



***Lake Ashton***

***Community Development District***

<http://lakeashtoncdd.com/>

**Mike Costello, Chairman**

**Bob Ference, Assistant Secretary**

**Robert Plummer, Assistant Secretary**

**Harry Krumrie, Assistant Secretary**

**September 21, 2020**

*Lake Ashton  
Community Development District*

*Meeting Agenda*

*September 21, 2020*

# AGENDA

# Lake Ashton

## Community Development District

---

219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 - Fax: 407-839-1526

September 14, 2020

**Board of Supervisors  
Lake Ashton  
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Lake Ashton Community Development District** will be held **Monday, September 21, 2020 at 10:30 AM via Zoom Teleconference**. The Board of Supervisors and members of the public may attend and participate in the meeting utilizing the following options from your computer, tablet or smartphone. To participate using video, please go to the link address below. To participate by telephone, please use the call-in number below and enter the **Meeting ID** when prompted. Members of the public are further encouraged to submit comments or questions in advance of the meeting by email to [jburns@gmscfl.com](mailto:jburns@gmscfl.com), or by telephone by calling **(407) 841-5524**, up until **2:00 PM on Friday, September 18, 2020**.

**Zoom Video Link:** <https://zoom.us/j/96959231158>

**Zoom Call-In Information:** 1-646-876-9923

**Meeting ID:** 969 5923 1158

Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

1. Roll Call and Pledge of Allegiance
2. Approval of Meeting Agenda
3. Public Comments on Specific Items on the Agenda (*the District Manager will read any questions or comments from members of the public in advance of the meeting; those members of the public wanting to address the Board directly should first state his or her name and his or her address.*<sup>1</sup>)
4. Consideration of Minutes from the August 17, 2020 Board of Supervisors Meeting
5. Unfinished Business
6. New Business/Supervisors Requests
  - A. Public Hearing

---

<sup>1</sup> All comments, including those read by the District Manager, will be limited to three (3) minutes

- I. Public Hearing on the Adoption of Revised Golf Course User Fees and Rates
  - a) Consideration of Resolution 2020-11 Adopting the Revised Golf Course User Fees and Rates
7. Discussion to Amend and Extend Existing Service Contracts
8. Consideration of Room Rental Contract for Lake Ashton Bingo
9. Discussion Regarding Cleaning Services Agreement
10. Discussion Regarding Contract with Metz Culinary Management for Restaurant Services (*all back up for this item will be provided under separate cover*)
11. Monthly Reports
  - A. Attorney
  - B. Lake Ashton Community Director
    - I. Consideration of Quotes for Lighting in the Foyer
      - a) Kincaid Electrical Services, Inc.
      - b) Signature Lighting and Electrical
    - II. Consideration of Agreement with BOA Merchant Services for E-Commerce Platform
    - III. Discussion of Surplus Items
  - C. Engineer
  - D. Field Operations Manager
  - E. District Manager's Report
12. Financial Report
  - A. Approval of Check Run Summary
  - B. Combined Balance Sheet
13. Appointment of Audit Committee
14. Public Comments
15. Supervisor Requests/Supervisor Open Discussion
16. Adjournment

### **Audit Committee Meeting**

1. Roll Call
2. Public Comment Period
3. Audit Services
  - A. Approval of Request for Proposals and Selection Criteria
  - B. Approval of Notice of Request for Proposals for Audit Services
  - C. Public Announcement of Opportunity to Provide Audit Services
4. Adjournment

# BOS Meeting

# MINUTES

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

A communications media technology meeting of the Board of Supervisors of the Lake Ashton Community Development District was held on Monday, August 17, 2020 at 10:34 a.m. via Zoom video conferencing, in accordance with the Office of the Governor, Executive Orders 20-52 and 20-69, due to the COVID-19 virus.

Present and constituting a quorum were:

Mike Costello	Chairman
Robert "Bob" Plummer	Assistant Secretary
Bob Ference ( <i>joined late</i> )	Assistant Secretary
Harry Krumrie	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Jan Carpenter	District Counsel
Christine Wells	Community Director
Alan Rayl	District Engineer
Residents	

*The following is a summary of the discussions and actions taken at the August 17, 2020 meeting, and a copy of the proceedings can be obtained by contacting the District Manager.*

**FIRST ORDER OF BUSINESS**

**Roll Call and Pledge of Allegiance**

Ms. Burns called the meeting to order at 10:34 a.m., called the roll, and the pledge of allegiance was recited. Three supervisors were present at roll call.

**SECOND ORDER OF BUSINESS**

**Approval of Meeting Agenda**

Ms. Burns: In speaking with Mike before the meeting, we would like to move the RFP on the restaurant up first. We have some guests joining us today who are going to do some presentations. Rather than making them wait through the whole meeting, we would like to move that up front after the approval of the minutes.

On MOTION by Mr. Plummer seconded by Mr. Costello, with all in favor, the Meeting Agenda subject to moving the Restaurant RFP after Approval of the Minutes, 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*)**

Ms. Burns: For the record, since we are holding these meetings via Zoom and do not have speaker cards, the transcriptionist is left to guess on the spelling of residents names based on their pronunciation. If you want to make sure your name is spelled correctly, please feel free to spell it for us so we have it on the recording. I want to note for the record that we will also have the budget public hearing. If you have comments on the budget you can hold your comments until that portion. We have the public comments portion at the end for anything not on the agenda. I received one public comment that was sent to me ahead of time that was asked to be read. The comment is from Jack Van Sickle who is not able to make it today.

Mr. Van Sickle's public comment read as follows, "Your request for proposal to manage or lease our restaurant has produced three offers. Two are lease proposals which will lead us down the same path we followed with the last four leases. The Metz proposal is a management contract where we pay them to manage the restaurant. This would put the risk on the residents. Metz submitted two options. One is straight forward and projects an \$80,000 the first year, with the CDD paying that loss. The second proposal shows us making money the first year and all profits would be coming to the CDD. It requires all households to spend at least \$500 per year in the restaurant. This proposal would ensure that we have a good restaurant that is attentive to our needs. Issues; the RFP states that Lake Ashton is a community of 3,000-5,000 people. Is it the expectation that all residents, East and West, are required to pay or spend \$500 in the restaurant. The CDD only has tax and authority over the Lake Whales restaurants. If CDD II is included, how is it collected? If CDD II is not included, does that increase the \$500 per year for the Lake Whales residents. Do we have different menu prices for

nonresidents? I would rather see the restaurant managed at a breakeven point where diners would pay for the cost of the goods and services. Any good restaurant management company should be held accountable for quality food, and service should sell itself. I do not think that residents on the East should be subsidizing menu prices for others including outsiders. I do not have a problem with the \$500 spending in the restaurant per household if all Lake Ashton residents participate. It could initially help the restaurant be successful. This could be an issue for some that do not eat out, either for health reasons or financial reasons. I do not want to see the CDD making a profit off of our residents, nor do I want to see our residents subsidizing someone else's dinner more than we currently are."

Resident (Steve Realmuto): My first comment is on the proposed CDD meeting schedule. We will have five new supervisors across the new CDD's taking office on the second Tuesday following the general election in November. Two on the East, and three on the West. As proposed, both our November meeting and a joint CDD meeting would be on November 16<sup>th</sup>, the day before the newly elected supervisors can take office under Florida statutes. Please consider moving the date for these dates at least one day later so the people's elected choices are on the job and representing them in November. On to the reason that I'm sure most of the audience is attending today's meeting, the restaurant. We were fortunate to receive three proposals, and I thank those who invested the time to submit them. My brief take, is that proposals two and three are similar in many aspects to the types of operations we have had here in the past. None lasted very long. The first proposal from Metz, while needing further discussion and negotiation to fine tune before we could accept it, offers us the opportunity to get off the turnover of restaurant merry-go-round that we have been on over the last eight years and to have a restaurant professionally managed by an experienced team. What's most impressive about Metz's proposal is not the fancy presentation, that's expected from a larger company. It's that they seem to understand what it will take to succeed at Lake Ashton. That is a fresh, varied menu with items changing frequently, the importance of both quality and value, the ability to handle catering and larger groups, and the social aspect. In short, and in their own words, giving residents what they want and when they want it. Regarding Metz's second proposal/option, that includes all homeowners paying a \$500 year minimum. It's

important to note that that was not the required part of this proposal. They outlined in their budgets that would be an option that they feel would help the restaurant break even. I believe the projected a small loss without that. I do think that's an area that could be refined for various reasons. I do not believe that a compulsory minimum per household is the way to go. I would much prefer to see a voluntary option that incentivizes members to commit to that same amount. You could call it a restaurant club or whatever you want, for families willing to meet that minimum you could offer a 10% discount and various other benefits like free delivery for example. One red flag that my wife Iris noticed, on the third proposal, was that their budget lists \$0 for the amount for insurance. Thank you for listening and I look forward to hearing the other comments."

Resident (Tom Scali): Attached, please find the signatures that I collected during one week at the clubhouse. I was limited to only two hours per day. The numbers are not significant but I did not pursue collection as originally planned. The Board has made up its mind and there is no way that it can be changed. However, I do believe that the Board owes this community an explanation as to why it chose a different path than CDD II. This decision was made without any input from the community and without a resolution on an agenda. I've asked this question on numerous occasions, and my request has always been ignored. As I said earlier, this community is the third behind nursing homes and assisted living facilities as being the most susceptible to serious harm if COVID-19 gets foothold in this community. We already know of at least one case here, and possibly others including a potential death. All hospitals, medical centers, and most doctors have implemented a plan similar to CDD II, and yet this Board continues to do the minimum. All that is needed is to limit access to the clubhouse and pool area, have a staff member require that everyone entering or leaving this complex sign in and out. Entering the clubhouse can be easily accomplished by putting up some ropes that direct visitors to the desk inside the ballroom. Similarly, the same can be done for the pool. While there may be some minimal expense, this is easily justified by the safety gained by residents. Hospitals, medical centers, and most doctors do not allow family members, even spouses, to enter their complexes. Why are we allowing nonresidents to enter our complex during this critical period? Lastly, Mike, your childish, immature, and unprofessional antics when we played golf seven weeks ago only lowered my respect for

you as an individual and as a Board member. You made one comment, that I limit my talking to the Board, well I tried doing that at the last meeting and I was completely ignored. The Board never addressed any of my questions and your nonverbal was clearly written all over your faces with the exception of Bob Ference. Because of the Board's total disregard I contacted the Daily Ledger, and they contacted both CDD's. Doug Robertson but Mike refused to contact them. Mike, why did you refuse? The Board owes this community an explanation as to why it chose a different path than the CDD II. What was your rational and justification? I certainly hope it was more than just a judgement call, and that you had facts and rational. We are talking about the safety and welfare of Lake Ashton residents. Thank you for your time.

Ms. Burns: Thank you Tom. I do not see any more raised hands at this time.

**FOURTH ORDER OF BUSINESS**

**Approval of the Minutes of the June 5, 2020 Budget Workshop, the June 15, 2020 Board of Supervisors Meeting, and the July 13, 2020 Board of Supervisors Meeting**

Ms. Burns: We would be looking for approval of these as amended, I had a couple changes to the spelling of resident's names that will but in the final version. Are there any other changes? Hearing none,

On MOTION by Mr. Costello seconded by Mr. Ference with all in favor, the Minutes of the June 5, 2020 Budget Workshop Meeting, the June 15, 2020 and July 13, 2020 Board of Supervisors Meetings, were approved.

**SIXTH ORDER OF BUSINESS**

**New Business**

**F. Review and Ranking of Request for Proposals for Restaurant Management**

Ms. Burns: As you recall from our previous meeting, we put out an RFP. We sent the RFP to around 18 different companies, and we received 3 proposals back. These proposals were sent to the Board and then posted on the website last Wednesday after the due date. We received proposals from Ashton Lakeside Dining, Marina, and Metz Culinary Management. We reached out to each proposer and let them know we would be

giving them 10 minutes to present some information to the Board, followed by time for Board members to ask questions. After all three companies are done, we will ask if you are willing to sign off to let the Board have discussions, then we will get back to you after the meeting. It is a public meeting, but we would request that you sign off in order to let the Board have those conversations after everybody has presented. We will go in alphabetical order, so the first proposer will be Ashton Lakeside Dining. Jeff and Anne Heaton are here to discuss their proposal.

Mr. Heaton: Good morning and thank you so much for giving us the opportunity to talk about the restaurant and us a little bit, and give you an overview of what we think. I will briefly go over Anne and I's background so you can get an understand of where we are at and where we come from. I was a police officer in Washington D.C. for over 23 years and I've protected presidents from Nixon to Clinton. I was a hostage negotiator and also was on the SWAT team. Before that, I was in the military police for three years, I was a Sergeant. When I left the military, I went to work for Disney as an Assistant Security Director and a manager on duty at 311 for two of the large hotels at Disney. On that shift after 5:00, I was the only manager on duty. We had between 4 to 5 restaurants in each of the hotels and I was in charge of everything from housekeeping, front desk, valet, engineering the restaurants, and the bars. Anne and I ran a similar sports bar here in Winter Haven for three years. How we got to that was we had been doing real estate for a number of years and we sold a home for the owners of the bar. The husband was tragically killed in a horrible accident and the wife asked us to lock it up and take the restaurant over. We ended up staying for three years and running the restaurant totally. When we went to that restaurant, it was in the red and grossing about \$19,000 a month. At the end of 3 years, we were at over \$90,000 a month. We took the bar from a very poor condition and there were a lot of problems that we had to fix. What I do think we bring to the table for Lake Ashton, is we are residents here. We feel like we have a part in this community. We are going to run it as a business that would be friendly. We want to change the atmosphere. If you look at Eagle's Nest and how Vicky runs that restaurant, and you look at Lake Ashton, the atmosphere was just never there. We have a lot of ideas of how to bring that atmosphere and change the negative feeling of when you go into the restaurant. It doesn't have a happy, welcoming feel. To me personally, it feels like you're

going into a morgue not a restaurant. Food price, we talked to a lot of families and Anne and I in our three years have been through a lot of restaurants and bars talking to everyone that was successful to see what makes their restaurant successful and what makes one fail. We've seen restaurants that the management company changed, where the food and price stayed the same but because of the atmosphere the establishment failed and went under. It is so important to get the right people on the front end of the restaurant, like the waitresses, bartenders, servers, managers, greeters, etc. I think you have 15 seconds in the beginning when you meet and greet somebody before they make an opinion of you. Our belief is that we go to every table, we talk to every family. We want the families to come there to feel like it's a family place. It's not a commercial restaurant, and it's not just about meatloaf or open faced roast beef sandwiches. I think the establishment could support itself and actually make money. We actually make money for the owner of a similar sports bar and grill. They have a seating capacity of 150 and that's where we are at. We had Halloween and Christmas parties at the sports bar, sports events and 2-1 beverages. As many times as I've been to the restaurant, I didn't think that they were facility anywhere near its capacity to earn money. Our dreams would be that we could make money for the restaurant and the \$500 could go away. I don't understand why that restaurant can't support itself and make money for the community where they don't have to pay the \$500. How we do that is some of the things I've suggested. Obviously food is very important and so are the prices. I've talked to a lot of the families in here in 2 years and the negativity of that restaurant is that it's over priced and the food quality in the last several businesses that have been in there has not been justifiable for the price. We have worked with all the distributors, and we would try to vary the menu and change it weekly but still have a staple of certain foods for certain people. I'm a diabetic, and I think we should have a diabetic plate for people. I would like to try a whole lot of different things. We could do carry out for people who aren't feeling well and are stuck in their homes. They never even had a super bowl party at the restaurant. As large as it is, I can't believe they aren't having parties for these sports events. We have that gorgeous outdoor sitting area that has never been used. One thing that was very successful for us was frozen drinks from a frozen drink machine. Why we don't have one out there at the pool that is safe with the plastic cups, I don't know. You can make \$3-\$4

off of each one of those drinks. When they have weddings there, half the time the bar is closed. The other thing is our restaurant was open 7 days a week except for Christmas. There is no reason that the bar and restaurant should be closed on Monday. That needs to be open 7 days a week. It needs to be open for bingo, for small catering. I think we have to do a soft start at first. With the Corona virus, we have two big objections. With my military and police training I'm trained to overcome objections. One I think we have to fix is the negative attitude at that restaurant and the people's belief that it is never going to work. Due to Corona virus, we are going to have to figure out how we can safely take care of the families and get an operations up and running. I could talk for hours, there are a million things that we would like to do that haven't been done in the bar. To sum it up, what Anne and I have, we've both been realtors for over 40 years. We've dealt with multimillionaires and first time homebuyers. Overcoming objections, we are very good at that. We are very good at reading body language of family members. I can see immediately if something isn't right or if they don't like the food. Some of these small things I'm talking about are really large things for this establishment. I'm open for questions, I would love to answer anything that we can for you guys.

Mr. Plummer: Jeff, how long have you lived here in Lake Ashton?

Mr. Heaton: 2 years and 4 months.

Mr. Plummer: Have you found the restaurant to be over priced and the food not to your liking?

Mr. Heaton: My feeling is that the food quality was just so-so. Where I was really let down, was service.

Mr. Plummer: So you feel the restaurant failed because of lack of service and hospitality.

Mr. Heaton: That's two things, and the third is the food quality was just so-so. It was not excellent. I never said, "Wow, I want to come back for that again."

Mr. Krumrie: Jeff, this is Harry Krumrie. I have a couple questions. What years were you at the sports bar?

Mr. Heaton: 2014 to 2017.

Mr. Krumrie: I personally frequented that sports bar. I think our biggest concern as a Board is your capability of an ongoing concern. Meaning that, show us you have startup

money. You did not submit a budget for startup. How much is it going to cost you to open up the doors. Secondly, we need to have confidence that you have money if the year does not turn out like you think it is going to turn out. In other words, show us your check book.

Mr. Costello: One of my concerns with reading it, you seem to be a little bit lax on catering. Do you have any catering experience?

Ms. Heaton: I had a shop in Winter Haven next to Andy Thornal. We did catering, it was a gourmet food shop. I did a limited menu of sandwiches, salads. We delivered to business, doctors officers courtesy of the pharmaceutical reps. We did very well with that, but it's limited. That's why I put in the proposal that initially we needed to focus on the restaurant.

Mr. Costello: Like Harry said, for the next few months it's going to be a tough go. Hopefully something is going to open up and we are going to need somebody in there as caterers. Honestly, that's where the money is. Hopefully we would be able to cater weddings and other events that are going to want hot meals.

Ms. Heaton: I don't think that's anything we could not do.

Mr. Costello: But you have limited experience in doing that.

Ms. Heaton: As far as hot meals, yes.

Mr. Plummer: I think they are actually on record saying they do not want to do the catering. If you go back to Christine and ask her about catering, she will tell you that we get more requests for different kinds of catering. We can't be one stop shopping for everybody.

Mr. Costello: We do want availability for people who do want in house catering.

Ms. Wells: I want to mention comments that I've heard. People that were looking at our facility, wanted to have the ability to bring their own caterers.

Mr. Heaton: To make this work, every facet of the establishment has to be used to get it profitable. Absolutely catering is going to have to be part of it. Anne and I don't have a lot of catering. At the Disney hotels, I oversaw how the parties and functions were set up. As far as catering goes, it's presentation and also the cooks. We viewed the kitchen and it's great. Are we having a 50 person event, a 500 person event? The kitchen is going to dictate how many people we can serve food that is hot and fresh. We don't want to

serve cold food for a 200 person party. You would have to have the proper chef to do catering as well, you couldn't just have a short order cook. We would have to have somebody that can prepare large quantities of food quick. The other part is getting the presentation right. Anne is an interior designer, so she knows how to set things up and make things look proper. I know we can do it, it's not our forte but we can do it.

Mr. Krumrie: The catering is only a small part of what Lake Ashton is all about. What's most important to us is the residents. 90% of our revenue would be generated through the restaurant. 10% would probably be generated through catering. I think we should worry about the residents first and catering second.

Mr. Heaton: That's what our proposal was about. We want to take away the negativity. I'll give you an example. We have a small dog and we go to all the dog parks, so I talk to all the people there. I've not told them anything about us being interested in doing the operation. You guys just had an event there of meatloaf. It was \$24.99 and everybody at the dog park was upset at the price. There were a few people there that said you get your drink, dessert, appetizer, tax, and the tip in it. There was a perceived notion that it wasn't of value so they didn't go. We've got to overcome the negativity of this restaurant. That is something Anne and I are very good at.

Mr. Plummer: When we put out the RFP we asked for either a management company to operate the facility or leases. I'm assuming reading your response that you want to lease and are not interested in managing the restaurant.

Mr. Heaton: We are open to either, but to be quite frank I am a retired police officer so we are living off of social security and MI Police pension. We would be able to manage it and give all the money back to Lake Ashton. We want to make it a profitable. I understand that the last restaurant got free rent, free water, free gas, free electric. The only thing they were paying for was food and labor and they couldn't make it work. I don't understand that looking at the facility. How in the world did they not make that operation profitable where Lake Ashton received funds back. We would be able to manage it. I think the communication between the Board, the community, and Anne and I needs to be open. We need to be frank. When we first go in, we are going to have some hiccups. We are going to have some things to overcome. We are going to have to make it right when we get to soft opening, that food and prices and menu better be right on right off the bat. We

don't have a month to adjust. We have to hire great cooks that can get the food out fast. To give you an example, I ordered pork chops and they waited 12 minutes to come out and tell me they only had one porkchop. In the party we had six, and three of us ordered porkchops. It took 7 minutes for them to even come over and say hello to me. Nobody greeted us either. Every time I have been out there with other members that live here, the service sucked. That's the word I'm going to use. That tainted my whole experience. When the food came it was mediocre at best. Whether you guys decide to use us or not, that's the problem with that restaurant. We have been to other county clubs that have golf courses. We've been to Poinciana, Southern Dunes, and others in Orlando. We looked at these operations and we watched waiters, waitresses, managers, and greeters. We looked at the menus too, and it's a lot better than what we have. We can do better whether you use us or not. That restaurant can be a money maker.

Mr. Plummer: One other question, if we decide we want you as a manager or lease, what would your projected start date be?

Mr. Heaton: That's a long answer question, but I'm going to try to make it short for you. Anne, being an interior designer, noticed that you've taken down the drapes down which really opened it up and brightened the room and made it look better. It needs a little work to make it look more cheerful. The other thing is, we have to hire a completely new staff and that takes time. I'm not going to hire the first person that applies for the job. I need a great bartender. The bartender we had when you walked in the door knew exactly what you wanted to drink and she had the drink sitting there waiting for you. She knew your name, you kids name, your dog's name. I need another person behind the bar like that, not a flower on the wall. Anne, what do you think?

Mr. Plummer: We won't hold you to a day, I just want an idea.

Mr. Heaton: We were thinking November. We are probably going to go through 100 people to get the right guys and girls for staff. It's not an easy thing to get the right staff in this business. That is the key to this. We let a lot of people go because they would not perform at work to what our expectations are. Disney has a philosophy that we trained to, a pillar of excellence, and that the customer is always right. You will give 100% to make that customer happy. I cannot hire the wrong bartenders, the wrong waitresses, and get the wrong cooks out that who don't show up or can't actually cook the food. I think

a November date is more realistic. We would have families come up and order from a very limited menu the first time for free. That would be a meet and greet to get the families to understand that the place was under new operation, everything is new, a new atmosphere, new food, new pricing. They would fill a questionnaire out at the end to see where we are at, and adjust to that when the actual opening happens. It would still be a soft opening. We are going to have to adjust 4 or 5 times to get it absolutely the way we want it.

Mr. Plummer: You're saying November 1 approximately?

Mr. Heaton: That's what we're thinking.

Mr. Plummer: Are you going to have a written Employee Handbook by that date?

Mr. Heaton: Absolutely.

Mr. Plummer: Who's going to do your payroll?

Ms. Heaton: We would use ADP, that's who we have used in the past. We've used Certegy too.

Mr. Plummer: Back to your budget, can you explain why you didn't put any money in for insurance?

Ms. Heaton: Yes, I had a question about if we did it as management. Would we be able to go under Lake Ashton's workman's comp, their insurance, etc. Those are things that I felt we could talk about and work out afterwards.

Mr. Plummer: The other question I have is under the projected financial statements for revenue, you did not subtract out any cost of goods sold.

Ms. Heaton: Yes, we did.

Mr. Plummer: There is no cost of goods listed under food.

Ms. Heaton: If you turn over to the page where it's broken down, it does have cost of goods sold just for the food.

Mr. Plummer: Does the percentage of cost of goods sold mirror what happened at the sports bar?

Ms. Heaton: There's a range for cost of goods, and I went to the higher end of the range. I believe I used 33% and 20% on the liquor.

Mr. Plummer: I didn't see anything in there for credit card fees. There are a number of things missing, but I think we can do that at a different time if we decide to keep going forward. What is your succession plan? If you get sick, what is your backup?

Mr. Heaton: We're multifaceted. When we ran the bar, we both did everything. I didn't do as much of the bills as Anne did. If one of us did become ill and couldn't be there, the other one could. You're really getting 2 people for the price of 1. Let's say we both got sick and couldn't work, my structure from the military and police force would be that everybody in the bar needs to be trained multifaceted so they can do something else in case someone gets sick. We would have an assistant manager that would be trained to know the functions and roles that we set, and know the quality and control we want. We would have waitresses that have the experience to be bartenders, in case somebody didn't show up for work.

Ms. Burns: Are there any other questions from the Board? Hearing none, we will move on. Thank you Jeff and Anne.

Mr. Heaton: Thank you for considering us. We wish you guys the best because everybody in the community wants this restaurant to be successful. Good luck guys.

Ms. Burns: Thank you. Up next we have the Marina restaurant.

Mr. Signore: Nice to meet you all, my name is Luigi Signore and I have been in the restaurant business for over 40 year with different business. The first time I came to see the Lake Ashton community I was really impressed. You have a very beautiful community and restaurant. I noticed the potential of the catering and the restaurant. The outside of the restaurant is really impressive. When you go inside on the right side, where the stage is, that part could be a food court almost. You could put food there on display for breakfast, lunch, and dinner. In that area you could put a line of carts with 6 or 7 different types of rice, and 5 different pastas, sausages, chicken, pork, roasted vegetable, etc. Then going down the line I would create a line of desserts. That would all be a visual menu. You would come to the line and look at the food, then you could pick. That would be on wheeled carts. If you decided to do catering, you could move the wheeled carts to another section of the room and you could cater two events at once. For the restaurant, I would keep it how it is. It is a beautiful restaurant, but I want to create a special menu for the restaurant that would have high end food. There could be steaks, steak and fish, ribeye

steak, prime rib, and other high end food. It would be justified to have an expensive menu because you would also have another menu that isn't expensive and has a lot of other food. People aren't strapped to just an expensive menu or the cheaper menu. On the buffet table, they would have a lot of food if they don't want to spend a lot of money. I would leave the bar the way it is. I would create an app for the residents' of Lake Ashton. Each resident would know events going on in the restaurant and the food we would have for the day. We would create a lot of different events like a bingo night, a karaoke night, a trivia night, you could hire a band, Italian night, Mexican night, Cuban night, etc.

Ms. Burns: The time limit has expired so we will turn it over to Board questions at this time.

Mr. Krumrie: I didn't feel that the response to the RFP met the requirements, so I am not going to ask any questions at this time.

Mr. Costello: I have no questions.

Mr. Plummer: In your written presentation, you touched base that you were open to either leasing or managing. Is that still correct?

Mr. Signore: Yes.

Mr. Plummer: And what would be your projected opening date?

Mr. Signore: That depends on how much work there is to be done. We would have to buy equipment to do the buffet style line. I would address the restaurant a little bit, but not much. I might put in a few televisions. I would estimate a start date of before Christmas, maybe the end of November.

Mr. Plummer: Are you confident in your ability to be able to cater to larger events in the ballroom?

Mr. Signore: Absolutely. Especially the way I would set it up. It would be easy to cater a large event.

Mr. Plummer: If in fact you had that system here and it was an outside caterer but you were going to provide the liquor, would you be assured that you can do that as well?

Mr. Signore: If that's the case, the way I would do the liquor would be part of the system. I would make bars on wheels, they could cater that way for liquor.

Ms. Burns: Are there any other questions from the Board? Hearing none, we will move on. Thank you for the presentation and we appreciate you taking the time to speak

with the Board today. Our last presentation today is from Metz Culinary Management and their presenters are Jack Brill and Jeff Brown.

Mr. Brill: Good morning everybody, I am Jack Brill. I am the Vice President for Metz Culinary Management based in our regional headquarters in Sarasota. Joining me this morning is Jeff Brown, who is our district manager operations of Florida in Orlando West. He is based in Sarasota also. We appreciate the time and consideration this morning. I will highlight some points to stay in the ten minutes. I have to say that I have never met Steve before but he could have done my whole presentation for me. I appreciate that very much from Steve. Obviously Metz Culinary Management is a family owned business. John Metz Sr. is a Sarasota resident. We have headquarters in Sarasota, Florida, Atlanta, and our main support headquarters is in Dallas, Pennsylvania. We are a restaurant hospitality company and a dining management company. On the hospitality side, we run a number of operations from T.G.I Friday, Ruth Chris, and Chick Fil A. We have a concept that we owned and started by John Jr. in Atlanta called Marlow's Tavern. There's 18 or 19 in Atlanta, 5 in Orlando, and 1 in Tampa. Our other business is dining management, which we are fortunate enough to run the dining and catering operations for a number of clients up and down the east coast. The closest one we run is Polk State dining services in Lakeland and Winter Haven. Our newest one in this area is the Ringling Museum in Sarasota. We are managing and operating all three of their restaurants, a Starbucks, and we are managing the catering. I want to highlight a few points. Running the operation, we become part of you, you don't become part of us. We tailor to what the residents are look for from a menu standpoint, price standpoint, services standpoint, and catering standpoint. It's all part of our guest hospitality. We don't care if our guests are 3 or 93, we want to make sure that those needs and excitement and fun of the guest experience are met. You have a great facility at the country club. The inside is great, the outside is great with the patio and pool area. You have a bar that handles both inside and outside and there are venues for traditional dining and for BBQ and grilling functions. There are a number of creative things you can do. You are also very fortunate to have a ballroom that holds approximately 425 to 450 people. That adds a whole other dimension for resident events and outside events. I am going to mention catering services. One of the things that is very important for the catering, is having the menus, technology, support teams,

and culinary experience in place. That is all part of running a successful event. One of the things to talk about today, is running a successful operation in today's environment #1 is to make the guests feel comfortable. That means offering flexible options for social distancing, having to go options. In our proposal we talked about a delivery system and a mobile app. I mentioned the outside patio earlier, that is an area where you can take advantage of the facility. As a company, we do have a very specific COVID plan in place for all procedures whether it's back of the house, front of the house, etc. Being a hospitality company, we run a number of operations that are like Lake Ashton in terms of dining management and restaurant operations. We are very fortunate that the Metz family is invested in all areas; culinary, culinary operations, safety, marketing, technology, and human resources. We are a 26 year old company, and our general managers have a 90% retention rate and our senior management team has an average tenure of 14 ½ years. Jeff and I are the newbies at 8 and 6 years. We also have a very large healthcare group. We are very on top of dietary needs of seniors. Our purchasing power, we are a shareholder in Premiere which is one of the largest food purchasing organizations in America. We are able to purchase well with quality to offer the best menu items at the best price. We are very much financially transparent. As we talk about in our proposal, we will be proactive. We are there to be a solution provider. If you want to see the daily sales by hour, what your table turnover is, we will provide all that. If you want to know the price of hamburger, we will tell you. In addition, we will provide a number of menu suggestions and items we thought might fit well. When you are going into an operation, you learn the needs and wants of your guests. As part of that, we can tailor and adjust the menu. Our chefs have created a database of 8,000 to 9,000 menu variations. We can tailor things to the residents and guests of Lake Ashton. The nice part is with that purchasing power, we can offer great menus and items at competitive prices. We believe that we can take Lake Ashton to the next level, which is actually the level that is should have been a while ago because of the facility, location, residents and guests. We want to make this the destination go to place for everybody.

Mr. Brown: I want to expand on a couple things. There are a couple way you can go forward. You can hire a restaurant locally and get a local small team. However, when you hire a company like Metz, we come to the table with a lot of support. I am a district

manager, which means I oversee operations. You will get a person like me, who comes in and makes sure that we are following very specific standards to meet your needs. I would meet with members of the Board and Christine to talk about how things are going on a regular basis. I would make sure any adjustments that need to be made are made quickly. A topic that came up a lot is catering. We do catering events from 2 to well over 1,000 people in many different locations. We do them at large colleges, fundraisers, Board meetings, President's meetings, weddings, etc.

Mr. Brill: Jeff, we just hit the 10 minute mark. At this time I will pass it back to Jillian and the Board.

Ms. Burns: Thank you very much. I will turn it over to the Board for questions.

Mr. Krumrie: In your revenue projections, did you rely on any outside sales?

Mr. Brown: You initially provided some sales to use that were old, so we expanded on that based on your growth. I think there is definitely a possibility to do more than we have in that number. Essentially we only have about 80 customers at lunch per day and a little over 100 at dinner. I think there is possibility to do more than that.

Mr. Krumrie: What about per plate revenue, what did you project on that?

Mr. Brown: We projected it by food cost per cent. We have our lunch at 32%, dinner at 28%, alcohol at 18%, and catering at 32%. For our revenue, we used an average of \$9 and \$14 for dinner. That did not include alcohol.

Mr. Krumrie: I don't want to say we are a beer and wine community, but we are not too far from that. What would you charge for beer and wine? The biggest complaint in the past has always been the \$5 bottle of beer. This community does not seem to accept that.

Mr. Brown: When we did our budget, it probably would have been in that range. That being said, if you want to have that as a lower price that's fine but it might make a difference in the overall financials. Then again, if it sells well then it could balance itself out.

Mr. Krumrie: You are going to serve surf and turf. Are you going to serve that on our plates?

Mr. Brown: We don't know what you have for plates. We proposed that there will be some investment up front and we've said we would take that on to improve some of those items.

Mr. Brill: Unfortunately when we view the kitchen it's just a snapshot. We saw some plates and a few utensils. In return for a five year agreement, we would be gifting those purchases and you would have ownership of those at the end.

Mr. Costello: A five year agreement, is that the minimum you will accept?

Mr. Brill: That is a preference, but we would certainly be open to discussion. We are a very flexible organization, but we do have some limits. Five years is our normal agreement period.

Mr. Costello: Is there any possibility of sharing loss and sharing profits? Can you assume some risk and we assume some risk? Or does it have to be all us assuming the risk.

Mr. Brill: It would have to be a little of both. In a management fee, we are going to do everything we can to make sure you break even and are profitable. For example, we would be able to open at some time in October. We don't know what the response is going to be. With COVID, we are in uncharted waters here. We might have a great to go business at the start, but then you're not getting the alcohol sales.

Mr. Costello: We've already completed our budget, so if were to lose \$250,000 over the next year I don't know how we would recover it.

Ms. Carpenter: If we explore the management agreement, it is a little bit different than the lease. We have to look at tax implications, and sharing risk and profit is one of the key things we would have to avoid. There are issues there we would have to deal with.

Mr. Costello: You said you projected \$500 per household. How many homes did you project that on?

Mr. Brown: I believe it was around 1,500. Harry, when you were talking how much were you saying the average person would need to spend per month on our numbers?

Mr. Krumrie: \$100, and \$200 for a family. You can't count on 1,500 houses. 100 lots are not yet sold. Another 100 are in the process of construction. There are probably 100 houses that are rentals. Another 100 are Canadians who probably aren't going to come back. Part of our population is seasonal, it fluctuates severely in the summer time. A seasonal person is only here 6 months.

Mr. Brill: We projected a seasonality based on snow bird movement.

Mr. Krumrie: I came up with about 1,150 occupied months of all the houses.

Mr. Brown: I live in a community similar to yours, we have presently 500 household minimum per year. It's significant on how it helps the food operations rise.

Mr. Krumrie: Our problem is we can tax the East, but we cannot tax the West.

Mr. Brill: We did not know that until we heard that in your conversation.

Mr. Costello: Once this pandemic ends, people are going to start travelling again. This place could empty out for a while. Are you able to project that into figures?

Mr. Brill: We are seeing the travelling that is going on, it's weekends mostly. When stuff opens up, are you going to see shorter trips and more often? I don't see the first plane to London being full any time soon.

Mr. Costello: Like Harry said, he doesn't see a lot of Canadians coming back. We just don't know what's going to happen. I thought some of the numbers were escalated.

Mr. Brill: Obviously you are basing that on the information you have, based on what we think it should be doing. If it turns out to be less, obviously we have the ability to adjust our labor models, etc. For catering as an example, if you have a large event socially distanced and we can bring in support people for that event from other operations and they only get charged into that cost. It's not like you have a full time catering bartender on your pay roll in your costs. There is flexibility and adaptability, because frankly none of us know what is going to happen.

Mr. Costello: I don't really think we have a model to work off of right now.

Mr. Brill: What is ironic is our VP of restaurant operations thought we were being very conservative for the facility and the community.

Mr. Brown: We proposed a delivery service using a golf cart and driving around. We would have to develop an app for ordering. When I try to project out for a community like yours, I think that people move there because they want to be there and they want to do things with the group who lives there. As long as you give them a good facility, that should automatically help draw people in.

Mr. Ference: Jeff, you hit the nail on the head. We have the facilities to do exactly what you are saying. It just needs the proper management and proper ideas. I think that's where we have lacked some in the past. I want to touch on the \$500 minimum we talked about. I think for a fraction of our residents that is a good a plausible idea, and for another

fraction it's a nonstarter. We might want to try a model that is not necessarily a mandatory thing, but possibly a voluntary situation that has additional perks with it.

Mr. Krumrie: One of you said it would take a couple of months to start up, is that correct?

Mr. Brill: We felt that sometime in October would be our starting date.

Mr. Costello: Personally, I think your presentation was very extensive. I think you laid everything out for people to look at.

Mr. Brill: If there are no other questions we will jump off the call, we thank you very much for the opportunity to be part of it. Thank you everybody and have a wonderful day.

Ms. Burns: Thank you Jack and Jeff. Board, you have heard the three presentations. We circulated ranking sheets to everybody. If it's the Board's preference we can have a discussion first and then rank them after that.

Ms. Carpenter: Jill, it might be tough to use a ranking sheet when were look at different options of leasing and management. I think a short discussion on what the Board thinks is the best option at this point and see if any of those options fit the bill.

Mr. Krumrie: Jan, let's discuss the losses. I think I heard you say that we might not be able to share those losses.

Ms. Carpenter: Yes, that is correct. A sharing of profits and losses when it's government financed tends to be a problem. We can explore to see if there are any different ways of doing it, but that's not typical.

Mr. Costello: Jill, you said you have other communities that has a management company. How do they do it and could we get information from them?

Ms. Burns: I would have to look into it, it is not a community I manage. The CDD has a management company that manages the restaurant that is not affiliated with the golf course through Billy Casper, who also does the golf course. There is a different tie in there with the golf club.

Ms. Carpenter: We have one where they are managing a facility, but it's not quite the same. It's a different tax counsel. I can certainly talk to them and get their initial thoughts.

Mr. Plummer: We have to decide which way we want to go, do we want a management company or do we want another restaurant. Personally, I'm not afraid of

trying another lease. I would have to spend a lot of time with Ashton Lakeside Dining, I would want to make sure they have the financial resources to continue operations and that they have a succession plan. The Metz proposal is nice, but let me say this, I don't know as a Board member if we end up losing \$200,000 between now and next year. It has to come out of the operations. How are we going to make that up? Well we would have to raise the taxes the following year. I'm not willing to go back and ask for a million dollars over 5 years from my residents.

Mr. Costello: We could talk to them about a shorter term contract.

Mr. Plummer: In the Metz proposal, succession isn't a problem there. There's a system there. In smaller operations, you could have an issue there.

Mr. Costello: We have to look at if we can take the Metz and cut out some of the hours, maybe cut out breakfast. Do we need the entire venue the way they set it up?

Mr. Plummer: My question would be is if we decide to negotiate with those, could we do that?

Ms. Burns: Yes, you could designate a Board member to work with staff to negotiate the terms and bring something back to the Board for approval.

Mr. Costello: We can rank them 1, 2 and 3. Then we can go back to the first choice and negotiate their contract.

Mr. Plummer: Mike, I think hands down Metz would win. The only question is the bottom line.

Mr. Costello: We could tweak the proposal.

Mr. Plummer: If we rank them, it wouldn't be anything different than what we did with engineers. We ranked them and then went back and negotiated. So, let's rank the restaurant proposals then go back for negotiations.

Mr. Costello: That's the best way to do it. Unfortunately it will take time to do that and I would like to see someone in there as soon as possible.

Mr. Plummer: I agree, timewise it is critical.

Mr. Ference: Is there an advantage to the first proposal where the owners are residents? They would obviously have a vested interest and they wouldn't be tied down to corporate protocol.

Mr. Plummer: I think there is an advantage of them being in the neighborhood, but they won't always live here. They won't run the restaurant for the next 30 years.

Mr. Ference: I'm in favor of doing a ranking, but I would like to find out some more information from Lakeside Dining as well.

Mr. Costello: We could have one person work with Metz and another person work with Lakeside Dining to negotiate the proposals. Will Jan need to sit in all these meetings?

Ms. Carpenter: Probably. I will talk with my bond counsel though and I think we might be able to do without sitting in on the meetings unless there are issues. Give me a couple days to get in touch with her.

Mr. Costello: Jan, with your experience do you favor one over the other?

Ms. Carpenter: You are sort of reaching out of the legal side. I was in the restaurant business before I went to law school. I helped search for some true management companies. In a facility of this size and the quality that is anticipated, you will probably pay a little bit more but you will have the continuity that they can go through the slow periods, they'll have experienced management, etc. When you have one or two people running it, you just don't have enough people and experience to cover all the issues. We do need to make sure it fits in the budget.

Mr. Costello: Do we need to rank them?

Ms. Burns: Yes.

Mr. Plummer: I recommend we do 3, 1, 2.

Ms. Burns: That would be Metz ranked #1, Ashton Lakeside Dining #2, and Marina #3.

Mr. Plummer: I agree.

Mr. Krumrie: I agree.

Mr. Costello: So do I.

Ms. Burns: Everybody is in agreement with the ranking. I would ask that you designate a Board member to work with staff to negotiate with Metz.

Mr. Costello: I would like to see as short term of a contract as we can get. If they meet their goals and they are really that good, then they know we are going to renew the contract. It's simply a matter of being comfortable. I don't doubt this company, they have everything behind them that I think they could fill all the commitments that they've made.

Ms. Carpenter: Let's give the designated Board member the flexibility, they know the shorter the contract the better.

Ms. Burns: At this time, I would ask the Board for a motion to rank Metz #1, Ashton Lakeside Dining #2, and Marina #3, and designate Harry Krumrie to work with staff to negotiate a contract to bring back to the Board at a later date.

On MOTION by Mr. Plummer seconded by Mr. Ference with all in favor, Ranking the Proposals Returned for Restaurant RFP with Metz #1, Ashton Lakeside Dining #2, and Marina #3 and Designating Harry Krumrie to work with Staff to Negotiate a Contract, was approved.

**SIXTH ORDER OF BUSINESS**

**New Business/Supervisors Requests**

**A. Organizational Matters**

**I. Acceptance of Resignation of Borden Dean**

Ms. Burns: You received Borden Dean's resignation after the last meeting. We are asking for a motion to accept his resignation.

On MOTION by Mr. Costello seconded by Mr. Ference with all in favor, the Acceptance of Letter of Resignation from Borden Dean, was approved.

**II. Vacancy with a Term Ending November 2020**

Ms. Burns: The seat previously held by Borden has a term that is up in November. Does the Board want to consider naming someone to that seat? Or do you want to wait and have that filled through the general election process in November?

Mr. Costello: I think we should leave the seat vacant until after the election. I don't want to give anyone an unfair advantage that will be in the general election process in November by putting them on the Board.

Mr. Krumrie: I don't have any problem with deferring until after the election, as long as we can change our November meeting date.

Mr. Costello: I agree with you.

Ms. Burns: We can discuss that when we get to the discussion of the Fiscal Year 2021 meeting schedule.

**B. Public Hearing**

**I. Public Hearing on the Adoption of the Fiscal Year 2021 Budget**

Ms. Burns: This public hearing was advertised in the paper. I will asked for a motion to open the public hearing.

On MOTION by Mr. Plummer seconded by Mr. Costello with all in favor, Opening the Public Hearing, was approved.

**a) Consideration of Resolution 2020-06 Adoption of the District's Fiscal Year 2012 Budget and Appropriating Funds**

Ms. Burns: The resolution and the budget are included in the package. It was also posted online. We will take public comments first.

Resident (Steve Realmuto): I had two brief comments. I think it is obvious from the restaurant discussion that the restaurant expense should be accounted for somehow in the budget, whether it's a contingency or something else. We need to recognize that if we are going to get a restaurant open in the coming fiscal year that there is going to be some expense to the District, most likely in terms of a management fee. I would suggest at least knowing where in the budget that fee is going to come from. I understand the goal is breakeven and everyone is concerned about an additional loss. With the risk of an additional loss, is the possibility that at least some additional income might come in offsetting some of the management fee. If the restaurant does well, there's a chance their fee of \$80,000 or whatever they proposed can be offset. Secondly, on the budget, while it is technically not part of the budget, I've commented on the need for a detailed 5 year plan. Clearly the District is going to have a lot of expenses coming up. I believe it is important to have a 5 year plan more than the project tracking list so that we understand what is most important. For example, the Engineering Survey, I believe he's doing a detailed analysis of the road repairs that may be necessary and rank those. That would be one of the major things included in that plan. That's all I have at the moment, thank you for listening.

Ms. Burns: I have no other public comments at this time, so I would ask for a motion from the Board to close the public hearing.

On MOTION by Mr. Krumrie seconded by Mr. Plummer with all in favor, Closing the Public Hearing, was approved.

Ms. Burns: I will turn it back over to the Board for discussion. Resolution 2020-06 adopts the Fiscal Year 2021 budget, and that is included in your package. We went through the budget pretty extensively at the budget workshop. You haven't seen any changes besides what the Board has asked us to incorporate into the budget listen here. If anybody has any questions or comments, we can make changes at this time. Keep in mind that we are confined by our overall budget amount, we cannot increase or decrease on this amount and the per unit assessment amount cannot go up.

Mr. Krumrie: Steve had concerns about the management fee being built into the budget, but like you said we can't increase the budget. We will have to make that change later on.

Ms. Burns: You can deal with that one of two ways. Similar to any other expense that wasn't budgeted, we can create a line item that would show for that account. If you want to set some amount that you think it might be we can put it in now and we would probably reduce the Capital Reserve Transfer by that amount. The Board can also wait until we have the amount and we can create a line item at that time.

Mr. Krumrie: Obviously as we move forward there is going to have to be a line item for restaurant in the budget as well. Do we wait until that is established to move the money in there?

Mr. Costello: I think we are better off waiting due to the fact that we have no clue as to what we are going to end up with. Let's see what is negotiated first instead of blindly trying to hit a number.

Ms. Burns: Any other questions, comments, or changes to the budget? If not, I would be looking for a motion to approve the resolution.

On MOTION by Mr. Costello seconded by Mr. Krumrie with all in favor, Resolution 2020-06 Adopting the District's Fiscal Year 2021 Budget and Appropriating Funds, was approved.

**b) Consideration of Resolution 2020-07 Imposing Special Assessments and Certifying an Assessment Roll**

Ms. Burns: This resolution will adopt your Assessment Roll for the upcoming year that we will certify with Polk County. It is not included in your agenda because of concerns regarding exempt parcels. I do have a copy if anyone has any questions. The debt assessment amounts are fixed, and it just adopts the per unit amount that you approved in the budget.

On MOTION by Mr. Costello seconded by Mr. Plummer with all in favor, Resolution 2020-07 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

**C. Consideration of Resolution 2020-08 Setting a Public Hearing on Golf Course Rates**

Ms. Burns: If you recall back from previous meetings, through the Interlocal Agreement this Board agrees to adopt the same rates for the golf club that Lake Ashton II previously sets. That's because Florida Statute only allows a District to set rates for the boundaries of their own District. The proposed date for the public hearing would be September 21, 2020 at your next Board meeting. The fees are already set by Lake Ashton II, it is more of an administrative approach that we need to adopt these as well.

Mr. Plummer: Per the sheet that was included in the agenda package, we will be approving a range and Lake Ashton II has already set the rate in that range.

On MOTION by Mr. Plummer seconded by Mr. Costello with all in favor, Resolution 2020-08 Setting the Public Hearing on Golf Course Rates for September 21<sup>st</sup>, 2020 at 10:30 a.m., was approved.

**D. Discussion Regarding Golf Course Policies (requested by Supervisor Krumrie)**

Ms. Burns: This was requested by Mr. Krumrie, so I will turn it over to you at this time.

Mr. Krumrie: Thank you very much Jill. We adopted the policies and we are going to live with those. For me, it comes down to the implementation of those policies. I haven't seen anything from CDD II to CDD I regarding what they are going to do, when they will do it, and so on. Let me go through a couple things. One is, how are they going to monitor the compliance? Secondly, what is the penalty for noncompliance? I would like to know what they plan on doing. Will they haul people into court? Training for the monitors, what kind of training do the monitors get? Identification, these monitors have no identification on them whatsoever, nor do they attempt to introduce themselves when they confront somebody on the golf course. Lastly there is a golf cart running around here that says 'Marshal' on it. There are several people in Lake Ashton who have no idea what a marshal is on a golf course. We do because we golf. People who don't golf, a marshal could be anything. With that said, two ladies were in the pavilion. One lady comes in from CDD II and goes inside the pavilion and says, "Who's golf cart is out there?" and they say, "That's my golf cart." She says, "You don't have a sticker" and the lady said to her, "I'm not going to get a sticker." Then the lady proceeds to tell her what she thinks about that whole situation. That lady eventually leaves and two people outside the pavilion come in and proceed to tell her that the day before they were in the sales office parking lot and the same lady came by and asked where the stickers were and they said we aren't going to get one. The lady from CDD II grabs the arm of the lady from CDD I, shoves a piece of paper in her hand and says you've been served. That is not how I would expect the residents of CDD I to be treated. I would like to follow up on this at the meeting as a Board on Friday, if not I will go by myself. Something needs to be changed.

Mr. Costello: I agree Harry, and I would rather do it as a Board. Somebody grabbing another person, that's assault. Quite honestly they are dealing with dangerous terms here as far as I'm concerned. I do believe that us being united as a Board is the smartest way to do it. One of the biggest stumbling blocks, is they are asking you to sign away your rights. We have an attorney sitting here. What are your feelings on that?

Ms. Carpenter: If this Board is agreeing to comply and adopt the terms, we need to understand the terms. We can ask them at the joint meeting to give you some update on that information. Let's ask Jill to bring it up in advance so they have time to respond.

Ms. Burns: It's already on the agenda.

Ms. Carpenter: And they are aware of the question or issue? So they have time to prepare a response in advance and aren't attacked at the meeting?

Ms. Burns: Yes.

Mr. Plummer: The issue was not about approaching somebody on the golf course, it was about approaching somebody that was off the golf course. Is that correct Harry?

Mr. Krumrie: Both instances were not on the golf course.

Ms. Burns: That policy was adopted to apply to the golf cart pathways and bridges by that Board, it was not adopted elsewhere in the community.

Mr. Krumrie: We adopted the policy and we have to live with it, but it's how it's implemented and how they carry out that particular policy that I take issue with.

Mr. Plummer: Enforcement is always an issue. As long as we are all on board with what the enforcement is going to be, then we will be okay. We need an explanation of that. I don't want to argue, I just want to know what it is.

Mr. Costello: I would hope that we are able to come to a reasonable conclusion as to how we should proceed. I think that CDD II will be reasonable about it, and we will explain the concerns we have.

#### **E. Revision of a Draft Revised Ballroom Rental Agreement**

Ms. Burns: Jan, I know you drafted this and there are a couple issues that need to be address with the Board.

Ms. Carpenter: We wanted to put an Acknowledgement and Release, which is pretty typical. The question that came was, will we allow folks to cancel due to COVID. If they cancel, will they be able to get deposits back, do they have to cancel within a certain time period to get the deposit back, etc. The first couple paragraphs are pretty standard acknowledgements, the measures the CDD has taken, that folks have to comply, etc. The real questions for the Board were in section 7. If the District decides they want to postpone either because the CDC or Polk County guidelines were that you can't hold any large

groups, that you would cancel and would you give the money back. Second, if the user cancels because they've gotten nervous or they feel it's not safe, would they get the money back if they cancel so many days before the date. These are uncertain times, but we should make it very clear to people what is going to happen with their money.

Mr. Costello: One thing we have to consider is that we have a reputation to uphold. Honestly, we are in times right now where we could use the money, but I don't want to take money that we really do not deserve.

Ms. Burns: I will speak from other CDD's that are experiencing this, if people are cancelling for COVID reasons, it is probably because there is a policy in place. You likely won't have an opportunity to rent that room to someone else. A lot of District's have been refunding that money when able to.

Ms. Carpenter: It seems reasonable that if the District cancels you should give them back their money no matter when the cancellation happens. If the user cancels, do we want to say they need to do it 48 hours before the date? You don't want staff to incur expenses because they wait until the day of to cancel. I think you want to make sure there is some reasonable amount of time they need to give notice by. Perhaps Christine would have input on that side.

Ms. Wells: I think a week would be sufficient. Most people would know within a week of the date if they are going to do it or not. That would give us plenty of time cancel security so we won't be held liable for those costs. 48 hours is a little too close to it. I have a list of users that are requesting refunds if we are not going to change the number allowed in the ballroom.

Mr. Ference: If you think a week is what you need to get all your ducks in a line, then that should be the standard for when we refund money. They let us know a week ahead of time, or they lose their deposit.

Ms. Carpenter: Christine, is the number in the Ballroom based on CDC guidelines? Because then that would almost be the District cancelling because we've said you can't have more than a certain amount of people in there right now.

Ms. Wells: At the last meeting the Board wanted to stick to the 50. I was curious to what the current guidelines are just because they change so often. Is it still at 50, or is it 50% capacity?

Ms. Carpenter: I don't know off hand, I would have to look at Polk County's guidelines.

Mr. Ference: Well they would know that well ahead of a week's time.

Ms. Carpenter: It sounds like she has one right now that needs more than 50 people in the Ballroom.

Ms. Wells: The one booked on the 22<sup>nd</sup> wants a refund. The one on the 29<sup>th</sup> wants to know how many they would allow because they had 150.

Mr. Ference: Our procedure has been going with either the state mandate or the CDC, it should be simple to find out what they is and that's what we should go with.

Ms. Carpenter: Even if the Ballroom can hold more, 150 would be tough. You have to think about people using restrooms and things like that.

Mr. Krumrie: Some people are complaining that we are allowing outside visitors into the Lake Ashton property. Is this another example of that and "putting other people at risk?"

Mr. Costello: After every event we sanitize everything. Living life today you are at risk of catching this disease. We are doing everything in our power in order to limit the exposure.

Ms. Carpenter: I'm looking at the CDC guidelines now, it looks like there is not a specific number but they are encouraging everyone to keep 6 feet distancing throughout the event.

Mr. Costello: A lot of that is up to the individuals. At an event, the individual has to take responsibility for themselves as far as social distancing goes.

Mr. Plummer: Have our recent events in the Ballroom had a 50 person max?

Ms. Wells: Yes. We haven't had any outside events, but the others have been.

Mr. Plummer: Then let's keep the 50 person max.

Mr. Krumrie: What is the capacity?

Ms. Wells: 550 people.

Mr. Krumrie: No, what's the capacity to allow everyone to keep a 6 foot distance?

Ms. Wells: I would have to check on the square footage and check on that. We also had a request for a Lake Ashton group to see if that capacity could be increased for an event they are having this week.

Mr. Krumrie: I like the idea of square feet divided by 6 feet to get the capacity.

Mr. Costello: What is the outside event? Is it a wedding?

Ms. Wells: The one on the 29<sup>th</sup> is a birthday party. The one for the 22<sup>nd</sup> was a wedding, but they wanted a refund.

Mr. Krumrie: Christine are you looking to keep the 50?

Ms. Carpenter: I think her question is do we keep it at 50 and that would mean we cancel the events and give refunds because their bookings were for more than 50.

Mr. Krumrie: Then let's keep the 50 and be done with it.

Ms. Carpenter: I will change this addendum to say if the District says it is impossible based on the District's policy, then users would get a refund. If the user has given 7 days' notice for their cancellation then they would also get a refund that way. If it's less than 7 days, do we give it all back or half back or none back?

Mr. Krumrie: I like my original idea of square footage divided by 6 feet.

Mr. Costello: A lot of this is up to the person's preference of whether they want to attend a function or they don't want to attend. Some people aren't comfortable with it and others don't seem to mind. I agree that they should keep social distancing, but can we dictate to people that they can't do this and they can't do that?

Ms. Carpenter: For the Board it's not so much the discussion of what they are doing in the Ballroom, it's the parking lot, bathroom, entry, etc. Are you comfortable for your other members who may be using the hallways and restrooms if there are that large a number of people using the facility. They aren't kept in the Ballroom exclusively.

Mr. Costello: When are the events scheduled Christine, are they on Saturdays?

Ms. Wells: They are.

Mr. Costello: So the rest of the clubhouse is closed.

Ms. Wells: Yes, at this time they are. Now the Lake Ashton group event is during the week when the clubhouse is open. I believe it's on a Wednesday.

Mr. Costello: Any comments?

Mr. Krumrie: Let's stick with 50 and be done with it.

Mr. Plummer: I think the number should be established at whatever number the state or the county is telling everybody.

Mr. Krumrie: That's 50.

Ms. Carpenter: The CDC does not have numbers right now. I can look for more information on that. The CDC really just talks about limiting seating capacity, blocking off rows, using multiple entrances, make sure the seating is 6 feet apart, etc.

Mr. Plummer: Let's stay at the 50, where we've been.

Mr. Krumrie: At least we're consistent.

Mr. Costello: I'm okay with that.

Mr. Ference: So am I.

**F. Acceptance Consideration of Resolution 2020-09 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2021**

Ms. Burns: The schedule in your package is the same as the schedule we currently meet which is the third Monday of every month at 10:30 a.m. The location listed will be the clubhouse if we return to in person meetings. There is a request to move the November meeting because the day of that meeting is the day before we can seat the new Board members. The following week in November is Thanksgiving so I think we are better off looking at later in that same week. I can do the 18<sup>th</sup> or 19<sup>th</sup> of that week in November.

Mr. Costello: What is the date for the joint meeting?

Ms. Burns: It's the same day. So we will request to change the joint meeting as well so the new members can attend those meetings. The joint meeting schedule follows the Lake Ashton or Lake Ashton II meeting. Whatever we pick for this date, the suggestion would be to change the joint meeting to the same date.

Mr. Plummer: My suggestion would be the 19<sup>th</sup>.

Ms. Burns: If we are going to do the joint meeting on the same day, do you want to meet earlier? We could do the Lake Ashton meeting at 9:00 a.m. and schedule the joint meeting for 10:00 or 10:30 a.m.

Mr. Plummer: That's fine.

Ms. Christine: I did want to mention that January 18<sup>th</sup> is Martin Luther King day and February 15<sup>th</sup> is President's Day.

Ms. Burns: We generally move those up a week and I think they must have missed that in this schedule. We will adjust those to the week prior. If there are no other questions or changes, I would ask for a motion to approve as amended.

On MOTION by Mr. Plummer seconded by Mr. Ference with all in favor, Resolution 2020-09 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2021 as Amended, was approved.

### G. COVID Procedures

Ms. Burns: We had an addition to the agenda that came out of the public comments which was discussion on if the Board wanted to update any COVID procedures. Before we move on to staff reports we can add that as a discussion item. Bob Ference, I think you wanted to discuss this?

Mr. Ference: I thought we were going to hear from Tom Scali.

Ms. Burns: He brought it up in his public comment, so if the Board wants to suggest something or make a motion to implement anything now would be the time.

Mr. Ference: I think the suggestion to implement the safety and security measures that CDD II has in practice, should be assumed by ourselves. I don't know why not. It's not going to cost us anything.

Ms. Carpenter: What measures are you talking particularly? The temperature taking?

Ms. Burns: I believe the only two differences in the policy is temperatures and they are not allowing guests.

Mr. Ference: That is exactly right.

Ms. Carpenter: The temperature thing has been questioned because it is not a CDC recommendation. It has not been systematically studied. Looking at governments, some are doing but some have stopped doing it. I don't have a consistent answer whether that's something that helps. You would also have to have everyone enter through one entry.

Mr. Ference: It's pretty much that way now.

Mr. Plummer: No, there are three different entrances.

Mr. Ference: You're right.

Mr. Costello: Have we had anybody who has, in the clubhouse, had a case of COVID?

Ms. Wells: Not that we know of, that has been reported to staff.

Mr. Costello: I'll make a motion to continue the way we have been. Like I've said before, these two buildings were not built at the same exact size. We haven't had a problem so why would we change things?

On MOTION by Mr. Costello seconded by Mr. Krumrie, with Mr. Ference opposed and three in favor, Keeping COVID Procedures the Same, was approved 3-1.

**SEVENTH ORDER OF BUSINESS**

**Monthly Reports**

**A. Attorney**

Ms. Carpenter: I have nothing further to report to the Board.

**B. Lake Ashton Community Director**

Ms. Wells: I have quite a few things. First I'll go over the Project Tracking List. On the Fitness Center Restroom Refurbishment, the contractor is having staffing issues at this time and he will not be able to start the project for approximately 8 weeks. I wanted to see if the Board wanted to postpone that project or if you wanted to look at the other proposals that were submitted.

Mr. Krumrie: Is there any chance that Blackburn would meet this price and go ahead and do it?

Ms. Wells: I can reach out to them and ask if they are willing to do that.

Mr. Krumrie: If they could meet the price of the low bid and are available to get it accomplished I would think that's the way to move.

Ms. Wells: I will look into that. The Bowling Alley Well Point System, I won't go into everything. The chart is basically a copy and paste from the contractor. Alan, I don't think you've received drawings because I haven't.

Mr. Rayl: I haven't.

Ms. Wells: Everything they've been doing has been preparing for actual installation of the Well Points. I have a Sworn Statement of Loss for Mike to sign. It's for the additional payment of \$89,000. We have received a check for \$13,000 which was the original repair of \$16,490 minus the \$2,500 deductible. Once the second Sworn Statement of Loss is received then we should receive a check for the \$89,500. The invoice for \$16,490 has

already been paid. It was originally under clubhouse maintenance, and Sharon was going to look into moving that into a new line item for water damage repairs and share insurance proceeds as the revenue account. You may see things change slightly in the next financials. We are still working on the foyer furniture. Part of it is going to be received in August, and the other part will be here in September. The vanity replacement is on hold until we can get the construction done with the tile as well as the faucets, we want to do that all at once. That handrails were installed in all the stalls that have a wall attached to it. To be ADA compliant and to hold the weight load, it had to be installed into a stud so it will not be install on the partitions.

Mr. Ference: Last month a question was raised by my neighbor about the women's toilet. Was that attended to?

Ms. Wells: Yes Bob, I'm so glad you asked about that. Matt measured all the toilets, and they are at 18 inches. A few years ago the Board voted to make all the toilets comfort height, so they are all that height currently. The only place we haven't installed the handrails is the Fitness Center construction. The deadline for the Resident Feedback Survey was August 1<sup>st</sup>. We received 602 responses. Staff is working on gathering the results at a future Board meeting. We are looking into the Local Insertion Channel. I have sent an email to the account rep. It has not been as easy as I thought it would be. For online payments, I should have an agreement to present at the September Board meeting that will allow us to take payments from residents online for any CDD event. In the restaurant, we had pest control service done. We are working on getting a couple of windows tinted again because there were some scratches on a few of them. The Oyster plants at the entrance, we did do some replace and they are failing as well. We need to reevaluate with Yellowstone and come up with something that is going to last in that area. We have money left in plant replacement to take care of that. In keeping with Yellowstone, we have identified to additional areas that need to be added to the Yellowstone contract. One of the areas is behind hole 11 and along Lake Ashton Blvd. near the entrance and exit to the community. We may see the contract increase slightly. The grass carp installation, we did get a "Do Not Oppose" letter from SWFWMD that has been sent to FWC. Once FWC can generate the permit for installation of the grass carp we will do that.

Mr. Krumrie: Christine, on hole 11 the fence along the cart path is broken. It has been broken for a while.

Ms. Wells: Yes, Matt brought that up and he was going to look at it. I will make sure to remind him about that. We did get fire extinguishers and hood system inspections done in the restaurant. We have a replacement of flood lights at the south side of the Clubhouse. We have a quote from Kincaid to replace them with LED lights for \$312.50. I presented it to Mike and he asked that I bring it up at the Board meeting.

On MOTION by Mr. Costello, seconded by Mr. Krumrie with all in favor, Kincaid Quote to Replace Flood Lights outside Clubhouse with LED Lights for \$312.50, was approved.

Ms. Wells: The Lake Ashton Veterans Association reached out and would like to install a Wall of Honor. They would like to install that in the Ballroom area and I wanted to bring that up to Board members to make sure you are okay with that.

Mr. Plummer: What's the location in the Ballroom?

Ms. Wells: There were two different locations but I think their preference was above the window to the kitchen. When you walk in you would see it.

Mr. Ference: What size would this be?

Ms. Wells: I don't know the dimensions. It would be very similar to the one that is at the HFC. It takes up a good portion of the wall.

Mr. Plummer: That's a good location. I'm not opposed to that at all.

Mr. Costello: I agree with you.

Ms. Wells: In the restaurant there is a three door refrigerator that needs to be surplused. It has been on its last leg for about 4 years. My recommendation would be to wait until we have someone come in to see what they would like in replacement of that. It's ultimately up to the Board though.

On MOTION by Mr. Costello, seconded by Mr. Krumrie with all in favor, Surplus the Fridge in the Restaurant that no longer works, was approved.

Ms. Wells: Do you want me to bring proposals to replace it or wait until we figure out who will be working there and see what they would like?

Mr. Costello: Let's wait. We don't know what the next operator is going to want.

Ms. Wells: The last thing I'll bring up is that we've been working with several homeowners on the pond with a littoral shelf. We've met with SWFWMD, Alan, Applied Aquatics. All the regulatory agents think the littoral shelf looks great when they come in. The homeowners, when they moved into their home, had a clear pond. Now the littoral shelf has grown. SWFWMD did state that we could get a permit modification but it's a tough one. The modification is not going to take the littoral shelf away it will just redistribute the littoral shelf. What we remove we have to replace. They could put herbicide on the Spike Rush remove it and then plant Pickerelweed and Duck Potato which is similar to the Littoral shelf. It does have a price of \$4,250. After speaking with homeowners, some are okay with that and others are not. I understand to an extent because when they bought their home it was clear. Alan and I have spoken about this and there are certain fees involved with SWFWMD permit modifications and changing the plants.

Mr. Rayl: That pond is doing exactly what it was designed to do. It's a great looking pond from an Engineering sense. The issue with the pond is an aesthetic one. A permit modification would involve myself, an Environmental Scientist, review and approval by the District, and all the costs that go along with those things. Just to change out plants you're looking at. My recommendation would not be to spend money just to change the look.

### **C. Engineer**

#### **i. Consideration of Quote for Repair on Heathland Lane**

Mr. Rayl: Attached in the agenda you have an attachment from Suarez Grading Enterprises. That's the contractor working on Dunmore and Mulligan right now. This quote is to fix what we believe is a hole in the stormwater pipe on Heathland. The roadway subgrade and the base material and asphalt surface is caving in. It has been patched one before, but it continues to cave in. It's been patched a second time as well, and that patch has a depression in it. We are losing material into an 18 inch storm sewer directly below

that patch. The contractor that is out there now, and while they are mobilized to do their pavement work on Dunmore and Mulligan work, they can fix this for us. It would include excavating to that area, getting down to the concrete storm pipe, and putting a concrete collar on that to patch the hole. Then they would bring back up a compacted fill, subgrade base, and a new asphalt surface patch in that location. This is a fair quote for that work. I would recommend accepting this quote if the Board would like to get that work done.

On MOTION by Mr. Plummer seconded by Mr. Ference with all in favor, the quote from Suarez Grading Enterprises for Repair on Heathland Lane totaling an estimated \$2,500, was approved.

Mr. Rayl: The work on Dunmore and Mulligan is ongoing. The contractor let both community directors know that beginning today they were going to start having some intermittent closures. There is a partial lane closure on Dunmore during work hours. When they wrap up today, both lanes will be open on Dunmore. It is only expected to be the days of this week and then they will be out of that area. I believe the eastern end of Mulligan from the parking lot entry to the intersection is closed off and will remain that way. They won't open that back up at night. Wednesday they anticipate putting sod behind the homes where we took out the tee boxes and connected the pond to our new piping. Does anybody have any questions on the Dunmore project?

Mr. Costello: We did have a situation where they had to bring in something to put the water that was there?

Mr. Rayl: At one point, yes. The existing structures and pipes that we were connecting to were lower than what was anticipated and put the majority of the work well into the water table. Compounding that is the elevated level of Lake Ashton. The contractor did need to bring in well pointing, which is a system of perforated pipes that you drive down into the ground, and you hook a manifold pipe to the top of that and you hook a pump to the manifold pipe. It draws down the water table. I think they pumped it down for 3 or 4 days to create a dry enough condition to do their work. It wasn't something that could have been expected in the beginning because the pipes were actually lower

than what the build drawing showed them to be. They did have a change order submitted to the contract that we recommended approval on.

Mr. Costello: So we did have a cost for that?

Mr. Rayl: Yes, it was \$9,800.

On MOTION by Mr. Costello seconded by Mr. Ference with all in favor, Change Order #1, was approved.

Mr. Rayl: While we are talking about construction, last week we had to jump on a situation down at Ponds 2 and 3. Those ponds are in the Litchfield Loop neighborhood. Ponds 2 and 3 drain nothing and they have no outfall. They are there to catch the water that lands on them and that's it. They rely on a water table which is kind of a guess in design terms. You don't have any power over a water table, and in a design like this you don't have any control over it either. The ponds were at elevated levels consistently and residents were concerned about their homes. On Thursday we took some elevations in this area. We shot elevations at the back patio, if there wasn't a patio or pool deck then we took it at the floor of the structure. We showed those relative to the pond water levels. Apparently in the past there was discussion about trying to permit a permanent to keep these ponds from potentially building up so high that they do damage to the adjacent homes. I had an idea to pursue to fix that. We took some elevations on the berm of each pond, the eastern berm in the northeast corner. That is the lowest area adjacent to each pond. We've come up with some cross sections there and basically what it amounts to is we propose that we take down the berm and it's less than a foot. The berm mounds up between the curb and the inside of the pond. If we take that mound off, we let the back of that become a control overflow for the pond. One of the homes adjacent to the pond is only about six inches above that berm. If that pond filled all the way up and started to discharge, if it was running six inches deep it would be also be back at the exact elevation of the home. This would give a little more breathing room. Then we would have a permanent overflow mechanism for these ponds. For even the lowest homes around the pond, there would never be any risk that they could ever be flooded by an event that would not flood the entire community. It doesn't require piping, inlets, permitting, anything.

It's just grading and sod. I have a budget number from the contractor, but he has not seen the final plan yet. His number was \$10,000. I think we can do better than that, but I would like to bring a detailed quote back to the Board or ask for approval of a not to exceed of \$10,000. That way the contractor can go out and do this work while they are out there grading and sodding.

Mr. Plummer: What's the time frame on that?

Mr. Rayl: I think by the end of next week they will be done.

Mr. Plummer: We've been dealing with this for two years, and I think we would deal with it for a third year if we don't fix it. I suggest we lower the berm on the east end.

On MOTION by Mr. Plummer seconded by Mr. Krumrie with all in favor, a Not to Exceed of \$10,000 to Lower Berm on Pond 2 and Pond 3, was approved.

Mr. Rayl: I hope today to have the report on all the bridges completed with our recommendations on what needs repaired. The scale and scope on that is it either needs nothing, it needs sod, and the more intense areas that need repair will need rip rap. I will get contract pricing on that as well, and you can decide which ones to proceed with. Similarly, we will also have the report on the cart path flumes also done more towards the end of this week and we will get pricing on that as well. The pavement condition inventory, we've got three streets left. We will be back out on site on Wednesday weather permitting and we will have our complete report on asphalt, curb line, and overall roadway conditions out to the Board in the next couple of weeks. Moving on to SWFWMD, I haven't spoken to the office supervisor yet. They are still working remotely. They made a field visit, but I didn't get an invite and I wish they would have let me know about that. They look at the outfall and it's a 30 inch pipe. They felt it was more or less placed appropriately. I'm continuing to send them pictures of cart paths being underwater and water being six inches about a 25 year storm elevation. I want to make sure those are in the record and make sure they don't forget about us. Repairs and certifications, we didn't get very good responsive bids for the repairs on ponds need for SWFWMD certification. I'm going to try to go at that a different way. We do have a certification due on Ponds 2 and 3 that we will be able to go ahead and turn in. We investigated the cost of doing the running planks

down the bridges. I talked to York Bridge Systems and Bridge Builders, two of the biggest wood bridge companies out there. They were very helpful and they advised that we hang on right now, because lumber prices are almost double what they were in March. He gave me and ballpark quote that was six figures for the planks on bridges. I agreed that you should wait on that. There are some bridge where we might want to look at replacing some of the decking, but overall they felt it was in pretty good shape overall. The ceiling may be something we want to consider in the interim while we wait to see if lumber prices drop. The next item is something that Christine touched on. We were surprised on the Bowling Alley repairs that they were going through permitting and city of Lake Whales and SWFWMD and everything. I did not expect that to be a permitting thing, that's a building maintenance issues. We were making our own on site repairs. I didn't see that it needed permitting. If you look hard enough, you can figure out a way to have to get a permit for pretty much everything. We'll see what the city and SWFWMD says, but I hope it doesn't make that project more involved than it was originally expected to be.

Mr. Ference: Alan, have you heard any more about SWFWMD being able to lower the water level of the lake by having the dam taken somewhere downstream so the water could lower?

Mr. Rayl: They've done the site visit. What the found on the rancher's property did not immediately jump out to them as being a problem.

#### **D. Field Operation's Report**

Ms. Wells: There is a report from Matt included in the agenda packet. We do have a new employee that will be starting tomorrow. One thing I want to mention is that we need to make sure the umbrellas are down at the dog park. We literally just replaced an umbrella and it broke within 1 or 2 days.

#### **E. District Manager's Report**

Ms. Burns: I only have one item, the approval of the check run summary.

**EIGHTH ORDER OF BUSINESS**

**Financial Reports**

**A. Approval of Check Run Summary**

Ms. Burns: The check run summary is through today August 17. If there are any questions I would be glad to answer those.

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

**B. Combined Balance Sheet**

Ms. Burns: The financials are included in your package for review. There is no action that needs to be taken from the Board they are for informational purposes only.

Mr. Krumrie: After special events it shows that we have spent \$149,000.

Ms. Wells: I spoke to Sharon about adding a note to the bottom, and she was going to do that in the next financials. She will make a note that says some of the fees collected are on events that we have postponed to next year. She was also wanting to know if you wanted to reclass some of those items.

Mr. Krumrie: There are two issues. One is the revenue part and I think we need to have a note or it can be reclassified. On the expense side, it shows we've spent \$149,000. Does that include some events that we've paid for that we are waiting for the deposit to be returned?

Ms. Wells: There are events we paid deposits on that we've rescheduled for 2021. One big one was the reunion. We paid a hefty deposit and then the other was the entertainment show 'Celebrate.' It's two entertainment shows that we paid deposits on and rescheduled for 2021.

**NINTH ORDER OF BUSINESS**

**Public Comments**

Ms. Burns: I will open up the public comments at this time for anything that was not on the agenda.

Resident (Wolfgang): I have a question for Alan, I am at 3825 Litchfield Loop. I'm on the east side of the pond you are talking about. When you're talking about the overflow going onto the east side of Litchfield Loop, how high would that water go on our back?

You saw our lot, we've got six palm trees there. Will that water go into our mulch beds before it would overflow onto the street?

Mr. Rayl: We didn't shoot elevations of yards or landscape areas. We are primarily focused on avoiding home flooding. You are on the south side of Litchfield, the overflow we are talking about would be the northeast corner of Pond 3.

Resident (Wolfgang): Last year what happened, the water went all the way into our palms. When I looked at where there water level was versus the street, it still wouldn't have overflowed into the street at that time. Our entire yard would have been flooded. Our neighbor had water coming into his lanai. I don't want to lose my palm trees because I would be losing thousands and thousands of dollars.

Mr. Rayl: I can only say that what we are approving will only improve the current condition. It will lower the ability of that pond to discharge six inches sooner than before.

Ms. Burns: We will move on to our next comment.

Resident (Steve Realmuto): Two quick points, I know it has been a long meeting. One, I am concerned that according to Alan's report SWFWMD seems to be sweeping this problem under the table despite what the water levels should be being well documented. I'm concerned because this is perhaps one of the most serious and potentially damaging issues facing our community in terms of the way it is eroding our facilities. Not just the golf course, but on the road themselves Alan has mentioned that we are seeing water bubbling up from cracks in the roads. That's the potential to be a huge hundreds of thousands or millions of dollars expense should we need to replace all these roads. It sounds like Alan is doing everything he can, but can the Supervisors take more actions and begin pursuing legal action if necessary. One other request, I noticed that Lake Ashton II had on their agenda a CDD candidate form. They only have one contested CDD supervisor position that two candidates are running for. One our side, we have two positions with three candidates running for one, and two for the other. I would like to request that our CDD sponsor a candidates form so the voters can get to know the candidates running and their positions so they can make an informed decision in the November election.

Mr. Plummer: Have we not done the candidate thing in September in the past?

Ms. Carpenter: Yes, someone else sponsored it.

Ms. Carpenter: Excuse me, I am going to have to jump off the call. I have another meeting at 2:30 p.m. We've never been in a meeting this long.

Mr. Costello: Yes, I know. I'm sorry.

**TENTH ORDER OF BUSINESS**

**Supervisor Request/Open Discussion**

Mr. Krumrie: I have a question Jan, assuming we were to go to a management contract for the restaurant, could we get a head start on what that agreement would look like? I assume they would have something to start with. Could you take a look at that?

Ms. Carpenter: Yes, and I've already looked at their proposal. While we've been talking I wrote to bond counsel to see if they have a form. The bond counsel who used to handle Lake Ashton has passed away, but I asked if they could look into his files if he had any analysis from one of the early leases.

Mr. Costello: The only thing I have, when Harry went to do the walkthrough with the restaurant we had somebody call the police. I don't think Harry is a dangerous person, what in the name of God did we need the police here for? I wish people would think twice before they take action like that. Harry did you have any intent of doing something you would need a police officer for?

Mr. Krumrie: No, I'm not sure who the restaurant thought was going to show up that particular day. I'm thinking they thought Borden Deane was going to show up.

Mr. Costello: I don't think Borden would have even got to the point where we need a police officer there. They're wasting the officer's time as far as I'm concerned.

Mr. Plummer: From what I understand Harry, you handled it well.

Mr. Costello: Yes, I agree. I don't think you did anything wrong Harry. I'm saying we shouldn't waste a police officer's time.

Ms. Burns: It's behind us, and we're moving forward from it.

Mr. Krumrie: Thank you Jill.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

Ms. Burns adjourned the meeting.

On MOTION by Mr. Plummer seconded by Mr. Krumrie with all in favor, was adjourned.

---

Secretary / Assistant Secretary

---

Chairman / Vice Chairman

# SECTION VI

# SECTION A

# SECTION 1

# SECTION (a)

**RESOLUTION 2020-11**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT ADOPTING REVISED USER RATES AND FEES REGARDING THE USE OF THE DISTRICT GOLF COURSE FACILITIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Lake Ashton Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Lake Wales, Polk County, Florida; and

**WHEREAS**, Chapter 190 and 120, *Florida Statutes*, authorizes the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, the District owns in part and leases in part the Lake Ashton Golf Club facilities, (“Lake Ashton Golf Course Facilities”); and

**WHEREAS**, the District previously adopted Resolution 2020-02, adopting user rates and fees regarding the use of the Lake Ashton Golf Course Facilities, dated February 10, 2020; and

**WHEREAS**, after providing notice pursuant to Florida law, and after holding a public hearing thereon, the Board of Supervisors (“Board”) finds that it is in the best interests of the District and necessary for the efficient operation of the District and the Lake Ashton Golf Course Facilities to adopt by resolution revised user rates and fees related to the use of the Lake Ashton Golf Course Facilities, as more particularly set forth in **Exhibit A** attached hereto, and incorporated herein by this reference (“Rates”), for immediate use and application.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The above stated recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2.** The Rates as set forth in Exhibit A are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. These Rates shall stay in full force and effect until such time as the Board of Supervisors may amend or revise in accordance with Chapter 190, *Florida Statutes*, and shall replace and supersede any rules setting user rates and fees for the Lake Ashton Golf Course Facilities previously adopted.

**SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of September 2020.

**ATTEST:**

**LAKE ASHTON COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

**Exhibit A:** Rates

**Exhibit A**  
**Rates**

LAKE ASHTON GOLF COURSE GOLF USER FEES & RATES		
Membership Category <sup>1</sup>	Fee Range	
	Bottom	Top
<b>Annual (October 1 to September 30)</b>		
Single	\$ 4,000	\$ 4,600
Family	\$ 5,300	\$ 5,900
Non-Resident Member - Single	\$ 4,100	\$ 5,000
Non-Resident Member - Family	\$ 5,400	\$ 6,300
Super Senior (80 yr+) - Single	\$ 3,100	\$ 3,700
Super Senior (80 yr+ for all family members) - Family	\$ 4,250	\$ 4,850
<b>Associate<sup>7</sup> (October 1 to September 30)</b>		
Single	\$ 900	\$ 1,500
Family	\$ 1,200	\$ 1,800
<b>Seasonal</b>		
<i>Winter (October - May)</i>		
Single	\$ 3,750	\$ 4,350
Family	\$ 4,700	\$ 5,300
<i>Summer (June - September)</i>		
Single	\$ 1,100	\$ 1,700
Family	\$ 1,300	\$ 1,900
<i>6-Month (October - March)<sup>2</sup></i>		
Single	\$ 3,550	\$ 4,150
Family	\$ 3,550	\$ 4,150
<b>Pre-paid Rounds (one-time purchase; non-transferable)</b>		
50 Rounds (max 1 round/week)	\$ 1,575	\$ 2,075
100 Rounds (max 2 rounds/week)	\$ 3,300	\$ 4,000
<b>Daily<sup>5</sup> (per round; max 1 round/week)</b>		
<i>Winter (Oct - May)</i>		
Single (18 holes)	\$30	\$60
Single (9 holes)	\$25	\$60
Associate (18 holes)	\$30	\$60
Associate (9 holes)	\$10	\$25
Non-Resident	\$80	\$120
<i>Summer (June - September)</i>		
Single (18 holes)	\$10	\$40
Single (9 holes)	\$10	\$40
Associate (18 holes)	\$10	\$60
Associate (9 holes)	\$5	\$25
Non-Resident	\$80	\$120
<b>Non-Resident Renter/Leaseholder of Lake Ashton House</b>		
Weekly - Single	\$130	\$230
Weekly - Family	\$190	\$290
Monthly - Single	\$700	\$1,300
Monthly - Family	\$850	\$1,450
2 Month - Single	\$1,500	\$2,100
2 Month - Family	\$1,800	\$2,400
3 Month - Single	\$2,100	\$2,700
3 Month - Family	\$25,550	\$3,150
<b>Guests</b>		
Guest of Professional Staff	50% of Daily Rate	
Guests - Winter	\$10 off Daily Rate	
Guests - Summer	\$5 off Daily Rate	
Visiting PGA Professionals	\$0	
Reciprocal Rates	Same Rate as Other Course	
<b>Group<sup>3</sup> (per person per round; max 1 round/week)</b>		
Non-Resident - Winter	\$30	\$60
Non-Resident - Summer	\$10	\$30
<b>Golf Cart Rental<sup>6</sup></b>		
	\$5	\$20
<b>Transfer Fee<sup>4</sup></b>		
	\$100	\$200
<b>Driving Range</b>		
Single (per month)	\$0	\$100
Single (per day)	\$0	\$25
<b>Employees (includes District and Golf Course Management Employees)</b>		
Professional Staff (ProShop)	\$0	\$0
All Other Staff - Single - Winter	\$0	\$50
All Other Staff - Single - Summer	\$0	\$50
<b>No Show Fees</b>		
	\$0	\$20

1: All rates shown are for Patrons of the Lake Ashton Community Development District and Lake Ashton II Community Development District (together, "Districts"), unless otherwise noted, and are subject to applicable State and Local taxes

2: Only available to Residents or Renters/Leaseholders residing in either District for a maximum of 6 months per year

3: Groups require a minimum of 12 golfers

4: Membership transference from Resident to Renter/Leaseholder of such Resident's living unit

5: Guests shall qualify for the Daily Single Rate, unless otherwise specified herein

6: Cart rental fees apply to carts loaned out for three days or more

7: Associate members must pay green fee in addition to membership fee

Non-Residents are any person(s) who do not own or rent property within either District; Non-Resident Members are Non-Residents that have paid the Annual Non-Resident Member Fee.

Golf Club Membership Year runs from October 1 through September 30 of the following year ("Membership Year")

2% Discount available if prepay annual dues and fees by the August 31st preceeding the Membership Year

3% Process fee if paying with credit card (if available)

Includes the use of golf practice facilities without additional fees, during Membership Year only

The Board and/or Golf Course Manager shall have the authority to establish fees within the ranges set forth above.

# SECTION VII

## Fiscal Year 2021 Maintenance Service Contract Analysis

<b>Contractor</b>	<b>Current Monthly Amt</b>	<b>Proposed Monthly Amt</b>	<b>Amt Diff Per Month</b>	<b>Current Yearly Amt</b>	<b>Proposed Yearly Amt</b>	<b>Amt Diff Per Year</b>
Applied Aquatics (Aquatic Plant Management)	\$6,795.00	\$6,795.00	\$0.00	\$81,540.00	\$81,540.00	\$0.00
Heartland Pools (Pool Service)	\$1,465.00	\$1,465.00	\$0.00	\$17,580.00	\$17,580.00	\$0.00
Yellowstone (Landscaping Services)	\$15,442.00	\$15,442.00	\$0.00	\$185,300.00	\$185,300.00	\$0.00
<b>Total</b>	<b>\$23,702.00</b>	<b>\$23,702.00</b>	<b>\$0.00</b>	<b>\$284,420.00</b>	<b>\$284,420.00</b>	<b>\$0.00</b>

# SECTION VIII



# LAKE ASHTON

## Lake Ashton Community Development District

### Room Rental Contract

Function Name: Lake Ashton Bingo

Date: October 1, 2020

Function Location: Lake Ashton Clubhouse Grand Ballroom  
4141 Ashton Club Drive  
Lake Wales, FL 33859

Function Contact: Lake Ashton Bingo  
John DeWinkler, Bingo Officer

The following contract is to be made:

Room Rental of Lake Ashton Grand Ballroom for the game of Bingo every Monday from the hours of 4:00 p.m. to 10:00 p.m., excluding some holidays. Contract shall run from October 1, 2020 thru September 30, 2021 in the amount of \$400.00 per week payable on the 1<sup>st</sup> Monday of every month. The room rental fee charged under this contract is established by the Lake Ashton Community Development District (the "District") and is set forth in the District's Rule of Procedure.

Lake Ashton Community Development District will not be held responsible for any lost, misplaced, or broken items associated with functions.

Bingo shall be responsible for obtaining and maintaining in good standing, for the entirety of the Room Rental Term, any and all permits or licenses required by any governmental authority, including, but not limited to, the State of Florida.

Acceptance of this Contract: The above price, specifications and conditions are subject to approval by the Lake Ashton Community Development Board of Supervisors. Payment will be made as outlined above.

---

Lake Ashton Community Development District  
Authorized Signature

---

Lake Ashton Bingo  
Authorized Signature

---

Date

---

Date

cc: Lake Ashton Community Development District  
John DeWinkler, Bingo Officer  
Club Office

4141 Ashton Club Drive | Lake Wales, Florida 33859 | Phone: 863.324.5457 | Fax: 863.324.5829

# SECTION XI

# SECTION B

## Lake Ashton Community Development District Project Tracking List

Project Name	Budget	Board of Supervisor Approval	Scheduled Start Time	Scheduled Completion	Current Status	Status Updated
<b><i>Clubhouse Projects</i></b>						
Fitness Center Restroom Refurbishment	\$31,450.00	6/15/2020	approx 3-4 weeks	Approx 2 weeks	Blackburn's Interiors agreed to match the previous contractors price and will begin as soon as materials are in stock (approximately 3-4 weeks)	9/14/2020
Bowling Alley Well Point System	Insurance Claim	Insurance Claim	7/13/2020	8-12 weeks (approximately 10/13/20)	On September 16 the contractors will be removing all remaining hardware in pit area and then will seal it with the Gaco product to try and keep water from entering area until the well points are installed.	9/14/2020
Vanity Replacement in Restrooms	\$4,946.13	7/13/2020	TBD		Project is on hold until Fitness Center Tile Replacement project is finished so contractor can complete the entire project at one time.	8/10/2020
Replace Current Faucets with Hands-Free Faucets	\$2,500.00	7/13/2020	TBD		Faucets will be replaced at the same time the vanities are installed	8/10/2020
September Newsletter Revenue					\$6,862	9/14/2020
Online Payments					Staff is in communication with Bank of America Merchant Services regarding this option. An agreement is included in the agenda packet for Supervisor consideration.	9/14/2020
Local Insertion Channel					Staff is looking into setting up for residents that have Spectrum or FIOS cable services. Staff is working with the Spectrum account rep and has also reached out to Verizon FIOS to explore options for that service provider	9/14/2020

## Lake Ashton Community Development District Project Tracking List

Project Name	Budget	Board of Supervisor Approval	Scheduled Start Time	Scheduled Completion	Current Status	Status Updated
<b><i>Security</i></b>						
Gate Count (August 1 - 31)					5,369 vehicles processed	9/14/2020
<b><i>Landscape Management</i></b>						
Oyster plants at Entrance	Plant Replacement Budget		1-2 weeks		The soil in this area will be replaced and new oyster plants will be installed.	9/14/2020
Palm Trees	Included in Contract		9/14/2020		Palm trees on Lake Ashton Blvd and in front of the Palms entrance are being trimmed on Monday, 9/14/20. A Medjool Palm was struck by lightning and will be removed while the truck is on property. Replacement options will be presented at the September meeting.	9/14/2020
<b><i>Lake Management</i></b>						
Grass Carp Installation	\$2,970.00	6/15/2020	TBD		Applied Aquatic is working with FWC to obtain the permit to purchase and install the grass carp. They are waiting for the biologist with FWC to give permission to move forward.	9/14/2020
<b><i>Pavement/Stormwater Management</i></b>						
Pavement Management Evaluation	\$7,000.00	6/15/2020		9/21/2020	District Engineer Project	6/15/2020
Lake Level Management	\$890.00			9/15/2020	Engineer will provide a report of the work that is to be completed. The total of \$1,780 was split between LACDD and LAICDD.	9/14/2020
Golf Course Pathways and Bridges Evaluation		6/15/2020			District Engineer Project	6/15/2020
Golf Course Bridges - Running Boards and Maint.					The District Engineer recommended to wait on this project until cost of lumber decreases	8/17/2020
Golf Course Flumes					The District Engineer is working on quotes to repair failing flumes on a few ponds on the golf course.	8/10/2020

## Lake Ashton Community Development District Project Tracking List

Project Name	Budget	Board of Supervisor Approval	Scheduled Start Time	Scheduled Completion	Current Status	Status Updated
<b><i>Projects Under Consideration by the Board of Supervisors</i></b>						
Extend Awning Over Horseshoe Bar					Staff is working to gather quotes to present at an upcoming Board of Supervisors meeting for consideration.	9/14/2020
Chandeliers in Restaurant					Staff recommends removal of the chandeliers in the dining room. Staff can cap where the chandeliers are currently to allow for replacement if desired later on. Staff is able to do this project in house.	9/14/2020
Painting Foyer and Main Hallway					Staff is working with the interior designer on the refurbishment of the Clubhouse décor. Staff is seeking approval to move forward with selecting a paint color for the Foyer and hallway to update the look of the Clubhouse. Staff will do the painting so only the cost of materials will be incurred.	9/14/2020
Removal of the Foyer Chandelier					Staff has included two quotes to remove the chandelier in the Foyer and replace with 2 additional recessed lighting fixtures to update the Foyer. The electrical components remaining will be capped in case the Board chooses to replace with another fixture.	9/14/2020
<b><i>Completed Projects</i></b>						
Foyer Furniture Replacement	\$6,000.00	6/15/2020	Aug-20		Furniture has been installed and the final price was \$5,800	9/14/2020
Hand Rails in Restrooms		7/13/2020	week of 8/17		Handrails were installed in the hallway and dressing room bathrooms. They will be installed in the Fitness Center Restrooms once the tile refurbishment is complete.	9/14/2020
Pest Control Service			week of 8/10		Pest control service and follow-up treatment was completed on 9/10/2020	9/14/2020
Window Tinting			week of 8/10		Six windows were re-tinted in the Restaurant Dining Room.	8/10/2020

## Lake Ashton Community Development District Project Tracking List

Project Name	Budget	Board of Supervisor Approval	Scheduled Start Time	Scheduled Completion	Current Status	Status Updated
Mulligan/Dunmore Stormwater Project	\$157,000.00	4/20/2020 & 7/13/2020			Project was completed on Thursday, 9/8/2020	9/14/2020
Heathland Lane Pavement Failure	\$2,500.00	8/17/2020			Project was completed on Thursday, 9/10/2020	9/14/2020
Litchfield Loop and Blackmoor Lane Ponds	NTE \$10,000	8/17/2020			Project was completed on Thursday, 9/10/2020. Final cost was \$9,650	9/14/2020

# SECTION 1

# SECTION (a)



# Estimate

Date	Estimate #
9/10/2020	MB1939

LAKE ASHTON  
4141 ASHTON CLUB DRIVE  
LAKE WALES, FL 33859

Project	Job Description	Terms	Telephone
		Due on receipt	863/956-6207
Qty	Description		
	<p>***SCOPE OF WORK***            -REMOVE EXISTING (X-LARGE) CHANDELIER FROM FRONT FOYER OF CLUB HOUSE            -INSTALL BLANK COVER OVER CHANDELIER BOX            -CUT IN (2) NEW 6" RECESS CAN LIGHT LOCATION IN FOYER CEILING (TO BE SWITCHED WITH ALL OTHER CANS)            -NEW TRIM AND LED LAMP INCLUDED            -CHANDELIER WILL BE REMOVED AND PLACED IN FOYER MOVING THE FIXTURE BEYOND THE FOYER IS NOT INCLUDED IN THIS PROPOSAL</p> <p>***MATERIALS***</p> <p>2 PRESC LITE 6" REMODEL RECESS CAN LIGHT            2 PRESC LITE 6" BAFFLE TRIM            2 65W EQUIV. DAYLIGHT ECO LED LAMP, R30            20 12/2 MC CABLE            4 MC CABLE CONNECTOR            1 SCAFFOLDING RENTAL            1 HIDABLANK            Subtotal of Materials listed above this point.....</p> <p>***LABOR***</p> <p>4 MAN HOURS LABOR: Scott Britt w/Helper            1 LABOR, THREE MEN</p>		

<b>Sub-Total</b>	\$1,168.38
<b>Sales Tax (7.0%)</b>	\$0.00
<b>TOTAL</b>	<b>\$1,168.38</b>

**SECTION (b)**

# SIGNATURE

LIGHTING & ELECTRICAL

TAMPA - LAKELAND - ODESSA - PLACIDA

Corporate office: 2690 S Combee Rd., Lakeland, FL 33803

**www.SignatureLE.com**

1-866-8 LIGHTS (544487)

## Lighting Contract

Date	Estimate #
9/14/2020	2036

License: ET11000982

Name / Address
Lake Ashton CDD C/O Matt Fisher 4141 Ashton Club Dr Lake Wales Fl 33859

P.O. No.	Allied Reference

Description	Qty	Rate	Total
<p>****Chandelier Removal and Two Recessed Can Lights Installed****                      (02) PGL 6" Bronze Recessed Baffles 120v (Lamps Provided by Customer)                      (01) Removal of existing lobby chandelier</p> <p>Price includes 19' scissor lift, all electrical fittings and labor for installation and removal of the above listed.</p>		1,580.00	1,580.00
<p>Price includes all supplies and labor necessary to install the above according to the plan provided with the estimate. A deposit of 50% is due at the signing of the agreement and the balance is due upon the completion of the project. A 4% fee will be added if payment is by credit card. Upon execution of this Contract all Product herein shall be deemed accepted by purchaser, without the right of rejection or revocation. Cancellation of contract by purchaser will result in forfeiture of all deposits paid. In the event that the Purchaser shall default in the payment terms of this contract, Purchaser agrees that Signature Lighting &amp; Electrical, its representatives and assigns, may repossess the lighting system and all associated material, without being liable for trespass, conversion or damage. If the project is delayed by purchaser, contractors or any reason outside the control of Signature, full payment will become due. Please make checks payable to Signature Lighting &amp; Electrical.</p>			
Please Sign, Date & Return with approval		<b>Total</b>	\$1,580.00

## SECTION 2

**North Additional Location Set Up**

**NAB FM 009A**

Please fill out all sections to avoid a delay in the implementation process.

Send Completed Form To				Requestor Information			
To:	Michelle Whalen			Phone:			
E-mail:	michelle.whalen@bankofamericamerchant.com			E-mail:			
Fax:				RELM:			
<b>NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations.                  (See Part IV Section A.3 of your Program Guide for further information)</b>							
Legal Name	LAKE ASHTON COMMUNITY DE			[REDACTED]			
IRS Filing Name	LAKE ASHTON COMMUNITY DE			IRS Foreign Entity Indicator: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Legal Signor & Title	JENNIFER PELHAM			"Tie to/ Mirror" [REDACTED]			
Incorporation Status	6 = Tax Exempt Organization (501C)			Cross Reference #			
D.B.A. Name				Store Number			
D.B.A. Street Address				Fax Number			
D.B.A. City, State, Zip				Contact e-mail		cwells@lakeashtoncdd.com	
D.B.A. Phone #				D.B.A. Contact Name		Christina Wells	
% Swiped	% MOTO	100	= 100%	MCC Code		9399	
Average Ticket: \$ 150	Annual Outlet Volume: \$ 240,000			Merchant Type		003: MOTO	
Discover Annual Volume	\$			Discover Average Ticket		\$	
Amex Annual Volume	\$			Amex Average Ticket		\$	
<b>2: Tiered Merchants Only – values provided by Visa/MC</b>							
MasterCard Tiered MID		P/C	/	Visa Verification Value		P/C	/
<b>3: Entitlements &amp; Other Information</b>							
American Express		NO		Pin Debit	<input type="checkbox"/> Debit #		
Discover (includes Diners and JCB)				Discover Full Acq.	No		
Check Serv				EMV Indicator Choose 1			
<b>4: Banking Information</b>							
Banking will mirror Existing/Mirrored Merchant number:				Yes If no (a void check or bank letter is required)			
Bank Transit ABA # 1		[REDACTED]		Bank Transit ABA # 2			
DDA Account # 1		[REDACTED]		DDA Account # 2			
<b>5: Equipment Information</b>							
Rental/Purchase/ Customer-Owned	Qty	IP	Equipment Type (terminal/VAR/Internet)	Retail/Restaurant/MOTO/Internet Lodging/Supermarket/ Car Rental Quick Service Restaurant/Petro	Model/ Code and Name	Unit Price	For Customer- Owned equipment Version/ Serial #
Purchase	1	<input checked="" type="checkbox"/>	VAR	MOTO	ANET	49.00	
		<input type="checkbox"/>					
Primary Network Nashville Secondary Network North				Email address required for VAR (software): cwells@lakeashtoncdd.com			
Imprinter Purchase:		No		Non Standard Welcome Kit: ORDER via EFU.specialservices@firstdata.com			
Ship Equipment:		<input checked="" type="checkbox"/> Outlet		<input type="checkbox"/> Bill To		<input type="checkbox"/> Other (please provide)	
<b>Comments:</b> Purchasing ANET MOTO send credentials to Christina Wells at lakeashtoncdd.com.							

Please add the above mentioned additional location(s) to your system. I understand and agree upon execution of this document, the above mentioned location(s) is/are hereby bound by the processing Agreement signed for the above primary location, any agreement attached hereto as well as pricing for the services specified herein. I further acknowledge that all information provided is true and accurate.

	JENNIFER PELHAM	Fin Admin	
Client's Business Principal Signature	Please Print Name of Signer	Title	Date

Please allow 7 business days for new set up requests. There is a \$75 charge for rushes needed within 72 hrs (depends on work volume).

## eCOMMERCE PAYMENT PLATFORM ADDENDUM

This eCommerce Payment Platform Addendum (“**ePP Addendum**”) is made by and between the undersigned client (“**Client**”) and Banc of America Merchant Services, LLC or First Data Services, LLC doing business as Bank of America Merchant Services, as applicable (“**BAMS**”) as of the date signed by Client (“**Effective Date**”) and supplements the Client’s existing agreement for merchant services by and among BAMS or any of its predecessors, as applicable, and Bank of America, N.A. (“**Bank**”) (as amended and supplemented from time to time, the “**Merchant Agreement**”). Any references in the Merchant Agreement (or any amendments, addenda or supplements thereto) to “you,” “your” or “Merchant”, when used herein, refer to Client; and any references in the Merchant Agreement (or any amendments, addenda or supplements thereto) to “us,” “our” or “we”, when used herein, refer to BAMS. Unless stated otherwise, any reference to this ePP Addendum herein includes the Merchant Agreement.

The eCommerce Payment Platform (as defined in Section 1) is incorporated within the term “Services” in the Merchant Agreement but are provided to Client by BAMS and not Bank; Bank is not liable to Client in any way with respect to the eCommerce Payment Platform. For the purposes of this ePP Addendum, the term “Servicers” in the Merchant Agreement refers only to BAMS and not the Bank. If the Merchant Agreement is only between Client and Bank, then for the eCommerce Payment Platform only, (a) BAMS joins the Merchant Agreement, and Bank is a party hereto only for such joinder, and (b) BAMS shall have the same rights and obligations as Bank under the applicable provisions of the Merchant Agreement. For the avoidance of doubt, any monetary caps on Bank’s limitation of liability set forth in the Merchant Agreement shall apply in the aggregate to Services provided by BAMS and Services provided by Bank.

CLIENT AND BAMS AGREE AS FOLLOWS:

- 1. Definitions.** Capitalized terms used but not defined in this ePP Addendum are defined in the Merchant Agreement. In addition, the following defined terms apply to this ePP Addendum:

“**API**” means any specifications and protocols, developed by or on behalf of BAMS for use with the eCommerce Payment Platform that (i) format, encrypt, or decrypt messages transferred between the BAMS Systems and the Merchant Systems, or (ii) otherwise enable, either directly or indirectly, access to or use of the eCommerce Payment Platform.

“**Documentation**” means, collectively, the operational documents, technical integration requirements and documentation, user manuals, help files, and other documentation, including implementation overviews, integration guidelines and sandbox guidelines, in written or electronic form, as provided or otherwise made available by, and as modified by, BAMS from time to time, that are intended for use in connection with, and provide more information regarding, the eCommerce Payment Platform.

“**eCommerce Payment Platform**” means the e-commerce payment processing gateway services, including (i) Card transaction data submission, authorization and data settlement related to the services Client receives from BAMS under the Merchant Agreement; (ii) fraud management, Cardholder authentication and customer information management tools for Card transactions and Client’s customer registrations and updates; (iii) Card account number tokenization; (iv) electronic invoicing and data import tools; (v) other features described in the Documentation; (vi) any Optional Services Client selects and (vii) additional services that may become available in the future.

“**Intellectual Property Rights**” mean all intellectual property rights throughout the world, including copyrights, patent rights, mask works, Marks, trade secrets, inventions (whether or not patentable), authors’ rights, moral rights, rights of attribution, goodwill, and other proprietary rights and all applications and rights to apply for registration or protection of such right.

“**Optional Services**” means the Account Updater and PayPal Acceptance services offered herein.

“**Third Party Services**” means other products and services of third parties that may be available through the eCommerce Payment Platform including, but not limited to, eCheck.

- 2. eCommerce Payment Platform.**

- 2.1** BAMS shall provide the eCommerce Payment Platform to Client (i) subject to the terms of this ePP Addendum and the Merchant Agreement, and (ii) only in the United States of America.
- 2.2** Client must select an ID and password to enable it to access the eCommerce Payment Platform (and related account). Client shall (i) restrict access to such ID, password, and account to Client’s employees and agents as may be reasonably necessary for purposes of accessing and using the eCommerce Payment Platform consistent with this ePP Addendum and (ii) ensure that each such employee and agent accessing and using the eCommerce Payment Platform is aware of and otherwise complies with all applicable provisions of this ePP Addendum regarding such use and access. Client is solely

responsible for maintaining adequate security and control of any and all IDs, passwords, or any other codes for purposes of giving Client access to the eCommerce Payment Platform. BAMS shall be entitled to rely on information BAMS receives from Client and may assume that all such information was transmitted by Client or on Client's behalf. Client shall comply with all BAMS' requirements and notices regarding the security of Client's ID, password and related eCommerce Payment Platform account(s).

**2.3 Client acknowledges and agrees to the following:**

- 2.3.1 the eCommerce Payment Platform services may be performed by one or more of BAMS' subcontractors, including, but not limited to, CyberSource Corporation ("CyberSource") or any of CyberSource's affiliates or successors in interest (together with CyberSource, the "CyberSource Parties"), whether such subcontractors are located within or outside the United States of America, (such subcontractors, including, but not limited to, the CyberSource Parties, are referred to individually as a "eCommerce Payment Platform Subcontractor" and collectively as the "eCommerce Payment Platform Subcontractors");
  - 2.3.2 except as otherwise provided by Applicable Law, the eCommerce Payment Platform Subcontractors have no liability to Client in connection with the eCommerce Payment Platform;
  - 2.3.3 each eCommerce Payment Platform Subcontractor shall be a third party beneficiary of the provisions of this Section 2.3 and Sections 4 and 8 of this ePP Addendum, with the right to enforce the terms and conditions of such provisions as if such eCommerce Payment Platform Subcontractor were a party hereto with the same rights as BAMS under those provisions, and
  - 2.3.4 with respect to any information, including, but not limited to, data identifiable or relating to Client or Client's customers or representatives (whether or not such customers or representatives are natural persons or entities) received or processed in connection with providing the eCommerce Payment Platform to Client ("Client eCommerce Payment Platform Information"), BAMS and each eCommerce Payment Platform Subcontractor may, (i) in order to provide the eCommerce Payment Platform to Client, disclose to third parties, access, process and store, Client eCommerce Payment Platform Information within and/or outside the United States of America and (ii) use and analyze Client eCommerce Payment Platform Information to make enhancements, improvements and other modifications to their respective services (and the features and functionality of such services), including (but not limited to) enhancements, improvements and modifications that may benefit other customers and clients of such services.
- 2.4 Client acknowledges and agrees that it is solely responsible for maintaining complete back-up records of all information relating to orders, inquiries, and purchases and any information submitted by Client to BAMS (or to any of the CyberSource Parties) for purposes of receiving the eCommerce Payment Platform.
- 2.5 Client may select one or more of the Optional Services to be provided in connection with the eCommerce Payment Platform.
3. **Fees.** Client agrees to pay BAMS the fees for the eCommerce Payment Platform as set forth on Schedule A, which are in addition to the processing fees, any third party-based fees, and other fees or charges set forth elsewhere in, and are part of the fee schedule to, the Merchant Agreement. Client shall also be responsible for all additional costs and expenses as set forth in the Merchant Agreement. The fees due under this ePP Addendum constitute amounts due under the Merchant Agreement which will be billed, collected and charged or paid as permitted under the Merchant Agreement.
4. **Client Representations, Warranties and Covenants.** Client represents and warrants to, and covenants with, BAMS that Client shall use the eCommerce Payment Platform only (i) in accordance with this ePP Addendum, the Merchant Agreement, Applicable Law and applicable Card Organization Rules; and (ii) in a manner consistent with the Documentation.
5. **Sublicense; Intellectual Property.**
- 5.1 BAMS grants to Client a non-transferable, non-assignable, non-exclusive, limited, royalty-free, revocable sub-license during the term of this ePP Addendum to the API and Documentation to access and use the eCommerce Payment Platform and Documentation, all subject to the terms of this ePP Addendum and the Merchant Agreement. Client may only use any API and Documentation in connection with Client's access to and use of the eCommerce Payment Platform. Client has no intellectual property rights or other right, title or interest in or to the eCommerce Payment Platform, the API, the Documentation, or derivative works thereof (collectively, the "**eCommerce Payment Platform IP**"); and nothing in this ePP Addendum or the Merchant Agreement assigns, transfers or creates any such right, title or interest for Client (whether express or implied, or by estoppel or otherwise). Any and all right, license, title or interests associated with the eCommerce Payment Platform IP that are not expressly granted by BAMS within this ePP Addendum are expressly

withheld. Client shall not take any action inconsistent with the ownership, title or license rights associated with the eCommerce Payment Platform IP. Client shall not file any action, in any forum, challenging ownership of the eCommerce Payment Platform IP. Client shall not use the eCommerce Payment Platform or eCommerce Payment Platform IP outside of the United States (and "United States" as used in the foregoing sentence excludes U.S. territories and possessions). Client shall use the eCommerce Payment Platform only for its business purposes and not for any household use. Client obtains no rights (license or otherwise) to trademarks, service marks, brand names or logos associated with the eCommerce Payment Platform, BAMS, or any of its service providers hereunder. Breach of any part of this Section constitutes a material breach of this ePP Addendum, and BAMS may immediately suspend or terminate Client's use of the eCommerce Payment Platform or this ePP Addendum in the event of such breach.

- 5.2 **Restrictions.** Client shall not, and shall not permit any third parties to: (i) sell, distribute, lease, license, sublicense or otherwise disseminate the eCommerce Payment Platform IP or any portion thereof; (ii) copy, modify, enhance, translate, supplement, derive source code or create derivative works from, reverse engineer, decompile, disassemble, or otherwise reduce to human-readable form the eCommerce Payment Platform IP or any portion thereof; (iii) use altered versions of the eCommerce Payment Platform IP or portion thereof; (iv) use, operate or combine the eCommerce Payment Platform IP with other products, materials or services in a manner inconsistent with this ePP Addendum or the Merchant Agreement; (v) use the eCommerce Payment Platform or eCommerce Payment Platform IP, or any portion thereof, as a standalone or non-integrated program or in any other manner other than as contemplated by this ePP Addendum; or (vi) perform or attempt to perform any actions that would interfere with the proper working of the eCommerce Payment Platform, prevent access to or use of the eCommerce Payment Platform by other users, or, in BAMS' reasonable judgment, impose an unreasonably large or disproportional load on any BAMS platform or infrastructure. Client shall not permit any third parties to access the eCommerce Payment Platform IP. Client shall not remove, alter, modify, relocate or erase any copyright notice or other legend(s) denoting our or other third parties' proprietary interests in the eCommerce Payment Platform IP.
- 5.3 Client shall promptly notify BAMS in writing of any threat, or the filing of any action, suit or proceeding against Client regarding the eCommerce Payment Platform or eCommerce Payment Platform IP in which an adverse decision would reasonably be expected to have a material impact on BAMS or any of the eCommerce Payment Platform subcontractors.

## **6. Special Termination Provisions.**

- 6.1 In addition to the termination rights set forth in the Merchant Agreement, this ePP Addendum will automatically terminate upon any termination of the Merchant Agreement. Upon termination or expiration of this ePP Addendum, all licenses granted hereunder will immediately terminate and Client will either return or destroy the Software, certifying such destruction in writing to BAMS.
- 6.2 BAMS shall have the right to terminate this ePP Addendum for any of the reasons set forth for termination of the Merchant Agreement. In addition, BAMS reserves the right to alter, immediately suspend or upon notice terminate the eCommerce Payment Platform in the event Client violate the terms of this ePP Addendum, the Merchant Agreement or any agreement with third parties that are involved in providing the eCommerce Payment Platform is terminated or otherwise no longer in effect, or BAMS is otherwise unable to continue to provide the eCommerce Payment Platform.

## **7. Product Disclaimers.**

- 7.1 BAMS HAS NO OBLIGATION TO ATTEMPT TO MONITOR OR REGULATE THE CONTENT OR PROVISION OF CLIENT'S PRODUCTS OR SERVICES. BAMS AND eCOMMERCE PAYMENT PLATFORM SUBCONTRACTORS SHALL HAVE NO LIABILITY IN CONNECTION WITH CLIENT'S OFFERING OR SALE OF CLIENT'S PRODUCTS AND SERVICES.
- 7.2 BAMS DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR (I) THIRD PARTY SERVICES OR SOFTWARE INCLUDING, BUT NOT LIMITED TO, THIRD PARTY SERVICES SUCH AS PAYPAL OR ECHECK, THAT CLIENT USES IN CONNECTION WITH THE eCOMMERCE PAYMENT PLATFORM, WHICH THIRD PARTY SERVICES CLIENT USES AT CLIENT'S OWN RISK, AND (II) ANY LOSS (HOWEVER OCCURRING, INCLUDING NEGLIGENCE), ARISING FROM OR RELATED TO: (A) CLIENT'S FAILURE TO PROPERLY ACTIVATE, INTEGRATE OR SECURE CLIENT'S eCOMMERCE PAYMENT PLATFORM ACCOUNT(S); (B) FRAUDULENT TRANSACTIONS PROCESSED THROUGH CLIENT'S USE OF THE eCOMMERCE PAYMENT PLATFORM; (C) DISRUPTION OF THE eCOMMERCE PAYMENT PLATFORM, OR THE CLIENT'S SYSTEMS, SERVER OR WEBSITE BY ANY MEANS, INCLUDING WITHOUT LIMITATION, DDOS ATTACKS, SOFTWARE VIRUSES, TROJAN HORSES, WORMS, TIME BOMBS, OR ANY OTHER TECHNOLOGY; (D) ACTIONS OR INACTIONS BY ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, A MERCHANT SERVICE PROVIDER OR FINANCIAL INSTITUTION; OR (E) THE LIMITATION OF THE FUNCTIONING OF ANY eCOMMERCE PAYMENT PLATFORM SERVICE OR SOFTWARE, HARDWARE, OR EQUIPMENT ASSOCIATED THEREWITH.
- 7.3 EXCEPT AS EXPRESSLY PROVIDED IN THIS ePP ADDENDUM, BAMS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATIONS AND WARRANTIES: (A) REGARDING NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE; (B) THAT THE ECOMMERCE

PAYMENT PLATFORM SERVICES (I) WILL OPERATE UNINTERRUPTED OR ERROR FREE, OR (II) ARE SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; AND (C) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED.

**8. EXCLUSION OF DAMAGES; LIMIT OF LIABILITY.**

- 8.1 BAMS SHALL NOT BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGE OR LOSS SUFFERED OR INCURRED BY CLIENT, REGARDLESS OF THE FORM OF ACTION, OR ANY LOSS OF REVENUE, PROFITS OR BUSINESS, ANTICIPATED SAVINGS, LOSS OF GOODWILL OR REPUTATION, COSTS OF DELAY, LOST OR DAMAGED DATA, OR THE INCURRING OF LIABILITY FOR LOSS OR DAMAGE OF ANY NATURE WHATSOEVER SUFFERED BY THIRD PARTIES, ALL WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), AND REGARDLESS OF WHETHER BAMS OR CLIENT KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF THE LOSS, INJURY OR DAMAGE IN QUESTION.
- 8.2 NOTWITHSTANDING THE LIMIT OF LIABILITY SET FORTH IN THE MERCHANT AGREEMENT, BAMS' TOTAL AGGREGATE LIABILITY TO CLIENT UNDER THIS ePP ADDENDUM WILL BE LIMITED TO THE LESSER OF ONE HUNDRED THOUSAND DOLLARS (\$100,000), OR THE FEES PAID TO BAMS UNDER THIS ePP ADDENDUM DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.
9. **Export Control.** Client understands and acknowledges that the eCommerce Payment Platform services are subject to regulation by agencies of the U.S. government which prohibits export or diversion of certain products and technology to certain countries, persons, or other entities. Any and all of BAMS' obligations to provide the eCommerce Payment Platform is subject to all applicable export laws and restrictions and regulations. Client agrees to comply with all applicable export laws and restrictions and regulations and not to export or re-export any eCommerce Payment Platform IP (i) into (or to a national or resident of) any country to which the U.S. has embargoed goods including, without limitation, Iran, Cuba, Syria, Sudan, the Crimea Region of the Ukraine, and North Korea; or (ii) to any person on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Person's List.

**10. General.**

- 10.1 Representations and Warranties. Client and BAMS each represent and warrant to the other that: (i) such party has all required corporate authority to execute this ePP Addendum and (ii) this ePP Addendum creates valid, legal and binding obligations that are enforceable against such party.
- 10.2 Counterparts/Electronic Originals. This ePP Addendum may be executed in any number of counterparts, each of which is deemed an original and all of which constitute one and the same instrument. Facsimile, electronic or other images of this executed ePP Addendum are effective as executed originals.
- 10.3 Full Force and Effect. The Merchant Agreement remains in effect as supplemented by this ePP Addendum. In the event of any conflict between the terms of this ePP Addendum and the terms of the Merchant Agreement, the terms of this ePP Addendum will control with respect to the eCommerce Payment Platform. References to the Merchant Agreement after the date of this ePP Addendum include this ePP Addendum.

*Signature page follows*

No alterations to this ePP Addendum will be accepted and, if made, any such alterations or strikeouts shall not apply.

This ePP Addendum has been executed by BAMS (and Bank if applicable) without signature, and has been agreed to and executed by Client as of the date shown below.

**BAMS: Banc of America Merchant Services, LLC or First Data Services, LLC, as applicable**

Bank of America, N.A. (if applicable for BAMS joinder only),  
by BAMS, pursuant to a limited power of attorney

Client: LAKE ASHTON COMMUNITY DE  
(Business Legal Name)

By: \_\_\_\_\_  
(Client's Authorized Signer)

Signer Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule A  
eCommerce Payment Platform Fees**

**FEE DESCRIPTIONS FOR eCOMMERCE PAYMENT PLATFORM**

Fee Name	Fee Type	Fee Amount
<b>Internet Set-up Fee (30R)</b> This fee is charged per Terminal ID ("TID") for implementation of the eCommerce Payment Platform on BAMS' and BAMS' agents' systems.	One Time, per TID	\$49
<b>Gateway/Software Fee (44M)</b> This fee is charged per TID for continued access to eCommerce Payment Platform on BAMS' and BAMS' agents' systems.	Monthly, per TID	\$16
<b>Internet Auth Fee (03R, 04R, 06I and 07I)</b> This fee is charged for each Internet transaction Authorization request for the applicable Card Organizations, whether approved or declined, and will appear on the Merchant Account statement in the form "[Card Organization name] Internet Auth Fee."	Per Authorization request	\$0.10

**OPTIONAL SERVICES**

Check here to select	Service	Fee Type	Fee Amount
<input type="checkbox"/>	Account Updater: Account Updater automatically checks for changes to card information stored with customer's recurring subscriptions and customer profiles, and updates the card information if available from the card issuer.	Update on new account number (NAN: New Account Number Update)  Update on new expiry date (NED: New Expiry Date update)  Charged if we detect a closed account (ACL: Account Closed Update)  Charged if detect anomaly with the account (CCH: Contact Card Holder	\$0.25 per update
<input type="checkbox"/>	PayPal Acceptance: Accept PayPal as an online payment method. Also requires a separate agreement with PayPal for acceptance of the PayPal transactions.	Internet Auth Fee (see above) (For purposes of this Addendum, PayPal and/or other payment methods are Card Organizations as defined in the Merchant Agreement.)	(see above)

# SECTION D

**Lake Ashton Community Development District**  
135 W Central Blvd. Suite 320, Orlando Florida 32801

**Memorandum**

**DATE:** September 21, 2020

**TO:** Jillian Burns **via email**  
District Manager

**FROM:** Matthew Fisher  
Operation Manager

**RE:** Lake Ashton CDD Monthly Managers Report – September 21, 2020

The following is a summary of activities related to the field operations of the Lake Ashton Community Development District:

**Ballroom:**

1. Staff replacing lights and ballast as needed.
2. A/C working properly.

**Pool/Spa:**

1. The pool and spa are operating properly.

**Lakes/Ponds:**

1. Lakes and ponds are being treated according to our contract with Applied Aquatic.
2. Pond water levels are elevated due to the amount of rain.
3. Met with Applied Aquatic to review CDD ponds. Minor algae growth noticed. Concerns of growth of excessive vegetation in pond located behind Turnberry is being treated.

**Landscaping:**

1. Staff has been meeting on a weekly basis with Yellowstone Landscape to review CDD property.
2. Medjool and Queen palm trimming along Lake Ashton Blvd completed.
3. Met with Yellowstone managers to address concerns.
4. Irrigation timer and rain sensor replaced at Gate House.

**Other:**

1. Pressure washed Reflection Garden pavers.
2. Installed new floor outlet cover in Fitness Center. Other cover was a trip hazard.
3. Pavilion electrical issue resolved. Irrigation timer had an electrical short. Seeking quote to replace.
4. Replaced burnt up light bulbs to the Medjool palms along Lake Ashton Blvd.
5. Replaced two broken up light fixtures along Lake Ashton Blvd.
6. Three spot lights located outside Southern part of Ballroom have been converted to LED.
7. Broken outlet cover replaced near Tennis Court.
8. Yearly fire extinguisher maintenance competed.
9. Outdoor movie screen constructed.
10. Detail cleaned the exterior of the Gate House.
11. Floor drains in restaurant kitchen cleaned out.
12. Dimmer switch replaced in foyer.

Should you have any questions please call me at 863-956-6207

Respectfully,

Matthew  
Fisher

# SECTION XII

# SECTION A

**LAKE ASHTON  
COMMUNITY DEVELOPMENT DISTRICT**

Check Run Summary

**September 21, 2020**

<i><b>Date</b></i>	<i><b>Check Numbers</b></i>	<i><b>Amount</b></i>
<u><b>General Fund</b></u>		
8/21/20	7220-7237	\$76,144.84
9/3/20	7238-7242	\$29,139.35
9/11/20	7243-7264	\$83,087.91
<i><b>General Fund Total</b></i>		<b><i>\$188,372.10</i></b>

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/21/20	00650	8/21/20 082120	202008 320-57200-49400	REPTILE CLASS FOR CAMP BRUCE M. SHWEDICK DBA	*	100.00	100.00 007220
8/21/20	00062	7/31/20 57949601	202008 320-57200-41000	SVCS 08/20 BRIGHT HOUSE NETWORKS	*	1,013.19	1,013.19 007221
8/21/20	00621	6/08/20 846542	202006 320-57200-54501	SVCS 06/20 COUNTRY BOY PEST CONTROL	*	195.00	195.00 007222
8/21/20	00466	8/01/20 43399	202008 310-51300-42501	LA TIMES NEWSLETTER 08/20 CUSTOMTRADEPRINTING.COM	*	2,962.00	2,962.00 007223
8/21/20	00561	8/10/20 002010	202008 320-57200-54500	BEER LINE DRAFT MEDIC LLC	*	137.80	137.80 007224
8/21/20	00003	8/04/20 70836323	202007 310-51300-42000	DELIVERIES THRU 07/29/20 FEDEX	*	45.92	45.92 007225
8/21/20	00215	7/16/20 397	202007 320-57200-43400	REPAIR/RECONFIGURE NETWOR	*	800.00	
		7/20/20 398	202007 320-57200-54500	FACILITY MAINT 6/22-7/15	*	965.25	
		7/20/20 398	202007 320-57200-54500	FACILTIY MAINT 7/06-7/19	*	1,593.68	
		8/03/20 402	202008 320-57200-52000	COMPUTER PARTS	*	266.98	
		8/03/20 402	202008 320-57200-52000	CLOUD KEY	*	106.06	
		8/03/20 402	202008 320-57200-52000	ROUTER	*	144.56	
		8/03/20 402	202008 320-57200-52000	SWITCH	*	233.78	
		8/03/20 402	202008 320-57200-52000	BRUSH AND PAINT CUP	*	27.20	
				GMS-CENTRAL FLORIDA, LLC			4,137.51 007226
8/21/20	00036	8/01/20 186	202008 310-51300-34000	MGMT FEES 08/20	*	5,019.67	
		8/01/20 186	202008 310-51300-35100	COMPUTER TIME	*	83.33	

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/01/20		186		202008 310-51300-31300		DISSEMINATION AGT SVCS	*	83.33		
8/01/20		186		202008 310-51300-51000		OFFICE SUPPLIES	*	5.08		
8/01/20		186		202008 310-51300-42000		POSTAGE AND DELIVERIES	*	20.66		
									5,212.07	007227
-----										
8/21/20	00059	5/11/20	21163	202005 320-57200-45300		INSTALL NEW PLUNGER PARTS	*	350.00		
		7/03/20	29242	202008 320-57200-45300		SVCS 08/20	*	215.00		
		7/03/20	29243	202008 320-57200-45300		SVCS 08/20	*	1,250.00		
									1,815.00	007228
-----										
8/21/20	00429	8/21/20	08212020	202008 300-20700-10200		TXFER OF TAX RCPTS	*	15,044.26		
		8/21/20	08212020	202008 300-20700-10200		TXFER OF TAX RCPTS	*	1,749.38		
									16,793.64	007229
-----										
8/21/20	00164	8/19/20	93090	202007 310-51300-31500		SVCS 07/20	*	3,134.10		
									3,134.10	007230
-----										
8/21/20	00568	7/31/20	1039910	202007 310-51300-48000		L060G0JAGA	*	79.25		
		7/31/20	1039910	202007 310-51300-48000		L060G0JAS8	*	144.25		
									223.50	007231
-----										
8/21/20	00033	8/07/20	4651748	202008 300-20700-10200		1% ADMIN FEE	*	4,834.63		
		8/07/20	4651748	202008 700-36300-10000		1% ADMIN FEE	*	4,331.01		
		8/07/20	4651748	202008 700-36300-10000		1% ADMIN FEE	*	503.62		
		8/07/20	4651748	202008 700-13100-10000		1% ADMIN FEE	*	4,834.63		
		8/07/20	4651749	202008 300-36300-10100		1% ADMIN FEE	*	18,318.75		
									23,153.38	007232
-----										
8/21/20	00361	7/31/20	I84209	202007 320-57200-54500		SVCS 07/31/20	*	251.45		
									251.45	007233
-----										
LAKA LAKE ASHTON SROSINA										

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/21/20	00631	7/31/20 201085	202007 310-51300-31100	SVCS THRU 07/31/20 RAYL ENGINEERING & SURVEYING, LLC	*	90.00	90.00 007234
8/21/20	00571	8/01/20 27674	202007 320-57200-54500	JANITORIAL SVCS 07/20 SERVICEMASTER CLEAN	*	2,085.00	2,085.00 007235
8/21/20	00234	7/25/20 16301470	202007 320-57200-51000	SUPPLIES	*	62.68	
		7/25/20 16301470	202007 320-57200-52000	SUPPLIES STAPLES BUSINESS CREDIT	*	192.77	255.45 007236
8/21/20	00061	8/13/20 0820	202008 320-57200-43000	SVCS 08/20 TECO	*	14,539.83	14,539.83 007237
9/03/20	00055	8/15/20 20735-07	202007 320-57200-43100	SVCS 07/20	*	439.75	
		8/15/20 20740-07	202007 320-57200-43100	SVCS 7/20	*	93.64	
		8/15/20 22109-07	202007 320-57200-43100	SVCS 07/20	*	441.58	
		8/15/20 37767-07	202007 320-57200-43100	SVCS 07/20 CITY OF LAKE WALES	*	167.37	1,142.34 007238
9/03/20	00003	8/18/20 70969781	202008 310-51300-42000	DELIVERIES THRU 08/10/20 FEDEX	*	29.52	29.52 007239
9/03/20	00215	8/21/20 406	202008 320-57200-34000	FACILITY MGMT - 08/20	*	16,057.15	
		8/31/20 409	202008 320-57200-34000	FACILITY MGMT - 08/20 GMS-CENTRAL FLORIDA, LLC	*	4,952.06	21,009.21 007240
9/03/20	00036	9/01/20 187	202009 310-51300-34000	MGMT FEES 09/01	*	5,019.67	
		9/01/20 187	202009 310-51300-35100	COMPUTER TIME	*	83.33	
		9/01/20 187	202009 310-51300-31300	DISSEMINATION AGT SVCS	*	83.33	
		9/01/20 187	202009 310-51300-51000	OFFICE SUPPLIES	*	2.50	

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
9/01/20		187	202009 310-51300-42000					*	19.15		
			POSTAGE AND DELIVERY								
9/01/20		187	202009 310-51300-42500					*	.30		
			COPIES								
							GMS - SO FLORIDA, LLC			5,208.28	007241
9/03/20	00651	9/01/20	09012020 202009 300-22300-10000					*	1,750.00		
			REFUND-BALLROOM RENTAL								
							LEDARIUS HAGGINS			1,750.00	007242
9/11/20	00522	8/23/20	31107573 202008 320-57200-43200					*	162.99		
			SVCS 08/20								
		8/26/20	31108601 202008 320-57200-43200					*	437.51		
			POOL HEAT								
							AMERIGAS			600.50	007243
9/11/20	00062	8/31/20	57949601 202009 320-57200-41000					*	1,016.14		
			SVCS 08/30-09/29/20								
							BRIGHT HOUSE NETWORKS			1,016.14	007244
9/11/20	00502	8/03/20	1719 202008 320-57200-34501					*	18,228.00		
			SVCS 08/20								
							COMMUNITY WATCH SOLUTIONS, LLC			18,228.00	007245
9/11/20	00466	9/05/20	43524 202009 310-51300-42501					*	2,945.00		
			LA TIMES NEWSLETTER 09/20								
							CUSTOMTRADEPRINTING.COM			2,945.00	007246
9/11/20	00133	9/03/20	11779 202009 300-15500-10100					*	43,176.00		
			INS FY20-21								
							EGIS INSURANCE ADVISORS,LLC			43,176.00	007247
9/11/20	00003	9/01/20	71104572 202008 310-51300-42000					*	83.94		
			DELIVERIES THRU 08/21/20								
							FEDEX			83.94	007248
9/11/20	00215	9/08/20	410 202007 320-57200-54000					*	194.99		
			DUES & SUBSCRIPTIONS 7/20								
		9/08/20	410 202007 310-51300-42000					*	73.80		
			POSTAGE								
		9/08/20	410 202007 320-57200-49400					*	201.51		
			SPECIAL EVENTS								
		9/08/20	410 202007 320-57200-52000					*	200.14		
			OPERATING SUPPLIES								
		9/08/20	410 202007 320-57200-52005					*	141.24		
			DECORATIONS								

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
9/08/20	410	9/08/20	410	202007	600	600-53800	61000		CAP PET PLAY PARK	*	146.97		
9/08/20	410	9/08/20	410	202007	300	300-13100	10000		CAP PET PLAY PARK	*	146.97		
9/08/20	410	9/08/20	410	202007	600	600-20700	10000		CAP PET PLAY PARK	*	146.97-		
GMS-CENTRAL FLORIDA, LLC												558.37	007249
9/11/20	00067	8/14/20	200835	202008	320	320-57200	34500		SVCS 08/20	*	750.00		
THE HARTLINE ALARM COMPANY, INC.												750.00	007250
9/11/20	00233	7/23/20	91834995	202007	320	320-57200	52000		SUPPLIES	*	79.98		
		7/29/20	91836559	202007	320	320-57200	52000		SUPPLIES	*	86.04		
HD SUPPLY FACILITIES MAINTENANCE												166.02	007251
9/11/20	00059	8/03/20	29423	202009	320	320-57200	45300		SVCS 09/20	*	215.00		
		8/03/20	29424	202009	320	320-57200	45300		SVCS 09/20	*	1,250.00		
		9/03/20	29568	202009	320	320-57200	45300		REPAIRS	*	75.00		
HEARTLAND COMMERCIAL POOL SERVICES												1,540.00	007252
9/11/20	00098	7/09/20	7625176	202007	320	320-57200	52000		SUPPLIES	*	47.47		
		7/22/20	4525811	202007	320	320-57200	52000		SUPPLIES	*	95.47		
		7/24/20	2520095	202007	320	320-57200	52000		SUPPLIES	*	20.53		
		7/28/20	8611463	202007	320	320-57200	52000		SUPPLIES	*	39.80		
		7/30/20	6512637	202007	320	320-57200	52000		SUPPLIES	*	41.80		
		7/31/20	5254164	202007	320	320-57200	52000		SUPPLIES	*	14.82		
HOME DEPOT CREDIT SERVICES												259.89	007253
9/11/20	00504	8/26/20	98232	202008	320	320-57200	54500		REPAIRS	*	312.50		
KINCAID ELECTRICAL SERVICES												312.50	007254
9/11/20	00031	9/01/20	29822098	202009	320	320-57200	54000		REIMB INV#298220984	*	35.00		
LAKE ASHTON II CDD												35.00	007255
LAKA LAKE ASHTON SROSINA													

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
9/11/20	00112	9/17/20	8686	202006	320-57200-54000			MEMBERSHIP DUES LAKE WALES AREA CHAMBER OF COMMERCE	*	125.00	125.00	007256
9/11/20	00568	8/03/20	L060G0JA	202008	310-51300-48000			LEGAL AD	*	144.25		
		8/14/20	L060G0JB	202008	310-51300-48000			NOTICE OF MEETING	*	133.25		
		8/20/20	L060G0JB	202008	310-51300-48000			NOTICE OF MEETING	*	99.50		
		8/21/20	LH349799	202008	310-51300-48000			LEGAL AD THE LEDGER / NEWS CHIEF	*	270.00	647.00	007257
9/11/20	00626	9/09/20	092020	202009	300-22300-10000			BALLROOM RENTAL REFUND M. DAVID MYERS	*	1,500.00	1,500.00	007258
9/11/20	00337	9/01/20	69357	202009	320-57200-54500			RENTAL-CAMP LAKEASHTON PARTY RENTALS UNLIMITED AND PREMIER	*	215.00	215.00	007259
9/11/20	00538	9/01/20	10021	202009	320-57200-54506			MAINT 09/20 PERFORMAMCE PLUS CARTS	*	190.00	190.00	007260
9/11/20	00631	7/31/20	191657	202007	310-51300-31100			SVCS THRU 07/31/20 RAYL ENGINEERING & SURVEYING, LLC	*	8,153.30	8,153.30	007261
9/11/20	00571	7/31/20	27927	202007	320-57200-52000			SUPPLIES	*	66.49		
		8/31/20	28022	202008	320-57200-52000			SUPPLIES	*	32.45		
		9/01/20	27968	202008	320-57200-54500			JANITORIAL SVCS 08/20 SERVICEMASTER CLEAN	*	2,085.00	2,183.94	007262
9/11/20	00234	8/25/20	16306058	202008	320-57200-51000			SUPPLIES	*	12.53		
		8/25/20	16306058	202008	320-57200-52000			SUPPLIES STAPLES BUSINESS CREDIT	*	227.28	239.81	007263
9/11/20	00430	8/07/20	50114956	202008	310-51300-42502			COPIER LEASE WELLS FARGO FINANCIAL SERVICE	*	162.50	162.50	007264
TOTAL FOR BANK A										188,372.10		
LAKA LAKE ASHTON SROSINA												

**LAKE ASHTON CDD**  
**FY 2020 CASH RECEIPTS**

	October-19	November-19	December-19	January-20	February-20	March-20
ENTERTAINMENT	\$ 120,713.00	\$ 14,095.00	\$ 6,968.50	\$ 7,609.00	\$ 5,053.00	\$ 1,812.00
BALLROOM RENTAL	\$ 8,600.00	\$ 5,850.00	\$ 10,125.00	\$ 7,250.00	\$ 6,850.00	\$ 2,000.00
BALLROOM RENTAL-DEFERRED	\$ -	\$ -	\$ -	\$ 1,750.00	\$ 3,500.00	\$ 3,250.00
DAMAGE DEPOSITS	\$ 4,000.00	\$ -	\$ -	\$ 1,500.00	\$ (2,000.00)	\$ 1,000.00
NEWSLETTER INCOME	\$ 18,288.25	\$ 6,496.81	\$ 5,405.94	\$ 8,154.75	\$ 12,280.25	\$ 5,020.25
COFFEE INCOME	\$ 300.00	\$ 200.00	\$ 300.00	\$ 1,425.00	\$ 450.00	\$ 425.00
CLERICAL	\$ 120.50	\$ 533.00	\$ 136.00	\$ 143.50	\$ 35.00	\$ 232.00
SECURITY FEE	\$ 747.50	\$ 493.75	\$ 410.00	\$ 647.00	\$ 118.75	\$ 12.50
ENTRANCE GATE OPENERS	\$ 148.00	\$ 111.00	\$ 222.00	\$ 296.00	\$ 222.00	\$ 148.00
RESTAURANT LEASE	\$ 930.00	\$ 930.00	\$ 930.00	\$ 930.00	\$ 930.00	\$ 930.00
MISCELLANEOUS	\$ 50.00	\$ 150.64	\$ 359.47	\$ 8,057.60	\$ 455.00	\$ -
SALES TAX PAYABLE	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00
	\$ 153,967.25	\$ 28,930.20	\$ 24,926.91	\$ 37,832.85	\$ 27,964.00	\$ 14,899.75

	April-20	May-20	June-20	July-20	August-20	September-20
ENTERTAINMENT	\$ 17,665.67	\$ 9,046.10	\$ 1,316.00	\$ 250.00	\$ -	\$ -
BALLROOM RENTAL	\$ (1,500.00)	\$ 250.00	\$ (1,750.00)	\$ -	\$ -	\$ -
DAMAGE DEPOSITS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NEWSLETTER INCOME	\$ 5,532.25	\$ 3,300.25	\$ 6,990.25	\$ 8,132.75	\$ -	\$ -
COFFEE INCOME	\$ -	\$ -	\$ 50.00	\$ 50.00	\$ -	\$ -
CLERICAL	\$ 1,092.20	\$ 75.00	\$ 63.00	\$ 107.00	\$ -	\$ -
SECURITY FEE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ENTRANCE GATE OPENERS	\$ -	\$ -	\$ 185.00	\$ 111.00	\$ -	\$ -
INSURANCE PROCEEDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MISCELLANEOUS	\$ -	\$ 19.00	\$ 409.00	\$ 12.00	\$ -	\$ -
RESTAURANT LEASE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SALES TAX PAYABLE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 22,790.12	\$ 12,690.35	\$ 7,263.25	\$ 13,662.75	\$ -	\$ -

FISCAL YEAR 2020 TOTAL	
ENTERTAINMENT FEES	\$ 184,528.27
BALLROOM RENTAL	\$ 37,675.00
DAMAGE DEPOSITS	\$ 4,500.00
NEWSLETTER INCOME	\$ 79,601.75
COFFEE INCOME	\$ 3,200.00
CLERICAL	\$ 2,537.20
SECURITY FEE	\$ 2,429.50
ENTRANCE GATE OPENERS	\$ 1,443.00
MISCELLANEOUS	\$ 9,512.71
RESTAURANT LEASE	\$ 5,580.00
SALES TAX PAYABLE	\$ 420.00
	\$ 344,927.43

**LAKE ASHTON CDD**  
JULY 2020 CASH RECEIPTS

**ENTERTAINMENT**

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
7/17/20	CK 06854803	Edward Jones - Simpson	\$ 250.00	Sponsorship - Camp Lake Ashton
<b>TOTAL</b>			<b>\$ 250.00</b>	

**RENTALS**

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
7/8/20	1039	Fullington	\$ 1,500.00	Fullington Wedding - 6-19-2021
7/15/20	1040	Schick	\$ 1,750.00	Schick Wedding - 1-9-2021
7/17/20	Cash	Gutierrez	\$ 1,750.00	Oralia Gutierrez Quinceanera 2-26-2022
<b>TOTAL</b>			<b>\$ 5,000.00</b>	

**NEWSLETTER**

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
7/23/20	1042	Florida Best Hearing	\$ 200.00	LAT Insert - August
7/23/20	1042	Cool Screens of Florida	\$ 200.00	LAT Insert - August
7/24/20	1043	Art's Golf Carts	\$ 360.00	LAT Ad - August
7/24/20	1043	Blackburn's Interiors	\$ 400.00	LAT Ad - August
7/24/20	1043	Dan's City Fan's	\$ 185.00	LAT AD - August
7/24/20	1043	Family Elder Law	\$ 350.00	LAT Ad - August
7/24/20	1043	Morgan Stanley - Grubb	\$ 160.00	LAT Ad - August
7/24/20	1043	Performance Plus Carts	\$ 360.00	LAT Ad - August
7/24/20	1043	Robinson's Aluminum	\$ 175.25	LAT Ad - August
7/24/20	1043	Turner Furniture	\$ 3,240.00	LAT Ad - August 2020 - April 2021
7/24/20	1043	Weaver Law	\$ 360.00	LAT Ad - August
7/27/20	1044	Schmidt	\$ 1,092.50	LAT Ad - August - Dec
7/31/20	1045	Florida Dermatology	\$ 350.00	LAT Ad - August
7/31/20	CK 51336	United Refrigeration	\$ 300.00	LAT Ad & Insert - August Issue
7/31/20	CK 98	Veteran's Holistic Care	\$ 200.00	LAT Insert - August
7/31/20	CK 06875246	Edward Jones - Matt Simson	\$ 200.00	LAT Insert - August
<b>TOTAL</b>			<b>\$ 8,132.75</b>	

**CLERICAL**

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
7/16/20	1041	Barbieri	\$ 30.00	Renter ID's
7/17/20	Cash	Rutherford	\$ 17.00	LAT Delivery - Aug - Dec
7/17/20	Cash	Cash	\$ 10.00	Faxes and Copies
7/31/20	Cash	Niemann	\$ 6.00	LAT Delivery - Aug & Sept
7/31/20	Cash	Hullender	\$ 10.00	Replacement ID
7/31/20	Cash	Custen	\$ 9.00	Postage
7/17/20	Cash	Cash	\$ 25.00	Faxes and Copies
<b>TOTAL</b>			<b>\$ 107.00</b>	

**COFFEE**

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
7/17/20	CK 06865623	Edward Jones - Simpson	\$ 50.00	Monday Coffee - August 10, 2020
<b>TOTAL</b>			<b>\$ 50.00</b>	

**ENTRANCE GATE OPENERS**

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
7/17/20	Cash	Richards	\$ 37.00	Gate Opener # 40033
7/17/20	Cash	Melbin	\$ 37.00	Gate Opener # 40034
7/17/20	CK 1550	Grabb	\$ 37.00	Gate Opener # 40032
<b>TOTAL</b>			<b>\$ 111.00</b>	

**MISCELLANEOUS**

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
7/17/20	Cash	Debnar	\$ 12.00	Hand Sanitizer
<b>TOTAL</b>			<b>\$ 12.00</b>	

<b>TOTAL CASH RECEIPTS - JULY 2020</b>	<b>\$ 13,662.75</b>
----------------------------------------	---------------------

SUMMARY	
ENTERTAINMENT	\$ 250.00
ROOM RENTALS-DEFERRED	\$ 5,000.00
NEWSLETTER	\$ 8,132.75
CLERICAL	\$ 107.00
COFFEE	\$ 50.00
ENTRANCE GATE OPENER	\$ 111.00
MISCELLANEOUS	\$ 12.00
<b>TOTAL</b>	<b>\$ 13,662.75</b>

# Lake Ashton CDD

## Special Assessment Receipts

Fiscal Year Ending September 30, 2020

Date Received	Collection Period	O&M Receipts	O&M Interest	Debt Svc Receipts	Debt Svc Interest	O&M	Debt	Commissions Paid	Net Amount Received	\$1,848,750.01	\$444,384.65	\$51,674.31	\$496,058.96
						Discounts/ Penalties	Discounts/ Penalties			General Fund 100.00%	2015-1 Debt Svc Fund 89.583%	2015-2 Debt Svc Fund 10.417%	Debt Total 100%
11/14/19	10/01/19-10/31/19	\$ 1,875.00	\$ -	\$ 977.74	\$ -	\$ 75.00	\$ 39.11	\$ 54.77	\$ 2,683.86	\$ 1,756.81	\$ 830.47	\$ 96.57	\$ 927.04
11/18/19	06/01/19-10/15/19	\$ 27,879.15	\$ -	\$ 8,270.64	\$ -	\$ 1,417.82	\$ 415.52	\$ 686.33	\$ 33,630.12	\$ 25,920.20	\$ 6,906.78	\$ 803.14	\$ 7,709.92
11/22/19	11/01/19-11/06/19	\$ 41,250.00	\$ -	\$ 10,348.18	\$ -	\$ 1,650.00	\$ 413.93	\$ 990.70	\$ 48,543.56	\$ 38,818.89	\$ 8,711.65	\$ 1,013.02	\$ 9,724.66
11/29/19	11/07/19-11/15/19	\$ 423,750.00	\$ -	\$ 101,462.64	\$ -	\$ 16,950.00	\$ 4,058.39	\$ 10,084.10	\$ 494,120.16	\$ 398,849.26	\$ 85,346.56	\$ 9,924.34	\$ 95,270.90
12/06/19	11/16/19-11/24/19	\$ 500,625.00	\$ -	\$ 123,833.01	\$ -	\$ 20,025.00	\$ 4,953.15	\$ 11,989.60	\$ 587,490.26	\$ 471,146.88	\$ 104,223.93	\$ 12,119.45	\$ 116,343.39
12/13/19	11/25/19-11/30/19	\$ 648,750.00	\$ -	\$ 191,369.10	\$ -	\$ 25,950.00	\$ 7,654.48	\$ 16,130.29	\$ 790,384.33	\$ 610,082.17	\$ 161,520.14	\$ 18,782.02	\$ 180,302.16
01/14/20	12/01/19-12/31/19	\$ 111,463.77	\$ -	\$ 35,749.74	\$ -	\$ 3,432.33	\$ 1,090.96	\$ 2,853.80	\$ 139,836.42	\$ 105,781.38	\$ 30,507.54	\$ 3,547.50	\$ 34,055.04
01/31/20	INTEREST	\$ -	\$ 940.76	\$ -	\$ 252.55	\$ -	\$ -	\$ -	\$ 1,193.31	\$ 940.76	\$ 226.24	\$ 26.31	\$ 252.55
02/14/20	01/01/20-01/31/20	\$ 29,093.59	\$ -	\$ 8,662.22	\$ -	\$ 577.13	\$ 169.38	\$ 740.19	\$ 36,269.11	\$ 27,932.86	\$ 7,467.86	\$ 868.38	\$ 8,336.25
03/13/20	02/01/20-02/29/20	\$ 20,213.64	\$ -	\$ 3,435.01	\$ -	\$ 187.50	\$ 28.38	\$ 468.65	\$ 22,964.12	\$ 19,656.64	\$ 2,962.95	\$ 344.54	\$ 3,307.49
04/15/20	03/01/20-03/31/20	\$ 24,123.68	\$ -	\$ 6,323.09	\$ -	\$ -	\$ -	\$ 608.93	\$ 29,837.84	\$ 23,643.58	\$ 5,549.01	\$ 645.26	\$ 6,194.27
04/30/20	INTEREST	\$ -	\$ 61.97	\$ -	\$ 15.55	\$ -	\$ -	\$ -	\$ 77.52	\$ 61.97	\$ 13.93	\$ 1.62	\$ 15.55
05/15/20	04/01/20-04/30/20	\$ 6,601.18	\$ -	\$ 1,046.82	\$ -	\$ (56.25)	\$ (22.97)	\$ 154.55	\$ 7,572.67	\$ 6,535.57	\$ 929.06	\$ 108.03	\$ 1,037.09
06/15/20	05/01/20-05/31/20	\$ 3,750.00	\$ -	\$ 765.82	\$ -	\$ (112.50)	\$ (22.97)	\$ 93.03	\$ 4,558.26	\$ 3,789.15	\$ 688.99	\$ 80.12	\$ 769.11
07/08/20	06/15/20-06/15/20	\$ 7,500.00	\$ -	\$ 3,049.12	\$ -	\$ (337.49)	\$ (137.21)	\$ 220.48	\$ 10,803.34	\$ 7,663.66	\$ 2,812.63	\$ 327.06	\$ 3,139.69
07/15/20	06/01/20-06/30/20	\$ 1,875.00	\$ -	\$ 765.82	\$ -	\$ (112.49)	\$ (45.95)	\$ 55.99	\$ 2,743.27	\$ 1,943.35	\$ 716.60	\$ 83.33	\$ 799.93
07/31/20	INTEREST	\$ -	\$ 12.27	\$ -	\$ 3.38	\$ -	\$ -	\$ -	\$ 15.65	\$ 12.27	\$ 3.03	\$ 0.35	\$ 3.38
		\$ 1,848,750.01	\$ 1,015.00	\$ 496,058.95	\$ 271.48	\$ 69,646.05	\$ 18,594.20	\$ 45,131.38	\$ 2,212,723.81	\$ 1,744,535.40	\$ 419,417.36	\$ 48,771.04	\$ 468,188.40
BALANCE REMAINING		\$0.00		\$0.01									

<b>Gross Percent Collected</b>	<b>100.00%</b>
<b>Balance Due</b>	<b>\$0.01</b>

# SECTION B

# LAKE ASHTON

## COMMUNITY DEVELOPMENT DISTRICT

### COMBINED BALANCE SHEET

July 31, 2020

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Reserve	
<b>ASSETS:</b>				
Cash-Wells Fargo	\$80,870	---	\$19,969	\$100,838
Due from Other Funds	\$4,636	\$20,530	---	\$25,167
Investment - State Board	\$348,728	---	---	\$348,728
Investment - State Board Capital Reserve	---	---	\$705,776	\$705,776
Investments:				
<i>Series 2015</i>				
Reserve A	---	\$226,813	---	\$226,813
Interest A	---	\$1,744	---	\$1,744
Revenue A	---	\$104,150	---	\$104,150
Prepayment A-1	---	\$34,771	---	\$34,771
Prepayment A-2	---	\$6,508	---	\$6,508
Prepaid Expenses	\$616	---	---	\$616
	<b>TOTAL ASSETS</b>			
	\$434,850	\$394,515	\$725,744	\$1,555,109
<b>LIABILITIES:</b>				
Accounts Payable	\$58,869	---	\$26,764	\$85,634
Due to Other Funds	\$11,959	\$8,571	\$4,636	\$25,167
Deposits-Restaurant	\$3,000	---	---	\$3,000
Deposits-Room Rentals	\$4,975	---	---	\$4,975
Deferred Revenue	\$22,750	---	---	\$22,750
	<b>TOTAL LIABILITIES</b>			
	\$101,553	\$8,571	\$31,401	\$141,525
<b>FUND BALANCES:</b>				
Restricted:				
Debt Service	---	\$385,944	---	\$385,944
Assigned:				
Capital Reserve	---	---	\$694,344	\$694,344
Assigned	\$164,826	---	---	\$164,826
Unassigned	\$167,855	---	---	\$167,855
	<b>TOTAL FUND BALANCES</b>			
	\$333,296	\$385,944	\$694,344	\$1,413,584
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	\$434,850	\$394,515	\$725,744	\$1,555,109

**LAKE ASHTON**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the Period Ended July 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 07/31/20	ACTUAL THRU 07/31/20	VARIANCE
<b><u>REVENUES:</u></b>				
Special Assessments - Levy <sup>(1)</sup>	\$1,719,338	\$1,719,338	\$1,744,535	\$25,197
Rental Income	\$50,000	\$41,667	\$37,675	(\$3,992)
Special Events Revenue	\$130,000	\$130,000	\$184,528	\$54,528
Newsletter Ad Revenue	\$70,000	\$58,333	\$79,602	\$21,268
Interest Income	\$1,000	\$833	\$5,750	\$4,916
Contributions	\$0	\$0	\$8,409	\$8,409
Miscellaneous Income	\$5,000	\$4,167	\$10,892	\$6,725
Restaurant Lease	\$12,000	\$10,000	\$5,580	(\$4,420)
<b>TOTAL REVENUES</b>	<b>\$1,987,338</b>	<b>\$1,964,338</b>	<b>\$2,076,971</b>	<b>\$112,633</b>
<b><u>EXPENDITURES:</u></b>				
<b><u>ADMINISTRATIVE:</u></b>				
Supervisor Fees	\$3,000	\$2,500	\$3,750	(\$1,250)
FICA Expense	\$230	\$191	\$287	(\$96)
Engineering	\$20,000	\$16,667	\$90,662	(\$73,995)
Arbitrage	\$600	\$600	\$600	\$0
Dissemination	\$1,000	\$833	\$1,433	(\$600)
Attorney	\$25,000	\$20,833	\$51,247	(\$30,414)
Attorney-Golf Course	\$25,000	\$25,000	\$30,632	(\$5,632)
Annual Audit	\$4,223	\$4,223	\$4,300	(\$77)
Trustee Fees	\$4,310	\$4,310	\$4,310	\$0
Management Fees	\$60,236	\$50,197	\$50,197	\$0
Computer Time	\$1,000	\$833	\$833	\$0
Postage	\$3,200	\$2,667	\$2,251	\$416
Printing & Binding	\$2,000	\$1,667	\$686	\$980
Newsletter Printing	\$35,000	\$29,167	\$31,529	(\$2,362)
Rentals & Leases	\$6,500	\$5,417	\$3,414	\$2,003
Insurance	\$40,411	\$40,411	\$38,956	\$1,455
Legal Advertising	\$1,200	\$1,000	\$1,094	(\$94)
Other Current Charges	\$1,250	\$1,042	\$968	\$74
Contingency-Golf Course	\$15,000	\$12,500	\$136,150	(\$123,650)
Property Taxes	\$13,500	\$13,500	\$13,325	\$175
Office Supplies	\$125	\$104	\$22	\$83
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
<b>TOTAL ADMINISTRATIVE</b>	<b>\$262,960</b>	<b>\$233,836</b>	<b>\$466,821</b>	<b>(\$232,985)</b>

**LAKE ASHTON**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the Period Ended July 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 07/31/20	ACTUAL THRU 07/31/20	VARIANCE
<b>Field:</b>				
Field Management Services	\$341,960	\$284,967	\$274,611	\$10,356
Gate Attendants	\$195,565	\$162,971	\$179,041	(\$16,070)
Pool Attendants	\$0	\$0	\$6,646	(\$6,646)
Pest Control	\$1,800	\$1,500	\$10,882	(\$9,382)
Security/Fire Alarm/Gate Repairs	\$7,500	\$6,250	\$9,337	(\$3,087)
Telephone/Internet	\$13,600	\$11,333	\$10,599	\$734
Electric	\$216,000	\$180,000	\$159,267	\$20,733
Water	\$15,000	\$12,500	\$18,394	(\$5,894)
Gas	\$22,000	\$18,333	\$12,570	\$5,763
Refuse	\$10,500	\$8,750	\$9,085	(\$335)
Clubhouse Maintenance	\$110,000	\$91,667	\$113,874	(\$22,208)
Stormwater Preventive Maintenance	\$15,000	\$12,500	\$0	\$12,500
Golf Cart Preventative Maintenance	\$1,140	\$950	\$1,330	(\$380)
Pool and Fountain Maintenance	\$20,000	\$16,667	\$20,695	(\$4,028)
Landscape Maintenance	\$164,007	\$136,673	\$141,932	(\$5,260)
Plant Replacement	\$7,000	\$5,833	\$441	\$5,392
Irrigation Repairs	\$3,500	\$2,917	\$1,634	\$1,283
Lake Maintenance	\$18,540	\$15,450	\$29,860	(\$14,410)
Wetland Mitigation and Maintenance	\$34,800	\$29,000	\$10,100	\$18,900
Permits/Inspections	\$1,500	\$1,250	\$600	\$650
Office Supplies/Printing/Binding	\$7,000	\$5,833	\$2,697	\$3,136
Operating Supplies	\$23,000	\$19,167	\$18,340	\$827
Credit Card Processing Fees	\$4,000	\$3,333	\$3,291	\$42
Dues & Subscriptions	\$8,500	\$7,083	\$9,129	(\$2,045)
Decorations	\$2,000	\$1,667	\$1,060	\$607
Special Events	\$130,000	\$130,000	\$143,607	(\$13,607)
Water Damage Repairs	\$0	\$0	\$16,490	(\$16,490)
Traffic Accident Damage	\$0	\$0	\$0	\$0
<b>TOTAL FIELD</b>	<b>\$1,373,912</b>	<b>\$1,166,594</b>	<b>\$1,205,512</b>	<b>(\$38,919)</b>
<b>TOTAL EXPENDITURES</b>	<b>\$1,636,872</b>	<b>\$1,400,430</b>	<b>\$1,672,333</b>	<b>(\$271,903)</b>
Excess (deficiency) of revenues over (under) expenditures	<b>\$350,466</b>	<b>\$563,908</b>	<b>\$404,637</b>	<b>(\$159,271)</b>
<b>OTHER FINANCING SOURCES/(USES)</b>				
Capital Reserve-Transfer Out	(\$515,291)	(\$515,291)	(\$515,291)	\$0
<b>TOTAL OTHER FINANCING SOURCES/(USES)</b>	<b>(\$515,291)</b>	<b>(\$515,291)</b>	<b>(\$515,291)</b>	<b>\$0</b>
<b>Net change in fund balance</b>	<b>(\$164,825)</b>	<b>\$48,617</b>	<b>(\$110,654)</b>	<b>(\$159,271)</b>
FUND BALANCE - Beginning	\$164,826		\$443,950	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$333,296</u>	

<sup>(1)</sup> Assessments are shown net of Discounts and Collection Fees.

# LAKE ASHTON

## COMMUNITY DEVELOPMENT DISTRICT CAPITAL PROJECTS RESERVE FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the Period Ended July 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 07/31/20	ACTUAL THRU 07/31/20	VARIANCE
<b>REVENUES:</b>				
Interest Income	\$100	\$83	\$3,566	\$3,483
Capital Reserve-Transfer In FY 20	\$515,291	\$515,291	\$515,291	\$0
<b>TOTAL REVENUES</b>	<b>\$515,391</b>	<b>\$515,374</b>	<b>\$518,857</b>	<b>\$3,483</b>
<b>EXPENDITURES:</b>				
Capital Projects:				
Capital Reserves-FY20	\$4,700	\$3,917	\$868	\$3,049
Restaurant Equipment Allowance	\$15,000	\$12,500	\$12,057	\$443
Stormwater Management	\$0	\$0	\$29,805	(\$29,805)
Pet Park	\$0	\$0	\$9,909	(\$9,909)
Guardhouse Exterior Painting	\$0	\$0	\$2,085	(\$2,085)
Flooring Replacement	\$0	\$0	\$50,477	(\$50,477)
Partitions	\$0	\$0	\$1,017	(\$1,017)
Furniture	\$0	\$0	\$3,000	(\$3,000)
HVAC	\$0	\$0	\$659	(\$659)
Other Current Charges	\$500	\$417	\$478	(\$62)
<b>TOTAL EXPENDITURES</b>	<b>\$20,200</b>	<b>\$16,833</b>	<b>\$110,356</b>	<b>(\$93,523)</b>
Excess (deficiency) of revenues over (under) expenditures	<b>\$495,191</b>	<b>\$498,541</b>	<b>\$408,501</b>	<b>(\$90,040)</b>
Net change in fund balance	\$495,191	\$498,541	\$408,501	(\$90,040)
FUND BALANCE - Beginning	\$173,239		\$285,842	
FUND BALANCE - Ending	<u>\$668,430</u>		<u>\$694,344</u>	

**LAKE ASHTON**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**SERIES 2015**

**DEBT SERVICE FUND**

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the Period Ended July 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 07/31/20	ACTUAL THRU 07/31/20	VARIANCE
<b>REVENUES:</b>				
Interest Income	\$0	\$0	\$242	\$242
Assessments - Levy	\$470,241	\$470,241	\$468,188	(\$2,053)
Assessments - Prepayments A-1	\$0	\$0	\$95,019	\$95,019
Assessments - Direct	\$0	\$0	\$1,741	\$1,741
<b>TOTAL REVENUES</b>	<b>\$470,241</b>	<b>\$470,241</b>	<b>\$565,191</b>	<b>\$94,950</b>
<b>EXPENDITURES:</b>				
<b>Series 2015A-1</b>				
Interest - 11/01	\$98,125	\$98,125	\$98,125	\$0
Interest - 5/01	\$98,125	\$98,125	\$96,375	\$1,750
Principal - 5/01	\$220,000	\$220,000	\$215,000	\$5,000
Special Call - 11/01	\$10,000	\$10,000	\$70,000	(\$60,000)
Special Call - 05/01	\$0	\$0	\$85,000	(\$85,000)
<b>Series 2015A-2</b>				
Interest - 11/01	\$13,750	\$13,750	\$13,750	\$0
Interest - 5/01	\$13,750	\$13,750	\$13,250	\$500
Principal - 5/01	\$20,000	\$20,000	\$20,000	\$0
Special Call - 11/01	\$0	\$0	\$20,000	(\$20,000)
<b>TOTAL EXPENDITURES</b>	<b>\$473,750</b>	<b>\$473,750</b>	<b>\$631,500</b>	<b>(\$157,750)</b>
Excess (deficiency) of revenues over (under) expenditures	<b>(\$3,509)</b>	<b>(\$3,509)</b>	<b>(\$66,309)</b>	<b>(\$62,800)</b>
Net change in fund balance	<b>(\$3,509)</b>	<b>(\$3,509)</b>	<b>(\$66,309)</b>	<b>(\$62,800)</b>
FUND BALANCE - Beginning	\$137,638		\$452,253	
FUND BALANCE - Ending	<u>\$134,129</u>		<u>\$385,944</u>	

**LAKE ASHTON  
COMMUNITY DEVELOPMENT DISTRICT  
Long Term Debt Report  
FY 2020**

<b>Series 2015-1, Special Assessment Bonds</b>		
Interest Rate:	5.000%	
Maturity Date:	5/1/25	\$1,425,000.00
Interest Rate:	5.000%	
Maturity Date:	5/1/32	\$2,500,000.00
Reserve Requirement:	50% Maximum Annual Debt Service	
Bonds outstanding - 9/30/2019		\$3,925,000.00
	November 1, 2019 (Special Call)	(\$70,000.00)
	May 1, 2020 (Mandatory)	(\$215,000.00)
	May 1, 2020 (Special Call)	(\$85,000.00)
<b>Current Bonds Outstanding</b>		<b>\$3,555,000.00</b>

<b>Series 2015-2, Special Assessment Bonds</b>		
Interest Rate:	5.000%	
Maturity Date:	5/1/25	\$115,000.00
Interest Rate:	5.000%	
Maturity Date:	5/1/37	\$435,000.00
Reserve Requirement:	50% Maximum Annual Debt Service	
Bonds outstanding - 9/30/2019		\$550,000.00
	November 1, 2019 (Special Call)	(\$20,000.00)
	May 1, 2020 (Mandatory)	(\$20,000.00)
<b>Current Bonds Outstanding</b>		<b>\$510,000.00</b>

<b>Total Current Bonds Outstanding</b>	<b>\$4,065,000.00</b>
----------------------------------------	-----------------------

**LAKE ASHTON**  
**COMMUNITY DEVELOPMENT DISTRICT**

General Fund  
Statement of Revenues and Expenditures (Month by Month)  
FY 2020

	OCT 2019	NOV 2019	DEC 2019	JAN 2020	FEB 2020	MAR 2020	APR 2020	MAY 2020	JUN 2020	JUL 2020	AUG 2020	SEP 2020	TOTAL
<i>Revenues</i>													
Maintenance Assessments	\$0	\$1,546,574	\$106,722	\$0	\$27,933	\$43,362	\$6,536	\$3,789	\$9,619	\$0	\$0	\$0	\$1,744,535
Rental Income	\$8,600	\$5,850	\$10,125	\$7,250	\$6,850	\$2,000	(\$1,500)	\$250	(\$1,750)	\$0	\$0	\$0	\$37,675
Special Events Revenue	\$120,713	\$14,095	\$6,969	\$7,609	\$5,053	\$1,812	\$17,666	\$9,046	\$1,316	\$250	\$0	\$0	\$184,528
Newsletter Ad Revenue	\$18,288	\$6,497	\$5,406	\$8,155	\$12,280	\$5,020	\$5,532	\$3,300	\$6,990	\$8,133	\$0	\$0	\$79,602
Interest Income	\$448	\$353	\$286	\$284	\$953	\$1,568	\$967	\$491	\$248	\$152	\$0	\$0	\$5,750
Contributions	\$0	\$0	\$0	\$8,000	\$0	\$0	\$0	\$0	\$409	\$0	\$0	\$0	\$8,409
Miscellaneous Income	\$1,371	\$1,490	\$1,427	\$2,673	\$1,349	\$818	\$1,092	\$94	\$298	\$280	\$0	\$0	\$10,892
Restaurant Lease	\$930	\$930	\$930	\$930	\$930	\$930	\$0	\$0	\$0	\$0	\$0	\$0	\$5,580
<b>Total Revenues</b>	<b>\$150,351</b>	<b>\$1,575,789</b>	<b>\$131,865</b>	<b>\$34,900</b>	<b>\$55,348</b>	<b>\$55,510</b>	<b>\$30,292</b>	<b>\$16,970</b>	<b>\$17,131</b>	<b>\$8,815</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,076,971</b>
<u>ADMINISTRATIVE:</u>													
Supervisor Fees	\$650	\$900	\$200	\$400	\$200	\$200	\$400	\$200	\$400	\$200	\$0	\$0	\$3,750
FICA Expense	\$50	\$69	\$15	\$31	\$15	\$15	\$31	\$15	\$31	\$15	\$0	\$0	\$287
Engineering	\$11,853	\$9,265	\$960	\$4,776	\$13,207	\$16,492	\$12,864	\$3,513	\$9,489	\$8,243	\$0	\$0	\$90,662
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$0	\$0	\$600
Dissemination	\$83	\$83	\$83	\$83	\$433	\$83	\$83	\$333	\$83	\$83	\$0	\$0	\$1,433
Attorney	\$3,770	\$2,597	\$3,609	\$4,275	\$7,233	\$11,219	\$5,833	\$3,970	\$5,606	\$3,134	\$0	\$0	\$51,247
Attorney-Golf Course	\$3,306	\$13,776	\$8,086	\$1,087	\$506	\$632	\$2,453	\$788	\$0	\$0	\$0	\$0	\$30,632
Annual Audit	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$3,800	\$0	\$0	\$0	\$0	\$4,300
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$4,310	\$0	\$0	\$0	\$0	\$0	\$4,310
Management Fees	\$5,020	\$5,020	\$5,020	\$5,020	\$5,020	\$5,020	\$5,020	\$5,020	\$5,020	\$5,020	\$0	\$0	\$50,197
Computer Time	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$833
Travel & Per Diem	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$134	\$327	\$143	\$528	\$286	\$257	\$138	\$131	\$130	\$178	\$0	\$0	\$2,251
Printing & Binding	\$55	\$140	\$99	\$48	\$30	\$85	\$152	\$24	\$46	\$8	\$0	\$0	\$686
Newsletter Printing	\$4,204	\$3,707	\$3,892	\$3,748	\$3,748	\$6,363	\$0	\$179	\$2,778	\$2,910	\$0	\$0	\$31,529
Rentals & Leases	\$163	\$163	\$1,075	\$163	\$0	\$964	\$163	\$163	\$401	\$163	\$0	\$0	\$3,414
Insurance	\$37,794	\$0	\$0	\$0	\$0	\$1,162	\$0	\$0	\$0	\$0	\$0	\$0	\$38,956
Legal Advertising	\$0	\$132	\$0	\$73	\$224	\$316	\$127	\$0	\$0	\$224	\$0	\$0	\$1,094
Other Current Charges	\$142	\$106	\$99	(\$7)	\$0	\$66	\$109	\$147	\$182	\$124	\$0	\$0	\$968
Contingency-Golf Course	\$0	\$2,250	\$115,000	\$18,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$136,150
Property Taxes	\$0	\$13,325	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,325
Office Supplies	\$3	\$12	\$0	\$0	\$0	\$6	\$0	\$0	\$0	\$0	\$0	\$0	\$22
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<b>Total Administrative</b>	<b>\$67,984</b>	<b>\$51,954</b>	<b>\$138,364</b>	<b>\$39,208</b>	<b>\$30,986</b>	<b>\$42,963</b>	<b>\$31,765</b>	<b>\$18,365</b>	<b>\$24,248</b>	<b>\$20,985</b>	<b>\$0</b>	<b>\$0</b>	<b>\$466,821</b>

**LAKE ASHTON**  
**COMMUNITY DEVELOPMENT DISTRICT**

General Fund  
Statement of Revenues and Expenditures (Month by Month)  
FY 2020

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
	2019	2019	2019	2020	2020	2020	2020	2020	2020	2020	2020	2020	
<b>Field:</b>													
Field Management Services	\$24,450	\$33,484	\$26,059	\$25,470	\$25,915	\$26,224	\$25,194	\$39,667	\$25,908	\$22,241	\$0	\$0	\$274,611
Gate Attendants	\$18,043	\$17,220	\$18,027	\$17,976	\$16,794	\$18,618	\$17,722	\$18,501	\$17,640	\$18,501	\$0	\$0	\$179,041
Pool Attendants	\$0	\$0	\$459	\$1,033	\$425	\$980	\$977	\$0	\$1,393	\$1,379	\$0	\$0	\$6,646
Pest Control	\$593	\$9,150	\$0	\$300	\$390	\$0	\$195	\$60	\$195	\$0	\$0	\$0	\$10,882
Security/Fire Alarm/Gate Repairs	\$928	\$2,100	\$988	\$130	\$195	\$2,204	\$0	\$195	\$557	\$2,039	\$0	\$0	\$9,337
Telephone/Internet	\$1,137	\$1,046	\$1,063	\$1,049	\$1,052	\$1,052	\$1,052	\$1,051	\$1,066	\$1,030	\$0	\$0	\$10,599
Electric	\$18,124	\$16,727	\$16,226	\$15,494	\$16,304	\$16,179	\$15,689	\$14,790	\$14,625	\$15,110	\$0	\$0	\$159,267
Water	\$1,775	\$1,840	\$1,930	\$0	\$4,693	\$2,357	\$1,254	\$1,315	\$1,864	\$1,368	\$0	\$0	\$18,394
Gas	\$934	\$1,999	\$2,854	\$2,324	\$2,058	\$1,359	\$0	\$757	\$284	\$0	\$0	\$0	\$12,570
Refuse	\$1,063	\$1,015	\$1,018	\$1,018	\$1,015	\$399	\$1,606	\$399	\$1,527	\$26	\$0	\$0	\$9,085
Clubhouse Maintenance	\$9,041	\$10,792	\$6,562	\$8,034	\$12,397	\$9,597	\$6,074	\$6,953	\$37,906	\$6,519	\$0	\$0	\$113,874
Stormwater Preventive Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Golf Cart Preventative Maintenance	\$0	\$0	\$0	\$190	\$190	\$190	\$190	\$190	\$190	\$190	\$0	\$0	\$1,330
Pool and Fountain Maintenance	\$2,045	\$1,496	\$1,514	\$2,245	\$5,595	\$1,465	\$1,465	\$1,815	\$1,465	\$1,590	\$0	\$0	\$20,695
Landscape Maintenance	\$13,667	\$13,109	\$13,109	\$13,464	\$13,109	\$13,109	\$15,442	\$15,442	\$15,442	\$16,042	\$0	\$0	\$141,932
Plant Replacement	\$0	\$0	\$0	\$220	\$86	\$0	\$135	\$0	\$0	\$0	\$0	\$0	\$441
Irrigation Repairs	\$0	\$209	\$1,164	\$0	\$0	\$0	\$0	\$260	\$0	\$0	\$0	\$0	\$1,634
Lake Maintenance	\$1,545	\$1,545	\$1,545	\$5,750	\$3,895	\$3,895	\$3,895	\$3,895	\$3,895	\$0	\$0	\$0	\$29,860
Wetland Mitigation and Maintenance	\$0	\$0	\$10,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,100
Permits/Inspections	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$0	\$0	\$0	\$0	\$0	\$600
Office Supplies/Printing/Binding	\$955	\$295	\$478	\$240	\$314	\$185	\$0	\$0	\$136	\$95	\$0	\$0	\$2,697
Operating Supplies	\$1,352	\$1,881	\$1,152	\$2,157	\$1,181	\$2,374	\$4,188	\$863	\$1,493	\$1,699	\$0	\$0	\$18,340
Credit Card Processing Fees	\$327	\$1,617	\$215	\$235	\$337	\$181	\$135	(\$42)	\$156	\$130	\$0	\$0	\$3,291
Dues & Subscriptions	\$511	\$570	\$304	\$1,509	\$244	\$0	\$3,753	\$357	\$887	\$994	\$0	\$0	\$9,129
Decorations	\$0	\$0	\$200	\$0	\$0	\$0	\$0	\$432	\$286	\$141	\$0	\$0	\$1,060
Special Events	\$18,545	\$5,177	\$9,678	\$27,991	\$19,654	\$34,704	\$18,272	\$14,963	\$312	(\$5,688)	\$0	\$0	\$143,607
Water Damage Repairs	\$16,490	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,490
<b>TOTAL FIELD</b>	<b>\$131,524</b>	<b>\$121,272</b>	<b>\$114,642</b>	<b>\$126,828</b>	<b>\$125,844</b>	<b>\$135,070</b>	<b>\$117,837</b>	<b>\$121,863</b>	<b>\$127,228</b>	<b>\$83,405</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,205,512</b>
<b>OTHER FINANCING SOURCES/(USES)</b>													
Capital Reserve-Transfer Out	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$515,291)	\$0	\$0	\$0	\$0	(\$515,291)
<b>TOTAL OTHER FINANCING SOURCES/(USES)</b>	<b>\$0</b>	<b>(\$515,291)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$515,291)</b>						
<b>Subtotal Operating Expenses</b>	<b>\$199,507</b>	<b>\$173,226</b>	<b>\$253,006</b>	<b>\$166,035</b>	<b>\$156,830</b>	<b>\$178,033</b>	<b>\$149,602</b>	<b>\$655,519</b>	<b>\$151,476</b>	<b>\$104,390</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,187,624</b>
Excess Revenues (Expenditures)	(\$49,156)	\$1,402,563	(\$121,141)	(\$131,136)	(\$101,482)	(\$122,523)	(\$119,310)	(\$638,549)	(\$134,345)	(\$95,575)	\$0	\$0	(\$110,654)

# Audit Committee Meeting

# SECTION III

# SECTION A

**LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Year 2020**  
City of Lake Wales, Polk County, Florida

**INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than Friday, October 9, 2020 at 5:00 p.m., at the offices of Governmental Management Services – Central Florida, LLC, Attn: Jill Burns, District Manager, 219 East Livingston Street, Orlando, Florida 32801. Proposals will be publicly opened at that time.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified, and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit one (1) original hard copy and one (1) electronic copy of the Proposal Documents, and other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title “**Auditing Services – Lake Ashton Community Development District**” on the face of it.

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include résumés for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including résumés with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal for Fiscal Year 2020, plus the lump sum cost of four (4) annual renewals.
- E. Provide a proposed schedule for performance of the audit.

**SECTION 13. PROTESTS.** In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.



# SECTION B

## **LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Lake Ashton Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2020, with an option for four (4) additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in the City of Lake Wales, Polk County, Florida. The District currently has an operating budget of approximately \$2,152,163. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2020, be completed no later than June 1, 2021.

Each auditing entity submitting a proposal must be authorized to do business in Florida; hold all applicable state and federal professional licenses in good standing, including but not limited to a license under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards", as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida law and particularly section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) original hard copy and one (1) electronic copy of their proposal to Governmental Management Services – Central Florida, LLC, Attn: Jill Burns, District Manager, 219 East Livingston Street, Orlando, Florida 32801, in an envelope marked on the outside "**Auditing Services – Lake Ashton Community Development District.**" Proposals must be received by 5:00 p.m. on Friday, October 9, 2020, at the office address listed above. Proposals received after this time will not be eligible for consideration. Please direct all questions regarding this Notice to the District Manager who can be reached at (407) 841-5524.

Jill Burns, District Manager  
Governmental Management Services – Central Florida, LLC

Run date: September 18, 2020