

**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, **December 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:

Lloyd Howison	Chairman
Brenda VanSickle	Vice Chairman
Steve Realmuto	Assistant Secretary
Mike Costello	Assistant Secretary
Debby Landgrebe	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Jan Carpenter	District Counsel
Christine Wells	Community Director
Alan Rayl	District Engineer
Matt Fisher	Operations Manager
Jose Romero	Yellowstone
Pete Whittman	Yellowstone

The following is a summary of the discussions and actions taken at the December 19, 2022 Lake Ashton Community Development District 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. Howison: Next is approval of the meeting agenda. If there are no changes I will ask for a motion to approve.

On MOTION by Mr. Costello, seconded by Ms. Landgrebe, 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. Howison: Public comments?

Ms. Burns: I have a few sheets here. First is from Lou Jean Steenberg. Come on up. Up next will be Jim Abney.

Lou Jean Steenberg (Resident, 4196 Dunmore Drive): When I saw the agenda item of staffing level, I wanted to come and ask, since you've been re-bidding contracts lately, I've noticed that within at least 10 years you have not re-bid the management contract for our community. Before you consider any increasing in staff levels, which I think is probably what this item is about, I would suggest that you take a look at this contract and consider re-bidding it. Thank you.

Ms. Burns: Jim Abney and then Kristy McKibben.

Jim Abney (Resident): Good morning. Just a brief bio of myself. I've been in the restaurant business for 30 years, retail. I was a landlord and still I am a landlord, and so I'm very familiar with businesses and what it takes to be successful. I'm a Vice President of Operations for a multi-billion-dollar restaurant company in California, Regional Director of Operations for the Midwest, for Denny's restaurants and on and on. Writing leases, reading leases, negotiating leases for both individual restaurants, stand-alone facilities both and in strip malls. So I understand the process and I understand what it takes to be successful to do that. One thing I would recommend is make sure that as you make a decision for the restaurant, that it's not based on a popularity contest, it's not who prefers McDonald's versus Burger King or Wendy's versus Taco Bell. It's not a popularity contest. Your main responsibility should be, and I think it is a fiduciary responsibility to the community, to Lake Wales CDD 1. As you get ready and as you review the restaurant proposals in front of you, I think you should ask the following questions. Who has the best business plan? Who is willing to sign a long-term lease? Who has the most experience? Who is most likely to pay their rent? It's a business decision. While certainly the

preferences of the residents should be taken into consideration, ultimately, you are responsible to every resident, fiduciary. When it comes to expenses, when it comes to money, that I believe is your ultimate goal. You're never going to make everybody happy. Whichever decision you make, there are going to be people who wish you would've gone with the other company, or if you decide not to go with any of these companies there'll be people that say you should have gone with one of them or that you should have scrapped them all. You're never going to make everybody happy. But please just keep in mind your number 1 goal and your number 1 objective and your number 1 responsibility is financially to the community.

Ms. Burns: Thank you. Kristy McKibben. Then the last one is Sue.

Sue Marino: Thank you very much. Marino.

Kristy McKibben (Resident, 5581 Hogan Lane): Good morning. I was part of the restaurant's focus group, if you will. I will take a quick three minutes to redefine the process as I saw it and give you an opinion, and that's what this is about, of course. I may sound redundant to what Jim just said, but we work together and that's probably why. A group of about 15 of us were selected, many of us have spent dozens of hours working on an RFP and bringing it to fruition. We brought information, ideas, and opinions, not just opinions to the course of the process over about four months. We developed a survey to include the community's input into the RFP process. It was a pretty wide net that we cast. Though there was advertising, it was in a tightly contained regional area because we didn't give ourselves enough time to go out beyond this 50-mile radius with an RFP request, and we could have gone to trade magazines had we been given a little bit more time. But we were urged to move quickly. We received only three responses and that only of those three, two continued through the final process. If I were in a buying position in a major corporation which I have been, I would not consider that enough of response to choose. I would have gone back out again. The RFP required, among many other things, operational information and history, menu and pricing plans, and the financial ability to create and maintain a restaurant during the inevitable highs and lows. That's a very important point as you all I am certain feel. We have only two serious submissions and one is from an operator currently running a successful restaurant. The other is from people who would like to run a successful restaurant. I'm most concerned that we sent

out a popularity survey using menus submitted from the actual operator and a hypothetical menu from a non-operator. Many people I've spoken to tell me they voted purely on the content of the menu and the pricing. It was also pretty, some of them commented, "One of them was really pretty." They had no access or so they say to other information, they didn't even read the email that was sent out with this information that they were asked to vote on. They just blindly answered the survey. Though none of us want to wait for a restaurant to open in our space, I'm absolutely positive that none of us want to see another restaurant fail. This is a case where pushing to get something, anything might just land us right back where we started in June. If we don't follow the guidance of the information and the work product from this focus group, then what was the point of it anyway? So I don't know what the results are from the recent survey since it was just sent out, but it was just one aspect of the process. It was not the entire process, and I fear it's going to be given much heavier weight than it should be. I hope the Board will not use the menu survey as they're defining guidance in selecting this restaurant, and I feel that it wouldn't be a major error in judgment. I would suggest that if we're not completely satisfied with our current options, that we develop a broader approach and go back out with a refined RFP. It may not even need to be changed. It just needs to be more widely distributed to a different audience. Yes, it would delay the restaurant opening, but we've already missed the hot season. It's not going to change a lot in that respect. All of us are impatient for a place to go and eat, but we've got options for a while. We were told when we started this process that we wanted to get it right, and if we're absolutely not certain that we're getting it right, we should refine our approach. I am really one for rules and I understand that the RFP bid time was closed, but I feel like none of us really want to cut off our nose to spite our face.

Ms. Burns: The last one is Sue Marino. Come on up.

Sue Marino (Resident, 4269 Berwick Lot 250): I have two items. Several months ago we were away. I wrote a letter explaining how I feel about charging an amount to support the restaurant. I know it was read. I never had a reply. No one responded to me. Now I will do it again. You can't survive in a community like this, a restaurant, unless we support it. I'm suggesting that we charge \$300 and its credit, and I know we can't do it for the West. But if we do it for the East and give them 10 percent, it might make people on

the West want to do the same. You can't get it, this restaurant to work. I don't care who we get in. We're a small community. I know they pull some people from outside but we see June, July, August, even September the numbers are very small. This way it would support the restaurant. Also it is an amenity. I don't feel we should charge them rent, utilities, yes but not rent. Thank you very much.

Ms. Burns: We would now go to the Zoom line, if anybody on Zoom line has a public comment, you can use Zoom's raise hand feature to be called on now. I see none.

Mr. Howison: Thank you for your comments.

FOURTH ORDER OF BUSINESS

**Consideration of Minutes from the
November 28, 2022 Board of
Supervisors Meeting**

Mr. Howison: The next item on the agenda is consideration of the minutes from the November 28th meeting.

Ms. Burns: These came out a little later than usual. We had less time in between the last meeting because it was moved back from the holiday. If the Board needs more time to review, there's no problem with tabling that. I know they came out later.

Mr. Howison: Any discussion?

Ms. VanSickle: I think I read the minutes on the phone on a plane, and I think they were very good, except there was a little confusion between Christine and Kristen and Debby and I but I think the facts remain the same.

Ms. Burns: There was actually one comment that we did receive from counsel of two of those changes that we made in the signed version of just assigning it to the right person.

On MOTION by Ms. Landgrebe, seconded by Mr. Realmuto, with all in favor, the Minutes of the November 28, 2022 Board of Supervisors Meeting, were approved, as amended.

FIFTH ORDER OF BUSINESS

Restaurant

A. Review and Selection of Restaurant Proposals from:

I. Ann Abraham-Heaton & Jeff Heaton

II. Nik Minadakis (Charm City)

Mr. Howison: The next item on the agenda then is review and potential selection from the restaurant proposals. I'll open it up to discussion from the Board.

Ms. VanSickle: If you don't mind. I've been on a couple of these decision-making processes as we know, we haven't had a successful restaurant yet and we're still looking to change that. I really appreciate the comments that were made. I think our focus group did an excellent job on this and they gave us a lot to think about. One of the things we've heard mentioned is going out further for a bit. Once we had two successfully operating restaurants, we hired a restaurant consultant to come in. The decision they made was for the local one because they had the contacts, they knew where to get the staff, and they were familiar with the area, they went local instead. I considered them fairly equal, the restaurants both capable. That's a little bit of concern that would stop me from going further. I think we've got two proposals we still have, we lost one. I think it needs to be a business decision, we need to look at the restaurant that's currently operating. It may be different from what we've done in the past, but what we've done in the past has not worked, it may be time to try something different. We have a successful operator that operated during COVID. His staffing is a little bit different, but it's worked. Maybe we need to give something a try, for a restaurant to be successful our residents need to support it. I think any operator that's worth anything is going to be able to adapt to what this community needs or I would hope so. I'm ready to go with what we have. I would recommend Charm City because I think they're willing to do this long term. I think they've proven their proven commodity is not a plan, they offered to make adaptations to the menu as requested. I think once we make a decision, like we said, we need to back out, and it's between the residents and the restaurant. I think it would work better and we need to treat it as a restaurant, and I do believe we need a lease. I think in the past, we've given it away, and there has been no buy-in from the restaurateur. Our community, Lake Wales side, has lost quite a bit of money over the last couple of years. I would like to make it a very reasonable lease. If it covers the taxes, I'm happy. I think we should pay for the

utilities and anything that we want expected, the inspections and keep it very simple, very basic, very clean so we don't have a lot for Christine to follow up on.

Ms. Landgrebe: I'd like to say something as well. Well, folks, this has been quite a journey. Our Board has been entrusted to find a vendor to lease the restaurant area. Our due diligence has been done with the great help of staff and our restaurant focus group, and we do thank you all very much for your help. Our Board has said we will strictly be landlords, everyone, our Board, staff, and yes, even our residents must fight the urge to tell the lessee how to run their business. Our only involvement will pertain to contractual compliance. The lessee is responsible for within the four walls, so to speak. Our decision should be based on who is most capable of success and longevity? Who has current insight into the habits of seasonality and the buying market? Who can best leverage distributors for goods and services? Who is familiar with the current challenges associated with staffing and can they access this? Are they able to utilize the labor pool to staff Lake Ashton? These are the questions we must answer objectively and vote accordingly. This needs to be a business decision based on a landlord lease agreement. Based on the information I have reviewed, the site visits I've performed, the conversations I've had with various members of the restaurant focus group and other residents. I believe Charm City is more than capable of running a successful establishment here with longevity.

Mr. Costello: We have had two members come up and speak for the Board. Both of them have quite a bit of experience in the field. Between the five of us, we've all eaten in restaurants and that's about as far as it has got. It has been suggested that we look outside of this area and try and find somebody. We have one person looking to get in here who has a good record as far as business goes, but his menus are definitely limited, as far as for a 55 and over community. The other group, hasn't been in the business for some time now, which we know how quickly everything changes in every part of this world. I can only imagine how fast it changes in the restaurant business. Personally, I think that we should maybe we should redo the RFP and put it out to a larger territory because I don't see either one of them coming in here. I foresee that one could come in here, and be successful, but it would be successful for people beyond the gates instead of inside the gates.

Mr. Realmuto: I agree with most of what my fellow supervisors have said and what the members of the restaurant committee have said in terms of our responsibility, first and foremost, we have a fiduciary responsibility, but that fiduciary responsibility is for more than just choosing the restaurant that we think is going to have the best chance of being successful over the longest term. Regardless of how the lease is negotiated, we will be subsidizing it for varying degrees. We're doing that because we want a restaurant here at Lake Ashton that serves the greatest number of our residents. It would potentially be possible to choose a restaurant that is the most financially viable and only have 20% of our residents eating there. In my mind, that might not be success. I really feel like we're ignoring the elephant in the room. It's not to say that I disagree with the choice based on everyone I've talked to. I agree that that seems to be the most viable choice, but I do think we need to release the results of the survey. I'm surprised no one's asked about that. It's public information any of you can ask for it. The information we have before us and this is only one aspect. I agree that it should not be a popularity contest. We have a lot more information available to us that we would be basing our decision on, than the residents did in answering that survey. Nonetheless, the results of that survey were basically just over 22% favoring Charm City and almost 78% favoring the Ashton Tap and Grill, Jeff and Ann Heaton. We can't ignore those numbers, and if we look behind them, we see there were two primary concerns that residents raised. One was essential in the biggest by far was the menu, 349 of the roughly 646 respondents indicated they preferred that menu. Now, I read each and every one of those comments as I'm sure most of you did, it was clear that a lot of people had not actually read the email or understood what menus were being proposed by each vendor. Nonetheless, there was a clear trend there. There is a concern essentially with the menu put forward by Charm City. The other top issue that stood out in my mind was the 112 respondents that preferred and pointed out the strong management and likely to succeed of Charm City. They felt that would be much more viable. There was a fair number that actually raised issues or concerns, possible issues with the Ashton Tap and Grill's viability and the ability to actually offer that menu. Anyone can print the menu with prices, actually offering it and being able to succeed in business is another story. Those are the two issues we need to resolve and I don't think we should ignore them. I personally, would like to give each respondent I don't know if

they're both here. They were offered the opportunity to come I know that. I don't know if they are both here. I feel like we would be making a better decision if we heard how each of the respondents responded to the biggest concern with their proposal for the Ashton Tap and Grill, that would be essentially their viability or being able to deliver what they propose in the menu, and do they have the financial resources to be able to do that in this time period. For Charm City, the issues were with the menu and I guess I have also skipped over the counter service. That was actually the largest. I think a lot of our residents may misunderstand what you're suggesting there, but clearly 168 of them said they don't want a restaurant where they had to stand in line and go up and order. Some of the individual comments raised valid issues like, well, what happens when we're having a show here and everyone's coming at the same time. They didn't view that as being a viable method. I would like to hear how the proposers respond to those, what I believe are legitimate concerns before we make a decision.

Mr. Howison: I'll jump in and raise a couple of more points. Steve did bring up the survey results. They were heavily skewed to the Heaton proposal. As he said, menu options, but also the two other things that seem to drive people were full service and breakfast. Those that favorite Charm City, as Steve said, experience name recognition in the area, so the ability to draw people in from outside. Then some people prefer that menu. I had concerns in both cases about the ability of the respondents to deliver the entire menu because the supplemental menu items that Charm City offered were also pretty extensive. I would tend to agree with Mike at this point that based on what we have, it might make sense for us to consider at least sending the RFQ out to a broader group. Still inviting the two current respondents to resubmit and perhaps rethink what they're doing, but what I will do is open up for discussion among the Board. If we want to offer the two respondents the ability to clarify more or to speak to the point Steve raised, I would strongly urge that we limit responses to no more than three to five minutes, but if we do that, but what are the thoughts of the Board?

Ms. VanSickle: My thought, I don't see a need to put them on the spot right now. I think they both said what they've said. But one has a plan, one has an implemented restaurant. I'm sorry. I've got to go with the known. What we've done in the past has not worked. We've gone further. We haven't gotten anything. We've got two viable proposals.

I think it'd be a slap in the face to ignore them at this point. That's just a personal opinion. They're here. They've gone through the process. They both have taken time out of their day to come today. They both spent a lot of time and effort on what they've offered us. I think we put the choices before us and we need to make it.

Ms. Landgrebe: I agree with Brenda. I feel like if we go through this process and throw the RFPs back out, there is no guarantee that anyone will come. This community does not have a great reputation when it comes to restaurants. We've tried the unknowns, we've tried resident run, we've tried lease, we've tried. We have viable options here, and it's time to just bite the bullet or we've run the potential of losing two candidates.

Mr. Howison: The question is and Brenda answered that. Should we be bringing them up to speak now?

Ms. Landgrebe: My opinion is menus are just a small segment. Anyone who's in the restaurant business will know very quickly the need to make the change. I think we've received the options. We know pricing is contingent on what the prices are out there.

Mr. Howison: Do I understand you would say no.

Ms. Landgrebe: I'm ready to vote.

Mr. Realmuto: I would like to say that I believe we should hear from them if they were willing to respond. Frankly, my vote might be different for either of those two or delaying based on their responses to us. We have more information before us, we did the survey for a reason, not to entirely ignore it. I understand that it's not the sole decision point, but I think it tells us something and it's not all about the menu. It's about the counter service as well. I believe if Charm City could respond to how they would address that concern about being required to use the counter service, that could have a big effect on their success and the number of people that percentage of Lake Ashton residents patronizing them.

Mr. Costello: Well, you somewhat gave your hand away by letting them know that people weren't happy with going on up to the counter. I'm sure that anybody who came up here to represent them would say, oh, no, we have service.

Ms. Landgrebe: But he said that at the previous meeting. If you go to multiple restaurants, they have the kiosk at the table and you place your order there.

Mr. Howison: Let's let Mike finish.

Mr. Costello: What it came down to was the fact that he went away from it and now he's come back to it. He's going to come back and I can only imagine said, you're going to sit them in and they're going to give you service. I don't know if we have all the information that we could ever ask for from the two of them.

Ms. Howison: Let's move forward with the vote. What do we have?

Ms. VanSickle: I move we go with Charm City.

Ms. Landgrebe: I second.

Mr. Howison: We have a motion by Brenda that we go with Charm City and a second by Debby. All in favor? Michael?

Mr. Costello: No.

Mr. Howison: Debby?

Ms. Landgrebe: Yes.

Mr. Howison: Steve?

Mr. Costello: It's a hard decision.

Mr. Realmuto: It is very, and I really wish we could have heard from them. I have to say no.

Mr. Howison: Brenda?

Ms. VanSickle: Yes.

Mr. Howison: I hate this. I say yes.

On MOTION by Ms. VanSickle, seconded by Ms. Landgrebe, with Ms. VanSickle, Ms. Landgrebe and Mr. Howison in favor, and Mr. Costello and Mr. Realmuto opposed, the Selection of Restaurant Proposal from Charm City, was approved 3-2.

Mr. Howison: The Board has chosen Charm City, and so we will direct our counsel to begin lease negotiations immediately.

Ms. Landgrebe: Can we discuss this a little? This can be very hard to say. Jan, I know you're going through a lot of different things right now. Personally, I feel like your focus should be with your family. But I also, like other Board members, have not been pleased with previous leases or contracts in regards to the restaurant. I think it may serve us better to have someone in your office that maybe has a lot, can really be focused

understand where we've been, what we've been through, where we're going and be more actively participating in a better contract than what we have seen in the past.

Mr. Howison: Let me interject something if I may. Jan and I have spoken. What she has done thus far is to strip down the lease agreement to a peer lease. She does have an entire firm behind her, and we have been assured that she will engage any of those that need to be engaged. We should remember that Jan's background is hospitality restaurant. I would suggest that we just leave it to the firm to develop the draft lease, bring it to the Board, and on to Nick for review and comment. Then we'll begin to tweak that thing. I would like to move this thing along quickly, but we obviously cannot approve anything before the next Board meeting.

Ms. Landgrebe: Well, two thoughts. One is Nik going to engage, and then second, whether it makes sense to have someone like you as the chair and maybe one or two folks from the smaller focus group be part of that.

Mr. Realmuto: I'd like to get a word in it if I may. First of all, congratulations to Charm City on winning the Board support. We all wish you well and success here. I do think what we need to do at this meeting is establish the framework for negotiating that lease, and that should clearly involve one supervisor, perhaps our chair, as well as to rely on the expertise of the members of the restaurant committee in formulating that. I think we need to discuss perhaps briefly, a little bit of the framework to give them some guidance. I think we may have done it in the past. I think there's a lot of flexibility there, particularly in the early days of the lease, but I think this Board has discussed previously that the goal should be that we support the amenity in many ways, the facility and all of the important things like that, but we have a desire for the lease to cover the increased operating expenses of when a restaurant is operating there. Those include first and foremost, real estate taxes, utilities. If we directly bill utilities like propane. But it also includes other things we said we would do and take on the responsibility for in order to avoid micromanaging the restaurant, rather than be sure they're doing the required fire inspections or grease cleaning. We were going to build that into the cost of the lease. Those are the general parameters of direction I would like to see the Board give those negotiating the lease with the lessee.

Ms. VanSickle: I agree with what Steve just said, but I'd like to come back to Jan. I worked with Jan for many years and I have utmost confidence in her abilities. I realized during the last lease, you may have taken a lot of heat for it, but I don't think you were as involved with it. I think it was a different dynamic. I think we need to start relying on our staff to do the job that we pay them to do because they're very capable, and they do it very well. I think sometimes when, and I'm not knocking you, Mr. Chair. I think when one person is assigned to do something or gets overly involved and tells staff to back-off, I think we get into trouble. I think that if they're not doing the job then we do need to bid it out. Quite frankly, I'm very comfortable with our staff.

Ms. Carpenter: Thank you. I will have Kristen or Jay take the lead, and I'll just make sure that the history is all there. But we have a lease that has been used in a number of other very successful restaurants, and we have broken it down to take out all the management type issues. I think we'll have a small or short clean lease and this discussion is helpful to know where we're starting and Lloyd's already looked at the lease briefly. I think we'll be in good shape to get it done quickly.

Mr. Costello: One of the biggest problems we've had is not only when they're here as far as what our costs are, it is when they leave. We have had people leave us with cleanup bills that were unbelievable. We need protection to know that who's ever in that restaurant, should they decide to leave that they're going to leave on good terms, and they're going to give us a clean operation when they leave.

Ms. VanSickle: The security deposit. I think a lot of times you've given away the farm. I mean, we want a restaurant here. We want to make it as convenient, and as easy on them as possible, but there has to be a buy-in, and we've got to know that they're up for that task and they're financially stable to do it.

Mr. Howison: Based on those comments, I tend to agree, Brenda, that we have staff that can carry the ball for a lot of this. I wonder if in the next, I intend to leave town on Wednesday if I can. I can move it back a day if I can't, but I'd like to get an initial meeting set, and I would take part in that meeting. Then from that point, we would count on staff to work with your partners and hopefully come up with a draft for the Board to take a quick look at first week, second week, latest of January. Our January meeting is not till the 28th or 29th. That's way late because of Martin Luther King Day. I think that we

might be able to be in a position to approve a lease and get it executed, which would allow Nik to move quickly toward.

Ms. Burns: January 23rd.

Mr. Howison: 23rd.

Ms. Carpenter: That sounds good. Why don't we plan to talk Tuesday some time to go over parameters, and then we can have it drafted and ready for the Board to look at.

Ms. Landgrebe: Will that meeting also include members from the focus group?

Mr. Howison: It wouldn't hurt. I think at least one, and I don't know if Jim would be willing. He did indicate that he had.

Ms. Landgrebe: Brenda?

Mr. Howison: I don't want to go crazy. I don't want to involve too many people. I would ask them to pick one. Then Christine, if you could set something up for tomorrow. I've got a couple of times that I can't do it, so I'll let you know after the meeting.

Mr. Realmuto: My only question is delaying until the next Board meeting to actually approve it because I'm sure there are commitments that Charm City wouldn't be able to make until they have an official approval. I'm just wondering if there might not be other ways that we could do that. I'm not trying to rush things. For example, we have a joint meeting. I think that's a week or so before our meeting. Could we continue this meeting to there for the purpose of approving the lease?

Ms. Burns: The joint meeting it is only the Friday before the Monday.

Ms. Landgrebe: Could we do it the second week?

Mr. Howison: We could continue this meeting to perhaps the second week of January, which would be the 9th or the 16th. Or it doesn't have to be on a Monday actually.

Ms. Landgrebe: Well, I think this 16th runs to Martin Luther King.

Ms. Carpenter: The 9th is pretty tight if they're going to have time to look at it. If we want to have everybody take a look.

Ms. VanSickle: You mean us taking a look or Charm City taking a look?

Ms. Carpenter: I think both. I mean with the holiday, that's tough if they're going to have an attorney or somebody review it. Can we move the 20th or 28th meeting up?

Ms. Burns: It is the 23rd.

Mr. Howison: 16th?

Mr. Costello: 16th is a holiday.

Mr. Howison: I've done that twice now.

Ms. VanSickle: 30th, I've got jury duty so that's not a good day.

Mr. Realmuto: We've been trying to stick with the Mondays, I think, but what if we moved to a different day of the week?

Mr. Howison: What if we did the 17th? You could be remote if you had to.

Ms. Burns: We could during the afternoon, like 1:30.

Mr. Howison: Yeah, I'm good with that, I don't know what that looks like to you guys. 2:00 PM on the 17 of January.

Ms. Burns: Just to be clear we are replacing the 23rd meeting to the 17th, we are not intending to meet twice in a span of a week.

Mr. Howison: Can we do that? Don't we have to advertise it?

Ms. Burns: We have plenty of time to do that. Alternatively, If you don't want to pay to advertise, we could continue this meeting as long as you are not adding new agenda topics, so if anybody doesn't have anything to add and we are sticking with the restaurant items and generalized items from here, we can continue that meeting.

Ms. Landgrebe: Couldn't we just do the restaurant because if you're starting at 2:00, is that what you're saying?

Ms. Burns: Yeah, I mean, I don't know of any other topics that we have.

Mr. Howison: Let's continue the meeting to the 17 for the purposes of the restaurant lease only and then we'll still do our meeting on the 23rd, is that what you're saying?

Ms. Burns: Twice in a span of a week?

Mr. Howison: Yes. We really get along well.

Ms. Landgrebe: Now would that involve Charm City being part of that meeting on the 17th?

Mr. Howison: It's a public meeting, they will be welcome to attend.

Ms. Landgrebe: I would like to bring one more thing up, one of the residents mentioned about a potential assessment to CDD residents, do we want to at least yay, nay, table or discuss?

Mr. Howison: I think we should discuss at some point. I would be a strong proponent of that, I don't know if we could get it done and I wonder if there might be an alternative that will be a more voluntary thing if you are willing to pay some amount of money upfront you will receive that 5, 7, 10 percent discount on all meals going forward, there may be some things that Nik and his team will consider. I don't know about the viability of that assessment. I love the idea, I just don't know that it's viable.

Mr. Realmuto: Aren't we getting a little ahead of ourselves here? Again, micro-managing their business, they have various programs to bring customers back and keep customers engaged. I'm not even sure it would be legal.

Ms. Burns: I think the idea of charging was when the CDD was operating the restaurant. This is an outside entity that would be running a profit, and we would be running an assessment. I'm not sure that's an option.

Mr. Costello: One of the things that we've been told over the last few weeks is the fact that this is strictly a rental operation. We're not involved in this in any way, shape, or form. Now if we turn around and we start telling our people that you're going to have to go to this restaurant, believe me, we're going to get a lot of push-back on that.

Mr. Howison: Okay, that's settled.

Ms. Landgrebe: Yeah, I just wanted to bring it up since a resident asked.

Mr. Realmuto: Before that little aside, I think what I heard was either direction or motion to continue this meeting as Supervisor Howison said.

Ms. Burns: We can do that when we get to the end of the meeting instead of adjourning, we'll make a motion to continue to a specific date and time so we can handle that at the end. I did make that note.

Mr. Howison: Any more discussion around this topic?

SIXTH ORDER OF BUSINESS

New Business

A. Update on the Joint Amenity Facilities Policies *(requested by Supervisor Realmuto)*

Mr. Howison: Moving on to new business. Update on the joint amenity facility's policies requested by Supervisor Realmuto.

Mr. Realmuto: Okay. So I added that to this agenda to give you folks a chance to comment on the latest draft of the joint amenities policy prior to us coming into the joint

meeting. What you have in the agenda packet before you is what the joint amenities policy committee worked on to incorporate all of the comments made at the joint meeting and I believe it does that with one exception and that's why you have a single page in front of you. During the joint meeting, we spoke extensively about things like the golf course and restaurant being independent business operations that basically were outside of this policy and I think Christine and I reviewed the recording of that meeting. The one thing we missed was on page 6 where we talk about the fees and debts owed to the District. There was an exclusion for the ad valorem assessments, but I believe everyone, including members of the other Board, agreed that also excluded from that would be fees, debts owed to independently operated businesses, such as the Clubhouse Restaurant, Eagle's Nest or Lake Ashton Golf Club, that was actually set during the meeting. I just want to see if we're all on the same page about that. The wording in front of you is something Christine came up with to address it but we did come up with it after the committee met. No one other than Christine and I, in other words, Mary from the CDD nor Bob Zelazny or any of the other supervisors there have seen this change. However, I think if they review the tape of the joint meeting minutes, this is where we wound up. So I am suggesting that this change still needs to be made and brought forward at the joint meeting.

Mr. Howison: Okay. I don't believe there needs to be any Board action on it and I would agree. I think this is reasonable.

Ms. Burns: I would just say as long as there's no objection on that, I would just say that I think Christine should send that to Mary and Angie. Send that to them and make sure they don't have an objection either. We can just include that in the version, we'll include it highlighted so that everyone knows it's a change from there and that's what we'll present for consideration at the meeting.

Mr. Howison: Is there any objections to the verbiage presented here? Okay.

Mr. Realmuto: Just a question about logistics. This is going to be a public hearing, we have another Board who needs to agree?

Ms. Burns: Correct. My point in sending it to them would be that we would include it as highlighted in the version that they were going to see just so it's easier. We wouldn't include it and we keep it highlighted, and if they don't have an objection at that hearing

when it's adopted, we'll adopt it this way and it will be part of the discussion. I just don't want to change it, but at the joint meeting, we approved that and so we have direction from this Board to change it, but I don't want to include this version, if they have an objection, we can include it as a slippage or something, but if we're including it as the backup, they should have some consideration. As the Board, we're putting forward to present it as different from what the Board's jointly decided was going in that agenda, if that makes sense.

Mr. Realmuto: I think so. It's just that at the joint meeting, we didn't decide on the final wording, we agreed in concept I think on all of these things and so what's highlighted and what was put in the agenda packet as well as this additional change is implementing with people. Well, at least two of them now believe that.

Ms. Burns: Yes. I just didn't want to include it without sending to them.

Mr. Realmuto: Of course not.

Ms. Wells: Steve, there was just one additional change that was made after the last joint meeting on page 13 to open play, changing it from two hours to one hour. Again, I think that's another change that we'll just highlight. I just wanted the Board to know that was a change that was made after the last joint meeting and it's on page 13 if you want to bring that up.

Mr. Realmuto: It is included though, so if you look at your page 13, you'll see it. Christine is right, that was not discussed at the joint meeting, it originated actually from a supervisor on CDD 2. We agree that it should be included.

Ms. Wells: We can just highlight that change as well as the one we just did now since those are two changes after the last joint meeting.

Mr. Howison: Okay. I see that change near the top of 13. Okay, so we'll send those along to the other Board and then I think we finalize things then in the joint meeting on the whatever it is, 19th. All right.

Ms. Landgrebe: I'm sorry.

Mr. Howison: Go ahead.

Ms. Landgrebe: I need clarification here. We had pulled out a segment on Eagle's Nest. We pulled out the segment in the amenity policy on the restaurant and yet, we make reference to these things as fees or debts owed, independently operated businesses such

as Clubhouse Restaurant, Eagle's Nest, Lake Ashton Golf Club. Yet the only thing we are including in the amenity policy is information about the golf club.

Mr. Howison: I think all this says is that those entities are all independently operated and again, it excludes them from that particular.

Ms. Landgrebe: But we bring quite a bit of detail into the amenity policy on the golf course.

Mr. Realmuto: You refer essentially to page 17, Debby?

Ms. Landgrebe: Yeah. Which is fine. I'm just saying should we also have a small paragraph making a statement about the Eagle's Nest and the restaurant? I thought we pulled everything.

Mr. Realmuto: Right under the title on page 14 under the amenity policies specific usage it says and I quote, "The Clubhouse Restaurant, Eagle's Nest and Lake Ashton Golf Club are independently operated businesses and management has sole discretion on hours of operation, menu, policy creation, and enforcement, including denial of service to a patron." That was in there in the draft we looked at in the joint meeting.

Ms. Landgrebe: Okay. Then we're happy with not adding additional information.

B. Discussion Regarding Staffing Levels

Mr. Howison: Next on the agenda is discussion regarding staffing levels. I think this was an extension of a request by Supervisor VanSickle from our last meeting, so I don't know who wants to open up the discussion. I know Christine has some information. I've got notes as well.

Ms. VanSickle: Let's let Christine make her presentation.

Ms. Wells: As Lloyd mentioned, Supervisor VanSickle brought this up the last meeting and we were to bring some information back regarding our current staffing levels. I did send a memo that was included in the agenda packet, just as a brief history for anyone that wasn't on the Board when we did make some changes in March 2020 when COVID was prevalent causing a dramatic decrease in resident events and outside event revenue, staff offered to temporarily takeover cleaning of the clubhouse and suspend the janitorial contract. We took over other things as well since some of the activities were not happening, we canceled bowling pin setters, we did a couple of different things. Since

March 2020, as you guys know, there's been several ups and downs when it comes to the COVID-19 positivity rate, so we just continued to do what we have been doing since March 2020 because activity levels still weren't up to par. Well, as you guys know now and the past year, maybe even eight months, they're back where they used to be. It's becoming harder and harder for staff to keep up with cleaning up after events, setting up, breaking down, and all the other general janitorial responsibilities as was in the scope of work that we submitted to get our current proposal. Going off the quote that we recently received to janitorial services, it's estimated that since contract janitorial services were suspended in March 2020, staff has saved the District about \$154,000 by taking on these extra responsibilities. The monthly amount for the same scope of services that was in place prior to suspending janitorial services in March 2020 is \$4,533.75 per month, which works out to about \$54,405 per year. It's included the quote was right behind the memo and includes the scope of services that we gave them to get a quote from. When we calculated that and reached out to Jill and asked, how much would it be to add an additional full-time employee with benefits? It came out to about \$55,000-\$56,000 so comparing that amount to the \$54,405, that would be for the janitorial contract and there's additional cost savings that I included in the memo. We feel that by hiring another facility maintenance employee, that we'd have more versatility of what they can do and it would end up ultimately saving the Districts some money versus going with just hiring a janitorial service at \$54,405 per year. Any questions?

Mr. Howison: I understand there are potential savings and we've discussed those things. I just like to add I see some other benefits to this. If we were to add staff, it frees up our operations manager and it frees up our community director to manage events and contractors more effectively perhaps it gives us coverage during vacations and illness. It gives us extended coverage for large events that often really task this group and I think may result in an overall improvement of services for the residents. From a personal standpoint, I strongly support adding one staff.

Ms. Burns: It also gives you some flexibility. I know there's been a push in the last couple of years for the staff to do some projects in-house that normally you may hire an outside vendor which would allow for some additional savings. You have things like painting the top bars that Matt did. Having an extra person. That's a harder savings to

quantify but by being able to add another person, you could probably take on some more projects in-house as well.

Mr. Howison: There's an opportunity cost sometimes when we don't have staff and we send somebody out to do that. I will say one other thing. We had a resident today, speak this morning and talk about a rebid of the management contract and I know that it hasn't been rebid in some time. That's something we'll want to discuss and we'll certainly consider but at this point, I know I speak for the rest of the Board when I say we are well pleased with GMS and their services.

Mr. Costello: One of the problems, I believe we did try to rebid it one time. Nobody answered the order. I believe you were with us at that time.

Ms. VanSickle: I was there.

Mr. Costello: But I agree with you. We don't have problem with GMS, I don't have problem with GMS. It's just the idea that, yes, it should be rebid. But when you don't get any returns on your requests, what are you going to do?

Ms. VanSickle: I'm not sure that it needs to be rebid, but probably updated because you could look at the scope of services. It's out of sync with what we use now and I think that can be updated to what our needs currently are. That might be more effective.

Ms. Burns: We actually are working on a revised agreement for the staffing agreement in particular, just because it's been in place for about a decade, I think at least. Obviously, the needs of the District and the staffing has changed, and the agreement states that you can make changes to the agreement through the budget process, and that's how it's normally been handled. We've added a staff member or changed things with Board approval as part of the budget process, but we are working on updating it because it is out of date, and it doesn't reflect the staff that's currently in place. We'll bring that back to the Board the price would be what was approved in the budget, but the scope of services the employees provided, all of that is being updated now.

Mr. Costello: Going back to the request, part of this year is the fact that we're going to have two of our people go out to get certifications as pool operators. How long does it take them to get that certification?

Ms. Wells: I will double-check again. When I did look it up and get the cost associated with it, it seemed fairly quickly that you could get it done. I would say a couple of months at the most. Maybe not even that.

Mr. Costello: Thank you.

Ms. Wells: There's some courses you have to take and then you have to take a test.

Mr. Howison: At the risk of redundancy, I'd like to recap something for that resident and that is that we have just discussed the possibility of going out for rebid. We did go out for rebid on a couple of occasions or at least one occasion in the past and got no responses but we do take that seriously and we will absolutely consider that as we move forward.

Ms. Landgrebe: At this time, I'd like to make a motion that we accept and we move forward for new staff.

Mr. Costello: I second it.

Mr. Howison: We have a motion to direct GMS to move forward and increase staff. That was by Debby. Seconded by Mike. Any discussion?

Mr. Realmuto: Only to support the motion. Lloyd, I agree with everything you said. It should not be underestimated the effect that the burden of cleaning has had. You don't get something without taking something away and what I would hope this would add is the ability to do more of the point projects, you gave an example of painting the stop lines, but probably the biggest thing that's been impacted is oversight. Both oversight by our community manager or contracts in general and oversight by the operations manager of some of the operations contracts. I think we'll get a lot better result if we give them the necessary time to do that, so we certainly expect to see an improvement there. That's all.

Ms. VanSickle: I would like to say the last report Matt sent out by email was phenomenal. I think he's getting on top of that landscaping and I was extremely impressed. I think he's taken our concerns to heart and really stepped his game up, but we all need to allow him to time and the support to do that.

Ms. Landgrebe: Then as GMS looks to hire, I'm assuming that these are not typically 9:00-5:00 jobs or 6:00-2:00 or whatever.

Ms. Burns: It's a 40 hour a week position. If we're looking for Saturday and Sunday coverage or whatever the schedule is, but it is a 40-hour week full-time position for that rate. Now we could go with a part-time option, I wouldn't suggest that I think you're going to have a hard time finding a quality person with job opportunities out there for a part-time job. I would suggest and I think the recommendation is to go with a full-time, 40-hour week.

On MOTION by Ms. Landgrebe, seconded by Mr. Costello, with all in favor, Hiring Additional Facility Maintenance Staff, was approved.

C. Consideration of Contract Agreement with Polk County Property Appraiser

D. Consideration of 2023 Data Sharing and Usage Agreement with Polk County Property Appraiser

Mr. Howison: The next item on the agenda is consideration of contract agreement with Polk County property appraiser.

Ms. Burns: This is the annual renewal and I think we could probably take them both together as one motion, if you would like, as they are related for the property appraiser and the tax collector agreement that is included in your package. I'm sorry, it's not the tax collector it's the data-sharing and usage agreement with the property appraiser.

Mr. Howison: Yes.

Ms. Burns: Polk County requires an annual renewal for us to use the tax roll to collect our assessments and then the second one, the Data-sharing and Usage Agreement, is a requirement. It's more for our staff about not disclosing the except parcels, so if the Board's comfortable accepting the both, I think we'll take one motion to approve.

On MOTION by Mr. Realmuto, seconded by Ms. Landgrebe, with all in favor, the Contract Agreement with Polk County Property Appraiser, and the 2023 Data Sharing and Usage Agreement with Polk County Property Appraiser, was approved.

SEVENTH ORDER OF BUSINESS

Monthly Reports

A. Attorney

Mr. Howison: Monthly reports, the attorney report. Jan?

Ms. Carpenter: We don't have anything this month. Just thank you all for being so nice to Kristen when she was here covering for me. So you know, Jay has been my backup for about a year now doing all the behind-the-scenes stuff, so I'll bring him with me so you can at least meet him and say hello.

Mr. Howison: That'd be great.

Ms. Carpenter: Thank you. Nothing else.

Mr. Howison: Thank you.

B. Engineer

Mr. Howison: Next is the engineer report, Alan.

Mr. Rayl: Good morning. We included a little outline in the agenda of things that have taken place in the last month. You may have seen the repairs at the inlets on Dunmore. That work was performed last week. I'll tell you that when the contractor opened up those areas in front of those inlets, all of those inlets, there was a strip of flowable fill material run down that whole edge of pavement during the original construction as if they were trying to mitigate some of the things that had been maybe occurring in earlier construction. Things we've found where we have failures of structures and things. There wasn't a normal pavement section and there were depths of four inches of asphalt at Ashton Club and Dunmore of that inlet repair. There was nine inches of asphalt deep in there. That was to a degree that the contractor didn't have equipment to pull it out, and it was in there pretty solid so they worked on the areas that have failed around it. But apparently, this isn't the first time that those areas have been identified as problematic. There's more material down there than in any other location I know of from the community. They made good repairs coming back and the southernmost repair location, they did find a hole in the pipe, got flowable fill in there to plug that hole, and then brought everything back up with densities and new asphalt patches. A couple of those I think also had holes behind which we had also seen at Ashton Club and Dunmore where a cavity developed behind the inlet box, those were filled. I think in combination of those things that were done and we should see these repairs last us.

Mr. Costello: Question. There is a problem that we've had out by the front gate, but could this be an extension of what you saw over on Dunmore?

Mr. Rayl: We don't know what's going on up there. We've been able to look at utility analysis. Unfortunately, there's no records of densities and things that were done during the original construction. There are no utilities under there that are known. No irrigation, no public utilities. What we're seeing be the evidence of a line failure like we've seen when we have potholes in the center line of the road because there's a sewer line failing there, there's a correlation there. We haven't been able to identify.

Mr. Costello: We still have an ongoing problem there?

Mr. Rayl: Well, as of the email Matt sent us last night, he said it looks like it's starting to come back a little bit again.

Mr. Costello: So it's an extension of a problem that was done in the original construction probably?

Mr. Rayl: It's possible. It is. Some of these things take a while to evidence themselves. But I don't know what the solution is there yet. You don't want to go with the scorched earth option is dig up the whole thing and you rebuild it all when you can't identify that thing that's making it fail. Sometimes you do a rebuild and you either find the source of what was going on there or you've eliminated all those things that were part of it that may be in combination were creating this issue. But it hasn't been anything that's made itself evident as to what is causing that to occur and why it didn't do it for so many years, but now nothing has changed up there. Beyond that, also there was a repair at Waterford where there was another hole in a pipe and a mailbox was disappearing. That's been addressed, the repairs been made and all that's been restored. We talked last time also about the issues over on Dunmore where the inlet wasn't draining properly. I told the Board I would try to give some quotes for a back truck to come out and shoot that line out where we could know it's cleaned out and also find the end of it because it wasn't built according to the construction plans and there's no evidence of where that pipe end comes out. This is a quote we got back on Friday, so we didn't have any time to get it to the Board in advance of today's meeting. It's pretty standard as far as the work efforts for having a back truck come out here and work on that line. You can see that if they're pulling a lot of sand and other material out of that line plugging it up, they have to dispose it

because it has metals and things from roadway runoff just like those street sweepers have to do. Depending on the amount of material they would pull out, they have a fee that they would add onto that quote there. But as you see the quote to jet that line and clean it out is \$1,859.

Mr. Realmuto: Alan, if I'm reading this correctly, this is actually a time and materials quote, except looks like the minimum, that would be \$1,859 plus a 3.3% transaction fee. Am I right?

Mr. Rayl: For a credit card, they have some payment conditions in here. I haven't dived into yet.

Mr. Realmuto: It actually says, note, first job requires a credit card with 3.3% transaction fee.

Mr. Rayl: I don't think they're used to dealing with governmental entities as well. Nothing has been discussed with them in that regard. We just asked them for a quote, for the work.

Mr. Realmuto: I believe the quote says that it's good for 60 days. Given that we just received this, that we haven't received any others, what's our reasonable expectation of getting additional quotes for this work?

Mr. Rayl: We've asked one other firm that we have worked with in the past. I don't have any experience with this firm. Our team is a contact from S&S and I'm getting a quote from one other firm that I do have some past experience working with. Hope I can get it this week with the holidays, so we can get that out to the Board in-between the meetings.

Mr. Howison: Well, I will know that the disposal fee if needed, the first flat fee of 200 a trip is up to 1.99 tons. I find it difficult to believe that we'd have more than 4,000 pounds?

Mr. Rayl: I wouldn't disagree. We've got 100ish feet of 24-inch pipe, so that would be about full to get to that threshold. I haven't done the math, but I can feel comfortable with that.

Mr. Howison: Okay. Do we want to direct Alan to look for additional quotes before we make a decision on this? I guess it's gone on this long, what is the potential downside?

Mr. Rayl: In past we've done when other quotes were expected to come in the Board's authorized a not to exceed for the one in hand if a better one came in and those were the ones that we went with, but whatever the Board would like to do.

Mr. Howison: It's got to be done at some point. It's just a matter of whether we can beat this price. There is one other condition and that is that the vacuum crew stays on the clock until the truck is scaled out and washed out. That means they've got to weigh the truck and then they've got to clean it out. I don't know. You've done this before. How long would you expect for them to travel here, shoot the pipe, and then leave?

Mr. Rayl: They should be inside that six hours. It does not take long to jet that line.

Mr. Howison: That's what I thought.

Mr. Realmuto: In my opinion, given this is the first, Alan hasn't dealt with this contractor before, and again, the quote is good for 60 days. I don't see the downside trying to obtain one or two additional quotes. We've had vendors that have done similar work for us. We can get one or two more and act on it at our next meeting. I think we are well within those 60 days.

Mr. Rayl: We'll continue to get some additional quotes. I had a couple of other things. One we've already discussed, which was the pavers. Now, I'll be taking a look at that after the meeting today. The last thing I wanted to revisit was the relocation of the waste cooking oil container. It wasn't a pressing issue when we didn't have a restaurant in it. If that's expected to change soon. We had a quote in middle of May. If you recall, the idea was to create a separate concrete pad that stands alone. It wasn't part of the dumpster pad. It wasn't able to drain onto the pavement if it overflowed or anything like that. It would have a pop off and it would drain to that adjacent stormwater pond, which is designed to trap and remove, not cooking oil necessarily, but oil and grease and debris that comes off in the parking lot, this falls in that same category. It gets treated in that wet detention system before anything discharges to the lake. There's nothing wrong with that location. That down gradient pond is built to handle pollute runoff if it ever happened. My question was, does the Board still think it's a problem that we're going to have to deal with given that the restaurant tenant has changed? It hasn't, to my knowledge, ever occurred before in the past. But the quote that we had was \$17,500 to build a new standalone concrete pad. It has a curb around it so nothing can overflow and escape onto grass or

onto the pavement. But if it ever did overflow the container, it would stay contained in the pad and then drain it into the pond. But I just wanted to bring that out there and see if there was still a concern, and if we wanted to get updated quotes to look at addressing it.

Mr. Howison: The current pad, has a curb as well, am I right?

Mr. Rayl: I know it does around the back three sides, I can't remember what the front of it looks like. If it does, it's not contained or wouldn't have run off over.

Mr. Howison: Right, that's what I was going to say. I mean, would it make sense to take a look at modifying that pad so that we create a pop off but we contain it otherwise?

Mr. Rayl: Yeah, we could.

Mr. Realmuto: I'm confused, how is this different? I thought that's what the proposal did. How would this be different?

Mr. Howison: It moved it to a different location.

Mr. Realmuto: As well as creating that containment area.

Mr. Howison: As well as.

Mr. Rayl: If we just separate where it wasn't tucked in behind the dumpster and just a completely separate use, it was a pad over where the landscape crews tend to pull off there. It would be standalone completely contained.

Mr. Realmuto: I understand, so it was an alternative, hopefully lower-cost design that would also prevent the leakage into the parking lot. After all, that's our issue here, that's potentially expensive to flow in that direction.

Mr. Costello: What leaked down there? Was it the vehicle that was transporting it or was it actually leaking from that area? Not only that, is there a drain out there in that? Because with the grease, I hate to say it, but chances are you're going to clog that thing up. It's going to become useless.

Mr. Rayl: The new pad will have a drain built in and a new pipe going into the pond. If there was ever an overflow, it's isolated. It doesn't get on the pavement, it doesn't run off on the grass, it will go into that drain and into the pond. If it got clogged it would be easy to fix. It'd be a short run of pipe up to 20 feet.

Mr. Costello: Do we want the grease running off into the pond?

Mr. Rayl: We don't want it running off anywhere.

Mr. Costello: I agree with you there. That's what I'm saying. Do we want it running off into the pond?

Mr. Rayl: Also that drain can be raised slightly above the floor of the pad that it's sitting on.

Mr. Costello: Okay.

Mr. Rayl: You could hold an inch or something like that before it whatever start to pop off but less than 6 inches where it would try to spill outside of the containment areas.

Mr. Howison: Better the pond than the parking lot.

Mr. Rayl: Yes.

Mr. Costello: I don't know about that.

Mr. Howison: Don't ask the fish.

Mr. Costello: It's not only that. People are capable of throwing anything in there. You could have any hazardous materials thrown in there and the leakage could become a real problem. You have to think of it in that manner also.

Mr. Howison: So the question is, do we want Alan to go forward and continue under the direction that we gave months ago to create the new pad and so on? Do we want him to look into perhaps modifying the existing or do we want to leave it as it is and do nothing? Being that we have a new restaurant operator coming and hopefully they'll be a bit more responsible in their management of the grease.

Ms. VanSickle: Can something be put in the restaurant lease that if they cause this problem, it's their nickel.

Mr. Costello: Christine?

Ms. Wells: Well, it wasn't in all leases.

Ms. Carpenter: Yeah, compliance with law, to leak anything like that is non-compliant. That is in all the leases. The last time there was really no evidence of what happened. That was the big issue we had is we didn't know who put grease in it, we didn't know what caused it. It was tough to pin liability on anyone.

Ms. Landgrebe: Do we have a camera out there now?

Mr. Costello: Christine, did we or did we not go after the company that takes that out of there, and did we receive any compensation for it? Yes, and no?

Ms. Burns: They were steadfast that it was not the fault of the container. The container was not defective and that the leak was caused by somebody over filling it, was their stance. That they basically just overflowed the tank and that's where it came from, not that there was a leak in the tank.

Ms. Landgrebe: Alan, if we do not move and create a separate pad that will drain properly into the retention pond, are we at risk of a HAZMAT situation?

Mr. Rayl: Well, we're at risk of having another overflow occur.

Ms. Landgrebe: Will that be considered HAZMAT?

Mr. Rayl: I couldn't say.

Mr. Howison: I would not think so. Just cooking grease.

Mr. Costello: I don't see a hazmat situation. Like I said, anybody could throw anything in there at any time.

Mr. Realmuto: I think the issue is that we wish to avoid the situation that has occurred at least once that was potentially damaging to the parking lot. I believe we do need to do something and act on it and the question before us is, are we going to ask Alan to design essentially an alternative that would keep things in essentially the same location, but perhaps result in a lower cost to do it? That sounds like a good investment. Now that this would be something different than what he's already done.

Mr. Howison: I don't think we need a motion for this. Just ask if he'd take a look at the alternatives. We already have the one alternative out there that was approved, but if we can come up with something that's as effective without relocating the current container, that'd be best.

Mr. Realmuto: Is that something that could be brought back to us at the next meeting because I do believe we need to move forward with this given the restaurant stuff.

Mr. Howison: Yeah, you think we can be ready next meeting?

Mr. Rayl: We'll try. It would involve us coming up with what that modification would be and then getting contractors to give us some numbers on it. We'll try to make that happen before we meet again.

Mr. Howison: That'd be great. Thanks.

Mr. Rayl: That was all I had for the Board this morning.

Mr. Realmuto: Are there any other questions for Alan?

Ms. Landgrebe: Thank you, Alan.

Mr. Rayl: Thank you.

Mr. Realmuto: Is there anything else that would require the engineer to stay here.

Mr. Howison: No, you're welcome to go if you'd like.

Ms. Landgrebe: Enjoy your holidays.

Mr. Rayl: Happy holidays.

Ms. Landgrebe: Merry Christmas.

C. Lake Ashton Community Director

Mr. Howison: Next on the agenda is the operations manager. I'm sorry, the community director.

Ms. Wells: Hopefully, everyone had a chance to look over the community director report. I'm going to try to move this as quick as I can. I have a couple of updates for the restaurant. You see all the items we've been taking care of here. There is also some additional repairs that are needed in regards to a countertop that's behind the server station and some minor repairs that will put a list together, and bring to the next meeting. I'm sure it can be even at continued one since it's still restaurant. Just give some ideas of things that we're looking at. Some minor things that we can just take care of as far as replacing switch covers and things like that. We did also receive the final Metz invoice. Steve and I have spent quite a bit of time going through this final invoice. At the bottom, you'll see a list of credits. Steve, I don't know if you want to hit on anything, just stop me.

Mr. Realmuto: I can cover it very briefly. I think the supervisors have it in front of them. The final invoice, the original amount invoice was \$32,462. Since then, again, as Christine said we've been going through this with a fine-tooth comb. It required us to go back over each of the monthly operating statements to eliminate duplicate charges and many other things. I won't bore you with all the details. The bottom line, if you look at the concessions we've been granted, you see at the bottom, under the total line, but above the "please pay this amount." If you add those up, excluding the last-minute air gas invoice, basically, we found savings of almost \$14,000 off of that invoice. There was an air gas invoice that had never been delivered to Metz. It was delivered here for whatever

reason, that's only \$139, I guess, after rounding. I can answer questions on any of those individual items. By the way, I should state that it's not just a savings of \$14,000 over what they originally billed us. That's on this invoice that's for the month of June. Debby Landgrebe, did similar work on the inventory bill we had received that total \$12,000. Which she was able to get them to completely waive. It's a percentage basis, kudos. Thank you, Supervisor Landgrebe. In total, that's a savings of \$26,000. At this point I think it's very applicable time to close out this with Metz. Metz has stepped up. By the way, comment was made about people leaving the restaurant and not cleaning. You'll notice here the credits for cleaning. Metz did step up and pay for those. They've acted very professionally. No issues there. I think it's time to put this to bed and authorize paying the final invoice.

Ms. Landgrebe: I agree. This is Debby. Here's a great example of the dedication of our staff. Kudos to Christine, and I know Sheila and Matt everyone were involved in this. Kudos and thank you. Do you need a motion?

On MOTION by Mr. Realmuto, seconded by Mr. Costello, with all in favor, the Payment of the Final Metz Invoice, was approved.

Mr. Howison: Community Director, keep going.

Ms. Wells: We're still continuing the cost savings analysis. There's a list of everything that's been updated since the last meeting there. We also are waiting on the final insurance payment for the bowling lanes. It was mailed, I believe, to the Orlando GMS office. It's a payment of \$26,635.88. We should be receiving that shortly. We are also working with the insurance adjuster for the Hurricane Ian projects. Everything has been sent to them, so we're just waiting to hear what's going to be covered and what the deductible would be. I'll get back to you guys on that. Let's see. I wanted to give a quick update. The resident that had come here who lives on Litchfield Loop that the bull is getting out of the neighboring property. After one of the Hurricanes, a tree had fallen on the fence. The fence is broken again. The resident reached out to us. We got with Polk County code compliance, and they are working on remedies with the owner to get that fence repaired so that the bull stops coming out, but we are working with that. The staff

would like supervisors to consider surplus for Cart #1. It is the one that has not been used since we purchased the new security golf cart with the hard sides. We had it there just purely as a backup if we needed it. We have not used it one time except for trading out parts. We've used tires off of it. The windshield is broken on it. It needs to be surplus. There are a couple of other things I can take off. I'm looking to take off the cover and switch it. We've already taken the LED light off the top and switched it to the new golf cart. We've stripped it quite a bit.

Mr. Howison: What is the age of the batteries in that cart?

Ms. Wells: That's the next thing I wanted to look at and see I can look back at Performance Golf Carts and see when the last time was. That's potentially another item that we can take off, and save for future use. It has not been used though in close to a year.

Ms. Landgrebe: Do we need a motion to surplus it? I move that we surplus Cart 1. After we strip it of everything, feasibly possibly.

On MOTION by Ms. Landgrebe, seconded by Ms. VanSickle, with all in favor, the Surplus of Cart #1, was approved.

Ms. Wells: Also staff received a request from the Cigar Club at Lake Ashton regarding meeting at the Pavilion. I included the email chain behind the Community Director Report. The current designated smoking areas approved by the supervisors, is the Southwest corner of the ballroom patio where the table and umbrella is. This would be outside of that designated smoking area by supervisors. I asked him if he wanted me to bring it in. He did. It's up for supervisor consideration.

Mr. Realmuto: Just to be clear on what they're asking for. They're asking to be able to smoke cigars, essentially inside the pavilion, not just an area outside of it.

Ms. Wells: Inside the pavilion. To basically protect from weather elements.

Mr. Howison: I feel the need to remind the Board of Supervisors that this is one area that was addressed by the focus 2025 survey of residents. In that survey, we had almost 1,200 respondents versus the 600 and something we just had for the restaurant, for example. In that survey, I guess I'll just read the relevant paragraph from that report.

There is a solid case for a no smoking policy to be added to the joint amenities policy. A strong no smoking policy would replace the current smoking policy. Almost 75%, 74% of Lake Wales and 73% of Winter Haven respondents. We're in favor of such a policy. To be clear, a no smoking policy would apply for all underlying CDD owned premises, not just inside facilities. That means total no smoking of any kind including vaping, etc. That is excepting clearly defined and well-marked designated areas. It goes on. Any consideration of this request be made in light of that response from the community. That was about 18 months ago, I believe.

Ms. Landgrebe: I'd like to also put a similar plug-in. Like for instance, the Tobacco Control Legal Consortium, strongly suggests that communities pass tobacco-free laws and regulations that cover outdoor areas including parks, recreational facilities, workplaces, restaurants, bars, and patios. It's not uncommon for many communities and or corporations to have smoke-free campuses. I have great concerns with smoke in the pavilion. That's a screened porch area that smoke or tobacco film on the screens. I have concerns with a smoke area right out here. I'm not sure that's even legal. Because my understanding is it should be at least 25 feet from an exterior door.

Ms. Burns: This is the only District that I manage that allows smoking of any kind on amenity property. The majority of them do not.

Mr. Howison: My question would be, is anyone here in favor of allowing that and if so, please speak up. Hearing none, we'll maintain the current policy as it stands for now, and we'll direct Christine to respond.

Ms. VanSickle: Do we want to discuss Debby's proposal that we don't have a smoking area we go smoke-free campus?

Ms. Burns: That may want to be joint amenity policy.

Ms. Landgrebe: Well, it could be a joint amenity policy, but we still have a responsibility to this side regardless, so correct.

Ms. Burns: You could institute smoke-free for this side. If the goal was to do that, it wouldn't be consistent. My suggestion would be to discuss it at the next joint meeting.

Mr. Howison: My preference would be just in the interest of time, we've got a couple of topics that may get a little lengthy coming up.

Ms. Landgrebe: I'd like to discuss it at maybe our January meeting.

Ms. Burns: You could add it today and then when we continue, we can put it on that. My suggestion would be that you put it on the 17th of January. I think if we add it today, we could put it on the 17th with the goal that if we get through everything that we need to talk about and the Board feels that meeting on the 23rd isn't necessary, you can make the decision that day.

Ms. Landgrebe: Let's do that.

Ms. Burns: We can add it to that.

Mr. Realmuto: Logistically to accomplish that, we're adding it to our agenda today, for to a meeting that's going to be continued.

Ms. Burns: Correct.

Mr. Howison: Christine?

Ms. Wells: The last thing I have is that staff was sent an invoice for preventative maintenance of the lightning detection system. This is unbudgeted on-going expense, so staff would like direction from supervisors before proceeding with payment, and the invoice is included behind the community director report. Is there anything else Lloyd, or do you want to take it?

Mr. Howison: I can open things up, I guess. This lightning detection system ostensibly primarily supports the golf course, but it certainly supports the rest of the community. We all benefit from it. Historically, we've been responsible. The Lake Ashton CDD has been responsible only for maintenance, repairs, and upgrades to the equipment and systems located at the clubhouse. Since 2013, we have received five invoices or have had to make changes or repairs to the equipment and systems here five times, totaling some \$5,500. The proposal from LACDD II and golf course was to split all costs three ways going forward. In other words, repairs made here would also be split three ways with them. The annual maintenance is a minimum of about \$1,800, which would be \$600 a year for us. Those are just facts surrounding it. It's not a matter of my opinion at this point. I'll open it up.

Ms. VanSickle: In my opinion, though, we moved in. The pro shop was in the end of this building, the lightning detectors were on there to provide for the golf course. Now, the pool did get some benefit from that and we did ask at a later date if we could pay to put the strobe light on because we couldn't always see the strobe light over on the dock.

I still see this as a golf course expense, and we're very clear with what's in CDD 1, CDD 1 pays for. What's in the West, the West pays for. The golf course, I think has their expenses. At this point, if we start co-mingling one thing, just look how this could turn out and what all it could blossom into. I think that this is a golf course item.

Mr. Realmuto: I agree that this is a golf course item, but some additional facts, when the decision was made to acquire the golf course, we went through extensive negotiations. In fact, there's a inter local agreement with regard to the purchase and maintenance of the golf course. That agreement very clearly calls for us to pay, and these are the only two things it calls for us to pay for, the maintenance of the cart paths and the ponds. Not the grass around the ponds or pieces of the golf course that the golf course deems aren't on a tee or green. We have a legally binding agreement in place as to what we would share the cost for. Yes, there's a mutual benefit from Lake Ashton and residents being on the golf course. We benefit from the views, we benefit from a lot of things. The golf course operation benefits from us taking the huge expense of the cart paths, and I left out bridges but that's going to be a huge expense coming out. There are benefits and expenses to each of the parties. This is a relatively minor one that is, in my opinion, clearly a golf course expense. The previous golf course owner has never asked us to contribute anything other than the additions we wanted added here to the clubhouse. As Supervisor Howison said, those costs we've paid to maintain that system before the most recent expense this year, so this is as of 2020, total almost \$5,600. We have been paying the expense of this system at the clubhouse. It's over four years since we acquired the golf course, actually, almost four years to the day, I believe. This wasn't even a request, this came in as a bill like other bills and then it said, you need to pay 1/3 of this cost without ever having been discussed with this Board prior to us receiving that bill. When are these demands going to stop? Four years after the purchase of the golf course and an agreement. Clearly, I do not believe we should pay for this.

Mr. Costello: I don't think they're going to stop. I think as long as they can get the money out of us, they're going to take it and quite honestly, you're right in the fact that the warning system has always been handled up until four years ago by the golf course. They're claiming they're making all this money, this should be nothing to them. It should be nothing and let them handle it.

Ms. Landgrebe: I agree. So do we make a motion that this not be paid or how would we go?

Mr. Howison: No. I think we just direct staff to return the invoice and obviously, I'll certainly be contacted. There will be some additional discussion, but the direction of Board is that we will not pay that invoice.

Mr. Costello: Christine, the other day I asked you to check the golf course. Are they required to have a running system?

Ms. Wells: I sent an email over to Kristen and Jill. I'm not sure if Kristen had a chance to look at it when I sent it to her.

Ms. Burns: No. You don't have to have a lightning detection system for the pool.

Mr. Costello: The golf course?

Ms. Burns: Oh, I don't know and I don't think that would be for the Board to decide, but this Board does not have to have one for the pool.

Mr. Howison: I play multiple golf courses in the area that do not have lightning detection systems. I do think that a lightning detection system is an amenity, but it's an amenity that is provided by the golf courses.

Mr. Costello: We're getting a dollar a year for them for rent, and we're more than doing our share. It's about time they step up to the plate.

Mr. Howison: We're all in agreement here. I will say this, that the statement was made during our meeting to discuss this. There are two statements made. Number 1, that maybe they'll just shut it off for our side of the community. I'm not going to allow that to happen. We do have other alternatives. Christine is already having that staff look into it, but for now, the direction is that we will not pay the invoice. Obviously, I'll be contacted as well, you, Christine. If we need to meet with CDD 2 representatives, we will.

Ms. Landgrebe: I feel like we're being bullied.

Mr. Howison: Well, I think we're not. You can only be bullied if you allow yourself to be bullied.

Mr. Realmuto: I wish to point out, again, we do have an interlocal agreement covering the acquisition and maintenance of the golf course. It states, among many other things, that both golf courses shall be maintained equally. I submit to you that that would

be part of the maintenance of the golf course if you can't do something different than the one that you do on the other.

Mr. Howison: So the decision has been made. Christine, what else do we have?

Ms. Wells: The project tracking list is included. I just wanted to hit on a couple of repairs that were completed. The Olson Road fence repairs were completed and staff went out and took a look at the pictures. Matt went out, drove the line. Everything looks great. There was an additional \$500 in repairs after the original quote that's due to storm damage, so that has been submitted to insurance as well. Then we did finally get the palm tree replacement on the Boulevard. The original budgeted amount from supervisors was \$1,077.93. When including it with this project, we got it for \$410. That was a good savings there. That's all I had.

Mr. Realmuto: Christine, before you leave the operations report, I believe there's another issue of expenses that are shared or not shared in services that the CDD has previously agreed to. That has to do with the email blast and constant contact. My understanding is we were the recipient of another threat or ultimatum regarding that. I don't know how much other supervisors are aware of that, but I feel we need to address that as well unless the supervisor who is handling it can assure us that's no longer an issue.

Mr. Howison: Yeah. I think it's an ongoing thing. When I look at the numbers.

Ms. Landgrebe: Wait. Do you want to give us a synopsis of what's going on?

Mr. Howison: Yeah. This was something I thought maybe we leave in the staff's hands for right now. But synopsis is this, that the golf course, Eagle's Nest, CDD 2, CDD 1, all share the use of a constant contact contract that is held by Lake Ashton CDD II. Constant Contact has recently modified their pricing such that once you exceed the limit of emails allotted for a given month, you are charged a price. Secondly, some facts surrounding it, and if I knew it was going to be discussed here, I'd have brought a lot more backup. Currently, Eagle's Nest Golf Course send about twice as many emails per month as does Lake Ashton CDD. We send more emails per month than does Lake Ashton CDD II. The proposal was made initiated by the golf course that they wanted to back out of that contract and handle their own emails. Makes perfect sense, they are a separate entity. That would leave, Lake Ashton CDD and CDD II remaining on the Lake Ashton CDD II

contract. Lake Ashton CDD II requested that we split that. From a financial standpoint, I don't see that it will hurt us much at all. Our only concern was that we develop a means of new residents and residents that want to make a change, be able to do so simply. Currently, they go to one location, and they can select which emails they want to receive or not. Our concern was that this might force us to have a resident go to actually three different locations to subscribe to emails. The action plan coming out of our meeting a couple of weeks ago was that we were going to get back together. In the meantime, we had directed staff to look at alternatives, particularly to Constant Contact and also to how we might manage subscribing and unsubscribing. I think we may be a little premature. We have time to discuss this in our January 23rd meeting, and we should have the details by then. But Christine, jump in and tell me what I've missed.

Mr. Realmuto: There are two points I'd like to add and address. One is financially. If you look at strictly the financial terms, this was presented to us as a way of dealing with the new cost from sending out too many emails resulting in additional costs. But while it is true, they now charge for exceeding the allotted number of emails, that fee is capped at two times the monthly fee. If we assume it, and I don't know that we've gotten good data. I think this is part of what you were asked to go back and find. If we assume that we're essentially as a joint community, jointly, we're always going to exceed that cap and the maximum bill is twice the advertised monthly rate. But the point is it is fixed. Sending out additional emails above and beyond that does not add to the cost. I suspect it could actually be financially advantageous to the entire community assuming we exceed a certain number of emails to leave it as a single email account. That would result in the lowest cost to the community as a whole, we would have split the bill. That needs to be looked at carefully, and we need to understand how many emails we in total aggregate or send out. It sounds like the golf course is going to their own system so we probably need to understand what that number would be without the golf course. I assume Eagle's Nest is part of those emails. That's what we need to understand the financial picture. But another point I don't want people to miss that's probably the most important point as Lloyd pointed out, is that if we were forced to manage these email distribution lists separately, that may require residents to essentially sign up twice. It's not necessarily a matter of going to different locations, the clubhouse, or the HFC. They could do it online as well.

But the point is they would need to sign up twice and these lists would be out of sync, etc. It presents potentially a mess to our residents.

Ms. Wells: As Lloyd mentioned, we are in the fact-gathering stage right now, and once we get the facts gathered that Lloyd had trusted me with getting, we're going to come together and talk about this further. There's no decisions that have been made right now.

Ms. Landgrebe: Is it the correct assumption to assume that we could not do something jointly with the HOA because that's a private organization versus a government one? Or is this an opportunity that CDD and HOA can work together on this type of content?

Ms. Burns: You could. Share the same account. They would just 50/50 pay for it. Yeah, you could.

Ms. Carpenter: They'd have to be willing to deal with public records requests as well.

Mr. Realmuto: I do need to point out the membership of the CDD no longer exactly matches the HOA benefit. The difference is the condos. The condos are included within the CDD. They're no longer included within the HOA.

Mr. Realmuto: I think what I'm hearing is that the direction Christine has is valid, and we should be prepared to take this up at our next meeting on the 23rd of January. Thanks for your input, everyone.

D. Operations Manager

Mr. Howison: Next on the agenda, Operation Manager's report.

Mr. Fisher: Included in the agenda packet is the operations managers' report. Quick turnaround from last meeting. No really big updates for pond maintenance or Applied Aquatics. Still keeping in touch with him and about the carp installation, shooting for by the end of this month, I will keep the Board updated on that. The pool and spa I started to include in my reports for updates for that amenity. I was able to find a vendor that has a push button for the spa. I've gotten a lot of requests about that, and it'll be a lot easier and less maintenance to get that push button installed. With that being said, it's scheduled to be installed Tuesday. Landscaping, we're moving forward with the projects

the Board approved months ago. The blueberries were installed down the boulevard. We did notice some that needed replacement, that weren't satisfactory. Jose can give an update on that. Also, we spoke at the site visit meeting last week about the report he submitted, and it was a good start, I believe, in communication with the Board. We identified areas that he could possibly help with identifying issues either with pictures or also beginning dates of projects would be good for the report to have in it. Without further ado, if Jose, you wanted to go over your report.

Mr. Romero: We did notice the few that were looking bad. We actually changed them out on Friday. We replaced it. Everything is back to the way you expect it. Right now they're doing a few other stuff for some of the proposals that were approved. We're hoping to get all this done within the next two weeks. That's our goal.

Ms. Landgrebe: Jose?

Mr. Romero: Yes, ma'am

Ms. Landgrebe: When you said you replace them Friday, are you talking about the new trees on the boulevard?

Mr. Romero: That is correct.

Ms. Landgrebe: Could you all take a walk and look? I happened to see some huge gaps in some of these trees even this morning.

Mr. Romero: I rode a little bit with Matt. There was about five of them that were actually really bad. I could try and go back and see.

Ms. Landgrebe: Now, I'm the first to say, a weed or a flower if it's colorful, they are pretty. But I don't know once they grow will these gaps close or what?

Mr. Romero: It should. I don't know if you noticed but there's a lot bigger ones on a few other islands. We could shape them up. But they will be as big as the ones that are already there.

Mr. Realmuto: Jose, are there any plans made to ensure that since they were just planted that they are adequately watered? The soil looked awfully dry there. I understand they were just planted, but some of them have yellowing leaves. I just want to make sure that they're watered on a schedule that would promote growth, perhaps even fertilize too to promote fast growth because they can't be shaped until they grow in.

Mr. Romero: Yes, sir. They got water.

Mr. Realmuto: I would just ask you to keep an eye on them.

Mr. Costello: They were being watered the other day as I was coming in, sir.

Mr. Realmuto: Is there any guarantee on those in terms of longevity?

Mr. Whittman: Yeah, as long as we're maintaining the place. We're on our one-year warranty on them, it's on us to make sure they're looking good. If anything happens, we take care of it. The farm we got them from has 1800 of them. So if one drops off here, the next couple of weeks, it does happen occasionally, we can swap that out pretty quickly for you.

Mr. Realmuto: Thank you for staying on top of that.

Mr. Whittman: I just wanted to add working with Matt directly, and his close watch on things and him sending notes to us, and us reporting back. I think that's ultimately what the Board has expected. We've actually, since we already submitted the report, I've gotten some back from some of our spray applications we've made. We've put down a chemical called atrazine, which has some pre-emergent and post-emergent qualities for your turf grass, and we've also done some granular fertilization, which is noted in the report, but you guys will get a report, basically, of what was in that chemical and the fertilizer composition. But really, I think, this is the new era here, as working closely with Matt, getting his viewpoints on everything that we're doing out here, I want to make sure you guys are happy. Jose has more bandwidth than Dana had, and Dana was fantastic. We have a great crew here as an extra set of eyes. I think while Dana did a fantastic job, we're just trying to take it to another level here. So that's it.

Ms. VanSickle: I'd like to say I appreciate you working more with Matt because I've seen an improvement. I still see a ways to go. Your first report, I know what Matt said, good start. I'm a firm believer in documenting dates and description so I think that's very important. I like his follow-up back to you with the pictures, I thought was excellent. As long as you're willing to work well with him, I think we've got a good thing going. Thank you.

Mr. Fisher: As seen in the agenda, I did create, and it was very time-consuming, so having an extra person on staff will definitely help me to manage my wandering of the property and the ponds. So I look forward to using those tools and the checklist and oversight of the contracts. That is something that I've been stuck between a rock and a

hard place, with helping Alex, the cleaning and maintenance and setups. I look forward to the future working with those checklist and the vendors a lot more closely. Any questions?

Ms. Landgrebe: Matt, we appreciate all you do, and we realize the amount of work you have done and we appreciate you, but we're looking forward to seeing this new version.

Mr. Fisher: Yes, ma'am.

Ms. Landgrebe: We're going to get you some help.

Mr. Howison: The checklists for both landscaping and the pool were terrific, I really look forward to seeing these features there.

Mr. Fisher: Thank you.

Ms. Landgrebe: Yes. Great work. Question on the two new LED gate arms.

Mr. Fisher: Yes, ma'am.

Ms. Landgrebe: Were those installed due to driver errors?

Mr. Fisher: Yes. We had Summerlin invoice us for us to send it to get repaid, and that was a request by Christine. One of the other is a cost for the CDD to replace another arm that's failing.

Mr. Realmuto: How long was the arm that's failing that's the CDD's responsibility in service?

Mr. Fisher: It was an arm that's been hit, but it was operational several times. We've collected from the folks that hit them. But over so many hits, it has to be replaced. It's essentially flat on it. It's not good for the operator to have a flat end on one side. We just need a replacement.

Mr. Howison: Okay. Anything else for Matt?

Mr. Fisher: Thank you.

E. District Manager's Report

Mr. Howison: Now, the District Manager's report.

Ms. Burns: Thank you. First, I wanted to introduce Jeremy with GMS. You've probably seen him sitting here at some meetings. In case you're wondering who he is, he's one of our newer District managers, and so he's just been attending and shadowing

me at some meetings. If you see Jeremy, feel free to say hello. You'll see him around over the next couple of months. The next item that I had was the discussion regarding the insurance coverage for the volunteers. I'm actually going to suggest we table that. They came back three or four times requesting additional information about, particularly, the pin setting volunteers, and some questions about their actual scope. They came back with some questions last Thursday that we sent to them, but we just don't have the quote back from their underwriting department yet. We are working on that. We sent them some of the scope that the volunteers do and differentiating between the regular volunteers at the desk and then volunteers who may just set up for a single event, for a club, group, or organization. We have sent that to them. We're just waiting on it. Other than that, that's all that I have other than happy holidays. Happy to answer any questions that anybody might have.

Mr. Howison: No questions. Well, happy holidays to you too, Jill.

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 Summaries (November 2022 and December 2022)

Mr. Howison: Next item is our financial report. I trust all of us have had time to review?

Mr. Realmuto: I did. I have reviewed both of the months, both the previous month and this month in great detail. No questions.

On MOTION by Mr. Realmuto, seconded by Ms. Landgrebe, with all in favor, the Check Run Summaries, were approved.

NINTH ORDER OF BUSINESS

Public Comments

Mr. Howison: Next item is public comments. Anyone that has any comment is welcome to approach the podium. Are there any online?

Ms. Burns: Anybody on the Zoom line who has a public comment, you can use Zoom's raise hand feature to be called on now. I see none.

TENTH ORDER OF BUSINESS

**Supervisor Requests / Supervisor
Open Discussion**

Mr. Howison: Supervisor requests and open discussion.

Mr. Realmuto: Just very briefly, this is more a comment to our residents than anyone else. Now that we have made a choice, and we have a new restaurant coming in here, I hope all the residents will make an effort to get behind the restaurant. There's clearly a lot of misinformation and misunderstandings out there. Have a little confidence in a successful businessman, and give the restaurant your support if you want to see one continue to be here at Lake Ashton. That's all.

Mr. Howison: I would add to that, knowing that any good businessman makes changes as they are necessary to make sure and satisfy their clientele, and accommodate the needs of the clientele, I hope that will give the new operator time to learn about us and to adapt to our needs.

Ms. Burns: Just one thing before we go to the continuation of this meeting to January the 17th at 2:00 PM at this location, just to make sure we have everything covered that we want to discuss that day. Anything that has to do with the restaurant, we already have a general restaurant item, so the lease, all of that can be covered under what we already have. The smoking policy or any joint amenity policy discussions that need to be held, we already have the joint amenity policy on here. So if any supervisors have items they wish to add regarding the restaurant or the joint amenity policy, that can be added to those meetings under our current parameters. Anything else that we want to add to the 17th before we continue, we could add it now as part of this agenda. But I think we have pretty general topics for the amenity policies and the restaurant that would cover anything that may come up between now and then, that you wanted to add. So it would just be something that isn't on here at all that may want to be discussed.

Ms. Landgrebe: To be clear, we would not be doing the monthly reports like for the engineer, Christine and Matt?

Mr. Howison: They've been completed.

Ms. Burns: They're on here. I think we put everything on the 17th, and then to the extent you don't have anything, you can cancel the 23rd, and not have to hold them both.

Ms. Landgrebe: But we're starting at 2:00, I really don't want to be here until 6:00.

Mr. Howison: No, but we'll see how long it takes. We may be able to run through quickly, and if we can, then we could do that. If we can't, then we'll have a meeting on the 23rd.

Ms. Burns: We could just pick up where we left off, I think rather than having to meet to do staff reports only, because we've taken care of everything else on the 23rd to have everyone come in to just hear Alan and Jan do staff reports.

Mr. Realmuto: So the intent would be to pick up where we left off with regard to those remaining items we discussed, the reason we're continuing the meeting, but then essentially, to repeat the staff reports, update, call it what you want?

Ms. Burns: We'll do the January ones on the 17th.


Mr. Realmuto: Whatever is necessary so that we could potentially cancel the subsequent meetings.

Mr. Howison: We have asked Alan to continue on to the January 23rd meeting regarding that vacuum truck. We would ask you to see if he could, perhaps, complete that by the meeting on the 17th, and then we'll give him the word prior to that, whether we are going to ask him to attend or if in his absence, perhaps, Garrett. So I'll entertain a motion to continue this meeting.

ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Costello, seconded by Ms. VanSickle, with all in favor, the meeting was continued to January 17, 2023 at 2:00 p.m.


Secretary / Assistant Secretary


Chairman / Vice Chairman