

*Lake Ashton
Community Development District*

Meeting Agenda

September 20, 2021

AGENDA

Lake Ashton

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

September 13, 2021

**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 20 2021, at 9:30 AM** at the **Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lake Wales, FL 33859.**

Members of the public may attend the meeting in person or 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, or by telephone by calling **(407) 841-5524**, up until **2:00 PM on Thursday, September 16, 2021.**

Zoom Video Link: <https://us06web.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.*¹)
4. Consideration of Minutes from the August 16, 2021 Board of Supervisors Meeting
5. Restaurant
 - A. Ashton Tap & Grill Update

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

- B. Presentation of Restaurant Financials for August
- C. Restaurant Financial Dashboard and Analysis (*requested by Supervisor Realmuto; all back-up pertaining to this item provided by Supervisor Realmuto*)
- D. Consideration of Restaurant Re-Design Group Suggestions (*requested by Supervisor Krumrie*)
- 6. Presentations Regarding Security Options From:
 - A. Community Watch Solutions
 - B. DSI Security Services
 - C. Securitas USA
- 7. Focus 2025 Review
 - A. Consideration of Additional Golf Cart Parking Option
- 8. New Business/Supervisors Requests
 - A. Presentation of Fiscal Year 2022 Maintenance Contract Analysis Spreadsheet
 - B. Consideration of Aquatic Maintenance Contract Review
 - I. Consideration to Renew Agreement for Aquatic Maintenance Services
 - C. Consideration to Renew Agreement for Pool Cleaning Services
 - D. Consideration to Renew Agreement for Landscaping Services
- 9. Monthly Reports
 - A. Attorney
 - B. Engineer
 - C. Lake Ashton Community Director
 - I. Consideration of Upgrading Emergency Phone to FirstNet
 - D. Operations Manager
 - I. Consideration of Quotes to Pressure Wash and Paint TNR Column Caps
 - II. Consideration of Pool Deck Drain Options
 - E. District Manager's Report
- 10. Financial Report
 - A. Combined Balance Sheet
 - B. Capital Projects Reserve Fund
 - C. Statement of Revenues, Expenditures, and Changes in Fund Balance
 - D. Approval of Check Run Summary
- 11. Public Comments
- 12. Consideration of Proposals for Security Services (***CLOSED session of Board Discussion Regarding Security Proposals Received***)
- 13. Supervisor Requests/Supervisor Open Discussion
- 14. Adjournment

MINUTES

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

The regular meeting of the Board of Supervisors of the Lake Ashton Community Development District was held on Monday, **August 16, 2021** at 9:30 a.m. at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lake Wales, FL.

Present and constituting a quorum were:

Robert "Bob" Plummer	Chairman
Mike Costello	Vice Chairman
Harry Krumrie	Assistant Secretary
Steve Realmuto	Assistant Secretary
Lloyd Howison	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Jan Carpenter	District Counsel
Christine Wells	Community Director
Matt Fisher	Operations Manager
Alan Rayl	District Engineer
Jeff Brown	Metz
Annie Toth	Metz

FIRST ORDER OF BUSINESS

Roll Call and Pledge of Allegiance

Ms. Burns called the meeting to order at 9:30 a.m., called roll, and the pledge of allegiance was recited. Five supervisors were present constituting a quorum.

SECOND ORDER OF BUSINESS

Approval of Meeting Agenda

Mr. Plummer: Good morning, do we have a motion to approve the agenda as presented?

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

THIRD ORDER OF BUSINESS

**Public Comments on Specific Items
on the Agenda (*the District Manager
will read any questions or comments*)**

*received from members of the public
in advance of the meeting)*

Mr. Plummer: Next item is public comments.

Ms. Burns: I do not have any that were handed to me from anybody here, but I do have one that I got via email that they asked that I read so I'll go ahead and read that one now.

Barbara Salvin (4100 Ashton Club Drive): With COVID raging in Florida, it is especially important that our CDD does everything they can to create a safe place for its homeowners. It appears that some procedures need special attention at this time. This is a 55 and older community. Why is it that every evening when I go swim at the pool, there are young children that are obviously too young to be vaccinated swimming? The same children seem to have been there for weeks. Are they visitors or are they living here? Since I have been told visitor logs are not traceable to find out who they are, how is that being enforced? How would a person do contact tracing regarding exposure to COVID? It is questionable if logs are useable at all. I guess the real question is how can our residents that are trying to avoid unvaccinated people use the facility safely? Can we perhaps establish several hours each evening at the pool and exercise room better for residents only? I also understand that there are available safety procedures that we were doing during COVID, and I think those need to be used again. Thank you for any action you can take on behalf of these issues.

Ms. Burns: If there are any public comments on Zoom, you can use Zoom's Raise Hand feature to be called on. I see none, we will move on to the next item.

FOURTH ORDER OF BUSINESS

Consideration of Minutes from the July 19, 2021 Board of Supervisors Meeting

Mr. Plummer: Item 4 on the agenda is consideration of the minutes from the July 19th, 2021 Board of Supervisors meeting. Are there any additions or corrections to the electronic version that was sent to each and every one of us? Hearing none, I would entertain a motion to approve the minutes.

On MOTION by Mr. Realmuto, seconded by Mr. Howison, with all in favor, the Minutes of the July 19, 2021 Board of Supervisors Meeting, were approved.

FIFTH ORDER OF BUSINESS

Restaurant

A. Ashton Tap & Grill Update

Mr. Plummer: Item 5, Jeff and Annie.

Mr. Brown: Good morning. Are we talking about budget or are we talking about just last month?

Mr. Plummer: Both, but if you want to start with last month, that would probably work first.

Mr. Brown: Last month we saw a pretty significant decline in sales. It's expected as we went into the summer. We saw a revenue decline to about \$1,577 a day, which was a pretty significant drop from the prior month. The sales were relatively consistent. Week 4 was little bit stronger. The big thing that was nice is we did see a significant uptick in catering where we're nearly \$10,000 for the month. That's two straight months of much stronger catering. We're seeing the same thing this month. As we've gone through and as we've thought about the future, we are actually projecting to be a little bit higher in catering. That actually helped significantly in the results for the month because we ended up with an overall charge of \$11,041, which is \$2,760 per week, which was down significantly from prior months. There are very few really unusual costs last month, small amount in repairs under service contracts, some equipment purchases. One thing we did have is we had a pretty significant credit for credit card charges. The way the system works, is those bills don't come in on a monthly basis so you're charged basically a percent of sales. It all depends on how much people use credit cards and all that. At the end of each quarter, Metz corporate accounting goes through and balances the account and in this instance, you had a \$900 credit.

Mr. Realmuto: The month did look really good and catering is definitely the true bright spot in all of this. It looks like you've already essentially equalled July's results in August from what we've seen in the weekly. So that's great. Most of the unusual things in this invoice and the statement aren't so much new expenses. They're more on the positive side, almost to the extreme. There were some really significant reductions. For example,

just from other operating expenses under purchases, went down by over \$13,000 to only a little under \$3,000. By the way, when we talk about labor, I think your report mentioned overall labor claim to be 60.9, but I think I mentioned this to you in the meeting Friday. The actual number in your own Ops Report shows 63.4. Everyone can correct that. What surprised me was the management payroll and benefits being only one third of what they were the previous month, granted it was a five-week month and there were some changes regarding whether the chef was classified as management or hourly. Even with those changes, I'm not sure that it accounts for roughly \$11,000 difference. I only bring these up to caution all of us that we might not want to expect August and September to be the same in terms of expenses, although you felt that it was fairly representative in terms of percentages. Did you definitely count on this going forward?

Mr. Brown: In percentages, it should be fairly representative. There's always some things that can happen. There's discussion that's going to happen about repairs, smallwares, and stuff like that, that can make difference. Because in the past, we've paid for a lot of that stuff and that's hit our numbers. Now if it's going to come out, then this is more representative because it was very little of it in the month of July. Those are unusual costs that can happen some months that may not happen in other months. The labor, as I mentioned, what happened last month for the whole month is that we didn't have salary check, first of all. It was one last week for our management labor overall, but there also was no chef labor in that month that I'll hit in hourly. This being because Pablo at that time was an hourly staff member, which actually drove over time up. She had to use him for more hours because a salaried person works more than 40 hours as a rule. He is now salaried so it's balanced. You will see that number return to normal. One thing that I noticed as I was going through later is that the Week 1 payroll in management looks low, and I don't know why, and I need to find that out. It could be just a balancing because there are some things that they'll credit back if they find something was off just a little bit. That I do have to find out. That was not a significant amount. The biggest difference is just the fact that there's one last week of two managers and then four weeks of no chef.

Mr. Realmuto That would have been accounted for in hourly, which hourly actually went up from the five-week prior month.

Mr. Brown: That's why hourly would have been up.

Mr. Plummer: Jeff, is it worth separating catering revenue, distinguishing between what I would call community catering versus in-house catering, or in Lake Ashton catering? For example, when Christine puts an event down at the ballroom, we cater to that event, but that does not joy that markup, that an outside wedding would joy. When I look at catering, I get excited about the number \$10,000, but if \$8,000 was done in-house, then I'm not too excited.

Mr. Brown: Annie, you will have to answer that, but I would say almost all of it is in-house, correct?

Mr. Realmuto: Regarding that one event represented, are we talking about July or August?

Ms. Toth: July was a birthday party, I believe.

Mr. Realmuto: That represented probably half of the income. Didn't it though? No? I'll have to go back and check.

Mr. Costello: My question is for Christine. Do we still have events that were booked prior to Metz being here that are bringing in outside catering? Do we have anymore booked?

Ms. Wells: We're getting down to the end of having outside events, but there are still a couple out there. I don't know how many on top my head, I can look and let you know in just a couple minutes.

Mr. Plummer: I think also some have been refunded as well. I just noticed in the invoices that there is a couple refunds in there for a couple of thousand dollars.

Ms. Wells: Some of that may be damage deposit refunds not room rental refund.

Mr. Plummer: Right. We're not even getting bar service with that, refunding the whole thing.

Ms. Wells: No, there were damaged deposit refunds, not room rental refunds.

Mr. Costello: We have only had one refund, have we not?

Ms. Wells: Yes.

Mr. Costello: There was only one.

Ms. Wells: All events are told that they have to do all alcohol service through Ashton Tap & Grill, but I know Annie has had a couple of events that aren't doing alcohol at all. They aren't doing anything with a couple of the ones that have come in from outside.

Mr. Costello: As far as future bookings goes, what does it look like? How heavily are we booked?

Ms. Wells: We've booked a few. I wouldn't say it's heavy, I wouldn't say it's a lot. We've booked a few. Annie may have more of a judge of it than I do with how many we've booked recently.

Ms. Toth: We only booked a few.

Mr. Plummer: Do we have an idea percentage-wise based on what we've done in previous years?

Ms. Wells: It's definitely down.

Mr. Plummer: Okay. Other questions for Jeff and Annie?

Mr. Realmuto: Since catering seems to be a bright spot, it seems to me it behooves us to promote it as much as possible. What are you doing to basically assure that we get the business from events booking here in the ballroom?

Ms. Toth: We are promoting from within the company. We actually had a couple weddings, which I talked to Christine about, that were booked because of weddings that happened here the past couple of months and we advertised on our website. We've done direct mailing that we've talked about. I had an opportunity the last couple of weeks to go downtown and go and talk to businesses and give out some information as far as what we do and then how open we are for this coming season.

Mr. Realmuto: I know in the past, we, as a CDD have advertised. We used to have a wedding website, which I think went away with COVID essentially. I wonder if we could do more to advertise the ballroom within the local community. I know a member of the Lake Wales Chamber of Commerce, for example. I know the restaurant talked about joining the Chamber of Commerce. If we could do more word of mouth or other types of advertising to promote the fact that this facility is available with complete catering services, etc. to bring people here, and then some of the catering business would follow, I think.

Ms. Wells: We could definitely do that. I talked to Annie too. We were working on the bridal show idea. The event planner that I worked with prior to COVID, we had it all planned out, and then COVID messed up those plans. She's actually in Puerto Rico right now renewing her own vows. When she gets back, I plan on speaking to her about doing

a bridal show, which I think is great advertisement. The way we set it up before, would bring in a little revenue for the CDD as well because she would charge vendors to come here to set up and then obviously, we wouldn't be charged anything. In lieu of being charged a room rental, she would charge vendors and charge admission fees. We're still looking at that option as well.

Mr. Costello: I remember last year when they were looking at doing that. It would give us the exposure that we need in order to have rentals in this ballroom. If we're going to depend that heavily on catering, we're going to have to do something in order to advertise that this hall is available for catering.

Mr. Realmuto: How far do you want to go with that then, Mike?

Mr. Costello: Christine took the thoughts right out of my head when she said that she's already spoken to the person who does the show for wedding planning. Quite honestly, we need all the exposure we can get as far as that goes, and I can't think of a better way to get it than something like that. A few weeks ago, there was a wedding in here. As matter of fact, I believe, Christine, you have the pictures of the way the hall was decorated. You wouldn't even know it's the same hall when you walked in, it was beautiful. Pictures like that more or less sells your place, those are your advertising. We should be throwing pictures of it out there and everything else.

Mr. Realmuto: I just want to point out that what we're talking about is more for us as a CDD to do to advertise the room and the restaurant doesn't necessarily have to do all of this. If we rent this room more often and more weddings come here, the restaurant business will follow.

Mr. Costello: The only thing there, Steve, is the fact that they're telling us that catering has become a big part of the income. Let's do everything we can in order to push rental of this hall.

Mr. Realmuto: I agree, 100%.

Mr. Brown: I can tell you that in the original plan, as we were going through the RFP process here, the thought was that the catering would be significant over time. That's important. If you look at the budgets, there's not a lot of money in there for advertising on our end. In fact, that's been reduced. For us, you can do a lot of it online, there's other

things you can do. Annie going out and word of mouth in the community is a big thing. Anything we can do to help, we definitely want to be a part of it.

Mr. Costello: In the beginning, you had catering as 18%, almost 19% of the income for the restaurant. I would think that we can do better than that.

Mr. Brown: It's quite possible. The thing about catering is, as Harry mentioned, it depends on the type of catering. You've got internal events here that aren't big moneymakers, I'm sure we don't lose money on them for the most part, but they're not big moneymakers. If you can actually get external events like weddings on that, where they run open bars, which we haven't really had any of that type with open bars, that's where the real money is. If you're doing a bar service for a 200-person wedding, even if you're just doing the bar service, but you're doing an open bar service over the course of hours, it's a significant moneymaker for the operation.

Mr. Realmuto: I guess I'd like to see the restaurant work harder at increasing the profit. In other words, lowering the percent cost of sales at catered events. I'm not a marketing person, so it's certainly not my area of expertise. It strikes me that there's lots of things you could do to encourage a beverage service. If it's food only I can't imagine not having beverages, because that includes non-alcoholic, doesn't it? I can't imagine many events here not serving anything other than water.

Mr. Brown: A lot of them will do water and tea probably, correct?

Mr. Realmuto: Yes. What I'm suggesting is that you utilize whatever method at your disposal to encourage the beverage service. One way is, there could be a significant discount on the price of food, or that the food is more essentially if you're not going to be able to make it up on the beverages. Also, don't price yourself too low. I understand that there was a private event that offered a three-meat buffet for \$19.99. That sounds like a fantastic deal. You probably should have gotten more for that. I don't know if alcohol was served at it, but certainly if it wasn't, but probably even if it was. You need to price things appropriately.

Mr. Howison: I'm just glad to hear us talking about revenue generation instead of just cuts. There's never been a business that cut itself to prosperity. We'd need to drive revenue. I think that also goes back to restaurant operations inside the community. When I look at the trend of guests from the high of the week of March 20th, last week was down

over 60%. Now I understand we have COVID, we have summer, those things certainly impact. But I can't believe that that's the entire impact. I'm interested in the surveys that we've done and I've heard several times that we've sent surveys out or surveyed people in the restaurant. Have we quantified that? I've not seen any report on what the results of those have been.

Ms. Toth: I do have them all if you would like to see it.

Mr. Howison: Well, I think it'd be interesting. Generally speaking, where do they fall?

Ms. Toth: Great service, great food, good food. Ambience is one that we're dealing with. That's fair. We hear a lot of comments that say we could do better as far as how the restaurant looks. Residents would invite their family back and even outsiders that commented on the ambience. But overall, it's a great.

Mr. Plummer: Annie, I think what Lloyd is saying is can we actually see that numbers? Maybe put them in whatever category you need to put them in.

Ms. Toth: Of course.

Mr. Plummer: Yeah, you and Christine get together perhaps.

Ms. Toth: Yes.

Mr. Realmuto: I believe Christine actually already has the surveys, both the ones that were returned handwritten as well as ones that were filed. I know I saw them about a month or so ago. I don't know what's been received since then. But quite frankly, that's a rosey picture you're getting. I'm sorry. There's more underlying that. I think we all saw some of that in one of the recent letters that was distributed to all of the Supervisors, I thought that one, frankly, was representative of the negative comments. Granted, I think the majority of people are pretty happy, but I hear those kinds of issues raised almost every day from other residents. I don't think we can ignore them. In general, the concerns raised were about broken promises for follow-up. They say something, they're promised follow-up and they never see it. Poor communication in general. I think you're doing a lot to address that, particularly with communicating the weekly specials for the week in advance so that's good. But inconsistent or poor food quality is one that comes up quite a bit along with poor service. I heard from a group that said they asked for water and there was a pitcher of water slammed down on their table and that they were upset that the

water wasn't poured for them. In fact, they even spoke to Annie about it. They were told that, well, the waitress doesn't have to pour your water, that's not the kind of service we want to see at our restaurant in the Ashton Tap & Grill. Just in general, there's a sense that the restaurant isn't trying very hard to satisfy customers. We have to turn that perception around and I trust you work hard to do that.

Mr. Howison: I would echo Steve's comments. I understand people generally aren't going to come to me and say, boy, what a great job the restaurant did. But I am hearing a good number of complaints that go directly to what Steve said, inconsistency in food, slow service, poor service. I will refer back to karaoke night a week ago. I got a number of complaints about that that night, partly because we were there that night and people saw us. But to me, the one area that I keep hearing is quality of food and consistency of food. I wonder whether we're doing the back-end quality control that we ought to. Examples would be, quesadillas were great one day, the next week, they were hardly even grilled or just that kind of thing. A complaint can't be taken as a personal affront. A customer that cares enough about the relationship to complain rather than walk away is a very valuable customer. But to Steve's point, if their concerns aren't addressed sooner or later, they walk away and when they walk away, they tell their friends. I think it's very important that we look at day-to-day operation in the restaurant and see where we can improve. I think we've already seen how good it can. We have to do some soul searching and go back and determine why people aren't coming. It can't be just COVID, it can't be just because it's summer.

Mr. Krumrie: I think it is because of the summer. If we look at the number of people who are here during the summer. I bet it's 40% of the 100%, if you will. Significantly less people. It's hot outside. People who wish to dine outside cannot dine outside because it is 100 degrees. A number of reasons why people are not dining as much in the summer besides going north. There are other reasons as well. You are going to get complaints. I'm in that restaurant frequently. I see how hard people work and I see how hard Annie works. I'm not saying there's no room for improvement. There is plenty of room for improvement. We need to look at those complaints seriously, and we try to glean from those, what we can do to make the world better. For example, we have a lady who has complained multiple times. She's never had a good meal. We've gone out of our way to

make her, I'm not going to say what the particular item is, but it's one particular item. Then she never comes back and says, "Thank you very much for doing that." We're talking about something that's not on the menu. That's how accommodating we are. We're more accommodating than what you hear is what I'm trying to say, but it's still not perfect and we have a ways to go.

Mr. Howison: I'll also say the wait staff has always been cordial and friendly. I don't have any complaints about that personally. One other area I should mention is carryouts. I've heard that from not just one, but I'm going to say four or five different people that they called in to place a carryout order, and were placed on hold and no one ever came back. In two cases they were told, "You'll need to call back in about 15 minutes, we're too busy to take your order," and that to me would be unacceptable, and I know that the one couple just has given up. They don't come back.

Mr. Realmuto: Yeah, I've also heard that's probably the majority of complaints that I hear about. I can't tell you how many of those that I've heard. There are also cases where people are told, "We're too busy, you need to come in and order and pick it up." There were cases where people were at the pool and they called in in a take-out order and asked if she could bring it to the table. The pool area is a couple of feet outside of the outside restaurant patio, but they were told they couldn't deliver their takeout order there. They would have to come in and pick it up. Those are the kinds of things we need to change about customer service.

Mr. Krumrie: We can address those pretty easily by hiring more people. But I don't know if we want to do that.

Mr. Howison: Maybe we need to look at Steve's analysis. He's done a lot of work in that.

Mr. Costello: The problem I think with part of it is some of the people who have left, they're not going to look to come back. I had one person who said to me, I believe I was with Christine, twice she's been there, twice she's had a problem, she's not coming back. I'm not going to say I blame her. Our biggest problem is the honeymoon's over. The honeymoon is over, people who have been there, they've seen it. They've made their decision whether they're going to continue to go to the restaurant or not. Now, it's imperative that we find a way to keep bringing people back through better service, through

top quality meals and everything else. It's pretty obvious that it's on a downhill slide in a way.

Mr. Howison: If Harry is right and it is summer, we have a really great opportunity because the people will be coming back beginning about now and over the next two months.

Mr. Realmuto: We have the opportunity. Let's not ignore it. Although I acknowledge that the summer is a significant reason for some of the decline, let's not fool ourselves. That's not the whole reason, contrary to the percentages thrown out. Focus 2025 indicated that most of the residents here are full-time. That's not to say they don't travel over the summer and the numbers are down significantly, but if you think the entire decline in restaurant sales is simply due to the season, I'm afraid we're ignoring some various serious issues that we have an opportunity to address and now is the time.

Mr. Howison: Now that we've beat you both to death over this thing, I thin, you know that the five of us strongly support this restaurant and we believe strongly that it's a vital amenity. I know my wife and I are there at least once a week, if not two or three. I know that the rest of these folks are, so please don't take our comments to mean that, they're not personal at all. It's just that it's a critical amenity and we've got to get this right.

Mr. Brown: It's great feedback and I really do appreciate it. It is things that we will look at and continue to work on to try to make things better as we go forward.

Mr. Plummer: Obviously, this community expects service and expects high quality of items to be served there.

Mr. Brown: As they should.

Mr. Plummer: I think they're rightly so in doing that, and I understand that you can't make everybody happy all the time. If you could, the five of us might not be here. Anyway, in that regard, obviously service, pleasantries, and good food is what we're after in this case.

Mr. Costello: One of the things that I know I've heard in the past from Annie is that we've had trouble hiring people for the restaurant. Have we alleviated some of the problems? Do we have people who are coming in? I know that you had a couple of new waiters or waitresses. Has the problem gotten any better as far as that goes?

Ms. Toth: Yes, we are building a strong team for this season coming up.

Mr. Costello: Wednesday night, the night of karaoke, we were told by our waitress that she was breaking in two new waitresses, I think, and it was one of the reasons for slow service.

Ms. Toth: I don't know that one, but it's possible. I haven't heard that one.

Mr. Costello: And the only thing there is how long is it going to take in order to break these people into where they can keep the flow moving?

Ms. Toth: As slow as we are right now, you know I have to be careful. I watch labor, so we have a good team. We're building a team, and we are going to hire a few more people, but it will have to wait until probably the end of September.

Mr. Howison: I will say we had those two waitresses both at our table and they were both delightful and did a good job.

Mr. Costello: I'm not saying that they did bad job. All I'm saying is any job when you start you're not as quick as you are when you're there for 6, 7, 8 months.

Mr. Krumrie: Mike, please keep that thought as we go forward into the discussions about the budget, okay? I mean, that's a good thought so let's keep it. We're going to reference it back in a little while.

B. Presentation of Restaurant Financials for June

a. Discussion Regarding Restaurant Budget for Fiscal Year 2022

Mr. Plummer: Speaking of the budget, I think it's time to move to that area and discuss the numbers and proceed in that regard. Budget numbers, Jeff?

Mr. Brown: Supervisor Steve, I, Dennis, and Annie had a discussion last week and reviewed some of them. There were things we were asked to change in the original budget, which we did. The first of which was we removed all maintenance costs and all smallwares and equipment purchases to become the sole responsibility of the CDD. Those numbers were taken out. We took out some other items. We also removed Yelp Waitlist from our costs and all supporting travel. We made some significant reductions. We took out tablecloths, so we took out a fair amount for linens. We took out some of our promotional projections and we reduced some of the background screening costs. Some of the other stuff was just moving stuff around. I got a much more accurate number for the support from Heartland on our POS system and a couple other things that I was able to get just a little bit more accurate picture on. We went and we built three new models:

one was to close one day, one was to close one day year-round, but another to close lunch for three months except on Sunday. Then we have a fourth model that was to close a second day during the three months and lunch during those three months as well. Each one had a small savings over the other one. We had originally started with \$161,585. When we took out the items that I mentioned at first, we were able to drop it to \$134,391. When we went to closing one day annually, it reduced to \$210,357. Then the next model just closing lunch for three months was a small gain to \$102,000. Then finally, with the additional day and that lunch for three months was taking it down to \$96,000. Obviously, the biggest thing to reduce that would be sales. If sales are higher, if catering is higher, any of those would reduce it significantly. It depends on the number, but you can run a kitchen with X number of people whether you're doing, I'm just going to use a bad example, but 100 people or 130 people. It probably takes you the same number of people in the kitchen. It probably makes very little difference as far as that goes. It might make a small difference on server, but servers are tipped wage so they're less expensive than an employee in a kitchen. That can make a significant savings. As we talk about catering, as you see about other things, if we see increases, you'll see improvements. When I did the original budget, I don't want to say aggressive, but it does show an increase over this year's sales of 20-25%. The biggest portion of the year we've been through so far was heavily impacted by COVID. We saw people getting less sensitive to COVID for a little while. I don't know if they're starting to get more sensitive. I can't tell you that whether that's a big difference or not. I also can't tell you whether as we go through into September and that if people are going to become increasingly more sensitive, but that's yet to be seen. We did increase sales somewhat. As a projection, part of it was to go out to the community and try to sell to the community and some other things. Part of it was hoping that more people would be here this winter than were here last winter because I'm sure there are people, Canadians, who probably didn't come down, so I think there are opportunities outside of just improving service and food. I think there are other opportunities as well.

C. Restaurant Financial Dashboard and Analysis**D. Discussion Regarding Reducing the Restaurant Deficit**

Mr. Realmuto: Thank you for that, Jeff. Before we get too much into the details, and I'm sure we all have questions about some of the details on the different options you've presented, I just wanted to give everyone some context on the different budgets that you see on the page in front of you. Jeff, I believe this was shared with you at the same time as the Supervisors. I basically consolidated everything you put in the different sheet on one page so that we could compare. Just to remind people where we started. At the April meeting, we approved by a vote of three yes and two no, the April baseline budget. Then at the last meeting we, at least I, asked Jeff to review the budget based on the additional history that we had to make sure that it was realistic, and also to identify opportunities to decrease the deficit. That budget, and I do thank you for that Jeff, is the 7/22/21 update that you see here. That actually increased the deficit. It went from \$159,593 to \$161,585, so it increased the deficit by about \$2,000 and the percent of expenses went from basically losing 14.4% to losing 15% for the year. I believe when Jeff talks about the changes that were made, that those came after we met this Friday morning and that's the one labeled "Present conditions." That was the update from that, and then you see the other options. Each one, the differences identified are from the previous option. They get increasingly more savings at the cost of more hours closed. Hopefully that gives a perspective on what you're looking at on this pie chart of the spreadsheet. I did have some specific questions on some of the changes that were made for the present conditions or even in the previous update. You mentioned you increased the revenue. Is that taking into account versus last year, the fact that we weren't open for the full fiscal year, so was that prorated?

Mr. Brown: It's really more about a daily increase. When I did the initial baseline budget, the sales are higher than what you were running a year ago. If you were to compare month to month for, say, January, February, March, April, May, you'll see pretty much every month sales were up somewhat and they were up in two parts. They were up in the restaurant, but they were up in catering. When I look at catering, I took into account more the trend we're doing right now. For the first four or five months, we did \$3,000 maybe a month probably in catering. It was all very slow. But as I said, the last two months

plus what we're doing so far this month, we're trending more towards the \$10,000 a month. I think I projected it up to be more in the range of \$10,000 a month for next year.

Mr. Realmuto: Catering is the big opportunity here. I will point out that things go up probably in the months where we're in peak season. But recently, looking at the first three weeks of August that we have data for, the average daily has gone down at additional \$100 so far, so we're still in the downward trend, unfortunately. I think the late last week was a little better than the previous two. But just to give some current perspective on that, I had some questions on some of the expenses that went up because when you talk about changes, you're talking about the one you presented Saturday. Essentially, the present conditions versus what you had presented in July. In particular, you already mentioned the things that were eliminated. There was one thing that went up a lot. I'm looking at the Present Conditions column. One thing that was added that wasn't in any previous version of the budget, so it appeared for the first time in that budget you presented Saturday afternoon, was adding \$779 for telephone utilities. I know I had asked about this Friday. You may get back to us on what that was.

Mr. Brown: It is actually internet service for PCI compliance. POS systems are running on their own system. It has to do with security. Basically, it's \$79 a month or \$69 a month.

Mr. Realmuto: Okay. But we actually provide the Internet access. Is this something laid on? I thought we did.

Mr. Brown: No. I know if you look back here up in the ceiling, there's another router. I think those were put in by us as we were getting the POS in place if I'm not mistaken.

Ms. Wells: Yes. There's one in the restaurant and I believe one in the ballroom that was set up by Metz. I think it's through spectrum also, but it's set up through Metz.

Mr. Howison: Yeah, it shows up on the invoice of Bright House Networks.

Mr. Costello: It has to be a secured system because you're dealing with people's information.

Mr. Realmuto: Understood. But I know there were charges to install that. That's fine. Again, we need to understand what it was, but I think what you're saying is that was an oversight. You had omitted it from previous versions of the budget or wasn't included elsewhere?

Mr. Brown: There is always a half percent listed under miscellaneous. Sometimes small numbers like that get lumped into the miscellaneous when I'm actually building a budget. Now, admittedly, I left miscellaneous at half percent before you ask that question. It's just there's always some costs. There are opportunities there. It's like if you're doing a building, you will always have a contingency at the end in case you get cost overruns. I always put it about a half percent of sales into a contingency.

Mr. Realmuto: Sure. You essentially moved it from miscellaneous to a new line item without reducing the miscellaneous. That doesn't seem right to me. I would think that should come out of there, otherwise it's essentially an increase. So that's something to think about. I'd like to move on from that because there was another significant increase and that was under service contracts. Every previous version of the budget before the one we received Saturday afternoon had service contracts at \$3,450, and it more than doubled to \$7,600 in your most recent budget. Why is that?

Mr. Brown: I put the service charges for the POS system under service contracts. It's \$460 a month. I'll be honest with you, that may go up next month. It's really just about getting more accurate. I have more of a track. I went through and I was able to pull more invoices. We use a company called POS tech. They don't seem to be very accurate about sending the bills every month so it's very difficult sometimes to find out exactly what it is. I went back to the opening purchase and found the amount. There are two things that hit there. To the best of my memory, there was the knife contract, which is about \$21 a week. I think every other week, \$42 and then there's about \$460 for POS.

Mr. Realmuto: \$460 for the POS times 12 months comes about \$5,500. The point is, these were charges that we've been incurring presumably since day 1 and now they're essentially additions to the expenses. Presumably that came out of another line item. Again, it looks like an increase to me that's being proposed rather late. Is that an increase or did it come out of another line item? Same question as before.

Mr. Brown: Like I said, I was just trying to be more accurate. When I did the updated model back in July, I worked primarily on revenue and labor. I didn't dig in probably as deeply as I could have on miscellaneous expenses. A lot of our miscellaneous expense is about the controllable and non-controllable. They calculate as a percent of sales. There are some items that do not. That's one of them.

Mr. Realmuto: Okay. Again, I just would've thought if it's going to be added on one place. It should be removed from wherever it came from.

Mr. Brown: Again, I'll tell you that the half percent is a catchall. Anything can go in there. The half percent is \$5,300. Again, it's the same as if you're doing a building, it's a contingent. If it doesn't get spent, then you'll come out \$5,300 ahead. I just don't want to give you a super rosey picture and not have something to cover anything.

Mr. Plummer: I look at it as improvement in the budgeting process.

Mr. Realmuto: Okay. That increases the expense to us. I guess the reason we're here though, is we have a lot of options before us. I do think it's important to reduce the net deficit from the last proposed \$161,000 plus. We should probably start the discussion of that. We're jumping ahead into the general items, but I included my usual restaurant financial dashboard and analysis in the agenda packet. You've all looked at that. I don't intend to go over it other than to point out that one of the columns I added was a column in the actuals showing the total expense percent. The reason I did that is, I think it really highlights what our issue is with the deficit. Basically, every month, we're spending significantly more than we're taking in. Even in our best month, we lost 12%. In July, we lost a little over 20%. You can look at the projections for yourself. We need to spend less than we take in if we want to reduce the deficit, particularly in the peak months, to make up for what we acknowledged will be lower utilization in the summer months. With that, I guess we've moved to the discussion of reducing the restaurant deficit. Again, I thank Matt for providing some of the options that they did there. I know Jeff, you had a commentary actually you set out with the original budget and I don't know if other supervisors have questions. I had one on that and that is under labor. You mentioned that you find that it's necessary to add a full-time supervisor at a cost of \$43,264. Is that cost included in all of these options or is that another one that's going to be added at some point in the future and be of surprise?

Mr. Brown: It's only in the baseline.

Mr. Realmuto: Which baseline? The April baseline or the present conditions? Those additional funds for an additional supervisor is included in the present conditions?

Mr. Brown: Pretty sure I took it out for everything afterwards.

Mr. Realmuto: Well, that number doesn't change. The management salaries actually don't change after present condition.

Mr. Brown: No. It's an hourly position.

Mr. Realmuto: That supervisor position is hourly, okay.

Mr. Brown: That cost that I mentioned included benefits.

Mr. Realmuto: Right. It would be divided between the hourly line item and taxes and benefits for it. I think this brings us to a discussion of the options and what we might want to consider to provide guidance or request to the restaurant. I personally think we should utilize some of these options, and frankly we should do it immediately while we're still in the slow season. If you've been in there for lunch, you might have been eating alone in the restaurant or with only one or two other tables. I do think we need to consider them and once we decide on something, implement it as soon as possible in addition for the coming year.

Mr. Krumrie: Okay. I'm on record for closing one day per week. I don't think there's any question about that. I would go on record as I think there's more discussion that has to occur and we're talking about closing lunch other than looking just at the numbers because it has other ramifications regarding personnel and so on. The most valuable asset we have is our employees. What we know from an employee's perspective, they work here not because we gave them a \$200 bonus, not because we're paying \$15 an hour, we are to some of the cooking staff, but because this is a good environment to work in and it's a good employee situation. We don't offer what other places are offering. Just drive by the restaurant that lives up there on Legoland, they offered a \$20 signing bonus, \$10 - \$12 an hour. We aren't offering that. We're offering a good work environment under good conditions. As we go forward and we talk about decreasing lunches and so forth, that impact how many hours we can offer our employees. It impacts how we use the food from the previous day, etc. For me, closing one day a week, I think is a good thing, especially in this environment where it's hard to get employees. It gives the person that one day off they can count on having. Once we go beyond that, I'll be glad to talk more about that but to see if the Board's interested in going beyond that first, and if they are, then we'll talk about these other items and how it affects employees.

Mr. Costello: I agree with you, I think that we could probably start with one day, and if we find it really hasn't met what we want it to, we can always increase it. But I think closing beyond one day a week now is not in our best interests.

Mr. Plummer: I think that Harry brings out some very good points about if you closed for one day, it does give your employees some continuity and they continue to do that, and they are very important to us if we want to continue with what we're doing. I think if you get into additional that we're going to lose some of the good employees we have, then that's not a good thing as the ambient results as well. I think that's a little more depth than just taking the number on the top and figuring that out, I think to get it look past that to where we are going to be eventually. If we're going to improve, we don't want to try to bring back those employees at a later time, and obviously then you go back to the training issue etc.

Mr. Brown: If I can speak to that, one of the biggest differences is a good portion of the positions no longer are full time.

Mr. Realmuto: I'd like to offer some fact-based perspective of the rosey picture in terms of our employment environment, and these are simply the facts as I understand them. The fact is we currently only have one management employee that was here at the restaurant opening, that's Annie, and two or three of the servers that were here on the day the restaurant opened. The rest have left, is that correct? There were issues to address there and as to why we have that turnover and my point is that we have that turnover with the current hours. I'm not convinced that that is going to be a significant factor. I guess I would take from a budgetary perspective, this is the budget we're talking about now, not necessarily immediate changes. When we're talking about closing for lunch, we're talking about doing that only in the three summer months. Effectively, what we budget for is not going to be implemented until next summer. I would rather budget for less, and if it looks like we're doing better because by the time we get there, we will already have had the good months. If we've shown that we built up a little bit of a reserve to cover the losses in the summer months, then we can always add the day back in, but that we shouldn't budget that way. It's harder to go in the other direction. Again, keep in mind it's a budget, not an immediate effect. If you don't want to close for lunch the

summer, fine, I could go along with that. What I have more trouble with is not budgeting for closing two days over the summer if our results are poor in the peak season.

Mr. Krumrie: For me, it's about communicating to our employees what our future plans are. By putting it into budget, you're communicating to them, there's a good chance we're not going to serve lunch next summer. That's the message that we're delivering. That is wrong. I'm with Michael 100%. We talked about that we have to keep those employees. We have to keep consistency in the employees. I would argue that our turnover is not any worse than Carrabas or anywhere else in the world. It's the nature of the business. There is major turnover. We have a 20 minutes to 30 minutes to spend with an employee, decide if they're a good hire or not a good hire. The NFL, National Football League, spends months, millions, and still can't figure it out. For anybody to imply that we've not done a very good job at that is barking up the wrong tree.

Mr. Costello: One of the biggest problems, right down Cypress Gardens Boulevard, if you look at Checkers, there's a sign, "Work today, get paid tomorrow." The competition out there is horrendous, it's beyond belief. We are getting our heads handed to us due to the fact that we are a smaller operation and we cannot afford to pay somebody a \$2,000 signing bonus like some of these places are. So I think that what we have to do is maybe we close one day a week, see how that goes, come back next month, and if we find that we're not hitting the mark, at that point, we're going to have to increase it. We're going to have to pick our weakest day of the week, which would be, I don't know, Monday? The only problem there is the fact that if Bingo comes back, you got problems there, but we can adjust that as we go on. But personally, trying to compete with some of these places is virtually impossible for us. It's beyond our capabilities.

Mr. Brown: There's a small difference, but it's not significant between three or four of the days of the week regarding which day was chosen. There are slower and busier days, but most of them are running 12-14% of sales.

Mr. Realmuto: I'd have to beg to differ on the net there because as the charts I included in the analysis, that was in the original agenda packet, show Tuesdays and Thursdays are significantly below the other days. It's changing a little bit, the mix is changing since July, but those are definitely the lowest two days, very consistently since you brought up the data.

Mr. Costello: We can definitely adjust. I personally have talked with John DeWinkler, the head of Bingo. I don't think we're going to see it coming back right away. The only thing is, once it does come back, we can make adjustments as far as what day of the week we're closing, and hopefully we're going to hit the mark and be open in the best days of the week.

Mr. Howison: I will also point out that by these budget models that Metz has provided to us, closing one day a week versus closing one day per week and lunch five additional days during the summer is a net difference of \$8,000. I would be in favor of closing one day a week for the short term, we review this every month, we look at the financials for the restaurant, and when we get to March, April, May of next year, if we've not seen what we think we ought to have seen, then perhaps we consider the summer months cutting back even further. This is way off, but I wonder if we would ever consider doing Bingo just for internal people only, spreading them out.

Mr. Costello: I don't think we can, legally. We have a license and I believe that we have to open it to everybody. John DeWinkler, I give him a lot of credit. He's done a great job over the years, and I think that he should be the one who should be making the decisions as far as which way we should move going forward. We know that we have the new scare with the coronavirus, and to be bringing in a lot of people in from the outside, I don't think is in our best interests.

Mr. Realmuto: Mike, is that true that we're required to open it to the outside if the prizes are not cash? I don't know. Perhaps the attorney can address that.

Mr. Costello: I don't know what we're going to give away, maybe a chair or something.

Mr. Realmuto: I'll tell you what I'm thinking though. Tickets to a show, the grand prize can be the entertainment series. I don't know, things like that.

Mr. Costello: I don't know. I'll be very honest with you, I shouldn't have said that. But at the same token, I don't know exactly how the license is written. You would have to go to John. John could probably give you the license.

Mr. Realmuto: I'd rather depend on an attorney.

Mr. Costello: But we have an attorney sitting here, so maybe she could answer the question. She probably was going to tell me that she never read the contract.

Ms. Carpenter: I am not following.

Mr. Costello: I was left with the impression that we cannot deny people from outside coming into Bingo.

Ms. Carpenter: That is correct.

Mr. Costello: That is correct?

Ms. Carpenter: Yes.

Mr. Costello: Okay. There's your answer.

Mr. Realmuto: I'm sorry, I missed the answer.

Mr. Costello: You should be paying attention.

Ms. Wells: Because I missed the question. We do allow people to come in and we have allowed them.

Mr. Realmuto: I know what we do. My question to you is, are we allowed to restrict it to Lake Ashton residents only if we're not providing cash prizes? Does that change that equation?

Ms. Carpenter: I don't believe we can exclude them, but cash prizes, that I would look to to see because there is actual statutory language on Bingo, shockingly, but I think we've looked into this before, and we could not exclude them, and that's why it's in the contract.

Mr. Plummer: Okay. Thanks for digressing into the Bingo. Let's get back on task here with the budget for the restaurant and decide. You bordered on making a motion, Lloyd.

Mr. Howison: I'll make a motion that we can close the restaurant one day per week on Mondays for now. We can revisit it at a later date.

Mr. Costello: I'll second it.

Mr. Plummer: Well, we're going to go back to discussion. First of all, we have a motion to close the restaurant one day a week, and we have that second also. The motion was by Lloyd, the second was by Mike. My first question is, if we do that, when are we going to start the one day? Obviously, today is Monday. You're not going to start it today. Is it next week?

Mr. Realmuto: I don't think next week is too soon given the numbers.

Ms. Carpenter: I think you need to look at how far ahead they schedule people too.

Mr. Realmuto: Exactly.

Ms. Carpenter: Also, since this wasn't specifically on the agenda, we should allow public comment. We said reducing deficit, but didn't talk about closing days.

Mr. Realmuto: Actually, the options were included in the agenda. I'm sorry, I take that back. I guess it wasn't in the agenda packet itself.

Ms. Wells: No, it came today.

Mr. Realmuto: Okay.

Mr. Brown: Is Monday the day you would want to do it? I know you mentioned Tuesday.

Mr. Krumrie: What day do you recommend?

Ms. Toth: Monday.

Mr. Realmuto: Okay. Can you explain the reasons for that?

Mr. Krumrie: I can explain some of the reason. Some of the numbers you're looking at, Steve, including Monday's half priced appetizers.

Mr. Realmuto: We don't do half priced appetizers anymore. It's a rotating price special and my information is based on the net which takes into account those discounts.

Ms. Toth: Historically, if you were to look at any country clubs, restaurants, or communities like us, if there was a closure of a day, would be Monday, and they'll just give the residents more of an incentive to come out the rest of the week.

Mr. Krumrie: I think that's the day reserve we're used to anyway. Historically, we've been closed on Monday.

Mr. Realmuto: Again, I'm looking at the numbers I provided to all of you, and Mondays net is essentially the third worst, to be honest with you. There's \$100 difference basically. Currently for July and August, it's Thursday that's the worst day. That is followed by Tuesday and then Monday. I will point out that the guest count on Monday is also, I say are significantly higher. More residents that have been coming on Mondays but then wouldn't be able to come. Also, I guess Monday is a popular day for restaurants in general to close, so there are fewer options in the community. I would think you'd want to stay open on that date to capture the people who maybe want to go out. But there aren't other options and close on a day when there are other options for them to go to in the community. Again, for both of those reasons, I guess I'm opposed to seeing that day be

Monday. I think it has a slightly negative effect on us, as you can see, in the net sales and daily averages from Monday versus the lower two days. It's also more of an inconvenience to residents that want to eat out.

Mr. Plummer: In the motion that is on the table, it is only for closure of one day. It does not address a particular day.

Mr. Realmuto: Okay. Fair enough.

Mr. Plummer: We either need to adjust the motion or vote on the motion that is for one day closure and then decide the day after the fact.

Mr. Realmuto: I view us as just giving the input to the restaurant, if granted, it's their decisions and they need to own the results of that decision. I have no issue with that. With this motion, it does not need to include the day of the week, but they should hear the feedback and the reasons behind it. I'd like to see it more factual based on the numbers.

Mr. Plummer: We're going to vote on the question. Can we move?

Mr. Realmuto: I have one other thing, as we're still discussing the question. I'm pointing out, I think if this is going to pass and probably unanimously, but I am pointing out, so essentially, what we're voting for is endorsing the deficit of \$110,000. That's going to cost each and every one of our residents about a little over \$114 out of their assessment. I'm just trying to bring it down to something real so everyone understands it. With that said, I don't know if there's further discussion.

Mr. Plummer: Any other discussion?

Ms. Burns: I think we just need to ask for the public comment because it wasn't on the agenda. If anybody has a public comment on this, you can come on up.

Carol Corley (Lot 810 on the West side): Really, I have no standing here, however, I would like to say in support of the restaurant, I think they're awesome. As to what day of the week they should close, I just wanted to mention that the Eagle's Nest is crowded on Thursday night due to trivia. That may be why there are a few people coming to this restaurant on a Thursday night. Just a thought. Thank you.

Mr. Costello: Very good point.

Mr. Plummer: Any other comments? Any other discussion? If not, we have a motion on the floor by Lloyd, second by Mike to take the option to close one day a week.

On MOTION by Mr. Howison, seconded by Mr. Costello, with all in favor, To Close the Restaurant One Day Per Week with the Day to be Determined by Metz, was approved.

SIXTH ORDER OF BUSINESS

Focus 2025 Review

A. Consideration of Horseshoe Court Refurbishment

Mr. Plummer: Alright, number 6, the 2025 review and under that consideration of the Horseshoe Court refurbishment. Who wants to address that?

Ms. Wells: Matt and I are going to tag team this one. Again, looking through the Focus 2025 survey, there were quite a few comments when asked about the horseshoe pit that had some suggestions for improving it so that it's more used by residents. What we have recommended is a plan to refurbish those horseshoe pits, which includes relocating the horseshoe courts to the western end of the pavilion, which will allow for better visibility of the courts and eliminate the need for signage. Our first thought was just to add signage to let them know where it is. This would also construct the court's north and south so that when residents are playing, the sun's not in their eyes. It's difficult throwing a horseshoe when sun's glaring in your eyes. Then we would fill the old horseshoe pits with the hay aside. I also want to say before Matt, Matt's going to go down to the materials that are needed for the project. We did reach out to a resident that actually is very good, if not, a professional horseshoe player and asked him his feedback on these items. He actually brought us pictures of courts in the area, courts he had constructed at his home so all of these suggestions are based off of that conversation with him. Matt, you get the hard part.

Mr. Fisher: I don't know if you guys have in front of you the outline. Materials needed for this project are going to be a grand total of roughly \$702 to relocate these four pits. The new designated areas came across as a delight to the horseshoe fellow. I don't believe if we move them that we'll need signage. We don't need any signage because it'll be visible on the side of the pavilion instead of hidden in the back. Lumber prices have come down quite a bit, I think about \$250 worth of lumber would be needed to construct this. Jared and I would take on putting these pits together alongside of Ken. He's one of the avid horseshoe players in the community. From my understanding, he was willing to come out there and oversee Jared and I, make sure we're doing it to his liking. He

recommended some metal stakes that would be concreted into a five-gallon bucket and buried in a specific location in the pit. That came to be about \$130. The concrete mix and the four, five-gallon buckets were about \$80 and the sand and the hay came to be out \$120, so total, \$702 would complete the project.

Mr. Costello: I make a motion that we give \$750 towards this project.

Mr. Howison: I'll second that motion.

Mr. Plummer: I have a motion by Mike to allow \$750 towards the project to move the horseshoe pits and Lloyd seconded the motion. I have a question under discussion, we are moving them to the west end of the pavilion. Is that correct?

Mr. Fisher: Yes, they would be moved to the western, correct.

Mr. Plummer: My only question is, when the pavilion is used heavily, the parking is at the west end and the overflow part of that parking is in the grass area right behind the pavers. Is that going to improve that?

Mr. Fisher: I've tried to peak down there during the Friday golf groups and they all seem to park along in the front eastern end, but we can strategically move them down as far as we can go.

Mr. Plummer: I have no objection, I just want to make sure we understood that that is not only on a Friday group. There are other groups that use that as well.

Mr. Fisher: I can probably reach out to one of the golf leads. Is it Mr. DeLora?

Mr. Plummer: That would be a good place to start.

Mr. Fisher: Okay. We'll research that and then strategically place them so there's enough parking.

Mr. Plummer: Okay. Motion and a second to approve \$750 towards the relocating of the horseshoe pits.

On MOTION by Mr. Costello, seconded by Mr. Howison, with all in favor, the Horseshoe Court Refurbishment, Not-To-Exceed \$750, was approved.
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SEVENTH ORDER OF BUSINESS

New Business/Supervisors Requests

A. Discussion Regarding COVID Procedures

Mr. Plummer: Next item on the agenda is Item 7A, discussion regarding COVID procedures.

Mr. Realmuto: I put this on the agenda because as you know we've received a lot of feedback from residents that I believe has been distributed to supervisors. It's mostly here for discussion. Since the time I asked for it to be put on the agenda two weeks ago, I believe some measures have been implemented. We now have employees wearing masks in situations where they're directly facing the public. I think there are some other things we could do to assure the residents without mandating anything that we should at least consider. For example, one might be signs on the door as currently there are none. We could strongly encourage everyone entering the facility to wear masks. That's one thing we can do that's least intrusive as possible. Another we might do is assure residents that although, I assume we're not doing contact tracing or people signing in anymore, if a resident should notify us that they have been exposed to COVID, we could send out an e-mail blast to let the community know so they could be tested. Again, it just assures individuals with different levels of risk. We don't know what everyone's personal situation is. I think we should be willing to at least communicate that to allow them to do what they need to do. Those are two examples. Others might have others. I just wanted to put it out there on the table.

Mr. Howison: Are we still sanitizing as we were?

Ms. Wells: We have changed our cleaning procedures to include using a sanitary agent on our floors. They're mopped daily, the high traffic areas. We did install hands-free soap dispensers and we're sanitizing once daily high-touch surfaces. I think at one time when it was in the height of it, we were sanitizing every two hours. We're not sanitizing every two hours, but we are sanitizing high-touch areas daily and mopping with antibacterial, or actually I think it's an antiviral agent in the floors and also, the air purifiers that are installed.

Mr. Costello: One of the things that at the church that I attend, several months ago, there was a sign as you walked in, "Masks required beyond this point." They changed it to "Masks recommended beyond this point." I think we're at a point where this with the

masks where I think there are a lot of people, they're beyond wearing masks at this point. The only thing we can do is we can recommend it and it's going to be up to the individual. As we heard in the beginning of the meeting, people are coming in here from the outside. How do we even begin to control that? We can't. Exactly. The only thing is that we can recommend, but I just don't think we're at a point right now where we can bring it back as mandatory.

Ms. Burns: The Governor's order has tied our hands on that. We cannot mandate the masks. We don't have that option.

Mr. Costello: We can always recommend it though.

Ms. Burns: Yes. Correct.

Mr. Plummer: Other comments?

Mr. Howison: One more question I have. Before an event in this ballroom, an outside event, do we do anything special in terms of sanitation after that?

Ms. Wells: We do. We have a professional cleaning company that comes in after every non-resident ballroom rental. We have a list of cleaning procedures that they have to do and they use a peroxide-based cleaner, and they sanitize the ballroom area, the hallways, the restrooms in the hallway, as well as restrooms in the back here. Basically, every area where they could be or non-residents could be in.

Mr. Krumrie: Christine, not to change the subject, but maybe it brings me to the question of, what's the net revenue on a ballroom rental once we subtract cleaning and other costs?

Ms. Wells: Cleaning is at most, I believe, \$200 that they charge us for the cleaning. We actually have a really good plan with them.

Mr. Costello: Is that passed along to whoever is renting the hall?

Ms. Wells: It is not, because general janitorial clean up has historically been included in our room rental, so we include it. Now, if it does go over the 150-\$200 cleaning fee, we do take that additional out from the damage deposit.

Mr. Realmuto: Our net is still very significant from the ballroom rentals.

Ms. Wells: Yes.

Mr. Plummer: What I'm hearing here from the Board members is, I believe signage for recommending wearing masks is the only addition from where we are today.

Mr. Realmuto: We can get creative with that, but I definitely think we should recommend it. You can even encourage it. How there's subtle ways like help protect your neighbors, whatever.

Mr. Costello: The problem there is, this has been going on for over a year now and people, I'm telling you right now, I think that a lot of the people, as I looked at, I do see a couple of masks out there. But the majority of the people are masked out. We can recommend it. People are either going to take the recommendation or they're not. It's going to be their choice.

Mr. Plummer: Exactly. The only addition is some signage.

Mr. Realmuto: The one other thing I think people should be aware of is, my concern is high-density events. I'm thinking of the entertainment series where we're seated shoulder to shoulder, and at the very least, I just wonder if residents knew what we were planning on doing for that. We have the ticket sales upcoming, or perhaps announcements going out before the next meeting, I think, if not shortly thereafter. So I wonder if we want to put people on notice that we reserve the right to change the requirement based on conditions. What I think I heard is that we might not be able to. That surprises me and certainly there are other municipalities that would disagree with that. But if we were to consider a mandatory requirement anywhere, I would think it would be in that situation. This may affect ticket sales, right? They may be people who choose not to renew their purchases because they don't want to be placed in that situation, as well as vice versa. People that won't come, they'll buy the tickets if you're going to force them to wear the mask. I don't think we can make a decision on that at this time, but it's something we need to evaluate when we're there.

Mr. Costello: The only thing that there is, Jan, I believe you said that the governor said we can't require it. So we can recommend, but cannot require.

Mr. Realmuto: There are several schools districts in Florida that might disagree with you.

Ms. Carpenter: There's lawsuits pending, so we don't want to join that group. Let's see where they come out first.

Mr. Costello: The other thing is the entertainment events are still a few months away, I realized ticket sales are going to be quicker. The whole situation could be different

by the time that those particular dates get here, so we may need to make some decisions closer to the dates and we are now not knowing what the conditions will be.

Ms. Carpenter: It is very fluid. With that in mind, you might want to delegate to one of the Board members the ability to change things if the CDC or the governor change their requirements.

Mr. Plummer: I think we've already done that.

Ms. Carpenter: Okay, good. Just wanted to make sure you are still happy with that.

Mr. Plummer: Happy? Not sure happy is the term that I would use. I accept the challenge. Do we need a vote on the change in signage or not? We can direct staff to just put some signage up. Any other discussion on COVID? Hearing none? Okay. We need the public hearing now on the resolutions.

B. Public Hearings

i. Public Hearing on the Adoption of the Fiscal Year 2022 Budget

Ms. Burns: I will just state for the record that the public hearing was advertised in the paper for Florida Statutes. We also send out a notice to all property owners within the community, so we just need a motion to open the public hearing to start.

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

Mr. Plummer: Steve motions, Lloyd seconds. The motion is to open the public hearing for the budget resolution.

Ms. Burns: I will also state for the record that the budget was sent to the county at least 60 days prior to this public hearing date. So we can open up for any public comments. We'll start with the Zoom. This is on the adoption of the Fiscal Year 2022 budget. Any public comments via Zoom? You can use Zoom's Raise Hand feature to be called on. Seeing none, we can open it up to public comments from anybody in the audience.

Resident (unidentified): I would like to have you consider a fee charged on your annual budget for the support of the dining room to amount to \$10 a week. They can use it or they can lose it. I would like to see you think in those terms. Thank you.

Resident #2 (unidentified): I'd like to see you not think in those terms. I think a restaurant needs to earn its own keep. You need to be motivated to go. Anything that you decide would only apply to half of the community, and I think that's going to cause an issue if you try to do something like that at this time. Thank you.

Mr. Plummer: Any other public comment? Moving along.

Mr. Realmuto: Can you just briefly address the public comments before we move on?

Mr. Plummer: Sure. No reason we cannot do that.

Mr. Realmuto: Indulge me for less than 30 seconds. It's my understanding that to increase the assessment, basically that's no longer an option at this point in time, so the soonest that could be done is next year, just to make sure everyone understands the logistics there.

Ms. Burns: We are tied to the overall amount that was sent for the O&M assessment, which is the increase in \$94 per lot. We couldn't increase beyond that. Now, we could adjust different categories and move items around, but we could not move beyond that notice amount that was sent to all residents.

Mr. Krumrie: Should we move the restaurant budget around at this point? I think we've said that we adopted a budget of \$110,000 or something, right?

Mr. Realmuto: I was going to get to that. There were numbers in the budget that was sent out that need to be adjusted based on what we just adopted and said for the restaurant, those numbers feed in. I can talk about that very briefly, I actually have the spreadsheet in front of me.

Mr. Plummer: But before we do that, we need to close the public hearing.

Ms. Burns: We could vote on the resolution and close after the vote or close now, it's entirely up to you. We can close it now if you would like.

Mr. Plummer: I'd say let's close the public hearing and finish the other part. Do I have a motion to close the public hearing?

On MOTION by Mr. Realmuto, seconded by Mr. Krumrie, with all in favor, Closing the Public Hearing, was approved.
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a. Consideration of Resolution 2021-06 Adoption of the District's Fiscal Year 2022 Budget and Appropriating Funds

Mr. Realmuto: Now, we can go into the discussion and the vote. Well, just lead us off with the decision we've already made to close one day a week affects two numbers in our CDD budget. One is on the revenue. The restaurant retail sales line would change to the amount that's in the restaurant budget of \$865,535. Of course, the corresponding change is essentially the expense line item, so this would be near the bottom of expenses, just above the total maintenance. Two lines up is restaurant operations. That number would change to \$194,291. Of course, all of the other subtotals we didn't carry forward and things that are adjusted appropriately. Those aren't the only changes. I believe Christine had some others for us that we need to make. I could point out the restaurant related ones. As you see in that budget, that transfers responsibility for two of the lined items that had been in the restaurant budget. Those are the China or smallwares at a cost of \$7,400, and the repairs and maintenance for \$10,000. That's a total of \$17,400. That needs to be added into the amount that we have in the budget for the line item, repairs, and maintenance dash restaurant. We had \$5,000 in there. I believe that needs to be increased to the \$17,400. That item would increase by \$12,400. If you look at my analysis, it has all of this in the comments, I've anticipated this. If we want to keep the funding for the clubhouse overall consistent, which was as total of \$110,000, we would need to reduce the repairs and maintenance dash clubhouse to \$57,600. I don't think there was anything special about that number that was there, I think it was at \$70,000. That was just basically \$110,000 minus the breakout items below it, again, as I say in the comments. I don't know if there's any discussion needed for that.

Mr. Plummer: You're not changing the bottom line, you're moving it around.

Mr. Realmuto: I'm trying to keep it the same. Yes. Other than the restaurant expenses which go down, so they improve the situation.

Mr. Plummer: Further discussion?

Mr. Realmuto: That's just the restaurant changes. I believe Christine might have a few others some of which I noted, and I put it in orange here. For example, the landscape maintenance contract because of the addition. I did ask her about all the landscaping costs into the contract, so we're not surprised by one-off costs. Well, why don't I let Christine take it from here.

Ms. Wells: Yes, you're right Steve. I have two changes. The first one to suggest would be the landscape maintenance. We did add the installation of annuals three times per year, that would be \$5,400, which is \$1,800 per change out. Rolling that into the landscape contract, then they had a 2% increase which would make that total \$194,514.

Ms. Burns: State for the record that the threshold to bid that is \$195,000. So even with those increases, we are under the amount where we do not need to rebid.

Ms. Wells: Any questions on that line item? The other one would be the pest control line item, and the difference would be, I did a breakdown of the pest control. Right now for the clubhouse and gatehouse, we pay \$195 per month, which is what you see in last year's budget of the \$2,340. Well, actually, I don't believe it was this last fiscal year, but the fiscal year before, and I think it was just miss this last fiscal year, was we added, we'll call it the BB preventative treatment, for the bed bug preventative treatment that we added at \$145 per month, which was a total of \$580 annually. We also have added restaurant pest control at \$110 per month for \$1,320 annually, which brings the total pest control to \$4,240. Since then, we also acquired a pet play park, which we need to do regular fire ant treatments. Country Boy who does our pest control offer to do it six times per year, which would essentially be every other month, for a total of \$450 at \$75 each time they come out. If we do add that, then it would be a total of \$4,690 for that budget line item. Just to be clear, \$4,240 is what we currently are spending on pest control yearly.

Mr. Plummer: Just watching the two on their laptops make the changes.

Mr. Realmuto: Again, this is going to affect all the other numbers I see. Jillian was also keeping up. Between the two of us, I'm sure we've got them. We're talking about the general fund budget right now so I don't have anything else additional on the general fund. Does anyone else have anything?

Mr. Plummer: Do you have anything else on the general fund?

Ms. Wells: I do not. I just wanted direction if the Board wanted us to move forward with the every other month fire ant treatments of the play park at \$75 per treatment for a total of \$450 for the year.

Mr. Plummer: We do want to move forward with that, correct?

Ms. Wells: That line item would increase to \$4,690.

Mr. Plummer: Right, we don't need a specific vote, just increase the line item.

Ms. Burns: We can just increase the line item and then if we wanted to approve the actual quote when we were ready to do that, we would just do that.

Ms. Wells: Steve, I did have one question and I'm so sorry I didn't get to you before this. The increase of the \$12,400, the repairs and maintenance, I know \$10,000 was taken from the restaurant. What's the additional \$2,400? Just so I know what gets quoted there.

Mr. Realmuto: I went at it a little bit different. We had had \$5,000 in there under that item. We added \$17,400. \$17,400 minus \$5,000 is \$12,400.

Ms. Wells: Is there anything big from the smallwares that was taken off the restaurant budget? Is that being added to this line item here?

Mr. Realmuto: It's being added to that line item there because that's the only one.

Ms. Wells: Okay. I just wanted to know when things come and how to quote it, so I didn't know if it was capital or not.

Mr. Costello: One of the questions I have maybe you can answer is the tax abatement on the restaurant. Have we heard anything?

Ms. Burns: Nothing yet.

Mr. Costello: That is money that's going for the restaurant again, not only that, in our budget, we also have I think \$15,000 per desk. You're talking about \$28,000 there that you should realize.

Mr. Realmuto: Actually, Mike, I did it in my own notes. I added this all up and for the ones I can quantify, in addition of what you've mentioned, we have the pest control. These are just for the restaurant now, of \$1,320 for the restaurant. The refuge, the garbage pickup increased by \$3,000, \$960 for the phone, and as well as other expenses like electric, water, internet, other utilities. Bottom line is just the ones that you can quantify add up to almost \$51,000 and that's before you look at what we're proposing and the capital projects funds, the restaurant projects, and the capital project funds total over \$73,000. That's a total of \$124,000, basically. The CDD is expending out of its budget, that's outside of the restaurant operations budget.

Mr. Costello: Do we want to take some of that money? I mean, we're looking at in the end. You're saying it's \$73,000? Total \$73,000 plus the \$110.

Mr. Realmuto: Plus the \$51,000 and other.

Mr. Costello: Plus the 51, you're talking a lot of money for that restaurant.

Mr. Realmuto: It's \$124,000 plus the restaurant budget.

Mr. Costello: I'll be the first one to agree that I don't know who designed or who did the decorating in that restaurant and I'll agree that it's not what I would have ever done, but by the same token, do we need to move forward with all of these projects at this time? As a matter of fact, the awning, I think we only have one price on it. Why don't we have two or three? Why are we not seeing competitive bids on that?

Ms. Burns: Including these in the capital projects list does not obligate the Board to do those. Those are not approved until we have multiple quotes and bring them to the Board. If you're using this as a wedge for projects that you intend to do moving forward and decide six months down the road, you don't want to do the awning just because it's in the budget and capital per this budget. It does not obligate you to do that. Those were the list of projects that the Board decided on at the workshop.

Mr. Costello: I've realized that. I realized that the only thing there is the fact that if you read, going back to the proposal that Metz gave us, it was in the other paper. They're saying that they had a 36% increase in food alone, I believe it was. I mean, we know that quite honestly with the price of fuel being where it is and everything else, that we're going to see inflation over the next year or so, that's going to be quite substantial. We want to put the money in the right slots.

Mr. Realmuto: I just want to point out as the budget currently stands. Again, we have the \$124,000 plus the \$110,000 deficit for what? That's \$234,000 that we're currently budgeting for restaurant expenses. We should be aware of that. With regard to the capital budget, I think Jillian mentioned these are things we've decided to add at the budget workshop. Actually, quite a few of these were added after the budget workshop. They were proposed by Harry in a subsequent meeting. Given where we are financially, I agree that we should reduce those. I don't think we should contemplate spending that much, close to a quarter-million dollars on the restaurant that is projected to continue losing money. In particular, even if you don't agree with that, there's one item here that by now I believe is a duplicate. There's four capital projects. This is from the capital project page of the budget. The very last one, restaurant equipment for \$15,000. We've essentially put what the restaurant budgeted, which is 10,000, into the general fund budget so I believe we should be able to remove the restaurant equipment line item and

not really change anything. So the very least I would propose basically deleting that line altogether because it's covered under the general fund.

Mr. Plummer: I think the thing we need to take away from this is that, as Jillian explained, that the capital projects that we obviously figured on in that budget hearing are not necessarily something that is a given. We have to vote on those at the time and if we don't have the money there or we don't want to do it, we don't have to complete those projects. They were a foresight of what could be done, but not what has to be done.

Mr. Costello: The only thing there's the fact that if we do it now as projects come up that are needed where money was taken away, we're not going to have to be playing games with moving money around in order to find it. Am I right or wrong, Steve?

Mr. Realmuto: I think you're absolutely right. I mean, it can go the other way too if those aren't in the budget. The reason being to give preference to needy items like road repairs and we're doing really well, we can decide to tackle one or more of these. I don't know that we're all going to agree on this, but I'm going to keep it simple and throw it out there. I'm going to make a motion that we remove the four restaurant projects from the capital projects fund budget. All of them. That's decreasing it by \$73,250.

Mr. Costello: I'll second the motion.

Ms. Wells: Steve, I just wanted real quick to say one thing. The \$10,000 that was taken from the Metz budget I believe was for repairs of equipment and the part that's in the capital is for replacement of equipment. I just wanted to make sure you guys knew that. The \$10,000, I believe, was put in there for repairs of the current equipment.

Mr. Costello: A big part of the problem when you look at these budgets is the fact that you've looked at the restaurant budget, and then it's duplicated in our budget. I mean, a person would have thought that we were going to be spending \$110,000 for this restaurant. You come up with a figure of what, \$234,000, did you say?

Mr. Realmuto: Yes.

Mr. Costello: That's better than double of what we were looking at.

Mr. Krumrie: I'm not sure how we got to \$234,000, but I'd be glad to discuss that. I understand. We're at \$110,000 for operations. When you look at those items in the restaurant, for example, the awnings, \$38,250. We're talking about extending the awnings so we can increase our capacity in the restaurant. Because you're talking on one side of

your mouth, you say, you want to increase revenue, on the other side of the mouth, you want to talk about things that restrict us from increasing revenue. In this case, we wanted to add awnings so that we can get more people eating outside.

Mr. Costello: I'll agree with you that we do want to do whatever we can in order to increase revenue. The problem being is how we're going to recover the money that we spent.

Mr. Krumrie: The whole thing just makes no sense at all. Some of those items in there are going to be recommendations from the restaurant redesign group and there could be things that saves the restaurant money. For example, glass tabletops. Right now we're spending money on tablecloths. I can't remember the exact number, but a substantial amount of money. Some of those things have a payback. One of your favorite terms, Steve, was payback.

Mr. Realmuto: Or return on investment. I want to point out to you, Harry, that's already in the budget. I'm assuming we're doing those things because that's what the restaurant budget we just approved is predicated on. That's why the laundry costs went down.

Mr. Krumrie: Well, they went down, but you're going to have a bare table.

Mr. Realmuto: Understood.

Mr. Krumrie: I'm not sure that we all agree that we have a bare table.

Mr. Realmuto: The cost for whatever they want to do I'm pretty sure could be covered under the smallwares or repairs and maintenance. That's why those items are there.

Mr. Krumrie: You're sure of that? I'm not sure.

Mr. Realmuto: You also said that you are not sure where the numbers come from. The \$234,000 is the deficit of \$110,000 plus a total of \$50,680 in the general fund budget, and I will hand you a piece paper that itemizes those, plus a total, and you see it right here in front of you in the capital projects funds, a total of the four restaurant projects add up to \$73,250. You add those two up and it's \$124,000 rounding. Here's the itemized list of where those come from. I think we had a motion that was made and seconded to delete those items from the capital projects fund.

Mr. Costello: One other question, insurance. I know that prior to Nini's leaving, we had to go out and get insurance on the liquor license. Do we still carry that?

Ms. Burns: We have always had insurance that covered the District. We've got an additional policy when they did not renew their liquor license, that additional amount was canceled when Nini's left.

Mr. Costello: Okay. Thank you.

Mr. Realmuto: Mike, in addition to that, we are charged in the restaurant budget for that license. So it's their license we paid for in the budget.

Mr. Costello: The reality of it is the restaurant budget should come into our budget as two items, what's going in and what's going out. You have to read back and forth in order to figure out \$15,000 in cooking gas. Different items that we're paying out of our thing, and it's not showing up so we're not getting a true reading of what this restaurant is actually costing.

Mr. Realmuto: Mike, I agree that we need to keep it in mind in fairness to the restaurant and way of looking at it. I guess the way I look at it, and I find myself in the position. This may surprise Harry, but I'm supporting doing it that way because I think all of our residents do consider the restaurant an amenity, so the kinds of things we're paying for are analogous to what we do for the other amenity.

Mr. Costello: I am not saying in any way, shape, or form that the restaurant shouldn't be opened. It should be. The only thing I'm saying is we need to get a handle on what it's actually costing us and we're not doing it when we've got half of it in one budget and the other half in the other.

Mr. Plummer: Historically, the items you're talking about were always paid for by the CDD and not by the persons that were running the restaurants, so what you're getting is a reflection of what they would have been and previous owners in the same situation.

Mr. Realmuto: More or less, usually they paid rent after a year.

Mr. Costello: Historically, we never had to pay any bills other than the gas for the for the restaurant and the tax. We didn't pay them the difference between what came in and what went out.

Mr. Plummer: We paid the electric bill, the gas bill, the trash bill.

Mr. Costello: We're going to continue to do that. That's going to be because the utilities were never separated when the building was built.

Mr. Plummer: That's what Steve's suggesting, is that it is considered an amenity as it was from the very beginning. Those items haven't really changed. It's been long enough. I forget what the motion was.

Mr. Realmuto: I believe I made the motion. Mike seconded to Jill.

Ms. Burns: That's right, it was a motion by Steve and a second from Mike to remove the four items that related to the restaurant from the capital reserve budget.

On MOTION by Mr. Realmuto, seconded by Mr. Costello, with Supervisor Plummer, Supervisor Howison, and Supervisor Krumrie opposed, Removing the Four Items that Related to the Restaurant from the Capital Reserve Budget, failed 2-3.

Mr. Plummer: Even though they're still in the budget, that does not mean that those have to be exercised and done if the option is there to do it.

Ms. Burns: That's correct.

Ms. Wells: There was one thing I forgot on the pest control, I'm sorry, Bob. With the gas being separated by restaurant, and I believe there's some older repairs and maintenance, did the Board want us to separate it out on the budget to say pest control clubhouse, pest control restaurant or just combine it all into one?

Mr. Plummer: I think combining it is no different than what we've been doing.

Mr. Realmuto: I don't want to belabor the point. There is the one item that I believe is an overlap and should be changed, and that is the restaurant equipment items so I would make the same motion for removing that.

Ms. Burns: We don't need a motion on every single change unless there's opposition. If it's a discussion item and everybody agrees, I think we can go back and forth on motions on every item all day. So if we want bring up this discussion, if we get some kickback, then we can go to motions.

Mr. Realmuto: This is my last one, if that helps. Can we just ask if there's anyone else in support of removing that item because of the overlap.

Mr. Krumrie: This is for replacement of restaurant equipment, right? Exactly. The other one's for repairs as I understand it. If the pizza oven breaks, we have to buy a new one and it becomes a capital budget.

Ms. Burns: If the freezer broke even when it was under a lease, we had to replace the freezer and those kinds of items. I think this is just the long-standing plug for replacement of that.

Mr. Plummer: In my opinion, I am not sure it needs an adjustment at this point.

Mr. Realmuto: Okay, I'll drop it then.

Mr. Plummer: Okay. I believe we are at the consideration of Resolution 2021-07 which imposes the special assessment or the assessment amount.

Ms. Burns: We actually have not approved Resolution 2021 - 06 adopting the actual budget as amended with the changes discussed, so that would be our next motion.

Mr. Plummer: I'm a little ahead of myself.

Mr. Realmuto: I'll move that we adopt it. Do we have a motion to adopt Resolution 2021-06, which is the District's budget for 2022. Do I have a second?

Mr. Howison: I'll second.

Mr. Plummer: The motion by Steve and second by Lloyd. Any additional discussion? If not, those in favor, signify by saying aye.

On MOTION by Mr. Realmuto, seconded by Mr. Howison, with all in favor, Resolution 2021-06 Adopting Fiscal Year 2022 Budget, was approved, as amended.

**ii. Public Hearing on the Imposition of Operations and Maintenance
Special Assessments**

**a. Consideration of Resolution 2021-07 Imposing Special
Assessments and Certifying an Assessment Roll**

Mr. Plummer: Moving on to Resolution 2021-07 which deals with the assessments.

Ms. Burns: Just to note for the record that we placed the advertisement for this public hearing in the paper and also sent the mailed notice to all property owners within the community. We can go ahead and take a motion to open the public hearing and then I'll just give a brief explanation of what this resolution actually does.

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

Ms. Burns: What this resolution does, because that may impact if somebody wants to actually come up and give a comment or not, this resolution imposes the operations and maintenance assessment based on the budget that the Board just adopted. It imposes that amount along with the debt assessments that were previously levied by the District so that we can send the amounts noted in the budget to the property appraiser and tax collector for the upcoming year. That's all that this does. Any public comments?

Mr. Realmuto: In brief, what it does is increase your assessments by \$94 a year.

Mr. Plummer: That's what I was going to say. We need to assign a number to that.

Ms. Burns: Yes. It's the amount listed in the budget.

Mr. Plummer: It increases by \$94 from last year's budget and the total this year is \$1,969, and that is the operation and maintenance budget. If there's anything on Zoom wanting to speak to this in the public hearing?

Ms. Burns: I see no raised hands.

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

Mr. Plummer: Now we can vote on Resolution 2021-07, which is the assessments. I need a motion.

On MOTION by Mr. Howison, seconded by Mr. Costello, with all in favor, Resolution 2021-07 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

Mr. Plummer: Would you like a five-minute break? Let me rephrase that. I would like a five-minute break. We'll resume at 11:30.

**The Board returned after a five minute break.*

C. Consideration of Resolution 2021-08 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2022

Mr. Plummer: Okay, we'll reconvene. The next item on the agenda is under 7C, consideration of Resolution 2021-08 is designation regular monthly meeting date, time, and location for Fiscal Year 2022.

Ms. Burns: This contemplates the same schedule, which is the third Monday at 9:30 a.m. at this location. I will note that January and February due to holidays have been adjusted. Normally, we adjust it up. Christine and I talked and we actually moved it back a week, so it's the fourth Monday. The reason is with moving it up, it was still pretty close to the new year. The other one fell on Valentine's Day. I don't know that anybody cares about that, but maybe everyone has great Valentine's Day plans, so we actually adjusted that back a week. Other than that, it's the same schedule.

Mr. Plummer: Any discussion? If not, I'll entertain a motion to accept the proposal for the monthly meetings.

On MOTION by Mr. Realmuto, seconded by Mr. Costello, with all in favor, Resolution 2021-08 Designating Regular Monthly Meeting Dates for Fiscal Year 2022, was approved.

D. Consideration of Pool Maintenance Contract Review

Mr. Plummer: Item D, consideration of pool maintenance contract review.

Ms. Wells: The current agreement for pool and spa cleaning service for the District is included in the agenda packet. I did receive a 2022 proposal. I believe I already presented this a couple of months ago when we were talking about the budget. They do have a 5% increase so the monthly amount will go to \$1,312. We did take off the fountain maintenance, which saved the District a little over \$200 a month and Yellowstone has assumed that in their contract. I did have them add the dumping of water refilling and balancing of the spa every first Thursday of September, December, March, and June at no additional charge, so the final amount \$1,312 per month, and if the Board has any concerns with pool maintenance, we think this is a time to talk about it. We would adopt the new proposals or the new agreements in September's meeting.

Ms. Burns: I can tell you as far as the increased amount is, that's noted. We're seeing that across the Board mostly due to rising chemical prices of chlorine and some other issues. It's pretty consistently been that amount on other districts as well.

Ms. Wells: They didn't do an increase last year.

Mr. Plummer: Questions? Comments?

Ms. Burns: We're just going to bring back the revised contract for approval at the next meeting.

EIGHTH ORDER OF BUSINESS

Monthly Reports

A. Attorney

Mr. Plummer: Okay. Monthly reports. Attorney Jan.

Jan Carpenter: That was a very quiet month. I think I submitted responses to the questions. One question was when bonds can be renewed and as expected, there's a 10-year redemption period, which means they cannot call the bonds before May 1st, 2025 so we've got four more years before you can refinance again. That was about it this month. Any other questions?

Mr. Plummer: Anything for Jan?

Mr. Realmuto: I just wanted to thank Jan for providing the answers to the questions we asked.

Mr. Plummer: Okay. Thank you, Jan. Right to the point and quick, we like that. Alan, engineer's report.

B. Engineer

Mr. Rayl: As many in the community probably have noticed the work was done to repair the pavers on the inbound drive. The work was completed. Friday, we took a look at it. It wasn't actually satisfactory. When the crew left and we got with the contractor, they had a repair made and I looked at it before meeting this morning and I think everything looks good. It's restored back to a more uniform profile. The pothole is gone. The broken pavers are gone. Next, that same contractor is going to move into the pavement repairs this Board authorized. There's nine locations in the community and you'll start seeing them on Wednesday of this week going through those locations. They're going to stay on until they've got all of those complete. After that, they're scheduled to work on the pond

flumes and I think what we'll do is we'll take look and see if the conditions are appropriate for that right now. The lake levels are high at this time and if some of this work that was contemplated is now underwater, it would cost more to do. These aren't imminent safety things that need to be taken care of and I think we'll evaluate them with respect to lake levels if it's to our benefit to hold off a little bit until water levels come down then we'll bring that back to the Board to let you know. Speaking of lake levels, every time I'm in the community, I read the Lake Ashton staff gauge just to have a good set of data on that. As I said, the lake levels are up right now. We're in the peak of our rainy season. I wanted to just bring everybody's attention that even at the high stage they're at now, we are almost a foot lower than we were at this time last year and we all know what that's due to. Lloyd asked me about the bridge builders. That was the company that we spoke to about coming out and taking a look at our bridges, their conditions, and giving us some recommendations. We've stayed in contact with them. They're extremely busy and booked all through the rest of this year so they're going to be referring one of their firms that they partner with to assist us more quickly than waiting for them to make it here in 2022. I'll bring that back to the Board when we get a date, we can schedule that and maybe we can include the Supervisor too to attend that. Then lastly, we're still in communication with Green Star Diesel on the container and the issues surrounding it. We were under the impression that there was a leak in the container. They thought it was an overflow of the container and we're trying to get to the bottom of it. In the end, I think that pavement will have to be replaced. I think it's deteriorating from the effects of that oil. But beyond that, we're not closer yet to the determinant call of what happened. That's all I have for the Board today.

Mr. Plummer: I may have missed it. The repair of inbound Ashton Club Boulevard, the cause of that?

Mr. Rayl: Well, we had thought it was leaking in an irrigation line that may have been below the pavement section. We didn't find that to be the case. What they did find were some buried sprinkler heads in the island nearby, that when that part of the irrigation system would come on, the water was escaping out to the surface. There was an influx of water being pumped into that area. It's not as directly relatable to if you had a leaking line up beneath, why you would see base material coming out through the pavers and a

softening of that base. It's possible that water from those irrigation heads could have worked its way down to that location. It's just not as easy to connect those dots. They did recover three or four irrigation heads or something like that that were below grade, that were restored to both grade. So if they were related to causing the problem then, that's been addressed, but there just wasn't any direct indicator why that happened, where it did the way it did.

Mr. Plummer: Those heads that were found to be below grade, had they gotten there over the course of time or were they installed incorrectly?

Mr. Rayl: I didn't see them personally, I just saw photos. I was under the impression that it's grown over the years. Do you agree with that?

Ms. Wells: I believe they told us it was down like a foot under the ground.

Mr. Costello: You're saying that came from the island?

Mr. Rayl: In the median.

Mr. Costello: In the median.

Mr. Rayl: Yeah.

Mr. Costello: Yeah. When you said the island, I'm thinking that I don't think the water's coming over from there.

Mr. Rayl: That's right. In the median, yes.

Mr. Howison: This is for Christine or Matt. Do we know whether Yellowstone will be going out and doing any kind of inspection to identify other potential sprinkler heads that are buried? I guess the question that should preface that is, do we have good diagrams of where those sprinkler heads ought to be? Is there documentation?

Ms. Wells: I asked this question. Dana is actually here now because, obviously, when we found out what was wrong with it, we wanted to figure out how we can prevent this from happening again. With it being in a foot and a half down on the ground, I don't know if they would have noticed it when they're doing the irrigation inspections. I asked him if we had any maps of where our sprinkler heads are. I do not have one and he does not have one. I'm not sure if one exists and if it does, neither one of us have it.

Ms. Burns: We use the reporting for the minutes, so sorry, and the people at home can't hear you.

Mr. Fisher: There we go. We do not have an as-built. Christine and I are looking into it to see if somewhere in the past there did exist one. I went up and looked at what they found, and for whatever reason, there's five sprinkler heads on that tip of that island head. The one that was submerged is on the tip where there aren't any others. There were two sprinkler heads on one side, two sprinkler heads on the other so the island itself was getting coverage. Nobody knew there was a fifth. I don't. Who knows how long it had been underneath there? The other ones, it is as much time. They're six-inch sprinkler heads so it's not like in your yard with the donuts. As long as there's enough pressure to push them up and down, most of the time, you can't see them. Most of the time, you don't want to see them. Usually, when you do see them is because they're getting stuck up and somebody's going to hit them.

Mr. Costello: Here's the question though, how many more are buried in or potentially going to cause the same problems that this one did?

Mr. Fisher: Hopefully, zero.

Mr. Costello: Hopefully?

Mr. Fisher: Now that we know that there was actually one on that tip, it is something that we can at least go back and look at the other islands, and we will. I'll have the crew out here, and what we'll do is check the other tips and see if that was the way it was installed, if that was how it was designed. There could possibly be others that have been lost from the past, and we'll try to avoid that issue.

Mr. Realmuto: What I hear you saying is that you're going to go out and find, identify the locations of all the sprinkler heads?

Mr. Fisher: What we've talked about is, I am not going to give you a GPS map and it might not be this month. Most likely it'll be a winter project. But we'll do right away to make sure that we're not missing anything like that to cause an immediate issue, is we could check the islands, the tips of the islands to make sure that we're not missing something. What we will do over the winter time is create a map, zone by zone and how many sprinkler heads there are per zone for everybody's benefit.

Mr. Realmuto: My question is, once we've identified them, whose responsibility is it to keep them clear? As we all know, sprinkler heads can grow over and this is starting to get exaggerated. I was out there and also observed. I don't think they're a foot and a

half below grade. Six to eight inches might be closer to the measurement. It's like I walked uphill to school both directions. Anyway, I just want to be sure that somewhat we identified whose responsibility is to keep them clear and what we're going to do to prevent this from happening again like marking the locations, especially at the problematic ones, things like that.

Mr. Fisher: Absolutely. I mean, and that becomes the pluses and minuses of St. Augustine is it gets that beautiful, nice, thick layer that creates a nice edge. The problem is the higher that gets, the lower the sprinkler gets, and at some point, you have to either put bigger sprinklers in or raise bump.

Mr. Realmuto: What I think I hear you saying is that Yellowstone is going to be responsible for maintaining those and checking them on a regular basis. Thank you.

Mr. Plummer: I think that answers the question.

Mr. Rayl: I forgot. I had one more thing for the Board. On Ashton Palms there's a pothole on Ashton Palms and also curb line failure on Heath Land Lane that was pretty significant that we've asked the contractor that's out here doing this pavement work to get us a number on those as well. We had to get some additional survey work on that inlet to see how far down the curb line we'd have to go to resume gravity flow back down there. That was delayed too. We could take some survey shots. I'll have a number on those to bring to the Board that next month's meeting. We've got our survey work in between last meeting and this. That is all I have unless you have any more questions.

Mr. Plummer: Anybody have anything for Alan? If not, moving on to the community director's report with Christine.

C. Lake Ashton Community Director

Ms. Wells: The Community Director report was included in the agenda packet. I just want to touch on a couple of things. We do have a Rock the Block event, which is the first of its kind. We're bringing outdoors in, nothing too crazy, but it's going to be a lot of fun. It is a free event. We were able to get sponsors to make sure that was a free event. There's also a listing of activities. Next week starts our camp Lake Ashton, so I know Caroline is busy getting that done. We just had the Cheeseburgers in Paradise event this past Friday. Everyone had a great time, and commented on how great the food was, how

fun the event was, and commented on the decorations. I told Caroline to go crazy and she did and it was successful. Moving on, I know you guys talked about the 2022 entertainment series. Dates for the 2022 entertainment series and ticket on sale dates will be distributed in a September newsletter. At October newsletter, we'll let you know what the events are. That way you can go ahead and start marking your calendar for those events. We do have two events that were not part of the 2022 season ticket. Doo-Wop reunion, March 3rd, 2022, and celebrate April 1st. We also have bus trips coming up. Holly will be here in October to give us more bus trips. Let's see. Oh, starting off at camp, Lake Ashton, we're doing a free pancake breakfast next week, I believe we've sold out on that. There will be 50 people enjoying a pancake breakfast from Ashton Tap & Grill. Then they also are going to be part of our camp Lake Ashton doing grill packs. When it comes to the newsletter, we have received a lot of great feedback about doing electronically and just having a paper copy available at the clubhouse and HSC to pick up. We want to continue that through November just because hurricane season goes through November, and it's the time where we have not many volunteers available. Then we'll reevaluate that time if it's something that the supervisors want us to continue with or go back to delivering the newsletters to residents. The distribution for the September newsletter will be September 1st. Also, I would just wanted to point out that the offices will be closed on September 6th for Labor Day. The clubhouse will still be opened, but activities desk, club office will be closed, and there'll be no Monday coffee. Then as far as cleaning procedures, I touched on this earlier. All floors will be cleaned with the sanitizing agent daily, high-touch surfaces including light switches, door handles, countertops, we sanitize at least once daily. Also, all tables, chairs and countertops, and amenity rooms are sanitized at least once daily and then we still have sanitizing cleaner available in each room. We also have installed the new hands-free soap dispensers and have added additional hand-sanitizing dispensers throughout the clubhouse. On the project tracking list, we're almost there at the bowling alley. There's just a couple more things to wrap up that, and it's the plants that need to be installed. They'll be installed the second week of September outside by the air conditioning units. Then there's also some minor drywall repairs and painting needed in the kitchen and bar area. The game room chairs have been ordered. They said they would arrive in about 5-8 weeks. The handicap

door opener that was approved at the last meeting has been ordered. Again, I checked with the contractor, they'll be installed as soon as it's received. Let's see. We did have a fallen tree in the conservation area, the property line was marked and Yellowstone cut. Everything else side of the property line from the fallen tree there. Let's see. The stone for the pizza oven has arrived, and I think it's just waiting to be installed. It is installed. Pizza oven project will be complete as well. A couple of the completed projects that we had, the rock was installed on 7/23/21. Again, we've gotten a lot of great feedback from that. It was installed in landscape beds, as well as the main entrance landscape. We had a couple dead queen palm trees that were removed, and then they did the palm tree trimming on the boulevard. We also have renewed our FWC permit. That was actually done on June 17th. I just failed to include it last month. Then also our pool and spa permits have been renewed. There were a couple of things that came up since I submitted the items for the agenda packet and I sent it over to supervisors, I believe, last night. One was about the bowling pins that are in need of being replaced. Alex, who is our technician for the bowling alley recommended to replace the bowling pins, 12 cases, 10 pins per case, including freight. It's \$200 per box of pins, and it would be a total of \$2,400. He's recommending, go ahead and purchase it now, just because short supply that he doesn't know how long they're going to take to get to us. That just helps with the operation of the bowling alley itself.

Mr. Realmuto: How many bowling pins do we need?

Ms. Wells: There's 21 pins per machine.

Mr. Howison: A total of 84.

Mr. Costello: It's 84.

Ms. Wells: When I did bring the option to him of, if we did just 10 cases, that would still leave us with some extra. He was not comfortable with only having four pins extra per machine. I think he'll order whatever we want. I know Steve, I was perplexed as well. I guess he wanted a greater supply.

Mr. Realmuto: That would give us 16 spare pins, they're not allocated to machines. Yes, it breaks down to an extra four per machine. Plus, we have any that can be salvaged from the existing 84 we're using. They might look as new, so I do agree with replacing all of them. I'm just trying to understand why we need more than 16 brand new spare pins.

The only thing that could make any sense to me as if we were saving something on freight or 12 was the quantity in a pallet, something like that, where we were saving on delivery costs. But if there's truly only \$100 per case, I don't see why we would go with more than \$100.

Ms. Wells: I think he may be getting extras just because of the breakdown and not being able to get them in time. But I agree with you, I think we could get away with 10 would be fine, and that would save an extra \$400. That would be a total of \$2,000, I think would be fine.

Mr. Plummer: Are these the pins when you throw the ball, the breeze knocks them over. You don't actually have to hit the pin?

Ms. Wells: That's why they're a little bit more, it's included. I just need direction on that. He didn't give me a formal quote basically, sometimes his emails or his quote. I did look online and they're a little bit less than \$200, but he's including freight and I didn't go as far to include freight since I just got it last night.

Mr. Plummer: What's the pleasure of the Board?

Mr. Realmuto: I prefer to go with the lower amount, I think that should last us a long time. I don't see any reason to go with more. Adding to the quantity doesn't change the delivery date, so I don't see the point.

Mr. Costello: The only thing there is that maybe a breakdown where you're getting a better price for buying extra cases and all that. It's not like it's perishable item. Yeah, I know storage is. I agree with all of you there. Storage is a consideration, but behind the alleys, I think there's enough room that we could store.

Mr. Realmuto: Storage is an issue. You say they're not perishable but they can disappear.

Ms. Wells: I will also say I asked him because some of our lanes have colored pins and he is making an order for another company that will get the colored pins that you can just add to that order. I would think 10 would be fine because then we would put some colored pins into each of those, and we'd have even more extra of the white ones available.

Mr. Realmuto: I guess as long as the total price doesn't change, I'd be in favor of reducing the quantity to 10 cases or 100 pins.

On MOTION by Mr. Realmuto, seconded by Mr. Krumrie, with all in favor, the Quote for Replacement of Bowling Alley Pins, to Purchase 100 Pins, was approved.

Ms. Wells: Start it with a low amount and then I'm going to go to the higher amount item. I sent over quotes to the Board regarding the condensing unit that is actually just behind you on the southern end of the ballroom. One of the compressors within the condensing unit is not working. We found this out when we were doing our preventative maintenance that we do semiannually on Wednesday. One of them is not working. It's not completely down because they're just running off the one for right now, but that's not sustainable. They gave us two options. Again, I'll start with a lower option and go to the higher option. The first option is for \$4,595. It's for replacement of the compressor only. Then the next option is \$14,218 for replacement of the entire condensing unit. The condensing unit is 12 years old, so the recommendation from Miller's Central Air was to replace the entire condensing unit. I don't have my notes right in front of me, I know it's a little over \$8,000 that we currently have in the capital reserve for HVAC.

Mr. Realmuto: Given the age of the condensing unit of 12 years, I'd be in favor of replacing the entire thing. Option two would've cost \$14,218.

Ms. Wells: I did want to point out also on that quote, and I failed to mention this in the email I sent to you. They do have an option for an extended labor warranty, which would give you 10 years labor coverage, at \$989. Currently, there's one-year labor warranty that's included in the price, as well as the five-year compressor and one-year parts warranty.

Mr. Realmuto: I don't suppose they offer a 12-year warranty? They time that just right.

Ms. Wells: Yeah.

Mr. Krumrie: I make a motion we purchase the new condensing unit with the warranty, not to exceed about \$16,152.

Mr. Costello: I'll second that.

Mr. Plummer: I have a motion by Harry and second by Mike, to purchase the completed air conditioning unit for the total that we've just given. All those in favor, signify by saying aye.

Mr. Realmuto: Before we vote, I have a question because it says on the invoice, "Extended labor warranty" but the warranty on the compressor is only five years and on the rest of the unit, one year. Does that mean even if we spend that extra \$1,000 for the warranty, we would still have to pay for the parts?

Ms. Wells: I would have to double-check and see. It was for labor only, which is that extended 10 year. I can ask in the mean if it's contingency if we sought with the parts and we don't go forward with the 10 year if they want to be something with that.

Mr. Realmuto: I would vote for this, except I don't think we're going to get our money back. It's going to be worthwhile to buy the labor-only warranty, so I would not be in favor of that.

Mr. Krumrie: I think we can add that later, so I am going to withdraw my motion.

Mr. Realmuto: Okay. I'll make a motion that we approve replacing the condensing unit at a cost of \$14,218.

Mr. Realmuto: Actually now we have two motions at two seconds.

Mr. Krumrie: I believe Harry withdrew his, didn't he?

Ms. Burns: He withdrew his.

Mr. Plummer: If he withdraws that, obviously the second goes with it. The second motion is by Steve and the second is by Harry to purchase the unit without the additional warranty cost. Any other additional discussion? If not, those in favor signify by saying aye.

On MOTION by Mr. Realmuto, seconded by Mr. Costello, with all in favor, The Condenser Replacement with No Labor Warranty, was approved.

Ms. Wells: The last thing I had was a surplus of items owned by the District. The first would be a punching bag in the fitness center. It is severely torn. It's more cost-effective just to replace the whole thing. It's not used very often by too many people. At this time, I would just ask the Board to surplus that item. If it becomes something that people want in the fitness center, then we can look at purchase options afterwards.

Mr. Plummer: It's a punching bag. Is that what it is?

Ms. Wells: Yes, it's a punching bag.

Mr. Plummer: Does it have interchangeable faces with each Board member?

Ms. Wells: That could cover up some of the holes, I guess. Do you want me just to go through the whole list? The next items I'm going to say are the various POS systems that we've had over the years with the restaurant, it's just an accumulation of parts, receipt printers, LED monitors, there's six of those, and then six cash drawers. We don't use any of them currently. When the restaurant came on, we asked if anything would work with their system that they could use. I believe they were able to take a couple and use them, but these items left they are not able to use. That goes along with the wooden tables that are upstairs right now. I did reach out to Annie and asked her if she's able to use any of these tables in the restaurant, and she's not able to. The first one is a round table with a wood base of 44 inch, then there is a square table with wood base and brass feet, 29 inch. Then there's three square tables with metal basis, that was 36 inches and then there's a square table that's 35 inches with a wood base. There's two of those, sorry. Then one rectangle table, 62 by 36, and then a 42 inch round table with metal base, so there's a total of 9 tables.

Mr. Realmuto: The only item I have a question about is the POS system. One of those is likely the POS system that was actually in use, maybe as recently as a little over a year ago by the prior restaurant. Is that not the case?

Ms. Wells: No, the newest one that we have is the Vivonet system which was in use about four years ago.

Mr. Realmuto: What happened to the system in use by the previous restaurant immediately prior?

Ms. Wells: They're just square stands, which we still have. Do you know if that's part of this? Because we purchased square stands, I believe the receipt printers are part of this, but we purchased the stands and they used their own iPad. That's for the system for the last restaurant, which was a square system.

Mr. Realmuto: The receipt printers, do those take up a lot of space? Where I'm going with this is we have a lot of room in the attic, there's a lot of junk up there. If these don't take up a lot of space, I would think there might be some value to those somewhere.

We could either try to sell them or keep them in case a future person running the restaurant finds them and would use them. I don't know that it pays to dispose all of them if there's some value to keeping them.

Ms. Wells: I will tell you, the IBS systems that are up there, there's no value at all for them and no one's going to use those because they're so outdated. I would agree that we could possibly hold onto the Vivonet and the square stands and receipt printers. But I think anything associated with that previous IBS system, at that point, just taking up space. Whether we have it or not, it's just collecting dust.

Mr. Realmuto: I think we'll take your recommendations on those. There's a few of those items you might want to remove from the surplus. Is that what you're saying?

Ms. Wells: Do you know how many? I believe these are four of the IBS ones. Then it would be a total of eight receipt printers and four LED monitors that we would ask to surplus.

Mr. Realmuto: In addition to all the other items.

Ms. Wells: In addition to all of the other items, exactly. I have pictures of the tables, too, if anyone wants to see them. We did trade out what we could trade out. If there were anything better upstairs than downstairs, we did that. They have scratches on them. They're just have no use pretty much anywhere in the clubhouse.

On MOTION by Mr. Realmuto, seconded by Mr. Krumrie, with all in favor, the Surplus of Items, was approved.

Ms. Wells: That's all I had unless anyone had any questions for me.

Mr. Realmuto: I see no questions, thank you. Operations Manager, Matt.

D. Operations Manager

Mr. Fisher: Included in the agenda packet is the Operations Manager's report. To start things off, I just included that we did visit the ponds and the ponds I had listed in the report last month. GC7 has made improvements, there is still algae present. To be quite frank, there's algae in almost all the ponds. I will explain that we're in the thick of algae bloom season. It's hot, muggy. They do what they can spraying the copper every two weeks and that's just bylaw. He did ensure that they are doing everything they can legally

to control the algae. We did talk with Yellowstone about them making passes with the blower of the mowers pointed out away from the pond and they did explain that they use mowers that push it down. That's being looked at, grass fuels, the algae growth. I brought aquatics checklist items when they come visit for supervisor reference. Let's see. Where is this? For facility maintenance updates, Fourth Element Fire did come and inspect the suppression system to the kitchen restaurant. This happens every six months. There was a minor repair to a loose wire. Other than that, everything was good. We didn't have that minor gas leak last month, that was taken care of. Country Boy did treat the dog park with a granular ant killer. Then as Christine mentioned there, on every two-month basis coming out and treating that, so that should take care of the fire ants. One thing I did mention last meeting was the staff would take on the trial version of the bridge by ordering replacements on Bridge 1. I'm still in the infancy of learning how to create a tracker list. I'll be more vigilant to include dates and time frames. I'll restructure this tracker list to be more clear on time frames. That's being said, we didn't have a chance to get to it last month. It just seem July flew by. With the road repaired on the boulevard and also with this stop, our painting, I'll include time frames next meeting. One thing we are running into is, you hate to blame everything on COVID, but there are four-week delays on the product. I'm looking at Amazon to get a paint for these roadways. Other sites are four weeks out. But I'll keep trying and get updates as soon as we get things done. Any questions?

Mr. Bowen: I have a question.

Mr. Fisher: Yes, sir.

Mr. Bowen: Now I live on a large pond. What does the pond number? Pond number 11?

Mr. Fisher: Yes.

Mr. Bowen: The dead carp that we put in the pond.

Mr. Fisher: Yes, exactly.

Mr. Bowen: Have you noticed any difference?

Mr. Fisher: Yeah. From when we took it over to what it looks like now, it's almost night and day. They're doing what they're supposed to according to Archie, and I can't see them. Obviously, they're submerged underwater, but there is a noticeable difference

around the pond with vegetation growth. I think they're doing what they're supposed to be doing.

Mr. Plummer: Any other questions for Matt? If not, Matt, thanks to you and Jared. Keep up the good work.

Mr. Bowen: Thank you.

Mr. Fisher: Yes, sir. Thank you.

Mr. Plummer: District Manager's Report.

E. District Manager's Report

Ms. Burns: We'll update that budget and get it circulated to the Board with the changes that were approved and get that posted, and also make sure that tax roll is certified by the deadline of September 15th. We are past the point where if anybody wants to pay off that they could do that prior to getting on the rolls. If anybody wants to pay off their debt assessments, it would be for the next fiscal year. Other than that, nothing particular to report, but I'd be happy to answer any questions anybody might have.

Mr. Realmuto: The only question I have is with regard to our budget and the assessment rolls. I was trying to identify each of the lots, and I believe it's listed as 965 residential lots. I don't know how that's possible since there are only 962. But that aside, I only counted 12 developer lots in two different parcels of land. I think it was seven and five. The numbers don't agree with what's listed in the budget is the bottom line. I wonder if we can reconcile that to be sure something is not missing and someone's not being assessed what they shouldn't be because the numbers don't seem to add up. I have gone to both the HOA on the number of residential lots and everyone is sure it's 962. I only count 12 developer lots in the assessment rolls, which doesn't add up, I don't believe. It is missing at least three.

Ms. Burns: Hold on one second. I'll flip to this page. It's 977.

Mr. Realmuto: It's the missing three. I believe again, there are only 962 residential lots, so I don't know where the other three are.

Ms. Burns: I'm sorry. I am not following.

Mr. Realmuto: When we determined the amount of the assessment, our total assessment amount divided by the number of assessable lot equivalence, we use the number 977; is that right?

Ms. Burns: Yeah.

Mr. Realmuto: Okay, and subtracting from that, the 962 residential lots would leave 15 lots. In the assessment rolls, I was only able to find 12.

Ms. Burns: They pay the assessment as well, the assessments on the land not on the roll.

Mr. Realmuto: That's not what's in question. The question is, where are the other three lots?

Ms. Burns: You're saying that there is 900 and how many on the assessment roll?

Mr. Realmuto: All I am saying, I was only able to count 12 developer lots. I didn't go through that list and end up count from 1-962. But it seems to me there's a discrepancy. That's all I'm asking. I wanted a clear way of checking.

Ms. Burns: It could be if you're showing just ownership, the tax roll tends to lag. I've seen where there's been a sale and it's months before it changes from the developer to the resident name.

Mr. Realmuto: To save time, maybe we should take this offline. It's just something I think I wanted to pursue.

Ms. Burns: If you want to show me in particular what you're looking at, I could say that the tax roll amounts we collected tied to the 977. As far as what the HOA has for ownership, I have no idea.

Mr. Realmuto: Okay.

Mr. Plummer: Any other questions for the District Manager? If not, we'll move on to the financial reports. Questions about that?

NINTH ORDER OF BUSINESS

Financial Report

- A. Combined Balance Sheet**
- B. Capital Projects Reserve Fund**
- C. Statement of Revenues, Expenditures, and Changes in Fund Balance**
- D. Approval of Check Run Summary**

Ms. Burns: I'll say I think we've done budget and financials for most of it then but if anybody has any questions specifically on any of the line items, I'd be happy to answer them. Otherwise, obviously we're fully collected by this point.

Mr. Plummer: If you don't have any questions about that, the only thing we need is approval of check run summary.

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

TENTH ORDER OF BUSINESS

Public Comments

Mr. Plummer: Next item on the agenda is public comments. Do we have any hands up, Christine? No hands. Floor is open for comments. Seeing no movement, we'll move on to Supervisor's requests.

ELEVENTH ORDER OF BUSINESS

Supervisor Requests / Supervisor Open Discussion

Mr. Plummer: It is open to discussion. I'd like to ask a little bit of a question here in regards to the agenda for the meetings. It seems like that each and every month we have an agenda that comes out from the meeting about seven days in advance and then about four days in advance, we get an amendment and then about three days before the meeting, we get an additional one. How can we do it so that we get the agenda, the paperwork, and then we're done until the meeting?

Ms. Burns: The paperwork items that were passed out today were Supervisor additions. If the Supervisors are able to give everything to Sam by the agenda deadline that she sends out multiple weeks before the agenda, that is very helpful. If we can get everything by the one week prior, everything goes on that agenda.

Mr. Costello: I think one of the hardest parts for this meeting has been the budget. We had that for what? Four or five days prior, and quite honestly, if you really go through it, it's quite extensive. We should be getting this stuff much earlier.

Ms. Burns: You had the budget that was circulated and then we got requests for changes from Supervisors to that budget, and then we got a change from the restaurant that then had to tie to the budget. We got the restaurant budget on Friday.

Mr. Realmuto: Actually the restaurant budget came on Saturday afternoon.

Ms. Burns: Yes, Saturday afternoon.

Mr. Costello: That's a big part of it also and like I say, in order to determine what things are costing us, we have things that are in two, three, four different places in these budgets and we've got to be able to boil it down to what we're actually spending on different things.

Ms. Burns: If I could make a suggestion. The statute says that agenda should go out seven days before our meeting. Usually, we get a request about two weeks before, so if everybody, unless it's an emergency or something that needs to come up, keep to that seven days because it really is, you don't want people pulling up the agenda and getting a different one every time or getting an old one and not realizing what's changing. What most Districts do is they're meeting before the budget. They have the discussions so when the budget hearing comes, the budget is final.

Mr. Costello: That I think is the best way we could do it.

Ms. Burns: Yes. I think we're either going to have to next year have a workshop or say that the July meeting is the way.

Mr. Realmuto: We did and we had what we thought was a final budget, and then the restaurant on Saturday afternoon before this meeting proposed some major changes.

Ms. Burns: This was a learning experience. Next year we'll go back to the budget, the workshop being where we get it finalized and wrapped up so we don't have to do this again.

Mr. Plummer: What I'm hearing is, we as Supervisors need to stick to the requests for budget items in that two weeks before so that by the time they can work on it and presented seven days before, there's no changes after that. The reason I'm asking this is, obviously, when it comes out, when Samantha sends us the agenda, the minutes and

everything to go with it, she'll have printed out, gets it all to supervisors, and then if we redo it, then she's got a reprint and get it to us or we have to reprint or whatever and it's just a confusing situation that we've got to control. We just need to make sure we have our items on the agenda earlier.

Mr. Realmuto: Well, we do and we don't. First of all, right now, the requests for the statutory requirement to publish the agenda seven days before, it's just the agenda, not all of things in the agenda packet. I don't think it's the agenda itself that's the issue; it's the supplemental materials. Maybe that should be sent out later, and I think asking for it two weeks ahead of time, quite frankly, is ridiculous because a lot of that information is based on what's happened. What you're suggesting is that we have all of the material in the agenda packet two weeks from now for the September meeting. I know that's not the case for staff. We get quotes in well after that, but it's just not a realistic expectation. We need to keep that request closer to one week. But we all need to realize we're going to get requests. I don't think it's Supervisor initiated. The documents I supplied, yes, they came in after information from the restaurant came in. They can't come out before unless you want to look at information that's a month older. If you're telling me you don't want to see it at all, fine, we'll bring it here and distribute it here at the meeting, and then you won't have an opportunity to examine it before coming to the meeting. I'm fine either way.

Ms. Burns: I think the request for agenda items that comes, I think it's a 10-day period where we asked for anything that comes on. It's like 10-days to two weeks before for the actual request for agenda items. The reason why that timeline is requested is because if we don't have anything requested from the Board that's prior to the ad deadline, we could cancel without incurring the cost to place the ads. Ultimately, if you want to send in something, I have this discussion item and I will get you backup, what we're looking forward for backup to include in the agenda is one week prior. If you can send any list for items by the requested deadline, that gives us a chance to put together just the cover page, that's what we have and then if you have backup for those items or you could get them seven days ahead of time, that's when we send and post. Obviously, that doesn't always happen. Quotes come in later and Sam does always update that. That's why you see three or four versions. We're not required to do that by statute, but we want to make sure residents have access to the information before they show up here

as well. She is doing the agenda three or four times that's why you guys are getting the info. If supervisors and staff can help us out with getting those items a week prior, that will cut down on the number of pieces of paper you guys all have sitting in front of you that aren't in the agenda as well.

Mr. Plummer: Just a question I had. Any other items from Supervisors?

Mr. Realmuto: I guess I have one item I think we needed to talk about and I know everyone is anxious to go, but as I think all the Supervisors are aware, apparently, our District managers at Metz is changing and we're soon to get a new one. This is the only chance for the audience that I have to talk to Harry directly about this. Seems to me one of the potential issues we've been having is that our District manager really doesn't have any retail restaurant management experience. There are other people in Metz who do. But the District managers we have that I've been talking to are responsible for, essentially cafeterias at institutions of higher learning and education. I wonder, if it's not too late, to put in a request that we get someone involved in the management chain with more direct management experience. For example, the person who manages their TGI Friday's and Chick-fil-A restaurants. Can you enlighten us to what's going on there and if you're aware when replacement is going to be assigned, and if we might get someone with more retail restaurant experience?

Mr. Krumrie: I have not heard anything yet from them regarding that replacement for Jeff. But yes, you're absolutely right, we should add somebody with retail experience as compared to institutional experience.

Mr. Plummer: Can you contact Metz and actually express our concern about that and request that we get somebody with more of that experience in the position this time that is overseeing our particular account?

Mr. Krumrie: I think so. I think Annie will be more than welcome to that.

Mr. Plummer: If there is no other items, Lloyd.

Mr. Howison: I can motion we adjourn.

TWELTH ORDER OF BUSINESS

Adjournment

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

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION V

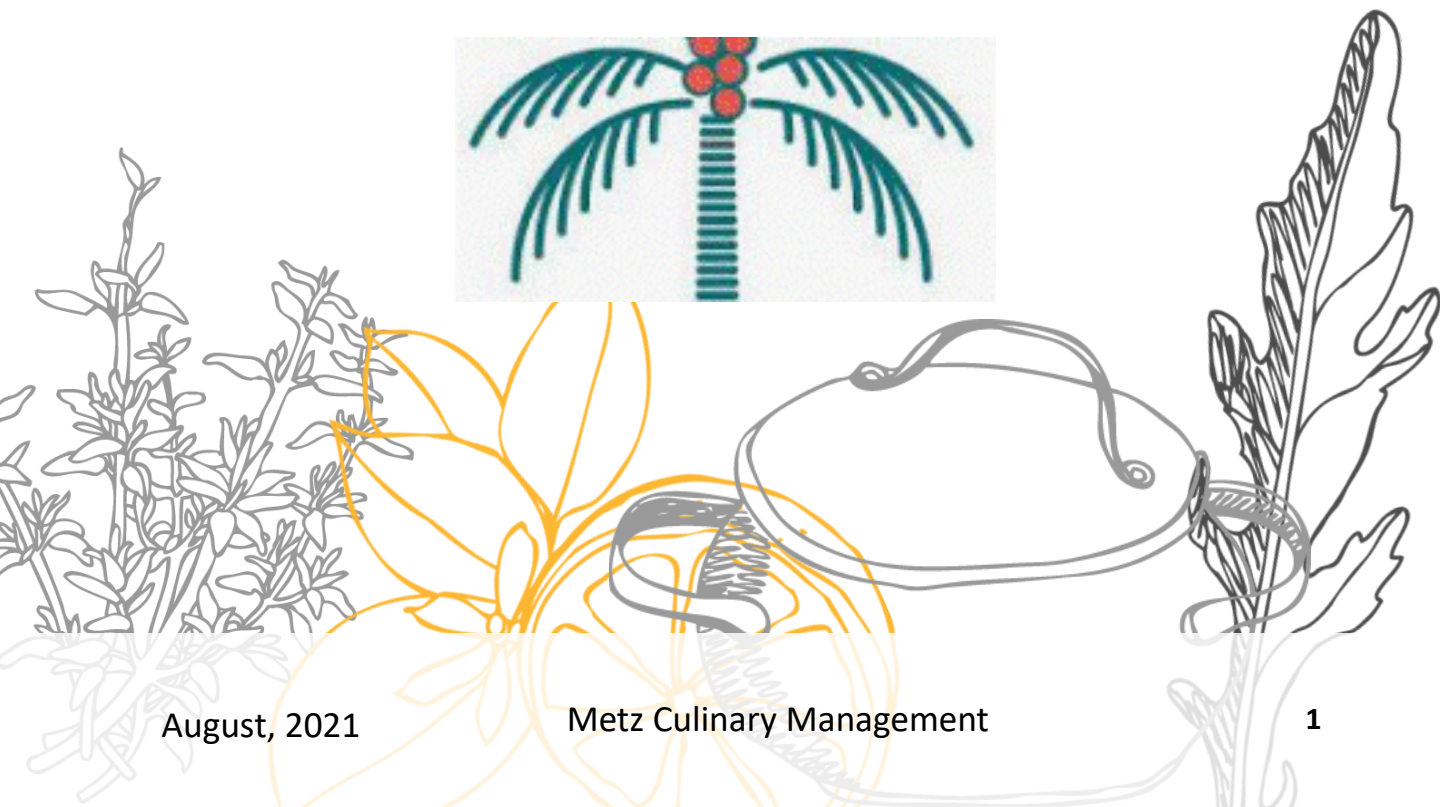
SECTION A



Metz
CULINARY MANAGEMENT

Monthly Update

Ashton Tap and Grill





August 2021

The Main Dish.....3-5

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Reports.....8

Safety Notes.....9

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Monthly Update

August at Glance



AUGUST WINE DINNER

August 4, 2021 | 6:30 p.m. | \$69

FIRST COURSE AMUSE BOUCHE

Scallop-Kiwi Ceviche with Crispy
Cumin-Dusted Tostones
*Paired with Paul Dolan
Sauvignon Blanc*

SECOND COURSE SALAD

Grilled Peach Salad with Bibb Lettuce,
Crumbled Goat Cheese, Crispy Shallots
and White Balsamic-Vanilla Vinaigrette
Paired with Moniker Chardonnay

THIRD COURSE ENTRÉE

Slow Braised Osso Buco with Creamy Rose-
mary-Parmesan Polenta, Sautéed Swiss
Chard, and Gremolata
*Paired with Moniker
Cabernet Sauvignon*

FOURTH COURSE DESSERT

Cherry-Coconut Chocolate Torte
Paired with ZinPhomaniac



AUGUST'S EVENTS

MENDOCINO WINE COMPANY WINE DINNER - AUGUST 4TH

Join us for a Cooking Class on
August 10th

Weekly Entertainment Includes:

August 1st - TwoSmooth
August 8th - Carlos and Company
August 11th - Karaoke
August 15th - Randy Sullins
August 22nd - Mickenzie
August 29th - Rick Arnold

Join us Every Sunday for Brunch
from 10:00 a.m. - 3:00 p.m.

DAILY DELIVERY SERVICES FROM 4:00 - 8:00 P.M.

DELIVERY SPONSORED IN PART BY ART'S GOLF CARS

www.ashtontapandgrill.com



Monthly Update

Cooking class every month, Sunday Fun day weekly, community events.



- Our cooking class made it in a local paper



- Sunday Fun day. Come on down to sing a song and do that dance.





Monthly Update

THE
MAIN DISH



Whether your enjoying music on Sunday
or joining us for our nightly specials we
love spending time with you!



Enjoy **your pool time with**
our daily featured drinks
and poolside service...of
course!





Monthly Update



CATERING
& EVENTS

Love is in the air....

We were honored to be part of this special day.



Our "Boxed To Perfection" Catering options are perfect for your next Golf Tournament or special event.



BREAKFAST, LUNCH, DINNER, &
EVERYTHING IN BETWEEN

Catering

POWERED BY  Metz
CULINARY MANAGEMENT

FEATURING LOCALLY SOURCED AND SCRATCH-MADE
ITEMS, CUSTOMIZED MENUS, & MORE.

To learn more, contact us at 863-267-0787 or email us
at ma2077@metzcorp.com.





Monthly Update

DINING SITE
UPDATES 



Keep up on what's happening. We've have some more great reviews!



Ashton Tap and Grill
Restaurant



Sign Up

www.ashtontapandgrill.com

Followed by 141 people

[Home](#) [Menu](#) [Reviews](#) [Photos](#) [Videos](#)

Tonight my mom and I decided to go back to the restaurant in the clubhouse.

We were told that they have a new chef.

My mom had the BLT and I had the Filet but I asked if I could have a baked potato and I also asked if I could have my steak without the sauce. They said yes. 😊. My dinner was hot and delicious and my mom said that her sandwich was also very good. We will return.

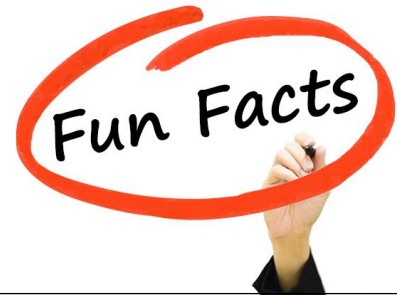


In March we started our delivery service to the Lake Ashton community. It's available 7 days a week from 4:00 - 8:00 p.m. You can call the restaurant at (863) 324-5810 or order online at <https://lakeashton.hrpos.heartland.us/menu>

To view our menus simply scan this QR code or go to

www.ashtontapandgrill.com





The
Blackberry
Mojito is our
most order
cocktail!

Saturdays were
our busiest day
of the week in
August

We sold 280
Rueben
sandwiches



Guest and Workplace Safety
are our number one priorities.

CAREFUL!
AVOID SLIPS, TRIPS AND FALLS IN THE WORKPLACE

Fix UP
Poorly maintained facilities can lead to falls. Be on the lookout and:
• Maintain good lighting indoors and outdoors
• Check the condition of outdoor walkways and stairs
• Remove fallen leaves or snow right away

Gear UP
The items you use and wear can help reduce slips and falls. Make sure to:
• Wear sensible footwear
• Stand on ladders not chairs or tables
• Install handrails on stairs

Pick UP
Moving items in the walkways can trip people. Make sure to:
• Take care of spills promptly
• Remove clutter from walkways
• Keep cards out of traffic areas

REDUCE
Slips, Trips and Falls

© 2010 National Safety Council
Proud Member

Working Safer and Easier Trabajando Más Seguro y Fácil

For janitors, custodians, and housekeepers
Para limpiadores, bedeles, y amas de llave

IMPROVE YOUR POSTURE
Evite doblar o torcer su muñeca.

MEJORE SU POSTURA
Evite torcerse y estrañarse.

SELECT EQUIPMENT THAT FITS YOU
ELIJA EQUIPO ADECUADO PARA USTED

IMPROVE THE TOOL
MEJORE LA HERRAMIENTA

WORK EASIER
TRABAJE MÁS FÁCILMENTE

Smaller mop heads and microfiber mops are lighter and easier to use.
Trapeados de tamaño más pequeño y de microfibras son más livianos y fáciles de usar.

Use sliders to move heavy furniture.
Use deslizadores para mover muebles pesados.

SAFETY FIRST SAFETY FIRST SAFETY FIRST




ASHTON
TAP & GRILL

SEPTEMBER'S EVENTS

Join Us For Our Cooking Class

September 14th

.....

Weekly Entertainment Includes:

September 1st - Karaoke

September 5th - Carlos and Company

September 12th - Carlos and Company

September 15th - Karaoke

September 19th - Rick Arnold

September 26th - Randy Sullins

Join us Every Sunday for Brunch
from 10:00 a.m. - 3:00 p.m.

DAILY DELIVERY SERVICES FROM 4:00 - 8:00 P.M.

DELIVERY SPONSORED IN PART BY ART'S GOLF CARS

www.ashtontapandgrill.com



Monthly Update

CONTACT INFORMATION

Annie Toth

General Manager

863-267-0787

ma2077@metzcorp.com

Pablo Garcia

Executive Chef

407-488-5607

ma2077chef@metzcorp.com



THE TEAM

Sous Chef
Alfredo Consone

Restaurant Supervisor
Kim Foca

Lake Ashton Website:

<http://www.ashtontapandgrill.com>

Follow us on Facebook:

<https://www.facebook.com/ashtontapandgrill>

SECTION B

Ashton Tap and Grill
August 2021 Financials

Revenue:

1. 28 Day Month (per Metz 4-4-5-week fiscal calendar)
2. Revenue declined to \$1440 per day (a drop from July of \$137 or \$1096 per week):
 - a. Strongest week were week 3 and weakest were week 4 with no entertainment. Sunday fun day is driving revenue and drives sales for the week consistently.
 - b. Average ticket was \$15.87 vs. last month \$15.80
3. Catering was up with \$291 in total for the month at \$11041 due to a resident event and an outside event equaling \$10078.18
 - a. Register system is polling automatically to our CTUIT accounting system.

Food Cost:

1. Food cost climbed to 36.0% to 36.4% from general cost of buying ingredients. Inflation is high and prices are rising as a result. The pandemic impacted the global supply chains nationwide. The anticipated changes (%) in food categories by year end, meat 4.5-6.5%, produce 2-6.5%, (total price increase).

Labor:

1. Overall labor climbed 5 % from July, but dollar amount was with a difference of \$275, as sales were lower. July labor was \$34813, August labor is \$35 088.
2. Overtime went down to \$929 for the month, but \$644 is due to last week of Chef being hourly.
3. We are seeing and will continue to see an impact on labor with minimum wage going up as of September 1st. Bartenders now make \$10.00 vs \$8.56 1.2% increase and servers make \$7.00 vs \$5.65, 1.24% increase.

Direct Expenses:

1. Unusual costs:
 - a. Service contract credit were \$718
 - b. Credit Card Charges were \$1452 for the month. Metz balances CC charges quarterly as charges don't hit in line with accounting periods.

Notes:

1. Overall charge of \$13669 represents \$3117.25 per week (up from prior month of \$2628, \$657 per week).
2. Working on the fall menu and it will be available as of October 5th to the community including daily specials. Our new happy hours will be 4-6pm 7 days with great featured drinks and food. (more to follow). We also are introducing our new garlic bread that will be served to tables dining in.
3. Introducing our monthly report, (MMR) and it will be available for review prior to the board meeting and can be included in the package monthly.
4. Oversight of operations is presently switching from Jeff Brown to VP Dennis Daley as Metz will be re-organizing district operations in the Florida areas.



Billed to :
Lake Ashton

4141 Lake Ashton Club Dr.
Lake Wales, FL 33859

Invoice # 20770821
August-21

Invoice Date: 9/9/2021
Due Date: 9/19/2021

Total Amount Due

\$ 13,669.10

Service Dates : 07/25/2021 to 08/21/2021
Monthly Culinary Management Charges

Purchases

Dry Grocery	\$ 2,244.10
Bakery	\$
Dairy	\$ 1,048.42
Produce	\$ 1,558.24
Grocery-Refrigerated/Frozen	\$ 2,682.75
Meat-Pork/Beef	\$ 3,243.60
Poultry	\$ 933.05
Seafood	\$ 728.41
Beverages	\$ 1,516.46
Misc. Cost	\$ 4,762.88
Total Food	\$ 18,717.89
Telephone/Utilities	\$ 65.96
Menus	\$
Laundry	\$ 1,420.59
Office Supplies	\$
Uniforms	\$
Equipment/Supplies	\$ 139.15
Janitorial/Hazardous	\$ 562.31
Disposables	\$ 1,599.33
Repairs	\$
Auto Expense	\$
Service Contracts	\$ (718.15)
Contributions	\$
Travel and Lodging	\$
Equipment Rental	\$ 57.20
Employee Recruitment	\$
Misc. Expense	\$ 114.57
Postage	\$
Dues/Subscriptions	\$
Credit Card Fees	\$ 1,451.94
Over/Short	\$ 13.02
Refuse/Pest Control	\$
Marketing/Advertising	\$ 47.59
Technology Expense	\$ 248.32
Licenses	\$
Total Other Operating Expenses	\$ 5,001.83

\$ 23,719.72

Labor

Management Payroll	\$ 8,826.95
Management Benefits	\$ 2,648.09
Total Management Labor	\$ 11,475.04
Base Payroll (Hourly)	\$ 18,447.27
Taxes/Benefits (Hourly)	\$ 5,165.24
Total Hourly Labor	\$ 23,612.51
Contract Labor (Other)	\$

\$ 35,087.54

Fees, Investments & Adjustments:

Management/Administrative Costs	\$ 5,833.32
Opening Expense	\$
General Liability Insurance	\$ 400.77

\$ 6,234.09

Sales:

Retail Sales	\$ (40,331.33)
Inside Catering	\$ (3,524.75)
Outside Catering	\$ (7,516.18)

\$ (51,372.26)

Please remit to:
Metz Culinary Management
Attn: Accounts Receivable
2 Woodland Drive
Dallas, PA 18612
(570) 675-2499

Total \$ 13,669.10

Thank you for your business

Metz Culinary Management

Ops Statement

Date Range: 7/25/2021 to 8/21/2021
Report Group: Lake Ashton Community
Stores Reporting: 100%

Ops Configuration: **Default**

Budget Behavior: **Standard**

Just This Timeframe: **Yes**

Prior Year B(W) Variance % Calculation: **Standard**

Transaction Types: **ALL**

Fill Out Weeks: **No**

Budget B(W) Variance % Calculation: **Standard**

	Week 1 7/25-7/31		Week 2 8/1-8/7		Week 3 8/8-8/14		Week 4 8/15-8/21		PERIOD		BUDGET		VARIANCE B/(W)		PERIOD PRIOR YEAR		VARIANCE B/(W)	
SALES																		
RETAIL	\$10,189	96.5%	\$10,208	64.5%	\$11,083	69.8%	\$8,852	97.3%	\$40,331	78.5%	\$67,410	80.1%	(\$27,079)	(40.2%)	\$0	0.0%	\$40,331	0.0%
CATERING	\$368	3.5%	\$5,630	35.6%	\$4,793	30.2%	\$250	2.7%	\$11,041	21.5%	\$16,700	19.9%	(\$5,659)	(33.9%)	\$0	0.0%	\$11,041	0.0%
BOARD	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
FLEX	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
SUMMER	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
PROGRAM	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
OTHER	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
TOTAL SALES	\$10,557	100.0%	\$15,838	100.0%	\$15,876	100.0%	\$9,102	100.0%	\$51,372	100.0%	\$84,110	100.0%	(\$32,738)	(38.9%)	\$0	0.0%	\$51,372	0.0%
COST OF SALES																		
Dry Grocery	\$468	0.0%	\$733	0.0%	\$156	0.0%	\$887	0.0%	\$2,244	0.0%	\$3,575	0.0%	\$1,331	37.2%	\$0	0.0%	(\$2,244)	0.0%
Bakery	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$238	0.0%	\$238	100.0%	\$0	0.0%	\$0	0.0%
Dairy	\$317	0.0%	\$347	0.0%	\$220	0.0%	\$165	0.0%	\$1,048	0.0%	\$2,622	0.0%	\$1,573	60.0%	\$0	0.0%	(\$1,048)	0.0%
Produce	\$199	0.0%	\$658	0.0%	\$316	0.0%	\$385	0.0%	\$1,558	0.0%	\$2,622	0.0%	\$1,064	40.6%	\$0	0.0%	(\$1,558)	0.0%
Grocery	\$496	0.0%	\$756	0.0%	\$749	0.0%	\$682	0.0%	\$2,683	0.0%	\$3,575	0.0%	\$892	25.0%	\$0	0.0%	(\$2,683)	0.0%
Protein	\$961	0.0%	\$1,497	0.0%	\$1,243	0.0%	\$1,204	0.0%	\$4,905	0.0%	\$8,342	0.0%	\$3,437	41.2%	\$0	0.0%	(\$4,905)	0.0%
Beverages	\$955	0.0%	(\$258)	0.0%	\$567	0.0%	\$253	0.0%	\$1,516	0.0%	\$1,668	0.0%	\$152	9.1%	\$0	0.0%	(\$1,516)	0.0%
Misc. Cost	\$0	0.0%	\$2,499	0.0%	\$1,750	0.0%	\$514	0.0%	\$4,763	0.0%	\$1,192	0.0%	(\$3,571)	(299.7%)	\$0	0.0%	(\$4,763)	0.0%
Vending Supplies	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
C-Store Merchandise	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
TOTAL COST OF SALES	\$3,396	32.2%	\$6,233	39.4%	\$5,001	31.5%	\$4,088	44.9%	\$18,718	36.4%	\$23,835	28.3%	\$5,117	21.5%	\$0	0.0%	(\$18,718)	0.0%
GROSS PROFIT	\$7,161	67.8%	\$9,605	60.6%	\$10,875	68.5%	\$5,014	55.1%	\$32,654	63.6%	\$60,275	71.7%	(\$27,621)	(45.8%)	\$0	0.0%	\$32,654	0.0%
PAYROLL																		
LABOR																		
MANAGEMENT	\$1,346	12.8%	\$1,346	8.5%	\$3,462	21.8%	\$2,404	26.4%	\$8,558	16.7%	\$11,712	13.9%	\$3,154	26.9%	\$0	0.0%	(\$8,558)	0.0%
HOURLY	\$5,020	47.6%	\$3,310	20.9%	\$5,807	36.6%	\$3,381	37.1%	\$17,519	34.1%	\$28,613	34.0%	\$11,095	38.8%	\$0	0.0%	(\$17,519)	0.0%
HOURLY DRIVERS	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
OVERTIME	\$644	6.1%	\$48	0.3%	\$227	1.4%	\$10	0.1%	\$929	1.8%	\$0	0.0%	(\$929)	0.0%	\$0	0.0%	(\$929)	0.0%
VAC/SICK/HOL	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
CONTRACT	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
BONUS	\$67	0.6%	\$67	0.4%	\$67	0.4%	\$67	0.7%	\$269	0.5%	\$586	0.7%	\$316	54.0%	\$0	0.0%	(\$269)	0.0%
TOTAL LABOR	\$7,078	67.1%	\$4,772	30.1%	\$9,563	60.2%	\$5,862	64.4%	\$27,274	53.1%	\$40,910	48.6%	\$13,636	33.3%	\$0	0.0%	(\$27,274)	0.0%
TAX & FRINGE																		
TAX & FRINGE	\$2,010	19.0%	\$1,364	8.6%	\$2,748	17.3%	\$1,691	18.6%	\$7,813	15.2%	\$11,701	13.9%	\$3,888	33.2%	\$0	0.0%	(\$7,813)	0.0%
TOTAL TAX & FRINGE	\$2,010	19.0%	\$1,364	8.6%	\$2,748	17.3%	\$1,691	18.6%	\$7,813	15.2%	\$11,701	13.9%	\$3,888	33.2%	\$0	0.0%	(\$7,813)	0.0%
TOTAL PAYROLL	\$9,088	86.1%	\$6,136	38.7%	\$12,311	77.5%	\$7,552	83.0%	\$35,088	68.3%	\$52,611	62.6%	\$17,524	33.3%	\$0	0.0%	(\$35,088)	0.0%
AFTER PRIME COSTS	(\$1,927)	(18.3%)	\$3,468	21.9%	(\$1,436)	(9.0%)	(\$2,539)	(27.9%)	(\$2,433)	(4.7%)	\$7,664	9.1%	(\$10,097)	(131.7%)	\$0	0.0%	(\$2,433)	0.0%

Metz Culinary Management

Ops Statement

Date Range: 7/25/2021 to 8/21/2021
Report Group: Lake Ashton Community
Stores Reporting: 100%

Ops Configuration: **Default**

Budget Behavior: **Standard**

Just This Timeframe: **Yes**

Prior Year B(W) Variance % Calculation: **Standard**

Transaction Types: **ALL**

Fill Out Weeks: **No**

Budget B(W) Variance % Calculation: **Standard**

	Week 1 7/25-7/31		Week 2 8/1-8/7		Week 3 8/8-8/14		Week 4 8/15-8/21		PERIOD		BUDGET		VARIANCE B/(W)		PERIOD PRIOR YEAR		VARIANCE B/(W)	
CONT. EXPENSES																		
TELEPHONE/UTILITIES	\$0	0.0%	\$66	0.4%	\$0	0.0%	\$0	0.0%	\$66	0.1%	\$0	0.0%	(\$66)	0.0%	\$0	0.0%	(\$66)	0.0%
MENUS & PRINTING	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$733	0.9%	\$733	100.0%	\$0	0.0%	\$0	0.0%
LAUNDRY	\$247	2.3%	\$958	6.1%	\$216	1.4%	\$0	0.0%	\$1,421	2.8%	\$1,072	1.3%	(\$348)	(32.5%)	\$0	0.0%	(\$1,421)	0.0%
OFFICE SUPPLIES	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$269	0.3%	\$269	100.0%	\$0	0.0%	\$0	0.0%
UNIFORMS	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$333	0.4%	\$333	100.0%	\$0	0.0%	\$0	0.0%
EQUIPMENT/SUPPLIES	\$24	0.2%	\$20	0.1%	\$6	0.0%	\$90	1.0%	\$139	0.3%	\$0	0.0%	(\$139)	0.0%	\$0	0.0%	(\$139)	0.0%
JANITORIAL/HAZARDOU	\$59	0.6%	\$161	1.0%	\$73	0.5%	\$270	3.0%	\$562	1.1%	\$841	1.0%	\$279	33.1%	\$0	0.0%	(\$562)	0.0%
DISPOSABLES	\$476	4.5%	\$375	2.4%	\$415	2.6%	\$334	3.7%	\$1,599	3.1%	\$1,714	2.0%	\$115	6.7%	\$0	0.0%	(\$1,599)	0.0%
REPAIRS	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$667	0.8%	\$667	100.0%	\$0	0.0%	\$0	0.0%
AUTO EXPENSE	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$200	0.2%	\$200	100.0%	\$0	0.0%	\$0	0.0%
SERVICE CONTRACTS	\$0	0.0%	\$0	0.0%	\$0	0.0%	(\$718)	(7.9%)	(\$718)	(1.4%)	\$167	0.2%	\$885	530.9%	\$0	0.0%	\$718	0.0%
CONTRIBUTIONS	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
TRAVEL AND LODGING	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$333	0.4%	\$333	100.0%	\$0	0.0%	\$0	0.0%
EQUIPMENT RENTAL	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$57	0.6%	\$57	0.1%	\$250	0.3%	\$193	77.1%	\$0	0.0%	(\$57)	0.0%
EMPLOYEE RECRUIT	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$108	0.1%	\$108	100.0%	\$0	0.0%	\$0	0.0%
MISC EXPENSE	\$81	0.8%	\$33	0.2%	\$0	0.0%	\$0	0.0%	\$115	0.2%	\$0	0.0%	(\$115)	0.0%	\$0	0.0%	(\$115)	0.0%
POSTAGE	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
DUES & SUBS	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
CREDIT CARD	\$320	3.0%	\$506	3.2%	\$351	2.2%	\$276	3.0%	\$1,452	2.8%	\$3,364	4.0%	\$1,912	56.8%	\$0	0.0%	(\$1,452)	0.0%
OVER / SHORT	\$0	0.0%	\$14	0.1%	(\$1)	0.0%	\$0	0.0%	\$13	0.0%	\$0	0.0%	(\$13)	0.0%	\$0	0.0%	(\$13)	0.0%
REFUSE/PEST	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
MARKETING/ADV/DECO	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$48	0.5%	\$48	0.1%	\$500	0.6%	\$452	90.5%	\$0	0.0%	(\$48)	0.0%
TOTAL CONT. EXPENSES	\$1,207	11.4%	\$2,132	13.5%	\$1,058	6.7%	\$356	3.9%	\$4,754	9.3%	\$10,553	12.6%	\$5,800	55.0%	\$0	0.0%	(\$4,754)	0.0%
PACE	(\$3,134)	(29.7%)	\$1,336	8.4%	(\$2,494)	(15.7%)	(\$2,894)	(31.8%)	(\$7,187)	(14.0%)	(\$2,889)	(3.4%)	(\$4,297)	148.7%	\$0	0.0%	(\$7,187)	0.0%
NON-CONT EXPENSE																		
Rent	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
CAM	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
LEASES	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
TECHNOLOGY	\$62	0.6%	\$62	0.4%	\$62	0.4%	\$62	0.7%	\$248	0.5%	\$0	0.0%	(\$248)	0.0%	\$0	0.0%	(\$248)	0.0%
DEPRECIATION	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
GENERAL INSURANCE	\$104	1.0%	\$99	0.6%	\$123	0.8%	\$74	0.8%	\$401	0.8%	\$521	0.6%	\$121	23.1%	\$0	0.0%	(\$401)	0.0%
LICENSE/PERMITS/TAX	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$454	0.5%	\$454	100.0%	\$0	0.0%	\$0	0.0%
DEFERRED CONTRACT	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
COMM / PROFIT	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
ROYALTIES/NATL ADV	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
OPENING EXP	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
INTEREST EXP	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
TOTAL NON-CONT EXPENSE	\$166	1.6%	\$161	1.0%	\$185	1.2%	\$136	1.5%	\$649	1.3%	\$975	1.2%	\$326	33.4%	\$0	0.0%	(\$649)	0.0%
INCOME BEFORE FEES	(\$3,300)	(31.3%)	\$1,175	7.4%	(\$2,679)	(16.9%)	(\$3,031)	(33.3%)	(\$7,836)	(15.3%)	(\$3,865)	(4.6%)	(\$3,971)	102.8%	\$0	0.0%	(\$7,836)	0.0%
OTHER FEES																		
Mgmt/Admin Fees	\$1,458	13.8%	\$1,458	9.2%	\$1,458	9.2%	\$1,458	16.0%	\$5,833	11.4%	\$6,667	7.9%	\$833	12.5%	\$0	0.0%	(\$5,833)	0.0%
TOTAL OTHER FEES	\$1,458	13.8%	\$1,458	9.2%	\$1,458	9.2%	\$1,458	16.0%	\$5,833	11.4%	\$6,667	7.9%	\$833	12.5%	\$0	0.0%	(\$5,833)	0.0%
NET INCOME	(\$4,759)	(45.1%)	(\$283)	(1.8%)	(\$4,138)	(26.1%)	(\$4,489)	(49.3%)	(\$13,669)	(26.6%)	(\$10,531)	(12.5%)	(\$3,138)	29.8%	\$0	0.0%	(\$13,669)	0.0%

SECTION C

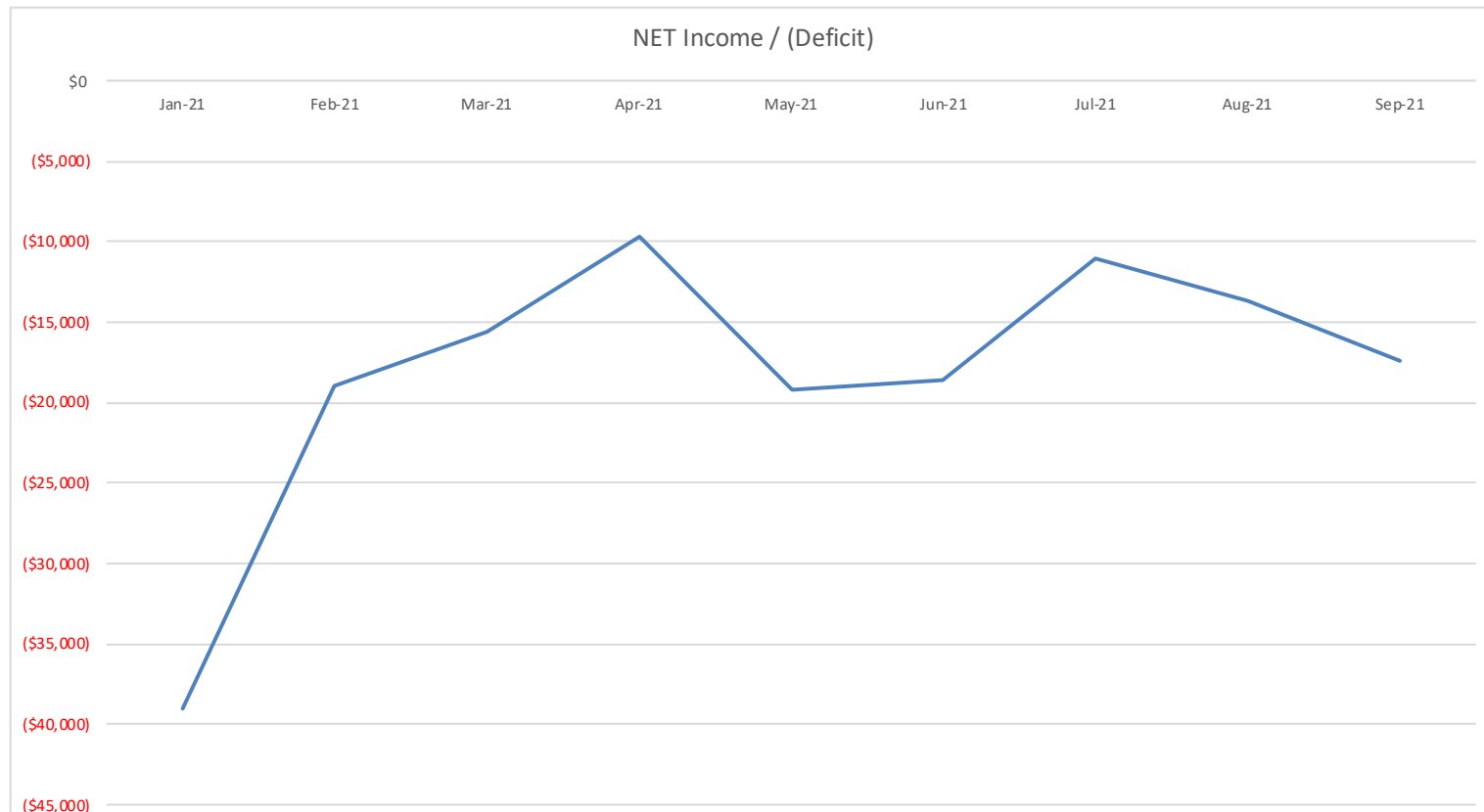
Ashton Tap & Grill Financials

Monthly Invoiced Revenue & Expenses (financials from Monthly Invoice / guest count from weekly reports)

ACTUAL Dec'20 to Aug'21 / ESTIMATED Sep'21

Month	Retail Sales	Catering / Other	Total Revenue	Guest Count	Avg. Guest Check	Total Purchases (inc. COS)	Food (COS)	COS %	Total Labor	Labor %	Other Expense	Total Expense	Total Expense %	NET Income / (Deficit)
Dec-20	\$33,009	\$0	\$33,009	1815	\$18.19	\$47,122	\$17,253		\$51,152		\$6,583	\$104,857		(\$71,848)
Jan-21	\$69,995	\$4,025	\$74,021	4492	\$15.58	\$42,552	\$26,821	36.2%	\$63,854	86.3%	\$6,641	\$113,048	152.7%	(\$39,027)
Feb-21	\$61,951	\$3,507	\$65,458	4067	\$15.23	\$32,467	\$22,523	34.4%	\$45,503	69.5%	\$6,437	\$84,406	128.9%	(\$18,948)
Mar-21	\$97,371	\$4,732	\$102,104	6380	\$15.26	\$51,589	\$38,868	38.1%	\$59,470	58.2%	\$6,675	\$117,734	115.3%	(\$15,630)
Apr-21	\$80,284	\$2,857	\$83,141	5148	\$15.60	\$42,111	\$29,094	35.0%	\$44,320	53.3%	\$6,405	\$92,836	111.7%	(\$9,696)
May-21	\$62,021	\$5,845	\$67,866	4136	\$15.00	\$38,075	\$28,830	42.5%	\$42,691	62.9%	\$6,370	\$87,136	128.4%	(\$19,270)
Jun-21	\$67,205	\$8,664	\$75,869	4210	\$15.96	\$43,096	\$26,470	34.9%	\$44,932	59.2%	\$6,415	\$94,443	124.5%	(\$18,574)
Jul-21	\$44,176	\$10,750	\$54,926	2841	\$15.55	\$24,915	\$19,760	36.0%	\$34,813	63.4%	\$6,240	\$65,967	120.1%	(\$11,041)
Aug-21	\$40,331	\$11,041	\$51,372	2547	\$15.83	\$23,720	\$18,718	36.4%	\$35,088	68.3%	\$6,234	\$65,041	126.6%	(\$13,669)
Sep-21	\$48,398	\$11,041	\$59,439	3056.4	\$15.83	\$28,464	\$22,461	37.8%	\$42,105	70.8%	\$6,234	\$76,803	129.2%	(\$17,364)
FY2021	\$604,742	\$62,462	\$667,204	38,692	\$17.24	\$374,110			\$463,927		\$64,235	\$902,271		(\$235,067)

September is estimated based on August ACTUALs adjusted for the # of weeks/month
This will be updated as the actual monthly invoices are received from Metz

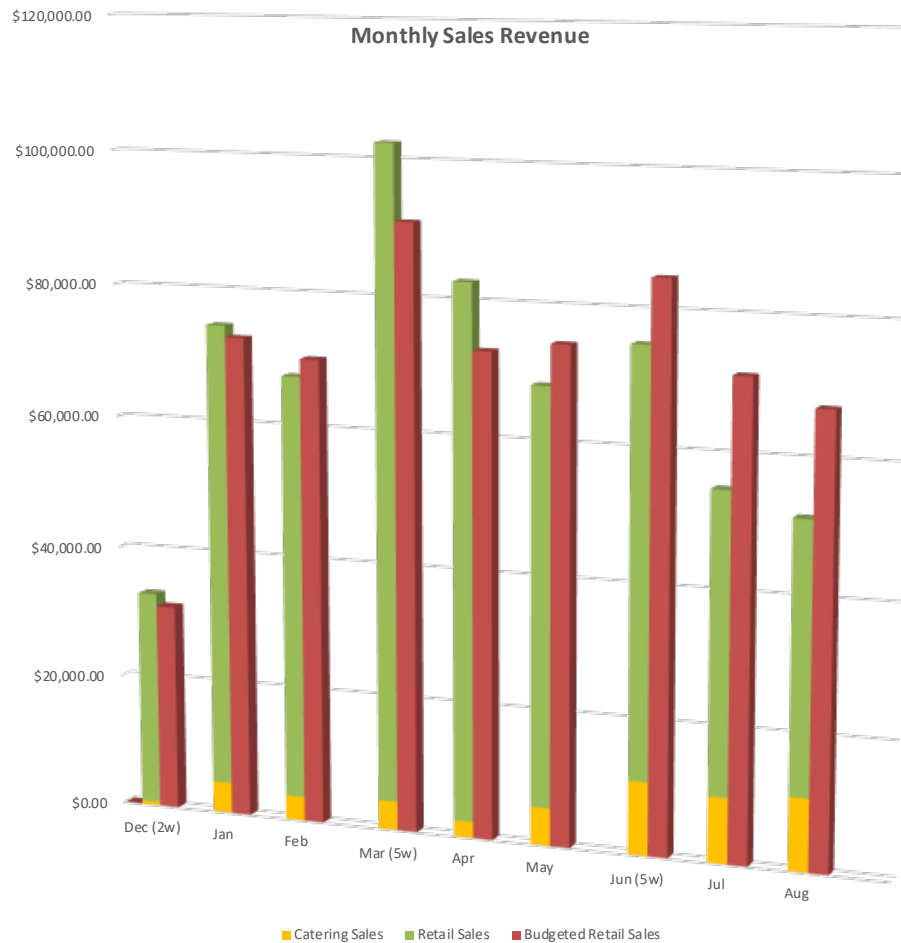


Ashton Tap and Grill

Monthly

Monthly Sales Revenue (as reported weekly)

Month	Guest Count	Daily Guest Count	Average Guest Check	Retail Sales	Budgeted Retail Sales	Budget vs Sales	Catering Sales	MONTHLY NET SALES
Dec (2w)	1,815	151.3	\$17.84	\$32,377.19	\$31,200.00	\$1,177.19	\$631.50	\$33,008.69
Jan	4,492	160.4	\$15.54	\$69,785.66	\$72,800.00	(\$3,014.34)	\$4,739.43	\$74,525.09
Feb	4,067	145.3	\$15.69	\$63,798.19	\$70,200.00	(\$6,401.81)	\$3,709.21	\$67,507.40
Mar (5w)	6,380	182.3	\$15.35	\$97,908.12	\$91,000.00	\$6,908.12	\$4,428.15	\$102,336.27
Apr	5,148	183.9	\$15.57	\$80,166.95	\$72,800.00	\$7,366.95	\$2,516.89	\$82,683.84
May	4,136	147.7	\$15.11	\$62,496.10	\$74,368.00	(\$11,871.90)	\$5,752.39	\$68,248.49
Jun (5w)	4,210	120.3	\$15.15	\$63,768.93	\$84,560.00	(\$20,791.07)	\$11,160.32	\$74,929.25
Jul	2,841	101.5	\$15.80	\$44,875.24	\$71,232.00	(\$26,356.76)	\$9,967.88	\$54,843.12
Aug	2,547	91.0	\$15.87	\$40,426.20	\$67,200.00	(\$26,773.80)	\$11,040.93	\$51,467.13



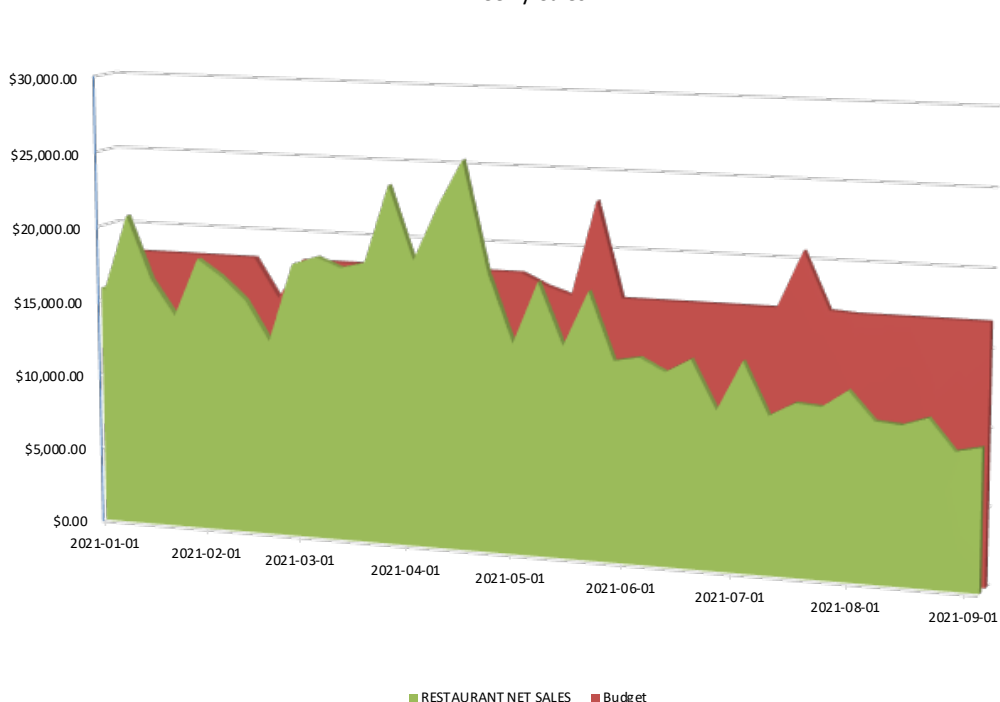
Ashton Tap and Grill

Weekly

Retail Sales (provided weekly by General Manager)

Week Ending	Guest Count	Guest Average	GROSS SALES	DISCOUNT \$	RESTAURANT NET SALES	NET SALES PER DAY	Budget	Budget vs. Sales
2020-12-19	913	\$18.26	\$16,673.06	\$0.00	\$16,673.06	\$2,381.87	\$15,600.00	\$1,073.06
2020-12-26	902	\$17.41	\$16,774.71	\$1,070.58	\$15,704.13	\$2,243.45	\$15,600.00	\$104.13
2021-01-02	1,207	\$17.22	\$21,827.67	\$1,045.65	\$20,782.02	\$2,968.86	\$18,200.00	\$2,582.02
2021-01-09	1,166	\$14.23	\$17,506.24	\$912.06	\$16,594.18	\$2,370.60	\$18,200.00	(\$1,605.82)
2021-01-16	965	\$14.78	\$15,258.48	\$995.02	\$14,263.46	\$2,037.64	\$18,200.00	(\$3,936.54)
2021-01-23	1,154	\$15.72	\$19,307.60	\$1,161.60	\$18,146.00	\$2,592.29	\$18,200.00	(\$54.00)
2021-01-30	1,052	\$16.21	\$18,245.22	\$1,189.07	\$17,056.15	\$2,436.59	\$18,200.00	(\$1,143.85)
2021-02-06	1,013	\$15.41	\$16,729.95	\$1,119.81	\$15,610.14	\$2,230.02	\$18,200.00	(\$2,589.86)
2021-02-13	916	\$14.15	\$13,747.18	\$781.55	\$12,965.63	\$1,852.23	\$15,600.00	(\$2,634.37)
2021-02-20	1,086	\$16.73	\$19,191.11	\$1,024.84	\$18,166.27	\$2,595.18	\$18,200.00	(\$33.73)
2021-02-27	1,163	\$16.11	\$19,825.86	\$1,091.60	\$18,734.26	\$2,676.32	\$18,200.00	\$534.26
2021-03-06	1,201	\$15.08	\$19,011.97	\$901.65	\$18,110.32	\$2,587.19	\$18,200.00	(\$89.68)
2021-03-13	1,250	\$14.82	\$19,400.15	\$871.35	\$18,528.80	\$2,646.97	\$18,200.00	\$328.80
2021-03-20	1,544	\$15.33	\$24,528.63	\$866.05	\$23,662.58	\$3,380.37	\$18,200.00	\$5,462.58
2021-03-27	1,222	\$15.44	\$19,626.25	\$754.09	\$18,872.16	\$2,696.02	\$18,200.00	\$672.16
2021-04-03	1,487	\$15.10	\$23,299.41	\$838.63	\$22,460.78	\$3,208.68	\$18,200.00	\$4,260.78
2021-04-10	1,513	\$16.86	\$26,102.73	\$588.95	\$25,513.78	\$3,644.83	\$18,200.00	\$7,313.78
2021-04-17	1,221	\$15.02	\$19,063.76	\$721.92	\$18,341.84	\$2,620.26	\$18,200.00	\$141.84
2021-04-24	927	\$14.94	\$14,407.69	\$557.14	\$13,850.55	\$1,978.65	\$18,200.00	(\$4,349.45)
2021-05-01	1,273	\$14.08	\$18,644.88	\$715.23	\$17,929.65	\$2,561.38	\$17,444.00	\$485.65
2021-05-08	979	\$14.19	\$14,636.04	\$739.81	\$13,896.23	\$1,985.18	\$16,912.00	(\$3,015.77)
2021-05-15	953	\$18.38	\$18,241.13	\$720.38	\$17,520.75	\$2,502.96	\$23,100.00	(\$5,579.25)
2021-05-22	931	\$14.12	\$14,217.21	\$1,067.74	\$13,149.47	\$1,878.50	\$16,912.00	(\$3,762.53)
2021-05-29	933	\$14.44	\$14,022.73	\$551.20	\$13,471.53	\$1,924.50	\$16,912.00	(\$3,440.47)
2021-06-05	804	\$15.72	\$12,995.01	\$358.57	\$12,636.44	\$1,805.21	\$16,912.00	(\$4,275.56)
2021-06-12	912	\$14.89	\$14,104.66	\$526.93	\$13,577.73	\$1,939.68	\$16,912.00	(\$3,334.27)
2021-06-19	679	\$15.33	\$11,047.80	\$637.00	\$10,410.80	\$1,487.26	\$16,912.00	(\$6,501.20)
2021-06-26	882	\$15.50	\$14,335.78	\$663.35	\$13,672.43	\$1,953.20	\$16,912.00	(\$3,239.57)
2021-07-03	674	\$15.30	\$10,703.86	\$392.67	\$10,311.19	\$1,473.03	\$16,912.00	(\$6,600.81)
2021-07-10	673	\$16.67	\$11,411.81	\$194.68	\$11,217.13	\$1,602.45	\$20,608.00	(\$9,390.87)
2021-07-17	727	\$15.26	\$11,371.62	\$274.80	\$11,096.82	\$1,585.26	\$16,912.00	(\$5,815.18)
2021-07-24	767	\$15.97	\$13,101.58	\$851.48	\$12,250.10	\$1,750.01	\$16,800.00	(\$4,549.90)
2021-07-31	684	\$15.23	\$10,916.41	\$496.41	\$10,420.00	\$1,488.57	\$16,800.00	(\$6,380.00)
2021-08-07	612	\$16.81	\$10,438.70	\$152.17	\$10,286.53	\$1,469.50	\$16,800.00	(\$6,513.47)
2021-08-14	676	\$16.06	\$11,146.42	\$291.76	\$10,854.66	\$1,550.67	\$16,800.00	(\$5,945.34)
2021-08-21	575	\$15.42	\$9,140.85	\$275.84	\$8,865.01	\$1,266.43	\$16,800.00	(\$7,934.99)
2021-08-28	568	\$16.26	\$9,472.69	\$235.60	\$9,237.09	\$1,319.58	\$16,800.00	(\$7,562.91)
2021-09-04	578	\$17.03	\$10,203.18	\$357.01	\$9,846.17	\$1,406.60	\$16,800.00	(\$6,953.83)
2021-09-11	602	\$15.96	\$9,866.65	\$256.57	\$9,610.08	\$1,372.87	\$16,800.00	(\$7,189.92)
FY2021 YTD	37,384		\$610,546.68	\$26,250.76	\$584,295.92		\$685,760.00	(\$101,464.08)

Weekly Sales



Ashton Tap and Grill

Day of Week Averages

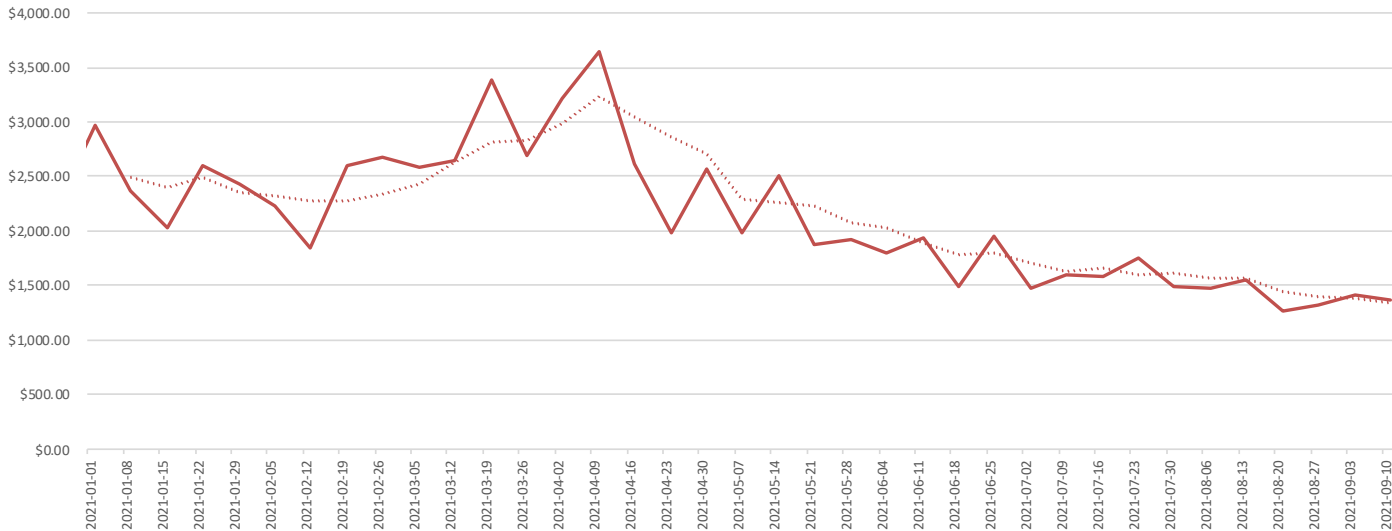
January 2021 - June 2021

DAY	Guest Count	Guest Average	GROSS SALES	DISC.	NET SALES	Daily Average	Observations
SUN	4,659	\$16.76	\$79,879	\$1,800	\$78,079	\$3,003	Sundays are consistently the best day (since entertainment started in March)
MON	4,030	\$14.05	\$70,261	\$13,629	\$56,632	\$2,178	Mondays net revenue are one of the lower (bottom 3) days
TUE	3,793	\$13.63	\$52,915	\$1,229	\$51,709	\$1,989	Tuesdays have been consistently the worst days by every measure, followed closely by Thursdays
WED	4,128	\$14.14	\$59,516	\$1,230	\$58,362	\$2,245	Wednesdays are in the middle
THU	3,623	\$15.59	\$57,539	\$1,060	\$56,479	\$2,172	Thursdays are consistently the 2nd worst or worst day
FRI	4,234	\$16.27	\$70,017	\$1,134	\$68,883	\$2,649	Fridays have been the 2nd best day for BOTH guest count & net revenue
SAT	3,966	\$17.10	\$69,122	\$1,320	\$67,803	\$2,608	Saturdays are a close 3rd to Friday's 2nd best
	28,433	\$15.40	\$459,248	\$21,401	\$437,947	\$2,406	

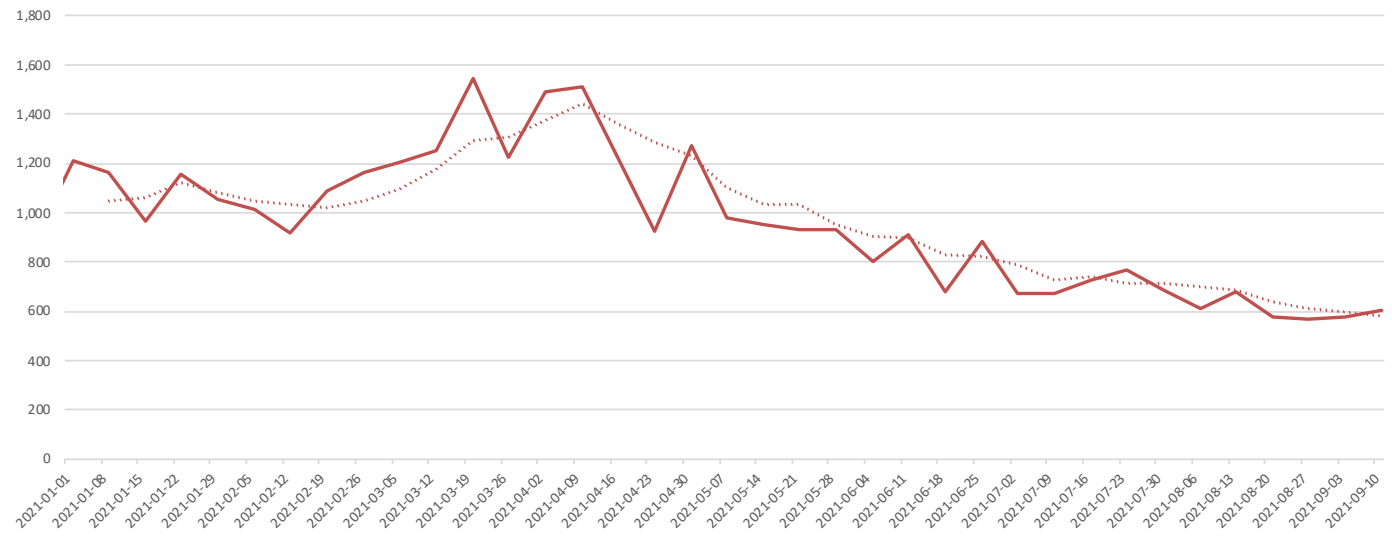
July 2021 - September 11, 2021

DAY	Guest Count	Guest Average	GROSS SALES	DISC.	NET SALES	Daily Average	Observations
SUN	1,513	\$15.86	24,429	434	23,995	\$2,181	Sundays are still the best day, but difference over Wednesday and Friday is declining
MON	693	\$14.29	11,766	1,854	9,902		Closed Mondays starting 8/23/21 (included in September monthly)
TUE	866	\$14.18	12,856	580	12,276	\$1,116	Tuesdays and Thursdays are consistently the worst days.
WED	1,204	\$16.49	20,168	316	19,852	\$1,805	Wednesdays are now the 2nd best day
THU	847	\$15.31	13,114	144	12,970	\$1,179	Tuesdays and Thursdays are consistently the worst days.
FRI	1,087	\$16.41	18,018	180	17,838	\$1,622	Fridays have declined to the 3rd best day
SAT	926	\$18.53	17,433	141	17,161	\$1,560	Saturdays Daily AVG has declined from 3rd best to 4th
	7,136	\$15.97	\$117,774	\$3,649	\$113,994	\$1,540	Average Daily Revenue has declined \$866/day or 36% from first half of the year

NET SALES PER DAY



Guest Count



SECTION D

RESTAURANT REDESIGN GROUP

RECOMMENDATIONS FOR ASHTON TAP & GRILL

PRIORITY # 1

Interior Painting-Co-Ordinating Color w/Lobby Paint Trim	\$4000 Restaurant has not been painted in 7 or 8 yrs
6 Window Panels to Flank Each Side of 3 Center Windows, Including Hardware	\$2775 This will Help with Sound & Cut Down on Echo Elevate the Look & Feel of Restaurant
Purchase 40 Co-Ordinating Square Tablecloths w/Window Treatment	\$3222 Reduce Cost of Linen Rental Elevate Look & Ambiance of Dining Room
Purchase 6 Co-Ordinating Round Tablecloths w/Window Treatments	\$744 Reduce Cost of Linen Rental Elevate the Look & Ambiance of Dining Room
Purchase Glass for Tabletops	\$3600 Reduce Cost of Linen Rental
Fabric to Recover Soundboards	\$1200 Will Change the Whole Look & Feel of the Dining, Yet Remaining Functional
Wall Art for The Service Wall	\$165 Help to Carry the Theme Throughout the room
Decorative Accents	\$90 Bring Some Style & Relaxed Atmosphere Upon Entry

TOTAL \$15,796

PRIORITY # 2

Lay Tile on Front & Top of Bar Step & Tile 6 Steps on Riser & Treads	\$1026 Current tile is Original & Looks It. Some are Cracked
Purchase 7 Progress Gulliver 9 Light 2 Tier Chandelier	\$5005 Updating & Lighten Up the Look & Feel of Chandeliers in Keeping w/Theme. Provide Better Lighting. Lighting is the Jewelry
Purchase 4 Gulliver Collection 4 Light for Over Bar	\$1080 Updating & Lighten Up the Look & Feel of Chandeliers in Keeping w/Theme. Provide Better Lighting. Lighting is the Jewelry
Purchase 11 Gulliver Collection Sconces	\$935 Updating & Lighten Up the Look & Feel of Chandeliers in Keeping w/Theme. Provide Better Lighting. Lighting is the Jewelry
Purchase Tabletop Decor	\$850 Creating a Welcoming & Uplifting Atmosphere at Each Table. Create Seasonal & Event Ambiance

TOTAL \$8896

PRIORITY # 3

Purchase 3 36"L x 15"W x 40"H Planters	\$1563 This Will Provide Separation Between the Bar & Dining Room, Which will Allow More Privacy
Purchase 42" Cable Viewrail for Elevated Platform	\$13,750 This Will Bring Rail Height Up to Code, While Creating the Updated, Relaxed Open & Airy Feel In The Space
Installation of the Viewrail	\$2700 This Will Bring Rail Height Up to Code, While Creating the Updated, Relaxed Open & Airy Feel In The Space

TOTAL \$18,013

GRAND TOTAL \$42,705.00

SECTION VII

SECTION A

AAA Top Quality Asphalt, LLC

P. O. Box 1564

Winter Haven, FL 33882 US

(863) 521-5454

aaatopqualityasphalt@gmail.com

www.aaatopqualityasphalt.com

**Proposal****ADDRESS**

LAKE ASHTON CDD
4141 ASHTON CLUB DRIVE
LAKE WALES, FLORIDA 33859 USA

SHIP TO

GOLF CART PARKING AT
CLUBHOUSE
4141 ASHTON CLUB DRIVE
LAKE WALES, FLORIDA 33859

PROPOSAL #	DATE	
6021	08/11/2021	

SALES REP

DAVID PRILLHART

ITEM	DESCRIPTION	QUANTITY	COST	TOTAL
SALESMAN 4	THANK YOU FOR ALLOWING US TO BID ON YOUR PROJECT. PLEASE CONTACT DAVID PRILLHART FOR ANY QUESTIONS REGARDING THIS COST ESTIMATE AS WELL AS ANY SCHEDULING NEEDS. YOU CAN REACH HIM ON HIS CELL PHONE AT (863) 956-7724, OR AT THE OFFICE AT (863) 521-5454.			
JOB INFO	PAINT GOLF CART SPOTS IN BASKETBALL COURT AREA			
PAINTING	LAYOUT AND PAINT ALL LINE STRIPES AND SYMBOLS IN THE DESIGNATED PROJECT AREA. USING AN F.D.O.T. CERTIFIED TRAFFIC PAINT. (NOT RAISED THERMOPLASTIC) QUANTITIES INCLUDE: 18 GOLF CART SPACES	1	1,860.00	1,860.00
EXCLUSIONS	ASPHALT OVERAGES DUE TO BASE NOT BEING CORRECT, TACK, PRIME, SAND, SILT FENCE, SURVEY, AS-BUILTS, SOIL TESTING, DENSITY TEST, BOND, PERMIT, PERMIT FEES, SOD, NIGHT WORK, LIGHT PLANT, HERBICIDE AND WORK NOT INDICATED OR IMPLIED IN THE ABOVE LISTED SCOPE OF WORK. NOT RESPONSIBLE FOR REFLECTIVE CRACKING COMING UP DUE TO PAVING OVER OLD ASPHALT OR CONCRETE. TQA PROMOTES POSITIVE DRAINAGE BUT DUE TO EXISTING ELEVATIONS PONDING MAY OCCUR.			

ITEM	DESCRIPTION	QUANTITY	COST	TOTAL
	<p>POSITIVE DRAINAGE IS NOT GUARANTEED ON ALL AREAS. DUE TO THE HEAT OF THE SUMMER TEAR MARKS MAY APPEAR BUT SHOULD SUBSIDE WHEN THE WEATHER COOLS DOWN. WE SAND THE ASPHALT AFTER INSTALLATION TO HELP WITH THIS SITUATION. TQA IS NOT RESPONSIBLE FOR VEGETATION GROWTH THROUGH NEW ASPHALT PAVEMENT, NOR DAMAGE TO THE ASPHALT AFTER WE HAVE LEFT THE PROJECT LOCATION. ALL WORK QUOTED IS SPECIFIED ABOVE. ANY WORK NOT SPECIFICALLY LISTED IS NOT INCLUDED.</p> <p>PAYMENT IS DUE IN 30 DAYS FROM ORIGINAL INVOICE DATE. IF PAYMENT IS NOT RECEIVED WITH IN 60 DAYS FROM ORIGINAL INVOICE DATE A NOTICE OF NON-PAYMENT WILL BE FILLED/SENT OUT WITH THE INTENT TO LIEN IN 10 DAYS. IF A ATTORNEY IS RETAINED IN ORDER TO COLLECT PAYMENT THEN THE FEES WILL ALSO BE INCLUDED. PRIOR TO PAVING THE BASE NEEDS TO BE INSPECTED. BASE NEEDS TO BE FIRM ON GRADE AND UNYIELDING. THE BASE SHOULD HAVE A STRING LINE TEST TO ENSURE THE THICKNESS OF THE ASPHALT BEING INSTALLED. ANY AND ALL OVERAGES WILL BE SENT BACK TO THE CONTRACTOR.</p> <p>ANY ADDITIONAL MOBILIZATIONS WILL BE AT THE CONTRACTOR EXPENSE AT \$2,184.00. WE TRY AND HOLD PRICES FOR AT LEAST THIRTY DAYS BUT AFTER THAT PRICES ARE SUBJECT TO CHANGE DUE TO PRICE INCREASES IN MATERIALS.</p>			

ACCEPTANCE OF PROPOSAL

TOTAL

\$1,860.00

THE ABOVE PRICES,SPECIFICATIONS,AND CONDITIONS ARE HEREBY ACCEPTED. AAA TOP QUALITY ASPHALT, LLC IS AUTHORIZED TO COMPLETE THE WORK AS SPECIFIED. PAYMENT WILL BE MADE PER AGREEMENT. PROPOSAL IS GOOD FOR 30 DAYS FROM ABOVE DATE.

Accepted By

Accepted Date

LAKE ASHTON CLUBHOUSE
WEST PARKING LOT SEAL AND NEW GC STRIPE
4140 Ashton Club Drive
Lake Wales, Florida 33859

Layout Parking Stalls
for Golf Carts

Asphalt Area - Sealcoat	20430.0 SQ FT
RS - Regular Stalls	54.0 EA
RS - 6' x 10' Golf Cart Stalls	23.0 EA
RS - 24" Stopbar	28.0 FT
RS - Blue Car Stops @ HC Spaces	3.0 EA
RS - Handicap Stalls	3.0 EA
RS - White Hatch Line - 4"	248.0 FT
New Layout for Golf Cart Parking	267.0 FT



SECTION VIII

SECTION A

Fiscal Year 2022 Maintenance Contract Analysis

Contractor	Current Amt	Proposed Amt	Amt Diff	Current Yearly Amt	Proposed Yearly Amt	Amt Diff Per Year	Notes
Applied Aquatics Monthly Service (Aquatic Plant Management)	\$3,895.00	\$3,895.00	\$0.00	\$46,740.00	\$46,740.00	\$0.00	No increase from FY 2021.
Applied Aquatics Quarterly Service (Aquatic Plant Management)	\$7,300.00	\$8,410.00	\$1,110.00	\$29,200.00	\$33,640.00	\$9,774.00	Price difference is due to adding a conservation area that was originally maintained by the Golf Course when the Developer owned the property. This amount includes a \$5,334 one time start up fee for FY 22 only.
Applied Aquatics Semi Annual Service (Aquatic Plant Management)	\$2,800.00	\$2,800.00	\$0.00	\$5,600.00	\$5,600.00	\$0.00	No increase from FY 2021.
Heartland Pools Monthly Service (Pool Service)	\$1,465.00	\$1,313.00	(\$152.00)	\$17,580.00	\$15,756.00	(\$1,824.00)	5% increase and removed fountain maintenance
Yellowstone Monthly Service (Landscaping Services)	\$15,442.00	\$16,210.00	\$768.00	\$185,300.00	\$194,514.00	\$9,214.00	2% increase and added annuals being replaced 3 times per year.
Total	\$30,902.00	\$32,628.00	\$1,726.00	\$284,420.00	\$296,250.00	\$17,164.00	

SECTION B

EXTENSION TO AQUATIC PLANT MANAGEMENT AGREEMENT
(West Conservation Area from Clubhouse to Boat Ramp)

THIS EXTENSION OF THE AQUATIC PLANT MANAGEMENT AGREEMENT (the "Extension"), dated October 1, 2020, is made by and between **LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the "Owner"), and **APPLIED AQUATIC MANAGEMENT, INC.**, a Florida corporation, (the "Contractor").

WHEREAS, the Owner and the Contractor are parties to that certain Aquatic Plant Management Agreement (the "Agreement"), dated August 24, 2016, relating to the provision of maintaining aquatic plant maintenance for property owned and/or operated by the Lake Ashton Community Development District located in Polk County, Florida, as such services are more particularly described therein; and

WHEREAS, Owner and Contractor have determined it to be in the best interest of both the Owner and Contractor to extend of the term of the Agreement for an additional twelve (12) month period; and

WHEREAS, upon the written agreement of both Owner and Contractor, the parties hereto desire to memorialize their agreement that the term of the Agreement should be extended for an additional twelve (12) month period so that the Agreement shall remain in effect until September 30, 2021.

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. That the foregoing recitals are true, correct and are hereby incorporated by reference as terms.
2. That the Agreement is in full force and effect.
3. That, the term of the Agreement shall continue for an additional period of twelve (12) months until September 30, 2021, unless terminated sooner in accordance with the terms of the Agreement. The new termination date of the Agreement shall be September 30, 2021.
4. For the remaining term of the Agreement, Owner shall pay Contractor the amount of \$5,600.00, which shall be paid in semi-annual payments in the amount of \$2,800.00.
5. That, in order to facilitate execution of this Extension, this Extension may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

6. That, except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.
7. That, regardless of the date of execution of this Extension by the parties hereto, this Extension shall be deemed effective as of October 1, 2020.

IN WITNESS WHEREOF, the parties hereto have caused this Extension of the Addendum to the Aquatic Plant Management Agreement to be executed on their behalf by duly authorized representatives as of the date first set forth above.

Attest:

Jill Burns
Secretary/Asst. Secretary

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

By: Michael D. Costello
Print: MICHAEL D. COSTELLO
Chairman/Vice-Chairman
Board of Supervisors

**APPLIED AQUATIC MANAGEMENT,
INC.,** a Florida corporation

Beth Brink
Witness

By: Terry R. Smith
Print: TERRY R. SMITH
Title: PROJECT MANAGER

Witness



Renewal

P.O. Box 1469
Eagle Lake, FL 33839
1-800-408-8882

AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: October 2, 2020

Name Lake Ashton CDD
Address 5385 North Nob Hill Road
City Sunrise, FL 33351
Phone 407-398-2890

This Agreement is between Applied Aquatic Management, Inc. hereafter called "AAM" and Lake Ashton CDD hereafter called "Customer".

The parties hereto agree as follows

- A. AAM agrees to provide aquatic management services for a period of 12 months in accordance with the terms and conditions of this Agreement in the following sites:

Conservation Area From Clubhouse West to Boat Ramp at Lake Ashton
Sunrise, FL.

- B. The AAM management program will include the control of the following categories of vegetation for the specified sum:

- | | |
|---|----------|
| 1. Submersed vegetation control | NA |
| 2. Emerged vegetation control | NA |
| 3. Floating vegetation control | NA |
| 4. Filamentous algae control | NA |
| 5. Trimming & Miscellaneous Brush Control | Included |

Service Shall Consist of Trimming and Miscellaneous Brush Along Shoreline on a Semi-Annual Basis.

- C. Customer agrees to pay AAM the following amounts during the term of this Agreement:

The terms of this agreement shall be: 10/1/20 thru 9/30/21.

Agreement will automatically renew as per Term & Condition 14.

Start-up Charge	NA	Due at the start of work
Maintenance Fee	\$2,800.00	Due
Total Annual Cost	\$5,600.00	Semi-annually as billed x 2.

**All callbacks 21 days after service will be charged extra based on time and material.

Invoices are due and payable within 30 days. Overdue accounts may accrue a service charge of 1 1/2% per month

- D. AAM agrees to commence treatment within 7 days, weather permitting, from the date of execution or receipt of the proper permits.
- E. Customer acknowledges that he has read and is familiar with the additional terms and conditions printed on the reverse side which are incorporated in this agreement.

Submitted: Telly R. Smith

Date:

10/2/2020

Accepted

Date:

AAM

Customer

Terms and Conditions

1. The AAM Aquatic Plant Management Program will be conducted in a manner consistent with good water management practice using only chemicals which have a wide margin of safety for fish, waterfowl and human life and in conformance with applicable State and Federal Laws, regulations and rules. AAM agrees to indemnify Customer for any violation of such laws, rules or regulations.
2. Federal & State regulations require that various time-use restrictions be observed during & following treatment. AAM agrees to notify Customer of such restrictions verbally &/or by posting the restrictions at several readily visible locations on the perimeter of each body of water at the time of treatment. It shall be the Customer's responsibility to observe the restrictions throughout the required period. Customer understands & agrees that notwithstanding any other provisions of this Agreement, AAM does not assume any liability by any party to be notified, or to observe, the regulations.
3. The AAM Aquatic Plant Management Program is devised so that water areas are brought into a maintenance configuration as rapidly after their start, consistent with responsible management practices. Some forms of vegetation (particularly grasses & cattail) have visible residues after chemical treatment. Customer is responsible for removing such residues.
4. In addition to the amounts noted on the face of this Agreement, Customer shall also pay fees, taxes (including sales taxes) or charges that might be imposed by any government body with respect to the services offered herein.
5. This Agreement shall have as its effective date the first day of the month in which services are first rendered to Customer and shall terminate upon the last day of a month.
6. AAM is licensed & insured. Certificates of Insurance will be provided upon Customer's request.
7. If at any time during the term of this Agreement, Customer does not feel AAM is performing in a satisfactory manner Customer shall promptly notify AAM who shall investigate the cause of Customer's lack of satisfaction & attempt to cure same. If nonsatisfactory performance continues, this Agreement may be voided by either party giving thirty days notice & payment of all monies owing to the effective date of termination, which shall be the last day of the month.
8. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders & regulations, curtailment or failure to obtain sufficient material, or other forces (whether or not of the same class or kind as those set forth above) beyond its reasonable control & which, by the exercise of due diligence, it is unable to overcome.
9. AAM agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of AAM however, AAM shall in no event be liable to Customer or others, for indirect, special or consequential damages resulting from any cause whatsoever.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
11. In the event a legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party is entitled to recover legal costs & reasonable attorney fees.
12. This Agreement constitutes the entire Agreement of the parties hereto & no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing & accepted by an authorized representative of AAM & Customer.
13. This Agreement may not be assigned by Customer without the prior written consent of AAM.
14. This Agreement shall automatically renew for term equal to its original term, unless a "Notice of Cancellation" has been received. The contract amount shall be adjusted at a minimum rate of 3% increase per year on the anniversary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.

Lake Ashton East

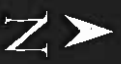
8/9/19

Conservation Area From Clubhouse to Boat Ramp

Boat Ramp

Lake Ashton

Google Earth



EXTENSION TO AQUATIC PLANT MANAGEMENT AGREEMENT
(East Conservation Area - Mitigations 1B & 7A, Wetlands 2-6 & 8 & Utility Easement)

THIS EXTENSION OF THE AQUATIC PLANT MANAGEMENT AGREEMENT (the "Extension"), dated October 1, 2020, is made by and between **LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the "Owner"), and **APPLIED AQUATIC MANAGEMENT, INC.**, a Florida corporation, (the "Contractor").

WHEREAS, the Owner and the Contractor are parties to that certain Addendum to Aquatic Plant Management Agreement (the "Agreement"), dated August 24, 2016, relating to the provision of maintaining aquatic plant maintenance for property owned and/or operated by the Lake Ashton Community Development District located in Polk County, Florida, as such services are more particularly described therein; and

WHEREAS, Owner and Contractor have determined it to be in the best interest of both the Owner and Contractor to extend of the term of the Agreement for an additional twelve (12) month period; and

WHEREAS, upon the written agreement of both Owner and Contractor, the parties hereto desire to memorialize their agreement that the term of the Agreement should be extended for an additional twelve (12) month period so that the Agreement shall remain in effect until September 30, 2021.

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. That the foregoing recitals are true, correct and are hereby incorporated by reference as terms.
2. That the Agreement is in full force and effect.
3. That, the term of the Agreement shall continue for an additional period of twelve (12) months until September 30, 2021, unless terminated sooner in accordance with the terms of the Agreement. The new termination date of the Agreement shall be September 30, 2021.
4. For the remaining term of the Agreement, Owner shall pay Contractor the amount of \$29,200.00, which shall be paid in quarterly payments of \$7,300.00.
5. That, in order to facilitate execution of this Extension, this Extension may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

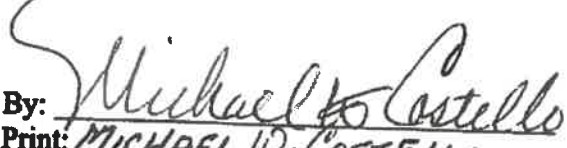
6. That, except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.
7. That, regardless of the date of execution of this Extension by the parties hereto, this Extension shall be deemed effective as of October 1, 2020.

IN WITNESS WHEREOF, the parties hereto have caused this Extension of the Addendum to the Aquatic Plant Management Agreement to be executed on their behalf by duly authorized representatives as of the date first set forth above.

Attest:

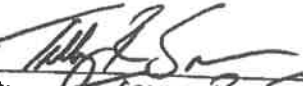

Secretary/Asst. Secretary

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

By: 
Print: MICHAEL D. COSTELLO
Chairman/Vice Chairman
Board of Supervisors

**APPLIED AQUATIC MANAGEMENT,
INC.,** a Florida corporation


Witness

By: 
Print: KELLY R. SMITH
Title: PROJECT MANAGER

Witness



RENEWAL

P.O. Box 1489
Eagle Lake, FL 33839
1-800-408-8882

AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: September 30, 2020

Name Lake Ashton CDD
Address 5385 N. Nob Hill Road
City Sunria, FL 33351
Phone 854.721.8881 ext. 205

This Agreement is between Applied Aquatic Management, Inc. hereafter called "AAM" and Lake Ashton CDD hereafter called "Customer".

The parties hereto agree as follows

- A. AAM agrees to provide aquatic management services for a period of 12 months in accordance with the terms and conditions of this Agreement in the following sites:

Mitigations: 1B, 7A

Wetlands: 2, 3, 4, 5, 6 & Utility Easement Wetland
East Conservation Area

- B The AAM management program will include the control of the following categories of vegetation for the specified sum:

- | | |
|---|----------|
| 1. Submersed vegetation control | NA |
| 2. Emerged vegetation control | NA |
| 3. Floating vegetation control | NA |
| 4. Filamentous algae control | NA |
| 5. Nuisance & Exotic Vegetation control | Included |

Service shall consist of a minimum of quarterly inspections and/or treatments as needed to maintain control of noxious growth throughout the term of our service.

- C Customer agrees to pay AAM the following amounts during the term of this Agreement:

The terms of this agreement shall be: 10/01/20 thru 9/30/21.

Agreement will automatically renew as per Term & Condition 14.

Start-up Charge	NA	Due at the start of work
Maintenance Fee	\$7,900.00	Due quarterly as billed x 4.
Total Annual Cost	\$29,200.00	

Invoices are due and payable within 30 days. Overdue accounts may accrue a service charge of 1 1/2% per month

- D AAM agrees to commence treatment within NA days, weather permitting, from the date of execution or receipt of the proper permits.
- E. Customer acknowledges that he has read and is familiar with the additional terms and conditions printed on the reverse side which are incorporated in this agreement.

Submitted: Telly R. Smith

Date: 9/30/2020

AAM

Accepted

Date:

Customer

Terms and Conditions

1. The AAM Aquatic Plant Management Program will be conducted in a manner consistent with good water management practice using only chemicals which have a wide margin of safety for fish, waterfowl and human life and in conformance with applicable State and Federal Laws, regulations and rules. AAM agrees to indemnify Customer for any violation of such laws, rules or regulations.
2. Federal & State regulations require that various time-use restrictions be observed during & following treatment. AAM agrees to notify Customer of such restrictions verbally &/or by posting the restrictions at several readily visible locations on the perimeter of each body of water at the time of treatment. It shall be the Customer's responsibility to observe the restrictions throughout the required period. Customer understands & agrees that notwithstanding any other provisions of this Agreement, AAM does not assume any liability by any party to be notified, or to observe, the regulations.
3. The AAM Aquatic Plant Management Program is devised so that water areas are brought into a maintenance configuration as rapidly after their start, consistent with responsible management practices. Some forms of vegetation (particularly grasses & cattail) have visible residues after chemical treatment. Customer is responsible for removing such residues.
4. In addition to the amounts noted on the face of this Agreement, Customer shall also pay fees, taxes (including sales taxes) or charges that might be imposed by any government body with respect to the services offered herein.
5. This Agreement shall have as its effective date the first day of the month in which services are first rendered to Customer and shall terminate upon the last day of a month.
6. AAM is licensed & insured. Certificates of Insurance will be provided upon Customer's request.
7. If at any time during the term of this Agreement, Customer does not feel AAM is performing in a satisfactory manner Customer shall promptly notify AAM who shall investigate the cause of Customer's lack of satisfaction & attempt to cure same. If nonsatisfactory performance continues, this Agreement may be voided by either party giving thirty days written notice & payment of all monies owing to the effective date of termination, which shall be the last day of the month.
8. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders & regulations, curtailment or failure to obtain sufficient material, or other forces (whether or not of the same class or kind as those set forth above) beyond its reasonable control & which, by the exercise of due diligence, it is unable to overcome.
9. AAM agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of AAM however, AAM shall in no event be liable to Customer or others, for indirect, special or consequential damages resulting from any cause whatsoever.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
11. In the event a legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party is entitled to recover legal costs & reasonable attorney fees.
12. This Agreement constitutes the entire Agreement of the parties hereto & no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing & accepted by an authorized representative of AAM & Customer.
13. This Agreement may not be assigned by Customer without the prior written consent of AAM.
14. This Agreement shall automatically renew for term equal to its original term, unless a "Notice of Cancellation" has been received. The contract amount shall be adjusted at a minimum rate of 3% increase per year on the anniversary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.



EXTENSION TO AQUATIC PLANT MANAGEMENT AGREEMENT

(Lakefront, Thirteen Ponds & Canals, E-1 Pond Littoral Shelf)

THIS EXTENSION TO THE AQUATIC PLANT MANAGEMENT AGREEMENT (the "Extension"), dated October 1, 2020, is made by and between **LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the "Owner"), and **APPLIED AQUATIC MANAGEMENT, INC.**, a Florida corporation, (the "Contractor").

WHEREAS, the Owner and the Contractor are parties to that certain Aquatic Plant Management Agreement (the "Agreement"), dated August 24, 2016, as extended annually thereafter, relating to the provision of maintaining aquatic plant maintenance for property owned and/or operated by the Lake Ashton Community Development District located in Polk County, Florida, as such services are more particularly described therein; and

WHEREAS, Owner and Contractor have determined it to be in the best interest of both the Owner and Contractor to extend of the term of the Agreement for an additional twelve (12) month period; and

WHEREAS, the parties hereto desire to memorialize their agreement that the term of the Agreement should be extended for an additional twelve (12) month period so that the Agreement shall remain in effect until September 30, 2021.

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. That the foregoing recitals are true, correct and are hereby incorporated by reference as terms.
2. That the Agreement is in full force and effect.
3. That, in accordance with Paragraph 14 of the Agreement, and in accordance with the election of the parties hereto to extend the term of the Agreement, the term of the Agreement shall continue for an additional period of twelve (12) months until September 30, 2021, unless terminated sooner in accordance with the terms of Agreement. The new termination date of the Agreement shall be September 30, 2021.
4. For the remaining term of the Agreement, Owner shall pay Contractor the amount of \$18,540, which shall be paid in monthly payments of \$1,545.00.
5. That, in order to facilitate execution of this Extension, this Extension may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

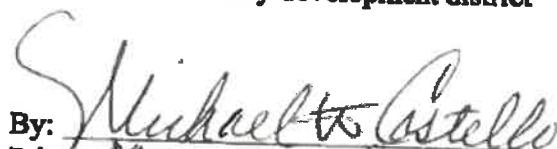
6. That, except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.
7. That, regardless of the date of execution of this Extension by the parties hereto, this Extension shall be deemed effective as of October 1, 2020.

IN WITNESS WHEREOF, the parties hereto have caused this Extension of the Aquatic Plant Management Agreement to be executed on their behalf by duly authorized representatives as of the date first set forth above.

Attest:



Secretary/Asst. Secretary

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

By: 
Print: MICHAEL W. COSTELLO
Chairman/Vice-Chairman
Board of Supervisors

**APPLIED AQUATIC MANAGEMENT,
INC.,** a Florida corporation


Witness

By: 
Print: Telly R. Smith
Title: PROJECT MANAGER

Witness



P.O. Box 1469
Eagle Lake, FL 33839
1-800-408-8882

AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: October 2, 2020

Name Lake Ashton CDD
Address 5385 N Nobb Hill Rd
City Sunrise, FL 33351
Phone 863-256-9184

This Agreement is between Applied Aquatic Management, Inc. hereafter called "AAM" and Lake Ashton CDD hereafter called "Customer".

The parties hereto agree as follows

- A. AAM agrees to provide aquatic management services for a period of 12 months in accordance with the terms and conditions of this Agreement in the following sites:
- One (1) lakefront. Twenty-one (21) golf course ponds.
 - E1 littoral shelf.
 - Two (2) canals.
 - Thirteen (13) Storm water retention ponds.
- B. The AAM management program will include the control of the following categories of vegetation for the specified sum:
- | | |
|------------------------------------|----------|
| 1. Submersed vegetation control | Included |
| 2. Emerged vegetation control | Included |
| 3. Floating vegetation control | Included |
| 4. Filamentous algae control | Included |
| 5. Shoreline grass & brush control | Included |

Service shall consist of an initial control (start-up) followed by monthly inspections and/or treatments as needed to maintain control of noxious growth throughout the term of our service.

- C. Customer agrees to pay AAM the following amounts during the term of this Agreement:

The terms of this agreement shall be: 10/01/2020 thru 09/30/2021.

Agreement will automatically renew as per Term and Condition 14.

Start-up Charge	NA	Due at the start of work	
Maintenance Fee	\$3,895.00	Due	monthly as billed x 12.
Total Annual Cost	\$46,740.00		

Invoices are due and payable within 30 days. Overdue accounts may accrue a service charge of 1 1/2% per month.

- D. AAM agrees to commence treatment within NA days, weather permitting, from the date of execution or receipt of the proper permits.
- E. The Agreement shall have no force & is withdrawn unless executed and returned by Customer to AAM on or before November 1, 2020
- F. Customer acknowledges that he has read and is familiar with the additional terms and conditions printed on the reverse side which are incorporated in this agreement.

Submitted: Telly R. Smith

Date: 10/1/2020

Accepted

Date:

AAM

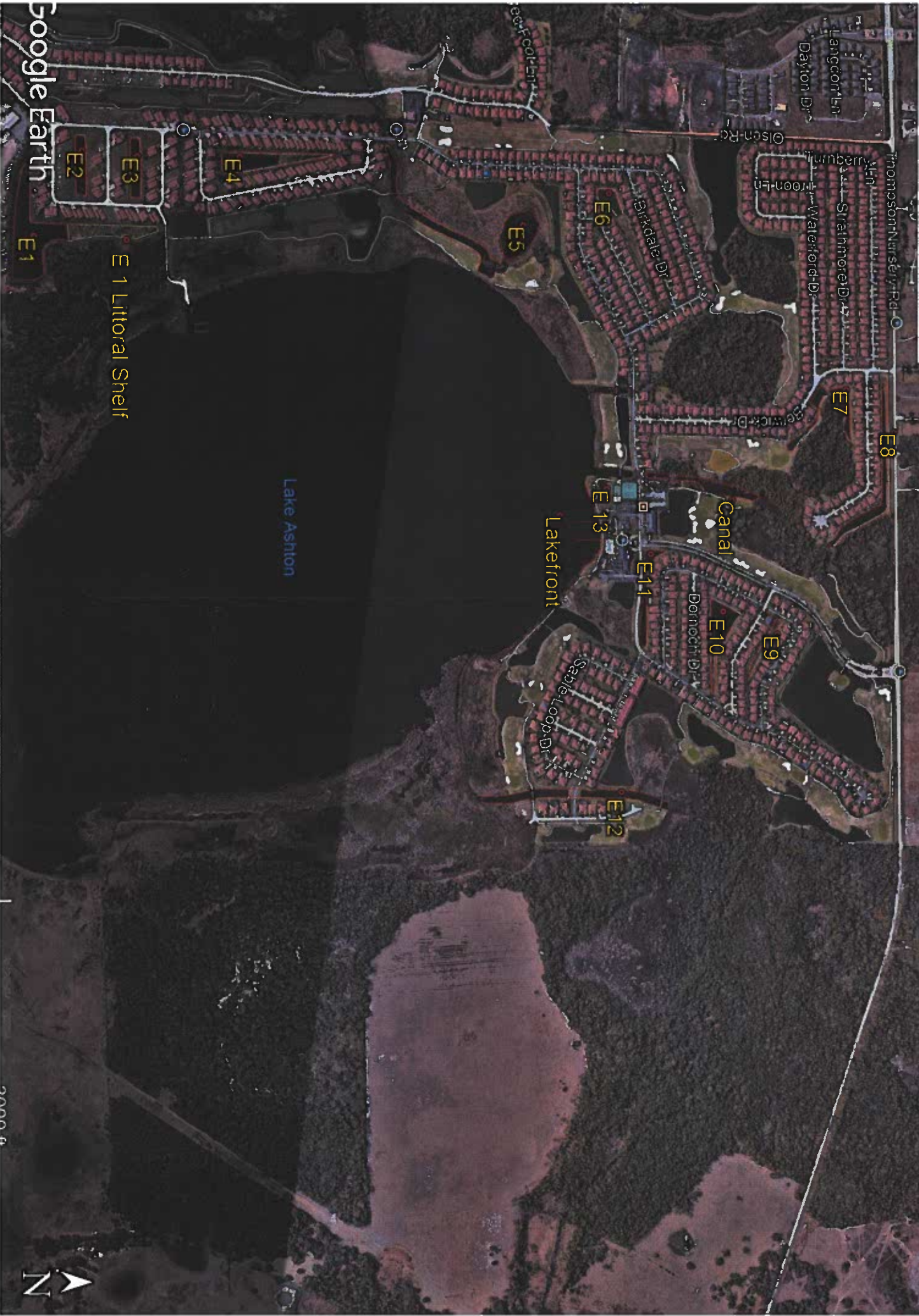
Customer

Terms and Conditions

1. The AAM Aquatic Plant Management Program will be conducted in a manner consistent with good water management practice using only chemicals which have a wide margin of safety for fish, waterfowl and human life and in conformance with applicable State and Federal Laws, regulations and rules. AAM agrees to indemnify Customer for any violation of such laws, rules or regulations.
2. Federal & State regulations require that various time-use restrictions be observed during & following treatment. AAM agrees to notify Customer of such restrictions verbally &/or by posting the restrictions at several readily visible locations on the perimeter of each body of water at the time of treatment. It shall be the Customer's responsibility to observe the restrictions throughout the required period. Customer understands & agrees that notwithstanding any other provisions of this Agreement, AAM does not assume any liability by any party to be notified, or to observe, the regulations.
3. The AAM Aquatic Plant Management Program is devised so that water areas are brought into a maintenance configuration as rapidly after their start, consistent with responsible management practices. Some forms of vegetation (particularly grasses & cattail) have visible residues after chemical treatment. Customer is responsible for removing such residues.
4. In addition to the amounts noted on the face of this Agreement, Customer shall also pay fees, taxes (including sales taxes) or charges that might be imposed by any government body with respect to the services offered herein.
5. This Agreement shall have as its effective date the first day of the month in which services are first rendered to Customer and shall terminate upon the last day of a month.
6. AAM is licensed & insured. Certificates of insurance will be provided upon Customer's request.
7. If at any time during the term of this Agreement, Customer does not feel AAM is performing in a satisfactory manner Customer shall promptly notify AAM who shall investigate the cause of Customer's lack of satisfaction & attempt to cure same. If nonsatisfactory performance continues, this Agreement may be voided by either party giving thirty days notice & payment of all monies owing to the effective date of termination, which shall be the last day of the month.
8. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders & regulations, curtailment or failure to obtain sufficient material, or other forces (whether or not of the same class or kind as those set forth above) beyond its reasonable control & which, by the exercise of due diligence, it is unable to overcome.
9. AAM agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of AAM however, AAM shall in no event be liable to Customer or others, for indirect, special or consequential damages resulting from any cause whatsoever.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
11. In the event a legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party is entitled to recover legal costs & reasonable attorney fees.
12. This Agreement constitutes the entire Agreement of the parties hereto & no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing & accepted by an authorized representative of AAM & Customer.
13. This Agreement may not be assigned by Customer without the prior written consent of AAM.
14. This Agreement shall automatically renew for term equal to its original term, unless a "Notice of Cancellation" has been received. The contract amount shall be adjusted at a minimum rate of 3% increase per year on the anniversary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.

Lake Ashton East CDD

8/9/19



Google Earth



2000 ft

SECTION 1

EXTENSION TO AQUATIC PLANT MANAGEMENT AGREEMENT

Lake Ashton Community Development District and Applied Aquatic Management, Inc. (2021)
(Lakefront, Twenty-One (21) Golf Course Ponds, E-1 Littoral Shelf, Two (2) Canals and
Thirteen (13) Stormwater Ponds)

THIS EXTENSION TO THE AQUATIC PLANT MANAGEMENT AGREEMENT (the “Extension”), dated October 1, 2021, is made by and between **LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the “Owner”), and **APPLIED AQUATIC MANAGEMENT, INC.**, a Florida corporation, (the “Contractor”).

WHEREAS, the Owner and the Contractor are parties to that certain Aquatic Plant Management Agreement (the “Agreement”), dated August 24, 2016, as extended thereafter, relating to the provision of maintaining aquatic plant maintenance for property owned and/or operated by the District located in Polk County, Florida, as such services are more particularly described therein; and

WHEREAS, Owner and Contractor have determined it to be in the best interest of both the Owner and Contractor to extend of the term of the Agreement for an additional twelve (12) month period; and

WHEREAS, upon the written agreement of both Owner and Contractor, the parties hereto desire to memorialize their agreement that the term of the Agreement should be extended for an additional twelve (12) month period so that the Agreement shall remain in effect until September 30, 2022, pursuant to the “Aquatic Plant Management Agreement,” dated September 13, 2021, prepared by the Contractor, attached hereto as **Exhibit “A”** (the “Proposal”). In the event of any conflict between the terms herein and the term(s) in the Proposal, the terms herein shall prevail.

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. That the foregoing recitals are true, correct and are hereby incorporated by reference as terms.
2. That the Agreement is in full force and effect.
3. That in accordance with the Agreement and in accordance with the election of the parties hereto to extend the term of the Agreement, the term of the Agreement shall continue for an additional period of twelve (12) months until September 30, 2022, unless terminated sooner in accordance with the terms of Agreement. The new termination date of the Agreement shall be September 30, 2022.

4. That in accordance with the terms of the Proposal and this Extension, the District agrees to pay the Contractor a total monthly fee of \$3,895.00, after the services are completed and have been inspected and approved by the District's authorized representative.

5. That the following provision applies:

COMPLIANCE WITH E-VERIFY SYSTEM

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Extension immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Extension, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Extension.

6. That, in order to facilitate execution of this Extension, this Extension may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

7. That, except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.

8. That, regardless of the date of execution of this Extension by the parties hereto, this Extension shall be deemed effective as of October 1, 2021.

IN WITNESS WHEREOF, the parties hereto have caused this Extension to be executed on their behalf by duly authorized representatives as of the date first set forth above.

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

Attest:

Secretary/Asst. Secretary

By: _____
Print: _____
Title: Chairman/Vice-Chairman of the
Board of Supervisors

**APPLIED AQUATIC MANAGEMENT,
INC.,** a Florida corporation

Witness

By: _____
Print: _____
Title: _____

Witness

Exhibit “A”

Proposal

[See attached.]



Renewal

P.O. Box 1469
Eagle Lake, FL 33839
1-800-408-8882

AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: September 13, 2021

Name Lake Ashton CDD
Address 5385 N Nobb Hill Rd
City Sunrise, FL 33351
Phone 863-256-9184

This Agreement is between Applied Aquatic Management, Inc. hereafter called "AAM" and Lake Ashton CDD hereafter called "Customer".

The parties hereto agree as follows

- A. AAM agrees to provide aquatic management services for a period of 12 months in accordance with the terms and conditions of this Agreement in the following sites:
One (1) lakefront. Twenty-one (21) golf course ponds.
E1 littoral shelf.
Two (2) canals.
Thirteen (13) Storm water retention ponds.
- B. The AAM management program will include the control of the following categories of vegetation for the specified sum:
- | | |
|------------------------------------|----------|
| 1. Submersed vegetation control | Included |
| 2. Emerged vegetation control | Included |
| 3. Floating vegetation control | Included |
| 4. Filamentous algae control | Included |
| 5. Shoreline grass & brush control | Included |

Service shall consist of monthly inspections and/or treatments as needed to maintain control of noxious growth throughout the term of our service.

- C. Customer agrees to pay AAM the following amounts during the term of this Agreement:

The terms of this agreement shall be: 10/01/2021 thru 09/30/2022.

Agreement will automatically renew as per Term and Condition 14.

Start-up Charge	NA	Due at the start of work	
Maintenance Fee	\$3,895.00	Due	monthly as billed x 12.
Total Annual Cost	\$46,740.00		

Invoices are due and payable within 30 days. Overdue accounts may accrue a service charge of 1 1/2% per month

- D. AAM agrees to commence treatment within NA days, weather permitting, from the date of execution or receipt of the proper permits.
- E. Customer acknowledges that he has read and is familiar with the additional terms and conditions printed on the reverse side which are incorporated in this agreement.

Submitted: Telly R. Smith

Date: 9/13/2021

Accepted

Date:

AAM

Customer

Terms and Conditions

1. The AAM Aquatic Plant Management Program will be conducted in a manner consistent with good water management practice using only chemicals which have a wide margin of safety for fish, waterfowl and human life and in conformance with applicable State and Federal Laws, regulations and rules. AAM agrees to indemnify Customer for any violation of such laws, rules or regulations.
2. Federal & State regulations require that various time-use restrictions be observed during & following treatment. AAM agrees to notify Customer of such restrictions verbally &/or by posting the restrictions at several readily visible locations on the perimeter of each body of water at the time of treatment. It shall be the Customer's responsibility to observe the restrictions throughout the required period. Customer understands & agrees that notwithstanding any other provisions of this Agreement, AAM does not assume any liability by any party to be notified, or to observe, the regulations.
3. The AAM Aquatic Plant Management Program is devised so that water areas are brought into a maintenance configuration as rapidly after their start, consistent with responsible management practices. Some forms of vegetation (particularly grasses & cattail) have visible residues after chemical treatment. Customer is responsible for removing such residues.
4. In addition to the amounts noted on the face of this Agreement, Customer shall also pay fees, taxes (including sales taxes) or charges that might be imposed by any government body with respect to the services offered herein.
5. This Agreement shall have as its effective date the first day of the month in which services are first rendered to Customer and shall terminate upon the last day of a month.
6. AAM is licensed & insured. Certificates of Insurance will be provided upon Customers request.
7. If at any time during the term of this Agreement, Customer does not feel AAM is performing in a satisfactory manner Customer shall promptly notify AAM who shall investigate the cause of Customer's lack of satisfaction & attempt to cure same. If nonsatisfactory performance continues, this Agreement may be voided by either party giving thirty days notice & payment of all monies owing to the effective date of termination, which shall be the last day of the month.
8. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders & regulations, curtailment or failure to obtain sufficient material, or other forces (whether or not of the same class or kind as those set forth above) beyond its reasonable control & which, by the exercise of due diligence, it is unable to overcome.
9. AAM agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of AAM however, AAM shall in no event be liable to Customer or others, for indirect, special or consequential damages resulting from any cause whatsoever.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida
11. In the event a legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party is entitled to recover legal costs & reasonable attorney fees.
12. This Agreement constitutes the entire Agreement of the parties hereto & no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing & accepted by an authorized representative of AAM & Customer.
13. This Agreement may not be assigned by Customer without the prior written consent of AAM.
14. This Agreement shall automatically renew for term equal to its original term, unless a "Notice of Cancellation" has been received. The contract amount shall be adjusted at a minimum rate of 3% increase per year on the anniversary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.

EXTENSION TO AQUATIC PLANT MANAGEMENT AGREEMENT

Lake Ashton Community Development District and Applied Aquatic Management, Inc. (2021)
(West Conservation Area from Clubhouse to Boat Ramp)

THIS EXTENSION OF THE AQUATIC PLANT MANAGEMENT AGREEMENT (the "Extension"), dated October 1, 2021, is made by and between **LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the "Owner"), and **APPLIED AQUATIC MANAGEMENT, INC.**, a Florida corporation, (the "Contractor").

WHEREAS, the Owner and the Contractor are parties to that certain Aquatic Plant Management Agreement (the "Agreement"), dated August 24, 2016, as extended thereafter, relating to the provision of maintaining aquatic plant maintenance for property owned and/or operated by the District located in Polk County, Florida, as such services are more particularly described therein; and

WHEREAS, Owner and Contractor have determined it to be in the best interest of both the Owner and Contractor to extend of the term of the Agreement for an additional twelve (12) month period; and

WHEREAS, upon the written agreement of both Owner and Contractor, the parties hereto desire to memorialize their agreement that the term of the Agreement should be extended for an additional twelve (12) month period so that the Agreement shall remain in effect until September 30, 2022, pursuant to the "Aquatic Plant Management Agreement" proposal submitted by the Contractor, attached hereto as **Exhibit "A"** (the "Proposal"). In the event of any conflict between the terms herein and the term(s) in the Proposal, the terms herein shall prevail.

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. That the foregoing recitals are true, correct and are hereby incorporated by reference as terms.
2. That the Agreement is in full force and effect.
3. That the term of the Agreement shall continue for an additional period of twelve (12) months until September 30, 2022, unless terminated sooner in accordance with the terms of the Agreement. The new termination date of the Agreement shall be September 30, 2022.
4. That in accordance with the terms of the Proposal and this Extension, the District agrees to pay the Contractor a total annual fee of \$5,600.00, paid by two payments of \$2,800.00, after the services are completed and have been inspected and approved by the District's authorized representative.

5. That the following provision applies:

COMPLIANCE WITH E-VERIFY SYSTEM

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Third Extension immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Extension, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Extension.

6. That, in order to facilitate execution of this Extension, this Extension may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.
7. That, except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.
8. That, regardless of the date of execution of this Extension by the parties hereto, this Extension shall be deemed effective as of October 1, 2021.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Extension of the Addendum to the Aquatic Plant Management Agreement to be executed on their behalf by duly authorized representatives as of the date first set forth above.

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

Attest:

Secretary/Asst. Secretary

By: _____
Print: _____
Title: Chairman/Vice-Chairman of the
Board of Supervisors

**APPLIED AQUATIC MANAGEMENT,
INC.,** a Florida corporation

Witness

By: _____
Print: _____
Title: _____

Witness

Exhibit “A”

Proposal

[See attached.]



P.O. Box 1469
Eagle Lake, FL 33839
1-800-408-8882

AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: September 13, 2021

Name Lake Ashton CDD
Address 5385 North Nob Hill Road
City Sunrise, FL 33351
Phone 407-398-2890

This Agreement is between Applied Aquatic Management, Inc. hereafter called "AAM" and Lake Ashton CDD hereafter called "Customer".

The parties hereto agree as follows

- A. AAM agrees to provide aquatic management services for a period of 12 months in accordance with the terms and conditions of this Agreement in the following sites:

Conservation Area From Clubhouse West to Boat Ramp at Lake Ashton
Sunrise, FL.

- B. The AAM management program will include the control of the following categories of vegetation for the specified sum:

- | | |
|---|----------|
| 1. Submersed vegetation control | NA |
| 2. Emersed vegetation control | NA |
| 3. Floating vegetation control | NA |
| 4. Filamentous algae control | NA |
| 5. Trimming & Miscellaneous Brush Control | Included |

Service Shall Consist of Trimming and Miscellaneous Brush Along Shoreline on a Semi-Annual Basis.

- C. Customer agrees to pay AAM the following amounts during the term of this Agreement:

The terms of this agreement shall be: 10/01/2021 thru 09/30/2022.

Agreement will automatically renew as per Term & Condition 14.

Start-up Charge	NA	Due at the start of work
Maintenance Fee	\$2,800.00	Due Semi-annually as billed x 2.
Total Annual Cost	\$5,600.00	

****All callbacks 21 days after service will be charged extra based on time and material.**

Invoices are due and payable within 30 days. Overdue accounts may accrue a service charge of 1 1/2% per month

- D. AAM agrees to commence treatment within 7 days, weather permitting, from the date of execution or receipt of the proper permits.
- E. Customer acknowledges that he has read and is familiar with the additional terms and conditions printed on the reverse side which are incorporated in this agreement.

Submitted: Telly R. Smith

Date: 9/13/2021

Accepted

Date:

AAM

Customer

Terms and Conditions

1. The AAM Aquatic Plant Management Program will be conducted in a manner consistent with good water management practice using only chemicals which have a wide margin of safety for fish, waterfowl and human life and in conformance with applicable State and Federal Laws, regulations and rules. AAM agrees to indemnify Customer for any violation of such laws, rules or regulations.
2. Federal & State regulations require that various time-use restrictions be observed during & following treatment. AAM agrees to notify Customer of such restrictions verbally &/or by posting the restrictions at several readily visible locations on the perimeter of each body of water at the time of treatment. It shall be the Customer's responsibility to observe the restrictions throughout the required period. Customer understands & agrees that notwithstanding any other provisions of this Agreement, AAM does not assume any liability by any party to be notified, or to observe, the regulations.
3. The AAM Aquatic Plant Management Program is devised so that water areas are brought into a maintenance configuration as rapidly after their start, consistent with responsible management practices. Some forms of vegetation (particularly grasses & cattail) have visible residues after chemical treatment. Customer is responsible for removing such residues.
4. In addition to the amounts noted on the face of this Agreement, Customer shall also pay fees, taxes (including sales taxes) or charges that might be imposed by any government body with respect to the services offered herein.
5. This Agreement shall have as its effective date the first day of the month in which services are first rendered to Customer and shall terminate upon the last day of a month.
6. AAM is licensed & insured. Certificates of Insurance will be provided upon Customers request.
7. If at any time during the term of this Agreement, Customer does not feel AAM is performing in a satisfactory manner Customer shall promptly notify AAM who shall investigate the cause of Customer's lack of satisfaction & attempt to cure same. If nonsatisfactory performance continues, this Agreement may be voided by either party giving thirty days notice & payment of all monies owing to the effective date of termination, which shall be the last day of the month.
8. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders & regulations, curtailment or failure to obtain sufficient material, or other forces (whether or not of the same class or kind as those set forth above) beyond its reasonable control & which, by the exercise of due diligence, it is unable to overcome.
9. AAM agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of AAM however, AAM shall in no event be liable to Customer or others, for indirect, special or consequential damages resulting from any cause whatsoever.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida
11. In the event a legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party is entitled to recover legal costs & reasonable attorney fees.
12. This Agreement constitutes the entire Agreement of the parties hereto & no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing & accepted by an authorized representative of AAM & Customer.
13. This Agreement may not be assigned by Customer without the prior written consent of AAM.
14. This Agreement shall automatically renew for term equal to its original term, unless a "Notice of Cancellation" has been received. The contract amount shall be adjusted at a minimum rate of 3% increase per year on the anniversary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.

EXTENSION TO AQUATIC PLANT MANAGEMENT AGREEMENT

Lake Ashton Community Development District and Applied Aquatic Management, Inc. (2021)
(East Conservation Area, Mitigations 1B & 7A, Wetlands 2-6 & 8 & Utility Easement)

THIS EXTENSION OF THE AQUATIC PLANT MANAGEMENT AGREEMENT (the "Extension"), dated October 1, 2021, is made by and between **LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the "Owner"), and **APPLIED AQUATIC MANAGEMENT, INC.**, a Florida corporation, (the "Contractor").

WHEREAS, the Owner and the Contractor are parties to that certain Addendum to Aquatic Plant Management Agreement (the "Agreement"), dated August 24, 2016, relating to the provision of maintaining aquatic plant maintenance for property owned and/or operated by the District located in Polk County, Florida, as such services are more particularly described therein; and

WHEREAS, Owner and Contractor have determined it to be in the best interest of both the Owner and Contractor to extend of the term of the Agreement for an additional twelve (12) month period; and

WHEREAS, upon the written agreement of both Owner and Contractor, the parties hereto desire to memorialize their agreement that the term of the Agreement should be extended for an additional twelve (12) month period so that the Agreement shall remain in effect until September 30, 2022, pursuant to the terms of the "Aquatic Plant Management Agreement" proposal prepared by the Contractor, dated September 9, 2021 (the "Proposal"). In the event of any conflict between the terms herein and the term(s) in the Proposal, the terms herein shall prevail.

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. That the foregoing recitals are true, correct and are hereby incorporated by reference as terms.
2. That the Agreement is in full force and effect.
3. That, the term of the Agreement shall continue for an additional period of twelve (12) months until September 30, 2022, unless terminated sooner in accordance with the terms of the Agreement. The new termination date of the Agreement shall be September 30, 2022.
4. That in accordance with the terms of the Proposal and this Extension, the District agrees to pay the Contractor a total annual fee of \$38,974.00, paid in quarterly payments of \$8,410.00, after the services are completed and have been inspected and approved by the District's authorized representative.

5. That the following provision applies:

COMPLIANCE WITH E-VERIFY SYSTEM

- (a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Third Extension immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.
 - (b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.
 - (c) By entering into this Extension, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Extension.
6. That, in order to facilitate execution of this Extension, this Extension may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.
 7. That, except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.
 8. That, regardless of the date of execution of this Extension by the parties hereto, this Extension shall be deemed effective as of October 1, 2021.

IN WITNESS WHEREOF, the parties hereto have caused this Extension to be executed on their behalf by duly authorized representatives as of the date first set forth above.

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

Attest:

Secretary/Asst. Secretary

By: _____
Print: _____
Title: Chairman/Vice-Chairman of the
Board of Supervisors

**APPLIED AQUATIC MANAGEMENT,
INC.,** a Florida corporation

Witness

By: _____
Print: _____
Title: _____

Witness

Exhibit “A”

Proposal

[See attached.]



P.O. Box 1469
Eagle Lake, FL 33839
1-800-408-8882

AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: September 9, 2021

Name Lake Ashton CDD Offices
Address 5385 N. Nob Hill Road
City Sunrise, FL 33351
Phone 954-721-86814 ext. 205

This Agreement is between Applied Aquatic Management, Inc. hereafter called "AAM" and Signee hereafter called "Customer".

The parties hereto agree as follows

- A. AAM agrees to provide aquatic management services for a period of 12 months in accordance with the terms and conditions of this Agreement in the following sites:
Mitigations: 1B, 7A
Wetlands: 2,3,4,5,6,8 & Utility Easement Wetland
East Conservation Area
Pine Island Located North Side of Lake Ashton
Near Pond E-5 and GC 20
- B. The AAM management program will include the control of the following categories of vegetation for the specified sum:
- | | |
|--|----------|
| 1. Submersed vegetation control | NA |
| 2. Emerged vegetation control | NA |
| 3. Floating vegetation control | NA |
| 4. Filamentous algae control | NA |
| 5. Nuisance & Exotic Vegetation Control. | Included |

Service shall consist of a minimum of quarterly inspections and/or treatments as needed to maintain control of noxious growth throughout the term of our service.

****All callbacks 21 days after service will be charged extra based on time and material.**

- C. Customer agrees to pay AAM the following amounts during the term of this Agreement:

The terms of this agreement shall be: 10/01/2021 thru 09/30/2022

Agreement will automatically renew as per Term & Condition 14.

Start-up Charge	\$5,334.00	Due at the start of work
Maintenance Fee	\$8,410.00	Due Quarterly as billed x 4.
Total Annual Cost	\$38,974.00	

Invoices are due and payable within 30 days. Overdue accounts may accrue a service charge of 1 1/2% per month

- D. AAM agrees to commence treatment within NA days, weather permitting, from the date of execution or receipt of the proper permits.
- E. The Agreement shall have no force & is withdrawn unless executed and returned by Customer to AAM on or before September 9, 2021
- F. Customer acknowledges that he has read and is familiar with the additional terms and conditions printed on the reverse side which are incorporated in this agreement.

Submitted: Telly R. Smith

Date: 9/9/2021

Accepted

Date:


AAM

Customer

Terms and Conditions

1. The AAM Aquatic Plant Management Program will be conducted in a manner consistent with good water management practice using only chemicals which have a wide margin of safety for fish, waterfowl and human life and in conformance with applicable State and Federal Laws, regulations and rules. AAM agrees to indemnify Customer for any violation of such laws, rules or regulations.
2. Federal & State regulations require that various time-use restrictions be observed during & following treatment. AAM agrees to notify Customer of such restrictions verbally &/or by posting the restrictions at several readily visible locations on the perimeter of each body of water at the time of treatment. It shall be the Customer's responsibility to observe the restrictions throughout the required period. Customer understands & agrees that notwithstanding any other provisions of this Agreement, AAM does not assume any liability by any party to be notified, or to observe, the regulations.
3. The AAM Aquatic Plant Management Program is devised so that water areas are brought into a maintenance configuration as rapidly after their start, consistent with responsible management practices. Some forms of vegetation (particularly grasses & cattail) have visible residues after chemical treatment. Customer is responsible for removing such residues.
4. In addition to the amounts noted on the face of this Agreement, Customer shall also pay fees, taxes (including sales taxes) or charges that might be imposed by any government body with respect to the services offered herein.
5. This Agreement shall have as its effective date the first day of the month in which services are first rendered to Customer and shall terminate upon the last day of a month.
6. AAM is licensed & insured. Certificates of Insurance will be provided upon Customers request.
7. If at any time during the term of this Agreement, Customer does not feel AAM is performing in a satisfactory manner Customer shall promptly notify AAM who shall investigate the cause of Customer's lack of satisfaction & attempt to cure same. If nonsatisfactory performance continues, this Agreement may be voided by either party giving thirty days written notice & payment of all monies owing to the effective date of termination, which shall be the last day of the month.
8. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders & regulations, curtailment or failure to obtain sufficient material, or other forces (whether or not of the same class or kind as those set forth above) beyond its reasonable control & which, by the exercise of due diligence, it is unable to overcome.
9. AAM agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of AAM however, AAM shall in no event be liable to Customer or others, for indirect, special or consequential damages resulting from any cause whatsoever.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida
11. In the event a legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party is entitled to recover legal costs & reasonable attorney fees.
12. This Agreement constitutes the entire Agreement of the parties hereto & no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing & accepted by an authorized representative of AAM & Customer.
13. This Agreement may not be assigned by Customer without the prior written consent of AAM.
14. This Agreement shall automatically renew for term equal to its original term, unless a "Notice of Cancellation" has been received. The contract amount shall be adjusted at a minimum rate of 3% increase per year on the anniversary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.

SECTION C

EXTENSION TO POOL MAINTENANCE AGREEMENT
(Lake Ashton Community Development District)

THIS EXTENSION OF POOL MAINTENANCE AGREEMENT (the “Extension”), dated October 1, 2021, is made by and between **LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the “Owner”), and **HEARTLAND COMMERCIAL POOL SERVICES, INC.**, a Florida corporation (the “Contractor”).

WHEREAS, the Owner and the Contractor are parties to that certain Pool Maintenance Agreement (the “Agreement”), dated November 8, 2013, as amended thereafter, relating to the provision of pool maintenance services for property owned and/or operated by the District located in Polk County, Florida, as such services are more particularly described therein; and

WHEREAS, Owner and Contractor have determined it to be in the best interest of both the Owner and Contractor to extend of the term of the Agreement for an additional twelve (12) month period; and

WHEREAS, upon the written agreement of both Owner and Contractor, the parties hereto desire to memorialize their agreement that the term of the Agreement should be extended for an additional twelve (12) month period so that the Agreement shall remain in effect until September 30, 2022, pursuant to the proposal submitted by the Contractor, attached hereto as **Exhibit “A”** (the “Proposal”). In the event of any conflict between the terms herein and the term(s) in the Proposal, the terms herein shall prevail.

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. That the foregoing recitals are true, correct and are hereby incorporated by reference as terms.
2. That the Agreement is in full force and effect.
3. That the term of the Agreement shall continue for an additional period of twelve (12) months until September 30, 2022, unless terminated sooner in accordance with the terms of the Agreement. The new termination date of the Agreement shall be September 30, 2022.
4. That in accordance with the terms of the Proposal and this Extension, the District agrees to pay the Contractor a total monthly fee of \$1,330.00, after the Services are completed and have been inspected and approved by the District’s authorized representative.
5. That the Services provided shall be in accordance with the Proposal.
6. That the following provision applies:

COMPLIANCE WITH E-VERIFY SYSTEM

- (a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Third Extension immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.
- (b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.
- (c) By entering into this Extension, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Extension.
7. That, in order to facilitate execution of this Extension, this Extension may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.
8. That, except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.
9. That, regardless of the date of execution of this Extension by the parties hereto, this Extension shall be deemed effective as of October 1, 2021.

IN WITNESS WHEREOF, the parties hereto have caused this Extension to be executed on their behalf by duly authorized representatives as of the date first set forth above.

[Signatures provided on following page.]

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

Attest:

Secretary/Asst. Secretary

By: _____
Print: _____
Title: Chairman/Vice-Chairman of Board of
Supervisors

**HEARTLAND COMMERCIAL POOL
SERVICES, INC.,** a Florida corporation

Witness

By: _____
Print: _____
Title: _____

Witness

Exhibit “A”

Proposal

[See attached.]



Heartland Commercial Pool Services Inc.

4736 US Hwy 98 North
Lakeland, FL 33809
863-648-9400
info@heartlandpoolsfl.com

**Agreement for Pool/Spa/ Cleaning Service for: Lake Ashton
for 2022 year.**

Services will include:

- 5 x per week service. (Monday – Friday) Pool & Spa.
- Testing and Adjusting of chemicals per State and County guidelines.
- Inspection of pumps, filters, chemical feeders, automation systems and operating equipment.
- Reporting of any broken safety and/or operating equipment with proposed estimate to fix equipment.
- Tile Cleaning, Brushing and Vacuuming minimum 2x weekly or as needed.
- Drain spa and refill and balance 4x a year.
- Cleaning of filter systems to keep them in optimal operating condition.
- An additional charge of \$125/hour for emergency after hour or weekend calls.
- Pool shocking, cleaning, and closing for fecal incidents on weekends or after hours will be billed out at \$150/hr. from office to office.

Monthly Investment:

- Pool & Spa 5 x week \$1313.00/Monthly
- Any additional cost for tracking, submitting, or uploading COI's and Invoices will be passed along as an administrative charged of 120% of the incurred charge.

Pricing and agreement are for (1) year as of the date signed below. Agreement can be canceled with written 30-day notice by either party.

Acceptance of services: _____
Signature Title

Print name Date

*COI and Licensing available upon request.

Be sure you are using a licensed contractor that is licensed for the work.

<http://www.myfloridalicense.com/DBPR/construction-industry/>

SECTION D

LANDSCAPE MAINTENANCE AGREEMENT

(Lake Ashton Community Development District and Yellowstone Landscape-Southeast, LLC)

THIS LANDSCAPE MAINTENANCE AGREEMENT (“Agreement”), effective as of the 1st day of October, 2021 (the “Effective Date”), between the **LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “District”), a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC**, a Florida limited liability company (hereinafter referred to as “Contractor”), whose mailing address is P.O. Box 849, Bunnell, Florida 32110.

W I T N E S S E T H:

Subject to and upon the terms and conditions of this Agreement and in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. DEFINITIONS.

(a) Agreement. The Agreement consists of: (i) this Landscape Maintenance Agreement; and (ii) the Yellowstone Landscape Proposal attached hereto as Exhibit “A” (the “Proposal”). The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation, or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 14. In the event of any conflict between the terms herein and term(s) in the Proposal, the terms herein shall prevail.

(b) Services. The term “Services” as used in this Agreement shall be construed to include all activities and services set forth in the Proposal, and all obligations of Contractor under this Agreement, including any addenda or special conditions.

2. SCOPE OF WORK.

(a) A description of the nature, scope, location and schedule of the Services to be performed by Contractor under this Agreement shall be as described in the Proposal. The area to be included under this Agreement may be amended by the mutual consent of the District and the Contractor.

3. COMMENCEMENT OF SERVICES AND TERM. Contractor shall commence the Work on the Effective Date and shall perform same in accordance with the terms herein, including the Proposal, and as determined by the sole reasonable satisfaction of the District which shall be evidenced by the District’s payment to the Contractor. The term for this Agreement is one year beginning on the Effective Date and ending on September 30, 2022.

4. DISTRICT MANAGER.

(a) The District's authorized representative (herein referred to as the "District Manager") shall be the District Manager of the District, which is Governmental Management Services – Central Florida, LLC, whose mailing address is 219 E. Livingston Street, Orlando, Florida, 32801, Attention: Jill Burns; provided, however, that the District may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District's representative for the purpose of this Agreement.

(b) All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the District shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the District, provided, however, that the District (and not the District Manager or any other agents of the District) shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

5. COMPENSATION, PAYMENTS AND INSPECTION RIGHTS PRIOR TO FINAL PAYMENT.

(a) In accordance with the terms of the Proposal, the District agrees to pay the Contractor a total fee of \$16,210 per month for all Services listed in the Proposal for that month, after the Services are completed and have been inspected and approved by the District's authorized representative.

(b) Work Authorizations shall mean orders or directives issued by the District. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which services are required, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the District's sole discretion. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of District to perform the same.

(c) District retains the right to reduce any portion of Contractor's Scope of Services as set forth in Article 2. Should this occur, a revised Scope of Services will be agreed upon in writing by both District and Contractor.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Contractor hereby represents to District that: (i) it has the experience, qualifications and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iii) it has the necessary equipment, materials and inventory required to perform the Services as set forth in this Agreement; (iv) it has,

by careful examination, satisfied itself as to: (a) the nature, location and character of the area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area, and to the extent pertinent, all other conditions; and (b) all other matters or things which could in any manner affect the performance of the Services.

(b) The Contractor warrants to the District that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Agreement documents.

7. EMPLOYEES; INDEPENDENT CONTRACTOR STATUS.

(a) All matters pertaining to the employment, supervision, compensation, insurance, promotion, and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, for each individual Contractor employee on the District's premises at any time, a criminal background check performed by an appropriate federal or state agency or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline and good order among its employees on the District's premises. Contractor shall comply with all requirements of the E-Verify System as set forth in Article 18.

(b) Contractor is an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Contractor. Contractor has no authority to enter into any contract or contracts, whether oral or written, on behalf of the District.

8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders. Contractor is responsible for obtaining all permits or other approvals required for the Services.

(b) Contractor hereby covenants and agrees to comply with all of the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its Services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the District that it intends to contest such orders or requirements and that

Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

(c) The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the “Sunshine Law,” the “Public Records Law,” the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

9. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY.

(a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the District. In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through work zones, and handling and use of materials, vehicles, and equipment.

(b) The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the District has undertaken or assumed any part of that responsibility.

(c) Contractor shall, prior to performing any of the Services, provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training. Contractor shall assure that all employees are licensed and/or have all applicable permits, necessary to perform the Services.

(d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

(a) Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records custodian of the District is the District Manager, which is currently Governmental Management Services - Central Florida, LLC (the “Public Records Custodian”). Contractor shall, to the extent applicable by law:

(i) Keep and maintain public records required by District to perform services;

(ii) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;

(iii) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and

(iv) Upon completion of the Agreement, transfer to the District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (407-841-5524), OR BY EMAIL AT JBURNS@GMSCFL.COM, OR BY REGULAR MAIL AT 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTENTION: DISTRICT PUBLIC RECORDS CUSTODIAN.

11. INSURANCE.

(a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:

(i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of \$1,000,000 single limit per occurrence, protecting it and District from claims for bodily injury (including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Contractor's services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees;

(ii) Occurrence based automobile liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed hereunder;

(iii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of \$100,000 per occurrence; and

(iv) Employers liability, with a minimum coverage level of \$1,000,000.

(b) All such insurance required in Paragraph 11(a) shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance required under paragraph 11(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished to the District. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to District whatsoever.

12. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. INDEMNIFICATION Contractor agrees to indemnify, save harmless and defend the District, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the District, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Contractor's (or its agents, employees or subcontractors) breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or subcontractors, related to or in the performance of this Agreement.

14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

(a) A Work Authorization shall be in writing by the District, which shall consist of additions, deletions or other modifications to the Agreement.

(b) The District may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the District. Upon receipt of any Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

15. PROTECTION OF PERSONS AND PROPERTY; MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in

connection with the Services, and shall provide all protection to prevent injury to persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.

(b) All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the District and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

(c) The Contractor shall at all times keep the general area in which the Services are to be performed, including but not limited to sidewalks, roadways, trails, rights-of-way, open spaces, and all such areas impacted by the Services, clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the District may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the District may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the District in undertaking such action against any sums then or thereafter due to the Contractor.

(d) Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Services provided hereunder.

16. SUSPENSION OR TERMINATION.

(a) Anything in this Agreement to the contrary notwithstanding, District shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor.

(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days' written notice, terminate the Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the District may, under any of the circumstances above, terminate any portion

of this Contract (by reducing, in such a manner as District deems appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.

17. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

(a) Nothing contained in the Agreement shall create any contractual relationship between the District and any Subcontractor. However, it is acknowledged that the District is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

(b) Contractor shall coordinate the services of any Subcontractors and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and coordination of all Services furnished by the Contractor or its Subcontractors.

(c) All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and condition of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the District, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

18. COMPLIANCE WITH E-VERIFY SYSTEM

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

19. NOTICE.

(a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District: Lake Ashton Community Development District
c/o Governmental Management Services–Central Florida,
LLC
219 E. Livingston Street
Orlando, Florida 32801
Attention: Jill Burns, District Manager
Telephone: (407) 841-5524

Copy to: Latham, Luna, Eden & Beaudine, LLP
201 South Orange Ave., Suite 1400
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, District Counsel
Telephone: (407) 481-5800

If to Contractor: Yellowstone Landscape-Southeast, LLC
P.O. Box 849
Bunnell, Florida 32110
Telephone: (386) 437-6211

(b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

20. ATTORNEYS' FEES. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties of the Agreement for injunctive relief, for an alleged breach or default of, or any other action arising out of the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

21. GOVERNING LAW AND JURISDICTION. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Polk County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN POLK COUNTY, FLORIDA.**

22. SEVERABILITY. In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.

23. NO WAIVER. No failure by either party to insist upon the strict performance of any covenant, duty, contract or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, contract, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, contract, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

24. NO MODIFICATION. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire contract made between the parties and may not be modified orally or in any manner other than by a contract in writing signed by all parties hereto or their respective successors in interest.

25. TIME IS OF THE ESSENCE. The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.

26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SIGNATURE PAGE TO
LANDSCAPE MAINTENANCE AGREEMENT**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed
affective as of the day and year first above written.

DISTRICT:

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Chairman/Vice-Chair, Board of Supervisors

CONTRACTOR:

**YELLOWSTONE LANDSCAPE-
SOUTHEAST, LLC**, a Florida limited
liability company

By: _____
Print: _____
Title: _____

EXHIBIT “A”

PROPOSAL

Proposal No. 111225; Proposal No. 106804; Proposal No. 111225

[*ATTACHED*]

Lake Ashton 2021 - 2022 Budget

Contractor: Yellowstone Landscape

Property: Lake Ashton CDD

Address: 1773 Business Center Lane
Kissimmee, FL 34758
Phone: (407) 396-0529

**Address: 4141 Ashton Club Drive
Lake Wales, FL 33859**

Phone: (863) 324-5457

Contact: Rob Stultz

Contact: Christine Wells

Dates: 10/1/2021 through 9/30/2022

	2021 OCT	2021 NOV	2021 DEC	2022 JAN	2022 FEB	2022 MAR	2022 APRIL	2022 MAY	2022 JUN	2022 JUL	2022 AUG	2022 SEP	TOTAL
MOWING	8,700	8,700	8,700	8,700	8,700	8,700	8,700	8,700	8,700	8,700	8,700	8,700	\$104,400
DETAILING - trimming and weed control	2,520	2,520	2,520	2,520	2,520	2,520	2,520	2,520	2,520	2,520	2,520	2,520	\$30,240
TURF CARE	857	857	857	857	857	857	857	857	857	857	857	857	\$10,284
TREE / SHRUBCARE	355	355	355	355	355	355	355	355	355	355	355	355	\$4,260
STONE	750	750	750	750	750	750	750	750	750	750	750	750	\$9,000
Mulch <i>62.5 yds spring 62.5 yds fall</i>	0	0	0	0	0	0	2,250	0	0	0	0	2,250	\$4,500
Annuals	0	0	1,900	0	0	0	1,900	0	0	0	1,900	0	\$5,700
TREE PRUNING			2,205							5,205			\$7,410
IRRIGATION MAINT.	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	\$18,720
TOTAL FEE PER MONTH:	\$14,742	\$14,742	\$18,847	\$14,742	\$14,742	\$14,742	\$18,892	\$14,742	\$14,742	\$19,947	\$16,642	\$16,992	\$194,514

[illegible]

EXHIBIT A SCOPE OF SERVICES

1. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES

The Contractor shall meet the requirements and follow the procedures associated with all items in this Agreement. These general requirements and procedures are as follows:

1.1 Operation Procedures

The Contractor shall perform the basic services outlined within the Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday unless specified otherwise or directed by the Owner. In addition, operation of leaf blowers shall be prohibited between the hours of 7:00 a.m. and 9:00 a.m. The Contractor may submit a request for additional operation time, in response to poor weather conditions, to be reviewed for approval by the Owner. The Owner will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personnel vehicles will be parked only in areas designated by the Owner.

1.2 Key Personnel

1.2.1 All Work shall be managed and/or directed by key personnel identified in the proposal. Any changes in the assigned key personnel shall be subject to approval by the Owner. Where applicable, the Contractor shall require certifications, training, etc. be secured and updated for all employees for the maintenance and technical services performed under the contract.

1.1.1 Contractor shall provide one (1) Project Manager who is knowledgeable of the Contractor's daily activities when performed at the site. This Manager shall serve as the point of contact between the Owner and Contractor. The Manager shall be responsible for coordinating all scheduled services with the Owner and for the timely scheduling of unscheduled maintenance services.

1.1.2 Contractor shall provide at least one (1) full-time onsite Field Supervisor to observe and monitor the daily activities including landscape, irrigation, and general grounds maintenance operations.

1.3 Personnel Dress Code

The Contractor shall ensure that employees working on the Project shall wear uniforms or professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the Owner is unsightly for any reason, shall be strictly prohibited. Contractor personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

1.4 Personnel Conduct

The Contractor shall enforce strict discipline and good order among its employees on the project site. The Contractor shall ensure that its employees who communicate and interact with the community and any other customer/party associated with the Project are knowledgeable of the Project and the Services the Contractor is performing.

1.5 Safety Program

The Contractor shall develop, implement, and maintain a safety program for its operations on the Project. That safety program shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintaining equipment safety features, and safety record keeping.

The Contractor shall comply with all State of Florida and Federal and local regulations, rules and orders, as they pertain to occupational safety and health, the safe operation and security of the facilities.

The Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to, items necessary to protect its employees and the general public, if applicable.

1.6 Facility Location

The Owner shall not provide a facility on the Project Site for the Contractor as part of this Scope of Services. The Contractor shall, upon availability of space and receipt of written approval from the Owner, be allowed to temporarily store, if necessary, its materials and equipment on site at an Owner-selected location. The Contractor shall be responsible for security of its stored materials and equipment, as well as any connections for utilities to the storage site.

1.7 Subcontractors

If the Contractor, as a part of the performance of its Services, elects to employ Subcontractors, the following shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its Subcontractors.
- The Contractor shall require all of its Subcontractors, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.

1.8 Consultants

If the Contractor, as a part of the performance of its Services, elects to employ consultants, the following shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its consultants.
- The Contractor shall require all consultants, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.

1.9 Document Control and Data Management

1.9.1 Document Control

The Contractor shall keep accurate records of documents received and, if applicable, issued by this Contractor. A "document log" shall be maintained during the work of this Contractor to provide records on the information available to or from this Contractor. The "log" shall outline document titles and dates, the originator, received dates, and to/from information. This "log" shall be updated monthly and submitted to the Owner when requested.

1.9.2 Data Maintenance

The Contractor shall, after review with the Owner, establish a systematic process for the insertion of revised sets and the integration of that data into the overall Project plan after verification for compatibility and consistency of the information received with existing information.

1.9.3 Data Dispersal

Should the Contractor distribute data to others, the Contractor shall document the distribution of data by completing a letter of transmittal. All distribution of data shall be accompanied by a letter of transmittal with a copy provided to the Owner identifying:

- Party to whom the data is being transferred

- Origination of the request for transfer
- Name of data being transferred
- Type(s) of data being transferred
- Date of transfer
- Purpose of transfer or use of information
- Further action necessary

The Contractor shall propose a format for, and keep a log of, all data transfers for updates to the Owner.

1.10 Verification of Data

All data provided to the Contractor shall be examined for consistency with its records and work efforts. Any obvious inconsistency shall be reported to the Owner verbally and in writing, upon discovery.

1.11 Ownership of Data

It is to be understood that all data transmitted, and material/equipment purchased under this contract by the Contractor or provided to the Contractor, either by the Owner or third parties, are the sole property of the Owner. The Contractor shall have temporary charge of the data while performing contracted services for the Project. All data shall be returned to the Owner at the conclusion of the Project, after which, no copies of the data may be kept by the Contractor without the express written permission of the Owner.

The Owner shall retain the right to require that the Contractor transfer all Project data, material, or equipment to the Owner immediately upon fourteen (14) days' written notice, for any reason. The same procedures shall apply should it become necessary for the Contractor to voluntarily return all Project data to the Owner.

1.12 Certification

Contractor shall possess and provide owner with evidence of all necessary certifications and/or licenses to perform the services required under this Scope of Services.

1.13 Quality Control

The Owner will have the right, at any stage of the operation, to reject any or all of the Contractor's services and materials, which in the Owner's opinion does not meet the requirements of these specifications. Throughout the entire landscape, the Contractor shall maintain the installed number of shrubs, ground cover, and trees in addition to the installed amount of turf grasses. The Contractor shall replace or reimburse the Owner for the cost of replacement or repairs, at the Contractor's own expense, those turf areas, shrubs, ground cover, and trees that are damaged or lost due to insects, disease, fungus, and/or over watering or insufficient watering from irrigation system as directed by the Owner. All replacements shall meet the current size, specifications, and quality of surrounding related material. Any other CDD items damaged due to the Contractor's negligence shall be repaired or replaced as directed by the Owner at the Contractor's own expense. All repairs and replacements shall also occur within two (2) weeks of notice from the Owner.

If requested by the Owner, the Contractor will make weekly walk-through reviews of the entire site related to visual observations and the Contractor's performance. The Contractor will make repairs and adjustments, as directed by the Owner. The Contractor shall provide the Owner with a weekly updated maintenance log addressing all activities occurring in that week.

2. COORDINATION

The Contractor shall provide coordination with the Owner for all items associated with the requirements of this Agreement.

2.1 General Coordination

The Contractor shall meet with the Owner and its separate consultants as appropriate, on a weekly basis. Those meetings shall serve as forum for the exchange of information, identification of pertinent and

critical issues, determination of an action plan and schedule for resolving those issues, review of schedule and budget status, and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the Owner of the Contractor.

In addition, the Contractor shall provide a representative to attend the monthly meeting of the Board of Supervisors if requested to do so by the Owner. This representative shall be knowledgeable of this Project Scope and Scope of Services and shall be able to respond to any questions the Board may have as to the day-to-day activities at the Project site pursuant to this Agreement.

Coordination of construction, operation, and general maintenance within Lake Ashton Community Development District is considered one of the many critical activities of the Contractor. Further, coordination of those efforts with all parties involved, or those with the need to know is crucial to the success of the Project. While all parties involved with the Project cannot be identified at this time, a partial list is provided as follows:

- CDD District Manager
- CDD District Engineer
- CDD District Representative
- CDD Aquatic Weed Control Maintenance Contractor
- TECO/Peoples Gas
- Polk County and its various departments
- City of Lake Wales and its various departments
- SWFWMD
- Adjacent property owners, as directed by the Owner
- Lake Ashton II Community Development District Lake Ashton Golf Club Manager

2.2 Contractor's Project Manager

Contractor shall designate an on-site representative who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as the single point of contact, on a daily basis, between the Owner and the Contractor. This individual shall maintain at all times a means of being contacted by the Owner (pager, cellular phone, or radio) and shall respond to such calls within twenty (20) minutes of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the Owner of this daily schedule for quality control of the Contractor's service and for arranging and supervising unscheduled service requests by Owner.

3. SCHEDULED OPERATIONS AND MAINTENANCE

The Contractor shall meet all requirements associated with turf care, shrubs/ground cover care, tree care, irrigation system, pressure washing and litter removal, as required in this Agreement. The contractor shall make a complete site inspection of Lake Ashton II, specifically the areas of COD maintenance. Exhibit B includes a map identifying the general limits of COD maintenance. All landscaping, hardscape, structures (fences, entry features, benches, etc.) within the CDD areas shall be maintained by this Contractor in accordance with the following requirements:

3.1 Turf Care

3.1.1 Mowing

- a. All lawns located in developed areas, including St. Augustine and Bahia, shall be mowed once per week from April through September, three (3) times per month in March and October, and once every other week from November through February. Mowing shall be performed at a minimum frequency of 42 times per year for St. Augustine and 32 times per year for Bahia, or as needed.

- b. Bahia located in undeveloped areas and within limits shall receive mowing once every other week from March through October and once per month from November through February. Mowing shall be performed for these areas at a minimum frequency of 32 times a year.
- c. Turf areas shall be cut to a height of no more than four (4) inches nor less than two and one-half (2½) inches, to foster photosynthesis and healthy root development per IFAS.
- d. Mower blades shall be kept sharp at all times to prevent tearing of grass blades.
- e. Mulching type-mowing equipment is preferred, and no side discharges are permitted on walk-behind mowers.
- f. Visible clippings after mowing shall be removed to prevent thatch build up.
- g. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers.
- h. All clippings shall be kept out of ornamental beds, off all sidewalks, roadways, and waterways.

3.1.2 Edging

- a. Hard surface edging is to be defined as outlining and/or removing turf from along all sidewalks and curbs, and soft surface edging is to be defined as outlining and/or removing turf from all tree rings and planting beds, etc. by the use of a mechanical edger.
- b. All hard surface edging shall be performed to maintain straight and sharp edges between curbs/sidewalks and turf areas. Edging shall be completed the same day and at the same frequency that an area is mowed.
- c. All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas in a clean manner, free of imperfections, at the same frequency as detailing of plant beds (once every three weeks). All plant bed edges shall be maintained to the curves, as originally designed.
- d. The edging equipment shall be equipped with manufacturer's guard to deflect hazardous debris. String or lined trimmers shall not be used.
- e. All sidewalks, streets, and roadways shall be immediately swept, blown, or vacuumed to maintain a clean, well-groomed appearance.
- f. The proper safety precautions shall be taken when edging (i.e., safety vest, signage, warning light, etc.) along roadways as required by Federal, State or local law, as deemed necessary by the Contractor and/or as directed by the Owner.

3.1.3 Trimming

All areas inaccessible to mowers and/or otherwise un-mowable due to trees, light poles, chain link fences, signs, rocks, culverts, miscellaneous hardscape items, etc. shall be trimmed at the same height, same day, in the same frequency as mowing. Grass runners around all ponds will be trimmed every other mowing between March October and every mowing between November February, or as needed. To protect against erosion and filter run-off. Trimming shall be performed with the use of a string trimmer or other mechanical means. Chemical use shall be encouraged when working within six (6) inches of any vinyl fence posts. All other chemical use will not be permitted unless approved by Owner.

3.1.4 Weed and Disease Control

- a. Two (2) applications (full coverage) of weed and disease/fungus control shall be provided in the months of March and November of each year for all St. Augustine areas. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeding shall be performed to a level that is acceptable to the Owner. Additional requirements for weed control are defined in paragraph 3.2.2.
- b. Turf areas shall be continuously monitored for infestations of disease/fungus and weeds and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All State and Federal regulations governing the use/application of chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.1.5 Fertilization

All fertilizers shall be applied (full coverage) according to manufacturer's instructions. Fertilizers shall be applied with the turf is dry and not over an early morning dew. Fertilizers shall be watered following application on the same day. Apply lawn fertilizer with broadcast spreaders and overlap consistently for uniform coverage.

- a. A custom blended granular fertilizer shall be applied at least four (4) times per year (February, April, June, and October) for St. Augustine. Additional applications of micronutrients may be needed in July or August for St. Augustine turf.
- b. Analysis, scheduled applications, and application rates per 1,000 square feet shall be approved by the Owner and at a minimum include: a full trace element package of iron, magnesium, zinc and calcium. Analysis may be different depending on the season of application and should always meet the specific site conditions. The minimum application rate shall be one (1) pound of nitrogen per 1,000 square feet per application. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- c. The Owner reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.
- d. A State inspection of analysis along with an actual certified fertilizer label, legible and otherwise suitable condition for filing, must be submitted for approval.
- e. To maintain uniform turf color, fertilization shall be completed within ten (10) working days per phase in its entirety.
- f. All fertilizers shall be kept out of canals and storm water retention ponds and be removed immediately from all sidewalks and roadways.
- g. A report containing bag usage and tonnage per area shall be submitted immediately following fertilization.
- h. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- i. Contractor shall provide MDSD sheets for all chemicals to the Owner prior to start of contract. Contractor shall also provide MDSD sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.1.6 Pest Control

- a. The Contractor will provide one (1) application (full coverage) of insect control per year in the month of March, for St. Augustine. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Turf areas shall be continuously monitored for infestations of insects and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.1.7 pH Adjustment

It is anticipated that the soil pH level may require adjustment in various areas throughout the Project site. The Contractor shall perform, as directed by the Owner, soil tests for any and all areas where the landscape is not responding adequately to the landscape care program. Based on the pH test results, the Contractor shall provide a pH adjustment program, if required, to be approved by the Owner. These areas will be monitored and, as directed by the Owner, follow-up tests will be required. The soil test and the pH adjustments shall be considered part of the base Scope of Services.

3.2 Shrubs/Ground Cover Care

3.2.1 Pruning

- a. Detailing of planted areas shall be performed in a sectional method, with the frequency of once every four weeks, or as needed. Detailing includes trimming, pruning and shaping of all shrubbery, ornamentals and ground cover, removal of under story tree suckers, removal of unwanted vegetation. Contractor shall provide to the Owner a sectional detailing operation map for review and approval within 30 days after the Contractor's notice to proceed.
- b. Shrubs shall be hand clipped to remove only the top excess growth. Hedge sheering shall not be performed until shrub rows are completely full and have obtained at least three (3) feet full height. Pruning sides of shrubs shall be avoided to allow the mass to naturally fill.
- c. No pruning shall be performed on live wood that alters the shape and fullness with respect to the intended character of the plantings. Any shrub damage from equipment, other negligent activities, or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.
- d. Shrubs shall be pruned according to Owner's specific instructions.
- e. There is Creeping Fig on the perimeter wall east and west of the main entrance. The contractor will prune the Fig at least four (4) times per year.
- f. Summer flowering shrubs shall be pruned yearly during late winter/early spring {late February- April}.
- g. Spring flowering shrubs shall be pruned yearly after blooming.
- h. Broad leaf evergreen shrubs shall be hand-pruned yearly to maintain their natural appearance after the new growth has hardened off.
- i. Conifers shall be pruned yearly after the foliage of the new growth has changed color.

- j. Ground covers shall be edged and pruned to contain them within the planting beds.
- k. The main stem of shrubs or vine-like plants planted near fences shall be secured to the fence with plastic tie material to allow new growth to be guided as directed by the Owner.
- l. All clippings shall be removed from all sidewalks, roadways, and waterways, and disposed off-site.
- m. A general schedule of pruning will be submitted as an annual guideline for approval
- n. Selective pruning, balling and shaping shall be performed as needed to expose landscape lights and remove all dead wood.

3.2.2 Weeding

- a. The Contractor shall be required to maintain all mulched areas free of weeds to a level that is acceptable to the Owner by hand pulling or chemical means as environmental, horticultural and weather conditions permit. An appropriate combination of "pre" and "post" emergent is strongly recommended. Weeding shall be performed in conjunction with the detailing of planted areas at a minimum frequency of once every three weeks. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeds around impervious surfaces shall be sprayed as soon as observed. All weeds collected shall be removed and disposed off-site.
- b. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhere to or failing to adhere to these regulations.
- c. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.2.3 Fertilization

- a. A custom blend fertilizer shall be applied at least three (3) times per year (February, May and October). Analysis shall include a trace element of iron, magnesium, zinc and calcium. Analysis and program should be structured to meet the specific site conditions. Reapplications, if required in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Fertilizers shall be applied at a rate of 12 pounds of nitrogen per 1,000 square feet of bed area.
- c. Fertilizers shall have the following:
 - 1 Forty percent nitrogen derived from sulfate; 60% from controlled release .
 - 2 A ratio of nitrogen to potassium at 1 to 1.
 - 3 Two percent iron, minimum.
 - 4 Two percent magnesium, minimum.
 - 5 One percent magnesia, minimum.
 - 6 Three percent phosphorous, minimum.
 - 7 Include elements of calcium, boron, copper, zinc and phosphor.
- d. Alternative fertilizer analysis may be approved by the Owner, if the Contractor substantiates reasons for healthier plant growth.

- e. Granular fertilizer shall be applied by hand or hand-operated broadcast spreader insuring uniform coverage. Fertilization shall be completed within ten (10) working days.
- f. A State inspection of analysis along with an actual label in legible and otherwise suitable condition for filing shall be submitted for approval.
- g. All fertilizer shall be kept out of canals and lakes and be removed immediately from all sidewalks, pedestrian areas and roadways.
- h. A report containing name of product applied, mix ratio, rate of application, amount of product applied, and location of application shall be submitted immediately following fertilization.
- i. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- j. Contract shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.2.4 Pest and Disease Control

- a. The Owner shall be notified one week prior to any chemical application. All over spray shall be prevented and contact with any pedestrians, their property or pets shall be strictly avoided.
- b. All landscape areas shall be continuously monitored for infestations of insects and disease/fungus, and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. BMP is monitored monthly, applied as needed. If plants are lost due to Contractor neglect or failure, plants will be replaced by the Contractor at the Contractors expense.
- d. Use manufacturers' instructions for proper applications. Operating personnel shall be knowledgeable for monitoring and identification and licensed for application. All chemicals shall be used in strict accordance with Federal, State and County directive on environmental control and carry an EPA approval number.
- e. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- f. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.2.5 Mulching

Premium grade cocoa brown mulch shall be installed one (1) time per year in the Fall at a depth of 1.5 inches to 2 inches. Mulch in excess of 2 inches shall be removed from the planting areas.

3.2.6 pH Adjustment

A soil analysis and pH adjustment shall be provided for shrubs/ground cover as per section 3.1.7.

3.3 Annuals

- 3.1.1 Annual flowers will be changed out (3) times per year with selected "standard" varieties best suited to the seasonal and environmental conditions at the ideal spacing for the plant varieties chosen. Please consult with the owner about recommended plant types prior to installation.

- 3.1.2 All soils are to be rota-tilled to a depth of 4 inches after removing and prior to installing new flowers. Annual mix soil will be replenished up to (3) times a year with the annual rotation if necessary
- 3.1.3 Annual flower beds will be serviced (52) times a year to remove flowers that are fading or dead {deadheading} to prolong blooming time and to improve the general appearance of the plant. Any damaged or dead flowers will be replaced, at Contractor's expense.
- 3.1.4 Fungicides and insecticides will be applied as needed to maintain healthy planting beds.
- 3.1.5 Annual flower beds are not to be left empty for more than (5) working days at any given time, unless replacement is prevented by severe weather conditions.
- 3.1.6 Flower saver plus {or comparable product} which contains beneficial soil microorganisms and rich organic soil nutrients will be incorporated in the annual flower change. Supplemental top dressing with a control release fertilizer and/or soluble fertilizer (such as Peters 20-20-20) will be applied to enhance flowering and plant vigor.

3.4 Tree Care

3.4.1 Pruning

- a. Removal of dead limbs and branches from all trees shall occur at a minimum of two times per year, February and August, or as directed by the Owner. No pruning should be performed on live wood that would affect the fullness with respect to the intended character of the plantings. Any tree damaged from equipment, other negligent activities or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.
- b. Removal of all sucker growth from base of trees shall be performed on a regular basis. Contractor shall remove any limbs, which in the Owner's opinion, pose a threat to public safety.

Contractor will provide specific pruning practices, unless otherwise directed by the Owner, for the following items:

- 1. Oaks: Generally, prune trees to maintain the desired uniform appearance by thinning or tipping. No topping shall be performed on oak trees. Branches are encouraged to hang over walks with adequate pedestrian and bicycle clearance.
- 2. Crape myrtles: Crape myrtles shall be tipped in February and August, but only by approximately two to three feet. Sever topping shall be considered out of character.
- 3. Wax Myrtle: Wax myrtles shall be tipped mildly in February, cleaned at the base to two feet clear trunk and dead wood removed.
- 4. Holly: Hollies shall be kept full headed and pruned only to bring clear trunk level to two feet above ground cover level. All holly trees shall be hand-clipped (not hedged) for naturally formed appearance. Sever shearing into "pyramids or lollipops" shall be avoided, unless directed by the Owner.
- 5. Ligustrum: Ligustrum's shall be hand clipped for natural form. Sever shearing into "gloves" shall be avoided, unless directed by the Owner.
- 6. Magnolias: Prune only sucker growth to maintain an attractive, clear trunk appearance.
- 7. Palm Trees: Only brown or broken fronds shall be removed at time of pruning. Standard Palms, including Sables and Washingtons, shall be pruned two (2) times per year, or as needed. Tropical Palms, including Queens, Royals, Coconuts and Medjools, shall be pruned two (2) times per year, or as needed.
- c. Trees located in buffer areas shall be pruned twice (2) a year. These trees shall be pruned to promote dense canopy for screening and to provide a neat appearance. The Owner shall provide specific instructions for pruning trees in buffer areas.

- d. Other ornamental trees shall be pruned yearly during late winter/early spring (late February - April).
- e. All other trees shall be pruned yearly to enhance their natural character as directed by the Owner.
- f. Trees shall be canopied in a manner that will prevent interference with pedestrian walkways, as well as assist in the general appearance of the property. This service will be performed as necessary during the detail three-week rotation to maintain uniformity and property clearances.
- g. Selective pruning and shaping shall be performed as needed to expose landscape lights.

3.4.2 Fertilization

Trees shall be fertilized as per the requirements of 3.2.3. Any alternative fertilizer analysis recommended specifically for individual trees may be approved if the Contractor substantiates reasons for healthier plant growth.

3.4.3 Pest Control

Preventative insect/disease control treatments shall be provided for individual trees, as per the requirements of 3.2.4.

3.4.4 Mulching

All individual isolated trees shall have their tree ring re-mulched as per the requirements of 3.2.5.

3.4.5 pH Adjustment

Soil testing and pH adjustment shall be provided as per the requirements of 3.1.7.

3.4.6 Hand Watering

- a. Contractor shall be responsible to decrease or increase hand watering application rates for the health and survival of the trees. Any trees that decline beyond acceptance to the Owner or die due to lack of watering shall be replaced at the Contractor's own expense, as per paragraph 1.15. If the Contractor believes the water application rates need to increase for the health survival of the trees, the Contractor must initiate the increased rate by contacting the Owner. Any increase in hand watering applications beyond the requirements of this Scope shall be considered unscheduled maintenance.

3.5 **Irrigation System**

3.5.1 General Requirements

- a. The Contractor shall be responsible for continual, full operation of all system parts. Any plant damage resulting from non-operation of system, over-watering, or insufficient watering due to maintenance neglect shall be the Contractor's responsibility. Contractor shall replace damaged materials or reimburse the Owner for the cost of replacement or repairs as directed by the Owner.
- b. The Contractor shall be responsible for repairs to the system caused by the Contractor or by the Contractor's neglect for the term of this Agreement.
- c. Automatic irrigation system will be programmed weekly to provide watering frequency sufficient to replace soil moisture below the root zone.
- d. All irrigation shall run between 1:00 a.m. and 7:00 a.m. Any extension from this schedule shall be approved by the Owner.

- e. Any modifications to the irrigation system shall be submitted in writing for approval. Approval will be in writing to the Contractor. If the original request is not satisfactory to the Owner, an alternate plan may be requested. A detailed sketch for record documents will also be supplied to the Owner, prior to work commencing.

3.5.2 Monitoring/Adjustments

- a. The Contractor shall inspect the entire operation of the system no less than once a month. A written report shall be furnished to the Owner at the completion of each inspection. During this inspection, the Contractor shall perform the following:
 - 1. Activate each zone of the existing system.
 - 2. Visually check for and report and damaged heads or ones needing repair.
 - 3. Ensure the operation and coverage is sufficient for proper healthy landscape growing conditions.
- b. The Contractor is responsible for making any adjustments required to the controllers to ensure the desired moisture level is being provided for all plantings as they relate to seasonal changes, weather conditions, and soil conditions.
- c. Spray patterns for all irrigation heads shall be adjusted, if required, when detected by the Contractor or as directed by the Owner.
- d. Any adjustments to the spray nozzles, spray patterns, controllers, etc. required to provide optimum growth of the landscape shall be provided on an as-needed basis as part of the base Scope of Services.

3.5.3 Valve/Valve Boxes

- a. The Contractor shall provide any miscellaneous cleaning of valves for proper functioning on an as-needed basis.
- b. The Contractor shall ensure that all valve boxes remain flush and level with grade. The valve boxes shall be kept free of any overgrowth of plant material or sod. The interior of each box shall be kept clean and lined with pea gravel, as needed, as per the original construction details.

3.6 **Litter and Debris Removal**

3.6.1 Trash Receptacles

- a. All trash receptacles throughout the Project site shall be emptied of trash a minimum of five times per week. This includes trash receptacles at the Tennis and Bocce Ball courts and around the exterior of the Clubhouse. All trash shall be disposed of in the Clubhouse dumpster. Replacement liners shall be provided by the Contractor.

3.6.2 Landscape Areas

Prior to mowing, each area will be patrolled for trash and other debris to clean area and reduce risk of flying debris. Any litter found in planting beds or in turf areas shall be collected and disposed of in the Clubhouse dumpster.

3.6.3 Road Rights-of-Way, Ponds, Recreation Areas

Prior to mowing, each area will be patrolled for trash and other debris to clean area and reduce risk of flying debris. Any litter found in planting beds or in turf areas shall be collected and disposed of off-site.

3.6.4 Clubhouse Grounds and Associated Amenities

Contractor shall blow off debris from all Clubhouse grounds and associated amenities at least once daily.

3.7 **Fountains**

The Contractor will provide monthly service to the landscape fountains located at the entrance of the Lake Ashton Clubhouse and at the Thompson Nursery Road entrance. The fountains should be drained and cleaned monthly, or as needed. The fountains pumps should be checked and repaired as necessary, at the Owners expense. The fountains will be free of chlorine products as not to destroy the plants/grass surrounding the fountain.

4. **Pond Maintenance**

The Contractor shall mow, edge, trim, and cleanup pond bank areas for the thirty-one (31) ponds and green space areas as indicated on the attached Landscape Maintenance Area Map. Services are to be performed as follows:

- Mowing - pond side directly touching homesites at an occurrence rate of at least forty- two (42) maintenance services annually, or as is necessary
- String Trimming - pond side directly touching homesites at an occurrence rate of at least twenty-one (21) maintenance services annually, or as is necessary
- Mowing and String Trimming - pond sides not touching homesites at an occurrence rate of at least nine (9) maintenance services annually.

5. **UNSCHEDULED MAINTENANCE AND REPAIRS**

The Contractor shall be equipped and organized to provide any unscheduled maintenance and repairs required in this Scope of Services. The following addresses the general procedures for unscheduled maintenance and repairs, response to damaged facilities and emergencies, and unscheduled maintenance activities.

5.1 **General**

The Contractor shall be responsible for all repairs within the Lake Ashton Community Development District's limit of work unless directed otherwise by the Owner. Repairs that result from the Contractor's failure to properly perform the Services under this Scope of Services shall not be considered an Additional Service and, therefore, shall not warrant additional compensation to the Contractor. Repairs that, in the Contractor and Owner's opinion, are not as a result of Contractor negligence shall be deemed an Additional Service and shall, at the Owner's election, be made by the Contractor upon receipt of a Work Authorization from the Owner. When the Contractor determines that a repair is necessary, the Contractor shall submit to the Owner a Work Authorization form together with the Contractor's estimate of the cost to perform the repair. Whenever possible, this Work Authorization and cost estimate should be sent to the Owner seven

(7) calendar days in advance of the Contractor performing the Services. The Owner shall return one execute copy of the Work Authorization form and shall indicate the method of compensation. In the event the Services are to be provided on a unit price or time-and-material basis, within seven (7) calendar days upon completion of the Services, the Contractor shall submit to the Owner, an itemized listing of the Contractor's costs to perform the Services including all unit quantity items or labor, equipment, materials, and Subcontractor's accordingly. The itemized listing shall be presented in a format acceptable to the Owner and if requested by the Owner, shall include copies of invoices from others providing work or materials on the repair.

5.2 **Damaged Facilities**

5.2.1 Should the Contractor become aware of damage to the facilities within the area maintained by the Contractor, the Contractor shall notify the Owner as soon as possible. If the Owner elects to have the Contractor perform the repair, the Owner shall issue a Work Authorization to the Contractor to proceed with the repair.

5.2.2 Irrigation Repairs

- a. All breaks shall be repaired immediately. Lines shall be flushed thoroughly before installing new heads.
- b. All replacement parts shall be the same manufacture as the initial irrigation installation. Execution of all repairs/installation shall be as per original construction details/specifications.
- c. Above-ground irrigation components damaged by the Contractor while performing landscape maintenance activities shall be repaired and replaced by the Contractor within 24 hours at no change to the Owner.
- d. Any damage on property due to washouts created by irrigation breaks that went undetected for a period of time due to negligence of the Contractor shall be repaired by the Contractor at no charge to the Owner.
- e. Irrigation components damaged by accident caused by someone other than the Contractor, by wear and tear, or by vandalism shall be reported to the Owner immediately. Execution and payment for these repairs is explained in Section 3.5.

5.3 **Emergency Repairs**

5.3.1 If the repair to a damaged facility is deemed an emergency and immediate repair is judged necessary by the Contractor, District Manager, District Engineer, or Owner, upon receipt of authorization by the Owner, the Contractor shall proceed with providing all material, labor, and equipment on a time-and-material basis necessary to make the repair and restore the facilities. If the repair is required due to Contractor's negligence, the Owner shall back charge the Contractor for the repair.

5.3.2 The Contractor shall provide any emergency repairs to the irrigation system immediately once detected by the Contractor, or within three hours of notification from the Owner. If the emergency repairs are due to Contractor negligence, the Contractor shall provide these repairs at its own expense.

If these repairs are beyond the Contractor's control within the Scope of Services, the Contractor shall provide the repairs and submit an invoice on a time-and-material basis.

5.3.3 Emergency repairs, as agreed by the Owner, are the only repairs that will not require a Work Authorization from the Owner prior to commencing the repair. However, a Work Authorization will be completed and referenced on the Contractor's monthly invoice to the Owner.

5.4 **Unscheduled Maintenance**

The Contractor shall provide occasional unscheduled maintenance that is in addition to the base Scope of Services. The Contractor shall receive a Work Authorization from the Owner and shall respond and complete the request within two weeks or a mutually agreeable time with the Owner. The Contractor's cost estimate to provide the work shall be approved by the Owner prior to commencement. The Contractor shall be available and willing to provide the following unscheduled maintenance services: Raise the height of irrigation heads.

- Provide cleanup and touch-up finishes (paint, stucco, etc.) as necessary for any hardscape item in response to vandalism or acts of God.
- Provide landscape and irrigation materials, replacements, or repairs due to vandalism or acts of God.
- Provide site cleanup (litter removal, pressure washing, etc.) before and after community special events.
- Provide mowing of undeveloped areas.
- Provide selective weeding and pruning for existing wooded areas.

6 RESPONSE TIME

The Contractor shall provide services and repairs within the amount of time indicated in this Agreement. The following is general response time information and requirements for the Emergency Response Program to be developed, implemented, and maintained by the Contractor.

6.1 General

The Contractor shall, on a timely and efficient basis, respond to any and all requests and perform all repairs, inspections, and observations, etc. stipulated in the Project Manual. The Contractor shall provide supervisory, operating and maintenance personnel as required who shall be available on call 24 hours per day, seven (7) days per week to respond to and correct any problems with any of the elements covered by this Agreement.

Response time, unless otherwise directed by the Owner, required by the Contractor for various maintenance activities is as follows

- Standard maintenance activity adjustments: varies, as directed by Owner.
- Irrigation adjustments: 48 hours
- Standard repairs: one week
- Emergency repairs: three (3) hours
- Unscheduled maintenance request: as needed, as soon as twenty- four (24) hours.
- Plant material replacement: two (2) weeks

Should the Contractor fail to respond to a request for any services addressed in this Project Scope within the required allotted time, the Owner shall, at the Contractor's sole expense, provide the requested services.

6.2 Emergency Response Program

The Contractor shall develop, implement, and maintain an Emergency Response Program (ERP) for emergency work that must proceed immediately to avoid property damage or result in a public health or safety hazard. The ERP shall address emergency situations including, but not limited to, the following items:

- Irrigation line breaks
- Equipment failures
- Chemical spills

Additionally, the ERP shall address the following:

- Responsible parties to be notified
- Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency
- Procedures for notifying the Owner, District Manager, the community, and other utility companies affected by the listed emergency
- The Contractor shall prepare, maintain and distribute an ERP manual detailing the procedures and responsibilities for the situations listed above and any other situation deemed appropriate by the Owner.

The ERP manual shall be included in the operations section of the Administrative/Maintenance/Operations program.

7 Termination

In the event of termination, the current and future contract includes a mulch budget of \$4,500 in Spring, and \$9,000 in Fall. In June of 2021 stone was installed in lieu of the Fall mulch to areas at the Clubhouse and front entrance. The cost of the stone was to be paid in four (4) payments equal to the Fall mulch budget (\$9,000) totaling \$36,000. In the event of termination prior to the completion of the 2023/2024 contract that ends on September 30, 2024, a pro-rated amount will need to be satisfied.

END OF SCOPE

SECTION IX

SECTION C



Lake Ashton Community Development District

Community Director Report

Submitted by: Christine Wells – Community Director

Meeting Date: September 20, 2021

LAKE ASHTON PRESENTS

2022 ENTERTAINMENT SERIES

Back and Better Than

TICKET ON SALE DATES

SEASON TICKET RENEWALS: OCTOBER
UPGRADE/EXCHANGE: NOVEMBER

NEW SEASON TICKETS:
NOVEMBER 16 – DECEMBER
INDIVIDUAL TICKETS (IF AVAILABLE)
DECEMBER 14

Season Ticket Price

PURCHASE AT THE CLUBHOUSE AFTER 5 PM

5 pm Regular: \$105
5 pm Premium: \$130

8 pm Regular: \$125
8 pm Premium: \$155

SPONSORED BY
FAMILY ELDER LAW

Services Offered:
Asset Protection • Crisis Medicaid
Planning • Proactive Estate Planning •
Probate & Trust Administration • Special
Needs Planning • VA Benefits Planning

THE 2022 LINEUP

JANUARY 14
O-Town Motown

O-Town Motown will move you physically and emotionally and bring to life the many great artists and unforgettable songs of the golden era of Motown music.

JANUARY 20
Brodd Marquis presents Sam Cooke

This multi-talented entertainer utilizes his soulful tenor to captivate and inspire audiences as he performs his signature classic tribute dedicated to soul icon Sam Cooke.

FEBRUARY 4
Jayne Curry

Singing songs by the divas we all know and love, her high energy performance combined with humorous observations on life and show-stopping vocals guarantee a feel good experience every time.

FEBRUARY 11
Hillbenders Present WhoGrass

Enjoy a chronological journey through The Who's legendary catalog with a twist – the wood and wire of bluegrass instrumentation.

MARCH 11
Johnny Wild & the Delights

Johnny Wild & the Delights Present a Rockabilly Hoedown, featuring the early music of Elvis, Johnny Cash, and other classic country hits.

MARCH 16
Bad Moon Rising - a CCR Tribute

Bad Moon Rising will take you back to the music of Creedence Clearwater Revival and their memorable songs encompassing roots, swamp, and blues Southern rock.

SEASON TICKETS ARE SOLD ONLY TO LAKE ASHTON RESIDENTS. LIMIT ONE TICKET PER RESIDENT. PLEASE HAVE LAKE ASHTON PHOTO IDENTIFICATION ON HAND TO PURCHASE WITH MASTERCARD, VISA, OR CHECK PAYABLE TO LACDO. TICKETS CAN ONLY BE RESOLD TO LAKE ASHTON RESIDENTS. UPGRADES/EXCHANGES ARE MADE ON A FIRST COME, FIRST SERVED BASIS AND CAN BE MADE OVER THE PHONE WITH A CREDIT CARD AFTER 11 AM ON NOVEMBER 9. TICKETS CAN ONLY BE EXCHANGED BY THE NAMED SEASON TICKET HOLDER.

4141 ASHTON CLUB DRIVE • LAKE WALES, FL 33859 • (863) 324-6032

Events and Activities

Inserts advertising the Featured Shows and Entertainment Series for 2022 were included in the September LA Times. The ticket prices did not increase from 2020.

All current season ticket holders will be able to renew their season tickets from October 1 – 29 in person or via phone with a credit card. Tickets can only be picked up by the ticket holder only and a photo id will be required to purchase or pickup.

For those residents that purchased a 2020 Season Ticket or individual tickets for The Doo Wop Reunion, it is rescheduled to **March 3, 2022**. Celebrate is rescheduled to **April 1, 2022**. These two shows will not be part of the 2022 season ticket however **2020 ticket holders that have not received refunds for these two shows will not pay any additional fees for these two shows**. A limited number of individual tickets will go on sale October 11 for these two shows.

Oktoberfest will be on **September 29 at 6 pm** and will feature authentic German food and live entertainment from the famous Willow Tree Café in Sanford, Jimmy and Eckhard. Each ticket includes live entertainment a platter of food for each person consisting of wiener schnitzel with spaetzle, bratwursts with sauerkraut, German potato salad, pickled red cabbage, and apple strudel, as well as a beer, house wine, or non-alcoholic beverage (cash bar available). **Tickets are on sale now.**

Live Entertainment Returns to Lake Ashton!

Lake Ashton Presents

2022 FEATURED SHOWS

7 pm Showtimes

Premium Tickets: \$25
Regular Tickets: \$20

Tickets on Sale January 4 at the Clubhouse Activities Desk
(Bring your Lake Ashton Resident Photo ID to purchase with Visa, MasterCard, or Check Payable to LACDO)

DUELING PIANOS
FEBRUARY 25

KAZUAL
APRIL 14

PAISLEY CRAZE
APRIL 22

STARS & STRIPES
MAY 6

Get your requests ready on FEBRUARY 25, and sing along to wild night of **DUELING PIANOS** where you decide the entertainment! **KAZUAL** will captivate your rhythmic senses by blending harmonious sound with their intoxicating vocals and dancing on **APRIL 14!**

Travel back in time to the '60s on **APRIL 22** with the **PAISLEY CRAZE**

FLOWER POWER SPRING SHOW, a five-piece band playing the hits of the decade.

JOHNNY WILD & THE DELIGHTS will pay tribute to veterans **MAY 6** with **STARS & STRIPES** – a stirring evening of patriotic music, comedy, performance and spectacle.

The following additional activities and classes are planned for September and October 2021:

September 14: Chef's Special Cooking Class

September 15: Monthly Market

September 15: New Resident Social

September 21: Canvas Painting w/ Stephanie

September 24: Fall & Fire Prevention

September 27: Pancake Breakfast

at Monday Coffee

September 29: Oktoberfest

October 1: Girls Night In

October 6: Chef's Special Cooking Class

October 13: National Night Out Reception

October 13: Breast Cancer Awareness Beading Craft

October 15: Party for No Particular Reason

October 30: Fall Festival

Bus Trips Scheduled:

Sept 17: Fisherman's Village **Oct 27:** Price is Right Live

Nov 4: Tootsie **Nov 27 – Dec 3:** Marvelous Myrtle Beach

Dec 5-11: Nashville & Memphis "Country Christmas".

Small World Tours will be at Monday Coffee in October to promote bus trips for 2022. More overnight trips will be featured in 2022 in addition to 2 extended trips.



Ashton Tap and Grill:



- The advertisement to the left was included in the September edition of the LA Times showcasing entertainment at the Restaurant for the month of September.

- The advertisement below, letting residents know about the special Labor Day menu and entertainment, was included in the September LA Times

- On **September 27**, at Monday Coffee, Ashton Tap and Grill will be facilitating a Pancake Breakfast for \$8 per person. It will include 2 pancakes, scrambled eggs, choice of sausage or bacon, and coffee.





Newsletter:

The September Lake Ashton community newsletter was sent out via email blast along with the monthly calendar of events on September 1.

This issue featured a cover to highlight September 11 (left) and the back cover featured an ad for Oktoberfest (right). This month's Joint Amenity Policy highlight outlined the policies in place regarding wildlife in



Lake Ashton. The distribution date for the October newsletter will be on **Friday, October 1**.

Monday Coffee Schedule:

The Shufflin' Squares group is selling donuts and coffee for \$2. On the 4th Monday of the month Ashton Tap and Grill hosts a pancake breakfast for \$8. Tickets are sold at the Activities Desk.

September 27: Lake Ashton Group Highlight – Lake Ashton Camera Club

October 4: City of Lake Wales Round Table Discussion Regarding Development East of Lake Ashton

October 11: Breast Cancer Awareness - Watson Clinic and LALGA

October 25: Small World Tours Presents 2022 Bus Trips

There will be no Monday Coffee on **October 18** due to the Board of Supervisors Meeting.

Other:

- Room reservation renewals will begin November 1. Staff is working on a revised application for all groups to complete when renewing to gather information and ensure facilitators are aware of the amenity policies in place for groups at Lake Ashton.
- Due to an increase in use at the Bowling Alley, effective November 1, staff will be reserving Sunday as an open bowling day and will limit all leagues to a maximum of 2 hours per league. Tuesday – Friday will be available for league play and Saturday – Monday will be open bowling where no bookings will be accepted and bowling will be available on a first come, first served basis. Residents will still be able to use the Bowling Alley Tues.-Fri. during non-league hours.
- Staff is in the process of creating a Lake Ashton Events Committee. An article will go into the October edition of the LA Times to let residents know more about how to join the committee. It will be an advisory committee that is comprised of 10 people. If more than 10 applications are received then all that match the criteria for joining the group will be put into a random drawing for inclusion.

Lake Ashton Community Development District Project Tracking List

Project Name	Budget	Final Cost	Board of Supervisor Approval	Scheduled Start Time	Scheduled Completion	Current Status	Status Updated
Clubhouse Projects							
Bowling Alley Well Point System	Insurance Claim		Insurance Claim	7/13/2020	9/13/2021	Plants are being installed 9/13/21. Once plants are installed this project is complete.	9/13/2021
Game Room Chairs	NTE \$6,500	\$5,952.96	6/21/2021			The chairs have been ordered. They should arrive by the end of September.	9/13/2021
Handicap Door Opener	NTE \$1,200		7/19/2021			The handicap door opener has been received and will be installed the week of 9/20/21	9/13/2021
LAVA Wall of Honor	\$0.00		12/21/2020			A portion of the LAVA Wall of Honor has been installed in the Clubhouse Foyer. Staff is waiting on the framed list of names then all 3 pieces will be installed.	2/1/2021
Pavement Management/Stormwater Management							
Cart Path on holle #1, East Course.						The cart path on hole 1 East near the second retention pond, GC17 is showing significant erosion under the concrete and it appears the concrete has begun to give way. As , a safety precaution, this pathway has been closed until repairs have been facilitated.	9/13/2021
Broken Flumes on Golf Course Ponds	\$12,480.00		6/21/2021	9/20/2021		Work is scheduled for the week of 9/20/21. Repairs will occur on holes 1, 4, and 16 on the East Golf Course. Total of 4 repairs (2 on hole number 4)	9/13/2021
SWFWMD Certification Repairs						Bids have been requested.	7/12/2021
Repair to Bridge by the Putting Green						Staff have installed 3 boards on the bridge that runs along the putting green.	9/13/2021
Golf Course Bridges - Running Boards						The District Engineer is working on getting quotes for the installation of running boards. No bids have been returned to date.	7/12/2021
Applying Sealant to the East Golf Course Bridges						Staff is gathering pricing for the recommended sealant and cost of labor to apply. The materials cost is approximately \$3,800. Staff is working on a cost for labor to apply.	8/9/2021
Depression on Ashton Palms Drive						The District Engineer has put out a request for bids and will provide when received.	8/9/2021
Depression on Turnberry						The District Engineer is monitoring for changes in depression.	8/9/2021
Depression on Heath Land Lane (near 4336)						Quote requested; additional survey work completed and scope refined	8/9/2021

Lake Ashton Community Development District Project Tracking List

Project Name	Budget	Final Cost	Board of Supervisor Approval	Scheduled Start Time	Scheduled Completion	Current Status	Status Updated
Cooking Oil Spill in the East Parking Lot						Staff has made contact with the insurance provider for the District. Follow-up with the insurance company was made on 9/10/21. Staff will give an update at the 9/20/21 Board Meeting.	9/13/2021
Completed Projects							
Depression in Paver Area	\$6,078.00		6/21/2021	8/10/2021	Completed	Repair is complete. The Engineer is monitoring the repair to be sure it is completed satisfactorily. Payment is pending final Engineer Review.	9/13/2021
Pavement Management - Various Areas Throughout the Community	NTE \$21,020		6/21/2021		Completed	Payment is pending final Engineer Review 4109 Stone Creek Loop: Pavement and curbing repairs 3612/3608 Blackmoor Lane: Pavement and curbing repairs 3616/3620 Blackmoor Lane: Pavement and curbing repairs 3762 Litchfield Loop at inlet: Curbing repair 4084/4088 Ashton Club Drive: Curbing repair 4032/4036 Ashton Club Drive: Curbing repair Inlet at Ashton Club Drive & Ashton Palms Drive: Curbing repair 4069 Sable Loop Drive: Curbing repair 4129 Stone Creek Loop: Curbing repair	9/13/2021
Pizza Oven Replacement	\$9,500.00	\$9,354.90	4/19/2021		Completed		9/13/2021
Fallen Tree in Conservation Area - Berwick Drive					Completed		9/13/2021
Projects on Hold							
Ice Machine Bin Replacement	\$1,497.60		12/21/2020			Metz informed staff that the ordering and installation of the ice bin machine bin has been put on hold and will be completed at a later date	8/9/2021
Palm Tree Replacement on Blvd	\$1,077.93		9/21/2020			A Roebelenii Palm was approved as the replacement for the Medjool palm that was struck by lightning. Replacement is on hold until the refurbishment plan is presented.	1/4/2021

SECTION 1



Kings III is FirstNet[®] Certified



- Communication challenges that surfaced during the 9/11 terror attacks, including the inability to access cellular networks, led the 9/11 Commission to [recommend the establishment of the first dedicated, interoperable network for public safety](#). For years, public safety organizations lobbied lawmakers to make the recommendation a reality. Without this dedicated network yet in place, the same challenges with communication were seen again in 2005 during Hurricane Katrina, bringing further attention to the **communication issues first responders are faced with during catastrophic events.**

In 2012, [Congress finally announced the establishment of the First Responder Network Authority \(FirstNet\)](#), and tasked it with **creating a nationwide communications network for public safety.** The FirstNet Authority contracted AT&T, to build and maintain this network and FirstNet was born. **FirstNet was designed by public safety professionals with a mission based on the concerns and desires of public safety agencies nationwide.**



What's Significant About Being FirstNet Certified?

- **Not just anyone can obtain access to the FirstNet network.** It isn't as simple as going to the store and signing up for a new cell phone plan. There are two components to gaining access to the network - a FirstNet certified device and a FirstNet SIM card. While some FirstNet devices can be bought off the shelf, such as a smart phone, you must get approved by FirstNet to get that device on the network. **Who gets approved? Public safety personnel only.**
- **Why is this so important?** In order to keep the networks interoperability reliable and exclusive to emergency personnel, FirstNet needed to limit the type of devices and people that are able to access the network. The reliability as well as the secureness of a device are determining factors when being certified. These different types of communication tools need to be able to talk to each other reliably, which is why many devices simply don't cut it.
- Public safety users have access to a [catalog of select LTE devices](#), ranging from purpose-built rugged units like Kings III's emergency phones, to the world's most popular smart devices and tablets. Devices that have FirstNet certification are those that will work on the FirstNet network by installing a FirstNet SIM card that can only be obtained by approved users. The SIM card doesn't place just any device on the network, the device must be certified.
- So how do you take advantage of FirstNet? Because **Kings III's emergency phone hardware is FirstNet ready and our dispatch center is equipped to provide monitoring on those phones,** we can bring the network to you and your tenants.



How is FirstNet® Superior to 4G or Even New 5G Technology?

FirstNet delivers innovative and specialized features to public safety personnel that are not available on public wireless networks anywhere else in the US today. These features include priority access, additional network capacity, and interoperability across the nation. FirstNet uses all AT&T LTE spectrum bands and a special lane of connectivity called Band 14 - nationwide, high-quality spectrum specifically set aside for FirstNet. During an emergency, this band - or lane - can be cleared and locked just for FirstNet subscribers. Whatever the mission - responding to a routine call, supporting a large event or managing an emergency or disaster - FirstNet gives priority to public safety, so they can connect where and when they need to, to keep us all safer.

This is more than just a wireless network, it is an ecosystem of unique devices, communicating with one another towards one simple mission - help first responders save lives.

How Do You Know if FirstNet is Right For Your Property?

- While all Kings III customers can benefit from having their properties' emergency phones on the nation's most reliable network, certain regions are simply more prone to natural disasters or public network failures that result in delayed response or unanswered emergencies. We recommend properties in these areas include FirstNet at the top of their priority list.

However, [FirstNet isn't just for your regions with natural disasters](#), there are other circumstances that make a property a good initial candidate for FirstNet:

- Remotely located where typical cellular networks lack signal strength
- Businesses that provide essential services
- Government & education buildings



Your total Unit Installation's

- The process is simple. Once the electronic addendum is signed, our installers will reach out to you within 10-12 days to set a time to install the new SIM card.

Lake Ashton - 41161	
<u>Location</u>	<u>Units</u>
4141 Ashton Club Dr	1 Pool
Total	1

- Priority Access for your callers - <https://www.youtube.com/watch?v=-7TUABYoXrM> (1:27)
- Increased bandwidth / Larger network - <https://www.youtube.com/watch?v=0PHzeTxIBdw> (2:37)
- Interoperable network <https://www.youtube.com/watch?v=DJ8YG6mQdBE> (2:31)

- Scope of Services

FirstNet Cellular Network Installation Provided by Kings III

- **Investment:**
- **Monthly Investment FirstNet Network** -\$10 per emergency phone
- **Installation / Set up Fee** –\$0.00 no charge
- **Next Steps:** Once the electronic addendum is completed, our service team will reach out to set up a time to switch out the SIM cards – usually within 10-12 days.

Your Kings III Account Development Representative

Rae Crenshaw

rcrenshawe@kingsiii.com

Phone: 972-737-1615



References

The Power of First Net

<https://www.firstnet.com/power-of-firstnet.html>

Why FirstNet

<https://www.firstnet.com/power-of-firstnet/why-firstnet.html>

FirstNet Advantages

<https://www.firstnet.com/power-of-firstnet/firstnet-advantages.html>

FirstNet Coverage

<https://www.firstnet.com/coverage.html>

FirstNet Industry Solutions

<https://www.firstnet.com/industry-solutions.html>

FirstNet Mission Critical Services

<https://www.firstnet.com/mission-critical/firstnet-push-to-talk.html>

Keep in mind, commercial networks are all using the same network – FirstNet is a separate infrastructure altogether - allowing your callers priority access for quicker response times.

- Priority Access for your callers - <https://www.youtube.com/watch?v=-7TUABYoXrM> (1:27)
- Increased bandwidth / Larger network - <https://www.youtube.com/watch?v=0PHzeTxIBdw> (2:37)
- Interoperable network - <https://www.youtube.com/watch?v=DJ8YG6mQdBE> (2:31)



Upgrade Addendum to Kings III Services Agreement

This addendum is a replacement to provision 3, EQUIPMENT TO BE INSTALLED, for service agreement for Account # 41161. All other provisions of the service agreement will remain the same. Pricing reflects connection and monthly rates for the monitor and maintenance of cellular emergency pool and elevator phones.

INSTALLATION/SERVICE LOCATION:

Site Name: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

BILLING INFORMATION: (Same as Installation)

Site Name: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

Electronic Billing Email: _____

*Pricing Option:	Connection Fee	Monthly RMR	Installation Fee
Standard Option (+ applicable tax)	\$ 0.00	\$ 10.00	\$ 0.00

***Equipment to be Installed:**

Product Name	Product Description	Quantity
FirstNet		1.00

UPDATED EMERGENCY NOTIFICATION LISTCall 1st: _____
(Recommend Entering Elevator Company's Name & Phone Number)Call 2nd: _____Call 3rd: _____Call 4th: Fire Rescue (Called 1st in event of emergency) (On file with Central Monitoring Station)

**Automated Testing Service Email: _____

Client Signature/Title_____
Date_____
Kings III Authorized Manager_____
Date

Rev#V050616

SECTION D



Lake Ashton Community Development District

Operations Manager Report

DATE: September 20, 2021

FROM: Matthew Fisher
Operations Manager

RE: Lake Ashton CDD Monthly Managers Report – September 20, 2021

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

Aquatic Maintenance

Staff met with the Applied Aquatic's site manager. Several ponds were noted to have more than normal algae present. These ponds are GC7, E6, and E4. Staff is working with Applied Aquatic to minimize the amount of algae present. A follow up meeting will be scheduled to review the progress being made.

Staff has spoken to residents that have concerns about the algae.

Pond E6



Pond E4





Attached below are the treatments completed by Applied Aquatic's on August 8th – August 24th.

Applied Aquatic Management Inc.			P.O. BOX 1469 EAGLE LAKE, FLORIDA 33839 (800) 408-8882 (863) 533-8882			MANAGEMENT REPORT											
						Customer: <u>Lake Ashton</u> Equipment No.: <u>1803-KUB2101</u> Date: <u>8-9-21</u> Time: <u>8:10</u> Applicator: <u>Travis - Dusty</u>											
Site	INSPECTION	TREATMENT	HAND SPREAD	BOAT	ATV	BACKPACK	SUBMERSED	EMERSED	FLOATING	ALGAE	BRUSH / GRASSES	DYE	WATER LEVEL	WEATHER	POSTING	# DAYS	RESTRICTION
1. Pond e13		/			/		/						Low	P. cloudy			
2. Pond e11		/			/		/						H				
3. GC7 Pond		/			/					/			N	↓			
4.																	
5.																	
6.																	
7.																	
8.																	

**Applied
Aquatic
Management Inc.**

P.O. BOX 1469
EAGLE LAKE, FLORIDA 33839
(800) 408-8882
(863) 533-8882

MANAGEMENT REPORT

Customer: Lake Ashton
Equipment No.: 1803-KUB2101
Date: 8-9-21 Time: 8:10
Applicator: Travis - Dusty

Site	INSPECTION	TREATMENT	HAND SPREAD	BOAT	ATV	BACKPACK	SUBMERSED	EMERSED	FLOATING	ALGAE	BRUSH / GRASSES	DYE	WATER LEVEL	WEATHER	POSTING	# DAYS	RESTRICTION
1. Pond GC8		/			/		/			/			N	p. cloudy			
2. Pond E2		/			/					/			High				
3. Pond E3		/			/					/			High				
4. Pond GC17	/												N				
5. Pond GC18		/			/		/			/			N				
6. Pond GC19		/			/		/			/			N				
7. Pond GC5		/			/		/			/			N				
8. Pond GC6		/			/		/			/			N				

**Applied
Aquatic
Management Inc.**

P.O. BOX 1469
EAGLE LAKE, FLORIDA 33839
(800) 408-8882
(863) 533-8882

MANAGEMENT REPORT

Customer: Lake Ashton FISH GOLF course
Equipment No.: 1405/BR-1202
Date: 8-27-21 Time: 7:45
Applicator: Travis W

Site	INSPECTION	TREATMENT	HAND SPREAD	BOAT	ATV	BACKPACK	SUBMERSED	EMERSED	FLOATING	ALGAE	BRUSH / GRASSES	DYE	WATER LEVEL	WEATHER	POSTING	# DAYS	RESTRICTION
1. GC 1		/			/								up	cloudy			
2. GC 2		/			/												
3. GC 3		/			/												
4. GC 4		/			/												
5. GC 16		/			/												
6. GC 17		/			/												
7. GC 18		/			/												
8. GC 19		/			/												

**Applied
Aquatic
Management Inc.**

P.O. BOX 1469
EAGLE LAKE, FLORIDA 33839
(800) 408-8882
(863) 533-8882

MANAGEMENT REPORT

Customer: John Peterson Eagle Lake Inc
Equipment No.: 1405/DT-1366
Date: 8-25-21 Time: 7:45
Applicator: Peterson Inc

Site	INSPECTION	TREATMENT	HAND SPREAD	BOAT	ATV	BACKPACK	SUBMERSED	EMERSED	FLOATING	ALGAE	BRUSH / GRASSES	DYE	WATER LEVEL	WEATHER	POSTING	# DAYS	RESTRICTION
1. <u>6c 21</u>		/		/							/		<u>WP</u>	<u>Cloudy</u>			
2.																	
3.																	
4.																	
5.																	
6.																	
7.																	
8.																	

**Applied
Aquatic
Management Inc.**

P.O. BOX 1469
EAGLE LAKE, FLORIDA 33839
(800) 408-8882
(863) 533-8882

MANAGEMENT REPORT

Customer: John Peterson CDD Farm
Equipment No.: 1405/DT-1366
Date: 8-25-21 Time: 7:45
Applicator: Peterson Inc

Site	INSPECTION	TREATMENT	HAND SPREAD	BOAT	ATV	BACKPACK	SUBMERSED	EMERSED	FLOATING	ALGAE	BRUSH / GRASSES	DYE	WATER LEVEL	WEATHER	POSTING	# DAYS	RESTRICTION
1. <u>E 2</u>		/		/							/		<u>WP</u>	<u>Cloudy</u>			
2. <u>F 3</u>		/		/							/						
3. <u>E 4</u>		/		/							/						
4. <u>E 5</u>		/		/							/						
5. <u>E 6</u>		/		/							/						
6. <u>E 7</u>		/		/							/						
7. <u>E 8</u>		/		/							/						
8. <u>E 9</u>		/		/							/						

**Applied
Aquatic
Management Inc.**

P.O. BOX 1469
EAGLE LAKE, FLORIDA 33839
(800) 408-8882
(863) 533-8882

MANAGEMENT REPORT

Customer: Lake Ashlyn CDD
Equipment No.: 1405/10-1308
Date: 5-22-21 Time: 7:45
Applicator: Reynolds W

Site	INSPECTION	TREATMENT	HAND SPREAD	BOAT	ATV	BACKPACK	SUBMERSED	EMERSED	FLOATING	ALGAE	BRUSH / GRASSES	DYE	WATER LEVEL	WEATHER	POSTING	# DAYS	RESTRICTION
1. E 10		/			/						/						
2. E 11		/			/						/		WP	Cloudy			
3. E 12		/			/						/		|	|			
4. E 13		/			/						/		|	|			
5. E 14		/			/						/		↓	↓			
6.																	
7.																	
8.																	

**Applied
Aquatic
Management Inc.**

P.O. BOX 1469
EAGLE LAKE, FLORIDA 33839
(800) 408-8882
(863) 533-8882

MANAGEMENT REPORT

Customer: Lake Ashlyn CDD
Equipment No.: 1202
Date: 8-24-21 Time: 8:20
Applicator: Travis

Site	INSPECTION	TREATMENT	HAND SPREAD	BOAT	ATV	BACKPACK	SUBMERSED	EMERSED	FLOATING	ALGAE	BRUSH / GRASSES	DYE	WATER LEVEL	WEATHER	POSTING	# DAYS	RESTRICTION
1. E6		/			/						/						
2. E7		/			/						/		High	mostly cloudy			
3.													High	mostly cloudy			
4.																	
5.																	
6.																	
7.																	
8.																	

Applied Aquatic Management Inc.			P.O. BOX 1469 EAGLE LAKE, FLORIDA 33839 (800) 408-8882 (863) 533-8882			MANAGEMENT REPORT											
						Customer: Lake Ashton CDD											
						Equipment No.: 1807											
						Date: 8-24-21 Time: 8:20											
						Applicator: (name)											
Site	INSPECTION	TREATMENT	HAND SPREAD	BOAT	ATV	BACKPACK	SUBMERSED	EMERSED	FLOATING	ALGAE	BRUSH / GRASSES	DYE	WATER LEVEL	WEATHER	POSTING	# DAYS	RESTRICTION
1. E9		/			/					/			High	mostly cloudy			
2. E10		/			/					/		High					
3. G612		/			/					/		High					
4. G65		/			/					/		Normal					
5. G66		/			/					/		High					
6. E2		/			/					/		High					
7. E3		/			/					/		High					
8. E4		/			/					/		High					

Facility Maintenance and Field Services Updates

Baynard Plumbing repaired garbage disposal in Restaurant kitchen.

Miller's Central Air replaced Ballroom condensing unit.

Staff constructed decorations for the Rock The Block event.

Fitness Smith completed preventative maintenance. Battery replaced in elliptical machine.

Staff has started painting stop bars that have been identified in need of restoration. Staff will begin with the western parking lot stop bars and proceed to the MacArthur Palms area. Project start date is September 13, 2021.

Staff has pressure washed the pavilion floor and screen.

Jurin Roofing is scheduled to inspect roof leaks in the Clubhouse identified by staff September 15th and 16th.

Staff removed mud dauber nest from the Shuffle Board Courts.

Staff replaced two broken umbrella stands at the Bocce Ball Courts.

Staff continues to clean the Clubhouse exterior of Mayflies after large spawns.

Miller's Central Air completed maintenance of all air conditioning units in the Clubhouse and Gate House.

SECTION 1

Bock & Hoeft Custom Painting

210 amberly way Auburndale fl 33823

Date	Estimate #
7/8/2021	5960

Name / Address
LA CDD

CUSTOMER
LA CDD

Description	Qty	Rate	Total
CAPS ON THOMPSON NURSERY ROAD PRESSURE WASH ALL CAPS TO REMOVE ALL DIRT AND MILDEW SEAL ALL CAPS WITH PPG ACRYLIC BONDING PRIMER APPLY PORTERS ACRI SHIELD MAX SATIN TO ALL CAPS COLOR TO MATCH EXISTING COLOR WHICH WOULD BE 25 % SALEM GOLD		7,895.00	7,895.00
Total			\$7,895.00

Phone #	Fax #	E-mail
863-412-4195	863-984-3154	bockhoeftinc@gmail.com

1115 6th St. S.W. Winter Haven, FL 33880 863-294-7917

Painting@gator-industries.com

www.gator-industries.com



8/26/2021

Project Address:

4141 Ashton Club Dr.

Lake Wales, FL

Lake Ashton

4141 Ashton Club Dr.

Lake Wales, FL

mfisher@lakeashtoncdd.com

863-956-6207

Salesperson

Payment Terms

Dave Matthews		Due Upon Completion	
---------------	--	---------------------	--

Scope of Work:	
*Vegetation to be removed by Staff	
Pressure Clean Column Caps.	
The Cleaning Solution will remove all Mildew, Dirt, and Debris.	
Repair Minor Cracks as needed.	
Paint 171 Column Caps using Sherwin Williams Salem Gold 25% Satin.	
This includes Guard gate area and all along Thompson Nursery Road.	\$ 10,260.00
Project Total	\$ 10,260.00

"Licensed & Insured"

Proudly serving Polk and surrounding counties for over 35 years!

Heritage Service Solutions LLC

8813 Bay Ridge Blvd.
Orlando, FL 32819

Estimate

Date	Estimate #
7/9/2021	651

Name / Address
Christina Wells Lake Ashton CDD 4141 Ashton Club Drive Lake Wales, FL 33859

Project
4141 Ashton Club D...

Description	Qty	Rate	Total
Request to complete pressure cleaning and painting of (179) column caps along the front fence line of the Lake Ashton development. Pressure cleaning of each top cap to remove crime and fungus prior to painting. Includes labor and materials.		5,125.00	5,125.00
Painting of all (179) column caps along front fence line of Lake Ashton Development. (2) coats of Ben Moore high quality paint as needed. Includes all materials and labor.		8,055.00	8,055.00
Complete repairs to all column caps as needed with stucco and adhesives as needed. This is an estimated amount as due to tree and vine growth it is difficult to determine a total number of caps that require repairs. (Estimate Only)		1,250.00	1,250.00
Job Location: Lake Ashton Front Fence Line			
Thank you for your business.		Total	\$14,430.00

SECTION 2

Heartland Commercial Pool Services, Inc.
1200 Shadow Drive
Lakeland, FL. 33810
(863) 648-9400

CPC License No. - 1458286
www.heartlandpools.com
info@heartlandpoolsfl.com

Quote

Date	Quote #
8/9/2021	2973

Name / Address
Lake Ashton CDD c/o GMS-SF. LLC 5385 N Nob Hill Rd Sunrise, FL 33251

Ship To	
Lake Ashton CDD 4141 Ashton Club Dr Lake Wales, FL 33859	
Job Site	

Item	Description	Qty	Cost	Total
Repair	Install new 144 feet of deck drain covers. Remove old covers, built up dirt inside channels and install 48 3 foot sections of cover. Dig out flower bed to allow enough room to drill hole in block wall to insert a 1.5 " PVC pipe for drainage. Covers may not sit flush in every area due to years of debris, ground shifting and shifting of pavers. Ever effort will be taken to align as closely as possible.		3,500.00	3,500.00
Thank you for choosing Heartland Commercial Pools for all your pool needs.			Total	\$3,500.00

MJ LANDSCAPING NURSERY & IRRIGATION

P O Box 5045
Haines City, FL 33845
Phone: 863-557-2993
Fax: 863-438-7254

Quote

DATE: 8/20/21

JOB # 4141

Customer ID	0495
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BILL TO:

Lake ashton HOA
4141 Ashton club drive
Lake wales fl,33859
863-956-6207

DESCRIPTION - TAXABLE	QTY/HRS	RATE	AMOUNT
pavers remove and decko drain reenstalling pavers ft	165	\$5.50	907.50
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			-
DESCRIPTION - NON-TAXABLE			
Labor			-
			-
Job acceptance signature:			-

Terms and Conditions

1. 50% Deposit required before job start. Balance payable on the day of job completion.
2. Please include the invoice number on your check
3. Applicable Local, State and Federal taxes will be applied.
4. Warranty: One year on some new landscape installation. Not

TAXABLE SUBTOTAL	\$	907.50
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TAX RATE	0.000%
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TAX \$ -

NONTAXABLE

SUBTOTAL	\$	0
OTHER		

OTHER		
1000000	1	1000000

Make all checks payable to:

SECTION X

SECTION A

LAKE ASHTON

COMMUNITY DEVELOPMENT DISTRICT

COMBINED BALANCE SHEET

July 31, 2021

	Major Funds			Total
	General	Debt Service	Capital Reserve	Governmental Funds
ASSETS:				
Cash-Wells Fargo	\$58,972	---	\$57,871	\$116,843
Due from Other Funds	\$48,885	\$17,706	---	\$66,591
Investment - State Board	\$307,103	---	---	\$307,103
Investment - State Board Capital Reserve	---	---	\$430,393	\$430,393
Investments:				
<i>Series 2015</i>				
Reserve A	---	\$217,438	---	\$217,438
Revenue A	---	\$88,824	---	\$88,824
Prepayment A-1	---	\$45,654	---	\$45,654
Prepayment A-2	---	\$14,388	---	\$14,388
TOTAL ASSETS	\$414,960	\$384,010	\$488,264	\$1,287,233
LIABILITIES:				
Accounts Payable	\$37,382	---	---	\$37,382
Due to Other Funds	\$13,547	---	\$53,044	\$66,591
Deposits-Room Rentals	\$5,225	---	---	\$5,225
TOTAL LIABILITIES	\$56,154	\$0	\$53,044	\$109,198
FUND BALANCES:				
Restricted:				
Debt Service	---	\$384,010	---	\$384,010
Assigned:				
Capital Reserve	---	---	\$435,219	\$435,219
Assigned	\$57,271	---	---	\$57,271
Unassigned	\$301,535	---	---	\$301,535
TOTAL FUND BALANCES	\$358,806	\$384,010	\$435,219	\$1,178,035
TOTAL LIABILITIES & FUND BALANCES	\$414,960	\$384,010	\$488,264	\$1,287,233

SECTION B

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS RESERVE FUND
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended July 31, 2021

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 07/31/21	ACTUAL THRU 07/31/21	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$5,000	\$4,167	\$728	(\$3,439)
Capital Reserve-Transfer In FY 21	\$278,522	\$278,522	\$278,522	\$0
Contributions	\$0	\$0	\$0	\$0
TOTAL REVENUES	<u>\$283,522</u>	<u>\$282,689</u>	<u>\$279,250</u>	<u>(\$3,439)</u>
<u>EXPENDITURES:</u>				
Capital Projects:				
Golf Course Reserves	\$25,000	\$20,833	\$0	\$20,833
Capital Reserves-FY21	\$4,700	\$3,917	\$0	\$3,917
Pavement Management	\$0	\$0	\$2,638	(\$2,638)
Restaurant Equipment Allowance	\$15,000	\$15,000	\$20,675	(\$5,675)
Tennis Court Color Coat	\$17,000	\$14,167	\$0	\$14,167
Stormwater Management	\$25,000	\$20,833	\$7,862	\$12,971
Golf Course Transfer to LA2	\$115,000	\$115,000	\$115,000	\$0
HVAC	\$25,000	\$16,744	\$16,744	\$0
Ballroom Carpet Replacement	\$45,000	\$37,500	\$0	\$37,500
Handicap Ramp	\$7,000	\$5,833	\$0	\$5,833
Convert Tennis Court/Shuffleboard Court lights to LED	\$15,000	\$12,500	\$0	\$12,500
Bathroom Refurbishment	\$0	\$0	\$23,624	(\$23,624)
Signs	\$0	\$0	\$4,215	(\$4,215)
Landscape	\$0	\$0	\$17,478	(\$17,478)
Other Current Charges	\$500	\$417	\$529	(\$112)
Capital Reserves	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	<u>\$294,200</u>	<u>\$262,744</u>	<u>\$208,765</u>	<u>\$53,979</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(\$10,678)</u>	<u>\$19,945</u>	<u>\$70,485</u>	<u>\$50,541</u>
OTHER FINANCING SOURCES/(USES)				
Interfund Transfer In/(Out)-Restaurant	\$0	\$0	(\$167,286)	(\$167,286)
TOTAL OTHER FINANCING SOURCES/(USES)	<u>\$0</u>	<u>\$0</u>	<u>(\$167,286)</u>	<u>(\$167,286)</u>
Net change in fund balance	<u>(\$10,678)</u>	<u>\$19,945</u>	<u>(\$96,800)</u>	<u>(\$116,745)</u>
FUND BALANCE - Beginning	\$621,915		\$532,019	
FUND BALANCE - Ending	<u>\$611,237</u>		<u>\$435,219</u>	

SECTION C

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended July 31, 2021

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 07/31/21	ACTUAL THRU 07/31/21	VARIANCE
<u>REVENUES:</u>				
Special Assessments - Levy ⁽¹⁾	\$1,703,644	\$1,703,644	\$1,721,787	\$18,143
Rental Income	\$40,000	\$33,333	\$28,345	(\$4,988)
Special Events Revenue	\$130,000	\$108,333	\$41,530	(\$66,803)
Newsletter Ad Revenue	\$70,000	\$58,333	\$89,023	\$30,689
Interest Income	\$1,000	\$833	\$628	(\$205)
Retail Sales-Restaurant ⁽²⁾	\$0	\$0	\$556,393	\$556,393
Contributions ⁽²⁾	\$0	\$0	\$36,748	\$36,748
Miscellaneous Income	\$5,000	\$4,167	\$14,924	\$10,758
TOTAL REVENUES	\$1,949,644	\$1,908,644	\$2,489,379	\$580,735
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
Supervisor Fees	\$4,000	\$3,333	\$2,475	\$858
FICA Expense	\$306	\$255	\$190	\$65
Engineering	\$40,000	\$33,333	\$62,836	(\$29,503)
Arbitrage	\$600	\$600	\$600	\$0
Dissemination	\$1,000	\$833	\$1,333	(\$500)
Attorney	\$50,000	\$41,667	\$32,734	\$8,933
Annual Audit	\$4,500	\$3,750	\$3,750	\$0
Trustee Fees	\$4,310	\$4,310	\$4,310	\$0
Management Fees	\$60,236	\$50,197	\$50,197	\$0
Computer Time	\$1,000	\$833	\$848	(\$15)
Postage	\$3,200	\$2,667	\$1,358	\$1,308
Printing & Binding	\$1,000	\$833	\$301	\$532
Newsletter Printing	\$35,000	\$29,167	\$35,646	(\$6,479)
Rentals & Leases	\$5,500	\$4,583	\$4,998	(\$415)
Insurance	\$40,411	\$40,411	\$48,639	(\$8,228)
Legal Advertising	\$1,500	\$1,250	\$2,010	(\$760)
Other Current Charges	\$1,250	\$1,042	\$1,002	\$39
Property Taxes	\$13,500	\$13,500	\$13,325	\$175
Office Supplies	\$125	\$104	\$166	(\$62)
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE	\$267,613	\$232,844	\$266,893	(\$34,049)

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended July 31, 2021

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 07/31/21	ACTUAL THRU 07/31/21	VARIANCE
<u>Field:</u>				
Field Management Services	\$352,219	\$293,516	\$287,469	\$6,047
Gate/Patrol/Pool Officers	\$225,000	\$187,500	\$185,378	\$2,122
Pest Control	\$2,340	\$1,950	\$2,695	(\$745)
Security/Fire Alarm/Gate Repairs	\$7,500	\$6,250	\$4,242	\$2,008
Telephone/Internet	\$13,600	\$11,333	\$10,953	\$380
Electric	\$216,000	\$180,000	\$163,400	\$16,600
Water	\$25,000	\$20,833	\$11,957	\$8,876
Gas	\$18,000	\$15,000	\$30,095	(\$15,095)
Refuse	\$11,000	\$9,167	\$12,062	(\$2,895)
Clubhouse Maintenance	\$110,000	\$91,667	\$60,900	\$30,767
Cart Path & Bridge Repairs	\$7,000	\$5,833	\$12,131	(\$6,297)
Golf Cart Preventative Maintenance	\$1,140	\$950	\$1,900	(\$950)
Pool and Fountain Maintenance	\$20,000	\$16,667	\$20,429	(\$3,762)
Landscape Maintenance	\$184,940	\$154,117	\$158,826	(\$4,709)
Plant Replacement	\$7,000	\$5,833	\$6,230	(\$397)
Irrigation Repairs	\$3,500	\$2,917	\$7,006	(\$4,090)
Lake Maintenance	\$46,740	\$38,950	\$41,920	(\$2,970)
Wetland Mitigation and Maintenance	\$34,800	\$29,000	\$14,600	\$14,400
Permits/Inspections	\$1,500	\$1,250	\$1,923	(\$673)
Office Supplies/Printing/Binding	\$6,000	\$5,000	\$1,995	\$3,005
Operating Supplies	\$23,000	\$19,167	\$20,361	(\$1,194)
Credit Card Processing Fees	\$4,000	\$3,333	\$2,083	\$1,250
Dues & Subscriptions	\$8,500	\$7,083	\$8,407	(\$1,324)
Decorations	\$2,000	\$1,667	\$859	\$808
Special Events	\$130,000	\$108,333	\$37,743	\$70,590
Water Damage Repairs	\$0	\$0	\$58,175	(\$58,175)
Restaurant Expenditures ⁽²⁾	\$0	\$0	\$760,427	(\$760,427)
TOTAL FIELD	\$1,460,779	\$1,217,316	\$1,924,167	(\$706,851)
TOTAL EXPENDITURES	\$1,728,393	\$1,450,160	\$2,191,060	(\$740,900)
Excess (deficiency) of revenues over (under) expenditures	\$221,251	\$458,484	\$298,319	(\$160,165)
OTHER FINANCING SOURCES/(USES)				
Capital Reserve-Transfer Out	(\$278,522)	(\$278,522)	(\$278,522)	\$0
Capital Reserve-Transfer In (Restaurant)	\$0	\$0	\$167,286	\$167,286
TOTAL OTHER FINANCING SOURCES/(USES)	(\$278,522)	(\$278,522)	(\$111,236)	\$167,286
Net change in fund balance	(\$57,271)	\$179,962	\$187,083	\$7,121
FUND BALANCE - Beginning	\$57,271		\$171,723	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$358,806</u>	

⁽¹⁾ Assessments are shown net of Discounts and Collection Fees.

⁽²⁾ See page 4 for breakdown of restaurant revenues and expenses.

LAKE ASHTON CDD
RESTAURANT OPERATIONS THRU JULY 2021

	December-20	January-21	February-21	March-21	April-21	May-21	June-21	July-21	TOTAL
PURCHASES:									
FOOD	\$ 17,253	\$ 26,821	\$ 22,523	\$ 38,868	\$ 29,094	\$ 28,830	\$ 26,470	\$ 19,760	\$ 209,620
DISPOSABLES	\$ 3,494	\$ 2,056	\$ 1,351	\$ 2,660	\$ 2,135	\$ 1,977	\$ 1,862	\$ 804	\$ 16,338
EQUIPMENT	\$ 5,399	\$ 1,171	\$ 545	\$ 1,029	\$ 527	\$ 509	\$ 665	\$ 918	\$ 10,761
CLEANING	\$ 1,444	\$ 80	\$ (66)	\$ 696	\$ 601	\$ 379	\$ 687	\$ 465	\$ 4,286
OTHER OPERATING EXPENSES	\$ 19,533	\$ 12,425	\$ 8,114	\$ 8,336	\$ 9,754	\$ 6,380	\$ 13,412	\$ 2,967	\$ 80,920
TOTAL	\$ 47,122	\$ 42,552	\$ 32,467	\$ 51,589	\$ 42,111	\$ 38,075	\$ 43,096	\$ 24,915	\$ 321,926
LABOR:									
MANAGEMENT PAYROLL & BENEFITS	\$ 21,012	\$ 17,945	\$ 13,850	\$ 17,313	\$ 13,850	\$ 13,850	\$ 17,313	\$ 6,375	\$ 121,508
BASE PAYROLL (HOURLY)	\$ 23,546	\$ 33,913	\$ 24,729	\$ 32,935	\$ 23,805	\$ 22,532	\$ 21,578	\$ 22,217	\$ 205,255
BASE TAXES/FRINGES	\$ 6,593	\$ 9,496	\$ 6,924	\$ 9,222	\$ 6,665	\$ 6,309	\$ 6,042	\$ 6,221	\$ 57,471
CONTRACT LABOR (OTHER)	\$ -	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500
TOTAL	\$ 51,152	\$ 63,854	\$ 45,503	\$ 59,470	\$ 44,320	\$ 42,691	\$ 44,932	\$ 34,813	\$ 386,734
FEES, INVESTMENTS & ADJUSTMENTS									
MANAGEMENT/ADMINISTRATIVE COSTS	\$ 5,833	\$ 5,833	\$ 5,833	\$ 5,833	\$ 5,833	\$ 5,833	\$ 5,833	\$ 5,833	\$ 46,667
SERVICE CONTRACT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GENERAL LIABILITY INSURANCE	\$ 750	\$ 808	\$ 603	\$ 842	\$ 572	\$ 537	\$ 582	\$ 406	\$ 5,100
DEPRECIATION/AMORTIZATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 6,583	\$ 6,641	\$ 6,437	\$ 6,675	\$ 6,405	\$ 6,370	\$ 6,415	\$ 6,240	\$ 51,767
SALES CREDIT									
RETAIL SALES	\$ 33,009	\$ 69,995	\$ 61,951	\$ 97,371	\$ 80,284	\$ 62,021	\$ 67,205	\$ 44,176	\$ 516,013
CATERING	\$ -	\$ 4,025	\$ 3,507	\$ 4,188	\$ 2,482	\$ 5,845	\$ 8,664	\$ 10,750	\$ 39,461
VENDING COMMISSIONS	\$ -	\$ -	\$ -	\$ 544	\$ 375	\$ -	\$ -	\$ -	\$ 919
OTHER CATERING SALES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRIBUTION (METZ)	\$ 36,748	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,748
TOTAL	\$ 69,757	\$ 74,021	\$ 65,458	\$ 102,104	\$ 83,141	\$ 67,866	\$ 75,869	\$ 54,926	\$ 593,142
EXCESS REVENUES (EXPENDITURES)	\$ (35,099)	\$ (39,027)	\$ (18,948)	\$ (15,630)	\$ (9,696)	\$ (19,270)	\$ (18,574)	\$ (11,041)	\$ (167,286)

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, 2021

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 07/31/21	ACTUAL THRU 07/31/21	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$0	\$0	\$18	\$18
Assessments - Levy	\$450,835	\$450,312	\$450,312	\$0
Assessments - Prepayments A-1	\$0	\$0	\$67,035	\$67,035
Assessments - Prepayments A-2	\$0	\$0	\$10,673	\$10,673
TOTAL REVENUES	\$450,835	\$450,312	\$528,039	\$77,727
<u>EXPENDITURES:</u>				
<u>Series 2015A-1</u>				
Interest - 11/01	\$88,875	\$88,875	\$88,875	\$0
Interest - 5/01	\$88,875	\$88,875	\$87,000	\$1,875
Principal - 5/01	\$220,000	\$220,000	\$215,000	\$5,000
Special Call - 11/01	\$15,000	\$15,000	\$75,000	(\$60,000)
Special Call - 5/01	\$0	\$0	\$50,000	(\$50,000)
<u>Series 2015A-2</u>				
Interest - 11/01	\$12,750	\$12,750	\$12,750	\$0
Interest - 5/01	\$12,750	\$12,750	\$12,750	\$0
Principal - 5/01	\$20,000	\$20,000	\$20,000	\$0
Special Call - 5/01	\$0	\$0	\$5,000	(\$5,000)
TOTAL EXPENDITURES	\$458,250	\$458,250	\$566,375	(\$108,125)
Excess (deficiency) of revenues over (under) expenditures	(\$7,415)	(\$7,938)	(\$38,336)	(\$30,398)
Net change in fund balance	(\$7,415)	(\$7,938)	(\$38,336)	(\$30,398)
FUND BALANCE - Beginning	\$135,570		\$422,346	
FUND BALANCE - Ending	<u>\$128,155</u>		<u>\$384,010</u>	

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
Long Term Debt Report
FY 2021

Series 2015-1, Special Assessment Bonds		
Interest Rate:	5.000%	
Maturity Date:	5/1/25	\$1,055,000.00
Interest Rate:	5.000%	
Maturity Date:	5/1/32	\$2,500,000.00
Reserve Requirement:	50% Maximum Annual Debt Service	
Bonds outstanding - 9/30/2020		\$3,555,000.00
	November 1, 2020 (Special Call)	(\$75,000.00)
	May 1, 2021 (Mandatory)	(\$215,000.00)
	May 1, 2021 (Special Call)	(\$50,000.00)
Current Bonds Outstanding		\$3,215,000.00

Series 2015-2, Special Assessment Bonds		
Interest Rate:	5.000%	
Maturity Date:	5/1/25	\$75,000.00
Interest Rate:	5.000%	
Maturity Date:	5/1/37	\$435,000.00
Reserve Requirement:	50% Maximum Annual Debt Service	
Bonds outstanding - 9/30/2020		\$510,000.00
	May 1, 2021 (Mandatory)	(\$20,000.00)
	May 1, 2021 (Special Call)	(\$5,000.00)
Current Bonds Outstanding		\$485,000.00

Total Current Bonds Outstanding	\$3,700,000.00
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LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

General Fund
Statement of Revenues and Expenditures (Month by Month)
FY 2021

OCT 2020	NOV 2020	DEC 2020	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021	JUN 2021	JUL 2021	TOTAL
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Revenues

Maintenance Assessments	\$0	\$191,660	\$1,444,424	\$22,382	\$13,062	\$40,807	\$5	\$3,723	\$5,724	\$0	\$1,721,787
Rental Income	\$1,500	\$5,000	\$1,000	\$1,750	\$8,250	\$2,000	\$2,500	\$750	\$4,345	\$1,250	\$28,345
Special Events Revenue	\$1,385	\$490	\$2,381	\$5,588	\$3,830	\$4,919	\$5,270	\$5,922	\$7,680	\$4,065	\$41,530
Newsletter Ad Revenue	\$13,486	\$11,036	\$16,186	\$5,612	\$11,611	\$4,975	\$5,742	\$5,426	\$10,946	\$4,006	\$89,023
Interest Income	\$24	\$2	\$14	\$168	\$105	\$92	\$69	\$56	\$37	\$62	\$628
Contributions (2)	\$0	\$0	\$0	\$36,748	\$0	\$0	\$0	\$0	\$0	\$0	\$36,748
Retail Sales-Restaurant (2)	\$0	\$0	\$33,009	\$74,021	\$65,458	\$102,104	\$83,141	\$67,866	\$75,869	\$54,926	\$556,393
Miscellaneous Income	\$599	\$527	\$1,570	\$1,899	\$711	\$2,301	\$1,299	\$1,760	\$1,356	\$2,904	\$14,924

<i>Total Revenues</i>	\$16,994	\$208,715	\$1,498,583	\$148,169	\$103,026	\$157,197	\$98,026	\$85,501	\$105,956	\$67,213	\$2,489,379
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ADMINISTRATIVE:

Supervisor Fees	\$300	\$100	\$225	\$275	\$225	\$225	\$0	\$225	\$450	\$450	\$2,475
FICA Expense	\$23	\$8	\$17	\$21	\$17	\$17	\$0	\$17	\$34	\$34	\$190
Engineering	\$10,693	\$6,266	\$3,822	\$11,435	\$10,535	\$7,667	\$2,661	\$4,070	\$4,151	\$1,536	\$62,836
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$0	\$0	\$600
Dissemination	\$83	\$83	\$83	\$83	\$83	\$333	\$333	\$83	\$83	\$83	\$1,333
Attorney	\$0	\$16,549	\$2,781	\$2,931	\$3,312	\$971	\$1,469	\$912	\$1,762	\$2,048	\$32,734
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,750	\$0	\$3,750
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$4,310	\$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	\$50,197
Computer Time	\$83	\$83	\$83	\$83	\$83	\$83	\$98	\$83	\$83	\$83	\$848
Postage	\$121	\$91	\$163	\$100	\$209	\$83	\$102	\$87	\$186	\$215	\$1,358
Printing & Binding	\$25	\$1	\$0	\$0	\$3	\$7	\$3	\$29	\$8	\$224	\$301
Newsletter Printing	\$3,297	\$3,514	\$3,374	\$3,186	\$3,565	\$3,560	\$4,032	\$4,113	\$3,490	\$3,515	\$35,646
Rentals & Leases	\$163	\$163	\$443	\$0	\$266	\$2,003	\$163	\$163	\$1,311	\$325	\$4,998
Insurance	\$48,639	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$48,639
Legal Advertising	\$380	\$347	\$140	\$0	\$41	\$140	\$280	\$127	\$90	\$468	\$2,010
Other Current Charges	\$90	\$129	\$107	\$49	\$63	\$119	\$134	\$109	\$97	\$105	\$1,002
Property Taxes	\$0	\$13,325	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,325
Office Supplies	\$3	\$3	\$4	\$0	\$0	\$3	\$3	\$3	\$5	\$145	\$166
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175

<i>Total Administrative</i>	\$69,094	\$45,680	\$16,262	\$23,184	\$23,422	\$20,230	\$18,608	\$15,641	\$20,522	\$14,252	\$266,893
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LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

General Fund
Statement of Revenues and Expenditures (Month by Month)
FY 2021

OCT 2020	NOV 2020	DEC 2020	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021	JUN 2021	JUL 2021	TOTAL
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Field:

Field Management Services	\$30,330	\$27,134	\$27,175	\$26,221	\$26,999	\$27,015	\$41,176	\$27,256	\$26,888	\$27,274	\$287,469
Gate/Patrol/Pool Officers	\$18,228	\$17,913	\$18,906	\$19,429	\$16,959	\$19,057	\$19,244	\$18,767	\$17,920	\$18,955	\$185,378
Pest Control	\$195	\$340	\$195	\$0	\$450	\$0	\$305	\$450	\$305	\$455	\$2,695
Security/Fire Alarm/Gate Repairs	\$130	\$195	\$230	\$130	\$195	\$210	\$0	\$195	\$0	\$2,958	\$4,242
Telephone/Internet	\$1,077	\$1,063	\$1,063	\$1,064	\$1,151	\$1,112	\$1,112	\$1,125	\$1,142	\$1,045	\$10,953
Electric	\$14,668	\$14,769	\$16,425	\$17,231	\$15,899	\$16,100	\$16,837	\$17,103	\$17,063	\$17,305	\$163,400
Water	\$589	\$801	\$746	\$1,782	\$1,056	\$1,042	\$2,130	\$1,584	\$120	\$2,108	\$11,957
Gas	\$1,131	\$1,381	\$4,258	\$6,776	\$3,895	\$4,537	\$2,235	\$1,961	\$2,416	\$1,505	\$30,095
Refuse	\$997	\$1,168	\$1,168	\$1,295	\$1,160	\$1,160	\$1,158	\$1,153	\$1,650	\$1,153	\$12,062
Clubhouse Maintenance	\$3,760	\$1,659	\$7,096	\$6,233	\$4,170	\$13,540	\$3,248	\$16,992	\$3,518	\$684	\$60,900
Cart Path & Bridge Repairs	\$118	\$0	\$0	\$0	\$11,843	\$0	\$0	\$0	\$0	\$170	\$12,131
Golf Cart Preventative Maintenance	\$190	\$190	\$190	\$190	\$190	\$190	\$190	\$190	\$190	\$190	\$1,900
Pool and Fountain Maintenance	\$1,465	\$3,305	\$1,465	\$1,465	\$2,160	\$1,840	\$1,749	\$3,065	\$2,615	\$1,300	\$20,429
Landscape Maintenance	\$15,442	\$16,037	\$15,442	\$15,442	\$15,442	\$16,037	\$15,442	\$16,678	\$15,442	\$17,424	\$158,826
Plant Replacement	\$0	\$0	\$0	\$3,367	\$0	\$0	\$0	\$1,604	\$1,259	\$0	\$6,230
Irrigation Repairs	\$85	\$0	\$285	\$3,201	\$0	\$447	\$2,170	\$819	\$0	\$0	\$7,006
Lake Maintenance	\$3,895	\$3,895	\$6,865	\$3,895	\$3,895	\$3,895	\$3,895	\$3,895	\$3,895	\$3,895	\$41,920
Wetland Mitigation and Maintenance	\$0	\$0	\$7,300	\$0	\$0	\$7,300	\$0	\$0	\$0	\$0	\$14,600
Permits/Inspections	\$0	\$0	\$0	\$891	\$0	\$720	\$0	\$0	\$0	\$312	\$1,923
Office Supplies/Printing/Binding	\$118	\$104	\$585	\$452	\$131	\$66	\$172	\$100	\$161	\$106	\$1,995
Operating Supplies	\$2,777	\$1,553	\$3,667	\$1,969	\$1,096	\$2,727	\$475	\$1,649	\$2,203	\$2,246	\$20,361
Credit Card Processing Fees	\$229	\$143	\$84	\$258	\$227	\$172	\$140	\$151	\$247	\$433	\$2,083
Dues & Subscriptions	\$0	\$56	\$24	\$1,336	\$255	\$1,238	\$4,180	\$652	\$198	\$469	\$8,407
Decorations	\$0	\$313	\$0	\$0	\$0	\$67	\$179	\$450	(\$150)	\$0	\$859
Special Events	\$248	\$2,426	\$1,280	\$3,946	\$7,012	\$4,185	\$9,346	\$2,756	\$3,152	\$3,393	\$37,743
Water Damage Repairs	\$0	\$31,325	\$0	\$0	\$0	\$0	\$20,000	\$6,850	\$0	\$0	\$58,175
Restaurant Expenditures (2)	\$0	\$0	\$104,857	\$113,048	\$84,406	\$117,734	\$92,836	\$87,136	\$94,443	\$65,967	\$760,427

TOTAL FIELD	\$95,672	\$125,767	\$219,304	\$229,621	\$198,591	\$240,390	\$238,219	\$212,580	\$194,676	\$169,347	\$1,924,167
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OTHER FINANCING SOURCES/(USES)

Capital Reserve-Transfer Out	\$0	\$0	\$0	(\$278,522)	\$0	\$0	\$0	\$0	\$0	\$0	(\$278,522)
Capital Reserve-Transfer In (Restaurant)	\$0	\$0	\$35,099	\$39,027	\$18,948	\$15,630	\$9,696	\$19,270	\$18,574	\$11,041	\$167,286

TOTAL OTHER FINANCING SOURCES/(USES)	\$0	\$0	\$35,099	(\$239,495)	\$18,948	\$15,630	\$9,696	\$19,270	\$18,574	\$11,041	(\$111,236)
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Subtotal Operating Expenses	\$164,766	\$171,447	\$200,467	\$492,300	\$203,064	\$244,990	\$247,131	\$208,950	\$196,624	\$172,558	\$2,302,296
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Excess Revenues (Expenditures)	(\$147,772)	\$37,267	\$1,298,116	(\$344,131)	(\$100,038)	(\$87,793)	(\$149,105)	(\$123,448)	(\$90,668)	(\$105,346)	\$187,083
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SECTION D

LAKE ASHTON

COMMUNITY DEVELOPMENT DISTRICT

Check Run Summary

September 20, 2021

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>
<u>General Fund</u>		
8/9/21	7689-7704	\$33,239.21
8/12/21	7705	\$18,573.85
8/17/21	7706-7710	\$2,968.89
8/24/21	7711-7731	\$86,630.15
9/7/21	7732-7743	\$13,506.76
9/9/21	7744-7748	\$1,068.05
9/13/21	7749	\$11,040.86
General Fund Total		<hr/> <u>\$167,027.77</u> <hr/>
<u>Capital Projects Fund</u>		
8/24/21	327	\$1,789.00
9/7/21	328	\$14,218.00
Capital Projects Fund Total		<hr/> <u>\$16,007.00</u> <hr/>

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YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
8/09/21	00370	8/03/21 08032021	202108 320-57200-49400	CHEESEBURGERS IN PARADISE	*	325.00	
				A PREMIER ENTERTAINMENT			325.00 007689
8/09/21	00680	7/30/21 12938	202107 320-57200-54500	SVCS 07/30/21	*	250.00	
				ALTERNATIVE GAS CONSTRUCTION INC			250.00 007690
8/09/21	00522	7/15/21 31245161	202107 320-57200-43200	POOL HEAT	*	338.21	
		7/15/21 31245161	202107 320-57200-43200	PROPANE-RESTAURANT	*	540.44	
				AMERIGAS			878.65 007691
8/09/21	00673	8/03/21 13011869	202108 320-57200-52000	SUPPLIES	*	34.03	
				AUS CENTRAL LOCKBOX			34.03 007692
8/09/21	00055	7/15/21 20735-07	202107 320-57200-43100	SVCS 07/21	*	1,678.31	
		7/15/21 22109-07	202107 320-57200-43100	SVCS 07/21	*	305.40	
		7/15/21 37767-07	202107 320-57200-43100	SVCS 07/221	*	124.22	
				CITY OF LAKE WALES-UTILITIES DEPT			2,107.93 007693
8/09/21	00621	7/26/21 890111	202107 320-57200-54501	SVCS 07/21	*	305.00	
				COUNTRY BOY PEST CONTROL			305.00 007694
8/09/21	00466	8/03/21 45109	202108 310-51300-42501	AUGUST LA TIMES	*	3,347.00	
				CUSTOMTRADEPRINTING.COM			3,347.00 007695
8/09/21	00003	7/20/21 74418910	202107 310-51300-42000	DELIVERIES THRU 07/09/21	*	51.57	
		7/27/21 74482487	202107 310-51300-42000	DELIVERIES THRU 07/16/21	*	131.53	
				FEDEX			183.10 007696
8/09/21	00036	8/01/21 199	202108 310-51300-34000	MGMT FEES 08/21	*	5,019.67	
		8/01/21 199	202108 310-51300-35100	COMPUTER TIME	*	83.33	
		8/01/21 199	202108 310-51300-31300	DISSEMINATION AGT SVCS	*	83.33	

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
		8/01/21 199	202108 310-51300-51000		*	2.65	
		OFFICE SUPPLIES					
		8/01/21 199	202108 310-51300-42000		*	514.59	
		POSTAGE AND DELIVERY					
		8/01/21 199	202108 310-51300-42500		*	13.95	
		COPIES					
		8/01/21 199	202108 320-57200-52005		*	66.25	
		JULY 4TH DECOR					
		8/01/21 199	202108 310-51300-42000		*	6.27	
		PITNEY BOWES					
				GMS - SO FLORIDA, LLC			5,790.04 007697
8/09/21 00067		7/23/21 211307	202107 320-57200-34500		*	195.00	
		SVCS 07/21					
		7/23/21 211308	202107 320-57200-34500		*	2,567.50	
		INSTALL-3X1080HD CAMERAS					
				THE HARTLINE ALARM COMPANY, INC.			2,762.50 007698
8/09/21 00512		8/01/21 2041599	202108 320-57200-41000		*	47.69	
		SVCS 08/21					
				KINGS III OF AMERICA, INC.			47.69 007699
8/09/21 00538		8/01/21 10059	202108 320-57200-54506		*	190.00	
		SVCS 08/21					
				PERFORMAMCE PLUS CARTS			190.00 007700
8/09/21 00345		7/02/21 35101	202108 320-57200-54500		*	735.00	
		SVCS 07/21					
				PRECISION SAFE & LOCK, LLC			735.00 007701
8/09/21 00681		8/04/21 08042021	202108 320-57200-54500		*	150.79	
		FLAGS					
				NEIL SMITH			150.79 007702
8/09/21 00234		7/25/21 16368838	202107 320-57200-52000		*	584.42	
		SUPPLIES					
		7/25/21 16368838	202107 320-57200-51000		*	106.40	
		SUPPLIES					
				STAPLES BUSINESS CREDIT			690.82 007703
8/09/21 00445		8/01/21 OS245817	202108 320-57200-46200		*	15,441.66	
		MAINT 08/21					
				YELLOWSTONE LANDSCAPE			15,441.66 007704
8/12/21 00663		7/08/21 20770621	202106 330-57200-52000		*	26,470.26	
		JUNE 2021 RESTAURANT					

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		7/08/21	20770621 202106 330-57200-52001	JUNE 2021 RESTAURANT	*	1,862.32	
		7/08/21	20770621 202106 330-57200-52002	JUNE 2021 RESTAURANT	*	664.66	
		7/08/21	20770621 202106 330-57200-52003	JUNE 2021 RESTAURANT	*	686.82	
		7/08/21	20770621 202106 330-57200-52004	JUNE 2021 RESTAURANT	*	13,411.82	
		7/08/21	20770621 202106 330-57200-12000	JUNE 2021 RESTAURANT	*	17,312.56	
		7/08/21	20770621 202106 330-57200-12100	JUNE 2021 RESTAURANT	*	21,577.62	
		7/08/21	20770621 202106 330-57200-21000	JUNE 2021 RESTAURANT	*	6,041.73	
		7/08/21	20770621 202106 330-57200-34000	JUNE 2021 RESTAURANT	*	5,833.35	
		7/08/21	20770621 202106 330-57200-45000	JUNE 2021 RESTAURANT	*	581.94	
		7/08/21	20770621 202106 300-34900-10000	JUNE 2021 RESTAURANT	*	67,205.12-	
		7/08/21	20770621 202106 300-34900-10001	JUNE 2021 RESTAURANT	*	8,664.11-	
				METZ CULINARY MANAGEMENT			18,573.85 007705
8/17/21	00062	7/31/21	57949601 202108 310-51300-41000	SVCS 08/21	*	1,045.19	
				BRIGHT HOUSE NETWORKS			1,045.19 007706
8/17/21	00682	8/16/21	08162021 202108 320-57200-49400	REPTILE CLASS-CAMP LA	*	200.00	
				REPTILE DISCOVERY PROGRAMS			200.00 007707
8/17/21	00664	8/03/21	1561-072 202107 320-57200-52000	PURCHASES	*	1,382.49	
				WELLS FARGO			1,382.49 007708
8/17/21	00683	8/09/21	08092021 202108 320-57200-49400	SUPPLIES-CAMP LAKE ASHTON	*	41.21	
				PRISCILLA WELLS			41.21 007709
8/17/21	00684	8/16/21	08162021 202108 320-57200-49400	ENTERTAINMENT-CAMP LA	*	300.00	
				RAYMOND R WRIGHT			300.00 007710
8/24/21	00680	8/17/21	13018 202108 320-57200-54500	SVCS 08/21	*	350.00	
				ALTERNATIVE GAS CONSTRUCTION INC			350.00 007711
				LAKA LAKE ASHTON SHENNING			

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8/24/21	00522	7/29/21 31249441	202107 320-57200-43201	PROPANE-RESTAURANT	*	626.47	
				AMERIGAS			626.47 007712
8/24/21	00057	7/31/21 195786	202107 320-53800-46800	SVS 07/21	*	3,895.00	
				APPLIED AQUATIC MANAGEMENT, INC.			3,895.00 007713
8/24/21	00673	8/17/21 13012263	202108 320-57200-52000	SUPPLIES	*	46.74	
				AUS CENTRAL LOCKBOX			46.74 007714
8/24/21	00557	8/02/21 P4225806	202108 320-57200-45300	SUPPLIES	*	105.45	
				BATTERIES PLUS LLC			105.45 007715
8/24/21	00678	7/12/21 3985371	202107 310-51300-48000	LEGAL ADS-6090053	*	378.00	
		7/12/21 3985371	202107 310-51300-48000	LEGAL ADS-6041462	*	89.60	
				CA FLORIDA HOLDINGS LLC			467.60 007716
8/24/21	00055	8/15/21 20735-08	202108 320-57200-43100	SVCS 08/21	*	709.00	
		8/15/21 22109-08	202108 320-57200-43100	SVCS 08/21	*	122.50	
				CITY OF LAKE WALES-UTILITIES DEPT			831.50 007717
8/24/21	00502	8/17/21 1905	202109 320-57200-34501	SVCS 09/21	*	18,651.00	
				COMMUNITY WATCH SOLUTIONS, LLC			18,651.00 007718
8/24/21	00003	8/17/21 74715464	202108 310-51300-42000	DELIVERIES THRU 08/10/21	*	80.27	
				FEDEX			80.27 007719
8/24/21	00067	8/02/21 211365	202108 320-57200-34500	SVCS 08/21	*	300.00	
				THE HARTLINE ALARM COMPANY, INC.			300.00 007720
8/24/21	00059	8/05/21 31604	202109 320-57200-45300	SVCS 09/21	*	1,250.00	
		8/05/21 31604	202109 320-57200-45300	HEAT DISCOUNT 7/21-11/22	*	100.00-	
				HEARTLAND COMMERCIAL POOL SERVICES			1,150.00 007721
				LAKA LAKE ASHTON SHENNING			

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8/24/21	00596	6/06/21 2968 SVCS 06/21	202106 320-57200-54500	HERITAGE SERVICE SOLUTIONS LLC	*	513.50	513.50 007722
8/24/21	00098	8/05/21 1285-072 SUPPLIES	202107 320-57200-52000	HOME DEPOT CREDIT SERVICES	*	1,204.01	1,204.01 007723
8/24/21	00429	8/24/21 08242021 TXFER OF TAX RECEIPTS	202108 300-20700-10200	LAKE ASHTON CDD	*	11,606.28	13,014.41 007724
		8/24/21 08242021 TXFER OF TAX RECEIPTS	202108 300-20700-10200		*	1,408.13	
8/24/21	00164	8/18/21 99001 SVCS 07/21	202107 310-51300-31500	LATHAM, LUNA, EDEN & BEAUDINE,LLP	*	2,048.18	2,048.18 007725
8/24/21	00033	8/04/21 4651825 ADMIN FEE	202108 300-20700-10200		*	4,691.82	
		8/04/21 4651825 ADMIN FEE	202108 700-36300-10000		*	4,184.17	
		8/04/21 4651825 ADMIN FEE	202108 700-36300-10001		*	507.65	
		8/04/21 4651825 ADMIN FEE	202108 700-13100-10000		*	4,691.82-	
		8/04/21 4651826 ADMIN FE	202108 300-36300-10100	MARSHA FAUX PROPERTY APPRAISER	*	19,178.06	23,869.88 007726
8/24/21	00665	8/08/21 1150 EVENT CLEAN UP 08/08/21	202108 320-57200-54500	ORCHID CLEANING SERVICES INC.	*	119.90	119.90 007727
8/24/21	00631	7/31/21 1916519 SVCS 07/21	202107 310-51300-31100	RAYL ENGINEERING & SURVEYING, LLC	*	1,536.44	1,536.44 007728
8/24/21	00061	8/12/21 0821 SVCS 08/21	202108 320-57200-43000	TECO	*	17,202.69	17,202.69 007729
8/24/21	00683	8/17/21 08172021 REIMB-SUPPLIES CAMP LA	202108 320-57200-49400	PRISCILLA WELLS	*	17.11	17.11 007730
				LAKA LAKE ASHTON SHENNING			

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8/24/21	00445	8/10/21 OS252604	202108 320-57200-46200	QRTLY PALM INJECTIONS	*	600.00	
				YELLOWSTONE LANDSCAPE			600.00 007731
9/07/21	00673	8/31/21 13012655	202108 320-57200-52000	SUPPLIES	*	46.74	
				AUS CENTRAL LOCKBOX			46.74 007732
9/07/21	00621	8/26/21 893612	202108 320-57200-54501	SVCS 08/21	*	305.00	
		8/26/21 893613	202108 320-57200-54501	SVCS 08/21	*	145.00	
				COUNTRY BOY PEST CONTROL			450.00 007733
9/07/21	00466	9/02/21 45256	202109 310-51300-42501	LA TIMES NEWSLETTER-09/21	*	3,466.00	
				CUSTOMTRADEPRINTING.COM			3,466.00 007734
9/07/21	00613	8/03/21 279010	202108 320-57200-54500	SVCS 08/21	*	363.00	
				CYPRESS PLUMBING INC			363.00 007735
9/07/21	00537	8/25/21 07045	202108 320-57200-54500	SVCS 08/25/21	*	395.00	
				FIRE PREVENTION SYSTEMS INC.			395.00 007736
9/07/21	00596	5/21/21 2904	202105 320-57200-54507	SVCS 05/21	*	6,952.75	
		5/21/21 2904	202105 320-57200-54507	LATE FEE-NOT APPLICABLE	*	102.75-	
				HERITAGE SERVICE SOLUTIONS LLC			6,850.00 007737
9/07/21	00504	8/20/21 100938	202108 320-57200-54500	SVCS 08/19/21	*	95.00	
				KINCAID ELECTRICAL SERVICES			95.00 007738
9/07/21	00512	9/01/21 2056665	202109 320-57200-41000	SVCS 09/21	*	47.69	
				KINGS III OF AMERICA, INC.			47.69 007739
9/07/21	00663	7/15/21 20771000	202107 320-57200-49400	CONCERT BAR-LIVERPOOL LIV	*	771.97	
		8/25/21 20771000	202108 320-57200-49400	CAMP LA-PANCAKE BREAKFAST	*	264.00	
		8/27/21 20771000	202108 320-57200-49400	CAMP LA-COOKING CLASS	*	360.00	
				METZ CULINARY MANAGEMENT			1,395.97 007740
				LAKA LAKE ASHTON SHENNING			

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9/07/21	00361	7/16/21 I103452	202107 320-57200-54500		*	186.32	
		SVCS 07/21		MILLER'S CENTRAL AIR, INC.			186.32 007741
9/07/21	00538	9/01/21 10062	202109 320-57200-54506		*	190.00	
		MAINT 09/21		PERFORMAMCE PLUS CARTS			190.00 007742
9/07/21	00470	8/23/21 08232021	202108 320-57200-49400		*	21.04	
		REGULAR COFFEE		SHUFFLIN'S SQUARES			21.04 007743
9/09/21	00055	8/15/21 37767-08	202108 320-57200-43100		*	124.22	
		37767-PALMS CDD IRRIG.		CITY OF LAKE WALES-UTILITIES DEPT			124.22 007744
9/09/21	00003	8/24/21 74778491	202108 310-51300-42000		*	69.17	
		DELIVERIES THRU 08/24/21					
		8/31/21 74862575	202108 310-51300-42000		*	54.66	
		DELIVERIES THRU 08/31/21		FEDEX			123.83 007745
9/09/21	00686	8/31/21 34873	202109 300-15500-10000		*	500.00	
		DEPOSIT-KAZUAL SHOW SERIE		G.L. BERG ENTERTAINMENT			500.00 007746
9/09/21	00671	8/31/21 091021	202108 320-57200-49400		*	250.00	
		ROCK THE BLOCK PARTY		TRAVELING SOUND AND LIGHT			250.00 007747
9/09/21	00685	8/27/21 082721	202108 320-57200-49400		*	70.00	
		INTERPRETER-TIE DYE CLASS		BONNIE T. VANBUSKIRK			70.00 007748
9/13/21	00663	8/10/21 20770721	202107 330-57200-52000		*	19,760.21	
		JULY 2021 OPERATIONS			*		
		8/10/21 20770721	202107 330-57200-52001		*	803.64	
		JULY 2021 OPERATIONS			*		
		8/10/21 20770721	202107 330-57200-52002		*	917.93	
		JULY 2021 OPERATIONS			*		
		8/10/21 20770721	202107 330-57200-52003		*	465.46	
		JULY 2021 OPERATIONS			*		
		8/10/21 20770721	202107 330-57200-12000		*	6,375.04	
		JULY 2021 OPERATIONS			*		
		8/10/21 20770721	202107 330-57200-12100		*	22,216.77	
		JULY 2021 OPERATIONS					

LAKA LAKE ASHTON SHENNING

AP300R
*** CHECK NOS. 007689-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
LAKE ASHTON CDD - GF
BANK A LAKE ASHTON - GF

RUN 9/13/21

PAGE 8

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
8/10/21		20770721	202107 330-57200-21000	JULY 2021 OPERATIONS	*	6,220.70	
8/10/21		20770721	202107 330-57200-34000	JULY 2021 OPERATIONS	*	5,833.32	
8/10/21		20770721	202107 330-57200-45000	JULY 2021 OPERATIONS	*	406.48	
8/10/21		20770721	202107 300-34900-10000	JULY 2021 OPERATIONS	*	44,176.32-	
8/10/21		20770721	202107 300-34900-10001	JULY 2021 OPERATIONS	*	10,749.85-	
8/10/21		20770721	202107 330-57200-52004	JULY 2021 OPERATIONS	*	2,967.48	
METZ CULINARY MANAGEMENT							11,040.86 007749
TOTAL FOR BANK A						167,027.77	
TOTAL FOR REGISTER						167,027.77	

LAKA LAKE ASHTON SHENNING

AP300R
*** CHECK NOS. 000327-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
LAKE ASHTON CDD - CPF
BANK B LAKE ASHTON - CPF

RUN 9/13/21

PAGE 1

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
8/24/21	00057	8/12/21 14969	202108 600-53800-61006	CLUBHOUSE ROOM SIGNS	*	1,789.00	
							EXTREME GRAPHICS
							1,789.00 000327
9/07/21	00031	9/01/21 I106036	202109 600-53800-60094	NEW TRANE INSTALL	*	14,218.00	
							MILLER'S CENTRAL AIR, INC.
							14,218.00 000328
TOTAL FOR BANK B						16,007.00	
TOTAL FOR REGISTER						16,007.00	

LAKA LAKE ASHTON SHENNING

Lake Ashton CDD
Special Assessment Receipts
Fiscal Year Ending September 30, 2021

										\$1,826,250.00	\$425,916.42	\$51,674.31	\$477,590.73
										.36300.10100	2015-1	2015-2	
Date	Collection	O&M	O&M	Debt Svc	Debt Svc	O&M	Debt	Commissions	Net Amount	General Fund	Debt Svc Fund	Debt Svc Fund	Debt Total
Received	Period	Receipts	Interest	Receipts	Interest	Discounts/ Penalties	Discounts/ Penalties	Paid	Received	100.00%	89.180%	10.820%	100%
11/16/20	10/01/20-10/31/20	\$ 3,750.00	\$ -	\$ 977.74	\$ -	\$ 150.00	\$ 39.11	\$ 90.77	\$ 4,447.86	\$ 3,528.04	\$ 820.29	\$ 99.52	\$ 919.81
11/19/20	06/01/20-10/15/20	\$ 25,684.28	\$ -	\$ 6,319.30	\$ -	\$ 1,296.92	\$ 316.95	\$ 607.80	\$ 29,781.91	\$ 23,905.55	\$ 5,240.54	\$ 635.81	\$ 5,876.35
11/23/20	11/01/20-11/08/20	\$ 174,375.00	\$ -	\$ 34,141.99	\$ -	\$ 6,975.00	\$ 1,365.65	\$ 4,003.53	\$ 196,172.81	\$ 164,226.41	\$ 28,489.87	\$ 3,456.53	\$ 31,946.40
12/01/20	11/09/20-11/15/20	\$ 294,375.00	\$ -	\$ 64,045.23	\$ -	\$ 11,775.00	\$ 2,561.75	\$ 6,881.67	\$ 337,201.81	\$ 277,144.91	\$ 53,558.87	\$ 6,498.03	\$ 60,056.90
12/11/20	11/16/20-11/25/20	\$ 536,875.00	\$ -	\$ 139,682.87	\$ -	\$ 21,450.00	\$ 5,587.11	\$ 12,990.42	\$ 636,530.34	\$ 505,127.52	\$ 117,185.31	\$ 14,217.51	\$ 131,402.82
12/18/20	11/26/20-11/30/20	\$ 639,375.00	\$ -	\$ 190,824.67	\$ -	\$ 25,575.00	\$ 7,632.72	\$ 15,939.84	\$ 781,052.11	\$ 601,164.52	\$ 160,424.13	\$ 19,463.46	\$ 179,887.59
01/15/21	12/01/20-12/31/20	\$ 64,187.79	\$ -	\$ 18,436.87	\$ -	\$ 1,930.35	\$ 570.48	\$ 1,602.48	\$ 78,521.35	\$ 60,987.16	\$ 15,637.03	\$ 1,897.16	\$ 17,534.19
01/29/21	INTEREST	\$ -	\$ 110.43	\$ -	\$ 28.85	\$ -	\$ -	\$ -	\$ 139.28	\$ 110.43	\$ 25.73	\$ 3.12	\$ 28.85
02/15/21	01/01/21-01/31/21	\$ 23,125.00	\$ -	\$ 5,171.74	\$ -	\$ 412.50	\$ 103.44	\$ 555.62	\$ 27,225.18	\$ 22,272.06	\$ 4,417.20	\$ 535.92	\$ 4,953.12
03/15/21	02/01/21-02/28/21	\$ 13,490.65	\$ -	\$ 4,252.94	\$ -	\$ 150.00	\$ 42.54	\$ 351.02	\$ 17,200.03	\$ 13,062.40	\$ 3,689.95	\$ 447.68	\$ 4,137.63
04/15/21	03/01/21-03/31/21	\$ 41,637.28	\$ -	\$ 10,755.30	\$ -	\$ -	\$ -	\$ 1,047.86	\$ 51,344.72	\$ 40,806.64	\$ 9,397.88	\$ 1,140.20	\$ 10,538.08
04/30/21	INTEREST	\$ -	\$ 5.09	\$ -	\$ 1.32	\$ -	\$ -	\$ -	\$ 6.41	\$ 5.09	\$ 1.18	\$ 0.14	\$ 1.32
05/15/21	04/01/21-04/30/21	\$ 3,750.00	\$ -	\$ 1,450.44	\$ -	\$ (56.25)	\$ (22.97)	\$ 105.60	\$ 5,174.06	\$ 3,722.54	\$ 1,294.47	\$ 157.05	\$ 1,451.52
06/15/21	05/01/21-05/31/21	\$ 1,875.00	\$ -	\$ -	\$ -	\$ (56.25)	\$ -	\$ 38.63	\$ 1,892.62	\$ 1,892.62	\$ -	\$ -	\$ -
06/21/21	TAX SALE	\$ 3,750.00	\$ -	\$ 1,531.64	\$ -	\$ (168.74)	\$ (68.92)	\$ 110.38	\$ 5,408.92	\$ 3,831.25	\$ 1,406.98	\$ 170.70	\$ 1,577.68
		\$ 1,826,250.00	\$ 115.52	\$ 477,590.73	\$ 30.17	\$ 69,433.53	\$ 18,127.86	\$ 44,325.61	\$ 2,172,099.42	\$ 1,721,787.16	\$ 401,589.42	\$ 48,722.84	\$ 450,312.26
BALANCE REMAINING		\$0.00		\$0.00									

Gross Percent Collected	100.00%
Balance Due	\$0.00

SECTION XII

*Closed Board
Discussion*