you're not a club, group or organization, you can be bumped by a club, group or organization.

Ms. Landgrebe: Groups can make standing reservations, it says. I thought I heard somebody say that.

Mr. Howison: Treated the same.

Ms. Bosman: The committee discussed that we're here to serve all the residents. We took the worst-case scenario. Hypothetically, a group of four persons reserving an entire room, preventing other groups, possibly a four or whatever, using the amenities. We backtrack from that aspect and so we said that we're going to start reserving tables of like-minded activities. We wouldn't put a rowdy group in with bridge or whatever. That's

common sense. But we decided to go to the tables, which opens up a whole new arena for our residents to use our common facilities, and that was the reason why we went to that avenue. Previously in the amenity policy, I've worked at Lake Ashton since 2006 and it said, there were no private, clubs, groups and organization that couldn't reserve any rooms on an ongoing basis. It was an attempt to get the wording in this document applicable and usable for all our residents.

Mr. Mecsics: To refine that a little bit more, a club would be, let's say, four or more people or less, four or less people that would have capability of reserving a portion of a room or something like that rather than the whole room, rather than a club that could reserve an entire area, that way you're splitting the hairs there and the group can have a few tables, the club can have the whole, is that what I'm getting at here?

Ms. Bosman: It's not automatic. It would be as the group leader would come in and say, I have 25 persons. Obviously, common sense again, would dictate that they would need more than one or two tables, so a case-by-case basis with the levity to preclude a group of four consuming an entire room.

Mr. Zelazny: I think we're talking about two issues. One is the part saying rooms are not exclusive. That's a separate issue is the ability to reserve any space in the building for any function. Not to correct you Steve but if a group comes in and wants a room, they're not going to bump an individual who has a reservation. It's first-come, first-serve basis on everything. As a group, unless you have a standing reservation, you don't bump somebody who has a reservation to use the facility.

Ms. Wells: I think the reason we added that is to allow private people, like say there's a group of four that plays mahjong, just using it as an example, every week, under the current policy, it wouldn't allow them to make that standing weekly reservation. Under this policy, changes would allow them to make the standing reservation as long as they're under the impression that if a club, group, or organization wants to book that room on a recurring basis, we would either get them to move to another room, so that it accommodates a club, group or organization. It's to help formulate club, groups and organization, which is what makes Lake Ashton have the lifestyle it has with our clubs, groups, and organizations. So it allows them to book a standing reservation, but to not displace a club or group that's open to everyone to be able to have that room.

Mr. Zelazny: Well, that club or group should have a standing reservation, so that shouldn't be an issue. You gave a good example of four people that meet every Tuesday afternoon to play mahjong. By the definition of a group, they're a group of like-minded people who like to enjoy the same things every week. Why can't they reserve their table forever?

Ms. Wells: It's if they are not open to all Lake Ashton residents. If they're saying, I only want to play with this four and no one else can play with us, they're no longer a club, group or organization because in the club, group or organization, it states it has to be open to all residents and renters, and leaseholders. They're in essence a private reservation. It's for new club, groups, organizations too. I don't know if Mary can probably attest to this as well. We get new clubs and groups starting all the time. It's more so for that. Because you're right, all clubs, groups and organizations that currently have a standing reservation, get that same option to renew it each year. It's more so to accommodate new clubs, groups, and organizations that are coming in that may not have originally had a place to book because there's that group of four, that's in that room that doesn't want anyone else playing with them.

Mr. Zelazny: The critical part of that to me seems to be "closed to the rest of Lake Ashton." That's what has to come out more strongly worded in the document.

Ms. Littlewood: I think that's in here somewhere. I think we put in there.

Mr. Realmuto: It's right there on Page 9, number 4. Club membership and club activities must be available to all residents, renters, leaseholders. By the way, that was there in the existing policy, we further clarify about giving residents priority. But that part was there.

Ms. Littlewood: Didn't we put it in here somewhere that it becomes a private reservation?

Mr. Realmuto: Middle of page 8, it says, "Lake Ashton activities taking place within the amenity facilities should be open to all Lake Ashton residents and not be labeled as private.

Ms. Littlewood: They become individual reservations. I thought we'd addressed that?

Mr. Realmuto: If the room is not reserved by a club, group, or organization, tables may be individually reserved with the understanding that the amenity manager may move or cancel reservations if required up to 48 hours prior to the reservation time.

Ms. Littlewood: You've said the reason for doing that was so that we could put, just like the ladies who play Mahjong, somebody might want to reserve another table in there that would play a similar noisy game. So they won't put me in with you Bob, because I'm nice and quiet and you're rowdy, so, me and you wouldn't get to play together ever.

Mr. Zelazny: No. I understand the non-exclusive. I am a little frustrated that a club can bounce an individual who has a standing reservation just because they want to expand. They have more people this week, I want to use two more tables and somebody who has a reservation gets bumped. Now, I understand getting moved to another room as long as you're not denying them service.

Ms. Bosman: I think in 99% of the situations we would accommodate of course.

Mr. Zelazny: I understand, but I'm listening to is that you can't bump somebody that has a standing reservation because a club, organization, or group now decides they need more seats on Tuesday. As long as you can move them but you can't deny them service.

Ms. Bosman: And we accommodate them 99% of the time. Can I cite an example where that might need some definition? I'll speak for the HFC, and all of our rooms are busy with activities. A group of four, are playing a game in the community center. One time a year, two times a year, a group or an organization wants to have an event in there. I'm just asking if it would be appropriate if we preclude 30 residents two times a year because of that four?

Mr. Costello: I think we fall under that on Tuesday nights there's a group that plays cards in the craft room over at the HFC, the third Tuesday of every month, the cap meets in there. We were told from the get-go that the third Tuesday, we have to find another place. It hasn't affected or bothered anybody in the least. We've gone to a point where we played at people's houses and all that but it's simply easier for everybody to have a room. Like I say, some of it has to come from the community as far as that goes. They have to realize that they have to make a little bit of an adjustment now and then.

Ms. Wells: Also, I just wanted to say under the current policy, it says there are no personal standing weekly reservations. As it currently reads, they can't book that at all. That group of four they cannot book a standing reservation at all is how it currently reads, that first sentence that was stricken out. As it stands right now if someone comes in and says, "I want to play with these four people every Monday for a year," they couldn't book that reservation because they're not opening it up to everyone, it's only that one.

Mr. Zelazny: Again, Christine, you're talking apples and oranges. This is a confirmed reservation because nobody else has the room or the table. Someone comes in at the 11th hour or he is the big fish in the pond and he says, "I want the room." If you move that foursome, that's okay. But you can't say, "there's no other room, you have to go home." Just because the big organization didn't plan ahead shouldn't negatively impact the person who has a reservation made to play. That's all I'm saying.

Mr. Realmuto: I think the amenity managers hear us. This policy gives them the ability to do that and use their discretion. But I don't know how much we want to define what they must do as opposed to using good, commonsense that we both have and have exercised in the past. These policies are a tool to enable them and give them support for the decisions they need to make to accommodate our growing community. It has grown a lot since the last revision of the policies.

Mr. Mecsics: We're working on this and I'm watching the time back there. As we're going through this, as Bob said, we probably should have had a workshop. However, to move this along because obviously again, what Bob said, our Board is going to have to go through all these as well. Then we will bring it back to the joint Boards and the committee as well so they can make the adjustments.

Ms. Littlewood: I felt exactly the same way as you feel now when I went into these meetings and we went back-and-forth. We tried to word it and make it so that it would accommodate 99% of the people, 99% of the time. But we just have to take into account that other one percent. Which is what we've left open for the two amenity managers to decide.

Mr. Zelazny: I think the document that is written is sufficient. It gives them many advantages, plenty of opportunities. It explains you can't reserve the whole room unless you're using the whole room and all of that. My only exception is if I have a standing

reservation, somebody didn't plan ahead or they want more and I get bumped, I don't accept that. You have to accommodate. Either move me to another room or whatever, but don't kick me out because 30 people want to use the room versus me. They can use the 7/8 of the room if you can't relocate. That's my position.

Ms. Carpenter: I think for the committee that the Boards have to decide what they want to do and this is really a Board decision. As to the way it is written, there's 48-hour notice, but the amenity managers are going to make the decision if there's 30 versus the three or four, that the 30 would get that room in those situations, which again is very unlikely. But I think the Boards have to make that decision. That's not something that the committee can do. They've already given their input.

Mr. Mecsics: Going forward, we have six more areas Bob that you want to bring up and then my recommendation would be to charge the committee to go back and look at each one of those, address each one, make sure each one is addressed, and if they're not, then there's a reason that should be put in there so we can discuss that more in a future Board because otherwise, we could be sitting here until five o'clock. Bob, let's just make sure your areas are covered.

Mr. Zelazny: I can cover these in five minutes, but let me just say decisions like this shouldn't be based on time. We need to take as much time, we need to make sure that it's done right. But anyway, let me just go through the last ones and Debby mentioned it in the first session again. The issue about non-exclusive group reservation should be moved to the general portion of the amenity policy and should apply to all amenities, nonexclusive, to reserve the whole section. Many managers can first allow the rest of the time. So I would just move that to the front.

Mr. Realmuto: The committee did talk about that, the reason it's listed under specific amenity usage is because it applies to some amenities and not others. For example, we're not going to use the theater for non-exclusive use. There were others it doesn't apply to. So the only way to really do that is under specific usage listed under the amenities that for which the reservations are non-exclusive. There are rooms in which they would be exclusive. That's the reason it's done that way and I expressed some concern too with repeating it so many times, and I don't know if there's a way around that. We did simplify it in that it's boilerplate. So the idea is to make it was worded such that it

could be included under any of those amenities that it applied to. Obviously, we missed one where it talks about room and it should just be amenity. But that's how we chose to handle that, so it doesn't differ slightly by one word from one amenity to the other. Wherever it's included, that exact wording is included for the amenities that it applies to but it does not apply to all of it.

Mr. Zelazny: I can't think of the amenities that the non-exception applies but let's just get through some things, my things. On page 16, there's an exception in the room reservations so that the pool players can play while schedule events are being held. Why would the billiards group have an exception to the room reservation? If I am a group or a club and I reserve the billiard room because it's the only room available. Why in the middle of my meetings should I have to watch a couple of people play pool? If that room is not reserved on it for a set time for the billiard group to play, and that room is given out to a club to use, then they should be expected to have the privacy in that room and not have billiard people play. I don't know why we have that exception exclusively for billiards.

Ms. Wells: I'll comment to that one just briefly. We've had a lot of resident concern with the growth of the community, but that's the only place for billiards. So when someone reserves that one table, that now the billiards tables are not available for use for anyone else. Because there's two poker tables within that billiard room as well. So it was just a suggestion to accommodate the growth in the community and the fact that there's only one place to play billiards and multiple places that people can play cards.

Mr. Zelazny: We have two pool rooms in the community but that's not the point. The point is, as it is written, if I reserve the room, now the non-exclusive part, there's only one table, I don't know how many there are. If I'm only using a portion and it's for cards, then it's not a big deal for the billiard people to play under non-exclusion. But if I reserve the room, the room is mine. Not for billiard people to come in and play.

Ms. Wells: I think it comes up under the multiple reservations can occur at each group.

Mr. Zelazny: That's not what you say under the billiard's room exclusion. That's all I'm saying. I think exception to that, maybe you can look at it and decide what they want to do.

Ms. Wells: When we book that room to just so you know, the people book the poker table.

Mr. Zelazny: Christine, let me go through my two points and then you guys can talk about what you want. On page 19, I want to add a portion under golf that says, "non-members or associate members that have not checked in with the pro shop that are playing golf will be charged. After they've been determined to be playing golf, they'll be charged the daily rate fees, this again applies then to collection of debt." So we need to have that added. Then on page 20, ponds, and lakes, and fishing is redundant between the golf course and ponds and one of those in the community.

Mr. Mecsecs: Bob had a question here though on service animals, and do we require residents for this card?

Mr. Zelazny: Let me just give it to Angie because Angie's done a lot of research on that.

Ms. Littlewood: I would refer you to the document that I've given you.

Ms. Carpenter: I have agreed. If someone claims it's a service animal, you can't require them to show a permit. There's been litigation over potbelly pigs.

Mr. Mecsecs: Well, yes. I've seen where people have claimed a boa constrictor as a service animal and it's not going to work. So obviously for the committee, there's been a lot of discussion, a lot of requirements, and requests. I would recommend to both Boards that you-all go back, discuss more, address those ones that we specifically talked about today in our next joint Board meeting have a good draft that's even more instead of all the red lines, I think just have a non-lined one so it is not so hard to read.

Ms. Landgrebe: Actually, are you saying we eliminate the red lettering?

Mr. Mecsecs: Well, to make it easier for people to read.

Mr. Mecsecs: Yeah, you can go into word and say accept changes and it all makes it a little bit easier to read. So you don't have this multitude of crossed lines that are red and you have more back-and-forth. Again, it's up to you all how you want to look at this.

Ms. Burns: I would just circulate them both. I would do the red track changes and then if you go in and hit accept all the changes, you could send a clean copy along with that as well. So you have the red line and see how it changed and then the clean copy as well.

Mr. Realmuto: We can certainly do that.

Mr. Plummer: I have a question. If the committee can take that back and work on that and then if we could, instead of a joint meeting, have a workshop to go over that before the next joint meeting. Will that suffice as well? That would give us back to this point, not following something else or whatever.

Mr. Realmuto: We can certainly have a separate meeting and it could be a workshop or a meeting. A workshop is just more restrictive than a meeting. That's the only fundamental difference. Well, I guess, it depends how you look at it. The point is, we can have a free and open discussion. The way I look at a workshop is we can talk about it to our heart's content, just as we did here today. Being here in this meeting did not prevent us from doing anything we could do in a workshop. That's the perspective I'm coming from. What it does do, if it's advertised as a workshop, is it should stop us from making any motions or decisions. What it would mean if we're going to have a separate meeting, I'm not opposed to that, but I don't see a justification for making it a workshop. If it's advertised as a full meeting, we can do everything we could do at a workshop, including actually making some decisions by vote or motion.

Ms. Littlewood: Just don't have it following any other meeting.

Mr. Plummer: That was going to be my next question. To have it on a separate day, that it doesn't follow a different meeting.

Ms. Landgrebe: I have a question too in regards to the next time we go through this. Is there a way that maybe we can vote on sections that there aren't any issues on, and then leave those sections that do need more work?

Mr. Mecsics: You all talked about it beforehand. We have a meeting coming, so I'm sure we'll have part of that, yeah. In fairness to all that, rather than segmenting it, I think we just come back.

Mr. Plummer: What we'll do is, is then we'll wait for the committee to finish their portion of what they're going to do with the updates here and tell us when they're ready for that joint meeting and then we'll figure out when we're going to do it.

Mr. Zelazny: Could I ask that upon completion of the committee's work, that we get a copy of the proposed amenities policy? I had less than a week to review this and to get

my thoughts together. If you send out your best effort, then we can all provide comments back to Jillian. Do some interactive stuff.

Mr. Realmuto: Just like we did this time, it was sent out, I believe the day each of the committee members reviewed it, the day after we met. It was sent out as soon as it was available. The committee met many times. That was the last one to resolve what we thought was the last issues. But we'll do the same.

Mr. Plummer: This one is we will not schedule the meeting until after we see the documents finished. That takes care of that.

Mr. Realmuto: Yeah, absolutely.

Ms. Littlewood: I have a question. Are there any other Board members that have anything that they would like us to import? I know that Debby and Bob's coincided, right Debby? Does anybody else have any questions?

Mr. Realmuto: Yeah. I had basically the same question. That at this meeting, you can share your feedback with all the members of the committee, including your fellow Supervisors. That's what we can do at this meeting. Outside of that meeting, you can't do that. If any Supervisors have any additional feedback and didn't get a chance to talk today, please share it with me. At least my Board members would have to share it now. Same for Angie and her Board members. Maybe the lawyers can weigh in on that. I'm not sure if you can share it with Christine, but then we can't discuss it as a committee.

Ms. Burns: You can share it with them, but they can't then share it with the members so it can be part of the committee discussion if it's information that was coming from the Board. If Bob wants to tell Mary something that was not discussed today, Mary couldn't bring it back to the Board meeting or to the committee meeting where Angie was there. If it was something new. Everything Debby discussed today it's already part of the meeting record. It's been discussed. Everything that we've discussed today. If there was something Bob wants to say like, "We're going to close the pool at 4:00 PM." and he sends that to Mary. Mary can't be like, "Well, Bob wants to close the pool at 4:00 PM."

Mr. Realmuto: Can we just note for the record that both Bob and Debby have shared documents with us at this notice meeting?

Ms. Burns: Anything else on the joint amenity policies? Great.

SIXTH ORDER OF BUSINESS

CLOSED Board Discussion Regarding Security Procedures

Ms. Burns: The next item is the closed Board discussion regarding security procedures. Do we want to go ahead and ask for the opportunity for public comments before we go into that, that way if there's anything, they don't have to wait around for that? Any public comments? Seeing none. Any public comments from the Zoom line, if you like to use Zoom's raise hand feature to be called on, call on that. Seeing none. We will now go on a break, it shouldn't be more than five minutes. If there is any action taken, it would be taken back here. Just to say that for the record in case anybody wants to stay around. Four to five-minute break. We're going to go ahead and move to the close Board discussion, which we will do in the cinema. We're going to take a quick reset.

SEVENTH ORDER OF BUSINESS

Supervisor Requests and General Public Comments

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

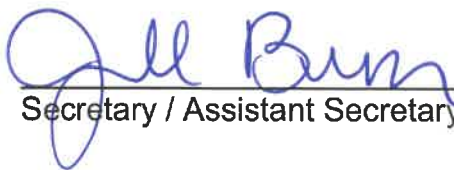
Adjournment

There not being any further business to discuss,

On MOTION by Mr. Costello, seconded by Ms. Landgrebe, with all in favor, the meeting was adjourned by the Lake Ashton I CDD Board.

On MOTION by Mr. Mecsecs seconded by Mr. Zelazny, with all in favor, the meeting was adjourned by the Lake Ashton II CDD Board.

Lake Ashton CDD


Secretary / Assistant Secretary


Chairman / Vice Chairman

Lake Ashton II CDD


Secretary / Assistant Secretary


Chairman / Vice Chairman