

**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, **September 19, 2022** 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
Steve Realmuto	Assistant Secretary
Lloyd Howison	Assistant Secretary
Debby Landgrebe	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Jan Carpenter	District Counsel
Christine Wells	Community Director
Alan Rayl <i>joined late</i>	District Engineer
Dana Bryant	Yellowstone
Bruce Collina	Restaurant Focus Group

The following is a summary of the discussions and actions taken at the September 19, 2022 meeting.

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: The first item is approval of the meeting agenda. Were there any additions or corrections?

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

THIRD ORDER OF BUSINESS

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

Mr. Plummer: Next is public comments. I have none.

Ms. Burns: The first one I have is Bruce Collina.

Bruce Collina (Resident, Lot 929): I am a member of the Restaurant Focus Group. We would like to address the drafts for the RFP. It is my understanding that the lease agreement be sent out with the RFP. I personally believe that this is not the direction to move in since any contract is subject to negotiation. With regards to the draft RFP it appears that staff has done a commendable job incorporating bullet point suggestions. The Board provided direction, and the attorney set the parameters of the group's input and the draft reflects both. Within the draft lease agreement, there are several items the Board should consider before finalizing this document as there is a conflict or error in what is stated in the draft RFP. For instance, there are 3 items I will cite. Article 1 of the draft lease, which is the general agreement provisions. Section 1.4, advertising communications. In order to be consistent with the marketing opportunities section of the draft RFP, my suggestion would be to also include trade publications to promote the restaurant. With respect to Article 6, Section 6.1, Quarterly Income Statements, should be eliminated based on the Board's previous discussions and position to have a hands-off approach to this new venture and treat it as a standalone business within the community. Also, in Article 6, Section 6.2, Point of Sale System and Reports, should be rewritten with the language found in the draft RFP. In short, the draft lease agreement is in need of additional work and should not be approved in its current stage or distributed with the draft RFP. Thank you.

Ms. Burns: Kristy McKibben?

Kristy McKibben (Resident): Bruce stole my thunder, that was exactly what I was going to say. I am Kristy McKibben and I have been on the Winter Haven side, but I am part of that Restaurant Focus Group. I read through the lease agreement briefly, 37 pages, this is something you send after you have gotten interest in a restaurant. People who are interested will look at this and say, "These people are a little bit micromanaging already." It will scare people off. That is what I fear. There will be restaurants that look at

that and say, “My gosh, these people are trying to run my business already? No thanks.” I would hope that we will hold off on the lease agreement, because it sends the wrong message. Let’s do the right thing here and gather the people that we care to review, and then talk to them about negotiating the lease. That is the appropriate time. Thank you.

Mr. Plummer: Thank you. Do we have any others?

Ms. Burns: Does anyone on the Zoom line have any public comments? If so, you can use Zoom’s raise hand feature to be called on now. Hearing none, I do have an email from Stan. It doesn’t say it is a public comment. It says, “The RFP is for a restaurant/sports bar, if we want a sports bar, we are going to need additional TVs inside and outside, who is expected to pay for those? I was also wondering where inside you would place additional TVs. They would have to be on the wall above the raised area.

Mr. Plummer: Moving along, public comments are done with.

FOURTH ORDER OF BUSINESS

Consideration of Minutes from the August 15, 2022 Board of Supervisors Meeting and August 29, 2022 Workshop Meeting

Mr. Plummer: Next item is consideration of the minutes from the July 18th, 2022 Board of Supervisors' meeting and August 29, 2022 workshop meeting. Are there any corrections as they were presented?

Ms. Carpenter: Yes, I had one. The second paragraph of page 12 says, “If you aren’t going to get to the point.” But it should be, “If you are going to get to the point.” So “aren’t” should be “are”.

Mr. Plummer: Anyone else?

On MOTION by Mr. Howison, seconded by Ms. Landgrebe, with all in favor, the Minutes of the August 15, 2022 Board of Supervisors Meeting and August 29, 2022 Workshop Meeting, were approved as amended.

FIFTH ORDER OF BUSINESS

Restaurant

A. Update Regarding Restaurant Services and Draft Restaurant Lease Agreement (Requested by Supervisor Landgrebe)

Mr. Plummer: Next item on the agenda is the restaurant and the update regarding restaurant inventory requested by Supervisor Landgrebe.

Mr. Realmuto: Before we move into that, Jill, did we need to approve the workshop minutes separately?

Ms. Burns: I had just that one motion to approve both.

Ms. Landgrebe: Well, as you are aware, we were under the initial impression that the restaurant would remove all the inventory. However, that did not happen. Staff here did do an inventory and Christine and I went in and spent a lot of time in there. It gives you a new perspective of being a Supervisor. However, once we were able to engage, I believe he's the COO, Greg Polk, we were able to explain to him what was happening or what had happened. He was well aware that we had had a marketplace, which is interesting, but he did send a very responsible person who came in and cleared out all of the alcohol, all of the remaining inventory. Greg has voided that final inventory list to my understanding, so yeah.

Mr. Realmuto: As you know, we received a separate invoice for the final inventory. Are they doing anything official to send us a new one or is there any written communication? Otherwise, I fear that's a liability on our books.

Ms. Landgrebe: We have a written communication from Greg indicating. Do we need something more formal from him? I don't know. Do we?

Mr. Realmuto: Yeah. Jan, as you know, we received an actual invoice for the final inventory. If they're telling what I'm understanding, Supervisor Landgrebe to say is that they no longer feel we owe that to them. Do we need anything?

Ms. Carpenter: If you could forward that email to Jill so then it can get to accounting, so they can confirm that that invoice based on the e-mail is voided.

Ms. Landgrebe: Okay. Christine can, she's probably doing that now. Also, we will receive a \$90 credit for three kegs being removed, even though there was inventory in them. One more keg to be picked up. Last week that is still what we were waiting for. Additionally, they're also going to pay up to \$2,500 for cleaning of the restaurant. Christine is working with them on that. I applaud Christine. She was above and beyond. Please let GMS know she did a great job. Her staff did a really good job in staying on top of things so thank you Christine and staff.

Mr. Realmuto: Deb, I know this is taking a lot of time, not just from Christine and staff, but yourself personally, the work you did actually in the kitchen. I'm glad to see that we got the inventory piece of that resolved. It sounds like that's a significant savings. That invoice was for over \$11,000 as I recall. I've also been working with Christine essentially on the final invoice for the month of June plus a couple of days and that is even more time.

Ms. Landgrebe: It's a lot of time.

Mr. Realmuto: It's not as physical, but it's been spent there and we're just still working on resolving some of those things. We'll recognize some savings there. I wouldn't expect anything as dramatic as the amount on the final inventory. But we're working to save the CDD every dollar we can. Again, thanks to the staff on that. I know it's been a very long and tedious process.

Ms. Landgrebe: I will say that getting the COO, Greg Polk involved, shed a lot of new light. He's probably a good contact. Christine has developed a relationship with him, so that's a good conduit.

Mr. Plummer: Thank you as well. Thanks to everyone that's involved in finalizing that and getting those dollars down to the least amount we can do.

B. Consideration of RFP for Restaurant Services and Draft Restaurant Lease Agreement

Mr. Plummer: The next thing is consideration of the RFP for the restaurant services. You should have received a draft copy of that in your packet. If nothing else, it should have given you something to read and go to sleep by. Any comments?

Mr. Realmuto: I guess my comment is I wanted to say that I agreed with Bruce and the other speaker. My impression was first that even if we correct the errors in the lease agreement that aren't consistent with the RFP, it still shouldn't go out with the RFP. It basically sends the wrong message. I'm at 100% agreement and it looked to me simply that we hadn't updated all the areas of the RFP from a previous use to be consistent with this. Again, they expressed it better than I can and I agree 100%.

Ms. Burns: I think staff's thought is generally when we do a formal RFP for landscaping, a form of agreement is included. I think the benefit of including it would be that the potential proposers or vendors know the insurance requirements that they're

expected to have, that's been an issue in the past and lets them know some of the parameters of what they may be agreeing to. Obviously, it's entirely up to staff if you don't want to provide it, but when we do a formal RFP for landscaping or anything else, a form of agreement is usually included.

Ms. Landgrebe: Well, couldn't we add that section to the RFP insurance?

Ms. Carpenter: We could pull out some basic terms, indemnity insurance, just some of the provisions if that would make folks happier.

Ms. Landgrebe: No.

Mr. Realmuto: The thing that we have to keep in mind is the RFP is as a tool. It's not something that's required. We're nowhere near the amount that would require an RFP. What we're trying to do is market our facility and have an operator come in here for the restaurant. I think that needs to be the first priority. Yes, we should disclose the significant terms. Perhaps we could do that in a bulleted list less formally than the actual lease agreement, and simply make them aware of what is included and what they need to provide and what any requirements might be. But in the form of a less formal, less legalese, bulleted list at the end. Then we should concentrate on the positive as well as the negative, not just what they have to provide, but all the things we're providing. I think in general it did a fairly good job of that already, but it should be in that same section. This is what we're providing. This is what we require you provide and that's where we would include that and the lease would go into greater detail of legalese.

Mr. Costello: On page 2, at the bottom, it says, operating parameters, limited conditions, utility system. The last sentence says, during the quarterly walk-through process, the restaurant operator will provide copies of services and maintenance documents. In addition, the restaurant operator is responsible for the following expenses. It lists propane, pest control. I was under the impression that we were going to take care of that and do it within the building to the operator. This year is something that we've had trouble with before because we've had people say, "Yeah, we had it done," and the reality of it is when we looked at it, it was never done. Most of these I think are fairly important things that we want to keep control of. We don't want to give up control of being assured that these services have been done.

Mr. Plummer: I think the discussion of the last meeting was to do an investigation of those items that are of our concern and make sure they're updated if you can each additional time. I think that in the discussion, it was talked about that we would include that in the rent payment and not necessarily for them to pay individually so that we made sure that the contractors were hired, paid, etc. I don't believe we voted on that. I think that was general discussion. When the RFP came out with a different explanation for that, I don't think that it was an error on anybody's part. It's just we never gave strict staff direction what to do in that regard.

Mr. Costello: Yeah. It also could have been that this was copied from a past RFP and it just wasn't eliminated. I do believe we are better off making sure that the jobs have been done that need to be done.

Ms. Landgrebe: This does look like a copy and paste of a previous RFP. Along that same category of the operating parameters, do we need to be this specific? I mean, we're talking about a quarterly walk-through. I'm not sure quarterly in the beginning is the right amount of time, but I'm just wondering if we shouldn't just make a statement like what's in the lease agreement that says to be held to the standards, not only the local jurisdiction but other premier golf resort communities or something to that effect. As opposed to saying quarterly walk-throughs, maybe we want monthly to start with, maybe we don't want them, maybe we really want to be hands-off. It's just a lot of detail and I know Lloyd has some things too.

Ms. Carpenter: Some of the things that jumped out at me in the RFP is in reading it, it feels a little bit like we're trying to push into a management agreement by setting the seven days a week, setting the hours, and saying we're going to do walk-throughs. A typical lease agreement is you turn over the facility to someone to run it and we don't do oversight, we might want to do oversight of the facility itself, but not of operations, and in doing the lease, we weren't sure how much oversight was going to be done, but in reading the RFP, it sounds very much like we're dictating hours, days, and saying this is how you do it and we're going to walk through. My suggestion might be that those are the preferred hours or that they'd have to come back to. Because most restaurants, at least private restaurants, aren't open 7 days a week and setting hours might be something that the restaurateur feels that they have a better feel on the community. The other question.

Ms. Landgrebe: Jan, did you not write this? I thought you wrote this.

Ms. Carpenter: No. The lease agreement needs updating. I was waiting to see what we came up with, and what changes were going to be made before we actually made it a final version. The other question was, is there a lease payment? Are we going to tell the RFP people what it is they are looking at? That that seems to be something that they would need to know.

Mr. Howison: So my comments, first of all, the quarterly walk-through. We've stated that we're just going to ensure minimum standards and I think we could clarify that. We really want to make sure that the facility is maintained properly. I agree on the bullet points other than I did think that we had stated that the restaurateur would pay for the propane directly, and then we would pick up the other four. Going back to the issue of lease amount and some of these other items, it seems to me that these are all things that would be negotiated once they submitted some sort of proposal or at least expressed interests. I'm going to go one step further and we're not that far in the RFP, but in this RFP, we've stated that all respondents are encouraged toward the clubhouse restaurant. My experience in RFPs has been that there's a bidders meeting. If we get eight or ten individuals that indicate their interests, we would conduct one single bidders meeting, and at that meeting they would walk through and they could ask their questions. There would still be a period after that time for them to submit written questions, the answers to which would go to all respondents. But it seems to me that we could address a number of these issues with a single bidders' meeting where they could ask those questions about lease and so on and so forth. The answers would often be that it is negotiable. Base lease is going to be based on cost of facility plus these four items, grease removal, and so on and so forth. Finally, and I've got a number of other comments, but I'll just leave it at this. I really struggled with the CDD is responsible for all capital expense repairs \$5,000 or higher per piece of equipment. I think that that limits us. For instance, if a prep table were to break, a leg on a prep table breaks, it's certainly not \$5,000, but it is our responsibility to have that replaced I would think, if it's not damaged through the negligence of the operator because it's something that we own. I think the same holds true, I'm not positive, but most ice machines, depending on the size, are going to be less than \$5,000. Well, we need that ice machine. Isn't it our responsibility to make that repair or replacement? I don't

know, but I struggle with some of the wording here because I think we need to be a little more flexible in the RFP. Then when it comes time to go through the lease agreement, once we've made a decision or narrowed it down to our top 3, we go through the lease agreement and ask for a best and final. It does stretch out the process but I struggle with some of these things.

Mr. Realmuto: I think I agree with your general sentiment, Lloyd, that the overriding thing that you said is that it should be negotiable, that we shouldn't try to fix things in the RFP. That's the message we want to convey that these things are negotiable. So there's a couple of specific things people have raised concerns about that we already deal with them. One was, we don't make any mention of a lease payment. Perhaps the RFP should ask the restaurant to propose a monthly lease payment and take it from there unless you want to specify an amount, but that would be one option. The other thing that people have talked about is that it's not actually a bulleted list, but that numbered list of items, it's of course, a Board decision, every item other than the first I think we could assume responsibility for if we wanted to ensure that it's being done to our satisfaction. But I think the propane gas for the kitchen equipment, since it's delivered separately, it can be a separate bill that goes directly to the restaurant here and take ourselves out of that loop or process. But the others are something we should talk about and decide what we want to do it. The RFP should be modified accordingly.

Mr. Howison: I don't want to send the wrong message. I really think we've got the bones of a good RFP here. I agree with the hours. I'd like to see it seven days a week, 11-8. But it may be that the restaurateur determines that, hey, nobody's coming on a Monday or nobody is coming on Tuesday. So if we're truly going to be hands-off, we've got to give the restaurateur the opportunity to manage their own business.

Mr. Plummer: I think that the general consensus of the Board has been in, and I've spoken as myself several times is, once we lease the restaurant and we've signed the contract, get out of the way, let the restaurant operate it and do not tell them what to do. It's their business. Let them do it. If they make a bunch of money, fine. If they don't make a bunch of money, that's their problem. But they should be able to set the parameters. It may be nice to know that they set the parameters, but like Lloyd says, if they find that Tuesday is a bad day and they want to change that, that's their business, not ours. We

don't have a nickel in there, they've paid their lease. We've got that money. It's up to them what they do. How do we move forward on the RFP?

Mr. Realmuto: We need to give clear direction to staff what we want changed and what we want it to say.

Mr. Plummer: I'm looking at Lloyd's paperwork there, it looks like he's got several marked areas that he sees some options that need to be moved.

Mr. Howison: Not all but I've hit most. I still have an issue with sports bar. I worry about spending \$10,000 to redecorate and then going in and making changes. But that's up to the restaurateur.

Ms. Wells: Lloyd and Steve kind of hit on it, I think the goal of the focus group with adding some of these things in and leaving some things out is that some things are up for negotiation. We tossed around the idea of desirable a lot, we went through the different words. I think that's something easy that can be added in. The purpose of the survey that went out was to get the feel of residents so that it can be added to the RFP. I guess it was kind of our thought and I don't want to speak for the group, that it would give the respondent a heads-up like this is what residents want here. But I think it easily could be added that seven days a week, 11-8 is desirable.

Ms. Landgrebe: That's what it says.

Ms. Wells: I don't think it does on this.

Ms. Landgrebe: It should.

Ms. Wells: The desirable must have fell off. We lost desire.

Mr. Howison: I think desirable is in here somewhere.

Ms. Wells: It's in there somewhere. I don't think it is right there.

Mr. Howison: It's not with the hours.

Ms. Wells: Yeah. It's not.

Mr. Plummer: I'm going to ask the silly question here. I guess it's not a silly question, it's just a question. Lloyd has obviously had a significant amount of experience with RFPs, despite what he's explained to us here and contracts as well. Shall we have Lloyd work with staff to make sure that those changes get incorporated? Your ideas are great, but I just don't think that the ones of us that don't have that experience, it would be better to have somebody who does.

Mr. Howison: My RFP experience has been for networks and generators and RFPs. I'm happy to work with the group if that makes sense.

Mr. Plummer: I don't know that it's going to be with the group as much as it is staff. It's going to be working with staff.

Mr. Howison: Can Bruce say a few words?

Mr. Plummer: Yes, he can.

Ms. Landgrebe: Christine, as you're revising this under smoking, could you include things look something like vaping or artificial as well? Thank you.

Bruce Collina (Resident, Lot 929): Thank you for allowing me to speak. With respect to that listing of items in the RFP, excluding the propane. I don't wish to be confrontational, but I had a conversation with three different Board members, and two of them were of the same opinion that the Board had not decided definitively as to whether these items should be included or not included in a lease agreement in terms of the rental cost to the restaurant tour to the lease. I was somewhat dismayed by the conversation around that in light of the fact that I don't believe the Board made a decision with regards to those. We did our best and I have to say I wasn't even part of that group that developed the draft. I just have a big mouth and constantly give input to Christine. Some of these other people might be able to speak to it more cogently than I, but again, those items were never clearly defined for us, so that's where the ambiguity comes in. The other issue, I think there was an illustration of the \$5,000 and I can't find it and I don't have my glasses to see.

Mr. Howison: Page 30 in the middle.

Bruce Collina (Resident, Lot 929): Just as an illustration, I believe if my memory serves me correctly, correct me if I'm wrong, the CDD would be responsible for things above \$5,000 and I don't believe a leg on the table would need that. There seems to be some confusion.

Mr. Howison: My point, Bruce was, in that case, if the restaurateur then had to replace that table, then at the end of the agreement, they would own that table. My question is, should we replace that table and then retain ownership or not? I'm not sure. But I just thought that the 5,000 I understand accounting and I understand a \$5,000 limit is a typical limit for capital expenditure.

Mr. Plummer: First of all, when you read the last sentence, it has to do with repairs and not replacement. If we are having the restaurateur do the repairs then they really didn't buy a new table, they just fixed the one that was there. When you think about that, when you look at that, that's a repair up to \$5,000 is the same with an ice machine if they're just fixing the one that is there then they are not replacing it so at the end of the contract or whatever, they don't own it because they didn't buy a new one. Am I reading that correct?

Mr. Howison: Yes.

Bruce Collina (Resident, Lot 929): My last comment would be and then, through your grace, perhaps you would allow some of the other members of the focus group to speak as well. Certainly within the RFP, yes, we did say seven days a week in a time frame, but as I said in my opening statement to you, certainly, the lease agreement is negotiable. That's a starting point, I believe and certainly, the Board could negotiate something other than that and I believe in the existing poorly written lease agreement it permits with your approval to make changes to ours. That would be my final comment.

Mr. Plummer: I'm still the belief that once you lease it, we don't have a say what they do with it. Let them do what they want. If they want to be open one day a week, so be it. It's their business.

Bruce Collina (Resident, Lot 929): Sounds good to me.

Ms. Burns: Regarding what Lloyd discussed about the pre-bid meeting. We have pretty standard language for either a required pre-bid meeting or optional pre-bid meeting that we can provide. It's pretty standard in landscape RFPs, so we can provide that language. I think the only direction we would want from the Board is to know if you would want that meeting required or optional. Just a little bit of input. But if you want to be able to consider somebody who may not make that meeting, it should be an optional pre-bid meeting. Most people are going to attend. It would give you the flexibility to still consider somebody. If you put in the RFP that it requires then you can be open to protests or things like that. If you want to set it up as an optional pre-bid meeting for anybody interested and set a certain time where everybody meets with Christine, we have language that you can include.

Mr. Howison: It's something we'll need to discuss. Because I know Christine would prefer individual walk-throughs, so we'll, hash that out.

Ms. Landgrebe: Isn't that what we were supposed to do today so we can move forward?

Mr. Howison: It's the pleasure of the Board.

Mr. Plummer: I think that we want to go through this and make our best due diligence and be able to get this somewhere close to a finalization today. There may be some points that we may want to allow and if Lloyd you want to work with the RFP, allow him to make changes with our blessing in doing so. I think that we don't want to leave this meeting and not have something finished in this regard and push this down the road.

Mr. Realmuto: I just wanted to be sure that we leave this meeting with the Board having provided staff clear direction. If that's delegated to Lloyd, that's fine, but we need to be clear because in the past I don't think staff has been quite clear on what the Board direction is.

Mr. Plummer: It's obvious there was one area we didn't give good direction the last time, and I think that we need to rectify that. Please introduce yourself.

Brenda Jackson (Resident, 4167 Muirfield Loop): My name is Brenda Jackson at 4167, Muirfield Loop. I will give you a little background on myself. I ran my own consulting company for 30-plus years, primarily in the food and beverage industry. I've gone into Fortune 500 and 100 companies considering of healthcare, using their cafeteria, country clubs, bring them from the brink of disaster and make them profitable again. I've done many RFPs in the service industry. I've done many contracts in the service industry. To speak to the RFP first. We did put things in there that we did not have clear direction and we made recommendations back to Christina that we didn't feel we had that clear direction. That was, who's responsible for the probing. She brought up to us in our meetings that there were some issues of, was the work really being done? How do you ask somebody to provide you that proof? They want to blow you off and say "I did it. Don't worry about it." When's the appropriate time to ask for that proof? She had said at that time she thought that was the direction of the directors, is that you would take ownership of that. Then the best thing to do with that and to offset your cost is to build that into the lease. The lease amount should be agreed to again. We had also talked about going seasonal, at least for those months where we're lower population due to snow birds.

There are still some things that are ambiguous within that because we didn't feel we had the right direction. My experience is pre-bid meetings don't go as you expect. I think you get a better bang for your buck doing an individual, you get more of that one-on-one with that individual and you can ask questions, they can ask questions and it's a lot more of a friendly atmosphere. They'll ask things that you won't get in a pre-bid meeting, I've done several of them and they never went off as well as our individual one-on-one meetings. To speak to there's a number of things in the lease agreement that are in conflict we had talked about and the recommendations that catering should be optional and then only if it does not impact the service or the food of the restaurant. Throughout the lease agreement, there was several times where it mentioned that it was not exclusive, and then the word exclusive showed back up, that they would be responsible for catering. I wanted to point that out. I just think overall, the RFP speak to Supervisor Realmuto's comment is that it's a marketing tool. We want to draw attention to us. We want to get viable candidates in here. Then once we feel they are a viable candidate for us, then we start negotiations of talking about the lease and what's going to be incorporated in that lease. Mr. Howison was ambivalent about the TVs. Well, maybe that's something you negotiate for that sports bar. They bring in the TVs. They hang them from the ceiling so they're not permanently mounted. But that's at their cost. There are so many things that are open-ended that to push out this lease now almost sends the message of, "this is the way we think, this is the way we want it to be," and you're going to scare off candidates who just don't feel like you're open to suggestions. When I read that lease, it is exactly how I felt. I would have backed off because I would have felt you are clear in your direction that this is what you want and you're not going to be open to anything I want to suggest to do. As far as the minimum hours and some of the other things in the RFP, we really wanted to incorporate our key stakeholder's comments. That's what we got from the survey. Our key stakeholders, which are our residents, wanted Monday through Saturday. They asked for those type of hours, they asked for those types of price points. And we wanted to show the residents, we've heard, we're listening, and we want to incorporate those terms. You want to take it out, that ultimately is your decision to do. But the RFP really took to heart that survey and made sure the residents knew we were their focus

group and we were speaking for them and making those presentations back to you at the Board.

Mr. Howison: I have a question. What are your thoughts on adding to the RFP some of the requirements for insurance indemnification and that kind of thing? Is it appropriate to put it in the RFP or is that later?

Brenda Jackson (Resident, 4167 Muirfield Loop): It's actually later. What you're going to find is once you send out that RFP and you get your buy up candidates, and we're asking for that question and answer, that Q&A is going to come back. A lot of them will go to present that and will ask all those questions. "Well, what would be my insurance requirements," before they're even willing to come to even make a bid. So at that point, you don't want to scare off potential candidates. The ones who are truly serious, that's how you're going to gauge that seriousness, are going to come back to you with questions such as, what's my insurance responsibility? What are my utility responsibilities? Because then they're going to go back and they're going to run their numbers and they're going to see what they need as a rent, what they need to do in sales, in order to come up with a bottom line that they're going to be profitable.

Mr. Realmuto: Any other questions? Thank you, Brenda. That's very valuable advice.

Ms. Carpenter: One point she raised is a good one. It wasn't clear to me on the exclusive versus nonexclusive catering. I think that should be clarified. Because I think that is a big point that someone would need.

Mr. Plummer: That's in the contract and not the RFP. Do we want to finish work on the RFP?

Ms. Carpenter: This is the RFP. It says that the operant would have an opportunity to submit a catering proposal for events. It's not clear if they will have all events or it's non-exclusive. Do we not know or care at this point? On the bottom of page 3 talks about catering and it just wasn't clear to me whether we want to make it clear that it's non-exclusive?

Mr. Plummer: In prior conversations I thought that we felt that it would be okay for the restaurant to be one of the approved vendors that they could use if they wanted to.

The restaurant obviously would have the first right refusal if they did not want to do that, but it would not limit a renter or someone from going outside and bringing in different.

Ms. Landgrebe: We didn't vote on any of that.

Mr. Realmuto: Hold on, the devil is in the details on some of this because I was with you, Bob, until you said obviously the restaurant would have the right of first refusal. I think residents have indicated fairly clearly, and even some of the people we have coming in here to rent the ballroom, a desire to be able to select the caterer. What I've heard from residents, and again, from people using the ballroom through staff, is that it should not be an exclusive catering arrangement. I guess that's another item that could be subject to negotiation, but we shouldn't assume anything.

Mr. Plummer: You missed my point. My point was their right of refusal was not to be the caterer, not refusing someone else coming in. Just themselves. They take themselves. If they came in and the event was 500 people in here and they thought that was too big, they can pull their name out of the hat and not be in the proposal. That's what I meant. Not a refusal of somebody else coming, just themselves or whether they wanted to be included in that list for X amount of people at large events.

Mr. Realmuto: But I think our attorney's advice is that the RFP itself is not really clear on that too. She's asking if we want to make that clearer.

Ms. Burns: Maybe something along of the lines of they have the option to submit a proposal but do not have exclusive catering rights. Something along those lines.

Mr. Realmuto: I see Lloyd taking good notes on this.

Mr. Plummer: Other comments?

Mr. Realmuto: So in the interest of giving clear direction, are we all on the same page about that? At least one thing they're responsible for is propane gas for the restaurant, and the others we need to talk about and decide.

Mr. Plummer: I think the general consensus from the last meeting was that propane would be the responsibility of who was leasing, and the items such as, let me go back to that.

Mr. Costello: I don't think we've definitively decided which way we were going to go with that. I think that it was brought up, but it was also said that we have had problems

in the past with people who have told us yes, yes, yes, we've done it, and in reality, in the end, we ended up having to pay for it. Am I right or wrong?

Ms. Landgrebe: Yeah, that's correct.

Mr. Realmuto: The time for us to decide is now.

Ms. Landgrebe: Why would we be responsible for a recycling program? That's number 4 on those first five.

Mr. Plummer: Do you want to separate recycling programs?

Ms. Landgrebe: I'm not going through the garbage to make sure they are recycling, so why would the renter be?

Ms. Carpenter: How about you just have the restaurant operator is responsible for propane and then may be responsible for the following, and then list the others and that can be part of the negotiation with the lease if they want to. For the grease collection would be a pretty standard thing that a tenant would be responsible for.

Ms. Landgrebe: Yeah, but look at the mess we have out there from the previous tenants.

Mr. Realmuto: The impression I got from the Board and the sense I was getting was that one of the highest-level requirements is we want to stay out of the restaurateur's business. You can't ask them to do these things and inspect them and stay out of his business. We also have very strong feelings about the standards to which we want some of these things done. I think what I've heard other Board members saying is that we want to be responsible for the pest control program and the lease collection and removal, and perhaps all the others, so that we can be sure they're done as we want and we don't have to get involved in his business to inspect it on any kind of regular basis.

Ms. Landgrebe: Like us be responsible, but put it back in the lease fee.

Mr. Howison: Christina has gotten the numbers, and in her report, she includes those. I did a little bit of ciphering, so for pest control, fire extinguisher inspections, fire suppression inspections, wood cleaning, grease collection, it comes out to about \$370 per month our cost which would be added to the lease. In this case, if we were looking at a \$1,000 base lease, we'd be at \$1,370. If we went to a seasonal, that would be \$370 on top of whatever seasonal lease we thought was appropriate. That does not necessarily

address the recycling program, and that might be a little tougher to deal with, so maybe we've got to pull out those costs and roll them in here as well.

Mr. Costello: State of Florida, do we have mandatory recycling?

Ms. Wells: I don't believe we do, but I'm not positive. I do know though that the clubhouse, we ourselves, as well as resident groups, we use the recycling as well as the waste trash, so I don't know how you would determine who pays for what. I can give you the price that we pay for the whole contract, but it's a common use type of situation.

Mr. Plummer: I think if we're already providing a recycling bin, what the heck do we have to put it in here for, just use it and go forward.

Mr. Howison: Yeah.

Mr. Plummer: Just advise them that there is a recycling bin for them to use and where it is and go on.

Mr. Realmuto: If we're actually responsible, then what you're saying is we're responsible for all refuse pickup, it's not just recycling. That's the way it's been, I don't see any reason to change it, it's common. Well, the restaurant does actually, of course, because we have more frequent pickups, but I think in order to have it done on the schedule, we should pay for it. It should be noted that we are responsible for that as well. We can turn this from a negative in the RFP to a positive, and point out that all of these things are the responsibility of the CDD and included in the lease payment and anything that we do expect the lease payment to cover these expenses.

Ms. Landgrebe: Well, how much is that extra day of pick-up or however many extra days pickup would be required for that?

Ms. Wells: It doubles it, and I can tell you, I know we are not necessarily in the business of doing what we've always done, but we have always taken care of waste and recycling. Basically just from reevaluating our contract recently, it basically just doubles the amount, so \$125 to \$250.

Mr. Realmuto: When she says double twice a week is double price, as you might expect.

Mr. Howison: You said that's a weekly or monthly charge?

Ms. Wells: For wastes, we went from two times. We normally have two days a week when we have the restaurant here, we went down to one day a week.

Mr. Howison: I'm talking about costs that \$125 to \$250.

Ms. Wells: That was just round numbers throughout the year.

Mr. Howison: Is that per week or a month?

Ms. Wells: Per month.

Mr. Howison: Okay.

Mr. Realmuto: Christine, the report on the cost savings there because they've bounced around a lot in the last month or two, so it's not quite clear what they are. We're still trying to resolve that where they'll wind up. We've been billed as much as \$800 in one month for recycling, for example.

Mr. Plummer: One additionally, if we include these items, is the pest control then we can use the same company for both, and we don't have companies pointing fingers at each other about where the pests are coming from.

Mr. Costello: That's one of the things I think you brought up last month was the fact that we already had pest control in the building and this whole year it's all uniform.

Ms. Wells: Does the Board want to just give staff direction on what they want the lessee to be responsible for, and then everything else is the responsibility of the CDD? Just so I have clear direction moving forward. I hear pretty much everyone's saying the same thing, but I just want to make sure.

Mr. Plummer: Her suggestion is the easiest way to do that.

Mr. Howison: Yeah, and I think all we want them to be responsible for is propane and then we'll pick up the rest and include it in the lease.

Ms. Landgrebe: Well, hold on, I have another question. Number 5, are we going to require them to have a preventative maintenance program on equipment, or are we going to do that. What does that cost, that kind of a contract?

Mr. Howison: I think the understanding was that they would provide that and that is addressed.

Ms. Landgrebe: Well, it's number 5.

Mr. Howison: You're right, good point. But if you go to page 2 on the restaurant equipment, there are a couple of statements in there and I'm not going to get crazy with them, but they indicate that it's their responsibility. Well, and even above that can be the first paragraph.

Mr. Plummer: I believe what I'm hearing is on the beginning page there at the five bullet points, we're going to take care of the two, three, and four in the lease agreement, and one and five will be the responsibility of the lessee.

Mr. Howison: Then we would add to that reuse and recycling pick-up and then fire extinguisher and fire suppression inspections.

Mr. Realmuto: To the list of things that we provide?

Mr. Plummer: Yes, the things that we provide.

Mr. Costello: Okay.

Ms. Landgrebe: So I make a motion that we do that.

Ms. Wells: Do we want to add in any insurance costs as well?

Mr. Plummer: Insurance cost is included in the contract.

Ms. Wells: Okay, so you don't want to add that they'll be responsible for pest control, maintenance, and insurance?

Mr. Realmuto: Wouldn't the vendor need their own insurance?

Ms. Wells: Yeah, that's what I'm saying, as far as they're responsible for their insurance costs.

Mr. Howison: I guess we can put that in there, that they're responsible for their own insurance, for applicable. It's just something we're going to address as we move forward anyway.

Mr. Plummer: What you get to the contract is pretty explicit about what insurance is required.

Mr. Howison: Any experienced restaurateur is going to know they need insurance so they're going to go into this open-eyed.

Mr. Plummer: I have a motion right here.

Ms. Landgrebe: Could we just give staff direction?

Ms. Burns: I think we could probably get a motion to authorize Lloyd to work with the staff to put together the final RFP and distribute it. Is that what we're looking to do here?

Ms. Landgrebe: Sure, that's the motion that we appoint Lloyd to work with Christine and maybe another person.

On MOTION by Ms. Landgrebe, seconded by Mr. Howison, with all in favor, the RFP for Restaurant Services and Draft Restaurant Lease Agreement, for Lloyd to Work with Staff to Implement Changes to the RFP, was approved.

Mr. Realmuto: Before we move on, Bob, just one question I guess, for the Board, number five says professional contracts are required, and that tends to exclude perhaps smaller, more efficient operators that might actually be able to meet all of these desirable items at the price point that's desired. Do we really want to require professional contracts or do we simply want to make the maintenance of those things their responsibility?

Mr. Costello: That's one of the things that we ran into with one person who told us they were doing their own pest control. Yes, I think that professional services are required at certain areas.

Ms. Landgrebe: Let's see, when I think professional, I'm thinking we're talking someone who is experienced or trained in that field or certified in that field versus someone who just comes in.

Mr. Costello: We've had a lot of this here with pest control, I would imagine that maybe they are licensed in the state of Florida due to the fact that this is where the word professional comes in. Any professional is going to be licensed. Can I finish? Due to the fact that you're dealing with different types of chemicals and everything in food. Quite honestly, it should be somebody who is a professional.

Mr. Realmuto: Mike, I apologize for interrupting you. I just wanted to mention though, that pest control is one of the things we've already agreed we're going to be responsible for. That may have just been an example, but we're not talking about pest control here. We're talking about the cleaning, I believe.

Mr. Howison: This talks about preventive maintenance on all kitchen and bar equipment. We can wordsmith that, I think in a way that would satisfy everybody.

Mr. Plummer: Okay. Anything else?

Ms. Wells: There were two other items that I just would like direction on because there's been some back-and-forth. One is the capital expense repairs at \$5,000 or higher. Does the Board have a strong feeling on keeping it that way or taking care of all repairs and purchases?

Mr. Howison: I think the Board has decided to leave it as is, correct?

Mr. Plummer: I think the wording takes care of the question we had originally. It's maintenance items and not replacing items. If it's maintenance items, they're going to repair what's normal wear and tear that they have done to the item and using it, repairing it. If it needs replaced, then it comes back to us and we go in that regard.

Ms. Landgrebe: Chris, we're going to make sure everything's in decent working order pre. What's your concerns?

Ms. Wells: No, I don't have a concern. I just want to make sure that we have the direction of the Board.

Mr. Realmuto: My only concern is that it might scare them off realizing that there may be up to \$5,000 dollars in maintenance expenses, or in repairs. I'm sorry.

Mr. Costello: If they had been around the business, don't you think that they've realized that, and they're going to look at the equipment, they're going to know whether it's serviceable or conditioned and everything. I would think they're going to know whether or not they're going to have constant trouble with whatever equipment they're using.

Mr. Plummer: Is that same language in the contract because you're only talking to your RFP here. It's not a legal binding document. Is it in the contract as well?

Mr. Howison: I went through the contract.

Ms. Carpenter: We will update the lease agreement to go with whatever the final RFP says.

Mr. Plummer: I didn't think that they agreed in that regard.

Ms. Wells: Is it an item we could potentially tip-off?

Mr. Howison: It is in the lease agreement under Article 12.

Mr. Plummer: With that amount?

Mr. Howison: Yes.

Ms. Landgrebe: So we're good with the RFP now?

Mr. Plummer: Right. Lloyd will take care of that as well.

Ms. Landgrebe: When do we hope to have this ready to go out?

Mr. Plummer: Let's talk about that. Christine and Lloyd, let's talk about that. How soon can we have that ready?

Mr. Howison: Do we think we can do it in a week?

Ms. Wells: Yes.

Mr. Howison: If we can get it done this week and out to the Board members on Friday just for a review and a quick comment back to Jill and Christine, is that possible or would you rather go to Monday?

Ms. Wells: I'm fine.

Mr. Howison: Then if you have any major concerns, you'll get them to Jill and Christine and they'll address them as appropriate or involve me as needed.

Mr. Plummer: Do we want to do that because that's just going to continue to bounce this thing down the road, or do we want to let Lloyd and Christine work it out with Jill and get in the proper documents and not mess around getting it to us and then somebody have a question about whether it should be if and or us.

Mr. Realmuto: I think the three of those is fine. Although I think I saw Brenda with her hand up. Any resident is welcomed to talk to the supervisor on this about it. If you have anything to convey, I think we've got a lot of valuable experience and advice. I don't want to speak for you, Lloyd, but I'm sure you would welcome anything they had to say to you. The only thing I'm not clear on is are we including the lease agreement with this RFP or not? I thought the clear direction was not to include it.

Ms. Landgrebe: We are not.

Mr. Plummer: We are not.

Ms. Landgrebe: We are not including a rent amount, is that correct?

Mr. Plummer: That's correct.

Ms. Landgrebe: So it's negotiable at this point for the RFP.

Ms. Burns: It doesn't sound like we're requesting them to provide that amount either at this point.

Mr. Howison: I would agree. At the pleasure of the group, we may put a statement in there just that the lease will consist of a base lease plus cost of some of the things we're picking up or something like that but it's negotiated to be negotiated.

Mr. Realmuto: But I do think they should be a reference to a lease amount, as you suggested.

Ms. Landgrebe: No amount but some type of rent. Is that clear? Any other questions to clarify?

Mr. Howison: I'm going to look for a head nods from the group. Are we good?

Mr. Plummer: Head nods, yes. It's a technical term.

Ms. Landgrebe: Anything else?

Ms. Wells: There's a portion under my portion of the restaurant update that at the last meeting, we discuss possibly publishing the RFP or the request for proposal in trade journals and I have done some research based on the list that was provided by some members of the restaurant focus group. I'm still waiting to hear back from some. Not everyone publishes their rates online anymore. I don't know if the Board still wants to go that direction of publishing the RFP and trade journals. Chambers of commerce do charge for advertising. There are certain benefits you can get as a member, but as far as advertising, you have to pay to do an advertisement there. I'm not sure if the Board still wants to do that. If they want to establish a not to exceed amount, to reach out to some of the local publications to put in an advertisement that we're looking for someone to submit, or anyone interested can reach out to us to receive an RFP.

Mr. Plummer: Where are we at in the timeline to advertise those publications? Are they monthly publications, are they weeklies? If so, what's their deadlines, and how far does that push us down, and where do we want to go in that regard?

Ms. Wells: We haven't figured the dates out, but there are some that I believe are more local that we could get in time. Some of the national ones, we're not going to be able to meet the deadline. It doesn't make any sense. We are past the deadline to even be in the December issue. There's a lot of moving parts to advertising. You can do a classified website ad, you can have them do a social media post for you on their social media platforms. I'm sure that we can find some that we can. They'll be in a time frame that we want but it definitely won't be all of these.

Ms. Landgrebe: I think some social media trade sites would be very handy.

Mr. Realmuto: I believe the restaurant groups recommendation was to advertise locally. I do feel local advertising and business chambers of commerce, that kind of thing would be much more useful to us than national advertising. We get a response from a national ad, it's likely because they think LA means Los Angeles, not Lake Ashton. We need to focus on that. A question came up about time frames. We do want to be sure we get the widest exposure, so we get the best operator here that we can. I think that's a

trade-off we need to make. We asked you to come back I think with both the price and deadline information. Maybe the Board could set a date, but we shouldn't push it too much and not advertise at all.

Mr. Costello: How many people have requested information on this so far? I know that we have few.

Ms. Wells: We haven't sent anything out.

Mr. Costello: I realized that, but people are still spoken with her.

Ms. Wells: A few.

Ms. Landgrebe: I know don't have an idea of how much money, and yes, I'm sorry to interrupted you.

Mr. Costello: It's all right.

Ms. Landgrebe: Do any of the group have an idea of how much of an expenditure for publicizing we might be talking about, Jillian?

Ms. Burns: The paper we used to advertise meetings for, obviously it's by the word so it can vary based on the length of what you're publishing. I don't think anyone intends to publish the whole RFP package. It will do an ad stating that you can pick it up, is generally under \$200 to go in the ledger.

Ms. Landgrebe: That's for a week or a day?

Ms. Burns: For a one time run. For a meeting notice which is generally a couple of paragraphs, it's about up between \$195 - \$200.

Ms. Landgrebe: Would trade journals be similar or more?

Brenda Jackson (Resident, 4167 Muirfield Loop): Classifieds are always much cheaper in this way. You only need a three-line ad classified to offer an RFP.

Ms. Wells: I received an e-mail this morning from Orlando Business Journal. It's very ambiguous. They recommended it be-in-the-marketplace section or legal notices section. Legal notices are usually a column and depending on the size, they will be \$80, \$95, \$150, or higher. We can also place a box ad under the legal notices section under the requests for proposals heading. That will be billed at \$37.50 per column inch, so business card size ad would be about \$150.

Ms. Landgrebe: So what do we need?

Ms. Carpenter: Yeah, just set a budget. Then hopefully you can get the Central Florida hotel or motel association and a couple others.

Ms. Landgrebe: I'll propose \$3,000 for a marketing budget.

Mr. Realmuto: Christine, you've gotten some information both in terms of cost and the number of publications. What would your estimate be of an appropriate not to exceed amount?

Ms. Wells: That is tough right now. To be honest with you, I think \$3,000 is a lot in my opinion.

Ms. Landgrebe: But not to exceed.

Ms. Wells: Yeah, it would definitely be a not to exceed. What do you guys think?

Brenda Jackson (Resident, 4167 Muirfield Loop): That's too much.

Ms. Wells: Yeah. I think that's too much as well.

Ms. Burns: That'd be probably 15 different publications.

Mr. Costello: We have a little bit of experience in restaurant RFPs unfortunately. In the past where have most of our RFPs come from? I realize you can't say right off the top of your head, but are we getting responses from stuff that's being published in the papers?

Ms. Wells: I believe we did publish the RFP in the ledger at one point but majority of what we get is us just sending it out to different chambers, sending it off to the Florida Restaurant Lodging Association. A lot of word of mouth.

Ms. Landgrebe: I initially thought \$2,000, but I figured you guys would say no to \$3,000 and we could go down.

Mr. Costello: You always go for the higher amount?

Mr. Realmuto: File that away for future reference.

Ms. Landgrebe: I'll amend it to what, \$2,000?

Mr. Plummer: Not to exceed.

Ms. Landgrebe: If you come back and say you need more money.

Mr. Plummer: She won't need any more money. You're making that motion, for advertisement for the RFP, Debby is making a motion to set a do not exceed of \$2,000.

Mr. Costello: I have a question prior to the motion. I know you have a list of how many people are going to get the RFP. Do you know how many people you have on your list?

Ms. Wells: The list is started with just the people that have requested it and there are four people on there, but I always send it out to the different chambers, different food vendors, FRLA, Central Florida Lodging Association, and the same people we send each time. It'll be a fairly extensive list. I do feel we need to advertise somewhat out there, I don't think it'll be anywhere near \$2,000.

Mr. Realmuto: So before we vote on the motion, I think what we're trying to do is something different than we've done in the past. The question has been raised, what have we done in the past and we have seen the results we've gotten in the past. So my question for staff is, do you have ideas about publications you're going to advertise in that we didn't before or other mechanisms that we haven't utilized in the past? I think that's why you see a desire to have a relatively high, not to exceed amount so that we get different results.

Ms. Wells: My plan was going to some of the local trade journals. I think the Orlando Business Journal, the Tampa Business Journal are going to be good publications. Restaurant news as well was a very good one. All of these are good, some of them we're not going to meet the deadlines and some of them like modern restaurant management, their rates were very high. You can get into tens of thousands of dollars with advertising with some of these. That would be my general plan is to get to the publications that are reaching the more local audiences.

Mr. Realmuto: Although we're authorizing an amount, part of this is what the deadline is going to be. Does the Board want to give some direction around that?

Mr. Plummer: Obviously, you have a thought process if you're asking the question.

Mr. Realmuto: Well, my thought process is I don't want to exclude potentially good advertising venues because the deadline might be I don't know. The next one coming up is not until October. Let's say I think it's important to do everything we can to get this right basically, rather than rush it.

Mr. Plummer: Obviously, we have a little bit of time because we're still working on the document, so it's not prepared yet anyway. If we get that done in a week, if she can start getting the advertisement out.

Ms. Landgrebe: There's no reason not to send out the advertisement now. We're not sending the RFP, it's just hey if you're interested contact us. Why not let it go out quickly and include whatever digital. Some of the group may know of digital opportunities. I've seen some comments or requests.

Mr. Plummer: Having said that and opened that door, do we want to set a date on the closing day for RFPs to be returned?

Ms. Burns: Well, do we want to let Lloyd and Christine? Because they'll know what the deadlines are when all they're going to run. I think they're probably the best ones to look at it overall and say, "this is when all the ads are going to run. This is when we think the pickup date is and this is a sufficient time."

Mr. Plummer: I'm okay with that. I just don't want to push this to the October meeting then to start saying that and then we set a date. I want that date set at this meeting or by the two of them.

Mr. Howison: I think the date will be set in the RFP, but I don't know that we can set a date here.

Mr. Realmuto: We're talking about a date for the return of the RFP?

Mr. Plummer: A deadline.

Mr. Realmuto: Right, but you probably need to know when the ads are going to be published in order to set that, so that's why we're suggesting leaving that up to the two of you.

Mr. Plummer: I get the consensus of the Board is to allow Lloyd and Christine to decide what that deadline will be and we won't set that date here. That's the direction of the staff. Fair enough?

Ms. Burns: We always have the ability if we know what the date is for the submittal, and we need a little more time, we can always push that October meeting if we need to, Bob has the ability to maybe push it back a week if we need to do that as well.

Mr. Realmuto: I'm not sure where the October meeting figures into this.

Mr. Plummer: I just didn't want to wait until the October meeting to then set a date.

Ms. Landgrebe: I just have a question in regards to these notices, are there particular days that they publish, or is it just a rolling date like is it always every Thursday or how does that work?

Ms. Wells: All of these publications have different parameters. I will tell you I have a good bit of information. It would take a while to go through every publication because there's a wide variety of rates. So I think when Lloyd and I sit down, we'd be able to come up with the publications we think will reach the audience, and the different publication deadlines that are going to work with the time frame we're looking at starting to receive these back. Some of them you can get in immediately. Some of them there's a deadline that's a month from now, some are a week from now. Orlando Business Journal, their deadline was Friday, they said we can put it in on Monday if you guys want us to just let us know. Thank you.

Mr. Plummer: I think that takes care of the business on the RFP. I just want to make a suggestion.

Mr. Howison: We have an open motion now.

Ms. Burns: We had a motion from Debby and a second from Lloyd about the not to exceed \$2,000 we just need to vote.

On MOTION by Ms. Landgrebe, seconded by Mr. Howison, with all in favor, the Advertisement for the RFP with a Not-To-Exceed Amount of \$2,000, was approved.

Mr. Plummer: One other item included in this is the lease. What I would like to do is, since Lloyd is going to work on the RFP any way is let him and Jan get together on the lease to try to make it coincide.

Ms. Carpenter: We can update it once the RFP is final, and then depending on negotiations, there may be some open terms that we'll have to wait and see.

Mr. Plummer: But Lloyd is the contact for that.

Ms. Carpenter: Lucky Lloyd.

Ms. Landgrebe: Jan, I think we really are looking for your input, not just to say, well, this is what you want.

Ms. Carpenter: That's why we didn't change some things in there because there's some things that we feel are important.

Ms. Landgrebe: But you need to let us know that, we had no idea you didn't approve it like this. I thought this is all your handwriting and honestly, I was disappointed.

Mr. Plummer: I understand what you're saying, but I think that we understand that it was not. It was used in the past.

Ms. Landgrebe: I didn't when I was reading this.

Mr. Plummer: It will be updated before we get to the October meeting because we don't need to approve the contract yet because we're not at that point. Moving on.

SIXTH ORDER OF BUSINESS

New Business

A. Presentation of Fiscal Year 2023 Maintenance Contract Analysis

Mr. Plummer: Under new business. Presentation in fiscal year 2023, maintenance contract analysis spreadsheet.

Ms. Burns: Christine's coming up as well. There's a summary included as well as renewable agreements for each of those contracts included in your package. It is probably easiest to start with the summary that's included under the tab here.

Mr. Plummer: I'd like to save to the focus group that's leaving the room. You're more than welcome to stay and watch the wheels of this government move very slowly. But thank you for your work.

Mr. Realmuto: Thank you.

Ms. Wells: A lot of these prices should not be a surprise at all. We discussed it back when we were approving the budget, and I will just highlight a couple of increases that are here. The Applied Aquatics contracts they all increased 6% from last year to this year. I will say it's been several years. I went back four years and didn't see an increase. That's the first increase they have had in a while. You'll see the differences per month for three contracts. The first one is a monthly maintenance. It takes care of the ponds and lake shore, and some other areas. Applied Aquatics only have three. You'll see at the top of the extensions what areas each one covers. The quarterly maintenance and semi-annual maintenance are there as well. The Heartland Pools contract increase. Originally, we were told it was going to be a 5% increase and that changed towards the end of August, I received an email from the vendor saying that the proposed monthly amount

was going to increase to \$1,700 a month. It could be decreased to \$1,400 a month if we install a piece of equipment that will control the amount of chlorine that's entered into the pool. The main reason of the increase was the cost in chemicals has increased drastically over the past year. They did send us a quote for Heartland Commercial Pool Services to install that piece of equipment. It's a total of \$2,925. If we do install that piece of equipment, the monthly amount would be \$1,400 a month, which would be an increase from the \$1,312. I have \$1,313 down there. It was just a typo, it is \$1,312 a month currently. I don't know if the Board would like to move forward with approving that quote or staying at the \$1,700.

Mr. Realmuto: Do we want to take each of these in turn? I just want to point out on your summary page, which is the first one in our packet here of the contract analysis. The only one that's out of line and that we didn't have a previous notification prior to this meeting of the magnitude of increase is the one from Heartland Pools. That one has published without us buying any additional equipment, it represents over a 29% increase.

Ms. Burns: I'll just let you know for the record that we work with three other Polk County pool companies, and I would say that this increase is less than what we saw with others. We had some contracts that nearly doubled due to the price of chemicals. I would say it's not out of line with what we are seeing. The chemical prices have gone up and most of them didn't wait for renewals. They mid-year said, we cannot provide services for this price anymore. I think it's an industry-wide standard that we're seeing those chemical price increases in pool contracts, just for the Board's information.

Mr. Costello: Christine, you said that the piece of equipment they are looking to install is \$2,925?

Ms. Wells: Yes.

Mr. Costello: Within a better 10 months we would recover that money. We would be very foolish not to do that.

Ms. Landgrebe: That equipment, they'll maintain? There's a warranty?

Ms. Wells: There is. I also got another quote from Spies just to compare, and make sure they're in line. They were about \$1,000 more. That's a decent deal for today.

Ms. Landgrebe: That's only five days a week.

Ms. Wells: Yes, it's Monday through Friday.

Ms. Landgrebe: They will increase coverage time.

Mr. Realmuto: In terms of the investment, these are the kind of expenses or investments as I like to call them, I think our Y's, we make an investment and it reduces our future ongoing costs. Yes, I definitely think that's a no-brainer.

Ms. Landgrebe: I just want a side question. Will this equipment then go onto the reserve study to monitor for depreciation and expense?

Ms. Wells: It would. On the reserve study there's a line that says pool equipment. It's ambiguous and I know you and I are working on breaking things down so yes, this is a piece of equipment that would depreciate in value over time.

Ms. Landgrebe: I'll make a motion that we buy this piece of equipment to control chlorine at the cost not to exceed \$3,000.

Ms. Wells: Do you want to approve the extension as well?

Mr. Realmuto: I'd like to handle them separately because I have more discussion about that.

Mr. Plummer: We're just doing the equipment.

Ms. Landgrebe: Yes.

On MOTION by Ms. Landgrebe, seconded by Mr. Realmuto, with all in favor, the Purchase of a PH Controller for the Pool with a Not-To-Exceed Amount of \$3,000, was approved.

Mr. Howison: Can I interrupt a minute? I just want to make one point and that is by my calculation, the Applied Aquatics increase is 11.77%, not 6%. I do know that the first line item is 6%, but the second line item is closer to 22%, and the third line item is negligible. But just for the record.

Mr. Realmuto: I noticed that too. I think that's because we added something to the contract. That's the Pine Island basically.

Ms. Wells: The semiannual and monthly, it's exactly 6% from last year. Steve is right, the quarterly maintenance did increase more drastically from last year because between last year and this year, we added that additional Pine Island.

Mr. Howison: I'm good. But just for the record, I want to get that out there.

B. Consideration of Extension of Aquatic Maintenance Contracts with Applied Aquatics

- I. **East Conservation Area, Mitigations 1B & 7A, Wetlands 2-6 & 8, Pine Island & Utility Easement**
- II. **West Conservation Area from Clubhouse to Boat Ramp**
- III. **Lakefront, Twenty-One (21) Golf Course Ponds, E-1 Littoral Shelf, Two (2) Canals, and Thirteen (13) Stormwater Ponds**

C. Consideration of Extension of Pool Maintenance Agreement with Heartland Commercial Pool Services

D. Consideration of First Extension and Amendment to the Security Services Agreement with Securitas *(sent separately to Supervisors for their review for confidentiality)*

E. Consideration of First Extension and Amendment to the Landscape Maintenance Agreement with Yellowstone

Mr. Realmuto: Are we going to take these in order?

Ms. Wells: Do you want me to just go through the summary?

Mr. Plummer: Just finish the summary.

Ms. Wells: Securitas as well. You guys have that agreement under separate cover for the rates that they're charged. They're charged on an hourly rate and a consolidated bill wage. It's not necessarily a fixed amount. There's a fixed amount here just to tie in with the budget, but it's based on the actual hours that are used. Again, that was a 5% increase from last year.

Mr. Realmuto: Christine, before you move on. Just to point out. Look, if we vote on the contract, we're voting on the one that was just distributed this morning, not the contract that was distributed in the agenda packet. That sets it as a yearly amount and we want to set the rate not the yearly amount.

Ms. Wells: Then finally, the easiest one, Yellowstone, there was no increase from last year to this year.

Ms. Landgrebe: Thank you, Dana!

Mr. Plummer: Do we want to approve those all at once or do we want to do it separately?

Mr. Realmuto: I have one general comment that applies to all of them and it has to do with inserting a contract clause. I was a little dismayed to see a last-minute price increase, but we had checked with all of the vendors to see what price increases they

were requesting so that we can incorporate those into our budget, Heartland Pools had given us an amount of 5% and then came back and submitted an invoice dated August 31st with this drastically increased amount and I understand why that can happen. But the purpose of contracts is to lock in a price and have some predictability in terms of the budget. It's not helpful for us to get increases after we've approved our budget and set the budget amount. I guess if the Board agrees like Jan to include in the renewal agreement a requirement for any increases to be provided to the Board 90 days prior to the increase, which gets us prior to the August meeting so that we can incorporate them. That's as last minute as I think we can get and still have budgeted for it.

Ms. Carpenter: Well, we will add something in the extension to that effect.

Mr. Plummer: I don't know if that needs to be a motion. But I'd like to see that apply to all of the contracts.

Ms. Carpenter: I would just say that yes, all of the motions would be subject to adding the provision to the extent we can do it in the contract.

Mr. Realmuto: I'll move that.

Mr. Plummer: Is that a separate motion or are we going to just include that in the motion to approve those?

Ms. Burns: If the Board is comfortable with all of these and wants to renew them, we can take one motion to renew all the contracts in your package subject to that, unless you want to go through them individually.

Mr. Howison: But we don't need a motion for what Steve just raised, do we?

Ms. Carpenter: No, that would be part of the motion.

Ms. Burns: That would be part of the motion and approval.

Mr. Realmuto: I will amend my motion as you stated.

Ms. Landgrebe: Do you second it?

Mr. Plummer: We have a motion by Steve and a second by Lloyd to approve the maintenance contracts as listed in the analysis with the caveat of changing the wording to give us 60 days' notice to any raises in the future.

Mr. Realmuto: One clarification, it's not the one amount that's changing from what's listed here in the summary at least is the Heartland Contract since we purchased that piece of equipment. The actual amount should be what Christine?

Ms. Wells: Fourteen hundred a month.

Mr. Realmuto: As amended.

Mr. Plummer: The motion is to include all of those as amended, and also with the statement about providing a 60-day notice of increases.

Mr. Realmuto: I had said 90.

Mr. Plummer: Okay, 90.

On MOTION by Mr. Realmuto, seconded by Mr. Howison, with all in favor, All Contract Renewals Subject to Adding Language Requiring Pricing Increases be Submitted 90 Days Prior to Renewal Date, was approved, as amended.

F. Consideration of Renewal of Bingo Room Rental Agreement

Mr. Plummer: Bingo is the next one. I was reading down through all, but make sure we cover the rest of them. Consideration of renewal of the bingo room rental agreement discussion.

Mr. Realmuto: I'd like to provide some background information so we can make an informed decision here. The amount included here was the existing amount that was last set in 2014, that's when the amount of \$400 per week was set. It's been at least eight years since then. The previous amount before that was in 2012 and it went up \$75 from 2012-2014. I have the history here. I won't bore you with it all. I think I can probably stop there. We have a great partnership with the Bingo group. They do a lot servicing residents of Lake Ashton and others. But it has been a while since an increase. We've increased our assessments on the residents 15% and I think it was a total of 10% in a matter of two years, which adds up to 25%. I'm giving you my reasoning here for what I'm going to suggest as a new rental amount. The assessment on residents alone in the last two years has gone up 25%. I wanted to suggest a 25% increase. Increasing from \$400 to \$500. That's actually still a very significant discount. From the peak room rental rate at the peak season from November through April, we charge people coming in here \$1,750, and even off-season it's \$1,500.

Ms. Landgrebe: It's a week.

Mr. Realmuto: Each room rental per week, yes.

Ms. Landgrebe: Not a month. I think you said month.

Mr. Realmuto: If I said month, I misspoke. We're talking this is the daily rental rate and I'm setting the context so you understand when someone coming in from the outside.

Mr. Costello : I'm sorry. Can we allow Mr. DeWinkler to speak on this?

Mr. Plummer: Yes, we can.

Ms. Landgrebe: Hello, John.

John DeWinkler (Resident, 4632 Turnberry Lane): Good morning. I have to disagree with what you're saying because what's going to happen is Polk County has to pretty much agree with what we're paying for rent. If they think it's too high, you're going to chase us out here is what it boils down to. I obviously got to live up to what the Board wants to do, but I got to also live with what Polk County will allow me to do.

Mr. Costello: One of the things I've never been involved with is the financial end of Bingo. I've worked at Bingo. Financially do you find it to be a hardship to raise the rent?

John DeWinkler (Resident, 4632 Turnberry Lane): Well, what we collect in Bingo, we give back to the players.

Mr. Costello: I realize that.

John DeWinkler (Resident, 4632 Turnberry Lane): Granted, we take off the top for our expense. In this case, it'd be another \$100, which would be less for the players to participate in.

Ms. Landgrebe: Well, you had mentioned about Polk County. Would they cancel or would they just say that's too much. Go back and negotiate.

John DeWinkler (Resident, 4632 Turnberry Lane): They would say it's excessive because that is what they've done to several folks that I know that have Bingo in other areas. All I can do is submit it and see what they say.

Ms. Landgrebe: Then we'll deal with it when they come back.

John DeWinkler (Resident, 4632 Turnberry Lane): If they say it's excessive, then I will come back to you.

Mr. Howison: Do you know what other communities, do you know their Bingo rental?

Ms. Burns: This is my only one that has a Bingo rental room agreement.

Mr. Howison: John, how many people do you normally have?

John DeWinkler (Resident, 4632 Turnberry Lane): I'm sorry, I didn't hear you.

Mr. Howison: How many people do you normally have each week, roughly?

John DeWinkler (Resident, 4632 Turnberry Lane): Well, right now we're a lot lower than what we have been and what's causing that, I don't know, if it's because of the summer, COVID, the inflation that's going on. Typically we average, and I can only base it on past, between 180 and 200 people. This past summer it's been 110-140 so that's significantly lower.

Mr. Realmuto: It's always been higher at peak season though, right? January through mid-year.

Mr. Howison: I wonder if we could do a seasonal rate. In other words, I don't disagree that at least an increase could be justified, but we don't want to create a hardship and it's certainly a popular event. There's carts and cars everywhere so I wonder if there isn't a way that we could ease the pain.

Mr. Costello: I'm sorry. As far as I'm concerned it is an amenity, and yes, we have people from the outside who come here and the only thing there is kind of like the restaurant. We want to advertise for the restaurant outside of the gates in order to make it profitable for whoever is running it, but by the same token, if we don't want to do it for bingo, I can't see how. In each program that you have on computers, you have to have X amount of dollars in order to run those programs. If you don't have it, you're not going to be able to run it. Like I say, I consider it more or less an amenity because there are so many people from this community who, if we say that we're not going to have bingo, I'll give somebody's phone number out. They can call them because I can't answer the question.

Ms. Landgrebe: Michael. I'm going to jump Steve's thunder here.

Mr. Costello: Okay.

Ms. Landgrebe: Our amenities are for our residents. Our amenities are not for the outside.

Mr. Costello: Like I said, I have a reason that I bring people in. I believe that people from the outside should be able to come in in order to support this where it goes on and he's able to run it because you're limited. When you punch a program into that Board, you're limited as to how much money you have to have as a minimum. This here is

something that is attended by many of our residents and you take it away, I'll give them your phone number.

Ms. Landgrebe: I am just going by the joint amenity policy.

Mr. Realmuto: Can we establish a few facts? If we can ask, my understanding is always that the attendance by residents versus non-residents, especially during peak season is roughly 50/50. Is that accurate John? What would you say?

John DeWinkler (Resident, 4632 Turnberry Lane): I can tell you we've done three separate tallies during the summer. It was 57% external and 43% internal. That's the average of the three we've done.

Mr. Realmuto: The majority are external by at least a little bit.

John DeWinkler (Resident, 4632 Turnberry Lane): During the summer, yes. During the winter it gets closer to 50/50.

Mr. Realmuto: That's one fact for our consideration. Another is, Mike raised the issue that you need a certain amount of money to operate. Correct me if I'm wrong, but you can adjust for that on a weekly basis, but based on the attendance, you adjust the number of games. Essentially, you have the number of games that the income coming in, the number of cards people play so you can adjust to this. If you choose not to pass the increase along by increasing the price of the car, which is an option as well, essentially, what this increase would do is perhaps reduce the number of games, but there's no question about it making it so that you couldn't operate. I think you raised the issue very well when you said that it's essentially whether Polk County would approve the amount or whether or not it's excessive. I wouldn't presume to guess what another governmental organization would do, but it seems to me we can at least put it forth. You have a pretty strong case for it being a reasonable amount considering we rent this room to others for, again, depending on the season between \$1,500 and \$1,750 so that even the increased amount of \$500 represents a very significant discount. You're paying less than a third of the going room rental rate.

John DeWinkler (Resident, 4632 Turnberry Lane): Well, our other choice obviously is to seek other places to hold Bingo.

Ms. Landgrebe: You could.

John DeWinkler (Resident, 4632 Turnberry Lane): I'd hate to see that happen, to be honest about it. We've been here since 2002, from the very beginning of the community. Bingo turns out to be one of the very social events of our Monday evenings.

Mr. Realmuto: There have been increases in the past. For example, from 2012-2014, after only two years, there was a \$75 increase. On percentage terms, comparing it to that increase, we're talking about roughly the same percentage increase there.

John DeWinkler (Resident, 4632 Turnberry Lane): Well, you're talking \$100.

Mr. Realmuto: Versus the \$75 increase in 2014.

Ms. Landgrebe: What are you proposing, John?

John DeWinkler (Resident, 4632 Turnberry Lane): I'd like to see it stay the same, to be very honest about it.

Ms. Landgrebe: Come on, John. I'm not sure that's reasonable considering our locality, the increase in costs and the fact that many of your players come in at three o'clock in the afternoon and use our facilities. I've seen them.

John DeWinkler (Resident, 4632 Turnberry Lane): They come here around 4:00.

Ms. Landgrebe: I've seen them before. I think zero is unreasonable. I'm asking for what would you propose?

John DeWinkler (Resident, 4632 Turnberry Lane): Leave it like it is.

Ms. Landgrebe: I can't go with that. I'm sorry.

Mr. Realmuto: I want to point out if there's an issue with the county, we could always come back and reconsider on that basis. I'd like to make a motion that we approve the rental contract with an amount of \$500 per week. We can vote on it and see where it goes from there if there's a second.

Ms. Landgrebe: You want to counter?

Mr. Howison: What about \$450 for this year and agree at this point for another \$50 next year? I know it's not what you want but it's a compromise of some sort. Would that be acceptable?

Mr. Realmuto: I don't think it's acceptable because it's lower than the previous increase that covered a period of only two years. We're looking at a period of what 8 years that it's been since the last increase. I realized we had COVID in there. Whether or not I get a second, I'd rather vote on that one first. I don't think \$50 is very reasonable. It's a

lot less than we've increased the assessment on each of our residents. He said that we have more than 50% of the people that are not residents. I think it's only fair that they bear apart of this cost.

Mr. Costello: One of the things that we're looking at for the restaurant is that we're going to have a winter pricing and a summer pricing. John knows and Danny stated that we have a severe problem with summer pricing.

Ms. Landgrebe: We were back to that?

Mr. Costello: Well, we considered that. Quite honestly to see \$100 raise or even \$50 raised during the summer, you're not going to have Bingo. I don't think you will, we've had a couple of weeks over the past few weeks.

John DeWinkler (Resident, 4632 Turnberry Lane): We had 112 people last Monday and that barely got us to the point where we could have Bingo that night to cover the cards.

Mr. Realmuto: We're not talking about over the summer though, that we would take effect October 1st so that is when peak season starts ramping up. I'll point that out. Mike, well, essentially what you're saying is again, if they choose to make no changes, there are other ways of handling it. One is to pass the increase along and increase card prices. The other is it would reduce the number of games. What you're saying is if you raise 25 cents for the card price, or have one have one less game per night, that it would cause people to not to come. I'm sorry. I'm not buying it.

Ms. Landgrebe: I'm not sure we would be discussing this until it's seconded. Is that true? I don't know.

Mr. Realmuto: We regularly discussed motions before the motion is even made.

Mr. Plummer: I think at some point though we're going to call for this. Obviously, we have a motion on the floor and I have not heard a second. Do I have the second? I do not hear a second. I'm going to assume at that point, Lloyd, did you want to make an alternative motion, or Debby, did you want to make an alt?

Ms. Landgrebe: I will make an alternate, but I would like to get some advice from the supervisors.

Mr. Plummer: No, you don't want our advice.

Ms. Landgrebe: Do we want to do an October to June rate and then July through September rate?

Mr. Plummer: There's a question on the table, does anybody have a thought process?

Mr. Howison: But I do think we could consider a seasonal thing. I would say October through May, May through September, which would be eight months and four months. But I still question. I mean, I don't want to put Bingo out of business. I think that too many people I know here look forward to it. I've never come up and played.

Ms. Landgrebe: How about this? Hopefully, it's a good compromise. October through May for \$450, May through September, \$400 per week.

Mr. Plummer: You want it in the summer at \$400 and in the high season at \$450.

Ms. Landgrebe: Yes, and June through September, \$400.

Mr. Costello: John, would you be able to operate under those terms?

John DeWinkler (Resident, 4632 Turnberry Lane): Well, we'll do our best. I mean, that's all we can do. Hopefully, the community continues to support us like they have in the past, which I'm sure they will because it's a big social event come Monday evening. Obviously, I hate to see any of the rates go up, but that's the Board's decision. I'll submit it to the county.

Mr. Costello: The biggest thing is and believe me, do you really think we're going to rent this place on a Monday night? I don't.

Mr. Plummer: I'll second Debby's motion of October through May, nightly rental at \$450, June through September, nightly rental of \$400.

Ms. Landgrebe: Yes.

Mr. Plummer: I have a motion by Debby to do the amount by the season and a second by Lloyd and the amount during the lack of a better term, the off-season is \$400, and the high season is \$450. Am I correct? That is the motion. Any additional discussion? Seeing none all those in favor signify by saying aye.

Mr. Costello: I'm going to abstain on this.

Ms. Burns: You can't abstain unless you have a financial interest in that you would benefit in some way. You have to vote.

Mr. Plummer: Just like a blackjack table. He gets paid to be a dealer.

Mr. Costello: Well, unfortunately, I will vote for that because I see it that during the winter you will be able to meet those costs.

On MOTION by Ms. Landgrebe, seconded by Mr. Howison, with all in favor, the Bingo Room Rental Agreement to Increase the Rental Fee in October-May to \$450 and Keeping June-September at \$400, was approved.

Ms. Landgrebe: John, you'll provide the information to the county and come back to us

John DeWinkler (Resident, 4632 Turnberry Lane): Yes, we are in the process of putting my permit package together to the county now, and the agreement is part of the package.

Mr. Howison: We will be interested in their response.

John DeWinkler (Resident, 4632 Turnberry Lane): Normally I get an answer within 30 days.

Ms. Landgrebe: Great. Thank you.

John DeWinkler (Resident, 4632 Turnberry Lane): Thank you.

G. Presentation of Fiscal Year 2021 Audit Report

Mr. Plummer: Our next item is presentation of fiscal year 2021 audit. It was presented in your packet. Jill?

Ms. Burns: Sure. Page 35 is your report to management, which is a summary of the audit if you want to overview and not get into the nitty-gritty details, this has been submitted to the state. It was not submitted by the June 30th deadline. It did come in late just to point that out. No, there's no financial ramifications for that, but just to point that out to the Board. Page 35 is your report to management. The District does not meet any of the conditions for financial emergency. There were no recommendations for staff. There was one finding that you can see there, and it was just based on the use of capital reserve funds for the restaurant deficit funding. There was one finding on that audit report. It has been submitted to this state. If anyone has questions, we can answer those. It's a

report of independent auditors that we don't really need the Board to approve it. We just get a motion from the Board to accept the audit report.

Mr. Realmuto: I just want to point out for everyone's benefit since it's buried in the almost 40-page report that the findings specifically said the District inappropriately utilized budgeted capital reserve funds to mostly fund the deficit and operations of the enterprise fund, which was the restaurant during the current year.

Mr. Plummer: We'd like to go on record that we'll decrease doing that right now.

Ms. Landgrebe: Well, wait a second. Because throughout this document they also talked about that they did not give an opinion because they were only looking at up here. Are we okay with that?

Mr. Plummer: They're meeting the standards the state puts on them.

Ms. Landgrebe: Minimum standards.

Mr. Plummer: Yeah, exactly.

Ms. Landgrebe: Okay.

Mr. Costello: That's common in this. It is every year.

Mr. Plummer: Do we have a motion to approve the audit report?

On MOTION by Mr. Costello, seconded by Mr. Realmuto, with all in favor, the Fiscal Year 2021 Audit Report, was approved.

SEVENTH ORDER OF BUSINESS

Monthly Reports

A. Attorney

Mr. Plummer: Moving on to the next item on the agenda. Monthly reports, the attorney's report.

Ms. Carpenter: This month as you saw, we did the extension to the contract and looked at the lease agreement and primarily went through the lease agreement to make sure the foreclosure standards were up to the statutory requirements to make sure if we have any problem, we can terminate the contract. We did a couple updates, but once the RFP goes through, we will spend the time to make sure that it matches the RFP and the requirements. Again, we'll try not to spend too much time because once negotiations start it may move that around a little bit as well.

Mr. Realmuto: Yeah. Reading between the lines here, you utilize prior experience and modify it.

Ms. Carpenter: We wanted to make sure that there were no changes or anything we can do with the litigation folks to make it easier. Unfortunately, the statute is not one of the easiest to evict folks, but that's what we did. Again, we didn't spend a lot of time because it wanted to see what the RFP looks like before we actually go line by line and clean it up.

Mr. Realmuto: Okay. Understood. You have some work to do modifying the renewable extension.

Ms. Carpenter: The extensions, we will add in and we'll check the contracts just to see where it talks about rate increases for extensions and then we will add a provision requiring a 90 days advance notice.

Mr. Realmuto: That's probably the most immediate need. You talked about working on the restaurant lease agreement. Would it make sense for that to wait to set that aside until we get proposals?

Ms. Carpenter: Sure. We can do that.

Mr. Plummer: We want to make sure in that contract we remove what it looks like micro-managing from this Board in the restaurant operations.

Ms. Carpenter: We will take all that out. Again, once the RFP comes through, we can do some of that, but obviously, a lot of it will depend on what the final terms are going to be.

Mr. Plummer: Will we have a contract available for the October meeting? Not that we're going to need it in November, but can we get it done in October?

Ms. Carpenter: I think you may want to talk with the folks and see what terms you end up with.

Mr. Howison: We should have the RFP done this week. I'm going to say no later than a week from today, the 26th, we put that in Jan's hands and then I'm available to sit down at your convenience.

Ms. Carpenter: Yes. Some of it will be the negotiations, whether it's a one-year term, but a lot of it is going to depend on who you end up negotiating with and how you want to set up the actual contract terms.

Mr. Howison: I don't know that the Board ever gave clear direction on the term that we desire. Did we, Christine?

Ms. Wells: I thought that we were going to discuss that with lease when we got to the lease part.

Mr. Howison: Okay.

Ms. Landgrebe: I thought the recommendation from the group, was look for multi or at least encourage multi.

Mr. Plummer: When Jim spoke to it last month, his recommendation was a multiple year.

Ms. Landgrebe: Yeah, exactly.

Mr. Costello: Well, what would be the norm on something like this? Do you have any idea or is there a norm?

Brenda Jackson (Resident, 4167 Muirfield Loop): It's been my experience that you generally want a minimum of three. Generally I would encourage up to five because it takes the restaurant at least five years to show profitability and you want to encourage them that you're going to partner with them. That was one of the reasons we recommend the seasonal rating for when our population decreases. It all comes into play, that negotiation, but I really think a five-year because it's general industry standard out there. It takes five years for any restaurant to get its footing and to show a profit or have a profit by the sixth year.

Mr. Plummer: Thank you. Anything else, Jan?

Ms. Carpenter: No, that's it.

B. Engineer

Mr. Plummer: Next is the engineer, Alan.

Mr. Rayl: Good morning.

Ms. Landgrebe: How are you doing today?

Mr. Rayl: I'm doing very well. Thank you. There's a short outline in the agenda for you and I just have a few items to go over with the Board this morning.

Mr. Howison: We didn't get the outline.

Mr. Rayl: I apologize, we sent it out, I just have about three or four items. There's nothing really any new business, just summarizing things that have taken place in the last month. The Ashton and Berwick repaving has been completed. The striping has been put back in place with thermoplastic striping. The RPMs, that's the Raise Pavement Marker, the blue delineator, where the fire hydrants are, those have been installed. There was a blemish, at 4269 that has been cleaned up and I spoke with the contractor this morning. They're also going to come back out, try to heat up some of those areas where they have some material fall off the truck at the intersection at Ashton Club and Berwick, and try to get that extra asphalt removed.

Ms. Landgrebe: You spoke to them today? Because I saw they had been trying to power wash.

Mr. Rayl: This was at that intersection. They're just going to try to reheat that, try to then scrape it off. It's just a cosmetic thing. It doesn't affect the integrity of the existing roadway that's there, it's just a little messy. They're going to try to clean that up. They also did a pressure wash. The tack it was really prevalent on the pavers exiting the community and that's been cleaned up pretty nice, I think. When we get this Ashton and Berwick intersection cleaned up a little bit better, they'll be complete with their work.

Mr. Howison: Can I interrupt? Because it's related to this project. We got another email from a resident and I think you addressed this in the last meeting, but just for the record, hopefully, you can do it again. There was concern that an individual while paving was ongoing, they had done the scraping and he's applying the tack with just a sprayer as opposed to and we had a resident raise a strong concern for the second time that this was done incorrectly. You addressed that and I've forgotten exactly what you said. Can you repeat for the record?

Mr. Rayl: We were satisfied with the application of the tack. This is not what you see maybe on highway projects where they're binding an asphalt structural course to a friction course. You'll see a complete saturation coating of tack in a lot of those applications. That may be what they were expecting to see. But that's not done in every paving scenario. It was applied appropriately for this work.

Mr. Realmuto: I have a couple questions on this project as well, but since you brought up the tack application, I see the individual invoices, I think that tack was billed

around \$22,000 if memory serves. I don't have the invoice in front of me. Was that done from a backpack sprayer or was there a big tank and a significant amount of material because we were charged for hundreds of gallons of that tack material? When you say it was applied appropriately, did someone from your firm witness that application?

Mr. Rayl: I don't have any concerns about the appropriateness of the work that was performed.

Mr. Realmuto: You made a comment about the bumps or the asphalt that was spilled in the intersection of Ashton Club and Berwick being cosmetic. Perhaps they're also having effect in that they cause a little bit of rumbling since there are a number of them, they start a dozen or so feet before the stop sign and continue through the intersection, so I guess I take exception to classifying them as strictly cosmetic and it does need to be addressed. My final comment on that project is, we were billed for a certain number of feet of the tack down, essentially what we use at stoplights. One was a wider strip that I think we were billed for about 12 feet. That looks about right. But then we were billed I think, if memory serves over a 100 feet of the thinner tack strip, that's a walkway tack strip. I just question, did you check the number of linear feet that were actually applied? Because as far as I know, there was only one other stop line that may be thinner and I doubt it was more than 12 feet. I'm questioning whether we were billed and paid appropriately for that. Are there more than two stop lines? Am I missing somewhere?

Mr. Howison: We had a crosswalk.

Mr. Plummer: Yes, I was going to say there's a crosswalk in there.

Mr. Realmuto: Is there? Oh, on Berwick. I'm sorry. The actual crosswalk on Berwick.

Mr. Howison: They did it with that same material so they went across and then I don't know how many lines.

Mr. Realmuto: I had forgotten about the crosswalk on Berwick, I apologize. That answers the question. Thank you.

Mr. Rayl: Also, since the last month, you've seen the erosion issue at the cart path on hole Number 1 has been repaired with rip rap and we check on it every so often just to make sure it's holding, and our last visit to the community everything was good with that repair.

Ms. Landgrebe: When did you last look? Because with all this rain and storms, how is it holding up?

Mr. Rayl: I think it's been a little over a week ago, but I was going to read the gauge on the lake again before I leave the community and I'm going today to check to make sure. Once it gets a little bit established, it's pretty well done. It will hold tight unless some other catastrophic event happens. Speaking of the rain, we keep monitoring rainfall amounts are coming, we read the gauge on Lake Ashton every time we're out here, it's obviously up, but we did fly the drone over the outfall ditch about 10 days ago, and observed that it was open, and hasn't been altered again in any fashion. We just had a lot of water. According to the emergency operations center for Polk County this morning, they were about 300% above normal for rainfall amounts for this area. Hopefully, we're on the downside of that and we'll start to see the levels come down. But we're keeping an eye on those items as well. The last approved payment repair locations, there were four locations, they were going to be done mainly the inlets on Dunmore to South of Ashton Club. A little piece of that work was done on the Northeastern intersection of Dunmore and Ashton Club, the curb line was replaced. The other repairs are below grade. They're all below water right now and that work can't be performed in underwater conditions. It can, but not for the costs that we hired a contractor to do it so we've discussed with them. They'll hold off as long as they can in respect to those prices while we wait for water levels to drop where they can get drier access to those repair locations. We had some repairs over some sunken pavements over sewer lines. City of Lake Wales is aware of that and they're looking forward and undertaking that program on their own without us having to do that. If any residents bring you any more locations that we need to pay attention to you can pass that on to Lake Wales and make sure that they're checking those things. They've been very responsive to do that.

Mr. Howison: I noticed another one this morning and it's on Ventana Lane, or the East end, just West of where it intersects with Stone Creek Loop. It's not severe, but there's a depression there starting.

Mr. Rayl: In the center line?

Mr. Howison: Yes.

Mr. Rayl: The last thing I had for the Board is, I will be at our October meeting, but I will be absent from our November meeting but I will have Garrett from our office here to present the engineer's report during the November meeting. That's all I have for the Board this morning.

Mr. Plummer: Any questions? If not, thank you, Alan.

C. Lake Ashton Community Director

Mr. Plummer: Next on the agenda is the Community Director's Report.

Ms. Wells: There's a lot going on. I'll go through and if I skip over something that you have a question on, just stop me. We did include the 2023 entertainment series information in the September edition of the LA Times, ticket renewal starts on October 3rd. We're doing a reunion show this year, so I've gotten really good feedback from the entertainment that's booked for this year. We're booking flu shots and food trucks are on-site weekly. We're doing something with Carrabba's as well. That's going to be in the October addition to the newsletter in conjunction with karaoke, so residents can look out for that. As far as the restaurant update, I just want to make sure I'm not missing anything from what we talked about earlier, the deep cleaning has been completed. We are in the process of scheduling the deep cleaning. All refrigeration equipment in the restaurant has been turned off and doors have been popped open. POS equipment has been removed from the restaurant, and the restaurant patio is scheduled to be pressure washed the week of 9/26. Matt's going to try to get to it this week, so it'll happen either this week or next week. The cost-saving analysis, it was quite lengthy. Does the Board want me to go through each individual lineup? I know there's a couple I need to point out that I need some direction on, or does anyone have any questions on that area?

Mr. Plummer: I think it was very explicit in what was outlined, but I would like to see you hit the high points.

Ms. Wells: Okay. We did make some changes to our waste collection and recycling service that effectively cut our bills in half. To Steve's point earlier, we have seen some large increases over the past couple of months, went from \$800 to \$1,000 in a month. We got into contact with our account manager and we were able to take recycling services down to once a month right now, we took a retain refresh off. Waste collection is down to

once a week. The latest amounts I had as our waste collection went down to \$210.70 per month from about \$420 a month, and our recycling services which we celebrated savings went down to about \$170 a month from around \$1,000 a month. I am still verifying those amounts, our account manager took a two-week vacation right before the Board meeting, so he actually comes back today, so I'll get some updated amounts for you guys.

Mr. Realmuto: Christine, I just want to clarify, so we took the recycling amount down so far from perhaps \$1,000 at least \$800 on an actual invoice to \$169.90 a month in that we're only having to pick that up once a month. Is that correct?

Ms. Wells: We went to once a week then he went to once a month, so I want to verify if that's the once-a-week pickup amount or the once a month. I tend to think it's the once a month just because of the drastic change in price. But it seemed to me that the recycling costs was a little bit more negotiable than the trash pickup because the trash pickup is tied to a contract with the City of Lake Wales. I just need to verify if that's the once a week or once a month pickup.

Mr. Realmuto: Were you going to ask for Board direction on recycling later?

Ms. Wells: I can ask now. I did inquire because I know that a few meetings ago it was discussed whether we wanted to keep the recycling program. I did inquire as if we wanted to cancel that program moving forward. They did say that we had to pay six months of our bill to cancel the recycling contract. His suggestion was to get our bill down as low as possible, if we do want to cancel, then we're only paying six months of a \$170 bill versus six months of a \$1,000 bill. I don't know if the Board has a strong feeling on continuing with recycling program or terminating that recycling program.

Mr. Realmuto: I did speak to Jan immediately prior to the meeting about looking into the legal basis for requiring us to pay a six-month termination fee. Just because the rep told us that doesn't mean that's true. But I would like to have the discussion and get Board consensus here because that is something I raised I believe it was just at the last meeting, identifying all these cost-savings opportunities, particularly with regard to recycling, which again is that perhaps the size of \$1,000 a month. When you go and look out there, there's no clear evidence residents are recycling by putting recyclables in. You look in the dumpsters and they're mixed trash basically. It's not clear to me that that's happening regardless if they say they recycle everything they find in it. I think it would be

a savings and we are not clear that it would only be a \$169 a month because the last invoice we got was \$800 or \$1,000. Would anyone have any objections if we can do it without penalty, at least canceling the recycling altogether.

Ms. Wells: If you do that, I would definitely suggest to increase the size of the waste container or the frequency once we get the restaurant back because the recycling containers used a lot for breaking down the boxes of the food and stuff that they get in, so I think we would just need to make adjustments to our waste collection.

Mr. Howison: I will say that I have mixed emotions about this. For the record, I'm not a tree hugger per se, but I do think that recycling has some value if indeed everything is recycled and the account manager claims that they do recycle all items that are picked up. We're talking \$2,040 a year if it remained at the \$170 per month level, and to me, that's an acceptable cost. If it gets to \$1,000 then I have some strong reservations. I don't know that we need to act on it today. I'd like to hear back from Jan on the question you posed.

Mr. Realmuto: If it's truly down to \$170, please confirm that for us by the next meeting.

Ms. Landgrebe: Christine or Jillian, I have a request because we're great at pushing things off, but we don't seem to always circle back to them. Can one of you keep track and remind us?

Ms. Wells: I wrote it down.

Ms. Landgrebe: Even at the end before we adjourn, if there's things we should have followed back on. Thank you.

Mr. Howison: I like the idea of an ongoing discussion of cost savings, because there are some pretty significant savings.

Mr. Realmuto: Absolutely. I'd like to see that in Christine's monthly report and just to assure all of you, it's one of the major topics when I meet with Christine on a weekly basis. We talk about all of this.

Ms. Wells: Any other questions on the recycling of trash? We started with utilities, as you can see the trend, city of Lake Wales. We also reached out with seeing some increases in some of our bills to check meter function app functionality, it's been a long meeting for me. Functionality, and we did find a faulty auto switch on our fountain at the

main entrance, which it contributed to an increase in that bill, so repairs have been made to that once I receive the invoices or a statement from the contractors that worked on that. We'll submit for leak adjustments, so we'll see a credit back for that. We also determined that the irrigation timer reset itself at the Palms entrance, and it went from two days a week to watering every single day. Again, working with them to get an adjustment based on that once we send them a note. We did finally find back in probably March, I'm not sure of the exact month that I've come to the Board with the repair invoice or repair quote for irrigation along the back side of Aberdeen bordering Thompson Nursery Road. It was for \$4,515.68. That quote was not approved. We shut the irrigation off in that area because it was not working. We are paying \$70 a month to keep that meter live or keep it running operational. That's something I would like direction from the Board. Do you guys want to move forward with repairing the irrigation and getting the irrigation functional again? I will tell you that it services those hedges that are along Thompson Nursery Road backing up Aberdeen as well as the creeping fig on the other side of the fence. You may see some differences in the creeping fig on the area near the golf course and the Thompson Nursery Road entrance versus this because it hasn't been irrigated in months. That's \$70 that you're paying each month to just keep a meter live. That is with zero usage. I just would like some direction on that. We either need to cancel the account or repair the irrigation and get it functional again.

Mr. Realmuto: Christine, do we know what determines that minimum amount? Certainly for each of our households, the minimum we are billed for even if you don't use anything, and our sprinkler was turned off recently with all the rain is well under that. What determines that minimum charge have we explored that?

Ms. Wells: Yes. City of Lake Wales has explained the amount is tied to the size of the meter. The cost will vary based on the size of the meter that's installed in that location. That's why the pump is so low when it's not running because it's watering a smaller area than this.

Mr. Howison: The impact of the bottle brush and the wax myrtle hedges along there and the creeping fig, you can see a difference in the fig as you drive past. I'm just going to say you can see a difference. I guess the question is, is it worth \$4,500 or whatever it was to fix that or is it not? I know we did turn it down at one point knowing we were coming

into the rainy season. I think it was back in April as I recall, but it doesn't matter. What are your thoughts?

Ms. Landgrebe: Well, we have a responsibility to the residents to keep the trees and hedges looking appropriately.

Ms. Wells: I asked Dana if the quote was still good. He said probably not.

Mr. Bryant: Honestly, I will have to look at it again. Petroleum prices and pipe prices are just ridiculous.

Ms. Landgrebe: Do we need a meter that size?

Mr. Realmuto: That was going to be my question. If we're going to look at repairing the irrigation effectively making a change to it, can we look at reducing the size of that meter and perhaps utilizing more zones so that we don't need as large of a meter. That could save us a lot of money, particularly in months that we're not using much water.

Ms. Wells: I'm not sure City of Lake Wales has parameters in place for how many zones you have on it. I have no idea because I just looked at Dana, he is the irrigation specialist.

Mr. Bryant: It's a volume issue.

Ms. Wells: It's based on how much it's going to. We always can ask to see if they can make it a smaller meter.

Mr. Realmuto: I think it might start with whoever's doing the irrigation determining what the maximum volume would be. But the reason I mentioned increasing the number of zones is because that would reduce the water volume at any given time.

Mr. Howison: Sounds like something you guys can go out and look out over the month and come back and we'll deal with it in October.

Mr. Realmuto: Perhaps I'll take that quote.

Mr. Howison: See if you can reduce it.

Ms. Wells: TECO, we also reached out to them. We had notice we were being charge sales tax for some items and so I was telling Steve that we historically do a sales tax on it with TECO every couple of years. We did find out that we had been overcharged \$18,765.20. They are going to be giving that back to us in form of a credit to the invoices. They said it would apply to the current invoice and then moving forward as we use it up. We should probably use it up in two months.

Mr. Realmuto: Less.

Ms. Wells: That was a good savings.

Ms. Landgrebe: Thank you, Christine, because I know that these type of things are time-consuming.

Ms. Wells: TECO is not the easiest to deal with.

Ms. Landgrebe: They are not.

Ms. Wells: I swear I got to one person, got to another person, another person, another person. We also are questioning some brackets that were being charged on one of our invoices. Since we had single wide pictures now, so Tico is investigating those charges and they're going to get back to us. I did follow up with them last week and I haven't heard back yet. I did also ask about the possibility to renegotiate the prices for the light poles and fixtures, and was told that there's no negotiation. It's tied to the tariffs that are set in place. Just for your knowledge now and moving forward.

Ms. Landgrebe: Moving forward, there's no reason that this time to believe that TECO is going to do a better negotiation with us on those lights that we will own in a few years?

Mr. Realmuto: I don't know what you mean by we'll own them in a few years ago. Basically, subject to tariffs are set by the PUC, they're unable to negotiate.

Ms. Landgrebe: I understand. I know that there has been a comment made previously that maybe TECO will negotiate with us on those lights and lamp posts, but it sounds like not going to happen.

Ms. Wells: It was a quick no.

Mr. Realmuto: What their hands are tied on is if they continue to own the lamp post, they're tied on the rate we are charged for them. That doesn't mean they can't sell them to us.

Ms. Landgrebe: I understand that.

Mr. Costello: I think we've already been told that they would not sell them to us period. It's a situation that we've looked at for the past several years. We don't have any of the contracts. I believe it's on like seven contracts. I don't think that any of them come up until 2026, I think. At that time we're going to have to look for an alternate. Because to be paying out the money that we're paying \$10,000 a month. We're paying like \$126,000

a year to rent poles which to me, like I've said, it's ridiculous. There's no reason for that whatsoever, especially due to the fact that maybe we should get a better rate because the poles are a little older now.

Ms. Landgrebe: But I don't think that's going to happen.

Mr. Costello: I say we have four years to wait until we going to see which way that they're going to go with it then we're going to have to start negotiating with them.

Ms. Landgrebe: Or start saving for it now.

Mr. Costello: Well, yeah, we could do that.

Mr. Realmuto: I think, Mike, you propose that we do need to make plans and start saving for it if that's our intent. Again, when you see our electric bill, 75% of that electric bill is light bulbs. About 25% of it is electric.

Mr. Howison: It is in reserve study.

Ms. Landgrebe: Yeah, it is. Another point to your point about the lights, is there a way for every switch in here to go off if there are no people or movement because there are nights when everything is lit up.

Ms. Wells: No, I didn't put it on there, but you are right, we are looking into that. Majority of rooms here, have it. It's tough with a room like the ballroom. If you're in a meeting that it's a little movement, it'll shut off on you. I'm sure some people who have been in the craft room, we have a motion detector there, have been in a meeting where there's little movement and it'll shut off on you. There are several rooms that have it. We are looking to add additional ones in the dressing rooms here.

Ms. Landgrebe: How about the attic?

Ms. Wells: Yeah, the attic one just should be shut off. Yes, we can look into that area as well, adding more there. There's a couple of the game room that there's motion detectors there. We just need to see if they're operational. They don't appear to be, but there's a lot of motion in that place.

Mr. Costello: Well, one of the things that I think you've started it is you've had the security people shut the lights off and turn the thermostats up at what 10 o'clock at night or whatever because I know I came through the other night and it was pitch dark in here. But we're going to have to do everything we can in order to. I noticed that your next item is on thermostat, so maybe you can talk on that.

Mr. Realmuto: Before we move on there, I actually had to walk through the entire clubhouse, each and every room, even the bathrooms here with both Christine and Matt talking about each one individually and where motion detection might work, where a simple timer might work better. Rather than turning on a light, you'd be turning it on for a set period of time outside as well. That's something I'm going to be following up on, basically weekly with both of them. There's a lot of opportunity here, I'll call it that and you'll hear Christine report at least on the thermostats. We looked at light switches as well.

Ms. Wells: I know at the last Board of Supervisor's meetings, supervisors wanted to explore a Wi-Fi programmable thermostat for use throughout the clubhouse. I did reach out and get an initial quote for a Honeywell Thermostat. It was \$395 per thermostat. I did a little bit more research for that same thermostat. You can get from between \$115 to \$395 per a thermostat. I did reach out to Miller Essential Air and I followed up with them again this morning to see if they could quote another brand of thermostat that would do the same thing for in the price range of a \$100-120 per thermostat installed. They're working on seeing if they can come back with options regarding that. In the meantime, any thermostat that's able to be programmed, which is very few, maybe four of them, Matt has programmed to go up to 79 at 10:00 PM and go down to 75 at 06:00 AM. Any other ones are manually being turned up by security to 79 at night and 75 in the morning.

Ms. Landgrebe: If we did that, the whole Wi-Fi smart phone thing, who's going to have control over that?

Ms. Wells: It would be staff and security, that would be my guess. Any questions on that? I'm hoping to have more information for you guys in October. We also researched the price of cups and had found an alternative that was the same size, that cut the cost of the cups in half. We're evaluating all the stripping and sweeps on the doors and have repaired or replaced on multiple doors to ensure it is sealed. Duct work has been repaired in the attic. We also have trained two residents that have pin setting and minor bowling repairs experience. They signed the waiver of liability as given to us by our attorney to help out with some minor repairs during non-staffing hours. I just wanted to bring that up. We've seen a significant savings with them being able to come down and make small repairs, or make small adjustments and not have to call in Alex to come in and take care

of it. Then we are still price comparing all items to see if we can get larger quantities and realize savings that way. Finally, I didn't add it here, but I did want to mention we did cancel our Zoom service that we had. It doesn't affect what we use here, that is through GMS, but we did cancel ours. The groups that were using, we still offer it for groups to use, are able to be taken care of with the free Zoom. We still offer that for our resident groups. We'll set it up for you and get it going, but it's free of charge to the District. We save \$15 a month, but every little bit helps. That's all I had for the cost-savings analysis, unless anyone has any questions on that.

Mr. Realmuto: I just wanted to thank you, Christine for yours and Matt's diligence on that by following up and continuing to. There are still a lot of opportunity out there and I know we will work together to get that done. I did want to mention that I noticed a significant reduction in our total electric bill in what is actually the financial reports, but the previous month, but I guess it was July, it was \$20,000 and our bill was almost \$6,000 less. I expect a lot of that is accounted for by the equipment in the restaurant, but I know it hadn't all been turned off. The efforts, the weather stripping, all of this pays off in the end and I think that's where we're seeing it.

Ms. Wells: I want to mention too that Sheila has been great with helping us research different options. She was very instrumental in finding some cheaper prices for a lot of our supplies. I want you guys to know we do that ongoing. If she noticed the price is different from last month, she'll go to another vendor. She's worked very good with establishing relationships with different vendors.

Ms. Landgrebe: Thank you, Sheila.

Ms. Wells: One last thing that I had on my report that I did not include, but we did remove those four chandeliers on the bar as well as eight side lights. I was just looking for a consideration to surplus those items so that we can donate them and get them out of the restaurant.

Ms. Landgrebe: Would we consider re-purposing them anywhere?

Ms. Wells: I don't know where you could re-purpose these. I can explore options if you would like, but I don't see where we can re-purpose them, to be honest. It is four chandeliers and eight side lights.

On MOTION by Ms. Landgrebe, seconded by Mr. Realmuto, with all in favor, to Surplus 4 Chandeliers and 8 Side Lights from the Restaurant, was approved.

Ms. Wells: Then moving on to the project tracking list, Matt is working on seeing if we can get one of the vendors for the pool heating, cooling equipment, if we can get them to price compare, we do have the not to exceed \$6,300 that he's working with two of the vendors to see if we can get warranties matched up and get the best bang for our buck for that unit. The Olsen Road fence repairs. I am working with the contractor. He did give me an amount that is under the \$4,500, I'm keeping that close to passing in case it goes up because I'm still getting that schedule. I've reached out to him literally every other day. He's a very busy person, so just wanted to let you know we have not forgotten about that and are trying to get it done as soon as possible. The completed projects and close activities, in this area, is completed. I want to thank the woodworkers. Shelba is very good at staining wood she stained the shutters for us. We are looking at the one side. It's not as functional to open. We want to see if we can get on a slider, but that project is effectively completed. The restaurant redesign project is completed. The amount of \$9,187.39 is a little bit more I think it's more like \$9,156. Just for the record. The Berwick Ashton Club Drive project is completed, you'll see it there. That is all I have for the project tracking unless anyone had questions.

Ms. Landgrebe: I still think on that Olsen Road fence, we should consider putting barbed wire on top. For the record.

Mr. Realmuto: I'll be right there with you if the new fence gets damaged in short order.

Ms. Landgrebe: Then it will cost more.

Mr. Plummer: Okay. Is your report complete?

Ms. Wells: Yes, my report is complete. As you can see, Matt is not here.

D. Operations Manager

I. Consideration of Quotes from Yellowstone Landscaping to Refurbish Lake Ashton Boulevard Median Landscaping

Mr. Plummer: Are you going to put on Matt's hat?

Ms. Wells: I'm going to try my best.

Mr. Plummer: Okay.

Ms. Wells: Matt is in jury duty right now. I tried to convince him to take the fine and just come here, but he did his civic duty and is at jury duty now. There's one thing that I wanted to bring up just to get some staff direction is under his landscaping updates, there is an area just inside the entrance on the right-hand side, that we need some direction as far as maintaining it. I think I've talked to each one of you about this area. It was an area that was previously taken care of by the golf course that just recently is not being taken care of by the golf course. The plants are beds under the palm trees.

Mr. Howison: If I can expand on that a little bit. I did talk to the CDD 2 representative. That area was identified in the original agreement for lease, the golf course lands, as an area that we are responsible to maintain. CDD 2 has agreed to continue to mow that area, as well as an area beyond the 12th green heading to the sales office area and an area outside here near the bocce courts for which our CDD is responsible. They will continue mowing those. The area that is in question or the responsibilities would be for maintenance of those palm trees and the shrubs surrounding them. I have asked Christine for a copy of that lease and lease agreement, and hopefully, I'll have that in the next day or so to review it. But at this point, and my understanding is that Dana has agreed graciously to take care of that at no cost for now and then we'll determine the next steps.

Ms. Landgrebe: I'm a little confused because we've always said?

Ms. Carpenter: It must not be part of the actual golf course. There must be a platted area that actually belongs to the CDD.

Mr. Howison: It is.

Ms. Carpenter: The golf course was just maintaining it because they did from the beginning.

Mr. Howison: Yeah. It's opposite of the lake there and it is adjacent to the roadway coming in. That is not part of the golf course, it's not.

Mr. Realmuto: Well, wait a second, though. Jan's point was that it needs to be a separately platted lot, and I don't believe that it is. It simply exists as a line on an engineering tour. The question with regards to the lease is does the lease when there

was also an inner local agreement, by the way, about the purchase of the golf course so that you would have to look not just the lease. But the inner local agreement on what we were assuming, but I am 99% certain that is not a separately platted lot. It was part of the plat that was conveyed as part of the golf course purchase.

Mr. Howison: Okay. Well, if you'll give me those documents.

Ms. Carpenter: The lease is going to have the legal description of the golf course, so that's not going to help. Where is it so we can look on the property appraiser site?

Mr. Realmuto: We should probably use the microphones here so that the recording has what we have.

Ms. Carpenter: We may need to investigate this a little bit before.

Mr. Realmuto: Based on facts of whatever the agreements were, and I think the two agreements that come into play are the inner local agreement about purchasing the golf course and then the lease itself.

Ms. Carpenter: The lease is for the golf course only. What we need to see is if there is a separate parcel or a piece of land there that the CDD owns and not the golf course. Alan is looking at it right now.

Mr. Realmuto: I believe the lease agreement is going to refer to the parcels, but it also specifies who's responsible for what, because we also accepted very clearly, responsibility for things like the cart paths and ponds that are on the golf course land covered by the lease.

Mr. Plummer: Looking at this map there, of course it shows the whole golf course is CDD property, but it doesn't address the lease.

Ms. Carpenter: I guess I'm not following. The lease that CDD 2 maintains the entire CDD 2 or CDD.

Mr. Plummer: No. CDD 1 owns that property, but it doesn't address the lease.

Mr. Realmuto: We were talking about the area on Ashton Boulevard. They don't own the property, they lease it from us that's why.

Ms. Carpenter: We'll, look at the lease, but it looks like it's entryway. Alan is looking at it right now, we'll have to look at it.

Mr. Realmuto: Over time, the comment was made up here while people were gathered around that the particular area might be a small amount, but it's been three or

four years since the purchase, and we've had more and more little areas like that carved out of what's being maintained and transferred to us. If they've taken an aggregate, the amount is significant.

Ms. Landgrebe: Could we have a report for next month?

Mr. Howison: Where does that inner local agreement reside? Christine couldn't find it.

Ms. Wells: I could find the inner local agreement and the purchase of the golf course. I couldn't find what lease agreement when I looked.

Ms. Burns: I just sent it to you.

Mr. Howison: You did? Thank you.

Ms. Landgrebe: Well, shouldn't we all have it?

Ms. Burns: I'm happy to forward it to anybody.

Mr. Plummer: I realize we pushed that back a month, but that area is going to need maintenance in that month or it's really going to begin looking bad.

Mr. Howison: They've agreed to continue mowing and then we'll resolve this in the next month. The trees don't need to be trimmed this month.

Mr. Plummer: But we're not talking just about the trees, we're also talking about the shrubs and the stuff, and that's what generally looks worse than the trees themselves. That's what I'm asking about.

Ms. Wells: I did ask Dana and he said it would cost \$200 to remove those hedges. The hedges under there with the red flowers on it because that one looks decent, the ones before that so if you're looking at the map that's in map's report, it's the 1, 2, 3 beds on your right as you're coming in. If you start at the top, the three down. To remove everything and just keep it to where there's just palm trees there, it would be \$200 to remove that vegetation.

Mr. Plummer: That's cheaper than having the attorney's research.

Ms. Wells: This year, he would do palm tree trimming once a year and then he would come to us next year with an increase for that.

Mr. Plummer: Are you saying remove the shrubbery that's under there and sod that and be totally done with it.

Ms. Wells: We had briefly talked about removing it and just keeping the white rocks so it stays consistent along the boulevard. But there's planter beds beyond what's right here and it has that white shale stuff in there. We would need to put some sod on the edge so that the shale does not go into the drain like it's happening further along the golf course.

Mr. Plummer: If you leave the shelves, there is going to be ongoing maintenance to keep the shelves and do whatever. If you sod it, it's going to get mowed.

Ms. Wells: Then there would be additional costs for the sod for those three beds.

Mr. Zelazny: By who? That becomes the question. Mowed by who? That's all Bermuda.

Mr. Plummer: I thought we had the agreement with the golf course to go ahead and mow it.

Mr. Howison: They're mowing now. What I was told was they're mowing now and that the golf course superintendent said, I've got the mowers there. I'll just mow. No, I did not get anything in ready. Use the microphone.

Mr. Costello: Go ahead.

Mr. Realmuto: Our attorney pointed out that the \$200 is less than it would cost her to research this. I'm all for saving money as you know. If we just spend the \$200 to remove the shrubs, solves most of the maintenance problem. Our contract with Yellowstone is pretty large. Dana has been good about simply trading off certain things against others that become our needs. Perhaps it wouldn't cause us that much additional to trim the boundaries on the areas. That is the only additional expense once we've modified it.

Ms. Wells: We had to put something in that bed. Once you remove it, we either need to put some more of that white shale that's there to keep along with the aesthetics going down the boulevard. But we would need to install some sod on the edge to prevent that shale. We need to build that up a little bit so that shale isn't getting to the storm drain. I reached out to Ron about the other beds up there and that's what he had said he was going to do is put some sod and to keep the shale from going out. Because what's happening right now, it's just eroded so when there's a rain, the shale goes into the curb and goes into the drain.

Mr. Realmuto: This isn't the only area with shale? What I heard you just say is Ron was going to take care of it at the areas that they agree they're responsible for.

Ms. Wells: Yes.

Mr. Realmuto: Could we maybe reach out to them and in the spirit of cooperation, they can charge us for what it takes to do that rather than having a separate mobilization. Just do this one as well. Get it done so we'll remove the shrubs and come with a cost of adding the sod to the bedding question, I guess and be done with it basically and save the legal cause of the researching the agreement.

Mr. Plummer: I think there's an ongoing maintenance cost with the shale beds. That's why I'm saying if you replace it with sod, you're going to get rid of that ongoing maintenance.

Ms. Landgrebe: But then it's who mows it?

Mr. Costello: When we purchased the property of the golf course, wasn't there anything drawn up to show the boundaries or the any past practices they've done it. Yellowstone has to bring their equipment all the way out there from what I understand which everything is time-consuming. Who drew the map that we're looking at right now?

Ms. Wells: I believe Alan did the map. There are several versions of the map too that I saw that changed how often certain areas were mowed. But I think Alan is what it says on the bottom of the map drew it up for Lake Ashton II CDD. Sorry Alan. Your name is on it.

Mr. Rayl: Yes, it's on our title block. We prepared this exhibit. I think it was based on the input we got from LA2 and I think there was a differentiation in areas that were out of play that the golf course was not going to take care of those areas and those were going to be done by Yellowstone, if I remember correctly, but I wasn't a part of creating the agreement or understanding. We just didn't prepare this exhibit.

Ms. Landgrebe: We have nothing in writing. Is that what you're saying?

Mr. Rayl: I'm not saying that. I was not involved.

Mr. Realmuto: Then we get back to the documents of it.

Ms. Carpenter: I don't recall anything about and in play versus not in the play, but I'll have to actually read the inner local to recall. It's been a while.

Ms. Wells: If the sod is built up right on the edge and there's shale put in, it's similar to how a rock is. There should not be too much ongoing maintenance with that shale that's put in there. If it's built up toward the shale, it stays there and doesn't go out. It's very similar to the way we did the rock that there's not a lot of ongoing maintenance if you can get it to where the rock is below the plants bed and it's not washing away. Just for the concern of the ongoing maintenance I think it'd be very little. The only ongoing maintenance that I would see would be the trimming of the palms, which should be in line with our other palms, which we do once a year.

Mr. Realmuto: My bottom line is I'm in favor of resolving this as the least-cost to both CDD. Let's do what makes sense and if they're willing to mow it, let's pay for the cost of the improvements to get it to a more maintainable state. My only concern is if we're going to keep having surprises years after the transfer took place.

Mr. Costello: Their equipment is out there already maintaining the course. How much more is it actually to maintain that?

Mr. Howison: The point is, they will continue to maintain that and to your point before about Yellowstone, getting equipment in, for instance, back here by the bocce courts and so on. They're going continue to mow that. What they're really looking for is for us to maintain those palm trees in that area. Have I misstated anything?

Mr. Zelazny: You want the audience to talk?

Mr. Howison: Yes.

Mr. Zelazny: I'll provide the information if you want.

Mr. Howison: I mean, have I misstated anything?

Mr. Zelazny: No.

Mr. Howison: Okay.

Mr. Zelazny: But what has been misstated, is there's been no changes, no encroachment, no nickel and dimming from the CDD 2 to CDD 1 on maintaining the golf course.

Mr. Realmuto: Can you use the microphone, please?

Ms. Wells: Come on up Bob, join me. It's turned on.

Mr. Zelazny: When the golf course was sold back to the CDD East, then we had the lease agreement so you would operate the golf course on that land. Then I, along with

Yellowstone and staff on this side, drove around and agreed that we would maintain golf course play. When it's when it's away from the play, that is the CDDs responsibility, we have no responsibility that that's the same agreement that we have on the West. Now, it might have to be in writing, but that map was drawn up in concert with members of your Board. It was agreed that those areas where there was no play you would maintain. Subsequent to that, there were some areas, and Lloyd has articulated them, between the 12th green and the retail shop along the fifth and sixth holes on the other side of the pond towards the lake. We have been maintaining and we will continue to maintain just because our equipment is out there and running and it's continuous. Not so on five or six where Yellowstone would have to bring its own equipment across the golf course. We agreed to do that. What's happened is Dave had just been maintaining that all along, but it's getting labor-intensive to maintain those flowers coming into the entryway. Now, we're talking about the flowerbeds on the right-hand side coming in. Which is the same agreement we have the CDD 2 on the West. Those flowerbeds, the entryway flower beds are maintained by the CDD, not the golf course. Now, while it might not be in writing or anything, the map was drawn out, we wrote it with your staff, we wrote it with Yellowstone, we agreed on the areas. The issue right now is that we had been maintaining that area from the lake to the road coming in, all along. We will continue to do that but we don't have the personnel to maintain the two flowerbeds through there. The choice to take them out is certainly one that you can make. But I would just caution you that those are two very attractive flower beds when maintained which enhance your entrance. But if you want to take it out, then that's clearly up to you, but that's it. If you have any questions, I'll be more than happy to answer them for you. But there has been no nickel and diming. There's nothing that's been asked of CDD 1 to do on that golf course tract and I use the green space or the golf course that wasn't in the initial understanding and agreement when we sold the green space back to you and released the golf course. We lease the opportunity to run the golf course on your property.

Mr. Plummer: I appreciate your explanation. I think that goes a long way for the understanding of what we're talking about here. I think we just need to decide what we're going to do with the palm trees as far as maintaining them and the flower beds that are underneath it and move forward. Thank you, Bob.

Mr. Realmuto: That was a confirmation that we maintain the rest. They'll pay the mowing, he just confirmed that.

Mr. Plummer: The only thing that we need to decide is what you want to do with the flower beds underneath it.

Ms. Landgrebe: We are talking about the main entrance near bocce?

Mr. Howison: I don't know that that has to be decided today.

Ms. Landgrebe: I'd like to go look at it.

Mr. Howison: It's a subjective observation. Christine and I went down and looked and Christine said she thought that the shrubs looked like heck and I agreed, and for \$200 bucks we could pull them out. Not the jatropha, because that still is looking pretty good. But I don't know that we need to necessarily make a final decision on removing those shrubs today. But I think we've determined that we're able to do the trees.

Mr. Plummer: If we're in agreement that the shrubs are not looking good, why would we not go ahead and do that?

Mr. Howison: Well, I don't know that we're in agreement though. Debby hasn't seen them.

Mr. Plummer: They're not good.

Mr. Howison: They're not pretty.

Ms. Landgrebe: They look bad?

Mr. Plummer: Yes.

Ms. Landgrebe: Okay.

Ms. Wells: The weeds are growing up.

Mr. Plummer: Yeah, the weeds are growing up. It's just really not good.

Ms. Landgrebe: And this is where we would put sod. Do we know how much sod it would cost?

Mr. Plummer: You said Dana would take out the shrubbery for \$200.

Ms. Landgrebe: Right. But what happens then where those holes are or whatever.

Mr. Plummer: Good question.

Ms. Wells: You have to put a shale or something similar or grass, whichever you guys want.

Mr. Plummer: Shale.

Ms. Wells: Yeah, there's shale in there now. When you move those bushes, I would just recommend putting shale back in just so it looks cohesive as you go down the boulevard.

Mr. Realmuto: Dana is that same material available?

Mr. Bryant: Yes.

Mr. Howison: Why don't we table the actual action until next month? Dana, you've quoted removing the bushes, you can give us a quote then for putting shale back in there and if sod is necessary. I agree with Steve. It'd be great to work with the golf course to do the sod or whatever in one fell swoop. But you could probably do that.

Ms. Wells: The sooner, the better because I get complaints on a daily.

Ms. Landgrebe: Instead of pushing this off another month. Dana, can you give us an idea of not to exceed so we get it done for like \$100?

Ms. Wells: It's three beds, the fourth with shale.

Mr. Realmuto: But only removing shrubs from one bed.

Ms. Wells: The fourth one, they probably need to put in some sod, to keep that shale from going down. It's happening to all the beds as you go along. You wouldn't need to remove those bushes there, but you would need to put something similar to what Bob and I talked about with the beds going further down is putting a couple of pieces of sod, we're talking very minimal sod. It's going to be just the area of the bed that borders the curve, just so the shale does not come down.

Mr. Realmuto: Well, what are we talking about? The golf course is going to do those on some of the beds. Then you talked about having Dana do it on the others for consistency.

Mr. Howison: I agree with you that Dana could do it for all of them, perhaps for the golf course.

Mr. Realmuto: It doesn't matter.

Mr. Plummer: Yeah, whatever they do is on their own time schedule. If we want ours done now then we need to do it now.

Mr. Howison: Anyway, got an idea?

Ms. Landgrebe: What are we talking about?

Mr. Realmuto: I think he needs to know exactly what you're asking them to do before he can give you a number.

Mr. Howison: Well, pull the shrubs, put in shale.

Mr. Costello: It's going to grow up through the shale.

Mr. Realmuto: It's been there for 22 years as it is.

Mr. Zelazny: I believe there's two beds on the right-hand side between the gate and the end of the lake. I believe there's two.

Mr. Howison: There's four if you count way back by that first pond and then the last one at the end.

Mr. Zelazny: Just to clarify, we're not taking up one bed we're talking about-

Mr. Howison: Multiple, yeah.

Ms. Carpenter: Should we get proposals for next month so you can consider what it is you want to do?

Mr. Plummer: Yes.

Ms. Carpenter: Yeah. It sounds like we are spinning wheels.

Mr. Costello: Yeah. I don't think we're going to make a decision here right now so the best thing we could do is that.

Mr. Plummer: It doesn't appear to.

Mr. Howison: Christine is just going to have to put up with a complaints for the next month.

Mr. Bryant: We'll clean them up. I'll clean them up. We will figure it out.

Mr. Costello: Thank you.

Mr. Plummer: I'm sorry, I didn't hear what Dana said.

Mr. Bryant: I said I'll clean them up.

Mr. Costello: Okay, then we'll talk about it next month. Next on Matt's agenda.

Ms. Wells: Any other questions on this report that I can attempt to answer? If not, it just goes into the quotes for the boulevard refurbishment which Dana is here for, you guys should have received a picture of the conceptual drawing of what was recommended to go into the center area. We talked about this back in 2021 and we added it to the capital projects to be considered for the fiscal year this year. Correct me if I'm wrong, I want to

say there's about \$27,000 in the budget or a little under for the boulevard landscape refurbishment.

Mr. Realmuto: We're in the fiscal 2022 year, I think?

Ms. Wells: Yes. Dana, do you want to tell them? You have my papers.

Mr. Bryant: I know. I'm burning them.

Ms. Wells: No, don't burn them.

Mr. Costello: Matt always went a lot quicker than you are going right now.

Ms. Wells: He's on his way back now. We can wait till he gets back if you like.

Mr. Plummer: If Matt was here was here, we'd be at lunch by now.

Mr. Costello: We could have bailed him out. Next time we'll just bail him out.

Ms. Wells: I told him about paying the \$100 fee for him.

Ms. Landgrebe: I like Matt's pictures on the two ponds and the difference in them. What was done differently to make that happen and do we need to do that at the other ponds or remember this for next year?

Ms. Wells: Nothing was done differently. It's the same every two-week application, it just takes time. What you're seeing is just it's taken time, it's taken a couple of months to get to where it is now. They didn't do anything different though.

Ms. Landgrebe: Thank you.

Mr. Realmuto: Are those the only ponds that were treated or are there others because I know we've gotten a lot of complaints about many of the ponds. I probably could produce a complete list here but my own neighbors keep talking to me about the ponds on Litchfield Loop also being an issue.

Mr. Howison: They are all being treated and Matt normally includes a list but he gets a report back each week of the ponds that were treated, and the relative or subjective observation of the condition of the ponds. I think to your point, the ponds around your area still are struggling, but if you think back to July, I think you'd agree that they are better.

Mr. Realmuto: I mean, this goes for all the ponds of the community. I just want to get a report on when they were last treated. I think they said they can be treated as frequently as every two weeks. This is a request, Christine, for Matt to include basically the date the ponds were last treated and that goes for all the ponds so that people know.

Ms. Wells: We can do that. I believe that someone had requested we take it out and only put in if there were issues. I think that's when it got out. I'll have him just add it, when they were treated?

Mr. Realmuto: Last treated, yes.

a) Quote Including Magnolia Removal

b) Quote Not Including Magnolia Removal

Ms. Wells: There's two beds within the boulevard that already has Japanese blueberries. As you're looking at this, you'll notice there are two beds out there that look similar to this as far as it has the same Japanese blueberry in the middle. The rest, I believe that's a total of eight, have magnolias, and then I will just let Dana talk about the pricing. You can see that it is basically removing everything out of the beds that have magnolias and replacing it with what you see here, which will be Japanese blueberry, Plumbago in between and Ixora lining the edge. Then we did throw in the rock here just because we have it in the front entrance, we have it in the clubhouse again, keep that cohesiveness going from the entrance to the clubhouse, and then mulch in the middle, which you can see on the drawing as well.

Mr. Realmuto: What is the unit, the quantity? What units are those? For rock its three.

Mr. Bryant: For rocks?

Mr. Realmuto: Yes.

Mr. Bryant: Three cubic yards.

Mr. Realmuto: Cubic yards? So for the mulch, it would be 50 cubic yards, right?

Mr. Plummer: Is this the same kind of rock that we had out here that wants to roll around?

Mr. Bryant: Well, we have the advantage because we're removing everything from the islands, we could bring the level down.

Mr. Plummer: Okay.

Mr. Bryant: We can literally create a barrier or a curb.

Mr. Realmuto: I'm getting a sense of Deja vu here too because I feel like we had the same conversation about the parking lot and it didn't happen. Are you guaranteeing us that you'll bring the level down enough that that rock won't leave the bed?

Mr. Bryant: We didn't have that conversation in the parking lot and we didn't do anything at the parking lot.

Mr. Realmuto: Okay.

Ms. Landgrebe: Over here it's because of the roots?

Mr. Realmuto: I'm sure there are roots from the magnolia trees here.

Mr. Bryant: That's why we're removing them all and stump grinding them.

Ms. Landgrebe: Christine mentioned the magnolias in the middle but there are also some that don't look great on the sides.

Mr. Bryant: One thing at a time.

Ms. Wells: We remove those as they start to decline. There are some that are really nice still out there, the ones in the boulevard are declining a lot quicker than those on the right side. We have removed a couple of those.

Mr. Realmuto: Did you say there were a total of eight islands?

Ms. Wells: Ten.

Mr. Realmuto: Total of 10, two of which already have the Japanese blueberry.

Ms. Wells: Yes.

Mr. Realmuto: The other eight would be under the first quote. Do you have a total amount here for that amount that is being proposed?

Ms. Wells: For all the Magnolia Islands, it's \$87,473.20. If you take the rock out-

Mr. Realmuto: Eighty-seven thousand what?

Ms. Wells: Four seventy-three and 20 cents

Mr. Realmuto: What you're looking at is a quote to do one island? Not all of them?

Ms. Wells: Yes.

Mr. Realmuto: That's that amount times 8, I assume.

Ms. Wells: If you remove the rock and keep mulch on the interior and along the area along edges, it brings it down to \$73,759.12. So it's \$13,714.08 to remove the rock. This is to remove the magnolia tree and stump grind basically the entire island, and remove the holly hedges, and then install the Japanese blueberry, install plumbago between the Japanese blueberry, install the rock. It doesn't say it on there, but where the Loropetalum is you replace with the Dwarf Ixora. Then the amount for the islands that already have the Japanese blueberry, it's \$15,128.50. If you remove the rock, it's

\$11,699.98. That's to remove the holly bushes, the Loropetalum, and replace it with Dwarf Ixora and put Plumbago in-between. Basically what you will see coming in the Boulevard is all islands would be the same, versus now you have a couple with magnolias.

Mr. Realmuto: To answer my own question, if you add the \$87,000 to the \$15,000, you'd be looking at a total project cost of \$102,600?

Ms. Landgrebe: Hey, Christine, can you send us the total amounts, please? It sounds like we should bite this a little at a time.

Ms. Wells: That is something that we've talked about before as well, is if we wanted to do a few at a time, we have to do it strategically.

Ms. Landgrebe: How did we miss the mark on this when we were doing budgeting and we only planned \$27,000?

Mr. Realmuto: We had gotten years ago a previous quote from Yellowstone, and that's what it costs to do all the islands, I believe. That's where that number came from.

Ms. Landgrebe: No.

Mr. Bryant: If he says so, but the only quote I have ever given you was in March of last year, and it was \$73,000.

Mr. Plummer: Are there other magnolias in every island?

Mr. Bryant: Eight out of the 10.

Ms. Landgrebe: They are horrible looking.

Mr. Plummer: They are horrible.

Ms. Landgrebe: So if we bit the bullet and did it all, where would that money come from?

Mr. Realmuto: Good question. It's not in the budget. I don't even think we have it this year actually.

Ms. Landgrebe: One island would cost \$10,000, so we'd have enough budgeted to do two.

Ms. Wells: Maybe do the Japanese blueberry. I don't want you guys to piecemeal it to the point of for three years it's going to get worse.

Mr. Realmuto: Why? Haven't we already piecemealed it with the Japanese blueberry being in 2 of the 10?

Ms. Wells: You can do whatever you like.

Ms. Landgrebe: One option is to do the Japanese blueberries, pull down the magnolias, grind them up, and put the blueberry bushes or trees in at every island, and that would be \$3,000 a piece.

Ms. Wells: For the Japanese?

Mr. Bryant: It does not work that way.

Ms. Wells: For the two Japanese blueberry, if you don't do the rock, if you're going to piecemeal, I wouldn't do the rock because it'll blend a lot better if you just keep it all mulch. It'd be \$11,699, so \$11,700 to do the two that already have the Japanese blueberry. Now that doesn't take care of the issue that the thing people complain about the most, is the magnolias, that they're dying.

Mr. Realmuto: The amount for the rock is the same in both quotes. Then since there are 10, it makes the math easy. Taking out the rock entirely saves \$17,000, basically. Is it true that there wouldn't be an additional expense, needing more mulch because you don't have the rock? We're assuming that we can just remove the rock and still get the job done, is that true?

Ms. Wells: The mulch is included in our contract.

Mr. Realmuto: Well, we're being charged for 50 cubic yards; wouldn't it take more mulch?

Ms. Wells: Not the interior, the sleeve around is what they currently mulch now. So you're just paying for the additional interior mulch.

Mr. Realmuto: Additional, got it. I'd like to suggest that this wasn't included in the fiscal 2023 budget we just approved at all. I don't even think the \$27,000 is in there, that this is not something we can prudently move forward on now. It needs to wait, and then when we consider how we're doing, and see how we're doing towards the end of FY 2023 and if we have the money available. I hate to use the full amount of the 15% assessment increase because that was supposed to last, I think a few years, but we'd be more prudent to wait until we see where we stand at the end of the year.

Ms. Landgrebe: But maybe there's some action we can take, because to wait, from \$73,000, we went to \$87,000 or \$102,000. By the end of the year, inflation could be even higher in cost.

Mr. Realmuto: It's not the same proposal.

Ms. Landgrebe: That's our gateway. I'm not saying, obviously, we don't have money for everything.

Ms. Wells: Dana did mention just now to me that you could, I don't know how much it would be though, just look at removing the magnolias and replacing with Japanese blueberry to start with, then start a piecemeal that way and then remove the hedges. I told him back, again, I'm not sure what's going to happen to the hedges when you remove the magnolias.

Mr. Plummer: Why don't we bring the price back, do that to the next meeting, just to remove the magnolias and replace them with the blueberry? Then we can make a decision on whether we want to do that going forward with the bigger project.

Ms. Landgrebe: Currently we have \$27,000 budgeted for that project.

Mr. Plummer: Why would you say that in front of Dana who's going to give us a price to do it?

Ms. Landgrebe: I know, but that's for the whole project.

Mr. Realmuto: It's more accurate to say we included \$27,000 in this year's FY 2022 capital reserve fund. But as you know, the capital reserve fund is hundreds of thousands of dollars lower than we budgeted because of the restaurant, and other expenses.

Mr. Costello: We knew when we set this budget that we were not going to be able to do projects that just came about all of the sudden. To look it over a \$100,000 right now, I just don't see where we can.

Mr. Plummer: I still would like to see a price to get the magnolias out of there and replace them with the blueberry and get that portion of it done. I realize that it's piecemealing, but it's at least getting the unsightliness out of there to start with.

Mr. Realmuto: In the vein of doing that at the lowest cost, I'm sure when you talk about getting them out of there, you talked about replacing them with the Japanese blueberry. That involves probably grinding the roots and all of that. Let me ask you a question; as a stopgap measure, short-term measure, not that we wouldn't move ahead with the full project, what about just cutting the magnolia trees down at the base, and removing them? Then as we can, could be the same year, in one or more islands, we eventually do the full project on an island-by-Island basis, several at a time, but as our

funds allow. What I'd like to see at least, I don't know that the other Board members agrees, at least getting a price on that sort of options.

Mr. Howison: So maybe we get two prices. Ultimately, I like this design. I think everybody does. Ultimately, I would like to include the rock and the whole thing. We get rid of those magnolias because they are miserable.

Ms. Wells: Dana and I did talk about cutting the magnolias down at the end of the stump and just planting the Japanese blueberry right next to it to not have to do the stump work. I have thrown some crazy ideas out to try and save you guys' money.

Mr. Bryant: We talked about it and thought about it, the problem is you already have two islands that have 5 Japanese blueberry. So if we removed the 5 magnolias on the other islands, and put that in between so you had 4, would anyone else notice? Does it make that big of a deal? You save maybe a thousand dollars per island. Plus a tree. You are not stuck grinding. There are some savings there, and there is a lot less Japanese blueberry. Is it possible? Sure. We could flip flop it and instead of having the 5 Japanese blueberry you have 4 Japanese blueberry and 6 Plumbago.

Ms. Landgrebe: They need a sequence or a pattern so we need to talk about that or do every other one.

Mr. Plummer: I think it is variety. It is the change. It is not necessarily changing the pattern. It adds a little variety to each bed as opposed to them being identical.

Mr. Realmuto: I think the point is to do anything short term there is going to need to be lower cost, and if we can have an incremental plan that we like then that would allow us to do something sooner.

Mr. Plummer: At this point we are obviously going to kick this can down at least a month. That gives Dana a month to do his magic and come in with something that leads us down the path to get us where we want to be but at a smaller scale.

Ms. Wells: Matt is done.

Mr. Plummer: Thank you, Matt.

Mr. Howison: Dana, thank you for this.

E. District Manager's Report

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

Ms. Burns: I have nothing specific to report but I would be happy to answer any questions that anyone has.

Ms. Landgrebe: I do have a question. Someone mentioned to me that the reserve study needs to be done every five years and that it is the law.

Ms. Burns: There are no laws required for CDDs to have a reserve study.

EIGHTH ORDER OF BUSINESS

Financial Report

A. Combined Balance Sheet

B. Capital Projects Reserve Fund

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

D. Approval of Check Run Summary

Mr. Plummer: Next item is financial reports. Are there any questions? If not, I would ask for a motion to approve the check run summary.

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

NINTH ORDER OF BUSINESS

Public Comments

Mr. Plummer: Next item is public comments. I see one, Kathy?

Iris Realmuto (Resident, Blackmoor Lane): I would just like to suggest that we go through and continue with the recycling. That more effort is put into the clubhouse garbage labels to clearly say recycling so that if we are going to pay for them, we at least do it.

Mr. Plummer: Thank you, Iris.

Brenda Jackson (Resident, 4167 Muirfield Loop): I want to speak to the Ashton Club improvement. Not that I am in disagreement about how the magnolias look, but it raises another question I had considering the power washing stripe of our curbs. First impressions speak the most. When you come in and see our dying trees, you also see the blackness building up. I went out and looked at some and put my finger down and scraped some off.

Ms. Landgrebe: I actually asked Christine to look at the cost to power wash on Ashton Boulevard and the front here, and additionally what it would cost the community. I think we would be shocked at some of those prices. So we are looking at it.

TENTH ORDER OF BUSINESS

**Supervisor Requests / Supervisor
Open Discussion**

Mr. Plummer: The next item, Supervisor's requests or open discussion. Does anyone have anything? Hearing none,

ELEVENTH ORDER OF BUSINESS

Adjournment

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


Secretary / Assistant Secretary


Chairman / Vice Chairman