

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

The joint meeting of the Board of Supervisors of the Lake Ashton Community Development District and Lake Ashton II Community Development District was held on **Monday, May 12, 2025** at 11:00 a.m. at 6052 Pebble Beach Blvd., Winter Haven, Florida.

Present and constituting a quorum:

Brenda VanSickle
Michael Costello
Steve Realmuto
Deborah Landgrebe
Greg Ulrich

Lake Ashton CDD Chairperson
Lake Ashton CDD Vice Chairman
Lake Ashton CDD Assistant Secretary
Lake Ashton CDD Assistant Secretary
Lake Ashton CDD Assistant Secretary

James Mecsecs
Bob Zelazny
Roy Aull
Duff Hill
Bill Martin

Lake Ashton II CDD Chairman
Lake Ashton II CDD Vice Chairman
Lake Ashton II CDD Assistant Secretary
Lake Ashton II CDD Assistant Secretary
Lake Ashton II CDD Assistant Secretary

Also present:

Jill Burns
Jason Greenwood
Jay Lazarovich
Sarah Sandy *via Zoom*
Christine Wells
Karen Vankirk
Matt Fisher

District Manager LA CDD, GMS
District Manager LAII CDD, GMS
District Counsel LA CDD, Latham Luna
District Counsel LAII CDD, Kutak Rock
Community Director LA CDD
Community Director LAII CDD
Operations Manager LA CDD

FIRST ORDER OF BUSINESS

Roll Call and Pledge of Allegiance

Mr. Mecsecs called the meeting to order at 11:00 a.m. and called roll. All Lake Ashton CDD Supervisors were present. Mr. Greenwood called the roll and all Lake Ashton II Supervisors were present. The Pledge of Allegiance was recited by all.

SECOND ORDER OF BUSINESS

Approval of Meeting Agenda

Mr. Mecsecs asked for a motion of approval of the meeting agenda.

On MOTION by Ms. Landgrebe, seconded by Mr. Costello, with all in favor, the Meeting Agenda for the Joint Board of Supervisors Meeting, was approved by LA CDD.

Mr. Meccsics asked for a motion of approval of the meeting agenda.

On MOTION by Mr. Hill, seconded by Mr. Aull, with all in favor, the Meeting Agenda for the Joint Board of Supervisors Meeting, was approved by LA II CDD.

THIRD ORDER OF BUSINESS

Public Comments on Specific Items on the Agenda

Mr. Meccsics opened the public comment period.

Marriane Zak (4031 Birkdale – Lake Wales) – The CDD has been apprised by herself a number of times regarding the doors being unlocked at all times at entrances where handicapped parking is provided. It is illegal to lock the doors in public facilities. The side doors are locked most of the time.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the February 10, 2025 Joint Board of Supervisors Meeting

Ms. VanSickle presented the minutes from the February 10, 2025 joint Board of Supervisors meeting and asked for a motion of approval.

On MOTION by Mr. Realmuto, seconded by Ms. Landgrebe, with all in favor, the Minutes of the February 10, 2025 Joint Board of Supervisors Meeting, were approved by LA CDD.

Mr. Meccsics asked for a motion of approval from Lake Ashton II.

On MOTION by Mr. Zelazny, seconded by Mr. Martin, with all in favor, the Minutes of the February 10, 2025 Joint Board of Supervisors Meeting, were approved by LA II CDD.

FIFTH ORDER OF BUSINESS**Discussion Regarding Golf Course
Irrigation (*requested by the
Supervisors of the Lake Ashton CDD*)**

Ms. VanSickle asked exactly what Lake Ashton II is asking and what their position is. Mr. Zelazny stated this was brought up to the Board about 2.5 years ago when it was discovered after talking to Toro the provider of the irrigation system that the hydraulic sprinkler heads would no longer be supported and are being replaced by the electric sprinkler heads. It was brought to both Board's attention that this would take place in the next 3-5 years. The cost to replace the sprinklers on each golf course would be about \$500K each. In the terms of the contract, they maintain all of the sprinklers and the lawn, grass on the East as part of the lease agreement. The cart paths, bridges and ponds are a general amenity and maintained by the CDD. Those are the same arrangements that the golf club has with CDD2 on the West. They made it clear that they would be reluctant to make a \$500K capital investment on CDD1 property. Because the lease could be broken at any time, they would be reluctant to put a half million dollars into your green space. If the sprinkler system cannot be maintained, they would not be able to run the golf course on the East and close down the golf course on CDD1 property because it would no longer be supported without the irrigation upgrade. If you choose not to do it and the golf course has to be closed, the East CDD will have to make a decision to fund it or not fund it. If you want the grass to stay green, you will have to make the investment in an irrigation system. Along with that is the cost to maintain the green space which right now the golf course maintains for you. That cost is approximately \$600K a year to do the landscaping to maintain the green space which would be incurred by your CDD which is now paid for by the golf club. Mr. Aull spoke about the impact to the property value when you lose the golf course. The West does not approve any funds to do this project. It has not come before a vote. Mr. Aull would like to know how many heads get replaced a year on a hydraulic system. The CDD on the West has made the statement many times that we do not take money for the golf course from the community. A sprinkler system is a request and not a need. He suggested getting more information about how many heads a year get replaced on both courses before talking about \$500K here and \$500K there.

Mr. Realmuto stated he would like to see this on the agenda. Contrary to what may have been implied, while some of us Board members on Lake Ashton CDD have attended

the meetings and heard these issues brought up and individual Supervisors from CDD2 have spoken to Lake Ashton CDD Supervisors on a one-on-one basis, this is the very first time it has been brought to the Board. It has not been discussed at a previous Board meeting of ours nor has it been on the agenda. I think it is important to start with a set of facts that everyone can agree on. There is a lot of misinformation out there. Lake Ashton CDD does own the golf course. We paid \$230K directly to CDD2 for that land in addition to a lease and additional \$20K or more of due diligence expenses and attorney expenses. There is an agreement covering a lot of what has been brought up. The document governing the golf course is the lease agreement which Lake Ashton CDD turned around and leased for essentially no cost to CDD2, the East course. Lake Ashton cannot break the lease for the 30-year proration, they are tied into it. There is no provision in the lease agreement for us unilaterally terminating the lease. The assumption is somehow the Lake Ashton CDD is responsible for the irrigation system. This is clearly not indicated by the terms of the lease. In discussions, the irrigation system was a major concern and something that would likely need to be replaced so the concern was known and was in fact a reason Lake Ashton chose not to directly purchase the golf course. It was also included in the terms of the lease agreement. The lease calls for the lessee which is CDD2 to be responsible essentially for all of the maintenance that would be performed by the owner. The only exceptions to this are the Lake Ashton CDD is responsible for the maintenance of the golf cart pathways, ponds and bridges which is not an insignificant expense. The lease is quite clear that Lake Ashton CDD is not responsible for any other expenses of the golf course and there is no disputing that. The notion that Lake Ashton CDD should prepare for replacing the irrigation system is unjustified. We have lived up to our end of that lease agreement and maintained what we are required to maintain. There are other options for maintaining the irrigation. He noted he would like to understand what actions CDD2 might take to be able to maintain the irrigation system at a lower cost than \$500K replacement.

Mr. Zelazny noted the Board's plan for this expansion was coming up. Obviously, we would do whatever we can to prolong the system that we have. This whole thing was brought up for people to plan on expenses ahead. The option if you want to pursue it or not for each individual Board is up to you. This is just for planning purposes on what we

are looking for in the future. It is no different than the reserve study or anything else. Mr. Costello stated the problem is you are asking us to plan for your shortcomings. You were told there were troubles coming down the line with this irrigation system. You signed the lease saying that you are going to take care of these problems and now you want us to pay for your shortcomings. We looked into it with you and that is all we did. We never pulled out. Mr. Mecsics stated this is just a notification. There is no decision required from you all today. Mr. Realmuto asked the CDD2 Board to understand this from our perspective. It sounds like what Supervisor Zelazny is telling is, that Lake Ashton II CDD intends to renege on the lease agreement by not fulfilling its maintenance obligations which also is for the two courses to be maintained in like fashion. The golf course always has been something funded separately by members. The CDDs each agreed to pick up a large part of that cost in the three things you identified, the pathways, bridges and ponds.

SIXTH ORDER OF BUSINESS

Discussion Regarding Focus 2030 and How to Proceed with Whole Community Goal Setting and Procedures to Accomplish (*requested by Supervisor VanSickle of the Lake Ashton CDD*)

Ms. VanSickle stated they need to evaluate their strengths, weaknesses, threats and opportunities. Security is her personal priority and with the encroachment development, what impact will that have on the community, is security adequate. What are other steps to take to be proactive in protecting the community. How can we plan traffic calming solutions, education and enforcement have not been successful. How can we deter crime? ADA has become a big issue and ensuring accessibility to all of our residents. How can we be more inclusive and improve the quality of life of our residents. Recreational opportunities, what do residents want and will they support it. Amenities for resident health, wellness and enjoyment. The possibility of another outdoor pool and additional space for cars which is frequently mentioned but haven't been addressed. How do we maintain and update to stay competitive economically. How do we make better use with the amenities that we have? Infrastructure maintenance for a safe, functional and enjoyable community experience. Are we adequately prepared for aging infrastructure

failure. How can CDDs work together to save on mobilization costs. Is it possible to do similar work on both CDDs simultaneously at a price reduction. How do we get the community back to that small time feel where everybody knew each other. How do we get respect and kindness back to where it used to be? Possible problem scenarios. A future nonage restricted development across the street uses Lake Ashton as a pass through. Future nonage restricted development across the lake that has access by boat or kayak. Traffic growth and preparation for it. What are the traffic calming options? Explore alternate funding streams.

She noted they need resident input maybe a short survey. We need to come together as a community and work together on where they would like to see Lake Ashton in 5 years. She is open to suggestions going forward.

Mr. Mecsics offered to take the lead to the CDD Board to focus and set a group up. A Supervisor was designated to work with each Board. The 2020 & 2025 brought a lot of good information. Mr. Martin will be a part of the 2030 group representing the CDD. Ms. Landgrebe stated a 2023 group would be good but doesn't think Supervisors should be a part of it. Interference from Board members gives a different perspective. It hampers the residents from being totally honest and sways residents. A truly independent resident group with Board available to respond or answer questions would be a more appropriate way to go. Mr. Realmuto feels the committee should be 100% independent of CDD and not be involved in selecting members. The group should come back to joint meetings to ask questions for the Board to give feedback. Mr. Mecsics asked if there are any objections to it being a purely independent group. CDD2 has no problem. Mr. Zelazny feels there needs to be some government direction/oversight so they don't go down the wrong path. There needs to be a representative that attends the meetings to oversee what is going on and answer questions during discussion and involved in the meeting process. Ms. Landgrebe noted an independent committee will create their own facilitator, secretary, etc. They need honest resident opinions. Ms. VanSickle suggested Christine put out a survey.

SEVENTH ORDER OF BUSINESS**Discussion Regarding Definition of Guest and Non-Resident User Fee
(Requested by Supervisor Landgrebe of the Lake Ashton CDD)**

Ms. Landgrebe stated the joint amenity policy is a living document and ongoing with updates and reviews periodically. The current document was ratified almost a year and a half ago. The goal at the time was to update the guest policy and prepare for access cards. We now have experience with the joint amenity policy and at times need to take a look at it and see what recommendations this committee or group comes up with. Christine added 4 areas that could be looked at as joint amenity policies. She suggested the new Board member from each of the Boards work with Christine and Karen to look at the joint amenity policy areas, guest policy and whatever else needs to be updated. More topic oriented. Karen and Christine will keep coming back to the Board for feedback. Ms. Landgrebe suggested new Board members because they have fresh eyes and new perspective. Joint amenity for Lake Ashton is Greg Ulrich and for Lake Ashton 2 is Roy Aull.

EIGHTH ORDER OF BUSINESS**Discussion Regarding the Unification of CDDs (Requested by Supervisor Landgrebe of the Lake Ashton CDD)**

Ms. Landgrebe stated a resident would like to have a group put together to discuss pros and cons issues. It would be an independent committee. Ms. VanSickle stated the Boards need to listen open mindedly if a group goes to that effort. Mr. Realmuto would never discourage an independent group from getting together doing some research and presenting what they find to the CDDs. He suggested residents in Lake Wales and Winter Haven do more together, unifying them. Besides the efforts the CDDs have already taken and I think we have done a lot to join them through the joint amenity policies and other efforts. I think the process is a lot simpler to do that with the HOAs. The effort would be better directed there and you will get a sense of the resident sentiment. If that doesn't succeed, there is little chance of combining the CDDs succeeding. Mr. Martin asked what has been done on this issue and where can he review it. Mr. Mecsics noted he will get the documents from the attorneys for him. Mr. Hill would like to see a joint effort to get

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one landscaper, one security one attorney, one engineer to save on how they spend money on these issues.

NINTH ORDER OF BUSINESS

Supervisor Requests and General Public Comments

Mr. Meccsics asked for general audience comments and Supervisors requests.

Supervisor Hill stated the East has Medjool's on the road entering the community. He offered 7 Medjool's to the East free of charge to replant. Mr. Realmuto suggested that be discussed at the next meeting, add to next agenda.

Mr. Zelazny requested the agenda come out earlier prior to the time that each Boards meet independently. A lot of time is spent talking amongst themselves. It would be much better if the Boards have an opportunity to discuss each one of these at a Board meeting of their own before coming to a joint meeting.

TENTH ORDER OF BUSINESS

Adjournment

There not being any further business to discuss, Ms. VanSickle asked for a motion to adjourn.

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

Mr. Meccsics asked Lake Ashton II Board for a motion to adjourn.

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

Lake Ashton CDD

Signed by:

0CDADF4CFD22489
 Secretary / Assistant Secretary

Signed by:

12F94F24D49145E
 Chairman / Vice Chairman

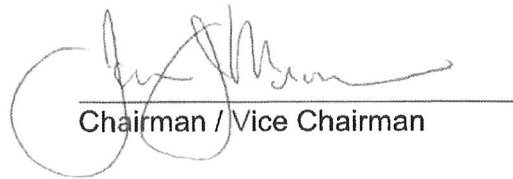
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Lake Ashton II CDD



Secretary / Assistant Secretary



Chairman / Vice Chairman